

**Snowflake Reseller Public Sector Access Terms**  
(Last Updated August 25, 2022)

THESE SNOWFLAKE RESELLER PUBLIC SECTOR ACCESS TERMS, INCLUSIVE OF ALL EXHIBITS AND ATTACHMENTS ATTACHED HERETO OR INCORPORATED HEREIN BY REFERENCE ("**ACCESS TERMS**"), GOVERN YOUR ACCESS AND USE OF THE SNOWFLAKE OFFERINGS AND ARE MADE A PART OF THE AGREEMENT ("**RESELLER AGREEMENT**") BETWEEN YOU AND THE RESELLER AUTHORIZED BY SNOWFLAKE TO RESELL SNOWFLAKE OFFERINGS ("**RESELLER**") (COLLECTIVELY, THE ACCESS TERMS AND RESELLER AGREEMENT ARE REFERRED TO AS THE "**AGREEMENT**") AND SHALL COME INTO FULL FORCE AND EFFECT AS OF THE EFFECTIVE DATE OF THE RELEVANT ORDER FORM BETWEEN YOU AND THE RESELLER ("**AGREEMENT EFFECTIVE DATE**"). ANY REFERENCE TO THE "MASTER SAAS AGREEMENT" OR "MSA" SHALL BE DEEMED A REFERENCE TO THE "AGREEMENT". YOU REPRESENT AND WARRANT THAT YOU ARE AUTHORIZED TO BIND THE BUSINESS, GOVERNMENT ENTITY, OR GOVERNMENT AGENCY, ON WHOSE BEHALF YOU ARE ACCEPTING THESE ACCESS TERMS (SUCH ENTITY HEREINAFTER, "**YOU**", "**YOUR**" OR "**YOU'**"). THE RIGHTS GRANTED UNDER THESE ACCESS TERMS ARE EXPRESSLY CONDITIONED UPON SUCH AUTHORITY AND ACCEPTANCE. THE SNOWFLAKE OFFERINGS ARE PROVIDED ON A SUBSCRIPTION AND/OR LICENSE BASIS ONLY AND ARE NOT SOLD TO YOU.

1. **Scope.** Notwithstanding anything to the contrary in the Agreement, including these Access Terms, the DPA and SCCs, and/or the Security Addendum, all commitments to You are made exclusively by Reseller (and not Snowflake Inc. or any of its Affiliates (collectively, "**Snowflake**")), and You must look solely to Reseller regarding any rights, claims or damages relating to, or arising out of, the Snowflake Offerings, the Agreement, and/or these Access Terms. These Access Terms apply to Your use of the Snowflake Offerings under the applicable Reseller Agreement. Reseller is not an agent of Snowflake and is not acting on behalf of Snowflake, and You are not a third-party beneficiary to any agreement between Reseller and Snowflake.

2. **Use of the Snowflake Offerings.**

**2.1. In General.** Reseller gives You and Your Users access to the Snowflake Offerings for the Subscription Term solely for use by You and Your Users in accordance with the Agreement, these Access Terms, the Documentation and the Order Form. You may permit Your Contractors and Affiliates to serve as Users provided that any use of the Snowflake Offerings by each of such Contractors or Affiliates is solely for the benefit of You or such Affiliates. You will comply with these Access Terms in connection with Your use of the Snowflake Offerings and shall be responsible for each User's compliance with these Access Terms.

**2.2. Snowflake Offerings, Generally.** The Snowflake Service will operate in substantial conformity with the applicable Documentation and Order Form and Technical Services and Deliverables (if any) will be provided in a professional and workmanlike manner and will substantially conform with the specifications in the applicable SOW (collectively, ("**Limited Warranty**"). If Reseller is not able to correct any reported non-conformity with the aforementioned, either Reseller or You may terminate the applicable Order Form or Statement of Work (as applicable), and You, as Your sole remedy, will be entitled to receive a refund of any unused Fees that You have pre-paid for the applicable Service or Technical Services purchased thereunder. This Limited Warranty will not apply if the error or non-conformity was caused by misuse of the Service or Deliverables, modifications to the Service or Deliverables by You or any third-party, or third-party hardware, software, or services used in connection with the Service. For Technical Services and Deliverables, this Limited Warranty will not apply unless You provide written notice of a claim to Reseller within thirty (30) days after expiration of the applicable SOW.

**2.3. Disclaimers; Limitations on Snowflake Liability.** EXCEPT FOR THE LIMITED WARRANTY IN SECTION 2.2 ABOVE, TO THE EXTENT PROHIBITED BY LAW, OR TO THE EXTENT ANY STATUTORY RIGHTS APPLY THAT CANNOT BE EXCLUDED, LIMITED OR WAIVED, EACH SNOWFLAKE OFFERING, THE CLIENT SOFTWARE, SAMPLE DATA, TECHNICAL SERVICES, SUPPORT, THIRD-PARTY APPLICATIONS, AND ANY OTHER SOFTWARE OR SERVICES PROVIDED UNDER THESE ACCESS TERMS, ARE PROVIDED "AS IS". NEITHER SNOWFLAKE, NOR RESELLER ON BEHALF OF SNOWFLAKE, MAKES ANY OTHER REPRESENTATIONS OR WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE. SNOWFLAKE AND RESELLER DISCLAIM ALL WARRANTIES, INCLUDING ANY IMPLIED OR EXPRESS WARRANTIES (a) OF MERCHANTABILITY, SATISFACTORY QUALITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, OR QUIET ENJOYMENT, (b) ARISING OUT OF ANY COURSE OF DEALING OR USAGE OF TRADE, OR (c) THAT THE SNOWFLAKE SERVICE, CLIENT SOFTWARE, SAMPLE DATA, TECHNICAL SERVICES, SUPPORT, THIRD-PARTY APPLICATIONS, OR ANY OTHER SOFTWARE OR SERVICES PROVIDED UNDER THESE ACCESS TERMS WILL BE UNINTERRUPTED, ERROR FREE, OR FREE OF HARMFUL COMPONENTS. SNOWFLAKE WILL NOT BE LIABLE TO CUSTOMER FOR ANY LOSSES OR DAMAGES OF ANY KIND (INCLUDING DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR EXEMPLARY DAMAGES, DAMAGES FOR LOST PROFITS, REVENUES, CUSTOMERS, OPPORTUNITIES, GOODWILL, USE, OR DATA, THE COST OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, OR ANY INVESTMENTS, EXPENDITURES, OR COMMITMENTS BY YOU IN CONNECTION WITH YOUR USE OF THE SNOWFLAKE SERVICE, CLIENT SOFTWARE,

SAMPLE DATA, TECHNICAL SERVICES, SUPPORT, THIRD-PARTY APPLICATIONS, OR ANY OTHER SOFTWARE OR SERVICES PROVIDED UNDER THESE ACCESS TERMS) ARISING IN CONNECTION WITH, OR RELATED TO, YOUR INABILITY TO USE ANY OF THE FOREGOING, INCLUDING AS A RESULT OF ANY TERMINATION OR SUSPENSION OF ORDER FORMS UNDER ANY AGREEMENT BETWEEN SNOWFLAKE AND RESELLER, DISCONTINUATION OR DOWNTIME OF THE SNOWFLAKE SERVICE, OR ANY UNAUTHORIZED ACCESS TO, DISCLOSURE OR ALTERATION OF, OR THE DELETION, DESTRUCTION, DAMAGE, LOSS OR FAILURE TO STORE CUSTOMER DATA.

**2.4. Third-Party Applications.** Through the use of the Snowflake Service, You may have access to Third-Party Applications, which may be made available directly to You by other entities or individuals under separate terms and conditions or supplemental terms and conditions to these Access Terms, which may include separate fees and charges. Your use of any Third-Party Application is solely at Your own discretion and risk.

**2.5. Snowflake Service Policies.** All access to and use of Snowflake Offerings is subject to the Snowflake Acceptable Use Policy and Documentation. Notwithstanding anything to the contrary in the Acceptable Use Policy and Documentation, the Snowflake Acceptable Use Policy is not an agreement (separate or otherwise) between You and Snowflake.

**2.6. Your Responsibilities.** Except to the extent responsibility is accepted in writing or unless otherwise agreed by Reseller, You are solely responsible for Your use of the Snowflake Offerings. To the extent the Snowflake Service requires You to install Client Software, You are granted a limited, non-transferable, non-sublicensable, non-exclusive license during the term of Your Order Form to use the object code form of the Client Software internally in connection with Your use of the Snowflake Service as provided in the Documentation.

**2.7. Sample Data.** Sample Data may be made available to You as part of the Snowflake Service. You acknowledge that Sample Data is example data only, which may not be complete, current, or accurate. You will not (and will not permit any third-party to) copy or export any Sample Data and You agree that the Sample Data may be deleted at any time or You may be required to cease using Sample Data at any time.

**2.8. Data Sharing Functionality Controlled by You.**

**a. Generally.** The Snowflake Service includes the capability for You, at Your option and in Your sole discretion, to share Customer Data with other Snowflake customers and/or Read Only Users (defined below) that You designate, and to access or use data from other Snowflake customers, as further described in the Documentation. The Snowflake customer sharing its data is a **"Provider,"** and the Snowflake customer accessing or using shared data is a **"Consumer"**.

**b. When You are the Provider.** As Provider, You may, at Your option and in Your sole discretion, grant Consumer access to designated sets of Your Customer Data as further described in the Documentation. As Provider, You acknowledge and agree that: (1) Consumers will have the access designated by You (including to view, download, and query the Customer Data) and that it is Your sole responsibility to evaluate any risks related to Your sharing of Customer Data with Consumers; and (2) Snowflake has no control over, and will have no liability for, any acts or omissions of any Consumer with respect to Your sharing of Customer Data. At all times, as Provider, You remain responsible for Your Customer Data as set forth in these Access Terms.

**c. When You are the Consumer.** By accessing or using Provider's data, as Consumer, You acknowledge that: (1) Snowflake has no liability for such data or Your use of such data; (2) Snowflake may collect information about Your use of and access to the Snowflake Service and to Provider's data (including identifying You in connection with such information) and share it with Provider; and (3) You are obligated to use Provider's Customer Data in accordance with any terms imposed by Provider.

**d. Reader Accounts.** When You are a Provider, You may, at Your option and in Your sole discretion (using a mechanism provided by Snowflake), authorize third-party entities that are not currently Snowflake customers (**"Read Only Consumers"**) to access a read-only account on the Snowflake Service as further described in the Documentation (**"Reader Accounts"**) solely to consume Customer Data shared by You, provided that:

- (1) You shall be responsible for paying for any usage of the Reader Accounts;
- (2) Users authorized to access the Reader Account (**"Read Only Users"**) shall be prohibited from uploading any data into the Reader Accounts;
- (3) such Read Only Users must submit support requests only as set forth in the Snowflake Support Policy;

(4) You represent that You have the right to share with Snowflake any personal information about Read Only Users that You provide to Snowflake; and

(5) You shall be responsible for any acts or omissions on the part of Read Only Users in their use of the Reader Accounts as if they were acts or omissions of You.

**2.9. General Restrictions.** You 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 Snowflake Offerings (or Deliverables, if applicable) to a third-party (except as set forth in the Documentation for Snowflake Service features expressly intended to enable You to provide Your third-parties with access to Customer Data, or the SOW, as applicable) or in a service bureau or outsourcing offering; (b) use any Snowflake Offering to provide, or incorporate any Snowflake Offering 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 Snowflake Offering, 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 any Snowflake Offering; or (e) use any Snowflake Offerings in violation of the Acceptable Use Policy.

**2.10. Preview Service Terms.** Certain products, features, services, software, regions or cloud providers may be made available to You through the Snowflake Service that are not yet generally available, including such products, features, services, software, regions or cloud providers that are labeled as “private preview,” “public preview,” “pre-release” or “beta” (collectively, “**Previews**”). You may access and use Previews solely for Your internal evaluation purposes. EXCEPT AS OTHERWISE AGREED BETWEEN THE PARTIES IN WRITING, PREVIEWS ARE PROVIDED “AS-IS”, WITH ALL FAULTS, AND AS AVAILABLE, AND PREVIEWS ARE EXCLUDED FROM ANY SUPPORT, SERVICE LEVEL, PRIVACY, SECURITY OR OTHER COMPLIANCE COMMITMENTS, AND FROM ANY WARRANTIES, INDEMNITIES OR LIABILITY TO THE MAXIMUM EXTENT PERMITTED BY LAW. You shall not use Previews to process personal data or other data that is subject to heightened compliance requirements. Previews may be changed or discontinued at any time without notice, and Previews may also not be chosen for release into general availability.

### **3. Customer Data.**

**3.1. Rights in Your Data.** As between You, Reseller, and Snowflake, You or Your 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 Snowflake Service as provided to such Service. You grant a non-exclusive, worldwide, royalty-free right to process Customer Data solely to the extent necessary to provide You the Snowflake Offerings, to prevent or address service or technical problems with the Snowflake Offerings, or as may be required by law or regulation.

#### **3.2. Use Obligations.**

**a. In General.** Your use of the Snowflake Service and all Customer Data shall comply with applicable laws and government regulations, including but not limited to any data localization or data sovereignty laws or regulations, and laws governing personal data. You are solely responsible for the accuracy, content and legality of all Customer Data. You warrant that You have and will have sufficient rights in Customer Data to grant the rights to Reseller and Snowflake under these Access Terms and that the processing of Customer Data by Snowflake will not violate any laws or the rights of any third party.

**b. HIPAA Data.** You agree not to upload to any Snowflake Service any HIPAA Data unless You have entered into a BAA with Reseller, and in any case, never to provide HIPAA Data other than by uploading it as Customer Data to the editions of the Snowflake Service which are specifically designated for HIPAA Data in the Documentation.

**3.3. Privacy.** Customer Personal Data shall be processed in compliance with the DPA, including but not limited to any applicable data transfer mechanisms expressly incorporated therein, such as the European standard contractual clauses (such mechanisms, collectively, “SCCs”). You must also comply with the DPA and any applicable SCCs as “Customer” (as referenced therein). Notwithstanding anything to the contrary in the DPA (including the SCCs), it is not an agreement between You and Snowflake. Any rights You have thereunder must be enforced through the Reseller in accordance with Section 1 (“Scope”) above. For clarity, all references in the DPA to the written agreement between Snowflake and Customer shall mean the Agreement as defined above.

**3.4 Security.** The Snowflake Service and Customer Data are secured in compliance with the Security Addendum. You must comply with the Security Addendum, as “Customer” (as referenced therein). Notwithstanding anything to the contrary in the Security Addendum, it is not an agreement between You and Snowflake. Any rights You have thereunder must be enforced through the Reseller in accordance with Section 1 (“Scope”) above. For clarity, all references in the

Security Addendum to “the written agreement between Snowflake and Customer” shall mean the Agreement as defined above.

#### **4. Intellectual Property.**

**4.1. Snowflake Technology.** You agree 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 Offerings, all Documentation and Client Software, any Deliverables, 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 these Access Terms, no right, title or interest in any Snowflake Technology is granted to You. Further, You acknowledge that the Snowflake Service is offered as an online, hosted solution, and that You have no right to obtain a copy of the underlying computer code for any Snowflake Offering, 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 You or by any Users of the Snowflake Offerings relating to Snowflake’s products or services (“**Feedback**”).

**4.2. Usage Data.** Notwithstanding anything to the contrary in these Access Terms, Usage Data may be collected and used during and after the expiration or termination of these Access Terms for the development, improvement, support, and operation of Snowflake’s products and services.

**4.3. Marketing.** Snowflake and Reseller may use and display Your name, logo, trademarks and service marks on their website and in marketing materials in connection with identifying You as a customer of Snowflake.

#### **5. Retrieval of Data and Suspension of Service.**

**5.1. Retrieval of Data.** You will have up to thirty (30) calendar days from termination or expiration of the Agreement to access the Snowflake Service solely to the extent necessary to retrieve Customer Data on condition You provide written notice of such need (“**Retrieval Right**”). If You exercise Your Retrieval Right, the Agreement, inclusive of these Access Terms, and the applicable Order Form shall continue in full force and effect for the duration of the Retrieval Right. There shall be no further obligation to make Customer Data available after termination of the Agreement and Customer Data shall be deleted promptly thereafter. After the Retrieval Right period, You 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 Your possession. Notwithstanding any termination or anything to the contrary in the Agreement or any Order Form, You shall pay for all of Your use of the Snowflake Offerings.

**5.2. Suspension of Service.** Snowflake Offerings may be suspended if: (a) it is reasonably determined by Reseller or Snowflake that suspension is necessary to avoid material harm to Snowflake or its other customers, including if the Snowflake Offerings are experiencing denial of service attacks, mail flooding, or other attacks or disruptions outside of Snowflake’s control; or (b) as required by law or at the request of governmental entities.

#### **6. Support and Availability.**

You will be provided the level of Support for the Snowflake Service specified in the applicable Order Form, in accordance with the Support Policy. All requests for support will be directed to Snowflake and Reseller should not have access to Your Account and/or Customer Data. Should You grant Reseller access to Your Account or any Customer Data, You hereby consent to such access by Reseller. Notwithstanding anything to the contrary in the Support Policy, it is not an agreement between You and Snowflake or any of Snowflake’s Affiliates. Any rights You have thereunder must be enforced through the Reseller in accordance with Section 1 (Scope) above. For clarity, all references in the Support Policy to “the applicable written subscription agreement between Snowflake and Customer for the Service” shall mean the Agreement as defined above.

#### **7. Technical Services.**

**7.1. Provision of Technical Services.** Technical Services (if any) will be provided as set forth in each applicable SOW, subject to the terms and conditions of these Access Terms.

**7.2. Assistance.** You acknowledge that timely access to applicable Customer Materials (defined below), resources, personnel, equipment or facilities is necessary for the provision of Technical Services. You agree to provide such access and to reasonably cooperate with Snowflake in order for Snowflake to duly render the relevant Technical Services.

**7.3. Customer Materials.** You hereby grant Reseller and Snowflake a limited right to use any materials provided to Reseller and Snowflake in connection with Technical Services projects (“**Customer Materials**”) solely for the purpose of

providing Technical Services to You. You will retain any of the rights (including all intellectual property rights) in and to Customer Materials. You warrant that You have and will have sufficient rights in Customer Materials to grant the rights to Reseller and Snowflake under these Access Terms and that Customer Materials will not violate the rights of any third-party.

**7.4. Access to Customer Data under a SOW.** With respect to any access by Snowflake or others to any Customer Data under an SOW, You are solely responsible for ensuring that both the duration and scope of access is strictly limited to the access required under the specific SOW. You agree that You will not grant Snowflake access to Customer Data under an SOW unless specifically required and noted in an SOW, and only during the term of the applicable Technical Services project. Unless otherwise specified in an SOW, You must ensure that: (a) any access to Customer Data that You grant is limited to read-only access in Your development environment for the Snowflake Service (and You will not grant access to any other environment, such as its test, prod or disaster recovery), and (b) You will not grant access to any Customer Data that is unencrypted or contains personal data. To the extent access to Customer Data is granted, You will provide the recipient of such access with: (i) secure workstations and networks for accessing Customer Data that are monitored, managed, configured, supported and maintained by You, and (ii) unique user ID/passwords to each Snowflake resource that requires access to Customer Data, and these credentials will be solely managed by You.

**7.5. License to Deliverables.** The Technical Services Snowflake performs (e.g., providing guidance on configuring the Snowflake Service) and the resulting Deliverables are generally applicable to Snowflake's business and are part of Snowflake Technology. Snowflake grants You a limited, non-exclusive, royalty-free, non-transferable worldwide license to use the Deliverables internally solely in connection with Your use of the Snowflake Service during the period in which You have authorized access to the Snowflake Service.

**7.6. Change Orders; Other Terms.** You may submit written requests to Reseller to change the scope of Technical Services under an existing SOW. Reseller will promptly notify You if it believes that the requested change may require an adjustment to the fees, schedule, assumptions or scope for the performance of the Technical Services. You will be notified in such cases. Any change requests must be mutually agreed to in writing before taking effect.

## **8. Indemnification.**

**8.1. Indemnification by Reseller.** Reseller will defend You against any claim by a third-party alleging that any Service or Deliverable, when used in accordance with these Access Terms, infringes any intellectual property right of such third-party and will indemnify and hold harmless You from and against any damages and costs awarded against You or agreed in settlement by Reseller (including reasonable attorneys' fees) resulting from such claim. If Your use of the Service or Deliverable results (or in Snowflake's or Reseller's opinion is likely to result) in an infringement claim, Reseller may either: (a) substitute functionally similar products or services; (b) procure for You the right to continue using the Service or Deliverable; or if (a) and (b) are not commercially reasonable, (c) terminate these Access Terms, or the applicable Order Form or SOW and refund to You the unused Fees that You have pre-paid for the applicable Service or Deliverable. The foregoing indemnification obligation of Reseller will not apply to the extent the applicable claim is attributable to: (1) the modification of the Service or Deliverable by any party other than Snowflake or based on Your specifications or requirements; (2) the combination of the Service or Deliverable with products or processes not provided by Snowflake; (3) any use of the Service or Deliverables in non-conformity with these Access Terms; or (4) any action arising as a result of Customer Data, or any deliverables or components not provided by Snowflake. This Section sets forth Your sole remedy with respect to any claim of intellectual property infringement. Nothing contained herein shall be construed in derogation of the U.S. Department of Justice's right to defend any claim or action brought against the U.S., pursuant to its jurisdictional statute 28 U.S.C. §516.

**8.2. Indemnification by Non-Government Customer.** Where You are not a U.S. Government entity, You will defend Snowflake against any claim by a third party arising from or relating to any Customer Data, Customer Materials or any product or service offered by You and used in connection with the Service and will indemnify and hold harmless Snowflake from and against any damages and costs awarded against Snowflake or agreed in settlement by You (including reasonable attorneys' fees) resulting from such claim.

**8.3. Your Representations and Warranties.** Where You are a U.S. Government entity and are prohibited by law from agreeing to indemnity obligations, You agree that You are solely responsible for all risks arising from or relating to any Customer Data, Customer Materials or any product or service offered by You and used in connection with the Service, and You hereby represent and warrant that any Customer Data, Customer Materials or any product or service offered by You and used in connection with the Service will not violate the Agreement or applicable law, infringe or misappropriate any third-party rights, or cause harm to any third-party or Snowflake.

**8.4. Procedures.** In the event of a potential obligation under this Section 8, the party receiving the claim will: (i) promptly notify the responsible party in writing of the claim, (ii) allow the responsible party the right to control the investigation, defense and settlement (if applicable) of such claim at the indemnifying party's sole cost and expense,

and (iii) upon request of the responsible party, provide all necessary cooperation at the responsible party's expense. Failure by the other party to notify the responsible party of a claim under this Section 8 shall not relieve the responsible party of its obligations under this Section 8, however the responsible party shall not be liable for any litigation expenses that the other party incurred prior to the time when notice is given or for any damages and/or costs resulting from any material prejudice caused by the delay or failure to provide notice to the responsible party in accordance with this Section. The responsible party may not settle any claim that would bind the other party to any obligation (other than payment covered by the indemnifying party or ceasing to use infringing materials) or require any admission of fault by the other party, without the other party's prior written consent, such consent not to be unreasonably withheld, conditioned, or delayed. Any obligation under this Section 8 will not apply if the other party settles or makes any admission with respect to a claim without the indemnifying party's prior written consent.

**9. LIMITATION OF REMEDIES AND DAMAGES.** EXCEPT AS TO "EXCLUDED CLAIMS," TO THE MAXIMUM EXTENT PERMITTED BY LAW, AND NOTWITHSTANDING ANY OTHER PROVISION OF THE 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, 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) SUBJECT TO SUBSECTION (C) BELOW, 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 THE AMOUNT ACTUALLY PAID OR PAYABLE TO RESELLER IN THE PRIOR 12 MONTHS UNDER THE APPLICABLE ORDER FORM(S) OR SOW TO WHICH SUCH LIABILITY RELATES ("**GENERAL LIABILITY CAP**");

(C) IN THE CASE OF "DATA PROTECTION CLAIMS," 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 TWO TIMES (2X) THE GENERAL LIABILITY CAP;

(D) IN NO EVENT SHALL EITHER PARTY (OR ITS RESPECTIVE AFFILIATES) BE LIABLE FOR THE SAME EVENT UNDER BOTH THE GENERAL LIABILITY CAP AND THE DATA PROTECTION CLAIMS CAP. SIMILARLY, THOSE CAPS SHALL NOT BE CUMULATIVE; IF A PARTY (AND/OR ITS AFFILIATES) HAS ONE OR MORE CLAIMS SUBJECT TO EACH OF THOSE CAPS, THE MAXIMUM TOTAL LIABILITY FOR ALL CLAIMS IN THE AGGREGATE SHALL NOT EXCEED THE DATA PROTECTION CLAIMS CAP;

(E) THE PARTIES AGREE THAT THIS SECTION 9 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 THE AGREEMENT IS FOUND TO HAVE FAILED OF ITS ESSENTIAL PURPOSE; AND

(F) THE APPLICABLE MONETARY CAPS SET FORTH IN THIS SECTION 9 SHALL APPLY ACROSS THE AGREEMENT AND ANY AND ALL SEPARATE AGREEMENT(S) ON AN AGGREGATED BASIS.

**10. 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**") disclosed pursuant to the Agreement for any purpose outside the scope of the 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 the 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 cooperation to the fullest extent permitted by law in any effort to obtain confidential treatment of the Confidential Information, including an opportunity for the Disclosing Party to seek redactions or protective orders to prevent against disclosure. Reseller recognizes that Federal agencies are subject to the Freedom of Information Act, 5 U.S.C. 552, which may require that certain information be released, despite being characterized as "confidential" by the Reseller or Snowflake. In such cases, Reseller and Snowflake shall have the opportunity to seek appropriate relief through a Reverse FOIA action.



**11. Federal Government End Use Provisions.**

**11.1. Commercial Product.** The Snowflake Offerings, including all related software and, to the extent applicable the Snowflake Technology, for ultimate federal government end use is made available solely in accordance with the following: The U.S. Government hereby agrees that the Snowflake Offerings qualify as “commercial products” as defined by FAR Part 2.101 or the state law corollary. The terms and conditions of these Access Terms shall pertain to the U.S. Government’s use and disclosure of the Snowflake Offerings and shall supersede any conflicting contractual terms or conditions. Government technical data and software rights related to the Snowflake Offerings include only those rights customarily provided to the public as defined in these Access Terms. 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).

**11.2. U.S. Government Region Terms.** Certain Snowflake Service Regions are made available that are expressly designated for use by U.S. government customers or that support customer ITAR compliance, as set forth in the Documentation (“U.S. SnowGov Regions”). If You elect to use the Snowflake Service in any U.S. SnowGov Region, Your use of and access to the Snowflake Service in such U.S. SnowGov Region is, in addition to these Access Terms, subject to the Snowflake U.S. SnowGov Region Terms of Service. You shall be deemed to have accepted said U.S. SnowGov Region Terms of Service upon Your use of the Snowflake Service in any U.S. SnowGov Region. Where there is any conflict between the terms and conditions of these Access Terms and the U.S. SnowGov Region Terms of Service, the terms of the U.S. SnowGov Terms of Service shall apply with respect to Your access and use of U.S. SnowGov Regions. Notwithstanding anything in the Snowflake U.S. SnowGov Region Terms of Service, the Snowflake U.S. SnowGov Region Terms of Service are not an agreement (separate or otherwise) between You and Snowflake. Any rights You have thereunder must be enforced through the Reseller in accordance with Section 1 (Scope) above. For clarity, (i) all references in the Snowflake U.S. SnowGov Region Terms of Service to “the agreement by and between Customer and Snowflake governing Customer’s use of the Service” shall mean the Agreement as defined above.

**12. Miscellaneous.**

**12.1. Severability; Interpretation.** If a court of competent jurisdiction holds any provision of these Access Terms to be unenforceable or invalid, that provision will be limited to the minimum extent necessary so that these Access Terms will otherwise remain in effect. Section headings are inserted for convenience only and shall not affect the construction of these Access Terms.

**12.2. Export Control.** You agree to comply with all export and import laws and regulations of the United States and other applicable jurisdictions. Without limiting the foregoing, (i) You represent and warrant that You are 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) You will not (and will not permit any third parties to) access or use any Snowflake Offerings in violation of any U.S. export embargo, prohibition or restriction, and (iii) You will not submit to any Snowflake Service any information that is controlled under the U.S. International Traffic in Arms Regulations.

**12.3. Entire Agreement.** The Agreement, inclusive of these Access Terms, is the complete and exclusive statement of the mutual understanding of the parties and supersedes and cancels all prior written and oral agreements and communications relating to the Snowflake Offerings. Where there are any inconsistencies between the terms and conditions of these Access Terms and the Reseller Agreement, these Access Terms shall prevail as they apply to the Snowflake Offerings. Snowflake may change and update the Snowflake Offerings (in which case Snowflake may update the applicable Documentation accordingly) provided that the overall functionality of the Snowflake Offerings during the applicable Subscription Term will not materially decrease. The parties acknowledge and agree that Snowflake, notwithstanding any provision to the contrary hereunder, is a third party beneficiary hereunder and, to the extent allowable under applicable law, regulation or rules, reserves the option to enforce its rights and remedies directly against You.

**13. 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.

“**Acceptable Use Policy**” means Snowflake’s acceptable use policy made available at [www.snowflake.com/legal-gov](http://www.snowflake.com/legal-gov) (or such successor URL as may be designated by Snowflake).

“**BAA**” means a separately executed business associate agreement governing obligations with respect to any HIPAA Data uploaded by You to the Snowflake Service in accordance with the terms of these Access Terms.

**"Client Software"** is any desktop client software included in the applicable Snowflake Service that is made available to You for installation on end user computers to be used in connection with the Snowflake Service for installation on Your computer(s).

**"Consumer"** is defined in Section 2.8(a).

**"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 of the disclosure. All Customer Data will be deemed Your Confidential Information without any marking or further designation. All Snowflake Technology 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 Your independent contractors and consultants.

**"Customer Data"** means any data or data files of any type that are uploaded and stored in the Snowflake Service by or on behalf of You.

**"Deliverables"** means the guides, code (including SQL queries) or other deliverables that Snowflake provides in connection with Technical Services. For clarity, Snowflake may use compilers, assemblers, interpreters and similar tools to develop Deliverables. The term "Deliverables" does not include such tools.

**"DPA"** means the Snowflake Customer Data Processing Addendum available at [www.snowflake.com/legal-gov](http://www.snowflake.com/legal-gov) (or such successor URL as may be designated by Snowflake).

**"Documentation"** means Snowflake's technical documentation and usage guides for the applicable Snowflake Service made available at <https://docs.snowflake.com> (or such successor URL as may be designated by Snowflake) or through the Snowflake Service.

**"Excluded Claims"** means (a) a party's breach of its obligations in Section 10 (Confidentiality) (but excluding obligations and/or claims relating to Customer Data); (b) either party's express obligations under Section 8 (Indemnification); and (c) liability which, by law, cannot be limited, including personal injury, death, fraud, or gross negligence.

**"Feedback"** is defined in Section 4.1.

**"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.

**"Order Form"** means the ordering document (and/or SOW, if any) between You and Reseller that specifies the Snowflake Offerings to be provided by Snowflake as well as applicable discounts, Subscription Term, and payment terms.

**"Personal Data"** shall have the meaning set forth in the DPA.

**"Provider"** is defined in Section 2.8(a).

**"Reader Accounts"** are defined in Section 2.8(d).

**"Read Only Consumers"** are defined in Section 2.8(d).

**"Read Only Users"** are defined in Section 2.8(d)(2).

**"Sample Data"** means any data (including from third-party sources) provided or made available to You by Snowflake solely for Your internal testing, evaluation, and other non-production use of the Snowflake Service during the Subscription Term.

**"SOW"** means a statement of work describing the Technical Services to be performed, fees and any applicable milestones, dependencies and other technical specifications or related information for Technical Services related to the Snowflake Service.

**"Security Addendum"** means the Snowflake Security Addendum located at [www.snowflake.com/legal-gov](http://www.snowflake.com/legal-gov) (or such successor URL as may be designated by Snowflake).

**"Snowflake Offerings"** 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 Service" or "Service"** means a software-as-a-service offering made generally available by Snowflake, as described in the Documentation and set forth in an Order Form. Any APIs provided by Snowflake to access the Snowflake Service are deemed part of the Snowflake Service.

**"Snowflake Technology"** is defined in Section 4.1.

**"Snowflake U.S. SnowGov Region Terms of Service"** means the Snowflake U.S. SnowGov Region Terms of Service located at [www.snowflake.com/legal-gov](http://www.snowflake.com/legal-gov) or successor website.

**"Subscription Term"** means the term designated on an Order Form.

**"Support"** means the technical support provided by Snowflake to prevent or address service or technical problems, as described in the Snowflake Support Policy.



**"Support Policy"** means the Snowflake Support Policy and Service Level Agreement [www.snowflake.com/legal-gov](http://www.snowflake.com/legal-gov) or (or such successor URL as may be designated by Snowflake).

**"Technical Services"** means consulting, education and training services related to the Snowflake Service as set forth in an SOW.

**"Third- Party Applications"** means separate or third-party data, services, offerings or applications (and other consulting services related thereto), made available to You or that interoperate with the Snowflake Service and are subject to an independent agreement or supplemental terms to these Access Terms.

**"Usage Data"** means usage and operations data in connection with Your 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 Offerings by You or on Your behalf, including, as applicable, any of its and its Affiliates' Contractors.

**"Customer Materials"** is defined in Section 7.3.