

END-USER LICENSE AGREEMENT (EULA)

Last Updated: 09.18.2025

1. Parties; Scope; Orders

This End-User License Agreement ("EULA") governs Customer's use of software provided by Snowcell USA, Inc. ("Snowcell"), including related documentation, updates, container images and configuration artifacts (collectively, the "Software"). This EULA applies to all Snowcell commercial Software products and any related services identified on an order form, statement of work ("SOW"), or reseller quote (each an "Order").

2. Grant of Rights

Subject to this EULA and the applicable Order, Snowcell grants Customer a non-exclusive, non-transferable, non-sublicensable right during the subscription term to install and use the Software solely for Customer's internal business purposes in Customer-controlled environments (including Customer's hosting clusters and/or Customer's cloud accounts). If an Order identifies hosted/managed services, Customer receives a right to access and use such services; no Software is delivered for those services.

3. License Metrics; Verification

Customer will comply with the scope and metrics stated on the Order (e.g., clusters, nodes, users, environments, or other capacity measures). At Snowcell's reasonable request no more than annually, Customer will provide a usage attestation or reasonable system evidence sufficient to confirm compliance. Any over-use may be invoiced at then-current rates.

4. Restrictions

Customer will not: (a) sublicense, sell, rent, lease, or provide the Software to third parties; (b) reverse engineer or attempt to derive source code except to the extent permitted by applicable law; (c) remove or alter proprietary notices; (d) use the Software to process data for any third party or operate a service bureau; or (e) circumvent technical controls or exceed the licensed scope.

5. Open-Source Components

The Software may include or be delivered with open-source components governed by their respective licenses. Those licenses apply to the relevant components. Snowcell will provide attribution/OSS notices upon request.

6. Ownership; Feedback

As between the parties, Snowcell and its licensors retain all right, title, and interest in and to the Software and all intellectual property rights. No rights are granted except as expressly stated. Customer grants Snowcell a non-exclusive, royalty-free license to use feedback to improve Snowcell offerings.

7. Customer Data; Privacy; Security

For self-managed deployments, Customer retains all rights to Customer Data and controls the environment in which the Software runs. Snowcell does not access Customer Data except as Customer expressly authorizes for support. For any hosted/managed services purchased, Snowcell will implement reasonable administrative, physical, and technical safeguards commensurate with those services and as further described in the applicable service documentation or annex.

8. Confidentiality

Each party may receive Confidential Information from the other. The receiving party will use reasonable care to protect it and use it only to perform under this EULA and the Order. These obligations do not apply to information that is public without breach, already known without restriction, independently developed, or rightfully received from third parties without duty of confidentiality.

9. Limited Warranty; Disclaimer

Snowcell warrants that it has the right to grant the rights set forth herein and that, for thirty (30) days from initial delivery, the Software will substantially conform to Snowcell's documentation when used in supported configurations. Customer's exclusive remedy for breach of the foregoing warranty is repair, replacement, or a refund of prepaid fees for the non-conforming Software for the remainder of the subscription term, at Snowcell's option. EXCEPT AS EXPRESSLY STATED, THE SOFTWARE AND ANY SERVICES ARE PROVIDED "AS IS" AND SNOWCELL DISCLAIMS ALL OTHER WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, INCLUDING WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT.

10. Indemnification (IP Infringement)

Snowcell will defend Customer against third-party claims alleging that the Software, as delivered and when used in supported configurations, directly infringes a U.S. patent, copyright, or trade secret, and will pay damages finally awarded (or settlement amounts approved by Snowcell), provided Customer promptly notifies Snowcell in writing, gives Snowcell sole control of the defense and settlement, and reasonably cooperates. If infringement is found or likely, Snowcell may procure rights, modify the Software, or

terminate the affected rights and refund prepaid fees for the remaining term. This Section does not apply to claims arising from (i) combinations or modifications not provided by Snowcell, (ii) unsupported use, or (iii) Customer materials.

11. Limitations of Liability

TO THE MAXIMUM EXTENT PERMITTED BY LAW, SNOWCELL'S AGGREGATE LIABILITY FOR ALL CLAIMS ARISING OUT OF OR RELATING TO THIS EULA, THE SOFTWARE, OR SERVICES WILL NOT EXCEED THE FEES PAID OR PAYABLE BY CUSTOMER FOR THE TWELVE (12) MONTHS PRECEDING THE EVENT GIVING RISE TO LIABILITY. SNOWCELL WILL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, EXEMPLARY, OR PUNITIVE DAMAGES, OR FOR LOST PROFITS, REVENUE, GOODWILL, OR DATA, EVEN IF ADVISED OF THE POSSIBILITY. THESE LIMITATIONS APPLY REGARDLESS OF THE THEORY OF LIABILITY AND NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE.

12. U.S. Government Rights

The Software is "commercial computer software" and "commercial computer software documentation" as defined in FAR 2.101. Use by or for the U.S. Government is subject to the terms of this EULA as permitted by FAR 12.212 and DFARS 227.7202. If any Government terms conflict, this EULA governs to the extent permitted by law.

13. Export; Sanctions; Compliance

Each party will comply with U.S. export control, sanctions, and anti-corruption laws in connection with this EULA. Customer will not export, re-export, or permit access to the Software contrary to such laws.

14. Support; Updates; End of Support

Support and maintenance are provided per Snowcell's Support & Maintenance Terms (SLA) in effect during the Order term. Snowcell may make updates, patches, and new releases available to supported customers. Snowcell may designate end-of-support dates for specific versions; supported versions and timelines will be communicated in the SLA or documentation.

15. Term; Termination; Effect

This EULA becomes effective on the earlier of the Order effective date or first access to the Software and continues for the subscription term(s) in the Order. Either party may terminate this EULA or an affected Order for material breach not cured within thirty (30) days after written notice. Upon expiration or termination, Customer will cease use and

destroy or securely delete all Software (and certify deletion upon request). Sections 6, 8–13, 15–16 survive.

16. General Terms

This EULA together with the Order constitutes the entire agreement for the Software and supersedes prior or contemporaneous agreements on the subject. In the event of conflict, the following order of precedence applies: (i) a negotiated Order or SOW, (ii) any applicable service or product annex, then (iii) this EULA. This EULA is governed by the laws of the State of Delaware, excluding conflict-of-laws rules, and the courts located in New Castle County, Delaware will have exclusive jurisdiction. Neither party may assign without consent, except to an affiliate or in connection with a merger, acquisition, or sale of substantially all assets. Neither party is liable for failure or delay due to events beyond its reasonable control (force majeure). Notices must be in writing and will be deemed given when delivered to the contacts on the Order.