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1. Document Control Information

1.1 Version Control

Document Version	Revision Date	Author	Revision Summary	Distribution List(s)
0.1	07/12/23	Samuel Baxter	Initial Draft	A, B

1.2 Distribution List

Name	Company Contact Details	Project	Review			
Name	Company	Contact Details	Project Responsibility	Α	В	С

Key: A = Draft; B = General release issue; C = For information purposes

1.3 Disclaimer

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This is a confidential document. Any unauthorised dissemination or copying of it, and any use or disclosure of any information contained in it, is strictly prohibited and may be illegal. If you have obtained it in error, please inform Cisilion Limited as soon as possible.

Cisilion Limited is registered in England under company number 03902228. Registered office: Cisilion House, Guildford Road, Leatherhead KT22 9UT.

1.4 Validity

This Statement of Work will be issued to the named recipient(s), on or before [Date] and is valid for acceptance for a period of [30 – Adjust based on requirement/vendor quotes] days.



1.5 Definitions

	Definition
Change Control Pricing	New pricing given to the Client for additional days going beyond the initial Project Delivery Timeframe
Change Control Quote	Quotes provided by Cisilion stating any Change Control Pricing
Project Delivery Timeframe	the duration of the works as quotes in this statement of works (SoW)
Project Kick-off Date	the date that Project delivery commences
Professional Services Days	the number of professional service days as per this SoW
Project	the works specified in this SoW

Add additional definitions as appropriate



2. Introduction

This Statement of Work (**SoW**) is entered into on the date signed by both parties, this agreement is between **Cisilion Limited** a company incorporated in England and Wales (company registration number 03902228) whose registered is at Cisilion House, Guildford Road, Leatherhead, Surrey, United Kingdom, KT22 9UT (**Cisilion**) and [INSERT CLIENT NAME & COMPANY ADDRESS] (**Client**) and describes the services (**Services**) to be provided by Cisilion to the Client to assist the Client with [INSERT DETAILS] (**Project**) for the Initial Term of [Insert agreed initial term].

Each a "Party" and together, the "Parties"

By entering into this SoW and by signing below, the Client acknowledges and agrees to the terms of the Agreement as set out at <u>Terms and Conditions</u> (**Agreement**) and that such terms are incorporated by reference herein. Where no such agreement exists between the parties or such agreement has expired, Cisilion's standard terms and conditions shall govern, a copy of which can be found at <u>here.https://www.cisilion.com/terms-of-sale</u>

This SoW together with the Agreement and any other document agreed between the Parties, constitutes the entire agreement between the Parties in relation to the supply of the Services, to the exclusion of all other terms, including any terms. This SoW is a separate and severable contract between Cisilion and the Client.

This SoW shall be governed by and construed in accordance with the laws of England and Wales and the Parties hereby submit to the exclusive jurisdiction of the English courts.

Interpretation:

- > Except as defined in this SoW, all capitalised terms used in this SoW shall have the meaning given to them in the Agreement.
- > The terms set out in this SoW are in addition to and should be read in conjunction with the terms of the Agreement. In the event of a conflict between the Agreement and the SoW, the Agreement shall take precedence over the SoW unless specifically stated within the SoW.
- > This SoW and the Agreement supersedes all prior agreements, arrangements, and understandings (and excludes any pre-Agreement communications of whatsoever nature) between the Parties and constitutes the entire agreement between the Parties relating to the subject matter hereof. Each Party agrees that it shall have no remedies in respect of any representation or warranty (whether made innocently or negligently) that is not set out in this Agreement.

This SoW defines the Services and Deliverables that Cisilion will provide to the Client. This includes the following:

- > The working relationship between Cisilion and the Client including roles and responsibilities.
- > A description of deliverable items under this SoW.
- > The process for delivery and acceptance.
- > The price and payment schedule.



3. Client Details

3.1 Client Contact Details

Name	Phone	Email

3.2 Location

Site Name	Address
Add all locations for the work	If all work remote – state this here



4. Project Overview

Migration to M365 Assessment – CLIENT have engaged with Cisilion for assistance with their move to M365. Cisilion's suggested approach would be to perform a discovery phase to understand the current workloads, businesses practices and desired state. The following are some of the workloads and areas to be covered, but more may come to light through the course of the assessment:

- Migration of data from Google Workspace to M365, including but not limited to:
 - o Mail
 - Calendars
 - Contacts
 - o Drives
 - Team Drives
- Requirements for the M365 tenant understanding if there is already an M365 tenant available or if a new M365 tenant is required.
- Licensing requirements what licenses will be required to meet employee requirements
- Change adoption Cisilion can provide change adoption services to help with the transition from using Google Workspace to Microsoft 365 products (M365 Apps)

4.1 Objectives

The objectives for this engagement are to:

- > Assess requirements through discovery and workshop sessions
- > Produce and share design for migration path

4.2 Equipment Bill of Materials

The Bill of Materials (BoM) is subject to ratification during design and discovery workshops. Any equipment ordered prior to these workshops taking place maybe subject to change and additional cost.

Туре	Item Description	Quantity
N/A	N/A	N/A

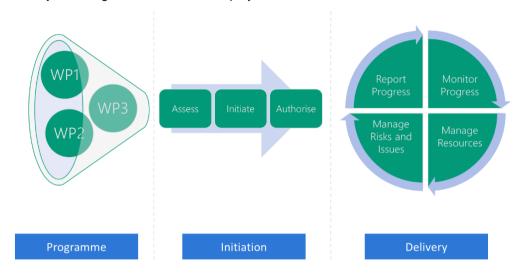
Key: HW = Hardware, SW = Software, LIC = License



5. Solution Description

CLIENT have engaged with Cisilion to assist with their transition to Microsoft 365 cloud services. They use Google Workspace (using Gmail, Drives, and Team Drives).

Due to the large number of workstreams highlighted, Cisilion recommends running a Programme of Works. A Programme of Works is broken down into Work Packages that can be run sequentially or concurrently, allowing for efficiencies in deployment. The below illustrates the method:



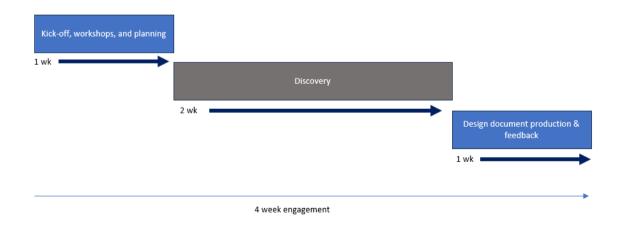
Cisilion would first look to run a discovery phase prior to beginning the Programme of Works. The discovery phase is run through a combination of workshops and auditing of data for the relevant workloads. The goal will be to establish a current state, understand the desired state, identify blockers and risks, and produce a design document that will outline the plan to transition from current to desired state. This design will be presented back to CLIENT and further actions agreed.

Cisilion's approach will be one to minimise risk and user impact. Each workload will be assessed individually and appropriate actions will be proposed, such as out of hours work or pilot phases.

The outcome of this statement of works will be to capture enough information in order to form an accurate roadmap for implementation.

Cisilion's estimated time for engagement is 4 weeks:

Outline Engagement Time





5.1 Solution Components

The below is a list of solution components:

5.1.1 WP1 - Discovery

The first work package will be to assess the current state and work with CLIENT members to understand their desired state. This will consist of:

- Workshops Cisilion will hold workshops with key stakeholders at CLIENT to knowledge share on the technologies to be implemented, understand CLIENT's understanding of their current environment and business processes, and understand their desired end state. The workshops are designed to not only explore known areas but also uncover areas not currently considered. Subjects to be discussed in workshops include, but are not limited to:
 - Migration of Data from CLIENT Google Workspace to M365 (mail, calendars, contacts drives, team drives etc)
 - Decisions around which tenant to use Will CLIENT migrate to an existing M365 tenant or do they have specific requirements as part of their business practices that prohibit them from fitting into the compliance framework of an existing M365 tenant? If this is the case then a new M365 tenant will need to be designed and created.
 - Security & compliance requirements what are CLIENT's requirement regarding Zero Trust. A requirement for external document sharing was raised during the call. What restrictions need to be in place around this to prevent data leakage?
 - o **Identity** are there applications that are using an alternative identity platform? How would these be effected by migrating to M365 as an IDP? What is the impact and risk?
 - Licensing requirements What level of licensing will CLIENT need?
 - Change Adoption What will the users need in order to create a pain free transition between platforms?
- Auditing Cisilion consultants will get an accurate understanding of the current state of the environment through auditing workloads. For example: Gmail, Drives, Team Drives etc. What is audited will be led by the discussions in the workshops. By understanding the transition that CLIENT desires, Cisilion can centre in on relevant data and use that to build a clear picture of how a transition would be implemented.

5.1.2 WP2- Design

Once the Discovery work package has been completed, Cisilion can then put together a design that will detail the current state, desired state, and the proposed roadmap for migration. This work package will consist of:

- Design Document Cisilion will produce a design document based on the findings of the Discovery Work Package. This document will detail the roadmap to get from CLIENT's current state to their desired state. This document will also include the implementation plan and costing for the transition from current state to desired state.
- > **Present Findings** Cisilion will present the document back to key stakeholders at CLIENT and decisions on next actions will be taken.



6. Deliverables

The following deliverables are considered as a part of this SoW. For all the Deliverables performed under this SoW, Cisilion will assess the Deliverables and assign the most relevant resource considering the complexity, skillset, knowledge, expertise, timeline, and business impact of the Deliverable. This will be at Cisilion's sole discretion, and we shall endeavour to maximise the Client's experience.

6.1 Deliverables, Acceptance Testing and Acceptance Criteria

The Client's technical project sponsor will be responsible for agreeing that described Acceptance Testing and Acceptance Criteria have been met. The following Acceptance Testing and Acceptance Criteria for the Deliverables are as follows:

Ref	Milestones/Deliverables	Acceptance Criteria	Delivery Party	Acceptor
1.0	Workshop for deployment strategy and configuration	Agreed roadmap, configuration settings and deployment	Cisilion/CLIENT	CLIENT
1.1	Auditing of existing workloads	Cisilion will audit workloads decided upon in the workshops	Cisilion	CLIENT
2.0	Design document	Cisilion will produce a design document based on the findings of the discovery phase. The document will contain the plan for implementation and costings.	Cisilion	CLIENT
2.1	Present findings & agree next steps	The design document will be presented back to key stakeholders at CLIENT	Cisilion/CLIENT	CLIENT



Exclusions and Constraints

7.1 Exclusions

The following activities are considered outside of the scope of Cisilion's activities:

- > Weekend and out of hours work unless stated explicitly in this SoW; If the Client requires the Cisilion consultant to work weekends or out of hours, additional charge will be incurred at Cisilion's then current rate.
- On-site attendance of engineers, all Services to be performed remotely unless stated explicitly in this SoW. If on-site attendance is required, this shall follow any current (at the time of the required Site visit) government advice and/or restrictions in relation to COVID as well as any health and safety requirements confirmed by the Client to Cisilion in writing. Cisilion may also charge for travel and accommodation as per Cisilion's then current rate.
- > Reconfiguring, redeploying, or changing any device, software or service not outlined in this SoW.
- > Training on deployed solutions, unless stated explicitly in this SoW.
- > No work outlined in the Design Document will be implemented as part of this Statement of Works.
- > For the avoidance of doubt, any activity not listed in the SoW is not included within the Deliverables.

5

7.2 Responsibility Matrix

This matrix should be used to define responsibilities for all known activities, assumptions, and provision of materials.

^{**}External/Client third Parties, not under Cisilion's control

Item	the Client	Cisilion*	Third Party**	Out of Scope
Project Plan Production		х		
Communication Plan Production		x		
Reporting against Communication Plan		х		
Low Level Design (LLD) Production		х		
Handover Documentation		х		
Project Sign Off	Х			

^{*}Cisilion and Cisilion's approved 3rd Parties



Management of Client's 3rd Parties	Х		
Management of Cisilion 3rd Parties		х	
Supply of additional equipment, licences that may be required but not defined in the High Level Design (HLD)	Х		
Access to Client Site	Х		
Resources to support installation activities	х		
Access to resource to enable the activities defined in this SoW to be performed	Х		
Notification of regulations that Cisilion may be required to work under	Х		
Notification of any special access requirements for accessing Client Site	Х		
Single point of contact for project related issues	Х	х	
Notification of change in scope.	х	х	



8. Client Responsibilities

The Client agrees that the successful performance of this SoW by Cisilion depends upon the Client's compliance with the following:

- > Cisilion are provided access to:
 - > The Client's staff.
 - > The Client's premises including computer room and wiring closets.
 - > Network infrastructure documentation.
 - > Network device management.
 - > secure data remote access.
 - Any other facilities reasonably requested.
- > The Client is committed to:
 - > Working with Cisilion to configure network devices if required.
 - > Ensure quick turn-around times on queries.
 - > Meeting attendance.
 - > Scope change management process.
 - > Managing any interdependencies with other projects.
 - > Providing all required information and accurately identifying design and project constraints.
 - > Designating a backup when the primary Client PM is not available.
 - > To allow Cisilion's consultants to use the Client's name in any engagement with third parties for this SoW and if necessary, provide a letter of authority (not to be unreasonably withheld of delayed) and confidentiality agreement that can be used prior to any engagement, particularly as commercial vendors will be used.
 - Providing a single point of contact to whom all Cisilion communications are to be addressed. This Client contact shall have the authority to act on all aspects of the services including binding the Client to any supplemental documents necessary. Including any undertaking to guarantee continuous supply of any relevant resource and information required to fulfil the Client's obligations under this SoW.
 - > Requirements for change to the project scope will be communicated to the Cisilion Project Manager or assigned Project Coordinator.
 - Providing Cisilion with a copy of the Client's health and safety policy prior to any site activity taking place and notify Cisilion of any Personal Protective Equipment (PPE) required at least five (5) business days prior to any relevant site activity. The Client must provide a single point of contact for any health and safety issues related to individual site(s).



Governance

9.1 Project Management

On receipt of a signed copy of this SoW, Cisilion will align a Project Manager to manage the delivery of the project. Full details of our PMO and the methodologies used are available within our PMO Service Description, available on request.

9.2 Scope Change

If the Client would like Cisilion to undertake any additional work, not included in this SoW, the Client can request this via a Change Request, as per 9.3.

It may become necessary to amend this SoW for as a result of, but not limited to, the following:

- > Changes to this SoW and/or specifications for the Services or deliverables
- > Changes to the project schedule
- > Non-availability of resources which are beyond either Party's control
- > The inability of external vendors to provide a suitable product
- > Information that was not known at negotiation and creation of this SoW comes to light which if known would have affected the quotation
- > Environmental or architectural impediments not previously identified
- > Client obligations not being met
- > Delays to the project schedule beyond Cisilion's control.

The Client acknowledges that change requests will have an impact on the price and schedule of the Services as stated in this SoW. This includes both the impact of performing the change request evaluation and the impact of the change request implementation.

9.3 Change Approval Process

The Client will identify the representative who will be designated as the authorized representative for approving changes, as per the Agreement, to this SoW.

The Cisilion Project Manager will be designated as the authorized Cisilion representative for approving changes, as per the Agreement, to this SoW.

9.4 Project Reporting

Review sessions (if required) will be held to ensure the project deliverables are met on time, as listed in the latest mutually accepted plan for the project.

- > Review sessions will be held as agreed to assess the project progress.
- > Review sessions will be attended by the Client's Project Manager and the Cisilion Project Manager
- > The review session will also review:
 - > any required changes to this SoW
 - > general progress and acceptance of the activity undertaken by Cisilion



Review sessions will be delivered in a form of telephone/conference calls or face to face meetings as appropriate.

9.5 Communication and Reporting

Communication and Reporting related to this project will follow the communications plan below.

Audience Groups:

- > All everyone associated with the project
- > **Executive Sponsors** Cisilion executive representative
- > Project Team those involved in the day-to-day project activities
- > Super Users those involved with Acceptance Testing and initial training

Activity	Format	Vehicle	Responsibilit y	Audience	Frequency
Kick-off meeting	Face to Face, Virtual	Face to Face, Virtual	Cisilion	Project Team	Once
Kick-off meeting minutes	PDf	Email	Cisilion	Project Team	Once
Project Plan	PDF	Email	Cisilion	Project Team	Once
Status report	Excel	Email	Cisilion	Project Team, Executive Sponsor	Weekly
Status Update Meetings	Conference calls + emails	Conference calls + emails	Cisilion	Project Team	Weekly as a minimum and as needed
SoW	PDF	Email	Cisilion	Project Team	Once
LLD	PDF	Email	Cisilion	Project Team	Once
Final Documentation	PDF	Email	Cisilion	Project Team	Once
Closure and Lessons Learned Meeting	Face to Face, Virtual	Face to Face, Virtual	Cisilion	Project Team	Once
Closure and Lessons Learned	PDF	Email	Cisilion	Project Team, Executive Sponsor	Once



10. Sign off

Please indicate your agreement with the terms of this SoW and the terms of the Agreement, which sets out the terms of our relationship, and allow Cisilion to commence work as specified by signing on the space provided below. In the absence of a signed copy of this SoW, a purchase order for this SoW is deemed as acceptance.

	Client
Authorised Signature:	
Printed Name:	
Title:	
Date:	
Email Address:	
Purchase Order Number:	