



## MIGRATION READINESS ASSESSMENT 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 Snowflake Migration Readiness Assessment ("Assessment") is a series of workshops delivered over two (2) continuous weeks that are 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 section of this SOW. Snowflake will also deliver a presentation of the Readout of the Assessment results and recommended next steps.

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
- Creation of a migration project plan
- 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
- 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
<b>Database DDL and DML or distributed file system or document store platform metadata using supplied extract scripts or in alternative agreed to format</b>	<b>Yes</b>	<b>Two (2)</b>
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)
<b>Migration questionnaire regarding organizational strategy and the Data Platform to be migrated</b>	<b>Yes</b>	<b>One (1)</b>
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 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
<b>Introduction and Engagement Overview</b>	<ul style="list-style-type: none"> <li>• Customer and Snowflake team introductions</li> </ul>



<p>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"> <li>• Assessment scope and output overview</li> <li>• Migration questionnaire review</li> <li>• Current state architecture review</li> <li>• Future state architecture and strategy review</li> </ul>
<p><b>Database Conversion</b></p> <p>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</p>	<ul style="list-style-type: none"> <li>• Review analysis results of existing data platform DDL, DML, metadata, and other scripts</li> <li>• Plan for non-production environments</li> <li>• Review key aspects of database security model</li> <li>• Estimate database conversion level-of-effort and timeline</li> </ul>
<p><b>Data Migration</b></p> <p>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</p>	<ul style="list-style-type: none"> <li>• Discuss scope of tables to be migrated</li> <li>• Evaluate the amount of data to be migrated</li> <li>• Discuss options for moving data to cloud provider storage and loading into Snowflake</li> <li>• Plan for non-production environments</li> <li>• Review key aspects of data security model</li> <li>• Estimate data migration level-of-effort and timeline</li> </ul>
<p><b>Data Integration</b></p> <p>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</p>	<ul style="list-style-type: none"> <li>• Discuss data sources and evaluate frequency and volume of extraction</li> <li>• Determine method for loading and transforming data from data sources into Snowflake</li> <li>• Plan for non-production environments</li> <li>• Review key aspects of data integration security model</li> <li>• Provide data load (ingestion) best practices</li> </ul>



	<ul style="list-style-type: none"> <li>• Estimate data integration migration level-of-effort and timeline</li> </ul>
<p><b>Data Validation</b></p> <p>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</p>	<ul style="list-style-type: none"> <li>• Discuss data validation strategy and requirements</li> <li>• Establish data validation expectations</li> <li>• Determine remediation plan for data validation issues</li> <li>• Plan for non-production environments</li> <li>• Provide data validation best practices</li> <li>• Estimate data validation level-of-effort and timeline</li> </ul>
<p><b>Data Consumption</b></p> <p>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</p>	<ul style="list-style-type: none"> <li>• Identify and prioritize data consumption platforms and processes to be migrated</li> <li>• Determine remediation plan for migration and performance issues</li> <li>• Plan for non-production environments</li> <li>• Review key aspects of data consumption security model</li> <li>• Estimate data consumption migration level-of-effort and timeline</li> </ul>
<p><b>Migration RACI and Timeline</b></p> <p>Collect and review information required to develop a migration RACI and review migration timeline</p>	<ul style="list-style-type: none"> <li>• Determine involved roles and responsibilities for migration tasks</li> <li>• Review migration timeline based on workshop level-of-effort estimates</li> <li>• Discuss findings and feedback in preparation for the readout</li> <li>• Complete outstanding action items from prior workshops</li> </ul>
<p><b>Migration Readiness Delivery Readout Review</b></p> <p>Ensure alignment of migration readiness delivery readout with workshop participants and confirm no items have been omitted</p>	<ul style="list-style-type: none"> <li>• Review the readout</li> <li>• Discuss feedback and align final presentation</li> <li>• Update and review documents</li> </ul>



<p><b>Migration Readiness Delivery Readout</b></p> <p>Deliver a summary of findings, level-of-effort estimate, and migration timeline based on migration readiness assessment workshops</p>	<ul style="list-style-type: none"> <li>• Present the readout to stakeholders and program sponsors</li> <li>• Provide documents</li> </ul>
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**Snowflake Provided Resources**

Snowflake will provide the following resources:

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

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



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

## 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 directly 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.** Fees exclude any travel or related expenses. If applicable, Snowflake will work directly with Customer to plan reasonable travel, hotel and other expenses required in connection with the provision of the Technical Services described in this SOW. Any costs attributable to such travel, hotel and other expenses shall be invoiced by Snowflake and payable by Customer and are in addition to the fees set forth herein.
- 4. Scheduling and Term.** All Technical Services must be scheduled in advance 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) (or its equivalent amount if charged in a different currency) 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.

- 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.
- 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 access to the applicable Snowflake Account (if contemplated within the scope of the Technical Services described herein), Customer will not grant Snowflake access to any non-Snowflake systems, networks, or applications. If applicable, Customer is solely responsible for ensuring that the duration and scope of access to the Snowflake Account is strictly limited to the access required hereunder and such access may not extend past the Term of this SOW. Snowflake will have no liability under this SOW related to the access noted in this Section.
- e. 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.
- 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. If applicable, any onsite Technical Services will be delivered at the ship to address listed on the Order Form or other documentation referencing the SOW.