
MASTER SERVICES AGREEMENT

This Master Services Agreement ("Agreement") is made effective as of June 28, 2017 by and between LiftOff, LLC of 1667 Patrice Circle, Crofton, MD 21114 and City of Salinas, CA ("Client") of 200 Lincoln Ave., Salinas, CA 93901. Therefore, the parties agree as follows:

1. Background, Intent, and Relationship

The purpose of this Agreement is to establish the terms and conditions governing the contractual relationship between the parties. Nothing in this Agreement shall be interpreted or construed as (1) creating or establishing a partnership, joint venture or similar business relationship between the parties; (2) creating or establishing an exclusive relationship between the parties, or (3) creating or establishing any employment relationship between the parties, which hereby acknowledge that LIFTOFF is an independent contractor under this Agreement.

2. Statements of Work

All services performed under this Agreement will be specified in a Statement of Work ("SOW") to be prepared for each engagement and signed by the parties. The initial SOW is incorporated in this Agreement as Exhibit A, attached hereto. To the extent that any term contained in the SOW may be contradictory to any term contained in this Agreement, the parties agree that the SOW shall govern.

It is agreed that the terms and conditions of this Master Agreement shall govern with respect to the services to be provided to Client by LIFTOFF, in accordance with each SOW executed by the parties. Each SOW shall become an Addendum to this Master Agreement. The terms of this Master Agreement will be incorporated into each SOW by reference.

3. Professional Services Agreement

This Agreement is for the performance of professional services only. LIFTOFF reserves the right to incorporate any techniques, skills, and/or procedures known or acquired from this or any other project into this or any future professional services engagements. Any such techniques, skills, or procedures remain the sole intellectual property of LIFTOFF, and may be used in any contemporaneous or future professional services engagements for this or any other Client, without limitation.

This is not a Work for Hire agreement. LIFTOFF does not sell, assign or transfer ownership of any intellectual property used or developed by LIFTOFF in the performance of any services for the Client pursuant to this Agreement. Nothing contained herein or in any SOW hereunder shall be construed or interpreted as any such sale, transfer, conveyance or assignment of any right, title or interest by LIFTOFF in any of its intellectual property.

4. Invoice Remittance

Invoice payments must be sent to the LIFTOFF main office: 1667 Patrice Circle, Crofton, MD 21114. The LIFTOFF Federal ID number is: 27-1914176.

Payment terms are specified on the SOW. Payments are considered late on the 30th day after the due date. Late payments will incur a 2% late payment fee for each block of 30 or fewer days overdue (payments 30-60 days overdue will be assessed a 2% fee, payments 60-90 days overdue will be assessed a 4% fee, etc...)

5. Expenses

In addition to the charges for services as described above and with prior approval of the Client, the Client shall reimburse LIFTOFF for all reasonable and necessary expenses (including travel, lodging, travel meals, and other related costs) incurred in the course of performing services under this Agreement.

6. Confidentiality

Customer and Client acknowledge that, by reason of this Agreement, each may have access to certain information and materials concerning the others business, plans, customers, technology and products that are confidential. Such information and materials are of substantial value to each party, which value would be impaired if such information were disclosed to third parties. Neither party shall disclose to third parties, or use in any way for its own account or for the account of any third party, any such confidential information disclosed as a result of this Agreement.

7. Termination of Agreement

This Agreement shall be in effect until such time as all services have been fully performed by LIFTOFF and all invoices have been fully paid by the Client. This agreement may be terminated by either party for convenience upon sixty (60) days prior written notice. Termination by client for convenience will result in charges for all in-process work. Upon termination of this Agreement for any reason, Sections 3, 6, 8, 9 will survive and bind the parties in their entirety.

8. Indemnity, Disclaimers, Limitation of Liability

In no event shall LIFTOFF's aggregate liability arising from or relating to the agreement or the services rendered (regardless of the form or action, whether by contract, warranty, tort, malpractice, fraud, and/or otherwise) exceed the amount actually paid by the client to LIFTOFF for services rendered under the agreement.

In no event shall LIFTOFF be liable for any consequential, special, indirect, incidental, or punitive damages, or for any loss of profits, revenue or business opportunities, regardless of the form of action and even if LIFTOFF has been advised of the possibility thereof.

9. Non-Solicitation of Employees

During the term of this Agreement and for twelve (12) months thereafter, neither party will, either directly or indirectly, solicit for employment by itself (or any of its affiliates) any employee of the other party (or any of its affiliates), unless the hiring party obtains the written consent of the other party.

10. Governing Law/Jurisdiction

This contract will be governed by and construed in accordance with the laws of the State of Maryland, excluding its conflict of laws provisions.

11. Disputes

The parties agree that any dispute arising from this Agreement shall be settled by arbitration in accordance with the Commercial Rules of the American Arbitration Association. Judgment upon the award rendered by the arbitrators may be entered in any court having jurisdiction thereof. Where disputes are submitted to arbitration, the parties agree to accept the decision of the arbitrators as final and binding on both parties. Arbitration shall be conducted in Maryland in accordance with the laws of Maryland.

12. Severability

If any provision of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable.

13. Notices

All notices required or permitted under this Agreement shall be in writing and shall be deemed delivered as of the date delivered via facsimile, overnight mail or United States certified or registered mail, addressed as follows:

City of Salinas, CA
200 Lincoln Ave
Salinas, CA 93901

LiftOff, LLC
Ron Braatz, President
1667 Patrice Circle
Crofton, MD 21114

Such address may be changed from time to time by either Party by providing written notice to the other in the manner set forth above.

14. Credit and Public Awareness

The Client further agrees to allow LIFTOFF to take public recognition of its engagement through the use of press releases, Internet postings, competition entries or other communication materials. This awareness will not violate any confidentiality provisions of this agreement, nor will it disclose any financial terms of the engagement without the prior written consent of the Client.

15. Waiver

The failure of either Party to enforce any provision of this Agreement shall not be construed as a waiver or limitation of that Party's right to subsequently enforce and compel strict compliance with every provision of this Agreement.

16. Entire Agreement

This Agreement and the referenced SOW constitute the entire agreement between the parties, and supersede all prior or contemporaneous communications between the parties (whether written or oral) relating to the subject matter of this Agreement. This Agreement may only be modified or amended in a writing signed by both parties. There are no representations or commitments relied upon by either party not contained herein.

IN WITNESS WHEREOF, the parties have caused their authorized representatives to execute this Agreement as of the Effective Date.

LiftOff, LLC

City of Salinas, CA

By:

Ron Braatz
President

Date

By:

Name:
Title:

Date

Exhibit A – Initial Statement of Work

1. Work to Be Performed

- 1.1. LIFTOFF will provide **Guided Deployment Services** focused on the deployment of the Office 365 E3 solution. Specifically, the work will:
 - 1.1.1. Consist of an overall **“Coach/Mentor” approach**, where LiftOff will work with your IT Staff to determine the best approach for the migration and train your IT Staff on the new Microsoft Office 365 system.
 - 1.1.2. Assist in the purchase of the **Office 365 licenses** and continuous review of new features as they become available. Office 365 is a constantly evolving product and LiftOff will work the IT staff to stay informed on this.
 - 1.1.3. Consist of **Setup of the Office 365 “Office Deployment Tool”**.
 - 1.1.4. Consist of **Setup of email encryption** through Office 365 Exchange Online.
 - 1.1.5. Consist of consulting on the best way to install and configure **Skype for Business through the Office Deployment Tool**.
 - 1.1.6. ***LiftOff will continue to provide “consultative support” of the Office 365 system including ongoing support of Azure AD Connect (re-installations and troubleshooting).***
- 1.2. LIFTOFF will continue to provide **“Office 365 Workshops”** as requested for short end-user training sessions on Skype and OneDrive for Business.
- 1.3. LiftOff will continue to offer free **training sessions for new IT hires on:**
 - 1.3.1. The Office 365 Admin Center (OAC) and the Exchange Admin Center (EAC)
 - 1.3.2. Exchange Online Protection (EOP)
 - 1.3.3. PowerShell functionality within Office 365
- 1.4. Provide copies of **planning materials and communications** including the LiftOff Powershell best practices document, Azure AD Connect best practices document, training videos, and other migration literature as necessary.
- 1.5. This Statement of Work will commence upon acceptance of documents on dates negotiated between LIFTOFF and Client.

2. Investment & Payment Structure

- 2.1. The **cost of the services outlined in Section 1 above is \$0**. This is considered a licensing benefit and contingent on buying the Office 365 licenses through LiftOff.
 - 2.1.1. This reduced pricing is contingent on the following factors:
 - 2.1.1.1. The client acknowledges that the Office 365 Microsoft Partner, LiftOff LLC, may receive payments from Microsoft as a result of the consulting done with LIFTOFF.

3. General Terms and Conditions

- 3.1. This Statement of Work will be bound by the terms of the Master Services Agreement between LIFTOFF & Client dated June 28, 2017, to which this Initial Statement of Work is attached as Exhibit A.

4. Signature

Agreed and Accepted by:

LiftOff, LLC

City of Salinas, CA

By:

Ron Braatz
President

Date

By:

Name:
Title:

Date