

**SNOWFLAKE INC.**  
**SNOWFLAKE ODBC DRIVER LICENSE AGREEMENT**

**Last Updated:** January 27, 2020

Use of the Snowflake ODBC Driver is governed by your customer agreement with Snowflake as Client Software. If you do not have an applicable customer agreement with Snowflake or the customer agreement does not apply to your use of the Snowflake ODBC Driver, the below terms govern your use of the Snowflake ODBC Driver. The open-source libraries used in the Snowflake ODBC Driver are listed at the end of this Agreement.

This Snowflake ODBC Driver License Agreement (“**Agreement**”) is between Snowflake Inc. (“**Snowflake**” or “**we**”) and you the developer entering into this Agreement (“**Developer**” or “**you**”). If you are agreeing to this Agreement on behalf of your company, you represent that you are authorized to accept this Agreement on behalf of your company, and all references to “you” or “Developer” reference your company. This Agreement governs your access and use of the Snowflake ODBC Driver with the Snowflake Service.

**BY INDICATING YOUR ACCEPTANCE OF THIS AGREEMENT OR ACCESSING, DOWNLOADING, OR USING THE SNOWFLAKE ODBC DRIVER, YOU ARE AGREEING TO BE BOUND BY ALL TERMS, CONDITIONS, AND NOTICES CONTAINED OR REFERENCED IN THIS AGREEMENT. IF YOU DO NOT AGREE TO THIS AGREEMENT, DO NOT USE THE SNOWFLAKE ODBC DRIVER. FOR CLARITY, EACH PARTY EXPRESSLY AGREES THAT THIS AGREEMENT IS LEGALLY BINDING UPON IT.**

**1. Snowflake ODBC Driver.**

- 1.1. **Use of Snowflake ODBC Driver; Access to the Snowflake Service.** Subject to this Agreement, Snowflake grants to Developer a limited, worldwide, non-exclusive, and non-transferable right (except as set forth in Section 13) to use the Snowflake ODBC Driver for purposes of Integrations and to sublicense the Snowflake ODBC Driver incorporated in Integrations.
- 1.2. **Conditions on Use.** As conditions on Developer’s rights, Developer agrees not to (and will not permit any third party to): (a) use the Snowflake ODBC Driver or enable access to the Snowflake Service in violation of this Agreement; (b) modify or create any derivative works of the Snowflake ODBC Driver (except to the extent Integrations or Developer Apps are deemed derivative works under applicable law); (c) modify, reverse engineer, disassemble, decompile, decrypt, extract, distribute or otherwise attempt to discover any portion of the source code or any trade secrets of the Snowflake ODBC Driver, (d) design or use the Snowflake ODBC Driver in order to provide connectivity between services that do not include the Snowflake Service (e) copy, distribute, sell, sublicense, rent or lease the Snowflake ODBC Driver or use the Snowflake ODBC Driver for hosting, service provider or like purposes independent of an Integration; (f) access the Snowflake ODBC Driver for competitive analysis or disseminate performance information (including uptime, response time and/or benchmarks) relating to the Snowflake ODBC Driver; (g) access the Snowflake ODBC Driver if Developer is a direct competitor of Snowflake, except with Snowflake’s prior written consent; (h) circumvent any specified or designed limitations on access to the Snowflake ODBC Driver or the Snowflake Service; (i) introduce into the Snowflake Service any viruses, worms, time bombs, Trojan horses or other harmful, malicious or destructive code; or (j) interfere with or disrupt the Snowflake Service.
- 1.3. **Open Source Software.** If any component of the Snowflake ODBC Driver is offered under an open source license, Snowflake will identify the applicable open source license and the terms of such license will apply in lieu of the terms of this Agreement with respect to use of such component, including,

without limitation, any provisions governing access to source code, modification or reverse engineering.

- 1.4. **Changes to Snowflake ODBC Driver.** From time-to-time, Snowflake may change the Snowflake ODBC Driver. Future versions of the Snowflake ODBC Driver may not be compatible with Developer Apps developed using previous versions. Snowflake will have no liability resulting from changes to the Snowflake ODBC Driver or any effect such changes may have on Integrations or Developer Apps. Snowflake will make reasonable efforts to provide notice in accordance with Section 13 (General) if such changes will materially affect the features or functionality of the Snowflake ODBC Driver.
- 1.5. **Usage.** Snowflake reserves the right to monitor usage of the Snowflake ODBC Driver, but is not obligated to do so. Snowflake may from time-to-time, in its discretion, set limits on use of or access to the Snowflake ODBC Driver.
2. **Developer Apps and End Customers.** Developer is solely responsible, at Developer's own expense, for (a) Integrations, Developer Apps and their operation and support (including any Integration issues) and (b) Developer's relationships and agreements with End Customers regarding their use of the Developer Apps.
3. **Trademarks.** Subject to this Agreement and the guidelines at <https://www.snowflake.com/brand-guidelines/>, Snowflake grants to Developer a non-exclusive, worldwide, royalty free, and non-sublicenseable license to display the trademarks of Snowflake solely to indicate that the Integration incorporates the Snowflake ODBC Drive or operates with the Snowflake Service.
4. **Developer Obligations.**
  - 4.1. **No Representations.** Developer shall not: (a) hold itself out as a reseller of the Snowflake Service; (b) make any representations, guarantees or warranties of any type on behalf of Snowflake or with respect to the specifications, features, capabilities or otherwise concerning the Snowflake Service, or describe the Snowflake Service in a manner inconsistent with the product descriptions or promotional materials made publicly available by Snowflake; or (c) engage in any deceptive, misleading, illegal or unethical practices under this Agreement. Developer will not suggest or imply that Snowflake sponsors, endorses or guarantees the Integrations or Developer Apps.
  - 4.2. **Developer Representations and Warranties.** Developer represents and warrants that: (a) Developer will have full power and authority to enter into and perform its obligations under this Agreement and to exploit the Developer Apps without violating any other agreement; (b) the Integrations and Developer Apps and their use will not violate any third-party rights (including intellectual property rights and rights of privacy or publicity) or any Laws; (c) all information Developer provides to Snowflake (including any descriptions of the Developer Apps) will be true, accurate and complete; and (d) Developer will not interfere with Snowflake's business practices or the way in which it offers or provides the Snowflake Service.
  - 4.3. **Indemnification.** Developer will indemnify, defend (at Snowflake's request) and hold harmless Snowflake and its affiliates and their respective directors, officers, employees, agents, contractors and licensees from and against any third-party claims, losses, costs, expenses (including reasonable attorneys' fees), damages or liabilities based on or arising from: (a) Integrations or the Developer Apps; (b) Developer's relationships or interactions with any End Customers; (c) Developer's breach of this Agreement. Snowflake may at its own expense participate in the defense and settlement of any claim with its own counsel, and Developer may not settle a claim without Snowflake's prior written consent (not to be unreasonably withheld).
5. **Intellectual Property Rights.** Developer 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 ODBC Driver, Snowflake Service and any and all related and underlying technology and documentation; and any derivative works, modifications or improvements of any of the foregoing, including as may incorporate Feedback (collectively, “**Snowflake Technology**”). Except for the express limited rights set forth in this Agreement, no right, title or interest in any Snowflake Technology is granted to Developer. Developer, from time-to-time, may submit comments, questions, suggestions or other feedback relating to Snowflake’s products and services to Snowflake (“**Feedback**”). Snowflake may freely use or exploit Feedback in connection with any of its products or services. Except for the express rights and licenses granted to Snowflake herein, Snowflake acquires no right, title or interest from Developer or its suppliers under this Agreement in or to Developer Apps, including any intellectual property rights therein. Developer retains all of its right, title and interest (including all patent, copyright, trademark, trade secret and other intellectual property rights) in and to the Developer Apps (excluding to the extent incorporating or reflecting any Snowflake Technology). Except for the express license rights set forth in this Agreement, no right, title or interest in any Developer Apps are granted to Snowflake. Snowflake agrees that Developer retains all right, title and interest (including all patent, copyright, trademark, trade secret and other intellectual property rights) in and to the Developer Apps and any and all related and underlying technology and documentation; and any derivative works, modifications or improvements of any of the foregoing.

6. **Independent Development.** Snowflake works with many developers and nothing in this Agreement limits Snowflake’s right to develop or acquire, or to permit others to develop or acquire, any products, technology or services, even if they are similar to or compete with the Integrations or Developer Apps.

7. **Fee.** There is no fee associated with this Agreement.

8. **Term and Termination.**

8.1. **Term.** This Agreement will remain in effect until terminated as set forth herein.

8.2. **Termination by Snowflake.** Snowflake may terminate this Agreement or suspend Developer’s access to all or any part of the Snowflake ODBC Driver: (a) for convenience upon thirty (30) days’ notice to Developer; (b) immediately upon notice if Developer breaches any provisions of this Agreement and does not cure such breach within fifteen (15) days after Developer’s receipt of a written notice of the breach; or (c) immediately upon notice if (i) required by law, (ii) Snowflake determines or reasonably believes that Developer, Integrations, or the Developer Apps may cause harm or loss to Snowflake, the Snowflake Service or its End Customers or (iii) in order to address any security threat or breach.

8.3. **Termination by Developer.** Developer may terminate this Agreement upon written notice at any time. Following termination, Developer will cease all use of the Snowflake ODBC Driver (including use by Developer Apps) and delete all copies of the Snowflake ODBC Driver.

8.4. **Effect of Termination.** Upon any termination of this Agreement: (a) Developer’s rights to use the Snowflake ODBC Driver will expire; and (b) Developer will disable any Integrations.

8.5. **Survival.** This Section 8 and Sections 1.2 (Conditions on Use), 4.3 (Indemnification), 5 (Intellectual Property Rights), 6 (Independent Development), 9 (No Warranty), 10 (Limitation of Liability), and 13 (General) will survive any expiration or termination of this Agreement.

9. **No Warranty.** THE SNOWFLAKE ODBC DRIVER AND SNOWFLAKE MARKS ARE PROVIDED “AS IS”. NEITHER SNOWFLAKE NOR ITS SUPPLIERS MAKES ANY OTHER WARRANTIES, EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY, TITLE, FITNESS FOR A PARTICULAR PURPOSE OR NONINFRINGEMENT. SNOWFLAKE DOES NOT WARRANT THAT SNOWFLAKE WILL CONTINUE TO OFFER THE SNOWFLAKE ODBC DRIVER OR THAT DEVELOPER’S USE OF THE SNOWFLAKE ODBC DRIVER WILL BE UNINTERRUPTED OR ERROR-FREE. SNOWFLAKE SHALL NOT BE LIABLE FOR DELAYS,

INTERRUPTIONS, SERVICE FAILURES OR OTHER PROBLEMS INHERENT IN USE OF THE INTERNET AND ELECTRONIC COMMUNICATIONS OR OTHER SYSTEMS OUTSIDE THE REASONABLE CONTROL OF SNOWFLAKE, INCLUDING ANY HARM OR DAMAGES CAUSED BY ANY THIRD-PARTY HOSTING PROVIDERS. DEVELOPER MAY HAVE OTHER STATUTORY RIGHTS, BUT THE DURATION OF STATUTORILY REQUIRED WARRANTIES, IF ANY, SHALL BE LIMITED TO THE SHORTEST PERIOD PERMITTED BY LAW.

10. **Limitation of Liability.** IN NO EVENT SHALL SNOWFLAKE OR ITS SUPPLIERS BE LIABLE FOR ANY LOSS OF USE, LOST OR INACCURATE DATA, FAILURE OF SECURITY MECHANISMS, INTERRUPTION OF BUSINESS, COSTS OF DELAY, OR ANY INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OF ANY KIND (INCLUDING LOST PROFITS), REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE, EVEN IF INFORMED OF THE POSSIBILITY OF SUCH DAMAGES IN ADVANCE. NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, SNOWFLAKE AND ITS SUPPLIERS' ENTIRE LIABILITY TO DEVELOPER UNDER THIS AGREEMENT (FOR DAMAGES OR LIABILITY OF ANY TYPE) SHALL NOT EXCEED THE GREATER OF (I) THE AMOUNT ACTUALLY PAID BY DEVELOPER TO SNOWFLAKE UNDER THIS AGREEMENT OR (II) ONE THOUSAND DOLLARS (USD \$1,000).
11. **Support.** Snowflake will use reasonable efforts to answer Developer's questions regarding use of the Snowflake ODBC Driver, but is not obligated to provide any updates or other support for the Snowflake ODBC Driver.
12. **Export Control.** Developer acknowledges that the Snowflake ODBC Driver may be subject to export restrictions by the United States government and import restrictions by certain foreign governments. Developer shall not and shall not allow any third party to remove or export from the United States or allow the export or re-export of any part of the Snowflake ODBC Driver or any direct product thereof: (a) into (or to a national or resident of) any embargoed or terrorist-supporting country; (b) to anyone on the U.S. Commerce Department's Table of Denial Orders or U.S. Treasury Department's list of Specially Designated Nationals; (c) to any country to which such export or re-export is restricted or prohibited, or as to which the United States government or any agency thereof requires an export license or other governmental approval at the time of export or re-export without first obtaining such license or approval; or (d) otherwise in violation of any export or import restrictions, laws or regulations of any United States or foreign agency or authority. Developer agrees to the foregoing and warrants that it is not located in, under the control of, or a national or resident of any such prohibited country or on any such prohibited party list. The Snowflake ODBC Driver are further restricted from being used for the design or development of nuclear, chemical, or biological weapons or missile technology, or for terrorist activity, without the prior permission of the United States government.
13. **General.** This Agreement will be governed by and construed under the laws of the State of California. Any suit or proceeding arising out of or relating to this Agreement will be commenced exclusively in the state or federal courts in San Francisco, California, and each party irrevocably submits to the exclusive jurisdiction and venue of such courts. The United Nations Convention on Contracts for the International Sale of Goods is specifically disclaimed. The parties are independent contractors and no employment, agency, or joint venture is created hereunder. All notices, requests and other communications under this Agreement must be in writing, and must be mailed by registered or certified mail, postage prepaid and return receipt requested, or delivered by via a nationally recognized delivery service (ex. USPS, UPS, FedEx) to the party to whom such notice is required or permitted to be given. Snowflake may also provide notice to the email provided by Developer or by posting a notice on Snowflake's developer website. Snowflake may amend this Agreement at any time by posting the revised terms with the Snowflake ODBC Driver, all other amendments must be in writing and signed by both parties. Waivers must be in writing and no waivers will be implied. This Agreement may not be assigned by Developer, and any purported assignment or amendment in violation of the foregoing will be void, except either party may assign the Agreement to any affiliate or in connection with a merger, reorganization, acquisition or other transfer of all or substantially all of such party's assets or voting securities. If any provision of this Agreement is held by a court of competent jurisdiction to be unenforceable for any reason, the remaining provisions hereof will be unaffected and remain in full force and effect. This Agreement is the final, complete

and exclusive agreement between the parties relating to the subject matter hereof, and supersedes all prior or contemporaneous understandings and agreements relating to such subject matter, whether oral or written. Elements of the Snowflake ODBC Driver are commercial computer software. If the user or licensee of the Snowflake ODBC Driver is an agency, department, or other entity of the United States Government, the use, duplication, reproduction, release, modification, disclosure, or transfer of the Snowflake ODBC Driver, or any related documentation of any kind, including technical data and manuals, is restricted by a license agreement or by the terms of this Agreement in accordance with Federal Acquisition Regulation 12.212 for civilian purposes and Defense Federal Acquisition Regulation Supplement 227.7202 for military purposes. The Snowflake ODBC Driver were developed fully at private expense. All other use is prohibited.

#### 14. Definitions.

**“Developer Apps”** means Developer’s own products or services.

**“End Customer”** means an end user customer of the Snowflake Service and the Developer Apps.

**“Integration”** means: (a) any integration, interoperability, compatibility or testing between the Developer Apps and the Snowflake Service using the Snowflake ODBC Driver; and (b) inclusion of the Snowflake ODBC Driver in the Developer Apps.

**“Laws”** means all laws, rules, regulations or orders, including those relating to data privacy, data transfer, international communications or the export of technical or personal data.

**“Snowflake ODBC Driver”** means the software that is included as part of the package that you are downloading.

**“Snowflake Service”** means Snowflake’s cloud-based data warehouse service.

\* \* \*

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Original SSLeay License

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\*

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\* The implementation was written so as to conform with Netscapes SSL.

\*

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/\* zlib.h -- interface of the 'zlib' general purpose compression library version

1.2.11, January 15th, 2017

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Jean-loup Gailly     Mark Adler   jloup@gzip.org  
madler@alumni.caltech.edu

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