

Feb 8, 2022



Statement of Work #: SOW 6702

Exchange 2010 to Office 365

Technology Partners that Empower Business

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Contact Information

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Managed Solution SOW Contributors

Chris Sullivan

Managed Solution Contacts

ACCOUNT EXECUTIVE	EMAIL ADDRESS	PHONE NUMBER
Kim Wolf	kwolf@managedsolution.com	(858) 429- 3028

Client Contacts

SUPPORT CONTACT	EMAIL ADDRESS	PHONE NUMBER
Rushir Bhanushali	rbhanushali@ushio.com	(714) 236- 8600
SIGNATURE AUTHORITY	EMAIL ADDRESS	PHONE NUMBER
Rushir Bhanushali	rbhanushali@ushio.com	(714) 236- 8600

Project Scope and Assumptions

This Statement of Work is subject to the terms of the Master Services Agreement between Client and Managed Solution, should one exist, and is based on the Client environment and associated activities as identified in the content below. Any changes to the scope and or estimated hours as defined below will require client and Managed Solution approval in the form of a Project Change Request. The Managed Solution consultants will perform only the work associated with the activities herein defined.

Managed Solution provides its Clients with complete, end-to-end solutions for their technology needs. We apply our proven process of assessment, documentation, recommendation, implementation, training and support. It is our belief that in order for any technology to work it requires that people, process and technology all be taken into consideration.

Scope

Executive Summary

Ushio America has engaged Managed Solution to migrate their on-premises 2010 Exchange server infrastructure to Microsoft's Exchange Online. Managed Solution recommends an Exchange Hybrid configuration which will allow a seamless migration from the 2010 Exchange server infrastructure to Exchange Online mailboxes as well as provide single sign on for end user ease-of-use. Managed Solution will only migrate a pilot group of users while Ushio America migrates the remaining end users.

Scope Requirements

The following items must be delivered to Managed Solution prior to kickoff. Any access requirements must be provided to Managed Solution consultant(s) with direct, hands-on access. Indirect access will require additional time to complete the deliverables.

- Devices connecting to Office must meet the minimum requirements listed here:
<https://products.office.com/en-US/office-system-requirements>
- Global Administrator access to Office 365 tenant
- Public DNS access for domains used with email
- Dedicated server for Azure AD Connect
- Active Directory Domain Admin, Enterprise Admin and Schema access
- Exchange must meet the requirements for Hybrid listed here:
<https://docs.microsoft.com/en-us/Exchange/hybrid-deployment-prerequisites>
- Devices must be able to connect to the following service addresses listed here:
<https://docs.microsoft.com/en-us/office365/enterprise/urls-and-ip-address-ranges>
- Exchange must be able to connect for both outbound and inbound to the following service addresses listed here:
<https://docs.microsoft.com/en-us/Exchange/hybrid-deployment-prerequisites#hybrid-deployment-protocols-ports-and-endpoints>

Assessment & Planning

- Assess Exchange Infrastructure for Exchange Hybrid configuration
- Assess Outlook Anywhere and Autodiscover infrastructure for Hybrid configuration
- Assess Active Directory for Azure AD Connect and Office 365 connectivity
- Assess current mail flow for the Exchange Hybrid infrastructure

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- Assess Exchange infrastructure for public folders
 - Assess Exchange infrastructure for mobile device management policies
 - Assess Microsoft 365 licensing needs
 - Review Office 365 configuration options
 - Review Exchange Online configuration options
 - Review Exchange Hybrid end state options
 - Review spam filtering options
 - Review compliance options
 - Determine pilot and batch migration schedule

Build

- Prepare Office 365 tenant
- License users for Office 365 services
- Prepare Active Directory for Azure AD Connect
- Prepare Azure AD Connect server
- Prepare Exchange Hybrid server
- Configure Azure AD Connect
- Configure Exchange Hybrid with Office 365
- Configure Exchange Online settings
- Test Exchange Hybrid for mail flow, coexistence and mailbox migration
- Prepare end user migration guide - Must be delivered by Ushio America
- Create new Microsoft 365 Group or Shared Mailbox for Public Folder migration

Pilot Implementation

- Prepare pilot user group - Up to 10 users
- Migrate pilot users - Up to 10 users
- Migrate existing Public Folders to Microsoft 365 Groups or Shared Mailboxes
- Remediate issues from pilot - Up to 8 hours

Documentation & Delivery

- Documentation for Exchange Online Architecture
- Documentation / training resources for end users
- Train the trainer Exchange Online training - Up to 4 hours

Out of Scope Items

The following items are not included in the SOW and may be required for successful completion of the project.

- Migration of mailboxes beyond those in the pilot user group
 - Exchange server decommissioning
 - End user communication if any must be completed by Ushio America, Inc.
 - Microsoft software installation
 - Remediation of workstation, local server, and/or networking issues
 - Migration of services outside of email
 - Azure Conditional Access deployment
 - Azure Multifactor Authentication
 - Integration of third party authentication
 - Integration of existing PSTN lines with Teams
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- Deployment of PSTN voice options (calling plans) in Teams
 - Remediation or configuration of hardware, software or networking equipment outside of the Teams and OneDrive end user clients

Initial: MJF

Assumptions

- This is a Time and Materials Engagement. Although this Statement of Work has an estimated number of hours proposed, that is not your final cost. For example, should the implementation take a lesser amount of time to produce, you will be billed only for those hours worked.
- Any data migrations (including Public Folder migrations) and any incompatibilities with certificates will be mitigated on a time and materials basis.
- Managed Solution shall not take responsibility for any errors, incompatibilities or defects in third party software or network devices. Any errors, incompatibilities, or defects in such software or devices may add time and cost to the project.
- Managed Solution shall not take responsibility for any expenses resulting from hardware or software falling outside of maintenance agreements. Any resulting third-party costs or increases in time or scope of the project, is the responsibility of the client.
- The estimates of effort as represented on this Statement of Work are based on complete cooperation and availability of resources. Any delay in providing the Project Team with resources may extend the time and/or cost to deliver.
- Remote access to the environment is available and will be leveraged during the project so team members may have remote access to the environment. Inability to provide remote access may extend the time and/or cost to deliver. Managed Solution has a minimum charge of 4 hours for any on-site work performed. Any exceptions to this will need to be approved by Managed Solution 24 hours prior to the resource arriving on-site.
- During the course of the engagement, the Project Team requires significantly elevated environmental privileges. This often necessitates full Domain Administrative access. Client agrees to provide the Managed Solution team with full Domain Administrative access, or understands that not providing this access may extend the time and/or cost to deliver.
- The ability to provide the Project Team with direct (Hands-On) access via Video Connection (e.g. computer monitor or projector), Mouse and Keyboard is expected and assumed. If this level of access is not available, the engagement's estimates will be recalculated and a new proposal will be presented to reflect the additional effort required.
- Prior attempts at deploying the products/technologies covered in this Statement of Work have been clearly communicated. It is understood that prior implementation attempts may need to be resolved prior to deploying the solution previously outlined in this Statement of Work. Should it become apparent that an undeclared attempt at implementation is found, a Project Change Request will be generated to reflect the additional effort required at mitigating the previous implementation attempts.
- Managed Solution is not responsible for delays, errors, or omissions caused or incurred by other parties. Such delays, errors, or omissions may increase the time and cost of the project.
- Managed Solution is not responsible for recycling or removal of server, endpoint (workstation, monitor, keyboard and mouse, mobile) equipment and/or Hazardous Waste Removal.
- Client requests for resource changes will result in additional hours to this Statement of Work.
- Managed Solution is not responsible for client data.
- Thin clients are expected to be fully up to date, ideally centrally managed. Any delay and work required to bring these clients up to date will be on Time and Materials basis.
- Additional time and expenses may be incurred to adequately accomplish project deliverables if hardware or software is considered end of life or out of support.
- Additional time and expenses may be incurred to adequately accomplish project deliverables if network does not meet minimal specifications set out by software and hardware requirements. A Network Discovery Assessment will be conducted during the project planning phase and compliance issues and recommendations will be communicated to the Client Sponsor.
- End user communication is out of scope and must be completed by the Client.

Project Management

Managed Solution's Project Management Office will employ a project manager to manage the project from start to finish and be the main point of contact throughout the life of the project. Project management time will be billable for the duration of the engagement.

Billable activities include but are not limited to:

- Change management
 - Change Requests
- Communication Management (Emails, Calls)
 - Issue logs
 - Email relays
 - Project calls
 - Project meetings
 - Status reports, meeting minutes
- Procurement Management
 - Tracking hardware/licensing
- Resource Management
 - Project plan updates
- Project Management Oversight
 - Burn Reports
 - Project plan updates
 - Project close out
 - Engineering Debrief
 - Timeline management
 - Working sessions
- Deliverable Management
 - Project documentation
 - Deliverable Review
- Risk Management

Project Team

- Managed Solution Senior Consultant
- Managed Solution Project Manager
- Client Technical Lead
- Client Executive Sponsor

Completion

Managed Solution will make reasonable efforts to complete the activities described in the Project Scope and Assumptions section as limited by the Client's performance of responsibilities pursuant to the Client's Responsibilities section below.

Client will be responsible for acknowledging delivery of the project by signing an Acknowledgement of Completion at the conclusion of this engagement. If Managed Solution is not notified in writing of any problems with the work within ten (10) days of the completion of the engagement, the services delivered will be deemed accepted.

Client Responsibilities

Client shall cooperate with and assist Managed Solution in the performance of the services and will provide the following resources necessary for Managed Solution's performance hereunder as specified in this SOW:

1. Client will appoint and make available a single point of contact or project manager designated to work with the Managed Solution project team for all aspects related to the completion of Services and who will have authority to act on behalf of Client.
2. Client will provide access to staff resources (dedicated or part time), as specified in the Project Resource Plan.
3. Client shall ensure that adequate access to workspace and resources (i.e. Internet, telephone, etc.) are available at each facility where services will be provided by Managed Solution.
4. Client shall grant Managed Solution adequate and reasonable access to their network, servers, and end-user's PCs where necessary. If such access requires authorization and provisioning, Client shall inform Managed Solution in advance.
5. Client shall provide Internet access to Managed Solution while on site.
6. Client shall assume all responsibility for site preparation, including space, cabling and electrical requirements.

Managed Solution Responsibilities

Managed Solution will ensure the following:

1. Managed Solution will ensure consultants assigned to this project have expert knowledge in the products and technologies outlined in this SOW.
2. Managed Solution will ensure that project issues are brought to the attention of the Client point of contact or project manager in a timely manner to ensure timely resolution with minimal impact to the project timeline.

Change Control

Changes to this SOW shall become effective only upon written agreement between Managed Solution and Client as indicated by signature on a Project Change Request form. Changes to the SOW may require additional resources from Managed Solution and may affect project duration and cost. Scheduling changes are subject to Managed Solution's resource availability.

Project Start

Project kickoff is generally 3 – 4 weeks after SOW approval. Depending on resource availability, this timeframe may be shorter or longer. The assigned Project Manager or Project Coordinator will confirm the project start date when they are engaged.

A "day" is defined as eight (8) hours of work conducted between 8am and 5pm in Managed Solution's local time zone. The work schedule may be adjusted by mutual agreement to accommodate Client work hours or special circumstances.

Pricing

Managed Solution will not exceed the project cost as specified in the Client's Purchase Order without Client's written approval. Upon Client receiving written notice from Managed Solution that the project activities cannot be completed within the specified cost, the Client will have the option to provide additional funds to complete the remaining activities or prioritize Managed Solution's remaining efforts and terminate the project when funds have been expended.

Should the Client require a purchase order, the Client shall provide a purchase order for both the project cost as well as estimated expenses no later than ten (10) business days prior to the start of the engagement.

Payment Schedule

For Time and Materials projects, Managed Solution will bill monthly for time accrued. For any hardware or software that is quoted within this SOW, Managed Solution requires full payment of the product cost at the beginning of the engagement.

Expenses

The Client will pay for any out of the ordinary, or any unreasonable travel expenses incurred by Managed Solution while performing services for the Client. Pre-determined expenses will be sent to the Client for approval.

Cancellation Policy

Client acknowledges the cancellation of this engagement may cause Managed Solution to incur non-refundable fees, travel expenses and other costs. Cancellation shall be provided in writing to Managed Solution and will be effective upon receipt. Client agrees to pay for all previously incurred costs.

Terms and Conditions

This SOW defines services to be provided by Managed Solution for Client and is governed by the Terms and Conditions herein and either Managed Solution's standard Master Services Agreement, which is incorporated herein by reference and made a part hereof, or an existing Master Services Agreement between Client and Managed Solution.

This SOW and any other agreement incorporated herein by reference set forth the entire understanding and agreement between the parties relating to the subject matter and may be amended only in writing signed by both parties. Any terms of any purchase order or other document submitted by Client that are in addition to, different from, or inconsistent with, the terms and conditions of this SOW and the Master Services Agreement are not binding on Managed Solution and are ineffective.

Client should budget twenty percent (20%) over the estimate stipulated in the Fees Table below to cover potential increases in hours.¹

Project Cost Estimation

Description	Est. Hours	Price	Total
Professional Services	63	\$195.00	\$12,285.00
Total			\$12,285.00

Licensing/Product Quote

Pricing below is only available if Licenses are purchased prior to March 1st.

Description	QTY	Price	Total
Microsoft 365 Business Basic	100	\$4.50	\$450.00
Monthly Total			\$450.00

¹ Should unforeseen technical issues, pre-existing infrastructure issues, and general delays surface during implementation, an estimated variance percentage may be added to the hours estimate. This variance will only be used if needed and will be communicated before the project budget is consumed. These additional hours will be invoiced at the project's hourly rate.

Signature Page

By signing below and initialing the Assumptions and Project Cost Estimation sections, Client agrees to the Project Scope, Assumptions, and to the provisions of this Statement of Work. This Statement of Work is only valid if signed within thirty (30) days of its creation date.

Ushio America, Inc.


<i>Michael Finander</i>	02 / 22 / 2022
Signature	Date
Michael Finander	
Print Name	
Director of IT UAI	
Title	

Managed Solution

<i>Jennell Mott</i>	02 / 22 / 2022
Signature	Date
Jennell Mott	
Print Name	
COO	
Title	

Signature Certificate

Reference number: P44KV-TWEMM-Y2UC8-HHWZA

Signer	Timestamp	Signature
Ruchir Bhanushali Email: rbhanushali@ushio.com Shared via link Sent: 09 Feb 2022 17:23:49 UTC Viewed: 09 Feb 2022 21:01:48 UTC Signed: 22 Feb 2022 16:44:47 UTC		 IP address: 64.211.108.101 Location: Pennington, United States
Alecia Aktabowski Email: aaktabowski@managedsolution.com Shared via link Sent: 09 Feb 2022 17:23:49 UTC Viewed: 09 Feb 2022 00:05:55 UTC Signed: 23 Feb 2022 00:41:32 UTC		 IP address: 104.182.65.0 Location: San Diego, United States

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23 Feb 2022 00:41:32 UTC

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