BEST PRACTICES 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 services to be performed by Snowflake for Customer as further described in this SOW ("Technical Services").

1. **Description of Technical Services.** During the Term, Snowflake shall provide the following Technical Services:

Technical Service Overview

The Snowflake Best Practices Technical Services package ("Best Practices") is delivered onsite and designed to assist Customer in establishing architectural patterns along a core set of foundational dimensions for the Snowflake Service through a series of interactive workshops. At the conclusion of the Best Practices 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.

Best Practices documentation may be customized during the course of the Technical Services, which are planned for one (1) continuous week (M-F).

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

- Capabilities & Features
    - High-level review of relevant Snowflake capabilities & features
- Current State Review
    - Review and document
- Future State Definition
    - Requirements
    - Implementation options
    - Implementation decisions
    - Gaps to future state

The workshops conducted during this Technical Services engagement are described below:

Topic	Workshop Subject	Topic Areas
Security	Single vs Multiple Accounts	- Decision on whether to utilize a single or multiple Snowflake accounts - Review of key decision factors
	Network Security	- Network security policies - Allowed / Blocked IP restrictions
	User Authentication	- Admin / End user / Application patterns - Multi-factor - Federated authentication and single sign on (SSO) - Administration options

User Management	Role Management	- Role based access control - Securable objectives - System-define roles - Role hierarchies - Role based access control design pattern - Managed access schema - Future grants - Viewing granted roles & privileges
Data Loading and Ingestion	Data Loading and Ingestion	- Encryption inflight and at rest - Bulk vs. streaming ingestion - File formats & compression - Landing zone file management & alignment w/target tables - Semi-structured data - Loading across cloud regions and providers
Cost Management	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
	Cost Management	- Resource monitors - Monitoring compute and storage costs - Data transfer costs - Time travel & fail-safe
	Business Unit Chargebacks	- Resource monitors - Web UI capabilities - Grant usage / RBAC - Information schema - Snowflake usage database

Snowflake Provided Resources

Snowflake will provide the following:

Snowflake Resource	Responsibilities
Solutions Architect	- Lead the specified workshops as described above - Deliver final presentation of engagement results and recommended next steps
Services Delivery Manager	- 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 Services Delivery Manager and Solutions Architect 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.

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. The Technical Services will be deemed accepted thirty (30) days following delivery. Customer shall not be due any credit or refund for any Technical Services not consumed during the Term. Any requirement(s) or 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: 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 must be scheduled in advance in one-week increments and must be completed within one year from the Effective Date of this SOW ("Term").

   Rescheduling Policy. There will be no rescheduling fee 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 rescheduling 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 above in Section 2 and will be billed separately.

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 Customer: (i) the fully executed Master SaaS Agreement or similar agreement; (ii) the Snowflake Terms of Service located at: https://www.snowflake.com/legal-gov/; or (iii) the Snowflake Self-Service On Demand Terms of Service located at: https://www.snowflake.com/legal-gov/. 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-gov/ ("Addendum"). For clarity, Customer's use of the Service is governed by the Agreement and not this SOW. Upon execution of the Order Form or other documentation referencing the SOW, 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 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.
   d. To facilitate security of Customer Data and associated systems, Customer will not grant Snowflake access to Customer Data under this SOW. In addition, except for Customer provided access to Customer's Snowflake Account (if contemplated within the scope of the Technical Services described herein), Customer will not grant Snowflake access to any Customer systems, Customer networks or Customer applications. Snowflake will have no liability under this SOW related to the access noted in this Section.
   e. Snowflake may subcontract this work but only with Customer's prior approval and documented in a contractual arrangement between the parties. Relevant terms in this SOW will also be flowed down to the subcontractor, as applicable.

f.   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.

g.   Customer will be responsible for determining if, how and when it will implement any recommendations made by Snowflake.

h.   The Technical Services will be provided during regular business hours (8am to 5pm local time), Monday through Friday (holidays excluded).

i.   Technical Services shall be delivered onsite at the ship to address listed on the Order Form or other documentation referencing the SOW.