



SNOWFLAKE CAPACITY ORDER FORM

This Order Form is entered into between the entities identified below as “**Customer**” and “**Snowflake**” (collectively, the “**Parties**”) as of the last day it is signed (the “**Order Form Effective Date**”). This Order Form is subject to the Agreement (defined below) which is hereby incorporated by reference. For purposes of this Order Form, “**Agreement**” means the MSA (defined below, and as amended by the Local Country Addendum, as applicable, at <https://snowflake.com/legal/>) or, in the absence of an MSA, the Snowflake Terms of Service located at <https://snowflake.com/legal/>. “**MSA**” means a written subscription agreement for the Snowflake Service (as amended) currently in force between (a) Customer or a Customer Affiliate and (b) Snowflake or a Snowflake Affiliate; as applicable. If the Agreement is an MSA with a Snowflake Affiliate, then by executing this Order Form, the Parties acknowledge and agree that, as of the Order Form Effective Date, this Order Form (together with and pursuant to the Agreement) establishes a new and separate agreement between the Parties. In the event of any conflict between the terms of the Agreement and this Order Form, this Order Form shall govern. Capitalized terms used but not defined in this Order Form have the meanings set forth in the Agreement or in the Documentation.

Snowflake	Snowflake Inc.
Customer (Ship To)	Costa Vida - Main Account 1333 South Valley Grove Way, Ste 500 Pleasant Grove, Utah 84062 United States
Subscription Term Start Date	30 November 2024
Subscription Term	12 Months
Capacity	USD 60,000.00
Credit Discount	6.00%
Snowflake Sales Representative	Spencer Cameron
Order Form #	Q-453700

Snowflake Service Edition	Cloud Provider	Region	Capacity Credit Price	Capacity Storage Pricing	Capacity Storage Tier
Standard	AWS	US-East	USD 1.88	USD 23.00	Tier 1

Customer is purchasing Capacity (defined below) for the Snowflake Service for the Subscription Term set forth above pursuant to the Agreement and the Snowflake Service Consumption Table located at <https://www.snowflake.com/legal/> (or such successor URL as may be designated by Snowflake) (the “**Snowflake Service Consumption Table**” or “**Consumption Table**”), which is hereby incorporated by this reference. Customer’s initial Edition(s), Cloud Provider(s), and Region(s) for the Snowflake Service are set forth in the table above. Customer may view, select or update Snowflake Service Edition(s), Cloud Provider(s), and Region(s) through the Snowflake Service (as further described in the Documentation) or through a support ticket. Customer shall automatically receive Premier Support. Customer may also elect to receive Priority Support and/or Technical Services, if specified in this Order Form. In the table above, the “Capacity Storage Pricing” for Standard Storage is based on the “Capacity Storage Tier,” as further described in the Consumption Table. This Order Form shall be deemed a “**Qualifying Order**” for purposes of the Consumption Table.

Capacity Commitment. For the Subscription Term, Customer agrees to pre-purchase an amount of consumption (“**Capacity**”) payable in advance which may be applied towards consumption of the Snowflake Service and Priority Support (if applicable) during the Subscription Term. The Capacity under this Order Form is specified above. Capacity for the Snowflake Service is consumed as further described in the Snowflake Service Consumption Table, and if applicable, Capacity for Priority Support is consumed as stated in this Order Form. The application of Customer’s ‘Credit Discount’ is illustrated above. Customer’s Snowflake Service Edition, Cloud Provider, and Region are specified in the Snowflake Service as described in the Documentation. Customer may also obtain such information via Customer’s usage reports or by contacting Support. Customer may change or update such parameters through the Snowflake Service or through a support ticket. “**Customer’s Capacity Credit Price(s)**” will be calculated by applying the ‘Credit Discount’ in this Order Form to the On Demand Credit Price(s) for the applicable Cloud Provider, Region, and Edition, as reflected in the Service.

Rollover of Unconsumed Capacity. Before the end of the Subscription Term hereunder, Customer may purchase additional Capacity for an immediately succeeding subscription term of not less than one (1) year via a separate Order Form accepted by Snowflake or a Snowflake-authorized reseller (in each case, a “Renewal Order Form”). If, as part of such Renewal Order Form, Customer purchases additional Capacity of an average annualized amount equal to or greater than the average annualized Capacity amount purchased during this Subscription Term (including additional Capacity subsequently purchased during this Subscription Term pursuant to any Additional Capacity Orders), then the balance of any unconsumed Capacity remaining hereunder as of the expiration of this Subscription Term will “roll over” (i.e. be made available) for Customer’s use during such applicable Renewal Order Form subscription term. Otherwise, any unconsumed Capacity hereunder expires and becomes void automatically at the end of the Subscription Term herein. For Renewal Order Forms placed by a Snowflake-authorized reseller, Customer acknowledges that any remaining Capacity rolled over as specified above will be rolled over by Snowflake (or, where applicable, Snowflake’s Affiliate) to the reseller for resale to Customer. Where the Renewal Order Form is in a currency different from this Order Form, any Capacity amount rolled over will be converted into that currency based on the Consumption Table on the Renewal Order Form effective date.

Conversion to On Demand. Snowflake’s current On Demand Credit Price and On Demand Storage Price are set forth in the Snowflake Service Consumption Table. If Customer continues to use the Snowflake Service and any Priority Support after it has consumed all of its Capacity or after the Subscription Term has expired, then Customer’s use of the Snowflake Service and any Priority Support will convert to usage-based, paid monthly in arrears (“**On Demand**”) until such time that Customer purchases additional Capacity under a subsequent Order Form. While in On Demand, Customer agrees to pay for use of the Snowflake Service as set forth in the Snowflake Service Consumption Table and any Priority Support as set forth in this Order Form, pursuant to the payment terms set forth below. On Demand usage after the expiration of the Subscription Term will be on a monthly subscription term basis and such On Demand usage terms in this Order Form will automatically renew until a new Order Form for Capacity is executed or this Order Form is terminated as provided below. For avoidance of doubt, the Credit Discount above will not apply to On Demand pricing.

Termination While in On Demand. If Customer is in On Demand, either party may terminate this Order Form at any time with written notice via email to the other party. Any such termination notice by Customer will be sent to legalnotices@snowflake.com or such other email address as provided by Snowflake. Termination will be effective the following business day after the email is received by the non-terminating party. Upon termination, Customer will pay Snowflake for use of the Snowflake Service during the current month through the effective date of termination.

Payment and Billing Terms

	Capacity Fees	On Demand Fees
Total Capacity Fees Due	USD 60,000.00	On Demand
Payment Terms	All fees are due Net 30 days from invoice date	All fees are due Net 30 days from invoice date
Billing Frequency	Upfront	Monthly in Arrears

Customer Billing Address	Costa Vida 1333 South Valley Grove Way, Ste 500 Pleasant Grove, Utah 84062 United States
Billing Email	accounting@costavida.com

Additional Capacity Orders. During the Subscription Term, Customer shall have the ability to place additional Capacity Orders with the same Subscription Term end date as this Order Form for the Snowflake Service at the same 'Credit Discount' as set forth in this Order Form ("**Additional Capacity Order**").

Additional Terms

Previews. Snowflake may make available to Customer certain products, features, services, software, regions or cloud providers that are not yet generally available, including such products, features, services, software, regions or cloud providers that are labeled as "private preview," "public preview," "pre-release" or "beta" (collectively, "**Previews**"). Customer may access and use Previews solely for its internal evaluation purposes and in accordance with the Preview Terms of Service located at [snowflake.com/legal](https://www.snowflake.com/legal) ("**Preview Terms**"). In the event of any conflict between the Agreement and the Preview Terms, the Preview Terms shall govern and control solely with respect to the Previews.

Notice of Update. Any URL terms referenced in the Agreement and this Order Form include any updates made thereto, as posted to <https://www.snowflake.com/legal>, or successor website designated by Snowflake.

Purchase Order Information

PO Number (if applicable): _____

Any reference to a PO in this Order Form is solely for administrative purposes only. POs should be sent to purchaseorders@snowflake.com. Snowflake rejects, and in the future is deemed to have rejected, any PO terms to the extent they add to or conflict in any way with the Agreement or this Order Form, and any such additional or conflicting terms will have no effect.

If the Order Form Effective Date and the Subscription Term Start Date are on different months, then, notwithstanding anything to the contrary in this Order Form, the Subscription Term Start Date will be the later of: (i) the first day of the month of the Order Form Effective Date; and (ii) the Subscription Term Start Date set forth above.

Except as expressly set forth in this Order Form or the Agreement, this Order Form is non-cancelable and any fees paid hereunder are non-transferable and non-refundable. This Order Form is accepted and agreed to as of the Order Form Effective Date by an authorized representative of each party.

CUSTOMER

DocuSigned by:

Austin Patten

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Signature

Austin Patten

Print Name

Director of Strategy and Insights

Title

November 25, 2024 | 3:37 PM MST

Date

SNOWFLAKE

Signed by:

Lizzie Palumbo

A6F2F73A968C47A...

Signature

Lizzie Palumbo

Print Name

Sr Director, WW Deal Desk

Title

November 25, 2024 | 2:57 PM PST

Date

