

CHINA SERVICE LISTING PROVIDER AND CONSUMER TERMS

中国区服务上架物料提供商和上架物料消费者条款

Latest updated time: Jun.1st, 2024

更新日期: 2024年6月1号

1. INTRODUCTION.

引言

- 1.1. These Terms (see Section 15 (Defined Terms) for this and other capitalized defined terms) are entered into by and between Digital China Cloud Technology Limited (“DCC”) and Customer to govern Customer’s use of the Listing Functionality (a) as a Listing Provider, to offer its Listing Provider Materials to one or more Listing Consumers; and/or (b) as a Listing Consumer, to access and use Products made available by Listing Providers.

本条款(见第 15 条(定义条款)中的本条款和其他大写定义条款)由北京神州数码云计算有限公司(“DCC”)与客户签订,以管理客户使用上架功能(a)作为上架产品提供商,向一个或多个上架产品消费者提供其上架产品提供商的相关物料;和/或(b)作为上架产品消费者,访问和使用上架提供商提供的产品。

- 1.2. Customer’s use of the China Service and any Account(s) is governed by Customer’s China Service Agreement. For clarity, any claims arising in connection with the China Service and/or any Account will be made under the China Service Agreement and not these Terms.

客户对中国服务和任何账户的使用受中国区服务协议管辖。请明确,中国区服务和/或任何账户有关的任何索赔将根据中国区服务协议而非本条款提出。

- 1.3. Use of the Listing Functionality is dependent on features of the China Service (e.g., data sharing and replication), and utilizing such features in connection with the Listing Functionality will subject Customer to charges for those features as set forth in Customer’s China Service Agreement. Notwithstanding the foregoing, the Listing Functionality is not part of the China Service.

上架功能的使用取决于中国区服务的功能(如数据共享和复制),上架功能相关的此类功能的使用将使客户承担客户中国区服务协议中规定的这些功能的费用。尽管有上述规定,上架功能不属于中国区服务的一部分。

- 1.4. Customer acknowledges and agrees that Customer may use the Listing Functionality to issue instructions to the China Service to process Customer Data. Terms applicable to Customer Data in Customer’s China Service Agreement remain in effect when Customer is using the Listing Functionality.

客户承认并同意,客户可使用上架功能向中国区服务发出处理客户数据的指示。客户使用上架功能时,客户的中国服务协议中适用于客户数据的条款仍然有效。

- 1.5. To the extent Customer’s China Service Agreement does not include these Terms, Customer’s Org Admin is required to accept these Terms within Snowsight (the Web interface of the China Service) and, by accepting these Terms, represents and warrants that they have the authority to do so on behalf of Customer. Without limiting Section 14.10 (Entire Agreement), as of the Effective Date, prior agreements covering Customer’s use of the Listing Functionality are hereby terminated and superseded by these Terms.

如果客户的中国服务协议不包括这些条款,则客户的组织管理员必须在Snowsight(中国服务的网络界面)内接受这些条款,并通过接受这些条款来声明和保证他们有权代表客户这样做。在不限第 14.10条(完整协议)的情况下自生效日期起,涵盖客户使用上架功能的先前协议特此终止,并由这些条款取代。

- 1.6. These Terms are enforceable like any written agreement signed by Customer and DCC.

这些条款与客户和 DCC 签署的任何书面协议一样具有可执行性。

2. **USE OF LISTING FUNCTIONALITY AS A LISTING CONSUMER.** If Customer is using the Listing Functionality as a Listing Consumer, the following provisions will apply:

作为上架产品消费者使用上架功能。如果客户作为上架产品消费者使用上架功能, 则以下规定将适用:

- 2.1. **General.** The Listing Functionality provides Customer with the abilities to access and use Listing Provider Materials as a Listing Consumer in accordance with these Terms, the Supplemental Documentation, and any Listing Terms agreed to by Customer. The availability of any listing, description, or image of a Product does not imply DCC's endorsement of such Product or affiliation with the Listing Provider of such Product.

一般条款。上架功能使客户能够按照这些条款、补充文件和客户同意的任何上架条款2.1.作为上架产品消费者访问和使用上架提供商提供的物料。任何上架产品、描述或图像的可用性并不意味着 DCC 对该产品的认可或与该产品的上架提供商有关联。

- 2.2. **General Restrictions.** Customer acknowledges and agrees that Customer will not use the Listing Functionality in any region outside the People's Republic of China, which for purposes of these Terms does not include Hong Kong, Taiwan or Macau (“PRC”).

一般限制。客户承认并同意, 客户不会在中华人民共和国内地以外的任何地区使用上架功能, 就本条款而言, 该地区不包括香港、台湾或澳门(“PRC”)

- 2.3. **Responsibility for Listing Provider Materials.** The Listing Provider is solely responsible and liable for its Listing Provider Materials, and DCC bears no responsibility or liability for such Listing Provider Materials and makes no representations as to the completeness, accuracy, reliability, validity, availability, or timeliness of the listings, descriptions, or images (including any features, specifications, and prices contained therein). DCC is under no obligation to review, accept or deny, monitor, or otherwise control the content of any Listing Provider Materials. Customer acknowledges that the Listing Provider, not DCC, is responsible for addressing any claims relating to the Listing Provider Materials or Customer's possession and/or use of the Listing Provider Materials, including any (i) intellectual property or product liability claims, (ii) claims that the Listing Provider Materials infringe or otherwise violate third-party rights or fail to conform to any applicable legal or regulatory requirement, (iii) claims arising under consumer protection or similar legislation, and (iv) obligations required under applicable data protection laws.

上架提供商对物料的责任。上架提供商对其上架的物料全权负责, DCC对该等上架提供商的物料不承担任何责任, 也不对上架、描述或图像(包括其中包含的任何功能、规格和价格)的完整性、准确性、可靠性、有效性、可用性或及时性作出任何陈述。客户承认, 上架提供商(而非DCC)负责处理与上架提供商物料或客户拥有和/或使用上架提供商物料有关的任何索赔, 包括任何(i)知识产权或产品责任索赔, (ii)上架提供商的物料侵犯或以其他方式侵犯第三方权利或不符合任何适用法律或监管要求的索赔, (iii)消费者保护或类似立法下产生的索赔, 以及(iv)适用数据保护法下要求的义务,

- 2.4. **Transactions.** All Transactions conducted using the Listing Functionality are between a Listing Consumer and a Listing Provider and will be governed by Listing Terms. DCC does not guarantee to any Listing Consumer that attempts to enter into a Transaction will be accepted or approved by any Listing Provider. DCC is not a party to such Listing Terms or responsible for the delivery of any Product.

交易。使用上架功能进行的所有交易均在上架消费者和上架提供商之间进行, 并受上架条款管转。DCC不向任何上架消费者保证上架提供商会接受或批准任何试图进行交易的上架消费者。DCC不是此类上架条款的一方, 也不对任何产品的交付负责。

- 2.5. **Support.** Unless otherwise provided by these Terms, the Listing Provider will be solely responsible for addressing support and maintenance matters relating to its Listing Provider Materials and Listing Terms and inquiries or requests from Listing Consumers regarding its Listing Provider Materials and Listing Terms, including those related to quality, content, errors, or refunds. Any inquiries, requests, complaints, or claims with respect to the Listing Terms or Listing Provider Materials should be directed to the applicable Listing Provider.

支持。除非本条款另有规定, 否则上架提供商将全权负责处理与其上架提供商物料和上架条款有关的支持和维护事宜, 以及上架消费者对其上架提供商的物料或上架条款的询问或请求, 包括与质量、内容、错误或退款有关的问题。与上架条款或上架提供商物料有关的任何询问、请求、投诉或索赔应直接向适用的上架提供商提出。

- 2.6. **Access to Listing Provider Materials.** Customer acknowledges and agrees that: (i) DCC may at any time limit, suspend, or terminate Customer's and any Listing Provider's abilities to access or use the Listing Functionality, subject to Sections 4.3 (Content Moderation) and 5 (Term and Termination), including the abilities to access, use, and share, as applicable, Listing Provider Materials using the Listing Functionality; and (ii) Listing Providers may at any time stop using the Listing Functionality to share their Listing Provider Materials, subject to the terms applicable to the Listing Provider in these Terms, any applicable Listing Terms, and any other existing obligations between Customer and the Listing Provider; in each case without liability to DCC.

访问上架提供商物料。客户承认并同意:(i)DCC 可根据第 4.3 条(内容审核)和第5条(期限和终止)的规定,在任何时间限制、暂停或终止客户和任何上架提供商访问或使用上架功能的能力,包括使用上架功能访问、使用和共享(如适用)上架提供商的物料的能力;以及(ii)根据本条款中适用于上架提供商的条款、任何适用的上架条款以及客户与上架提供商之间的任何其他现有义务,上架提供商可随时停止使用上架功能共享其上架提供商的物料;在每种情况下均不对DCC承担责任。

- 2.7. **Compliance with Applicable Law.** Customer represents and warrants that it will comply with all applicable laws and regulations, including the Outbound Data Regulations and any other PRC Laws, in connection with using the Listing Functionality as a Listing Consumer, including in connection with all Transactions and Listing Provider Materials it obtains or uses, and by obtaining all necessary consents, permissions, and licenses with respect to its access and use of such Listing Provider Materials. For clarity, to the extent that the Listing Provider Materials include or use artificial intelligence or machine learning services or technology ("AI Technology"), and without limitation to any different allocation of risk as may be directly agreed upon between the relevant Listing Provider and Customer, Customer acknowledges and agrees that (i) Customer is responsible for all acts, omissions, results, decisions, and consequences arising from Customer's use of the AI Technology, including compliance with any applicable obligations or restrictions arising from data protection laws and agreements, intellectual property laws, and laws and regulations governing the use of AI Technology; and (ii) the AI Technology is not designed for use with any sensitive, critical, vulnerable, or hazardous systems or environments, use that could result in harm to persons or property, or use that could violate individual rights.

依从适用法律。客户声明并保证,其将遵守与作为上架消费者使用上架功能相关的所有适用法律法规,包括出境数据条例和任何其他中华人民共和国法律,与交易和其获得或使用上架提供商物料的相关法律法规,并获得与访问和使用此类上架提供商物料相关的所有必要同意、许可和执照。请明确,在上架提供商物料包括或使用人工智能或机器学习服务或技术(“人工智能技术”)的范围内,且不限于相关上架提供商与客户之间直接商定的任何不同风险分配,客户承认并同意:(i)客户应对客户使用人工智能技术产生的所有行为、不作为、结果、决定和后果负责,包括遵守数据保护法律和协议、知识产权法以及管理人工智能技术使用的法律和法规产生的任何适用义务或限制;以及(ii)人工智能技术不适用于任何敏感、关键、脆弱或危险的系统或环境,不适用于可能对人身或财产造成伤害的用途,也不适用于侵犯个人权利的用途。

3. **USE OF LISTING FUNCTIONALITY AS A LISTING PROVIDER.** If Customer is using the Listing Functionality as a Listing Provider, the following provisions will apply:

作为上架提供商使用上架功能。如果客户作为上架提供商使用上架功能,则以下规定将适用:

- 3.1. **General.** The Listing Functionality provides Customer with the abilities to provide Listing Provider Materials as a Listing Provider in accordance with these Terms, the Supplemental Documentation, and any applicable Listing Terms.

一般条款。上架功能使客户能够根据这些条款、补充文件和任何适用的上架条款,以上架提供商的身份提供上架提供商物料。

- 3.2. **Listing Provider Materials.** Customer is solely responsible for its Listing Provider Materials (including the accuracy, content, and legality of such Listing Provider Materials) and will not use the Listing Functionality to share any "important data" or "core data," as defined under PRC Laws. DCC bears no responsibility or liability for Customer's Listing Provider Materials. Customer represents and warrants that it has all necessary rights and permissions to provide and license the Listing Provider Materials to DCC, DCC's subcontractors (e.g., including members of the Snowflake Group), and Listing Consumers as contemplated in these Terms.

上架提供商物料。客户对其上架提供商的物料(包括此类上架提供商物料的准确性3.2.内容和合法性)全权负责,不会使用上架功能共享中华人民共和国法律规定的任何“重要数据”或“核心数据”。DCC对客户的上架提供商的物料不承担任何责任。客户声明并保证,其拥有向DCC、DCC的分包商(例如,包括Snowflake集团的成员)和本条款中规定的上架消费者提供和许可上架提供商物料的所有必要权利和许可。

- 3.3. **Publishing Listing Information.** Customer must submit to DCC the Listing Information when offering a Product to Listing Consumers. Customer is responsible for confirming that the Listing Information accurately describes its Product and that both comply with these Terms.

发布上架信息。客户向上架消费者提供产品时,必须向DCC提交上架信息。客户有责任确认上架信息准确描述了其产品,并且两者都符合这些条款。

- 3.4. **Review.** DCC may, in its sole discretion, review Customer's Listing Information and Product(s) from time to time, for quality, abuse, and/or security issues in connection with the provision of the Listing Functionality (each such review, a "Review"). DCC shall have no responsibility or liability for rejection of any Listing Information or Product, or its failure to identify any deficiencies or problems of any type with either the Listing Information or Product, including, issues related to compliance with applicable terms or law. Customer may not advertise or rely on any Review as part of its own compliance or marketing activities. For the avoidance of doubt, DCC's access and use of any Product(s) for purposes of a Review shall be governed solely by these Terms, and not any Listing Terms or other terms.

审查。DCC可自行决定不时审查客户的上架信息和产品,以了解与上架功能提供有关的质量、滥用和/或安全问题(每次这样的审查,称为“审查”)。DCC对拒绝上架信息或产品,或未能识别上架信息或产品的任何缺陷或问题,包括与遵守适用条款或法律有关的问题,不承担任何责任。客户不得将任何审查作为其合规或营销活动的一部分进行广告宣传或其他合规审查的依赖审查。为避免疑问,DCC出于审查目的对任何产品的访问和使用仅受本条款管辖,不受任何上架条款或其他条款管辖。

- 3.5. **Support.** Customer acknowledges and agrees that: (i) Customer is solely responsible for addressing support and maintenance matters relating to its Listing Provider Materials, Listing Terms, and inquiries or requests from Listing Consumers regarding the Listing Terms and Listing Provider Materials, including any inquiries or requests related to quality, content, errors, or refunds; (ii) DCC will refer all such matters to Customer; (iii) Customer will handle such matters regarding the Listing Provider Materials and the Listing Terms, including as may arise in connection with any use of a Product; in each case, unless such matters are solely caused by breach of the Terms by DCC; and (iv) Customer will provide and maintain its contact information in the Listing Information and will be reasonably available to Listing Consumers for all such inquiries and requests on a regular basis.

支持。客户承认并同意:(i)客户全权负责处理与其上架提供商物料、上架条款有关的支持和维护事宜,以及上架消费者对上架条款和上架提供商物料的询问或请求,包括与质量、内容、错误或退款有关的任何询问或请求;(ii)DCC将所有此类事项提交给客户;(iii)在任何情况下客户将处理与商家提供商物料和上架条款有关的事项,包括与产品的任何使用有关的事项;除非此类事项仅由DCC违反条款造成;以及(iv)客户将在上架信息中提供并维护其联系信息,并将定期向上架消费者合理提供所有此类查询和请求。

- 3.6. **Compliance with Applicable Law.** Customer represents and warrants that it will comply with all applicable laws and regulations, including the Outbound Data Regulations and any other PRC Laws, in connection with using the Listing Functionality as a Listing Provider, including in connection with all Transactions and Listing Provider Materials. For clarity and without limiting the foregoing, to the extent that Customer's Listing Provider Materials include AI Technology, Customer acknowledges and agrees that (i) Customer is responsible for compliance with any applicable legal or regulatory obligations arising from data protection laws and agreements, intellectual property laws, and laws or regulations governing the use of AI Technology; and (ii) Customer will not indicate that such AI Technology is designed for use with any sensitive, critical, vulnerable, or hazardous systems or environments use that could result in harm to persons or property, or use that could violate individual rights.

依从适用法律。客户声明并保证,其将遵守所有适用的法律法规,包括出境数据条例和任何其他与作为上架提供商使用上架功能相关的,与所有交易和上架提供商物料有关中华人民共和国法律。请明确,不限制前述内容,在客户的上架提供商物料包括人工智能技术的情况下,客户承认并同意:(i)客户有责任遵守数据保护法律和协议、知识产权法以及管理人工智能技术使用的法律或法规所产生的任何适用法律或监管义务;以及(ii)客户不会表示此类人工智能技术是为与任何敏感、关键、易受攻击或危险的系统或环境一

起使用而设计的, 因这些系统或环境可能会对人身或财产造成伤害, 或可能侵犯个人权利。

- 3.7. **Listing Terms.** Prior to executing any Transaction with a Listing Consumer, Customer shall enter into Listing Terms with the relevant Listing Consumer. The Listing Terms that Customer enters into with each Listing Consumer will be between Customer (as Listing Provider) and the applicable Listing Consumer only. Under no circumstances shall DCC be a party to any such Listing Terms unless DCC is the Listing Consumer. Customer acknowledges and agrees that it, and not DCC, will be responsible for performing the obligations of any Listing Terms with Listing Consumers, and DCC disclaims all responsibility and liability arising from or related to any Listing Terms, unless DCC is the Listing Consumer. The Listing Terms must include, at a minimum, terms providing that: (i) the agreement is solely between Customer and the Listing Consumer, and not DCC (except where DCC is the Listing Consumer); and (ii) Customer is solely responsible and liable for the Listing Provider Materials and obligations under the Listing Terms, including any maintenance and support services.

上架条款。在与上架消费者进行任何交易之前, 客户应与相关上架消费者签订上架条款。客户与每个上架消费者签订的上架条款仅在客户(作为上架提供商)和适用的上架消费者之间。除非 DCC是上架消费者, 否则DCC在任何情况下都不得成为任何此类上架条款的一方。客户承认并同意, 其(而非DCC)将负责与上架消费者履行任何上架条款的义务, DCC不承担因任何上架条款产生或与之相关的所有责任和义务, 除非 DCC是上架消费者。上架条款必须至少包括以下条款: (i)该协议仅在客户与上架消费者之间, 而非与DCC之间(DCC是上架消费者的情况除外); 以及(ii)客户对上架条款项下的上架提供商物料和义务, 包括任何维护和支持服务, 负有全部责任。

- 3.8. **Listing Consumer Use.** Customer acknowledges that DCC has no control over or responsibility for how Listing Consumers use Listing Provider Materials. DCC is under no obligation to monitor or otherwise limit Listing Consumers' use of any Listing Provider Materials, including use of any database functions in a Product or use of any information from a Product. Customer's recourse for any actual or apparent misuse of Listing Provider Materials by a Listing Consumer shall be solely recoverable against the applicable Listing Consumer.

上架消费者使用。客户承认DCC对上架消费者如何使用上架提供商的物料没有控制权或责任。DCC没有义务监控或以其他方式限制上架消费者对任何上架提供商的物料的使用, 包括对产品中任何数据库功能的使用或对产品中的任何信息的使用。客户对上架消费者实际或明显滥用上架提供商的物料的追求权只能向适用的上架消费者追偿。

- 3.9. **Third-Party Notices.** If applicable, Customer will promptly handle any takedown requests, and other notices of alleged infringement or illegality, or violation of third-party rights relating to the Listing Provider Materials, as necessary to comply with applicable law, and will promptly notify DCC of any such requests or notices.

第三方通知。如适用, 客户将根据适用法律的要求, 及时处理任何撤销请求, 以及其他涉嫌侵权或违法或侵犯与上架提供商物料的相关的第三方权利的通知, 并将任何此类请求或通知及时通知 DCC。

- 3.10. **Export Control.** Customer agrees to comply with all export and import laws and regulations, including those of China and the United States applicable to Customer in connection with its use of the Listing Functionality. Without limiting the foregoing, Customer represents and warrants that it: (a) is not listed on, or majority-owned by any entity listed on, any China or U.S. government list of prohibited or restricted parties; (b) is not located in (or a national of) a country that either is subject to any restrictions under PRC Laws or a U.S. government embargo or has been designated by the U.S. government as a "state sponsor of terrorism"; (c) will not (and will not permit any third parties to) access or use the Listing Functionality in violation of any restrictions under PRC Laws or U.S. export embargo, prohibition or restriction; and (d) will not use the Listing Functionality to share any information that is controlled under the U.S. International Traffic in Arms Regulations or any similar PRC Laws.

出口管制。客户同意遵守所有进出口法律法规, 包括适用于客户使用上架功能的中国和美国法律法规。在不限制上述规定的情况下, 客户声明并保证: (a)未在任何中国或美国政府禁止或限制方名单上列出, 或由任何该类列出的实体持有多数股权; (b)不在受中华人民共和国法律或美国政府禁运限制或被美国政府指定为“支持恐怖主义的国家”的国家(也不是其国民); (c)不会(也不会允许任何第三方)违反中华人民共和国法律或美国出口禁运、禁令或限制的任何限制访问或使用上架功能; 以及(d)不会使用上架功能共享美国

国际武器贩运条例或任何类似中华人民共和国法律控制的任何信息。

- 3.11. **Personal Data Provided by DCC.** For any Personal Data that is provided to Customer by or on behalf of DCC, or otherwise collected by Customer from DCC or from the Listing Functionality, Customer agrees that it, and all third parties and Affiliates (as applicable) who are provided or otherwise process the Personal Data, shall: (i) not Sell, Combine, or Share the Personal Data, (ii) not use the Personal Data in a manner that could cause any exchange of the Personal Data to qualify as a Sale or Share of such Personal Data, (iii) only use the Personal Data for Transactions and, if Customer has obtained all required consents, marketing communications limited to Products, in each case, in accordance with Customer's public-facing privacy notice and applicable law, (iv) keep the Personal Data secure, using industry-standard or better measures, and (v) cooperate with DCC in the satisfaction of any related data subject requests. Further transfers of the Personal Data by Customer (if any) must comply with all applicable laws and regulations governing such transfer, including any required data subject notice and/or consent. Customer shall provide DCC a link to Customer's public-facing privacy notice when requested and such link may be included on any DCC site where Personal Data of a Listing Consumer is collected by or on behalf of Customer in connection with a Transaction. Customer shall use commercially reasonable efforts to ensure such link remains up-to-date and operational.

DCC提供的个人数据。对于 DCC或代表 DCC向客户提供的任何个人数据, 或客户从 DCC或上架功能以其他方式收集的个人数据, 客户同意, 客户以及所有提供或以其他方式处理个人数据的第三方和关联方(如适用)应: 使用行业标准或更好的措施确保个人数据的安全, 以及(v)与 DCC 合作以满足任何相关数据主体的请求。客户对个人数据的进一步转让(如有)必须遵守管理此类转让的所有适用法律法规, 包括任何要求的数据主体通知和/或同意。客户应尽商业上合理的努力, 确保此类链接保持最新和可操作。

- 3.12. **Personal Data Provided by Listing Provider.** Customer shall not disclose any Personal Data in any Listing Information. If any Personal Data is included in the Product, Customer represents and warrants that it complies with all applicable laws, including that Customer (i) collects, discloses, transfers, and maintains the Personal Data in accordance with such laws (e.g., obtaining any required consents), (ii) enters into any legally required terms with Listing Consumers prior to a Transaction, and (iii) satisfies any applicable data subject request or notification required by applicable law.

上架提供商提供的个人数据。客户不得在任何上架信息中披露任何个人数据。如果产品中包含任何个人数据, 客户声明并保证其遵守所有适用法律, 包括客户(i)根据这些法律收集、披露、转让和维护个人数据(例如, 获得任何必要的同意)(ii)在交易前与上架消费者签订任何法律要求的条款, 以及(iii)满足适用法律要求的任何适用数据主体请求或通知。

4. **LICENSES AND OWNERSHIP; FEEDBACK.**

许可证和所有权; 反馈。

- 4.1. **DCC Rights.** Customer agrees that DCC or its suppliers retain all right, title and interest (including all patent, copyright, trademark, trade secret and other intellectual property rights) in and to the Listing Functionality. Except for the express limited rights set forth in these Terms, no right, title or interest in the Listing Functionality is granted to Customer.

DCC权利。客户同意DCC或其供应商保留上架功能的所有权利、所有权和利益(包括所有专利、版权、商标、商业秘密和其他知识产权)。除本条款中明确规定的有限权利外, 不向客户授予上架功能的任何权利、所有权或权益。

- 4.2. **Listing Information and Listing Provider Materials.** If Customer is using the Listing Functionality as a Listing Provider, the following provisions apply:

上架信息和上架提供商物料。如果客户将作为上架提供商使用上架功能商, 则适用以下规定:

- 4.2.1. **Listing Information.** Subject to these Terms and solely in connection with DCC operating and improving the Listing Functionality, Customer hereby grants to DCC and its subcontractors (e.g., including members of the Snowflake Group) a non-exclusive, worldwide, royalty-free, sublicensable, revocable (provided these Terms shall be terminated immediately upon revocation pursuant to Section 5 (Term and Termination)) license to use, reproduce, distribute, display, and translate the Listing Information via the China Service, including for the purpose of identifying Customer, and any third parties on whose behalf Customer makes a Product available, as a Listing Provider to the select

Listing Consumers identified by Customer. DCC may make reasonable, minor changes to the Listing Information, such as resizing or reformatting the Listing Information. As between the parties, Customer owns and reserves all right, title, and interest in and to the Listing Information. For the avoidance of doubt, to the extent that Customer provides DCC with any videos, video links, or video URLs (“**Video Content**”) as part of the Listing Information, the license grant in this section will extend to embedding such Video Content in connection with operating and improving the Listing Functionality.

上架信息。根据这些条款, 仅就DCC运营和改进上架功能而言, 客户特此授予 DCC 及其分包商(例如, 包括 Snowflake 集团的成员)非排他性、全球范围内的、免版税的、可再许可的、可撤销的(前提是这些条款应在根据第5条(条款和终止)被撤销后立即终止)许可, 以通过中国服务使用、复制、分发、显示和翻译上架信息, 包括识别客户和客户代表其提供产品的任何第三方, 作为客户识别的特定上架消费者的上架提供商。DCC可能会对上架信息进行合理的微小更改, 例如调整上架信息的大小或重新格式化。就双方而言, 客户拥有并保留上架信息的所有权利、所有权和权益。为避免疑问, 如果客户向 DCC提供任何视频、视频链接或视频 URL(“视频内容”)作为上架信息的一部分, 则本节中的许可授予将扩展到嵌入与运营和改进上架功能相关的此类视频内容。

- 4.2.2. **Listing Provider Materials.** Customer hereby authorizes DCC to process, display, and make available the Listing Provider Materials only to the extent necessary to perform its obligations, including to address service or technical problems, under these Terms and to exercise its rights under Section 4 (Licenses and Ownership; Feedback). The Parties acknowledge that, in the event of any third-party claims that the Listing Provider Materials or a Listing Consumer’s possession and use of the Listing Provider Materials infringe such third party’s intellectual property rights, the applicable Listing Provider will be solely responsible for the investigation, defense, settlement, and complete resolution of any such claim.

上架提供商物料。客户特此授权 DCC 仅在履行其在本条款下的义务(包括解决服务或技术问题)以及行使其在第4条(许可证和所有权; 反馈)下的权利所需的范围内处理、展示和提供上架提供商物料。各方承认, 如果任何第三方声称上架提供商的物料或上架消费者对上架提供商的物料的占有和使用侵犯了该第三方的知识产权, 适用的上架提供商将全权负责任何此类索赔的调查、辩护、解决和完全解决。

- 4.3. **Content Moderation.** If Customer is using the Listing Functionality as a Listing Provider, DCC may at any time (i) modify, obfuscate, or remove any of Customer’s Listing Information and/or (ii) limit, suspend, or terminate Customer’s access to or use of the Listing Functionality, in either case if DCC determines that Customer’s Listing Provider Materials: (a) do not comply with these Terms; (b) have created any legal, regulatory, security, or reputational risks for DCC or its customers; or (c) are otherwise unlawful. Notwithstanding the foregoing, DCC (i) has no duty or obligation to review, accept or deny, monitor, or otherwise control any Listing Provider Materials or use thereof; and (ii) is under no obligation to monitor Customer’s compliance with these Terms. This section does not create any private right of action on the part of any third party or any expectation that Listing Provider Materials shared using the Listing Functionality will not contain any content that is prohibited by these Terms.

内容审核。如果客户作为上架提供商使用上架功能, DCC可随时(i)修改混淆或删除客户的任何上架信息和/或(ii)限制、暂停或终止客户对上架功能的访问或使用, 在任何一种情况下如果DCC确定客户的上架提供商的物料: (a)不符合本条款; (b)已对DCC或其客户造成任何法律、监管安全或声誉风险; 或(c)在其他方面不合法。尽管有上述规定, DCC(i)没有责任或义务审查、接受或拒绝、监控或以其他方式控制任何上架提供商的物料或其使用; 以及(ii)没有义务监控客户遵守这些条款。本节不会产生任何民事权利, 对于任何第三方或任何期望使用上架功能共享的上架提供商物料不会包含本条款禁止的任何内容。**Information Disclosed to Listing Providers.** If Customer is using the Listing Functionality as a Listing Consumer and accesses or uses Listing Provider Materials, DCC collects and may disclose to the relevant Listing Provider Customer’s contact information as it exists in the user profile, general account details, and details about the Transaction, including Listing Usage Data (which identify Customer). DCC will collect and disclose such information in accordance with DCC’s Privacy Notice at <https://www.snowflake.cn/legal> (or such successor URL as may be designated by DCC). Listing Providers may use such information in accordance with their respective privacy notices provided to Customer during the Transaction, including to market other Products offered by such Listing Providers using the Listing Functionality. Customer may obtain additional information regarding the Listing

Provider's processing of such information, and how to contact the Listing Provider, from the Listing Provider's privacy notice.

向上架提供商披露的信息。如果客户作为上架消费者使用上架功能并访问或使用上架提供商物料, DCC 收集并可能向相关上架提供商披露用户档案中存在的客户联系信息、一般账户详细信息和交易详细信息, 包括上架使用数据(识别客户)。DCC将根据DCC的隐私声明收集和披露此类信息, 网址为 <https://www.snowflake.cn/legal>, 上架提供商可根据其在交易期间向客户提供的各自隐私声明使用此类信息, 包括使用上架功能营销此类上架提供商提供的其他产品。客户可以从上架提供商的隐私通知中获得有关上架提供商处理此类信息的额外信息, 以及如何联系上架提供商。

- 4.4. **Feedback.** At its option, DCC may freely use and incorporate into its products and services any suggestions, comments, or other feedback voluntarily provided by Customer or by any Users relating to DCC's products or services.

反馈。DCC可自行选择使用客户或任何用户自愿提供的与DCC产品或服务有关的任何建议、意见或其他反馈, 并将其纳入其产品和服务中。

- 4.5. **Listing Usage Data.** Customer acknowledges and agrees that DCC and its subcontractors (e.g., members of the Snowflake Group) may collect and use Listing Usage Data to develop, improve, support, and operate their respective products and services, including the Listing Functionality.

上架使用情况数据。客户承认并同意 DCC及其分包商(例如 Snowflake 集团的成员)可以收集和使用上架使用数据来开发、改进、支持和运营其各自的产品和服务, 包括上架功能。

5. TERM AND TERMINATION.

期限和终止。

- 5.1. **Term.** These Terms are effective as of the Effective Date and will continue until (i) either Party provides the other Party with at least 30 days' written notice of termination prior to the desired termination date; or (ii) these Terms are terminated in accordance with Section 5.2 (Termination by Customer) or Section 5.3 (Termination by DCC); whichever is earlier (the "Term").

期限。本条款自生效日期起生效, 并将持续到(i)任何一方在所需终止日期前至少提前 30 天向另一方发出书面终止通知;或(ii)本条款根据第 5.2 条(客户终止)或第 5.3 条(DCC 终止)终止;以较早者为准("期限")。

5.2. Termination by Customer.

客户终止。

- (a) With respect to Customer's use of the Listing Functionality as a Listing Provider: subject to these Terms and any applicable Listing Terms, Customer may terminate these Terms by ceasing to use the Listing Functionality to share its Listing Provider Materials, including any associated Product.

关于客户作为上架提供商使用上架功能:根据本条款和任何适用的上架条款客户可以终止本条款, 停止使用上架功能共享其上架提供商物料, 包括任何相关产品。

- (b) With respect to Customer's use of the Listing Functionality as a Listing Consumer: subject to these Terms and any applicable Listing Terms, Customer may terminate these Terms by ceasing to use the Listing Functionality to access and use any Listing Provider Materials, including any associated Product.

关于客户作为上架消费者使用上架功能:根据这些条款和任何适用的上架条款, 客户可以通过停止使用上架功能访问和使用任何上架提供商的物料(包括任何相关产品)来终止这些条款。

- 5.2. **Termination by DCC.** DCC reserves the right, without incurring any associated liability, to suspend the provision of the Listing Functionality and/or terminate these Terms at any time, if DCC determines or reasonably suspects that: (i) Customer is violating any applicable laws, policies, or agreements (including these Terms and any applicable Listing Terms); (ii) Customer is abusing DCC's services; or (iii) Customer has created any legal, regulatory, security, or reputational risks for DCC. In addition, notwithstanding anything to the contrary in these Terms, DCC may immediately suspend the provision of the Listing Functionality and/or terminate these Terms if: (a) changes in, or changes in the

enforcement of, PRC Laws and/or United States laws, government regulations or requirements cause DCC to believe that these Terms or the Listing Functionality conflict with such laws, regulations or requirements; (b) DCC's relationship with a third party which provides any technical support used by DCC to provide the Listing Functionality expires, terminates, or requires DCC to change the way DCC operates or provides the Listing Functionality; (c) any source code (including interpreted code) of the underlying software code of the Listing Functionality may be required to be disclosed to any person, entity or organization other than the Snowflake Group; (d) any information or algorithm that may compromise Customer Data may be required to be disclosed to any third party; or (e) allowed under Section 8.2 (PRC CII Compliance).

由DCC终止。本公司保留在无须发出通知的情况下, 暂时或永久地更改或停止部分或全部“服务”的权利。如果本公司确定或合理怀疑:(i)客户违反任何适用的法律、政策或协议(包括本条款和任何适用的上架条款); (ii)客户滥用DCC的服务;或(iii)客户给DCC造成任何法律、监管、安全或声誉风险。此外, 即使本条款中有任何相反规定, DCC可在下列情况下立即暂停提供上架功能和/或终止本条款:(a)中国法律和/或美国法律、政府法规或要求导致DCC认为本条款或上架功能与此类法律、法规或要求相冲突;(b)DCC与DCC提供上架功能的任何技术支持的第三方的关系到期、终止, 或要求DCC改变DCC运作或提供上架功能的方式;(c)上架功能的基础软件代码的任何源代码(包括解释代码)可能被要求向Snowflake集团以外的实体、组织或任何人披露;(d)可能泄漏客户数据的任何信息或算法可能须要向任何第三方披露;或者(e)第 8.2 节(“中国关键信息基础设施合规性”)允许的情况下。

- 5.3. **Cure.** Prior to exercising its rights under Section 5.3 (Termination by DCC), DCC will make commercially reasonable efforts to provide Customer an opportunity to cure any such prohibited conduct, unless, in DCC's opinion: (i) providing such a cure opportunity would be contrary to applicable law; (ii) the provision of such an opportunity, or failing to timely limit, suspend, or terminate Customer's access to or use of the Listing Functionality, would harm DCC, its customers, or any other third party; or (iii) the prohibited conduct is not reasonably capable of cure.

补救措施。在行使第5.3条(DCC终止)项下的权利之前, DCC将做出商业上合理的努力, 为客户提供补救任何此类被禁止行为的机会, 除非 DCC认为:(i)提供此类补救机会违反适用法律;(ii)提供此类机会, 或未能及时限制、暂停或终止客户对上架功能的访问或使用, 将损害 DCC、其客户或任何其他第三方;或(iii)被禁止的行为不能被合理的补救。

5.5. **Effect of Termination. Upon termination of these Terms:**

终止的效力。本条款终止后:

- (c) with respect to Customer's use of the Listing Functionality as a Listing Provider: (i) DCC may limit, suspend, or terminate Customer's abilities to access and use the Listing Functionality, including the ability to share Listing Provider Materials using the Listing Functionality; and (ii) Customer will, and will ensure its Users will, promptly cease all use of the Listing Functionality. DCC will have no liability to Customer for any limitation, termination, or suspension of access to or use of the Listing Functionality, nor will limitation, termination, or suspension of such access or use: (i) limit any other rights or remedies DCC may have; or (ii) entitle Customer to any refund.

关于客户作为上架提供商使用上架功能:(i)DCC可限制、暂停或终止客户访问和使用上架功能的能力, 包括使用上架功能共享上架提供商物料的能力;以及(ii)客户将确保其用户立即停止使用上架功能。DCC对客户访问或使用上架功能的任何限制、终止或暂停不承担任何责任, 对此类上架功能的访问或使用的限制、终止、或暂停也不会:(i)限制DCC可能拥有的任何其他权利或补救措施;或(ii)使其客户有权获得任何退款。

- (d) with respect to Customer's use of the Listing Functionality as a Listing Consumer: (i) DCC may limit, suspend, or terminate Customer's abilities to access and use the Listing Functionality, including the abilities to access and use Listing Provider Materials; and (ii) Customer will, and will ensure its Users will, promptly cease all use of the Listing Functionality. DCC will have no liability to Customer for any limitation, termination, or suspension of access to or use of the Listing Functionality, nor will limitation, termination, or suspension of such access or use: (i) limit any other rights or remedies DCC may have; or (ii) entitle Customer to any refund.

关于客户作为上架消费者使用上架功能:(i)DCC 可以限制、暂停或终止客户访问和使用上架功能的能力, 包括访问和使用上架提供商的物料的能力;以及(ii)客户将确保其用户将立即停止使用上架功能。DCC对

客户访问或使用上架功能的任何限制、终止或暂停不承担任何责任, 对此类上架功能的访问或使用的限制、终止、或暂停也不会:(i)限制 DCC 可能拥有的任何其他权利或补救措施;或(ii)使客户有权获得任何退款。

5.6. **Survival.** The following sections will survive any termination of the Terms:

继续有效。以下条款将在本条款终止后继续有效:

- (a) upon termination of Customer's use of the Listing Functionality as a Listing Provider: Sections 1 (Introduction); 3.8 (Listing Consumer Use); 3.9 (Third-Party Notices); 3.10 (Personal Data Provided by DCC); 4.5 (Feedback); 4.6 (Listing Usage Data); 5 (Term and Termination); 7 (Indemnification); 8 (Warranty and Disclaimer); 9 (Limitations of Liability); 10 (General Terms); 11 (Defined Terms); and

在客户作为上架提供商终止使用上架功能时:第1节(引言);3.8(上架消费者使用);3.9(第三方通知);3.10(DCC提供的个人资料);4.5(反馈);4.6(上架使用数据);5(期限和终止);7(赔偿);8(保证和免责声明);9(责任限制);10(通用条款);11(定义术语);和

- (b) upon termination of Customer's use of the Listing Functionality as a Listing Consumer: Sections 1 (Introduction); 2.6 (Access to Listing Provider Materials); 2.7 (Compliance with Applicable Law); 3.10 (Personal Data Provided by DCC); 4.4 (Information Disclosed to Listing Providers); 4.5 (Feedback); 4.6 (Listing Usage Data); 5 (Term and Termination); 7 (Indemnification); 8 (Warranty and Disclaimer); 9 (Limitations of Liability); 10 (General Terms); and 11 (Defined Terms).

客户作为上架消费者终止使用上架功能时:第1节(简介);2.6节(访问上架提供商物料);2.7节(依从适用法律);3.10节(DCC提供的个人数据);4.4节(向上架提供商披露的信息);4.5(反馈);4.6(上架使用数据);5(期限和终止);7(赔偿);8(保证和免责声明);9(责任限制);10(一般条款);11(定义条款)

6. **PREVIEWS.** From time to time, DCC may make Previews available to Customer, as may be identified through the release notes and generally identified in the Supplemental Documentation. Customer may use Previews solely for internal evaluation purposes. Previews are excluded from any security, compliance, support, service level and privacy commitments. Customer must not use Previews to process Personal Data or other data that is subject to any compliance or legal requirements. Previews may be changed or discontinued at any time without notice and may not become generally available. PREVIEWS ARE NOT READY FOR PRODUCTION AND MAY CONTAIN BUGS, ERRORS, DEFECTS OR HARMFUL COMPONENTS. ACCORDINGLY, THE PREVIEWS ARE PROVIDED ON AN "AS IS" BASIS AND AS AVAILABLE, AND CUSTOMER'S ACCESS TO AND/OR USE OF PREVIEWS IS AT CUSTOMER'S SOLE RISK. As between the Parties, non-public information about a Preview is deemed to be the Confidential Information of DCC or its suppliers. Customer acknowledges and agrees that, until DCC notifies Customer that the Listing Functionality is "generally available" (in DCC's sole discretion), the Listing Functionality is a Preview and is governed by this section.

预览。DCC可不时向客户提供预览, 这可通过发布说明确定, 通常在补充文档中确定客户可以仅将预览用于内部评估目的。预览不包括在任何安全、合规、支持、服务级别和隐私承诺中。客户不得使用预览来处理个人数据或其他符合任何合规或法律要求的数据。预览可能随时更改或停止, 恕不另行通知, 也可能无法普及。预览还没有准备好进行生产, 可能包含错误、缺陷或有害组件。因此, 预览是按原样和可用的基础上提供的, 客户访问和/或使用预览的风险由客户自行承担。就双方而言, 有关预览的非公开信息被视为DCC或其供应商的保密信息。客户承认并同意, 在 DCC通知客户上架功能普遍可用(由 DCC 自行决定)之前, 上架功能是预览版, 受本节管辖。

7. **INDEMNIFICATION.**

赔偿

- 7.1. **Indemnification by DCC.** DCC will defend Customer against any claim by a third party alleging that the Listing Functionality, when used in accordance with these Terms and the Supplemental Documentation, infringes any intellectual property right of such third party, and will indemnify Customer for any damages and costs finally awarded against Customer or agreed in settlement by DCC (including reasonable attorneys' fees) resulting from such claim. The foregoing obligations of DCC will not apply to the extent the applicable claim is directly attributable to: (i) Customer's gross negligence or willful misconduct; or (ii) infringement of intellectual property by any materials not provided by DCC (including any Listing Provider Materials (if applicable)), either alone or in combination with the Listing

Functionality.

DCC 的赔偿。DCC将保护客户免受第三方提出的任何索赔, 该索赔指控上架功能在根据本条款和补充文件使用时侵犯了该第三方的任何知识产权, 并将赔偿客户因该索赔而最终判给客户或 DCC 在和解中同意的任何损害赔偿和费用(包括合理的律师费)。DCC的上述义务不适用于可直接归因于以下原因的索赔:(i) 客户的重大过失或故意不当行为; 或(ii)非DCC未提供的任何物料(包括任何上架提供商物料(如适用))单独或与上架功能相结合侵犯知识产权。

7.2. Indemnification by Customer.

客户赔偿。

- (a) Where Customer is using the Listing Functionality as a Listing Provider: Customer will defend DCC against any claim by a third party arising from or relating to (i) any of Customer's Listing Provider Materials or Customer Configurations, and/or (ii) Customer's breach of these Terms, as applicable, and Customer will indemnify DCC for any damages and costs finally awarded against DCC or agreed in settlement by Customer (including reasonable attorneys' fees) resulting from such claim. The foregoing obligations of Customer will not apply to the extent the applicable claim is directly attributable to: (i) DCC's gross negligence or willful misconduct; or (ii) any modification of the relevant Listing Provider Materials by DCC (other than in accordance with Listing Provider's instructions) that results in a violation, infringement, or misappropriation of the rights of a third party.

如果客户将作为上架提供商使用上架功能: 客户将保护DCC免受第三方因(i)客户的任何上架提供商物料或客户配置和/或(ii)客户违反本条款(如适用)而提出的或与之相关的任何索赔, 客户将赔偿DCC因此类索赔而最终裁定DCC或客户在和解中同意的任何损害和费用(包括合理的律师费)。客户的上述义务不适用于可直接归因于以下原因的适用索赔:(i)DCC的重大过失或故意不当行为; 或(ii)DCC对相关上架提供商物料的任何修改(根据上架提供商的指示除外), 导致第三方的权利受到侵犯或挪用。

- (b) Where Customer is using the Listing Functionality as a Listing Consumer: Customer will defend DCC against any claims by a third party arising from or relating to (i) its use of Listing Provider Materials, and/or (ii) Customer's breach of these Terms, and Customer will indemnify DCC for any damages and costs finally awarded against DCC or agreed in settlement by Customer (including reasonable attorneys' fees) resulting from such claims. The foregoing obligations of Customer will not apply to the extent the applicable claim is directly attributable to DCC's gross negligence or willful misconduct.

如果客户作为上架消费者使用上架功能: 客户将保护DCC免受第三方因(i)其使用上架提供商的物料和/或(ii)客户违反本条款而产生的或与之相关的任何索赔, 并且客户将赔偿DCC因此类索赔而最终判予DCC或经客户协商解决的任何损害和费用(包括合理的律师费)。客户的上述义务不适用于可直接归因于DCC重大过失或故意不当行为的适用索赔。

- 7.3. **Indemnification Procedures.** In the event of a potential indemnity obligation under Section 7, the indemnified Party (the "**Indemnified Party**") will: (i) promptly notify the other Party (the "**Indemnifying Party**") in writing of the claim; (ii) allow the Indemnifying Party the right to control the investigation, defense, and settlement (if applicable) of such claim at the Indemnifying Party's sole cost and expense; and (iii) upon request of the Indemnifying Party, provide all necessary cooperation at the Indemnifying Party's expense. Failure by the Indemnified Party to notify the Indemnifying Party of a claim under Section 7 shall not relieve the Indemnifying Party of its obligations under Section 7. However, the Indemnifying Party shall not be liable for any litigation expenses that the Indemnified Party incurred prior to the time when notice is given or for any damages and/or costs resulting from any material prejudice caused by the delay or failure to provide notice to the Indemnifying Party in accordance with Section 7. The Indemnifying Party may not settle any claim that would bind the Indemnified Party to any obligation (other than payment covered by the Indemnifying Party or ceasing to use infringing materials) or require any admission of fault by the Indemnified Party, without the Indemnified Party's prior written consent, such consent not to be unreasonably withheld, conditioned, or delayed. Any indemnification obligation under Section 7 will not apply if the Indemnified Party settles or makes any admission with respect to a claim without the Indemnifying Party's prior written consent.

赔偿程序。如果发生第7条规定的潜在赔偿义务, 受偿方("受偿方")将:(i)立即书面通知另一方("赔偿方")索赔;(ii)允许赔偿方有权控制此类索赔的调查、辩护和解决(如适用), 费用由赔偿方承担; 以及(ii)应赔偿

方的要求, 提供一切必要的合作, 费用由赔偿方承担。受偿方未能将第7条项下的索赔通知赔偿方, 不能免除赔偿方在第7条下的义务。但是, 赔偿方不承担受偿方在发出通知之前发生的任何诉讼费用, 也不承担因延迟或未能根据第7条向赔偿方提供通知所造成的任何损害和/或费用。未经受偿方事先书面同意赔偿方不得解决任何将使受偿方承担任何义务(赔偿方支付的款项或停止使用侵权物料除外)的索赔, 也不得要求受偿方必须承认任何过错, 且不得无理拒绝、限制或延迟此类同意。如果受偿方在未经赔偿方事先书面同意的情况下解决或承认索赔, 则第7条下的任何赔偿义务均不适用。

8. WARRANTY AND DISCLAIMER.

保证和免责声明。

- 8.1. Subject to Section 6 (Previews), DCC warrants that the Listing Functionality will work in substantial conformity with the Supplemental Documentation. Except as expressly set forth in these Terms and without limiting any provisions in any other agreement, the Listing Functionality is provided to Customer on an as-is and as-available basis and, except as set forth in the immediately preceding sentence, neither DCC nor any member of the Snowflake Group makes any representations or warranties of any kind, implied or expressed, with respect to the Listing Functionality, including warranties of merchantability, title, non-infringement, or fitness for a particular purpose, which are disclaimed. Neither DCC nor any member of the Snowflake Group represents or warrants that the use of the Listing Functionality will be uninterrupted or error-free. Although DCC attempts to make use of the Listing Functionality safe, neither DCC nor any member of the Snowflake Group can and does represent or warrant that any Listing Provider Materials offered to Customer using the Listing Functionality are free of harmful content or materials.

根据第6条(预览)的规定, DCC保证上架功能将与补充文件基本一致。除本条款中明确规定和不限制任何其他协议中的任何规定外, 上架功能是在现有的基础上提供给客户的, 除前一句中规定外, DCC和Snowflake集团的任何成员都不对上架功能做出任何形式的暗示或明示的陈述或保证, 包括对适销性、所有权、不侵权或适用于特定目的的保证, 这些保证是不被承认的。尽管 DCC试图安全地使用上架功能, 但DCC和Snowflake集团的任何成员都不能保证使用上架功能向客户提供的任何上架提供商物料不含有害内容或物料。

- 8.2. **PRC CII Compliance.** Customer represents and warrants that it has not been designated as a CIIO pursuant to any of the CIIO Regulations as of the Effective Date of these Terms. If Customer is designated (or has a reasonable basis to believe it has been designated) as a CIIO pursuant to any of the CIIO Regulations, then Customer will inform DCC within three (3) business days of Customer's first knowledge of such designation, and upon receipt of such notice, DCC will have the right, in its sole discretion, to immediately terminate these Terms.

遵循中国关键信息基础设施运营者管理条例。客户声明并保证, 截至本协议的生效日期, 根据任何关键信息基础设施运营者管理条例, 其尚未被指定为关键信息基础设施运营者("CIIO")。如果客户被指定为(或有合理的依据认为其已被指定为)符合任何关键信息基础设施运营者管理条例的关键信息基础设施运营者, 则客户应在首次知晓此等指定后三(3)个工作日内通知 DCC, DCC 在收到该通知后有权自行决定立即终止本协议。

- 8.3. **Governmental Entities.** Customer represents, warrants and covenants that it is not and will not during any Subscription Term be: (a) a Governmental Entity; (b) owned, in whole or in part, directly or indirectly, by any Governmental Entity; or (c) an Affiliate of any Governmental Entity.

政府实体。客户声明、保证和承诺, 在任何认购期内, 其不是也不会是:(a)政府实体;(b)全部或部分由任何政府实体直接或间接拥有;或(c)任何政府实体的附属公司。

9. **LIMITATIONS OF LIABILITY.** Sections 9.1 (Exclusion of Damages) and 9.2 (Total Liability) below will apply: (a) regardless of the form of action, whether in contract, tort (including negligence), strict liability or otherwise; (b) even if any limited remedy specified in these Terms is found to have failed of its essential purpose; (c) to the maximum extent permitted by applicable law, and (d) notwithstanding any other provision of these Terms.

责任限制。以下第9.1条(损害赔偿除外)和第9.2条(总责任)将适用:(a)无论诉讼形式如何, 无论是在合同、侵权行为(包括疏忽)、严格责任还是其他方面;(b)即使本条款中规定的任何有限补救措施未能达到其基本目的;(c)在适用法律允许的最大范围内, 以及(d)尽管本条款有任何其他规定。

- 9.1. **Exclusion of Damages.** Except with respect to Excluded Claims, in no event will either Party or its Affiliates or subcontractors (including the Snowflake Group in the case of DCC) be liable to the other Party or its Affiliates or subcontractors for any loss of use, lost or inaccurate data, interruption of business, costs of delay, cover costs, lost profits, or any indirect, special, incidental, reliance, punitive, exemplary, or consequential damages of any kind, even if informed of the possibility of such damages in advance.

损害排除。除排除索赔外，在任何情况下，任何一方或其关联方或分包商（包括DCC情况下的Snowflake集团）均不对另一方或其他关联方或其分包商的任何使用损失、数据丢失或不准确、业务中断、延迟成本、保险成本、利润损失或任何类型的间接、特殊、附带、依赖、惩罚性、惩戒性或后果性损害负责，即使事先告知此类损害的可能性。

- 9.2. **Total Liability.** Except with respect to Excluded Claims, in no event will either Party's or its Affiliates' or subcontractors' total liability to the other Party or its Affiliates or subcontractors for all claims in the aggregate (for damages or liability of any type) in connection with these Terms exceed \$50,000 (USD).

总负债。除排除索赔外，在任何情况下，任何一方或其关联方或分包商就与本条款有关的所有索赔（任何类型的损害赔偿或责任）对另一方或其他关联方或其分包商的总责任均不得超过 50000 美元。

10. GENERAL TERMS.

通用条款

- 10.1. **Assignment.** These Terms will bind and inure to the benefit of each Party's permitted successors and assigns. Neither Party may assign these Terms, except that DCC may assign or otherwise transfer these Terms in their entirety (including all rights and obligations thereunder) to another PRC-based third-party operating partner. Any attempt to transfer or assign these Terms except as expressly authorized under this section will be null and void.

转让。本协议对各方允许的继任方和受让方具有约束力。本协议项下任何一方均不得转让本协议，但 DCC 可将本协议（包括其中的所有权利和义务）整体转让或以其他方式整体让与给另一家位于中国大陆的第三方运营合作伙伴。除本节明确授权外，任何试图转让或让与本协议的行为都是无效的。

- 10.2. **Subcontracting.** Either Party may use subcontractors and other third-party providers in connection with the performance of its activities under these Terms as it deems appropriate, provided that each Party remains responsible for the performance of each such subcontractor or third-party provider.

分包。任何一方均可在其认为适当的情况下，可以使用与其在本条款下的活动相关的分包商和其他第三方供应商，但前提是各方仍对每个此类分包商或第三方供应商的履行负责。

- 10.3. **Severability; Interpretation; Conflicts.** If a court of competent jurisdiction holds any provision of these Terms to be unenforceable or invalid, that provision will be limited to the minimum extent necessary so that these Terms will otherwise remain in effect. Section headings are inserted for convenience only and shall not affect interpretation of these Terms. As used in these Terms, "including" means "including without limitation." In the event of a conflict between the China Service Agreement and these Terms relating to Customer's use of the Listing Functionality, these Terms govern and control.

可分割性；解释；冲突。如果有管辖权的法院认为本协议的任何条款不可执行或无效，则该条款将以必要的最小限度被限制，以使本协议在其他方面继续保持效力。插入章节标题仅为方便起见，不影响对本协议的解释。在本协议中，“包括”指“包括但不限于”。如果中国服务协议与本条款之间存在与客户使用上架功能有关的冲突，则以本条款为准。

- 10.4. **Confidentiality.** Each Party (as the "Receiving Party") will: (i) have reasonable measures in place to not use any Confidential Information of the other Party (the "Disclosing Party") for any purpose outside the scope of these Terms; and (ii) except as otherwise authorized by the Disclosing Party in writing, use the same degree of care that it uses to protect the confidentiality of its own confidential information of like kind (but not less than reasonable care) to limit access to Confidential Information of the Disclosing Party to those of its and its Affiliates' employees and contractors who need that access for purposes consistent with these Terms and who are bound by confidentiality obligations to or have signed a confidentiality agreement with the Receiving Party containing protections not materially less

protective of the Confidential Information than those herein. If the Receiving Party is required by law, regulation, or court order to disclose Confidential Information, then the Receiving Party shall, to the extent legally permitted, provide the Disclosing Party with advance written notice and cooperate in any effort to obtain confidential treatment of the Confidential Information, including an opportunity for the Disclosing Party to seek appropriate administrative or judicial relief. The Receiving Party acknowledges that disclosure of Confidential Information would cause substantial harm for which damages alone would not be a sufficient remedy, and therefore that upon any such disclosure by the Receiving Party, the Disclosing Party will be entitled to seek appropriate equitable relief in addition to whatever other remedies it might have at law. Notwithstanding anything to the contrary in these Terms: (i) Customer hereby irrevocably agrees that DCC may share these Terms with Snowflake China at any time; and (b) Customer will ensure these Terms do not contain any information that cannot be legally disclosed to Snowflake China or any of its affiliates that may be located outside of China.

保密。本协议中的任何一方(作为“接收方”)将: (i) 采取合理措施, 不将另一方(作为“披露方”)的任何机密信息用于本协议范围之外的任何目的; (ii) 除非披露方另行书面授权, 否则应采取与其保护自身同类机密信息的保密程度相同的谨慎措施(但不得低于合理的谨慎程度), 仅限其自身及其关联机构的员工和承包商访问披露方的机密信息, 此等员工和承包商需要访问机密信息的目的须与本协议规定相符, 并且, 此等员工和承包商受接收方的保密义务约束, 其中包含的保护措施强度不得低于本协议中规定的机密信息保护措施强度。如果法律、法规或法院命令要求接收方披露机密信息, 则接收方将在法律允许的范围内, 提前向披露方提供书面通知, 并尽力配合披露方取得对机密信息的保密处理, 包括寻求恰当的行政或司法救济的机会。接收方确认, 披露机密信息可能造成重大损害, 仅靠损害赔偿不足以补救; 因此, 一旦接收方披露任何此类信息, 披露方有权寻求法律规定的任何补救措施, 包括恰当的衡平救济措施。

尽管这些条款中有任何相反的规定: (i) 客户特此不可撤销地同意 DCC 可以随时与 Snowflake China 分享这些条款; 以及 (b) 客户将确保这些条款不包含任何不能合法披露给 Snowflake China 或其位于中国境外的任何关联公司的信息,

- 10.5. **Governing Law, Jurisdiction, and Venue.** These Terms and all disputes between the Parties (whether based in contract, tort, statute, rule, regulation or otherwise, and whether pending in court or in an arbitral forum) will be governed by, and construed and enforced in accordance with, the substantive and procedural laws of the PRC, including its statutes of limitation, without regard to conflicts of law provisions thereof, and without regard to the United Nations Convention on Contracts for the International Sale of Goods. Any disputes arising from or in connection with these Terms will be submitted to the China International Economic and Trade Arbitration Commission (CIETAC) for arbitration, which will be conducted in Beijing in accordance with its arbitration rules in effect at the time of applying for arbitration. The arbitral tribunal will consist of three arbitrators. The presiding arbitrator will be jointly selected by the two arbitrators appointed respectively by each Party. The arbitration award will be final, issued in writing, and binding upon both Parties. Arbitration proceedings and awards will be conducted and rendered in Mandarin, unless otherwise agreed by the Parties.

适用法律、管辖权和地点。本条款以及双方之间的所有争议(无论是基于合同、侵权行为、法令、规则、法规还是其他原因, 无论是在法庭上还是在仲裁庭上悬而未决)均受中华人民共和国实体法和程序法的管辖, 包括其诉讼时效, 不考虑其中的法律冲突条款, 也不考虑联合国国际货物销售合同公约。由本条款引起的或与本条款有关的任何争议将提交中国国际经济贸易仲裁委员会(CIETAC)进行仲裁。仲裁将在北京进行, 并根据申请仲裁时有有效的仲裁规则进行仲裁。仲裁庭将由三名仲裁员组成。首席仲裁员将由双方分别指定的两名仲裁员共同选定。仲裁裁决为最终裁决, 以书面形式发布, 对双方均有约束力。除非双方另有约定, 仲裁程序和裁决将以普通话进行。

- 10.6. **Notices.** All notices must be in writing (in English) and addressed to the Parties via email: (i) for DCC, notices must be sent to mail notifications to DCC will be to snowflake.hosting@dcclouds.com, unless indicated otherwise herein; and (ii) for Customer, to the email address of an Org Admin as configured in the China Service, or if no such email is configured in the China Service, the Customer's product notification email address as configured in the China Service and, if neither email is configured in the China Service, Listing Provider acknowledges that the means of notice shall be at DCC's reasonable discretion and 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 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.

通知。所有通知必须以书面形式(英语), 并通过电子邮件发送给各方:(i)对于DCC, 通知必须通过邮件发送给snowflake.hosting@dcclouds.com, 除非本文另有说明; 以及(ii)对于客户, 发送至中国服务中配置的组织管理员的电子邮件地址, 或者如果中国服务中没有配置此类电子邮件, 则发送至中国服中配置的客户的產品通知电子邮件地址, 如果中国服中没有配置任何电子邮件, 则上架提供商承认, DCC应合理决定通知方式, DCC及时通知的能力将受到负面影响。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, 更改其根据本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通知的电子邮件地址。

- 10.7. **Changes to Terms.** Notwithstanding anything in these Terms to the contrary, DCC may update or change these Terms, including by posting updated terms to <https://www.snowflake.cn/legal> (or such successor URL as may be designated by DCC). For material changes or changes that may have material impact on Customer, DCC will provide reasonable notice to Customer in accordance with Section 10.6 (Notices). For any changes which may cause Customer to be in noncompliance with these Terms, DCC will provide 30 days' written notice prior to the effective date of such changes in accordance with Section 10.6 (Notices). Customer's sole and exclusive remedy if it does not agree to any updates or changes to these Terms will be to terminate these Terms in accordance with Section 5.2 (Termination by Customer). Customer's failure to terminate these Terms within ten days after any change will constitute Customer's consent to such change.

条款变更。尽管这些条款中有任何相反的规定, DCC可以更新或更改这些条款包括将更新后的条款发布到 <https://www.snowflake.cn/legal>(或 DCC 可能指定的此类后续 URL)。对于重大变更或可能对客户产生重大影响的变更, DCC将根据第 10.6 条(通知)向客户发出合理通知。对于可能导致客户不遵守这些条款的任何变更, DCC将根据第 10.6条(通知)的规定, 在此类变更生效日期前30天发出书面通知。如果客户不同意对这些条款进行任何更新或更改, 则其唯一的补救措施是根据第 5.2条(客户终止)终止这些条款。客户未能在任何变更后的十天内终止本条款, 将构成客户对此类变更的同意。

- 10.8. **Waivers.** No waiver will be implied from conduct or failure to enforce or exercise rights under these Terms, nor will any waiver be effective unless in a writing signed by a duly authorized representative on behalf of the party claimed to have waived.

弃权。任何弃权行为或未能执行或行使本条款项下的权利均不意味着弃权, 任何弃权也不具有效力, 除非由正式授权代表代表声称弃权的一方签署书面声明。

- 10.9. **Entire Agreement.** These Terms are the complete and exclusive statement of the mutual understanding of the Parties in connection with Customer's use of the Listing Functionality and supersede and cancel all previous written and oral agreements, understandings, and communications relating to the subject matter in these Terms. Each Party represents that, in connection with the Listing Functionality, it has not relied on any term or representation not contained in these Terms.

完整协议。本条款是双方对客户使用上架功能的相互理解的完整和排他性声明, 并取代和取消之前与本条款中主题相关的所有书面和口头协议、谅解和通信。各方声明, 就上架功能而言, 其未依赖本条款中未包含的任何条款或陈述。

- 10.10. **No Snowflake Contractual Relationship or Liability.** Notwithstanding anything to the contrary in these Terms, Customer is entering into these Terms exclusively with DCC, not also with Snowflake China or any other member of the Snowflake Group. Customer must look solely to DCC regarding any rights, claims, damages or liability relating to, or arising out of, the Listing Functionality or these Terms. DCC is not an agent of, and is not acting on behalf of, Snowflake China or any other members of the Snowflake Group. To the maximum extent permitted by applicable law, no members of the Snowflake Group will be liable to Customer or any of its Affiliates, Users, or Listing Consumers for any losses or damages of any kind (including direct, indirect, incidental, special, consequential, or exemplary damages, damages for lost profits, revenues, customers, opportunities, goodwill, loss of use, or data, the cost of procurement of substitute goods or services, or any related investments, expenditures, or commitments by Customer) in connection with or related to these Terms or Customer's use of the Listing Functionality, including as a result of any termination or suspension under any agreement between Snowflake China and DCC. Customer agrees that this section will apply regardless of the

form of action, whether in contract, tort (including negligence), strict liability, product liability or otherwise and will apply even if any limited remedy specified in the agreement is found to have failed of its essential purpose.

Snowflake 无合同关系或责任。尽管本协议中有任何相反规定,但客户仅与 DCC 而非 Snowflake 中国或 Snowflake 集团的任何其他成员机构签订本协议。对于与中国区服务产品、客户端软件或本协议有关或由其引起的任何权利、索赔、损害赔偿或责任,客户必须仅联系 DCC。DCC 不是 Snowflake 中国或 Snowflake 集团任何其他成员机构的代理,也不代表 Snowflake 中国或 Snowflake 集团任何其他成员机构行事。在适用法律允许的最大范围内,对于与本协议或客户使用任何中国区服务产品或根据本协议提供的任何其他软件或服务有关或相关的任何类型的任何损失或损害(包括直接、间接、附带、特殊、间接性或惩戒性的损害,以及利润损失、收入、客户、商机、商誉、数据使用或数据损失方面的损失,采购替代商品或服务的成本的损失,或者客户的任何相关投资、支出或承诺),包括因 Snowflake 中国和 DCC 之间的任何协议而终止或暂停而造成的损失或损害, Snowflake 集团的任何成员机构均不对客户或其任何关联机构、用户或消费者承担责任。客户方同意,无论采取何种诉讼程式,无论是基于合同、侵权行为(包括过失)、严格责任、产品责任还是其他,本节都将适用;即使本协议中规定的任何有限补救措施被认定未达到其基本目的,本节依然适用。

- 10.11. **Force Majeure.** Neither Party will be liable to the other for any delay or failure to perform any obligation under these Terms if the delay or failure results from any cause beyond such Party's reasonable control that could not have been prevented through the use of commercially reasonable safeguards, including acts of God, labor disputes, or other industrial disturbances, systemic electrical, telecommunications, or other utility failures, earthquake, storms, or other elements of nature, blockages, embargoes, riots, public health emergencies (including pandemics and epidemics), acts or orders of government, acts of terrorism, or war.

不可抗力。如果由于一方无法合理控制的任何原因造成延迟或未能履行本协议项下的任何义务(未能支付费用除外),包括天灾、劳资纠纷或其他工业骚乱、系统性的电力、电信或其他公用事业故障、地震、风暴或其他自然因素、封锁、禁运、暴乱、公共卫生突发事件(包括全球性和区域型的流行病)、政府行为或命令、恐怖主义行为或战争,则任何一方均不对另一方负责。

- 10.12. **Independent Contractors.** The Parties to these Terms are independent contractors, and there is no relationship of partnership, joint venture, employment, franchise, or agency created hereby between the Parties. Neither Party will have the power to bind the other or incur obligations on the other party's behalf without the other party's prior written consent and neither Party's employees are eligible for any form or type of benefits, including health, life, or disability insurance, offered by the other Party to its employees.

独立缔约方。协议双方均为独立缔约方。双方之间不存在任何合伙、合资、雇佣、特许或代理关系。未经另一方事先书面同意,任何一方均无权约束另一方或者让另一方承担义务,任何一方的员工均无资格享受另一方为其员工提供的任何形式或类型的福利,包括健康、人寿或残疾保险。

11. DEFINED TERMS.

定义

- 11.1. **"Account(s)"** means Customer's account(s) in the China Service in which Customer stores and processes Customer Data as described in the China Service Agreement.

“账户”是指客户在中国服务中的账户,客户在该账户中存储和处理中国区服务协议中所述的客户数据。

- 11.2. **"Affiliate"** means any entity that directly or indirectly owns or controls, is owned or is controlled by, or is under common ownership or control with a party, where “control,” for purposes of this definition, means the power to direct management or affairs of an entity and “ownership” means the beneficial ownership of more than fifty percent (50%) of the voting equity securities or other equivalent voting interests of an entity.

“关联机构”指一个直接或间接地拥有或控制协议一方,直接或间接地被协议一方拥有或控制,或直接与间接地与协议一方共同被第三方拥有或受第三方控制的实体。在本定义中,“控制”是指指导实体管理或事务的权力,“所有权”指实际拥有实体百分之五十(50%)以上的有表决权的股权证券或其他同等表决权利益。

- 11.3. **“AI Technology”** has the meaning set forth in Section 2.7 (Compliance with Applicable Law).
“人工智能技术”具有第 2.7 条(依从适用法律)中规定的含义。
- 11.4. **“China Service”** means the generally available software-as-a-service offering hosted by or on behalf of DCC and ordered by or for Customer as set forth in an order form, which for clarity, excludes the Listing Functionality.
“中国区服务”是指由DCC或代表DCC托管, 并由客户订购或为客户订购的一般可用的软件即服务产品, 为明确起见, 订单中不包括“上架功能”。
- 11.5. **“China Service Agreement”** means that separate written software-as-a-service or cloud agreement governing the China Service between Customer (or one of its Affiliates) and DCC.
“中国服务协议”指客户(或其关联公司之一)与DCC之间就中国服务订立的单独书面软件即服务或云协议。
- 11.6. **“CII” and “CIIO”** are defined in the definition for CIIO Regulations below.
“CII”和“CIIO”的定义见下文关键信息基础设施运营者管理条例的定义。
- 11.7. **“CIIO Regulations”** means the PRC Laws and standards regarding “critical information infrastructure” (“CII”) and “critical information infrastructure operator” (“CIIO”), including the Cybersecurity Law, CII Security Protection Regulation, Information Security Technology – Cybersecurity Requirements for Critical Information Infrastructure Protection, and applicable industry-specific rules released by competent PRC authorities from time to time.
“关键信息基础设施运营者管理条例”指有关“关键信息基础设施”(“CII”)和“关键信息基础设施运营者”(“CIIO”)的中国法律和标准, 包括《网络安全法》、《关键信息基础设施安全保护条例》、《信息安全技术—关键信息基础设施安全保护要求》以及相应中国大陆机关不时发布的行业适用规则。
“Combine” means combining Personal Data with the Personal Data of individuals that Customer has collected or received, either directly from the individual or from or on behalf of another party, for any purpose not expressly permitted by these Terms.
“合并”是指将个人数据直接从个人或代表另一方收集或接收的个人数据合并用于本条款未明确允许的任何目的。
- 11.8. **“Confidential Information”** means all information that is identified as confidential at the time of disclosure by the Disclosing Party or reasonably should be known by the Receiving Party to be confidential or proprietary due to the nature of the information disclosed and/or the circumstances surrounding the disclosure. Confidential Information shall not, however, include information that the Receiving Party can demonstrate: (i) was rightfully in its possession or known to it prior to receipt of the Confidential Information; (ii) is or has become public knowledge through no fault of the Receiving Party; (iii) is rightfully obtained by the Receiving Party from a third party without breach of any confidentiality obligation; or (iv) is independently developed by employees of the Receiving Party who had no access to such information.
“机密信息”是指披露方在披露时标明为机密的所有信息, 或者接收方根据所披露信息的性质和披露的相关情况应合理知晓为机密或专有信息的所有信息。所有客户数据将被视为客户的机密信息, 无需任何标记或进一步指定。所有中国区服务技术以及本协议的条款与细则将被视为 DCC 或其许可方的机密信息, 无需任何标记或进一步指定。但是, 机密信息不包括接收方可以证明符合以下条件的信息: (a) 接收方在收到机密信息之前正当拥有或已知晓的信息; (b) 非因接收方的过错而为公众所知的信息; (c) 接收方在未违反任何保密义务的情况下从第三方正当获得的信息; 或者 (d) 接收方的员工在未接触到此等信息的情况下独立开发的信息。
- 11.9. **“Customer”** means the person or entity accepting these Terms.
“消费方”是指接受这些条款的个人或实体。
- 11.10. **“Customer Data”** means any data or data files of any type that are uploaded by or on behalf of Customer for storage or processing in the China Service.
“客户数据”是指由客户或代表客户上传的, 通过中国区服务存储或处理的任何类型的数据或数据文

件。

11.11. “**DCC**” has the meaning set forth in Section 1.1 (Introduction).

“DCC”具有第1.1条(引言)中规定的含义。

11.12. “**Disclosing Party**” has the meaning set forth in Section 10.4 (Confidentiality).

“披露方”具有第10.4条(保密)规定之含义。

11.13. “**Effective Date**” means the date on which Customer accepted these Terms in accordance with Section 1.5 (Introduction).

“生效日期”是指客户根据第1.5条(引言)接受这些条款的日期。

11.14. “**Excluded Claims**” means obligations and claims based on: (a) a Party’s express obligations under Section 7 (Indemnification); and/or (b) liability which, by law, cannot be limited (e.g., U.S. tort claims for gross negligence and willful misconduct).

“索赔排除”是指基于以下内容的义务和索赔: (a) 一方在第7条(赔偿)项下的明确义务; 和/或(b) 法律不能限制的责任(例如, 美国对重大过失和故意不当行为的侵权索赔)。

11.15. “**Indemnified Party**” has the meaning set forth in Section 7.3 (Indemnification Procedures).

“受偿方”具有第7.3条(赔偿程序)中规定之含义。

11.16. “**Indemnifying Party**” has the meaning set forth in Section 7.3 (Indemnification Procedures).

“赔偿方”具有第7.3条(赔偿程序)中规定之含义。

11.17. “**Listing Consumer**” means a customer or potential customer of a Listing Provider that has been authorized to access and use the Listing Provider’s Product(s) using the Listing Functionality.

“上架消费者”是指已被授权使用上架功能访问和使用上架提供商产品的上架提供商的客户或潜在客户。

11.18. “**Listing Functionality**” means the offering made available by DCC that permits Listing Providers to offer data, software, or services to Listing Consumers, as described in the Supplemental Documentation, and any derivative works, modifications, updates, or improvements thereto.

“上架功能”是指DCC提供的允许上架提供商向上架消费者提供数据、软件或服务的产品, 如补充文件所述, 以及任何衍生作品、修改、更新或改进。

11.19. “**Listing Information**” means information about a Product (but not the Product itself) including title, description, any applicable metadata, any information made available via a data dictionary (including any samples of the Product that are made available), the applicable Listing Provider’s branding, name, logo, trademarks, and service marks, the branding, name, logo, trademarks, and service marks of any third party on whose behalf the applicable Listing Provider makes a Product available, Video Content, images and other information, in each case as provided or generated by the applicable Listing Provider and made available to Listing Consumers using the Listing Functionality.

“上架信息”是指有关产品(但不包括产品本身)的信息, 包括标题、说明、任何适用的元数据、通过数据字典提供的任何信息(包括提供的任何产品样本)、适用的上架提供商的品牌、名称、徽标、商标和服务标记、任何第三方(适用的上架提供商代表其提供产品)的品牌、姓名、徽标、标志和服务标记, 视频内容、图像和其他信息, 在每种情况下均由适用的上架提供商提供或生成, 并使用上架功能向上架消费者提供。

11.20. “**Listing Provider**” means any entity (which may include DCC customers or DCC) who makes available its Product(s) to Listing Consumers using the Listing Functionality.

“上架提供商”是指使用上架功能向上架消费者提供其产品的任何实体(可能包括DCC客户或DCC)。

11.21. “**Listing Provider Materials**” means all information, data, content, and other materials, in any form or medium, that are submitted, posted, collected, transmitted, or otherwise provided or made available by or on behalf of a Listing Provider or a User using the Listing Functionality or to DCC in connection with a Listing Provider’s and its Users’ use of the Listing Functionality. For greater certainty, Listing Provider Materials include Products and Listing Information.

“上架提供商物料”是指由上架提供商或使用上架功能的用户或代表其向DCC提交、张贴、收集、传输或以其他方式提供的、与上架提供商及其用户使用上架功能有关的所有信息、数据、内容和其他物料，无论其形式或媒介如何。为了更加确定，上架提供商的物料包括产品和上架信息。

- 11.22. “**Listing Terms**” means the written terms between a Listing Provider and a Listing Consumer for a Transaction, including any pricing terms, use restrictions, license grants, and other terms and conditions included in the applicable Product’s Listing Information.

“上架条款”是指上架提供商和上架消费者之间就交易达成的书面条款，包括任何定价条款、使用限制、许可授予以及适用产品上架信息中包含的其他条款和条件。

- 11.23. “**Listing Usage Data**” means usage and operations data in connection with Customer’s use of the Listing Functionality, including metadata.

“上架使用数据”是指与客户使用上架功能相关的使用和运营数据，包括元数据。

- 11.24. “**Org Admin**” means an individual authorized by Customer to: (i) maintain the organization administrator system role for the China Service and the Listing Functionality; (ii) manage operations at the organization level; and (iii) accept these Terms on behalf of Customer.

“组织管理员”是指客户授权的个人：(i) 维护中国服务和上架功能的组织管理员系统角色；(ii) 管理组织层面的运作；以及 (iii) 代表客户接受这些条款。

- 11.25. “**Parties**” means DCC and Customer, collectively.

“双方”系指DCC和客户。

- 11.26. “**Party**” means DCC or Customer, individually, as required by the context of its use.

“一方”是指DCC或客户，根据其使用上下文的要求而定。

- 11.27. “**Personal Data**” means any information, including opinions, relating to an identified or identifiable natural person and includes similarly defined terms under data protection laws, including the definition of “personal information” in the California Consumer Privacy Act of 2018 (as may be amended from time to time).

“个人数据”是指与已识别或可识别的自然人有关的任何信息，包括意见、数据保护法中类似定义的术语，包括2018年《加州消费者隐私法》(可能不时修订) 中“个人信息”的定义。

- 11.28. “**PRC**” has the meaning set forth in Section 2.2 (General Restrictions).

“中华人民共和国”具有第2.2条(一般限制)规定之含义。

- 11.29. “**Previews**” means any product, feature, service, software, region, or cloud provider (including the Listing Functionality, itself, if applicable) that DCC does not yet make generally available, e.g., those that are labeled as “**private preview**,” “**public preview**,” “**pre-release**” or “**beta**.”

“预览版”指 DCC 尚未普遍提供使用的任何产品、功能、服务、软件、区域或云供应商(包括中国区服务本身，如适用)，例如，标注为“私有预览版”、“公共预览版”、“预发布版”或“**Beta** 版”的前述项目。

- 11.30. “**Product**” means data, software, or services provided by or on behalf of a Listing Provider (or a User of a Listing Provider) to Listing Consumers using the Listing Functionality.

“产品”是指由上架提供商(或上架提供商的用户) 或其代表使用上架功能向上架消费者提供的数据、软件或服务。

- 11.31. “**Receiving Party**” has the meaning set forth in Section 10.4 (Confidentiality).

“接收方”具有第10.4条(保密)规定之含义。

- 11.32. “**Review**” has the meaning set forth in Section 3.4 (Review).

“审查”具有第3.4条(审查) 规定之含义。

- 11.33. “**Sell**” or “**Sale**” means selling, renting, releasing, disclosing, disseminating, making available, transferring, or otherwise communicating orally, in writing, or by electronic or other means, an individual’s Personal Data to a third party for monetary or other valuable consideration.

“出售”是指以金钱或其他有价值的对价向第三方出售、出租、发布、披露、传播、提供、转让或以口头、书面或电子或其他方式交流个人数据。

- 11.34. **“Share”** means sharing, renting, releasing, disclosing, disseminating, making available, transferring, or otherwise communicating orally, in writing, or by electronic or other means, Personal Data to a third party for cross-context behavioral advertising, whether or not for monetary or other valuable consideration, including transactions for cross-context behavioral advertising in which no money is exchanged.

“共享”是指通过口头、书面、电子或其他方式向第三方共享、出租、发布、披露、传播、提供、转让或以其他方式交流个人数据，用于跨情境行为广告，无论是否出于金钱或其他有价对价，包括不交换金钱的跨情境行为宣传交易。

- 11.35. **“Snowflake China”** means Cloudlet Information Technology (Beijing) Co., Ltd. 片云信息技术(北京)有限公司 统一社会信用代码:91110105MABTB5JWXC.

“Snowflake China”是指Cloudlet信息技术(北京)有限公司。片云信息技术(北京)有限公司统一社会信用代码:91110105MABTB5JWXC。

- 11.36. **“Snowflake Group”** means Snowflake China, Snowflake US and their respective Affiliates, collectively.

“Snowflake 集团”指 Snowflake 中国、Snowflake 美国和其各自关联机构的统称。

- 11.37. **“Snowflake US”** means Snowflake Inc.

“Snowflake 美国”指 Snowflake Inc.。

- 11.38. **“Supplemental Documentation”** means the current technical documentation and usage guides for the Listing Functionality, made available at DCC’s website. For clarity, the Supplemental Documentation will be available in both English and Mandarin; however, in the event of a conflict between the English and Mandarin text, the English text will govern and control.

“补充文档”是指DCC网站上提供的上架功能的当前技术文档和使用指南。为清晰起见，补充文件将提供英文和中文两种版本；但是，如果英文文本和中文文本发生冲突，则以英文文本为准。

- 11.39. **“Term”** has the meaning set forth in Section 5.1 (Term).

“期限”具有第5.1条(期限)规定之含义。

- 11.40. **“Terms”** means these DCC Provider and Consumer Terms, made available at www.DCC.com/legal (or such successor URL as may be designated by DCC), which may be updated from time to time in accordance with Section 10.7 (Changes to Terms).

“条款”是指可在www.DCC.com/legal(或DCC指定的后续URL)上获得的DCC供应商和消费者条款，可根据第10.7条(条款变更)不时更新。

- 11.41. **“Transaction”** means any access or use of a Product granted by a Listing Provider to a Listing Consumer.

“交易”是指上架提供商授予上架消费者对产品的任何访问或使用权。

- 11.42. **“User”** means the PRC-based employees and contractors of Customer and its Affiliates who are designated and granted access to the Listing Functionality by Customer.

“用户”是指客户及其关联公司的中国雇员和承包商，他们被客户指定并授予访问上架功能的权限。

- 11.44. **“Video Content”** has the meaning set forth in Section 4.2.1 (Listing Information).

“视频内容”具有第4.2.1条(上架信息)规定之含义。