



U.S. Government Commercial Compliance Access Terms Addendum

Last Updated: August 16, 2023

This Snowflake U.S. Government Commercial Compliance Access Terms Addendum (this “**U.S. Government Commercial Compliance Access Terms Addendum**”) supplements, as applicable, the Snowflake Reseller U.S. Public Sector 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. Government-Authorized Commercial Region. This U.S. Government Commercial Compliance Access Terms Addendum takes effect as of the effective date of the relevant Reseller ordering document or Your first use of the Service in any U.S. Government-Authorized Commercial Region(s), whichever date occurs first (“**Effective Date**”). Unless otherwise defined in this U.S. Government Commercial Compliance Access Terms Addendum, all capitalized terms used and not defined herein will have the meanings ascribed to such terms in the Use Terms, the relevant Reseller ordering document, or the Documentation. This U.S. Government Commercial Compliance Access Terms Addendum 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 this U.S. Government Commercial Compliance Access Terms Addendum). You represent and warrant that you are authorized to bind the business, government entity, or government agency, on whose behalf you are accepting this U.S. Government Commercial Compliance Access Terms Addendum (such entity hereinafter, “**You**”, “**Your**”, or “**you**”). The rights granted under this U.S. Government Commercial Compliance Access Terms Addendum are expressly conditioned upon such authority and acceptance.

For good and valuable consideration, the sufficiency of which both parties acknowledge, the parties hereby agree as follows:

1. **New Defined Terms.**

- a. “**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.
- b. “**Criminal Justice Information**” or “**CJI**” has the meaning used in the Criminal Justice Information Services Security Policy.
- c. “**DFARS 7010**” means Defense Federal Acquisition Regulation Supplement 252.239-7010.
- d. “**DFARS 7012**” means Defense Federal Acquisition Regulation Supplement 252.204-7012.
- e. “**Federal Tax Information**” or “**FTI**” has the meaning as used in Internal Revenue Service Publication 1075.
- f. “**FedRAMP**” means the Federal Risk and Authorization Management Program.
- g. “**ITAR**” means the International Traffic in Arms Regulations (22 C.F.R. Subpart M).
- h. “**Snowflake U.S. Government-Authorized Commercial Service**” means the Service when used within a U.S. Government-Authorized Commercial Region in accordance with this U.S. Government Commercial Compliance Access Terms Addendum.
- i. “**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 a U.S. Government-Authorized Commercial Region as detailed in the Documentation.
- j. “**U.S. Commercial Government Covered Accounts**” means Your Accounts when hosted in any U.S. Government-Authorized Commercial Region.

- k. **“U.S. Government Commercially Prohibited Workloads”** is defined in Section 4(b) of this U.S. Government Commercial Compliance Access Terms Addendum.
 - l. **“U.S. Government-Authorized Commercial Regions”** means the Snowflake regions outside of the U.S. SnowGov Region that are expressly designated by Snowflake as U.S. government authorized (e.g., FedRAMP and/or State Authorizing Programs), as set forth in the Documentation.
 - m. **“U.S. Government”** means an agency of the federal government of the United States of America, or any government of any state thereunder, including federal and state public educational institutions. If You are a state government, an agency of a state government, or a state public educational institution, then references to federal law or regulations shall be replaced with a reference to the corresponding state law or regulation if such exists.
2. **Applicability.** Notwithstanding anything to the contrary in this U.S. Government Commercial Compliance Access Terms Addendum 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 this U.S. Government Commercial Compliance Access Terms Addendum. This U.S. Government Commercial Compliance Access Terms Addendum applies to Your U.S. Commercial Government Covered Accounts. 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. **Reseller Obligations.**
- a. In accordance with this U.S. Government Commercial Compliance Access Terms Addendum and subject to the assignment of responsibilities hereunder and in the Use Terms and Documentation, Snowflake maintains and provides through Reseller a security program for the Snowflake U.S. Government-Authorized Commercial Service consistent with the applicable requirements of the specific U.S. government authorization(s) (e.g., FedRAMP and/or State Authorizing Programs) listed for the U.S. Government-Authorized Commercial Regions in the Documentation.
 - b. Snowflake has obtained U.S. government authorizations (e.g., FedRAMP and/or State Authorizing Programs) for the Snowflake U.S. Government-Authorized Commercial Service, as further detailed in the Documentation. Reseller will ensure that Snowflake uses commercially reasonable efforts to:
 - i. Maintain its U.S. government authorizations in effect as of the Effective Date (or successor or equivalent authorizations, as reasonably determined by Snowflake) at the current or higher authorization level, provided that You are using the Service pursuant to this U.S. Government Commercial Compliance Access Terms Addendum in the U.S. Government-Authorized Commercial Region; and
 - ii. Provide at least the same level of protection as required by its U.S. government authorizations in effect as of the Effective Date (or successor or equivalent authorizations, as reasonably determined by Snowflake).
 - c. For clarity, where security controls or other requirements are under Your control (e.g., configurations of U.S. Commercial Government Covered Accounts and User access thereto), You are responsible for implementing and maintaining those controls to meet applicable requirements.

4. Your Obligations.

- a. **Your Assessment.** Notwithstanding any provision to the contrary herein, for U.S. Commercial Government Covered Accounts, You are responsible for:
 - i. Reviewing the Documentation and understanding the Snowflake U.S. Government-Authorized Commercial Service. The Documentation explains how the Snowflake U.S. Government-Authorized Commercial Service operates, including the availability and operation of certain Service features. For example, certain Usage Data may leave the U.S. Government-Authorized Commercial Regions.
 - ii. Assessing and selecting the appropriate U.S. Government-Authorized Commercial Region.
 - iii. Appropriately configuring U.S. Commercial Government Covered Accounts. As described in the Documentation, You may have the ability to turn off Service features when using the Snowflake U.S. Government-Authorized Commercial Service. Disabling or turning off such features may impact the functionality and/or performance of the Service.
 - iv. Otherwise complying with applicable law.
- b. **Workloads.** Notwithstanding any provision to the contrary in the Use Terms, but expressly subject to this U.S. Government Commercial Compliance Access Terms Addendum:
 - i. You may upload Customer Data that is subject to the U.S. government authorizations detailed in the Documentation as supported by the U.S. Government-Authorized Commercial Regions (e.g., FedRAMP and/or State Authorizing Programs) into Your U.S. Commercial Government Covered Accounts;
 - ii. You may not upload Customer Data that (i) is subject to ITAR, DFARS 7010, or DFARS 7012; (ii) qualifies as Classified Data, CJI, or FTI; or (iii) is otherwise prohibited by Section 9.3 of the Security Addendum (“**U.S. Government Commercially Prohibited Workloads**”) into Your U.S. Commercial Government Covered Account(s); and
 - iii. 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 U.S. Government Commercially Prohibited Workloads into Your U.S. Commercial Government Covered Accounts or use the Snowflake U.S. Government-Authorized Commercial Service in connection with U.S. Government Commercially Prohibited Workloads in violation of the Use Terms or this U.S. Government Commercial Compliance Access Terms Addendum.
- c. **Commercial Product.** If You are the U.S. Government, You hereby agrees that the Snowflake U.S. Government-Authorized Commercial Service qualifies as a “commercial product” as defined by FAR 2.101 or the state law corollary.
- d. **Government Communications.** All communications to You that are required hereunder or under Snowflake’s U.S. government authorizations (e.g., FedRAMP and/or State Authorizing Programs) shall be provided by Snowflake. You will comply with the third-party communication requirements applicable to Customer Data or Your U.S. Commercial Government Covered Accounts, including notice and correspondence to third party government entities. For clarity, nothing hereunder requires or prevents Snowflake from communicating with any third party.

5. U.S. Government Customers.

- a. **Indemnification.** Notwithstanding anything to the contrary in the Use Terms, if You are the U.S. Government:
 - i. If written approval of the Attorney General is required for You to accept the indemnification procedures set forth in the Use Terms, Snowflake will, upon such approval, defend, indemnify, and hold You harmless as set forth in the indemnification section(s) of the Use Terms.
 - ii. To the extent that any indemnity or limitation of liability obligation is unlawful, it shall not apply. You agree that You are solely responsible for all risks arising from or relating to any Customer Data, Your Materials, Reader Accounts or any product or service You offer that is used in connection with the Service, and hereby represent and warrant that any Customer Data, Your Materials, Reader Accounts or any product or service You offer that is used in connection with the Service will not violate the Use Terms, this U.S. Government Commercial Compliance Access Terms Addendum or applicable law; infringe or misappropriate any third-party rights; or cause harm to any third party or Snowflake.
- b. **Disputes.** Notwithstanding anything to the contrary in the Use Terms, if You are 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 the Use Terms, this U.S. Government Commercial Compliance Access Terms Addendum, or the relevant Reseller ordering document, the dispute shall be addressed and resolved in accordance with applicable law.
- c. **Governing Law.** Notwithstanding anything to the contrary in the Use Terms, if You are the U.S. Federal Government or an agency thereof, this U.S. Government Commercial Compliance Access Terms Addendum will be governed by the federal laws of the United States and jurisdiction and venue for actions related to the subject matter hereof will be the United States federal courts; and if You are a U.S. State Government or an agency thereof, this U.S. Government Commercial Compliance Access Terms Addendum will be governed by the laws of that State.

6. Miscellaneous.

- a. **Term.** This U.S. Government Commercial Compliance Access Terms Addendum is effective as of the Effective Date and will remain in effect for so long as You are using Commercial Government Covered Accounts, unless terminated earlier in accordance with the Use Terms, relevant Reseller ordering document, or applicable law. This U.S. Government Commercial Compliance Access Terms Addendum and Your access to and use of the Snowflake U.S. Government-Authorized Commercial Service may be immediately terminated by Reseller if You cease to meet any applicable eligibility requirements for the Snowflake U.S. Government-Authorized Commercial Service or breach the terms of this U.S. Government Commercial Compliance Access Terms Addendum.
- b. **Assignment.** Notwithstanding anything to the contrary in the Use Terms, You may not assign this U.S. Government Commercial Compliance Access Terms Addendum without advance written consent of Reseller.
- c. **Confidentiality.** Notwithstanding any provision to the contrary, Reseller may disclose Your Confidential Information as required by law or regulation, and to comply with and maintain its



authorizations and certifications, including, without limitation, its U.S. government authorizations. If Reseller is so required to disclose Your Confidential Information, then Reseller shall, to the extent permitted, provide You with advance written notification and cooperate in any effort to obtain confidential treatment of such Confidential Information.

- d. **Severability; Interpretation.** If a court of competent jurisdiction holds any provision of this U.S. Government Commercial Compliance Access Terms Addendum to be unenforceable or invalid, that provision will be limited to the minimum extent necessary so that this U.S. Government Commercial Compliance Access Terms Addendum will otherwise remain in effect. Section headings are inserted for convenience only and shall not affect the construction of this U.S. Government Commercial Compliance Access Terms Addendum.
- e. **Entire Agreement; Conflict.** This U.S. Government Commercial Compliance Access Terms Addendum together with the Use Terms (as may be amended in accordance with their 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 this U.S. Government Commercial Compliance Access Terms Addendum. Except as specifically set forth in this U.S. Government Commercial Compliance Access Terms Addendum, all terms and conditions of the Use Terms remain in full force and effect. In the event of any conflict between this U.S. Government Commercial Compliance Access Terms Addendum and the Use Terms, this U.S. Government Commercial Compliance Access Terms Addendum 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.