



Snowflake Data Sharing Rebate Credit Terms and Conditions

These Rebate Terms and Conditions supplement the terms of the agreement you have entered into with Snowflake that governs the use of the Snowflake services you purchased (e.g. Snowflake's Terms of Service or Master SaaS Terms and Conditions) ("**Customer Agreement**"). The terms of your Customer Agreement are incorporated herein by reference. In the event of a conflict between these Rebate Terms and Conditions and your Customer Agreement, these Rebate Terms and Conditions control with respect to the Rebate Program.

Participation in the Rebate Program and the opportunity to earn Data Sharing Rebate Credits are offered at the sole discretion of Snowflake and are subject to your compliance with these Rebate Terms and Conditions and your Customer Agreement. SNOWFLAKE MAY LIMIT, SUSPEND, OR TERMINATE YOUR ABILITY TO PARTICIPATE IN THE PROGRAM IN ITS SOLE AND ABSOLUTE DISCRETION, AND MAY CHANGE, SUSPEND, OR CANCEL ANY PORTION OF THE PROGRAM, INCLUDING ANY REBATE CREDITS YOU MAY HAVE EARNED THROUGH THE PROGRAM, AT ANY TIME WITH OR WITHOUT PRIOR NOTICE TO YOU.

For the purposes of these Rebate Terms and Conditions and pursuant to the Customer Agreement, the Snowflake customer sharing certain of its data sets selected by such Snowflake customer ("**Data Set(s)**") is the "**Provider**" and the Snowflake customer accessing or using Provider's Data Set(s) is the "**Consumer**."

- 1. Eligibility.** The Rebate Program is offered by Snowflake to Customers who have data sharing provisions in their existing Customer Agreements. Unless you have opted out the Rebate Program as noted above, all Customers existing prior to the effective date of these Rebate Terms and Conditions listed above who have a Customer Agreement that contains specific data sharing language that authorizes the Customer to share data are automatically enrolled in the Rebate Program.
- 2. Qualifying Data Consumption.** When you act as a Provider, you may elect to grant Consumers access Data Set(s) by following the instructions available in the Documentation. You will earn Data Sharing Rebate Credits based on queries by Consumers to such Data Set as further described in Section 3 below.

The following queries do not qualify for the Rebate Program:

- Data Set queries of Reader Accounts or Read Only Accounts (as defined in the Customer Agreement) (i.e. Accounts that enable Providers to share data with Consumers who are not already Snowflake customers, without requiring Consumers to become Snowflake customers);
- Data Set queries of or for non-production use Accounts;
- Data Set queries by Consumer Accounts that are affiliated with the Provider (e.g. Consumer Accounts owned or controlled by the Provider or by any entity that controls, is controlled by, or is under common control with the Provider); and
- Data Set queries where Snowflake cannot attribute the source of the data to the Data Set shared by the Provider (e.g. queries that only search metadata, queries with expressions, queries that do not use an Account for execution, etc.).

Snowflake reserves the right to delay, suspend, recalculate, reduce, or revoke any Data Sharing Rebate Credits that Snowflake suspects are related to non-qualified queries.

- 3. Rebate Credit Calculations.** When Consumers make qualifying queries from an Account, Providers will earn Data Sharing Rebate Credits equal to 10% of the Snowflake Credits (adjusted by the specific Edition and Region as set forth below) charged to the Consumer that are attributed to the Consumer queries of such Provider's Data Set. Data Sharing Rebate Credits will be calculated and rounded to a three-digit decimal number (e.g. x.xxx). For instance, assuming the Consumer and Provider are on the same Edition and Region of Snowflake's service, if it costs a Consumer one Snowflake Credit to query an X-Small Virtual Warehouse for one hour and the Consumer only queries the Data Set of one Provider in the X-Small Virtual Warehouse for one minute, then the Consumer would be billed 1/60th of a Snowflake Credit and the Provider would receive 0.002 Snowflake Credits (10% of the 1/60th of one Snowflake Credit, rounded to no less than a three-digit decimal number).

If a Consumer runs qualifying queries using multiple Providers' Data Sets, each Provider will receive a fractional Data Sharing Rebate Credit based on such Provider's percentage of the Data Set accessed for such queries. For example, if the Consumer and Providers are on the same Edition and Region of Snowflake's service and the Consumer runs a query on two separate Provider's Data Sets that consume 1 total Snowflake Credit, with each Provider's Data Set contributing 50% of the source for the query, then each Provider would receive 0.05 Data Sharing Rebate Credits (50% of 10% of 1 Snowflake Credit).



Because Snowflake Credits have different value depending on the Edition and Region of the Snowflake services, if the Provider and the Consumer have purchased different Editions of Snowflake's service and/or are in different Regions, then the Snowflake Credits consumed by the Consumer will be converted using the then-current list price into the same dollar-to-credit ratio as the Edition and Region used by the Provider in order to calculate the amount of Data Sharing Rebate Credits earned by the Provider. For example, if the Snowflake Credit pricing for the Consumer's Edition and Region is \$2 per 1 Snowflake Credit and the Snowflake Credit pricing for the Provider's Edition and Region is \$4 for 1 Snowflake Credit, and the Consumer's query of the Provider's Data Set consumes 4 Snowflake Credits, the 4 Snowflake Credits consumed by the Consumer will be converted to \$8, which is equal to 2 Snowflake Credits in the Provider's Edition and Region, and the Provider will receive 0.2 Data Sharing Rebate Credits (10% of 2 Snowflake Credits). If either the Provider or Consumer's Edition and/or Region changes in the middle of a monthly billing cycle, the ratio will also be re-calculated in accordance with the foregoing paragraphs.

4. Rebate Credit Terms. Data Sharing Rebate Credits that you have collected as a Provider pursuant to the Rebate Program will be automatically applied to your Account at the end of each calendar month and may only be used to reduce the number of Snowflake Credits that you have consumed in such calendar month. The Data Sharing Rebate Credits that you can collect during a calendar month is capped at the number of Snowflake Credits that you consume during such period. Data Sharing Rebate Credits do not rollover from month to month and cannot be applied to any Snowflake Credits consumed prior to or after the calendar month in which the applicable Data Sharing Rebate Credits were collected. If you change Edition and/or Region in the middle of a monthly billing cycle, all Data Sharing Rebate Credits will be converted into the dollar-to-credit ratio of the new Edition and/or Region at the time of change. Snowflakes' decisions and records regarding Rebate Credit calculations and consumption will be final and binding in all respects. The total aggregate amount of Data Sharing Rebate Credits you have accrued and consumed will be displayed on your Snowflake invoices. It is your responsibility to check your Snowflake invoices regularly to ensure that Data Sharing Rebate Credits have been properly issued and applied to your Account balance, and that your balances are accurate. If you believe that Data Sharing Rebate Credits have not been properly issued or applied to your Account balance, you must contact Snowflake at accountsreceivable@snowflake.com within sixty (60) days of the date of the applicable invoice.

Data Sharing Rebate Credits cannot be earned for queries that occurred before December 1, 2018.

Data Sharing Rebate Credits cannot be combined between multiple accounts. Data Sharing Rebate Credits are promotional in nature and have no cash value. Under no circumstances are Data Sharing Rebate Credits redeemable for cash or cash-equivalents. Data Sharing Rebate Credits have no value outside this Rebate Program.

Data Sharing Rebate Credits cannot be assigned, exchanged, sold, traded, bartered, purchased, gifted or otherwise transferred. Any Data Sharing Rebate Credits purported to be transferred in violation of the foregoing sentence are void. The earning of Data Sharing Rebate Credits does not entitle the Customer to any vested rights, and Snowflake does not guarantee in any way the continued availability of any Data Sharing Rebate Credits.

5. Additional Terms. Snowflake reserves the right to prohibit the application of the Rebate Program in combination with other discounts and/or promotions.

Any Data Sharing Rebate Credits that cannot be verified and/or calculated to the satisfaction of Snowflake are subject to adjustment, cancellation, disqualification, or revocation at our sole discretion.

Snowflake will not be liable for the failure of any Data Sharing Rebate Credits to be accurately issued or applied for any reason, including, but not limited to, any technical malfunction or other problems relating to any network, computer system, servers, access providers, computer equipment or software.

Snowflake reserves the right, in our sole and absolute discretion, to (i) investigate, invalidate, and revoke any Data Sharing Rebate Credits we deem to have been awarded in error, or as the result of any actual or suspected fraudulent or dishonest activity (including without limitation, the use of any system, macro, script, or bot to manipulate the Rebate Program) or as the result of any Provider conduct in violation of these Rebate Terms and Conditions or any applicable Customer Agreement and (ii) bar further Data Sharing Rebate Credits from being issued to any and all accounts of any Customers associated with any such violations or actual or suspected fraudulent or dishonest activity. If Snowflake has any reason to suspect fraudulent or dishonest activity is associated with your Account, Snowflake reserves the right to delay or withhold the issuance or use of Data Sharing Rebate Credits.

Snowflake reserves the right to make adjustments to your pre-purchased Snowflake Credits to offset any revoked Data Sharing Rebate Credits.



If your Customer Agreement expires or terminates or your Account is suspended or terminated for any reason, you forfeit any Data Sharing Rebate Credits.

Snowflake is not liable for Data Sharing Rebate Credits sent to suspended or terminated accounts.

Snowflake reserves the right to place limits on the amount of Data Sharing Rebate Credits that can be accrued or consumed in a given time period.

You will be solely responsible for any and all tax liability arising out of any benefits received in connection with the Rebate Program.

6. E-mail Communications. By participating in the Rebate Program, you agree to receive e-mail communications from Snowflake regarding the Rebate Program, including without limitation, communications regarding your Data Sharing Rebate Credits.

7. Rebate Program Termination/Modification. SNOWFLAKE RESERVES THE RIGHT TO MODIFY AND/OR TERMINATE THE PROGRAM AND/OR MODIFY ALL OR ANY PORTION OF THESE TERMS AND CONDITIONS OR ANY POLICY PERTAINING TO THE PROGRAM AT ANY TIME AND IN OUR SOLE DISCRETION, INCLUDING, WITHOUT LIMITATION, THE RIGHT TO DISCONTINUE OR CHANGE ANY PROGRAM BENEFITS RECEIVED THROUGH THE PROGRAM, MERGE THE PROGRAM WITH ANOTHER REWARDS PROGRAM, OR TO ADJUST HOW REBATE CREDITS ARE EARNED, CALCULATED OR REDEEMED. IT IS POSSIBLE THAT YOU MAY LOSE OR BE UNABLE TO REDEEM REBATE CREDITS AS A RESULT OF FUTURE PROGRAM CHANGES OR IF WE DISCONTINUE THE PROGRAM OR MERGE THE PROGRAM INTO ANOTHER REWARDS PROGRAM. IF WE MAKE CHANGES, WE WILL POST THE AMENDED REBATE TERMS AND CONDITIONS TO OUR WEBSITE AT AND UPDATE THE "EFFECTIVE DATE" ABOVE. WE MAY ALSO ATTEMPT TO NOTIFY YOU IN OTHER WAYS. UNLESS WE SAY OTHERWISE, THE AMENDED REBATE PROGRAM TERMS AND CONDITIONS WILL BE EFFECTIVE IMMEDIATELY AND YOUR CONTINUED PARTICIPATION IN THE REBATE PROGRAM AFTER THE AMENDED REBATE TERMS AND CONDITIONS ARE POSTED WILL CONFIRM YOUR ACCEPTANCE OF THE CHANGES. IF YOU DO NOT AGREE TO THE AMENDED REBATE TERMS AND CONDITIONS, YOU MUST OPT OUT OF THE REBATE PROGRAM BY CONTACTING SNOWFLAKE AT SUPPORT@SNOWFLAKE.COM. YOU AGREE THAT SNOWFLAKE WILL NOT BE LIABLE TO YOU OR TO ANY THIRD PARTY FOR ANY MODIFICATION, SUSPENSION, OR TERMINATION OF THE PROGRAM AND YOU AGREE TO BE BOUND BY ALL DECISIONS OF SNOWFLAKE REGARDING THE INTERPRETATION OF THESE TERMS AND CONDITIONS.

8. Miscellaneous. Any disputes related to these Rebate Terms and Conditions and the subject matter herein will be resolved pursuant to the dispute resolution terms of your Customer Agreement. If any provision of these Rebate Terms and Conditions is, for any reason, held to be invalid or unenforceable, the other provisions of these Rebate Terms and Conditions will remain enforceable and the invalid or unenforceable provision will be deemed modified so that it is valid and enforceable to the maximum extent permitted by law. Any waiver or failure to enforce any provision of these Rebate Terms and Conditions on one occasion will not be deemed a waiver of any other provision or of such provision on any other occasion. You may not assign or transfer these Rebate Terms and Conditions, or its rights or obligations herein, in whole or in part without the written consent of Snowflake. Snowflake may freely assign or transfer these Rebate Terms and Conditions. Any assignment or transfer in violation of the foregoing is void. These Rebate Terms and Conditions are the final, complete and exclusive Rebate Terms and Conditions between you and Snowflake with respect to the subject matters hereof and supersedes and merges any discussions between you and Snowflake with respect to such subject matters. If you are dissatisfied with any aspect of the Rebate Program at any time, your sole and exclusive remedy is to cease participating in the Rebate Program.