



## SNOWFLAKE EVALUATION TERMS OF SERVICE

BY EXECUTING THE EVALUATION ORDER FORM OR ACCESSING OR USING ANY SERVICE, 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 SERVICE. YOU AGREE THAT THIS AGREEMENT IS ENFORCEABLE LIKE ANY WRITTEN AGREEMENT SIGNED BY YOU.

IF YOU ARE USING ANY SERVICE 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

This Snowflake Evaluation Terms of Service ("**Evaluation Agreement**") is entered into by and between Snowflake Inc. with an address set forth at <https://www.snowflake.com/legal/snowflake-contracting-entities/> ("**Snowflake**") and the entity executing the Evaluation Order Form with Snowflake ("**Customer**" or "**you**"). This Evaluation Agreement consists of the terms and conditions set forth below and any attachments, addenda or exhibits referenced in this Evaluation Agreement and the Evaluation Order Form that reference this Evaluation Agreement. This Evaluation Agreement is effective as of the date which is the earlier of: (a) Customer's initial access to any Service through any online provisioning, registration or order process; and (b) Customer's execution of the Evaluation Order Form (the "**Effective Date**").

### TERMS AND CONDITIONS

- 1. Access to the Snowflake Service.** Customer may access and use the Service during the Evaluation Period, but only for its own benefit on an evaluation basis to determine whether to purchase an ongoing subscription to the Service and in accordance with the terms and conditions of this Evaluation Agreement. 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 Evaluation Agreement. Customer will ensure that all permitted Users keep their user IDs and passwords for the Service strictly confidential and will remain responsible for any and all actions taken using Customer's account. Customer will be responsible for restricting access by any User who is no longer authorized to access the Service. To the extent use of a Service requires Customer to install Client Software, Snowflake grants to Customer 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 of this Evaluation Agreement.
- 2. 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 any Service to a third party (except as expressly set forth in Section 1 with respect to Contractors and Affiliates); (b) use any Service to provide, or incorporate any Service into, any general purpose data warehousing 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 any Service, except to the extent expressly permitted by applicable law (and then only upon advance written notice to Snowflake); or (d) remove or obscure any proprietary or other notices contained in any Service.
- 3. 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 the operation of the Service as provided to Snowflake. Subject to the terms of this Evaluation Agreement, Customer hereby grants to Snowflake a non-exclusive, worldwide, royalty-free right to process the Customer Data solely to the extent necessary to provide the Service to Customer, or to prevent or address service or technical problems under this Evaluation Agreement, or as may be required by law. For this Evaluation Agreement, Snowflake does not provide an archiving service and expressly disclaims all obligations with respect to storage.
- 4. Customer Obligations.** Customer will ensure that its use of each Service and all Customer Data is at all times compliant with this Evaluation Agreement, Customer's privacy policies, and all applicable local, state, federal and international laws, regulations and conventions, including, without limitation, those related to data privacy and data transfer, international communications, and the exportation of technical or personal data. Customer is solely responsible for the accuracy, content and legality of all Customer Data. Customer represents and warrants that Customer has sufficient rights in the Customer Data to grant the rights granted to Snowflake in Section 3 and that the Customer Data does not infringe or violate the intellectual property, publicity, privacy or other rights of any third party. In addition, Customer specifically agrees not to submit to the Service any HIPAA Data. Snowflake shall have no liability under this Evaluation Agreement for HIPAA Data, notwithstanding anything to the contrary in this Evaluation Agreement or in HIPAA or any similar federal or state laws, rules or regulations. 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 out of or in connection with any claim arising from or relating to any Customer Data or breach or alleged breach by Customer of this Section.
- 5. Privacy & Security.** The parties shall comply with the DPA and the Security Addendum.
- 6. Support.** Snowflake will use reasonable efforts to answer Customer's questions regarding use of the Service, but is not obligated to provide any other support for the Service during the Evaluation Period.
- 7. 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 (i) not use any Confidential Information of the other party (the "**Disclosing Party**") for any purpose outside the scope of this Evaluation Agreement, and (ii) 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 Evaluation Agreement and who have signed confidentiality agreements with the Receiving Party containing protections not materially less protective of the Confidential Information than those herein. If Receiving Party is required by law or court order to disclose Confidential Information, then Receiving Party shall, to the extent legally permitted, provide Disclosing Party with advance written notification and cooperate in any effort to obtain confidential treatment of the Confidential Information. 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.
- 8. Intellectual Property Rights.** This is an agreement for access to and use of the Service. Customer acknowledges that it is obtaining only a limited right to the Service and that irrespective of any use of the words "purchase", "sale" or like terms in this Evaluation Agreement no ownership rights are being conveyed to Customer under this Evaluation Agreement. 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 Service, all Documentation and Client Software, and any and all related and underlying technology and documentation; and any derivative works, modifications, or improvements of any of the foregoing, including any Feedback that may be incorporated (collectively, "**Snowflake Technology**"). Except for the express limited rights set forth in this Evaluation 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 any Service, except (if applicable) for the Client Software in object code format. Notwithstanding anything to the contrary herein, Snowflake may freely use and incorporate into Snowflake's products and services any suggestions, enhancement requests, recommendations, corrections, or other feedback provided by Customer or by any users of the Services relating to Snowflake's products or services ("**Feedback**"). Notwithstanding anything to the contrary in this Evaluation Agreement, Snowflake has the right to collect and use Usage Data to develop, improve, support, and operate its products and services during and after the term of this Evaluation Agreement. "**Usage Data**," as used in this Section 8, means query logs, and any data (other than Customer Data) relating to the operation, support and/or about Customer's use of the Service.
- 9. Term and Termination.** The Evaluation Period shall end on the sooner of the end of the Evaluation Period or the consumption of the Free Usage, at Snowflake's then-current On Demand rates for the Edition and Region of the Service specified in the Evaluation Order Form, as set forth in the [Snowflake Service Consumption Table](#). At the end of the Evaluation Period (a) Customer's access to the Service will expire and Customer will have the option to purchase an ongoing subscription to the Service on mutually agreed terms; and (b) each party will return or destroy the other party's Confidential Information. Customer acknowledges that following termination it shall have no further access to any Customer Data input into the Service. Within thirty (30) days following the end of the Evaluation Period, Snowflake will delete the Customer Data. Either party may terminate this Evaluation Agreement (and the Evaluation Period) at any time for any or no reason upon written notice to the other party. Nothing herein obligates either party to enter into any further agreement with the other party. This Section 9 and Sections 4 (Customer Obligations), 7 (Confidentiality), 8 (Intellectual Property Rights), 10 (No Warranty), 11 (Limitation of Liability) and 13 (General) will survive any expiration or termination of this Evaluation Agreement.
- 10. No Warranty.** EXCEPT AS EXPRESSLY SET FORTH IN THIS EVALUATION AGREEMENT, EACH SERVICE, AND THE CLIENT SOFTWARE 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 SERVICE WILL BE UNINTERRUPTED OR ERROR-FREE, NOR DOES SNOWFLAKE WARRANT THAT IT WILL REVIEW THE CUSTOMER DATA FOR ACCURACY OR THAT IT WILL PRESERVE OR MAINTAIN THE CUSTOMER DATA WITHOUT LOSS. SNOWFLAKE SHALL NOT BE LIABLE FOR DELAYS, INTERRUPTIONS, SERVICE FAILURES OR OTHER PROBLEMS INHERENT IN USE OF THE INTERNET AND ELECTRONIC COMMUNICATIONS OR FOR ISSUES RELATED TO THIRD-PARTY HOSTING PROVIDERS WITH WHOM CUSTOMER SEPARATELY CONTRACTS. SNOWFLAKE DOES NOT MAKE ANY WARRANTIES AND SHALL HAVE NO OBLIGATIONS WITH RESPECT TO THIRD PARTY APPLICATIONS. CUSTOMER MAY HAVE OTHER STATUTORY RIGHTS, BUT THE DURATION OF STATUTORILY REQUIRED WARRANTIES, IF ANY, SHALL BE LIMITED TO THE SHORTEST PERIOD PERMITTED BY LAW.

**11. Limitation of Liability.** TO THE MAXIMUM EXTENT PERMITTED BY LAW, 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, 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. TO THE MAXIMUM EXTENT PERMITTED BY LAW, AND EXCEPT FOR CUSTOMER'S INDEMNIFICATION OBLIGATIONS UNDER SECTION 4 (CUSTOMER OBLIGATIONS) AND EITHER PARTY'S OBLIGATIONS UNDER SECTION 7 (CONFIDENTIALITY) (BUT EXCLUDING OBLIGATIONS AND/OR CLAIMS RELATING TO CUSTOMER DATA), AND NOTWITHSTANDING ANY OTHER PROVISION OF THIS EVALUATION AGREEMENT, EACH PARTY'S AND ITS AFFILIATES' ENTIRE LIABILITY TO THE OTHER PARTY OR ITS AFFILIATES (FOR DAMAGES OR LIABILITY OF ANY TYPE) SHALL NOT EXCEED FIFTY THOUSAND DOLLARS (USD \$50,000). THE PARTIES AGREE THAT THE WAIVERS AND LIMITATIONS SPECIFIED IN THIS SECTION 11 WILL SURVIVE AND APPLY REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE AND WILL SURVIVE AND APPLY EVEN IF ANY LIMITED REMEDY SPECIFIED IN THIS EVALUATION AGREEMENT IS FOUND TO HAVE FAILED OF ITS ESSENTIAL PURPOSE.

**12. Export Control.** Customer agrees to comply with all export and import laws and regulations of the United States and other applicable jurisdictions. Without limiting the foregoing, (i) Customer represents and warrants that it is not listed on any U.S. government list of prohibited or restricted parties or located in (or a national of) a country that is subject to a U.S. government embargo or that has been designated by the U.S. government as a "terrorist supporting" country, (ii) Customer will not (and will not permit any third parties to) access or use any Service in violation of any U.S. export embargo, prohibition or restriction, and (iii) Customer will not submit to any Service any information that is controlled under the U.S. International Traffic in Arms Regulations.

**13. General.** This Evaluation Agreement will be governed by the laws of the State of Delaware and the United States without regard to conflicts of laws provisions thereof, and without regard to the United Nations Convention on the International Sale of Goods. 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. The parties are independent contractors and no employment, agency, or joint venture is created hereunder. All notices, requests and other communications under this Evaluation Agreement must be in writing, and must be mailed by registered or certified mail, postage prepaid and return receipt requested, or delivered by hand to the party to whom such notice is required or permitted to be given. All amendments must be in writing and signed by both parties. Waivers must be in writing and no waivers will be implied. This Evaluation Agreement may not be assigned by Customer, and any purported assignment or amendment in violation of the foregoing will be void. Snowflake may assign this Evaluation Agreement to any affiliate or in connection with a merger, reorganization, acquisition or other transfer of all or substantially all of Snowflake's assets or voting securities. If any provision of this Evaluation Agreement is held by a court of competent jurisdiction to be unenforceable for any reason, the remaining provisions hereof will be unaffected and remain in full force and effect. This Evaluation Agreement is the final, complete and exclusive agreement between the parties relating to the subject matter hereof, and supersedes all prior or contemporaneous understandings and agreements relating to such subject matter, whether oral or written. Elements of the Service are commercial computer software. Snowflake provides the Service, 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 Service include only those rights customarily provided to the public as defined in this Evaluation Agreement. This customary commercial license is provided in accordance with FAR 12.211 (Technical Data) and FAR 12.212 (Software) and, for Department of Defense transactions, DFAR 252.227-7015 (Technical Data Commercial Items) and DFAR 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.

**14. Definitions.**

- **"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 herein, "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.
- **"Client Software,"** as used in this Evaluation Agreement, means the desktop client software made available to Customer by Snowflake that is installed on end user computers to enable upload of data to Customer's account.
- **"Confidential Information"** means all information that is identified as confidential at the time of disclosure by the Disclosing Party or should be reasonably 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 Evaluation Agreement will be deemed Confidential Information of Snowflake without any marking or further designation. Confidential Information shall not include information that the Receiving Party can demonstrate: (i) was rightfully in its possession or known to it prior to receipt of the Confidential Information; (ii) is or has become public knowledge through no fault of the Receiving Party; (iii) is rightfully obtained by the Receiving Party from a third party without breach of any confidentiality obligation; or (iv) is independently developed by employees of the Receiving Party who had no access to such information.
- **"Contractor"** means the independent contractors and consultants permitted by Customer to serve as Users of the Service.
- **"Customer Data"** means any data or data files of any type that are uploaded by or on behalf of Customer to the Service for storage in a data repository.
- **"Documentation"** means Snowflake's technical documentation and usage guides for the applicable Service made available at <https://docs.snowflake.net> or through the Service.
- **"DPA"** means the Customer Data Processing Addendum, made available at <https://www.snowflake.com/legal/>.
- **"Evaluation Order Form"** means the Snowflake ordering document executed by Customer and Snowflake which specifies the Service to be evaluated by Customer, the amount of available Free Usage and the applicable Evaluation Period.
- **"Evaluation Period"** means the evaluation period specified in the Evaluation Order Form.
- **"Free Usage"** means the amount of free usage specified in the Evaluation Order Form.
- **"HIPAA"** means the Health Insurance Portability and Accountability Act, as amended and supplemented.
- **"HIPAA Data"** means any protected health information regulated by HIPAA.
- **"Security Addendum"** means the Snowflake Security Addendum, made available at <https://www.snowflake.com/legal/>.
- **"Service"** means the Snowflake software-as-a-service offering described in the Evaluation Order Form.
- **"User"** means the persons designated and granted access to the Service by or on behalf of Customer, including its and its Affiliates' Contractors.