



## PARTIAL RESIDENT SOLUTIONS ARCHITECT SOW

This Statement of Work ("SOW") is made and entered into as of the date the ordering document that references this SOW (the "Order Form") becomes binding (the "SOW Effective Date") by and between the customer noted on the Order Form ("Customer") and the Snowflake entity noted on the Order Form ("Snowflake") and describes the services to be performed by Snowflake for Customer as further described in this SOW ("Technical Services").

- 1. Description of Technical Services.** During the Term, a Snowflake Partial Resident Solutions Architect (PRSA) will provide hours as specified in the Order Form roughly equating to a partial FTE. The Technical Services described herein will commence on the earlier of: (a) thirty (30) days from the Effective Date of this SOW or (b) the date mutually agreed upon by the parties and will terminate twelve (12) months thereafter ("Term").

### Engagement Structure

The Snowflake PRSA is structured as a 12-month engagement. The PRSA will work with Customer to jointly establish the overall engagement plan with near and longer-term priorities. The PRSA will provide weekly project status and quarterly project meetings to review progress and to jointly adjust and define priorities.

### PRSA Responsibilities

The PRSA responsibilities include:

1. Provide ongoing technical guidance for ingestion, security, performance tuning & optimization, and advanced Snowflake features;
2. Provide product advocacy and customer enablement;
3. 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 configuration, accounts, security guidance, databases, data management and other topics as agreed upon by the parties;
4. Serve as a primary technical lead with access to Snowflake technical experts that can facilitate collaboration on broader technical items;
5. 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
6. Engage with other Snowflake technical leaders.

With the exception of the Onsite Checkpoint Meetings described below, the PRSA Technical Services are delivered remotely.

Onsite Checkpoint Meetings: Up to two (2) times during the Term, Customer may request that the PRSA be onsite in order to provide focused break-out sessions and a checkpoint on progress ("Onsite Checkpoint Meeting"). All Onsite Checkpoint Meetings must be agreed upon by the parties and scheduled at least two weeks in advance. Two (2) additional Onsite Checkpoint Meetings will be available for each 10-hour (per week) increase in PRSA Technical Services that is procured separately by Customer.

## 2. Pricing and Payment Terms.

The Technical Services described in this SOW will be provided on a time and materials basis (in USD) pursuant to the rates set forth in the Order Form. All hours provided pursuant to this SOW will be billed to Customer in arrears on a calendar monthly basis and payable net 30 from the invoice date (unless otherwise specified in the Agreement or Order Form referencing this SOW). The Technical Services will be deemed accepted thirty (30) days following delivery.



**Late Payments:** Unless otherwise set forth in: (a) the Agreement or (b) the applicable Order Form or other order documentation referencing this SOW, if any fees payable to Snowflake remain unpaid past the due date, then: (i) the overdue balance will be subject to interest at the rate of one and one-half percent (1.5%) per month (or 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 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.

**Change Orders:** Any requirement(s) or deviations from the Technical Services described herein will be considered outside of the scope and must be procured on a separate SOW or through a signed amendment or change order to this SOW ("**Change Order**") that may result in additional cost and/or modified terms.

**3. Expenses.** No expenses will be charged to Customer under this SOW.

**4. Scheduling and Term.** All Technical Services must be completed within the Term.

**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, Customer 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, Customer will be charged: (a) a rescheduling fee of ten-thousand dollars (\$10,000 USD) 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 above in Section 2 and will be billed separately.

**5. General Provisions.** This SOW shall be governed by the Agreement as defined herein. The "Agreement" means, in order of precedence, the following agreement that governs the use of the Snowflake product or service (the "Service") entered into by Customer: (i) the fully executed Master SaaS Agreement or similar agreement; (ii) the Snowflake Terms of Service located at: <https://www.snowflake.com/legal-gov/>; or (iii) the Snowflake Self-Service On Demand Terms of Service located at: <https://www.snowflake.com/legal-gov/>. 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-gov/> ("Addendum"). For clarity, Customer's use of the Service is governed by the Agreement and not this SOW. Upon execution of the Order Form or other documentation referencing the SOW, this SOW shall be incorporated by reference into the Agreement. 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 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.

**6. Assumptions and Dependencies.**

The parties agree on the following:

- a. Notwithstanding anything in the Agreement to the contrary, Snowflake shall own all rights, title and interest in and to the Service and any Technical Services, deliverables, tools or related pre-existing or developed intellectual property provided or made available by Snowflake under this SOW.



- b. Unless otherwise agreed to by the parties, all electronic and hard copy versions of any deliverables are provided for Customer's internal purposes only. Customer is prohibited from reselling or sublicensing any deliverables. Customer may not utilize the deliverables to replicate or attempt to perform the Technical Services 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 in video or audio format any performance or aspect of the Technical Services.
- d. To facilitate security of Customer Data and associated systems, Customer will not grant Snowflake access to Customer Data under this SOW. In addition, except for Customer provided access to Customer's Snowflake Account (if contemplated within the scope of the Technical Services described herein), Customer will not grant Snowflake access to any Customer systems, Customer networks or Customer applications. Snowflake will have no liability under this SOW related to the access noted in this Section.
- e. Snowflake may subcontract this work but only with Customer's prior approval and documented in a contractual arrangement between the parties. Relevant terms in this SOW will also be flowed down to the subcontractor, as applicable.
- f. Customer will assign a Project Manager 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.
- g. Customer will be responsible for determining if, how and when it will implement any recommendations made by Snowflake.
- h. The Technical Services will be provided during regular business hours (8am to 5pm local time), Monday through Friday (holidays excluded).
- i. Onsite Technical Services shall be delivered at the ship to address listed on the Order Form or other documentation referencing the SOW.