



### T3 INSTRUCTOR TRAINING 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 training 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 Technical Services described below for Customer.

#### Overview

The Snowflake “Train-the-Trainer Instructor” program is designed to authorize a single Customer employee (“Trainer”) as a certified instructor capable of delivering the Snowflake course materials (“Course Materials”) (which must be procured separately) using the methods and requisite quality standards required by Snowflake and provided as part of this SOW. Each Trainer must meet the Trainer Requirements set forth below.

#### Trainer Requirements:

Each Trainer must have:

- An active SnowPro Core certification prior to entering into the training described herein.
- Experience and Proficiency as an instructor for Instructor Led Training, classroom management.
- Background and Experience with Data Warehousing, SQL, and deep technical understanding of topics covered in Fundamentals/Advanced (datasheet link).

The Technical Services will consist of the following components that must be completed by each Trainer within 90 days from commencement.

Item	Description and Quantity	Quantity and Delivery
Training Pass	A pass for Trainer to attend either: (a) Snowflake’s 4-Day Fundamentals Training; or (b) Snowflake’s 3-Day Advanced Training course in order to observe the course instructor. Available classes will be posted on the <a href="#">public schedule</a> . Attendance will be virtual or optionally in person at a Snowflake public class. Customer is solely responsible for any travel and related expenses.	One (1) per Trainer Delivered electronically
Remote Orientation Session	A Two-hour session that provides the Trainer with an overview of the program and materials. This session includes an overview of the registration process, associated attendee requirements and other relevant course requirements.	One (1) per Trainer Delivered electronically



Remote Coaching Session*	A Two-hour session that allows a Trainer to discuss the curriculum and specific methods on course presentation.  *This Session is optional and not required to be consumed in order to successfully complete the program defined in this SOW.	Two (2) per Trainer  Delivered remotely
Remote Qualification Session	A four-hour qualification and assessment session during which Trainer must demonstrate an understanding of all curriculum and topics. Trainer must successfully teach a section (chosen by Snowflake) engage in mock Q&A. At the conclusion of this session, Trainer will be have completed the Technical Services defined in this SOW. Upon Satisfactory performance determined by Snowflake, Trainer will be authorized to offer the applicable courses utilizing the Course Materials during the Term provided they maintain compliance with the terms of any applicable SOW.	One (1) per Trainer
Course Material Update	Snowflake may provide updates on coaching techniques and/or on updates on how to present new material.	May be periodically throughout Term.  Updates may be made available live and/or in recorded format.

**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 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 and Taxes.** The fees for Technical Services exclude all taxes and any travel or related expenses. Customer is responsible for paying all taxes associated with its purchases hereunder other than taxes based on income, property, or employees of Snowflake. If Snowflake has the legal obligation to pay or collect taxes for which Customer is responsible under this Section, Snowflake will invoice Customer and Customer will pay that amount unless Customer provides Snowflake with a valid tax exemption certificate authorized by the appropriate taxing authority.

**4. Scheduling and Term.** Unless otherwise agreed to by the parties herein, all Technical Services must be delivered



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

**Cancellation and Rescheduling Policy.** Customer may reschedule or cancel previously scheduled training without penalty thirty (30) or more days in advance of the scheduled start date. If training is canceled more than fifteen (15) 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 not sufficient enrollment to run the event as required, Snowflake will provide a cancellation notice to participants by email along with any applicable rescheduling information, if applicable. Snowflake is not responsible for non-refundable travel or other expenses incurred by the participant.

## 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 and set forth above in Section 1, all electronic and hard copy versions of any deliverables are provided for Customer's internal purposes only as described herein. Customer is prohibited from: (a) modifying the deliverables; and/or (b) reselling or sublicensing any deliverables.
- c. Customer may not record, film, stream or otherwise capture in video or audio format any performance or aspect of the Technical Services.
- d. 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.
- e. The Technical Services delivered under this SOW will be delivered during regular business hours (8am to 5pm local time), Monday through Friday (holidays excluded).