

## ENTERPRISE USER SERVICE AGREEMENT

**Disclaimer:** Snowflake Cost Analyzer is powered by Bluesky Data Inc. Bluesky Data is certified in full compliance with SOC 2 standard, in accordance with American Institute of Certified Public Accountants (AICPA). Achieving this standard serves as industry validation that Bluesky Data provides enterprise-level security for customer's data secured in Bluesky Data's systems and services.

This agreement ("**Agreement**") is entered into between Bluesky Data Inc., a Delaware corporation, ("**Bluesky**") and the entity ("**Company**") using the Snowflake Cost Analyzer.

**1. Purpose.** Bluesky is developing a SaaS offering that is envisioned to help alleviate organizational users' pain points associated with various "Big Data" technologies (e.g., Snowflake, Confluent, etc.) (the "**Service**") that may benefit Company. Bluesky and Company desire to have Company evaluate the Service.

**2. License.** Subject to Company's compliance with this Agreement, Bluesky grants to Company a non-exclusive, non-transferable, non-sublicensable right during the term of this Agreement to allow its employees who are expressly authorized by Company ("**Authorized Users**") to access and use the Service solely for the purposes of internal evaluation of the Service. Company is responsible for (a) identifying and authenticating all Authorized Users, (b) approving access by such Authorized Users to the Service, (c) maintaining the confidentiality of usernames, passwords, and account information for the Service, and (d) all activities that occur under its and its Authorized Users' usernames, passwords or accounts. Without limiting the foregoing, Company is responsible for all acts and omissions of its Authorized Users, and any act or omission by an Authorized User that would constitute a breach of this Agreement if taken by Company will be deemed a breach of this Agreement by Company.

**3. Restrictions.** Company will not permit any Authorized User to: (a) use the Service for any commercial or other revenue-generating purposes, (b) copy, reproduce, modify, or create derivative works of the Service or associated materials, in whole or in part, (c) reverse engineer, disassemble, decompile, decode, adapt, or otherwise attempt to derive or gain access to any software component of the Service, in whole or in part, (d) remove any proprietary notices from the Service or associated materials, (e) rent, lease, lend, sell, license, sublicense, assign, distribute, publish, transfer, or otherwise make available or provide a third party with access to the Service or associated materials, or (f) use the Service or associated materials in any manner or for any purpose that infringes, misappropriates, or otherwise violates any intellectual property right or other right of any third party, or that violates any applicable law.

**4. Company Data.** Company acknowledges and agrees that in order to use and evaluate the Service, Bluesky requires access to certain of Company's "Big Data" service accounts. Company will provide Bluesky with access to such accounts and hereby grants Bluesky a limited right during the term of this Agreement to access such accounts and process the data therein ("**Company Data**"), in each case solely to provide the Service to Company.

**5. Usage Data.** Company acknowledges and agrees that Bluesky may collect anonymous data regarding usage and performance of the Service in connection with Company's use of the Service ("**Usage Data**"). Usage Data is and will remain the exclusive property of Bluesky. Bluesky may use and disclose the Usage Data for its business purposes, including, without limitation, to monitor, improve, and market Bluesky's products and services, provided that Bluesky will not distribute or convey such data in a manner that could reasonably identify Company as its source.

**6. Ownership.** Company acknowledges and agrees that as between the parties Bluesky owns and retains all right, title, and interest, including all intellectual property rights, in and to the Service, including, without limitation, all technology, software, algorithms, user interfaces, trade secrets, techniques, designs, inventions, works of authorship, and other tangible and intangible material and information pertaining to the Service, and all improvements, modifications, and enhancements to the Service. Other than as expressly set forth in this Agreement, no license or other rights in or to Service or any Bluesky intellectual property rights are granted to Company, and all such rights are expressly reserved to Bluesky.

**7. Termination.** This Agreement will terminate upon the delivery of notice of termination by either party to the other. Upon any termination of this Agreement, the rights and licenses granted to Company under this Agreement will automatically terminate. Within 5 days after any such termination, each party will return to the other party or destroy all copies of the other party's Confidential Information (as defined below) in its possession or control, and provide written certification of the same signed by an officer of such party.

**8. Confidentiality.** From time to time during the term of this Agreement, either party may disclose or make available to the other party information about its business affairs, products, services, confidential intellectual property, trade secrets, third-party confidential information, and other sensitive or proprietary information, in each case that is either marked as "confidential" or that the receiving party should reasonably know should be treated in a confidential manner given the circumstances of disclosure or the nature of the information itself (all such information, "**Confidential Information**"). For clarity, (a) the Service and all information disclosed by Bluesky to Company under this Agreement or otherwise in connection with the Service, including, without limitation, performance data, and other information relating to or obtained from the Service, and all Feedback, will be deemed to be the Confidential Information of Bluesky, and (b) the Company Data will be

deemed to be the Confidential Information of Company. Confidential Information does not include information that, at the time of disclosure is: (i) in the public domain, (ii) known to the receiving party at the time of disclosure, (iv) rightfully obtained by the receiving party on a non-confidential basis from a third party, or (v) independently developed by the receiving party. The receiving party will not disclose the disclosing party's Confidential Information to any person or entity, except to the receiving party's employees and contractors who have a need to know the Confidential Information for the receiving party to exercise its rights or perform its obligations under this Agreement and who are bound by written agreements containing use and nondisclosure restrictions at least as protective of the Confidential Information as those set forth in this Section. Notwithstanding the foregoing, (x) each receiving party may disclose Confidential Information to the extent required in order to comply with the order of a court or other governmental body, or as otherwise necessary to comply with applicable law, provided that the receiving party gives prior notice to the other party and makes a reasonable effort to obtain a protective order, and (y) each receiving party may use and exploit Residuals (as defined below) for any purpose, including, without limitation, to improve and develop the receiving party's products and services, and any such use and exploitation will not be a violation of this Agreement. "**Residuals**" means ideas, information, and understandings retained in the memory of the receiving party's employees as a result of having access to the disclosing party's Confidential Information, other than Confidential Information relating to the features, functionality or performance of the Service.

9. **Warranty Disclaimer.** THE SERVICE IS PROVIDED "AS IS" FOR LIMITED EVALUATION ONLY, AND BLUESKY DOES NOT WARRANT THAT IT WILL OPERATE WITHOUT ERROR OR INTERRUPTION. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, BLUESKY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, NONINFRINGEMENT, AND FITNESS FOR A PARTICULAR PURPOSE, AND ANY WARRANTIES ARISING OUT OF COURSE OF DEALING OR USAGE OF TRADE.

10. **Limitation of Liability.** BLUESKY'S AGGREGATE LIABILITY FOR DAMAGES ARISING OUT OF THIS AGREEMENT WILL NOT EXCEED \$100. BLUESKY WILL NOT BE LIABLE FOR ANY CONSEQUENTIAL, SPECIAL, INDIRECT, INCIDENTAL OR PUNITIVE DAMAGES, OR DAMAGES RELATED TO LOSS OF USE, DATA, BUSINESS, OR PROFITS, ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR THE USE OF OR INABILITY TO USE THE SERVICE OR FOR ANY ERROR OR DEFECT IN THE SERVICE, WHETHER SUCH LIABILITY ARISES FROM ANY CLAIM BASED UPON CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, OR OTHERWISE, EVEN IF BLUESKY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGE. THESE LIMITATIONS WILL APPLY NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY.

11. **Acknowledgment.** Company acknowledges and agrees that: (a) the Service is not an official product and has not been commercially released by Company, (b) the Service may not operate properly, be in final form, or fully functional, (c) the Service may contain errors, design flaws or other problems, (d) the information obtained using the Service may not be accurate, (e) use of the Service may result in unexpected results, loss of data or communications, project delays or other unpredictable damage or loss, (f) the Service is not encrypted, (g) Bluesky is under no obligation to release a commercial version of the Service, and (h) Bluesky has the right to abandon development of the Service at any time and without any obligation or liability to Company.

12. **Miscellaneous.** This Agreement will be governed by and construed in accordance with the laws of the State of California without reference to conflict of law principles. Any legal action or proceeding arising under this Agreement will be brought exclusively in the federal or state courts located in Santa Clara County, California, and the parties hereby irrevocably consent to the personal jurisdiction and venue therein. Company may not assign this Agreement, directly or indirectly, by operation of law or otherwise, without the prior written consent of Bluesky. Any attempted assignment without such consent will be null and of no effect. Company will comply in all respects with all U.S. and foreign export and re-export laws and regulations applicable to the technology and any associated materials provided under this Agreement. Company may not make any public statements regarding the Service without Bluesky's prior written approval, in each instance. This is the entire agreement between the parties relating to the subject matter hereof. No waiver or modification of this Agreement will be valid unless in writing signed by each party. If any provision of this Agreement is held invalid or unenforceable by a court of competent jurisdiction, such provision will be construed so as to be enforceable to the maximum extent permissible by law, and the remaining provisions of the Agreement will remain in full force and effect. All notices given by Bluesky under this Agreement will be communicated to Company by email to the address set forth in the signature block below. All notices given by Company under this Agreement will be communicated to Bluesky by email to [mingsheng.hong@getbluesky.io](mailto:mingsheng.hong@getbluesky.io). Sections 5 and 7 through (and including) 14 will survive termination of this Agreement.