

# STATEMENT OF WORK

## Cloud Migration Services

**SOW Reference:** S4C-MIGRATION-2025-001

**Effective Date:** October 1, 2025

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## PARTIES AND GOVERNING AGREEMENT

This Statement of Work ("SOW") is entered into between:

**Client:** S4Carlisle Publishing Services Private Limited

**Service Provider:** OCH Digitech Private Limited (doing business as 1CloudHub)

**GOVERNING FRAMEWORK:** This SOW is executed pursuant to the Master Service Agreement between the parties ("MSA"). All terms and conditions of the MSA are incorporated herein by reference. In case of conflict between this SOW and the MSA, the MSA terms shall prevail except where specifically modified herein.

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## 1. PROJECT OVERVIEW

1CloudHub will provide cloud migration services to S4Carlisle Publishing for the complete lift-and-shift migration of critical publishing infrastructure to AWS, including the Pathfinder platform, Active Directory, File Server, and SFTP services.

**Project Duration:** 8 weeks from execution date

**Migration Approach:** Phased execution with AWS Application Migration Service (MGN)

**Target Environment:** Amazon Web Services (AWS)

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## 2. SCOPE OF WORK

### 2.1 Migration Phases

**Phase 1: Assessment & Discovery (Weeks 1-2)**

- Comprehensive infrastructure audit and dependency mapping
- Performance baseline establishment and documentation
- Migration strategy finalization
- Risk assessment and mitigation planning

### Phase 2: Design & Architecture (Weeks 2-3)

- AWS target architecture design
- Network and security framework design
- Migration runbook development
- Rollback procedure documentation

### Phase 3: Migration Execution (Weeks 3-6)

- Active Directory modernization (Windows 2008 R2 to 2022)
- File Server and SFTP migration with PoC validation
- Pathfinder Application and Database migration
- System validation and cutover

### Phase 4: Optimization & Handover (Weeks 6-8)

- Performance tuning and rightsizing
- Cost optimization recommendations
- Knowledge transfer delivery (8-hour training program)
- 30-day hypercare support initiation

## 2.2 Key Personnel and Resource Allocation

**Per MSA Section 2.2.2:** This being an 8-week engagement, the following personnel are designated as **Key Personnel** whose replacement requires S4Carlisle's prior written consent:

Role	Name	Key Personnel Status
Project Manager	Gajalakshmi Vaasan	Yes
Solution Architect	Srihari S	Yes
Cloud Engineer	Moshik	Yes
Database Administrator	Sujay V	Yes

**Resource Commitment:** 1CloudHub commits that the above-named Key Personnel shall remain assigned to this project throughout the 8-week duration, except in emergency situations as defined in MSA Section 2.2.4.

## 2.3 Technical Deliverables

1. **Current State Assessment Report** (Week 1)
  2. **AWS Target Architecture Document** (Week 2)
  3. **Migration Strategy and Risk Assessment** (Week 2)
  4. **PoC Validation Reports** (File Server & SFTP) (Week 4)
  5. **Migration Execution Reports** (Weekly, Weeks 3-6)
  6. **Performance Optimization Report** (Week 8)
  7. **Knowledge Transfer Documentation** (Week 8)
  8. **Project Closure Report** (Week 8)
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## 3. PERFORMANCE COMMITMENTS AND SERVICE LEVELS

### 3.1 Migration Performance Standards

#### Cutover Downtime Commitment:

- **Pathfinder Platform:** ≤2 hours maximum downtime
- **File Server:** Minimal downtime with parallel operation
- **SFTP Server:** Minimal downtime with parallel operation
- **Active Directory:** Zero downtime (parallel operation with IP repointing)

**Performance Parity Requirement:** Migrated systems must perform at parity or better than current on-premises environments, measured by baseline metrics including:

- CPU utilization patterns
- Memory consumption
- Network latency
- Application response times

#### Performance Validation:

- Baseline metrics captured during discovery phase
- Infrastructure sizing adjusted during assessment to meet performance targets
- Post-migration performance monitoring and validation

### 3.2 Cutover and Rollback Framework

#### Cutover Approach:

- Parallel operation of on-premises and AWS systems before cutover
- IP pointer switching during cutover window to minimize downtime
- Mock cutover preceding production as rehearsal to confirm timing and procedures

### **Rollback Procedures:**

- Documented rollback procedures in detailed runbooks using repointing methodology
  - 1CloudHub owns rollback documentation and execution responsibilities
  - Specific rollback steps documented for each system to ensure quick recovery
  - Rollback plan based on experience from mock and production cutover testing
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## **4. RESPONSIBILITY ALLOCATION**

### **4.1 Technical Validation and Acceptance**

#### **1CloudHub Responsibilities:**

- Lead all technical validation including infrastructure, connectivity, security, and performance testing
- Technical acceptance testing leadership and accountability
- Application performance monitoring post-migration
- Infrastructure readiness validation

#### **S4Carlisle Responsibilities:**

- Business functionality validation
- Application-level data validation
- End-user acceptance testing
- Business process validation

### **4.2 Data Migration and Integrity**

#### **1CloudHub Data Responsibilities:**

- Implement and validate data migration accuracy and completeness
- Ensure zero data loss during migration
- Provide proof that all data rows and tables have been copied correctly
- Manage block-level replication tools for data integrity
- Infrastructure-level encryption and access controls

#### **Data Protection Measures:**

- Application shutdown during migration downtime to protect data integrity
- Block-level replication tools to prevent data loss
- Daily backups with 24-hour Recovery Point Objective (RPO)

- Encryption at rest and transit enforced with appropriate guardrails

#### **Shared Responsibilities:**

- S4Carlisle validates data functionality at application level
  - Application-level security remains with S4Carlisle
  - Business validates migrated data meets functional requirements
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## **5. TRAINING AND KNOWLEDGE TRANSFER**

### **5.1 Training Program**

#### **8-Hour Training Program Structure:**

- **Session 1 (2 hours):** AWS Console Fundamentals & Navigation
- **Session 2 (2 hours):** EC2 Instance Management & Monitoring
- **Session 3 (2 hours):** Pathfinder Application & Database Management in AWS
- **Session 4 (2 hours):** File Services, SFTP, & Active Directory Operations

#### **Training Details:**

- Delivered by 1CloudHub technical team
- Focus on operational and technical aspects of migrated environment
- Virtual sessions with recorded materials for reference
- Maximum 6 S4Carlisle participants

### **5.2 Documentation Standards**

#### **Required Documentation:**

- 15 operational runbooks covering system management procedures
- Architecture diagrams (current state and target state)
- Network topology and security configurations
- Performance baseline documentation
- Rollback procedures for each system

#### **Documentation Format:**

- Microsoft Office format (Word, Excel, Visio)
- Searchable PDF versions provided
- Professional formatting with clear procedures
- Version control and update procedures documented

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## 6. COMMERCIAL TERMS

### 6.1 Project Investment and Payment Structure

**Total Project Investment:** ₹5,00,000 (including 8-hour training program)

**Milestone Payment Structure with 20% Holdbacks:**

Milestone	Deliverable	Acceptance Criteria	Milestone Payment	Payment with 20% Holdback	Holdback Release
Milestone 1	Assessment & Design Phase	Assessment Report, Architecture Document, Migration Strategy signed-off	₹1,00,000	₹80,000 paid, ₹20,000 held	Milestone 2 acceptance
Milestone 2	PoC Completion	File Server & SFTP PoC success, Validation Reports, S4C written approval	₹1,00,000	₹80,000 paid, ₹20,000 held	Milestone 3 acceptance
Milestone 3	Migration Execution	All systems migrated, acceptance criteria met, joint validation complete	₹1,53,000	₹1,22,400 paid, ₹30,600 held	Milestone 4 acceptance
Milestone 4	Optimization & Documentation	Performance Report, runbooks, documentation	₹97,000	₹77,600 paid, ₹19,400 held	Milestone 5 acceptance

Milestone	Deliverable	Acceptance Criteria	Milestone Payment	Payment with 20% Holdback	Holdback Release
		n, training completed			
<b>Milestone 5</b>	Hypercare Completion	Project Closure Report, issues resolved, performance validation, knowledge transfer sign-off	₹50,000	₹50,000 + ₹70,000 holdbacks = ₹1,20,000 total	Final project closure
		<b>TOTALS</b>	<b>₹5,00,000</b>	<b>₹4,30,000 initial + ₹70,000 holdbacks = ₹5,00,000</b>	

## 6.2 Payment Terms

### Payment Structure:

- 20% of each milestone payment held until next milestone acceptance
- Final milestone payment includes release of all accumulated holdbacks (₹70,000)
- **Grace Period:** 1-week delay tolerance before holdback mechanism applies
- **Force Majeure:** Delays beyond 1CloudHub control do not trigger holdback retention

### Invoicing and Payment:

- Payment due within 30 calendar days from invoice receipt
  - All amounts in Indian Rupees (INR) excluding applicable taxes
  - Pre-approved expenses only (travel, AWS testing costs, third-party tools)
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## 7. PROJECT GOVERNANCE

### 7.1 Communication Framework

Meeting Type	Frequency	Participants	Purpose
Weekly Status	Weekly	Project managers + stakeholders	Milestone review and progress tracking
Steering Committee	Bi-weekly	Executive sponsors	Strategic decisions and escalations

### 7.2 Escalation Matrix

Level	1CloudHub Contact	Response Time	Authority
L1	Project Manager (Gajalakshmi)	2 hours	Operational issues
L2	Solution Architect (Srihari)	4 hours	Technical escalations
L3	Magesh Kumar Selvaraj (EVP)	8 hours	Executive decisions

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## 8. ASSUMPTIONS AND DEPENDENCIES

### 8.1 Client Dependencies

- AWS account setup with appropriate permissions
- On-premises system access and administrative credentials
- SME availability for knowledge transfer sessions
- Timely decision-making within 2 business days for critical issues
- Network connectivity (VPN/Direct Connect) between on-premises and AWS

### 8.2 Service Provider Assumptions

- Current system documentation is reasonably accurate
- No major infrastructure changes during migration period
- Standard AWS services availability and performance
- Third-party application compatibility with target environment



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## 9. OUT OF SCOPE

### Explicitly Excluded Services:

- Migration of systems marked for retirement (13 VMs)
- Application code modifications or refactoring
- Third-party software licensing or procurement
- End-user desktop support beyond technical training
- Post-30-day managed services (covered under separate SOW)
- Physical connectivity setup (Direct Connect provisioning)
- Disaster recovery setup beyond daily backup implementation
- Application functional baseline and performance testing

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## 10. TERM AND TERMINATION

**SOW Term:** 12 weeks from execution date (8 weeks active project + 4 weeks hypercare)

**Termination:** Governed by MSA Section 4. Upon termination:

- Immediate work stoppage except for data security measures
- Transfer of all work product and documentation to S4Carlisle
- Pro-rated payment for completed work based on milestone acceptance
- Secure return/destruction of S4Carlisle confidential information

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## 11. ACCEPTANCE AND EXECUTION

By executing this SOW, both parties confirm:

- Understanding and agreement to all terms herein
- Authority to bind respective organizations
- Commitment to project success through collaborative execution

**Effective Date:** Upon execution by both parties

**SOW Validity:** 10 working days from issuance date

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## EXECUTION

### FOR S4CARLISLE PUBLISHING SERVICES PRIVATE LIMITED:

**By:** \_\_\_\_\_

**Name:** Krishnamachari Srinaath

**Title:** CEO

**Date:** September 29, 2025

### FOR OCH DIGITECH PRIVATE LIMITED (1CLOUDHUB):

**By:** \_\_\_\_\_

**Name:** Nagalakshmi V

**Title:** Director

**Date:** September 29, 2025

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*This SOW incorporates all terms of the Master Service Agreement between the parties and reflects agreements reached in project alignment meetings. Any modifications must be in writing and signed by authorized representatives of both parties.*