

SNORKEL AI, INC.
Snorkel Flow Federal License Agreement

These Snorkel AI Terms and Conditions (these “**Terms**”) are entered into pursuant to the Order referencing these Terms (the “**Order**”) between the ordering activity listed in such Order (“**Customer**”) and Snorkel AI, Inc. (“**Snorkel AI**”) as of the effective date of the Order. Each of Snorkel AI and Customer are a “**Party**” and, collectively, are the “**Parties**”. These Terms govern Snorkel AI’s provision of and Customer’s access and use of Snorkel Flow (as defined below) under the Order.

1. **Definitions.** The following terms, when used in these Terms will have the following meanings:
 - 1.1. “**Agreement**” means the Order together with these Terms.
 - 1.2. “**Business Day**” means Monday through Friday, excluding U.S. public holidays.
 - 1.3. “**Business Hours**” means 6AM PT through 6PM PT on Business Days.
 - 1.4. “**Confidential Information**” means any information of a confidential or non-public nature disclosed by one Party as a disclosing Party to the other Party as a receiving Party that is either designated as confidential or proprietary at the time of disclosure or should be reasonably understood to be confidential in light of the nature of the information and the circumstances surrounding disclosure.
 - 1.5. “**Documentation**” means the user and installation documentation for the Supported Software published by Snorkel AI.
 - 1.6. “**Issue**” means a failure of the Supported Software to conform to the specifications set forth in the Documentation, resulting in the inability to use, or material restriction in the use of, such Supported Software.
 - 1.7. “**Customer Environment**” means Customer’s computing environment on which Snorkel Flow will be installed hereunder as described in the Order if Snorkel Flow is to be deployed “On-Prem” pursuant to the applicable Order.
 - 1.8. “**Documentation**” means the printed and digital instructions, on-line help files, technical documentation and user manuals made available by Snorkel AI to Customer describing the intended operation of Snorkel Flow.
 - 1.9. “**Hosted Service**” means where Snorkel Flow is to be deployed on a “Hosted Basis” pursuant to an Order, Snorkel Flow as hosted and made available to Customer by or on behalf of Snorkel AI pursuant to such Order.
 - 1.10. “**Release**” means the latest Customer-released (Short-Term Support (“STS”) or Long-Term Support (“LTS”)) patched version.
 - 1.11. “**Resolution**” means either the fix to the root cause of the Issue or provision of a temporary or permanent Workaround to the Issue.
 - 1.12. “**Snorkel AI Materials**” means Snorkel Flow, Documentation, Specifications and any other materials or information (including Snorkel AI’s Confidential Information) delivered or made available by Snorkel AI under the Agreement.

- 1.13. **“Snorkel Flow”** means the Snorkel AI software identified on the Order to be delivered or made available by Snorkel AI to Customer as deployed “On-Prem” or on a “Hosted Basis”, including all fixes, updates and upgrades to the same made available to Customer.
- 1.14. **“Specifications”** means the then-current version of the product specifications for the features and functionality of Snorkel Flow made available by Snorkel AI to Customer.
- 1.15. **“Supported Software”** shall mean Snorkel Flow.
- 1.16. **“Term”** means the term set forth in the Order.
- 1.17. **“Update”** means a software modification or addition that, when made or added to the Supported Software, corrects the Issue.
- 1.18. **“Use Limitations”** means any use limitations or restrictions with respect to Customer’s use of Snorkel Flow set forth in the Order or herein.
- 1.19. **“Workaround”** means a procedure or routine that, when observed in the regular operation of the Supported Software, eliminates the practical adverse effect of the Issue on Customer.

2. License; Access and Use

- 2.1. **License to Snorkel Flow.** Subject to the terms and conditions of the Agreement, Snorkel AI hereby grants to Customer, during the Term, a non-exclusive, non-sublicensable, non-transferable (a) right and license to install and use Snorkel Flow in the Customer Environment to the extent Snorkel Flow is to be deployed “On-Prem” pursuant to an Order; and/or (b) right to access and use the Hosted Service to the extent Snorkel Flow is to be deployed on a “Hosted Basis” pursuant to an Order, and in each case solely for Customer’s internal purposes (unless otherwise set forth in an Order) and in accordance with the Documentation and any Use Limitations.
- 2.2. **Documentation.** Subject to the terms and conditions of the Agreement, Snorkel AI hereby grants to Customer a non-exclusive, revocable, non-transferable, non-sublicensable license during the Term to reproduce, without modification, and internally use a reasonable number of copies of the Documentation solely in connection with Customer’s authorized use of the applicable Snorkel Flow. Customer will include on any permitted copies it makes of Snorkel Flow and Documentation the copyright notices or proprietary legends contained within the same.
- 2.3. **Customer Limitations.** The rights granted herein are subject to the following restrictions. Customer will not directly or indirectly, and shall not permit or assist any third party to: (a) reverse engineer, decompile, disassemble, translate, modify, create derivative works of Snorkel AI Materials; (b) create, derive, access, inspect, export or permit or assist any third party to create, access, inspect or derive data or datasets in Snorkel AI Materials other than through designated GUI / SDK / API end points or the source code to any software composing the Snorkel AI Materials; (c) copy or reproduce the Snorkel AI Materials, except to the extent necessary to exercise the licensed use of the same hereunder; (d) attempt to probe, scan or test the vulnerability of Snorkel Flow or the Hosted Service, breach the security or authentication measures of Snorkel Flow or the Hosted Service without proper authorization or willfully render any part of Snorkel Flow unusable; (e) use or access Snorkel Flow to develop a product or service that is competitive with Snorkel Flow or engage in competitive analysis or benchmarking; (f) transfer, distribute, sell, resell, lease, license, sublicense, operate as a

service for or on behalf of others, or otherwise assign the Snorkel AI Materials or otherwise assign any Snorkel AI Materials or otherwise offer access to the Snorkel AI Materials to a third party; (g) circumvent or otherwise interfere with any authentication or security measures of Snorkel Flow or otherwise interfere with or disrupt the integrity or performance of Snorkel Flow; (h) export any Snorkel AI Materials or technical data or any copy, portions or direct product thereof to anyone on the U.S. Treasury Department's list of Specially Designated Nationals or the U.S. Commerce Department's Table of Denial Orders; (i) transmit unlawful, infringing or harmful data or code, or any data or code that Customer is not authorized to transmit, either to or from Snorkel Flow; or (j) otherwise use any Snorkel AI Materials except as expressly permitted hereunder and in the Order. Customer acknowledges that Snorkel AI may, but is under no obligation to monitor Customer's use of any Snorkel Flow.

- 2.4. **Customer Responsibilities.** Customer: (a) will use commercially reasonable efforts to prevent unauthorized access to or use of the Snorkel AI Materials and notify Snorkel AI promptly of any such unauthorized access or use thereof; (b) is responsible for obtaining and maintaining any equipment, software and ancillary services needed to connect to, access or otherwise use the Snorkel AI Materials, including as set forth in the Documentation, and Customer will be solely responsible for its failure to maintain such equipment, software and services, and Snorkel AI will have no liability for such failure; and (c) is responsible for any action or inaction with respect to the access to and use of Snorkel Materials by any authorized user to whom Customer permits to access or use the Snorkel Materials and will be liable hereunder for any such action or inaction to the same extent as if such action or inaction had been taken by Customer.
- 2.5. **Professional Services.** Subject to Customer's timely payment of all applicable fees, Snorkel AI will provide to Customer the Professional Services, if any, set forth in an Order in a professional and workmanlike manner materially in accordance with the specifications and schedules therefor set forth in such Order. Except as expressly set forth in the applicable Order, Snorkel AI will own and retain all right, title and interest, including all intellectual property and proprietary rights, in and to any work product or deliverables created in connection with any Professional Services. Nothing in these Terms or any applicable Order shall be understood to prevent Snorkel AI from developing similar work product or deliverables for other customers.

3. Fees

- 3.1. **Fees.** Unless otherwise set forth in the Order, and in accordance with the GSA Schedule pricelist, Customer will pay Snorkel AI (or its authorized reseller as applicable) the fees set forth in the Order immediately upon execution of the Order. Except as otherwise specified in the Order, fees are quoted and payable in United States dollars.

4. Proprietary Rights and Confidentiality

- 4.1. **Proprietary Rights.** As between the Parties, Snorkel AI exclusively owns all right, title and interest in and to the Snorkel AI Materials and Customer exclusively owns all right, title and interest in and to Customer's Confidential Information, including Customer Data (as defined below). Snorkel AI may, at any time and in its sole discretion, replace, modify, alter, improve, enhance, or change any of Snorkel AI's products, services, or technologies. Except as expressly granted in the Agreement, Snorkel AI does not grant to Customer any license or rights (by implication, estoppel, or otherwise) in the Snorkel AI Materials. All other rights are expressly

reserved by Snorkel AI. Notwithstanding anything herein to the contrary, all rights in and to Snorkel AI Materials and Documentation are licensed and not sold or transferred. Customer will include on any copies it makes of Snorkel AI Materials and Documentation any copyright notices or proprietary legends contained within the same. Customer acknowledges that Snorkel AI may, but is under no obligation to monitor Customer's use of any Hosted Service.

- 4.2. **Feedback.** Customer may from time to time provide Snorkel AI with suggestions or comments for enhancements or improvements, new features or functionality or other feedback with respect to Snorkel AI's business, products, or services ("**Feedback**"). Snorkel AI will have the full, unencumbered right, without any obligation to compensate or reimburse Customer, to use, incorporate and otherwise fully exercise and exploit any such Feedback in connection with its products and services. Snorkel AI acknowledges that the ability to use this Agreement and any Feedback provided as a result of this Agreement in advertising is limited by GSAR 552.203-71.
- 4.3. **Confidentiality.** Each Party agrees that it will use the Confidential Information of the other Party solely to perform its obligations and exercise its rights under the Agreement and it will not disclose, or permit to be disclosed, the same, except as otherwise permitted hereunder. However, either Party may disclose Confidential Information to its employees, officers, directors, attorneys, auditors, financial advisors and other representatives (collectively, "**Representatives**") who have a need to know and are legally bound to keep such information confidential by confidentiality obligations with respect to the Confidential Information of the other Party consistent with those of the Agreement (provided that the Party disclosing the Confidential Information to its Representatives shall be responsible for any actions of its Representatives); and as required under the Freedom of Information Act, 5 U.S.C. § 552, or other applicable law (in which case the receiving Party will provide the disclosing Party with prior written notification thereof, will provide the disclosing Party with the opportunity to contest such disclosure, and will use its reasonable efforts to minimize such disclosure to the extent permitted by applicable law). The obligations of confidentiality in this Section 4.3 shall not apply to information that: (a) is or becomes generally known or publicly available through no fault of receiving Party; (b) was properly known to receiving Party, without restriction, prior to disclosure by the disclosing Party; (c) was properly disclosed to the receiving Party, without restriction, by another person with the legal authority to do so; or (d) is independently developed by the receiving Party without use of or reference to the disclosing Party's Confidential Information. Each Party agrees to exercise due care in protecting the Confidential Information of the other Party from unauthorized use and disclosure. Each Party will promptly notify the other in writing if it becomes aware of any violations of the confidentiality obligations set forth in the Agreement. Notwithstanding anything to the contrary herein, nothing herein limits or restricts Snorkel AI's right or ability to use data regarding the performance, availability, usage, integrity and security of Snorkel AI Materials.
- 4.4. **Customer Data.** Any data submitted by Customer to Snorkel Flow for the purposes of modeling, training and development of machine learning applications using Snorkel Flow and the machine learning models, transformed copies, data labels resulting from the processing of such data by on Snorkel Flow and provided to Customer shall be deemed "**Customer Data**". For clarity, Customer Data does not include algorithms, artifacts, models, objects, or software that are part of Snorkel Flow or used to generate any output from Snorkel Flow or otherwise delivered as part of Snorkel Flow. As between Snorkel AI and Customer, Customer Data is Customer's Confidential Information and Customer retains all rights, title, and interest in and

to the Customer Data. To the extent Customer is granted a right to access and use the Hosted Service hereunder: (a) Customer agrees that Snorkel AI may use Customer Data as necessary to make available the Hosted Service and perform its obligations hereunder; (b) Snorkel AI will delete and erase any Customer Data from Snorkel Flow within a commercially reasonable time following the Term, the termination of this Agreement or Customer's request therefor; and (c) Customer acknowledges and agrees that Snorkel AI is under no obligation to keep, store, maintain, or make available to Customer any Customer Data that has been processed by Snorkel Flow. Customer agrees that Snorkel AI may use Customer Data as necessary to make available Snorkel Flow and perform its obligations hereunder. Customer agrees that Snorkel AI may use and exploit in any manner on a worldwide, irrevocable, perpetual, royalty-free basis, any aggregated non-personally identifiable information related to any usage of Snorkel Flow to operate and improve Snorkel AI's products and services.

- 4.5. **Customer Data Restrictions and Obligations.** Unless expressly set forth in an Order, the Parties do not intend for Customer to provide any Personally Identifiable Information (as defined under applicable privacy laws) in connection with Customer's use of Snorkel Flow. To the extent the Parties agree that Customer will provide Personally Identifiable Information in connection with Snorkel Flow, the Parties will agree in good faith with respect to terms governing the processing of such Personally Identifiable Information unless otherwise set forth in an Order.

5. **Support; Snorkel Flow Performance.**

- 5.1. **Support.** During the term of each Order, Snorkel AI will provide Customer with support services as defined in this Section 5 (the "Support Services").
- 5.2. **Support Portal.** Snorkel AI shall provide the Support Services through its online Customer Support Portal ("Support Portal") which enables submission of support requests. During the submission process, Customer may assign a priority level to an Issue; however, Snorkel AI may re-assign the priority level at its sole discretion. Incidents shall be submitted by Designated Support Contacts as identified by the Customer and provisioned as users in the Support Portal.
- 5.3. **Onsite Services.** Support and maintenance services do not include any onsite services. At Customer's request, Snorkel AI may provide technical, operational or other assistance or consulting in excess of the standard support services at Snorkel AI's GSA schedule rate then in effect.
- 5.4. **Hours of Operation.** Customer may submit support requests twenty-four (24) hours a day, seven (7) days per week. Snorkel AI will address such requests in accordance with Section 5.6.
- 5.5. **Response and Resolution.** An Initial Response is the initial reply to the reported Issue. The Initial Response Times set forth herein shall be measured by the elapsed time between Snorkel AI's receipt of a reported Issue and the time Snorkel AI begins to address such Issue, including by providing a verbal or written confirmation to Customer. Resolution Time Targets are not guaranteed and a Resolution may not occur. The actual time required to fully resolve an Issue, if full resolution occurs, may be longer than the Initial Response Time.
- 5.6. **Response Times.** The tables below describe the Services and Response Times applicable to an Order, unless that Order expressly specifies other Services and Response Times. Response Times are applicable only when an Issue is submitted via the Support Portal.

Table 1. Support Services

	Standard
Availability	6AM PT - 6PM PT Business Days
Initial Response Time Target	4 Business Hours
Resolution Time Target	P1 - 16 Business Hours P2 - 40 Business Hours P3 - 80 Business Hours
Number of Support Contacts	10
Access to Docs	Yes
Online Case Submission and Status	Yes
Phone or Live Session Support	P1 Only

5.7. Issues will be categorized by priority level in accordance with the following definitions.

Table 2. Support Priority Level Definitions

Priority Level	Impact	Definition
P1	Urgent	A Priority One Issue is defined as any Issue within the production environment that (i) severely impacts or renders completely inoperative the Supported Software, or (ii) processes are so slow as to render the Supported Software unusable.
P2	High	A Priority Two Issue is defined as any Issue that results in the serious degradation in the performance of the Supported Software in which Customer operations are impacted.
P3	Normal	A Priority Three Issue is defined as any Issue wherein one or more functions of the Supported Software does not operate optimally, but where impact on functionality or usability results in a minor disruption to Customer operations.
P4	Low	A Priority Four Issue is defined as a (i) need to correct or add information to the documentation, (ii) request to enhance or add a new feature, or (iii) cosmetic or non-functional Issue.

5.8. **Supported Releases.** Snorkel AI will use commercially reasonable efforts to provide an Update designed to solve or bypass a reported Issue in accordance with Table 1 and Table 2 above. Such Update will be provided in the form of a patch to the latest STS or LTS release. If such

Issue has already been corrected in the latest Release, Customer must install and implement the applicable Release.

5.9. **Customer Responsibilities.** Snorkel AI's obligation to provide Support Services is conditioned upon Customer satisfying the following responsibilities with respect to such Issue.

- a. Customer has provided Snorkel AI with the information requested by a Snorkel AI representative;
- b. Customer has installed the latest applicable Release;
- c. Customer has installed the Supported Software on hardware that meets minimum requirements; and
- d. Customer has designated personnel resources to provide necessary diagnostic information until an Update or Workaround is made available.

5.10. **Exclusions.** Notwithstanding anything to the contrary in these Terms, Snorkel AI is not obligated to address an Issue when:

- a. the Supported Software has been changed or modified (except if by Snorkel AI or under the direct supervision of Snorkel AI);
- b. the Issue is caused by Customer's negligence, a hardware malfunction, the configuration of the operating environment or data center, network latency or causes beyond the reasonable control of Snorkel AI;
- c. the Issue is caused by third party software not provided by Snorkel AI;
- d. Customer has not installed and implemented the latest Release for the installed version of Supported Software; or
- e. Customer is in breach of any payment obligations to Snorkel AI.

5.11. **On-Prem Warranty.** If Snorkel Flow is to be deployed "On-Prem" pursuant to an Order, Snorkel AI represents and warrants that during the first ninety (90) days following the date Snorkel Flow is first deployed to a Customer Environment (the "**Warranty Period**"), Snorkel Flow will, in all material respects, conform to the Specifications. Snorkel AI's sole and exclusive obligation, and Customer's sole and exclusive remedy, for a breach of this warranty during the Warranty Period shall be that Snorkel AI shall be required to use commercially reasonable efforts to correct Snorkel Flow to conform in all material respects to the Specifications, and, if Snorkel AI is unable to materially restore such functionality within thirty (30) days from the date of written notice of said breach, as Customer's sole and exclusive remedy, Customer shall be entitled to terminate the Agreement upon written notice and receive a pro rata refund of any prepaid fees corresponding to the terminated portion of the applicable subscription term.

6. **No Warranties.** EXCEPT AS EXPRESSLY SET FORTH HEREIN, EACH PARTY DISCLAIMS ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY, TITLE, NON-INFRINGEMENT, AND FITNESS FOR A PARTICULAR PURPOSE. SNORKEL AI MAKES NO REPRESENTATION, WARRANTY, OR COVENANT WITH RESPECT TO THE ACCURACY OR EFFECTIVENESS OF SNORKEL FLOW, THE HOSTED SERVICE, THE SNORKEL AI MATERIALS OR RESULTS OR DATA GENERATED THEREFROM OR ANY DECISION OR ACTION TAKEN BY LICENSEE AS A RESULT OF ANY OF THE FOREGOING. LICENSEE ACKNOWLEDGES THAT SNORKEL AI REGULARLY ERASES

FROM ITS SYSTEMS, WITHOUT BACKUPS, LICENSEE DATA FOR WHICH PROCESSING HAS BEEN COMPLETED. SNORKEL AI DOES NOT WARRANT THAT SNORKEL FLOW WILL BE ERROR-FREE OR THAT IT WILL WORK WITHOUT INTERRUPTION. LICENSEE AGREES THAT SNORKEL AI WILL NOT BE RESPONSIBLE FOR ANY LOSS OF LICENSEE DATA OR ANY FAILURE TO MAINTAIN, STORE, OR BACKUP ANY LICENSEE DATA.

7. Indemnification.

7.1. Indemnity by Snorkel AI. Snorkel AI will indemnify and hold harmless Customer against any claim, demand, suit, or proceeding (“**Customer Claim**”) made or brought against Customer by a third party alleging that the use of Snorkel Flow as permitted hereunder infringes or misappropriates a United States patent or trade secret and will indemnify Customer for any damages finally awarded against Customer in connection with any such Customer Claim (or any settlement approved by Snorkel AI); provided that: (a) Customer will promptly notify Snorkel AI of such Customer Claim; (b) Snorkel AI will have the right to consult with and provide recommendations to Customer regarding the defense of the Customer Claim and, where available, the right to intervene in proceedings related to the Customer Claim at Snorkel AI’s own expense and through counsel of Snorkel AI’s choice. If the use of Snorkel Flow by Customer has become, or in Snorkel AI’s opinion is likely to become, the subject of any claim of infringement, Snorkel AI may at its option and expense: (i) procure for Customer the right to continue using and receiving Snorkel Flow as set forth hereunder; (ii) replace or modify Snorkel Flow to make it non-infringing (with comparable functionality); or (iii) if the options in clauses (i) or (ii) are not reasonably practicable, request termination of the Agreement and provide a pro rata refund of any prepaid fees corresponding to the terminated portion of the applicable subscription term. Snorkel AI will have no liability or obligation with respect to any Customer Claim to the extent such Customer Claim is caused by: (A) compliance with designs, guidelines, plans or specifications provided by Customer; (B) use of the Snorkel AI Materials by Customer not in accordance with the Agreement; (C) modification of the Snorkel AI Materials by any party other than Snorkel AI or a third party on Snorkel AI’s behalf; (D) Customer’s Confidential Information, including Customer Data; or (E) the combination, operation or use of the Snorkel AI Materials with other applications, portions of applications, product(s) or services, including the Customer Environment where Snorkel Flow would not by itself be infringing. This Section states Snorkel AI’s sole and exclusive liability and obligation, and Customer’s exclusive remedy, for any claim of any nature related to infringement or misappropriation of intellectual property. Nothing contained herein shall be construed in derogation of the U.S. Department of Justice’s right to defend any claim or suit brought against the U.S. pursuant to its jurisdictional statute 28 U.S.C. § 516.

8. Limitation of Liability. EXCEPT FOR LIABILITY ARISING OUT OF LICENSEE’S BREACH OF SECTION 2 OR A PARTY’S BREACH OF THE CONFIDENTIALITY RESTRICTIONS HEREUNDER, UNDER NO LEGAL THEORY, WHETHER IN TORT, CONTRACT, OR OTHERWISE, WILL EITHER PARTY BE LIABLE TO THE OTHER UNDER THE AGREEMENT FOR: (A) ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES OF ANY CHARACTER, INCLUDING DAMAGES FOR LOSS OF GOODWILL, LOST PROFITS, LOST SALES OR BUSINESS, WORK STOPPAGE, COMPUTER FAILURE OR MALFUNCTION, LOST CONTENT OR DATA, EVEN IF A REPRESENTATIVE OF SUCH PARTY HAS BEEN ADVISED, KNEW OR SHOULD HAVE KNOWN OF THE POSSIBILITY OF SUCH DAMAGES; OR (B) EXCLUDING LICENSEE’S PAYMENT OBLIGATIONS, ANY DAMAGES, COSTS, OR LIABILITIES IN EXCESS OF THE AMOUNTS PAID BY LICENSEE UNDER THE AGREEMENT IN THE PAST 12 MONTHS. The foregoing limitation of liability

shall not apply to (1) personal injury or death resulting from Licensor's negligence; (2) for fraud; or (3) for any other matter for which liability cannot be excluded by law.

9. **Term and Termination.** The Agreement will commence on the effective date of the Order and continue for the Term unless otherwise terminated as set forth herein or in the Order. Upon termination of the Agreement: (a) all licenses and other rights and obligations will immediately terminate except that Sections 4, 6, and 8 will survive indefinitely; and (b) Customer will, barring a separate definitive Customer agreement with respect to Snorkel Flow, immediately (i) cease all use of the Snorkel AI Materials, (ii) promptly erase all copies of the Snorkel AI Materials in Customer's possession, and (iii) certify in writing that it has complied with the foregoing (i) and (ii).
10. **Compliance with Laws.** Customer warrants that its use of the Snorkel AI Materials will comply in all respects with all applicable laws in connection with the Agreement, including without limitation the U.S. Export Administration Regulations and sanctions regulations administered by the U.S. Treasury Department.
11. **Commercial Software.** The Snorkel AI Materials, including Snorkel Flow, are commercial products as defined under FAR 2.101 and contain commercial computer software, computer software documentation, and technical data. The Snorkel AI Materials were developed exclusively at private expense. Customer's rights to use, modify, reproduce, release, perform, display or disclose the Snorkel AI Materials is subject to these Terms, the Order, and as further specified in FAR 12.212, FAR 27.405-3, FAR 52.227-14 Alternate I, II, III, and DFARS 227-7202-3. Except as expressly provided herein, Customer shall under no circumstances receive greater rights in the Snorkel AI Materials than, for civilian agencies, "Limited Rights" as defined in FAR 52.227-14 ALT II and "Restricted Rights" as defined in FAR 52.227-14 ALT III, and for the Department of Defense, technical data for commercial items as defined in DFARS 252.227-7015, "Limited Rights" as defined in DFARS 252.227-7013, and "Restricted Rights" as defined in DFARS 252.227-7014. Such rights shall terminate at the end of the Term.
12. **Miscellaneous.** The Agreement comprises the entire agreement between Customer and Snorkel AI with respect to its subject matter, and supersedes all prior and contemporaneous proposals, statements, sales materials or presentations and agreements (oral and written). Notwithstanding the foregoing, in the event that Customer and Snorkel AI are parties to more than one Order referencing these Terms, each such Order together with these Terms shall be a separate agreement and the entering into of the Agreement will not supersede or terminate any such separate agreement unless explicitly contemplated by the Order. Except as required under FAR 52.212-4(s), in the event of a conflict between the terms and conditions of this Order and the Terms, the Terms control unless, and solely to the extent, the conflicting terms in the Order expressly identifies the applicable provision of these Terms. In accordance with GSAR 552.212-4(f), neither Party will be deemed in breach hereunder for any cessation, interruption or delay in the performance of its obligations, other than any obligations to make payments hereunder, due to causes beyond its reasonable control, including earthquake, flood, pandemic, or other natural disaster, act of God, labor controversy, civil disturbance, terrorism, war (whether or not officially declared), cyber-attacks (e.g., denial of service attacks), or the inability to obtain sufficient supplies, transportation, or other essential commodity or service required in the conduct of its business, or any change in or the adoption of any law, regulation, judgment or decree. Customer shall not assign, sublicense, or otherwise transfer, by agreement or operation of law, the rights or licenses granted to it hereunder without the prior written consent of Snorkel AI, which consent shall not unreasonably be withheld, and all assignments in violation of this prohibition shall be null and void. The Agreement is the entire

agreement between the Parties relating to the subject matter hereof and may only be modified in a writing signed by both Parties. If any provision or clause of the Agreement is held unenforceable, the remainder of the Agreement will continue in full force and effect. Nothing contained herein shall be construed so as to create a joint venture, partnership, or agency between the Parties.