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, Snowflake will provide a dedicated Partial Resident Solutions Architect (PRSA) available for up to ten (10) hours per week (M-F). 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.

   The RSA Technical Services will be delivered remotely, unless otherwise agreed to in advance in writing by the parties.

2. **Pricing and Payment Terms.**

   The Technical Services described in this SOW will be provided on a fixed price basis pursuant to the fees and payment terms set forth on the Order Form or other order documentation referencing this SOW. Customer shall not be due any credit or refund for any Technical Services not consumed during the Term.

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**. Fees exclude any travel or related expenses. If applicable, Snowflake will work directly with Customer to plan reasonable travel, hotel and other expenses required in connection with the provision of the Technical Services described in this SOW. Any costs attributable to such travel, hotel and other expenses shall be invoiced by Snowflake and payable by Customer and are in addition to the fees set forth herein.

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) (or its equivalent amount if charged in a different 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 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/; or (iii) the Snowflake Self-Service On Demand Terms of Service located at: https://www.snowflake.com/legal/. 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/ ("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.   Snowflake reserves the right to subcontract the Technical Services described herein. Snowflake will be responsible for the performance of any subcontractors engaged in the delivery of the subcontracted Technical Services.

e.   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.

f.   Customer will be responsible for determining if, how and when it will implement any recommendations made by Snowflake.

g.   The Technical Services will be provided during regular business hours (8am to 5pm local time), Monday through Friday (holidays excluded).

h.   Onsite Technical Services shall be delivered at the ship to address listed on the Order Form or other documentation referencing the SOW.

7.   Snowflake Access
This Section describes access to Customer Data, Service accounts and other Customer equipment, laptops, systems, applications (including External Data Applications), virtual desktop infrastructures, environments and networks (collectively, "Customer Assets").

a.   **Scope of Access**. Customer may provide access to the following to enable Snowflake to provide the Technical Services described in this SOW:

☒ Snowflake Service account: ☒ non-production   ☒ production
☒ Customer Data (i.e., content uploaded for storage in the Service)
☒ Customer-managed applications for project management or collaboration (e.g., email, Jira, Slack, etc.)

Notwithstanding anything to the contrary herein, Customer shall not grant access to any External Data Applications, sensitive data, including without limitation, any personal data, credit card or other financial account information, or protected health information. Where access to the Customer's Service account is granted, Customer shall be responsible for any consumption within the Service account generated from the supplied credentials as requested by Customer or reasonably necessary for the provision of the Technical Services described in this SOW and Customer is solely responsible for ensuring that the duration and scope of access to Customer Assets is strictly limited to the access required hereunder and such access may not extend past the Term of this SOW. "External Data Applications" includes systems or applications from which data is being migrated or through which data is being transmitted for upload to the Service, such as another data warehousing application, data source system, or ETL tool.

b.   **Method of Access**. For access indicated under Section 7(a), Snowflake personnel shall use:

A Customer-provided laptop with hard drive encryption and industry standard anti-malware solutions or a Customer-provided virtual desktop infrastructure hosted by or on behalf of Customer and accessed via a Snowflake-provided laptop. Customer acknowledges that use of Snowflake-managed laptops is based on standard Snowflake configurations and policies and is not customized to meet any Customer specific security requirements.

c.   **Additional Terms**.

(i)   Customer will configure all applicable Customer Assets to prevent Snowflake personnel from committing code changes or otherwise making changes to the Customer Assets that will impact production environments or production data. Further, Customer shall ensure that each Snowflake personnel with access is provided a unique user ID and password and only the minimum necessary access and privileges required for the individual to provide the Technical Services. Customer must set secure remote access configurations to Customer's networks (if any) to prevent local network connection(s) to Customer's networks and must only allow those connections required to perform the Technical Service.

(ii)   If Customer provides access to External Data Applications, then it is Customer's sole and exclusive responsibility to select and configure all External Data Applications and connections to and from the foregoing. Customer will not grant roles in External Data 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.

(iii)   If Snowflake personnel are accessing Customer Assets via a Snowflake-provided laptop, then Customer shall not request that Snowflake personnel use, or otherwise provide to such personnel, software which could allow Customer or a third party to access or use a Snowflake laptop (e.g., remote server services software or SSH access to a laptop).