Microsoft

**Cloud Vantage Services
Managed Deployment**

Tenant Migration Exchange Statement of Work

Prepared for

City and County of San Francisco

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Prior to the parties indicating final agreement by signing a Work Order, the information contained in this document represents the current view of Microsoft on the issues discussed as of the date of publication and is subject to change. Furthermore, prior to the signing of the Work Order, this document should not be interpreted as an invitation to contract or a commitment on the part of Microsoft. After the Work Order has been signed, changes to this document will be managed through the Change Management Process described in this document.

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Introduction

This statement of work (SOW) and any exhibits, appendices, schedules, and attachments to it are made pursuant to the Agreement for Gratuitous Services, the terms of which are incorporated herein by reference, by and between City and County of San Francisco ("customer," "you," and "your") and Microsoft Corporation ("Microsoft," "us," "we," and "our") or Microsoft's affiliate, and it sets forth the services to be performed by us related to O365 Multi-tenant to O365 Government Community Cloud Migration ("project"). This SOW, together with the Agreement for Gratuitous Services, represents the complete baseline for scope, services, service deliverables, and acceptance 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 Agreement for Gratuitous Services.

This SOW and the associated WO expire 30 days after their publication date, unless they have been formally extended in writing by Microsoft or agreed to between parties pursuant the Agreement for Gratuitous Services.

This SOW describes the planning, service provisioning and migration from Microsoft for the Office 365 Enterprise (E) to Office 365 Government Community Cloud (GCC) service and does not include the purchase or activation of the Office 365 Service, which must be purchased by the customer through a separate order. Prior to signing the WO referencing this SOW, the customer will have had an opportunity to review the latest Office 365 Service descriptions at time of contract; furthermore, Microsoft strongly recommends that the customer reviews the latest service descriptions with all of the customer's relevant internal stakeholders. The customer acknowledges that the service descriptions meet or exceed the customer's minimum requirements for the selected services. The Office 365 Service is not customizable and cannot be modified.

Microsoft will work closely with customer in a collaborative effort providing planning, engagement management, and a predictable approach for onboarding the customer to Office 365 GCC Service.

1 Project Objectives and Scope

1.1 Objectives

The objective of this engagement between Microsoft and the customer is to:

- Validate the customer's current infrastructure readiness for the Office 365 GCC Service.
- Provide a Remediation Checklist for the customer to enable their environment to consume the Office 365 GCC online service. For details, see Section 2.3.1.
- Prepare customer infrastructure for consumption of the licensed Office 365 GCC service, according to Section 2.1.
- Migrate up to 20,000 identities from the customer's Office 365 Enterprise tenant to their Office 365 GCC tenant and provision the following services:

    - ☒ Exchange Online
    - ☐ SharePoint Online
    - ☐ Lync Online

- Migrate mailbox data from Office 365 Enterprise (E) Exchange Online to Office 365 GCC Exchange Online
- Transfer hygiene settings from Office 365 E Exchange Online to Office 365 GCC Exchange Online
- Provide guidance to CCSF to improve migration throughput from on-premises Exchange environments to Exchange Online
- Provide onsite and/or remote troubleshooting event related assistance to CCSF during the migration event and for up to one week after the migration event

1.2 Areas Within Scope

Microsoft will provide the assistance described in this SOW to help the customer to make use of the selected Microsoft online services identified in Section 1.1.

1.2.1 General Project Scope

Microsoft will provide the services described in the following tables. Microsoft will not provide out-of-scope items (anything that is not listed In Scope is considered to be Out of Scope).

Assess Phase

Table 1: On-premises Assessment and Planning

Scope	• Assessment of the core infrastructure including:
	  – Current on-premises Active Directory Domain Services (AD DS) environment in support of the transition to Office 365 GCC Service.
	  – Client infrastructure: Office 365 desktop setup, operating system, Office, browser, and .NET Framework.
	  – Operations: Groups, help desk, monitoring, security, and compliance.
	  – Network: Domain Name System (DNS), connectivity, and routing.
	• Establish the Remediation Checklist.
	• Establish the timelines for remediation activities.

Assumptions	• Discovery tools can be run in the customer environment. • Customer will actively participate in the discovery process and provide the appropriate information needed to build out the discovery work products in a timely manner. • Customer has a functional Active Directory implementation. • Only issues preventing the implementation of the Enable phase will be included in the Remediation Checklist. • Only customer configuration and integration options (e.g. mail routing, cloud identities) used in the current O365 MT environment will be implemented in the O365 GCC environment.
Out of Scope	• Assessment or planning for mailbox migration, other than items listed in Section 1.1

Table 2: Mailbox Migration Assessment and Planning

Scope	• Assessment of the messaging infrastructure including:
	  – Transport and mail flow.
	  – Client access.
	• Deliver a planning workshops that target: Online Service Integration Planning and Mailbox Migration Planning.
	• Establish the migration schedule.

Assumptions	• Discovery tools can be run in the customer environment. • Customer will actively participate in the discovery process and provide the appropriate information needed to build out the discovery work products in a timely manner. • ***The migration from E to GCC tenant will occur over a weekend and will result in a planned service outage where end users will not be able to access their email.*** • Only issues preventing the implementation of the Enable phase will be included in the Remediation Checklist. • Only customer configuration and integration options (e.g. mail routing, cloud identities) used in the current O365 MT environment will be implemented in the O365 GCC environment.
Out of Scope	• Migration scheduling after having the initial migration schedule established. • Mail migration assessment and planning from legacy platforms not selected in

	Section 1.1

Remediate Phase

Table 3: Remediate Activities

Scope	• Microsoft will facilitate checkpoints through conference calls with the customer according to the agreed schedule to review the progress of the remediation activities. • Project Management to monitor customer remediation activities. • Architect or Deployment Consultant assistance, in a form of Q&A Time, for customer remediation activities (Q&A time). • Assist with the running of IdFix and interpreting the results.
Assumptions	• Customer has resources available to complete the Remediation Checklist, with the knowledgeable skill set to complete the required activities prior to transition
Out of Scope	• Microsoft facilitation, assistance, or completion of remediation activities.

Enable Phase

Table 4: Service Provisioning and Integration

Scope	• Infrastructure enablement for Online Services consumption. • Provisioning of Messaging identities for Office 365 Service. • Validate existing DNS entries and identify updates that will be required as part of the E to GCC transition • Plan for process to enable resilient SMTP mail flow • Configuration of Lync setup to enable instant messaging (IM) and presence features for Office 365 Service. • Configuration of SharePoint to enable customer administrators to provision users and site collections for the enterprise. • Provide guidance on ActiveSync and BB devices configuration • Project Management assistance to coordinate migrations for multiple departments.
Assumptions	• The customer has licenses for tenant and object provisioning. • Customer is response for all Mobile device configurations required as part of the migrations • All in-scope, provision-only, users will be provisioned in a single event, which may be carried out remotely.
Out of Scope	• Password management of newly created cloud identities. • Deployment of Lync client. • Configuration of Lync hybrid coexistence along with Lync on-premises. • Any mail flow system that is not classified as simple mail flow.

Table 5: Identity Integration

Scope	• Validation of Directory Synchronization server between the customer AD DS and Office 365 Service, if required. • Update AD DS information on user objects.
Assumptions	• All users who will consume Office 365 Service are contained within 1 Active Directory forest. • The customer has a functional Directory Synchronization appliance in place.
Out of Scope	• AD DS design, installation, and configuration, including trusts and site definitions. • Multi-forest consolidation including consolidating or decommissioning existing AD DS domains or domain controllers (if any). • AD DS organizational unit restructuring, workstation migration, and group policy change within the existing AD DS domains. • Attribute changes in AD DS to allow for filtering of objects with Directory Synchronization tool. • AD DS remediation production changes required to get a complete sync. • Forefront Identity Manager Implementation or customizations to support multiple Active Directory forests. • Directory Synchronization tool customization because Directory Synchronization tool is a software appliance such that its configuration cannot be changed. • Disaster planning for Directory Synchronization tool with SQL Server software. • SQL Server software installation of Directory Synchronization tool.

Table 6: Existing O365 Tenant to Tenant Enablement

Scope	• Enable new O365 GCC tenant for production use • Provision up to 20,000 mailboxes for users who exist in the customer's Office 365 E tenant will be migrated to the Office 365 GCC tenant • Enable the tenant to tenant migration process for production transition •
Assumptions	• DirSync is required for Hybrid functionality.
Out of Scope	• Password management of newly created cloud ID's

Table 7: Exchange to Exchange Online MRS migration optimization

Scope	• Provide guidance to optimize migration throughput from on-premises Exchange environments to Office 365 • This activity is limited to up to 120 hours of assistance, related specifically to improving migration throughput from on-premises Exchange environments to Office 365, and will conclude after no more than 8 weeks after the E to G tenant migration is completed.
Assumptions	• Migration configuration implementation and changes will be completed by the customer.
Out of Scope	• Migration guidance from platforms other than Exchange

Migrate Phase

Table 8: Existing Office 365 Tenant to Tenant Email Data Migration

Scope	- Migrate up to 20,000 mailboxes from CCSF's existing E tenant to a GCC tenant - Deprovision the existing Exchange, SharePoint, and Lync Online instances from the existing E tenant - Provide onsite Support assistance for post migration issue resolution for up to 1 week after the migration event.
Assumptions	- Mailbox numbers above include user, resource and shared mailboxes - Only Exchange Online-based content considered in scope for migration is limited to the following: mail items, calendar items, folder structure, to do's, and contacts that end-users have synchronized to their server-based mailbox - All users will be migrated from the existing to new tenant as part of a single event. - The tenant to tenant migration will require an outage of while the email namespace(s) are transitioned from O365 E to the O365 GCC tenant, the O365 E tenant is de-provisioned, DirSync and Exchange Hybrid are reconfigured for the new tenant - New mailbox creation and data migrations will need to be paused starting at least one week prior to the cutover date
Out of Scope	- Migration of any client-based data such as local mail, local contacts, local journals, or local documents. - Migration of archive files outside of CCSF's Exchange Online tenant - Migration of data from personal and or other archiving systems.

1.2.2   Environments

Table 9 indicates the required environments necessary to provide the services within this SOW, including location, responsibility, and timing of those environments.

Table 9: Required Environments

Environment	Location	Responsibility	Ready by
Customer network and client devices	Customer	Customer	Start of Enable phase
Office 365 tenant	Microsoft online services	Microsoft	Start of Enable phase
Directory Synchronization	Customer	Customer	Start of Enable phase

1.2.3   Training and Knowledge Transfer

Training during this engagement is limited to informal knowledge transfer. An informal knowledge transfer is defined as customer employees, associates, or contractors working side by side with Microsoft personnel and may include activities such as:

- Whiteboard discussions
- Email threads
- Conference calls
- Facilitated meetings on technical topics

Knowledge transfer activities are secondary to completing deliverables and maintaining the project schedules. No deliverables or meeting summaries will be provided for these sessions or activities.

1.2.4   Validation Testing

Validation and testing for Office 365 Service provisioning involves a variety of collaborative efforts to verify platform readiness and feature availability are operating as planned. Microsoft will provide a test plan template for customer consideration or use in validation testing. All validation and testing services within the SOW are against the customer's production environment only, using test accounts. The customer is ultimately responsible for validating that the service meets the criteria outlined in the Office 365 Service descriptions.

Table 10 describes the types of testing performed during the project within the Office 365 production environment.

Table 10: Test Types

Test Type	Description	Responsibility	Guidance and Support
Directory Synchronization ready	Directory Synchronization is properly synchronizing AD DS objects to the service.	Microsoft	Customer
Migration validation	Within 48 hours of each migration event, users will validate features and functions of the service and report any missing in-scope functionality or in-scope data to be migrated. After 48 hours, users will be deemed as successfully migrated unless otherwise reported.	Customer	Microsoft

During the course of validation and testing, issues may occur. As issues are identified by the customer, the issue priority will be jointly agreed upon by the customer and Microsoft. The project team will triage the issue and resolve all in-scope P1 and P2 issues, as described in Table 11. Resolution may include fixing, workarounds, alternative approaches, or acceptance of the issue. Issue priorities are shown in the following table.

Table 11: Issue Prorities

Issue Priority	Description of Priority
P1	• Showstopper issue. Provisioning cannot proceed until the issue is resolved. • Must resolve as soon as possible. Issue is blocking further progress in this area. • Solution cannot continue and the project team cannot achieve the next milestone.
P2	• Issue must be resolved prior to moving to production. • Does not affect test plan completion.
P3	• Provisioning can begin, but the customer acknowledges risk and issues. • It is important to resolve the issue; however, it is possible to move forward into production with the issue unresolved.

1.3   Areas Out of Scope

Any areas that are not explicitly listed in Section 1.2 as within scope are out of scope for this engagement. The areas that are out of scope for this engagement include, but are not limited to, the following:

- Modifications to the Office 365 Service beyond the configurable options.
- Overall program and project management of customer resources.
- End-user communications, documentation, training, and change management.
- Help desk documentation and training.
- Producing customer specific reports, presentations, or meeting minutes.
- Architectural and technical documentation specific to the customer.
- Design, procurement, installation, and configuration of hardware and networking.
- Analysis of customer networks.
- Procurement, installation, and configuration of software, except as explicitly defined in this SOW.
- Configuration, packaging, and distribution of client software required for Office 365 Service.
- Management, configuration, and activation of mobile devices.
- Applying security policies on mobile devices.
- Network configuration, analysis, bandwidth validation, testing, and monitoring.
- Technical change management approval process and supporting documentation.
- Rationalization and definition of group policies for user, workstation, and server management.

- Modification of current operational model and operation guide.
- Multifactor authentication.
- Cobranding of Office 365 user interfaces.
- Decommissioning and removal of on-premises environments (like messaging and collaboration).
- Construction and maintenance of customer test environment.
- Installation of service packs and any required updates on infrastructure servers.
- Required customer on-site preparatory work (for example, as collected in remediation checklist).
- Travel to customer sites outside of the scope defined in the agreed upon services, fees, and delivery schedule.

2   Project Approach, Timeline and Work Products

2.1   Approach

During the engagement, Microsoft will work with the customer to complete the project in distinct phases, as noted in **Error! Reference source not found.**. Associated with each phase are specific milestones, which structure the completion of tasks within that phase. A summary of activities performed during each phase and in support of each milestone is detailed within this section. The duration and timing associated with this project is specified in Section 2.2, bounding the work to keep delivery on track. Exceeding the specified limits can have cost, schedule, or scope impacts. All changes will be evaluated and follow the change management process described later in this document.

Assess Phase

The Assess phase is segmented into two areas of Microsoft involvement: Assessment and Planning. Assessment is targeted at reviewing the customer's core infrastructure and analyzing the data collection. Following the completion of the assessment activities, Microsoft will host a series of targeted planning workshops to give the customer an understanding of the assessment findings, in addition to reviewing the required customer remediation activities and associated timeline for completion.

Table 12: Assess Phase Activities

Item	Description
Microsoft Activities	• Facilitate O365 MT configuration assessment. • Identify a go-forward approach of required communications (Section 2.4.1) for the transition activities to Office 365 Service. • Deliver planning workshops with customer subject matter experts (SMEs), where Microsoft will examine the following areas in our discussions.
	Milestone A1 - Infrastructure Configuration: • Domain reassignment and service assignments. • External DNS records and third-party Secure Socket Layer (SSL) certificates. • Ports, protocols, and firewall considerations and TCP port availability. • Review current target network topology, configurations, bandwidth, and latency.
	Milestone A2 - Client Operating System and Infrastructure Planning: • Rich, web, and conferencing experiences. • Considerations for extended protection for authentication.
	Milestone A3 - User Identity and Provision Planning:

Item	Description
	• Provision users and license activation. • Active Directory synchronization. • Identity federation.
	Milestone A4 – Tenant to Tenant Migration Planning: • Tenant to tenant migration planning. • Migration guidance.
Customer Activities	• Make personnel (including a capable Project Manager) and infrastructure access available to complete the necessary assessment activities. • Provide Microsoft access to necessary infrastructure outlined in the Remediation Checklist to enable service consumption. • Participate in the engagement kick-off, lead customer participants in the discovery workshops, and confirm remediation timelines. • Participate in the discovery workshops to create the customer Remediation Checklist including infrastructure, network, administration, Directory Synchronization preparation, network security, and federated identity topics. • Participate in the discovery workshops to outline the user-provisioning approach. • Participate in the discovery workshops to plan online service configuration. • Create communication and support plan for migration readiness.
Exit Criteria	• Summarize the Remediation Checklist and confirm timelines.

Remediate Phase

Following the Assess phase, the project transitions to the Remediate phase, at which time the customer is responsible for completing the necessary activities identified in the Assess phase. During this portion of the project, Microsoft resources will be disengaged from the project until all customer remediation activities have been completed, with the exception of checkpoints, based on the agreed scheduled in the Assess phase. These checkpoints will be conducted through conference calls with the customer to review progress of the remediation activities. During this phase, Microsoft will continue to validate the tenant to tenant migration process internally using test data and the customer's production data (once the 14 to 15 upgrade has completed).

Table 13: Remediate Phase Activities

Item	Description
Microsoft Activities	• Facilitate checkpoints with the customer to review progress. • Project management to monitor customer remediation activities. • Deployment Consultant assistance for customer remediation activities (Q&A time). • Assist with the running of IdFix and interpreting the results to the customer IT team.

Item	Description
	• Verify that the necessary remediation has been completed.
Customer Activities	• Perform required steps to complete remediation activities identified in the Assess phase. • Lead remediation activities through oversight of customer activities and provide status of the remediation progress. • Participate in checkpoints.
Exit Criteria	• The customer and Microsoft verify the outcomes from Remediation Checklist activities. • Agreed-upon remediation metrics to finish the phase have been achieved.

Enable Phase

Prior to beginning the Enable phase, Microsoft and the customer will verify the outcomes of the remediation activities. If all remediation activities are complete, the project will shift to the necessary activities to configure the core infrastructure for service consumption and provision the Office 365 Service for the in-scope users.

Table 14: Enable Phase Activities

Item	Description
Microsoft Activities	**Milestone E1 - Service Provision and Integration:** • Tenant activation. • Assistance with adding domain and verifying ownership. • Provide technical assistance with the configuration of ports, protocols and firewall. • Technical assistance with the configuration of DNS for in-scope services. • Assistance with changing DNS records at domain registrar. • Validate network connectivity from customer to the Microsoft online service.
	Milestone E2 - Identity Integration: • Provide guidance for customer utilization of the Directory Synchronization error remediation tool, IdFix. • Validate the configuration of the Directory Synchronization server. • Update the customer AD DS domain information on user objects.
	Milestone E3 - Messaging Enablement: • Validate autodiscover and sender policy framework records coexistence configuration. • Validate configuration of simple mail flow. • Validate configuration of Exchange Online Protection.
	Milestone E4 – Tenant to Tenant migration preparation • Provision target mailboxes in GCC tenant • Configure migration process • Capture and recreate transport rules and non-hybrid related hygiene rules from source tenant to destination tenant
Customer Activities	• Provide Microsoft access to necessary infrastructure outlined in the

Item	Description
	Remediation Checklist to facilitate service consumption.
	• Provide customer resource management support as appropriate to complete the Remediation Checklist.
	• Assist the Microsoft team in configuring network-related items to complete the Remediation Checklist.
	• Assist the Microsoft team in implementing the components of the Remediation Checklist that address directory readiness and configuration to support Directory Synchronization.
	• Assist the Microsoft team in implementing the security-related enablement items in the Remediation Checklist.
	• Assist the Microsoft team in implementing the client-infrastructure enablement activities.
	• Assist the Microsoft team in implementing the user-provisioning approach.
	• Facilitate BlackBerry Business Cloud Services for Office 365 Service.
	• Implement communication and support plan for migration readiness.
Exit Criteria	• Service provisioning and integration has been completed.
	• Identity integration has been validated.
	• Messaging setup has been validated.
	• Tenant to tenant migration process has been validated.

Migrate Phase

The final phase of the project engagement is the Migrate phase which will consist of the production cutover migration of the customer's tenant from the Enterprise to GCC service. The customer will communicate with end users throughout the migration.

Table 15: Tenant to Tenant Migrate Phase Activities

Item	Description
Microsoft Activities	Tenant to Tenant Migration including:
	• Milestone T1
	o Provision users target mailboxes in destination tenant.
	o Begin tenant to tenant migrations for mailboxes.
	• Milestone T2
	o Execute tenant to tenant delta sync migration.
	o Transition services destination tenant.
	o Activate target mailboxes.
	o De-provision source tenant
	• Milestone T3
	o Validate DirSync configuration.
	o Validate Exchange Hybrid.
	o Validate authentication configuration
Customer Activities	• General
	• Assist the Microsoft team in completing messaging migration activities.

Item	Description

- Reconfigure user workstations and devices
- Coordination with the Microsoft Migration Team.
- Document mailbox permissions and delegations before migration.
  - Tenant to Tenant Migrations
    - Customer will need to complete the standard upgrade requirements (e.g. client) for moving from E14 to E15.
    - Provide Mailbox migration schedule
    - Procure of the appropriate licensing to consume the services in scope
    - Perform all service desk, tier one and tier two support.
    - Perform migration of client-side data if applicable.
    - During migration cutover, personnel in your organization must be available to assist with managing migration activities, which often occur on evenings and weekends.
    - Individual users perform migration validation testing for their migrated mailbox.
    - Execute communication plans to inform all end users about the transition to Office 365 services and what is required of them.
  - Tenant to Tenant Migration Close Out
    - Sign off on Tenant to Tenant Migrate Phase

Exit Criteria	• Sign off on Tenant to Tenant Migrate Phase

2.2 Timeline

Table 16 details the assumed duration for Microsoft-led phases of this project. The total duration of the project can vary depending on the level of customer-led remediation required to enter the Enable phase. During the Assess phase, Microsoft will assist the customer in developing an estimated duration for the Remediate phase, which the customer will complete. All dates and durations are estimates only.

Table 16: Activities Timeline Overview

Assess Phase	Total Duration Up To 1 Weeks
Infrastructure assessment	Up to 1 week (concurrent activities)
Messaging assessment	Up to 1 week (concurrent activities)
O365 Tenant to Tenant assessment	Up to 1 week (concurrent activities)
Remediate Phase	**Total Duration: 1-3 Weeks**
Remediate activities	Customer-dependent

Enable Phase	Total Duration Up To 6 Weeks (overlaps remediate and migrate phases)
Service provisioning and integration	Up to 1 week (concurrent activities)
Environment validation	Up to 2 weeks (concurrent activities)
O365 Tenant to Tenant validation and test	Up to 6 weeks (concurrent activities)
Migrate Phase	Total Duration Up To 3 weeks (overlaps enable phase)
O365 Tenant to Tenant migration	Up to 2 weeks
Post migration support	Up to 1 week

2.2.1   Delays and Extension

The project is planned on the basis of the overall schedule described in Table 16. The customer recognizes that the project schedule must be planned in detail and actively managed while adjusting to accommodate activities, task dependencies, risks, and resource constraints. Additional fees may apply if any of the following should occur:

- Delays are incurred because of a lack of customer resource availability for meetings, providing input, or making decisions.
- Customer resources do not provide timely completion of project tasks assigned to them.
- The customer delays in providing deliverables for which it is assigned responsibility within this SOW.
- The customer requests a temporary suspension of the project.
- After completion of the Remediate phase, when Microsoft has been reengaged, it is determined that remediation steps were not completed successfully or that they need to be performed again.
- The customer chooses to terminate the project early.

More information regarding delays, suspensions, and terminations, including the associated fees, can be found in the WO.

2.3   Key Work Products

2.3.1   Key Project Work Products

The following is a list of the key work products that will be produced within the scope of this SOW.

Table 17: Work Products

Project Phase	Work Product Name	Work Product Descriptions	Outcome

Project Phase	Work Product Name	Work Product Descriptions	Outcome
Assess	Remediation Checklist	Implementation steps that Microsoft will lead with customer participation to configure the on-premises infrastructure and the online tenants for service consumption.	Checklist delivered to the customer, detailing the necessary steps to onboard the customer to Office 365 Service.
Migrate	Tenant to Tenant Migration Sign Off Document	Document of mailboxes migrated from source Office 365 E tenant to destination Office 365 GCC tenant has been completed.	All in-scope tenant to tenant mailboxes have been migrated to the destination Office 365 tenant.

No work products are associated with assistance, discussions, advice, guidance, or project status reporting.

2.4   Project Governance Approach

Microsoft will provide prescriptive guidance to your project team. You are responsible for providing overall direction and control of the project, the team and its activities, the project schedule and estimates, and the overall project success. Project success will be significantly dependent on successful and timely completion of your responsibilities and on effective collaboration between you and Microsoft.

2.4.1   Communication Plan

The following will be used to provide formal communication during the course of the project:

* The Microsoft Project Manager, working in conjunction with the customer Project Manager, will document a detailed communication plan.
* The Microsoft Project Manager, will assist the customer Project Manager with the completion of weekly status reports for distribution to both the customer and Microsoft management.
* Weekly status meetings will be held to review the project's overall status, the acceptance of deliverables, the project schedule, and open issues noted in the status report.

2.4.2   Issue/Risk Management Procedure

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 events that impact the project).
- **Analyze & Prioritize:** Assess the impact and determine the highest priority risks and issues that will be managed actively.
- **Plan & Schedule:** Decide how high-priority risks are to be managed and assign responsibility for risk management and issue resolution.
- **Track & Report:** Monitor and report the status of risks and issues, and communicate issue resolutions.
- **Control:** Review the effectiveness of the risk and issue management actions.

Active issues and risks will be monitored and reassessed on a weekly basis. Mutually agreed upon issue and risk management processes will be defined at the outset of the project.

2.4.3   Change Management Process

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

For all change requests, regardless of origin, we shall submit to you our standard Change Request Form, which shall describe the proposed change(s) to the project, including the impact of the change(s) on the project scope, schedule, fees, and expenses.

For all change requests which you originate, we shall have a minimum of 10 business days from receipt of the change request to research and document the proposed change, and prepare the Change Request Form.

You shall have 3 business days from your receipt of a completed Change Request Form to accept the proposed change(s) by having a modification to the contract executed by both parties. If a modification is not signed within the time period prescribed above, the change request will be deemed rejected and we will not perform the proposed change(s).

No change to this project shall be made unless it is requested and accepted in accordance with the process described in this section. We shall have no obligation to perform or commence work in connection with any proposed change until a modification to the contract is signed by both parties.

2.4.4   Executive Steering Committee

Overall senior management oversight and strategic direction for this project will be provided by an executive steering committee. The executive steering committee will conduct meetings on a regular basis (to be agreed upon at project kick-off). The customer's Project Manager will be responsible for coordinating and facilitating the executive steering committee agenda, meeting minutes, and status reports. The Microsoft Project Manager will provide any necessary project status information to the customer Project Manager.

The executive steering committee is responsible for:

- Making decisions on the strategic direction of the project.
- Serving as the final arbiter of project issues (refer to the escalation process in Section 2.4.5).
- Approving significant change requests.

2.4.5   Escalation Process

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 in Sections 2.4.2 and 2.4.3. The standard escalation process for review and approval or dispute resolution is outlined in the following section.

Escalation Path

- Project Team member (Microsoft or Customer)
- Project Manager (Microsoft and Customer)
- Microsoft Services Delivery Executive or Engagement Manager and Project Sponsor
- Executive Steering Committee

Guiding Principles

The escalation path and the related process will be discussed and finalized at the project kickoff; however, the following general guiding principles are expected to apply:

- Significant project issues, risks, and material change requests that cannot be resolved by the core project team will be escalated to the Project Sponsor as the final decision maker. The expectation is that the Project Sponsor will take positive action to resolve issues in a timely manner, accept or implement recommended mitigations for identified risks, and make final decisions on the disposition of proposed change requests.

- If a major unresolved item requires escalation prior to a scheduled Project Sponsor meeting, a special meeting will be scheduled, or the item will be escalated to the Sponsor in writing.
- It is understood and agreed that if the Project Sponsor does not act to resolve items that are presented to him or her in a timely fashion, project schedule slippage and increased project cost may result, which could require additional change requests.

2.5   Project Completion

Microsoft will provide services defined in this SOW to the degree funding for hours of services and period of performance allow. If customer requires services beyond these project completion criteria, a modification to the contract will be executed by the parties adding funding and revising other contract terms as needed through the Change Management Process.

The project will be considered complete when any of the following conditions is met:

1. All In Scope tasks, service documents and/or work products are completed; or
2. All funding has been utilized for hours of services delivered; or
3. The period of performance has expired; or
4. This SOW is terminated pursuant to the provisions of the agreement.

3 Project Organization and Staffing

3.1 Project Organization Structure

This section describes the overall proposed project organization structure, reporting relationships, and key project roles. The project will be organized as depicted in the following diagram.
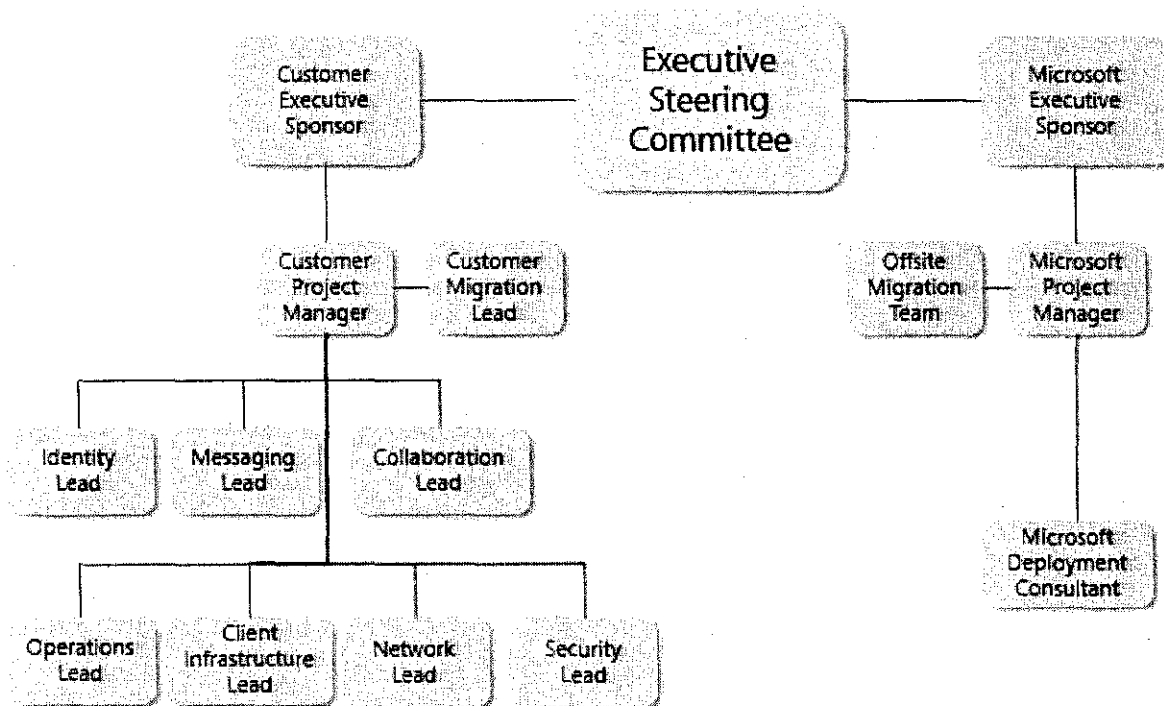
Figure 1: Proposed Project Organization Structure

3.2 Project Roles and Responsibilities

This section provides a brief description of key project roles and responsibilities.

Customer Project Roles and Responsibilities

Table 18: Customer Resource Roles

Customer Role	Responsibilities
Customer Executive Sponsor	• Makes key project decisions, serves as an escalation point for unresolved issues, and clears project roadblocks.

	• Confirms that the proper funding and support are provided for the success of the project. • Acts as the overall escalation point for change and issue management. • Acts as the advocate for end-user and internal communications.
Customer Project Manager	• Functions as the primary point of contact for the Microsoft team, for each assigned work stream. • Responsible for managing and coordinating the overall project. • Responsible for resource allocation, risk management, project priorities, and communication to management. • Manages day-to-day activities of the project. • Manages the project risk and issues register. • Coordinates the activities of the team to deliver deliverables according to the project schedule. • Creates end-user communications plan. • Organizes training.
Client Infrastructure Lead	• Participates in workshop discussions and drives activities that address client configuration for online service consumption. • Assists the Microsoft team in completing the client infrastructure enablement activities.
Network Lead	• Provides information on current network structures and plans for the data centers. • Participates in workshop discussions and drives network-related activities, including network bandwidth requirements, network performance testing, and required updates to DNS or Dynamic Host Configuration Protocol, firewalls, and IP addresses.
Directory Lead	• Responsible for the current directory implementation. • Participates in workshop discussions and drives directory-related activities including acquisition and configuration of required hardware and implementation of the user-provisioning approach.
Messaging Lead	• Responsible for the current messaging infrastructure and also integrates the Office 365 messaging environment on behalf of the customer. • Participates in workshop discussions and drive activities that address email readiness including installation and implementation of messaging environment discovery tools as required.
Migration Lead	• Participates in workshop discussion and drives activities related to migration schedule, including end-user migration groups, scheduling, and communications.
Operations Lead	• Acts as daily support as the team member responsible for the ongoing system management and recovery. • Responsible for creating policies and new operational models for the new architecture. • Creates operational guides for the new environment.
Security Lead	• Participates in workshop discussions and drives activities that address client configuration for online service consumption. • Assists the Microsoft team in implementing the security-related enablement activities.

Microsoft Project Roles and Responsibilities

Table 19: Microsoft Project Roles

Microsoft Role	Responsibilities
Microsoft Executive Sponsor	• Acts as the Microsoft customer advocate. • Might not be directly engaged with the project, but is the internal customer conduit for overall Microsoft engagement.

Microsoft Project Manager	• Acts as single point of contact for billing issues, personnel matters, contract extensions, and project status provided by Microsoft Consulting Services.
	• Initiates and facilitates the project kickoff.
	• Facilitates project reviews.
	• Gathers and assembles all project work products
	• Gathers and assembles all project management plans, project status reports, and project performance reports.
	• Facilitates project governance activities and provides advice and guidance on:
	    • Project direction and scope.
	    • Stakeholder communication issue resolution and escalation.
	• Responsible for managing and coordinating the Microsoft activities within the overall plan.
	• Responsible for Microsoft resource allocation, risk management, project priorities, and communication to executive management.
	• Manages day-to-day Microsoft activities in the project.
	• Coordinates the activities of the team to facilitate deliverables according to the project schedule.

Microsoft Deployment Consultant	• Conducts the core infrastructure assessment. • Participates in workshop discussions to contribute to the customer Remediation Checklist. • Completes the Remediation Checklist with the customer to facilitate service consumption. • Validate the Directory Synchronization tool. • Validate AD FS per standard design guidance. • Conducts migration readiness and participate in planning workshops. • Implements messaging onboarding activities including establishing hybrid deployment.
Offsite Migration Team	• Responsible for data migration completion.

4 General Customer Responsibilities and Project Assumptions

4.1 General Customer Responsibilities

Delivery of Microsoft's services depends on, among other things, the following:

- The customer's involvement in all aspects of the services.
- The customer's ability to provide accurate and complete information, as needed.
- The customer's timely and effective completion of the responsibilities, as identified in this SOW.
- The accuracy and completeness of the assumptions, identified in Section 4.2.
- Timely decisions and approvals by the customer's management.
- The customer's completion of site readiness activities (if applicable).

In addition to any customer activities identified elsewhere in this SOW, the customer will perform or provide the following:

- Assign a qualified Project Manager to plan and lead the project.
- Assign a Technical Lead to direct the technical decision making on the project.
- Participate in all aspects of the SOW services that require customer involvement.
- Provide access to information, data, systems, networks, decisions, and approvals as planned or within reasonable time frames after a request to confirm the project schedule is not negatively impacted.
- Help secure and configure hardware or software necessary for the construction of environments listed in Section 1.2.4.
- Be available to schedule and participate in meetings and progress reviews.
- Help resolve project issues, and escalate as necessary.
- Adhere to all of the specified hardware, network, and software requirements outlined in the service descriptions.
- Assign customer personnel who have the appropriate business and technical knowledge of the current environment and the communications skills necessary to participate in the project.
- Schedule and confirm the commitment of customer resources by following the project schedule.
- Provide communications, training, and support to end users.
- Failure to complete Remediate activities that are required for Microsoft to deliver its services according to the agreed upon project schedule may result in project delays.

In performing services under this SOW and the applicable WO, Microsoft will rely upon any instructions, authorizations, approvals, or other information provided by the customer's Project Manager or personnel who are duly designated by the customer's Project Manager.

All estimates regarding fees, timelines, and our detailed Solution are based on information provided by the customer to date, known documented requirements, and all of Microsoft's listed assumptions within this document being validated as true during the Assess phase of this project. They are also based on the customer and Microsoft working in partnership as described within the approach and governance sections of the document. Anything that differs materially in the information provided, the approach and governance documented, or the assumptions not being true can result in Microsoft raising a change request to cover additional work or extended durations as a direct result.

4.2   Project Assumptions

The services, fees, and delivery schedule for this project are based on the following assumptions:

- Site readiness activities from the assessment report are complete, by following the agreed-upon timelines.
- Customer has full administration permissions of any and all identity and messaging environments.
- Microsoft assumes contiguous project duration unless noted elsewhere in this SOW. Delays or stoppages in the project could subject the customer to additional fees.
- Microsoft may submit written materials to the customer to increase understanding of the relevant subject matter. Any written materials, if provided, will be provided in English, unless specified otherwise by Microsoft.
- Microsoft resources, if traveling to a customer site, will generally travel on Mondays or Fridays. Scheduling of Microsoft resources to a customer site will be agreed upon ahead of time, in consideration of a reasonable onsite time–to–travel time ratio.
- Work under this SOW may be performed remotely by Microsoft resources at Microsoft's discretion.
- Holidays and personal vacation time of involved resources could affect resource availability.
- No product (Microsoft or non-Microsoft) will be provided under this SOW. The customer is responsible for acquiring all necessary product licenses required for performance of this SOW.
- If any assumption in this section or throughout this document is violated, it will be handled as a change following our change management process.
- Failure to complete Remediate activities that are required for Microsoft to deliver its services according to the agreed upon project schedule may result in project delays.

Throughout the project, Microsoft will submit requests for decisions or feedback for the customer to complete. Decisions are assigned due dates, and it is assumed that the customer will provide the required feedback or make decisions either on the agreed–upon due date or within three business days from the date of submittal. If a decision or feedback is not provided within the due date or three business days, it will be addressed as a potential change of scope pursuant to the change management process outlined in this SOW.