



## SNOWFLAKE TERMS OF SERVICE U.S. PUBLIC SECTOR

THESE SNOWFLAKE TERMS OF SERVICE ONLY APPLY TO DIRECT TRANSACTIONS WITH SNOWFLAKE AND ARE NOT APPLICABLE FOR USE IN RESALE TRANSACTIONS. BY INDICATING YOUR ACCEPTANCE OF THIS AGREEMENT OR ACCESSING OR USING ANY SNOWFLAKE OFFERINGS, YOU ARE ACCEPTING ALL OF THE TERMS AND CONDITIONS OF THIS AGREEMENT. IF YOU DO NOT AGREE TO THESE TERMS AND CONDITIONS, YOU MAY NOT USE ANY SNOWFLAKE OFFERINGS. YOU AGREE THAT THIS AGREEMENT IS ENFORCEABLE LIKE ANY WRITTEN AGREEMENT SIGNED BY YOU.

IF YOU ARE USING ANY SNOWFLAKE OFFERINGS AS AN EMPLOYEE, CONTRACTOR, OR AGENT OF A CORPORATION, PARTNERSHIP OR SIMILAR ENTITY, THEN YOU MUST BE AUTHORIZED TO SIGN FOR AND BIND SUCH ENTITY IN ORDER TO ACCEPT THE TERMS OF THIS AGREEMENT, AND YOU REPRESENT AND WARRANT THAT YOU HAVE THE AUTHORITY TO DO SO. THE RIGHTS GRANTED UNDER THIS AGREEMENT ARE EXPRESSLY CONDITIONED UPON ACCEPTANCE BY SUCH AUTHORIZED PERSONNEL.

### AGREEMENT

These Snowflake Terms of Service ("**Agreement**") are entered into by and between Snowflake (see Section 14 for this and other capitalized defined terms) and the entity or person placing an order for, or accessing, any Snowflake Offerings ("**Customer**" or "**you**"). This Agreement consists of the terms and conditions set forth below and any ancillary documents (e.g., attachments, addenda, exhibits) expressly referenced as part of this Agreement, and any Order Forms that reference this Agreement.

The "**Effective Date**" of this Agreement is the date which is the earlier of (a) Customer's initial access to any Snowflake Offerings (as defined below) through any online provisioning, registration, or order process or (b) the effective date of the first Order Form referencing this Agreement. This Agreement will govern Customer's initial purchase on the Effective Date as well as any future purchases made by Customer through an Order Form that reference this Agreement.

**Modifications to this Agreement:** From time to time, Snowflake may modify this Agreement. Unless otherwise specified by Snowflake, changes become effective for Customer upon renewal of the then-current Subscription Term or upon the effective date of a new Order Form after the updated version of this Agreement goes into effect. Snowflake will use reasonable efforts to notify Customer of the changes through communications via Customer's Account, email, or other means. Customer may be required to click to accept or otherwise agree to the modified Agreement before renewing a Subscription Term or upon the effective date of a new Order Form, and in any event continued use of any Snowflake Offering after the updated version of this Agreement goes into effect will constitute Customer's acceptance of such updated version.

### 1. USE OF SERVICE

**1.1. Service Provision and Access; Client Software.** Snowflake will make the Service available to Customer for the Subscription Term solely for use by Customer and its Users in accordance with the terms and conditions of this Agreement, the Documentation, and the Order Form. Customer may permit its Contractors and Affiliates to serve as Users provided that any use of the Service by each such Contractor or Affiliate is solely for the benefit of Customer or such Affiliate. Customer shall be responsible for each User's compliance with this Agreement, and acts or omissions by any User shall be deemed acts by the Customer. To the extent Customer installs Client Software in connection with its use of the Service, Snowflake grants to Customer and its Users a limited, non-transferable, non-sublicensable, non-exclusive license during the Subscription Term to use the object code form of the Client Software internally in connection with Customer's and its Affiliates' use of the Service, subject to the terms and conditions of this Agreement and the Documentation.

**1.2. Affiliates.** Customer Affiliates may purchase Snowflake Offerings from Snowflake by executing an Order Form which is governed by the terms of this Agreement. This will establish a new and separate agreement between the Customer Affiliate and the Snowflake entity signing such Order Form. If the Customer Affiliate resides in a different country than Customer, then the Order Form may include modifications to terms applicable to the transaction(s) (including, but not limited to, tax terms and governing law).

**1.3. Compliance with Applicable Laws.** Snowflake will provide the Snowflake Offerings in accordance with its obligations under laws and government regulations applicable to Snowflake's provision of such Snowflake Offerings to its customers generally, including, without limitation, those related to data privacy and data transfer, international communications, and the exportation of Snowflake Offerings, without regard to Customer's particular use of the Snowflake Offerings and subject to Customer's use of the Snowflake Offerings in accordance with this Agreement.

**1.4. General Restrictions.** Customer will not (and will not permit any third party to): (a) sell, rent, lease, license, distribute, provide access to, sublicense, or otherwise make available the Service (or any Deliverables, if applicable) to a third party (except as set forth in the Documentation for Service features expressly intended to enable Customer to provide its third parties with access to Customer Data, or as set forth in an SOW, as applicable) or in a service bureau or outsourcing offering; (b) use the Service to provide, or incorporate the Service into, any substantially similar cloud-based service for the benefit of a third party; (c) reverse engineer, decompile, disassemble, or otherwise seek to obtain the source code or non-public APIs to the Service, except to the extent expressly permitted by applicable law (and then only upon advance written notice to Snowflake); (d) remove or obscure any proprietary or other notices contained in the Service; or (e) use any Snowflake Offerings in violation of the Acceptable Use Policy.



## 2. CUSTOMER DATA

**2.1. Rights in Customer Data.** As between the parties, Customer or its licensors retain all right, title and interest (including any and all intellectual property rights) in and to the Customer Data and any modifications made thereto in the course of operation of the Service. Subject to the terms of this Agreement, Customer hereby grants to Snowflake and its Authorized Snowflake Affiliates a non-exclusive, worldwide, royalty-free right to process the Customer Data solely to the extent necessary to provide the Snowflake Offerings to Customer, to prevent or address service or technical problems therein, or as may be required by law.

### 2.2. Use Obligations.

**(a) In General.** Customer's use of the Snowflake Offerings and all Customer Data, including sharing of Customer Data as allowed hereunder, will comply with applicable laws, government regulations, and any other legal requirements, including but not limited to any data localization or data sovereignty laws, regulations, and any other third-party legal requirements applicable to Customer. Customer is solely responsible for the accuracy, content and legality of all Customer Data. Customer warrants that Customer has and will have sufficient rights in the Customer Data to grant the rights to Snowflake under this Agreement and that the processing of Customer Data by Snowflake in accordance with this Agreement will not violate any laws or the rights of any third party.

**(b) HIPAA Data.** Customer agrees not to introduce to or process any HIPAA Data in the Service unless Customer has entered into a BAA with Snowflake. Unless a BAA is in place, Snowflake will have no liability under this Agreement for HIPAA Data, notwithstanding anything to the contrary in this Agreement or in HIPAA or any similar federal or state laws, rules or regulations. If Customer is permitted to introduce to or process HIPAA Data in the Service, then Customer may do so only by providing it as Customer Data. Upon mutual execution of the BAA, the BAA is incorporated by reference into this Agreement and is subject to its terms.

**2.3. Data Privacy. To the extent applicable, the parties shall comply with the DPA.**

**3. SECURITY.** The parties shall comply with the Security Addendum.

## 4. INTELLECTUAL PROPERTY

**4.1. Snowflake Technology.** Customer agrees that Snowflake 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 Snowflake Technology. Except for the express limited rights set forth in this Agreement, no right, title or interest in any Snowflake Technology is granted to Customer. Further, Customer acknowledges that the Service is offered as an online, hosted solution, and that Customer has no right to obtain a copy of the underlying computer code for the Service, except (if applicable) for the Client Software in object code format. Snowflake may freely use and incorporate any suggestions, comments or other feedback about the Snowflake Offerings voluntarily provided by Customer or Users into the Snowflake Technology.

**4.2. Usage Data.** Notwithstanding anything to the contrary in this Agreement, Snowflake may collect and use Usage Data to develop, improve, support, and operate its products and services. Snowflake may not share any Usage Data that includes Customer's Confidential Information with a third party except: (a) in accordance with Section 5 (Confidentiality) of this Agreement, or (b) to the extent the Usage Data is aggregated and anonymized such that Customer and Customer's Users cannot be identified.

**4.3. Customer Reference.** Snowflake may identify Customer as its customer to other Snowflake customers or prospective customers, including for purposes of facilitating Customer-controlled data sharing hereunder. Without limiting the foregoing, Snowflake may use and display Customer's name, logo, trademarks, and service marks on Snowflake's website and in Snowflake's marketing materials in connection with identifying Customer as a customer of Snowflake. Upon Customer's written request, Snowflake will promptly remove any such marks from Snowflake's website and, to the extent commercially feasible, Snowflake's marketing materials.

**5. CONFIDENTIALITY.** Each party (as "Receiving Party") will 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: (a) not use any Confidential Information of the other party (the "Disclosing Party") for any purpose outside the scope of this Agreement; and (b) except as otherwise authorized by the Disclosing Party in writing, 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 this Agreement and who are bound by obligations of confidentiality 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 Receiving Party is required by law, regulation, court order or, in the case of Snowflake, to comply with, maintain or uphold its authorizations and certifications, including, without limitation, its U.S. government authorizations, to disclose Confidential Information, then Receiving Party shall, to the extent permitted, provide Disclosing Party with advance written notice and cooperate in any effort to obtain confidential treatment of the Confidential Information, including, without limitation, the opportunity to seek appropriate administrative or judicial relief. If the Receiving Party is a governmental entity and reasonably determines that it is required to disclose or otherwise release Snowflake Confidential Information pursuant to applicable freedom of information laws or regulations, including, for example, the U.S. Freedom of Information Act, 5 U.S.C. 552, then Snowflake shall have the opportunity 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.

## 6. FEES AND PAYMENT; TAXES; PAYMENT DISPUTES

**6.1. Fees and Payment.** All Fees and payment terms are as set forth in the applicable Order Form. Except as expressly set forth in this Agreement and to the extent permitted by law, all payment obligations are non-cancelable, and Fees are non-refundable. If Customer issues a purchase order upon entering into an Order Form, then: (a) any such purchase order submitted by Customer is for its internal purposes only, and Snowflake rejects, and in the future is deemed to have rejected, any purchase order terms to the extent they add to or conflict in any way with this Agreement or the applicable Order Form and such additional or conflicting terms will have no effect; (b) it shall be without limitation to Snowflake's right to collect Fees owing hereunder; (c) it shall be for the total Fees owing under the applicable Order Form; and



(d) on request, Snowflake will reference the purchase order number on its invoices (solely for administrative convenience), so long as Customer provides the purchase order reasonably in advance of the invoice date. Snowflake will invoice Customer using the billing contact information set forth in the applicable Order Form or as updated by Customer in the Service. In the event Customer prefers to use any other billing platform for invoicing and payment hereunder, the parties will reasonably work together to facilitate the same, provided that such platform is: (a) able to accommodate the services payable hereunder; and (b) operational without cost to Snowflake (i.e., use of such platform is either without out-of-pocket cost to Snowflake, including for any related set-up fees, or Customer promptly reimburses or otherwise credits Snowflake for any such additional costs or fees).

**6.2. Taxes.** Fees do not include Taxes. Customer is responsible for paying all Taxes associated with its purchases hereunder including without limitation all use or access of the Snowflake Offerings by its Users. If Snowflake has the legal obligation to pay or collect Taxes for which Customer is responsible under this section, Snowflake will invoice Customer and Customer will pay that amount unless Customer provides Snowflake with a valid tax exemption certificate authorized by the appropriate taxing authority. Taxes will not be deducted from payments to Snowflake, except as required by applicable law, in which case Customer will increase the amount payable as necessary so that, after making all required deductions and withholdings, Snowflake receives and retains (free from any liability for Taxes) an amount equal to the amount it would have received had no such deductions or withholdings been made. Upon Snowflake's request, Customer will provide to Snowflake its proof of withholding tax remittance to the respective tax authority. Where applicable, Customer will provide its VAT/GST Registration Number(s) on the Order Form to confirm the business use of the purchased services.

**6.3. Payment Disputes.** Snowflake will not exercise its rights under Section 7.2 (Termination for Cause) or Section 7.5(a) (Suspension of the Snowflake Offerings) with respect to non-payment by Customer if Customer is disputing the applicable charges reasonably and in good faith and is cooperating diligently to resolve the dispute. If the parties are unable to resolve such a dispute within thirty (30) days, each party shall have the right to seek any remedies it may have under this Agreement, at law or in equity, irrespective of any terms that would limit remedies on account of a dispute. For clarity, any undisputed amounts must be paid in full.

***If Customer is the U.S. Government, unresolved payment disputes will be handled in accordance with the Disputes clause in Section 13.3.***

## **7. TERM AND TERMINATION**

**7.1. Term.** This Agreement is effective as of the Effective Date and will remain in effect until terminated in accordance with its terms. If there is no Order Form currently in effect, either party may terminate this Agreement upon written notice to the other party. Each Order Form will terminate upon expiration of the applicable Subscription Term, unless expressly stated otherwise therein or in this Agreement.

**7.2. Termination for Cause.** Either party may terminate this Agreement (including all related Order Forms) if the other party: (a) fails to cure any material breach of this Agreement (including a failure to pay Fees) within thirty (30) days after written notice (without limiting Section 6.3 (Payment Disputes)); (b) ceases operation without a successor; or (c) seeks protection under any bankruptcy, receivership, trust deed, creditors' arrangement, composition, or comparable proceeding, or if any such proceeding is instituted against that party and is not dismissed within sixty (60) days (to the extent such termination is not prohibited by law). Except where an exclusive remedy is specified, the exercise by either party of any remedy under this Agreement, including termination, will be without prejudice to any other remedies it may have under this Agreement, by law or otherwise. For any termination of this Agreement by Customer for cause in accordance with Section 7.2(a), Customer shall be entitled to a refund of any prepaid unused Fees for the Service purchased hereunder.

**7.3. Effect of Termination; Customer Data Retrieval.** Upon written notice to Snowflake, Customer will have up to thirty (30) calendar days from termination or expiration of this Agreement to access the Service solely to the extent necessary to retrieve Customer Data ("Retrieval Right"). If Customer exercises its Retrieval Right, this Agreement and the applicable Order Form shall continue in full force and effect for the duration of the Retrieval Right. Snowflake shall have no further obligation to make Customer Data available after the latter of: (a) the effective date of termination of this Agreement, or (b) the Retrieval Right period, if applicable, and thereafter Snowflake shall promptly delete the Customer Data. After the Retrieval Right period, Customer will have no further access to Customer Data and shall cease use of and access to the Snowflake Offerings (including any related Snowflake Technology) and delete all copies of Client Software, Documentation, any associated passwords or access codes, and any other Snowflake Confidential Information in its possession.

**7.4. Survival.** The following sections will survive any expiration or termination of this Agreement: 1.4 (General Restrictions), 4 (Intellectual Property), 5 (Confidentiality), 6.1 (Fees and Payment), 6.2 (Taxes), 7 (Term and Termination), 8.3 (Warranty Disclaimer), 11 (Indemnification), 12 (Limitation of Remedies and Damages), 13 (General Terms), and 14 (Definitions).

**7.5. Suspension of the Snowflake Offerings.** In addition to any of its other rights or remedies (including, without limitation, any termination rights) set forth in this Agreement, Snowflake reserves the right to suspend provision of the Snowflake Offerings: (a) if any Fees are thirty (30) days or more overdue (and are not otherwise subject to Section 6.3 (Payment Disputes)); (b) if Snowflake deems such suspension necessary as a result of Customer's breach of Sections 1.4 (General Restrictions) or 2.2 (Use Obligations); (c) if Snowflake reasonably determines suspension is necessary to avoid material harm to Snowflake or its customers, including if the Service is experiencing denial of service attacks, mail flooding, or other attacks or disruptions outside of Snowflake's control; or (d) as required by law or at the request of governmental entities.

## **8. WARRANTY**

**8.1. Service Warranty.** Snowflake warrants that: (a) the Service will operate in substantial conformity with the applicable Documentation, and (b) Technical Services and Deliverables will be provided in a professional and workmanlike manner and substantially in accordance with the specifications in the applicable SOW. If Snowflake is not able to correct any reported non-conformity with this warranty, either party may terminate the applicable Order Form or SOW (as applicable), and Customer, as its sole remedy, will be entitled to receive a refund of any unused prepaid Fees for the applicable Service or Technical Services purchased thereunder. This warranty will not apply if the error or non-conformance was caused by: (i) Customer's misuse of the Service or Deliverables; (ii) modifications to the Service or Deliverables by Customer or any third-party; (iii) External Offerings; or (iv) any services or hardware of Customer or any of its third-parties used by Customer in connection with the Service or Deliverables. For Technical Services and Deliverables, this warranty will not apply unless Customer provides written notice



of a claim within thirty (30) days after expiration of the applicable SOW.

**8.2. Mutual Warranty.** Each party warrants that it has validly entered into this Agreement and has the legal power to do so.

**8.3. Warranty Disclaimer.** TO THE EXTENT PERMITTED BY LAW AND EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, EACH SNOWFLAKE OFFERING, THE CLIENT SOFTWARE AND SAMPLE DATA ARE PROVIDED "AS IS," AND SNOWFLAKE MAKES NO OTHER WARRANTIES, EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY, TITLE, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT. SNOWFLAKE DOES NOT WARRANT THAT THE USE OF ANY SNOWFLAKE OFFERINGS WILL BE UNINTERRUPTED OR ERROR-FREE, NOR DOES SNOWFLAKE WARRANT THAT IT WILL REVIEW THE CUSTOMER DATA FOR ACCURACY.

**9. SUPPORT AND AVAILABILITY.** During a Subscription Term, Snowflake will provide Customer the level of support for the Service set forth in the applicable Order Form, in accordance with the Support Policy.

## **10. TECHNICAL SERVICES**

**10.1. Provision of Technical Services.** Snowflake will perform the Technical Services for Customer as set forth in each applicable SOW, subject to the terms and conditions of this Agreement.

**10.2. Assistance.** Customer acknowledges that timely access to applicable Customer Materials, resources, personnel, equipment, or facilities is necessary for the provision of Technical Services. Customer agrees to provide such access and to reasonably cooperate with Snowflake during a Technical Services project. Snowflake will have no liability for any delay or deficiency to the extent resulting from Customer's breach of its obligations under this Section 10.

**10.3. Customer Materials.** Customer hereby grants Snowflake a limited right to use any Customer Materials solely for the purpose of providing Technical Services to Customer. Customer will retain any of its rights (including all intellectual property rights) in and to the Customer Materials. Customer Materials comprising Confidential Information will be subject to Section 5 (Confidentiality). Customer warrants that Customer has and will have sufficient rights in the Customer Materials to grant the rights to Snowflake under this Agreement and that the Customer Materials will not violate any third-party rights.

**10.4. Access to Customer Data under an SOW** With respect to access to any Customer Data under an SOW, Customer is solely responsible for ensuring that both the duration and scope of access is strictly limited to the access required under the specific SOW. Customer agrees that it will not grant Snowflake access to Customer Data unless specifically required and noted in an SOW, and Customer will grant any such access only during the term of the applicable Technical Services project. Unless otherwise specified in an SOW, Customer must ensure that: (a) any access to Customer Data that it grants is limited to read-only access in Customer's development environment for the Service (and Customer will not grant access to any other environment, such as its test, production or disaster recovery); and (b) Customer will not grant access to any Customer Data that is unencrypted or contains sensitive data, including without limitation, any personal data, credit card or other financial account information, or protected health information. Unless otherwise specified in an SOW, to the extent access to Customer Data is granted, Customer will provide Snowflake with: (i) secure Customer workstations and networks for accessing Customer Data that are monitored, managed, configured, supported, and maintained by Customer, and (ii) unique user ID/passwords to each Snowflake resource that requires access to Customer Data, and these credentials will be solely managed by Customer.

**10.5. License to Deliverables.** The Technical Services Snowflake performs (e.g., providing guidance on configuring the Service) and the resulting Deliverables are generally applicable to Snowflake's business and are part of Snowflake Technology. Subject to the terms and conditions of this Agreement (including the restrictions in Section 1.4 (General Restrictions)), Snowflake hereby grants Customer a limited, non-exclusive, royalty-free, non-transferable worldwide license to use the Deliverables internally solely in connection with such Customer's use of the Service during the period in which such Customer has valid access to the Service. The parties may mutually agree to SOWs with additional terms and restrictions related to the use of Deliverables provided as part of that project, in which case those terms and restrictions will also apply for purposes of those Deliverables only.

**10.6. Change Orders; Other Terms.** Customer may submit written requests to Snowflake to change the scope of Technical Services under an existing SOW. Snowflake will promptly notify Customer if it believes that the requested change requires an adjustment to the fees, schedule, assumptions, or scope for the performance of the Technical Services. Neither party is bound by changes to an SOW unless the parties have entered into a Change Order with respect thereto. Snowflake may use subcontractors to deliver Technical Services but will remain responsible for their performance of those Technical Services under the applicable terms and conditions of this Agreement. For clarity, Customer will be responsible for any consumption and other fees for the Service that are generated as part of the Technical Services.

## **11. INDEMNIFICATION**

**11.1. Indemnification by Snowflake.** Snowflake will defend Customer against any claim by a third party alleging that the Service or any Deliverable, when used in accordance with this Agreement, infringes any intellectual property right of such third party and will indemnify and hold harmless Customer from and against any damages and costs awarded against Customer or agreed in settlement by Snowflake (including reasonable attorneys' fees) resulting from such claim. If Customer's use of the Service or Deliverable results (or in Snowflake's opinion is likely to result) in an infringement claim, Snowflake may either: (a) substitute functionally similar products or services; (b) procure for Customer the right to continue using the Service or Deliverable; or if (a) and (b) are not commercially reasonable, (c) terminate this Agreement, or the applicable Order Form or SOW, and refund to Customer any prepaid unused Fees for the applicable Service or Deliverable. The foregoing indemnification obligation of Snowflake will not apply to the extent the applicable claim is attributable to: (i) the modification of the Service or Deliverable by any party other than Snowflake or based on Customer's specifications or requirements; (ii) the combination of the Service or Deliverable with products or processes not provided by Snowflake; (iii) any use of the Service or Deliverables in non-conformity with this Agreement; or (iv) any action arising as a result of Customer Data, or any deliverables or components not provided by Snowflake. This section sets forth Customer's sole remedy with respect to any claim of intellectual property infringement.

**Where the Customer is the U.S. Government and written approval of the Attorney General is required for the Government to accept**



the procedures set forth in Section 11.3, Snowflake will, upon such approval, defend, indemnify, and hold harmless the Customer as set forth under this Section.

**11.2. Indemnification by Customer.** Customer will defend Snowflake against any claim by a third party arising from or relating to any Customer Data, Customer Materials or any Customer-offered product or service used in connection with the Service and will indemnify and hold harmless Snowflake from and against any damages and costs awarded against Snowflake or agreed in settlement by Customer (including reasonable attorneys' fees) resulting from such claim.

***If Customer is the U.S. Government, then to the extent that any indemnity or limitation of liability obligation set forth in this Section 11 or in any document referenced herein and/or appended hereto, is deemed unlawful, it shall not apply. In lieu of such Customer indemnity obligation(s), Customer hereby agrees to provide a warranty of the subject matter covered in such applicable indemnity section. Specifically, without limitation, Customer agrees that it is solely responsible for all risks arising from or relating to any Customer Data, Customer Materials or any Customer-offered product or service used in connection with the Service, and hereby represents and warrants that any Customer Data, Customer Materials or any Customer-offered product or service used in connection with the Service will not violate this Agreement or applicable law, infringe or misappropriate any third-party rights, or cause harm to any third party or Snowflake.***

**11.3. Procedures.** In the event of a potential indemnity obligation under Section 11, the indemnified party will: (a) promptly notify the indemnifying party in writing of the claim; (b) 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 (c) 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 11 shall not relieve the indemnifying party of its obligations under Section 11. However, the indemnifying party shall not be liable for any litigation expenses the indemnified party incurred before such notice was 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 this section. 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 11 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.

**12. LIMITATION OF REMEDIES AND DAMAGES.** EXCEPT AS TO "EXCLUDED CLAIMS," TO THE MAXIMUM EXTENT PERMITTED BY LAW, AND NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT:

- (A) NEITHER PARTY NOR ITS AFFILIATES SHALL BE LIABLE TO THE OTHER PARTY OR ITS AFFILIATES 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;
- (B) SUBJECT TO SUBSECTION (C) BELOW, EACH PARTY'S AND ITS AFFILIATES' TOTAL LIABILITY TO THE OTHER PARTY AND ITS AFFILIATES FOR ALL CLAIMS IN THE AGGREGATE (FOR DAMAGES OR LIABILITY OF ANY TYPE), SHALL NOT EXCEED THE AMOUNT ACTUALLY PAID OR PAYABLE TO SNOWFLAKE IN THE PRIOR TWELVE (12) MONTHS UNDER THE APPLICABLE ORDER FORM(S) OR SOW TO WHICH SUCH LIABILITY RELATES ("**GENERAL LIABILITY CAP**");
- (C) IN THE CASE OF "DATA PROTECTION CLAIMS," EACH PARTY'S AND ITS AFFILIATES' TOTAL LIABILITY TO THE OTHER PARTY AND ITS AFFILIATES FOR ALL CLAIMS IN THE AGGREGATE (FOR DAMAGES OR LIABILITY OF ANY TYPE) SHALL NOT EXCEED TWO TIMES (2X) THE AMOUNT ACTUALLY PAID OR PAYABLE TO SNOWFLAKE IN THE PRIOR TWELVE (12) MONTHS UNDER THE APPLICABLE ORDER FORM(S) OR SOW TO WHICH SUCH LIABILITY RELATES ("**DATA PROTECTION CLAIMS CAP**");
- (D) IN NO EVENT SHALL EITHER PARTY (OR ITS RESPECTIVE AFFILIATES) BE LIABLE FOR THE SAME EVENT UNDER BOTH THE GENERAL LIABILITY CAP AND THE DATA PROTECTION CLAIMS CAP. SIMILARLY, THOSE CAPS SHALL NOT BE CUMULATIVE; IF A PARTY (AND/OR ITS AFFILIATES) HAS ONE OR MORE CLAIMS SUBJECT TO THE "GENERAL LIABILITY CAP" AND THE "DATA PROTECTION CLAIMS CAP," THE MAXIMUM TOTAL LIABILITY FOR ALL CLAIMS IN THE AGGREGATE SHALL NOT EXCEED THE "DATA PROTECTION CLAIMS CAP";
- (E) THE PARTIES AGREE THAT SECTION 12 WILL APPLY REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE AND WILL APPLY EVEN IF ANY LIMITED REMEDY SPECIFIED IN THIS AGREEMENT IS FOUND TO HAVE FAILED OF ITS ESSENTIAL PURPOSE; AND
- (F) THE APPLICABLE MONETARY CAPS SET FORTH IN SECTION 12 SHALL APPLY, ON AN AGGREGATE BASIS, ACROSS THIS AGREEMENT AND ANY AND ALL SEPARATE AGREEMENT(S) GOVERNING USE OF THE "SNOWFLAKE OFFERINGS" ENTERED INTO BETWEEN SNOWFLAKE AND ANY CUSTOMER "AFFILIATES" INCLUDING WITHOUT LIMITATION, AS CONTEMPLATED BY SECTION 1.2 (AFFILIATES).

### **13. GENERAL TERMS**

**13.1. Assignment.** To the extent permitted by law, this Agreement will bind and inure to the benefit of each party's permitted successors and assigns. Neither party may assign this Agreement without the advance written consent of the other party, except that either party may assign this Agreement to the extent permitted by law in its entirety in connection with a merger, reorganization, acquisition, or other transfer of all or substantially all of such party's assets or voting securities to such party's successor, and Snowflake may assign this Agreement in its entirety to any Authorized Snowflake Affiliate. Each party shall promptly provide notice of any such assignment. Any attempt to transfer or assign this Agreement except as expressly authorized under this section will be null and void.

**13.2. Severability; Interpretation; Conflicts.** If a court of competent jurisdiction holds any provision of this Agreement to be unenforceable or invalid, that provision will be limited to the minimum extent necessary so that this Agreement will otherwise remain in effect. Section



headings are inserted for convenience only and shall not affect interpretation of this Agreement. Except for the Acceptable Use Policy, the DPA, the Offering-Specific Terms, the Security Addendum and the Support Policy, each of which shall govern solely with respect to the subject matter therein, this Agreement governs and controls in the event of a conflict with any other ancillary documents or provisions applicable to the Snowflake Offerings unless otherwise expressly agreed in writing by the parties.

**13.3. Dispute Resolution.** Each party agrees that before it seeks any form of legal relief (except for a provisional remedy as explicitly set forth below) it shall provide written notice to the other party of the specific issue(s) in dispute (and reference the relevant provisions of the contract between the parties which are allegedly being breached). Within thirty (30) days after such notice, knowledgeable executives of the parties shall hold at least one meeting (in person or by video- or tele-conference) for the purpose of attempting in good faith, to resolve the dispute. The parties agree to maintain the confidential nature of all disputes and disagreements between them, including, but not limited to, informal negotiations, mediation or arbitration, except as may be necessary to prepare for or conduct these dispute resolution procedures or unless otherwise required by law or judicial decision. The dispute resolution procedures in this section shall not apply to claims subject to indemnification under Section 11 (Indemnification) or prior to a party seeking a provisional remedy related to claims of misappropriation or ownership of intellectual property, trade secrets or Confidential Information.

***Where the Customer is the U.S. Government, and the parties fail to reach agreement on any request for equitable adjustment, claim, appeal, or action arising under or relating to this Agreement, the dispute shall be in accordance with applicable law.***

**13.4. Governing Law; Jurisdiction and Venue; Snowflake Affiliate.** Except as otherwise set forth below, this Agreement will be governed by the laws of the State of Delaware and the United States without regard to conflicts of law provisions thereof, and without regard to the United Nations Convention on Contracts for the International Sale of Goods; and the jurisdiction and venue for actions related to the subject matter hereof will be the state and federal courts located in New Castle County, Delaware, and both parties hereby submit to the personal jurisdiction of such courts. While the Snowflake entity contracting with Customer or the Customer Affiliate remains fully liable and responsible for all Snowflake obligations under this Agreement, the parties acknowledge that certain obligations under this Agreement may be fulfilled by other Authorized Snowflake's Affiliates, including, but not limited to, Snowflake Inc.

***If Customer is the U.S. Federal Government or an agency thereof, this Agreement will be governed by the federal laws of the United States and jurisdiction and venue for actions related to the subject matter hereof will be the United States federal courts. If the Customer is a U.S. State Government or an agency thereof, this Agreement will be governed by the laws of that State.***

**13.5. Notice.** Any notice or communication required or permitted under this Agreement will be in writing to the parties at the addresses set forth in this Agreement or at such other address as may be given in writing by either party to the other in accordance with this section and will be deemed to have been received by the addressee upon: (a) personal delivery; (b) the second business day after being mailed or couriered; or (c) the day of sending by email, except for notices of breach (other than for non-payment) or an indemnifiable claim, which for clarity must be made by mail or courier. Email notifications to Snowflake shall be to [legalnotices@snowflake.com](mailto:legalnotices@snowflake.com).

**13.6. Amendments; Waivers.** No supplement, modification, or amendment of this Agreement will be binding, unless executed in writing by a duly authorized representative of each party to this Agreement, except as expressly set forth herein. No waiver will be implied from conduct or failure to enforce or exercise rights under this Agreement, 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. No terms or conditions stated in a Customer purchase order, vendor onboarding process or web portal, or any other Customer order documentation (excluding Order Forms) shall be incorporated into or form any part of this Agreement, and all such terms or conditions shall be null and void, notwithstanding any language to the contrary therein, whether signed before or after this Agreement.

**13.7. Entire Agreement.** This Agreement is the complete and exclusive statement of the mutual understanding of the parties and supersedes and cancels all previous written and oral agreements and communications relating to the subject matter of this Agreement. Notwithstanding the foregoing, Optional Offerings may be made available for Customer's use in its sole discretion. Snowflake may change and update the Service (in which case Snowflake may update the applicable Documentation accordingly), subject to the warranty in Section 8.1 (Service Warranty). For clarity, all URL terms expressly referenced herein include any updates made thereto, as posted to <https://www.snowflake.com/legal-gov> or a successor website designated by Snowflake.

**13.8. Third-Party Beneficiaries.** There are no third-party beneficiaries under this Agreement, except to the extent expressly stated in this Agreement.

**13.9. Force Majeure.** Neither party will be liable to the other for any delay or failure to perform any obligation under this Agreement (except for a failure to pay Fees) if the delay or failure results from any cause beyond such party's reasonable control, including but not limited to 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.

**13.10. Independent Contractors.** The parties to this Agreement are independent contractors. 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, but not limited to, health, life or disability insurance, offered by the other party to its employees.

**13.11. Export Control.** Each party agrees to comply with all export and import laws and regulations, including without limitation, those of the United States applicable to such party in connection with its respective provision or use of the Service under this Agreement. Without limiting the foregoing, Customer represents and warrants that it: (a) is not listed on, or majority-owned by any entity listed on, any 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 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 Service in violation of any U.S. export embargo, prohibition or restriction; and (d) will not submit to the Service any information that is controlled under the U.S. International Traffic in Arms Regulations.



### 13.12. U.S. Government Terms.

**(a) Federal Government End Use Provisions.** To the extent Customer is an agency of or otherwise represents the United States federal government, (i) it hereby agrees that the Service qualifies as a “commercial product” as defined by FAR Part 2.101 or the state law corollary, and (ii) Snowflake provides the Snowflake Offerings, including all related software and, to the extent applicable the Snowflake Technology, for ultimate federal government end use solely in accordance with the following: Government technical data and software rights related to the Snowflake Offerings include only those rights customarily provided to the public as defined in this Agreement. This customary commercial license is provided in accordance with the United States Federal Acquisition Regulation (“FAR”) section 12.211 (Technical Data) and FAR section 12.212 (Software) and, for Department of Defense transactions, the United States Defense Federal Acquisition Regulation Supplement (“DFARS”) section 252.227-7015 (Technical Data Commercial Items) and DFARS section 227.7202-3 (Rights in Commercial Computer Software or Computer Software Documentation). If a government agency has a need for rights not granted under these terms, it must negotiate with Snowflake to determine if there are acceptable terms for granting those rights, and a mutually acceptable written addendum specifically granting those rights must be included in any applicable agreement.

**(b) U.S. SnowGov Region Terms.** Snowflake makes available certain deployments for use by U.S. government customers and for customers who have workloads that are subject to the United States Traffic in Arms Regulations or other U.S. government workload compliance requirements, as set forth in the Documentation (“**U.S. SnowGov Region**”). If Customer elects to use the Service in the U.S. SnowGov Region, Customer’s use of and access to the Service in such U.S. SnowGov Region is subject to the additional U.S. SnowGov Region Terms of Service available at <https://www.snowflake.com/legal-gov>.

**(c) U.S. Government Commercial Compliance Addendum.** Snowflake makes available certain deployments outside of the U.S. SnowGov Region that support Customer’s compliance with certain U.S. government workload compliance requirements, as set forth in the Documentation at <https://docs.snowflake.com/en/user-guide/intro-regions.html> (the “**U.S. Government-Authorized Commercial Regions**”). If Customer elects to use the Service in any such U.S. Government-Authorized Commercial Regions, Customer’s use of and access to the Service in such U.S. Government-Authorized Commercial Regions is subject to the additional U.S. Government Commercial Compliance Addendum available at <https://www.snowflake.com/legal-gov>.

**13.13. Execution.** The parties may execute any document hereunder in counterparts, each of which will be deemed an original and all of which together will be considered one and the same agreement. The parties will be bound by signatures made by hand or electronic means, which may be transmitted to the other party by mail, hand delivery, email and/or any electronic method and will have the same binding effect as any original ink signature.

### 14. DEFINITIONS

“**Acceptable Use Policy**” or “**AUP**” means Snowflake’s acceptable use policy, made available at <https://www.snowflake.com/legal/>.

“**Account**” means Customer’s account in the applicable Service in which Customer stores and processes Customer Data.

“**Affiliate**” means an entity that, directly or indirectly, owns or controls, is owned or is controlled by, or is under common ownership or control with a party. As used in this definition, “control” means the power to direct the 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.

“**Authorized Snowflake Affiliate**” means a Snowflake Affiliate identified as an “Authorized Snowflake Affiliate” under “Snowflake Sub-Processors and Affiliates” at <https://www.snowflake.com/legal/>.

“**BAA**” means a business associate agreement governing the parties’ respective obligations with respect to any HIPAA Data processed by Customer in the Service in accordance with the terms of this Agreement.

“**Change Order**” means a change order or amendment to an SOW that is agreed to and signed in writing by both parties with respect to any Technical Services to be performed hereunder.

“**Client Software**” is any desktop client software that is made available to Customer by Snowflake for installation on Users’ computers to be used in connection with the applicable Service.

“**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 the circumstances surrounding the disclosure. All Customer Data will be deemed Confidential Information of Customer without any marking or further designation. All Snowflake Technology and the terms and conditions of this Agreement will be deemed Confidential Information of Snowflake without any marking or further designation. Confidential Information shall not, however, include information that the Receiving Party can demonstrate: (a) was rightfully in its possession or known to it prior to receipt of the Confidential Information; (b) is or has become public knowledge through no fault of the Receiving Party; (c) is rightfully obtained by the Receiving Party from a third party without breach of any confidentiality obligation; or (d) is independently developed by employees of the Receiving Party.

“**Contractor**” means Customer’s and its Affiliates’ independent contractors and consultants.

“**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 Service.

“**Customer Materials**” means any materials provided to Snowflake in connection with Technical Services.

“**Data Protection Claims**” means any claims arising from a party’s breach of Section 2.3 (Data Privacy), Section 3 (Security), Section 5 (Confidentiality) and/or the BAA (if any), where such breach results in the unauthorized disclosure of Customer Data, or breach of Section 2.2 (Use Obligations).

“**Data Protection Claims Cap**” is defined in Section 12 (Limitation of Remedies and Damages).

“**Deliverables**” means the guides, code (including SQL queries) or other deliverables that Snowflake provides to Customer in connection with Technical Services but excludes any compilers, assemblers, interpreters or similar tools Snowflake may use to develop Deliverables.



“**Disclosing Party**” is defined in Section 5 (Confidentiality).

“**Documentation**” means Snowflake’s technical documentation and usage guides expressly designated by Snowflake as applicable to the Service at <https://docs.snowflake.net>.

“**DPA**” means the Customer Data Processing Addendum, made available at <https://www.snowflake.com/legal/>.

“**Excluded Claims**” means obligations or claims based on: (a) a party’s breach of its obligations in Section 5 (Confidentiality) (but excluding obligations and claims relating to Customer Data); (b) either party’s express obligations under Section 11 (Indemnification); and/or (c) liability which, by law, cannot be limited (e.g., tort claims for gross negligence and intentional misconduct).

“**External Offerings**” means separate or third-party data, databases, services, offerings or applications that are independent from, but interoperate with the Service, and may be procured or used by Customer. For clarity, External Offerings are subject to separate terms, and Snowflake has no liability with respect thereto under this Agreement.

“**FAR**”, “**DFARS**” and “**U.S. SnowGov Region**” are respectively as defined in Section 13.12 (U.S. Government Terms).

“**Fees**” means the fees payable by Customer to Snowflake for the applicable Snowflake Offerings. For Technical Services, the applicable Fees are as set forth in the relevant SOW, and “Fees” also includes travel, lodging, meal and other expenses incurred in the course of providing Technical Services, but only if the applicable SOW specifies that expenses are reimbursable.

“**General Liability Cap**” is defined in Section 12 (Limitation of Remedies and Damages).

“**HIPAA**” means the Health Insurance Portability and Accountability Act, as amended and supplemented.

“**HIPAA Data**” means any patient, medical or other protected health information regulated by HIPAA or any similar U.S. federal or state laws, rules or regulations.

“**Offering-Specific Terms**” means the Offering-Specific Terms located at <https://www.snowflake.com/legal> that supplement this Agreement (e.g., Customer-controlled data sharing, Previews), or form an independent agreement (e.g., External Offerings), as indicated in the applicable Offering-Specific Terms.

“**Optional Offerings**” means optional features, functionality, or other offerings that Customer may use in connection with or as part of the Service, subject to the applicable Offering-Specific Terms.

“**Order Form**” means the Snowflake ordering document (and/or SOW, if applicable) governed by this Agreement that is signed by Snowflake and Customer and which specifies the Snowflake Offerings procured by Customer.

“**Preview(s)**” means products, features, services, software, regions or cloud providers that Snowflake does not yet make generally available, e.g., those that are labeled as “**private preview**,” “**public preview**,” “**pre-release**” or “**beta**.”

“**Receiving Party**” is defined in Section 5 (Confidentiality).

“**Retrieval Right**” is defined in Section 7.3 (Effect of Termination; Customer Data Retrieval).

“**Sample Data**” means any data (including from third-party sources) provided or made available to Customer by Snowflake solely for Customer’s internal testing, evaluation, and other non-production use of the Service during the Subscription Term, which Snowflake may delete or require Customer to cease using at any time upon advance notice.

“**Security Addendum**” means the Snowflake Security Addendum, made available at <https://www.snowflake.com/legal/>.

“**Service**” means the generally available software-as-a-service offering hosted by or on behalf of Snowflake and ordered by Customer as set forth in an Order Form.

“**Snowflake**” means Snowflake Inc. or an Authorized Snowflake Affiliate which executes an Order Form that is governed by this Agreement.

“**Snowflake Offering(s)**” means the Service, Technical Services (including any Deliverables), and any support and other ancillary services (including, without limitation, services to prevent or address service or technical problems) provided by Snowflake.

“**Snowflake Technology**” means the Service, Documentation, Client Software, Deliverables, and any and all related and underlying technology and documentation in any Snowflake Offerings; and any derivative works, modifications, or improvements of any of the foregoing.

“**SOW**” or “**Statement of Work**” means a statement of work mutually agreed by Customer and Snowflake for the provision of Technical Services and that is governed by this Agreement.

“**Subscription Term**” means the period of time during which Customer is authorized to access the relevant Snowflake Offering(s), as specified in the applicable Order Form.

“**Support Policy**” means the Snowflake Support Policy and Service Level Agreement made available at <https://www.snowflake.com/legal/>.

“**Taxes**” means taxes, levies, duties or similar governmental assessments of any nature, including, for example, any sales, use, GST, value-added, withholding, or similar taxes, whether domestic or foreign, or assessed by any jurisdiction, but excluding any taxes based on net income, property, or employees of Snowflake.

“**Technical Services**” means the consulting, configuration or other professional services provided by Snowflake to Customer under an Order Form or Statement of Work.

“**U.S. Government**” means an agency of the federal government of the United States of America, or any government of any state thereunder. If the Customer is a state government or an agency of a state government, then references to federal law or regulations shall be replaced with a reference to the corresponding state law or regulation if such exists.

“**U.S. Government-Authorized Commercial Regions**” is defined in Section 13.12 (U.S. Government Terms).

“**U.S. SnowGov Region**” is defined in Section 13.12 (U.S. Government Terms).

“**Usage Data**” means usage and operations data in connection with the Customer’s use of the Service, including query logs and metadata (e.g., object definitions and properties).





**“User”** means the persons designated and granted access to the Service by or on behalf of Customer, including, as applicable, any of its and its Affiliates’ Contractors.

**“VAT/GST Registration Number”** means the value added tax/GST registration number of the business location(s) where Customer is legally registered and the ordered services are used for business use.

Last Updated: March 28, 2024