



TECHNICAL SERVICES SOW

Migration Readiness Assessment

Updated: October 18, 2024

This Statement of Work (“**SOW**”) sets forth the terms and conditions for the Technical Services provided by Snowflake. This SOW is effective and binding as of the Order Form Effective Date (such date, the “**SOW Effective Date**”) and is made and entered into by and between Customer and Snowflake. This SOW shall apply to the provision of the Technical Services described hereunder as of the date Snowflake commences performance of said services.

As used in this SOW, (i) “**Customer**” means the entity specified in the Order Form that is purchasing Technical Services; (ii) “**Order Form**” means the Snowflake-approved ordering document or Snowflake’s applicable online ordering page(s) that, in each case, references this SOW; and (iii) “**Snowflake**” means the Snowflake entity specified on the Order Form or, if Customer has purchased Technical Services from a Snowflake-authorized reseller or online, the Snowflake entity as referenced in the Contracting Entities page located at Snowflake.com/legal. Other capitalized terms used but not defined in this SOW will have the same meaning set forth in the Order Form or Agreement.

A. Description of Technical Services

Snowflake will provide Customer with the Technical Services specified in the Order Form subject to the descriptions, terms and conditions in this SOW and the applicable quantities, pricing, hours, time period(s), and other scope limits set forth in the Order Form. All Technical Services will be delivered remotely unless otherwise specified in the descriptions below or otherwise agreed to in writing by the parties. For onsite delivery (if applicable), Customer is responsible for providing the appropriate facilities for the delivery of all Technical Services, including but not limited to (as applicable), Internet connectivity, presentation equipment and workspaces.

1. Migration Readiness Assessment

The Snowflake Migration Readiness Assessment (“**Assessment**”) is a series of workshops delivered over two (2) continuous weeks designed to provide Customer with an estimated duration (based on anticipated level-of-effort) and a set of recommendations for migrating a single existing Data Platform to the Snowflake Service using a predominately lift-and-shift approach. A “**Data Platform**” means a single relational or object database management system, distributed file system, or document store technology, with one or more instances serving as an integrated environment (development, test, and production) that is managed within the same Customer organizational unit. The Assessment is limited to Data Platform related managed data sets, data pipelines (a means of moving data from a source to a destination transformed and optimized for consumption), data applications, and consumption processes and technologies within the Data Platform.

Customer should plan for approximately forty (40) to fifty (50) hours of involvement during the Assessment, which will include direct interaction during workshops with a dedicated Snowflake Solutions Architect, internal Customer research, follow-up meetings, and presentation of the Migration Readiness Delivery Readout (“**Readout**”).

At the conclusion of the engagement, Snowflake will provide the documentation listed in the “**Documents**” sub-section below. Snowflake will also deliver a presentation of the Readout of the Assessment results and recommended next steps. The Assessment must be completed within the Term and any incomplete scope at the end of the Term shall expire and no refund or credit will be due to the Customer.

The engagement does not include the following activities:

- Assessments for Customer organizational units other than the unit managing the in-scope Data Platform;
- Migration of existing Data Platform and associated applications to Snowflake Service;
- Current or future state architectural design and technology integration;
- Technical framework definition and design;
- Review or optimization of data source integrations;
- Review or optimization of existing data pipelines;
- Security and access control definition and design; or
- Training on use or demonstration of Snowflake Service features.



Prerequisites

Prior to the start of the Assessment, and before scheduling delivery, Snowflake will require completion of the following prerequisites from Customer:

Customer Prerequisite	Required	Weeks Prior to Start
Database DDL and DML or distributed file system or document store platform metadata using supplied extract scripts or in alternative agreed to format	Yes	Two (2)
Data integration (ETL/ELT) platform code or embedded SQL in agreed to format	Optional	Two (2)
Data consumption (reporting, analytics, data applications, data science) code or user embedded SQL in agreed to format	Optional	Two (2)
Migration questionnaire regarding organizational strategy and the Data Platform to be migrated	Yes	One (1)
Current state and future state architecture	Recommended	One (1)

Prior to the start of the Assessment Snowflake will:

Snowflake Prerequisite	Required	Weeks Prior to Start
Work with Customer to identify workshop participants	Yes	Two (2)
Schedule workshops	Yes	When Customer's prerequisites satisfied

Documents

Snowflake will provide the following materials:

Document Name	Document Type	Provided As
Migration level-of-effort estimation	Analysis	Editable
Migration timeline	Analysis	Editable
Task list of migration steps	Analysis	Editable
Migration roles and responsibilities	Analysis	Editable
Engagement preparation and delivery presentations	Presentation	Read only
Readout	Presentation	Read only
Other collateral (if necessary)	Standard Technical Guides, White Papers, Best Practices	Read only

Workshops

Workshops will follow a set structure with time-boxed activities:

- Introduction and engagement
- Introduce scope and intent of workshop
- Review relevant workshop activities
- Collaboration and estimation



- Customer subject matter experts will discuss their processes
- Snowflake will share best practices and assess migration effort for development of timeline

The typical workshop subject areas and topic areas to be covered, as applicable, are described in the table below. Specific topic areas for the workshops may be adjusted as necessary by Snowflake based on the Data Platform and migration requirements.

Workshop Subject Area	Topic Areas
<p>Introduction and Engagement Overview Engage team to align on intent and scope of assessment and establish understanding of organizational and technological considerations relevant to migration</p>	<ul style="list-style-type: none"> • Customer and Snowflake team introductions • Assessment scope and output overview • Migration questionnaire review • Current state architecture review • Future state architecture and strategy review
<p>Database Conversion Collect and review information required to develop a level-of-effort estimate and migration timeline for converting database, distributed file system, or document store objects and code to Snowflake Service.</p>	<ul style="list-style-type: none"> • Review analysis results of existing data platform DDL, DML, metadata, and other scripts • Plan for non-production environments • Review key aspects of database security model • Estimate database conversion level-of-effort and timeline
<p>Data Migration Collect and review information required to develop a level-of-effort estimate and migration timeline for initial and ongoing migration of data from existing data platform to Snowflake Service.</p>	<ul style="list-style-type: none"> • Discuss scope of tables to be migrated • Evaluate the amount of data to be migrated • Discuss options for moving data to cloud provider storage and loading into Snowflake Service • Plan for non-production environments • Review key aspects of data security model • Estimate data migration level-of-effort and timeline
<p>Data Integration Collect and review information required to develop a level-of-effort estimate and migration timeline for migrating inbound integrations, such as data pipelines used to extract, load, and transform data from data sources to Snowflake Service.</p>	<ul style="list-style-type: none"> • Discuss data sources and evaluate frequency and volume of extraction • Determine method for loading and transforming data from data sources into Snowflake Service • Plan for non-production environments • Review key aspects of data integration security model • Provide data load (ingestion) best practices • Estimate data integration migration level-of-effort and timeline
<p>Data Validation Collect and review information required to develop a level-of-effort estimate and migration timeline for validating data loaded from existing data platform and data integration processes to Snowflake Service</p>	<ul style="list-style-type: none"> • Discuss data validation strategy and requirements • Establish data validation expectations • Determine remediation plan for data validation issues • Plan for non-production environments • Provide data validation best practices • Estimate data validation level-of-effort and timeline
<p>Data Consumption Collect and review information required to develop a level-of-effort estimate and migration timeline for migrating and validating outbound integrations such as reporting, analytics, and data science platforms, data applications, extracts, and other data consumers leveraging Snowflake Service</p>	<ul style="list-style-type: none"> • Identify and prioritize data consumption platforms and processes to be migrated • Determine remediation plan for migration and performance issues • Plan for non-production environments • Review key aspects of data consumption security model • Estimate data consumption migration level-of-effort and timeline



Migration RACI and Timeline Collect and review information required to develop a migration RACI and review migration timeline	<ul style="list-style-type: none"> • Determine involved roles and responsibilities for migration tasks • Review migration timeline based on workshop level-of-effort estimates • Discuss findings and feedback in preparation for the readout • Complete outstanding action items from prior workshops
Migration Readiness Delivery Readout Review Ensure alignment of migration readiness delivery readout with workshop participants and confirm no items have been omitted	<ul style="list-style-type: none"> • Review the readout • Discuss feedback and align final presentation • Update and review documents
Migration Readiness Delivery Readout Deliver a summary of findings, level-of-effort estimate, and migration timeline based on migration readiness assessment workshops	<ul style="list-style-type: none"> • Present the readout to stakeholders and program sponsors • Provide documents

Snowflake Provided Resources

Snowflake will provide the following resources:

Snowflake Resource	Responsibilities
Solutions Architect	<ul style="list-style-type: none"> • Deliver and lead the engagement workshops • Deliver migration estimate, timeline, and recommended next steps • Present the readout
Services Delivery Manager	<ul style="list-style-type: none"> • Schedule and lead preparation meeting • Schedule the engagement delivery • Coordinate with Customer and attendees on engagement participation

Customer Provided Resources

Customer will provide the following resources to coordinate or participate in activities with Snowflake; multiple Customer resources may be filled by the same individual:

Customer Resource	Responsibilities
Program Sponsor	<ul style="list-style-type: none"> • Highest-level champion for Customer Snowflake Service adoption • Recommended to attend Migration Readiness Delivery Readout workshop
Program Lead	<ul style="list-style-type: none"> • Customer Snowflake Service strategy and direction; decision-making authority • Will participate in all workshops
Program Manager	<ul style="list-style-type: none"> • Coordinating with Snowflake resources on workshop scheduling, Customer participation and readout • Optional attendee participating in workshops as time permits. <p>Recommended to attend Migration RACI and Timeline Review, Migration Readiness Delivery Readout Review, and Migration Readiness Delivery Readout workshops</p>
Database or System Administrator	<ul style="list-style-type: none"> • Day-to-day activities associated with Snowflake Service • Will participate in all workshops, except Data Consumption
Data Engineer or Data Scientist	<ul style="list-style-type: none"> • Developing data acquisition, ingestion, and transformation processing flows (data pipelines) • Will participate in all workshops, except Database Conversion



Data Platform Subject Matter Experts	<ul style="list-style-type: none"> • Advising on existing data platform functionality to define migration success criteria • Will participate in all workshops related to subject area of expertise
Data Architect	<ul style="list-style-type: none"> • Data modeling and architecture for data processing • Will participate in all workshops
Infrastructure, Operations, and Support	<ul style="list-style-type: none"> • Defining warehouses, resource monitors, and sometimes access controls • Optional attendee participating in workshops as time permits
Information Security and Data Governance	<ul style="list-style-type: none"> • Defining cloud security requirements (infrastructure and data), data quality, and variance tolerance • Optional attendee participating in workshops as time permits

B. Payments and Expenses

- 1. Fees.** The fees for each Technical Services offering are specified in the Order Form, and Customer agrees to pay such fees pursuant to the payment terms set forth on the Order Form. Any applicable discounts, including any volume purchase agreement discounts, must be reflected in the Order Form to be effective and will apply to that Order Form only. Without limiting its other available remedies, Snowflake may suspend performance of Technical Services until payments are made current, subject to any applicable invoice dispute provision in the Agreement. For avoidance of doubt, where access to a Snowflake Service account is granted to Snowflake, Customer shall be responsible for any consumption within the Snowflake Service account as requested or reasonably necessary for the provision of the Technical Services offering(s).
- 2. Expenses.** If expenses are included in the Order Form, or if expense reimbursement is approved in writing in this SOW or otherwise by Customer, Snowflake will work directly with Customer to plan reasonable travel, hotel and other expenses required in connection with the provision of the Technical Services. Costs attributable to these travel, hotel and other expenses shall be invoiced by Snowflake and are payable by Customer in addition to the applicable fees. Expense amounts listed in the Order Form are provided on an estimated basis only. If Monthly Travel Expenses are listed in the Order Form (“**Approved Monthly Expense(s)**”), then Customer will be billed for actual expenses incurred during that month. Upon Customer’s written approval, expenses exceeding the Approved Monthly Expenses will be invoiced monthly based on actual expenses incurred in that month. If Upfront Travel Expenses are listed in the Order Form (“**Approved Upfront Expense(s)**”), then such expenses shall be utilized by Customer on or prior to expiration or termination of the Term. Expenses exceeding the Approved Upfront Expenses shall be agreed in writing via a Change Order. Any unused Approved Monthly Expenses or Approved Upfront Expenses not utilized by the end of the Term are not owed, refundable, or otherwise payable.
- 3. Billing and Ship-To Information.** The Order Form will specify applicable bill-to and ship-to addresses. Any onsite Technical Services will be delivered to the ship-to address, if provided. If no address is provided, any onsite Technical Services will be provided to the Billing address unless otherwise agreed to by the parties.

C. Scheduling and Term

- 1. Term.** The “**Term**” for each Technical Services offering described in this SOW shall be as specified in the Order Form or, if not specified, shall be twelve (12) months starting from the SOW Effective Date. Each Technical Services offering will be provided only during its applicable Term, and Customer shall not be due any credit or refund for any Technical Services not consumed during the applicable Term (including without limitation unused hours, training, credits, or packages). Unless otherwise specified in the Order Form, this SOW expires on the earlier of completion of the Technical Services offering(s) or expiration of the Term(s) for the Technical Services offering(s).
- 2. Scheduling.** Technical Services are provided only during regular business hours (8am to 5pm local time), Monday through Friday (holidays excluded). Unless otherwise agreed to by the parties herein, all Technical Services, other than public training, must be scheduled in advance in one-week increments on mutually acceptable dates. Public training is scheduled online at training.snowflake.com.
- 3. Available Hours.** For Technical Services performed on a time and materials basis (whether pre-paid or in arrears), the Technical Services will be subject to the availability of hours specified in the Order Form. Hours listed in the Order Form are provided as an estimate only and additional hours may be required for completion of all activities. If additional hours are required, the parties must mutually approve and execute a Change Order.
- 4. Rescheduling Policy for Technical Services.** Snowflake and Customer shall agree on a schedule for the performance of Technical Services hereunder. In the event Customer seeks to change, cancel or otherwise revise such agreed-up schedule, the parties will work in good faith to adjust such agreed-upon schedule as needed, provided that Customer has given Snowflake no fewer than fourteen (14) days prior written notice thereof (email notice is sufficient). In the event Customer has given Snowflake fewer than fourteen



(14) days prior written notice thereof (email notice is sufficient), Customer shall remain liable for all fees that would have otherwise been payable to Snowflake pursuant to the originally agreed-upon schedule if despite its good faith efforts, Snowflake is not able to reassign the planned personnel to another project or otherwise accommodate such requested change(s).

D. Snowflake Access

1. **No Snowflake Access.** To facilitate security, Customer will not provide Snowflake personnel with access to any Customer Data or Customer Assets. **"Customer Asset"** means Customer Data, Snowflake Service accounts, and other equipment, laptops, systems, applications (including external data applications), virtual desktop infrastructures, environments and networks provided by or on behalf of Customer; and **"Customer Data"** means data or data files of any type that are uploaded by or on behalf of Customer to the Snowflake Service for storage in a data repository.

2. **Customer Obligations.** Customer shall not request that Snowflake personnel use, or otherwise provide to such personnel, software or other code for Snowflake's systems and/or equipment which could allow Customer or a third party to access or use a Snowflake laptop such systems and/or equipment (e.g., remote server services software or SSH access to a laptop).

E. Additional Terms

1. This SOW shall be governed by the Agreement between Snowflake and Customer, as defined in the applicable Order Form. Notwithstanding the foregoing, if the Agreement is not defined in the Order Form, or if Customer purchased Technical Services from a Snowflake-authorized reseller, then **"Agreement"** means: (i) the fully executed Master SaaS Agreement or similar agreement governing the use of Snowflake products and services entered into by and between Snowflake (or its Affiliate) and Customer (or its Affiliate) (**"MSA"**) or (ii) if no currently-valid MSA exists, the applicable Snowflake Terms of Service located at <https://www.snowflake.com/legal/>¹. 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/>¹. In the event of any inconsistency or conflict between this SOW and the Agreement, the terms and conditions of this SOW shall govern with respect to the subject matter of this SOW only. Upon execution of the Order Form, this SOW shall be incorporated by reference into the Agreement. For clarity, Customer's use of the Snowflake Service including Previews is governed by the agreement governing the use of such Snowflake Service, and not this SOW.

2. This SOW (including any attachments or exhibits) may not be modified or amended except in a written amendment or change order signed by a duly authorized representative of Snowflake and Customer (**"Change Order"**). Change Orders may result in additional costs and/or modified terms, as mutually agreed by the parties.

3. Customer will ensure that a project manager is assigned 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. Customer further agrees to reasonably cooperate with Snowflake and to provide access to personnel, materials and information as reasonably requested. Customer shall ensure a secured sharing method is used to share any confidential documents (e.g., network diagrams).

4. All electronic and/or hard copy versions of any materials or other deliverables provided as part of the Technical Services are provided only for Customer's internal use in support of such Customer's use of the Snowflake Service. Without limiting applicable license restrictions in the Agreement, these materials and other deliverables may not be distributed, resold or sublicensed, used to replicate or attempt to perform the Technical Services for others, or used to develop or attempt to develop any of the products or services described therein. The Technical Services and any tools, materials and other deliverables provided or developed hereunder are Snowflake Technology, and Snowflake shall retain all rights (including intellectual property rights), title and interest in and to such items, notwithstanding anything in the Agreement to the contrary. Deliverables are not subject to any maintenance, support or updates.

5. Customer may record Technical Services working sessions (excluding those relating to training-based Technical Services) in video or audio format for Customer's internal purposes solely for Customer's use of the Snowflake Service (**"Recording(s)"**), under the following terms and conditions: a) Snowflake and all session participants must acknowledge and consent in advance to any Recording being made; b) in making or accessing any Recording, Customer will be deemed to have acknowledged that such recording constitutes Snowflake's Confidential Information and will be subject to the Agreement protections applicable thereto; c) notwithstanding anything to the contrary in the Agreement, the Recording and any content contained therein is provided "AS IS" without warranty of any kind by Snowflake; and d) Customer acknowledges that the Service is continually being updated and assumes the risk that the Recordings may contain outdated content from time to time.

6. Snowflake is not responsible or liable for software or components not developed by Snowflake, including third-party SaaS services and open-source software components (**"Third Party Software"**). If any Technical Services use Third Party Software or

¹ Customers who execute an Evaluation Order Form are subject to the Evaluation Terms of Service. Customers who purchase on-demand subscriptions online are subject to the Self-Service On-Demand Terms of Services. All other Customers are subject to the Terms of Services. All such agreements can be found at [Snowflake.com/legal](https://www.snowflake.com/legal).



integrations with such software, Customer is responsible for providing and/or enabling integrations with such Third Party Software and for compliance with any applicable third-party license terms.

7. The details of how Snowflake will carry out the Technical Services are exclusively set forth in this SOW and the related Order Form. Customer will be solely responsible for determining if, how, and when it will implement, test, release or deploy deliverables (including without limitation any recommendations or best practices) provided by Snowflake.

8. Snowflake reserves the right to subcontract the Technical Services described in this SOW but will remain responsible for the performance of any subcontractors engaged in the delivery of the subcontracted Technical Services.

9. If Customer is procuring these Technical Services through a Snowflake-authorized distributor or reseller ("**Reseller**"), then (a) the Snowflake entity contracting with Customer will be as determined by the table currently available at <https://www.snowflake.com/legal/snowflake-contracting-entities/>; (b) for clarity, the term "**Order Form**" means the Order Form between Snowflake and Reseller; and (c) the terms and conditions of this SOW and the Agreement apply to the Technical Services, however, the agreement between Customer and Reseller will govern Customer's invoicing, payment and tax obligations. Notwithstanding anything to the contrary herein or in Customer's ordering documentation with the Reseller, Reseller is not authorized to make any changes to the Agreement or this SOW on behalf of Snowflake.