**STATEMENT OF WORK**

**<** Salesforce Data Cloud DevOps Program **>**

This STATEMENT OF WORK (“**SOW**”) is made and entered into as of Effective Date by and between SFDC and Supplier subject to the terms of the Agreement (each as defined below). Terms not otherwise defined herein shall take on the meaning ascribed to them in the underlying Agreement.

|  |  |
| --- | --- |
| “**SFDC**” | Salesforce, Inc. |
| having its principal place of business at | Salesforce Tower 415 Mission Street, 3rd Floor San Francisco, CA 94105 |
| with notices to be delivered to: | Salesforce Tower 415 Mission Street, 3rd Floor San Francisco, CA 94105 |
| “**Supplier**” | Accenture LLP, an Illinois limited liability partnership |
| having its principal place of business at | 415 Mission Street, San Francisco, California, 94105 |
| with notices to be delivered to: | Same as above and sent to the attention of General Counsel |
| “**Agreement**” | Global Service Agreement between SFDC and Supplier effective July 13, 2017, as amended, which was assigned to Accenture International Limited on May 1, 2019 and the Local Affiliate Agreement dated May 1, 2019 signed between Accenture LLP and SFDC |

IN WITNESS WHEREOF, the parties have executed this SOW through their authorized representatives.

|  |  |  |  |
| --- | --- | --- | --- |
| **SUPPLIER** | | **Salesforce, Inc.** | |
| By: | | By: | |
| Name: Margaret Schoelwer | | Name: | |
| Title: Managing Director | | Title: | |
| Date: | | Date: (“**Effective Date**”)  SFDC PO Number: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | |
|  |  | |

**Statement of Work**

1. **Term**

* **Start Date:** 12/18/2023
* **End Date:** 01/31/2024

1. **Scope of Services**

This services for this arrangement letter shall support the following services:

|  |  |  |  |
| --- | --- | --- | --- |
| **Service:** | **Scope of Services** | **Supplier** | **SFDC** |
| Current State Audit & Assessment | * Current state system analysis of DevOps platform * Assessment of DevOps toolchain * Evaluate existing performance metrics of data cloud instances * Review current state observability | Primary | Secondary |
| Program Framework Proposal | * Gather requirements from SFDC for future DevOps program * Provide personnel and infrastructure resources needed for DevOps program * Timeline for DevOps program implementation, deliverable phases for program | Primary | Secondary |
| Strategy Foundations | * Migration approach for DevOps program * Toolchain strategy * Risk management strategy for DevOps program implementation | Primary | Secondary |
| Implementation Design | * Infrastructure design for DevOps program * CI/CD pipeline design for DevOps program * Security design for DevOps architecture * Monitoring and logging design for DevOps program | Primary | Secondary |
| Phased Roll-out Plan | * Pilot phase plan for DevOps program in non-production environment * Iterative migration approach document * Feedback loop system supporting pilot and iterative migration phases | Primary | Secondary |

1. **Key Milestone and Timeline Table**

This table identifies the key milestones associated with this SOW and corresponding outcomes/deliverables/tasks required to complete engagement and agreed timeline. Each milestone should tie/link to the Deliverables Table in Section 4 and the associated details.

Supplier shall deliver the following (include description of supplier responsibility, method of completion and phases of project in the table below).

|  |  |  |
| --- | --- | --- |
| **Key Milestones** | **Outcomes** | **Timeline** |
| [<Milestone1>](#bookmark=id.oil8y96ub9w2) | <Outcome / business objective > | 12/18/2023 - 01/31/2024 |

1. **Deliverables Table**

|  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- |
| **Key Milestones** | **Deliverables** | **Deliverable Description** | **Supplier Activities** | **SFDC Activities** | **Assumptions** | **Format** |
| <Milestone 1> | Current State Assessment | Develop assessment output and identify quick wins | Brief summary of tasks/activities performed by Supplier to provide Deliverable | Brief summary of tasks/activities performed by SFDC required to provide Deliverable | **All Assumptions associated with deliverables.** | **Format of the Deliverable expected i.e google sheets, etc.** |
| Program Framework | Clearly defined organization structure, identification of infrastructure, resources, security posture, ​and DevOps roadmap |  |  |  |  |
| Strategy Foundation | DevOps toolchain strategy and phased onboarding, migration approach framework based on team and product maturity​ |  |  |  |  |
| Implementation Design | Outline target state across DevOps Maturity Model, IaC, CI/CD, DevSecOps, SRE Design Strategy, and Deliverables.​ |  |  |  |  |
| Phased Rollout Plan | Fast follow actions and pilot phase approach to be combined with overall iterative migration plan |  |  |  |  |

**Support and Training:** [Insert any required support or trainings for the Supplier Personnel]

**Knowledge Transfer Plan:** [Insert any knowledge transfer plan or details to ensure the future success of the Project]

**Supplier Materials:** N/A

1. **Supplier Representative:** Margaret Schoelwer
2. **Supplier Personnel.** The following Supplier Personnel will be engaged to perform the Services:

|  |  |  |  |
| --- | --- | --- | --- |
| **Title** | **Key Responsibilities** | **Location** | **Allocation of Time**  **(% of time)** |
| DevOps Senior Architect | Identify solutions to meet technical performance, scalability and capability requirements.  Complete architecture Quality Assurance reviews | US |  |
| DevOps Consultant | Configuration of various tools required for DevOps.  Automate different tasks related to development, configuration management etc. | US |  |
| Data Cloud Architect | Lead the database analysis, design, and build effort.  Model and design the application data structure, storage, and integration. | US |  |
| DevOps Architect | Design DevOps delivery processes and tools.  Work on DevOps strategies and remediation plans | US |  |
| Data Cloud Consultant | Build scalable data pipelines using exact, transform and load tools.  Automate the flow of data for consumption using cloud architecture | US |  |
| DevOps Consultant | Configuration of various tools required for DevOps.  Automate different tasks related to development, configuration management etc. | US |  |

1. **SFDC Personnel.** The following SFDC personnel will be the key decision makers:

|  |  |  |
| --- | --- | --- |
| **Name** | **Title** | **Key Responsibilities** |
| XX |  |  |
| YY |  |  |
| ZZ |  |  |

1. **Professional Services Payment**

SFDC will be invoiced for the Services and/or Deliverables in accordance with the following payment schedule. Payments will be made as set forth in the Agreement. SFDC does not make advance payments for services.

* 1. **Fixed Fee** Supplier will perform the Services on a fixed-fee basis. Based on the scope, duration, SFDC responsibilities, and assumptions set forth herein. Supplier’s fees for the Services will be **$**348,500.00

Upon Deliverable Acceptance per the Acceptance procedures described herein, Supplier will invoice SFDC the fixed fee amounts listed in the table below:

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **Milestone** | **Due Date** | **Estimated Invoice Date** | **Percent of Total Fee** | **Amount Invoiced**  **Upon Acceptance** |
| <milestone name> | 01/31/2024 | - |  | - |
| **Total** | | |  | **$**348,500.00 |

Under this SOW, the total fees billed to SFDC shall not exceed $348,500.00 without SFDC’s prior written approval. All time sheets must be approved by SFDC personnel prior to payment.

* 1. **Expenses**

Subject to the SFDC Non-Employee Travel and Expense Policy, a copy of which shall be provided upon request, the following expenses, if any, shall be reimbursed by SFDC:

[ X ] None

[ ] Not to exceed in the aggregate: \_\_\_\_\_.

SFDC will not reimburse expenses in excess of the amount listed above unless Supplier has received SFDC's written approval prior to incurring such additional expenses. Supplier must adhere to all SFDC and client specific expense policies. Supplier must submit expenses within 30 days of incurring them and must include receipts for amounts greater than USD$25. Any expenses not complying with these policies will not be reimbursed by SFDC.

* 1. **Total Amounts.**

The total amount due to Supplier by SFDC under this SOW (including all Fees set forth in Section 3.1 above and Expenses set forth in Section 3.2 above) will not exceed the Total Amount set forth in the table below:

|  |  |
| --- | --- |
| **Payment Type** | **Total Cost or Not to Exceed Amount** |
| Section 8.1 Fees | $348,500.00 |
| Section 8.2 Expenses | $X |
|  |  |
| **TOTAL AMOUNT;** | $348,500.00 |

1. **Acceptance.** “Acceptance” of Deliverables by SFDC shall be deemed to occur upon achievement of all of the following: 1) each Deliverable conforms to the relevant specifications as provided herein; 2) each Deliverable meets the applicable warranties set forth in the Agreement; 3) each Deliverable has documented 100% of all SFDC acceptance test cases passing; and 4) each Deliverable is approved in writing by an authorized representative of SFDC.
2. **Additional Terms.**

[ ] None

[ X ] As follows:

* 1. **Return of SFDC Equipment**. Supplier Personnel shall promptly return to SFDC any SFDC-issued laptops or other equipment, in accordance with the instructions provided by SFDC, upon the earlier of: (i) termination or expiration of the SOW, and (ii) SFDC’s written request at any time during or after the term of this SOW. Supplier shall be liable to SFDC for the replacement cost of any SFDC-issued laptop or equipment that Supplier fails to return within the timeframe communicated by SFDC.