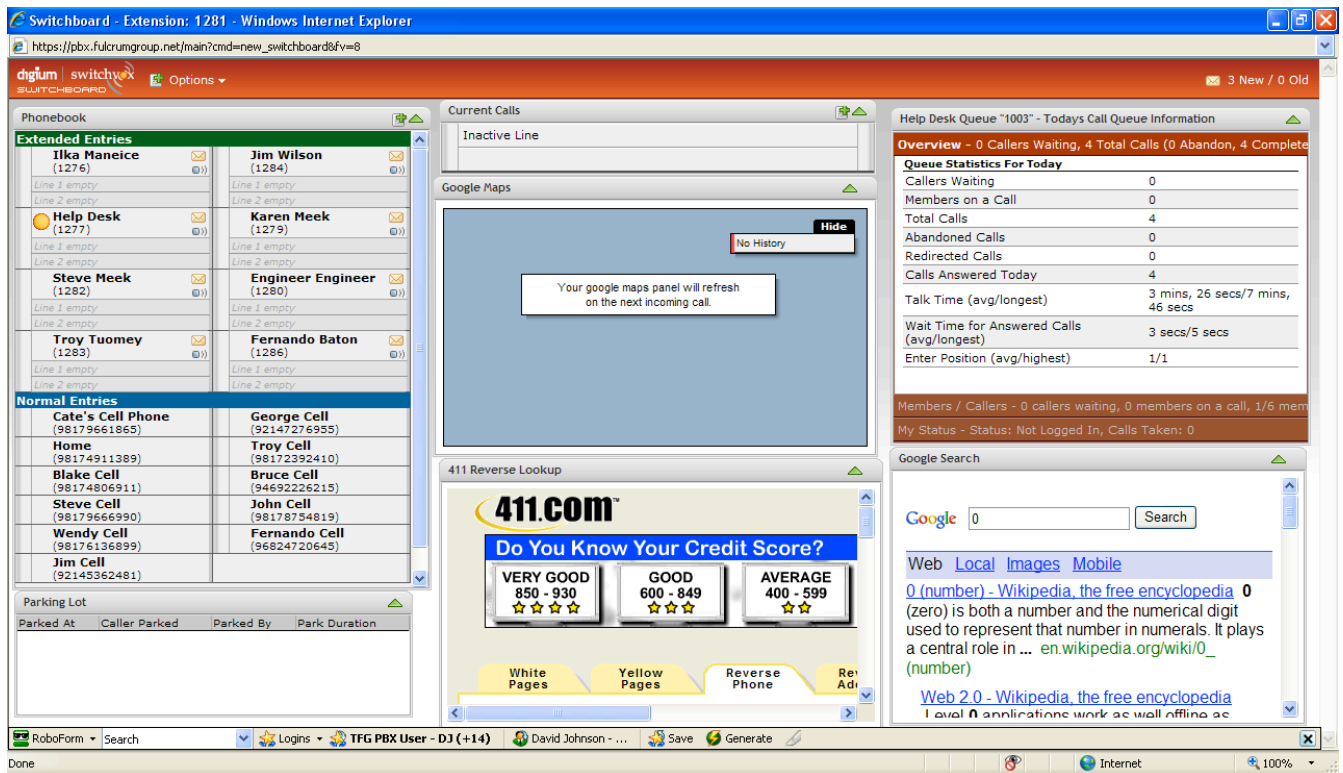

STATEMENT OF WORK

FOR

Digium Switchvox

VOIP Implementation



April 23, 2009

Statement of Work

This is the Statement of Work (“SOW”) between _____ having its principal offices located at _____, and _____ (“CUSTOMER”) having its principle office located at _____ and is subject to the terms and conditions of the agreement. The offer of this Statement of Work is effective on July 20, 2009, and expires on August 19, 2009.

Customer has contracted _____ for project services. The scheduled date of these services is To Be Determined at _____.

Actual date of installation depends upon Customer acceptance of this Statement of Work. To accomplish these objectives, _____ will provide a Fulcrum Group certified field technician and a Project Manager to administer the functions and responsibilities of _____ Professional Services. _____ will communicate with _____, appointed Point of Contact for Customer on this project.

A significant portion of this project is dependent upon the joint design and team commitment between _____ and the Customer. The Customer should expect professionalism and commitment from _____ team.

Sites

On-site work described below is to take place at the following locations:

Site 1:

Project Goals

Note: * _____ may perform some services remotely, and may require VPN remote access to _____'s network.

1. Statement of Requirements.

_____ will provide services to define the project scope, goals, deliverables, and complete a Statement of Requirements document for approval by Customer. The Statement of Requirements document will describe those tasks to be completed by _____ as well as those to be completed by Customer.

Deliverables: Statement of Work and Statement of Requirements documents.

Approvals: Customer provides final approval for: Statement of Work and Statement of Requirements.

2. Project Management.

_____ will provide project management mentoring and guidance to Customer as defined in this Services Description. _____ Project Manager will provide a single point of contact for the Customer.

2.1. Kick-off meeting.

2.1.1. Review System Requirements. Discuss/design Auto Attendant call flows if different than the default and/or schedule follow-up design meetings.

If non-default Call Flow, at most (4) hours of Call Flow Design Development. Any additional hours required above the included (4) hours will be subject to Change Order processing for additional services

2.1.2. Provide Customer with Pre-Installation Checklist and User worksheets.

2.1.3. Review Post Implementation Support Transition Process.

2.2. Project Scheduling – Provide Project Plan

2.2.1. Draft Project Plan and Timeline.

2.2.2. Finalize details, dates, roles and responsibilities associated with final project plan.

2.3. Weekly Project Status meetings and/or Weekly Project Status Reports.

2.3.1. Conduct Status Meetings and/or produce Status Reports to include _____ and Customer Project Lead.

2.3.2. Dates TBD.

Deliverables: Kick-off Agenda, Project Plan, Status Reports, Pre-Installation checklist and System/User Worksheets.

Approvals: Customer provides final approval for: Project Plan and Customer completes Pre-Installation Checklist and User worksheets and Call Flows.

3. VoIP Network Readiness Assessment. None¹.

4. Design and Implementation.

_____ and Customer will jointly install, configure, and deploy all hardware and software.

Note – Customer is responsible for racking equipment.

4.1. Network Infrastructure .

4.1.1. Site 1.

4.1.1.1. HP ProCurve network switches – install and configure Layer 3 routing switch and configure appropriate voice and data VLANs. Configure remaining Layer 2 switches.

¹ Customer must sign

4.2. Server Hardware Configuration.

4.2.1. Site 1.

4.2.1.1. Switchvox AA350 Rackmount Server

- Includes time needed to add server to the Customer's domain and configure TCP/IP networking as applicable.

4.3. Server Software Installation.

4.3.1. Switchvox SMB software version 3.5.x is pre-installed

4.3.2. Switchvox SMB software updates performed by _____ will upgrade version to 4.0.x

4.4. Gateway Setup and Management.

4.4.1. Site 1.

4.4.1.1. SIP Trunking – Switchvox IP PBX will be trunked to the XO SIP trunk service.

4.4.1.2. FXO Analog Port Gateways – 2 Port analog FXS station will be installed in the Switchvox IP PBX for connectivity to the existing analog paging system.

4.5. Workstation Software Installation.

4.5.1. Site 1.

4.5.1.1. Installation and Testing of up to (50) licensed Switchvox Outlook Plug-in and Switchvox Switchboard user portals.

4.5.1.2. Customer assumes responsibility for any pre-existing PC issues that may cause problems with any Switchvox software or add-ons.

4.6. Phone Deployment.

4.6.1. Site 1.

4.6.1.1. Installation and Testing of up to fifty (50) Polycom IP Telephones.

4.7. User/Workgroup Setup.

4.7.1. User Setup for 50 users.

4.7.2. User Security and access rights.

4.7.3. Employee directory setup.

4.7.4. User Extension and Station setup.

4.7.5. DID/DNIS setup for up to 50 Local Stations and Users (inbound call routing for users and queues)

4.8. Dial plan setup.

4.9. Fax setup – Configuration of 1 fax calling path.

4.10. Unified Messaging – configuration of Switchvox server to deliver voice mails and faxes to users' Exchange mailboxes.

4.11. Report logs.

4.12. Auto Attendant Setup

Configuration of one (1) Auto Attendant Profile/Menu - Default Call Flow will be implemented as illustrated in Section X. This includes simple ACD routing and day time and night time greeting flows. Any additional attendant profiles required will be subject to Change Order processing for additional days of development.

5. Testing and Training.

5.1. Testing.

5.1.1. System Functionality/Test Plan Document for System Testing. (To be developed by _____ and Customer).

5.1.2. Develop LAL (Launch Actions Log) for problems/issues based upon Test Plan.

Deliverables: Test Plan, Test Acceptance, and Launch Actions Log.

Approvals: _____ and Customer will develop and agree on an appropriate Test Plan for the system. Customer will be asked to accept the Test Plan and then upon execution of said Test Plan, accept the test.

5.2. Site Deployment Knowledge Transfer.

5.2.1. Deployment training and knowledge transfer for up to two (2) customer IT resources.

5.3. Training

5.3.1. “Train the trainer” training for up to five (5) people covering basic Switchvox Outlook Plug-in and Switchboard user portal functionality (This session is meant to be interactive, and does not include development of a curriculum, or development of any additional training materials above and beyond the User Guides provided by _____). ‘Phone-only’ functionality will not be covered in this session. Customer to provide Training Room setup.

- Soft copy of user guides and/or quick reference guides as made available as PDF files from _____. Creation of additional training materials for those not available from _____ will be the Customer’s responsibility.

6. Cutover and Post-Cut Support.

6.1. Cutover/Go Live. (assumes 1 Cutover/Go Live event on a Friday through Sunday)

6.2. Admin/Troubleshooting On-Site Support – Up to one (2) days Admin/Troubleshooting On-Site Post Cut Support at Site 1.

6.3. Admin/Troubleshooting Remote Support – Up to one (1) day Admin/Troubleshooting Remote Post Cut Support.

7. Documentation, Support Transition and Acceptance.

_____ will provide Best Practices/Change Control Recommendations documents to the Customer as applicable. _____ team will provide support transition documentation. Upon completion of work, Customer will be asked to sign a Project Acceptance document signifying the work as outlined in this Statement of Work has been completed.

Deliverables: Best Practices/Change Control Recommendations, Handler Customizations Documentation if applicable, SOW Deliverables Acceptance Document

Approvals: Customer provides final approval for: Best Practices, Change Control, and SOW Deliverables Acceptance.

_____ has used the following assumptions and dependencies in preparing this SOW: These assumptions are inextricably related to the estimate _____ has made for these services.

1. Project timelines will not be confirmed nor resources assigned until a signed Statement of Work, Purchase Order, and any Costs Due upon Signature have been received. _____ will schedule the project based upon available resources, and an accepted Project Plan or Schedule Agreement, typically no sooner than 2 weeks after receipt of the signed Statement of Work.
2. _____ will communicate with the appointed Project Lead for Customer on this project. He/she will be responsible for all communications among all parties and for the escalation and resolutions to any issues for the Customer. He/she will also be responsible for all project management associated with Project Plan tasks associated with the customer's internal staff, or customer's vendors and/or consultants.
3. The participation and commitment of the Customer project team during the project will be key to its success. This participation and involvement will include assigned tasks to team members as outlined in the Project Plan and in the roles defined in this document. Customer's network administrator, infrastructure administrator, database administrator, telephony system administrator, and help desk team are expected to be available onsite during Go Live/Cutover.
4. At any time during the project, changes in the scope, assumptions, deliverables, or project plan will follow _____' standard change control procedures as outlined in Change Control section of this SOW. Customer must approve all change requests in order for _____ to proceed with performing the work required by the requested change(s).
5. As the Project/Work Plan is a deliverable requiring acceptance, any change to scheduled dates and tasks after acceptance of the plan will follow _____'s standard change control procedures. _____ resources and travel will not be reserved until acceptance of the Project Plan by Customer.
6. _____ may require after-hours access and weekend access to the project sites. Administration-level system access to specific servers will also be required.
7. Third Party software or hardware defects remaining at the time of support transition (that are not related to implementation) will be transitioned to the support team of the responsible vendor.

It is the Customer's responsibility to inform _____ of any changes in customer acquired hardware prior to _____'s arrival.

All issues or concerns must be communicated to _____ Project Manager or must be copied to him/her. All issues will be directly communicated to _____ Project Manager who will address all issues and then forward to the appropriate person for resolution. In addition, Customer Project Lead will be responsible for all project management associated with Project Plan tasks associated with the customer's internal staff, or customer's vendors and/or consultants. Customer is responsible for all hardware, software, and services provided by other consultants or third party vendors that may also be involved with the project.

The following assumptions and dependencies are in relation to the responsibilities of the Customer prior to and during the installation of hardware and software as applicable:

1. The persistent availability of a TCP/IP network.
2. For any Voice Over IP/SIP deployment, Customer is responsible for providing and documenting an infrastructure (gateways, switches, routers, data/voice lines) that support Voice over IP and proper QOS (Quality of Service) across all sites.
3. For any IP hard phone deployment, Customer assumes responsibility of defining, standardizing, documenting, and implementing IP hard telephones for deployment to all intended stations. This may include configuring DHCP servers to automatically update DNS host and pointer resource records when a device requests an IP address, and deployment of phone configuration files via FTP or TFTP server.
4. Circuits connecting the Switchvox SMB IP PBX to the PSTN will conform to Switchvox provisioning standards. Customer is responsible for managing all Telecom/Data communication line orders, installations and their associated vendors.
5. Customer agrees to keep equipment on sufficient Uninterruptible Power Supply ("UPS").
6. Customer has provided a ventilated server room that will maintain a temperature of 70° F or less.
7. Customer will provide unencumbered access to servers and workstations for installation of software, if applicable)
8. Customer network is virus free. It is the Customer's responsibility to install any virus protection software, setup exclusions, and scan the server for viruses per Customer's schedule and method. It is not recommended by _____ that the IC server host a virus scanning software but can be a client of such.
9. Customer will provide a safe and secure work environment.

10. For any integration with a customer's PBX or 3rd party voice system, customer is responsible for providing PBX technical support, programming, and configuration, during the installation.
11. Customer is responsible for any hardware (servers, gateways, IP phones, etc) purchased by Customer through a 3rd party vendor. This includes the hardware, hardware support, and troubleshooting of any issues related to this hardware. _____ may provide Technical Services for troubleshooting 3rd party vendor hardware issues according to current billable rates and terms.

The following items are considered Out Of Scope in the implementation of system:

1. _____ will not be responsible for delays in the delivery of any phase of the project that are outside of their control and or the responsibility of any Telco or PBX Provider including the provisioning requirements for either Voice or Data T1's.
2. _____ will not be responsible for any delays incurred by external providers, wiring and or network configurations.
3. Addition of any hardware outside of this Statement of Work.
4. Delays because of unavailability of items defined within the Statement of Work.

Any additional work that is requested by Customer from _____ that is not outlined in this Statement of Work will be considered either Out of Scope or a Change Order. Any change to scheduled dates after acceptance of the Project Plan, will also follow change control procedures. Any changes must be submitted in writing on a Fulcrum Group "Change Order Form" and may be subject to fees outside of this project's contract.

_____ will estimate the time and cost needed to implement change and the impact it may have on execution of this Statement of Work.

_____ will perform the requested work once the "Change Order" has been completed and signed by the Customer's agent. Any change in price due to a Change Order will be immediately due upon execution of that Change Order.

Upon completion of the above stated work, the Customer will sign a SOW Deliverables Acceptance Form. Signing of the SOW Deliverables Acceptance Form by _____ and the Customer, or use of the System by Customer in a production environment for fourteen (14) days shall be considered acceptance of the Project. Acceptance of the Project shall indicate that _____ has fulfilled all tasks and obligations outlined in this SOW. Any software or hardware defects remaining at the time of support transition (that are not related to implementation or SOW Deliverables) will be transitioned to _____ Support team and/or the support team of the responsible vendor, and noted on the SOW Deliverables Acceptance Form.

Work Done Outside of Scope Shown as a per hour rate:

Type of Work	Rate
Project Engineering	\$150
System Engineering	\$150

The estimate bellow is the Budgetary Cost Estimate for the Services provided in this Statement of Work. Assuming that the scope of work does not change, this is the actual amount you will be charged.

Switchvox Implementation Overview	Price
1. Statement of Requirements	
2. Project Management	
3. Design and Implementation <ul style="list-style-type: none"> - <i>System Design</i> - <i>Installation</i> - <i>Application Development</i> - <i>System Testing</i> 	
4. Testing and Training	
5. Cutover and Post-Cut Support	
6. Documentation, Support Transition and Acceptance	
Total	\$10,000

Once customer has read this document and agrees with work described and other contents herein, he may authorize the work by signing this Statement of Work.

_____, **Inc.**
Inc.

By: _____

By: _____

Printed: _____

Printed: _____

Title: _____

Title: _____

Phone: _____

Phone: _____

Email: _____

Email: _____

Date: _____

Date: _____