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| Ebersoft  5150 Stockton Road Conway, AR, 72034 | https://www.freelogoservices.com/api/main/ph/zjHl2lgef9cYrQL0JFa7kzbw2vuCrxFHkBrK0Dd9OXdE9g5shnN1i...Bv9ettdV9dsBUGw0pY |

SOW 001 for Agreement to Perform Consulting Services to Awaken

Statement of Work

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| Date | Services Performed By: | Services Performed For: |
| February 26, 2017 | Ebersoft  5150 Stockton Road Conway, AR, 72034 | Awaken  5150 Stockton Road Conway, AR, 72034 |

This Statement of Work (SOW) is issued pursuant to the Consultant Services Master Agreement between Awaken (“Client”) and Ebersoft (“Contractor”), effective February 27, 2017 (the “Agreement”). This SOW is subject to the terms and conditions contained in the Agreement between the parties and is made a part thereof. Any term not otherwise defined herein shall have the meaning specified in the Agreement. In the event of any conflict or inconsistency between the terms of this SOW and the terms of this Agreement, the terms of this SOW shall govern and prevail.

This SOW # 001 (hereinafter called the “SOW”), effective as of February 27, 2017, is entered into by and between Contractor and Client, and is subject to the terms and conditions specified below. The Exhibit(s) to this SOW, if any, shall be deemed to be a part hereof. In the event of any inconsistencies between the terms of the body of this SOW and the terms of the Exhibit(s) hereto, the terms of the body of this SOW shall prevail.

# Period of Performance

The Services shall commence on February 27, 2017, and shall continue through March 27, 2017.

# Background

* This project’s primary directive is to provide an attractive solution to the problem of inventory and sales management for the company Awaken
* This project is at the request of the University of Central Arkansas Computer Science Department and to test the software development skills of the group Ebersoft
* The overall goal of this project is to demonstrate excellence in project management, development, and teamwork for the University and for potential employers
* The product being designed is an inventory management and sales management system, it will take in information from a web-based database to manage all clothing currently held by Awaken and CSV data from the website Shopify to attractively display relevant sales data and help make predictions for future clothing sales operations.

# Scope of Work

* Stakeholders in this project include:
  + The Ebersoft group
  + Awaken Clothing Management
  + Awaken Designers
  + Awaken Accounting
  + Awaken Retail Management
  + UCA
* Data to be displayed by the inventory system
  + Item Number
  + Item Description
  + Style Number
  + Stock Keeping Unit
  + Long Description
  + Original Price
  + Current Price
  + Brand Label
  + Color(Hex)
  + Material
  + Size
  + Style
  + Season
  + Gender
  + Iteration
  + Month Received
  + Picture file
* This data must be displayed in a beautiful and non-cluttered way, the simple act of throwing a bunch of numbers on a screen will not make inventory management easier: the overall measure of success is the ease of use of the system.
* Data to be displayed by the sales system
  + YTD and previous YTD sales data
  + Total sales data
  + Averaged transaction data
  + Individual transaction data
  + Averaged unit data
  + Individual unit data
  + Demographic data
  + Location of sales data
  + Tickets data
  + Returns data
* This data must be displayed in dashboards that have both tool tips and manipulation functions so that the data can be seen in multiple contexts. This is necessary for analysis of data.
* All inventory data must be recorded in a database, sales data will be recorded and hosted by the online retail host that handles transactions and all transactional data. This data is accessible via CSV for manipulation.
* This company will be focused only on online sales and will have no brick and mortar locations, this creates the opportunity for all sales data to be tracked and prepared for manipulation by the online retail host.

# Deliverable Materials

The materials to be delivered after the completion of this project include an inventory management system, hosted online webserver based in MySQL, conversion functions for online retail host CSV data, and sales management system for sales data manipulation and quick access to relevant sales data.

# Contractor Responsibilities

Ebersoft will be in charge of providing all team meeting facilities, project resources not related to hosting or data management, project timeline, needed training, and the deliverable materials stated above.

# Client Responsibilities

Awaken will be in charge of paying all hosting and related fees arising from the implementation of this inventory and sales management system.

# Out-of-Pocket Expenses / Invoice Procedures

Client will be invoiced monthly for the consulting services and T&L expenses. Standard Contractor invoicing is assumed to be acceptable. Invoices are due upon receipt.

Client will be invoiced all costs associated with out-of-pocket expenses (including, without limitation, costs and expenses associated with meals, lodging, local transportation and any other applicable business expenses) listed on the invoice as a separate line item. Reimbursement for out-of-pocket expenses in connection with performance of this SOW, when authorized and up to the limits set forth in this SOW, shall be in accordance with Client’s then-current published policies governing travel and associated business expenses, which information shall be provided by the Client Project Manager. The limit of reimbursable expenses pursuant to this SOW is estimated to be 15% of the fees unless otherwise authorized in writing and agreed to by both parties via the project change control procedure outlined within.

Invoices shall be submitted monthly in arrears, referencing this Client’s SOW Number to the address indicated above. Each invoice will reflect charges for the time period being billed and cumulative figures for previous periods. Terms of payment for each invoice are due upon receipt by Client of a proper invoice. Contractor shall provide Client with sufficient details to support its invoices, including time sheets for services performed and expense receipts and justifications for authorized expenses, unless otherwise agreed to by the parties. Payments for services invoiced that are not received within 30-days from date of invoice will be subject to a 5% penalty per calendar month.

# Assumptions

It is assumed all team members of Ebersoft have the relevant knowledge to any particular task that they assume during this project.

# Project Change Control Procedure

The following process will be followed if a change to this SOW is required:

* A Project Change Request (PCR) will be the vehicle for communicating change. The PCR must describe the change, the rationale for the change, and the effect the change will have on the project.
* The designated Project Manager of the requesting party (Contractor or Client) 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. Contractor and Client will mutually agree upon any charges for such investigation, if any. If the investigation is authorized, the Client Project Managers will sign the PCR, which will constitute approval for the investigation charges. Contractor will invoice Client for any such charges. The investigation will determine the effect that the implementation of the PCR will have on SOW price, schedule and other terms and conditions of the Agreement.
* Upon completion of the investigation, both parties will review the impact of the proposed change and, if mutually agreed, a Change Authorization will be executed.
* A written Change Authorization and/or PCR must be signed by both parties to authorize implementation of the investigated changes.

**IN WITNESS WHEREOF**, the parties hereto have caused this SOW to be effective as of the day, month and year first written above.

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|  | Awaken |  |  | Ebersoft |
| By: |  |  | By: |  |
| Name: |  |  | Name: |  |
| Title: |  |  | Title: |  |