



# TECHNICAL SERVICES SOW

## Snowflake 360

Updated: October 18, 2024

This Statement of Work (“**SOW**”) sets forth the terms and conditions for the Technical Services provided by Snowflake. This SOW is effective and binding as of the Order Form Effective Date (such date, the “**SOW Effective Date**”) and is made and entered into by and between Customer and Snowflake. This SOW shall apply to the provision of the Technical Services described hereunder as of the date Snowflake commences performance of said services.

As used in this SOW, (i) “**Customer**” means the entity specified in the Order Form that is purchasing Technical Services; (ii) “**Order Form**” means the Snowflake-approved ordering document or Snowflake’s applicable online ordering page(s) that, in each case, references this SOW; and (iii) “**Snowflake**” means the Snowflake entity specified on the Order Form or, if Customer has purchased Technical Services from a Snowflake-authorized reseller or online, the Snowflake entity as referenced in the Contracting Entities page located at Snowflake.com/legal. Other capitalized terms used but not defined in this SOW will have the same meaning set forth in the Order Form or Agreement.

### A. Description of Technical Services

#### 1. Snowflake 360

The Snowflake 360 Technical Services package (“Snowflake 360”) is designed to assist Customer’s efforts to effectively utilize the Snowflake Service through a series of interactive workshops, which are delivered over the course of one to two continuous weeks (M-F). Customer should plan for approximately thirty to forty hours of direct interaction with the Snowflake Solutions Architect through workshops, follow-up meetings, and the final presentation readout. At the conclusion of the Snowflake 360 engagement, Snowflake will provide documentation on the content delivered during each workshop and will deliver a final presentation of the engagement results and recommended next steps.

Workshop topics include Snowflake Service features and functionality, resource management, performance settings, data loading patterns and resource utilization. Snowflake will:

- Collect diagnostic data on Customer’s Snowflake Service implementation
- Analyze the diagnostic data, focusing on utilization metrics; and
- Prepare a Snowflake 360 report that documents the state of the Customer’s Snowflake Service implementation and any suggestions or recommendations

Snowflake will provide the following resources:

Snowflake Resource	Responsibilities
Solutions Architect	<ul style="list-style-type: none"> <li>● Lead the specified workshops as described above</li> <li>● Deliver final presentation of engagement results and recommended next steps</li> </ul>
Services Delivery Manager	<ul style="list-style-type: none"> <li>● Schedule and lead pre-kickoff planning meeting</li> <li>● Schedule workshop delivery</li> <li>● Coordinate with Customer and attendees on workshop participation</li> </ul>

Customer will provide the following resources to coordinate activities with Snowflake as noted below; multiple Customer Resources may be filled by the same individual:

Customer Resource	Responsibilities
Project Manager	Coordinate with Snowflake on workshop scheduling, Customer participation and final readout.
Program Lead	Responsible for Customers’ Snowflake Service strategy and direction; has decision-making authority for Snowflake implementation. Will participate in all workshops.
Database Administrator	Responsible for the day-to-day activities associated with the Snowflake Service. Will participate in all workshops.
Data Engineer	Responsible for developing data acquisition, ingestion and transformation processing flows. Will participate in all workshops.
Data Architect	Responsible for developing data acquisition, ingestion and transformation processing flows and will participate in working sessions on an as-needed basis.

## B. Payments and Expenses

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- 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. 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. For avoidance of doubt, where access to a Snowflake Service account is granted to Snowflake, Customer shall be responsible for any consumption within the Snowflake Service account as requested or reasonably necessary for the provision of the Technical Services offering(s).
- 2. Expenses.** If expenses are included in the Order Form, or if expense reimbursement is approved in writing in this SOW or otherwise by Customer, Snowflake will work directly with Customer to plan reasonable travel, hotel and other expenses required in connection with the provision of the Technical Services. Costs attributable to these travel, hotel and other expenses shall be invoiced by Snowflake and are payable by Customer in addition to the applicable fees. Expense amounts listed in the Order Form are provided on an estimated basis only. If Monthly Travel Expenses are listed in the Order Form ("**Approved Monthly Expense(s)**"), then Customer will be billed for actual expenses incurred during that month. Upon Customer's written approval, expenses exceeding the Approved Monthly Expenses will be invoiced monthly based on actual expenses incurred in that month. If Upfront Travel Expenses are listed in the Order Form ("**Approved Upfront Expense(s)**"), then such expenses shall be utilized by Customer on or prior to expiration or termination of the Term. Expenses exceeding the Approved Upfront Expenses shall be agreed in writing via a Change Order. Any unused Approved Monthly Expenses or Approved Upfront Expenses not utilized by the end of the Term are not owed, refundable, or otherwise payable.
- 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 ship-to address, if provided. If no address is provided, any onsite Technical Services will be provided to the Billing address unless otherwise agreed to by the parties.

## C. Scheduling and Term

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- 1. Term.** The "**Term**" for each Technical Services offering described in this SOW shall be as specified in the Order Form or, if not specified, shall be twelve (12) months starting from the SOW Effective Date. Each Technical Services offering will be provided only during its applicable Term, and Customer shall not be due any credit or refund for any Technical Services not consumed during the applicable Term (including without limitation unused hours, training, credits, or packages). Unless otherwise specified in the Order Form, this SOW expires on the earlier of completion of the Technical Services offering(s) or expiration of the Term(s) for the Technical Services offering(s).
- 2. Scheduling.** Technical Services are provided only during regular business hours (8am to 5pm local time), Monday through Friday (holidays excluded). Unless otherwise agreed to by the parties herein, all Technical Services, other than public training, must be scheduled in advance in one-week increments on mutually acceptable dates. Public training is scheduled online at [training.snowflake.com](https://training.snowflake.com).
- 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. Hours listed in the Order Form are provided as an estimate only 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.
- 4. Rescheduling Policy for Technical Services.** Snowflake and Customer shall agree on a schedule for the performance of Technical Services hereunder. In the event Customer seeks to change, cancel or otherwise revise such agreed-upon schedule, the parties will work in good faith to adjust such agreed-upon schedule as needed, provided that Customer has given Snowflake no fewer than fourteen (14) days prior written notice thereof (email notice is sufficient). In the event Customer has given Snowflake fewer than fourteen (14) days prior written notice thereof (email notice is sufficient), Customer shall remain liable for all fees that would have otherwise been payable to Snowflake pursuant to the originally agreed-upon schedule if despite its good faith efforts, Snowflake is not able to reassign the planned personnel to another project or otherwise accommodate such requested change(s).

## D. Snowflake Access.

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- 1. No Snowflake Access.** To facilitate security, Customer will not provide Snowflake personnel with access to any Customer Data or Customer Assets. "**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; and "**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.
- 2. Customer Obligations.** Customer shall not request that Snowflake personnel use, or otherwise provide to such personnel, software or other code for Snowflake's systems and/or equipment which could allow Customer or a third party to access or use a Snowflake laptop such systems and/or equipment (e.g., remote server services software or SSH access to a laptop).

## E. Additional Terms.

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1. This SOW shall be governed by the Agreement between Snowflake and Customer, as defined in the applicable Order Form. Notwithstanding the foregoing, if the Agreement is not defined in the Order Form, or if Customer purchased Technical Services from a Snowflake-authorized reseller, then “**Agreement**” means: (i) the fully executed Master SaaS Agreement or similar agreement governing the use of Snowflake products and services entered into by and between Snowflake (or its Affiliate) and Customer (or its Affiliate) (“**MSA**”) or (ii) if no currently-valid MSA exists, the applicable Snowflake Terms of Service located at <https://www.snowflake.com/legal/><sup>1</sup>. 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 terms and conditions of the Snowflake Technical Services Addendum located at <https://www.snowflake.com/legal/><sup>1</sup>. In the event of any inconsistency or conflict between this SOW and the Agreement, the terms and conditions of this SOW shall govern with respect to the subject matter of this SOW only. Upon execution of the Order Form, this SOW shall be incorporated by reference into the Agreement. For clarity, Customer’s use of the Snowflake Service including Previews is governed by the agreement governing the use of such Snowflake Service, and not this SOW.
2. This SOW (including any attachments or 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.
3. 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 shall ensure a secured sharing method is used to share any confidential documents (e.g., network diagrams).
4. All electronic and/or hard copy versions of any materials or other deliverables provided as part of 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 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. Deliverables are not subject to any maintenance, support or updates.
5. Customer may record Technical Services working sessions (excluding those relating to training-based Technical Services) in video or audio format for Customer’s internal purposes solely for Customer’s use of the Snowflake Service (“**Recording(s)**”), under the following terms and conditions: a) Snowflake and all session participants must acknowledge and consent in advance to any Recording being made; b) in making or accessing any Recording, Customer will be deemed to have acknowledged that such recording constitutes Snowflake’s Confidential Information and will be subject to the Agreement protections applicable thereto; c) notwithstanding anything to the contrary in the Agreement, the Recording and any content contained therein is provided “AS IS” without warranty of any kind by Snowflake; and d) Customer acknowledges that the Service is continually being updated and assumes the risk that the Recordings may contain outdated content from time to time.
6. Snowflake is not responsible or liable for software or components not developed by Snowflake, including third-party SaaS services and open-source software components (“**Third Party Software**”). If any Technical Services use Third Party Software or integrations with such software, Customer is responsible for providing and/or enabling integrations with such Third Party Software and for compliance with any applicable third-party license terms.
7. 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.
8. 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.
9. If Customer is procuring these Technical Services through a Snowflake-authorized distributor or reseller (“**Reseller**”), then (a) the Snowflake entity contracting with Customer will be as determined by the table currently available at <https://www.snowflake.com/legal/snowflake-contracting-entities/>; (b) for clarity, the term “**Order Form**” means the Order Form between Snowflake and Reseller; and (c) the

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<sup>1</sup> Customers who execute an Evaluation Order Form are subject to the Evaluation Terms of Service. Customers who purchase on-demand subscriptions online are subject to the Self-Service On-Demand Terms of Service. All other Customers are subject to the Terms of Service. All such agreements can be found at [Snowflake.com/legal](https://www.snowflake.com/legal).



terms and conditions of this SOW and the Agreement apply to the Technical Services, however, the agreement between Customer and Reseller will govern Customer's invoicing, payment and tax obligations. Notwithstanding anything to the contrary herein or in Customer's ordering documentation with the Reseller, Reseller is not authorized to make any changes to the Agreement or this SOW on behalf of Snowflake.