TECHNICAL SERVICES SOW
(T&M Technical Service Offerings)

Updated: January 10, 2023

This Statement of Work ("SOW") is entered into by and between the parties noted on the ordering documents referencing this SOW (the "Order Form") and describes the services to be performed by Snowflake under this SOW ("Technical Services"). This SOW shall come into effect as of the effective date of the Order Form (the "SOW Effective Date") and shall be incorporated by reference thereto. For the purposes of this SOW, "Customer" means the party that is purchasing Technical Services.

Notwithstanding any provision to the contrary hereunder or in the Order Form, where Technical Services are purchased through a Snowflake authorized distributor or reseller ("Reseller"): (a) the performance of the Snowflake obligations hereunder shall be performed through such Reseller; (b) no privity of contract is established between Snowflake or any of its Affiliates and Customer, and this SOW is not deemed an agreement (separate or otherwise) between Snowflake or any of its Affiliates and Customer; and (c) such Reseller is responsible for any claims or damages relating to, or arising out of, this SOW.

A. Description of Technical Services

During the applicable Term, Snowflake agrees to provide Customer with the Technical Services identified in the Order Form subject to the terms and conditions in this SOW and the applicable quantities, pricing, hours, time period(s), and other scope limits set forth in the Order Form. Descriptions and additional terms for specific Technical Service offerings are set forth in the Service Appendix attached to this SOW (the "**Service Appendix**"), which is incorporated into this SOW by reference. All Technical Services will be delivered remotely unless otherwise specified in the Order Form or otherwise agreed to in writing by the parties. For onsite delivery (if applicable), Customer is responsible for providing the appropriate facilities for the delivery of all Technical Services, including but not limited to (as applicable), Internet connectivity, presentation equipment and workspaces.

B. Payments and Expenses

1. Fees. The fees for each Technical Services offering are specified in the Order Form, and Customer agrees to pay such fees pursuant to the payment terms set forth on the Order Form. Fees will be billed to Customer on the SOW Effective Date unless otherwise specified on the applicable Order Form. Any applicable discounts, including any volume purchase agreement discounts, must be reflected in the Order Form to be effective and will apply to that Order Form only. Without limiting its other available remedies, Snowflake may suspend performance of Technical Services until payments are made current, subject to any applicable invoice dispute provision in the Agreement.

2. Expenses. If applicable, the parties will work together to plan reasonable travel, hotel and other expenses required in connection with the provision of the Technical Services described in this SOW. Unless otherwise specified in the Order Form, any costs attributable to such travel, hotel and other expenses shall be invoiced by Snowflake and payable by Customer in addition to the applicable fees.

3. Billing and Ship-To Information. The Order Form will specify applicable bill-to and ship-to addresses. Any onsite Technical Services will be delivered to the on-site address provided by the Reseller. If no address is provided, any onsite Technical Services will be provided to the Billing address unless otherwise agreed to by the parties.

4. Purchase Orders. Any reference to a PO in the Order Form or this SOW is solely for Customer's internal purposes only and shall have no effect on Snowflake's right to collect amounts due. 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, the Order Form or this SOW, and any such additional or conflicting terms will have no effect.

C. Scheduling and Term

1. Term. The "Term" for each Technical Service offering governed by this SOW is set forth in the Service Appendix. Each Technical Service offering will be provided only during the applicable Term. Customer shall not be due any credit or refund for any Technical Services not consumed during the applicable Term, including without limitation for unused hours, training, credits, or packages. This SOW expires on the earlier of completion of the Technical Service offering(s) or expiration of the Term(s) for the Technical Service offering(s).

2. Scheduling. Technical Services are provided only during regular business hours (8am to 5pm local time), Monday through Friday (holidays excluded). The Service Appendix includes additional information and terms on scheduling and rescheduling Technical Services.

3. Available Hours. For Technical Services performed on a time and materials basis (whether pre-paid or in arrears), the Technical Services will be subject to the availability of hours specified in the Order Form, and additional hours may be required for completion of all activities. If additional hours are required, the parties must mutually approve and execute a Change Order.

D. Snowflake Access

1. The parties agree to comply with the provisions and terms in the applicable Service Appendix regarding access to Customer Data and Customer Assets.

E. Additional Terms.

This SOW shall be governed by the Agreement as defined herein. The "Agreement" means the agreement designated in the Order Form. If no Agreement is designated on the Order Form, the terms and conditions of the Snowflake Technical Services Addendum located at https://www.snowflake.com/legal-gov/ ("Addendum") shall apply. If the Agreement does not expressly include terms applicable to Snowflake's provision of Technical Services, then for purposes of this SOW, the Agreement shall also incorporate by this reference, the Addendum. Notwithstanding the foregoing, where Technical Services are purchased through a Reseller, all Snowflake obligations in the "Addendum" are deemed obligations of such Reseller, and the Addendum is not an agreement (separate or otherwise) between Customer and Snowflake. In the event of any inconsistency or conflict between the terms and conditions of this SOW and the Agreement, the terms and conditions of this SOW shall govern with respect to the subject matter of this SOW only. Unless otherwise defined herein, capitalized terms used in this SOW shall have the meaning defined in the Order Form, Agreement or Addendum (as applicable). This SOW may not be modified or amended except in a written agreement signed by a duly authorized representative of each party. For clarity, Customer's use of the Service is governed by the agreement it entered into with Snowflake or a Reseller for the purchase and use of such Service and not this SOW.

1. This SOW (including any attached Exhibits) may not be modified or amended except in a written amendment or change order signed by a duly authorized representative of Snowflake and Customer ("**Change Order**"). Change Orders may result in additional costs and/or modified terms, as mutually agreed by the parties.

2. Customer will ensure that a project manager is assigned for the duration of the project who will coordinate meeting schedules and availability of Customer personnel reasonably needed for the delivery of the Technical Services. Customer further agrees to reasonably cooperate with Snowflake and to provide access to personnel, materials and information as reasonably requested. Customer agrees to use a secure sharing method to share any confidential documents (e.g., network diagrams).

3. All electronic and/or hard copy versions of any materials or other deliverables provided as part the Technical Services are provided only for Customer's internal use in support of such Customer's use of the Snowflake Service. Without limiting applicable license restrictions in the Agreement, these materials and other deliverables may not be distributed, resold or sublicensed, used to replicate or attempt to perform the Technical Services for others, or used to develop or attempt to develop any of the products or services described therein. The Service Appendix may contain additional terms and restrictions related to specific materials or other deliverables provided as part of the Technical Services, which will apply to those deliverables. The Technical Services and any tools, materials and other deliverables provided or developed hereunder are Snowflake Technology, and Snowflake shall retain all rights (including intellectual property rights), title and interest in and to such items, notwithstanding anything in the Agreement to the contrary. Materials and other deliverables provided as part of Technical Services are not subject to any maintenance, support or updates.

4. The delivery of Technical Services may not be recorded, filmed, streamed or otherwise captured in video or audio format by anyone other than Snowflake. Such recordings, if any, will be deemed to be Snowflake's Confidential Information.

5. The details of how Snowflake will carry out the Technical Services are exclusively set forth in this SOW and the related Order Form. Customer will be solely responsible for determining if, how, and when it will implement, test, release or deploy deliverables (including without limitation any recommendations or best practices) provided by Snowflake.

6. Unless otherwise specified in the Order Form, Snowflake reserves the right to subcontract the Technical Services described in this SOW but will remain responsible for the performance of any subcontractors engaged in the delivery of the subcontracted Technical Services.

SOW Appendix - Service Appendix for T&M

A. Overview

Snowflake provides a variety of time and materials based Technical Services designed to assist customers with the setup and use of the Snowflake Service. Snowflake's time and materials offerings include Solutions Consultants, Solutions Architects, Senior Solutions Architects, Principal Solutions Architects, Service Delivery Managers, and Migration Delivery Consultants.

The Order Form will identify the specific Technical Services to be provided. This Service Appendix describes these Technical Services and provides specific terms related to each offering.

B. Descriptions

1. T&M Solutions Consultant

Subject to the availability of hours stated in the Order Form, the Snowflake T&M Solution Consultant(s) (SC) will be available to provide advice and guidance on the following Snowflake-related topics. The engagement topics may include the following activities:

- Snowflake Service environment setup
- Data ingestion pipeline implementation
- Automating external file loads
- Role-Based Access Control (RBAC) implementation
- Configuring/setup of BI/Analytics tools with Snowflake Service
- Use case validation & optimization
- Provide best practices & guidance on Snowflake Service features

2. T&M Solutions Architect

Subject to the availability of hours stated in the Order Form, the Snowflake T&M Solutions Architect(s) (SA) will be available to provide advice and guidance on the following Snowflake-related topics. The engagement topics may include the following activities:

- Snowflake Service implementation planning
- Snowflake Service architecture and design
- Snowflake Service environment setup
- Data ingestion pipeline setup & design
- Automating external file loads
- RBAC design and setup
- Configuring/setup of BI/Analytics tools
- Use case validation & optimization
- Provide best practices & guidance on Snowflake Service features

3. T&M Senior Solutions Architect

Subject to the availability of hours stated in the Order Form, the Snowflake T&M Senior Solutions Architect(s) (SSA) will be available to provide advice and guidance on the following Snowflake-related topics. The engagement topics may include the following activities:

- Oversight of Snowflake Technical Services implementation teams
- Snowflake Service implementation planning
- Snowflake Service architecture and design
- Data ingestion pipeline design
- RBAC design
- Use case validation & optimization
- Provide best practices & guidance on Snowflake Service features

4. T&M Principal Solutions Architect

Subject to the availability of hours stated in the Order Form, the Snowflake T&M Principal Solutions Architect(s) (PSA) will be available to provide advice and guidance on the following Snowflake-related topics. The engagement topics may include the following activities:

- Oversight of Snowflake Technical Services implementation teams
- Specialized Snowflake Service capability expertise
- Industry-specific use case expertise
- Snowflake Service implementation planning
- Snowflake Service architecture and design
- Data ingestion pipeline design
- RBAC design
- Support use case validation & optimization
- Provide best practices & guidance on Snowflake Service features

5. T&M Services Delivery Manager

Subject to the availability of hours stated in the Order Form, the Snowflake T&M Services Delivery Manager(s) (SDM) will provide project oversight, status reporting, and overall logistics for the engagement under this SOW. The SDM's responsibilities may include the following:

- Manage the relationship with the Customer throughout the project duration and act as the main point of contact between Customer and Snowflake organization
- Facilitate Technical Service delivery by Snowflake and monitoring the delivery of Technical Services against agreed schedule, quality and budget
- Manage new/existing requests
- Act as the escalation point when issues arise with Snowflake's services and managing any dispute or conflict
- Track metrics around delivery performance
- Manage project risk management and mitigation
- Prepare and present progress reports.

6. T&M Migration Delivery Consultant (MDC)

Subject to the availability of hours stated in the Order Form, the Snowflake Migration Delivery Consultant(s) (MDC) will be available to provide advice and guidance on the following Snowflake-related topics. The migration efforts may include the following:

- Conversion of Customer code using SnowConvert
- Manual remediate of converted code
- Run-time issues with SnowConvert
- Conversion-error reviews
- Translated code reviews
- Enhancement or defect request submissions to the tool developer
- Prioritization of enhancement/defect requests
- Integration of Conversion Software into Customer processes
- Communication with Snowflake product and support organizations
- Revise models to use Snowflake data sources
- Optimize queries for reports as needed

C. Other Terms

1. Term. The "Term" for each Technical Service offering described in this Service Appendix shall be twelve (12) months starting from the Order Form Effective Date, unless a different Term for the offering is specified in the Order Form.

2. Scheduling. Snowflake and Customer will work jointly to plan and prioritize the work tasks during the engagement that are consistent with the above scope descriptions for each resource. All Technical Services must be scheduled in advance in one week increments on mutually acceptable dates.

3. Rescheduling Policy. There will be no rescheduling fee for Technical Services that are rescheduled more than thirty (30) days in advance. For Technical Services rescheduled more than fourteen (14) days but fewer than thirty (30) days in advance, Technical Services will be charged for any non-refundable travel expenses and/or change fees incurred by Snowflake. For Technical Services rescheduled fourteen (14) or fewer days in advance, unless otherwise specified in the Order Form, Customer will be charged: (a) a rescheduling fee of ten-thousand dollars ($10,000 USD) (or an equivalent amount if this SOW is quoted in another currency) and (b) for any non-refundable

travel expenses and/or change fees incurred by Snowflake. The fees set forth in this section are in addition to any fees set forth in the Order Form and will be billed separately.

4.   Features and Materials. To the extent any Technical Services leverage Preview features, Customer acknowledges that such Previews are subject to the Preview Terms specified in the Agreement or, if not specified, the Preview Terms of Service available at snowflake.com/legal, which are incorporated herein by reference. If any Technical Services use any Third Party Applications (as defined in the Agreement) or integrations with such applications, Customer is responsible for providing and/or enabling integrations with such Third Party Applications. Customer acknowledges that such Third Party Applications are subject to the Third Party Application terms specified in the Agreement or, if not specified, the Third Party Application terms available at https://www.snowflake.com/legal/third-party-terms/, which are incorporated herein by reference. Open source software components used as part of Technical Services, if any, are Third Party Applications and are subject to the applicable open source licenses. Customer will be responsible for selecting and reviewing open source components, if any, and for compliance with applicable open source license terms.

D. Access Provisions

1.   To facilitate security, Customer will not provide Snowflake with access to any Customer Data or Customer Assets except as described in this Section. "**Customer Asset**" means Customer Data, Snowflake Service accounts, and other equipment, laptops, systems, applications (including external data applications), virtual desktop infrastructures, environments and networks provided by or on behalf of Customer; "**Customer Data**" means data or data files of any type that are uploaded by or on behalf of Customer to the Snowflake Service for storage in a data repository; and **"External Data Applications"** includes systems or applications from which data is being migrated or through which data is being transmitted for upload to the Snowflake Service, such as another data warehousing application, data source system, or ETL tool.

2.   Under this SOW, Snowflake will receive access to:

☒ yes / ☐ no – Customer's Snowflake Service account (check all that apply): non-production: ☒ yes / ☐ no || production: ☒ yes / ☐ no

☒ yes / ☐ no - Customer Data

☒ yes / ☐ no - Applications for project management or collaboration (e.g., email, Jira, Slack, etc.)

☒ yes / ☐ no - Read-only access to External Data Applications

3.   For access to Customer Assets identified in this SOW, Snowflake agrees to: (a) use Customer Data and/or other Customer Assets only for performing the services under this SOW; (b) use reasonable efforts to avoid circumventing or attempting to compromise computer or network security measures on Customer Assets such as security software or network access controls; and (c) not share passwords for Customer Assets with another person unless otherwise instructed by Customer. Snowflake will use its laptops and/or virtual desktop infrastructure (VDI) to access Customer Assets unless and until Customer provides Snowflake with a Customer laptop and/or VDI and directs Snowflake in writing to use such method(s) for access. Where Snowflake is accessing Customer Assets with its own laptops, Customer acknowledges that Snowflake laptops are based on standard Snowflake configurations and policies and are not customized to meet any Customer-specific security requirements. Any Customer provided laptop must include hard drive encryption and industry standard anti-malware solutions.

4.   Customer shall ensure that: (a) each Snowflake resource with access (if any) receives a unique user ID and password and only the minimum necessary access and privileges required for the individual to provide the services under this SOW; (b) the duration and scope of access to the Snowflake Service account, Customer Data and/or other Customer Asset (if any) is strictly limited to the access specified hereunder; (c) Customer Assets to which Snowflake is provided access have been configured to prevent Snowflake personnel from committing code changes or otherwise making changes to the Customer Assets that will impact production environments or production data; (d) Snowflake personnel will not be provided with or requested to use software or other code for Snowflake's systems and/or equipment which could allow Customer or a third party to access or use such systems and/or equipment (e.g., remote server services software or SSH access to a laptop); and (e) secure remote access configurations to networks (if any) are configured to prevent local network connection(s) to networks and only allow those connections required to perform the services under this SOW. Snowflake will have no liability arising from or related to access received in breach of this SOW. Customer is solely responsible for the security and technical measures of any Customer Assets (including for monitoring, management, configuration, support and maintenance), connections to/from the foregoing, and for user ID/password management. Where access is no longer required to provide services under this SOW or this SOW otherwise terminates, Customer shall ensure that Snowflake's access is terminated and credentials revoked.

5.   If Snowflake receives access to External Data Applications (as permitted hereunder) or other Customer-managed applications, then it is Customer's sole and exclusive responsibility for the selection and configuration of these applications, and connections to and from the foregoing. Customer will not grant roles in External Data Applications or other Customer-managed applications that allow Snowflake personnel to transfer data to any destination not approved by Customer, and Customer shall ensure it has the right to provide Snowflake personnel access to the External Data Application or other Customer Assets.

6. Notwithstanding anything to the contrary herein, Customer shall ensure that: (a) Snowflake is not granted access to any sensitive data, including without limitation, any personal data, credit card or other financial account information, or protected health information and (b) where the Snowflake personnel are providing training-based services or otherwise do not require such access, those personnel are not granted any access to Customer Assets or Customer Data. Any additional or different terms governing access to Customer Assets must be included in this SOW prior to its execution.