

## TERMS AND CONDITIONS

1. These Terms and Conditions (hereinafter, referred to as the “Terms”) constitute a legal agreement between you (either an individual or a single entity) and Sonra Intelligence Limited having an address at 6-9 Trinity Street Dublin 2, Ireland (hereinafter, referred to as the “Company”, “we”, “our”, “us”). These Terms govern your access to data sets made available by the Company on the Snowflake data marketplace (collectively referred to as the “Data Sets” and each individually as a “Data Set”). For more information about the Snowflake data marketplace, please visit [https://www.snowflake.com/data\\_marketplace/](https://www.snowflake.com/data_marketplace/). The Company hereby warrants that it has sufficient rights to grant rights to the Data Sets.

2. By accessing the Data Sets, you hereby warrant that you have an authority to enter into legally binding agreements and agree to (i) be bound by these Terms, (ii) comply with all applicable laws, and (iii) use the Data Sets for lawful purposes only. If you do not agree to be bound by these Terms, please do not access the Data Sets.

3. The Company charges annual subscription fees (hereinafter, the “Fees”) for granting you access to the Data Sets. The Fees are two types, namely: (i) Fees that are paid by you directly to the Company (“Direct Fees”); and (ii) Fees that are paid by you to Snowflake ([www.snowflake.com](http://www.snowflake.com)) and, after Snowflake receives those Fees and deducts its own applicable fees, transferred to the Company (“Indirect Fees”). The Fee for a given Data Set can be either an Indirect Fee or a Direct Fee, but never a combination of both. The Fees are indicated in euro (EUR) or US Dollar (USD) and exclude all applicable sale taxes (e.g., VAT). The Fees and payment terms related thereto are made available on the Snowflake data marketplace or communicated to you. By concluding a service contract with the Company on the basis of these Terms, you agree to pay the Fees in accordance with these Terms and other applicable terms and conditions. The Fees remain valid for as long as they are indicated on the Snowflake data marketplace or as communicated to you. The Fees are subject to a change with or without a prior notice to you.

4. By concluding a service contract with the Company, you agree to pay the Fees agreed upon by and between you and the Company. Unless specified otherwise on the relevant invoice, the Direct Fees are payable within thirty (30) business days from the date of the invoice issued by the Company via a wire transfer. The bank details are specified on the invoice. You agree to pay the Indirect Fees subject to the applicable Snowflake’s terms of services available at <https://www.snowflake.com/legal/snowflake-data-marketplace-consumer-terms-of-service/> (the “Snowflake Terms of Service”).

5. If you wrongfully withhold or delay payment of any Direct Fees due, the Company reserves the right to (i) send you a notice of non-payment and (ii) suspend or terminate your access to the Data Sets. As from the date of such notice, the Company will be entitled to late-payment interest on all amounts that remain unpaid, at a rate of eight (8) percentage points above the applicable ECB main refinancing rate. If you wrongfully withhold or delay payment of any Indirect Fees due, your conduct may fall within the scope of the applicable provisions of the Snowflake Terms of Service and this may have

legal consequences on you, e.g., you may be liable for late charges as set forth in the Snowflake Terms of Service.

6. The Data Sets are licensed either under (i) the Creative Commons Attribution 4.0 International license available at <https://creativecommons.org/licenses/by/4.0/legalcode> or (ii) the Open Data Commons Open Database License (ODbL) available at <https://opendatacommons.org/licenses/odbl/> or (iii) Open Government Licence v.3.0 <http://www.nationalarchives.gov.uk/doc/open-government-licence/version/3/> or (iv) MIT License. Annex 1 shows the license applicable to each Data Set (the “Applicable License”). By accessing a given Data Set, you agree to comply with the Applicable License.

7. Upon request, the Company offers to recipients of each Data Set based upon a Data Set licensed under the Open Data Commons Open Database License (ODbL)(the “Derivative Data Set”) a single free of charge copy of the Derivative Data Set in a machine readable form.

8. By using the Data Sets, you agree to immediately inform the Company of any malfunction or other issue affecting the proper use of the Data Sets. The Company undertakes to (i) acknowledge receipt of such notification without undue delay and (ii) use all commercially reasonable efforts to correct the reported malfunction that wholly or significantly impairs the normal use of the Data Sets as soon as reasonably possible.

9. The Data Sets are provided on an “as is” and “with all faults” basis and you agree to bear the entire risk as to the accuracy, quality, and performance of the Data Sets. The Company makes no representations or warranties that the Data Sets will be suitable for the purposes for which they are permitted to be used. The implied warranties of merchantability and of fitness for a particular purpose are expressly waived. To the maximum extent allowed by the applicable law, the Company expressly disclaims all liability (whether incurred directly or indirectly) for all loss and/or damage resulting from the use and/or inability to use the Data Sets or any parts of them, even if the Company has been advised of the possibility of such damages.

10. The unenforceability of any single provision of these Terms shall not affect any other provision hereof.

11. These Terms shall be read, construed and take effect in accordance with the laws of Ireland. Any disputes arising out of or in relation to these Terms shall be submitted to the exclusive jurisdiction of the courts in Dublin, Ireland.

12. The Company reserves the right to modify these Terms at any time, effective upon posting of an updated version on the Snowflake data marketplace. You are responsible for regularly reviewing these Terms. Your continued use of the Data Sets after any changes shall constitute your consent to such changes.

13. With regard to Data Sets subject to Direct Fees, these Terms enter into force on the start date indicated in the order form completed by you (the order form is available at <https://sonra.io/order-form-marketplace/>) and continue until terminated. With regard to Data Sets subject to Indirect Fees, these Terms enter into force on the Effective Date specified in the Snowflake Terms of Service and continue until terminated. The Snowflake Terms of Service shall, in addition to these Terms, apply to any transactions

with Data Sets that are subject to Indirect Fees. In case of a conflict between the Snowflake Terms of Service and these Terms, these Terms shall prevail and control.

14. If the Company has a reason to believe, at its sole discretion, that you violate these Terms and it is appropriate, necessary or desirable to do so, the Company may: (i) send you a formal warning; (ii) temporary suspend or terminate your access to the Data Sets; (iii) report you to the relevant public authorities; or (iv) commence a legal action against you.

15. You are not allowed to assign your rights under these Terms. The Company is entitled to transfer its rights and obligations under these Terms entirely or partially to a third party by giving a prior notice to you. If you do not agree to the transfer, the only remedy is to terminate these Terms with immediate effect and stop using the Data Sets.

16. These Terms shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

17. Any notice or communication in connection with these Terms must be made in writing and in English and shall be validly given by any written means of communication (including but not limited to registered letter or e-mail).

18. Company's failure to enforce any part of the Terms is not a waiver of its right to later enforce any part of the Terms.

19. You agree to indemnify, defend and hold the Company, its subsidiaries, affiliates, partners, officers, directors, agents, contractors, licensors, service providers, subcontractors, interns and employees, harmless from any claim or demand, including attorneys' fees, made by any third party due to or arising out of your breach of these Terms, your use of the Data Sets, or your violation of any law or the rights of a third party.

20. The Company puts reasonable efforts to ensure that the Data Sets are always accessible. However, the availability of the Data Sets may be affected by factors, which the Company cannot reasonably control, such as bandwidth problems, equipment failure, acts and omissions of our third-party service providers, or *force majeure* events. The Company takes no responsibility for the unavailability of the Data Sets caused by such factors.

21. If you have any questions about these Terms, please contact us at [hello@sonra.io](mailto:hello@sonra.io). Support is provided over e-mail: [support@sonra.io](mailto:support@sonra.io)

22. These Terms were last amended on the 8th of May 2023.

#### **Annex 1: Licenses applicable to the open Data Sets**

Data Set	License
GeoNames (Geography dimension)	Creative Commons Attribution

	4.0 License
Administrative Boundaries UK	Open Government Licence v.3.0
OpenStreetMap	Open Data Commons Open Database License (ODbL)
Census UK 2011	Open Government Licence v3.0
Administrative Boundaries USA.	Any data that comes directly from the US Census is available to the public for free. There is no license required to access the data.
ERA5	Generated using Copernicus Climate Change Service information. Neither the European Commission nor ECMWF is responsible for any use that may be made of the Copernicus information or data it contains.  <a href="https://apps.ecmwf.int/datasets/licences/copernicus/">https://apps.ecmwf.int/datasets/licences/copernicus/</a>
Date Dimension with Global Holiday Calendar	MIT License
Airport Codes	The Unlicense
Canada and USA zip code data sets	Unlimited use
UK Open Map Data	Open Data Commons Open Database License (ODbL)

