STATEMENT OF WORK

This Statement of Work ("SOW") is entered into under the Master Service Agreement (the "Agreement"), dated as of December 19, 2014, by and between Iowa Workforce Development (the "Client") and Zia Consulting, Inc. (the "Company"). This SOW shall form a part of the Agreement in accordance with the terms thereof.

1.   Scope of Services: Company shall provide those services as described on Scope of Services and Order Form, attached hereto and incorporated herein. Company will use its commercially reasonable efforts to provide all such services in accordance with any specifications, timelines or standards as further described on Scope of Services and Order Form.

2.   Estimate of Fees/Payment Schedule: The Client shall pay Company for the Services set forth on the Order Form in accordance with the terms thereof.

3.   Term. The term of this SOW shall commence as of August 24, 2015 and will continue through the earlier to occur of (i) the completion of the Services, (ii) the expenditure of the hours set forth on Attachment A, and (iii) October 16, 2015 (the "End Date") unless this SOW is sooner terminated in accordance with the terms of the Agreement. The Parties agree that if the End Date is reached and the Service have not yet been completed, the Parties will work in good faith to enter into a PCR in accordance with Attachment B.

4.   Miscellaneous.

(a)   This SOW may be modified only by a written agreement signed by The Client and the Company.

Zia Consulting Inc.   Iowa Workforce Development

By: _____   By: _____

Name: _____   Name: _____

Title: _____   Title: _____

Date: _____   Date: _____

Scope of Services Order Form

ATTACHMENT A

1. Program Overview:

1.1. Company Responsibilities

The Company will use its commercially reasonable efforts to perform the following Services under this time and material (T&M) SOW.

Summary			
Tasks / Deliverables	**Estimated Hrs**	**Rate**	**Estimated Total Fee**
Provide Professional services to perform the following tasks: • Assessment of current Ephesoft and Alfresco deployments for optimization, maintenance recommendations, and identification of priority document types to be trained for classification and metadata extraction. • Create backlog of development tasks for 6 weeks of development including document types identified during the Assessment phase which can then be placed in to Alfresco repository or business process. • Provide recommendations for Ephesoft and Alfresco training classes. • Provide training and knowledge transfer for document types identified during the Assessment and position the IWD staff to continue this work on their own, if staff are available and adequately trained.	Ephesoft Arch: 64 hrs PM/BA: 60 hrs Technical lead: 52 hrs Developer: 240 hrs	$ 235/hr $200/hr $200/hr $175/hr	$15,040 $12,000 $10,400 $42,000
		Estimated Services Total:	**$79,440**

1.2. Client Responsibilities

The Client under this SOW, at no charge to the Company, will perform the following tasks:

Prior to the start of this SOW, the Client will designate a person, called the Client Project Manager, to whom all communications may be addressed. This person will also insure that appropriate the Client resources and personnel are available to provide the necessary information for this project. The responsibilities of the Client Project Manager include:

- Serve as the interface between the Company project manager and team and all the Client departments participating in this project.
- With the Company Project Manager, administer Project Change Control Procedure set forth on Attachment B, if such Project Change Control Procedure is initiated.
- Participate in project status meetings as necessary.
- Obtain and provide information, data, decisions and approvals, within one working day of the Company request unless the Client and the Company agree to an extended response time.
- Help resolve project issues and escalate issues within the Client organization, as necessary.
- Monitor and report project status on a regular basis to the Client organizations and personnel as appropriate.

1.3.   Key Assumptions

This SOW and the Company estimates to perform it are based on the following key assumptions:

- The Client Project Lead will coordinate all meetings with the Client personnel.
- The Client will respond to requests for information within 2 business days.
- The Client will provide access for the Company team into the source code repository (test and production environments).
- The Client is responsible for setting up the hardware and software infrastructure to support the solution.
- The Client will provide sufficient remote access (VPN) to the necessary infrastructure to install and configure the solution to either onshore or offshore resources.
- The Client is responsible for online help and user documentation.
- Training for Client staff will be "train the trainer", where Company trains the owners of key business or technology functions to facilitate adoption of the new technology.
- Travel will not be directly billed for this engagement, but included in the labor rate for the Ephesoft architect.

Any impact resulting from deviations to these assumptions will be assessed using the procedure described in Attachment B, "Project Change Control Procedure" and any changes to this SOW will be processed in accordance with the procedure described in Attachment B "Project Change Control Procedure."

1.4.   Estimated Schedule for Services

The estimated schedule for this SOW is planned to be 8 weeks; August 24, 2015 through October 16, 2015.

1.5.   Invoicing

The Company will invoice the Client on a monthly basis. All such invoices shall be payable net forty-five (45) days.

Client is responsible for reporting this purchase on your Use tax return. Client should consult your tax advisor, if required.

ATTACHMENT B: PROJECT CHANGE CONTROL PROCEDURE

The following provides a detailed process to follow if a change to this SOW is required.

- A Project Change Request (PCR) will be the vehicle for initiating a change. The PCR must describe the change, the rationale for the change, and the effect the change will have on the Scope of Agreement.
- The designated Project Manager of the requesting party will review the proposed change and determine whether to submit the request to the other party.
- Both Project Managers will review the proposed change and approve it for further investigation or reject it. The Company will specify any charges for such investigation. If the investigation is authorized, the Project Managers will sign the PCR which will constitute approval for the investigation charges. The Company will invoice the Client for any such charges. The investigation will determine the effect that the implementation of the PCR will have on price, schedule and other terms and conditions of the SOW.
- If, following such investigation, the Parties decide to amend the SOW, the Parties shall enter into a written Change Authorization which shall include, without limitation, a description of any change to the Scope of Agreement and any related change to the fees to be paid by the Client to Company for such services included in the amended SOW.