



T3 TRAINING MATERIALS SOW

This Statement of Work ("SOW") is made and entered as of the date the order form that references this SOW (the "Order Form") is signed (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 training deliverables to be provided by Snowflake for Customer as further described in this SOW ("Technical Services").

- 1. Description of Technical Services.** During the Term, Snowflake shall provide Customer with limited access to the following documentation (the "Training Materials").

Snowflake's current materials made generally available for the following Snowflake standard training offerings:

[-4 Day Fundamentals Training](#)

[-3 Day Advanced Training](#)

Restricted use for Training Materials

Training Materials may only be utilized by an approved trainer who has successfully completed the T3 Instructor Training SOW (that must be procured separately by Customer).

Training Materials may only be used for the quantities purchased in the applicable Order Form referencing this SOW.

Training Materials may not be re-used or recycled for multiple participants

Customer is only authorized to provide the Training Materials to Customer's internal authorized participants, who may only use such Training Materials for up to 90 days.

- 2. Pricing and Payment Terms.** The Technical Services described in this SOW will be provided on a fixed price basis pursuant to the fees set forth on the Order Form. Customer shall not be due any credit or refund for any Technical Services not consumed during the Term. Any requirement(s), deviations from the scope of work not included herein will be considered outside of the scope and must be procured separately through a formal written amendment or change order to this SOW ("**Change Order**") that may result in additional cost or modified terms.

Late Payments: Should any invoice remain unpaid for more than thirty (30) days, 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.

- 3. Expenses and Taxes.** No expenses will be charged to Customer under this SOW, but 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. **Term.** Unless otherwise agreed to by the parties herein, the Training Materials may be authorized for access for the limited number of seats procured in the Order Form for the one year period commencing on Effective Date of this SOW ("Term").

5. **General Provisions.** This SOW shall be governed by the Agreement as defined herein. The "Agreement" means, in order of precedence, the following agreement that governs the use of the Snowflake product or service (the "Service") entered into by and between the parties: (i) the fully executed Master SaaS Agreement or similar agreement; (ii) the Snowflake Terms of Service located at: <https://www.snowflake.net/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 provisions covering 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"). For clarity, Customer's use of the Service is governed by the Agreement and not this SOW. Upon execution by both parties, this SOW shall be incorporated by 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). 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 Training Materials, 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 for the purposes of providing the equivalent of Snowflake's 4 Day Fundamentals Training and Snowflake's 3 Day Advanced Training courses. Customer is prohibited from: (a) modifying the deliverables; and/or (b) reselling or sublicensing any deliverables (except as specifically allowed hereunder).

- c. This SOW is for Training Materials only and does not include the necessary instructor training for an approved trainer that is required to utilize the Training Materials