

## Espresso Computing, Inc. Services Order Form

## Contacts

Customer:

Company:

Espresso Computing, Inc.  
Benjamin Lerner  
CEO  
25 Kent Ave Suite 401, Brooklyn NY, 11249

Phone:

Phone: 929-220-3494

Email:

Email: [ben@espresso.ai](mailto:ben@espresso.ai)

Services: Snowflake credit usage optimization via query rewriting, query routing, warehouse management, and other optimization strategies.

Fees:

**Service Fees:** The monthly service fee shall be 40% of Customer's monthly savings ("Monthly Savings") in Snowflake credits (each, a "Credit") as a result of Customer's use of the Services in the preceding month multiplied by Customer's then existing rate per Credit ("Credit Rate") (as agreed upon between Customer and Snowflake Inc. or its affiliates (collectively, "Snowflake")).

The Monthly Savings shall be calculated by Company (in its sole discretion) based on data made available to Company by Customer. Customer shall provide Customer's Credit Rate to Company in advance and otherwise in accordance with Section 7 of the Enterprise Terms of Use. The savings amount saved shall be rounded to the nearest dollar.

*For purposes of illustrating the foregoing, if Customer spends three hundred (300) Credits and saves one hundred and fifty (150) Credits at the conclusion of a given calendar month as a result of Customer's use of the Services, at a Credit Rate of \$4 per Credit, then Customer's Fees would total \$240 in that calendar month.*

**Initial Term:** Initial term of one (1) month (subject to renewal as a subscription to the Service, as set forth in the Agreement). Customer may terminate this Agreement on written notice to Company within fourteen (14) days of the Effective Date (the “**Free Trial Period**”), in which case, no fees shall be due for the Free Trial Period. If Customer does not terminate the Agreement during the Free Trial Period, Customer shall be billed for the Services during such period.

## Agreement

This agreement ("Agreement") is entered into as of \_\_\_\_\_ (the "Effective Date") between Espresso Computing, Inc. ("Company"), and the customer listed above ("Customer"). This Agreement includes and incorporates (i) the above Order Form, (ii) any Order Forms previously or subsequently entered into by the parties, and (iii) Company's standard Enterprise Terms of Use, which are set forth at <https://espresso.ai/terms>, and all of which are in each case hereby incorporated by reference. This Agreement contains, among other things, warranty disclaimers, liability limitations and use limitations. There shall be no force or effect to any different terms of any related purchase order or similar form even if signed by the parties after the date hereof.

**Espresso Computing, Inc.:**

**Customer:**

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: Benjamin Lerner

Name: \_\_\_\_\_

Title: CEO

Title: \_\_\_\_\_