

**STATEMENT OF WORK
OUTSOURCED FRAUD MANAGEMENT SERVICES**

THIS STATEMENT OF WORK Number 100105 is entered into by and between **COMMUNICATIONS MANAGEMENT SERVICES, INC. ("CMSNOC")** and **Vartec Telecom, Inc. ("VARTEC")** as of *1st Oct.*, 2005 ("**Effective Date**") under the terms and conditions of the Master Professional Services Agreement between the parties, dated March 29, 2005 ("**Agreement**"). This agreement will be co-terminus with the original Master Professional Services agreement dated March 29, 2005.

Outsourced Fraud Management Solution:

CMSNOC will provide VARTEC a comprehensive 24x 7x 365 outsourced Fraud Management Solution. CMSNOC Fraud Management solution is a scalable solution that will include:

- Complete staffing and program management activities
- Scalable hardware platform for growth
- Deployment of telecom industry leading Fraud Management software solution, "Protector 10", from Equinox Information Systems.
- All software licenses and maintenance costs

1.0 Services Performed by CMSNOC:

1.1 Fraud Management Services Set Up

Set up services include one-time unique tasks associated with implementing a new customer profile within CMSNOC Fraud Management systems and processes. These tasks include but are not limited to the following CMSNOC tasks; CMSNOC training activities, network connectivity/configuration, and customization of Equinox Protector 10 software.

1.2 Project Management

CMSNOC will assign a project manager to be responsible for the set up of the Fraud Management Services. The project manager will be the primary point of contact for VARTEC.

1.3 Operational Agreements

CMSNOC will work closely with VARTEC to develop a detailed operational plan that will outline the operating procedures and practices for the services to be provided by CMSNOC. This set of operational guidelines will act as the established rules for ongoing performance. The rules will be jointly developed to ensure a clear understanding of expectations by all involved.

1.4 Software and Hardware requirements

- o CMSNOC will utilize Equinox Information Systems Protector 10 software version.
- o CMSNOC will deploy a Hardware/Server solution based on the following assumptions:
 - Call Detail Records (CDR's) to average 25 Million per day per month
 - 30 days of CDR historical data storage
 - CMSNOC will remain licensed throughout the term of this agreement with Equinox Information Systems for Protector 10 software and any other associated software required to perform to this Statement of Work. In addition, CMSNOC will incur all maintenance costs associated with Equinox Information Systems to support this solution for VARTEC.

1.5 Program Implementation Timeframe

CMSNOC will have a fully operational fraud management program as described above deployed within 30-45 days of contract signature.



2.0 Reporting:

- CMSNOC will provide daily, weekly, and monthly reports to VARTEC that will include but not be limited to the following:
 - o # of daily, weekly, monthly blocks
 - o Average # of Cases handled
 - o Average # of CDR's processed
 - o Trending of Fraud Case Types
 - o Misc ACD Stat Reports:
 - # of calls-daily, weekly, monthly
 - Avg handle time
 - Avg talk time

3.0 Pricing:

CMSNOC pricing schedule shall be comprised of following components:

Non-recurring (One Time) Charges:

- NOC Services Set-up and configuration \$40,000.00
 - o Payable prior to start of Services

Monthly Recurring Charges: (MRC)

- Minimum Monthly recurring Charges: \$22,000.00

Variable Monthly Recurring Charges: (MRC)

- If the CDR monthly average exceeds 25 Million per day (over a 30 day period), CMSNOC will charge an additional fee for every incremental average of 1Million CDR's for the month in which the overage occurred. \$750.00 + MRC

4.0 Bankruptcy Court Approval:

An express condition to the effectiveness of the Agreement is entry of an Order by the Bankruptcy Court approving this Agreement after notice and hearing, and the Debtors may take all steps necessary to obtain such approval. As used herein the "Effective Date" is the date on which the Bankruptcy Court enters such Order.

IN WITNESS WHEREOF, the parties hereto have caused this Statement of Work to be executed by their duly authorized representatives.

VARTEC TELECOM, INC.

COMMUNICATIONS MANAGEMENT SERVICES, INC.

By: 

By:

Name: Michael G. Hoffman

Name: Shane M. Hanes

Title: President

Title: CEO

Date: 10 October 2005

Date: