

SOW AUDIT REPORT

CN-0002629393_Adura_SOW_Polarion_Deployment.pdf

22.2% Overall Compliance Score

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| | |
|--------------------|---|
| Total Pillars | 9 |
| Met Requirements | 2 |
| Partial Compliance | 3 |
| Not Met | 4 |
| Critical Issues | 1 |
| High Risk Issues | 4 |

EXECUTIVE SUMMARY

This comprehensive SOW (Statement of Work) audit report evaluates compliance against nine mandatory divestment pillars. The analysis resulted in an overall compliance score of 22.2%, with 2 pillars fully compliant and 4 areas requiring remediation. Key Findings:

- 2 of 9 pillars meet all requirements
- 3 pillars show partial compliance
- 4 pillars require immediate remediation
- 1 critical issues identified
- 4 high-risk items requiring action

COMPLIANCE PILLAR SUMMARY

| # | Pillar | Status | Risk | Key Finding |
|---|---------------------------|---------|----------|-------------|
| 1 | Pricing Model | Not Met | Critical | |
| 2 | Responsibilities | Partial | Medium | |
| 3 | Schedule | Not Met | High | |
| 4 | Licensing | Not Met | High | |
| 5 | Master Contract Reference | Met | Low | |
| 6 | Sign-off Blocks | Met | Low | |
| 7 | Change Management | Partial | Medium | |
| 8 | Risk & Terms Mitigation | Not Met | High | |
| 9 | Data Handling | Partial | High | |

DETAILED PILLAR ANALYSIS

1. Pricing Model

Status: Not Met | Risk Level: Critical

Evidence:

"All work activity as outlined in this Statement of Work is on a Time and Material basis."

Recommendation:

Redline to convert the SOW to a Fixed Cost model with a detailed cost breakdown tied to specific, non-reversible payment milestones (e.g., 30% upon SOW signing, 40% upon successful data extraction verification, 30% upon final cutover sign-off).

2. Responsibilities

Status: Partial | Risk Level: Medium

Evidence:

Section 4 'Customer Responsibilities' and Section 2.3 'Description of Out-of-Scope Responsibilities for SISW' define some responsibilities, but no formal RACI matrix.

Recommendation:

Insert a formal RACI matrix as an appendix, explicitly assigning accountability for each in-scope activity (e.g., data extraction, SSO setup, user management) to Shell, SISW, or Adura.

3. Schedule

Status: Not Met | Risk Level: High

Evidence:

Document references a 'highlevel project timeline' picture and states 'The project timeline will be detailed out... in the project plan.' No specific Build, Test, Cutover dates are provided in the SOW text.

Recommendation:

Redline to insert a mandatory schedule table with firm, contractual dates for Build Completion, UAT Start/End, and Final Cutover, aligning with the project's hard deadlines (2026-05-22, 2026-08-20, 2026-11-30).

4. Licensing

Status: Not Met | Risk Level: High

Evidence:

No mention of temporary licenses for Build, Test, or Cutover phases. No license costs are itemized in the pricing table.

Recommendation:

Add a clause specifying that SISW will provide all necessary temporary Polarion X licenses for the Adura environment at no additional cost, with defined start and end dates covering the entire project timeline through hypercare.

5. Master Contract Reference

Status: Met | Risk Level: Low

Evidence:

"This SOW will be governed by the terms and conditions of the Agreement ('Agreement') between SISW and Shell, with Agreement No. 60073033."

Recommendation:

Confirm that Master Agreement 60073033 contains favorable liability, indemnity, and termination clauses for Shell. Ensure the SOW clause stating SOW terms take precedence over the Agreement is removed.

6. Sign-off Blocks

Status: Met | Risk Level: Low

Evidence:

Document is a DocuSign envelope with signature fields implied for both parties. Section 7 is titled 'Approvals'.

Recommendation:

Verify that the final execution version includes explicit signature blocks for authorized representatives of both Shell U.K. Limited and Siemens Industry Software Netherlands B.V.

7. Change Management

Status: Partial | Risk Level: Medium

Evidence:

Section 6.2 is titled 'Change Order Procedure' and Appendix A is a 'Change Request Form', but the process details are cut off in the provided text.

Recommendation:

Ensure the Change Order Procedure mandates written Shell Project Manager approval for any change, with a fixed-price quote required before work begins, and that changes do not automatically extend the project's hard deadlines.

8. Risk & Terms Mitigation

Status: Not Met | Risk Level: High

Evidence:

Multiple vendor-favoring clauses: SOW terms take precedence over Master Agreement; SISW can increase rates annually based on CPI; Shell bears responsibility for delays from laws/authorities; Shell responsible for utilizing SISW personnel to achieve goals.

Recommendation:

Critical redlines: 1) State Master Agreement terms govern over SOW in case of conflict. 2) Remove CPI-based rate increase clause. 3) Delete clause making Shell responsible for external legal changes. 4) Add liquidated damages for missing key milestones.

9. Data Handling

Status: Partial | Risk Level: High

Evidence:

Scope includes data extraction but lacks explicit verification step. Assumption 3.1.g states 'SISW will perform one data increment upload after the UAT.' Out-of-scope includes 'data cleansing activities' and 'fixing of any issues related to the extensions removal'.

Recommendation:

Add a mandatory 'Data Verification and Sign-off' milestone before cutover. Shell and Adura must jointly verify completeness and quality of extracted data. Specify that SISW is responsible for fixing extraction errors and issues arising from extension removal, as these are core to the in-scope 'extract data' and 'remove extensions' tasks.

RISK ANALYSIS MATRIX

| Risk Level | Count | Percentage |
|------------|-------|------------|
| Critical | 1 | 11.1% |
| High | 4 | 44.4% |
| Medium | 2 | 22.2% |
| Low | 2 | 22.2% |

ACTION ITEMS & RECOMMENDATIONS

1. Pricing Model [Critical Risk]

Redline to convert the SOW to a Fixed Cost model with a detailed cost breakdown tied to specific, non-reversible payment milestones (e.g., 30% upon SOW signing, 40% upon successful data extraction verification, 30% upon final cutover sign-off).

2. Responsibilities [Medium Risk]

Insert a formal RACI matrix as an appendix, explicitly assigning accountability for each in-scope activity (e.g., data extraction, SSO setup, user management) to Shell, SISW, or Adura.

3. Schedule [High Risk]

Redline to insert a mandatory schedule table with firm, contractual dates for Build Completion, UAT Start/End, and Final Cutover, aligning with the project's hard deadlines (2026-05-22, 2026-08-20, 2026-11-30).

4. Licensing [High Risk]

Add a clause specifying that SISW will provide all necessary temporary Polarion X licenses for the Adura environment at no additional cost, with defined start and end dates covering the entire project timeline through hypercare.

5. Change Management [Medium Risk]

Ensure the Change Order Procedure mandates written Shell Project Manager approval for any change, with a fixed-price quote required before work begins, and that changes do not automatically extend the project's hard deadlines.

6. Risk & Terms Mitigation [High Risk]

Critical redlines: 1) State Master Agreement terms govern over SOW in case of conflict. 2) Remove CPI-based rate increase clause. 3) Delete clause making Shell responsible for external legal changes. 4) Add liquidated damages for missing key milestones.

7. Data Handling [High Risk]

Add a mandatory 'Data Verification and Sign-off' milestone before cutover. Shell and Adura must jointly verify completeness and quality of extracted data. Specify that SISW is responsible for fixing extraction errors and issues arising from extension removal, as these are core to the in-scope 'extract data' and 'remove extensions' tasks.

SOW CONTENT SUMMARY

Document Overview

This Statement of Work (SOW) outlines a critical IT divestment project between Siemens Industry Software Netherlands B.V. (SISW) and SHELL U.K. LIMITED. The project, titled 'Adura - Polarion Deployment,' is designed to support the operational independence of Adura, an incorporated joint venture between Equinor and Shell. The core objective is to extract data and configuration from Shell's existing Polarion environment and migrate it to Adura's new Polarion X infrastructure, enabling the new entity to manage its projects separately from Shell's systems. This initiative is essential for the successful separation of IT assets as part of the joint venture formation, ensuring Adura has the necessary tools and historical data to commence operations autonomously.

Parties Involved

| | |
|---------------------|---|
| Vendor: | Siemens Industry Software Netherlands B.V. (SISW) |
| Client: | SHELL U.K. LIMITED (Shell) |
| Vendor Role: | Provide technical services for data extraction, migration, configuration, testing, documentation, and project management. |
| Client Role: | Provide project list, support SSO setup, supply necessary business information, and ensure timely decisions. |

Scope Highlights

- Extract and migrate data from specific Shell Polarion projects (Gannet & Nelson, Penguins, Shearwater, Price & West of Shetland) to the Adura Polarion X environment.
- Export Shell's 'as-is' Polarion configuration and import it into Adura, removing incompatible Polarion X extensions in the process.
- Perform a single incremental data upload after User Acceptance Testing (UAT) and provide a 4-week maximum hypercare support period.
- Explicitly excludes creation of new Adura users, fixing issues from extension removal, data cleansing, and any customizations or integrations not defined in the SOW.
- Assumes the Adura environment is a cloned copy of Shell's, with UAT validating only 'as-is' functionality, and that both instances remain on version 2404.

Key Deliverables

- Migrated Data and Configuration: Successful transfer of specified project data and system configuration to the Adura Polarion X instance.
- Documentation for CAPS Team: Prepared materials to support the client's team.
- Smoke Test Results: Verification of basic system functionality post-migration.
- Hypercare Support: Post-migration support services for a maximum of 4 weeks.

Project Timeline

The SOW references a high-level project timeline to be detailed in a subsequent project plan. Key temporal constraints include a hypercare period timeboxed to a maximum of 4 weeks and the performance of one incremental data upload after UAT. The SOW itself is valid until August 31, 2025.

Cost Structure

The project is based on a Time and Material pricing model with an estimated total cost of €54,462. This estimate is based on specific resource roles: a Solution Architect (5 days), a Project Manager (24 days), and an Engagement Manager (5 days), billed at daily rates of €1,878, €1,878, and €778 respectively. Services will be invoiced monthly. The SOW reserves the right for SISW to increase rates annually based on the Netherlands Consumer Price Index (CPI), effective October 1. Premium rates apply for after-hours (150%) and weekend work (200%) at the client's request.

Technology Stack

Polarion, Polarion X, Advantagedge Project Execution system (A-PE)

Document Structure

- Introduction: Establishes the project context, governing agreement (No. 60073033), and the 'Solution Leadership' engagement model on a time and material basis.
- Scope of Work: Defines the specific technical activities for data extraction, migration, and configuration, along with explicit out-of-scope exclusions.
- Project Assumptions: Lists critical preconditions for project execution, including environment cloning, version alignment, and hypercare duration.
- Customer Responsibilities: Details Shell's obligations, including project list provision, SSO support, and the role of the Shell Project Manager.
- Commercial Terms: Specifies the Time and Material pricing model, estimated costs, resource rates, and billing procedures.
- Standard Terms and Conditions: Covers project completion criteria, change order procedures, confidentiality, and subcontractor engagement.
- Approvals: Contains signature blocks and stipulates that work cannot commence without a signed SOW and Purchase Order.

Special Terms & Conditions

- **SOW Terms Precedence:** In case of conflict, the terms of this SOW take precedence over the underlying Master Agreement (No. 60073033).
- **Subprocessor Approval:** SISW may engage new subcontractors, deemed approved unless Shell objects with a valid privacy reason within 5 business days of notification.
- **Change Order Procedure:** Any scope change requires a formal Change Request. SISW has 10 working days to provide a written estimate, and work continues under the original SOW until changes are formally agreed.
- **Confidentiality:** The SOW information is restricted to Shell and SISW and may not be disclosed to other parties without SISW's written approval.

■ Commencement Condition: Work cannot start until SISW receives both a signed SOW and a Purchase Order (if applicable) from Shell.

Key Assumptions & Constraints

- The Adura Polarion X environment is an 'as-is' clone of the Shell environment, with no new functionalities.
- UAT will only validate cloned 'as-is' functionalities, not new features.
- All Shell user accounts will be disabled in the Adura environment, though IDs remain in historical data.
- Shell and Adura instances will remain on the same software version (2404) for the project duration.
- Services are primarily conducted remotely; on-site work requires mutual agreement at no additional cost.
- Hypercare support is strictly limited to a maximum duration of 4 weeks.