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Statement of Work

Prepared for

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This Statement of Work (SOW) and any exhibits, appendices, schedules, and attachments to it are made pursuant to Work Order 6ZAF201-260353-308257 and describes the work to be performed (Services) by Microsoft (“us,” “we”) for through (“”, “”, “Customer,” “you,” “your”) relating to Archive Migration (“project”).

This SOW and the associated Work Order expire 30 days after their publication date, unless signed by both parties or formally extended in writing by Microsoft.

Introduction

 engaged Microsoft to provide them with a proposal to move ’s email from the hosted service provider to Exchange Online. One of the components that that forms part of the overall migration includes the migration of the current Archive data. The data, 200TB, must be ingested into Office 365 Online Archive mailboxes. Our approach assumes that will negotiate with to get the data extracted and provided to Microsoft in zipped EML format with full fidelity.

This SOW describes the archive data migration as a component, which forms part of the bigger overall email as a service program for .

# Project objectives and scope

## Objectives

The objectives of this project are to ingest 200TB of zipped EML files into named Office 365 Online Archive mailboxes and ensuring chain of custody is reported over an 18-month period. The ingestion will only start once the named mailboxes are active.

## Areas in scope

### General project scope

Microsoft will provide Services in support of the following scope.

| Area | Description | Assumptions |
| --- | --- | --- |
| Tooling | * Setup the extraction, classification, and migration environment, Archive2Azure * Data checking, validation and classification in Archive2Azure * Customer access to Archive2Azure for data archive search and retrieval during project duration | Azure Enterprise Agreement commit will be used to build the tooling platform on (estimated at $12 000/month)  Tools will be decommissioned once all the archives are ingested into Exchange online and the storage account deleted |
| Data uploads to Azure | * Upload the 200TB of zipped EML files into Archive2Azure | will provide the data on encrypted disks in zipped EML format  will commit to provide data at a minimum rate of 30TB/month  Customer data will be shipped on encrypted disks to customer premises, extraction of the data will be done on a controlled system to ensure it cannot be tampered with during the process of ingestion into the A360 platform. Audit logs will be provided  Microsoft assume the customer has at least 800Mb/s available on their internet link to upload the archive data at 7TB/week. If bandwidth is not available and it leads to delays the change management process will be invoked.  Microsoft assume the uploaded data will not be more than 300TB when in blob storage |
| Ingestion | * Migration of Archive data into 39 000 named O365 archive mailboxes | User mailboxes exist in Exchange Online  Once all data is ingested into Exchange online the A360 platform will be dismantled and the storage account deleted  Duplicate emails can potentially exist between the online archive mailbox and the user’s active mailbox due to the journal data imported from which is unavoidable. |

### Software products and technologies

The products and technology that are listed in the following table are required for project execution. The Customer is responsible for obtaining all identified licenses and products.

| Product and technology item | Version | Ready by |
| --- | --- | --- |
| Azure blob storage and Virtual Machines   |  |  |  |  |  | | --- | --- | --- | --- | --- | | **Service type** | **Custom name** | **Region** | **Description** | **Size** | | Storage Accounts | Blob | Central US | Block Blob Storage, General Purpose V2 | 100 TB | | Azure Cosmos DB | Metadata | Central US | Single Region Write - Central US; Pay as you go; 20 x 100 RUs x 730 Hours; 20 GB Storage | 2000 GB | | Azure Kubernetes Service (AKS) | Index / Search | Central US | 5 DS5 v2 (16 vCPU(s), 56 GB RAM) nodes; 1 year reserved; 3 managed OS disks – S10 |  | | App Service | App | Central US | Standard Tier; 1 S2 (2 Core(s), 3.5 GB RAM, 50 GB Storage) x 730 Hours; Windows OS | 5 S50 | | Azure SQL Database | App | Central US | Single Database, DTU Purchase Model, Standard Tier, S2: 50 DTUs, 250 GB included storage per DB, 1 Database(s) x 730 Hours, 5 GB Retention |  | | Application Gateway | App | Central US | Basic tier, Small Instance size: 2 Gateway hours instance(s) x 730 Hours, 2 TB Data processed unit(s), 5 GB Zone unit(s) |  | | Virtual Machine Scale Sets | App | Central US | 2 A2 v2 (2 vCPU(s), 4 GB RAM) x 730 Hours, Windows, Pay as you go |  | |  | At the start of the project |

### Data migration

The following data migration is in scope for the project.

| Data source | Data volume | Migration mechanism | |
| --- | --- | --- | --- |
| Zipped EML files | 200TB | A360 tools |
|  |  |  |

The responsibilities for performing data migration tasks are as follows.

| Task | Responsibility |
| --- | --- |
| Define data migration requirements approach and strategy. | Customer |
| Extract from a source system. | /Customer |
| Convert data into format that could be ingested into Online Archive mailbox. | Microsoft |
| Ingest data into the Online Archive Mailbox. | Microsoft |
| Test and validate migrated data. | Customer |
| Provide reports | Microsoft |

### Environments

The following environments will be required to deliver the project.

| Environment | Location | Responsibility | Ready by |
| --- | --- | --- | --- |
| Production | Customer | Customer | Before the start of initiation phase |

### Testing and product support

#### Testing

The following testing is included in the scope of the project. If the Customer has responsibility for testing, the Microsoft effort to support that activity is identified. If additional time is needed for Microsoft testing support, then it can be requested through the Change management process described in this SOW.

| Test type (environment) | Description | Responsibility | | |
| --- | --- | --- | --- | --- |
| Has responsibility  for testing? | Provides data or test cases | Provides guidance and support |
| Performance and scalability testing (test) | Validate that there is enough bandwidth to accommodate 7TB uploads per week. | Microsoft | Microsoft | Microsoft |
| UAT | Customer to validate that archive is accessible | Customer | Customer | Microsoft |

#### Product support

Support for 3rd party component (migration tooling during the migration) will be done by Microsoft but any defect remediation in the product will be referred to vendor and follow terms and conditions of the vendor.

## Areas out of scope

Any area not explicitly included in the Areas in scope section is out of scope for Microsoft during this project. Areas out of scope for this project are listed in the following table.

| Area | Description | |
| --- | --- | --- |
| Product licenses and subscriptions | Product licenses (Microsoft) and cloud service subscriptions are not included. |
| Hardware | Microsoft will not provide hardware for this project. |
| Integration with third-party software | Microsoft will not be responsible for integration with third-party software. |
| Data migration | Data migration activities are not in scope for this project other than the Archive data |
| Product bugs  and upgrades | Product upgrades, bugs, and design change requests for Microsoft products are not in scope for this project. |
| Source code review | The Customer will not provide Microsoft with access to non-Microsoft source code or source code information. For any non-Microsoft code, Microsoft Services will be limited to the analysis of binary data, such as a process dump or network monitor trace. |
| Process reengineering | Designing functional business components of the solution is not included. |
| Organizational change management | Designing—or redesigning—the Customer’s functional organization is not included. |

# Project approach, timeline, and deliverable acceptance

## Approach

The project will be structured to follow an Engagement initiation and a Configuration and data migration phase.

If a deliverable requires formal review and acceptance (a process described in the Deliverable acceptance process section), this is indicated in the following sections.

### Engagement initiation

Before beginning the project, the following prerequisites must be completed.

| Category | Description | |
| --- | --- | --- |
| **Microsoft activities** The activities to be performed by Microsoft | * Conduct a preinitiation call to initiate team formation and communicate expectations. * Document the project launch prerequisites using input from this SOW. * Track the status of launch prerequisites and adjust the engagement initiation phase start date accordingly. * Conduct a detailed walk-through of the SOW with the customer to agree on an initial project schedule and approach. |
| **Customer activities** The activities to be performed by the Customer | * Attend and participate in the preinitiation call. * Assign project initiation and launch prerequisite responsibilities to accountable customer leadership and establish target completion dates. * Complete the project initiation and launch prerequisites. * Staff the project with the required customer resources in the time frames that were agreed upon in the preinitiation call. |

### Configuration and Data Migration

| Category | Description | |
| --- | --- | --- |
| **Microsoft activities** The activities to be performed by Microsoft | * Kick off, inception workshop requirements * Configure Archive2Azure platform * Data ingestion includes software and services (PST in Azure to Archive2Azure platform) * Migration and classification from Archive2Azure to Office365 * Project Management for the duration of the planning and migration |
| **Customer activities**  The activities to be performed by the Customer | * Make available required resources to attend the requirements workshop * Negotiate with for the data extraction * Manage to ensure data is provided to Microsoft in a timely fashion without any delays * to be in contract should we need to re-request data that is corrupt * The archiving tooling will require storage and compute which customer will provide within their Azure EA Comm |
| **Key assumptions** | * 200TB of data (Journal format provided as PST in Azure) * Archive data ingestion will start once all the mailboxes have been migrated to Exchange Online * 39 000 Exchange mailboxes – expected to be x1.5 larger with inactive users in archive * Microsoft Licensing has already been procured to support the project. * Migration of data to Office365 from A2Az can only happen once all data is ingested and validated in A2Az. * All mailbox migration are complete before the archive ingestion to Exchange Online can start. * Once extraction of data from begins the journaling of email to will be stopped. If it is not stopped it would require a differential of data to be migrated and that would invoke the change management process. * The data migration estimates is based on providing a minimum of 30TBTB of data per month and if this is not achieved it would result in a change request to accommodate the increase in time to complete the migration |

#### Deliverables

|  |  |  |  |
| --- | --- | --- | --- |
| Name | Description | Acceptance required? | Responsibility |
| Data Migration | Archive data migration to Office 365 with chain of custody and data validation | Yes | Microsoft |
| Final chain of custody reporting and validation report | Report to proof chain of custody and Validation of data in O365 | Yes | Microsoft |

## Timeline

During project planning of the project, a detailed project timeline will be developed. All dates and durations are relative to the project start date and are estimates only.

## Deliverable acceptance process

During the project, Microsoft will submit certain deliverables (listed in the Approach section as deliverables with “Acceptance required?” equal to “Yes”) for the customer’s review and approval.

Within three business days of the date of submittal, the customer is required to:

* **Accept the deliverable** by signing, dating, and returning a service deliverable acceptance form, which can be sent by email, or by using (or partially using) the deliverable

Or

* **Reject the deliverable** by notifying Microsoft in writing; the customer must include a complete list of reasons for rejection.

Deliverables shall be deemed accepted unless the written rejection notification is received by Microsoft in the timeframe specified.

If a rejection notification is received, Microsoft will correct problems with a deliverable that are in scope for the project (and documented in this SOW), after which the deliverable is deemed accepted.

Problems that are outside the scope of this SOW, and feedback provided after a deliverable has been accepted will be addressed as a change request, managed as described in the Change management process section.

## Project governance

The governance structure and processes the team will adhere to for the project are described in the following sections:

### Project communication

The following will be used to communicate during the project:

* **Communication plan**: this document will describe the frequency, audience, and content of communication with the team and stakeholders. It will be developed by Microsoft and the customer as part of project planning.
* **Status reports**: the Microsoft team will prepare and issue regular status reports to project stakeholders per the frequency defined in the communication plan.
* **Status meetings**: the Microsoft team will schedule regular status meetings to review the overall project status, the acceptance of deliverables, and review open problems and risks.

### Risk and issue management

The following general procedure will be used to manage active project issues and risks during the project:

* **Identify**: identify and document project issues (current problems) and risks (potential problems that could affect the project).
* **Analyze and prioritize**: assess the potential impact and determine the highest priority risks and problems that will be actively managed.
* **Plan and schedule**: determine the strategy for managing priority risks and issues, and identify a resource who can take responsibility for mitigation and remediation.
* **Track and report**: monitor and report the status of risks and problems.
* **Escalate**: escalate to project sponsors the high impact problems and risks that the team is unable to resolve.
* **Control**: review the effectiveness of risk and issue management actions.

Active issues and risks will be regularly monitored during the project.

### Change management process

During the project, either party is able to request modifications to the Services described in this SOW. These changes only take effect when the proposed change is agreed upon by both parties. The change management process steps are:

* **The change is documented**: all change requests will be documented by Microsoft in a Microsoft change request form and submitted to the Customer. The change request form includes:
  + A description of the change.
  + The estimated effect of implementing the change.
* **The change is submitted**: the change request form will be provided to the Customer.
* **The change is accepted or rejected**: the Customer has three business days to confirm the following to Microsoft:
  + Acceptance—the Customer must sign and return change request form.
  + Rejection—if the Customer does not want to proceed with the change or does not provide an approval within three business days, no changes will be performed.

### Executive steering committee

The executive steering committee provides overall senior management oversight and strategic direction for the project. The executive steering committee for the project will meet per the frequency defined in the communication plan and will include the roles listed in the following table. The responsibilities for the committee include:

* Making decisions about project strategic direction.
* Serving as a final arbiter of project issues.
* Approving significant change requests.

| Role | Organization | |
| --- | --- | --- |
| Project sponsor | Customer |
| Delivery manager | Microsoft |

### Escalation path

The Microsoft project manager will work closely with the customer project manager, sponsor, and other designees to manage project issues, risks, and change requests as described previously. The customer will provide reasonable access to the sponsor or sponsors in order to expedite resolution. The standard escalation path for review, approval, or dispute resolution is as follows:

* Project team member (Microsoft or the Customer)
* Project manager (Microsoft and the Customer)
* Microsoft delivery manager
* Microsoft and the Customer project sponsor
* Executive steering committee

## Project completion

The project will be considered complete when at least one of the following conditions is met:

* All Microsoft deliverables that require acceptance have been delivered and accepted (or deemed accepted).
* The Work Order has been terminated.

# Project organization

## Project roles and responsibilities

The key project roles and the responsibilities are as follows.

#### Customer

| Role | Responsibilities |
| --- | --- |
| Project sponsor | * Provide part-time project commitment * Make key project decisions. * Serve as a point of escalation to support clearing project roadblocks. |
| Project manager | * Provide part-time project commitment * Serve as primary point of contact for the Microsoft team * Manage the overall project. * Deliver the project on schedule. * Take responsibility for customer resource allocation, risk management, and project priorities. * Communicate with executive stakeholders. |
| Technical team lead | Project commitment will vary based on the different phases the delivery has  Serve as primary technical point of contact.  Take ownership of technical architecture and code deliverables. |

#### Microsoft

| Role | Responsibilities | |
| --- | --- | --- |
| Delivery manager | Manage and coordinate the overall Microsoft project.  Serve as a single point of contact for escalations, billing issues, personnel matters, and contract extensions. |
| Microsoft project manager | Manage and coordinate Microsoft project delivery.  Take responsibility for issue and risk management, change management, project priorities, status communications, and status meetings.  Coordinate Microsoft and Microsoft subcontractor resources but not customer resources. |
| Microsoft lead architect | Design the overall solution.  Provide guidance based on Microsoft-recommended practices. |

# Customer responsibilities and project assumptions

## Customer responsibilities

In addition to Customer activities defined in the Approach section, the Customer is also required to:

* Provide information:
  + This includes accurate, timely (within three business days or as mutually agreed-upon), and complete information.
* Provide access to people and resources.
  + This includes access to knowledgeable customer personnel, including business user representatives, and access to funding if additional budget is needed to deliver project scope.
* Provide access to systems.
  + This includes access to all necessary customer work locations, networks, systems, and applications (remote and onsite).
* Provide a work environment.
  + This consists of suitable work spaces, including desks, chairs, and Internet access.
* Manage non-Microsoft resources.
  + The customer will assume responsibility for the management of all customer personnel and vendors who are not managed by Microsoft.
* Manage external dependencies.
  + The customer will facilitate any interactions with related projects or programs in order to manage external project dependencies.

## Project assumptions

The project scope, services, fees, timeline, and our detailed solution are based on the information provided by the Customer to date. During the project, the information and assumptions in this SOW will be validated, and if a material difference is present, this could result in Microsoft initiating a change request to cover additional work or extend the project duration. In addition, the following assumptions have been made:

* Work day:
  + The standard work day for the Microsoft project team is between 8 AM and 5 PM, Monday through Friday.
* Standard holidays:
  + Observance of consultants’ country-of-residence holidays is assumed and has been factored into the project timeline.
* Remote working:
  + The Microsoft project team may perform services remotely.
  + If the Microsoft project team is required to be present at the customer location on a weekly basis, resources will typically be on site for three nights and four days, arriving on a Mondays and leaving on a Thursday.
* Language:
  + All project communications and documentation will be in English. Local language support and translations will be provided by the Customer.
* Staffing:
  + If necessary, Microsoft will make staffing changes. These can include, but are not limited to, the number of resources, individuals, and project roles.
* Informal knowledge transfer:
  + Customer staff members who work alongside Microsoft staff will be provided with information knowledge transfer throughout the project. No formal training materials will be developed or delivered as part of this informal knowledge transfer.