RelationalAI Customer Terms of Service

Version: November 16, 2026 | Prior versions: https://relational.ai/legal/

These RelationalAI Customer Terms of Service (these "**Terms**") are between RelationalAI, Inc., a Delaware corporation ("**RelationalAI**"), and the entity that accepts these Terms or enters into an Order Form that references them ("**Customer**"). Customer accepts these Terms by (a) signing an Order Form that references them, (b) acquiring the Product through an Authorized Marketplace, or (c) clicking to accept these Terms or accessing or using the Product. The individual accepting these Terms on Customer's behalf represents that they are authorized to bind Customer.

The "**Effective Date**" of these Terms is the earlier of (a) Customer's first access to the Product, including through any online provisioning or Authorized Marketplace process, and (b) the effective date of Customer's first Order Form.

Capitalized terms used in these Terms are defined in Section 12 (Definitions) or where they first appear.

1. ACCESS AND USE

1.1 License. Subject to the Agreement, RelationalAI grants Customer a non-exclusive, non-transferable (except under Section 11.1), non-sublicensable, worldwide license during the Subscription Term to install, deploy, access and use the Product in Customer's Snowflake accounts for Customer's internal business purposes, in accordance with the Documentation and any usage scope stated in the Order Form.

1.2 Affiliates. Customer's Affiliates may use the Product under Customer's Order Form only if that Order Form permits Affiliate use, and never if the Affiliate is a Competitor. An Affiliate may also enter into its own Order Form, which forms a separate agreement incorporating these Terms with that Affiliate as "Customer." Customer is responsible for its Affiliates' compliance with the Agreement, and any claim by a Customer Affiliate relating to Customer's Order Form may be brought only by Customer.

1.3 Users. Only Users may use the Product. Customer is responsible for its Users' compliance with the Agreement and for all activity under their credentials, and will promptly notify RelationalAI of any unauthorized use of which it becomes aware.

1.4 Use Restrictions. Except as specifically provided in the Agreement, neither Customer nor any of its Users may: (i) copy the Product, or any material subset thereof; (ii) modify or create derivative works or improvements to the Product, or any material subset thereof, in order to build a competitive product or service; (iii) publish, disseminate, distribute, or provide access of any kind to the Product, or any material subset thereof, to any third party; (iv) sell, sublicense, loan, lease, assign, authorize others to access, use, disclose, or attempt to grant any rights to, the Product, or any material subset thereof, to third parties; (v) except as permitted by law, decompile, disassemble, reverse engineer, or otherwise attempt to derive source code from the Product; (vi) use the Product or any material subset thereof to act as a consultant to third parties, service bureau, or application service provider; (vii) to the extent the Product is provided in a manner that does not identify an individual, use the Product to create, generate, or infer any information relating to the identity of an individual; (viii) transfer the Product outside the Snowflake Service, or circumvent, disable or interfere with any license key, usage limit, security mechanism or access control of the Product; or (ix) use the Product to train or improve an artificial intelligence model that competes with the Product. Customer will not remove, delete or alter any trademarks, copyright notices, or other proprietary notices of RelationalAI or its licensors, if any. For the avoidance of doubt, nothing in the Agreement prohibits Customer from independently developing or building a competitive product or service.

1.5 Changes to the Product. RelationalAI may update the Product from time to time. RelationalAI will not materially reduce the overall core functionality of the Product during a Subscription Term, except to the extent required by Law, to address a security risk, or because of changes to the Snowflake Service

outside RelationalAI's control. Customer's purchases are not contingent on the delivery of any future functionality or features, or on any public or private statement about future functionality.

1.6 Trials and Previews. Customer's use of any Trial or Preview Feature is governed by RelationalAI's Trial and Preview Terms, currently available at https://relational.ai/legal/, which prevail over these Terms for Trials and Preview Features.

2. SNOWFLAKE AND THIRD-PARTY PLATFORMS

2.1 Snowflake Service. The Product runs in Customer's Snowflake accounts. Customer is responsible for obtaining and maintaining its Snowflake accounts and for complying with its agreement with Snowflake. Snowflake charges for the compute, storage and other resources the Product consumes in Customer's accounts are payable by Customer under its agreement with Snowflake and are separate from the Fees, unless an Order Form states otherwise.

2.2 Third-Party Platforms. Third-Party Platforms are governed by Customer's agreements with their providers, not by the Agreement. RelationalAI does not control, and is not responsible for, the availability, security, performance, functionality or data practices of any Third-Party Platform, including the Snowflake Service.

2.3 Platform Unavailability. If Snowflake suspends, limits or removes the Product, or changes the Snowflake Service so that RelationalAI cannot reasonably continue to provide the Product, other than because of RelationalAI's breach of its obligations to Snowflake: (a) RelationalAI will not be in breach of the Agreement and will use commercially reasonable efforts to restore availability; and (b) if availability is not restored within thirty (30) days, either party may terminate the affected Order Form on written notice, and RelationalAI will refund any prepaid Fees for the unused remainder of its Subscription Term. If Customer's own access to the Snowflake Service is suspended or ends, Customer's payment obligations are not excused.

2.4 Marketplace Purchases. If Customer acquires the Product through the Snowflake Marketplace, RelationalAI's Snowflake Marketplace Supplement, currently available at https://relational.ai/legal/, also applies.

3. DATA, OUTPUT AND AI

3.1 Customer Data. As between the parties, Customer owns all right, title and interest in Customer Data, Customer Materials and Customer Models. The Product processes Customer Data within Customer's Snowflake accounts. RelationalAI will not access Customer Data except (a) as Customer permits in an Order Form, the Services and Access Terms or otherwise in writing, or (b) to the extent a component of the Product is operated by RelationalAI as described in the Documentation, as necessary to provide that component. Customer grants RelationalAI a non-exclusive license to process Customer Data and Customer Materials solely to provide the Product, Support and Services to Customer.

3.2 Customer Responsibilities. Customer is responsible for (a) the accuracy, quality and legality of Customer Data and for having all rights and consents needed to process it through the Product; (b) configuring its Snowflake accounts and the Product securely, including granting the Product and RelationalAI personnel no more privileges than they need, enforcing multi-factor authentication and managing the provisioning and removal of Users; and (c) any data sharing it enables, including event and telemetry sharing configured through the Snowflake Service. RelationalAI has no liability for losses resulting from Customer's configuration or administration of its Snowflake accounts or the Product.

3.3 Prohibited Data. Unless RelationalAI agrees in writing (including, where required, under a business associate agreement), Customer will not provide RelationalAI with, or give RelationalAI access to, protected health information, payment card data, government identification numbers, special categories of personal data, or data controlled under the U.S. International Traffic in Arms Regulations ("**Prohibited**

Data"), whether through Support, Services or any other channel. RelationalAI has no liability for Prohibited Data provided in breach of this Section 3.3.

3.4 Output. As between the parties, Customer owns Output, and RelationalAI claims no ownership of it. Output may not be unique, and other customers may receive similar output. Customer is responsible for its use of Output.

3.5 AI Features. Output generated by AI Features is probabilistic and may be inaccurate, incomplete or inappropriate. Customer is responsible for evaluating Output, including through appropriate human review, before relying on it, particularly for decisions affecting individuals' legal rights, finances, health or employment. AI Features that use models provided by Snowflake or other third parties are also subject to those providers' terms, as described in the Documentation. The Product, including its AI Features, is not designed or intended for use where its failure or inaccuracy could result in death, personal injury or severe physical or environmental damage.

3.6 Usage Data. RelationalAI may collect and use technical data about the operation, performance and use of the Product, including logs, metrics and telemetry that Customer shares through the Snowflake Service, but excluding the content of Customer Data, Customer Models and Output ("**Usage Data**"), to provide, support, secure and improve its products and services. RelationalAI will not disclose Usage Data to third parties except to its service providers under Section 11.10, or in aggregated and de-identified form that does not identify Customer or any individual. RelationalAI will handle any personal information in Usage Data in accordance with Law and its Privacy Notice at.

3.7 Feedback. If Customer provides suggestions or feedback about RelationalAI's products or services, RelationalAI may use them without restriction or obligation, provided it does not attribute them to Customer.

3.8 RelationalAI Ownership. RelationalAI and its licensors retain all right, title and interest in the Product, the Documentation, Deliverables (subject to Section 5.3), RelationalAI Materials and Usage Data, including all improvements to them. Except for the rights expressly granted in the Agreement, neither party grants the other any right or license, by implication or otherwise.

4. FEES AND PAYMENT

4.1 Fees. Customer will pay the Fees stated in each Order Form. Usage-based Fees are calculated from RelationalAI's or the Authorized Marketplace's usage metering. Except as the Agreement expressly provides, Fees are non-cancelable and non-refundable, and committed Fees are not reduced by lower actual usage.

4.2 Invoicing. For Order Forms invoiced by RelationalAI, RelationalAI will invoice as stated in the Order Form, and Customer will pay each invoice within thirty (30) days after the invoice date unless the Order Form states otherwise. Purchases through an Authorized Marketplace are invoiced and paid as described in the Snowflake Marketplace Supplement or other applicable marketplace terms.

4.3 Disputes and Late Payment. Customer must notify RelationalAI of any good-faith invoice dispute within thirty (30) days after the invoice date and must pay all undisputed amounts when due. Undisputed overdue amounts accrue interest at 1.5% per month or the maximum rate permitted by Law, whichever is lower, and Customer will reimburse RelationalAI's reasonable costs of collecting them.

4.4 Taxes. Fees exclude taxes. Customer is responsible for all sales, use, value-added, goods and services, withholding and similar taxes and duties on its purchases, other than taxes on RelationalAI's net income. If Law requires Customer to withhold any tax, Customer will increase its payment so that RelationalAI receives the amount it would have received without the withholding.

4.5 Discounts and Renewal Pricing. Discounts, credits and promotional pricing apply only to the Order Form or transaction in which they are granted, and do not apply to renewals or later purchases unless

that Order Form expressly says so. Renewals are at RelationalAI's then-current list prices unless the Order Form states otherwise.

5. SUPPORT AND SERVICES

5.1 Support. RelationalAI will provide support for the Product in accordance with the Support Policy. RelationalAI may update the Support Policy but will not materially reduce the overall level of support during a Subscription Term.

5.2 Services. RelationalAI will perform any Services described in an Order Form or statement of work, subject to RelationalAI's Services and Access Terms, currently available at https://relational.ai/legal/. Unless the Order Form states otherwise, Services hours expire at the end of the Order Form's term, and unused hours are forfeited without refund.

5.3 Deliverables. Unless otherwise agreed in an Order Form or statement of work, RelationalAI owns the Deliverables and any RelationalAI Materials incorporated in them. Subject to the Agreement, RelationalAI grants Customer a non-exclusive, non-transferable license to use the Deliverables for Customer's internal business purposes in connection with its authorized use of the Product. Customer Data and Customer Materials incorporated in Deliverables remain Customer's property.

6. CONFIDENTIALITY

6.1 Definition. "**Confidential Information**" means information that a party ("**Discloser**") discloses to the other party ("**Recipient**") under the Agreement that is identified as confidential or that a reasonable person would understand to be confidential given its nature and the circumstances of disclosure. RelationalAI's Confidential Information includes the Product, non-public Documentation, Preview Features, pricing, product roadmaps and non-public performance information about the Product. Customer's Confidential Information includes Customer Data. The terms of each Order Form are the Confidential Information of both parties.

6.2 Obligations. Recipient will (a) use Discloser's Confidential Information only to exercise its rights and perform its obligations under the Agreement; (b) protect it using at least the care it uses for its own information of a similar nature, and no less than reasonable care; and (c) disclose it only to its and its Affiliates' employees, contractors, professional advisors, auditors, and actual or prospective investors, financing sources and acquirers who need to know it for those purposes and are bound by confidentiality obligations at least as protective as this Section 6. Recipient is responsible for their compliance with this Section 6.

6.3 Exclusions. Confidential Information does not include information that Recipient can document (a) is or becomes public through no fault of Recipient; (b) Recipient knew before receiving it, without a duty of confidentiality; (c) Recipient rightfully receives from a third party without a duty of confidentiality; or (d) Recipient independently develops without use of Discloser's Confidential Information.

6.4 Required Disclosure. Recipient may disclose Confidential Information to the extent required by Law or court order, if it gives Discloser prompt prior notice (where legally permitted) and reasonable cooperation in seeking confidential treatment.

6.5 Return and Deletion. On Discloser's request after the Agreement ends, Recipient will return or delete Discloser's Confidential Information, except copies retained in routine backups or as required by Law, which remain subject to this Section 6 for as long as they are retained.

7. WARRANTIES AND DISCLAIMERS

7.1 Authority. Each party warrants that it has full power and authority to enter into the Agreement.

7.2 Performance Warranty. RelationalAI warrants that the Product, as provided by RelationalAI, will perform materially in accordance with the Documentation during the Subscription Term. If Customer

reports a breach of this warranty in reasonable detail within thirty (30) days after discovering it, RelationalAI will use reasonable efforts to correct the non-conformity or provide a workaround. If RelationalAI cannot do so within a reasonable period, either party may terminate the affected Order Form, and RelationalAI will refund prepaid Fees for the unused remainder of its Subscription Term. These are Customer's exclusive remedies for breach of this warranty. This warranty does not apply to Trials, Preview Features or Third-Party Platforms, or to issues caused by misuse, modification or Customer's configuration.

7.3 Disclaimers. EXCEPT AS EXPRESSLY STATED IN THIS SECTION 7 OR IN THE SERVICES AND ACCESS TERMS, THE PRODUCT, SUPPORT, SERVICES, DELIVERABLES AND OUTPUT ARE PROVIDED "AS IS," AND RELATIONALAI DISCLAIMS ALL OTHER WARRANTIES, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT. RELATIONALAI DOES NOT WARRANT THAT THE PRODUCT WILL BE UNINTERRUPTED OR ERROR-FREE, THAT OUTPUT WILL BE ACCURATE OR COMPLETE, OR THAT THE PRODUCT WILL MEET CUSTOMER'S REQUIREMENTS. SNOWFLAKE PROVIDES NO WARRANTY OR SUPPORT FOR THE PRODUCT.

8. INDEMNIFICATION

8.1 By RelationalAI. RelationalAI will defend Customer against any third-party claim alleging that the Product, as provided by RelationalAI and used in accordance with the Agreement, infringes or misappropriates that third party's patent, copyright, trademark or trade secret (an "**Infringement Claim**"), and will pay the damages and costs finally awarded against Customer, or agreed in a settlement RelationalAI approves, resulting from the Infringement Claim.

8.2 Exclusions. RelationalAI has no obligation under Section 8.1 for any claim to the extent it arises from (a) Customer Data, Customer Materials, Customer Models or Output; (b) modification of the Product by anyone other than RelationalAI; (c) combination of the Product with products, services, data or processes not provided by RelationalAI, if the claim would not have arisen but for the combination (use of the Snowflake Service as described in the Documentation is not such a combination); (d) use of the Product other than in accordance with the Agreement and the Documentation, or continued use after RelationalAI makes available an update that would have avoided the claim; (e) open-source software or Third-Party Platforms; or (f) Trials, Preview Features or any Product provided free of charge.

8.3 Mitigation. If the Product is, or in RelationalAI's opinion is likely to become, the subject of an Infringement Claim, RelationalAI may at its option and expense (a) obtain the right for Customer to continue using it; (b) modify or replace it with functionally comparable, non-infringing technology; or (c) if neither is commercially reasonable, terminate the affected Order Form and refund prepaid Fees for the unused remainder of its Subscription Term.

8.4 By Customer. Customer will defend RelationalAI and its Affiliates against any third-party claim to the extent it arises from (a) Customer Data, Customer Materials or Customer Models, or Customer's use of Output; or (b) Customer's use of the Product in breach of Section 1.4 (Use Restrictions) or Section 3.3 (Prohibited Data), or in violation of Law, and will pay the damages and costs finally awarded against RelationalAI, or agreed in a settlement Customer approves, resulting from the claim.

8.5 Procedure. The indemnified party will give the indemnifying party prompt written notice of the claim (a delay relieves the indemnifying party of its obligations only to the extent the delay prejudices it), sole control of the defense and settlement, and reasonable cooperation at the indemnifying party's expense. The indemnifying party may not settle a claim in a way that requires the indemnified party to admit fault or take any action (other than ceasing use of allegedly infringing items) without the indemnified party's consent, which may not be unreasonably withheld. The indemnified party may participate in the defense with its own counsel at its own expense.

8.6 Exclusive Remedy. This Section 8 states each party's entire liability, and the other party's exclusive remedy, for the third-party claims it describes, including Infringement Claims.

9. LIMITATION OF LIABILITY

9.1 Excluded Damages. EXCEPT FOR EXCLUDED CLAIMS, NEITHER PARTY WILL BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, EXEMPLARY OR PUNITIVE DAMAGES, OR FOR ANY LOSS OF PROFITS, REVENUE, BUSINESS, GOODWILL, DATA OR USE, ARISING OUT OF OR RELATING TO THE AGREEMENT, EVEN IF ADVISED OF THEIR POSSIBILITY.

9.2 Liability Cap. EXCEPT FOR EXCLUDED CLAIMS, EACH PARTY'S TOTAL LIABILITY ARISING OUT OF OR RELATING TO THE AGREEMENT WILL NOT EXCEED TWO TIMES (2X) THE FEES PAID AND PAYABLE BY CUSTOMER UNDER THE AGREEMENT IN THE TWELVE (12) MONTHS BEFORE THE FIRST EVENT GIVING RISE TO LIABILITY, OR, IF NO FEES WERE PAID OR PAYABLE IN THAT PERIOD, US$500. AMOUNTS PAID FOR THE PRODUCT THROUGH AN AUTHORIZED MARKETPLACE OR AUTHORIZED RESELLER, INCLUDING BY DRAWDOWN OF A SNOWFLAKE CAPACITY COMMITMENT, ARE FEES PAID BY CUSTOMER FOR THIS PURPOSE.

9.3 Excluded Claims. "**Excluded Claims**" means (a) a party's defense and indemnification obligations under Section 8; (b) a party's breach of Section 6 (Confidentiality); (c) Customer's breach of Section 1.4 (Use Restrictions), or either party's infringement or misappropriation of the other party's intellectual property rights; (d) Customer's obligation to pay Fees; and (e) a party's gross negligence, willful misconduct or fraud.

9.4 Aggregation. The cap in Section 9.2 applies in the aggregate across the Agreement, all Order Forms and any separate agreements formed under Section 1.2 with Customer's Affiliates, and is not multiplied by the number of Order Forms, accounts or claims.

9.5 Application. This Section 9 applies to all theories of liability, including contract, tort (including negligence) and strict liability, and applies even if a limited remedy fails of its essential purpose.

10. TERM, SUSPENSION AND TERMINATION

10.1 Term. These Terms begin on the Effective Date and continue until every Order Form and Subscription Term has ended. While no Order Form is in effect, either party may terminate these Terms on written notice.

10.2 Subscription Terms. Each Subscription Term, and any renewal, is as stated in the Order Form.

10.3 Termination for Cause. Either party may terminate the Agreement or an affected Order Form on written notice if the other party (a) materially breaches the Agreement and fails to cure the breach within thirty (30) days after receiving written notice of it; or (b) becomes subject to bankruptcy, insolvency, receivership or similar proceedings that are not dismissed within sixty (60) days, makes an assignment for the benefit of creditors, or ceases business without a successor.

10.4 Suspension. RelationalAI may suspend Customer's access to all or part of the Product, Support or Services if (a) undisputed Fees are thirty (30) or more days overdue and remain unpaid ten (10) days after RelationalAI gives notice; (b) Customer breaches Section 1.4, Section 3.3 or Section 11.5; (c) suspension is reasonably necessary to prevent a security threat or material harm to RelationalAI, the Product, Snowflake or other customers; or (d) suspension is required by Law, a governmental authority or Snowflake. RelationalAI will give advance notice where practicable, limit the suspension in scope and duration to what is reasonably necessary, and restore access promptly once the cause is resolved.

10.5 Effect of Termination. When the Agreement or an Order Form ends: (a) Customer's rights to the affected Product and Services end, and Customer will stop using and uninstall the affected Product; (b) Customer will pay all Fees accrued before the end date; (c) if RelationalAI terminates for Customer's

breach, all unpaid committed Fees for the remainder of the affected Subscription Term become due; (d) if Customer terminates for RelationalAI's breach, RelationalAI will refund prepaid Fees for the unused remainder of the affected Subscription Term; and (e) each party will handle the other's Confidential Information in accordance with Section 6.5. Customer Data remains in Customer's Snowflake accounts under Customer's control.

10.6 Survival. Sections 1.4, 2.2, 3.3 to 3.8, 4 (for amounts accrued), 5.3, 6, 7.3, 8, 9, 10.5, 10.6, 11 and 12 survive any expiration or termination of the Agreement.

11. GENERAL

11.1 Assignment. Neither party may assign the Agreement without the other party's prior written consent, except that either party may assign it without consent to an Affiliate or to a successor in a merger, acquisition, corporate reorganization or sale of all or substantially all of its relevant business or assets, unless the successor is a direct competitor of the other party. Any other attempted assignment is void. The Agreement binds and benefits the parties' permitted successors and assigns.

11.2 Governing Law and Venue. The Agreement is governed by the laws of the State of Delaware, without regard to its conflict-of-laws rules. The United Nations Convention on Contracts for the International Sale of Goods and the Uniform Computer Information Transactions Act do not apply. The state and federal courts located in New Castle County, Delaware have exclusive jurisdiction over any action relating to the Agreement, and each party submits to their personal jurisdiction.

11.3 Equitable Relief. A breach of Section 1.4 or Section 6, or infringement or misappropriation of a party's intellectual property rights, may cause irreparable harm for which damages are an inadequate remedy. The harmed party may seek injunctive or other equitable relief in any court of competent jurisdiction, without posting a bond, in addition to its other remedies.

11.4 Force Majeure. Neither party is liable for any delay or failure to perform (other than payment obligations) caused by events beyond its reasonable control, including natural disasters, pandemics, war, terrorism, civil unrest, labor disputes (other than involving its own workforce), governmental action, and failures of the internet, utilities, or cloud or platform providers, including the Snowflake Service. If such an event prevents RelationalAI from providing the Product for more than thirty (30) consecutive days, either party may terminate the affected Order Form on written notice, and RelationalAI will refund prepaid Fees for the unused remainder of its Subscription Term.

11.5 Export and Sanctions. Each party will comply with the export control and sanctions Laws that apply to it. Customer represents that neither it nor any User is (a) located in, organized under the laws of, or ordinarily resident in any country or region subject to comprehensive U.S. sanctions; (b) named on any U.S. or other applicable restricted-party list; or (c) owned 50% or more, individually or in the aggregate, by persons so named. Customer will not export, re-export or provide access to the Product in violation of those Laws.

11.6 Anti-Corruption. Neither party has offered or received, or will offer or receive, any bribe, kickback or other improper payment in connection with the Agreement.

11.7 Publicity. RelationalAI may identify Customer as a customer by name and logo on its website and in marketing materials, in accordance with any trademark guidelines Customer provides, until Customer asks it in writing to stop. Any other public statement about the Agreement requires the other party's prior written consent.

11.8 Relationship. The parties are independent contractors. The Agreement creates no agency, partnership, fiduciary relationship or joint venture, and there are no third-party beneficiaries.

11.9 Notices. Notices under the Agreement must be in writing and sent to the recipient's notice address stated in the Order Form or, for Customer, the email address associated with its account. Notices to

RelationalAI must be copied to legal@relational.ai. Notices are effective on receipt, or one business day after sending by email if no delivery failure is received. RelationalAI may also give operational notices, including notices of updates under Section 11.12, by email or through the Product.

11.10 Subcontractors. RelationalAI may use subcontractors and service providers to perform its obligations and remains responsible for their performance.

11.11 Entire Agreement; Order of Precedence. The Agreement consists of these Terms, each Order Form and the following documents, each incorporated by reference: the Trial and Preview Terms, the Snowflake Marketplace Supplement (for purchases through the Snowflake Marketplace), the Services and Access Terms and the Support Policy. It is the parties' entire agreement on its subject matter and supersedes all prior and contemporaneous agreements on that subject matter. If Customer and RelationalAI have signed a separate written agreement that expressly governs Customer's use of the Product, that agreement prevails over these Terms. If the documents conflict, the following order applies: (a) the Trial and Preview Terms, for Trials and Preview Features; (b) the Snowflake Marketplace Supplement, for purchases through the Snowflake Marketplace; (c) these Terms; (d) the Services and Access Terms; (e) the Support Policy; and (f) the Documentation. An Order Form prevails over these Terms only where it expressly identifies the provision of these Terms that it modifies. Terms in any purchase order, supplier portal, or marketplace or reseller agreement to which RelationalAI is not a party have no effect, even if accepted or signed by RelationalAI.

11.12 Updates to These Terms. RelationalAI may update these Terms, the Trial and Preview Terms, the Snowflake Marketplace Supplement, the Services and Access Terms and the Support Policy by posting a new version with a new version date. RelationalAI will keep prior versions available on its website and provide a way to subscribe to notice of updates. An update takes effect for Customer at the start of Customer's next renewal or new Order Form after the update is posted. RelationalAI may make an update effective sooner, on at least thirty (30) days' notice, only where the update is required by Law or by Snowflake or relates to new features, and no earlier update will materially reduce Customer's rights or RelationalAI's obligations during the then-current Subscription Term. Section 5.1 also applies to updates to the Support Policy.

11.13 Miscellaneous. No waiver is effective unless in writing, and a failure to enforce a right is not a waiver. If any provision is held unenforceable, it will be limited to the minimum extent necessary, and the rest of the Agreement remains in effect. "Including" means "including without limitation," and headings are for convenience only. The Agreement may be signed electronically and in counterparts. The parties have requested that the Agreement and all related documents be drawn up in English.

12. DEFINITIONS

"**Affiliate**" means any entity that directly or indirectly controls, is controlled by, or is under common control with a party, where "control" means ownership of more than 50% of the entity's voting interests or the power to direct its management, for so long as that control exists.

"**Agreement**" means these Terms, each Order Form, and the documents incorporated under Section 11.11 (Entire Agreement; Order of Precedence).

"**AI Features**" means features of the Product that use machine learning, large language models or other artificial intelligence techniques to generate Output, including features that rely on models provided by Snowflake or other third parties.

"**Authorized Marketplace**" means a third-party marketplace through which RelationalAI expressly offers the Product, including the Snowflake Marketplace.

"**Competitor**" means an entity that develops or offers a product or service that competes with the Product.

"**Customer Data**" means data that Customer or its Users make available for processing by the Product, including data stored in Customer's Snowflake accounts.

"**Customer Materials**" means materials, information, systems and other resources (other than Customer Data) that Customer provides to RelationalAI, including in connection with Support or Services.

"**Customer Models**" means the models, rules, schemas, queries, code and configurations that Customer or its Users create using the Product, excluding the Product and any RelationalAI Materials incorporated in them.

"**Deliverables**" means work product that RelationalAI delivers to Customer as part of Services.

"**Documentation**" means RelationalAI's then-current user documentation for the Product, currently available at https://docs.relational.ai.

"**Fees**" means the fees for the Product and Services stated in an Order Form.

"**Laws**" means all applicable laws, regulations and binding governmental orders, including those relating to data protection, export control and sanctions.

"**Order Form**" means (a) an ordering document that references these Terms and is signed by both parties, or (b) Customer's purchase of the Product through an Authorized Marketplace, including through a private offer, in each case specifying the Product, any Services and the Fees.

"**Output**" means results, inferences, predictions, recommendations, text and other output that the Product generates from Customer Data or Customer Models.

"**Product**" means RelationalAI's software made available for use in Customer's Snowflake environment as a Snowflake Native App (including any components deployed in or accessed through the Snowflake Service), together with related user interfaces, APIs and Documentation and any updates RelationalAI makes generally available, as identified in an Order Form.

"**Preview Feature**" and "**Trial**" have the meanings given in the Trial and Preview Terms.

"**RelationalAI Materials**" means RelationalAI's proprietary software, tools, libraries, templates, models, methodologies, know-how and documentation, including those used in providing Support or Services, but excluding Customer Data, Customer Materials and Customer Models.

"**Services**" means professional services, technical resources, product enablement and training that RelationalAI provides under an Order Form or statement of work.

"**Snowflake**" means Snowflake Inc. and its Affiliates, and "**Snowflake Service**" means the Snowflake services that Customer uses under its own agreement with Snowflake.

"**Subscription Term**" means the period during which Customer may use the Product under an Order Form, including any renewal.

"**Support Policy**" means RelationalAI's support policy, currently available at https://relational.ai/legal/.

"**Third-Party Platform**" means any product, service, platform or model not provided by RelationalAI that Customer uses with the Product, including the Snowflake Service.

"**User**" means an employee or contractor of Customer, or of an Affiliate permitted under Section 1.2, whom Customer authorizes to use the Product on its behalf.