



## PERFORMANCE AUTOMATION AND TUNING SOW

This Statement of Work ("SOW") is entered into by and between the parties noted on the ordering documents referencing this SOW (the "Order Form") and describes the services to be performed by Snowflake under this SOW ("Technical Services"). This SOW shall come into effect as of the effective date of the Order Form (the "SOW Effective Date") and shall be incorporated by reference thereto. For the purposes of this SOW, "Customer" means the party that is purchasing Technical Services.

Notwithstanding any provision to the contrary hereunder or in the Order Form, where Technical Services are purchased through a Snowflake authorized distributor or reseller ("Reseller"): (a) the performance of the Snowflake obligations hereunder shall be performed through such Reseller; (b) no privity of contract is established between Snowflake or any of its Affiliates and Customer, and this SOW is not deemed an agreement (separate or otherwise) between Snowflake or any of its Affiliates and Customer; and (c) such Reseller is responsible for any claims or damages relating to, or arising out of, this SOW.

### 1. **Description of Technical Services.** During the Term, Snowflake shall provide the following Technical Services:

The 2-Day Performance Automation and Tuning course is being offered as either a private or public course (designated on the Order Form) and is provided over two consecutive days. The course agenda can be found at: [Performance Automation and Tuning Data Sheet](#).

**Private Course:** Private courses are limited to 15 participants and are provided remotely or at Customer's site as agreed upon in advance by the parties.

**Public Course:** Public courses are provided remotely or at a designated Snowflake site. Registration and dates for the public course can be found here: [Performance Automation and Tuning Public Course](#)

### 2. **Pricing and Payment Terms.**

The Technical Services described in this SOW will be provided on a fixed price basis pursuant to the fees and payment terms set forth on the Order Form or other order documentation referencing this SOW. Unless otherwise set forth in the Agreement, Customer shall not be due any credit or refund for any Technical Services.

**Late Payments:** Unless otherwise set forth in: (a) the Agreement or (b) the applicable Order Form or other order documentation referencing this SOW, if any fees payable directly to Snowflake remain unpaid past the due date, then: (i) the overdue balance will be subject to interest at the rate of one and one-half percent (1.5%) per month (or the maximum allowed by applicable law), and (ii) Snowflake may, upon seven (7) days advance written notice to Customer, suspend Snowflake's performance of any Technical Services until Customer's payment obligations are made current. In addition, Customer will be responsible for any costs resulting from collection by Snowflake of any overdue balance, including, without limitation, reasonable attorneys' fees and court costs.

**Change Orders:** Any requirement(s) or deviations from the Technical Services described herein will be considered outside of the scope and must be procured on a separate SOW or through a signed amendment or change order to this SOW ("Change Order") that may result in additional cost and/or modified terms.

### 3. **Expenses.** If applicable, Snowflake will work directly with Customer to plan reasonable travel, hotel and related 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 related expenses shall be invoiced by Snowflake and are payable by Customer in addition to the applicable fees. No other expenses will be charged to Customer under this SOW unless approved in writing by Customer in advance.

### 4. **Scheduling and Term.** All Technical Services must be scheduled in advance in one-week increments and must



be completed within one year from the Effective Date of this SOW ("Term").

**Rescheduling Policy.** Customer may reschedule or cancel previously scheduled training without charge thirty (30) or more days in advance of the scheduled start date. If training is canceled more than fifteen (15) days in advance, but fewer than thirty (30) days in advance, then Customer will be charged a cancellation fee equal to 50% of the fee for such canceled training. If training is canceled or 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 canceled training. The fees set forth in this section are in addition to any fees set forth above in Section 2 and will be billed separately.

Snowflake reviews public course enrollment 2-weeks prior to the start date. If there is insufficient enrollment to run the event, Snowflake will notify Customer by email. Snowflake is not responsible for non-refundable travel or other expenses incurred by the Customer.

## 5. General Provisions.

- a. This SOW shall be governed by the Agreement as defined herein. The "Agreement" means the agreement designated in the Order Form. If no Agreement is designated on the Order Form, the terms and conditions of the Snowflake Technical Services Addendum located at <https://www.snowflake.com/legal-gov/> ("Addendum") shall apply. 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 Addendum. Notwithstanding the foregoing, where Technical Services are purchased through a Reseller, all Snowflake obligations in the "Addendum" are deemed obligations of such Reseller, and the Addendum is not an agreement (separate or otherwise) between Customer and Snowflake.
- b. 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. Unless otherwise defined herein, capitalized terms used in this SOW shall have the meaning defined in the Order Form, Agreement or Addendum (as applicable). This SOW may not be modified or amended except in a written agreement signed by a duly authorized representative of each party.
- c. For clarity, Customer's use of the Service is governed by the agreement it entered into with Snowflake or a Reseller for the purchase and use of such Service and not this SOW.

## 6. Assumptions and Dependencies.

The parties agree on the following:

- a. Notwithstanding anything in the Agreement to the contrary, Snowflake shall own all rights, title and interest in and to the Service and any Technical Services, deliverables, tools or related pre-existing or developed intellectual property provided or made available by Snowflake under this SOW.
- b. Unless otherwise agreed to by the parties, all electronic and hard copy versions of any deliverables are provided for Customer's internal purposes only. Customer is prohibited from reselling or sublicensing any deliverables. Customer may not utilize the deliverables to replicate or attempt to perform the Technical Services or to develop or attempt to develop any of the products described in such deliverables. Deliverables are not subject to any maintenance, support or updates.
- c. Customer may not record, film, stream or otherwise capture in video or audio format any performance or aspect of the Technical Services.



- d. To facilitate security of Customer Data and associated systems, Customer will not grant Snowflake access to Customer Data under this SOW. In addition, except for access to the applicable Snowflake Account (if contemplated within the scope of the Technical Services described herein), Customer will not grant Snowflake access to any non-Snowflake systems, networks, or applications. If applicable, Customer is solely responsible for ensuring that the duration and scope of access to the Snowflake Account is strictly limited to the access required hereunder and such access may not extend past the Term of this SOW. Snowflake will have no liability under this SOW related to the access noted in this Section.
- e. Snowflake reserves the right to subcontract the Technical Services described herein. Snowflake will be responsible for the performance of any subcontractors engaged in the delivery of the subcontracted Technical Services.
- f. Customer will assign a Project Manager 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.
- g. Customer will be responsible for determining if, how and when it will implement any recommendations made by Snowflake.
- h. The Technical Services will be provided during regular business hours (8am to 5pm local time), Monday through Friday (holidays excluded).