



**SNOWFLAKE EVALUATION TERMS OF SERVICE  
U.S. PUBLIC SECTOR**

THESE SNOWFLAKE EVALUATION 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 Evaluation Terms of Service (“**Agreement**”) are entered into by and between Snowflake (as defined below) 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 a 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 evaluation of any Snowflake Offerings commencing on the Effective Date, as well as any future evaluations of any Snowflake Offerings by Customer 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 Evaluation Period 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 an Evaluation Period 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 Evaluation Period 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 Evaluation Period 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. 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.
- 1.3. Sample Data; Third-Party Applications.** Snowflake may make Sample Data available for Customer. Customer acknowledges that Sample Data is example data only, which may not be complete, current, or accurate. Customer will not (and will not permit any third party to) copy or export any Sample Data and agrees that Snowflake may delete or require Customer to cease using Sample Data at any time upon advance notice. Snowflake may also provide URL links or interconnectivity within the Service to facilitate Customer’s use of Third-Party Applications, at Customer’s sole discretion. Notwithstanding the foregoing, any procurement or use of Third-Party Applications is solely between Customer and the applicable party, and Snowflake will have no liability for such Third-Party Applications under 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 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. Customer will defend, indemnify, and hold harmless Snowflake from and against any and all claims, costs, damages, losses, liabilities and expenses (including reasonable attorneys' fees and costs) arising from any Customer Data or breach or alleged breach by Customer of Section 2.2 (Use Obligations).

***If Customer is the U.S. Government, then to the extent that the foregoing indemnity 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.***

- b) **HIPAA Data.** Customer agrees not to 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.

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. 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

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. Snowflake may, in its sole discretion, offer Customer promotional credits or other free use of the Service. Any such credits or free use will be credited against Customer's monthly Fees. Promotional credits and any other free use of the Service have no cash value, are non-transferable and non-refundable, and expire thirty (30) days after they are issued. Customer also acknowledges and agrees that Customer's use of the Service may be limited or capped by Snowflake in its sole discretion. Snowflake may, in its sole discretion, offer Customer promotional credits or other free use of the Service. Any such credits or free use will be credited against Customer's monthly Fees. Promotional credits and any other free use of the Service have no cash value, are non-transferable and non-refundable, and expire thirty (30) days after they are issued. Customer also



acknowledges and agrees that Customer's use of the Service may be limited or capped by Snowflake in its sole discretion. 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.

## **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.

**7.2. Termination.** Either party may terminate any Order Form in accordance with its terms, and otherwise, by providing notice via email to the other party and requesting termination. If there is no Order Form or Retrieval Right currently in effect, this Agreement shall be deemed terminated and no longer in effect. Customer shall send any notice of termination to Snowflake at legalnotices@snowflake.com, and Snowflake shall send any notice of termination to the email address provided by Customer.

**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. Notwithstanding any termination or anything to the contrary in this Agreement or any Order Form, Customer shall pay for all of its use of the Snowflake Offerings.

**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 (Warranty Disclaimer), 10 (Limitation of Remedies and Damages), 11 (General Terms), and 12 (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, unless the Customer is the U.S. Government; (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 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 Technical Services.**

**9.1. Support.** During an Evaluation Period, Snowflake will make reasonable efforts to answer Customer's questions regarding use of the Service but is not obligated to provide any other support for any Snowflake Offerings.

**9.2. Technical Services.** During an Evaluation Period, Snowflake may perform Technical Services for Customer as set forth in an applicable SOW.

**10. Limitation of Remedies and Damages.** EXCEPT FOR (i) CUSTOMER'S INDEMNIFICATION OBLIGATIONS (OR WARRANTY AS APPLICABLE TO U.S. GOVERNMENT CUSTOMERS) UNDER SECTION 2.2 (USE OBLIGATIONS) AND (ii) EITHER PARTY'S OBLIGATIONS UNDER SECTION 5 (CONFIDENTIALITY) (BUT EXCLUDING OBLIGATIONS AND/OR CLAIMS RELATING TO CUSTOMER DATA), 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) 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 FIFTY THOUSAND DOLLARS (USD \$50,000);

(C) THE PARTIES AGREE THAT SECTION 10 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

(D) THE APPLICABLE MONETARY CAPS SET FORTH IN SECTION 10 SHALL APPLY, ON AN AGGREGATED BASIS, ACROSS ALL ORDER FORMS THAT ARE SUBJECT TO THIS AGREEMENT.

## 11. General Terms

11.1. 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.

11.2. 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, and the Security Addendum, 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.

11.3. 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 Affiliates, including without limitation, 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.***

11.4. 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).

11.5. 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.

11.6. 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). For clarity, all URL terms expressly referenced herein include any updates made thereto, as posted to <https://www.snowflake.com/legal> or a successor website designated by Snowflake.

11.7. There are no third-party beneficiaries under this Agreement, except to the extent expressly stated in this Agreement.

11.8. 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.

11.9. 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.

11.10. 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.

- 11.11.** 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.
- 11.12.** 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 (the “**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>.
- 11.13.** 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> (“**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>.
- 11.14.** The parties may execute any documents 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.

## 12. Definitions

“**Acceptable Use Policy**” or “**AUP**” means Snowflake’s acceptable use policy, made available at [www.snowflake.com/legal](http://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. As used in the DPA and BAA in connection with the definition of “Snowflake Group,” the term “Affiliates” shall be understood to mean “Authorized Snowflake Affiliates.”

“**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.

“**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.

“**Deliverables**” is defined in the TSA.

“**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 <http://docs.snowflake.com>.

“**DPA**” means the Customer Data Processing Addendum, made available at [www.snowflake.com/legal](http://www.snowflake.com/legal).

“**Evaluation Period**” means the subscription term indicated on the applicable Order Form.

“**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 Sections 11.11 and 11.12.



**"Fees"** means the fees payable by Customer to Snowflake for the applicable Snowflake Offerings as set forth in an Order Form or SOW.

**"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 evaluation ordering document (and/or SOW, if applicable) governed by this Agreement that is signed by Snowflake and Customer or Snowflake and partner and specifies the Snowflake Offerings being provided by Snowflake for purposes of Customer's evaluation of such services.

**"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 Evaluation Period, 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 [www.snowflake.com/legal](http://www.snowflake.com/legal).

**"Service"** means the generally available software-as-a-service offering hosted by or on behalf of Snowflake and ordered by or for 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 governed by this Agreement and the TSA that is mutually agreed by Customer and Snowflake for the provision of Technical Services.

**"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 SOW.

**"TSA"** means the Technical Services Addendum made available at <http://www.snowflake.com/legal>.

**"U.S. Government"** means an agency of the federal government of the United States of America, or any the 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.

**"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.