

CCI Systems, Inc. Statement of Work

~51~

This Statement of Work (SOW) for ~51~ is entered into between CCI Systems, Inc. (CCI) and ~51~ hereafter referred to as "Customer", and is entered into as of the date of signature as written under the SOW Effective Date.

This SOW defines that CCI shall provide on behalf of Customer. The terms of the work to be provided are limited to the scope of this SOW, and shall not be applicable to past or future SOWs. To the extent there is a conflict between the terms of this SOW and the work requested by Customer, the terms of the SOW shall control, unless changes are agreed upon by both parties.

This SOW consists of the following sections:

Project Scope, Responsibilities, and Pricing

SOW Process and Terms & Conditions

Appendix A. Milestone Completion Certificate

Appendix B. SOW Change Request

Agreement

Each party, as evidenced by the signature below or electronic signature, as applicable, of its authorized representative, acknowledges that it has read and agrees to this SOW in its entirety.

~51~

Signature: _____

Name: _____

Title: _____

Date: _____

CCI Systems, Inc.

Signature: _____

Name: _____

Title: _____

Date: _____

1.0 Project Scope

The scope defines the services and deliverables that CCI shall provide to Customer under the terms of the SOW.

Project Name: ~35~

1.1 Services

A full description of the services provided can be found in the section "2.0 Project Responsibilities". Services include:

Insert PS Services here

1.2 Document Deliverables

CCI will provide Customer with the following deliverables:

Insert DD here

1.3 Location

Services will be provided at the following Customer site(s):

Insert Customer sites here

1.4 Project Schedule

Services will commence after this SOW has been duly executed and CCI has accepted a valid Purchase Order from Customer. CCI shall have a lead time of up to sixty (60) business days to schedule the Services. Unless otherwise agreed, Services as described in this SOW will be provided by CCI between the hours of 8:00am and 5:00pm on business days (Monday through Friday). CCI will notify Customer in writing of the actual commencement date of Services.

1.5 Project Representatives

CCI and Customer shall each designate a primary project representative (Project Manager) to whom communications regarding the Services may be addressed, who has authority to act on all aspects of the Services and shall be available to the other party during standard business hours. Each party will designate a backup contact when its primary Project Manager is unavailable.

~51~ Contact Information	CCI Systems, Inc. Contact Information
Name: ~44~	Name: ~30~
Title: ~45~	Title: ~48~
Phone Number: ~46~	Phone Number: ~49~
Email Address: ~47~	Email Address: ~50~

2.0 Project Responsibilities

Insert language here

3.0 Project Assumptions and Exclusions

Services and service pricing are based upon the following assumptions and exclusions (AE). Any additional costs identified as a result of deviations from the AE will be managed by the specifications laid out in section 9.0 Change Management Procedures. The parties agree that any changes in the AE may result in an adjustment in the pricing stated in this SOW.

- Unless otherwise agreed and stated herein, provision of test equipment is the responsibility of Customer.
- Customer is responsible for determination and implementation of their or the end user's network design requirements and implementation of any recommendations provided by CCI. CCI recommendations are based upon information provided to CCI at the time of service. In no event shall CCI be liable for the accuracy or completeness of the information contained in the CCI recommendations.

4.0 Pricing

4.1 Service Price

Customer will issue Purchase Orders in accordance with the following Service Pricing scenario.

Insert service type and dollar amount here with a total

Service Part Code	Service Description	Qty.	Unit Price (USD)	Extended Price (USD)
[Insert text here...]	[Insert text here...]	X	\$XX.XX	\$XX.XX
[Insert text here...]	[Insert text here...]	X	\$XX.XX	\$XX.XX
[Insert text here...]	[Insert text here...]	X	\$XX.XX	\$XX.XX
			Total Price:	\$XX.XX

Pricing premised upon Services provided by non-union labor.

4.2 Travel and Expense

Customer will reimburse CCI for any reasonable travel and expense (TE) incurred in support of Services in this SOW. The estimated TE for Services is indicated in the pricing table above as a separate line item.

CCI will invoice TE separately at actual cost, such amount not to exceed the estimated TE unless otherwise agreed pursuant to the specifications laid out in section 9.0 Change Management Procedures. CCI shall make every effort to stay within the estimated TE and to follow the guidelines of CCI's Corporate Travel Policy (available upon request).

4.3 Milestone Invoice Schedule

Services will be invoiced upon completion of each Milestone as set forth in the following Milestone Invoice Schedule (MIS) and in accordance with section 8.0 Completion.

Milestone Number	Milestone Description	Invoice Amount (USD)
1	[Insert text here...]	\$XX.XX
2	[Insert text here...]	\$XX.XX
	Total:	\$XX.XX

Invoice Amount does not include actual TE.

This MIS supersedes any Milestones identified in a Purchase Order, provided, however, the total invoiced amounts for Milestones will not exceed the total amount of Customer's Purchase Order unless such amounts are mutually agreed upon pursuant to the specifications laid out in section 9.0 Change Management Procedures.

Any changes to this MIS will be managed through the specifications laid out in section 9.0 Change Management Procedures.

5.0 Ordering and Commencement

Prior to CCI performing the Services outlined above, Customer must have:

- A fully executed SOW.
- Issued a valid Purchase Order to CCI for the Services.

The term of each SOW commences on the SOW Effective Date and will continue until the completion of the last Milestone.

6.0 Purchase Order

Customer Purchase Orders shall be issued to CCI Systems, Inc. and sent to insidesales@ccisystems.com.

6.1 Purchase Order Issuance

Customer shall purchase Services by issuing a Purchase Order, subject to CCI's acceptance, for the total price identified on the first page of this SOW. Each Purchase Order must be signed, if requested by CCI, or (in the case of electronic transmission) sent, by an authorized representative and indicated the following information:

- Scope of Work
- Services Price
- Travel and Expense Price (if applicable as a separate line item)
- Total Purchase Price
- Bill- and Ship-to addresses

- Requested Service Start Date
- Tax Exempt Certification (if applicable)

All Purchase Orders issued for the Services identified in this **SOW must reference this SOW**. The terms and conditions of this SOW prevail regardless of any conflicting terms on the Purchase Order, other correspondence, and any verbal communications.

The terms of this SOW including the pricing set forth herein are valid only for a period of sixty (60) calendar days from the date of submittal unless fully executed within such period.

Date of Submittal: **MM/DD/YYYY**

7.0 Document Deliverable Review and Approval Process

For document deliverables that are subject to review and approval from Customer, the parties will adhere to the following review and approval process:

- CCI will present a draft of the document deliverable to Customer when the document is ready for review and approval.
- Customer shall review the draft of the document deliverable with CCI, providing written comment or approval of the document deliverable within two (2) business days immediately after the completion of such review.
- If no comment or approval is received by CCI within said time period, the document deliverable as provided by CCI is deemed accepted by Customer.
- If Customer provides comments, CCI shall address them in a timely manner. Then, the process for review and approval will be repeated.
- No further Services will be performed until Customer's acceptance of the document deliverables are received by CCI.
- If Customer insists on CCI performing further Services, the relevant document deliverables as presented by CCI will be deemed accepted.

8.0 Completion

Customer's review and approval of all milestones or Services provided to Customer will adhere to the following process:

- CCI shall notify Customer of CCI's completion of a Milestone or Service by submitting to Customer a Milestone Completion Certificate (MCC), an example can be provided upon request.
- Customer has five (5) business days from the receipt of the MCC to sign and return the MCC to CCI.
- Customer's signing of the MCC, or Customer's failure to respond to the MCC within five (5) business days, signifies Customer's acceptance that CCI has performed the Services listed in the MCC in accordance with the SOW.

- To decline acceptance of the MCC, Customer must provide to CCI in writing that the MCC has been declined, and detail how the Services have not been performed by CCI in accordance with this SOW.
- CCI shall address any such non-conformance in a timely manner. CCI shall compile an action plan to correct any non-conformance and the process for acceptance detailed herein will be repeated until such time as all non-conformances have been resolved. Acceptance may not be declined due to defects in Services that do not represent a material non-conformance with the requirements of the SOW.
- Customer shall not delegate to the end user (or any other third party) or assign the task of accepting or assessing completion of Milestones.

9.0 Change Management Procedures

It may become necessary to amend this SOW for reasons including, but not limited to:

- Changes to the SOW and/or specifications for the Services.
- Changes to the MIS.
- Changes to the project schedule.
- Unavailability of resources which are beyond either party's control,
- Environmental or architectural conditions not previously identified.

A request for a change may be initiated by either party in accordance with the procedure outline below.

1. The party requesting the change will deliver a Change Request to the other party, an example can be provided upon request. The Change Request will describe the nature of the change, the reason for the change, and details of the likely impact, if any, on the project's schedule, scope, pricing, and payment.
2. The parties will evaluate the Change Request and negotiate in good faith the changes to the Services and additional fees, if any, required to implement the Change Request. If both parties agree to implement the Change Request, both parties will sign the Change Request, indicating acceptance of the changes.
3. Upon execution of the Change Request, the Change Request will be considered an amendment of this SOW. CCI is under no obligation to proceed with the Change Request until both parties agree to and sign the Change Request.

Whenever there is a conflict between a fully executed Change Request and the original SOW, or a previous fully executed Changed Request, the terms and conditions of the most recent fully executed Change Request will prevail.