

Reseller SoftLayer Cloud Migration Service

Statement of Work

Date: Friday, February 5, 2016



Ingram Micro Contacts:**Sales**

IM Sales Name
IM Sales Number

Project Management

IM PM Name
IM PM Number

Reseller Contacts:

Reseller Contact Name
Reseller Contact Number

Customer:

Customer Name
Customer Number

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1. Introduction

This Statement of Work (“**SOW**”) is entered into on [Date] (the “Effective Date”) by and between Ingram Micro, Inc. (“**Ingram**”), a Delaware corporation, located at 3351 Michelson Dr. #100, Irvine, CA 92612 , and Reseller (“**Reseller**”), located at Reseller Address, Reseller City, State Zip pursuant to that certain Professional Service Supply Agreement (“**PSSA**”) by and between the Parties and dated [Publish Date].

To the extent there are any conflicts or inconsistencies between the PSSA and this SOW, the provisions of this SOW shall govern and control, but only with respect to this SOW. Capitalized terms used herein and not defined shall have the meanings ascribed thereto in the PSSA.

System and product names described in this document are not always accompanied by their trademark symbols (™, ®). All other trademarks are the property of their respective owners.

2. Definitions

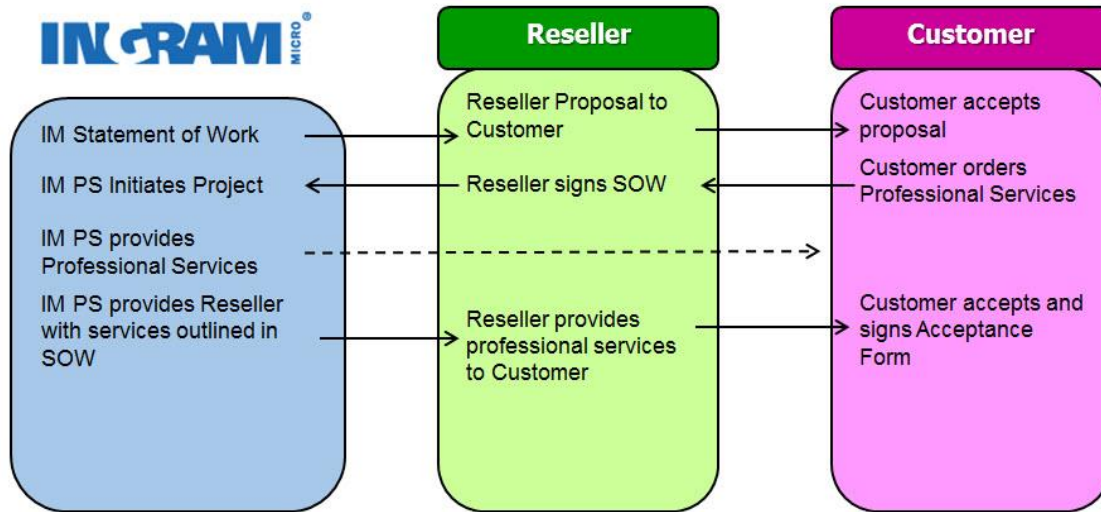
“**Customers**” means Reseller’s customer who is authorized to receive or use the service or solution described in this SOW.

“**Normal Business Hours**” are Monday-Friday, 8:00am to 5:00pm local time excluding state, local and national holidays.

3. Engagement Overview

The SoftLayer Cloud Migration Service is designed to migrate identified customer workloads to the SoftLayer cloud. Ingram Micro will work in conjunction with the Reseller and End Customer to validate a migration plan for the identified workloads, provision the SoftLayer environment, migrate the workloads and assist with the final cutover to the SoftLayer environment. Ingram acts as the trusted provider on behalf of the Reseller, while the Reseller’s relationship with its Customer is unchanged as the trusted advisor, retaining the relationship and contract with the Customer.

Reseller Maintains Relationship with Customer



4. SoftLayer Cloud Migration Service

The SoftLayer Cloud Migration Service provides companies with the services they need to migrate applications and their associated data, or Workloads, to the Cloud. Ingram will provide project management and engineering services to validate migration candidates, plan the migration, provision the target environment and migrate the workloads to the cloud.

5. Scope of Work

Ingram will provide its engineering services to the Customer, on behalf of the Reseller. The SoftLayer Cloud Migration service will be executed based upon information provided by the Reseller and the Customer, including detailed information of the workloads to be migrated. Ingram will rely on the information provided by the Reseller and the Customer and the migration may be delayed if information is incomplete, inaccurate or out of date.

Cloud Migration Services Outline

1. Work with Reseller and End Customer to identify the specific Workloads to be migrated.
2. Validate a migration and cutover strategy in conjunction with Reseller and End Customer.
3. Provision the associated SoftLayer environment
4. Migrate identified workloads
5. Assist the Customer and Reseller with the final cutover of the workloads.
6. Review completed project.

6. Project Management and Deliverables

The SoftLayer Cloud Migration Service will be conducted at the following location: Site Address, Site City, State Zip.

An Ingram Project Manager will schedule, coordinate and assist Ingram personnel assigned to the Cloud Migration Services Project. The Project Manager will communicate regularly with Ingram personnel and be the single point of contact with the Reseller's assigned personnel to manage the project.

The following tasks will be performed as part of the Cloud Migration Services.

Project Management

- 1) Coordinate Project Kickoff meeting
 - a) Review requisite documentation required for the SoftLayer Cloud Migration
 - b) Discuss objectives, and level of engagement required by various Customer business owners, IT staff and Ingram personnel
- 2) Create and maintain responsibility for the Project Plan/Schedule if needed
- 3) Coordination of all Ingram resources required to complete the project.
- 4) Provide project status updates as needed
- 5) Schedule and conduct project calls as needed
- 6) Schedule and conduct Project Closing call

Migration Planning:

- 1) Identify workloads. For each Client Workload in source environment, Ingram will require:
 - a) IP address or DNS name
 - b) Credentials for discovery (SSH keys for Linux and username/password for Windows)
 - c) Workload Image Size (RMM can be used to discover)
 - d) Size of disks and partitions (RMM can be used to discover)
- 2) Define where the RMM will be installed
- 3) Determine network connectivity to origin & target environments
- 4) Determine network topology in origin & target environments
- 5) Identify other Migration processes and constraints
 - a) Storage Requirements and Staging (Temporary Storage Required)
 - b) WAN
 - i) Understand positioning, speed, and availability of the WAN
 - ii) Estimate the time to transfer the Images.
 - c) Local
 - i) Local Capacity Availability
 - ii) External Storage Connectivity
- 6) Determine Target environment (for each Client Workload)
- 7) Server groupings or servers that work together (moved together) RMM can create port map of interrelated workloads
- 8) Migration groupings and waves
- 9) Migration timeframe
- 10) Migration Windows
- 11) Cutover Requirements

Migration

- 1) Live capture of the system images and local disks for each wave/group of applications
- 2) Provision new systems in destination
- 3) Assign workloads in destination
 - a) Configuration in destination
 - b) Configure new IP addresses
- 4) Synchronize local data between source and destination post migration

7. Reseller and Customer Responsibilities

In the delivery of the service, the Reseller and Customer responsibilities will be to provide:

- a. Provide technical and business points of contact for Ingram Micro
- b. Workload technical information gathering
- c. Validation
- d. Turn on, test and verify new environment

8. Ingram's Responsibilities

In the delivery of the service, Ingram' responsibilities will be to provide:

- a. Provide Project Management services
- b. Provide Migration services for identified workloads as outlined in Section 6

9. Assumptions

In the delivery of the service, Ingram makes the following assumptions:

- a. IM will be provided with necessary Customer IT and business contacts to report any necessary information during the project
- b. Customer will respond in a timely manner to requests for information. Any delays may cause delays in the agreed to timeline
- c. Project will begin approximately two weeks after the SOW is signed, on a mutually agreeable date
- d. If there is a schedule delay not exclusively caused by Ingram, or a change in scope or deliverables, there may be a mutually agreed to price increase

10. Out of Scope

The following activities are out of scope;

- a. Application installation or testing
- b. End User coordination
- c. Domain administration or changes
- d. Network Administration or Changes
- e. SAN migration
- f. Disaster Recovery planning or design

11. Site Readiness

RMM Requirements

- VM for RMM. 1 CPU, 4G Memory, 40G Disk
- Provisioned VMs for RMM software at destination
- Network access to Customer systems
- Temporary storage area for images – Options include the same server as RMM, networked storage. Recommend 1.5x of the total image size (temp work space) for each wave/group.

12. Pricing

Below is the pricing breakdown for the Cloud Migration Services. Pricing is based on number of calls and number of emails.

Service	Qty	Cost
Workload migration		\$0
	Total	\$ -

13. Change Order to Statement of Work

Requests by Reseller, which are outside the scope of this SOW are subject to the change order process referenced in Section 5 of the PSSA using the form in Appendix B.

14. Expenses

Reseller shall pay Ingram for all expenses (including travel and any necessary rental equipment) incurred in connection with the performance of this Statement of Work, in accordance with Section 4 of the PSSA. These expenses will be invoiced as they occur.

15. SOW Acceptance

As a duly authorized representative, I hereby acknowledge, accept and authorize this statement of work.

Ingram Micro, Inc.

Reseller

By: _____

By: _____

Name (printed): _____

Name (printed): _____

Title: _____

Title: _____

Date: _____

Date: _____

Appendix A

MILESTONE/SERVICE COMPLETION CERTIFICATE

RE: Statement of Work dated _____ between Ingram Micro Inc. (“Ingram”) and Reseller (“Reseller”)

Pursuant to the above referenced Statement of Work, Reseller hereby certifies, by the signature of an authorized representative, that the Milestone/Service described below has been completed in a satisfactory manner on the date indicated below, and in accordance with the terms of the SOW:

Milestone/Service

Date

Reseller Purchase Order Number: _____

Ingram Sales Order Number: _____

SOW/ Project ID Number: _____

Dollar Amount of Services Completed: _____

Dollar Amount of T&E: _____

Project Complete (Yes/No): _____

Submitted by:

Acknowledged and Agreed:

INGRAM MICRO INC.

Reseller

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Appendix B

CHANGE REQUEST

RE: Statement of Work dated [Publish Date] between Ingram Micro Inc. (“Ingram) and Reseller (“Reseller”)

In reference to the Section titled “Change Management Procedures” of the above referenced Statement of Work, both parties hereby certify, by the signature of an authorized representative, that this Change Management Request will amend and be fully incorporated into the Statement of Work (SOW).

1. **Change Request Number:** _____
2. **Reason for Change Request:**
3. **Changes to SOW:**
4. **Schedule Impact:**
5. **Cost Impact:**

SOW/Change Request	<i>Services</i>	<i>T&E</i>	<i>Total</i>
a. Original Value of SOW	\$0.00	\$0.00	\$0.00
b. Value of Change Request No. 1	\$0.00	\$0.00	\$0.00
c. New Value of SOW:	\$0.00	\$0.00	\$0.00

6. Purchase Order Issuance (if applicable): Reseller shall issue a written Purchase Order to Ingram, or shall issue an amendment to its original Purchase Order issued under this SOW, for the total amount of **\$0.00**.

Except as changed herein, all terms and conditions of the SOW remain in full force and effect.

IN WITNESS THEREOF, the duly authorized representatives of the parties hereto have caused this Change Request to be fully executed.

INGRAM MICRO INC.
 By: _____
 Name: _____
 Title: _____
 Date: _____

Reseller
 By: _____
 Name: _____
 Title: _____
 Date: _____