



TECHNICAL SERVICES SOW

Training and Exams

Updated: October 18, 2024

This Statement of Work (“**SOW**”) sets forth the terms and conditions for the Technical Service provided by Snowflake. This SOW is effective and binding as of the Order Form Effective Date (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.

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 or Snowflake’s applicable online ordering page(s) that, in each case, references this SOW; and (iii) “**Snowflake**” means the Snowflake entity specified on the Order Form or, if Customer has purchased Technical Services from a Snowflake-authorized reseller or online, the Snowflake entity as referenced in the Contracting Entities page located at <https://www.snowflake.com/legal>. Other capitalized terms used but not defined in this SOW will have the same meaning set forth in the Order Form or Agreement.

A. Description of Technical Services

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), 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 providing the appropriate facilities for the delivery of all Technical Services, including but not limited to (as applicable), Internet connectivity, presentation equipment and workspaces.

The Order Form identifies the specific training-based Technical Services provided under this SOW. This Section A provides additional terms and conditions based on the type of training-based Technical Services identified in the Order Form.

1. Training Courses - Private, Public or Additional Student

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.

2. On-Demand Training

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.

3. Snowflake University Guides

The University Guides Program (“**Program**”) provides access to Snowflake staff during pre-set group office hours and on dedicated message boards. Access to Snowflake staff is intended to help assist learners through the publicly available courses on <https://learn.snowflake.com/>.

Access to the Program expires within three (3) months from the date of enrollment or upon expiration of the Term, whichever occurs first.

Each individual enrolled in the Program is a single, named participant where one license equals to a single user, as counted by a unique email address. Access is limited to that single, unique participant. Licenses are non-transferable, and participants may not share user credentials or otherwise share access to the Program or Program assets. Without limiting other available remedies, participants found to



be sharing a license with others will have their access revoked, and fees paid will be forfeited. Snowflake reserves the right in its discretion to ban individuals who violate this provision from future training.

4. Train-the-Trainer (T3) Instructor Training or Trainer Replacement.

Snowflake will provide Customer attendees with the Train-the-Trainer (T3) training course(s) identified in the Order Form. Snowflake's T3 Instructor courses are designed to train a Customer employee ("**Trainer**") to become a certified instructor capable of delivering the Snowflake course materials ("**T3 Materials**") using the methods and requisite quality standards required by Snowflake. Each Trainer must meet the course prerequisites specified for the T3 course. Once enrolled, the Trainer must successfully complete and pass various sessions and exams within ninety (90) days of enrollment in order to gain certification. Licenses to use T3 Materials to deliver training to others must be procured separately. 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.

Customer may replace the Trainer selected by the Customer upon purchase of a T3 Trainer Replacement as identified in the Order Form. The same prerequisites specified for the T3 course will apply to the newly designated Trainer.

5. Train-the Trainer (T3) Training Materials

Snowflake will provide Customer with the number of T3 Material specified in the Order Form. "**T3 Materials**" are Snowflake materials identified in the Order Form that may be used to train other Customer personnel to use the Snowflake Service. Customer's qualified Trainer may use the applicable T3 Materials identified on the Order Form to deliver the equivalent training to Customer's internal authorized participants, subject to the limits on the number of participant seats specified in the Order Form. T3 Materials may only be used to deliver training by a Customer employee who has successfully completed Snowflake's applicable Train-the-Trainer (T3) coursework and is currently certified as a Snowflake trainer (such individual, the "**Trainer**"). Participants in such Trainer-led training may only use and retain T3 Materials for up to 90 days from the date of initial access. Customer is responsible for its Trainers' and attendees' use of training deliverables. Any access to or use of training deliverables by participants (including training materials, on-demand training content and tests) is subject to the other terms and conditions of this SOW.

6. Exams and Test Pass

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.

7. Training Funds

"**Training Funds**" are pre-paid credits purchased pursuant to an Order Form that can be redeemed for the training-based Technical Services identified in Snowflake's Training Catalog (defined below). Customer's designated administrator(s) ("**Customer Administrator(s)**") will receive a Customer-specific log-in account on Snowflake's online training portal (the "**Training Portal**", currently at <https://training.snowflake.com>) that may be used to order and schedule training classes and to access the Snowflake training catalog identifying the training available to be redeemed for Training Funds ("**Training Catalog**"). Once Snowflake accepts Customer's training requests (through the Training Portal or via email on a form provided by Snowflake), Customer's Training Funds will be drawn down at the rates specified on the then-current Training Catalog. Upon Snowflake's acceptance of Customer's training requests, such requests shall be deemed a binding commitment to redeem Training Funds for the training offering(s) requested. Each such offering is subject to the other applicable terms in this SOW.

Training Funds may not be applied to any other services, products, fees or expenses other than the training Technical Services specified in the Training Catalog. Customer must order additional Training Funds if Customer does not have sufficient Training Funds to order a specific training offering. All Training Funds must be redeemed and the related training offering delivered within the Term for the applicable Training Funds, as indicated in the Order Form. Any unused or unapplied Training Funds remaining at the conclusion of the applicable Term will be forfeited and may not be refunded or extended. The Training Catalog is subject to change by Snowflake without notice. Scheduling is subject to availability, and Snowflake does not guarantee the availability of a particular Technical Service offering on a specific date or with a specific instructor.

B. Payments and Expenses

1. Fees. The fees for each Technical Services offering are specified in the Order Form, and Customer agrees to pay such fees pursuant to the payment terms set forth on the Order Form. Fees will be billed to Customer on the SOW Effective Date unless otherwise specified on the applicable 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).



2. Expenses. If expenses are included in the Order Form, or if expense reimbursement is approved in writing in this SOW or otherwise by Customer, Snowflake will work directly with Customer to plan reasonable travel, hotel and other expenses required in connection with the provision of the Technical Services. Costs attributable to these travel, hotel and other expenses shall be invoiced by Snowflake and are payable by Customer in addition to the applicable fees. Expense amounts listed in the Order Form are provided on an estimated basis only. If Monthly Travel Expenses are listed in the Order Form ("**Approved Monthly Expense(s)**"), then Customer will be billed for actual expenses incurred during that month. Upon Customer's written approval, expenses exceeding the Approved Monthly Expenses will be invoiced monthly based on actual expenses incurred in that month. If Upfront Travel Expenses are listed in the Order Form ("**Approved Upfront Expense(s)**"), then such 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 unused Approved Monthly Expenses or Approved Upfront Expenses not utilized by the end of the Term are not owed, refundable, or otherwise payable.

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.

C. Scheduling and Term

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).

2. Scheduling. Technical Services are provided only during regular business hours (8am to 5pm local time), Monday through Friday (holidays excluded). Registration and dates for the public course can be found at Snowflake's Training Portal. Snowflake reviews public course enrollment 2-weeks prior to the start date. If there is insufficient enrollment to run the event, Snowflake at its option and without liability may cancel or reschedule the class and will notify Customer by email. Private training courses must be scheduled one week in advance for consecutive days within the same week. 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 <https://training.snowflake.com>.

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, 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.

4. Rescheduling Policy. Customer may reschedule previously scheduled training without charge thirty (30) or more days in advance of the scheduled start date, provided it does so during the Term. 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 rescheduled training. If training is rescheduled fifteen (15) or fewer days in advance of the scheduled start date, then Customer will be charged a cancellation fee equal to the full course price for such training. These rescheduling fees are in addition to the fees specified in the Order Form and will be billed separately.

D. Snowflake Access

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.

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).

E. Additional Terms.

1. This SOW shall be governed by the Agreement between Snowflake and Customer, as that term is defined in the applicable Order Form. Notwithstanding the foregoing, if the Agreement is not defined in the Order Form, or if Customer purchased Technical Services from a Snowflake-authorized reseller, then "Agreement" means: (i) the fully executed Master SaaS Agreement or similar agreement governing the use of Snowflake products and services entered into by and between Snowflake (or its Affiliate) and Customer (or its Affiliate) ("**MSA**") or (ii) if no currently-valid MSA exists, the applicable Snowflake Terms of Service located at



<https://www.snowflake.com/legal/>¹. 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/>. In the event of any inconsistency or conflict between this SOW and the Agreement, the terms and conditions of this SOW shall govern with respect to the subject matter of this SOW only, notwithstanding any provisions in the Agreement to the contrary. 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 is governed by the agreement governing the use of such Service, and not this SOW.

2. This SOW (including any attached 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.

3. Customer will ensure that a project manager is assigned 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. Customer further agrees to reasonably cooperate with Snowflake and to provide access to personnel, materials and information as reasonably requested. Customer agrees to use a secure sharing method to share any confidential documents (e.g., network diagrams).

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.

5. The delivery of training-based Technical Services may not be recorded, filmed, streamed or otherwise captured in video or audio format by anyone other than Snowflake. Such recordings, if any, will be deemed to be Snowflake's Confidential Information.

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.

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.

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.

9. If Customer is procuring these Technical Services through a Snowflake-authorized distributor or reseller ("**Reseller**"), then (a) the Snowflake entity contracting with Customer will be as determined by the table currently available at <https://www.snowflake.com/legal/snowflake-contracting-entities/>; (b) for clarity, the term "**Order Form**" means the Order Form between Snowflake and Reseller, and Reseller agrees to pay fees specified in the Order Form; and (c) the terms and conditions of this SOW and the Agreement will apply to the Technical Services, but Customer will pay applicable fees to Reseller pursuant to the invoicing, payment and tax terms between Customer and Reseller. Notwithstanding anything to the contrary herein or in Customer's ordering documentation with the Reseller, Reseller is not authorized to make any changes to the Agreement or this SOW on behalf of Snowflake.

¹ Customers who execute an Evaluation Order Form are subject to the Evaluation Terms of Service. Customers who purchase on-demand subscriptions online are subject to the Self-Service On-Demand Terms of Services. All other Customers are subject to the Terms of Service. All such agreements can be found at <https://www.snowflake.com/legal/>.