

China Service External Offering Terms 中国区服务相关外部产品使用条款

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These External Offerings Terms (“**External Offerings Terms**”) apply to Customer’s use of External Offerings in connection with the China Service, as defined in the agreement between Customer and DCC or one of the DCC Affiliates under which Customer is granted access and use of the China Service, together with all expressly incorporated addenda, policies, exhibits, attachments, Order Forms, and other terms incorporated by reference therein (“**Agreement**”).

这些外部产品条款(“外部产品条款”)适用于客户使用与中国区服务相关的外部产品, 定义见客户与DCC或DCC的关联方之间的基础协议。根据该协议, 客户可以访问和使用Snowflake中国区服务, 以及所有明确纳入的附录、政策、协议附件、附件订单和通过引用纳入的其他条款(协议”)。

By accessing or using any External Offerings, Customer is accepting all of the terms and conditions of these External Offerings Terms.

当客户访问或使用任何外部产品, 即表示客户接受这些外部产品条款的所有条款和条件。

DCC may update or change these External Offerings Terms, including by posting updated terms on the DCC website. For material changes or changes that have a material impact on Customer, to the extent DCC is able to confirm Customer is affected, DCC will provide reasonable notice to Customer to the email address registered and maintained in the China Service or, if no such email is registered, Customer acknowledges that the means of notification shall be at DCC’s reasonable discretion (which may include using the Customer-designated email address associated with the OrgAdmin or AccountAdmin roles of the affected Account(s)). Where no such email is registered, Customer acknowledges that DCC’s ability to timely notify shall be negatively impacted. Notices will be deemed to have been received by the addressee upon the day of sending by email. DCC may change its email address for notices under these External Offerings Terms by providing Customer written notice in accordance with this section. Customer may change its email address for notices by updating it within the China Service. For any changes which may cause Customer to be in noncompliance with these External Offerings Terms, DCC will provide thirty (30) days’ written notice prior to the effective date of such changes. Customer’s sole and exclusive remedy if it does not agree to any updates or changes to these External Offerings Terms will be to terminate (in accordance with Section 4 (Term and Termination)) of these External Offerings Terms within ten (10) days of the occurrence of any update or change to these External Offerings Terms. Customer’s failure to so terminate these External Offerings Terms will constitute Customer’s consent to such update or change.

DCC 可以更新或更改这些外部产品条款, 包括在DCC 网站上发布更新的条款。对于对客户有重大影响的重大变更或变更, 在 DCC能够确认客户受到影响的范围内, DCC将向客户提供合理的通知, 通知地址为在中国服务中注册和维护的电子邮件地址, 或者, 如果没有注册此类电子邮件, 客户承认通知方式应由DCC 合理决定(可能包括使用与受影响账户的组织管理员或账户管理员角色相关的客户指定电子邮件地址)。如果没有注册此类电子邮件, 客户承认 DCC 及时通知的能力将受到限制。在通过电子邮件发送的当天, 收件人将被视为已收到通知。DCC可根据本节规定向客户发出书面通知, 更改其根据外部产品条款发出通知的电子邮件地址。客户可以通过在中国服务中更新电子邮件地址来更改接受通知的电子邮件地址。对于可能导致客户不遵守这些外部产品条款的任何变更, DCC将在此类变更生效日期前三十(30)天发出书面通知。如果客户不同意对这些外部产品条款进行任何更新或更改, 其唯一和排他性的补救措施是在这些外部产品术语发生任何更新或变更后的十 (10)天内终止(根据第4条(期限和终止))这些外部产品条款。客户未能终止这些外部产品条款将构成客户对此类更新或更改的同意。

1. DEFINITIONS

定义

Capitalized terms used in these External Offerings Terms have the meaning indicated in the Agreement unless otherwise set forth in these External Offerings Terms.

本外部产品条款中使用的大写术语具有协议中所述的含义, 除非本外部产品条款另有规定。

“**Anaconda Packages**” means the Anaconda-provided packages, as described in the Anaconda Repo.

Anaconda 软件包”是指 Anaconda提供的软件包, 如 Anaconda Repo 中所述。

“**Anaconda Repo**” means the Anaconda-provided package repository located at <https://repo.anaconda.com/pkg/snowflake>.

“Anaconda Repo”是指位于 <https://repo.anaconda.com/pkg/snowflake>的 Anaconda 提供的软件包资源库。

“**Effective Date**” means the date of Customer’s initial installation or use of an External Offering.

“生效日期”是指客户首次安装或使用外部产品的日期。

“**Org Admin**” means an individual authorized by Customer to: (i) maintain the organization administrator system role for the China Service and the External Offerings; and (ii) manage operations at the organization level.

“组织管理员”是指客户授权的个人：(i)维护中国服务和外部产品的组织管理员系统角色；(ii)管理组织一级的业务操作。

1. AVAILABLE EXTERNAL OFFERINGS

可用的外部产品

The External Offerings currently available for Customer's use in connection with the China Service include the following:

目前可供客户使用的与中国服务相关的外部服务包括以下内容：

- i. Anaconda Repo and Packages
Anaconda Repo和软件包

2. TERMS APPLICABLE TO EXTERNAL OFFERINGS

适用于外部服务的条款

- a) Customer acknowledges and agrees that External Offerings are not part of the China Service. Customer will acquire and maintain all rights and licenses to the applicable External Offering necessary for Customer's use thereof in connection with the China Service, including pursuant to any governing terms from the External Offering service provider that may apply to such External Offering (“**Additional Terms**”). Customer shall use all External Offerings in accordance with (a) these External Offerings Terms; (b) any applicable Additional Terms; (c) the Documentation; and (d) all applicable laws and regulations, including any applicable data protection laws or regulations. Further, Customer shall not use External Offerings in a manner that (i) causes DCC to be in breach of its obligations under applicable laws and regulations; or (ii) violates the rights or terms of any third party.

客户承认并同意，外部服务不属于中国区服务的一部分。客户将获得并维护客户使用与中国区服务相关的适用外部产品所需的所有权利和许可，包括遵循外部产品提供商可能适用于此类外部发售的任何管辖条款(“附加条款”)；客户应根据(a)这些外部产品条款使用所有外部产品；(b)任何适用的附加条款；(c)文件；以及(d)所有适用的法律法规，包括任何适用的数据保护法律法规。此外，客户不得以以下方式使用外部产品：(i)导致 DCC 违反适用法律法规规定的义务；或(ii)违反任何第三方的权利或条款。

- b) Customer acknowledges and agrees that External Offerings are not created or maintained by DCC or the Snowflake Group, notwithstanding anything to the contrary in these External Offerings Terms, and that DCC and the Snowflake Group accepts no responsibility or liability of any kind for any External Offering or the content or information made available in any External Offering.

客户承认并同意，尽管这些外部产品条款中有任何相反规定，但DCC或Snowflake集团并非创建或维护外部产品，DCC和Snowflake集团对任何外部产品或任何外部产品中提供的内容或信息不承担任何责任。

3. TERM AND TERMINATION

期限和终止

These External Offerings Terms are effective as of the Effective Date and will continue until either party provides the other party written notice of termination or unless otherwise terminated in accordance with this Section 4 (the “**Term**”). The aforementioned written notice shall be submitted by the terminating party at least thirty (30) calendar days prior to the effective date of termination. If a party provides notice of termination, that party shall specify which External Offering from Section 2 (Available External Offerings) is being terminated.

这些外部产品条款自生效日期起生效，并将持续到任何一方向另一方发出书面终止通知或除非根据本第4条另有规定终止(条款)。上述书面通知应由终止方至少在终止生效日期前三十(30)个日历日提交。如果一方发出终止通知，该方应说明第2条(可用外部产品)中的哪一项外部产品将被终止。

- a) TERMINATION BY CUSTOMER

客户终止

Customer may terminate these External Offerings Terms by ceasing to use the relevant External Offering.

客户可以通过停止使用相关的外部产品来终止这些外部产品条款：

4.2 TERMINATION BY DCC

由DCC 终止

DCC reserves the right, without incurring any associated liability, to terminate these External Offerings Terms and/or temporarily limit, suspend, or terminate Customer's access to or use of any External Offering in connection with the China Service at any time if DCC determines or reasonably suspects that: (i)

Customer is violating any applicable laws, policies, or agreements (including these External Offerings Terms); (ii) Customer is abusing DCC's services; or (iii) Customer has created any legal, regulatory, security, or reputational risks for DCC.

如果 DCC 确定或合理怀疑:(i)客户违反了任何适用的法律、政策或协议(包括这些外部产品条款), DCC 有权在不承担任何相关责任的情况下, 随时终止这些外部产品的条款和/或暂时限制、暂停或终止客户访问或使用与中国服务有关的任何外部产品;(ii)客户滥用 DCC 的服务;或(iii)客户给 DCC带来了任何法律、监管、安全或声誉风险。

4. MISCELLANEOUS

其他

If a court of competent jurisdiction holds any provision of these External Offerings Terms to be unenforceable or invalid, that provision will be limited to the minimum extent necessary so that these External Offerings Terms will otherwise remain in effect. Section headings are inserted for convenience only and shall not affect the construction of these External Offerings Terms. The term "including" and its derivatives shall be interpreted to mean "including without limitation." These External Offerings Terms, together with the Agreement, are the complete and exclusive statement of the mutual understanding of the parties and supersede and cancel all previous written and oral agreements and communications relating to the subject matter of these External Offerings Terms. Except as specifically set forth in these External Offerings Terms, all terms and conditions of the Agreement remain in full force and effect. In the event of any conflict between these External Offerings Terms and the Agreement, these External Offerings Terms will control with respect to the subject matter herein.

如果具有管辖权的法院认为这些外部产品条款的任何条款不可执行或无效, 则该条款将被限制在必要的最低限度内, 以便这些外部产品条款在其他方面继续有效。插入章节标题仅为方便起见, 不应影响这些外部产品条款的解释。条款“包括”及其派生词应解释为“包括但不限于”。这些外部产品条款与基础协议是双方相互理解的完整和排他性声明, 取代并取消之前与这些外部产品条款主题相关的所有书面和口头协议及通信。除非这些外部产品条款中有明确规定否则本协议的所有条款和条件仍然完全有效。如果这些外部产品条款与基础协议有任何冲突, 则以本外部产品条款为主。