

21.04.2017

Statement of Work

**Exchange Mailbox Migration**

Version 1.3 Final

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| --- | --- |
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|  | ABCorp |

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1. Introduction

This Statement of Work (SoW) and any exhibits, appendices, schedules, and attachments to it are made pursuant to the Work Order No. , dated , the terms of which are incorporated herein by reference, by and between (“Customer”, “you”, “your”) and Microsoft Corporation (“Microsoft”, “us”, “we”, “our) or Microsoft’s affiliate, and sets forth the services to be performed by us related to Industrialized Services – Mailbox migration from Notes to On premise Exchange 2016 (“project”). This SoW, together with the Work Order, represents the complete baseline for scope and services applicable to this project. All changes to this document will be managed in accordance with the Change Management Process defined below. Any terms not otherwise defined herein will assume the meanings set forth in the Work Order.

This SoW and the associated Work Order expire 30 days after their publication date, unless they have been formally extended in writing by Microsoft.

All activities described in this document are provided as services within the meaning of para. 394 et seq. of the Swiss Code of Obligations (“Auftrag”). Microsoft does not owe a result or deliverable but will support the customer to achieve the project objectives described in this document.

1. High-Level Solution Approach

Considering the existing environment for it has been decided to go with 3 phases of migrations which are as follow:

* 1. Design and Deployment of Exchange Server 2016 – Phase-1

During this phase Microsoft will review the existing infrastructure and will design and deploy Exchange Server 2016 as per the Product Line Architecture.

* 1. Setup the Co-Existence between Exchange Server 21016 & Lotus Notes – Phase-2

During this phase Microsoft will assist "ABC Corp" to setup the co-existence between Notes and Exchange Server 2016 for the following:

1. Setup a Mailflow Co-Existence
2. Configure Free Busy Information
3. Application Integration (Guidance)
4. Directory Synchronization

The above requirement will be utilized by utilizing third party tool at later stage

* 1. Migration from Lotus Notes to Exchange Server 2016 – Phase-3

During this phase Microsoft will assist "ABC Corp" to perform full swing migration.

**Note: Section 2.2 & 2.3 above describes the potential approach for a follow-on engagement to execute the next phase (phase-2 & phase-3) of this work. It is out of scope for this Statement of Work.**

1. Management Summary

Microsoft will design and deploy an Exchange 2016 Enterprise solution on the current Active Directory environment. This effort will consist of:

* + - **New installation and coexistence**: Design and deploy a new Exchange 2016 installation as
      * Plan, install and configure Exchange 2016 On-Premises Production platform;
      * Develop the Technical detail design for the Exchange 2016 infrastructure for the production environment.
    - **Standardized Approach and Improved capacity**: provide a reliable, standardized Exchange 2016 design optimized for cost while providing large capacity mailboxes.
    - **Consistent and Improved User Experience:** the deployment will provide a consistent user experience, allowing for access on supported devices.
    - **Fault Tolerant and Site Resilient**: the system will be designed to offer fault tolerant capability and minimize unplanned and extended outages. It will be able to be patched and upgraded without violating Service Level Agreements.
  1. Scope of Engagement

The services offered in-scope of this Statement of Work are:

Figure 1: Services structure and overview

* Phase 1 covers the following activities:
  + Microsoft will lead up to design a workshop to determine specific configuration elements for the Exchange Design & Deployment.
  + Review Active Directory scale and capacity as it integrates with Exchange
  + Define client access strategy for MAPI over HTTP, Outlook on the Web, ActiveSync & AutoDiscover
  + Provide guidance on SMTP, Administration and messaging integrated applications. Supported interfaces are: EWS, PowerShell & Outlook Object Model
  + Design for mail flow, including transport rules, accepted SMTP domains, and connectors
  + Detailed Exchange design & Define physical architecture
  + Design High availability and Site resilience
  + Define policies for Data Loss Prevention (DLP), Message Records Management (MRM), Role based access (RBAC) & Rights Management
  + Design and Deploy ADFS & WAP
  + High-Level Recommendations on Exchange performance monitoring
  + Testing and validation: System Validation & Stress Validation (Jetstress)
* **Project coordination and Quality Assurance** provide core functions and roles that are key to deliver the services consistently, as well as technical expertise that is required to achieve high quality of work.
  1. Areas out of Scope
     1. Areas out of Scope for Phase 1

Any area that is not explicitly listed in section 2.1 as “within scope” is out of scope for this service. The areas that are out of scope for this service include, but are not limited to, the following:

* Product licenses (Microsoft or non-Microsoft) will not be provided under this Statement of Work. ABC Corp is responsible for acquiring all necessary product licenses required as a result of this Statement of Work.
* Messaging Platform coexistence setup between Lotus Notes 9.0 & Active Directory Synchronization
* Hardware will not be provided under this Statement of Work. ABC Corp is responsible for acquiring all necessary hardware
* Microsoft will not be responsible for integration with 3rd Party Software.
* ABC Corp will not provide Microsoft with access to non-Microsoft source code or source code information. For any non-Microsoft code, Microsoft’s services will be limited to analysis of binary data only, such as a process dump or network monitor trace.
* Design of functional business components of the solution or operational processes unless specifically included in scope and delivered by Microsoft Operations Consulting staff.
* Design or re-design of Customer’s functional organization unless specifically included in scope and delivered by Microsoft Operations Consulting staff.
* Custom address lists: Address book policies, Edge Server & Unified Messaging
* Provisioning or de-provisioning of identity objects as part of the solution
* Group management solution beyond native Exchange capabilities
* Operational support of the production environment, including formal ITIL/MOF processes and/or runbooks
* The customer is responsible for decommissioning the legacy environment
* Strategy or migration of client side archives (PST) or 3rd party archives
* Detailed reporting and monitoring system design or implementation is not included under this scope of work.
* Migration from Notes to Exchange On-Prem

1. Description of Services

Microsoft Services will support ABC Corp with the services described herein.

* 1. Exchange Deployment
     1. Activities

Microsoft will work jointly with the customer on the topics listed below:

|  |  |
| --- | --- |
| Activity | Description |
| Service Enablement Planning “SEP” Workshops | * Review PLA and determine gaps * Determine additional business and technical requirements |
| Design Sessions | * Determine in-scope design elements (e.g. mailbox size, namespace, witness location) |
| Remediate Sessions | * Assist with remediation activities time-boxed to 60 hours |
| * Execute JetStress testing and document testing results |
| Enablement Activities | * Production build |
| * Validate production build |
| * Execute fail over tests |
| * Production cut over |

* + 1. Customer Responsibilities

|  |
| --- |
| Obligation |
| * Assess - Take ownership of project plan and assist with updates |
| * Assess - Assist with running discovery tools |
| * Assess - Manage change requests |
| * Assess - Attend and participate in all workshops |
| * Assess - Take ownership of project plan and assist with updates |
| * Assess - Assist with running discovery tools |
| * Assess - Manage change requests |
| * Remediate - Execute remediation plans |
| * Remediate - Prepare hardware for JetStress testing |
| * Enablement Phase - Assist with production build |
| * Enablement Phase - Procure public certificate |
| * Enablement Phase - Assist with validation |
| * Enablement Phase - Approve production cut-over |
| * Enablement Phase - Assist with production build |

* + 1. Assumptions

|  |
| --- |
| Key Phase Assumptions |
| * Asses Phase - All outstanding design decisions are made by the end of the first week |
| * Remediation Phase - JetStress validation passes and testing requires only a single pass |
| * Enablement Phase - Project team has required permissions to perform the deployment |

1. Timeline

Microsoft has planned to provide the services for the project according to the timeline described here.

The current timeline for this engagement is relative to the project start date, and all dates and durations provided are estimates based on Microsoft’s current understanding and assumptions only.

The project management from the customer is responsible for the preparation and management of the project plan. It is assumed that the project plan will be available and mutually agreed with the project coordinator from Microsoft within 2 weeks after project start.

Changes to the timeline will be handled according to the change management process.

* 1. Project Phases

The specified dates are based on customer’s planning provided to Microsoft and experience from Microsoft from other projects and may change over the course of the project.

Microsoft Services has understood that the project is structured in the project phases listed below.

| Project Phase | Planned Activities | TimeLine |
| --- | --- | --- |
| Assessment | * During the Assess Phase the team conducts a detailed discovery of the customer infrastructure, including client, directory services and networking. | * 3 Weeks |
| Remediation | * During the Remediate Phase the team prepares the production environment for the Enable Phase. | * 3 Weeks |
| Enablement | * During the Enable Phase the team deploys the production implementation. Completion of this phase marks the transition to the Deploy Phase. | * 5 weeks |
| Deploy/Pilot | * Support Exchange Service Testing * Support UAT activities as per the scope | * 3 Weeks |

Table 1: Overview of activities per project phases

1. Project Governance

ABC Corp has the overall responsibility for the project.

Microsoft’s services will be coordinated by a project coordinator, who supports the project management from ABC Corp in the fulfillment of his/her duties.

This support is limited to the scope of the Microsoft engagement and includes activities such as:

* Coordination of project communication
* Project planning and controlling support
* Resolving potential issues and problems
* Change Management
* Reporting
* Risk Management
  1. Project Plan and Controlling

The project management of the customer has to provide and manage the project plan. The project manager from the customer and the project coordinator from Microsoft mutually agree on the planning.

Microsoft’s project coordinator reports to the customer’s project management about the services delivered, open issues and changes in the project scope.

Minor changes in project planning without impact on milestones or other areas of the project will be managed by the project coordinator from Microsoft. The customer’s project management will be informed accordingly.

* 1. Change Management

The Microsoft team will follow the change management procedure that is provided by the project management from ABC Corp.

If no guidance is provided, Microsoft proposes to establish the following change management procedures, which will be mutually agreed at the beginning of the project.

During the project, either party may request, in writing, additions, deletions, or modifications to the services described in this SoW (“change request”).

The change management process is executed in interaction between the customer’s project manager and the project coordinator from Microsoft.

The impact on price, cost and schedule due to the change request will be mutually agreed by both parties.

Microsoft will document all changes in a change management log. As long as changes to the project can be done without impact to the overall effort and/or budget, this process will be solely used for documentation purposes.

If changes have an impact on required budget, Microsoft will estimate additional efforts and make a commercial offer for the budget increase.

At Microsoft’s discretion, time required to research and document customer originated change requests will be billed at the standard rates specified in the project Work Order.

Microsoft can apply changes due to technical improvements and technological developments without notice if these changes provide value to the customer, improve quality or efficiency of services or if it is beneficial for the delivery of Microsoft’s services.

* 1. Communication Plan

To facilitate an efficient cooperation of ABC Corp and Microsoft’s project team members, it is necessary to establish an adequate project communication plan.

The Microsoft team will follow the communication plan that is provided by the project management from ABC Corp

If no guidance is provided, Microsoft proposes to establish the following communication plan, which will be mutually agreed at the beginning of the project.

| Meeting | Purpose | Participants | Frequency / Duration |
| --- | --- | --- | --- |
| Kick-Off | Communication of general guidelines, project goals and plans  Introduction of project team members | Project team  Remote | At project start,  2 hours |
| Internal  Project Meeting | Gather information about status of activities, issues and problems, escalate unresolvable problems to next level. | Project team  Remote | Weekly or on demand  Max. 1 hour |
| Jour Fixe | Major instrument to monitor and manage the project regarding   * Timeline * Budget consumption * Risks * Quality of services delivered * Resolve open issues | Customer’s Project Management,  Microsoft project coordinator  On demand: Subject Matter Experts  Remote | Bi-weekly |
| Executive Steering Board | Assess overall status of the project,  Adjust priorities  Solve major issues | Management representatives from customer and Microsoft Delivery Management,  On demand: Project management, Subject Matter Experts  Project location | Bi-monthly |

Table 2: Communication plan (proposal)

* 1. Documentation

The protocol of the Jour Fixe meeting is deemed to be the project status report. The protocol will be written by the Microsoft project coordinator and is mutually agreed with the project manager from the customer.

All project documents, will be stored on a central project share. The customer is responsible for providing the project share, e.g. as a Microsoft SharePoint Team site.

Important documents on paper (e.g. original documents) will be scanned and stored on the project share or will be filed in a project folder.

* 1. Escalation Process

The Microsoft team will follow the procedure defined by ABC Corp to escalate and resolve issues.

If there is no escalation process defined on the customer’s side, Microsoft proposes to establish and mutually agree on the following procedure.

The escalated issue will be discussed and resolved at the next possible regular project communication according to the communication plan.

In urgent situations escalations can be raised on demand and resolved via phone conference or online meeting.

| Level | Escalation Manager | Organization |
| --- | --- | --- |
| Sub project | Subproject Lead / Technical Lead | Microsoft or  ABC Corp |
| Project | Project Manager,  with support from Microsoft project coordinator | ABC Corp |
| Business | Business Lead / Stakeholder / Microsoft Engagement Manager | ABC Corp |

Table 3: Escalation path (proposal)

The acting persons should be identified and named during the project kickoff meeting.

1. Project Organization

The Microsoft-Team will be staffed with consultants from Microsoft Consulting Services as well as consultants from Microsoft Partners depending on the technologies and products required in the project.

The project will be organized as depicted in the following diagram.

Figure 2 : Project organization chart

* 1. Roles and Responsibilities

ABC Corp has the overall responsibility for the project and the project management.

Microsoft supports the project with services and technical consulting.

The Services are provided in cooperation and in a joint team of Microsoft and ABC Corp.

* 1. Customer Project Roles

This section provides a brief description of key project roles and responsibilities that have to be staffed by ABC Corp. It is required that customer’s team members have enough capacity, the right skills, and will be available as required to support the project and timelines.

Persons fulfilling the roles should be identified until the kick-off meeting.

| Role | Responsibilities |
| --- | --- |
| **Project sponsor** | * Makes key project decisions, assists in escalating unresolved issues to the Executive Steering Committee, and clears project roadblocks |
| **Project Manager** | * Primary point of contact for Microsoft team * Responsible for managing and coordinating the overall project * Responsible for resource allocation, risk management, project priorities, and communication to executive management * Manages day-to-day activities of the project * Coordinates the activities of the overall team (Customer, Microsoft, 3rd parties) according to the project schedule * Project scheduling of consultants von Microsoft at least 4 weeks in advance * Escalation management |
| **Technical Lead(s)** | * Primary technical point of contact for the team who is responsible for technical architecture. * Coordinates installation and configuration activities for all required hardware elements * Primary technical point of contact for the team that is responsible for technical architecture and technical decision making and/or approvals |
| **Network Lead** | * Primary point of contact for networking integration activities including but not limited to virtual network design and configuration * Responsible for managing and performing the configuration of all network related activities |
| **Storage Lead** | * Primary point of contact for storage decisions and configuration activities including but not limited to Azure storage account design and configuration * Responsible for managing and performing the configuration of all storage related activities |
| **Security Lead** | * Primary point of contact for security design activities including but not limited to security compliance and decisions regarding Azure subscription security controls for storage and networking |
| **Active Directory Lead** | * Primary point of contact for Active Directory integration activities including but not limited to creation of required user accounts, security groups and required Active Directory objects. * Responsible for managing and performing the configuration of all Active Directory related activities |
| **Messaging Lead** | * Primary point of contact for Messaging Platform. * Responsible for managing the messaging environment |

Table 4: Customer project roles

* 1. Microsoft Project Roles

This section provides a brief description of key project roles and responsibilities that will be staffed by Microsoft.

| Role | Activities |
| --- | --- |
| **Engagement Manager** | * Primary contact for contracting, staffing and billing issues and the overall status of Microsoft’s engagement * Responsible for customer’s satisfaction with the services provided by Microsoft * Microsoft representative in steering committee (if any) |
| **Project Coordinator** | * Coordinates the daily activities and services provided by the Microsoft team * Supports the Project Manager from the customer * Attending and supporting the preparation of Jour Fixe meetings |
| **Architect(s)** | * Technical oversight and quality assurance for all service and consulting activities provided by Microsoft * Advises the team that Microsoft recommended practices are applied * Works with and supports the Architect(s) / technical lead(s) from the customer during solution design and architectural issues. |
| **Microsoft onsite Architect/Consultant** | * Provide technical oversight * Verifies whether Microsoft recommended practices are followed * Assists with the overall solution design |

Table 5: Microsoft project roles

1. Quality Assurance

Quality assurance is carried out with different approaches and methods, depending on the kind of services provided. Microsoft Services distinguishes different quality measures regarding

* Documents (such as technical concepts and specifications)
* Infrastructure (setup and configuration of infrastructure environments)

The scope of quality assurance services is limited to the scope of consultancy services as defined in-scope of this SoW.

* 1. Quality Assurance for Documents

Microsoft will provide a draft version of each document for review on the project team share.

At this time, the customer can review the document content, provide feedback and review comments. Feedback of any kind has to be provided in written form, preferably as review comments or tracked changes in the document to be reviewed. The period for this review is 2 workdays.

After the review, Microsoft will work on the feedback provided by the customer and submit the document to the designated project share.

1. Customer Responsibilities and Obligations

Microsoft’s work on the project is dependent on the customer’s provisions in many aspects. A delayed provisioning of the obligations could lead to delays for the overall project.

If customer’s resources are limited in capacity or do not have the right skills to jointly work on the project, this may have an impact on timely delivery or quality of Microsoft’s services.

Microsoft will strive for a cooperative and proactive cooperation and expects that delays or missing obligations are notified early by the customer, as Microsoft will do.

The following table lists the dependencies and obligations for the delivery of this project, which have been identified up to this point in time.

Additional, service-specific obligations may be listed in the services descriptions

| Activity | Obligation | Description | Date |
| --- | --- | --- | --- |
| Overall project | Workplaces for the Microsoft team | Office workplaces onsite at the customer’s project location, including access to meeting rooms and facilities | Start of activities |
| Overall project | Provide access to IT systems | Access to all IT Systems (UID/PW) that are relevant to deliver the services as described in this SoW. | Start of activities |
| Overall project | Internet connection | Broadband Internet connection for communication (email, IP telephony) and VPN access to Microsoft corporate network. | Start of activities |
| Overall project | Microsoft product licenses | Provisioning of all necessary Microsoft licenses to deliver the services as described in this SoW. | Start of activities |
| Overall project | Third-party software and licenses | Provisioning of all necessary Third-party (non-Microsoft) software and licenses. | Start of activities |
| Overall project | Project team share | Provision of a project file share/document repository. This includes regular file backups. | Start of activities |
| Overall project | Physical and virtual environments | Customer will provide hardware or virtual machines for development, test and production in a timely manner as required and operate them. | According to project plan |

Table 6: Customer supplies

1. Assumptions

The services, fees, and delivery schedule for this project are based on the following assumptions. If assumptions do not apply, this will be treated via the change management process.

This section describes the underlying general assumptions. Additional, detailed and service specific assumptions may be documented as part of the services description.

| Area | Assumption |
| --- | --- |
| Project location | * The services described in this SoW will be mainly delivered remotely or at ABC Corp office in Switzerland. It is possibly that the services will be partly delivered in a Microsoft office location. |
| General customer responsibilities | * It is assumed that the customer will provide the obligations in a timely manner or pro-actively indicate delays or failures in contributing to the project. |
| General customer responsibilities | * Customer’s team members have enough capacity and will be available as required to support the project and timelines |
| Project management | * It is assumed that the customer’s project management works in a timely manner on project tasks and decisions necessary for Microsoft’s activities |
| Documentation | * Customer will provide prompt reviews of documents |
| General Assumptions | * The standard work day for the project is between 8:00 AM and 5:00 PM local time where the team is working, Monday through Friday, except for scheduled holidays. |
| * In performing services under this SOW and the applicable Work Order, Microsoft will rely upon any instructions, authorizations, approvals, or other information provided by Customer’s Project Manager or personnel duly designated by Customer’s Project Manager. All estimates regarding fees, timelines and our detailed solution are based on information provided by Customer to date. |
| * Microsoft’s resources and Microsoft’s subcontractors’ resources may perform services remotely or on-site from Microsoft facilities, Customer facilities, or Microsoft’s partner’s facilities. |
| * Informal knowledge transfer will be provided throughout the project. Informal knowledge transfer is defined as Customer’s staff working alongside Microsoft staff. No formal training materials will be developed or delivered as part of informal knowledge transfer. |
| * If the project schedule requires Microsoft’s resources and/or Microsoft’s subcontractors’ resources to perform dedicated services at Customer’s site on a weekly basis, Microsoft resources will typically be on-site for 3 nights/4 days; arriving on Mondays and leaving on Thursdays. |
|  | * Customer will assume responsibility for gathering any legal requirements and validation so that the legal requirements are met within the design |
|  | * Microsoft migration resources are on T&M basis and any change in effort will be managed via Change Request |

Table 7: Project assumptions

1. Project Completion

The offered services will be considered completed when any of the following conditions is met:

1. The fee provisions of the Work Order have been met; or
2. This SoW is terminated pursuant to the provisions of the agreement.