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# SNOWFLAKE TERMS OF SERVICE

Last Updated: January 28, 2026 | [Previous Versions](#)

BY INDICATING YOUR ACCEPTANCE OF THIS AGREEMENT OR ACCESSING OR USING ANY SNOWFLAKE OFFERINGS, YOU ARE ACCEPTING ALL OF THE TERMS AND CONDITIONS OF THIS AGREEMENT, INCLUDING THE BINDING ARBITRATION TERMS SET FORTH IN SECTION 13.3(b) (U.S. CUSTOMER) BELOW FOR U.S. CUSTOMERS. IF YOU DO NOT AGREE TO THESE TERMS AND CONDITIONS, YOU MAY NOT USE ANY SNOWFLAKE OFFERINGS. YOU AGREE THAT THIS AGREEMENT IS ENFORCEABLE LIKE ANY WRITTEN AGREEMENT SIGNED BY YOU.

IF YOU ARE USING ANY SNOWFLAKE OFFERINGS AS AN EMPLOYEE, CONTRACTOR, OR AGENT OF A CORPORATION, PARTNERSHIP OR SIMILAR ENTITY, THEN YOU MUST BE AUTHORIZED TO SIGN FOR AND BIND SUCH ENTITY IN ORDER TO ACCEPT THE TERMS OF THIS AGREEMENT, AND YOU REPRESENT AND WARRANT THAT YOU HAVE THE AUTHORITY TO DO SO. THE RIGHTS GRANTED UNDER THIS AGREEMENT ARE EXPRESSLY CONDITIONED UPON ACCEPTANCE BY SUCH AUTHORIZED PERSONNEL.

## AGREEMENT

These Snowflake Terms of Service ("**Agreement**") are entered into by and between Snowflake (see Section 14 for this and other capitalized defined terms) and the entity or person (other than a Reseller) placing an order for, or accessing, any Snowflake Offerings ("**Customer**" or "**you**"). This Agreement consists of the terms and conditions set forth below and any ancillary documents (e.g., attachments, addenda, exhibits) expressly referenced as part of the Agreement, and any Order Forms that reference this Agreement.

The "**Effective Date**" of this Agreement is the date which is the earlier of (a) Customer's initial access to any Snowflake Offering (a) or (b) the effective date of

Modifications to this Agreement, or any other terms, conditions, or policies, as otherwise specified by Snowflake in its current Subscription Terms. This Agreement goes into effect when this Agreement goes into effect. Changes through communication are required to click to accept the current Subscription Term or upon accessing any Snowflake Offering a Customer's acceptance of

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Customer for the Subscription Term solely for use by Customer and its Users in accordance with the terms and conditions of this Agreement, the Documentation, and the Order Form. Customer may permit its Contractors and Affiliates to serve as Users provided that any use of the Service by each such Contractor or Affiliate is solely for the benefit of Customer or such Affiliate.

Customer shall be responsible for each User's compliance with this Agreement, and acts or omissions by any User shall be deemed acts by Customer. To the extent Customer installs Client Software in connection with its use of the Service, Snowflake grants to Customer and its Users 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 Customer's and its Affiliates' use of the Service, subject to the terms and conditions of this Agreement and the Documentation.

**1.2. Affiliates.** Customer Affiliates may purchase Snowflake Offerings from Snowflake or an Authorized Snowflake Affiliate, as applicable, by executing an Order Form which is governed by the terms of this Agreement. This will establish a new and separate agreement between the Customer Affiliate and the Snowflake entity signing such Order Form. If the Customer Affiliate resides in a different country than Customer, then the Order Form may include modifications to terms applicable to the transaction(s) (including, but not limited to, tax terms and governing law).

**1.3. 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 Customer's particular use of the Snowflake Offerings and subject to Customer's use of the Snowflake Offerings in accordance with this Agreement.

**1.4. General Restrictions.** Customer will not (and will not permit any third party to): (a) sell, rent, lease, license, distribute, provide access to, sublicense, or otherwise make available the Service (or any Deliverables, if applicable) to a third party (except as set forth in the Documentation for Service features expressly intended to enable Customer to provide its third parties with access to Customer Data, or offering; (b) use the cloud-based service or otherwise seek to use the Service to the extent expressly permitted by Snowflake); (d) remove or use any Snowflake

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## 2. Customer Data

**2.1. Rights in Customer Data.** Customer shall retain all title and interest (including intellectual property rights) in and to the data and any modifications made thereto in the course of operation of the Service, subject to the



service or technical problems therein, or as may be required by law.

## 2.2. Use Obligations.

**(a) In General.** Customer's use of the Snowflake Offerings and all Customer Data 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, and any other third-party legal requirements applicable to Customer. Customer is solely responsible for the accuracy, content and legality of all Customer Data. Customer warrants that Customer has and will have sufficient rights in the Customer Data to grant the rights to Snowflake under this Agreement and that the processing of Customer Data by Snowflake in accordance with this Agreement will not violate any laws or the rights of any third party.

**(b) HIPAA Data.** Customer agrees not to process any HIPAA Data in the Service unless Customer has entered into a BAA with Snowflake. Unless a BAA is in place, Snowflake will have no liability under this Agreement for HIPAA Data, notwithstanding anything to the contrary in this Agreement or in HIPAA or any similar federal or state laws, rules or regulations. If Customer is permitted to process HIPAA Data in the Service, then Customer may process HIPAA Data in the Service only by providing it as Customer Data. Upon mutual execution of the BAA, the BAA is incorporated by reference into this Agreement and is subject to its terms.

**2.3. Data Privacy.** The parties shall comply with the DPA.

**3. Security.** The parties shall comply with the Security Addendum.

## 4. Intellectual Property

**4.1. Snowflake Technology.** Customer agrees 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 this Agreement, all other rights in the Snowflake Technology are reserved to Snowflake or its suppliers. Customer. Further, Snowflake warrants that the Snowflake Technology is free from any third-party claims, litigation, solution, and that Customer's use of the Snowflake Technology in the Service, except for the Snowflake Technology, will not infringe any third-party rights. Customer may freely use and incorporate the Snowflake Technology into its own products and services, and may offer the Snowflake Offerings voluntarily or as part of its own offerings.

**4.2. Usage Data.** Snowflake may collect and use Usage Data to improve the Snowflake Offerings. Snowflake may not disclose Usage Data to a third party except as necessary to the extent the Usage Data is required by law. Usage Data cannot be identified.

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Customer's name, logo, trademarks, and service marks on Snowflake's website and in Snowflake's marketing materials in connection with identifying Customer as a customer of Snowflake. Upon Customer's written request, Snowflake will promptly remove any such marks from Snowflake's website and, to the extent commercially feasible, Snowflake's marketing materials.

**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**") for any purpose outside the scope of this 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 this Agreement and who are bound by obligations of confidentiality to the Receiving Party containing protections not materially less protective of the Confidential Information than those herein. If Receiving Party is required by law, regulation or court order to disclose Confidential Information, then Receiving Party shall, to the extent legally permitted, provide Disclosing Party with advance written notice and cooperate in any effort to obtain confidential treatment of the Confidential Information including, 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.

## 6. Fees and Payment; Taxes; Payment Disputes

**6.1. Fees and Payment.** All Fees and payment terms are as set forth in the applicable Order Form. Except as expressly set forth in this Agreement and to the extent permitted by law, all payment obligations are non-cancelable and Fees are non-refundable. If Customer issues a purchase order upon entering into an Order Form, then: (i) any such purchase order submitted by Customer is for its internal purposes only, and Snowflake rejects, and in the future is deemed to have rejected, any purchase order terms to the extent they add to or conflict in any way with this Agreement or the applicable Order Form and such additional or conflicting terms will have no effect; (ii) it shall be without limitation total Fees owing under the purchase order; and (iii) if Customer provides an invoice to Snowflake, Snowflake will, as updated by Customer, use the applicable Order Form platform for invoicing to facilitate the same, hereunder; and (ii) without out-of-pocket cost, Snowflake will promptly reimburse

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responsible under this section, Snowflake will invoice Customer and Customer will pay that amount unless Customer provides Snowflake with a valid tax exemption certificate authorized by the appropriate taxing authority. Taxes will not be deducted from payments to Snowflake, except as required by applicable law, in which case Customer will increase the amount payable as necessary so that, after making all required deductions and withholdings, Snowflake receives and retains (free from any liability for Taxes) an amount equal to the amount it would have received had no such deductions or withholdings been made. Upon Snowflake's request, Customer will provide to Snowflake its proof of withholding tax remittance to the respective tax authority. Where applicable, Customer will provide its VAT/GST Registration Number(s) on the Order Form to confirm the business use of the purchased services.

**6.3. Payment Disputes.** Snowflake will not exercise its rights under Section 7.2 (Termination for Cause) or Section 7.5(a) (Suspension of the Snowflake Offerings) with respect to non-payment by Customer in the event of a Payment Dispute. If the parties are unable to resolve such Payment Dispute within thirty (30) days, each party shall have the right to seek any remedies it may have under this Agreement, at law or in equity, irrespective of any terms that would limit remedies on account of a dispute. For clarity, any undisputed amounts must be paid in full.

**6.4. Reseller Orders.** Customer may procure certain Snowflake Offerings through a Reseller pursuant to a Reseller Arrangement. Snowflake will only be obligated to provide the Snowflake Offerings to Customer in connection with a Reseller Arrangement if Snowflake and Reseller have executed an Order Form for such purchase. Customer acknowledges and agrees that, solely in connection with the purchase by Customer through a Reseller Arrangement: (a) Snowflake may share information with Reseller related to Customer's use and consumption of the Snowflake Offerings; (b) notwithstanding anything to contrary in this Agreement, references to "Customer" in each of the defined terms "Fees" and "Order Form" in this Agreement shall be replaced with "Reseller," and all payments of fees, refunds and credits, if any, are payable by or to the Reseller; (c) this Agreement governs Customer's use of the Snowflake Offerings, notwithstanding anything to the contrary in the Reseller Arrangement; and (d) Reseller is not authorized to make any changes to this Agreement or otherwise authorized to make any warranties, representations, promises or commitments on behalf of Snowflake or in any way concerning the Snowflake Offerings.

## 7. Term and Termination

**7.1. Term.** This Agreement is terminated in accordance with the terms herein or in this Agreement.

**7.2. Termination for**  
Order Forms) if the

failure to pay Fees) within thirty (30) days after written notice (without limiting Section 6.3

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sixty (60) days (to the extent such termination is not prohibited by law). Except where an exclusive remedy is specified, the exercise by either party of any remedy under this Agreement, including termination, will be without prejudice to any other remedies it may have under this Agreement, by law or otherwise. For any termination of this Agreement by Customer for cause in accordance with Section 7.2(a), Customer shall be entitled to a refund of any prepaid unused Fees for the Service purchased hereunder.

**7.3. Effect of Termination; Customer Data Retrieval.** Upon written notice to Snowflake, Customer will have up to thirty (30) calendar days from termination or expiration of this Agreement to access the Service solely to the extent necessary to retrieve Customer Data ("**Retrieval Right**"). If Customer exercises its Retrieval Right, this Agreement and the applicable Order Form shall continue in full force and effect for the duration of the Retrieval Right. Snowflake shall have no further obligation to make Customer Data available after the later of (a) the effective date of termination of this Agreement, or (b) the Retrieval Right period, if applicable, and thereafter Snowflake shall promptly delete the Customer Data. After the Retrieval Right period, Customer 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 its possession. Notwithstanding any termination or anything to the contrary in this Agreement or any Order Form, Customer shall pay for all of its use of the Snowflake Offerings.

**7.4. Survival.** The following sections will survive any expiration or termination of this Agreement: 1.4 (General Restrictions), 4 (Intellectual Property), 5 (Confidentiality), 6.1 (Fees and Payment), 6.2 (Taxes), 7 (Term and Termination), 8.3 (Warranty Disclaimer), 11 (Indemnification), 12 (Limitation of Remedies and Damages), 13 (General Terms), and 14 (Definitions).

**7.5. Suspension of the Snowflake Offerings.** In addition to any of its other rights or remedies (including, without limitation, any termination rights) set forth in this Agreement, Snowflake reserves the right to suspend provision of the Snowflake Offerings: (a) if any Fees are thirty (30) days or more overdue (and are not otherwise subject to Section 6.3 (Payment Disputes)); (b) if Snowflake deems it necessary to suspend the Snowflake Offerings to prevent Snowflake from experiencing denial of service or other security issues; or (c) if Snowflake deems it necessary to suspend the Snowflake Offerings to prevent Snowflake from experiencing denial of service or other security issues. Snowflake's control over the Snowflake Offerings is necessary to avoid Snowflake's control over the Snowflake Offerings.

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## 8. Warranty

**8.1. Service Warranty.** Snowflake warrants that the Service will conform to the specifications in the applicable Order Form or SOW. If the Service does not conform to the specifications in the applicable Order Form or SOW, either party may terminate the applicable Order Form or SOW (as



Service or Deliverables; (ii) modifications to the Service or Deliverables by Customer or any third party; (iii) External Offerings; or (iv) any services or hardware of Customer or any of its third parties used by Customer in connection with the Service or Deliverables. For Technical Services and Deliverables, this warranty will not apply unless Customer provides written notice of a claim within thirty (30) days after expiration of the applicable SOW.

**8.2. Mutual Warranty.** Each party warrants that it has validly entered into this Agreement and has the legal power to do so.

**8.3. Warranty Disclaimer.** TO THE EXTENT PERMITTED BY LAW AND EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, EACH SNOWFLAKE OFFERING, THE CLIENT SOFTWARE AND SAMPLE DATA ARE PROVIDED "AS IS," AND SNOWFLAKE MAKES NO 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. SNOWFLAKE DOES NOT WARRANT THAT THE USE OF ANY SNOWFLAKE OFFERING WILL BE UNINTERRUPTED OR ERROR-FREE, NOR DOES SNOWFLAKE WARRANT THAT IT WILL REVIEW THE CUSTOMER DATA FOR ACCURACY.

**9. Support and Availability.** During a Subscription Term, Snowflake will provide Customer the level of support for the Service set forth in the applicable Order Form, in accordance with the Support Policy.

## 10. Technical Services

**10.1. Provision of Technical Services.** Snowflake will perform the Technical Services for Customer as set forth in each applicable SOW, subject to the terms and conditions of this Agreement.

**10.2. Assistance.** Customer acknowledges that timely access to applicable Customer Materials, resources, personnel, equipment or facilities is necessary for the provision of Technical Services. Customer agrees to provide such access and to reasonably cooperate with Snowflake during a Technical Services project. Snowflake will have no liability for any delay or deficiency to the extent resulting from Customer's breach of its obligations under Section 10.

**10.3. Customer Materials.** Customer Materials solely for the use of Customer or any of its rights (including, without limitation, Customer Material Confidentiality). Customer Material Confidentiality. Customer Material Confidentiality. Customer Material Confidentiality.

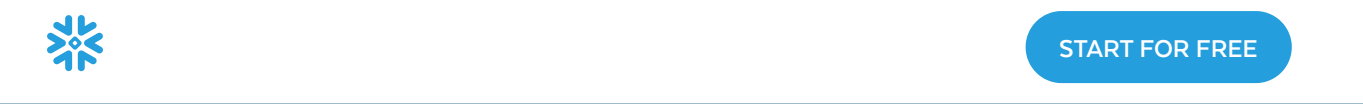
**10.4. Access to Customer Materials.** under an SOW, Customer access is strictly limited. Snowflake will not grant Snowflake access to Customer Materials.

SOW, and that Customer will grant any such access only during the term of the applicable

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environment, such as its test, production or disaster recovery); and (b) Customer 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. To the extent access to Customer Data is granted, unless otherwise specified in an SOW, Customer will provide Snowflake with: (i) secure Customer workstations and networks for accessing Customer Data that are monitored, managed, configured, supported and maintained by Customer; and (ii) unique user ID/passwords to each Snowflake resource that requires access to Customer Data, and these credentials will be solely managed by Customer.

**10.5. License to Deliverables.** The Technical Services Snowflake performs (e.g., providing guidance on configuring the 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 this Agreement (including the restrictions in Section 1.4 (General Restrictions)), Snowflake hereby grants Customer a limited, non-exclusive, royalty-free, non-transferable worldwide license to use the Deliverables internally solely in connection with such Customer's use of the Service during the period in which such Customer has valid access to the Service. The parties may mutually agree to SOWs with additional terms and restrictions related to the use of Deliverables provided as part of that project, in which case those terms and restrictions will also apply for purposes of those Deliverables only.

**10.6. Change Orders; Other Terms.** Customer may submit written requests to Snowflake to change the scope of Technical Services under an existing SOW. Snowflake will promptly notify Customer if it believes that the requested change requires 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. Snowflake 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 this Agreement. For clarity, Customer will be responsible for any consumption and other fees for the Service that are generated as part of the Technical Services.

## 11. Indemnification

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the applicable claim is attributable to: (1) the modification of the Service or Deliverable by any





action arising as a result of Customer Data, or any deliverables or components not provided by Snowflake. This section sets forth Customer's sole remedy with respect to any claim of intellectual property infringement.

**11.2. Indemnification by Customer.** Customer will defend Snowflake against any claim by a third party arising from or relating to any Customer Data, Customer Materials or any Customer-offered product or service 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 Customer (including reasonable attorneys' fees) resulting from such claim.

**11.3. Indemnification Procedures.** In the event of a potential indemnity obligation under 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 Section 11 shall not relieve the indemnifying party of its obligations under Section 11. 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 Section 11 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 THIS AGREEMENT:

(A) NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR ANY SPECIAL, INCIDENTAL, RELATIVE, OR CONSEQUENTIAL DAMAGES OF ANY KIND, EVEN IF INFORMED OF THE POSSIBILITY OF SUCH DAMAGES.

(B) SUBJECT TO SECTION 11, NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR ANY SPECIAL, INCIDENTAL, RELATIVE, OR CONSEQUENTIAL DAMAGES OF ANY KIND, EVEN IF INFORMED OF THE POSSIBILITY OF SUCH DAMAGES.

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(2X) THE AMOUNT ACTUALLY PAID OR PAYABLE TO SNOWFLAKE 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 SECTION 12 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 THIS AGREEMENT IS FOUND TO HAVE FAILED OF ITS ESSENTIAL PURPOSE; AND

(F) THE APPLICABLE MONETARY CAPS SET FORTH IN SECTION 12 SHALL APPLY, ON AN AGGREGATED BASIS, ACROSS THIS AGREEMENT AND ANY AND ALL SEPARATE AGREEMENT(S) GOVERNING CUSTOMER’S USE OF THE “SNOWFLAKE OFFERINGS” ENTERED INTO BETWEEN SNOWFLAKE AND ANY CUSTOMER “AFFILIATES,” INCLUDING WITHOUT LIMITATION, AS CONTEMPLATED BY SECTION 1.2 (AFFILIATES).

## 13. General Terms

**13.1. Assignment.** This Agreement will bind and inure to the benefit of each party’s permitted successors and assigns. Neither party may assign this Agreement without the advance written consent of the other party, except that either party may assign this Agreement in its entirety in connection with a merger, reorganization, acquisition, or other transfer of all or substantially all of such party’s assets or voting securities to such party’s successor; and Snowflake may assign this Agreement in its entirety to any Authorized Snowflake Affiliate. Each party shall promptly provide notice of any such assignment to the other party. Only an assignment expressly authorized by the party making the assignment shall be effective.

**13.2. Severability;** If any provision of this Agreement is found to be unenforceable, the entire Agreement shall nevertheless remain in full force and effect, and the parties shall negotiate in good faith to modify the Agreement so that the unenforceable provision can be enforced. If the unenforceable provision is a material part of the Agreement, the parties shall negotiate in good faith to modify the Agreement so that the unenforceable provision can be enforced. If the unenforceable provision is a material part of the Agreement, the parties shall negotiate in good faith to modify the Agreement so that the unenforceable provision can be enforced.

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provisional remedy as explicitly set forth below) it shall provide written notice to the other party of the specific issue(s) in dispute (and reference the relevant provisions of the contract between the parties which are allegedly being breached). Within thirty (30) days after such notice, knowledgeable executives of the parties shall hold at least one meeting (in person or by video- or tele-conference) for the purpose of attempting in good faith, to resolve the dispute. The parties agree to maintain the confidential nature of all disputes and disagreements between them, including, but not limited to, informal negotiations, mediation or arbitration, except as may be necessary to prepare for or conduct these dispute resolution procedures or unless otherwise required by law or judicial decision. The procedures in this Section 13.3(a) (Generally) shall not apply to claims subject to indemnification under Section 11 (Indemnification) or prior to a party seeking a provisional remedy related to claims of misuse, misappropriation or ownership of intellectual property, trade secrets or Confidential Information. Where the Customer is the U.S. Government, and the parties fail to reach agreement on any request for equitable adjustment, claim, appeal, or action arising under or relating to this Agreement, the dispute shall be in accordance with applicable law and will not be subject to the binding arbitration terms set forth in Section 13.3(b) (U.S. Customer) below.

**(b) U.S. Customer.** Without limiting Section 13.3(a) (Generally) above, if Customer is, or at any time during the term of this Agreement becomes, party to an Order Form having a "ship-to" address located in the United States, then: EACH PARTY (I) EXPRESSLY AND IRREVOCABLY AGREES THAT, EXCEPT AS EXPLICITLY PROVIDED HEREIN, ANY DISPUTES OR CLAIMS ARISING HEREUNDER OR RELATING TO THE SNOWFLAKE OFFERINGS INCLUDING WITHOUT LIMITATION PAYMENT DISPUTES OR DISPUTES UNDER SECTION 11 (INDEMNIFICATION) ABOVE (COLLECTIVELY, "DISPUTES") WILL BE DETERMINED SOLELY AND EXCLUSIVELY IN BINDING, INDIVIDUAL ARBITRATION PURSUANT TO THE U.S. FEDERAL ARBITRATION ACT AND FEDERAL ARBITRATION LAW AND NOT IN A CLASS, REPRESENTATIVE, OR CONSOLIDATED ACTION OR PROCEEDING (EXCEPT THAT EITHER PARTY MAY ELECT TO PROCEED IN SMALL CLAIMS COURT IF THE DISPUTE QUALIFIES), AND (II) WAIVES THE RIGHT TO A TRIAL BY JURY. Either party may commence an arbitration proceeding by filing a demand for

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null and void. Notwithstanding the foregoing, the parties expressly and irrevocably agree that a party may seek injunctive or other equitable relief in court in accordance with Section 13.4 below to enjoin misuse, misappropriation or ownership of intellectual property, trade secrets or Confidential Information.

**13.4. Governing Law; Jurisdiction and Venue.** This Agreement will be governed by the laws of the State of Delaware, U.S.A. without regard to the conflict of laws. Except with respect to any claims subject to arbitration in accordance with Section 13.3(b) (U.S. Customer), the exclusive jurisdiction and venue for any actions will be the state and federal courts located in New Castle County, Delaware, U.S.A. and Snowflake and Customer each expressly and irrevocably consent to, and waive any objection to, jurisdiction and venue in such courts.

**13.5. Authorized Snowflake Affiliate.** While the Snowflake entity contracting with Customer or the Customer Affiliate remains fully liable and responsible for all Snowflake obligations under this Agreement, the parties acknowledge that certain obligations under this Agreement may be fulfilled by other Authorized Snowflake Affiliates, including without limitation, Snowflake Inc.

**13.6. Notice.** Any notice or communication required or permitted under this Agreement will be in writing to the parties at the addresses set forth in this Agreement or at such other address as may be given in writing by either party to the other in accordance with this section and will be deemed to have been received by the addressee upon: (a) personal delivery; (b) the second business day after being mailed or couriered; or (c) the day of sending by email, except for notices of breach (other than for non-payment) or an indemnifiable claim, which for clarity must be made by mail or courier. Email notifications to Snowflake shall be to [legalnotices@snowflake.com](mailto:legalnotices@snowflake.com).

**13.7. Amendments; Waivers.** No supplement, modification, or amendment of this Agreement will be binding, unless executed in writing by a duly authorized representative of each party to this Agreement, except as expressly set forth herein. No waiver will be implied from conduct or failure to enforce or exercise rights under this Agreement, nor will any waiver be effective unless in a writing signed by a duly authorized representative on behalf of the party claimed to have waived. No terms or conditions stated in a Customer purchase order, vendor onboarding process or web portal, or any other document, shall be deemed to be part of this Agreement, unless specifically incorporated into this Agreement. This Agreement, and any amendments, supplements, modifications or waivers, shall be null and void, notwithstanding anything to the contrary in any other document, if it is not signed after this Agreement.

**13.8. Entire Agreement.** This Agreement represents the entire understanding of the parties with respect to the subject matter hereof, and all other agreements and contracts are hereby rejected. Notwithstanding to the contrary, Snowflake reserves its sole discretion to update the application (Service Warranty).

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**13.9. Third-Party Beneficiaries.** There are no third-party beneficiaries under this Agreement, except to the extent expressly stated in this Agreement.

**13.10. Force Majeure.** Neither party will be liable to the other for any delay or failure to perform any obligation under this Agreement (except for a failure to pay Fees) if the delay or failure results from any cause beyond such party's reasonable control, including but not limited to acts of God, labor disputes or other industrial disturbances, systemic electrical, telecommunications, or other utility failures, earthquake, storms or other elements of nature, blockages, embargoes, riots, public health emergencies (including pandemics and epidemics), acts or orders of government, acts of terrorism, or war.

**13.11. Independent Contractors.** The parties to this Agreement are independent contractors. There is no relationship of partnership, joint venture, employment, franchise or agency created hereby between the parties. Neither party will have the power to bind the other or incur obligations on the other party's behalf without the other party's prior written consent and neither party's employees are eligible for any form or type of benefits, including, but not limited to, health, life or disability insurance, offered by the other party to its employees.

**13.12. 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 this Agreement. Without limiting the foregoing, Customer represents and warrants that it: (a) is not listed on, or majority-owned by any entity listed on, any U.S. government list of prohibited or restricted parties; (b) is 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.

**13.13. U.S. Government Terms.**

(a) **Federal Government End User Provisions.** To the extent Customer is an agency of or otherwise re

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specifically granting those rights must be included in any applicable agreement.

**(b) U.S. SnowGov Region Terms.** Snowflake makes available certain deployments 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 (the “U.S. SnowGov Region”). If Customer elects to use the Service in the U.S. SnowGov Region, Customer’s use of and access to the Service in such U.S. SnowGov Region is subject to the additional U.S. SnowGov Region Terms of Service available at <https://www.snowflake.com/en/legal-gov>.

**(c) U.S. Government Commercial Compliance Addendum.** Snowflake makes available certain deployments outside of the U.S. SnowGov Region that support Customer’s 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> (“U.S. Government-Authorized Commercial Regions”). If Customer elects to use the Service in any such U.S. Government-Authorized Commercial Regions, Customer’s use of and access to the Service in such U.S. Government-Authorized Commercial Regions is subject to the additional U.S. Government Commercial Compliance Addendum available at <https://www.snowflake.com/en/legal-gov>.

**13.14. Execution.** The parties may execute any documents hereunder in counterparts, each of which will be deemed an original and all of which together will be considered one and the same agreement. The parties will be bound by signatures made by hand or electronic means, which may be transmitted to the other party by mail, hand delivery, email and/or any electronic method and will have the same binding effect as any original ink signature.

**13.15. Country-Specific Terms.** If Customer is located in a country that is on the Local Country Addendum listed at <https://www.snowflake.com/en/legal> (“LCA”), Customer’s use of and access to the Service is subject to the applicable country-specific provisions set forth in the LCA.

## 14. Definitions

“Acceptable Use Policy” means the policy available at <https://www.snowflake.com/en/legal>.

“Account” means Customer’s account, which processes Customer’s data.

“Affiliate” means an entity that controls, is controlled by, or is under common control with the other entity. For purposes of this Agreement, “control” means the power to direct or cause the direction of the management and policies of the entity, whether through ownership, contract, or otherwise, including the power to elect or remove a majority of the board of directors or equivalent voting interest holders.

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**“BAA”** means a business associate agreement governing the parties’ respective obligations with respect to any HIPAA Data processed by Customer in the Service in accordance with the terms of this Agreement.

**“Change Order”** means a change order or amendment to an SOW that is agreed to and signed in writing by both parties with respect to any Technical Services to be performed hereunder.

**“Client Software”** is any desktop client software that is made available to Customer by Snowflake for installation on Users’ computers to be used in connection with the applicable 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 surrounding the disclosure. All Customer Data will be deemed Confidential Information of Customer without any marking or further designation. All Snowflake Technology and the terms and conditions of this Agreement 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; (c) is rightfully obtained by the Receiving Party from a third party without breach of any confidentiality obligation; or (d) is independently developed by employees of the Receiving Party.

**“Contractor”** means Customer’s and its Affiliates’ independent contractors and consultants.

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

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

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**“DPA”** means the Customer Data Processing Addendum, made available at <https://www.snowflake.com/en/legal>.

**“Excluded Claims”** means obligations and 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 Customer. For clarity, certain External Offerings may be subject to the Offering-Specific Terms, as expressly set forth therein.

**“FAR”, “DFARS” and “U.S. SnowGov Region”** are respectively as defined in Section 13.13 (U.S. Government Terms).

**“Fees”** means the fees payable by Customer to Snowflake for the applicable Snowflake Offerings. For Technical Services, the applicable Fees are as set forth in the relevant SOW, and “Fees” also includes travel, lodging, meal and other expenses incurred in the course of providing Technical Services, but only if the applicable SOW specifies that expenses are reimbursable.

**“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 federal or state laws, rules or regulations.

**“Offering-Specific Terms”** means the Offering-Specific Terms located at <https://www.snowflake.com/en/legal/> that either supplement this Agreement or form an independent agreement, as indicated in the applicable Offering-Specific Terms.

**“Optional Offering”** means an offering that may be used in connection with the Service, as set forth in the applicable Offering-Specific Terms.

**“Order Form”** means an order form that may be used in connection with this Agreement that is procured by Customer.

**“Payment Dispute”** means a dispute over certain charges that are not cooperating to resolve.

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**“Receiving Party”** is defined in Section 5 (Confidentiality).

**“Reseller”** means a Snowflake-authorized distributor, referral partner or reseller selling Snowflake Offerings to Customer.

**“Reseller Arrangement”** means a separate agreement between Customer and Reseller, which may specify different terms than this Agreement regarding invoicing, taxes and payments.

**“Retrieval Right”** is defined in Section 7.3 (Effect of Termination; Customer Data Retrieval).

**“Sample Data”** means any data (including from third-party sources) provided or made available to Customer by Snowflake solely for Customer’s internal testing, evaluation, and other non-production use of the Service during the Subscription Term, which Snowflake may delete or require Customer to cease using at any time upon advance notice.

**“Security Addendum”** means the Snowflake Security Addendum, made available at <https://www.snowflake.com/en/legal>.

**“Service”** means the generally available software-as-a-service offering hosted by or on behalf of Snowflake and ordered by or for Customer as set forth in an Order Form.

**“Snowflake”** means Snowflake Inc. or an Authorized Snowflake Affiliate, as applicable. For clarity, unless otherwise specified in the Order Form or this Agreement, the Snowflake entity contracting with Customer or the Customer Affiliate hereunder is as set forth under “Contracting Entities” at <https://www.snowflake.com/en/legal>.

**“Snowflake Offering(s)”** 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 Technology”** means the Service, Documentation, Client Software, Deliverables, and any and all related and underlying technology and documentation in any Snowflake Offering, and any derivative

**“SOW” or “Statement of Work”** means a written agreement between Customer and Snowflake for the

**“Subscription Term”** means the term of the Subscription, as set forth in the relevant Snowflake

**“Support Policy”** means the Snowflake Support Policy, made available at <https://www.snowflake.com/en/support>.

**“Taxes”** means taxes, including, for example, any sales, use, GST, value-added, withholding, or similar taxes, whether

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**“Technical Services”** means the consulting, configuration or other professional services provided by Snowflake to Customer under an Order Form or SOW.

**“U.S. Government-Authorized Commercial Regions”** is defined in Section 13.13 (U.S. Government Terms).

**“U.S. SnowGov Region”** is defined in Section 13.13 (U.S. Government Terms).

**“Usage Data”** means usage and operations data in connection with the Customer’s 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 by or on behalf of Customer, including, as applicable, any of its and its Affiliates’ Contractors.

**“VAT/GST Registration Number”** means the value added tax/GST registration number of the business location(s) where Customer is legally registered and the ordered services are used for business use.

<sup>1</sup> As used in the DPA and BAA in connection with the definition of “Snowflake Group,” the term “Affiliates” shall be understood to mean “Authorized Snowflake Affiliates.”

## Previous Versions

### 2024

[October 1, 2024 – Snowflake Terms of Service](#)

[August 1, 2024 – Snowflake Terms of Service](#)

### 2023

[November 7, 2023 – Snowflake Terms of Service](#)

[April 1, 2023 – Snowflake Terms of Service](#)

### 2022

[March 7, 2022 – Snowflake Terms of Service](#)

### 2021

[December 10, 2021 – Snowflake Terms of Service](#)

[November 1, 2021 – Snowflake Terms of Service](#)

[September 7, 2021 – Snowflake Terms of Service](#)

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