



## Snowflake 360 SOW

This Statement of Work ("SOW") is made and entered as of the date the order form that references this SOW (the "Order Form") is signed (the "SOW Effective Date") by and between the customer noted on the Order Form ("Customer") and Snowflake Computing, Inc. ("Snowflake") and describes the training or professional services to be performed by Snowflake for Customer as further described in this SOW ("Technical Services").

- 1. Scope of Technical Services.** Snowflake shall provide the Technical Services described below for Customer. Further descriptions regarding such Technical Services are included in Appendix A which is attached hereto and incorporated herein by this reference.
- 2. Scheduling.** Unless otherwise agreed to in writing by the parties, all Technical Services must be scheduled within thirty (30) days from the SOW Effective Date and must be delivered within one year from the SOW Effective Date.
- 3. Pricing and Payment Terms.** The Technical Services described in this SOW will be provided on a fixed price basis pursuant to the fees set forth on the Order Form. The fees do not include taxes. Customer is responsible for paying all taxes associated with its purchases hereunder other than taxes based on income, property, or employees of Snowflake. If Snowflake has the legal obligation to pay or collect taxes for which Customer is responsible under this Section, Snowflake will invoice Customer and Customer will pay that amount unless Customer provides Snowflake with a valid tax exemption certificate authorized by the appropriate taxing authority. Any requirement(s), deviations from the scope of work not included herein or items not contemplated will be considered outside of the scope and will be handled through a formal written amendment or change order to this SOW ("Change Order") that may result in additional cost or terms and may impact the timeline and estimated hours.

**Late Payments:** In the event that payments due hereunder become more than thirty (30) days past due, (i) the overdue balance will be subject to interest at the rate of one and one-half percent (1½%) per month (or, if less, the maximum allowed by applicable law), and (ii) Snowflake may, upon seven (7) days advance written notice to Customer, suspend Snowflake's performance of any Technical Services. Snowflake may continue such suspension until Customer's payment obligations are made current. In addition, Customer will be responsible for any costs resulting from collection by Snowflake of any overdue balance, including, without limitation, reasonable attorneys' fees and court costs.

- 4. Expenses.** No expenses will be charged to Customer under this SOW.
- 5. General Provisions.** This SOW shall be governed by the Agreement or TSA as noted herein (the "Main Terms"). If the applicable Agreement expressly include provisions covering Snowflake's provision of Technical Services, then the Main terms shall refer to the Agreement. The "Agreement" means, in order of precedence, the following agreement entered into between the parties governing the use of the Snowflake product or service (the "Service"): (i) the fully executed Master SaaS Agreement or similar agreement entered by and between the parties; (ii) the then-current version of the Snowflake Terms of Service located at: <https://www.snowflake.net/legal/>; or (iii) the then-current version of the Snowflake Self-Service On Demand Terms of Service located at: <https://www.snowflake.com/legal/>. If the applicable Agreement does not expressly include provisions covering Snowflake's provision of Technical Services, then the Main Terms shall refer to the Snowflake Technical Services Addendum that may be found at <https://www.snowflake.com/legal/> (the "TSA"). For clarity, any rights for Customer to use the Service are outside the scope of this SOW and are governed by the Agreement. Upon full execution, this SOW shall be incorporated by reference into the Main Terms. In the event of any inconsistency or conflict between the terms and conditions of this SOW and the Main Terms, the terms and conditions of this SOW shall govern with respect to the subject matter of this SOW only. Capitalized terms used in this SOW shall have the meaning defined in the Main Terms. This SOW may not be modified or



amended except in a writing signed by a duly authorized representative of each party.

## 6. Assumptions

- a. Notwithstanding anything in the Main Terms to the contrary, Snowflake shall own all rights, title and interest in and to the Service and any Technical Services, deliverables, tools or related intellectual property provided or made available by Snowflake under this SOW.
- b. All electronic and hard copy versions of any deliverables are provided for Customer's internal training purposes only. Customer is prohibited from: (a) modifying the deliverables; and (b) reselling or sublicensing any deliverables. Customer may not utilize the deliverables to replicate or attempt to perform the training or to develop or attempt to develop any of the products described in such deliverables. Deliverables are not subject to any maintenance, support or updates.
- c. Customer may not record, film, stream or otherwise capture any performance or aspect of the Technical Services.
- d. The Technical Services shall be delivered remotely (or onsite at the ship to address listed on the Order Form if agreed to in writing by the parties). If onsite delivery is applicable, Customer is responsible for providing the appropriate facilities for the Technical Service delivery, including Internet connectivity, access and appropriate workspace.
- e. Snowflake will not get access to any Customer Data and will have no liability under this SOW related to Customer Data under this SOW.
- f. The Technical Services delivered under this SOW will be delivered during regular business hours (8am to 5pm local time), Monday through Friday (holidays excluded).



## **APPENDIX A**

### **Technical Services Description**

The Snowflake 360 package is a one-week engagement that is designed to assist Customer's efforts to effectively utilize Snowflake, including training on Snowflake features and functionality. In addition, a Snowflake Solutions Architect will utilize interactive discussions and expert analysis to provide recommendations to Customer regarding resource management, performance settings, data loading patterns and resource utilization. Snowflake will also review metrics and utilization data of Customer's Snowflake implementation and will provide written data-driven recommendations that the Customer can use to make decisions regarding the use of Snowflake.

Technical Services will include the following activities:

- Conduct kickoff conversation to understand the business reasons behind the Snowflake 360 and how the Customer uses Snowflake (workloads, warehouses etc.)
- Collect diagnostic data on the customer's Snowflake implementation
- Analyze the diagnostic data suggestions and recommendations on Customer's Snowflake implementation that may include:
  - Performance setting
  - Resources utilization
  - Resource Management
  - Data Loading patterns
- Prepare a Snowflake 360 report that documents the state of the Customer Snowflake implementation and any suggested suggestions or recommendations
- Schedule a final review meeting