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**Statement of Work**

**STATEMENT OF WORK**

**BETWEEN <MainCustomer> & HCL AMERICA**

**Date: <Todays date>**

**Seller Restrictions**

The data contained in this document shall be subject to the existing confidentiality restrictions set forth in the MSA (as defined herein) between the Parties.

**Version Control**

All information given under this version overrides all and any kind of offers, assumptions, deliverables, and contracts, given under any previous version. All previous versions of the subject Proposal stand null and void.

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**STATEMENT OF WORK  
CLOUD ASSESSMENT & MIGRATION**

**THIS STATEMENT OF WORK** (this “**Statement of Work**” or “**SOW**”) between <CUSTOMER> and HCL AMERICA INC., HCL TECHNOLOGIES Ltd., and HCL Technologies Inc. is entered into as of the date last signed below (the “**SOW Effective Date**”). In consideration of the mutual promises contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

# ****Interpretation****

## Structure

This SOW is a “Statement of Work” under and as defined in the Master Services Agreement, effective, and to the extent any Services here under continue past SSSSSSSSSSSSSSS, then this SOW shall be deemed a “Statement of Work” under and as defined in the Master Service Agreement effective as of <Date to be Added> between SSSSSSSSSSSSSSS, and HCL America, Inc. (as applicable, each is a “MSA”), and is being entered into pursuant to the MSA. This SOW is incorporated into and deemed part of the “Agreement” as defined in the MSA. References to SOWs in the MSA and the other SOWs shall include this SOW.

## Definitions

The capitalized terms used in this SOW have the meanings ascribed to them in the MSA as well as the last section of this document pertaining specifically to the scope of this SOW, including in the MSA; provided, however, that (a) references in this SOW to “Customer” shall be read and understood to mean SSSSSSSSSSSSSSS, and (b) references in this SOW to “Service Provider” shall be read and understood to mean HCL Technologies Inc.

## Articles and Sections

Unless otherwise expressly stated, all references to Articles, Sections, subsections and other subdivisions refer to articles, sections, subsections and other subdivisions of this SOW.

## Exhibits

The Exhibits and other attachments to this SOW are hereby incorporated into and deemed part of this SOW for all purposes. All references to this SOW include the Exhibits and other attachments to this SOW, unless the context in which used shall otherwise require. All references to a specific Exhibit or other attachment include the appendices to such Exhibit or attachment. Unless otherwise expressly stated, all references to Exhibits and other attachments refer to exhibits and attachments to this SOW.

## Order of Precedence

Notwithstanding anything to the contrary in the MSA, in the event of any conflict, ambiguity or inconsistency between or among the provisions in this SOW and the MSA, then the order of precedence shall be as follows: (a) the provisions of this SOW; and (b) the provisions of the MSA. Any variation in this SOW of the provisions of the MSA shall operate only in relation to this SOW.

## Term

This SOW will be effective as of the SOW Effective Date and will remain in effect until the defined period in this SOW

# ****Scope of Services****

HCL understands that this cloud initiative is very strategic and important to <Customer>. In connection with Company’s ongoing digital journey, one of Company’s key business imperatives is to migrate its data center workloads (including applications and infrastructure) to Google Cloud to enable a reduction in overall cost of ownership and avail the associated efficiencies and advantages native to public cloud. The Project will be strategic and transformative for the SSSSSSSSSSSSSSS, and the Parties acknowledge and agree that the primary objectives of the Project under this SOW includes:

* Cloud readiness assessment for the existing DC workloads
* Cloud Foundation build
* Cloud migration and hypercare

Based on HCL’s prior experience in executing similar programs, the following paragraphs describe HCL’s approach to addressing achieving the above objectives on Google cloud.

## Cloud Readiness Assessment

This Statement of Work (“SOW”) describes the cloud adoption planning, assessment and migration services to be performed by HCL across <Customer> applications and underlying infrastructure landscape. As part of this project, HCL will perform an assessment of the <xxx> apps in-scope for this migration and identify applications and modules and define the approach for migration to GCP cloud and migrate them to GCP cloud accordingly. As part of cloud assessment, HCL will provide a path for workloads to migrate into the GCP cloud, also will identify applications/virtual machines which cannot be lifted and shifted to cloud. HCL will identify the cloud-go applications and no-go application treatment approach for each application. In addition, this assessment will also provide cloud adoption roadmap recommendations and deviations to be taken care of. The total duration of this phase would be <xxxxx> weeks

**Scope (Cloud Readiness Assessment)**

* As part of this project, HCL will perform assessment of <XXXX> in-scope applications running on <xxxxx> servers for cloud readiness, App to infra mapping, Application interdependencies and server interdependencies, Instance sizing, Move groups, Performance data, Treatment path.
* Assess the existing landscape (integrations, system dependencies, compatibility, support etc.) and propose new solution option(s) in GCP wherever possible.
* Assess the existing network architecture including communication between the servers.
* Provide the migration strategy for the applications in scope.
* Application Dependency mapping analysis using discovery tool report.
* High-level Go / No-Go rating using HCL Cloud Readiness Assessment framework.
* Application re-host plan recommendation.
* Target cloud instance & storage solution report validation and finalization.

**Out of Scope (of this SOW, but in HCL’s scope as maybe defined in other SOWs)**

* Designing business and operational process maps.
* Functionality analysis.
* Remediation of applications, integrations or interfaces.
* Security and compliance related assessment or remediation.

**Phase Wise activities for Cloud Readiness Assessment Validation:**

Cloud assessment validation will be carried out using HCL’s MS&P (Migration Strategy and Planning) framework comprising the HCL Dprizm (HCL IP) and cloud assessment report collected from discovery tool. HCL will use cloud assessment tool **<xxxxx>** to gather information from the servers in the customer’s environment. These details along with the additional data (questionnaire through interviews/offline), are fed manually into DPrizm for the assessment.

DPrizm is the HCL flagship cloud assessment tool that helps analyze and recommend an appropriate cloud solution. HCL will analyze the data collected during planning phase, and gaps and infrastructure data requirements will be identified by HCL. Performance and Application Dependency data (Internal & External) will also be gathered from the assessment tool**.** The rest of data collection and validation will be done manually via workshop with in-scope application SMEs through questionnaire.

The assessment will be conducted in a structured, phased manner. The phases are:

* Explore
* Analyze
* Craft

**The following table lists the key phases, activities and deliverables of each phase.**

|  |  |  |
| --- | --- | --- |
| **Cloud Readiness Assessment | Migration Planning** | | |
| **Phase** | **Inputs / Pre-requisites** | **Deliverables** |
| **Plan** | * Approved + Signed SOW * Finalized application & Infrastructure Inventory * Draft Questionnaires/Templates for Information Collection * Access and required credentials for the environment for discovery toolset setup * Finalized respondents List * Finalized Interview/ workshop schedule for data collection | * Finalized Project Plan * Finalized respondents List * Finalized Cloud questionnaire format * Finalized Cloud assessment data collection template * Finalize Interview\Workshop schedule |
|  |
|  |
| **Explore** | * Infrastructure discovery tool setup * Agent deployment on in-scope workloads wherever agentless discovery not possible * Workshops with application owners | * Discovery setup in place to start the initial run * Discovery tool deployment * All accessible data dictionary captured by Discovery tool * Discovery report containing details around server inventory, shared service applications, dependency matrix, OS utilization levels etc. * Finalized interdependency and environment details report |
|  |
| **Analyze** | * Signed off Questionnaire (Cloud Questionnaire and Cloud Assessment Data Collection Template) Responses * Detailed data dictionary capturing the entire Infra landscape * Application to Infra mapping * Workload dependencies * Network traffic flow and characteristics * Application Classification Summary * Leverage cloud assessment best practices and industry specific points-of-view from the Dprizm reference Library * Application inter dependency Details * Infrastructure Details such as Firewall, Loadbalancing, DNS, Authentication mechanism * Details around availability Service Levels etc. |  |
| * Application Classification into COTS (Commercial of-the shelf), Custom (Be-spoke), Infrastructure applications, Agents & Jobs etc. * Application Classification as per application technology stack * Application Classification as per business Criticality * Application to Application Dependency Mapping Report * Analyze application requirement for target cloud * Analyze application readiness for target cloud * Application Treatment Plan Recommendation (Re-Host) * Provide GCP cloud region recommendation |
| **Craft** | * Finalized Analysis Report | * Prepare & Present Assessment Report including App-to-Infra & App-to-App inter-dependencies. * Cloud Readiness Index & Treatment Recommendations * Target cloud instance & storage recommendations. * Review and Final Sign Offs |
|  |
|  |
|  |

## GCP Foundation Build

**<Customer>** journey of GCP begins with required foundation setup on GCP which covers all the core infrastructure requirements for running envisioned environment, and includes creation of GCP organization, projects, IAM, networking, VM creation, storage, logging, monitoring, and auditing. This infrastructure will be at the core of environment that <Customer> and HCL has envisioned together. The total duration of this phase is <xxxxx> weeks.

The tasks and activities required to be performed by HCL during foundation build are described below-

|  |  |  |
| --- | --- | --- |
| **Category** | **Service** | **Service Description** |
| Plan/Design | Planning and designing the foundation requirements provided along with the Customer team | * Account ownership and Project structure to be followed, Project naming conventions, policies, administration model, DC integration, AD configuration, federation with Cloud Identity etc. * Joint review of designing various cloud foundation features such as projects, network, compute, storage, IAM, cloud native security, cloud native backup, patching, monitoring, etc. and recommending GCP best practices. |
| Foundation  Build | Implementation  Service | * Build of cloud foundation as per the agreed final HLD and Implementation plan. * Testing of foundation and OS hardening against Customer best practices |

**Task and Activities**

Post the planning phase, the below table represents the tasks and activities to be performed by HCL for GCP foundation build services.

| **Phase & Sub-phase** | **Tasks** |
| --- | --- |
| **Foundation Build** – Organization Setup | * Implement GCP organizations and associated projects including enterprise, departments, and accounts following the naming and tagging standards mentioned in the HLD document. * Create foundation using HCL IP OneClick with defined nomenclature/hierarchy for different resources as per the Design document |
| **Foundation Build** – Network design - Cloud Network design | * Create Virtual Network VPC’s, Subnets and Gateway Subnet as per design for all regions in scope * Names, Region, and CIDR Block for each of the VPC * Number of Subnets in each VPC, Subnet Name, Firewall rules, network tags if any, UDR if any and CIDR block for each subnet * Implement VPC Peering and testing between different VPCs as per the final HLD if required |
| **Foundation Build** – Network design - DC to cloud connectivity | * Cloud VPN Requirement: Circuit Name, Provider, Peering Location, Bandwidth, SKU – Standard or Premium, Billing Model Metered or Unmetered, Location. * Gateway subnet details: Name, IP Address, Address Space of On-Premises, Resource Group, Location. |
| **Foundation Build** – Identity management – AD | * AD Task - Creation of RBAC Groups locally in Gsuite Account and granting access in GCP Org, Folders and Projects using built-in IAM Roles. * Setup project permissions, quotas, service accounts. * Extend Domain Controller to GCP with help of Existing Support team. * Federating Active directory with Cloud Identity |
| **Foundation Build** – Security configuration | * Create Key Vaults, policies using Cloud KMS * Create GCP firewall rules with appropriate network tags for outbound & inbound Traffic and associate it to Subnets or NIC cards. * Cloud security center implementation * Create Logging, Logs access mechanism setup. * Create UDR rule to route traffic to another VPC / Firewall. |
| **Foundation Build** – IaaS | * Create Standard Gold Images from Market Place for VM creation (Each for Windows and Linux) * Create and test virtual machines using standard templates and build or install VMs based on the applications in scope * Create service accounts with appropriate privileges to manage storage disks with defined redundancy * Test On-Prem jump host in shared service subnet * Load balancer configuration and testing |
| **Foundation Build** – Backup | * Create scheduled backup for GCP IaaS * Define backup frequency and snapshot retention |
| **Foundation Build** – Review and signoff | * Finalization Readiness Checklist Review and Sign Off |

## Cloud Migration

In connection with the Services to be provided under this SOW, HCL will utilize its “Migration Factory Model” migration approach with optimal effort and time, consistent and predictable quality, standard operating procedures, and using HCL’s trained and certified work force. HCL will be permitted to carry out due diligence to understand <Customer>’s current landscape and prepare for the migration activities as described in this SOW. Service Provider will use. The total duration of this phase would be <xxxxx> weeks. The below sections describe the migration activities that will take place under this SOW.

## Migration Scope

The overall migration process will be completed in 2 phases as:

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| Phase | Category | Service | Service Description | Deliverables |
| **Phase 1** | Migration planning | Initiation Workshop | * Workshop with customer Project Team, customer Executive Sponsors, customer Application Teams, HCL Project Manager, and HCL Cloud Architects to drive alignment of scope, approach, roles/responsibilities, deliverables, and timeline. * Identification of Executive Steering Committee members, Communications Plan, and monthly meeting schedule. * On-boarding of HCL migration team (ID creation etc.) | * Migration Design Plan Document * Detailed Migration Schedule * Communication Plan |
|  | Workload Migration | * Week on Week Infra Servers Migration, Application cutover & Testing. | Migration document, Process Documents, Run books. |
| **Phase 2** | HyperCare Support | Infra Servers Support | * HyperCare of servers after migration to GCP before handover to customer/HCL Operations team. The Migrated servers on cloud will be in HyperCare remote support from the day of migration completion for each server. Hyper care will be 8\*5(US shift) and on-call for P1 issues (only for break fix issues). | NA |

## Migration Planning

|  |  |  |
| --- | --- | --- |
| Tasks | HCL | Customer |
| Application Grouping based on Business Criticality | R, A | C, I |
| Dev/Prod and QA Segregation | R, A | C, I |
| Migration Planning | R, A | C, I |
| Application Treatment Planning (Rehost) | R, A | C, I |
| Target environment Sizing (hardware, software, licenses) | R, A | C, I |
| Target Env. Procurement | R, A | C, I |
| Temporary link for data transfer to GCP | I | R, A, C |
| Procurement (Tools, OEM Technical Support) | I | R, A, C |
| Target Infra Build Project Plan | R, A | C, I |
| Design new End State Infrastructure Env | R, A | C, I |

## Migration

Within the migration factory framework, HCL will leverage cloud native migration tools like **GCP migrate for compute engine** to migrate workloads from on premise to the cloud. Data migration will be performed over dedicated inter-connect links. Pre-requisite to migration is that assessment of the on-premise infrastructure has been successfully completed and HCL has access to the assessment reports that detail the application treatment type and the move groups. Also, the foundational services like AD, DNS, network, IAM along with required security configurations should already be in place. This SOW deals with rehost approach.

### Migration approaches

### Re-host (Lift & Shift)

All servers whose treatment type is mentioned as re-host as part of assessment, HCL will use the **GCP migrate for compute engine** to capture images of the on-premise servers and then replicate same to GCE VMs with the bundled OS and application image. Post migration, application testing, delta data sync validation and data move verification is done by the application support team (HCL and/or customer) to confirm successful cutover.

### Roles and responsibilities

|  |  |  |
| --- | --- | --- |
| Tasks | HCL | Customer |
| Native & Tool based Migration |  |  |
| Workloads migration lift n shift using GCP native tools (Migrate for compute engine) | R, A | C, I |
| Re-Configure Application/DB, Users groups settings, Permissions if any | C, I | R, A |
| Sample data backup /restore in GCP | R | C |
| Application testing for tool-based migration | C, I | R, A |
| OS remediation if required after migration to GCP | R, A | I |
| User acceptance test of application before cutover | I | R, A |
| Implement Cloud native backup on GCP | R, A | I |
| Server Go Live | R, A | C, I |
| Application Remediation |  |  |
| Application upgrade/platform/ Rebuild /retire | C, I | R, A |
| Downtime Window Confirmation | I | R |
| Application Shutdown | C, I | R, A |
| Full Data backup before migration | I | A |
| Server Shutdown after migration | I | A |
| Application Testing | C, I | R, A |
| Application Verification | C | A |
| Project Signoff and Handover | R, A | C,I |

## HyperCare

|  |  |  |
| --- | --- | --- |
| Tasks | HCL | Customer |
| Post Migration validation activities | C, I | R, A |
| Tool Deployment & Configuration | C | R |
| Cloud Infra maintenance and Support (8\*5 for P1 issues) | R, A | I |
| Update the Migration Planning document and handover to SteadyState. | R, A | C |

As servers are migrated to public cloud week on week using HCL’s proposed cloud Inception methodology, HCL will also assist in HyperCare of GCP cloud Infra environment along with customer GCP support team. In parallel HCL will also start handover of these servers/applications to customer operations team so that they do not have to take a big bang approach to takeover operations. HCL proposed HyperCare is of <xxxxx> weeks duration for the migrated environment to GCP. Transition between the migration and operations teams will happen once all the workloads are migrated to public cloud.

## Migration Out of Scope Activities:

Some major areas that are out of scope for this engagement include, but are not limited to, the following:

| **Area** | **Description/Considerations** |
| --- | --- |
| Product Licenses | Product/application/OS/DB/DR licenses will not be provided under this SOW. Customer is responsible for acquiring all necessary product/application/cloud subscription licenses required as a result of this SOW. |
| Application Changes | Application level code changes will not be done as part of this migration scope and has to be done by the customer. Only Re-host of the servers is in scope. |
| Hardware | Hardware will not be provided under this SOW. The Customer is responsible for acquiring and configuring all necessary hardware.  E.g. – Migration Transfer Appliances, import-export Tools and any devices required for migration activity or project. |
| Production Cut-Over | Cutover Process and Execution is a Customer/application owner responsibility. (The Migration Factory, during the Post-Migration Support timeframe, will provide Cut-Over guidance and assistance mutually along with the application owner/management vendor.) Infra cut over will be provided by service provider but application will be done by customer. |

## Project Schedule

HCL will execute the project as per the following schedule.

<Add a duration chart>



**Migration Timeline Assumption**

* + 50 VMs per week with less than 500 GB disk space.
  + 500 Mbps Dedicated Bandwidth for Migration only.

## Status Report

HCL shall circulate a daily/weekly/fortnightly status report to the SPOCs detailing the status of HCL’S performance in connection with this task Order.  The status report shall enumerate any problems that may adversely affect the progress of the work to be performed in connection with this Task Order and shall contain such additional information as HCL team may require. Frequency of report will be as agreed in during the planning phase.

## Dependencies

* It is assumed that most of the tasks can be executed remotely and <Customer> will facilitate/provide required knowledge sharing till the time the transition is completed, tools and/or other support (with no restrictions) as might be required by service provider. Hence most roles considered are offshore (India roles).
* <Customer>’s Business & Application SMEs will be available when required during inventory gathering phase like Interviews, Workshops and Migration.
* <Customer> shall identify a SPOC who service provider can liaise with. This SPOC will ensure the active participation of SSSSSSSSSSSSSSS SMEs/application owners in workshops, interviews, brainstorming sessions.
* Effort does not include time spent by HCL waiting for concerned stakeholders to rectify infrastructure or network issues, such as sorting out firewall / port restrictions, access privileges, etc.
* SSSSSSSSSSSSSSS shall enable any third-party OEM support as required for the timely execution of the project.
* Cutover process will be mutual responsibility of SSSSSSSSSSSSSSS and HCL. HCL shall help SSSSSSSSSSSSSSS application team with cloud infrastructure requirements for seamless cutover to GCP.

## Assumptions

This SOW and HCL's Team estimates are based on the following assumptions:

* Only Rehost (lift and Shift) treatment approach is in scope. Any change in scope will lead to change in efforts.
* New build, Rebuild, OS upgradation, application remediation, config changes, application support and any 3rd party tool implementation or support is not in scope of this SoW.
* COTS Applications – service provider Assumes customer will provide vendor engagement for any help in COTS application Migration.
* Migration timelines may vary in case of any environment challenges, Risks, Bandwidth or Data size of the migration to cloud. Any deviation from the published timeline must go through the Change Management Process.
* If said network bandwidth is not available, then it would affect the migration timelines.
* Application testing is not in scope.
* S-USER / Password to arrange software downloads for application executed under PoC, else Customer will download software needed and copy to shared location accessible to service provider teams
* No DR/DR testing, RTO and RPO or BCP is in scope as part of this migration SOW.
* All the process test script identification will be signed off by respective business teams on service provider and customer side.
* Customer to facilitate Integration testing with Vendors/Third party systems.
* Any modification in the scope (SOW) will impact time and cost. The changes to the baseline will go through the Change Management Process.
* HCL will need 4 weeks lead time after SOW sign-off to mobilize the necessary resources and commence the project.
* HCL will not be responsible for/support any unsupported feature(s) on any Technology or Public Cloud, which may surface during Design/Deployment workshops.
* Infra smoke testing would be conducted by HCL for the migrated infrastructure in scope. All application testing is under the scope of <Customer>.
* Configuration of all existing tools and applications migrated to cloud will be the responsibility of <Customer>.

# **Commercials**



|  |  |
| --- | --- |
| **Services** | **Cost** |
| Cloud Assessment |  |
| Foundation Build |  |
| Migration |  |
| HyperCare Support |  |
| **Grand Total** |  |

\* GCP cloud interconnect setup efforts will be discussed separately and not included into this effort estimate

# ****Sign Off****

**IN WITNESS WHEREOF**, the Parties have caused this SOW to be executed by their duly authorized representatives as of the SOW Signing Date.

|  |  |
| --- | --- |
| **<Customer>**  By:  Print Name:  Title:  Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  I have authority to bind the limited partnership. | **HCL Technologies Ltd.**  By:  Print Name:  Title:  Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  I have authority to bind the corporation. |
|  | **HCL America Inc.**  By:  Print Name:  Title:  Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  I have authority to bind the corporation. |