



# TECHNICAL SERVICES SOW

## Resident Solutions Architect (“RSA”) & Partial Resident Solutions Architect (“PRSA”)

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](https://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

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Snowflake will provide Customer with the Technical Services specified in the Order Form subject to the descriptions, 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. All Technical Services will be delivered remotely unless otherwise specified in the descriptions below 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.

#### 1. Resident Solution Architect and Partial Resident Solution Architect

Snowflake will provide a dedicated Resident Solution Architect (RSA) and/or Partial Resident Solutions Architect (PRSA) (as identified in the Order Form) during the applicable Term who will be available for up to the number of hours per week as further specified in the Order Form to provide advice and guidance regarding the Snowflake Service and its features. The RSA and/or PRSA, as applicable, will work with Customer to jointly establish the overall engagement plan with near and longer-term priorities. The RSA and/or PRSA responsibilities may include:

- Provide ongoing technical guidance for ingestion, security, performance tuning & optimization, and advanced Snowflake Service features;
- Provide product advocacy and Customer enablement;
- Work with Customer resources as a primary technical advisor, providing guidance on the following matters:
  - Reference architecture;
  - Architectural guidance;
  - Snowflake best practice considerations related to Snowflake Service configuration, accounts, security guidance, databases, data management and other topics as agreed upon by the parties;
- Serve as a primary technical lead with access to Snowflake technical experts that can facilitate collaboration on broader technical items;
- Facilitate Customer access to Snowflake support resources that will allow Customer to directly post support questions and help with technical guidance pursuant to Customer’s support agreement; and
- Engage with other Snowflake technical leaders.

The RSA and/or PRSA will provide weekly project status and quarterly project meetings to review progress and to jointly adjust and define priorities.

### 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**

**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.

**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 (excluding Training Based 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-up 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**

**1.** This Section describes access to Customer Data and other Customer Assets, if any. “**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. Scope of Snowflake Access.** Under this SOW, Snowflake will receive access to:

Customer’s Snowflake Service Account	Yes
• Non-Production:	Yes
• Production:	Yes
Customer Data:	Yes
Applications for project management or collaboration (e.g., email, Slack, etc.):	Yes
Read-only access to External Data Applications:	Yes

**3. Method of Access.** For the access set forth in Section D(2) above, the parties agree that 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. Snowflake Obligations.** 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; (c) not share passwords for Customer Assets with another person unless otherwise instructed by Customer.

**5. Customer Obligations.** Customer shall ensure that: (a) multi-factor authentication (MFA) is configured and enabled for any Snowflake resource to be able to log-in and access any Customer Assets; (b) each Snowflake resource with access to Customer Assets (if any) receives a unique user ID and password; (c) only the minimum necessary access and privileges to Customer Assets (if any) required for the individual to fulfill the services under this SOW; (d) 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; (e) 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; (f) 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 (g) 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. Without reducing any of Snowflake's privacy and security obligations under the Agreement, Snowflake will have no liability to the extent such liability arises from or is 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.

**6. External Data Applications.** 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.

**7. No Access to Sensitive Data.** Notwithstanding anything to the contrary herein, Customer shall ensure that 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.

## **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

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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 Services. 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).



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. 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 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.