# Professional Services Statement of Work (SOW)

This Statement of Work (this “**SOW**”), with an effective date of XXXXXXX, 2016 (the “**SOW Effective Date**”), is entered into and made a part of the AWS Implementation Services Addendum between XXXXXXX (“**Customer**”) and Amazon Web Services, Inc.(“**AWS**”), with an effective date of XXXXXXX, 2016 (the “Addendum”), for the Implementation Services described below. All capitalized terms not defined in this SOW have the respective meanings set forth in the Addendum. To the extent that the terms of this SOW conflict with any of the terms of the Addendum, and the SOW explicitly states that it intends to modify the conflicting terms, this SOW supersedes the Addendum.

|  |  |
| --- | --- |
| Customer name | JPMorgan Chase & Co.. |
| Customer Project name | Cloud Operations Strategy on AWS |
| Engagement billing contact | XXXXXXX |
| Engagement billing address | XXXXXXX |
| Customer AWS Billing Account Number | XXXXXXX |

## Scope of Implementation Services

AWS will provide the following consulting and advisory assistance:

**Cloud Operations Strategy on AWS**

The Cloud Operations Strategy on AWS engagement is focused on defining Customer’s cloud operations path to transformation which will unlock the efficiency, business value and agility benefits of the cloud. Through a series of workshops, we help you align people, processes and tools to define a cloud-enabled operating strategy to effectively build and run a hybrid IT environment based on AWS best practices and built to match the global scale at which you operate your business currently.

The Strategy workshops will have four (4) focused areas of activity:

1. **Discovery of Current IT Operations Processes and Cloud Operations Gap Analysis**
2. **Cloud Operations on AWS Playbook Development**
3. **Cloud Operations on AWS Runbook Development**
4. **Continued Operations Maturity on AWS Roadmap**
5. **Discovery**
   1. **Discover Current IT Operations Processes**

During the Discovery phase, AWS will assist Customer in the following activities:

* Understand Customer’s current IT Operations operating model and organization structures
* Document Customer’s current Operational processes and practices as starting points for analysis
  1. **Cloud Operations Gap Analysis**

During the gap analysis, AWS will assist Customer in the following activities:

* Assist Customer in performing a gap analysis between current IT operational capabilities and future-state cloud operational capabilities, through a series of workshops.

The current state assessment and gap analysis described above, may include information on using AWS Services in the following operational capabilities:

|  |  |
| --- | --- |
| Operational Capability Group | Operational Capabilities |
| Core Operations Functions | Platform Architecture & Governance |
| Event & Incident Management |
| Provisioning & Configuration Management |
| Availability & Continuity Management |
| Security & Control Functions | Change Management |
| Resource Inventory Management |
| Identity & Access Management |
| Security Management |
| Business Management Functions | Financial Management |
| Capacity Planning & Forecasting |
| Organizational Change Management |
| Vendor Management |
| Supporting Functions | Reporting & Analytics |
| Continuous Improvement |
| Application Lifecycle Management |

1. **Cloud Operations on AWS Playbook Development**

During the Playbook development phase AWS will leverage the work products developed in the Discovery and Gap Analysis workstreams, to assist Customer in the following activities:

* Assist Customer with documenting a future-state operations model, function, and organization, across critical operating areas, mentioned above.
* Assess new operational accountabilities and provide an outline of a RACI with input recommendations
* Work with Customer to help define
  + Roles/skills of a Cloud Operations team
  + Example job descriptions
  + Instantiation and maturity of a Cloud Center of Excellence
  + Adoption of (or integration with) a DevOps model for selected applications

1. **Cloud Operations on AWS Runbook Development**

During the Runbook Development workstream, AWS will assist customer in the following activities:

* Facilitation of 1-2 day workshops around each of the following operational functional areas.
* Documentation of the recommended approach and technical detail for execution of each of the operational functional areas on AWS.
  + Documentation may include, but will not be limited to:
    - code snippets
    - sample tool sets
    - automation scripts

|  |  |
| --- | --- |
| Operational Capability Group | Operational Capabilities |
| Core Operations Functions | Event & Incident Management |
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| Availability & Continuity Management |
| Security & Control Functions | Change Management |
| Resource Inventory Management |
| Identity & Access Management |
| Security Management |
| Business Management Functions | Financial Management |
| Capacity Planning & Forecasting |
| Organizational Change Management |
| Vendor Management |
| Supporting Functions | Reporting & Analytics |
| Continuous Improvement |
| Application Lifecycle Management |

Table 1 - Hybrid Operations Capabilities

1. **Continued Operations Maturity on AWS**

During the Playbook and Runbook workstreams (above), AWS will assist Customer in the following activities:

* Assist in defining and document roadmap (e.g. Growth path) for future activities to mature operational approach in each capability area.

## Assumptions

The following assumptions are agreed to and apply to the Implementation Services described above:

* AWS provides general consulting and advisory services (for example, high-level analysis, design, planning) and not production-ready code or operations services.
* Any sample code and documentation provided by AWS under this SOW are provided for illustration purposes only, and are subject to the terms of the Addendum. Customer is responsible for deploying, testing, and supporting any sample code provided by AWS under this SOW.
* AWS is not required to perform any business application development in connection with the Implementation Services.
* AWS provides Implementation Services on a time and materials basis only. Customer is responsible for managing all project timelines and determining the level of involvement requested from AWS.
* AWS represents and warrants to Customer that the Implementation Services will be performed using skilled and experienced resources and in a professional and workmanlike manner.
* Some Implementation Services may be provided on-site at the Customer’s facilities in XXXXXXX, as may be agreed by AWS. All other Implementation Services under this SOW will be provided remotely or at such other locations as may be agreed upon by both parties.
* Customer will provide AWS with access to appropriate personnel, documentation and systems in connection with the Implementation Services.

## Schedule of rates

Implementation Services will be delivered solely on a ‘time and materials’ basis, using the hourly rates below, and will not exceed total below without prior written authorization of the parties.

|  |  |  |  |
| --- | --- | --- | --- |
| Consultant Level/Role | Hourly Rate $ | Approved  Hours | Cost Estimate |
| IT Transformation Consultant |  |  | $TBD |
| Cloud Architect |  |  |  |
| Security Architect |  |  |  |
| Total – Not to Exceed |  |  | $TBD |

## Engagement related expenses

Expenses related to the delivery of Implementation Services will be billable along with associated consulting time, as set forth above. Estimates are outlined below, though actual expenses could be higher based on the number of trips to the customer site. Airline costs will be billed at actual expense, together with daily per diem to cover all other expenses including local transportation, hotel, meals, etc.

|  |  |
| --- | --- |
| Travel Expense Description | Cost Estimate |
| Onsite Per-Diem of $400/Per Day Per Consultant | TBC |

## Billing labor and expenses

Actual labor and expenses will be billed monthly, at the end of each month for the duration of the engagement under this SOW. Payment is required on the terms set forth in the Addendum.

Acceptance and authorization

**IN WITNESS WHEREOF,** the parties have executed this SOW as of the SOW Effective Date:

**XXX, Inc.** JPMC

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| --- | --- | --- |
|  |  |  |
| Full name |  | Signature |
|  |  |  |
| Title |  | Full name |
|  |  |  |
| Signature |  | Title |
|  |  |  |
| Date |  | Date |