



February 2, 2010

Dear Valued Customer,

As a complimentary service to our FileItSuite electronic document scanning and filing package we are now offering a managed solution.

FileItSuite is a cloud (web) based electronic document filing system. In a nutshell, we setup your scanners or copy machines at your building to scan to particular folders in a custom ftp site setup within your FileItSuite installation on one of our servers.

Our servers are all high end IBM blade servers with Compellent and Equallogic 12 TB storage arrays. These arrays snapshot data each night for backups. They also keep weekly, monthly and yearly backups.

Matrixwebs.com has you file out a document about what types of documents you wish to store, how you would like to look them back up (for example work orders you might use Date, Order number, Customer Number, or PO number). We set those up along with permissions on who can access them.

At your building or buildings you scan in your documents at your leisure. When documents are in the system we are notified they are ready to process. Our team will then "file" these documents for you in the proper folders and flags.

All documents can then be pulled up by whomever you specify, for example your company, your bank, you at home, or your auditor.

More information on the product can be found here:

<http://www.fileitsuite.com/>

There is a 30 day money back guarantee that you will be satisfied.

A handwritten signature in black ink, appearing to read "Greg Richards", with a large, stylized flourish at the end.

Greg Richards
President
Matrixwebs.com



Matrixwebs.com, LLC, Electronic Filing Contract for 2010

Please select one of the following contract terms, sign, and return to Matrixwebs.com with payment by February 5th, 2010. Mail to Matrixwebs.com, LLC | 18330 Sutter Blvd. | Morgan Hill, CA 95037

Paperless Office

- Setup scanning are your company. 1 building. Installation of software on hosted servers. Setup of all scan folders and permissions. Training on scanning and viewing. All electronic filing is done by our workers in house or remote. Your documents are filed within 24 hours. Viewing documents is accomplished through web client. Includes 5 gb storage and daily backups. Up to 1000 documents per month.

\$500 setup and \$250 per month.

- Setup scanning are your company. 1 building. Installation of software on hosted servers. Setup of all scan folders and permissions. Training on scanning and viewing. All electronic filing is done by our workers in house or remote. Your documents are filed within 24 hours. Viewing documents is accomplished through web client. Includes 10 gb storage and daily backups. Up to 2000 documents per month.

\$500 setup and \$350 per month.

- Setup scanning are your company. Up to 2 buildings. Installation of software on hosted servers. Setup of all scan folders and permissions. Training on scanning and viewing. All electronic filing is done by our workers in house or remote. Your documents are filed within 24 hours. Viewing documents is accomplished through web client. Includes 25 gb storage and daily backups. Up to 4000 documents per month.

\$700 setup and \$450 per month.

- Setup scanning are your company. Up to 5 buildings. Installation of software on hosted servers. Setup of all scan folders and permissions. Training on scanning and viewing. All electronic filing is done by our workers in house or remote. Your documents are filed within 24 hours. Viewing documents is accomplished through web client. Includes 200 gb storage and daily backups. Up to 6000 documents per month. Includes high speed scanner. Monthly backups on cd, sent to client.

\$800 setup and \$550 per month.



WEBSITE MAINTENANCE AGREEMENT

By and between Matrixwebs.com, 18330 Sutter Blvd., Morgan Hill, CA 95037 and (COMPANY)

1. Term of Agreement

This agreement shall commence on the effective date, which is the date Matrixwebs.com accepts this agreement and a fully executed original copy thereof is received by "(COMPANY).", and shall remain in effect for a period of time as described in initial term. This agreement shall automatically renew for a period of twelve (12) months ("Subsequent Term") unless terminated by either party upon not less than thirty (30) days prior written notice. Matrixwebs.com, LLC may, at its option, immediately terminate this agreement for any payment delinquency in excess of thirty (30) days.

* Initial Term of Contract = 6 months

2. Charges

Maintenance Agreement charges as set forth and made a part of this agreement commence on the effective date stated in the introduction hereof and shall be payable in advance. The initial payment will be due and payable within 30 days of the effective date of this agreement with invoicing occurring thereafter.

Charges other than the Maintenance charges identified above, which include travel expenses, overtime, and those other expenses identified in caption 7 hereof, shall be invoiced, and all charges hereunder will be due and payable within thirty (30) days from date of "(COMPANY)," receipt of invoice.

3. Scope of Matrixwebs.com, LLC Maintenance Agreement

Matrixwebs.com shall render the services selected above by the client.

4. Exclusions from Matrixwebs.com, LLC Maintenance Agreement

The following services are outside the scope of Matrixwebs.com, LLC Maintenance Agreement

- a. Processing above the agreed upon limit

If a clients processing needs go over the limits established in this agreement, Matrixwebs.com is to notify the client BEFORE work proceeds to obtain permission on increasing limits.

5. Matrixwebs.com, LLC Maintenance Agreement Period



Matrixwebs.com, LLC shall provide website maintenance, as defined in caption 3 and 4 hereof, during the period of nine (9) consecutive hours between the hours of (8:30 a.m. and 5:30 p.m. daily Monday through Friday, except legal holidays) unless otherwise provided herein. Legal holidays shall include only those holidays specified.

6. Disclaimers; Customer's Responsibilities

MATRIXWEBS.COM'S OBLIGATIONS UNDER THIS AGREEMENT ARE IN LIEU OF ALL WARRANTIES, EXPRESS OR IMPLIED. MATRIXWEBS.COM, LLC WILL NOT BE LIABLE FOR INCIDENTAL, SPECIAL, INDIRECT, OR CONSEQUENTIAL DAMAGES, LOSS OF PROFITS OR INCOME OR LOSS OF USE OF OTHER BENEFITS, ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR THE MAINTENANCE SERVICE PERFORMED THEREUNDER IT IS THE RESPONSIBILITY OF THE CUSTOMER TO ENSURE THAT ALL OF ITS FILES ARE ADEQUATELY DUPLICATED AND DOCUMENTED. MATRIXWEBS.COM LLC WILL NOT BE RESPONSIBLE FOR CUSTOMER'S FAILURE TO DO SO, NOR FOR THE COST OF RECONSTRUCTING DATA STORED ON DISC FILES, TAPES, MEMORIES, ETC. LOST DURING THE COURSE OF PERFORMANCE OF MAINTENANCE SERVICE.

7. General

Matrixwebs.com agrees not to adjust the specified monthly and other charges or per call rates and terms in effect on the effective date of this agreement as part hereof whether the equipment specifications, attachments, or features of any type of equipment are changed or unchanged without the prior written consent of **(COMPANY)**. In the absence of such prior consent, **(COMPANY)** has the right to immediately terminate the Agreement without any further liability to Matrixwebs.com.

Neither party is responsible for any failure to render service due to strikes or causes reasonably beyond its control.

This agreement is not assignable by either party without the prior written consent of the other party. Any attempted assignment without prior written consent shall be void.

Either party may terminate this agreement at any time following receipt of written notice to the other party and a period of thirty (30) days to cure the alleged failure of the other to comply with any of the terms and conditions of this agreement. Matrixwebs.com, LLC reserves the right to terminate website maintenance service immediately in the event customer is in default under any agreement with Matrixwebs.com, LLC following customer's receipt of written notice and failure to cure such default within the aforementioned thirty (30) day period to cure. This agreement will terminate immediately and all charges due hereunder will become immediately due and payable in the event that either party hereto makes an assignment for the benefit of creditors, or a voluntary or involuntary petition is filed by or against either party under any law having for its purpose the adjudication of either party as bankrupt or the reorganization of either party, as the case may be.



Any notice or communication given hereunder shall be in writing and mailed, if to Matrixwebs.com, to the address of Matrixwebs.com office shown on the face of this agreement, and if to the customer, to the address of the customer shown on this agreement, or to such other address as such party shall have heretofore designed by notice in writing. Unless otherwise provided, any such notice, if mailed properly addressed and postage prepaid, shall be deemed given upon the third business day following deposit in the United States mail.

This agreement shall be governed by the laws of the State of California and constitutes the entire agreement between Matrixwebs.com and the customer with respect to the furnishing of Matrixwebs.com on-site maintenance service and computer service center. No provision of this agreement shall be deemed waived, amended or modified by either party unless such waive, amendment or modification be in writing signed by the party against whom it is sought to enforce the waiver, amendment or modification.

The foregoing terms and conditions shall prevail notwithstanding any variance with the terms and conditions of any order submitted by the customer for the repair or maintenance of the equipment.

Customer acknowledges that it has read this agreement, understands it, and agrees to be bound by its terms and conditions. Further, customer acknowledges that this agreement is the complete and exclusive statement of the agreement between the parties, which supersedes all proposals or prior agreements, oral or written, and all other communications between the parties relating to the subject matter of this agreement.

Any written consent required hereunder shall not be unreasonably withheld.

In witness whereof, the parties hereto have agreed to the terms of this contract. 2nd day of JANUARY, 2010

(COMPANY)

BY _____

Date: _____, _____

MATRIXWEBS.COM, LLC