



Migration Readiness Assessment 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 or professional services to be performed by Snowflake for Customer as further described in this SOW ("Technical Services").

- 1. Scope of Technical Services.** During the Term, Snowflake shall provide the Technical Services described below for Customer. Further descriptions regarding such Technical Services are included in Appendix A which is attached hereto and incorporated herein by this reference.
- 2. Scheduling and Term.** Unless otherwise agreed to by the parties herein, all Technical Services must be scheduled and delivered within one year from the Effective Date of this SOW ("Term").

Rescheduling Fee. There will be no penalty for Technical Services that are rescheduled more than thirty (30) days in advance. For Technical Services rescheduled more than fourteen (14) days, but fewer than thirty (30) days in advance, Customer will be charged for any non-refundable travel expenses and/or change fees incurred by Snowflake. For Technical Services rescheduled fourteen (14) or fewer days in advance, Customer will be charged: (a) a reschedule fee of ten-thousand dollars (\$10,000 USD) and (b) for any non-refundable travel expenses and/or change fees incurred by Snowflake. The fees set forth in this section are in addition to any fees set forth below in Section 3.

- 3. Pricing and Payment Terms.** The Technical Services described in this SOW will be provided on a fixed price basis (in USD) 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.

- 4. 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.
- 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 (the "MSA"); (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 MSA does not expressly include provisions covering Snowflake's provision of Technical Services, then for purposes of this SOW, the MSA shall also incorporate by reference the terms and conditions of the Snowflake



Technical Services Addendum that may be found at <https://www.snowflake.com/legal/>. 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 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

- 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. All electronic and hard copy versions of any deliverables are provided for Customer's internal purposes only. Customer is prohibited from: (a) modifying the deliverables; and/or (b) 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 any performance or aspect of the Technical Services.
- d. The Technical Services shall be delivered remotely (or onsite at the ship to address listed on the Order Form if onsite delivery is agreed to in writing by the parties). If onsite delivery is applicable, Customer is responsible for providing the appropriate facilities for the Technical Service delivery, including Internet connectivity, access and appropriate workspace.
- e. Customer will not grant Snowflake access to any Customer Data hereunder and Snowflake will have no liability under this SOW related to such Customer Data.
- f. 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.
- g. 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.
- h. The Technical Services delivered under this SOW will be delivered during regular business hours (8am to 5pm local time), Monday through Friday (holidays excluded).
- i. The terms set forth in the Order Form will control in the event of a conflict between the terms set forth in this SOW and the terms set forth in the Order Form.



APPENDIX A

Technical Services Description

The Migration Readiness Assessment package is designed to assist Customer with planning and preparation activities necessary to migrate a single data source to Snowflake. A Snowflake Solutions Architect will answer questions related to the planning and preparation stages of migration (including necessary participants and workload prioritization) and can guide the Customer's team through the assessment process and can document the findings for use by Customer's migration team. The goal of each Migration Readiness Assessment package is to help respond to Customer's migration questions relating to (but not limited to) cost, tools requirements and critical success criteria so that the Customer team can make informed decisions regarding an appropriate go forward plan for migrating to Snowflake. This package will be delivered as a contiguous engagement estimated for two to three weeks and will also include pre-delivery and post-delivery work.

The engagement will align to the following content schedule:

- Prepare for the migration
 - Look at the data source and data objects
 - Look at tools to be introduced or deprecated
 - Address the question of migration method for each data source or data object
- Plan for the migration
 - Evaluate and prioritize data sets
 - Look at process dependencies for prioritized data sets
 - Identify the team members and stakeholders
 - Document migration expectations (timeline, budget, etc.)