

Snowflake Public Sector Reseller Access Terms (Non-USA)

Last Updated: December 12, 2023

THESE SNOWFLAKE PUBLIC SECTOR RESELLER ACCESS TERMS (NON-USA), 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 BETWEEN YOU AND THE RESELLER (“**RESELLER AGREEMENT**”) 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**” OR “**YOUR**”). 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.

NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THE AGREEMENT, 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 AND/OR THE AGREEMENT. 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.

1. Use of the Snowflake Offerings.

1.1. Service Provision and Access; Client Software. 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 Service by each of such Contractors or Affiliates is solely for the benefit of You or such Affiliates. You shall be responsible for each User’s compliance with these Access Terms, and acts or omissions by any User shall be deemed acts or omissions by You. You will comply with these Access Terms in connection with Your use of the Snowflake Offerings. 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 You install Client Software in connection with Your use of the Service, You and Your Users are granted a limited, non-transferable, non-sublicensable, non-exclusive license during the Subscription Term to use the object code form of the Client Software internally in connection with Your and Your Affiliate’s use of the Service, subject to the terms and conditions of these Access Terms and the Documentation.

1.2. Compliance with Applicable Laws. Snowflake will provide the Snowflake Offerings in accordance with its obligations under laws and government regulations applicable to Snowflake’s provision of such Snowflake Offerings to its customers generally, including, without limitation, those related to data privacy and data transfer, international communications, and the exportation of Snowflake Offerings, without regard to Your particular use of the Snowflake Offerings and subject to Your use of the Snowflake Offerings in accordance with these Access Terms.

1.3. 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 Snowflake Offerings (or any 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 as set forth in an SOW, as applicable) or in a service bureau or outsourcing offering; (b) use any Snowflake Offerings to provide, or incorporate any Snowflake Offerings (or any Deliverables, if applicable) into, any substantially similar cloud-based service(s) 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 the Service, 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 the Service; or (e) use any Snowflake Offerings in violation of the Acceptable Use Policy.

2. Customer Data.

2.1. Rights in Customer 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 operation of the Snowflake Service. You grant Snowflake and Snowflake Affiliates 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 therein, or as may be required by law or regulation.

2.2. Use Obligations.

a. In General. Your use of the Snowflake Offerings and all Customer Data, including sharing of Customer Data as allowed hereunder, will comply with applicable laws, government regulations, and any other legal requirements, including but not limited to any data localization or data sovereignty laws, regulations, any laws or regulations applicable to categories of data, and any other third-party legal requirements applicable to You. You are solely responsible for the accuracy, content and legality of all Customer Data. You warrant that You have and will continue to 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 in accordance with these Access Terms will not violate any laws or the rights of any third party.

b. HIPAA Data. You agree not to introduce to or process any HIPAA Data in the Service unless You have entered into a BAA with Reseller. If You are permitted to introduce to or process HIPAA Data in the Snowflake Service, then You may do so only by providing it as Customer Data to the editions of the Snowflake Service which are specifically designated for HIPAA Data in the Documentation. Upon execution of the BAA between You and Reseller, the BAA is incorporated by reference into the Agreement and is subject to its terms.

2.3. Data Privacy. To the extent applicable, Your Personal Data (as defined in the DPA) shall be processed in compliance with the DPA and You must comply with the DPA as “Customer” (as referenced therein). For the avoidance of doubt, Snowflake is processing your Personal Data as a Sub processor of Reseller. Notwithstanding anything to the contrary in the DPA, it is not an agreement between You and Snowflake. Any rights You have thereunder must be enforced through the Reseller in accordance with these Access Terms. For clarity, all references in the DPA to the “Agreement” as defined in the DPA shall mean the Agreement as defined above.

3. 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 these Access Terms. 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 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 the Snowflake Service (or any Deliverable, as applicable), except (if applicable) for the Client Software in object code format. Snowflake may freely use and incorporate any suggestions, comments or other feedback about the Snowflake Offerings voluntarily provided by You or Your Users into the Snowflake Technology.

4.2. Usage Data. Notwithstanding anything to the contrary in these Access Terms, Usage Data may be collected and used to develop, improve, support, and operate Snowflake’s products and services. Snowflake may not share any Usage Data that includes Your Confidential Information with a third party except: (a) in accordance with Section 5 (Confidentiality) of these Access Terms, or (b) to the extent the Usage Data is aggregated and anonymized such that You and Your Users cannot be identified.

4.3. Customer Reference. Snowflake and Reseller may identify You as a customer to other Snowflake customers or prospective customers, including for purposes of facilitating Customer-controlled data sharing hereunder. Without limiting the foregoing, 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. 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 (a) 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 (b) 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 are bound by obligations of confidentiality to or 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, regulation, court order or to comply with, maintain or uplevel its authorizations and certifications, including, without limitation, its U.S. government authorizations, to disclose Confidential Information, then Receiving Party shall, to the extent permitted, provide Disclosing Party with advance written notice and cooperate in any effort to obtain confidential treatment of the Confidential Information, without limitation, the opportunity to seek appropriate administrative or judicial relief. 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. If the Receiving Party is a Public Sector Entity and reasonably determines that it is required to disclose or otherwise release Snowflake Confidential Information pursuant to applicable information disclosure laws or regulations, then Snowflake shall have the opportunity to seek appropriate administrative or judicial relief.

6. **Effect of Termination; Retrieval of Customer 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 (“**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 the latter of: (a) the effective date of termination of the Agreement, or (b) the Retrieval Right period, if applicable, 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.
7. **Suspension of the Snowflake Offerings.** 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 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.
8. **Warranty.**
 - 8.1 **Service and Technical Services Warranty.** The Snowflake Service will operate in substantial conformity with the applicable Documentation 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 Limited Warranty, either Reseller or You may terminate the applicable Order Form or SOW (as applicable), and You, as Your sole remedy, will be entitled to receive a refund of any unused, prepaid fees for the applicable Service or Technical Services purchased thereunder. This Limited Warranty will not apply if the error or non-conformity was caused by: (a) Your misuse of the Service or Deliverables; (b) modifications to the Service or Deliverables by You or any third-party; (c) External Offerings; or (d) any services or hardware of Yours or any of Your third parties used by You in connection with the Service or Deliverables. 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.
 - 8.2 **Disclaimers; Limitations on Snowflake Liability.** EXCEPT FOR THE “LIMITED WARRANTY” SET FORTH 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, EXTERNAL OFFERINGS, AND ANY OTHER SOFTWARE OR SERVICES PROVIDED UNDER THESE ACCESS TERMS, ARE PROVIDED “AS IS” AND NEITHER SNOWFLAKE NOR RESELLER MAKE ANY 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. NEITHER SNOWFLAKE OR RESELLER WARRANT THAT THE USE OF ANY SNOWFLAKE OFFERINGS WILL BE UNINTERRUPTED OR ERROR-FREE, NOR DOES SNOWFLAKE OR RESELLER WARRANT THAT IT WILL REVIEW THE CUSTOMER DATA FOR ACCURACY. NOTWITHSTANDING ANYTHING TO THE CONTRARY, SNOWFLAKE WILL NOT BE LIABLE TO YOU FOR ANY LOSSES OR DAMAGES OF ANY KIND. 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.

9. Support and Availability. During the Subscription Term, You will be provided the level of support for the Snowflake Service set forth 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, the Support Policy is not an agreement between You and Snowflake. Any rights You have thereunder must be enforced through the Reseller in accordance with these Access Terms. For clarity, all references in the Support Policy to the agreement between Snowflake and Customer for the Service shall mean the Agreement as defined above.

10. Technical Services.

10.1. 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.

10.2. Assistance. You acknowledge that timely access to applicable Customer Materials, 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 during a Technical Services project.

10.3. Customer Materials. You hereby grant Reseller and Snowflake a limited right to use any 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. Customer Materials comprising Confidential Information will be subject to the confidentiality obligations in these Access Terms. You warrant that You have and will have sufficient rights in the Customer Materials to grant the rights to Reseller and Snowflake under these Access Terms and that Customer Materials will not violate any third-party rights.

10.4. 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 unless specifically required and noted in an SOW, and You will grant any such access 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, production or disaster recovery), (b) You will not grant access to any Customer Data that is unencrypted or contains sensitive data, including without limitation, any personal data, credit card or other financial account information, or protected health information, and (c) anyone accessing the Customer Data is legally permitted to do so. To the extent access to Customer Data is granted, unless otherwise specified in an SOW, 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 resource that requires access to Customer Data, and these credentials will be solely managed by You.

10.5. 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. Subject to the terms and conditions of these Access Terms (including the restrictions in Section 1.3 (General Restrictions)), 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 valid access to the Snowflake Service.

10.6. 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. Neither party is bound by changes to an SOW unless the parties have entered into a Change Order with respect thereto. Reseller may use subcontractors to deliver Technical Services but will remain responsible for their performance of those Technical Services under the applicable terms and conditions of the Agreement. For clarity, You will be responsible for any consumption and other fees for the Snowflake Service that are generated as part of the Technical Services.

11. Indemnification.

11.1. Indemnification by Reseller. Reseller will defend You against any claim by a third-party alleging that the Service or any 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 any prepaid unused fees for the applicable Service or Deliverable. The foregoing indemnification obligation of Reseller will not apply to the extent the applicable claim is attributable to: (i) the modification of the Service or Deliverable by any party other than Snowflake or based on Your specifications or requirements; (ii) the combination of the Service or Deliverable with products or processes not provided by Snowflake; (iii) any use of the Service or Deliverables in non-conformity with these Access Terms; or (iv) 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.

11.2. Indemnification by Non-Public Sector Entity. Where You are not a Public Sector 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 Reseller from and against any damages and costs awarded against Reseller or agreed in settlement by You (including reasonable attorneys' fees) resulting from such claim.

11.3. Your Representations and Warranties. Where You are a Public Sector Entity, then to the extent that any indemnity or limitation of liability obligation set forth in this Section 11 or in any document referenced herein and/or appended hereto, is deemed unlawful, it shall not apply. In lieu of such indemnity obligation(s), You hereby agree to provide a warranty of the subject matter covered in such applicable indemnity section. Specifically, without limitation, 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.

11.4. Procedures. In the event of a potential indemnity obligation under this Section 11, the indemnified party will: (a) promptly notify the indemnifying party in writing of the claim, (b) allow the indemnifying 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 (c) upon request of the indemnifying party, provide all necessary cooperation at the indemnifying party's expense. Failure by the indemnified party to notify the indemnifying party of a claim under this Section shall not relieve the indemnifying party of its obligations under this Section. However, the indemnifying party shall not be liable for any litigation expenses the indemnified party incurred before such notice was given, or for any damages and/or costs resulting from any material prejudice caused by the delay or failure to provide notice to the indemnifying party in accordance with this Section. The indemnifying party may not settle any claim that would bind the indemnified 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 indemnified party, without the indemnified party's prior written consent, such consent not to be unreasonably withheld, conditioned, or delayed. Any indemnification obligation under this Section will not apply if the indemnified party settles or makes any admission with respect to a claim without the indemnifying party's prior written consent.

12. 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, COVER COSTS, 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 TWELVE (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 AMOUNT ACTUALLY PAID OR PAYABLE TO RESELLER IN THE PRIOR TWELVE (12) MONTHS UNDER THE APPLICABLE ORDER FORM(S) OR SOW TO WHICH SUCH LIABILITY RELATES ("**DATA PROTECTION CLAIMS 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 THE "GENERAL LIABILITY CAP" AND THE "DATA PROTECTION CLAIMS CAP," 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 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 SHALL APPLY, ON AN AGGREGATE BASIS, ACROSS THE AGREEMENT AND ANY AND ALL SEPARATE AGREEMENT(S) GOVERNING USE OF THE "SNOWFLAKE OFFERINGS" ENTERED INTO BETWEEN RESELLER AND YOU OR ANY OF YOUR "AFFILIATES".

13. General Terms.

13.1. Severability; Interpretation; Conflicts. 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 interpretation of these Access Terms. Except for the Acceptable Use Policy, the DPA, the Offering-Specific Terms, the Security Addendum and the Support Policy, each of which shall govern solely with respect to the subject matter therein, these Access Terms govern and control in the event of a conflict with any other ancillary documents or provisions applicable to the Snowflake Offerings, unless otherwise expressly agreed in writing by the parties.

13.2 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. Notwithstanding the foregoing, Optional Offerings may be made available for Your use in Your sole discretion. Snowflake may change and update the Snowflake Service (in which case Snowflake may update the applicable Documentation accordingly) provided that the overall functionality of the Snowflake Service 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.

13.3 Export Control. Each party agrees to comply with all export and import laws and regulations, including without limitation, those of the United States applicable to such party in connection with its respective provision or use of the Service under these Access Terms. Without limiting the foregoing, You represent and warrant that You: (a) are not listed on, or majority-owned by any entity listed on, any U.S. government list of prohibited or restricted parties; (b) are not located in (or a national of) a country that either is subject to a U.S. government embargo or has been designated by the U.S. government as a "state sponsor of terrorism"; (c) will not (and will not permit any third parties to) access or use the Service in violation of any U.S. export embargo, prohibition or restriction, and (d) will not submit to the Service any information that is controlled under the U.S. International Traffic in Arms Regulations.

13.4 U.S. Government Terms.

(a) Federal Government End Use Provisions. To the extent You are an agency of or otherwise represent the United States federal government, (i) You hereby agree that the Service qualifies as a "commercial product" as defined by FAR Part 2.101 or the state law corollary, and (ii) the Snowflake Offerings, including all related software and, to the extent applicable the Snowflake Technology, are provided for ultimate federal government end use and are made available solely in accordance with the following: 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 the United States Federal Acquisition Regulation ("**FAR**") section 12.211 (Technical Data) and FAR section 12.212 (Software) and, for Department of Defense transactions, the United States Defense Federal Acquisition Regulation Supplement ("**DFARS**") section 252.227-7015 (Technical Data Commercial Items) and DFARS section 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 Reseller 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.

(b) U.S. SnowGov Region Access Terms. Certain Snowflake deployments are made available for use by U.S. government customers and for customers who have workloads that are subject to the United States Traffic in Arms Regulations or other U.S. government workload compliance requirements, as set forth in the Documentation at <https://docs.snowflake.com/en/user-guide/intro-regions.html> (“**U.S. SnowGov Region**”). If You elects to use the Service in the U.S. SnowGov Region, Your use of and access to the Service in such U.S. SnowGov Region is, in addition to these Access Terms, subject to the Snowflake U.S. SnowGov Region Access Terms (as defined below). You shall be deemed to have accepted said U.S. SnowGov Region Access Terms 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 Snowflake U.S. SnowGov Region Access Terms, the terms of the Snowflake U.S. SnowGov Access Terms shall apply with respect to Your access and use of U.S. SnowGov Region. Notwithstanding anything to the contrary in the Snowflake U.S. SnowGov Region Access Terms, the Snowflake U.S. SnowGov Region Access Terms 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 these Access Terms.

(c) U.S. Government Commercial Compliance Access Terms Addendum. Certain Snowflake deployments outside of the U.S. SnowGov Region are made available for your use that support your compliance with certain U.S. government workload compliance requirements, as set forth in the Documentation at <https://docs.snowflake.com/en/user-guide/intro-regions.html> (the “**U.S. Government-Authorized Commercial Regions**”). If You elect to use the Service in any such U.S. Government-Authorized Commercial Regions, Your use of and access to the Service in such U.S. Government-Authorized Commercial Regions is subject to the additional Snowflake U.S. Government Commercial Compliance Access Terms Addendum (as defined below). You shall be deemed to have accepted said Snowflake U.S. Government Commercial Compliance Access Terms Addendum upon Your use of the Snowflake Service in any U.S. Government-Authorized Commercial Region. Where there is any conflict between the terms and conditions of these Access Terms and the Snowflake U.S. Government Commercial Compliance Access Terms Addendum, the terms of the Snowflake U.S. Government Commercial Compliance Access Terms Addendum shall apply with respect to Your access and use of U.S. Government-Authorized Commercial Regions. Notwithstanding anything to the contrary in the Snowflake U.S. Government Commercial Compliance Access Terms Addendum, the Snowflake U.S. Government Commercial Compliance Access Terms Addendum is not an agreement (separate or otherwise) between You and Snowflake. Any rights You have thereunder must be enforced through the Reseller in accordance with these Access Terms.

14. Definitions.

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

“**Account**” means Your account in the applicable Service in which You store and process Customer Data.

“**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 in this definition, “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.

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

“**Client Software**” is any desktop client software that is made available to You for installation on Users’ computers to be used in connection with the applicable Snowflake Service.

“**Confidential Information**” means all information that is identified as confidential at the time of disclosure by the Disclosing Party or reasonably should be 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, however, include information that the Receiving Party can demonstrate: (a) was rightfully in its possession or known to it prior to receipt of the Confidential Information; (b) 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.

“**Contractor**” means Your independent contractors and consultants.

“**Customer Data**” means any data or data files of any type that are uploaded by or on behalf of You for storage or processing in the Snowflake Service.

“**Customer Materials**” means any materials provided to Snowflake in connection with Technical Services.

“Data Protection Claims” means any claims arising from a party’s breach of Section 2.3 (Data Privacy), Section 3 (Security), Section 5 (Confidentiality) and/or the BAA (if any), where such breach results in the unauthorized disclosure of Customer Data, or breach of Section 2.2 (Use Obligations).

“Data Protection Claims Cap” is defined in Section 12 (Limitation of Remedies and Damages).

“Deliverables” means the guides, code (including SQL queries) or other deliverables that Snowflake provides in connection with Technical Services, but excludes any compilers, assemblers, interpreters, or similar tools Snowflake may use to develop Deliverables.

“Documentation” means Snowflake’s technical documentation and usage guides expressly designated by Snowflake as applicable to the at <https://docs.snowflake.net>.

“DPA” means the Snowflake Data Processing Addendum available at www.snowflake.com/legal-gov (or such successor URL as may be designated by Snowflake).

“Excluded Claims” means obligations or claims based on: (a) a party’s breach of its obligations in Section 5 (Confidentiality) (but excluding obligations and claims relating to Customer Data); (b) either party’s express obligations under Section 11 (Indemnification); and/or (c) liability which, by law, cannot be limited (e.g., tort claims for gross negligence and intentional misconduct).

“External Offerings” means separate or third-party data, databases, services, offerings or applications that are independent from, but interoperate with the Service, and may be procured or used by You. For clarity, External Offerings are subject to separate terms, and Snowflake has no liability with respect thereto under these Access Terms.

“FAR”, “DFARS” and “U.S. SnowGov Region” are respectively as defined in Section 13.4 (U.S. Government Terms).

“General Liability Cap” is defined in Section 12 (Limitation of Remedies and Damages).

“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 or any similar U.S. federal or state laws, rules or regulations.

“Offering-Specific Terms” means the Offering-Specific Terms located at <https://www.snowflake.com/legal> that supplement these Access Terms (e.g., customer-controlled data sharing, Previews), or form an independent agreement (e.g., External Offerings), as indicated in the applicable Offering-Specific Terms.

“Optional Offerings” means optional features, functionality, or other offerings that You may use in connection with or as part of the Service, subject to the applicable Offering-Specific Terms.

“Order Form” means the ordering document (and/or SOW, if applicable) governed by the Agreement that is signed by You and Reseller that specifies the Snowflake Offerings to be provided to You.

“Personal Data” shall have the meaning set forth in the DPA.

“Public Sector Entity” is an agency, organization, or other entity that is within (or is majority publicly funded, owned, managed, or controlled by): (i) any country’s government at any level; (ii) a quasi-government entity (such as the World Bank); (iii) an international governing/regulatory body (such as an EU institution); or (iv) a majority publicly funded institution (such as a college, university, or hospital).

“Preview(s)” means products, features, services, software, regions or cloud providers that Snowflake does not yet make generally available, e.g., those that are labeled as “private preview,” “public preview,” “pre-release” or “beta.”

“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, which Snowflake may delete or require You to cease using at any time upon advance notice.

“Security Addendum” means the Snowflake Security Addendum located at 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 the generally available software-as-a-service offering hosted by or on behalf of Snowflake, as described in the Documentation and set forth in an Order Form.

“Snowflake Technology” means the Service, Documentation, Client Software, Deliverables, and any and all related and underlying technology and documentation in any Snowflake Offerings; and any derivative works, modifications, or improvements of any of the foregoing.

“Snowflake U.S. Government Commercial Compliance Access Terms Addendum” means the Snowflake U.S. Government Commercial Compliance Access Terms Addendum located at <https://www.carahsoft.com/snowflake/contracts/access-terms> or successor website.

“Snowflake U.S. SnowGov Region Access Terms” means the Snowflake U.S. SnowGov Region Access Terms located at <https://www.carahsoft.com/snowflake/contracts/access-terms> or successor website.

“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 that is governed by the Agreement.

“Subscription Term” means the period of time during which You are authorized to access the relevant Snowflake Offering(s), as specified in the applicable Order Form.

“Support Policy” means the Snowflake Support Policy and Service Level Agreement located at www.snowflake.com/legal-gov or (or such successor URL as may be designated by Snowflake).

“Technical Services” means the consulting, configuration or other professional services provided to You under an Order Form or Statement of Work.

“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 Snowflake Service by You or on Your behalf, including, as applicable, any of Your and Your Affiliates’ Contractors.