

ORDER FORM

Services Terms:

- 1. **InterWorks:** Customer acknowledges and agrees that Customer is subject to the terms of the General Services Terms located at https://interworks.com/service-terms.
- 2. InterWorks Assist is provided on a remote basis, through the InterWorks Assist support site (<u>interworks.com/help</u>). Assist is designed and intended to overcome roadblocks through ad-hoc consulting, support, and/or troubleshooting. Assist provides access to InterWorks' solutions architects, analytics consultants, server/IT experts, developers, and training specialists, subject to scheduling, and to a support team with skillsets in Tableau, ThoughtSpot, Alteryx, data structure, SQL, design, and analytics. Assist services may be rendered by InterWorks consultants remotely from any global location. Assist does not include onsite services, support for related systems operations, mission critical or emergency issues, product issues covered by standard software support and maintenance, or project consulting services, as determined in InterWorks' sole discretion.

Software Terms

- 1. The pricing and other terms of this Order Form apply only to the products and services expressly specified herein, and not to any other products or services
- 2. All products are delivered electronically through a secure e-fulfilment site; no physical materials will be shipped.
- 3. For subscription licenses, fees are due annually.
- 4. For existing customers, purchase costs for additional licenses will be pro-rated to co-term with the term of the current subscription.
- 5. Subscription and maintenance renewals not remitted by the renewal date are subject to reinstatement fees.
- 6. Notwithstanding anything to the contrary in the End User Agreement, subscriptions under this Order Form shall not automatically renew, and therefore shall terminate on the applicable End Date above unless Customer enters into a new Order Form for the relevant product(s) on or before that End Date.
- 7. All sales, use, and values added taxes are the responsibility of Customer and will be calculated based on the laws and regulations of the taxing authority(ies) governing the "Ship To" location provided by Customer on this Order Form.
- 8. PRICES STATED ON THIS ORDER FORM ARE FINAL. THIS ORDER IS NON-CANCELLABLE AND NON-REFUNDABLE. Your signature on this Order Form constitutes agreement to place an order for the software described below.
- 9. All software sold is subject to the terms and conditions outlined in its respective EULA.
- a. **Alteryx:** Customer acknowledges and agrees that Customer is subject to the terms of the Main Services Agreement located at https://www.alteryx.com/legal
- b. **Dataiku:** Customer acknowledges and agrees that Customer is subject to the terms of the Main Services Agreement located at https://www.dataiku.com/legal/dataikudss/
- DataRobot: Customer acknowledges and agrees that Customer is subject to the terms of the Main Services Agreement located at https://www.datarobot.com/legal/
- d. **Snowflake:** Customer acknowledges and agrees that Customer is subject to the terms of the Main Services Agreement located at https://www.snowflake.com/legal/
 - Rollover of Unconsumed Capacity. Before the end of the Subscription Term hereunder, Reseller, may purchase additional Capacity for resale to Customer for an immediately succeeding subscription term of not less than one (1) year via a separate Reseller Order Form accepted by Snowflake (in each case, a "Renewal Order Form"). If, as part of such Renewal Order Form, Reseller purchases additional Capacity of an average annualized amount equal to or greater than the average annualized Capacity amount purchased during this Subscription Term (including additional Capacity subsequently purchased during this Subscription Term pursuant to any Additional Capacity Orders), then the balance of any unconsumed Capacity remaining hereunder as of the expiration of this Subscription Term will "roll over" (i.e. be made available) for Customer's use during such applicable Renewal Order Form subscription term. Otherwise, any unconsumed Capacity hereunder expires and becomes void automatically at the end of the Subscription Term herein. Where the Renewal Order Form is in a currency different from this Order Form, any Capacity amount rolled over will be converted into that currency based on the Consumption Table as of the Renewal Order Form effective date.
 - Conversion to On Demand. Snowflake's current On Demand Credit Price and On Demand Storage Price are set forth in the Snowflake Service Consumption Table. If Customer continues to use the Snowflake Service after it has consumed all of its Capacity or after the Subscription Term has expired, then Customer's use of Snowflake Q-385107 Reseller Capacity Order Form Page 2 of 3 Services and any Priority Support will convert to usage-based, paid monthly in arrears ("On Demand") until such time that Reseller purchases additional Capacity for Customer under a subsequent Order Form. While in On Demand, Reseller agrees to pay for all of Customer's use of the Snowflake Service, as set forth in the Snowflake Service Consumption Table, and for any Priority Support, as set forth in this Order Form, pursuant to the payment terms set forth below. On Demand usage after the expiration of the Subscription Term will be on an automatically renewing monthly subscription basis. For avoidance of doubt, the Credit Discount above will not apply to On Demand pricing.
- e. Salesforce / Tableau: Customer acknowledges and agrees that Customer is subject to the terms of the Main Services Agreement located at https://www.salesforce.com/content/dam/web/en_us/www/documents/legal/Salesforce_MSA.pdf and Order Form Supplement for Tableau Products located at www.tableau.com/ofs (collectively, the ""End User Agreement""), as well as any Additional Terms listed below.
- f. **Thoughtspot:** Customer acknowledges and agrees that Customer is subject to the terms of the Main Services Agreement located at https://www.thoughtspot.com/legal

Curator by InterWorks: Customer acknowledges and agrees that Customer is subject to the terms of the Terms and Conditions located at https://curator.interworks.com/page/terms