



GENERAL TRAINING SOW

(For use with Custom Training provided pursuant to the Training Funds SOW)

This Statement of Work ("SOW") is made and entered into as of the date the Training Services Request form (described in the Training Funds SOW) that references this SOW (the "Order Form") is accepted by Snowflake and becomes binding (the "SOW Effective Date") by and between the customer noted on the Order Form ("Customer") and the Snowflake entity noted on the Order Form ("Snowflake") and describes the terms under which Snowflake will be providing Custom Training pursuant to the Training Funds SOW.

1. **Description of Technical Services.** During the Term, Snowflake shall provide the Custom Training Technical Services set forth in the Order Acknowledgement agreed to by the Parties pursuant to the Training Funds SOW, which is hereby incorporated by reference into this SOW:

2. **Pricing and Payment Terms.**

The Technical Services described in this SOW will be provided on a fixed price basis pursuant to the Training Credits and payment terms set forth on the Order Form. Customer shall not be due any credit or refund for any Technical Services not consumed during the Term.

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.** Unless specifically set forth in the Order Form, no expenses will be charged to Customer under this SOW.
4. **Scheduling and Term.** All Technical Services must be scheduled in advance and must be completed within one year from the Effective Date of the Training Funds SOW entered into between the Parties ("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 cancelled 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 Training Credit fee for such cancelled training. If training is cancelled 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 Training Credit price for such cancelled training. The rescheduling penalties described in this section are in addition to any Training Credit previously redeemed for cancelled or rescheduled training and will be deducted separately from Customer's Training Credit balance.

5. **General Provisions.** This SOW shall be governed by the terms of this SOW and the Training Funds SOW previously entered into between the parties (the "Agreement"). In the event of any inconsistency or conflict between the terms and conditions of this SOW and the Agreement, the terms and conditions of the Agreement 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 Agreement. This SOW may not be modified or amended except in a written agreement signed by a duly authorized representative of each party.

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, Training 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. Customer will not grant Snowflake access to its Snowflake account or any Customer systems, Customer networks or Customer applications.
- 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).