

**Assess**

**Design**

**Deploy**

**Manage**

**(Company or Project) Azure Production  
Datacenter  
Landing Zone deployment and  
(Application Name) app migration**

nDivision

**7301 N. State Highway 161, Ste 100,  
Irving Texas 75039**

## **Objectives/Scope:**

(Company or Project), has an internal Line of Business application called (Application Name) that they use as (Simple definition). They have a desire to migrate the associated (Application Name) application infrastructure into Microsoft Azure, from an On-Premises datacenter. In addition to a lift and shift migration of the (Application Name) infrastructure, they want to configure and deploy Azure Site Recovery, and Backups. In addition, they want to understand if the (Application Name) SQL back-end (IaaS) can be migrated to Azure SQL (PaaS).

The outcome will be a Production ready environment that can receive additional Line-of-Business apps using a repeatable process, and the new infrastructure deployed as part of the project.

The scope of systems for the project includes the On-Premises (Application Name) infrastructure, and will require creating an Azure Migrate Project in their selected Azure subscription.

## **Project Deliverables:**

- Executive Summary – Overview of engagement scope, customer objectives being addressed, and recommendations based on the analysis in the assessment, and the final outcome of the project engagement.
- Cloud Readiness Analysis/Assessment – Use the details outlined in the Azure Migrate assessment, including the Azure Migrate project details, and any supporting customer infrastructure artifacts like documentation, diagrams, subject matter experts, etc.
- Azure Migrate assessment recommendations – The Azure Migrate assessment includes both Azure readiness information, machine dependency mapping, and a net new VM for file sharing services (right sized based on the assessment).
- Identification of all workloads for migration – The On-Premises and/or Cloud hosted infrastructure will be identified by the Customer using the available options in an Azure Migrate Project.
- Source and Target Infrastructure Diagrams – diagrams to include the final list of systems in the On-Premises or Cloud (Source) environment, the (Target) Azure Landing Zone environment, and all the supporting systems requested by the “Customer”.

*Note:* Initial high-level draft diagrams (subject to change), are available in [Appendix E](#). A detailed and more comprehensive Visio diagram is available as well, and will be included as a separate deliverable.

- Azure Pricing estimates – the estimates will be limited to the infrastructure identified in an Azure Migrate Project and the corresponding right sized resources in Azure.  
*Note:* nDivision does not own or implement any pricing of any Azure Services (Azure Migrate, Dependency Mapping, Azure Site Recovery Services, etc.).
- Azure Migration of identified Source systems – the Identified Source environment systems will be migrated to a right sized Azure Target environment. (List of servers that will be moved in this project)  
*Note:* If this includes Active database(s) systems, there will be some downtime incurred. nDivision will provide best practice migration options to accomplish this and reduce downtime as much as possible.
- Deployment and Configuration of Azure Site Recovery and Azure Backup (Azure-to-Azure) for the migrated (Application Name) application infrastructure.
- Production ready Azure environment, configured to customer requirements that is available for

additional migrations, or net new deployments.

**Timeline:** The estimated total project time, which is dependent on availability of resources from (Company or Project) on a daily basis, from the SoW being finalized, through to the final Phase of the project is (~10 – 12 weeks) – The timeline estimate can be adjusted depending on the final scope and availability of resources within (Company or Project).

Sincerely,

**nDivision**

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✓ ..... 23

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## Statement of Work

This Statement of Work (“SOW”) is between nDivision Services Inc located at 7301 N. State Highway 161, Ste 100, Irving Texas 75039 (“nDivision”), and **(Company or Project)** located at **(Company Address)** (“Customer”) for the services described in this SOW (individually, the “Service” or collectively, the “Services”) and is effective as of the date last executed in the Signature section below.

The following statement of work will be used as a model for project flow and a checklist for task completion.

Phase	Tasks
<p><b>Phase 1</b> – Prepare an Azure Migrate project</p>	<ul style="list-style-type: none"> <li>• Create Azure Migrate project in “Customer” Azure subscription               <ul style="list-style-type: none"> <li>• “Customer” to identify all Source system specifics for (Source) environment using available Azure Migrate Project options.</li> </ul> </li> <li>• Finalize list of (Application Name) servers for the assessment and migration               <ul style="list-style-type: none"> <li>• The assessment must include all associated (Application Name) servers, including the shared file server resource.</li> </ul> </li> <li>• Create the required (Source) environment infrastructure for Azure Migrate Analysis and data collection               <ul style="list-style-type: none"> <li>• This generally requires a virtual appliance for collection that communicates data to the Azure Migrate project.</li> </ul> </li> <li>• Create the required Azure resources for machine dependency mapping for all the discovered servers.</li> <li>• Run the discovery and collection in the (Source) environment for ~2 weeks – this will collect performance metrics from all the (Application Name) systems in order to provide a High confidence for Azure target VM right sizing.</li> <li>• <i>Checkpoint:</i> Validate all (Source) systems for the (Application Name) infrastructure are available in the Azure Migrate project and machine dependency mapping.</li> </ul>



**Phase 2 – Azure Migrate assessment and machine dependency analysis and review**

- *Prerequisite:* All servers for the Azure Migrate assessment are showing up in the Azure Migrate project and machine dependency mapping.
- Review the machine dependency mapping to confirm the infrastructure and all the inter-server communications.
  - Ensure all the required application ports are identified and understood. This detail will be used later in the Azure target resource configuration.
- Create the Azure Migrate assessment for all the servers that comprise the (Application Name) application infrastructure. The “Customer” will confirm which servers will be migrated.
  - (Server Names).
- Create an infrastructure diagram with details about the on-premises (Application Name) application infrastructure to include the following:
  - Network details
  - Active Directory domain details
    - Are the (Application Name) server’s domain joined?
    - Do the (Application Name) services ((Application Name), IIS, File Shares, SQL, etc.) use domain Authentication and Authorization (AuthN/AuthZ)?
- Review the Azure Migrate assessment, machine dependency mapping, and on-premises infrastructure diagrams with the “Customer”.
  - The Azure Migrate assessment and infrastructure details are used to create the migration plan in the next phase.
- *Checkpoint:* Validate all (Source) systems have been identified for the (Application Name) infrastructure, and finalize the servers that will be lift and shift migrated in Phase 5.



**Phase 3** – Create a migration plan for the (Application Name) application infrastructure

- *Prerequisite:* All (Application Name) servers for migration have been validated by the “Customer” in the Azure Migrate assessment review.
- Create a Target infrastructure diagram with all the Azure resources required for the initial lift and shift migration. This will include other resources to meet specific customer requirements including the following:
  - Azure Bastion to manage RDP and SSH access
  - Azure Key Vault for storage of cryptographic keys and secrets related to Azure Disk Encryption
  - Azure Sentinel for Security Information Event Management (SIEM)
  - Azure Site Recovery resources
  - (Application Name) application File Server VM (net new IaaS resource required for (Application Name))
- Create a migration plan with timelines and estimated downtime.
- “Customer” to create post-migration smoke testing plans for functional validation of the (Application Name) application. This must include the acceptance criteria that must be met to signal a successful migration.
  - nDivision can help validate platform availability and access during smoke testing and functional validation.
- Create Resource Groups
- Create Virtual Network and Subnets
- *Checkpoint:* Review and finalize the (Application Name) application migration plan and Azure infrastructure diagrams with the “Customer”.
  - “Customer” to validate all of the Target resources based on the Azure requirements and feature mapping (See [Appendix C](#))
  - “Customer” to select a final Azure region to create the (Application Name) resources.



<p><b>Phase 4</b> – Create Azure Landing Zone infrastructure and resources in the Azure subscription</p>	<ul style="list-style-type: none"> <li>• <i>Prerequisite:</i> Migration plan finalized by “Customer”, Azure subscription for resources is available, and Azure region is selected.</li> <li>• Create Azure Bastion resources</li> <li>• Create Azure Site Recovery and Azure Backup resources for Azure-to-Azure BCDR</li> </ul> <p><i>Note:</i> Final configuration of ASR and Azure Backup will not be completed until the resources are migrated from on-premises to Azure.</p> <ul style="list-style-type: none"> <li>• Create Azure Key Vault</li> <li>• Create (Application Name) shared File Server VM</li> </ul> <p><i>Note:</i> If (Company or Project) has an Enterprise naming convention, that can be used and adapted with cloud naming best practices.</p> <ul style="list-style-type: none"> <li>• “Customer” to install and configure required Azure Migrate software providers for all on-premises (Application Name) servers.</li> <li>• “Customer” to replicate all on-premises (Application Name) servers to Azure.</li> <li>• <i>Checkpoint:</i> Review the deployed Azure target infrastructure with the “Customer”, and the Azure Migration replication health.</li> </ul>
<p><b>Phase 5</b> – Migrate the (Application Name) application servers into Azure</p>	<ul style="list-style-type: none"> <li>• <i>Prerequisite:</i> Azure infrastructure deployed and configured, and (Application Name) server replication is healthy.</li> <li>• Run the full migration of the (Application Name) servers to Azure.</li> <li>• “Customer” to smoke test the (Application Name) application during post-migration for functional validation.</li> <li>• <i>Checkpoint:</i> Does the migrated (Application Name) application pass the smoke testing and functional validation? <ul style="list-style-type: none"> <li>• If there is a failure, determine what the severity of the issue and whether it warrants a roll-back to on-premises.</li> </ul> </li> </ul>



**Phase 6 –**  
Configure and test  
Azure Site  
Recovery and  
Azure Backup for  
(Company or  
Project) BCDR

- *Prerequisite:* The migrated (Application Name) application infrastructure in Azure has passed smoke testing and functional validation.
- “Customer” to deprecate the associated (Application Name) Source systems.
- “Customer” to share their current BCDR business requirements for the (Application Name) application for the purposes of understanding how to best configure and utilize Azure Site Recovery and Azure Backup
  - The business requirements will drive the final ASR and Azure Backup configuration and testing.
- Review the Azure Site Recovery (Azure to Azure) plan with the “Customer” and validate it meets the business requirements for Backup/Restore.
  - ASR will provide regional geo-redundancy in the event of disaster in the primary region.
- “Customer” to define the Backup/Restore scenarios they currently have for the (Application Name) application.
  - Azure Backup is complementary to ASR, and is used to meet specific requirements for BCDR outside of a regional disaster.
- Review the Azure Backup plan with the “Customer” and validate it meets the business requirements for Backup/Restore.
- Configure Azure Site Recovery and Azure Backup as defined in the validated plans.
- *Checkpoint:* Validate that the ASR and Azure Backup configuration and plans meet the business requirements for BCDR.
- Azure Site Recovery (Azure-to-Azure) live test
  - “Customer” to define the (Application Name) application smoke testing and functional validation during a failover event.
- Azure Backup live test
  - “Customer” to define the backup/restore scenarios they wish to test for Azure Backup.

	<ul style="list-style-type: none"><li>• <i>Checkpoint:</i> Validate that the Azure Site Recovery and Azure Backup testing has been completed.</li></ul>
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## Project Pricing

Project Phase	Labor and Expense Total
Phase 1 – Prepare an Azure Migrate project	\$5,000.00
Phase 2 – Azure Migrate assessment, machine dependency analysis and review	\$10,000.00
Phase 3 – Design Azure Landing zone and create migration plan for the application	\$30,000.00
Phase 4 – Deploy Azure Landing Zone infrastructure and resources in Azure subscription	\$8,000.00
Phase 5 – Migrate the (Application Name) application servers into Azure	\$8,000.00
Phase 6 – Configure and test Azure Site Recovery and Azure Backup for (Company or Project) BCDR plan	\$8,000.00
<b>Proposal Total</b>	<b>\$69,000.00</b>



## Project Notes and Assumptions

The assumptions related to the Services being performed include:

- Work will be performed remotely between nDivision consultant and Quality Systems International.
- It is the responsibility of the customer to understand the implications associated with any change made to the production environment including downtime.
- Outside services or resources not provided by nDivision are considered an expense for the project. These items can include software, hardware, professional services, etc. These items will be passed through to the client along with any fees for any time incurred by nDivision in relation to the outside services or resources.
- All hardware will be accessible to nDivision with connectivity rights as needed.
- nDivision has adequate access to and assistance from Customer resources.
- All necessary access to software will be provided to nDivision for review and documentation.
- Any needed licensing history and licensing plans will be provided to nDivision for review and documentation.
- Continuous Customer work effort and adherence to project timeline throughout the course of the project.
- Customer understanding of existing systems and knowledge of internal infrastructure.
- Neither on-site nor remote days are guaranteed to be contiguous
- The project will involve 'transfer of knowledge'. The purpose of knowledge transfer is to explain the solution implementation and provide general operational guidance. Clients without previous experience in the technology should not expect to become proficient as a result of knowledge transfer. Proficiency can only be achieved through formal training and experience.
- A Designated Project Manager to whom all nDivision communication will be addressed and who has the authority to act for the company in all aspects of the project including sign off at project completion. This person will serve as the interface between the nDivision project team and all the



departments participating in this project; obtain and provide information, data, decisions, and approvals in a timely manner; and resolve any deviations from project plans requested by Customer.

- Access to the Internet from systems involved in the project to facilitate downloads of any necessary drivers, patches, updates, etc.
- Acknowledgement that customer is responsible for the actual content of any data file, selection, and implementation. nDivision accepts no responsibility for lost or damaged data.
- Project personnel will be available for any breakout or interview session.
- Readily available security escorts if required.



## Commercial Terms

### Change Control

If during the implementation of the project, other tasks are identified which are not included in the SOW in this proposal and are prerequisites for a successful implementation, these tasks shall be subject to the Project Change Request form identified in Appendix B.

### Project Timeline

Upon receipt of a purchase order or written approval to proceed, nDivision will schedule the resources for the project and work with Customer to determine a suitable start date, coordinate the requirements for their resources, and to agree to a detailed project plan including key milestone dates. nDivision will perform the tasks listed in the SOW in full one day engagements. Half day engagements may be scheduled well in advance at the discretion of nDivision.

### Competencies

Each engineer to be used for this project will meet the following requirements:

- He or she will be experienced with Business Continuity and Disaster Recovery environments
- He or she will be trained and certified in Business Continuity and Disaster Recovery assessments
- He or she has provided knowledge and expertise in Business Continuity and Disaster Recovery environments.

### Payment Terms

Upon acceptance of this SOW, nDivision will invoice the Fixed Price Fee in full. Payment terms are net 30 days. Appendix A identifies the Project Completion Form to be signed by a duly authorized employee of the Customer, which will signify that the tasks in the SOW have been successfully carried out to the Customer's satisfaction.

### Taxes

All fees charged by nDivision for the Services are exclusive of all taxes and similar fees now in force or enacted in the future imposed on the transaction and/or the delivery of the Services, all of which Customer will be responsible for and will pay in full, except for taxes based on nDivision's net income.

### Travel Expenses

All travel and expense costs envisaged in this SOW are included in nDivision's pricing. However, additional T&E expenses may be required as part of any additional tasks identified through Change Control.



## **Data Backup**

Customer will complete a backup of all existing data and programs on affected systems prior to nDivision arriving at the location to deliver this Service. **NDIVISION WILL HAVE NO LIABILITY FOR LOSS OR RECOVERY OF DATA OR PROGRAMS.**

## **Customer Responsibilities**

- Customer shall appoint a Project Manager as the main point of contact for nDivision personnel to liaise with in relation to the project implementation. This Project Manager will have the authority to make project decisions and represent the customer in all matters related to this SOW.
- Customer personnel will actively participate in this engagement, and individuals with relevant domain, business, and/or technical expertise will be available as required.
- Customer shall provide access to facilities and computer systems as required for the nDivision consultants to perform tasks as outlined in this SOW.
- Customer will make reasonable facilities accommodations for nDivision personnel. Additionally, Customer will provide a suitable environment for training sessions.
- Customer will be responsible for, and assumes the risk of any problems resulting from the content, completeness, accuracy and consistency of any data, materials and information supplied by Customer.
- Customer will acknowledge receipt and acceptance/rejection of all deliverables, including signed time sheets, associated with this SOW within ten business days of delivery. If such acknowledgment is not received within this period, all deliverables will be deemed acknowledged and accepted. Customer shall use the Project Completion Form attached as Appendix B to indicate acceptance of satisfactory completion of this engagement.

## **nDivision Responsibilities**

- nDivision may use subcontractor resources to assist with this project. Such resources shall be bound by nDivision's obligations under the terms and conditions of this SOW.
- nDivision warrants that the services to be performed under this SOW will be done in a workmanlike manner and shall conform to standards of the industry. Customer must notify nDivision of any failure to so perform within ten days after the completion of the services.
- nDivision's entire liability and Customer's sole remedy for nDivision's failure to so perform shall be for nDivision to, at its option, to either use reasonable efforts to correct such failure, and/or terminate this SOW and refund that portion of any fees received that correspond to such failure to perform.



**Liabilities**

In no event will either party be liable or responsible to the other for any type of incidental, punitive, indirect or consequential damages, including, but not limited to, lost revenue, lost profits, replacement goods, loss of technology, rights or services, loss of data, or interruption or loss of use of service or equipment, even if advised of the possibility of such damages, whether arising under theory of contract, tort (including negligence), strict liability or otherwise. Notwithstanding anything to the contrary in this Agreement, nDivision's liability to Customer for any reason and upon any cause of action or claim in contract or tort, including without limitation breach of this agreement or any warranty hereunder, regardless of form of action, shall not exceed the services fee under this agreement.

**Non-Solicitation**

During the project and continuing through two years following the completion of this project, Customer agrees that it will not, and will ensure that its affiliates do not, directly or indirectly, solicit or attempt to solicit for employment any persons employed by nDivision or contracted by nDivision to provide the services to Customer.

**Jurisdiction**

The parties hereto agree that any suit, action or proceeding seeking to enforce any provision of, or based on any matter arising out of or in connection with, this agreement or the transactions contemplated hereby shall be brought exclusively and only in the United States District Court for the Northern District of Texas or any other Texas State court sitting in the County of Dallas, Texas.

**Entire Agreement**

This agreement, including all documents incorporated herein by reference, constitutes the complete and exclusive agreement between the parties with respect to the subject matter hereof, and supersedes and replaces any and all prior or contemporaneous discussions, negotiations, understandings and agreements, written and oral, regarding such subject matter. Any additional or different terms in any purchase order or other response by Customer shall be deemed objected to by nDivision without need of further notice of objection, and shall be of no effect or in any way binding upon nDivision.



**SOW Acceptance**

<b>Customer</b>		<b>nDivision</b>	
By:		By:	
Name:		Name:	
Title:		Title:	
Date:		Date:	



# Appendix A – Project Completion Form

## Project Completion Acknowledgement

By signing this form, Customer acknowledges that the project has been satisfactorily completed by nDivision and that all outstanding payments related to project are now payable under the terms of the relevant proposal provided to Customer.

Customer:	Engagement ID#:
Project Name:	Project Description:

Signature:	
Printed Name:	
Title:	
Date:	



## Appendix B – Project Change Request Form

### Project Change Request

By signing below, Customer and nDivision agree to alter the scope of work to be performed under the current terms of the Statement of Work dated [date] as outlined below. Customer accepts that the service charge detailed below shall become payable to nDivision within net 30 days from completion of the deliverables.

Customer:	Engagement #:
Project Name:	Specific Deliverable(s):
Estimated number of hours [        ] at [\$        ] per hour  (nDivision will not exceed this number of hours in attempting to provide the Specific Deliverables. If additional time is required, this will be agreed with the Customer and will be subject to a separate Project Change Request)	
Fixed Price charge [\$        ]  (this is to be completed if the additional work is not being completed on an hourly basis)	

Customer	nDivision Services Inc.
Printed Name	Printed Name
Signature	Signature
Title	Title
Date	Date



## Appendix C – (Company or Project) cloud requirements and feature mapping

Table 1. (Company or Project) requirements and Azure feature mapping

(Company or Project) requirement	Azure feature	Meets requirement (✓/✗)
Encryption at rest (IaaS)	Azure VM encrypted disk	✓
Encryption at rest (PaaS)	Azure App services (server side with service managed key), Azure SQL TDE	✓
Micro-segmentation	Azure Network Security Group (NSG), deny access by default policies require explicit rules to be created to allow access to resources.	✓
Audit logs	Azure Sentinel connects to data sources that provide application and security event information.	✓
No single point of failure	Local region availability zones, geo-redundancy across regions, and backups.	✓
Offsite DR	Site recovery to another region.	✓
Must have offsite backup	Backups sent to another region.	✓
DR and backups need to be verified at least twice a year	Project validation includes the process for a single failover, failback, and backup restore. This can be performed as many times at (Company or Project) requires after the project.	✓
Employ software defined network for achieving micro-segmentation and DMZ zones	The (Application Name) <sup>®</sup> app migration will include the implementation of software defined networking using network security groups. A DMZ can be deployed by the customer if and when required by using Azure firewall.	✓

## Appendix D – (Application Name) Server List Table

“Customer” to fill in actual host names and OS info during project.

Computer Name	Operating System	Migrate (Yes/No)

## Appendix E – (Application Name) application migration diagrams

All of the following diagrams are subject to change and will be reviewed and updated in each applicable phase of the project.

Figure 1. (Application Name) app migration

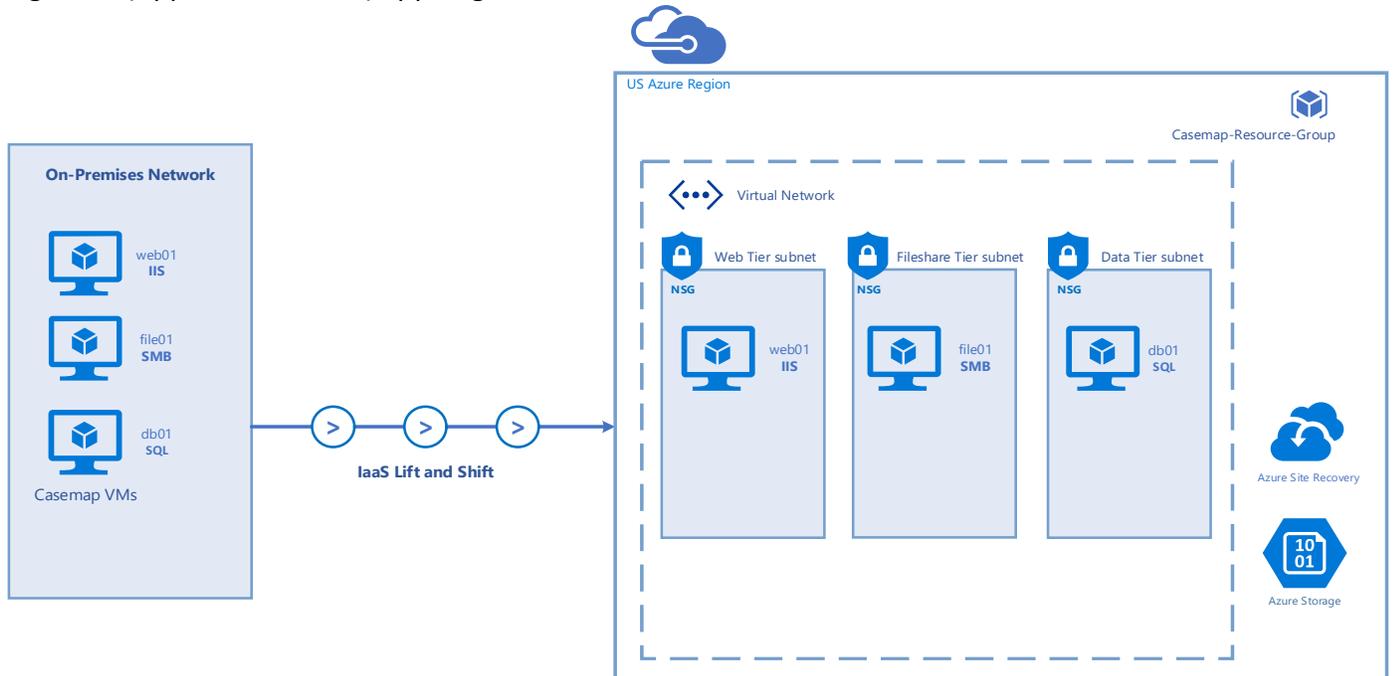


Figure 2. Azure Landing Zone infrastructure

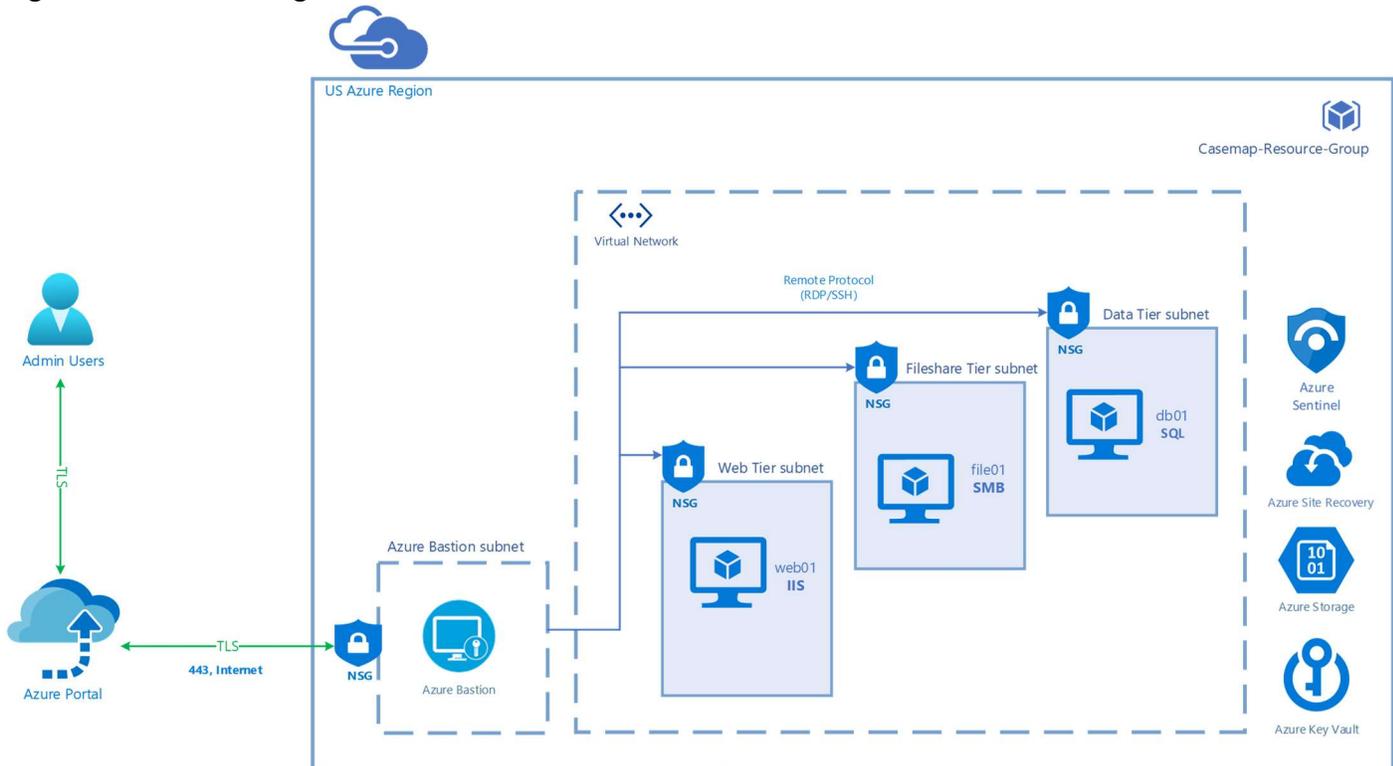


Figure 3. Azure Site Recovery (ASR) Azure-to-Azure

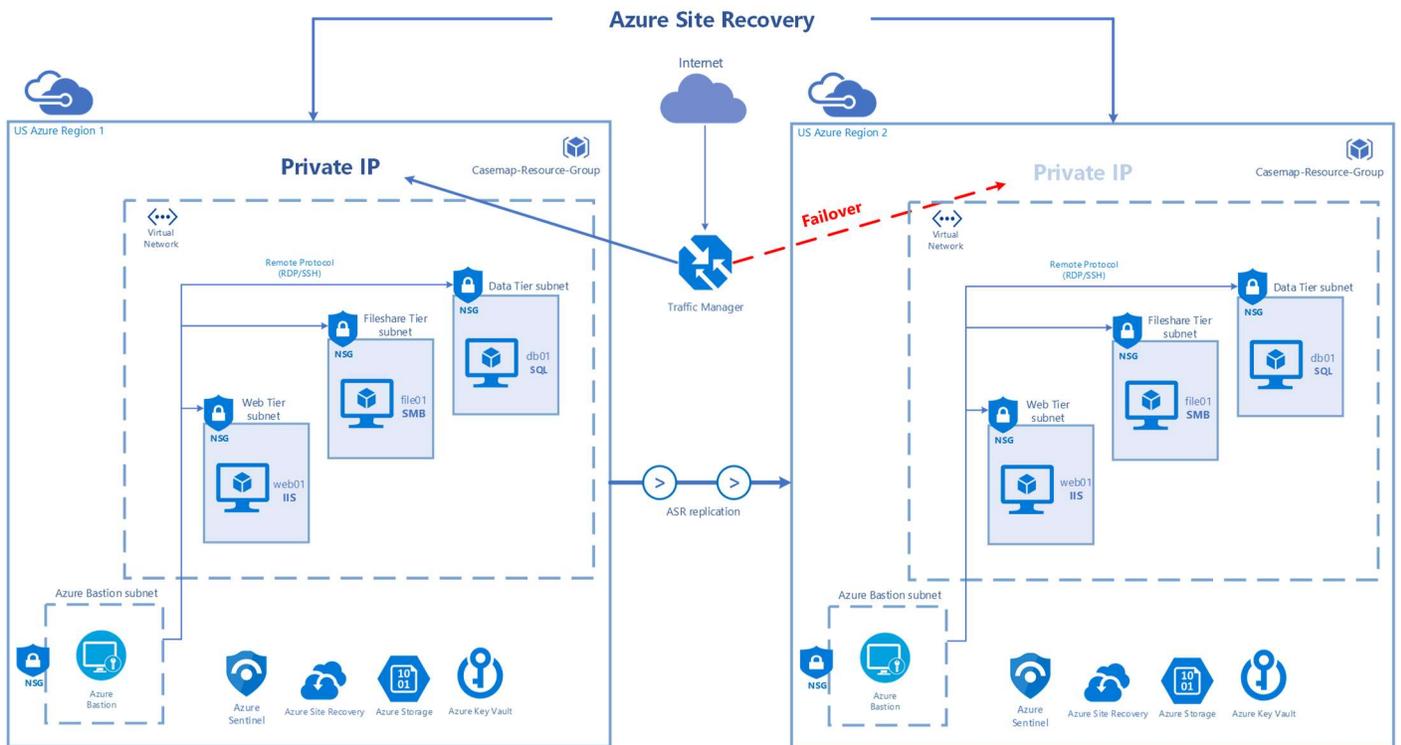


Figure 4. Azure backup and restore (Azure-to-Azure)

