

NOVO CLOUD STATEMENT OF WORK

THIS STATEMENT OF WORK ("SOW") dated	(the "Effective Date"), is attached to and made a	
part of the Master Service Agreement dated	_ (the "Agreement'), by and between YES NOVO,	
LLC, a Texas company ("Provider"), and City of Norman, Oklahoma ("Cl	lient"). All defined terms used herein shall have the	
meaning ascribed to such terms as set forth in the Agreement unless otherwise defined herein:		

The terms and conditions of this Statement of Work include the provisions found at https://novocloudterms.yesnovo.com which are incorporated herein by reference. The online provisions may be updated from time to time, and any such changes will be effective upon the publication of the revised version online. The parties will be notified of any such changes, and it is the responsibility of the parties to review the updated terms and conditions upon notification.

Description of Services

This SOW is based off the Professional Services outlined in RFP 2425-32 requested by the City of Norman. During the Term of this SOW, Services will be delivered to Client on a project basis. Services will include deploy Microsoft Office 365 Government Community Cloud (GCC) tenant and perform a hybrid Exchange migration, and consulting other services outlined under Services (collectively, the "Services").

Term

This SOW shall commence on the Effective Date and shall continue until the Project Services have been completed.

Termination

Client may terminate this SOW in the event of a material breach of this SOW by Provider that remains uncured after thirty (30) days after Notice of Breach is given to Provider; provided, that, Client shall promptly pay Provider for all Products and Services rendered, including approved Reimbursable Expenses, incurred prior to and including the effective date of the termination.

If the Client wishes to transition services of this SOW from Provider to Client or to an external company, such a transition will be considered outside the scope and a separate Change Order will be required. This encompasses, but is not limited to, transition meetings, review of the current configuration, the exportation of configurations/data from the Provider's systems, and any necessary policy and/or system updates.

Services

Each Service included below is represented at a high level due the complexity of each service and does not include individual task for each service. Provider utilizes Industry and Microsoft best practices when performing each service.

Project Kickoff Session - Provider will schedule and conduct a project kick off call with Client. During the kickoff call the project schedule timelines will be finalized, resources assigned and Client access to Providers systems will be granted.

Project Management - Provider will provide Project Management Services for this SOW. Project Management Services is critical in keeping the project timeframe and budget in scope and all parties informed.

Microsoft Government Community Cloud (GCC) Tenant - NOVO will facilitate the approval of the GCC tenant with Microsoft. Once approved, NOVO will setup the GCC 365 Tenant for use along with creating a GCC Entra subscription. Requested number of Office 365 GCC license will be assigned to the tenant at this time. One Global Administrator account will be created that will be provided to the Client.



Hybrid Exchange Migration to Office 365 GCC – Provider will assist Client with the migrated from Client's existing Microsoft Exchange environment to Client's new 365 GCC Tenant.

Steps for performing hybrid-Exchange migration:

- A comprehensive analysis of the City's existing Exchange environment will be conducted to identify potential migration challenges.
- A detailed migration plan and timeline will be developed that aligns with operational needs while minimizing downtime.
- Migration of the normanok.gov domain to the new 365 GCC tenant.
- Setup Azure AD Sync to the new 365 GCC Tenant.
- Execution of a seamless hybrid Exchange migration, ensuring continuity between the on-premises Exchange environment and Office 365.
- A preliminary pilot group migration including a subset of City of Norman users provided by Client for testing, migration plan verification and risk analysis.
- Conduct rigorous testing and validation post-migration to confirm data integrity, email functionality, and system
 performance.
- Once migration is finalized, Provider will assist Client to final DNS changes and shutting down existing Exchange environment.

End User Device Migration – No changes should have to be made on the Client's end user devices, but if changes do need to be made, Client is responsible for making needed changes.

Migration Assumptions - Based on the findings during initial assessment and the details provided in the RFP request the following assumptions were utilized for this SOW, schedule, recommendations, and Cost.:

- Client current Exchange Server version is Exchange 2010 SP3, 2013, 2016, or 2019.
- Microsoft Hybrid Configuration Wizard (HCW) will be utilized for the exchange migration.
- Client has access to make needed DNS record changes when necessary.
- Client will open the required ports and URLs on Client's firewall to conduct the migration.
- Clients on-premises Exchange schema is updated.
- Client's internet bandwidth is sufficient to allow for the migration without affecting Client's normal operations.
- Client will not deploy any new applications or services related to Exchange during the migration.
- Client will provide any needed training to Client's employees that is not outlined within this SOW.
- Migration will utilize Client's current onsite Exchange environment and new Office 3655 GCC tenant provided by Provider.
- Prior to starting migrations of mailboxes, the mailboxes being migrated bust be assigned Microsoft or Office 365 F1, F3, G3, G5, G1, or Exchange online for GCC license within the Providers provided GCC tenant.
- Client will handle Configuration of Retention Policies, DLP (Data Loss Prevention), and eDiscovery for the newly migrated mailboxes.
- Distribution Groups & Memberships, Mail-enabled Security Groups and Contacts will be synced using Azure AD Sync.
- Online Archives (In-Place Archives) are not able to be migrated using HCW. Client will PST export/Import to migrate.
- Public Folder will be migrated by Client using Public Folder Migration Scripts provided by Provider.
- Calendar entries will be migrated, but shared calendar permissions may need to be reset.
- SMTP Address Policies (Email Address Policies) will need to be reconfigure in Exchange Online by Client.
- If Mobile Device Partnerships (ActiveSync, MDM) are being utilized then users will need to remove and re-add their Exchange accounts.
- If Mail Flow Rules (Transport Rules) are being used then they will need to be reconfigure in Exchange Online Admin Center.
- Outlook Autocomplete Cache (NK2 file) known as Autocomplete (Suggested Contacts) does not migrate and Client will need manually copy it via Outlook export.
- Outlook client-side rules remain in the local Outlook profile, but if they do not sync to exchange online Client will
 need to export and import manually.



- Some Mailbox Permissions (Delegate Access, Full Access, Send As, etc.) permissions may not carry over automatically and may have to manually reapply using PowerShell or EAC.
- If Journaling rules are being used they will have to migrated by Client using HCW and will be recreated within Microsoft 365 Compliance center.
- Azure AD Connect synchronizes users, groups, and attributes, but you may need to adjust group memberships and mail-enabled objects.
- Microsoft 365 Compliance & Retention Policies should be configured post-migration by Client.
- Migration services will be provided by Provider during normal business hours.

Scope

The items listed within this Section have been identified as within the scope of this SOW or outside of the scope of this SOW. Any additional items that need to be added within the scope of this SOW would be presented to the Client by means of a Change Order.

In Scope

- Client's existing onsite Exchange environment.
- Provider provided Office 365 GCC tenant.
- Services outlined within this SOW

Out of Scope

- Training not outlined within this SOW.
- Configuration or changes to Client's end user devices.
- Support of Client's end users.
- Other tenants or environments not listed under In Scope

Provider shall promptly notify Client of any changes to the scope of this SOW, the associated hours, and costs identified outside the scope of this SOW. Work shall not be performed on such changes without the prior written consent of the parties in a Change Order.

Client acknowledges the deliverables defined herein and agrees that the deliverables have been evaluated thoroughly by Client and are suitable for Client's requirements.

Estimated Cost

Estimates are based on preliminary assessment and will be billed based on actual time spent. NOVO estimates the project to take 38 service hours to complete at a rate of \$220 per hour for a total cost of **\$8,360**.

Payment Terms

Invoicing Schedule Provider invoices based on a semi-monthly billing cycle, comprising two billing periods per month. The first billing period covers services rendered from the 1st to the 15th of each month, while the second billing period covers services from the 16th to the last day of the month. Provider shall issue invoices to the Client for services rendered during each of these typically periods within five (5) business days following the end of each semi-monthly period.

Payment Terms Payment(s) for all Services under this SOW shall be Net 30.

Project Schedule

Based on the Project Services defined herein, Provider estimates it will take 10 working days to complete the Project Services and shall begin on March 3rd, 2025 and are estimated to be completed on March 19th, 2025. The schedule is based on services, scope and assumptions outlined within this SOW. Additional discoveries that are identified will be presented to Client in the form of a Change Order.

The schedule is based on Milestones only. Once the Kickoff Meeting is complete, the schedule will be updated based on adjustments from the Kickoff Meeting and the actual task for each Milestone/Task List will be added to the project schedule



Task Name	Start Date	Due Date	Work hours
365 GCC Tenant Deployment	03-03-2025 08:00 AM	03-05-2025 05:00 PM	02:00
Office 365 License Deployment	03-06-2025 08:00 AM	03-06-2025 09:00 AM	01:00
Domain Move from Commercial Tenant to GCC tenant.	03-06-2025 09:00 AM	03-07-2025 09:00 AM	02:30
AD Sync and Mailbox Tasks	03-07-2025 09:00 AM	03-07-2025 09:00 AM	00:00
AD Sync prep and documentation	03-07-2025 09:00 AM	03-07-2025 11:00 AM	02:00
AD Sync Training for Norman	03-07-2025 11:00 AM	03-07-2025 01:00 PM	02:00
Hybrid Exchange setup with GCC	03-10-2025 09:00 AM	03-11-2025 01:00 PM	10:00
Mailbox Migration Tasks	03-12-2025 09:00 AM	03-17-2025 09:00 AM	10:00
Project Management	03-03-2025 08:00 AM	03-14-2025 05:00 PM	05:30
UAT Testing	03-17-2025 09:00 AM	03-19-2025 09:00 AM	03:00
		Total Hours:	38:00

^{*} March 3rd, 2025 is a placeholder for the start date and can be adjusted based on dependencies, Client requirements and Provider's availability.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective duly authorized representatives as of the date first written above.

PROVIDER:	CLIENT:
YES NOVO, LLC	
BY:	BY:
Name: Phillip Knight	Name:(Print Name)
Title: Principal	Title:
Date: March 3rd 2025	Date:
Subscribed and sworn before me this Subscribed and sworn before me this Subscribed and sworn before me	
DAYNE FARRELL Notary Public, State of Texas Comm. Expires 04-06-2025	

2022 Yes NOVO, LLC.

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