

**SNOWFLAKE
EVALUATION ORDER FORM**

This Order Form is entered into between the entities identified below as “**Customer**” and “**Snowflake**” as of the last date it is signed (the “**Order Form Effective Date**”) pursuant to the Snowflake Evaluation Terms of Service located at <https://www.snowflake.com/legal/> (or such successor URL as may be designated by Snowflake), is hereby incorporated into this Order Form by reference (the “**Agreement**”). 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	State Board of Administration Finance Corporation 1801 HERMITAGE BLVD Tallahassee, Florida 32308-7772 United States
Subscription Term Start Date	01 February 2024
Subscription Term End Date	31 March 2024
Free Usage	USD 800.00
Snowflake Sales Representative	Mathew Walk
Customer Contact Email	nancy.sampson@sbafla.com
Order Form #	Q-394691

Snowflake Service Edition	Cloud Provider	Region	On Demand Credit Price	On Demand Storage Price
Business Critical	Azure	East-US-2	USD 4.00	USD 40.00

Customer is evaluating the Snowflake Service 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**”), which is hereby incorporated by this reference. Notwithstanding anything to the contrary in the Agreement, Snowflake will use reasonable efforts to answer Customer's questions regarding use of the Snowflake Service, but is not obligated to provide any other support or service level commitment during such evaluation period. 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. The above table is illustrative. Customer may change or update such parameters through the Snowflake Service or through a support ticket.

Renewals and Termination. The Subscription Term will automatically terminate upon the earlier of (a) Customer's consumption of the Free Usage or (b) the Subscription Term End Date. Snowflake may, in its sole discretion, increase the Free Usage available to Customer or extend the Subscription Term by emailing Customer's Contact Email set forth above from accountsreceivable@snowflake.com. 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.

Additional Terms:**Customer Acknowledgement Supplement**

Notwithstanding anything to the contrary in the Agreement, the parties agree that the Agreement is hereby supplemented by the terms and conditions set forth in Attachment B to this Order Form.

Free Usage for Evaluation Purposes

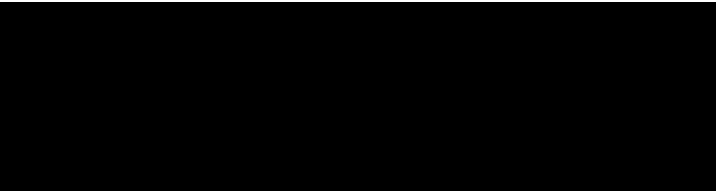
The specified amount of free usage of the Snowflake Service is set forth above (“Free Usage Amount”), which is provided at no additional charge for use solely for evaluation purposes (“Free Usage”). Snowflake provides such Free Usage as part of its normal course of business to allow customers to evaluate the Snowflake Service. Free Usage is consumed by Customer's use of the Snowflake Service, as set forth in the Snowflake Service Consumption Table. Snowflake's On Demand Credit Price and On Demand Storage Price as of the Order Form Effective Date for the Cloud Provider, Service Edition, and Region set forth herein are illustrated in the table above for convenience. Free Usage Amounts may not be exchanged for, or converted to, monetary amounts and any unused Free Usage will expire on the Subscription Term End Date of this Order Form. As a condition of Snowflake's provision of Free Usage and the Free Usage Amounts, Customer represents and warrants that it has obtained all required approvals for Snowflake to provide Free Usage hereunder at no charge to Customer, and represents and warrants that it is in compliance with governing laws, regulations, or agency requirements, including conflict of interest restrictions, the Anti-Kickback Act, and where applicable, Federal Acquisition Regulation (FAR) Part 3.4 (regarding contingent fees), FAR 3.5 (regarding kickbacks), and FAR Part 9.5 (regarding conflicts of interest), in connection with its acceptance of Free Usage.

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.

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.

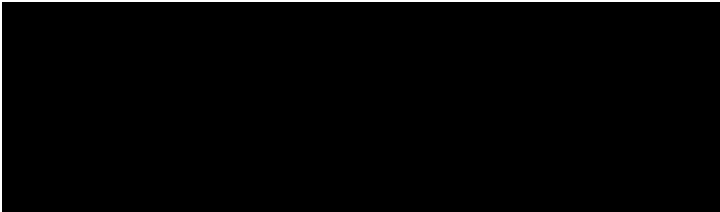
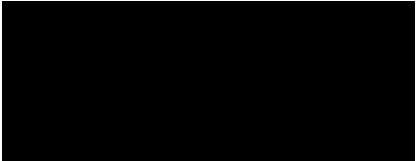
Accepted and agreed to as of the Order Form Effective Date by the authorized representative of each party.



Print Name
Chief Operating

Title
January 24, 2023

Date



Sr. Deal Desk Manager

Title
January 25, 2024 | 9:36 AM PST

Date



**ATTACHMENT B
ACKNOWLEDGEMENT
by SNOWFLAKE Inc. of Laws and Regulations which the
State Board of Administration of Florida must follow**

Notwithstanding any statements to the contrary in the Snowflake Evaluation Terms of Service the following provisions apply to the State Board of Administration of Florida as an entity of the State of Florida and are agreed to by Snowflake.

1. The State Board of Administration of Florida (SBA), as an entity of the State of Florida, is prohibited from entering into indemnification agreements. (See Florida Attorney General Opinion 99-56, dated September 17, 1999.) The SBA is also prohibited from entering into a limitation of remedies agreement. (For the avoidance of doubt the SBA does not agree to arbitration including that detailed in section 18. (See Florida Attorney General Opinion 85-66, dated August 23, 1985.) The SBA agrees to the sections on Warranties, Limitation of Liability and Indemnification (if any) to the fullest extent allowable and enforceable under Florida law.

2. Notwithstanding any provision in any agreement between the parties, Snowflake acknowledges and agrees that the SBA is bound by the provisions of Chapter 119 (Public Records), Florida Statutes, and in the event of any conflict between Chapter 119, Florida Statutes, and the terms of these Agreements between the parties, the provisions and procedures of Chapter 119, Florida Statutes will prevail.

3. **IF SNOWFLAKE HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO ITS REQUIREMENT TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF THE PUBLIC RECORDS AT:**

**STATE BOARD OF ADMINISTRATION OF FLORIDA
POST OFFICE BOX 13300
TALLAHASSEE, FLORIDA 32317-3300
(850) 488-4406
SBAContracts_DL@sbafla.com**

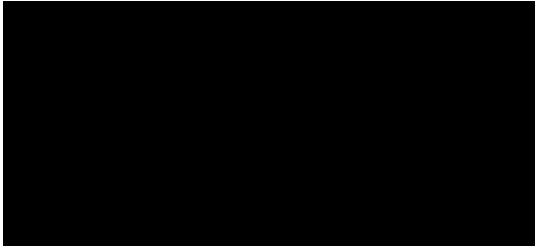
4. Consistent with the Florida Transparency in Contracting Initiative, the SBA posts certain operational contracts on its website, and this Agreement will be one of the agreements posted. Snowflake hereby agrees that the SBA is authorized to post this Agreement (including any amendments or addenda hereto) and a description of the content of the Agreement (including any amendments or addenda hereto) on the SBA's website. At the time of execution Snowflake may submit a redacted version of the agreement for these purposes.

5. The SBA requires its vendors or subcontractors to comply with and use the E-Verify system to verify the employment eligibility of newly hired employees performing services within the United States in accordance with Section 448.095, Florida Statutes. Snowflake acknowledges that the SBA is subject to and Snowflake agrees to comply with Section 448.095, Florida Statutes, as amended from time to time, to the extent applicable.

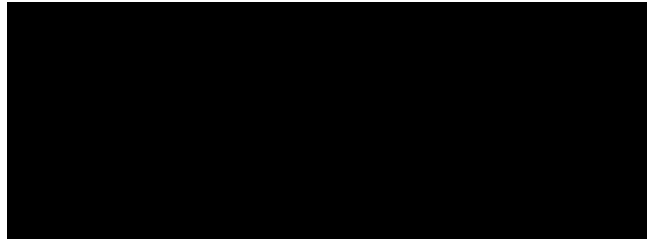
6. (Reserved)

7. Notwithstanding any provision to contrary, this Agreement shall not be construed as a waiver (i) of the sovereign immunity of the State of Florida; (ii) a waiver of the State of Florida's rights under the 11th Amendment to the United States Constitution; or (iii) to a jury trial.

Snowflake Inc.

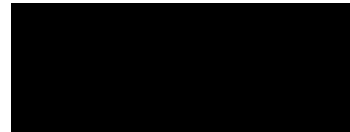


State Board of Administration of Florida



January ^{February 29}_____, 2024 | 8:37 AM PST

January __²⁴_____, 2024



Certificate Of Completion

Envelope Id: 34E4B25586C942D6B457B9E020749BF0

Status: Completed

Subject: Complete with DocuSign: Evaluation_Order_Form_01.23.2024_(002)_s.pdf

Source Envelope:

Document Pages: 4

Signatures: 1

Envelope Originator:

Certificate Pages: 1

Initials: 0

Mathew Walk

AutoNav: Enabled

100 S. Ellsworth Ave.STE 100

San Mateo, CA 94401

Envelopeld Stamping: Enabled

mathew.walk@snowflake.com

Time Zone: (UTC-08:00) Pacific Time (US & Canada)

IP Address: 108.232.13.199

Record Tracking

Status: Original

Holder: Mathew Walk

Location: DocuSign

2/29/2024 6:42:56 AM

mathew.walk@snowflake.com

Signer Events	Signature	Timestamp
Anthony Eisen anthony.eisen@snowflake.com Director, Deal Desk Snowflake, Inc. Security Level: Email, Account Authentication (None)	<div></div> <div>Signature Adoption: Pre-selected Style Using IP Address: 32.140.155.250</div>	Sent: 2/29/2024 6:44:35 AM Viewed: 2/29/2024 8:37:08 AM Signed: 2/29/2024 8:37:36 AM

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

In Person Signer Events	Signature	Timestamp
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Editor Delivery Events	Status	Timestamp
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Agent Delivery Events	Status	Timestamp
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Intermediary Delivery Events	Status	Timestamp
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Certified Delivery Events	Status	Timestamp
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Carbon Copy Events	Status	Timestamp
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Witness Events	Signature	Timestamp
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Notary Events	Signature	Timestamp
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Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	2/29/2024 6:44:35 AM
Certified Delivered	Security Checked	2/29/2024 8:37:08 AM
Signing Complete	Security Checked	2/29/2024 8:37:36 AM
Completed	Security Checked	2/29/2024 8:37:36 AM

Payment Events	Status	Timestamps
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