

STATE OF TEXAS §
 §
COUNTY OF FORT BEND §

**ADDENDUM TO NOVELL GROUPWISE TO MICROSOFT
EXCHANGE MIGRATION AGREEMENT**

THIS AMENDMENT is entered into by and between Fort Bend County, a body corporate and politic, and The Harding Group, Inc., a company authorized to conduct business in the State of Texas.

THAT, WHEREAS, the parties have executed and accepted that certain Novell GroupWise to Microsoft Exchange Migration Agreement, (hereinafter the "Agreement"), attached hereto as Exhibit "A" and incorporated by reference; and

WHEREAS, the following changes are incorporated as if a part of the Agreement:

1. **Time of Performance.** It is understood and agreed that the time for performance of the Scope of Services under this Agreement shall begin with receipt of the Notice to Proceed and end no later than ten (10) weeks thereafter.
2. **Applicable Law.** This Agreement shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Fort Bend County, Texas. Venue shall lie in Fort Bend County, Texas, for any suit regarding this agreement.
3. **Indemnity.** The parties agree that under the Constitution and laws of the State of Texas, Fort Bend County cannot enter into an agreement whereby Fort Bend County agrees to indemnify or hold harmless another party; therefore, all references of any kind to defending, indemnifying, holding or saving harmless for any reason are hereby deleted. The penalties and remedies provided by agreement do not limit common law remedies of tort, contract, or equity, including a suit for damages, injunction, or mandamus.
4. **Attorney Fees.** Fort Bend County does not agree to pay any and/or all attorney fees incurred by The Harding Group, Inc. in any way associated with this agreement.
5. **Arbitration.** Fort Bend County does not agree to submit disputes arising out of the Agreement to binding arbitration. Therefore, any references to binding arbitration or the waiver of a right to litigate a dispute are hereby deleted.
6. **Taxes.** Fort Bend County, Texas, is a body corporate and politic under the laws of the State of Texas and claims exemption from sales and use taxes. A copy of a tax-exempt certificate will be furnished upon request.
7. **Confidential Information.** The Harding Group, Inc. expressly acknowledges that Fort Bend County is subject to the Texas Public Information Act, TEX. GOV'T CODE ANN. §§ 552.001 *et seq.*, as amended, and notwithstanding any provision in the Agreement to the contrary, Fort Bend County will make any information related to the Agreement, or otherwise, available to third parties in accordance with the Texas Public Information Act. Any proprietary or confidential information marked as such provided to Fort Bend County by The Harding Group, Inc. shall not be disclosed to any third party, except as directed



by the Texas Attorney General in response to a request for such under the Texas Public Information Act, which provides for notice to the owner of such marked information and the opportunity for the owner of such information to notify the Attorney General of the reasons why such information should not be disclosed.

8. **Insurance.** Prior to commencement of the Services, The Harding Group, Inc. shall furnish Fort Bend County with evidence of all insurance required and provide that such insurance shall not be canceled, except on 30 days' prior written notice to Fort Bend County. The Harding Group, Inc. shall maintain such insurance coverage from the time Services commence until Services are completed. The Harding Group, Inc. shall obtain such insurance written on an Occurrence form from such companies having Bests rating of A/VII or better, licensed or approved to transact business in the State of Texas.
- a. The Harding Group, Inc. shall obtain such insurance of the following types and minimum limits:
 - i. Workers' Compensation insurance in accordance with the laws of the State of Texas. Substitutes to genuine Workers' Compensation Insurance will not be allowed.
 - ii. Employers' Liability insurance with limits of not less than \$1,000,000 per injury by accident, \$1,000,000 per injury by disease, and \$1,000,000 per bodily injury by disease.
 - iii. Commercial general liability insurance with a limit of not less than \$1,000,000 each occurrence and \$2,000,000 in the annual aggregate. Policy shall cover liability for bodily injury, personal injury, and property damage and products/completed operations arising out of the business operations of the policyholder.
 - iv. Business Automobile Liability insurance with a combined Bodily Injury/Property Damage limit of not less than \$1,000,000 each accident. The policy shall cover liability arising from the operation of licensed vehicles by policyholder.
 - v. Information technology liability insurance with limits not less than \$1,000,000.
 - b. Fort Bend County and the members of Commissioners Court shall be named as additional insured to all required coverage. All Liability policies written on behalf of The Harding Group, Inc. shall contain a waiver of subrogation in favor of Fort Bend County and members of Commissioners Court.
 - c. If required coverage is written on a claims-made basis, The Harding Group, Inc. warrants that any retroactive date applicable to coverage under the policy precedes the effective date of the contract; and that continuous coverage will be maintained or an extended discovery period will be exercised for a period of 2 years beginning from the time that work under the Agreement is completed.
9. **Independent Contractor.** In the performance of work or services hereunder, The Harding Group, Inc. shall be deemed an independent contractor, and any of its agents, employees, officers, or volunteers performing work required hereunder shall be deemed solely as employees of The Harding Group, Inc. or, where permitted, of its subcontractors. The Harding Group, Inc. and its agents, employees, officers, or volunteers shall not, by performing work pursuant to this

Agreement, be deemed to be employees, agents, or servants of Fort Bend County and shall not be entitled to any of the privileges or benefits of Fort Bend County employment.

THE HARDING GROUP, INC.

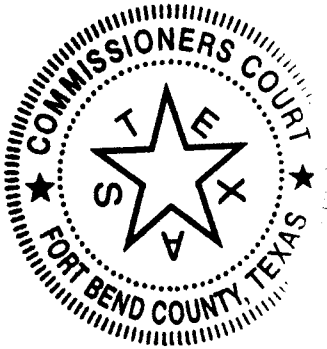
By:

Authorized Agent - Signature

Authorized Agent - Printed Name

Title:

Date:



FORT BEND COUNTY

By:

Robert E. Hebert, County Judge

Date:

ATTEST:

Dianne Wilson

Dianne Wilson, County Clerk

AUDITOR'S CERTIFICATE

I hereby certify that funds in the amount of \$ 32,440.00 are available to pay the obligation of Fort Bend County within the foregoing Agreement.

Robert Ed Sturdivant, County Auditor

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EXHIBIT A

A handwritten signature in black ink, located in the bottom right corner of the page. The signature is stylized and appears to be a cursive representation of a name.



Novell GroupWise to
Microsoft Exchange Migration
Proposal

Prepared for:

Fort Bend County

Reference: F00410004A

Texas BuyBoard #331-09

November, 2010

Novell GroupWise to Microsoft Exchange Migration

Disclaimer The Harding Group, Inc. (HGI), makes no representations or warranties with respect to the contents or use of this document, and specifically disclaims any express or implied warranties of merchantability or fitness for any particular purpose.

Address The Harding Group, Inc.
1125 Longpoint Ave
Dallas, TX 75247

Prepared By Craig Willing, Alex Duncan, Stephen Flournoy

Novell GroupWise to Microsoft Exchange Migration Proposal

10/27/2010

Reference: F00410004A

Fort Bend County

Consultants: Alex Duncan, Craig Willing, Scott Bessey

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1 About The Harding Group

The Harding Group, Inc. (HGI) delivers award-winning information technology solutions to meet our client's needs. We have a reputation for innovative network design, integration and data management services offered by our certified engineering professionals.

Our engineering staff is widely recognized for their work with such varied clients as Cook Children's Hospital, Office of the Attorney General -- State of Texas, Baptist Health Care System of Texas, East Texas Medical Center, The City of Corpus Christi, The City of Tulsa, and over 50 Independent School Districts in the State of Texas.

The company was founded in March, 1993, with four employees and was initially named DFW Computer Solutions. In November, 1995, the company incorporated and became The Harding Group, Inc. The corporate office is located in Dallas, Texas, with a branch office in Austin. Today we are still privately owned, have approximately 32 employees, and have grown to be one of the most well-known and respected IT service and support firms in the southwest.

Microsoft: The Harding Group is a Microsoft Gold Partner, an authorized Microsoft training facility, and a long-time member of the DFW Chapter of the International Association of Microsoft Certified Partners.

Novell: The Harding Group is the Dallas/Fort Worth Metroplex's most award-winning Novell Platinum Partner. We are proud to have won Novell's prestigious Service Excellence Award for eight consecutive years. These awards are based on customer satisfaction, technical service and consulting, sales and support of vendor products, commitment to education, and qualified engineering personnel.

SAN, Backup and DR Solutions: The Harding Group has some of the brightest minds in iSCSI and Fibre Channel SAN solutions. We provide service and consulting in all related areas of storage architecture, data storage, data management, clustering, data backup, data replication, SAN training, business continuance and disaster recovery. We are the nation's largest full-service reseller, implementer, and trainer of Xiotech FC SAN systems. HGI also serves as a full-service reseller and implementer of LeftHand Networks SAN solutions. The Harding Group has been successful in offering its Storage Protection Services (SPS), a remote backup solution, to many customers from varied business models.

2 Executive Summary

The Harding Group, Inc. would like to thank Fort Bend County for the opportunity to provide a proposal with our recommendations and implementation services, for a migration of approximately 2000 user mailboxes, from Novell GroupWise to Microsoft Exchange.

There are several strategies available when considering a mail migration project. These are:

Hard Cutover - This method is rather harsh, as it involves the sudden change from one messaging system to another, with no centralized effort to migrate mailbox data. Users can be instructed to export their mail and contacts, and import it into their Exchange mailbox, but no server to server communication would be involved.

This method would be the least expensive option, as it involves no tools and minimal consulting services. However, it is not seen as the most viable decision in most circumstances.

Coexistence - The most complex and costly scenario is the coexistence of both Exchange and Novell GroupWise. Each system is capable of delivering mail for a given DNS name and needs to know which system hosts which mailboxes. Special mail routing rules have to be created, and maintained, on each system as well. Two separate email archives, SPAM, and virus protection (unless this anti-X solution is hosted in the cloud and is the first hop in inbound mail routing) will have to be maintained as well.

This method works best in large mail organizations that cannot afford to backfill a new mail infrastructure with legacy data.

Dialtone or Backfill Cutover - In this scenario, a hard switch still occurs on a predetermined date. All new inbound mail flows to Exchange rather than Novell GroupWise, and Novell GroupWise is prevented from sending mail. Users start with an empty mailbox, but there is a centralized effort to migrate some, or all, mailbox data from the legacy system. Fort Bend County can decide to migrate as many users and mail messages or folders deemed necessary, as well as any part of a Novell GroupWise mailbox needed.

This strategy is an effective middle ground, between the high costs of running concurrent systems, and the drastic nature of a hard cutover. It involves the purchase of specialized software tools, several dedicated workstations to perform the mailbox migrations, as well as substantial consulting assistance to perform the migration.

The Harding Group, Inc. recommends this approach for a mail system migration for Fort Bend County.

The Harding Group, Inc. understands that Fort Bend County requires that all existing email, calendar items, tasks, contacts, etc., currently found in Novell GroupWise must be migrated to the new Exchange system. HGI recommends the use of the Novell GroupWise Migrator for Exchange software by Quest be used to ensure a reliable migration of data from Novell GroupWise to Exchange.

Novell GroupWise to Microsoft Exchange Migration

It is worth noting that any migration strategy will negate the single message store functionality of Exchange, as emails and attachments will be migrated piecemeal, and will therefore be stored as separate objects, rather than one object and shortcuts to that object. This will cause storage to be used disproportionately; 50 GB of mail for a single system could require 125 GB until the migration is complete (50 GB on each system, and duplication of messages in the target system).

The Harding Group, Inc. welcomes the opportunity to work with Fort Bend County and assure Fort Bend County of our commitment to a project that is well planned, a design that is technically solid, and a project execution that exceeds your expectations. The Harding Group, Inc. is known for engineering excellence, ease of doing business, and the upholding high ethical standards.

Thank you for your interest in The Harding Group, Inc.!

2.1 Objectives

The following are the Objectives of Fort Bend County migration:

- Create new Exchange organization in existing AD domain
- Move email infrastructure to Microsoft based technology
- Migrate existing user e-mail information, rights, calendars, and contacts
- Assist client with setting up outlook for deployment
- Hold weekly status meeting with the clients staff

Throughout the project Harding Group will maintain consistent communication with the project manager and Fort Bend team.



3 Proposed Implementation Process

3.1 Migration Concept

In the case of a messaging migration for Fort Bend County, The Harding Group suggests a migration strategy that has been successful and efficient for our Clients in the past, and that is particularly well suited to school districts. We suggest a 'dialtone' migration, rather than a continuous co-existence between directories and mail systems.

Fort Bend County was somewhat unclear as to whether coexistence between mail systems is mandated. While the issue was discussed, in the interest of providing a complete response HGI would like to clarify its proposed method to migrate Fort Bend County from Novell GroupWise to Exchange:

The most complex and costly scenario is the coexistence of both Exchange and Novell GroupWise. Each system is capable of delivering mail for a given DNS name and needs to know about which system hosts which mailboxes. Special mail routing rules have to be created (and maintained) on each system, as well. Two separate email archives and separate SPAM and virus protection (unless this anti-X solution is hosted in the cloud and is the first hop in inbound mail routing) will have to be maintained as well.

The only compelling case for coexistence involves very large mail organizations that cannot afford to backfill a new mail infrastructure with legacy data.

In contrast to mail system coexistence stands what we call a 'dialtone' migration. In this scenario, a hard switch between mail systems occurs, on a predetermined date, all new inbound mail flows to Exchange rather than Novell GroupWise and Novell GroupWise is prevented from sending mail. Users start with an empty mailbox, but there is a centralized effort to migrate mailbox data from the legacy system. Fort Bend County can decide to migrate all or some users, all or some of their mail messages or folders as well as any part of a Novell GroupWise mailbox (calendar, contacts...)

The advantage of a 'dialtone' approach is that the additional 'connector' servers, and the extensive configuration and troubleshooting time to make the two systems coexist, are no longer needed. This saves Fort Bend County considerable time, expense, and exposure to risk. All mailbox items for every user will still be migrated to the new environment. Using this method, the actual migration will occur much more quickly and cleanly.

HGI will be using this approach for a mail system migration.

3.2 Train the Trainer

The Harding Group will conduct a one-day Microsoft Outlook class for Fort Bend County's training staff, to prepare them for their task of training the end-users. This will include training



accounts, and early access to Exchange, to build the training material necessary. This training would utilize the pre-production Exchange environment

3.3 Exchange

The Harding Group will implement the Exchange infrastructure designed and agreed upon by both parties, in the design phase of the project.

3.4 Migration

The Harding group will require a lab of workstations, to install the migration tools onto and to be used as the migration 'engine'. The migration would occur in two phases. The first will migrate 50 users into a pre-production Exchange environment for testing and familiarity; the second will occur on a predetermined date, and will target the same environment.



4 Design & Implementation

4.1 Phase 1: Design

4.1.1 Objective 1: Exchange Design

HGI will hold a one day whiteboard session with Fort Bend County's principals and staff to determine the optimal configuration of the Exchange infrastructure to be deployed, and discuss the particular needs of Fort Bend County. Such as:

- Anticipated load from Outlook Anywhere, Outlook Web Access (OWA) and mobile (phone) clients
- Anti-SPAM and Anti-Virus solutions
- Site design for distributed systems, including Clustering, Database Access Groups, and Replication
- Exchange databases and/or individual mailboxes sizes and limits
- Security and Permissions pertaining to Exchange servers and mailboxes
- Addressing policies
- Mail retention needs and compliance mandates
- Multiple mail domain hosting
- Public Folders or other collaborative systems
- Offline Address Book generation strategies
- Migration requirements and strategies
- Virtualization options
- Outlook deployment options
- Knowledge Transfer Requirements
- Backup strategies and Disaster Recovery requirements and options
- Archiving and Retention policies

4.1.2 Exchange Design Document

HGI will present an Exchange design document including:

- Mail flow diagram
- Complete spec sheet and diagram, for each server involved in the Exchange organization
- Detailed listing of server roles and Exchange databases configurations
- All hardware required for each relevant role (Mailbox, Hub Transport, Client Access, Edge Transport, etc.)
- Detailed description of implementation steps and interaction between services and components
- Final timeline for implementation steps

4.2 Phase 2: Implementation

4.2.1 Objective 1: Exchange Implementation

HGI will implement the Exchange rollout based on the design plan including the following deliverables:

- Baseline Operating System
- Install Exchange Server software and configure Exchange Roles
- Create and optimize Exchange database(s)
- Configure and optimize Microsoft Web server(s) to provide OWA capability
- Configure SMTP communication both within and outside of the client environment
- Configure Exchange Recipient Policies and Offline Address Book generation
- Configure Anti-Virus and assist client in an Exchange changes necessary for ProofPoint appliance.
- Mail-enable Active Directory Objects, including users and Distribution Lists (groups)
- Build migration workstation: install Quest tools on workstations
- Migrate up to 50 test mailboxes, including calendars and contacts, using industry-standard tools and practices
- Verify all test users' connectivity to required resources

4.3 Phase 3: Migration

Once the new infrastructure is in place, HGI will assist Fort Bend County with the migration of data as follows:

4.3.1 Objective 1: Outlook Deployment Configuration

- Assist client with creating an Outlook installation to push to computers in their environment via SCCM, other third party application push technologies, or manual installation

4.3.2 Objective 2: Mail Migration

- Cutover production to Exchange 2010 mail infrastructure
- Verifying import status of mailbox data and remediate as needed
- Migrate production mailboxes (including resource mailboxes), including calendars, distribution lists, proxy/share information and contacts, using industry-standard tools and practices
- Migrate users GroupWise archives to the Exchange environment or PST files from a central location

Upon completion of this objective, Fort Bend County will be provided with 'as-built' configuration documentation for the server environment.

4.4 Phase 4 (Optional): Blackberry Migration

- HGI will implement a new BES server into the Exchange environment including:
 - Baseline operating system installation
 - BES software installation
 - BES service account creation
 - BES Exchange permission creation
 - BES Exchange throttling policy creation
 - Testing up to 10 phones with the new BES server

4.5 Phase 5: Knowledge Transfer and Documentation

- Deliver the final design documents, updated with all changes approved during Phases 2 and 3, that reflect the Client's final, production infrastructure, to the client
- Remain available to key Client staff to answer questions, either relating to final deliverables, or ongoing maintenance of the new environment
- Knowledge transfer and training of key Client staff on Exchange operations, such as mail-enabling objects (i.e. create a mail account), purging of disabled or orphaned mailboxes, and troubleshooting mail flow



5 Assumptions

- Administrative access into Novell GroupWise and Active Directory environment
- 8 workstation machines for quest migration utilities to run on
- Access to A, MX, TXT, and PTR records
- Fort Bend County will be purchasing a UCC certificate for the environment
- Fort Bend County will have a backup environment available for Exchange at project start; this is needed for log truncation.
- Fort Bend County has enough storage space for proposed Exchange environment.
 - An example is if Fort Bend County has 2000 users with 500MB quotas they would need roughly 3.0-3.5 TBs available for mail data, an addition 1.0 TB available for log storage depending on their backup mechanism, plus archiving space.
- Fort Bend County will provide HGI with remote connectivity to monitor migration
- Fort Bend County has approximately 2000 Exchange mailboxes
- Any archives to be migrated will be moved to a central (server) location prior to migration
- Fort Bend County will provide a spreadsheet cross-referencing GroupWise email account names to Active Directory account names and desired SMTP addresses if different from original



6 Software and Hardware Requirements

6.1 Software (Could change depending on design phase determinations)

- Exchange
 - 2 – Microsoft Server 2008 R2 Standard Server
 - 2 – Microsoft Server 2008 R2 Enterprise Server
 - 2 – Microsoft Exchange 2010 R2 Standard Server
 - 2 – Microsoft Exchange 2010 R2 Enterprise Server
 - 2000 – Microsoft Exchange Standard CALs
 - 2000 – Quest GroupWise to Exchange Migrator Licenses
 - Spam and Edge Antivirus solution options
 - Microsoft Forefront
 - 2 – Exchange 2010 Standard Server
 - 2 – Microsoft Server 2008 R2 Standard Server
 - Harding Group EPS
 - Edge Appliance such as Barracuda or Cisco IronPort
- Blackberry
 - Necessary BES server software and user licenses

6.2 Hardware (Could change depending on design phase determinations)

- Exchange
 - 2 Mailbox Servers – Dual Quad Core Processors with 32GB of ram, 146GB of local storage, and appropriate HBAs for SAN connectivity. One Mailbox server is for a separate site that must remain segmented from the central exchange setup
 - 2 Client Access/Hub Transport Servers – Dual Quad Core Processors with 16GB of ram, 146GB of local storage
 - Spam and Edge Antivirus solution options
 - Microsoft Forefront
 - 2 Edge Transport Servers – Dual Quad Core Processors with 12GB of ram, 146GB of local storage
 - Edge Appliance
- Migration
 - 8 workstation-class machines, with a 2.6+ GHz dual core processors, gigabit connectivity, and 4GB of ram

7 Costs

7.1 Professional Services cost

- Project price based on Exchange 2010 - **\$26,000**
- Addition out of scope work - \$150/hour on a time and materials basis
- Travel costs (hotel, flight/car/mileage, and per diem) will be billed in addition to above Consulting Services. This will not exceed **\$5,200** of the professional services cost without prior approval from the client.

7.2 BES Installation

- **\$1,240**

7.3 Hardware

- To be acquired by client

7.4 Microsoft Licensing

- Fort Bend County to purchase via Microsoft Licensing representative that is already in place

8 Conclusion

In this proposal, The Harding Group, Inc. has included the suggested project implementation steps, hardware requirements and software requirements in order for Fort Bend County to migrate their Novell GroupWise messaging system to Microsoft Exchange. This move will allow Fort Bend County to use current Microsoft technology and implement it into their existing Microsoft infrastructure therefore lowering the TCO of the IT infrastructure. This lowering of TCO is a result of several factors including application support and integration, single sign-on ability, ease of new employee training and third party support and consulting costs. The Harding Group, Inc. hopes to assist Fort Bend County in their current infrastructure migration and with any other future IT needs. HGI holds a Microsoft Partnership at the **highest level**, Gold; therefore it can provide support on many Microsoft based technologies.

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9 Cancellation and Rescheduling Policy

For any cancellations made by Fort Bend County within ten business days of the start of the Project, Client will incur a cost of half of the total time scheduled. For any cancellations made by the Client within five business days of the start of the Project, Client will incur the full cost of the total time scheduled. For any rescheduling of Services requested by the Client within five business days of the start of the Project, Client will incur all costs to modify travel arrangements and other related expenses.

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10 Client Responsibilities

- Appoint and make available a project manager to work with The Harding Group for the duration of the project
- Furnish The Harding Group with information and data on client operations, activities, and existing systems
- Provide necessary security access to network systems and client facilities
- Provide adequate workspace and power sources
- Provide suitable server and workstation platforms
- Provide necessary telecommunications facilities
- Provide access to DNS configuration including A, MX, TXT, and PTR records
- Provide HGI with remote connectivity to monitor migration
- Verify complete backup of all computer systems
- Client will send email communication to users regarding Archive moves to a central location
- Make appropriate changes to mail routing
- Provide adequate hardware on which to implement the email solution as stated in "Hardware Requirements" section
- Fort Bend County will have a backup environment available for Exchange at project start - this is needed for Log truncation
- Administrative access into GroupWise and eDirectory
- Client will make the necessary public DNS changes
- Acquire a UCC (Unified Communications Certificate) SSL certificates for Web access from a third-party registrar
- Client's Domain Controller(s) must be sufficiently capable of supporting the new Exchange environment as per the following recommendations by Microsoft: One Domain Controller processor core be dedicated for each four Exchange processor cores
- Should the Client require the migration of GroupWise archives, the client is responsible for unarchiving the data back to the GroupWise post offices prior to migration or placing the archives into a central repository
- Client will provide 8 workstations (PC's running Windows XP) to be used as migration hosts during the duration of this project. These machines will no longer be needed once the mail is migrated to Exchange
- Client will make the necessary changes, if any, to their anti-SPAM/Email Anti-Virus solution to support the new Exchange server

11 Contact List

To ensure a successful project, direct all communications to the following individuals:

Fort Bend County

Project Manager

Name: Kenneth Ford
Address: Fort Bend County
Voice: 281-341-4570
Fax: 281-341-4526
E-Mail: Kenneth.ford@co.fort-bend.tx.us

Billing Contact

Name: Kenneth Ford
Address: Fort Bend County
Voice: 281-341-4570
Fax: 281-341-4526
E-Mail: Kenneth.ford@co.fort-bend.tx.us

The Harding Group, Inc.

Main Contact

Name: Stephen Flournoy
Address: 1125 Longpoint Ave
Dallas, TX 75247
Voice: 817-461-3393
Fax: 817-461-3394
E-Mail: sflournoy@harding-group.com

Project Manager

Name: Alex Duncan
Address: 1125 Longpoint Ave.
Dallas, TX 75247
Voice: 817-461-3393
Fax: 817-461-3394
E-Mail: aduncan@harding-group.com

12 Proposed Schedule

Unless otherwise negotiated between the parties, The Harding Group, Inc. will generally require a one-week lead-time to start a project. Requests for HGI resources and schedules are managed by the Project Managers and will be assigned based on mutual agreement, the skill set needed for the project, and availability of engineers possessing the required set of skills. Below is the estimated project schedule.

Proposed Signing Date: TBD

Proposed Project Start Date: TBD

Proposed Completion Date: TBD



13 Contractual Agreement

The Harding Group, Inc. (HGI) covenants and agrees that it shall use its best reasonable efforts, and that all persons employed by it to perform the Services hereunder, shall use their best reasonable efforts to perform the Services in a timely, efficient, diligent, competent and workmanlike manner.

Cost of and Payment for Product and Services will be as follows:

Payment for services delivered under this Statement of Work will be invoiced as follows:

All hardware & software on project start date

1/2 of professional services costs on project start date

1/2 of professional services costs upon completion of project

All payments will be made to HGI within 30 days of receipt of invoice. Late payments will incur a late fee of 2% of the total invoice. If The Harding Group, Inc. is carrying the up-front travel costs, there will be a 4% charge added to the travel costs. Travel costs include mileage at 50 cents per mile or airfare, accommodations, and per diem of \$35.00 per day. Travel time will be calculated from The Harding Group offices in Dallas, Texas.

Employment Solicitation

Neither Client nor any of its affiliates shall, directly or indirectly, solicit for employment, offer employment to, employ or engage as a consultant any individual who is then employed, or any individual who is employed by HGI. Likewise, neither HGI nor any of its affiliates shall, directly or indirectly, solicit for employment to, employ or engage as consultant any individual who is then employed by Client

Non-disclosure of confidential information

During the term of this agreement and for a period of three years after termination or expiration of this agreement, neither party shall in any way transfer to any third party, or use in direct or indirect competition with the other party, or any of its other agents, any information disclosed by a party to the other party, that is marked as confidential or that is or should be reasonably understood to be confidential. Confidential information includes, but is not limited to, technical solutions, technical information, client information, price lists, business plans, pricing information, and human resources information.

Taxes

Services of the nature provided hereunder are not currently subject to State of Texas sales or use tax; however, if subsequent to the date hereof the Services become subject to such taxes, Client agrees that it shall timely pay such taxes or reimburse Contractor for its payment thereof.

Limitations of Liability

Neither party shall be liable for any indirect, incidental, special, punitive or consequential damages or for any lost or imputed profits or revenues or lost data or costs of cover arising from or related to this agreement, regardless of the legal theory under which such liability is asserted, and regardless of whether a party has been advised of the possibility of any such liability, loss or damage. The Harding Group, Inc.'s liability hereunder shall in no event exceed an amount equal to the revenue paid to HGI under this agreement.

Indemnification

Client shall indemnify, defend, and hold harmless The Harding Group, Inc. and its officers, directors, employees, agents and affiliates from and against any and all claims, demands, actions, losses, damages, assessments, charges, liabilities, costs and expenses (including, without limitation, interest, penalties, attorney's fees and disbursements) which may at any time be suffered or incurred by or be asserted against any or all of them, directly or indirectly, on account of or in connection with: (i) Client's default under any provision in this agreement, breach of any warranty or representation in this agreement, or failure in any way to perform any obligation under this agreement; (ii) personal injury, death, or damage to any loss of any property arising out of or in any way relating to the HGI services or pursuant, directly or indirectly, to this agreement; (iii) any claim, cause of action, judgment, liability or expense relating to or arising out of the acts or omissions of the client, its employees, contractors or agents.

The Harding Group, Inc. warrants that it is an authorized reseller for all products being sold to Fort Bend County under this agreement. Furthermore, HGI shall indemnify, defend, and hold harmless Fort Bend County and its officers, directors, employees, agents and affiliates from and against any and all claims, demands, actions, losses, damages, assessments, charges, liabilities, costs and expenses (including, without limitation, interest, penalties, attorney's fees and disbursements) which may at any time be suffered or incurred by or be asserted against any or all of them, directly or indirectly, on account of or in connection with: (i) HGI's default under any provision in this agreement, breach of any warranty or representation in this agreement, or failure in any way to perform any obligation under this agreement; (ii) personal injury, death, or damage to any loss of any property arising out of or in any way relating to the Fort Bend County services or pursuant, directly or indirectly, to this agreement; (iii) any claim, cause of action, judgment, liability or expense relating to or arising out of the acts or omissions of Fort Bend County, its employees, contractors or agents.

Miscellaneous



Any dispute relating to this agreement shall be submitted for binding arbitration under the Commercial Arbitration rules of the American Arbitration Association. The venue for any such arbitration shall be Dallas, Texas. Neither party may assign this agreement or any of its rights or obligations hereunder without the prior written consent of the other party. In the event that any portion of this agreement is held to be unenforceable, the unenforceable portion shall be construed as nearly as possible to reflect the original intent of the parties and the remainder of

Novell GroupWise to Microsoft Exchange Migration

the provisions shall remain in full force and effect. Neither party's failure to insist upon strict performance of any provision of this agreement shall be construed as a waiver of any of its rights hereunder. Neither the course of conduct between parties nor trade practice shall act to modify any provision hereunder. Neither party will be liable for any delay or failure to perform its obligations hereunder (except with regard to payment obligations) where delayed or hindered by war, riots, embargoes, strikes or acts of its vendors or suppliers, accidents, acts of God, changes in law or government regulation or any other event beyond its reasonable control. The laws of the State of Texas shall govern this agreement. In the event a party is required to enforce or preserve its rights under this agreement, the other party shall pay all of the reasonable attorney's fees and costs of the party enforcing its rights, including allocable costs of in-house counsel, incurred in connection with any such successful action. This agreement shall not be amended except by written amendment signed by both parties to this agreement.

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Fort Bend County approves the scope of work and terms for Proposal # F00410004A.

Application Description	Phases (Costs in \$)			Approved (Initials)	Declined (Initials)
	Services	Product Hardware/ Software	Total		
GroupWise to Exchange 2010 Migration	\$26,000	\$0.00	\$26,000		
Blackberry Server Installation	\$1,240	\$0.00	\$1,240		
Fort Bend County			The Harding Group, Inc.		
Name	Kenneth Ford		Name	Stephen Flournoy	
Title	Technical Service Manager		Title	Account Executive	
Signature			Signature		
Date	1/11/12		Date	1/10/2011	

*Travel costs (hotel, flight/car/mileage, and per diem) will be billed in addition to above Consulting Services. This will not exceed \$5,200 of the professional services cost without prior approval from the client.

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