



## Snowflake U.S. SnowGov Region Access Terms

**Last Updated:** August 16, 2023

These Snowflake U.S. SnowGov Region Access Terms (“**U.S. SnowGov Region Access Terms**”) supplement, as applicable, the Snowflake U.S. Public Sector Reseller Access Terms or such other terms and conditions that govern Your use of the Snowflake Offerings (“**Use Terms**”) entered into by and between you and an authorized Snowflake Reseller (“**Reseller**”), and apply with respect to Your use of the Snowflake Offerings in a U.S. SnowGov Region. These U.S. SnowGov Region Access Terms take effect as of the effective date of the relevant Reseller ordering document or Your first use of the Service in any U.S. SnowGov Region(s), whichever date occurs first. All capitalized terms not otherwise defined in these U.S. SnowGov Region Terms shall have the meanings ascribed to such terms in the Use Terms, the relevant Reseller ordering document or the Documentation. These U.S. SnowGov Region Terms may be updated by Reseller from time to time upon reasonable notice (which may be provided through the Service by Snowflake or by posting an updated version of these U.S. SnowGov Region Terms). You represent and warrant that you are authorized to bind the business, government entity, or government agency, on whose behalf you are accepting these U.S. SnowGov Region Access Terms (such entity hereinafter, “**You**”, “**Your**”, or “**you**”). The rights granted under these U.S. SnowGov Region Access Terms are expressly conditioned upon such authority and acceptance.

### 1. **NEW DEFINED TERMS.** The following new defined terms are added to the Use Terms:

- 1.1. “**Classified Data**” means data that has been classified by the U.S. government as “Confidential,” “Secret,” or “Top Secret” as defined in Executive Order 13526, Section 1.2a, or as otherwise deemed by the U.S. government to require special clearance for use, access, or maintenance.
- 1.2. “**Criminal Justice Information**” or “**CJI**” has the meaning used in the Criminal Justice Information Services Security Policy.
- 1.3. “**DFARS 7010**” means Defense Federal Acquisition Regulation Supplement 252.239-7010.
- 1.4. “**DFARS 7012**” means Defense Federal Acquisition Regulation Supplement 252.204-7012.
- 1.5. “**FedRAMP**” means the Federal Risk and Authorization Management Program.
- 1.6. “**Federal Tax Information**” or “**FTI**” has the meaning as used in Internal Revenue Service Publication 1075, Tax Information Security Guidelines for Federal, State, and Local Agencies.
- 1.7. “**ITAR**” means the International Traffic in Arms Regulations (22 C.F.R. Subpart M).
- 1.8. “**State Authorizing Programs**” means any U.S. state or state-sponsored independent cloud computing risk and authorization management program (e.g., StateRAMP and TX-RAMP) that has authorized the Service when hosted in the U.S. SnowGov Region, as detailed in the Documentation.
- 1.9. “**U.S. Government Contractor**” means a commercial entity that is required to process data provided by a U.S. Government Customer to perform a prime contract or subcontract with or for such entity.
- 1.10. “**U.S. Person**” has the meaning used in 22 C.F.R. § 120.62.
- 1.11. “**U.S. Government Customer**” means a Snowflake Customer that is: (i) a U.S. Federal, state, or local government entity; and/or (ii) a tribal government entity.
- 1.12. “**U.S. SnowGov Account**” means Your Account when hosted in the U.S. SnowGov Region.
- 1.13. “**U.S. SnowGov Region**” means Snowflake’s Microsoft Azure Government (US Gov Virginia or successor designation) deployment (“**SnowGov Azure Deployment**”), Snowflake’s Amazon Web Services GovCloud (US Gov West 1 or successor designation) deployment, and other Snowflake deployments that are expressly designated by Snowflake for use by U.S. Government Customers and U.S. Government Contractors, as set forth in the Documentation.
- 1.14. “**U.S. SnowGov Security Program**” is defined in Section 5 of these Terms.

### 2. **SCOPE.** Notwithstanding anything to the contrary in these U.S. SnowGov Region Access Terms and/or the Use Terms, 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 Service, the Use Terms, and/or these U.S. SnowGov Region Terms. These U.S. SnowGov



Region Access Terms apply to Your use of and access to the Service under the applicable Use Terms when hosted in any U.S. SnowGov Region. 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.

### 3. AUTHORIZED CUSTOMERS.

**3.1. U.S. Government Customer and U.S. Government Contractor Use.** Use of and access to the Service when hosted in the U.S. SnowGov Region is limited to U.S. Government Customers and U.S. Government Contractors. If You are a U.S. Government Contractor, You shall only provision and use Your U.S. SnowGov Account(s) in fulfillment of Your contract(s) with a U.S. Government Customer.

**3.2. Exception.** Snowflake may, in its sole discretion, expressly permit a customer that is not a U.S. Government Customer or U.S. Government Contractor to use and access the Service when hosted in the U.S. SnowGov Region. To the extent this applies to You, You understand and agree that Your use of and access to the Service when hosted in the U.S. SnowGov Region may, upon notice, be modified or terminated: (i) in order for Snowflake to comply with FedRAMP or State Authorizing Programs (or their successors); (ii) in order for Snowflake to maintain its existing authorizations (or successor or equivalent authorizations) or to obtain a new or higher authorization, certification or compliance level; (iii) as directed or required by the underlying cloud service provider; and/or (iv) as required by applicable laws and regulations.

**3.3. Prohibited Use.** Use of and access to the Service when hosted in the U.S. SnowGov Region other than in accordance with Sections 3.1 and 3.2 is strictly prohibited. Any such use shall be deemed a breach of these U.S. SnowGov Region Access Terms and the Use Terms and Reseller reserves the right to immediately terminate all such unauthorized use.

### 4. Workloads. Notwithstanding any provision to the contrary in the Use Terms, but expressly subject to these U.S. SnowGov Region Terms:

**4.1.** You may upload Customer Data that is subject to FedRAMP, State Authorizing Programs, or ITAR in Your U.S. SnowGov Account(s), so long as such U.S. SnowGov Account is within a deployment in the U.S. SnowGov Region that supports such standard(s), as detailed in the Documentation;

**4.2.** You may only upload Customer Data that: (i) is subject to DFARS 7010 or DFARS 7012, or (ii) qualifies as CJI or FTI into Your U.S. SnowGov Account(s) after You have given Reseller prior written notice, Reseller has consented, and the parties have agreed to any additional terms and conditions required by Reseller (with Reseller's agreement to such terms and conditions serving as such consent);

**4.3.** You may not place any Classified Data in Your U.S. SnowGov Account(s); and

**4.4.** You will be solely responsible for sanitization costs incurred by Snowflake and its subcontractors, without application of any limitation of liability or damages caps in the Use Terms, if You introduce Customer Data that: (i) qualifies as Classified Data, CJI or FTI; (ii) is subject to DFARS 7010 or DFARS 7012; or (iii) is otherwise prohibited by the Security Addendum into Your U.S. SnowGov Account(s) or use the Service in connection with such data in violation of the Use Terms and these U.S. SnowGov Region Terms.

### 5. Reseller Obligations. Snowflake maintains and provides through the Reseller a documented security program for the U.S. SnowGov Region under which Snowflake has implemented and maintains administrative, physical, and technical safeguards designed to protect the confidentiality, integrity, and availability of the Service and Customer Data in accordance with the Security Addendum (the "U.S. SnowGov Security Program").

**5.1.** Snowflake has obtained certain U.S. Federal and/or state government authorizations for the Service when hosted in the U.S. SnowGov Region (e.g., FedRAMP and the State Authorizing Programs), as further detailed in the Security Addendum and/or Documentation. Reseller will ensure that Snowflake uses commercially reasonable efforts to maintain its authorizations in effect as of the Effective Date (or successor or equivalent authorizations, as reasonably determined by Snowflake) at the current or a higher authorization level, provided that You are using the Service pursuant to these U.S. SnowGov Region Access Terms in the U.S. SnowGov Region.

**5.2.** As part of the U.S. SnowGov Security Program, Snowflake: (i) limits its access to the U.S. SnowGov Region to Snowflake personnel (including employees and subcontractors) that are U.S. Persons located in the U.S.



or are otherwise expressly authorized to access ITAR data by the U.S. government; and (ii) uses commercially reasonable efforts to provide at least the same level of protection as required by its U.S. Federal and/or state government authorizations in effect as of the Effective Date (or successor or equivalent authorizations, as reasonably determined by Snowflake).

## 6. Your Obligations - Snowflake Service Hosted in the SnowGov Azure Deployment.

- 6.1. For You to use a U.S. SnowGov Account hosted in the SnowGov Azure Deployment, You must comply with Microsoft requirements by seeking approval from Microsoft through the Microsoft Government validation process (currently available at: <https://azure.microsoft.com/en-us/global-infrastructure/government/request/?ReqType=General>). You must obtain Microsoft's written approval of eligibility before Your creation of a U.S. SnowGov Account hosted in the SnowGov Azure Deployment and You are required to provide evidence to Reseller's reasonable satisfaction to support Your compliance with this Section.
- 6.2. Notwithstanding anything to the contrary in the Use Terms (or specifically the DPA), while Your U.S. SnowGov Account in the SnowGov Azure Deployment may be configured by You to support compliance with certain non-U.S. laws, such as the EU's General Data Protection Regulation, any terms in the Use Terms or DPA regarding Your compliance with non-U.S. laws will not apply to Your use of Your U.S. SnowGov Account in the SnowGov Azure Deployment.
- 6.3. Notwithstanding anything to the contrary in the Use Terms, except for Excluded Claims and claims arising from Section 4.4 above, each party's aggregate maximum liability in connection with these U.S. SnowGov Region Access Terms shall not exceed the total amount You have consumed in Your U.S. SnowGov Account in the SnowGov Azure Deployment during the twelve (12) months preceding the relevant claim. In no event will either party be liable for indirect, incidental, special, punitive, or consequential damages, or for loss of use, loss of business information, loss of revenue, or interruption of business, however caused or on any theory of liability.

## 7. Your Obligations Generally - Snowflake Service Hosted in the U.S. SnowGov Region.

- 7.1. You represent, warrant, and agree that You: (i) are a U.S. Person; (ii) are opening the U.S. SnowGov Account on behalf of an entity that is a U.S. Person; (iii) are either a U.S. Government Customer or a U.S. Government Contractor; and (iv) will only assign Your employee or Contractor who is a U.S. Person as Your U.S. SnowGov Account administrator. You agree that Reseller may require You to produce evidence of compliance with the foregoing requirements in order to use and access the Service when hosted in the U.S. SnowGov Region.
- 7.2. You represent and warrant that You are not subject to U.S. export restrictions or sanctions and are not suspended or debarred from contracting with any U.S. governmental entities. You will ensure that Your use of the Service in the U.S. SnowGov Region complies with applicable U.S. export control laws, including properly managing: (i) access to the U.S. SnowGov Account; (ii) application of appropriate encryption safeguards; and (iii) the movement of Customer Data outside of the U.S. SnowGov Region (including through the use of replication or data sharing features). You will, if required by ITAR, have and maintain a valid Directorate of Defense Trade Controls registration and effective compliance program to ensure compliance with ITAR. If requested by Reseller, You agree to provide Reseller with documentation and cooperation to verify the accuracy of the representations and warranties set forth in Sections 7.1, 7.2 and 7.3.
- 7.3. The Documentation explains how the Service operates in the U.S. SnowGov Region, including the availability and operation of certain Service features. For example, certain Usage Data may leave the U.S. SnowGov Region. You are responsible for reading, understanding, and complying with the Documentation.
- 7.4. As described in the Documentation, You may have the ability to turn off features when using the Service in the U.S. SnowGov Region. Disabling or turning off such features may impact the functionality and/or performance of the Service.

8. **Support.** Snowflake support for U.S. SnowGov Accounts that requires access to unencrypted Customer Data associated with a U.S. SnowGov Account will be provided by persons who are U.S. Persons located in the U.S. or who have been expressly authorized to access ITAR and CUI data by the U.S. government, provided that You submit support requests through a support ticket and indicate in such support ticket that You have a U.S. SnowGov



Account or You contact Snowflake support at +1-888-239-6019. Notwithstanding anything in the Support Policy to the contrary, You may not submit support requests, including security-related questions or concerns, via email or other phone, if You require support to be provided by persons who are lawfully permitted to access ITAR data.

## 9. Miscellaneous.

- 9.1. Term.** These U.S. SnowGov Region Access Terms are effective as of the Effective Date and will remain in effect for so long as You are using the Service in the U.S. SnowGov Region, unless terminated earlier in accordance with the Use Terms. These U.S. SnowGov Region Access Terms and/or any access to the U.S. SnowGov Region may be immediately terminated if You cease to meet applicable eligibility requirements for any deployment in the U.S. SnowGov Region.
- 9.2. Assignment.** Notwithstanding anything to the contrary in the Use Terms: (i) You may not assign these U.S. SnowGov Region Access Terms without the advance written consent of Reseller.
- 9.3. Severability; Interpretation.** If a court of competent jurisdiction holds any provision of these U.S. SnowGov Region Access Terms to be unenforceable or invalid, that provision will be limited to the minimum extent necessary so that these U.S. SnowGov Region Access Terms will otherwise remain in effect. Section headings are inserted for convenience only and shall not affect the construction of these U.S. SnowGov Region Terms.
- 9.4. Entire Agreement; Conflict.** These U.S. SnowGov Region Terms, together with the Use Terms (as may be amended in accordance with its terms), are the complete and exclusive statement of the mutual understanding of the parties and supersede and cancel all previous written and oral agreements and communications relating to the subject matter of these U.S. SnowGov Region Terms. Except as specifically set forth in these U.S. SnowGov Region Terms, all terms and conditions of the Use Terms remain in full force and effect. In the event of any conflict between these U.S. SnowGov Region Access Terms and the Use Terms, these U.S. SnowGov Region Access Terms will control with respect to the subject matter herein. 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.