TEM Customer Agreement

Statement of Work for Project Support Services

Scope of Services, Completion Criteria, Charges, and other applicable terms:

PrePAC Plus (8902B-02)

1.0 SCOPE OF SERVICES

The PrePAC Plus service offering consists of a library of the following, pre-built electronic forms:

TaxPAC Provide the ten most commonly used IRS tax forms in electronic format

MedPAC Provide the three standard forms required by the Healthcare industry

PrePAC Plus resources are produced and delivered, on system media, in the system format specified on the *PrePAC Plus* Order Form. This service provides only the resources; assistance in implementation and/or tuning, is not included as part of these projects; however, this service can be provided under a separate agreement.

1.1 Assumptions

- 1. *PrePAC Plus* electronic overlays are provided on an "as is" basis. Any changes required (i.e. reworking the overlays to work with certain printers and resolutions) can be provided at an additional charge.
- 2. A form definition (formdef) will be provided if indicated on the *PrePAC Plus* Order Form.
- 3. No page definitions (pagedefs), data mapping, or conditional processing is included in these projects.
- 4. None of the information to be converted is categorized as customer-confidential.
- 5. No performance specifications or guarantees for AFP resources are made or implied.
- 6. No travel is required to complete this project.

If any of these assumptions change or become invalid, the Charges, Estimated Schedule, and/or other terms and conditions may change.

2.0 IBM APPLICATION SOLUTIONS GROUP RESPONSIBILITIES

- 1. Provide and deliver the resource(s) requested on the *PrePAC Plus* Order Form.
- Arrange and contract for any subcontractor assistance required to perform the services defined in this Statement of Work (SOW).
- 3. Be responsible for the management of any subcontractors from whom we have contracted for services.

3.0 CUSTOMER RESPONSIBILITIES

- 1. Provide a Project Coordinator to:
 - a. Act as technical contact with the IBM ASG.
 - b. Ensure that all assumptions are met.
 - c. Provide appropriate "sign off", where necessary.
- 2. Complete the PrePac Plus Order Form.
- 3. Provide the necessary resources to facilitate the services.
- 4. Install and test the provided resources.

The customer shall have ten (10) business days from the delivery of any resources to test, review, and accept the resources. If the customer does not notify IBM ASG of any deficiencies, or of their acceptance, within the ten (10) business days, it will be deemed that the customer has accepted the Deliverable. IBM ASG will respond to any deficiencies within five (5) business days after notification.

4.0 DELIVERABLE MATERIALS

The Deliverable Materials expected to result from the successful completion of each project are the electronic resource(s) requested on each individual *PrePAC Plus* Order Form.

5.0 ESTIMATED WORK SCHEDULE

The start date for this SOW is one (1) business day after receipt of this signed *PrePAC Plus* SOW, by IBM ASG. The completion date for this SOW is 31 December 2002.

The estimated start date of each project defined by a specific *PrePAC Plus* Order Form is one (1) business day after receipt of all required resources by IBM ASG. The estimated completion date of each specific project is fifteen (15) business days after the start of the project. Rush orders, subject to IBM ASG workload, are available at an additional charge.

6.0 WORK LOCATIONS

The support for this project is expected to be provided by the IBM ASG located in Boulder, CO.

7.0 COMPLETION CRITERIA

IBM ASG shall have fulfilled its obligations under this SOW when any of the following first occurs:

- 1. IBM ASG completes the tasks described in the PrePAC Plus Order Form, including delivery of any Deliverables
- 2. This SOW is terminated in accordance with the provisions of the *IBM Customer Agreement*, of which this SOW is a Transactional Document

8.0 CHARGES

The fixed charges for the Services described in this SOW, exclusive of applicable taxes, are as follows:

TaxPAC \$600.00 per section OR

\$3000.00 per complete package

MedPAC \$600.00 for the complete package of three (3) electronic overlays OR

\$300.00 per AFP electronic overlay

All orders will be assessed a \$50.00 charge for shipping, handling, and electronic media. Rush charge is \$75.00 minimum or 10% of the total cost. The customer agrees to pay the charges, as described above, and will be invoiced after completion of each individual project. Prices are subject to change without notice. If you have any questions, please call 303-924-6700.

Both of us agree that the complete agreement between us about these Services will consist of 1) this Transaction Document and 2) the IBM Customer Agreement (or any equivalent agreement signed by both parties).	
Agreed to: Company Name	Agreed to: International Business Machines Corporation
ByAuthorized signature	ByAuthorized signature
Name (type or print):	Name (type or print):
Date:	Date:
Customer Number:	IBM Customer Agreement Number:
Customer address:	Contract Number:
	IBM Services group address: 6300 Diagonal Highway, 003B Boulder, CO 80301-9191