



STATEMENT OF WORK NO. 5

This Statement of Work shall evidence the Consulting Services to be provided hereunder pursuant to the terms and conditions of the Professional Services Agreement dated _____ (the "Agreement") between **WebCT, Inc.** ("WebCT") and **ARIZONA BOARD OF REGENTS FOR AND ON BEHALF OF NORTHERN ARIZONA UNIVERSITY** ("Client"), which terms and conditions are incorporated herein by reference. To the extent that any terms and conditions contained in the Agreement are in conflict with the terms and conditions of this Statement of Work, the terms and conditions of the Agreement shall prevail. All capitalized terms used herein shall have the meanings given to them pursuant to the Agreement unless otherwise set forth herein.

Our Understanding of the Project

Client is currently in the process of implementing WebCT Vista Version 3 (the "Target Application") into its present business systems. Client has requested that WebCT provide Client with consultants (each a "Consultant") to perform certain services in connection with such implementation as set forth in the section of this Statement of Work entitled "Scope of Consulting Services" below (the "Project").

Scope of Consulting Services

WebCT will provide Client with approximately three (3) Consultants, at Client's Flagstaff, AZ facilities, or such other designated facilities as the parties may agree upon in writing (the "Site"), to perform services for the agreed upon eLearning functionality based upon the Target Application as more particularly described below (the "Consulting Services").

TIME & MATERIALS SERVICES	DESCRIPTION
Application Clustering & SSL Configuration Assistance Estimated Fees: \$13,230	WebCT shall provide an estimated 43 hours of technical installation assistance services plus project management for: <ul style="list-style-type: none"> • Assistance with Node Setup and readiness for Load Balancing • Assistance with Application Tier Clustering on up to three (3) nodes, Load Balancer configuration assistance and testing of Load Balanced services. • Assistance with SSL Configuration in the clustered environment Note: this estimate does <u>not</u> include any Data Tier Clustering work.
Application Clustering & SSL Configuration Assistance – for two additional Vista environments Estimated Fees: \$12,420	WebCT shall provide up to 30 hours of technical installation assistance services plus project management to support Client's staff in establishment of additional Target Application environments. Services provided may include: <ul style="list-style-type: none"> • Assistance with Node Setup. • Assistance with Application Tier Clustering. • Assistance with SSL Configuration. Note: this estimate does <u>not</u> include any Data Tier Clustering work.
Integrations Design Consulting Estimated Fees: \$12,150	WebCT shall provide Client with up to five (5) days of technical consulting plus project management with expert WebCT resources for the purpose of assisting Client with Requirements Definition and General Design of Target Application integrations with the targeted systems, including Peoplesoft SIS, Yale/CAS authentication and U-Portal.
Integrations Development & Testing Estimated Fees: \$17,640	WebCT shall provide Client with up to ten (10) days of technical consulting with expert WebCT resources, plus project management for the purpose of assisting client with Detailed Design, Code Development and Testing of Target Application

	integrations with the targeted systems.
Migration Readiness Consulting Estimated Fees: \$3,510	WebCT shall provide Client with up to two (2) days of technical service with expert WebCT resources for the purpose of assisting client in establishing and testing WebCT course content migration tools within the Client's environment, and knowledge transfer to Client's staff on management of the course content migration process.
Migration Assistance Consulting Estimated Fees: \$5,310	WebCT shall provide Client with up to twenty-four (24) hours of technical service with expert WebCT resources for the purpose of assisting Client in migrating Client's existing course content to the Target Application environment. Client will provide WebCT resources with the required systems access to perform this function remotely.
Production Readiness Consulting Estimated Fees \$5,310	WebCT shall provide Client with up to three (3) days of technical service with expert WebCT resources for the purpose of assisting Client in development and execution of comprehensive pre-live checklists, and provision of close technical support during Client's production rollout of Target Application.
Estimated Total Time & Materials Services Fees: \$69,570	NOTE: 10% discount applied to Services rates

Based upon the initial requirements described in this Statement of Work, to perform the tasks described below, WebCT will provide approximately one (1) Senior Technical Consultant as Project Manager and one (1) Technical Project Manager to perform the Consulting Services as set forth below:

Effort and Schedule

WebCT will provide coordination of the delivery of the Consulting Services to assist Client's project manager throughout the Project. WebCT may assist Client with additional time and effort for support beyond those tasks identified in the Scope of Consulting Services section above, but those activities and their associated costs are not included in this Statement of Work.

All Consulting Services shall be performed on mutually agreeable dates. WebCT shall have the sole right to assign the Consultants for the Consulting Services; however, WebCT shall use all reasonable efforts to accommodate Client's requests for specific Consultants, subject to WebCT staff availability. Upon agreement by Client and WebCT project managers of dates for delivery of Consulting Services, an email confirmation will be provided, and the Consulting Services shall be deemed scheduled.

Project Assumptions

Client realizes that its participation is critical for the success of the Project. The following assumptions are based on information provided by Client to WebCT relating to the Project and Client's current business systems as of the date of this Statement of Work.

The following Project assumptions have been used to develop WebCT's current level of effort and cost:

1. This Statement of Work is based upon WebCT's understanding of the Project. If any scope/level-of-effort changes are discovered, the estimate for the timeline and the resources and fees required to complete the Project will be communicated both verbally and in writing to Client's management. Changes in the scope/level-of-effort shall be agreed to by the parties via amendment to this Statement of Work.
2. Prior to the commencement of the Project, Client will designate and identify to WebCT one (1) executive-level person within its organization ("Executive Sponsor") who has been given the power and authority to make final decisions and resolve internal disputes with regard to the Project and Client's functional/business requirements.
3. The Project is limited to the tasks set forth in the Scope of Consulting Services section of this Statement of Work.
4. Client will provide suitable workspace for the Consultants working at the Client's facility including adequate environmental controls, lighting, telephones and network access including access to the World Wide Web via the internet.
5. Client will make available to the Consultants and provide the Consultants with reasonable access to Client's facilities during Client's ordinary business hours as necessary to perform the Consulting Services.
6. Client will be responsible for managing the Project.
7. Client's Executive Sponsor and business sponsors will make all reasonable efforts to be available during normal business hours throughout the Project.

8. Client's network will be installed and running in accordance with WebCT specifications, such specifications to be provided by WebCT to Client before the start of the Project.
9. Client will be responsible for obtaining all licenses needed for the Consultants to perform the Consulting Services.
10. Development, test, production, and training environments will be created and managed by Client, including wide area networks, local area networks, networks servers, operating systems and relational database management systems.
11. Post-implementation support will be the responsibility of Client.
12. Client will provide required computer server equipment and administrative support for housing the WebCT server and the database server per WebCT specifications. These servers will be accessible over a network provided and administered by Client.
13. Client and WebCT will cooperate in all reasonable respects and agree to work together in good faith as described herein towards completing the deliverables.
14. Unexpected and unknown items such as data integration issues and data quality issues may result in changes to the Project plan and Project timelines.

Staffing & Fees

Consultant	Hourly Rate (US\$)	Estimated Effort (Hours)	Estimated Subtotal (US\$)
Technical Consultant	180	144	25,920
Senior Technical Consultant	270	113	30,510
Technical Project Manager	270	49	13,140
Estimated Consultant Fees for Project: US\$69,570.00			

All Consulting Services related to this Project, as outlined in this Statement of Work, shall be performed on a time and materials basis for approximately sixty-nine thousand five hundred seventy US dollars (US\$69,570.00), plus travel, meals and lodging expenses. Pricing for these Services represents a 10% discount off standard WebCT Professional Services rates. Services are estimated and billed on an hourly basis, based upon an eight (8) hour workday per Consultant, forty (40) hour work week per Consultant. The applicable billing rate for the Consultants shall be at the rates set forth in the table above. All overtime shall be billed at the same hourly rate per Consultant as regular time for such Consultant.

All reasonable travel, meals and lodging expenses shall be billable at cost and all such expenses shall be borne solely by Client. All fees and expenses shall be billed on a monthly basis as they are incurred and such bills shall be due and payable within thirty (30) days following the date of invoice.

All pricing and discounts are valid through September 30, 2006 for the Consulting Services performed hereunder provided that this Statement of Work is executed on or before March 15, 2005. Except as otherwise stated in this Statement of Work with regard to the Consulting Services performed hereunder, WebCT reserves the right to change the services it offers to its customers generally and the related rates at any time.

The Effective Date of this Statement of Work shall be _____, 2005.

Accepted and Agreed:

Client

By: _____
(Authorized Signature)

Name: _____

Title: _____

Date: _____

Accepted and Agreed:

WebCT, Inc.

By: _____
(Authorized Signature)

Name: _____

Title: _____

Date: _____