



County of Fairfax, Virginia

AMENDMENT

Amendment 4 to Contract No. 4400012308

This Amendment is entered into by **Fairfax County** (the "County") and **GovConnection Inc. dba Connection - Public Sector Solutions, Inc.** ("Connection," and together with the County, the "Parties") and is effective as of the date fully executed by the parties.

WHEREAS, under the Contract, Connection provides the County with access to certain Snowflake services (the "Snowflake Service") under Snowflake's U.S. Public Sector Reseller model; and

WHEREAS, under this reseller structure, the County contracts directly with Connection, and Connection, in turn, maintains arrangements with Snowflake Inc. ("Snowflake") and/or Carahsoft Technology Corp. ("Carahsoft") for the provision of the Snowflake Service; and

WHEREAS, the Parties wish to clarify and confirm that Connection assumes all contractual obligations and responsibilities to the County associated with the Snowflake Service, including obligations reflected in the applicable Snowflake U.S. Public Sector Reseller Access Terms and any related Security Addendum.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein, the Parties agree as follows:

1. Assumption of Obligations and Responsibilities:

- 1.1. Connection remains the sole and primary contractor to the County under the Contract. Connection expressly assumes and shall be responsible to the County for the performance of all duties, obligations, warranties, covenants, and responsibilities associated with the Snowflake Service that would otherwise be owed by Snowflake to a customer under the applicable Snowflake U.S. Public Sector Reseller Access Terms and any related Security Addendum (collectively, the "Access Terms"), including, without limitation, those relating to security, service performance, availability, confidentiality, and support.
- 1.2. For purposes of the Access Terms, the County shall be deemed the "customer." Connection shall be directly liable to the County for the fulfillment of all obligations, commitments, and responsibilities corresponding to those that Snowflake would otherwise owe to a customer under the Access Terms, as those obligations apply to the County's use of the Snowflake Service.
- 1.3. The reseller model and Access Terms shall not diminish, limit, or otherwise adversely affect any rights, remedies, or protections granted to the County under the Contract. As between the County and Connection, Connection remains fully responsible for ensuring that the Snowflake Service is provided in accordance with the Access Terms and the Contract, as amended hereby.

2. Security, Incident Response, and Data Protection:

- 2.1. Connection shall ensure that Snowflake maintains and applies security controls, technical safeguards, and organizational measures that meet or exceed the standards set forth in the Access Terms and any additional security requirements specified in the Contract. Connection shall remain contractually responsible to the County for compliance with all such security obligations related to the Snowflake Service.
- 2.2. In the event of any actual or suspected security incident, data breach, or unauthorized access involving County data within the Snowflake Service:
 - a. Snowflake may perform technical investigation and response activities; however,
 - b. Connection shall be the party contractually responsible to the County for all incident notification, coordination, communication, and remediation obligations under the Contract and the Access Terms, including applicable timelines and content of notices, and shall cooperate fully with the County in investigation and remediation efforts.

- 2.3. Any rights granted to the “customer” under the Access Terms or related Security Addendum with respect to audits, security assessments, certifications, or related documentation shall be exercisable by the County through Connection. Upon the County’s reasonable request, Connection shall promptly obtain and provide to the County all reasonably available security-related information, reports, certifications, or attestations (including, as applicable, SOC reports and ISO certifications) concerning the Snowflake Service that are made available to Connection by Snowflake.
3. Indemnification and Remedies:
 - 3.1. In addition to any existing indemnification obligations under the Contract, Connection shall indemnify, defend, and hold harmless the County, its officers, employees, and agents from and against any claims, damages, losses, liabilities, costs, and expenses (including reasonable attorneys’ fees) arising out of or relating to:
 - a. Any failure by Snowflake to perform its obligations in connection with the Snowflake Service, to the extent such failure impacts the County;
 - b. Any security incident, data breach, or unauthorized access to County data within the Snowflake Service, except to the extent caused by the County’s own acts or omissions; and
 - c. Any violation of the Access Terms or related Security Addendum concerning the Snowflake Service, to the extent such violation affects the County.
 - 3.2. All remedies available to the “customer” under the Access Terms, Security Addendum, or the Contract shall be enforceable by the County directly against Connection. Connection shall not assert the reseller structure, or the absence of a direct contract between the County and Snowflake, as a basis to limit or avoid its obligations to the County.
4. Flow-Down and Subcontracting:
 - 4.1. Connection shall flow down to Snowflake, through its agreements with Snowflake and/or Carahsoft, all terms necessary to ensure that Snowflake’s provision and operation of the Snowflake Service complies with the obligations Connection has assumed toward the County under the Contract and this Amendment.
 - 4.2. The use of Snowflake, Carahsoft, or any other subcontractor or upstream provider does not relieve Connection of any responsibility for performance under the Contract. Connection remains fully responsible for the acts and omissions of Snowflake, Carahsoft, and any other subcontractors in connection with the Snowflake Service as if they were the acts and omissions of Connection itself.
5. Order of Precedence:
 - 5.1. In the event of any conflict or inconsistency between this Amendment and the Access Terms or any related documentation, this Amendment and the Contract (as amended) shall control as between the County and Connection.
 - 5.2. Except as expressly amended herein, all other terms and conditions of the Contract remain unchanged and in full force and effect.

[Signature page to follow]

IN WITNESS WHEREOF, the Parties have caused this Amendment No. 4 to be executed by their duly authorized representatives as of the dates set forth below.

ACCEPTANCE BY:

GovConnection Inc.
dba Connection - Public Sector Solutions, Inc

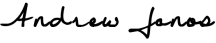
BY: 
(Signature)

Sr. Director of Contracts & Compliance
(Title)

Raymond McIlwain
(Printed)

10 July 2026
(Date)

Fairfax County

DocuSigned by:
BY: 
C3BCFC04A3EF414... (Signature)

DPMM Deputy Director
(Title)

Andrew Janos
(Printed)

July 21, 2026
(Date)

DISTRIBUTION:

Finance – Accounts Payable/e
DIT – Tanesha Sherrod/e
DIT – Michelle Breckenridge/e
DIT – Mike Palacios/e
DIT – Adam Eldert/e
DIT – Jeffrey Porter/e
FRD – Jason Stanley/e
Sheriff's Office – Michelle Nelson/e
Sheriff's Office – Angela Mylechraine/e
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