

CISILION

Azure Virtual Desktop

Proof of Value

Statement of Work for Customer Name

AVD-20-012

Version: 1.0

DD/MM/YYYY

Microsoft
Partner



Gold Communications
Gold Cloud Productivity
Gold Cloud Platform
Gold Messaging
Gold Enterprise Mobility Management
Gold Windows and Devices
Gold Application Development
Gold Collaboration and Content
Gold Datacenter

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1. Document Control Information

1.1 Version Control

| Document Version | Revision Date | Author | Revision Summary | Distribution List(s) |
|------------------|---------------|--------|------------------|----------------------|
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1.2 Distribution List

| Name | Company | Contact Details | Project Responsibility | Review | | |
|------|---------|-----------------|------------------------|--------|---|---|
| | | | | A | B | C |
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| | | | | | | |

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

1.3 Disclaimer

Copyright © Cisilion Ltd 2021. All rights reserved.

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.

Although Cisilion has tried to ensure that the information in this document is accurate, we cannot be held responsible for any reliance that you place on it and we give no warranty or assurance in that respect. Nothing shall exclude our liability for any matter that would be illegal for us to exclude or attempt to exclude.

All changes to this scope of works will be managed by mutual change control as part of the project management governance process.

Cisilion Limited is registered in England under company number 3902228.
Registered office: Cisilion House, Guildford Road, Leatherhead KT22 9UT.

1.4 Validity

This Scope of Work (SoW) will be issued to the named recipient(s), on or before **DD/MM/YY** and is valid for acceptance for no longer than 30 days from date of issue.

Unless otherwise stated, this offer is based on our Cisilion Standard Terms and Conditions.

1.5 Project Dates

We expect work to begin **DD/MM/YYYY** on the basis this SoW receives sign off before or on **DD/MM/YYYY**. We expect project close down to happen by **DD/MM/YYYY**.

A full project plan will be produced as part of the project initiation process.

2. Management Summary

Azure Virtual Desktop is Microsoft's native PaaS offering that replaces traditional on-premises, Remote desktop services from Microsoft and also offering from other vendors such as Citrix & VMware.

In a ever-evolving landscape, Cision recognises the importance for all businesses to adapt, evolve to find quicker and faster ways to meet objectives without compromising performance.

This Statement of Work has been prepared to meet those requirements. Cision's Azure Virtual Desktop (AVD) Proof of Value (POV) provides a foundational approach to building a AVD POV solution in isolation, so it can be evaluated against your immediate needs.

2.1 Project Overview

This Azure Virtual Desktop (AVD) Proof of Concept (POV) projects primary objective is to stand up a fully operational WVD service within the agreed subscription with a test user base to evaluate its effectiveness and to measure if this will meet Customers requirements once rolled out to the wider business.

This POV will provide sufficient evidence on the effectiveness of the platform. It will also act as a foundation for **Customer** and Cision to build on to deliver the platform to the wider business.

Cision propose to use a service workshop to provide the necessary expertise and experience around adopting Microsoft AVD in order to scope, design and deliver a Virtual Desktop solution for **Customer**.

2.2 Project Objectives

Cision's AVD Proof of Value deployment service is a combination of multiple service modules including interactive knowledge sharing sessions, information gathering & design sessions. The focus of these workshops is to ascertain the needs and challenges which currently exist at **Customer** and how AVD will help overcome these challenges.

The following **On-site** Remote knowledge sharing interactive sessions will include

| Ref | Objectives |
|------|--|
| OBJ1 | Discovery Workshop - Discovery session to gather all information with regards to current infrastructure, key requirements and prerequisites needed. |
| OBJ2 | Define & Agree on Scope – Agree on POV scope, define host image and success criteria |
| OBJ3 | Deploy AVD POV - Deploy POV platform & confirm all requirements have been met |
| OBJ4 | Scope Wider Deployment – Look to use data gathered through UAT to discuss what the wider WVD platform should include |

Following the signing of the statement of works and receipt of the purchase order, Cision and **Customer** will agree on a suitable date for the project commencement.

3. Project Activities and Scope

The following scope is defined for the Services provided under this Statement of Work:

| Customer Variables | In Scope | Out of Scope |
|---------------------------|----------------------|------------------------------|
| Organisation | xxxx@onmicrosoft.com | All other Organisations |
| Subscription | Prod, Dev, UAT | All subscriptions not listed |
| Servers | All within In Scope | Everything Else |
| Single Server Application | All within In Scope | Everything Else |
| Application Stack | All within In Scope | Everything Else |

3.1 Work Plan for the Services

The section below provides a detailed view of all activities to be completed during the Windows Virtual Desktop POV.

3.1.1 Scoping & Discovery

| | |
|---|---|
| Inclusions | <p>Cisilion consultants will conduct the scoping & discovery workshop to introduce the following:</p> <ul style="list-style-type: none"> Prerequisite checklist Current Azure landing Zone setup Key requirements AVD needs to address |
| Exclusions | <p>All work not identified in the Inclusions, for example:</p> <ul style="list-style-type: none"> Creation of Landing Zone |
| Key Stakeholders | <ul style="list-style-type: none"> IT Manager/Budget Holder Infrastructure Architect |
| Duration | <ul style="list-style-type: none"> ½ Day Remote Session |
| Dependencies/ Assumptions /Key information | <ul style="list-style-type: none"> [Customer] should be able to provide additional background information and/or clarification as required [Customer] shall provide key stakeholders contact information. [Customer] shall schedule a suitable time slot for the workshops. [Customer] shall ensure attendance of key stakeholders. |
| Deliverables | <ul style="list-style-type: none"> Agreed Scope from Customer & Cisilion |

3.1.2 Design

| | |
|---|---|
| Inclusions | <p>Cisilion consultants will conduct the design workshop to introduce the following:</p> <ul style="list-style-type: none"> • Azure Virtual Networks • Identity Management • Naming Convention • Application connectivity ie Site-2-Site VPN • AVD <ul style="list-style-type: none"> ○ Virtual Machine Sizing ○ Host pool Creation ○ App groups ○ Costing ○ Host pool image • Azure Storage • Agreed applications for connectivity • End-User sign-on experience |
| Exclusions | <p>All work not identified in the Inclusions, for example:</p> <ul style="list-style-type: none"> • Creation of identity platform |
| Key Stakeholders | <ul style="list-style-type: none"> • IT Manager/Budget Holder • Infrastructure Architect • Operations Manager |
| Duration | <ul style="list-style-type: none"> • 1 ½ day Remote Session |
| Dependencies/ Assumptions /Key information | <ul style="list-style-type: none"> • [Customer] shall provide key stakeholders contact information. • [Customer] shall schedule a suitable time slot for the workshops. • [Customer] shall ensure attendance of key stakeholders. |
| Deliverables | <ul style="list-style-type: none"> • High-Level Design (HLD) (.pdf) to be signed off by Customer |

3.1.3 Deployment & Configuration

| | |
|---|--|
| Inclusions | <p>Cisilion consultants will conduct the deployment phase</p> <ul style="list-style-type: none"> As per signed off HLD |
| Exclusions | <p>All work not identified in the Inclusions, for example:</p> <ul style="list-style-type: none"> Any change to the High-Level design |
| Key Stakeholders | <ul style="list-style-type: none"> IT Manager/Budget Holder Infrastructure Architect Operations Manager |
| Duration | <ul style="list-style-type: none"> 2-day Remote Session |
| Dependencies/ Assumptions /Key information | <ul style="list-style-type: none"> [Customer] shall provide key stakeholders contact information. [Customer] shall schedule a suitable time slot for the workshops. [Customer] shall ensure attendance of key stakeholders. |
| Deliverables | <ul style="list-style-type: none"> Fully deployed AVD POV platform ready for testing |

3.1.4 Testing & Next steps

| | |
|-------------------------|---|
| Inclusions | <p>Customer will nominate AVD champions to test under the following criteria</p> <ul style="list-style-type: none"> Signing on Experience Application Connectivity Application Latency General performance metrics benched mark against current setup |
| Exclusions | <p>All work not identified in the Inclusions, for example:</p> <ul style="list-style-type: none"> No cloud environment and cloud resources will be provisioned on this module. Application workload specific rules & decisions are not covered in this module. |
| Key Stakeholders | <ul style="list-style-type: none"> IT Manager/Budget Holder Infrastructure Architect Business Stakeholders Operations Manager |
| Duration | <ul style="list-style-type: none"> 1/2 -Day Remote Session |

| | |
|---|--|
| Dependencies/ Assumptions /Key information | <ul style="list-style-type: none"> • [Customer] shall provide key stakeholders contact information. • [Customer] shall schedule a suitable time slot for the workshops. • [Customer] shall ensure attendance of key stakeholders. |
| Deliverables | <ul style="list-style-type: none"> • Customer feedback & UAT Sign off Report (.pdf) • Wider discussion around the success of the POV and what needs to be added to make this production ready for the wider business |

4. Deliverables

The following deliverables are considered as a part of this Scope of Work.

4.1.1 Deliverables and Acceptance Criteria

The Customer technical project sponsor will be responsible for agreeing that described acceptance criteria have been met. Specific acceptance criteria for the project deliverables are described as follows:

| Ref | Deliverable | Acceptance Criteria | Acceptor |
|-----|---------------------|---------------------|---------------------------|
| 1 | Scoping & Discovery | Playback and report | Cisilion/ Customer |
| 2 | Design | Playback and report | Cisilion/ Customer |
| 3 | Deployment | Playback and report | Cisilion/ Customer |
| 4 | Testing | Playback and report | Cisilion/ Customer |

4.1.2 Responsibility Matrix

This matrix should be used to define responsibilities for all known activities, assumptions and provision of other materials or 3rd party vendors

| Item | Customer | Cisilion |
|---|----------|----------|
| Project Plan Production | X | X |
| Migration Planning | N\A | N\A |
| Identification of the server/service listing for migration to Azure listing generation and associated business owner identification | N\A | N\A |
| Communications and scheduling with business owners | X | X |
| Verifying that server migrations have completed as expected from a service/application operation perspective | N\A | N\A |
| Conducting remediation at a Windows Server OS or application level | N\A | N\A |
| Confirming when the migration to Azure can be completed and the ASR failback re-protection on individual servers removed | N\A | N\A |

| | | |
|--|-----|-----|
| System Testing Plan | X | X |
| System Acceptance Testing | X | N\A |
| Handover Documentation | | X |
| Project Sign Off | X | X |
| Management of customer 3 rd parties | X | |
| Management of supplier 3 rd parties | X | |
| Supply of additional equipment, licences that may be required | N\A | N\A |
| Access to customers Azure Environment | | X |
| Resources to support installation activities | N\A | N\A |
| Access to resource to enable the activities defined in this Scope of Works to be performed | X | |
| Notification of regulations that Cisilion may be required to work under | X | |
| Notification of any special access requirements for accessing the customer's environment. | X | X |
| Single point of contact for project related issues | X | X |
| Notification of change in scope. | X | |
| Decommissioning of existing subscription and unrequired services | N\A | N\A |
| Coordination & Communication with all other customer vendors | X | X |

4.1.3 Customer Obligations

Customer agrees that the successful performance of this SoW by Cisilion depends upon their complying with the following obligations:

1. Cisilion consultants are provided access to:
 - a. Customer technical staff and key stakeholders for this project.
 - b. Customer Administration access to required Azure services
2. Customer is committed to:
 - a. Owning and managing the definition of a listing of the servers/services for migration

- b. Liaison with server/service business owners for scheduling of migration.
 - c. Ensure quick turn-around times on queries.
 - d. Meeting attendance.
 - e. Scope change management process.
 - f. Managing any interdependencies with other projects.
 - g. Providing all required information and accurately identifying design and project constraints.
 - h. Designating a backup when the primary Customer PM is not available.
3. To allow Cisilion consultants to use Customer's name in any engagement with third parties for this SoW but only after having identified to Customer the vendor and the precise purpose for which Customer's name is to be used and gained written approval from the Project Sponsor (Customer Technology Sponsor). If a Letter of Authority is required this will be discussed directly by Customer with the vendor and then provided directly by Customer to the Vendor, covering the appropriate terms of reference, Security requirements and Confidentiality, particularly as commercial vendors will be used.
 4. Providing a single point of contact to whom all Cisilion communications may be addressed and who has the authority to act on all aspects of the services. Including any undertaking to guarantee a continuous supply of any relevant resource and information required to fulfil Customer's obligations under this SoW.
 5. Requirements for change to the project scope will be communicated to the Cisilion Project Manager or assigned Project Coordinator.
 6. Providing Cisilion with a copy of their health and safety policy before any site activity taking place and notify Cisilion of any Personal Protective Equipment (PPE) required at least five (5) business days before any relevant site activity. Customer must provide a single point of contact for any health and safety issues related to the individual site(s).

4.1.4 Governance

4.1.4.1 Scope Change

If Customer wishes Cisilion to undertake work not included in this Scope Definition, the Scope Change Management Process can be invoked, as per the Cisilion Terms and Conditions and only after written consent from – Customer's Technology Officer.

It may become necessary to amend this SoW for reasons including, but not limited to, the following:

- Changes to the scope of work 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 functionally suitable product
- Information that was not known at negotiation and creation of this statement of work comes to light which if known would have affected the quotation
- Environmental or architectural impediments not previously identified
- Customer obligations not being met
- Delays to the project schedule beyond Cisilion's control.

A Change Request may be initiated by either party for any material changes to the SoW.

4.1.4.2 Change Management Process

A Change Request can be initiated by either party for any material changes to the SoW.

The Cisilion delivery consultant will prepare a change request document, describing the nature of the change, the reason for the change, and the effect of the change on the SoW, which may include changes to the project schedule, price and/or deliverables. Project Managers will review the proposed change. The parties will evaluate the Change Request and negotiate in good faith the changes to the Services and the additional charges if any are required to implement the Change Request. If both parties agree to implement the Change Request, the appropriate authorized representatives of the parties will sign the Change Request, indicating the acceptance of the changes by the parties before the change request being executed.

Customer acknowledges that change requests will have an impact on the project price and schedule. This includes both the impact of performing the change request evaluation and the impact of the change request implementation.

4.1.4.3 Change Approval Process

Customer's Technology Officer will be the authorized representative for approving changes to this SoW.

The Cisilion solution architect will be designated as the authorized Cisilion representative for approving changes to this SoW.

4.1.4.4 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 project plan for the project.

- Review sessions will be held as agreed to assess the project progress.
- Review sessions will be attended by Customer 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.

4.1.4.5 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 – Customer and Cisilion executive representative
- **Project Champion (User / Technical)**
- Core Project Team – those involved in the day to day project activities
- Super Users – those involved with UAT and initial training (if required)

| Activity | Format | Vehicle | Responsibility | Audience | Frequency |
|--------------------------------------|--------------|--------------|-----------------------|---------------------------------------|-----------|
| Kick-off meeting | Teams | Teams | Cisilion | Project Team | Once |
| Kick-off meeting minutes | Word | Email | Cisilion | Project Team | Once |
| Status Update Meetings | Teams\Emails | Teams\Emails | Cisilion\ Customer | Project Team | As needed |
| SOW | PDF | Email | Cisilion | Project Team | Once |
| AVD POVTest Plan | Word | Email | Cisilion\ Customer | Project Team | Once |
| Final Documentation | Word\PDF | Email | Cisilion | Project Team | Once |
| Lessons Learned & Next steps Meeting | Teams | Teams | Cisilion\ Customer | Project Team | Once |
| Closure | Word | Email | Cisilion\ Customer | Project Team, Executive Sponsor | Once |

5. Commercials

5.1 Professional Services

The table below details the professional services involved within the scope of this proposed engagement:

| Professional Services | | | |
|---|--------|--------|------------------|
| Description | Effort | Cost | Total |
| Azure Virtual Desktop Fixed Price Proof of Value | 5 Days | £5,995 | |
| Total (Ex VAT) | | | £5,995.00 |

5.1.1 Claiming Partner of Record (CPOR)

| Claiming Partner of Record (CPOR) | Yes | No |
|---|-----|----|
| Customer agreed to associate Cisilion as CPOR | | |

5.1.2 Partner Admin Link (PAL)

| Partner Admin Link (PAL) | Yes | No |
|--|-----|----|
| Customer agreed to recognise Cisilion with PAL | | |

5.2 Dispute

The Customer must notify Cisilion within 21 (twenty-one) days of the date of any invoice if any of the amounts on the invoice are in dispute and any such dispute shall be dealt with by the Parties in accordance. In the event any dispute between the Parties arising out of this Agreement cannot be resolved amicably through ordinary discussions within 30 days period of the date of the dispute, either Party may refer the dispute to mediation following the Centre for Dispute Resolution (CEDR) Model Mediation Procedure. This Clause shall be without prejudice to any rights of either Party to commence legal proceedings against the other.

5.3 Confidentiality

5.3.1 Confidentiality Clause 1.1

Subject to Clause 1.3 below, at all times during the term of this Agreement and for 10 years thereafter each Party shall keep secret and confidential all business and trade secrets, methods of doing business, policies and procedures, customer lists and other Confidential Information and materials disclosed by or obtained from the other in connection with this Agreement.

5.3.2 Confidentiality Clause 1.2

All Confidential Information made available to either Party under this Clause shall be treated as Confidential Information under this Confidentiality Clause. Each Party undertakes not to disclose the Confidential Information to any third party other than to its respective employees, sub-contractors or agents who require such disclosure where bona fide necessary for the proper performance of their duties hereunder and who will individually comply with all obligations of confidentiality imposed upon the Parties by the provisions of this Confidentiality Clause. Each Party undertakes to take all reasonable steps to minimise the risk of disclosure of the Confidential Information by its employees, sub-contractors or agents in breach of the provisions of this Confidentiality Clause. Cisilion agrees that neither it nor any of its employees, sub-contractors or agents shall use any Confidential Information which it acquires as a consequence of its association or relationship with the Customer, or their Affiliates in a manner which has the effect, or that might reasonably be expected to result in loss or damage or sales, that would otherwise be made by the Customer or their Affiliates.

5.3.3 Confidentiality Clause 1.3

The obligations of confidentiality under Clause 1.1 above, shall not apply to any information or material which the recipient Party can prove:

- a) was already known to it before its receipt from the disclosing Party;
- b) was subsequently disclosed to it lawfully by a third party who lawfully obtained the same and who was not bound by any obligation of confidence in respect thereof to the disclosing Party;
- c) was in the public domain at the time of receipt by the recipient or has subsequently entered into the public domain other than by reason of the breach of the provisions of this Confidentiality Clause or breach of any obligation of confidence owed by the recipient or by any of its Affiliates; or
- d) was required to be disclosed by law or by the rules or directions of any court or any authority;
or
- e) the receiving Party can demonstrate that it developed independently without reliance on Confidential Information of the other.

5.4 Late Cancellation

The Customer technical project sponsor will be responsible for agreeing that described acceptance criteria have been met. Specific acceptance criteria for the project deliverables are described as follows:

In the event that Customer cancels scheduled work with less than 72 hours' notice, Cisilion reserves the right to charge for the consultancy time using the following sliding scale:

| # | Notice | Charge |
|---|----------------------------|-------------------------------|
| 1 | 48 - 72 hours' notice | 25% of the standard day rate |
| 2 | 24 - 48 hours' notice | 50% of the standard day rate |
| 3 | Less than 24 hours' notice | 100% of the standard day rate |

Similarly, when Cisilion personnel, or an appointed contractor, attends site and an installation fails as a result of customers documented responsibilities not being met, or site access being refused, Cisilion reserves the right to charge for the consultancy time at the same day rate.

In the event that Cisilion cancels scheduled work with less than 72 hours' notice, the above schedule of charges can be levied against Cisilion, and will be credited to the account in the form of service credits.

The above charges shall not be levied in the event of a force majeure incident.

6. Sign off

If you wish to proceed with this SoW then please complete the section below and return to **Name of Customer Representative at Cisilion.**

I
Agree with the proposed scope of work specified in this document on behalf of Customer.

| | |
|---|------------|
| Quote Number: | Title: |
| Purchase Order Number / Ref: | Signature: |
| Microsoft Tennant ID: xxx.onmicrosoft.com | Date: |