

STATEMENT OF WORK

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PREAMBLE

This Statement of Work accompanies an Agreement that has been executed by the parties. All statements of fact contained in this Statement of Work are subject to the terms and conditions set forth in such Agreement. The terms and conditions set forth in the Agreement control in the event of any inconsistency between such terms and conditions and the matters set forth in this Statement of Work.

1.0 Scope and Deliverables

SBCERA is interested in ICMI Senior Consultant assistance with Telephony implementation.

Implementation Timeline: ICMI estimates this project to be completed within 16 weeks upon signed agreement. This assumes timely access to information and resources.

Weeks

1-2:	Pre-implementation readiness
3-14:	Project Management implementation liaison. Routing and design Cutover readiness
15-16:	Post implementation support Troubleshooting Project closeout.

2.0 Price and Payment

Payment for services is a fee of \$18,000 USD, fixed price.

Work may not be scheduled or commence until the SOW and signed Master Agreement are received by ICMI. Any additional work that is required outside the scope of this SOW requires written approval by both Client and ICMI as described in the Change Control Process detailed in Section 4 below.

2.1 Invoices

Services will be invoiced according to the following payment schedule:

Exhibit D: Page 2

Payment Schedule (Assessment):

SOW received & before work commences: 100% of total services fee \$18,000

2.2 Payment

Payment is due within thirty (30) days after date of invoice. Client may not withhold any amounts due hereunder and ICMI reserves the right to cease work without prejudice if amounts are not paid when due. Any late payment will be subject to any costs of collection (including reasonable attorney's fees) and will bear interest at the rate of one (1) percent per month or fraction thereof until paid.

3.0 Expenses

The price quoted for the Work does not include reasonable consultant travel and expenses. Client will be billed for actual expenses.

4.0 Change Control Process

The Change Control Process is the process which shall govern changes to the scope of the Project during the life of the Project. The Change Control Process will apply to new components and to enhancements of existing components. The Change Control Process will commence at the start of the Project and will continue throughout the Project's duration. Additional procedures and responsibilities may be outlined if mutually accepted by both Client and ICMI.

Under the Change Control Process, a written Change Request will be the vehicle for communicating any desired changes to the project. It will describe the proposed change; the reason for the change and the effect the change may have on the Project. The requesting party will submit a written Change Request to the other party. ICMI will supply the appropriate Change Management documents.

Both ICMI and Client will review the Change Request and approve it for estimation or reject it. The estimation will be as agreed upon in writing by ICMI and Client. The estimation will be used to determine the effect that the implementation of the Change Request will have on the cost and schedule of the Project.

UBM, LLC

SBCERA, Inc.

By: _____
Name: Todd Piccuillo
Title: ICMI Services Sales Director

By: _____
Name: _____
Title: _____