TECHNICAL SERVICES ADDENDUM

If Snowflake is providing access to its Software-as-a-Service application (the "Service") to Customer, such access shall not be governed by this TSA, but by (in order of precedence, as applicable): (i) the fully executed Master SaaS Agreement ("MSaaS") or similar agreement entered by and between the parties governing the Service; (ii) the then-current version of the Snowflake Terms of Service located at: https://www.snowflake.com/legal or (iii) the then-current version of the Self Service On Demand Terms of Service located at: https://www.snowflake.com/legal (the "Main Terms"). Except as set forth in this TSA as applicable to Technical Services, this TSA shall otherwise be subject to the Main Terms. Any defined terms used herein but not defined will have the meaning as defined in the Main Terms.

1.   Technical Services. Under this Technical Services Addendum ("TSA"), certain consulting, training or educational services will be provided to Customer by or on behalf of Snowflake ("**Technical Services**") as further described in a Statement of Work or Order Form (as applicable) referencing this TSA or the Main Terms and executed by both parties describing: (a) the services to be performed, (b) Fees and (c) any applicable milestones, dependencies and other technical specifications or related information related to the Technical Services (each, a "**Statement of Work**" or "**SOW**"). All SOWs shall be deemed part of and subject to this TSA and Main Terms.

2.   Changes to Scope. Any requirement(s) or deviations from the scope of work or terms that are not specifically included and described in an SOW will be considered outside the scope and must be procured separately through a formal, written, signed amendment or change order to the SOW ("**Change Order**") that may result in additional cost or modified terms.

3.   Customer Obligations.

3.1   Assistance. Customer agrees to provide Snowflake with reasonable access to Customer Materials (defined below), resources, personnel, equipment or facilities to the extent such access is necessary for the provision of Technical Services. Snowflake shall have no liability and shall be excused from the performance of Technical Services with respect to its inability to perform such Technical Services to the extent caused by Customer's failure or delay to provide necessary Customer Materials in a timely manner.

3.2   Customer Materials. Customer hereby grants Snowflake a limited right to use any Customer materials provided to Snowflake in connection with Technical Services (the "**Customer Materials**") solely for the purpose of providing Technical Services to Customer. Customer will retain any of its rights (including all intellectual property rights) in the Customer Materials. Customer represents and warrants to Snowflake that Customer has sufficient rights in the Customer Materials to grant the rights granted to Snowflake in this Section and that the Customer Materials do not infringe or violate the intellectual property, publicity, privacy or other rights of any third party.

4.   Deliverables and Snowflake Technology.

4.1   **License to Deliverables.** Unless otherwise set forth in the applicable SOW, subject to this TSA, Snowflake hereby grants Customer a limited, non-exclusive, royalty-free, non-transferable worldwide license to use the Deliverables solely in connection with such Customer's use of the Snowflake Service

during the period in which such Customer has valid access to the Snowflake Service. Customer may not reverse engineer, decompile, disassemble, translate, copy, reproduce, display, publish, create derivative works of, assign, sell, lease, rent, license, sublicense or grant a security interest in all or any portion of the Deliverables. "**Deliverables**" means anything provided to Customer under this TSA, including, but not limited to all deliverables, work product, code (including SQL queries) and any derivative, enhancement or modification thereof, but does not include any Customer Materials.

4.2   **License to Tools.** Notwithstanding any other provision of this TSA: (i) nothing herein shall be construed to assign or transfer any intellectual property rights in the proprietary tools, libraries, know-how, techniques and expertise ("Tools") used by Snowflake to develop the Deliverables, and to the extent such Tools are delivered with or as part of the Deliverables, they are licensed, not assigned, to Customer, on the same terms as the Deliverables or as otherwise agreed by Customer; and (ii) the term "Deliverables" shall not include the Tools. Tools are Snowflake Confidential Information.

4.3   Restrictions. Customer shall not (and shall not permit any third party to): (a) use, copy or distribute the Deliverables or Tools except as expressly permitted herein; (b) reverse engineer, decompile or disassemble any Deliverables; or (c) modify or create any derivative work of the Deliverables (unless expressly permitted in the applicable SOW).

4.4   Snowflake Ownership. Except as expressly provided in Section 4.1 (License to Deliverables), Snowflake does not grant any rights or licenses to Customer under its intellectual property rights, whether express or implied. Notwithstanding anything to the contrary herein, except as expressly provided in Section 4.1 (License to Deliverables), Snowflake and its suppliers have and will retain all right, title and interest (including, without limitation, all patent, copyright, trademark, trade secret and other intellectual property rights) in and to (a) the Snowflake Service, (b) the Deliverables, (c) any Snowflake know-how, tools, methodologies, techniques or expertise used or embodied in any Technical Services or Deliverables, (d) any and all related and underlying technology and documentation, and (e) any modifications, improvements and derivative works thereof created by or for Snowflake (including to the extent incorporating Feedback) ("**Snowflake Technology**"). Notwithstanding anything to the contrary herein, Snowflake may freely use and incorporate into Snowflake's products and

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services any suggestions, enhancement requests, recommendations, corrections, or other feedback provided by Customer relating to Snowflake's products or services ("**Feedback**").

5   Access to Customer Data. Unless specifically set forth in an SOW, the parties agree that Snowflake will not have access to Customer Data, Customer systems, Customer networks or Customer applications (other than access to Customer's Snowflake account, if such access is contemplated in an SOW) in performance of the Technical Services and Customer will not grant Snowflake such access . If such access is specifically set forth in an SOW, then unless otherwise agreed to in an SOW, Snowflake's access to such Customer Data, systems, networks or applications is subject to the following terms and conditions,: (a) Customer is solely responsible for ensuring that both the duration and configuration of the scope of access to Customer Data is strictly limited to the access required under the specific SOW; (b) such access may not extend past the Term of the applicable SOW and will be limited to the Snowflake Service; (c) Customer is solely responsible for access control management and must ensure that any access to Customer Data that Customer grants to Snowflake is limited to: (i) read-only access; and (ii) in Customer's Snowflake development environment only; (d) Customer will not grant Snowflake access to any other Snowflake environment (including, but not limited to test, prod or disaster recovery); (e) Snowflake may only access Customer Data through secure Customer workstations and networks that are provided, monitored, managed, configured, supported and maintained by Customer; (f) Customer must provide unique user ID/passwords to any Snowflake resource that requires access to Customer Data as described herein; (g) such credentials noted in (f) above will be solely managed by Customer and Customer will be responsible for any consumption generated from the supplied credentials and (h) Customer will not grant access to any Customer Data that is unencrypted or contains personal data.

6   Payment and Taxes. Customer will pay Snowflake the amounts and at the times set forth in the applicable SOW. Unless otherwise specified in the applicable SOW, Customer agrees to reimburse Snowflake for travel, lodging and meal expenses incurred in the course of providing Technical Services at any location other than Snowflake's site. Snowflake will invoice Customer for expenses incurred. Unless otherwise agreed to by the parties in the applicable SOW, all payments are non-refundable and shall be made in U.S. dollars within thirty (30) days from the date of Snowflake's invoice. 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.. Taxes will not be deducted from payments to Snowflake, except as required by applicable law, in which case Customer will increase the amount payable as necessary so that, after making all required deductions and withholdings, Snowflake receives and retains (free from any liability for Taxes)

an amount equal to the amount it would have received had no such deductions or withholdings been made. Upon Snowflake's request, Customer will provide to Snowflake its proof of withholding tax remittance to the respective taxing authority. Any late payments shall be subject to a service charge equal to 1.5% per month of the amount due or the maximum amount allowed by law, whichever is less.

7   Term and Termination. This TSA remains in effect until termination of the Main Terms or as terminated in accordance with this Section. Either party may terminate this TSA for convenience at any time by giving the other party thirty (30) days written notice, but such termination will not affect any SOW in effect at the time of termination (and this TSA will continue to survive and apply with respect to any such SOW until expiration or termination of such SOW hereunder). In addition, either party may terminate this TSA or any SOW if the other party: (a) fails to cure any material breach of this TSA or SOW within thirty (30) days after written notice of such breach; (b) ceases operation without a successor; or (c) seeks protection under any bankruptcy, receivership, trust deed, creditors arrangement, composition or comparable proceeding, or if any such proceeding is instituted against such party (and not dismissed within sixty (60) days thereafter). Sections 3 (Customer Obligations), 4 (Deliverables and Snowflake Technology), will survive any termination or expiration of this TSA. Section 6 (Payment and Taxes) will survive with respect to payments accrued prior to termination.

8   Technical Services Warranty. Snowflake warrants that any Technical Services will be performed in a professional and workmanlike manner in accordance with industry standards and substantially in accordance with the SOW. In the event of a breach of this warranty, Snowflake will use commercially reasonable efforts to re-perform the Technical Services to correct the non-conformity, at no charge to Customer, and if Snowflake is unable to correct the reported non-conformity after two attempts, either party may terminate the applicable SOW and Customer will receive a refund of any unused Fees Customer has pre-paid for the Technical Services purchased thereunder. The foregoing shall be Customer's sole and exclusive remedy for any breach of the warranty set forth in this Section. This warranty will not apply unless Customer makes a claim within thirty (30) days from the date such Technical Services were initially provided.

9   Independent Contractor. Snowflake's relationship with Customer will be that of an independent contractor. Neither party will have any authority to bind the other, to assume or create any obligation, to enter into any agreements, or to make any warranties or representations on behalf of the other. Nothing in this TSA shall be deemed to create any agency, partnership or joint venture relationship between the parties. Each party is solely responsible for all of its employees and agents and its labor cost and expenses and for any and all claims, liabilities or damages or debts of any type whatsoever that may arise on account of each party's activities or those of its employees or agents in the performance of this TSA. Snowflake reserves the right to use third-parties (who are under a covenant of confidentiality with Snowflake) to provide any Technical Services described hereunder.