



TECHNICAL SERVICES SOW

Updated: November 20, 2022

This Statement of Work (“**SOW**”) sets forth the terms and conditions for the Technical Service provided by Snowflake. It becomes effective as of the date the applicable Order Form becomes binding (such date, the “**SOW Effective Date**”) and is made and entered into by and between Customer and Snowflake.

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 determined by the table [here](#). 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

During the applicable Term, Snowflake agrees to provide Customer with the Technical Services identified in the Order Form subject to the 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. Descriptions and additional terms for specific Technical Service offerings are set forth in the Service Appendix attached to this SOW (the “**Service Appendix**”), which is incorporated into this SOW by reference. All Technical Services will be delivered remotely unless otherwise specified in the Order Form 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.

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.
- 2. 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. Unless otherwise specified in the Order Form, any costs attributable to such travel, hotel and other expenses shall be invoiced by Snowflake and payable by Customer in addition to the applicable fees.
- 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.
- 4. Purchase Orders.** Any reference to a PO in the Order Form or this SOW is solely for Customer’s internal purposes only and shall have no effect on Snowflake’s right to collect amounts due. Snowflake rejects, and in the future is deemed to have rejected, any PO terms to the extent they add to or conflict in any way with the Agreement, the Order Form or this SOW, and any such additional or conflicting terms will have no effect.

C. Scheduling and Term

- 1. Term.** The “Term” for each Technical Service offering governed by this SOW is set forth in the Service Appendix. Each Technical Service offering will be provided only during the applicable Term. Customer shall not be due any credit or refund for any Technical Services not consumed during the applicable Term, including without limitation for unused hours, training, credits, or packages. This SOW expires on the earlier of completion of the Technical Service offering(s) or expiration of the Term(s) for the Technical Service offering(s).
- 2. Scheduling.** Technical Services are provided only during regular business hours (8am to 5pm local time), Monday through Friday (holidays excluded). The Service Appendix includes additional information and terms on scheduling and rescheduling Technical Services.
- 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.



D. Snowflake Access

1. The parties agree to comply with the provisions and terms in the applicable Service Appendix regarding access to Customer Data and Customer Assets

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/> (“Addendum”). 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 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 Service Appendix may contain additional terms and restrictions related to specific materials or other deliverables provided as part of the Technical Services, which will apply to those deliverables. 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. Materials and other deliverables provided as part of Technical Services are not subject to any maintenance, support or updates.

5. The delivery of 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. 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.

7. Unless otherwise specified in the Order Form, Snowflake reserves the right to subcontract the Technical Services described in this SOW but will remain responsible for the performance of any subcontractors engaged in the delivery of the subcontracted Technical Services.

8. 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, including, but

¹ Customers who execute an Evaluation Order Form are subject to the Evaluation Terms of Service currently located at <https://www.snowflake.com/legal/evaluation-terms-of-service/>. Customers who purchase on-demand subscriptions online are subject to the Self-Service On-Demand Terms of Services currently located at <https://www.snowflake.com/legal/self-service-on-demand-terms-of-service/>. All other Customers are subject to the Terms of Services currently located at <https://www.snowflake.com/legal/terms-of-service/>.



not limited to: (i) additional warranties, representations, promises or commitments, (ii) modified terms regarding Snowflake's deliverables, or (iii) changes to the Technical Services descriptions in the Service Appendix or to any terms and conditions in this SOW or the Agreement.



Appendix A - Service Appendix for Training

A. Overview

Snowflake provides a variety of training-based Technical Services designed to educate customers about the setup and use of the Snowflake Service. Snowflake's training classes include individual training courses, on-demand training courses (provided online), testing and access to training materials. Snowflake also offers Training Funds that Customers can use to purchase training.

The Order Form will identify the specific training-based Technical Services to be provided. This Service Appendix describes these Technical Services and provides specific terms related to each type of offering.

B. Training Offerings

1. Private and Public Courses

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.

2. On-Demand Courses

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.

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. Train the Trainer (T3) Courses.

Snowflake's Train-the-Trainer (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 exams and sessions within ninety (90) days of enrollment. Licenses to use T3 Materials to deliver training to others must be procured separately from T3 Courses.

4. Certification Testing

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 twelve (12) months from the Order Form Effective Date. 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.

5. 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 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 one year from the Order Form Effective Date. Any unused or unapplied Training Funds remaining at the conclusion of this period 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.

C. Other Terms

- 1. Term.** The "Term" for each Technical Service offering governed by this SOW shall be twelve (12) months starting from the Order Form Effective Date, unless a different Term for the offering is expressly specified in the Order Form. For clarity, access to certain Technical Service offerings may expire earlier as described in this Service Appendix.
- 2. Prerequisites.** 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 Training Portal.
- 3. Training Materials.** Deliverables provided under this SOW (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. 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. Without limiting other available remedies, Snowflake reserves the right to bar participants from future training access should they violate any provision of this Section. Notwithstanding the foregoing restrictions, if Customer procured licenses to use Train-the-Trainer (T3) Materials pursuant to an Order Form, Customer's currently-certified Trainer may use the applicable T3 Materials for the one (1) year period commencing on the Order Form's Effective Date 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. Only a Customer Trainers who has successfully completed the T3 Instructor coursework and is currently certified may use these materials to deliver training. Participants in such Trainer-led training may only use and retain T3 Materials for up to ninety (90) days from the date of initial access. Any access to or use of training deliverables by participants is subject to the other terms and conditions of this SOW. Customer is responsible for its trainers' and attendees' use of training deliverables.
- 4. Scheduling.** 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.
- 5. 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. Access Provisions

1. To facilitate security, Customer will not provide Snowflake personnel providing training 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 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). Customer is solely responsible for the security and technical measures of any Assets (including for monitoring, management, configuration, support and maintenance), connections to/from the foregoing, and for user ID/password management.