

## TECHNICAL SERVICES SOW

This Statement of Work (“**Statement of Work**” or “**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 (as defined in the Order Form referencing this SOW) (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. The language of this SOW is English and Simplified Chinese. In the event of a conflict between the English and Simplified Chinese text, the English text shall govern.

本工作说明书 (“**工作说明书**”或“**SOW**”) 规定了Snowflake提供技术服务的条款与条件。本SOW自订单生效日 (定义见提及本SOW的订单, 下称“**SOW生效日**”) 起生效并具有约束力, 由客户与Snowflake共同订立。自Snowflake开始履行相关技术服务之日起, 本SOW适用于下文所述技术服务的提供。本SOW以英文和简体中文书写, 如果英文文本与简体中文文本之间有冲突, 应以英文文本为准。

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 to which this SOW is attached; and (iii) “**Snowflake**” means the Snowflake entity specified on the Order Form. Other capitalized terms used but not defined in this SOW will have the same meaning set forth in the Order Form or Agreement.

在本SOW中: (i) “**客户**”指订单中指定的、购买技术服务的实体; (ii) “**订单**”指本SOW所附的、经Snowflake批准的订购文件; (iii) “**Snowflake**”指订单中指定的Snowflake实体。本SOW中使用但未定义的其他术语, 其含义与订单或协议中所载的含义相同。

### A. Description of Technical Services 技术服务描述

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), Term(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 ensuring that Snowflake has access to appropriate facilities for delivery of Technical Services, including but not limited to (as applicable), Internet connectivity, presentation equipment and workspaces.

Snowflake将根据订单中所载的数量、价格、工时数、周期、期限及其他范围限制, 并依据本SOW中的描述、条款与条件, 向客户提供订单中指定的技术服务。除非下文的描述另有说明或双方另行书面约定, 所有技术服务均通过远程方式交付。如需现场交付 (如适用), 客户应确保Snowflake有权使用相应的设施提供技术服务, 包括但不限于 (视情况而定) 互联网连接、演示设备及工作空间。

#### 1. Training Courses - Public, Private or Additional Student 培训课程—公开课程、专属课程或额外学员

Snowflake will provide Customer attendees with the training course(s) identified in the Order Form. Training courses provided by Snowflake are offered either as private courses (delivered to a specific Customer’s attendees) or public courses (delivered publicly). Private courses are provided virtually unless otherwise mutually agreed in advance in writing, and attendance is limited to 15 Customer participants unless additional student seats have been purchased pursuant to an Order Form. Public courses are provided remotely or at a designated Snowflake site, and attendance is subject to availability of seats. Certain training courses or tests may require an attendee to complete certain prerequisites prior to attending the class or test. Individuals who do not meet the necessary prerequisites may be denied attendance until the prerequisite is complete. No refund or credits will be provided for failure to complete prerequisites. Information on applicable pre-requisites may be found on Snowflake’s online Training Portal. Any unused Training courses at the end of the applicable Term shall expire and no refund or credit will be due to the Customer.

Snowflake将为客户参训人员提供订单中指定的培训课程。Snowflake提供的培训课程分为专属课程 (面向特定客户参训人员) 和公开课程 (公开授课)。专属课程以虚拟方式提供 (除非双方事先书面另行约定), 且参训人数上限为15名客户参训人员, 除非客户已根据订单购买额外学员席位。公开课程通过远程方式或在指定Snowflake场地进行, 参与名额视席位供应情况而定。部分培训课程或考试可能要求学员在参加课程或考试前满足特定先决条件。未满足必要先决条件的个人可能被拒绝参与, 直至满足相应条件。对于未满足先决条件的情况, 不会退款或提供费用抵扣。相关先决条件信息可查阅Snowflake在线培训门户。相关期限届满时未使用的培训课程将自动失效, 不会向客户退款或提供费用抵扣。

#### 2. On-Demand Training Courses 按需培训课程

On-Demand courses provide a participant with access to online course modules, assessments and/or labs designed to train the participant on the use of the Snowflake Service. Once a participant is enrolled, the on-demand content may be accessed by that participant an unlimited number of times. Access to the online content expires within six (6) months from the date of enrollment or upon expiration of the Term, whichever occurs first. Any unused On-Demand Training courses at the end of the applicable Term shall expire and no refund or credit will be due to the Customer. Each on-demand course is offered to a single, named participant where one license equals to a single user, as counted by a unique email address. Use of and access to the on-demand content is limited to that single, unique participant. Licenses are non-transferable, and participants may not share user credentials or otherwise grant access to any of the content provided as part of the on-demand course. Without limiting other available remedies, participants found to be sharing a license with others will be deemed ineligible for course completion certificates, access will be revoked, and fees paid will be forfeited. Snowflake reserves the right in its discretion to ban individuals who violate this provision from future courses.

按需课程为学员提供对在线课程模块、评估及/或实验室的访问权限, 旨在培训学员使用Snowflake服务。学员注册后可无限次访问按需课程的内容。在线内容访问权限于注册之日起满六 (6) 个月之时或于期限届满时 (以较早者为准) 失效。相关期限届满时未使用的按需课程将自动失效, 不会向客户退款或提供费用抵扣。每门按需课程仅限单一指定学员使用, 单一许可证对应单一用户 (以唯一电邮地址计)。按需课程内容的使用和访问权限仅限该唯一学员享有。许可证不可转让, 学员不得共享用户凭证或另行授予他人访问按需课程内容的权限。在不限制其他可用救济的前提下, 经查实与他人共享许可证的学员将丧失课程结业证书获取资格, 其访问权限将被撤销, 已支付费用不予退还。Snowflake保留酌情禁止违反本条款者参加未来课程的权利。

#### 3. Exams and Test Passes 考试与考试码

Snowflake will provide Customer attendees with the Test Pass for the exam(s) identified in the Order Form. A "Test Pass" is a code that can be used for a single registration for a Snowflake testing exam, which is administered through Snowflake's exam delivery vendor. Each Test Pass is valid for the Term as indicated in the Order Form. The Test Pass has no cash or monetary value and may not be used for any other purpose. Any participant engaged in unethical practices during an exam will be deemed ineligible for exam completion or certificates, access will be revoked, and fees paid will be forfeited. Snowflake reserves the right in its discretion to ban individuals who violate this provision from future exams. Any access to or use of training deliverables (including training materials, on-demand training content and tests) is subject to the other terms and conditions of this SOW, including payment of applicable fees.

Snowflake将为客户参训人员提供订单中指定考试的考试码。"考试码"是可用于单次注册Snowflake考试的代码，该考试由Snowflake考试服务供应商负责实施。每个考试码在订单所示的期限内有效。考试码不具备现金或货币价值，不得用于任何其他用途。任何在考试中有不道德行为的学员，将被视为丧失考试完成资格及证书获取资格，其访问权限将被撤销，已支付费用不予退还。Snowflake保留酌情禁止违反本条款者参加未来考试的权利。对培训交付物（包括培训材料、按需培训内容 & 考试）的任何访问或使用，均须遵守本SOW的其他条款与条件，包括支付相关费用。

## B. Payments and Expenses 付款与支出

1. **Fees.** The fees for each Technical Services offering are specified in the Order Form, and Customer agrees to pay 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).

**费用。**各项技术服务的费用详见订单，客户同意按订单规定的付款条款支付费用。任何适用折扣（包括批量采购协议折扣）须在订单中明确体现方可生效，且仅适用于该订单。在不限制其他可用救济的前提下，Snowflake可以在客户付清所有到期款项前暂停提供技术服务，但须受制于协议中载明的任何适用账单争议条款。为避免疑义，在向Snowflake授予Snowflake服务账户的访问权限的情况下，客户应承担该Snowflake服务账户内为提供技术服务而请求的或合理必要的任何服务消耗费用。

2. **Expenses.** The Upfront expense amounts listed in the Order Form ("**Approved Upfront Expense(s)**") are provided on an estimated basis only. The Approved Upfront 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 prepaid but unused Approved Upfront Expenses remaining at the end of the Term are non-refundable.

**支出。**订单中列明的预付支出金额（"**批准预付支出**"）仅为预估值。客户须在期限届满或终止前使用批准预付支出。超出批准预付支出的支出须通过变更单以书面形式约定。期限届满时已预付但未使用的批准预付支出不予退还。

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.

**账单与收货信息。**订单中将载明相关的账单地址与收货地址。若提供收货地址，任何现场技术服务将交付至该地址。若未提供地址，除非双方另有约定，所有现场技术服务将交付至账单地址。

## C. Scheduling and Term 排期与期限

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).

**期限。**本SOW中所述的各项技术服务的"**期限**"以订单载明的为准；若未载明，则期限为SOW生效日起十二(12)个月。各项技术服务仅在其相关期限内提供，不会就未在相关期限内消耗的技术服务（包括但不限于未使用的工时、培训、额度或服务包）向客户提供费用抵扣或退款。除非订单另有规定，本SOW将于相关技术服务完成时或相关技术服务的期限届满时（以较早者为准）失效。

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](https://training.snowflake.com).

**排期。**技术服务仅于正常工作时间（当地时间上午8点至下午5点）提供，服务日为周一至周五（节假日除外）。除非双方另有约定，除公开培训外，所有技术服务均须提前按周预定至双方认可的日期。公开培训的在线排期信息可在[training.snowflake.com](https://training.snowflake.com)上查阅。

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.

**可用工时。**基于工时和材料计费的技术服务（无论预付或后付），其提供时长受制于订单中指定的工时。订单所列工时仅为预估值，实际完成所有活动可能需要额外工时。若需额外工时，双方须共同批准并签署变更单。

4. **Rescheduling Policy for Training based Technical Services.** Customer may reschedule previously scheduled training without charge thirty (30) or more days in advance of the scheduled start date. If training is rescheduled more than fifteen (15) days in advance, but fewer than thirty (30) days in advance, then Customer will be charged a rescheduling fee equal to 50% of the fee for such training. If training is rescheduled fifteen (15) or fewer days in advance of the

scheduled start date, then Customer will be charged a fee equal to the full course price for such training. The fees set forth in this section are in addition to any fees set forth in the Order Form and will be billed separately.

**培训类技术服务的改期政策。**客户可在原定培训开始日期前三十 (30) 天或更早免费改期。若提前十五 (15) 天以上 (但不超过三十 (30) 天) 改期, 客户需支付相当于该培训费用50%的改期费。若在原定培训开始日期前五 (15) 天或更短时间内改期, 客户需支付相当于该培训课程全额费用的改期费。本条款所述费用并不包含在订单中列明的任何费用中, 将单独计费。

#### D. Snowflake Access Snowflake访问权限

**1. No Snowflake Access.** To facilitate security, Customer will not provide Snowflake personnel with access to any Customer Data or Customer Assets. "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; and "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.

**禁止Snowflake访问。**为保障安全, 客户不会向Snowflake人员提供对任何客户数据或客户资产的访问权限。"客户资产"指客户数据、Snowflake服务账户及其他由客户或代表客户提供的设备、笔记本电脑、系统、应用程序 (包括外部数据应用程序)、虚拟桌面基础设施、环境及网络;"客户数据"指由客户或代表客户上传至Snowflake服务、存储于数据存储库中的任何类型数据或数据文档。

**2. Customer Obligations.** Customer shall not request that Snowflake personnel use, or otherwise provide to such personnel, software or other code for Snowflake's systems and/or equipment which could allow Customer or a third party to access or use a Snowflake laptop such systems and/or equipment (e.g., remote server services software or SSH access to a laptop).

**客户义务。**客户不得要求Snowflake人员使用或另行向其提供针对Snowflake的系统及/或设备的、可能使客户或第三方能够访问或使用Snowflake笔记本电脑、此类系统及/或设备的软件或其他代码 (例如远程服务器服务软件或笔记本电脑的SSH访问权限)。

#### E. Additional Terms 补充条款

**1.** This SOW shall be governed by the Agreement as defined in the applicable Order Form. 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. Any acceptance of Customer's policies, standards, or other similar requirements by Snowflake resources will not change the parties' commitments or distribution of obligations regarding any access provisions set forth in this SOW. 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.

本SOW应受协议 (定义见相关订单) 的约束。若本SOW的条款和条件与协议的条款和条件之间存在不一致或冲突, 仅就本SOW的主题事项而言, 应以本SOW的条款和条件为准。Snowflake资源对客户政策、标准或其他类似要求的接受, 不改变双方在本SOW所载的任何访问权限条款方面的承诺或义务分配。订单签署后, 本SOW将通过提及纳入协议。为明确起见, 客户使用Snowflake服务 (包括预览版) 受到对该Snowflake服务的使用适用的协议 (而非本SOW) 的管辖。

**2.** This SOW (including any of its 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.

本SOW (包括其任何附件或附录) 不得修改或修订, 除非经Snowflake和客户的一名正式授权代表签署书面修订协议或变更单 ("**变更单**"). 变更单可能导致经双方一致约定的额外费用及/或条款调整。

**3.** Customer will ensure that a project manager is assigned for the duration of the project who will coordinate meeting schedules and availability of personnel reasonably needed for the delivery of the Technical Services. Customer further agrees to reasonably cooperate with Snowflake and to ensure access to personnel, materials and information as reasonably requested. Customer shall ensure that a secure sharing method is used to share any confidential documents (e.g., network diagrams).

客户应确保在项目期间指派项目经理, 负责协调会议安排及技术服务交付合理所需人员的安排。客户进一步同意, 其将与Snowflake合理协作, 确保按合理要求提供接触人员、查阅材料及获得信息的权限。客户须确保采用安全共享方式传递任何保密文件 (例如网络拓扑图)。

**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 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.

作为技术服务组成部分提供的任何材料或其他交付物的所有电子版及/或纸质版, 均仅供客户内部使用以支持其使用Snowflake服务。在不限协议中所载的相关许可限制的前提下, 此类材料及其他交付物不得分发、转售或再许可, 不得用于为他人复制或尝试履行技术服务, 亦不得用于开发或尝试开发其中所述的任何产品或服务。技术服务及依据本SOW提供或开发的任何工具、材料及其他交付物均属Snowflake技术, Snowflake应保留此类项目的所有权利 (包括知识产权)、所有权及权益, 即使协议中有任何相反的规定。不针对交付物提供任何维护、支持或更新服务。

**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.

客户可根据下列条款和条件，录制技术服务工作会话（不包括与培训类技术服务有关的工作会话）的视频或音频记录（“**录制件**”），但仅供客户内部使用以支持其使用Snowflake服务：a) Snowflake及所有会话参与者须事先知悉并同意录制件的制作；b) 客户制作或访问任何录制件时，即视为已知悉该录制件构成Snowflake的保密信息，并受协议中对保密信息适用的相关保护条款的约束；c) 尽管协议中有任何相反的规定，录制件及其所含内容均按“原样”提供，Snowflake不作任何类型的保证；及d) 客户确认服务一直在持续更新，并且客户承担录制件可能不时包含过时内容的风险。

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.

对于非由Snowflake开发的软件或组件（包括第三方SaaS服务及开源软件组件，统称“**第三方软件**”），Snowflake不承担任何责任。若技术服务使用第三方软件或与此类软件的集成，客户应负责提供此类第三方软件及/或启用与此类第三方软件的集成，并负责遵守任何适用的第三方许可条款。

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.

Snowflake执行技术服务的详情仅在本SOW及相关订单中载明。客户应自行负责确定是否、如何及何时实施、测试、发布或部署Snowflake提供的交付物（包括但不限于任何建议或最佳实践）。

8. Materials and other deliverables provided as part of a training course (including training materials, on-demand training content and tests) are the Confidential Information of Snowflake and may only be used internally during the applicable Term by Customer's training participant to receive training. Training participants may not share, disclose, copy or publish these deliverables with individuals who did not participate in training, nor use these deliverables for any purpose unrelated to receiving the training. These obligations continue even after expiration of the Term. Snowflake reserves the right to subcontract the training based Technical Services described in this SOW but will remain responsible for the performance of any subcontractors engaged in the delivery of the subcontracted training based Technical Services.

作为培训课程组成部分提供的材料及其他交付物（包括培训材料、按需培训内容及考试内容）均属Snowflake的保密信息，仅可在相关期限内由客户参训人员用于接受培训。参训人员不得向未参与培训的个人分享、披露、复制或发布这些交付物，亦不得将这些交付物用于与接受培训无关的任何目的。此类义务在期限届满后仍持续有效。Snowflake保留将本SOW中所述的培训类技术服务分包给他人的权利，但仍须对参与交付所分包的培训类技术服务的任何分包商的履约承担责任。