



## TRAINING FUNDS SOW

This Training Funds Technical Services statement of work ("Training Funds SOW" or "SOW") describes the training Technical Services and associated products/services to be provided by Snowflake as further described in this SOW ("Technical Services" or "Training Services") and is made and entered into pursuant to the ordering document that references this SOW (the "Order Form") by and between the customer noted on the Order Form ("Customer") and the Snowflake entity noted on the Order Form ("Snowflake") and becomes binding as of the effective date of such Order Form (the "SOW Effective Date").

- 1. Technical Services.** During the Term, Snowflake will provide Customer the Technical Services ordered by Customer pursuant to the terms set forth herein. Further descriptions, terms and Training Credit costs regarding Technical Services offered pursuant to this SOW can be found through a Customer specific log-in admin account ("Admin Account") made available to Customer's designated administrator(s) ("Customer Administrator(s)") at [training.snowflake.com/](https://training.snowflake.com/) (the "Training Catalog"), which is incorporated herein by this reference and subject to change without notice. Customer Administrator may request an update or supplement to the Customer Administrator(s). Scheduling is subject to availability, delivered in English language only and delivered during normal business hours (based on the Customer's bill to address as indicated on the applicable Order Form). Snowflake does not guarantee the availability of a particular Technical Service offering on a specific date or with a specific instructor.
- 2. Pricing and Payment Terms.** The applicable fees payable for the Training Credits purchased for redemption under this SOW will be noted on the Order Form. Customer must order additional Training Credits pursuant to an Order Form if Customer does not have sufficient Training Credits to order Technical Services hereunder.

**Training Credits.** "Training Credits" are pre-paid credits purchased pursuant to an Order Form that can only be redeemed for the Technical Services described in the Training Catalog and may not be applied to any other services, products, fees or expenses. Training Credits are redeemable and will be drawn down based on the Training Credit costs noted in the Training Services Catalog in effect at the time the Technical Services are ordered by Customer. Any unused or unapplied Training Credits remaining at the conclusion of the Term will be forfeited and may not be refunded or extended.

**Late Payments:** Unless otherwise set forth in: (a) the Agreement or (b) the applicable Order Form, if any fees payable directly to Snowflake remain unpaid past the due date, then 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.

- 3. Ordering/Scheduling Process and Term.** All Training Credits must be redeemed for Technical Services that must be delivered within one year from the SOW Effective Date ("Term").

During the Term, and subject to the availability of Training Credits, the Customer Administrator may order Technical Services from the Training Catalog by sending a Snowflake-provided [Training Services Request Form](#) (the "Training Services Request") to [schedule-dl@snowflake.com](mailto:schedule-dl@snowflake.com) (or other email address provided in writing to Customer). Alternatively, certain Technical Services may be ordered directly online without the use of a Training Services Request through your Admin Account. Upon Snowflake's acceptance of the Training Services Request or completion of an online order: (a) such Technical Services shall be deemed a binding commitment to redeem Training Credits for such Technical Services pursuant to the terms set forth in this SOW and (b) the Training Credits set forth in the Training Catalog for the applicable ordered Technical Services will be deducted from the Training Credits purchased by Customer.

- 4. General Provisions.** This SOW and any Technical Services provided hereunder will be governed by the Agreement. "Agreement" means, in order of precedence, the following agreement that governs the use of the



Snowflake product or service (the "Service") entered into by Customer: (i) the fully executed Master SaaS Agreement or similar agreement; (ii) the Snowflake Terms of Service located at: <https://www.snowflake.com/legal/>; or (iii) the Snowflake Self-Service On Demand Terms of Service located at: <https://www.snowflake.com/legal/>. 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"). Upon execution of the Order Form, this SOW shall be incorporated by this reference into 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 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 Agreement or Addendum (as applicable). The specific Technical Services ordered by Customer pursuant to this SOW shall be provided to Customer pursuant to the terms and conditions referenced in the Training Catalog. Except for changes to the Training Catalog or Training Services Request template, this SOW may not be otherwise modified or amended except in a written agreement signed by a duly authorized representative of each party.