



QuickStart SOW

This Statement of Work ("SOW") is made and entered into as of the date the ordering document that references this SOW (the "Order Form") becomes binding (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 Policy. 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 and will be billed separately.

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 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 and Dependencies

The parties agree to 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. 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 onsite at the ship to address listed on the Order Form. 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.
- j. Customer will be responsible for determining if, how and when it will implement any recommendations made by Snowflake.
- k. Technical Services do not include any custom configurations.



APPENDIX A Technical Services Description

Overview

The Snowflake QuickStart Technical Services package (“QuickStart”) is designed to assist the Customer in the initial setup of the Snowflake Service through a series of interactive workshops. QuickStart is designed to help new Snowflake customers learn key concepts related to Snowflake Service implementation patterns and script setup.

Description of Service

QuickStart is planned for one (1) week and is structured as a series of seven (7) workshops, delivered onsite.

Workshops will follow a set structure with time- boxed activities for each of the following:

- **Capabilities & Features**
 - high-level review of relevant capabilities & features
- **Use Case**
- **Implementation Standards**
 - considerations for extensibility
 - conventions used within scripts
 - coding standards
- **Implementation**
 - snowflake best-practices design
 - walkthrough script content
 - script customization
 - script deployment & testing

The seven (7) workshops conducted during this Technical Services engagement are described below:

| Workshop Subject | Topic Areas |
|------------------------------|---|
| Database Management | - aligning databases with environments, data architecture, and end-user groups - schemas - table types (permanent, transient, temporary and how they work with fail-safe and time travel) |
| Virtual Warehouse Management | - sizing and right-sizing - scaling up vs. out - automating suspend/resume & sizing - Aligning with workloads, environments, roles and chargeback needs - monitoring workloads |



| Workshop Subject | Topic Areas |
|------------------------|--|
| Role Management | <ul style="list-style-type: none">- role based access control- securable objectives- system defined roles- role hierarchies- role based access control design pattern- managed access schema- future grants- viewing granted roles & privileges |
| Data Ingestion | <ul style="list-style-type: none">- batch load- streaming |
| Data Transformation | <ul style="list-style-type: none">- SQL processing- UDF's- stored procedures- materialized views- clustered tables |
| DevOps & Data Recovery | <ul style="list-style-type: none">- cloning steps- refreshing dev/test environments- refactoring tables and DevOps flow- data recovery and time travel |
| Cost Management | <ul style="list-style-type: none">- resource monitors- monitoring compute and storage costs- data transfer costs- time travel & fail-safe |

At the conclusion of the engagement, Snowflake will provide documentation on the content delivered during each workshop and will deliver a final presentation of the engagement results and recommended next steps.



Snowflake Provided Resources

Snowflake will provide the following:

| Snowflake Resource | Responsibilities |
|--------------------|---|
| Snowflake Resource | Deliver the specified workshops as described above Deliver final presentation of engagement results and recommended next steps Schedule and lead pre-kickoff planning meeting Schedule workshop delivery Coordinate with Customer and attendees on workshop participation |

Customer Provided Resources

Customer will provide the following resources to coordinate activities with Snowflake as noted below; multiple Customer Resources may be filled by the same individual:

| Customer Resource | Responsibilities |
|------------------------|--|
| Project Manager | Coordinate with Snowflake on workshop scheduling, Customer participation and final readout. |
| Program Lead | Responsible for Customers' Snowflake strategy and direction; has decision-making authority for Snowflake implementation. Will participate in all workshops. |
| Database Administrator | Responsible for the day-to-day activities associated with Snowflake. Will participate in all workshops |
| Data Engineer | Responsible for developing data acquisition, ingestion and transformation processing flows. Will participate in all workshops. |
| Security Admin | Responsible for implementing and maintaining Role Based Access Control on securable objects within the Snowflake Service. Will participate in Role Management, Database Management and Virtual Warehouse Management workshops. |
| Data Architect | Responsible for data modeling and architecture for data processing. Will participate in all workshops. |