Engagement Proposal

Engagement Title: Barracuda SPAM Filter Upgrade
Date: March 18, 2008

Client: Monroe County Community Schools
Contact: Karen Portle  Phone: (812)330-7700 x3421
Email: kportle@mccsc.edu  Fax:
Address: 505 E. North Dr
City: Bloomington  State: IN  Zip: 47401

Engagement Description: Replace existing Barracuda SPAM Filter 300 with Barracuda SPAM Filter 400 in a cluster configuration.

Deliverable:
Matrix Integration shall provide the customer with the following:
Install new Barracuda SPAM Filter 400's and configure IP addresses on each.
Configure settings per the existing Barracuda SPAM filter 300's.
Configure Barracuda SPAM Filter 400 in cluster configuration.
Add secondary MX record to DNS for e-mail delivery to utilized DNS round-robin.
Modify firewall access rules and DNS records as necessary.
Backup Bayesian data from old Barracuda and restore to new Barracuda.
Cutover to new Barracuda’s at designated time.
Test inbound and outbound e-mail delivery. Verify both Barracuda’s are used for inbound e-mail delivery.
Follow-up with customer within three days for customer satisfactions and any concerns.

Engagement Schedule: ASAP

Assumptions:
... Customer will provide access to all areas of installation required including: Wiring Closet(s), Server Room, MDF, IDF(s), Etc.
... Customer will provide Matrix Integration with all device IP addresses and subnet information prior to arrival on-site.
... Dedicated 110 VAC electrical power and rack space to support this solution will be provided by customer.
... Removal of all waste and decommissioned hardware shall be the sole responsibility of the customer.
... Matrix Integration shall provide the customer with serial numbers as part of billing, any additional inventory tasks shall be the sole responsibility of the customer.
... Any labor or materials not specified in the deliverables section can be provided on a
time and material or as needed basis at the customer’s request.

**Basic Assumptions:**
Work to be performed during regular business hours.
Client to provide timely access to internal experts for critical information.
Client will adhere to Matrix Integration, LLC Terms & Conditions. See Attached Terms & Conditions.

**Payment Terms:** NET 30

The basis for this Engagement Proposal is to assure that Matrix Integration, LLC and the Client have a clear understanding of the basic responsibilities and deliverables that Matrix Integration, LLC, is being engaged to perform. This Proposal is based on information you have provided and/or our analysis of your particular situation and consultation with 3rd-party technical support personnel. During the work here proposed, additional procedures may be determined to be necessary. Such procedures, or any work falling outside this Proposal which you request during our service call, may involve billings beyond those reflected in this document. You will be advised if this is the case. Any additional work or amendments to this project may require a new work order and/or an additional Engagement Proposal. Configuration/Customization/Optimization of user preferences is outside the guideline of this Proposal unless clearly identified as a specific deliverable.
1. GENERAL TERMS: Matrix Integration LLC (in future reference and sales contracts, property and title shall vest in the Customer ($250.00) of the amount due. In regard to open accounts, lease five percent (5%) (but not more than two hundred fifty dollars service fee not to exceed the greater of twenty dollars ($20.00) or Matrix, and Matrix will hold title to these items until such time as delivered hereunder shall constitute acceptance thereof. Until No Goods and Services shall be sold on consignment or FROM THE DATE OF INVOICE AT THE RATE OF ONE AND amount indicated on the Invoice, net fifteen (15) days from date of Customer agrees to pay to Matrix the Confidential and Proprietary (revised 6/1/2005) Page 3

2. CLIENT RESPONSIBILITY FOR DATA: Many procedures performed in servicing and supporting data and voice equipment involve the magnetic or optical reading and writing of client data files. In the course of normal service, these files are always at some degree of risk. Ultimate responsibility for client data files rests with the client, and the client accepts any consequences for failure to adequately back up data. The client agrees that “Matrix” employees or agents are to be held blameless in the event of the loss of data.

3. EXCLUSIVITY OF THIS AGREEMENT: This instrument, and any amendment hereto, is intended to be the sole and complete statement of the obligations of the parties as to the services herein described, and supersedes all previous undertakings, negotiations, and proposals with respect to these services. No waiver, alteration, or modification of any provision hereof shall be binding unless in writing and signed by duly authorized representatives of the parties. The provisions of this agreement are for the benefit of the parties hereto and not for the benefit of any other person.

4. NON-SOLICIT/NON-HIRE AGREEMENT: The Customer/Client agrees not to hire or solicit employment (either directly as an employee or indirectly as a contractor, independent contractor or an employee of another vendor) of any “Matrix” personnel during the course of this agreement or renewal or extension of this agreement and for a period of 1 year after the conclusion of this agreement. In the event that the Customer/Client breaches this covenant set forth in the above, the parties will attempt to reach a mutually agreeable term of settlement for said breach. In the event that a settlement cannot be agreed upon, parties agree that damages will be assessed and determined through Arbitration to the greatest extent permitted under applicable law.

5. ACCEPTANCE, MODIFICATION, ASSIGNMENT: By placing this order for software, computers, telephone equipment or related products or services, including the installation and cabling or wiring (collectively referred to as “Goods and Services”), Customer (as identified on the reverse side hereof or on the Invoice) agrees to these Terms and Conditions which shall prevail over inconsistent provisions in any other form or document of Customer. No change or modification shall be applicable unless set forth in writing and signed by Matrix Integration LLC (“Matrix”). Neither this order nor any interest therein shall be assigned by Customer except with the prior written consent of Matrix.

6. PAYMENT: Customer agrees to pay deposit or down payment as required by Matrix. Customer agrees to pay to Matrix the amount indicated on the Invoice, net fifteen (15) days from date of Invoice (U.S. Funds only), for Goods and Services ordered. INTEREST WILL BE CHARGED AFTER FIFTEEN (15) DAYS FROM THE DATE OF INVOICE AT THE RATE OF ONE AND THREE-QUARTERS PERCENT (1.75%) PER MONTH. International sales will require additional payment arrangements. No Goods and Services shall be sold on consignment or conditional sales basis. Payment for the Goods and Services delivered hereunder shall constitute acceptance thereof. Until payment is received in full, all Goods and Services sold to Customer or listed on Customer’s invoices remain the property of Matrix, and Matrix will hold title to these items until such time as payment in full is received by Matrix. In the event of a returned check issued by Customer to Matrix, Customer agrees to pay a service fee not to exceed the greater of twenty dollars ($20.00) or five percent (5%) (but not more than two hundred fifty dollars ($250.00) of the amount due. In regard to open accounts, lease and sales contracts, property and title shall vest in the Customer only when all monies owed by said Customer have been verified by Matrix as having been paid to Matrix in full.

7. DELIVERY: The specific terms of delivery are as stated on the reverse side hereof or on the Invoice. Goods and Services which are delivered in advance of schedule are delivered at the risk of Customer. Matrix is not liable for delays or failure to ship due to force majeure, act of Government or other causes beyond the control of Matrix. With respect to Matrix, all shipments are F.O.B. point of shipment (“Ship To” on reverse side), freight prepaid and allowed. Shipments to Alaska and Hawaii are freight prepaid and allowed to port of exit. Matrix reserves the right to select the appropriate carrier. Special requests including, but not limited to, inside delivery, installation, and call before delivery are not included in the price. Any charges arising from failure to meet shipment, rerouting while in transit, or carrier storage charges are the responsibility of the Customer. Matrix will select the carrier unless otherwise specified on the order. Any additional costs incurred packaging the Goods and Services as a result of request by Customer will be at Customer’s cost. If the Goods and Services are not accompanied by a bill of lading, Matrix’s Invoice shall be conclusive.

8. CLAIMS: All shipments are delivered to the carrier in good condition and Matrix’s liability ceases after acceptance by carrier. If shipment arrives short or damaged, the Customer must file a claim immediately with the carrier. In the event of concealed damage, notify carrier and request an immediate inspection. Keep all cartons and packing material. Failure to file claim within the specified time required for each vendor or, if no vendor, five (5) days after receipt of Goods and Services constitutes acceptance and a waiver of any such claims.

9. DISCLAIMER OF WARRANTIES: The express warranties below are Matrix’s sole warranties of its Goods and Services, there are no understandings, agreements, representations, or warranties, express or implied (including any regarding the merchantability or fitness for a particular purpose), not specified herein, respecting the Goods and Services. Except for those obligations of Matrix identified in these Terms and Conditions, all risks related to the quality and performance of the Goods and Services and responsibility for repair or service costs rests solely on the Customer.

10. EXPRESS WARRANTIES: The express warranties of Matrix are as follows:

   a. THE GOODS AND SERVICES SHALL BE COVERED BY THE MANUFACTURER’S WARRANTY (IF ANY) WHICH SHALL BE BETWEEN THE MANUFACTURER AND CUSTOMER, ONLY WITH AUTHORIZATION FROM MANUFACTURER, MATRIX WILL ACT AS REFERRAL AGENT FOR WARRANTY RELATED ADJUSTMENTS, REPAIRS, OR EXCHANGES, AS REQUIRED BY THE MANUFACTURER, DURING THE PERIOD OF THE MANUFACTURER’S WARRANTY. MATRIX SHALL ONLY PERFORM WARRANTY REPAIRS TO THE EXTENT AUTHORIZED BY THE MANUFACTURER. ANY COST THAT MATRIX INCURS WHILE ACTING AS SAID AGENT OR MAKING SAID WARRANTY REPAIRS SHALL BE THE OBLIGATION OF THE CUSTOMER, SUBJECT TO REIMBURSEMENT BY MANUFACTURER. MATRIX MAY, AT ANY TIME, DECIDE NOT TO ACT AS SAID AGENT.

11. ATTORNEYS’ FEES: Customer shall be responsible for all expenses and costs in connection with the enforcement by Matrix of its Terms and Conditions and the costs of collection (including the fees of any collection agencies to whom the Customer’s account may be referred), plus reasonable attorneys’ fees (which attorneys’ fees shall not be less than 25% of the amount due, unless a lower amount is specified by applicable law).

12. CANCELLATION: All cancellations must be made in writing. Administrative and/or labor charges may be incurred by the Customer depending upon the stage of its installation or ability and cost of Matrix to return any Goods.

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13. ORDER CHANGES: All changes to an order must be made in writing and are subject to Matrix's ability to conform.

14. REMEDIES: The remedies herein reserved shall be cumulative, and additional to any other or further remedies provided in law or equity. No waiver of a breach of any provision of these Terms and Conditions shall constitute waiver of any other breach or of such provision.

15. INSOLVENCY: Matrix may forthwith cancel this order in the event of the happening of any of the following or any other comparable event: insolvency of the Customer, the filing of a voluntary petition in bankruptcy, the filing of any involuntary petition to have Customer declared bankrupt provided it is not vacated within thirty (30) days from the date of filing, the appointment of a receiver or trustee for Customer provided such appointment is not vacated within thirty (30) days from the date of such appointment, or the execution by Customer of an assignment for the benefit of creditors.

16. LIMITATION OF LIABILITY: Matrix shall not under any circumstances be liable to the Customer, owner of the Goods and Services or any third party for special, indirect, incidental, or consequential damages, including, without limitation, loss of profits or revenues, loss or damage to other property or equipment, cost of capital or of purchased or replacement goods, or expenses, delay or inconvenience caused by or arising from the purchase, sale, use, repair or inability to use the Goods and Services or by any performance or non-performance under, or breach of, these Terms and Conditions. Matrix’s sole liability for any defective Goods and Services shall be its repair or its replacement pursuant to the Express Warranties set forth above, or if amended, as applicable at the time of manufacture or repair of the Goods and Services. Some states do not allow the exclusion or limitation of incidental or consequential damages, so the above limitations or exclusion may not apply to all Customers. Any action resulting from any breach on the part of Customer, or as to the Goods or Services delivered hereunder must be commenced within one year after the cause of action has occurred.

17. RETURNS AND ALLOWANCES: Because of the nature of Matrix’s Goods and Services and Matrix’s agreements with vendors, Matrix only provides for a ten (10) calendar day return policy based on delivery date. There shall be a fifteen percent (15%) restocking fee on any returned item, in addition to any specific out-of-pocket expenses which Matrix may have incurred specific to your sale. Any returned Goods must be in new, resalable condition and include original boxes, shrink-wrapped documentation and system software. Any return of Goods must be accompanied by an RMA # provided by Matrix. There are no returns or refunds of any kind on any commercial software, opened or unopened. If a software vendor guarantees satisfaction of their product, it will be your responsibility to seek a refund directly with that vendor if you are not satisfied. Matrix does not support money-back guarantees on software. Matrix will exchange an item purchased from Matrix only if that item is found to have been defective, as determined by Matrix, at time of purchase. This will not apply if the item was purchased by the Customer with the following notation on the front side of this invoice: “AS IS, NO WARRANTY,” or any notation that implies the same. Before an exchange takes place, the Customer must provide this invoice as proof of purchase. Non-authorized installations made by non-certified personnel may void your manufacturer’s warranty. Under those circumstances, any repairs would be classified as out-of-warranty, and be charged for normal service rates and replacement parts. Matrix makes no warranty as to the suitability of Customer’s work environment for the use of micro computers or telephone equipment. Environmental problems will be treated and charged as normal service calls. Matrix assumes no responsibility as to the protection, suitability and/or integrity of your data. It is Customer’s responsibility to back up Customer’s data regularly.

18. SECURITY AGREEMENT: Matrix may require and Customer shall grant a security interest in Goods and Services sold pursuant to any credit Matrix may extend to the Customer. Customer irrevocably constitutes and appoints Matrix as the Customer’s true and lawful attorney-in-fact with full power of substitution to execute, acknowledge and deliver any instruments as due and perform any acts facilitating enforcement of Matrix’s remedies under this Agreement, specifically including, but not limited to, the filing of UCC financing statements with respect to any Goods and Services sold by Matrix to Customer.

19. GOVERNING LAW: All disputes between the parties, whether or not arising out of these Terms and Conditions, will be governed by the laws of the State of Indiana. Customer agrees to submit to the jurisdiction of and agrees all lawsuits relating to any disputes between the Customer and Matrix will be brought only in a state court located in Dubois County, Indiana or the United States District Court for the Southern District of Indiana. THE CUSTOMER HEREBY WAIVES THE RIGHT TO A TRIAL BY JURY IN ANY ACTION, PROCEEDING, CLAIM, OR COUNTERCLAIM WHETHER IN CONTRACT OR TORT, AT LAW OR IN EQUITY, ARISING OUT OF OR RELATING IN ANY WAY TO THESE TERMS AND CONDITIONS AND ALL OTHER DISPUTES BETWEEN THE PARTIES.

20. MITIGATION: If Matrix repossesses the Goods and Services prior to payment by the Customer of all amounts due hereunder, Matrix may sell the Goods and Services, AS IS, WHERE IS, free and clear of all rights of the Customer at either public or private sale, and apply the net proceeds (after deducting expenses of repossessing and sale) to the obligation of Customer hereunder. The Customer shall remain liable for any deficiency. MATRIX MAY DISPOSE OF THE GOODS IN ANY COMMERCIALLY REASONABLE PLACE AND MANNER AND THE CUSTOMER WAIVES ANY NOTICE OF TIME, PLACE AND MANNER OF SALE.

21. INTEGRATION: This order for Goods and Services, including these Terms and Conditions, along with any Credit Application, Invoice, Acknowledgement, Bill of Lading (and any exhibits, addenda or amendments thereto) of which this order may be a part, constitutes the sole and complete agreement between Matrix and the Customer with respect to the purchase of the Goods and Services.

22. ACKNOWLEDGEMENT: All orders will be acknowledged promptly, showing how the order was entered, the approximate shipping time and other pertinent information. It is the Customer’s obligation to examine this acknowledgement carefully and notify Matrix immediately of any discrepancies. Every reasonable effort is made to ship as acknowledged, however, the acknowledged ship date is approximate. Matrix will generally ship within five (5) working days of the acknowledged ship date. If a firm ship date is necessary, Customer must inform Matrix at time of order and Matrix will make all reasonable efforts to meet each Customer’s request. Acknowledged shipping dates are contingent upon the force majeure conditions contained in these Terms and Conditions.

23. MATRIX'S PERFORMANCE OF ITS OBLIGATIONS: The production and delivery of the Goods and Services to the extent delayed or hindered or prevented from the performance by reason of natural disasters, acts of God, strikes, lockouts, labor troubles, inability to procure materials, casualties, failure of power, restrictive governmental laws or regulations, riots, insurrection, acts of terrorism, war or other reason of a like nature not the fault of Matrix, shall excuse for the period of the delay Matrix’s performance and the period for the performance shall be extended for a period equivalent to the period of such delay.

Your signature confirms your agreement to this Proposal.

Work can be initiated after you fax or mail this form to:
Matrix Integration LLC, 417 Main St., Jasper, IN 47546
FAX # 812-634-2573

Matrix Integration, LLC Representative Signature

WO# ____________________________ Date: __________

Client Authorized Signature

Client PO# ____________________________ Date: __________

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