



Snowflake Data Exchange Exchange Consumer Terms

VERSION DATE: June 13, 2019

Welcome to the Snowflake Data Exchange! The Snowflake Data Exchange is a place for Snowflake customers to search for and discover Datasets provided by other customers for use with the Snowflake Service.

Use of the Snowflake Data Exchange is governed by these Exchange Consumer Terms and any other guidelines or policies we post on the Snowflake Data Exchange (collectively, the “**Terms**”). By using the Snowflake Data Exchange or otherwise indicating your agreement to these Terms, you agree to be bound by these Terms, which form an agreement between you and Snowflake Inc. (“**Snowflake**”, “**we**” or “**us**”). If you are using the Snowflake Data Exchange on behalf of a company, organization or other entity, then these Terms are binding on you and that company, organization or other entity and you represent and warrant that you have all necessary authority to do so (you, together with such company, organization or other entity is referred to as “**you**”).

We may modify these Terms from time to time as described in Section 8 (Changes to Terms).

1. Introduction.

1.1. Snowflake Data Exchange. Snowflake makes available a software-as-a-service data warehouse offering (the “**Snowflake Service**”). In addition, as further described in these Terms, Snowflake makes available a data exchange that allows certain customers of the Snowflake Service (as “**Exchange Providers**”) to publicly list and make available sets of data and/or functions (“**Datasets**”) to other customers of the Snowflake Service (as “**Exchange Consumers**”) for the Exchange Consumers’ use on the Snowflake Service (the “**Snowflake Data Exchange**”). The Snowflake Data Exchange includes any Snowflake website, feature or other interface, including within the Snowflake Service, through which Snowflake allows the sharing and discovery of Datasets. These Terms govern your participation in the Snowflake Data Exchange as an Exchange Consumer.

1.2. Relationship with Your Customer Agreement. For clarity, to use the Snowflake Data Exchange, you must maintain a subscription to the Snowflake Service, which remains governed by the Snowflake Terms of Service or other applicable agreement you have entered into with Snowflake (“**Customer Agreement**”). In event of a conflict between these Terms and the Customer Agreement, these Terms will govern solely with respect to the Snowflake Data Exchange, but otherwise your Customer Agreement will govern.

2. Discovering and Using Datasets. The Snowflake Data Exchange lists available Datasets. As designated by the Exchange Provider, Datasets may be made generally available to all Exchange Consumers (“**Anyshares**”) or made available only to specific Exchange Consumers (“**Point-to-Point Shares**”). Access to a Point-to-Point Share must be separately granted to you by the Exchange Provider. For all Datasets (whether Anyshares or Point-to-Point Shares), your rights to use the Dataset are solely as granted by the Exchange Provider, which may be designated by the Exchange Provider in a license agreement posted in the Snowflake Data Exchange. Snowflake grants you no rights to use any Dataset.

3. Removal of Datasets. You acknowledge that Snowflake or an Exchange Provider may delist and drop a share from the Snowflake Data Exchange at any time for any reason or no reason without liability.

4. Snowflake Not Responsible. Exchange Providers are solely responsible for their Datasets. Notwithstanding anything to the contrary, Snowflake has no responsibility or liability for any acts or omissions of any Exchange Providers or for any Datasets, including their accuracy, reliability, usefulness, recency, completeness, safety or lawfulness or for any infringement of third-party rights by Datasets or their use. Snowflake has no support or warranty obligation for any Datasets and does not guarantee their continued availability. You will look solely to the Exchange Provider (and not Snowflake) for any claims or complaints related to a Dataset.

5. Fees. Snowflake does not currently charge for access to the Snowflake Data Exchange itself, but any Datasets you connect to from your Snowflake Service account will incur fees in accordance with your Customer Agreement. Exchange Providers may charge fees for access to Point-to-Point shares, which would be invoiced and charged directly between the Exchange Provider and you.

6. Data Collected by Snowflake. You agree that Snowflake may collect query logs and data relating to the operation, support and/or your use of the Snowflake Data Exchange and Datasets, including your relationship and interactions with Exchange Providers (“**Exchange Service Data**”). Snowflake may use Exchange Service Data to develop, improve, support, and operate products and services, and may share general statistics about your use and consumption of Datasets (including identifying you in connection with such information) with the applicable Exchange Providers. If you request access to a Point-to-Point Share, you may be required to provide your contact information and Snowflake Service account details (“**Registration Data**”) to Exchange Provider and Snowflake. Snowflake may use such Registration Data in accordance with Snowflake’s Privacy Notice at <https://www.snowflake.com/privacy-policy/> or successor website.

7. Intellectual Property. Snowflake and its suppliers have and will retain all right, title and interest (including, without limitation, all patent, copyright, trade secret or other proprietary rights) in and to the Snowflake Service and the Snowflake Data Exchange, and any modifications, improvements and derivative works of the foregoing, including as may incorporate Feedback. If you provide Snowflake



any comments, suggestions or other feedback ("Feedback"), then Snowflake may use such Feedback without restriction or obligation to you.

8. Changes to Terms. Snowflake may modify these Terms from time to time. Unless Snowflake specifies otherwise, changes become effective upon posting of the updated terms, and the updated Terms will apply to all use of the Snowflake Data Exchange after they are posted. Snowflake will use reasonable efforts to notify you of the changes as provided in Section 13 (General Terms). These terms were last modified as of the date listed at the beginning of these terms.

9. Termination. Snowflake may terminate or suspend these Terms or your access to and use of the Snowflake Data Exchange or any Dataset at any time, with or without notice and for any or no reason. Upon termination or suspension of these Terms, Snowflake may delist or drop Datasets as set forth in Section 3 (Removal of Datasets). Snowflake will have no liability to you for any termination or suspension, nor will termination or suspension limit any other rights or remedies Snowflake may have. The following Sections will survive any termination of these Terms: 3 (Removal of Datasets), 4 (Snowflake Not Responsible), 6 (Data Collected by Snowflake), 9 (Termination), 11 (Warranty Disclaimer), 12 (Limitation of Liability) and 13 (General Terms).

10. Class Action Waiver. YOU AND SNOWFLAKE AGREE THAT EACH MAY BRING CLAIMS AGAINST THE OTHER ONLY IN YOUR OR ITS INDIVIDUAL CAPACITY AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE ACTION. Unless both you and Snowflake agree, no court may consolidate more than one person's claims or otherwise preside over any form of a representative or class proceeding. The court may award injunctive relief only in favor of the individual party seeking relief and only to the extent necessary to provide relief warranted by that party's individual claim.

11. Warranty Disclaimer. TO THE MAXIMUM EXTENT PERMITTED BY LAW, THE SNOWFLAKE DATA EXCHANGE AND ALL DATASETS ARE PROVIDED "AS IS" AND "AS AVAILABLE," AND USE IS AT YOUR OWN DISCRETION. SNOWFLAKE DOES NOT MAKE ANY WARRANTIES, EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, INCLUDING WARRANTIES OF MERCHANTABILITY, TITLE, FITNESS FOR A PARTICULAR PURPOSE OR NONINFRINGEMENT. SNOWFLAKE DOES NOT WARRANT THAT YOUR USE OF THE SNOWFLAKE DATA EXCHANGE WILL BE UNINTERRUPTED OR ERROR-FREE. YOU MAY HAVE OTHER STATUTORY RIGHTS, BUT THE DURATION OF STATUTORILY REQUIRED WARRANTIES, IF ANY, SHALL BE LIMITED TO THE SHORTEST PERIOD PERMITTED BY LAW.

12. Limitation of Liability. TO THE MAXIMUM EXTENT PERMITTED BY LAW, SNOWFLAKE AND ITS SUPPLIERS WILL HAVE NO LIABILITY ARISING OUT OF OR RELATED TO THESE TERMS FOR ANY DATASETS OR YOUR USE THEREOF, OR OTHERWISE, INCLUDING FOR ANY LOSS OF USE, LOST DATA, LOST PROFITS, FAILURE OF SECURITY MECHANISMS, INTERRUPTION OF BUSINESS, OR ANY INDIRECT, SPECIAL, INCIDENTAL, RELIANCE, OR CONSEQUENTIAL DAMAGES OF ANY KIND, EVEN IF INFORMED OF THE POSSIBILITY OF SUCH DAMAGES IN ADVANCE. IN ANY EVENT, SNOWFLAKE'S AND ITS SUPPLIERS' ENTIRE LIABILITY TO YOU ARISING OUT OF OR RELATED TO THESE TERMS WILL NOT EXCEED IN AGGREGATE ONE HUNDRED U.S. DOLLARS (US \$100). THE PARTIES AGREE THAT THE WAIVERS AND LIMITATIONS SPECIFIED IN SECTIONS 11 AND 12 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 THESE TERMS IS FOUND TO HAVE FAILED OF ITS ESSENTIAL PURPOSE.

13. General Terms. These Terms will be governed by and construed under the laws of the State of California and the United States without regard to conflicts of laws provisions thereof. Any suit or proceeding arising out of or relating to these Terms shall be commenced exclusively in the state or federal courts in San Francisco, California, and each party irrevocably submits to the exclusive jurisdiction and venue of such courts. Except as set forth in Section 8 (Changes to Terms), all notices, requests and other communications under these Terms must be in writing. Snowflake may provide notice or communication to Customer by email or through Customer's Snowflake Service account or as set forth in Section 8. Any notices you give to us under these Terms will be deemed given only when personally delivered, delivered by reputable international courier requiring signature for receipt, or three (3) business days after being deposited in the mail, first class, postage prepaid, in each case to: Snowflake Inc., Attention: Legal, 450 Concar Drive, San Mateo, CA 94402. The parties are independent contractors and no employment, agency, or joint venture is created hereunder. These Terms may not be transferred or assigned by you without Snowflake's prior written consent, but may be transferred and assigned by Snowflake without restriction. Customer acknowledges and agrees that Snowflake's affiliates, contractors and service providers may exercise all rights of Snowflake under these Terms. Except as set forth in Section 8 (Changes to Terms), any amendments or modifications to these Terms must be executed in writing by an authorized representative of each party. Waivers must be in writing and no waivers will be implied. If any provision of these Terms is held by a court of competent jurisdiction to be unenforceable for any reason, the remaining provisions hereof shall be unaffected and remain in full force and effect subject to Section 1.2 (Relationship with Your Customer Agreement). These Terms are the final, complete and exclusive agreement between the parties relating to the Snowflake Data Exchange, and supersede all prior or contemporaneous understandings and agreements relating to such subject matter, whether oral or written. The headings contained in these Terms are for reference purposes only and will not affect in any way the meaning or interpretation of these Terms. The term "including" and its derivatives will be interpreted to mean "including without limitation."

14. Confidential Information. During and after the term of these Terms, You will (a) maintain Confidential Information in confidence (using at least the same measures as for its own confidential information, and no less than reasonable care) and not divulge it to any third party and (b) only use Confidential Information to fulfill its obligations under these Terms. If You is compelled by law to disclose Confidential Information, You must provide Snowflake with prior notice of such compelled disclosure (to the extent legally permitted) and reasonable assistance, at Snowflake's cost, if Snowflake wishes to contest the disclosure. In event of actual or threatened breach of



this Section 14, Snowflake will have the right, in addition to any other remedies available to it, to seek injunctive relief to protect its Confidential Information, it being specifically acknowledged by the parties that other available remedies may be inadequate. **“Confidential Information”** means all code, inventions, know-how, business, technical and financial information of Snowflake that is identified as confidential at the time of disclosure or should be reasonably known by You to be confidential due to the nature of the information disclosed and the circumstances surrounding its disclosure. Confidential Information will not include information that You can document: (i) was rightfully in its possession or known to You prior to receipt of the Confidential Information; (ii) is or has become public knowledge through no fault of You; (iii) is rightfully obtained by You from a third party without breach of any confidentiality obligation; or (iv) is independently developed by Your employees who had no access to such information.