



COST GOVERNANCE ON-DEMAND 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 Cost Governance on-demand course is being offered to a single named individual where one license equates to one user, as counted by a unique email address. Log-in credentials may not be shared. Once a user is enrolled, content may be accessed an unlimited number of times during the Term. A description of the course datasheet can be found at: [Snowflake On-Demand Cost Governance](#).

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. Customer shall not be due any credit or refund for any Technical Services not consumed during the Term.

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. No expenses will be charged to Customer under this SOW.

4. Scheduling and Term. All Technical Services and materials described in this SOW will be made available to each licensed user for a period equal to the shorter of: (a) six (6) months from the date of enrollment or (b) 12 months from the Order Form Effective Date that references this SOW (the "Term").

Rescheduling Policy. On-demand licenses are intended for a single user and are non-cancellable, non-transferable and non-refundable.

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. Participants may not share user credentials or otherwise grant access to any of the materials described in this SOW. Users found to be sharing a license with others will be deemed ineligible for course completion certificates, access will be revoked and fees paid will be forfeited.
 - 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 described herein is the Confidential Information of Snowflake and you may neither disclose, copy or publish any such Confidential Information nor use any Confidential Information for any purpose unrelated to the training. This obligation continues even after the Term. Snowflake reserves the right to bar users from future training access should they violate any provision of this SOW.
 - f. Use of any provided lab or exercise environment should be used exclusively for running the statements or exercises provided in the online course. Snowflake, in its sole discretion, may determine if any use violates this provision. Users found to have violated this provision will be deemed ineligible for course completion certificates, access will be revoked, and fees paid will be forfeited.
7. **Reseller Orders.** If Customer is procuring these Technical Services through a Snowflake-authorized distributor or reseller ("**Reseller**"), then Customer will pay all applicable fees directly to Reseller and different terms regarding invoicing, payment and taxes may apply as specified in the Order Form between Customer and Reseller. Reseller is not authorized to make any changes to this SOW on behalf of Snowflake, including, but not limited to additional warranties, representations, promises or commitments.