

FREEDOMPAY SNOWFLAKE-TO-SNOWFLAKE CONNECTION PRODUCT TERMS AND CONDITIONS

These FreedomPay Snowflake-to-Snowflake Connection Product Terms and Conditions shall apply to the extent a Counterparty is consuming or reselling FreedomPay Snowflake-to-Snowflake Connection Optional Services. For purposes of these terms and conditions, "Counterparty" shall mean a Client, Reseller, or Customer of a Reseller, as such terms are defined in an applicable agreement.

- A. **SERVICES AND CONNECTION.** Snowflake, Inc. ("Snowflake") is a third party that provides a cloud-based multi-tenant data cloud solution, and each of Counterparty and FreedomPay have their own agreement with Snowflake that governs their individual use of Snowflake's platform. Snowflake permits its customers to enable connections between each of their data that is accessible via Snowflake. Counterparty and FreedomPay have agreed that FreedomPay will enable this connection between their respective Snowflake instances (the "Snowflake-to-Snowflake Connection"). Each party acknowledges that its use of the Snowflake platform is governed by its individual agreement with Snowflake.
- B. **COUNTERPARTY RESPONSIBILITIES.** Counterparty shall provide FreedomPay with such information as is required for FreedomPay to enable the Snowflake-to-Snowflake Connection, and FreedomPay shall use such Counterparty information to enable the Snowflake-to-Snowflake Connection.
- C. **DATA MANAGEMENT.** The Snowflake-to-Snowflake Connection enablement extends only to the tasks required to set up this connection. All respective Counterparty information and data and FreedomPay information and data shall continue to be managed separately within Snowflake by the respective owner.
- D. **FEES.** Fees for the Snowflake-to-Snowflake Connection are set forth on an applicable Order or Agreement.
- E. **REMEDIES AND LIABILITY.** Counterparty's sole and exclusive remedy and FreedomPay's sole liability with respect to the Snowflake-to-Snowflake Connection shall be that FreedomPay shall, in its sole discretion, troubleshoot and/or reperform the connection enablement. Each party acknowledges that all other components of the connection are under the control of Snowflake, and that each shall pursue any support, remedies or recovery related to the connection directly with Snowflake.