
MASTER SERVICES AGREEMENT

This Master Services Agreement ("Agreement") is made effective as of April 28, 2015 by and between LiftOff, LLC of 1667 Patrice Circle, Crofton, MD 21114 and Johnson County, TX ("Client") of 2 N. Mill St., Cleburne, TX 76033. 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 pursuant to the terms of Chapter 2251 of the Texas Government code defining late payments and penalties for late payments applicable to political subdivisions of the State of Texas (including counties).

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 reasonably 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~~ Texas, excluding its conflict of laws provisions.

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:

Johnson County, TX
2 N. Mill St.
Cleburne, TX 76033

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.

APPROVED AS TO FORM AND CONTENT:

JOHNSON COUNTY:

 5/26/15
Judge Roger Harmon Date
County Judge, Johnson County, Texas

Attest:

 5/26/15
County Clerk, Johnson County Date

LIFTOFF LLC:

Ron Braatz

Digitally signed by Ron Braatz
DN: cn=Ron Braatz, o=LIFTOFF, ou=
email=rbraatz@liftoffonline.com,
c=US
Date: 2015.05.08 17:16:57 -0400

5/8/2015

Ron Braatz, President
LIFTOFF LLC

Date



Exhibit A – Initial Statement of Work

1. Work to Be Performed

- 1.1. LIFTOFF will provide **Guided Deployment Services** focused on the migration to the Office 365 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. Consist of an **Assessment process** where we will complete an analysis of the current email environment and ensure that requirements are captured, core functionality is reviewed, and details for the migration are discussed and reviewed. This will be conducted via phone and typically takes 2-3 hours to complete.
 - 1.1.3. Assist in the purchase of the **Office 365 licenses** and review the licensing agreement with Microsoft.
 - 1.1.4. Consist of **Setup and Pre-Staging in the Office 365 Admin Console** where we will get the domain added, updated, and verified, and the users imported into the cloud system.
 - 1.1.5. Consist of identifying, testing, and implementing the **optimal email migration tools and strategies**. This does not include the setup or configuration of ADFS or long-term hybrid co-existence migration scenarios.
 - 1.1.6. Consist of **migration wrap-up support** to include modifying the MX record and verifying mail flow.
 - 1.1.7. Consist of consulting on the best way to download and install **Office ProPlus** for a few users (if applicable).
 - 1.1.8. Consist of consulting on the best way to install and configure **Lync Online** for a few users (if applicable).
 - 1.1.9. Require that the client assign LiftOff, LLC as the **Partner of Record** for a period of 24 months once the solution is purchased. Instructions for this will be provided. LiftOff's Partner ID number is 2823664.
 - 1.1.10. Conclude with a **Project Close-Out** consisting of tips for managing Microsoft support post-deployment and instructions for reviewing LiftOff's performance in the Microsoft Pinpoint System.
- 1.2. LIFTOFF will provide an **“Office 365 Workshop”** via phone with Client. Specifically, the work will include **mini-training sessions on:**
 - 1.2.1. The Office 365 Admin Center (OAC) and the Exchange Admin Center (EAC)
 - 1.2.2. Exchange Online Protection (EOP)
 - 1.2.3. PowerShell functionality within Office 365
- 1.3. Include the initial setup of **SharePoint Online** (if applicable) for a few users to include adding users and basic branding (logo, colors). **Advanced SharePoint development including data migration requires a separate contract.**
- 1.4. Provide copies of **planning materials and communications** including the Microsoft Office 365 Deployment Guide, LiftOff proprietary training material and prepared staff template communiques, 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 **6 Microsoft Lync and Exchange Planning Vouchers**. This is the client cost and has already factored in any incentives or promotions. This pricing is valid for 30 days past the date identified in section 3.1. Invoicing is done after the Assessment Process (1.1.2) and terms are Net 30. All subscription software is licensed directly with Microsoft.
 - 2.1.1. This reduced pricing is contingent on the following factors:
 - 2.1.1.1. The client must fully qualify for the Fast-Track Deployment Offer. Terms and Conditions are here: http://fasttrack.office.com/Media/Default/DeploymentOffer/Office_365_Deployment_Offer_Terms_and_Conditions_ENG.pdf
 - 2.1.1.2. The client must purchase at least 600 “qualifying” Office 365 licenses. Instructions for this will be provided.

2.2. Migration Wiz Premium, multi-pass licenses may be recommended for the project. These licenses typically cost \$12/user. If Client agrees to use Migration Wiz, Client will be responsible for purchasing licenses for all users. All migration licenses are purchased directly from Migration Wiz.

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 April 28, 2015, to which this Initial Statement of Work is attached as Exhibit A.

4. **Signature**

APPROVED AS TO FORM AND CONTENT:

JOHNSON COUNTY:

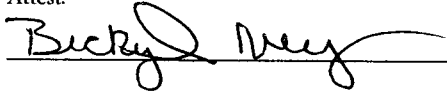


Judge Roger Harmon
County Judge, Johnson County, Texas

5/26/15

Date

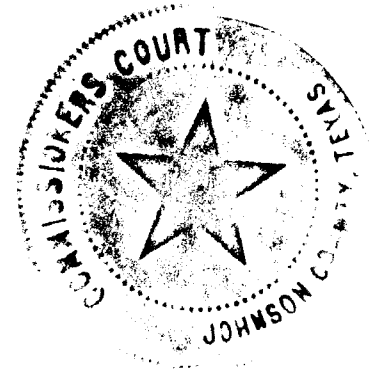
Attest:



County Clerk, Johnson County

5/26/15

Date



LIFTOFF LLC:

Ron Braatz

Digitally signed by Ron Braatz
DN: cn=Ron Braatz, o=LIFTOFF, ou,
email=rbraatz@liffonline.com, c=US
Date: 2015.05.08 17:17:53 -0400

5/8/2015

Ron Braatz, President
LIFTOFF LLC

Date

**JOHNSON COUNTY CONTRACT TERMS ADDENDUM
to LIFTOFF LLC's
MASTER SERVICES AGREEMENT**

2015

This Addendum is part of an Agreement between **Johnson County, Texas**, a political subdivision of the State of Texas, (hereinafter referred to as "**County**"), and **LiftOff LLC**, hereinafter referred to as "**LiftOff**". The County and LiftOff may be collectively referred to as the "**PARTIES**". This is an Addendum to the **LIFTOFF MASTER SERVICES AGREEMENT** between the Parties. The **LIFTOFF MASTER SERVICES AGREEMENT** and this **Addendum** shall constitute the entire and complete **Agreement** between the Parties for software and associated licenses and services.

1. This Agreement will be governed by and construed according to the laws of the State of Texas. Venue for any action or claim arising out of the Agreement must be in the state district courts in Johnson County, Texas or the federal district courts in Dallas County, Texas. Any provision stating that County agrees to waive any right to trial by jury is hereby deleted.
2. Limitations for the right to bring an action, regardless of form, shall be governed by the laws of the State of Texas, Texas Civil Practice and Remedies Code §16.070, as amended, and any provision to the contrary is hereby deleted.
3. Under Texas law, a contract with a governmental entity that contains a claim against future revenues is void; therefore, any term which provides for such a claim is hereby deleted. Johnson County will, upon request of a party to the contract, certify the funds available to fulfill the terms of this Agreement.
4. The Parties agree that under the Constitution and laws of the State of Texas, Johnson County cannot enter into an agreement whereby Johnson County agrees to indemnify or hold harmless any other party; therefore, all references of any kind to Johnson County indemnifying and holding harmless any individuals or entities for any reason whatsoever are hereby deleted.
5. The Parties agree and understand that County is a political subdivision of the State of Texas, and therefore has certain governmental immunity, sovereign immunity and limitations on liability, and that County's general liability and vehicle insurance coverage is with the Texas Association of Counties Risk Pool and said insurance coverage is limited to the statutory maximum limits of the Texas Tort Claims Act; therefore, any provisions to the contrary are hereby deleted. The Parties agree and understand that County does not waive any of its common law, statutory or constitutional defenses to which it may be entitled.

6. The Parties agree and understand that County will not agree to waive any rights and remedies available to County under the Uniform Commercial Code ("UCC"); therefore, any provision to the contrary is hereby deleted.

7. The Parties agree and understand that County will not agree to be responsible for any sales tax, use tax, or any other taxes, fees, fines or penalties that may be imposed, levied or assessed by any federal, state or local government or agency which relates to the Agreement, the equipment or its use; therefore, any provision to the contrary is hereby deleted.

8. The Parties agree and understand that County will provide statutory workers compensation for its employees; however, County does not agree to include a waiver of subrogation, and therefore any provisions to the contrary are hereby deleted.

9. Pursuant to Texas Government Code Section 2251.021 and this Agreement, a payment by a governmental entity under a contract is overdue on the 31st day after the later of:

- a. the date the governmental entity receives the goods under the contract;
- b. the date the performance of the service under the contract is completed; or
- c. the date the governmental entity receives an invoice for the goods or service.

Pursuant to Texas Government Code Section 2251.021 and this Agreement, a payment begins to accrue interest on the date the payment becomes overdue. The rate of interest that accrues on an overdue payment is the rate in effect on September 1 of the fiscal year in which the payment becomes overdue. The rate in effect on September 1 is equal to the sum of: (1) one percent; and (2) the prime rate as published in the Wall Street Journal on the first day of July of the preceding fiscal year that does not fall on a Saturday or Sunday. Interest on an overdue payment stops accruing on the date the governmental entity or vendor mailed or electronically transmits the payment. Therefore, all provisions to the contrary are hereby deleted.

10. No officer, member or employee of County, and no member of its governing body and no other public officials of the governing body of the locality or localities in which the project is situated or being carried out who exercises any functions or responsibilities in the review or approval of the undertaking or carrying out of this project shall participate in any decision relating to this Agreement which affects his/her personal interest, have any personal or pecuniary interest, direct or indirect, in this Agreement or the proceeds thereof.

11. To the extent, if any, that any provision in this Agreement is in conflict with Texas Government Code §552.001 *et seq.*, as amended (the "Public Information Act"), the same shall be of no force and effect. Furthermore, it is expressly understood and agreed that Johnson County, its officers and employees may request advice, decisions and opinions of the Attorney General of the State of Texas in regard to the application of the Public Information Act to any software, or any part thereof, or other items or data furnished to Johnson County whether or not the same are available to the public. It is further understood that Johnson County, its officers and employees shall have the

right to rely on the advice, decisions and opinions of the Attorney General, and that Johnson County, its officers and employees shall have no liability or obligations to LiftOff for the disclosure to the public, or to any person or persons, of any software, or a part thereof, or other items or data furnished to Johnson County by LiftOff in reliance on any advice, decision or opinion of the Attorney General of the State of Texas.

12. Services and products provided under the Agreement shall be provided in accordance with all applicable state and federal laws.

13. Under the Constitution and laws of the State of Texas, public property is exempt from forced sales and liens may not attach thereto.

14. It is understood and agreed that Johnson County will not be subject to arbitration; therefore, any paragraph or provision requiring arbitration, is hereby deleted.

15. Johnson County shall be responsible for the acts or failure to act of its employees, agents or servants, provided; however, its responsibility shall be subject to the terms, provisions and limitations of the Constitution and laws of the State of Texas, particularly the Texas Tort Claims Act.

16. The continuation of this Agreement from year to year is subject to current funds available for the Agreement, the allocation of funds to meet the terms of this Agreement, and subject to the approval of the Johnson County Commissioners Court. However, this Agreement need not be specifically identified in the annual budget or budget process. Utilization of the equipment or services provided by LiftOff pursuant to the terms of this Agreement by County will constitute the County's action and intent to continue this Agreement barring a specific written notice to the contrary.

17. The Service Provider certifies compliance with all terms, provisions, and requirements of Titles VI and VII, civil Rights Act of 1964, the Americans with Disabilities Act of 1990, and any other Federal, State, local or other anti-discriminatory act, law, statute, or regulation, in the performance of this contract, and will not discriminate against any child or youth, client, employee or applicant for employment because of race, creed, religion, age, sex, color, national or ethnic origin, handicap, or any other illegal discriminatory basis or criteria.

18. The Service Provider certifies that pursuant to Section 231.006 of the Texas Family Code that the individual or business entity named in this contract is not ineligible to receive the specified payment(s) and acknowledges that this contract may be terminated and payment may be withheld if this certification is inaccurate. The Service Provider states that it is not ineligible to receive State or Federal funds due to child support arrearages.


19. Notwithstanding any other provision in this Addendum or the associated documents, Contractor is being contracted to provide software and information technology and services to maintain and make available for use by Johnson County and the public documents, data, content and

records. Said documents, data, content and records are and shall be the exclusive property of Johnson County, Texas or the State of Texas or a political subdivision thereof.

20. The parties agree and understand that this Addendum is to clarify, limit, modify or delete terms and provisions of the Agreement and in the event of any conflict between the terms and provisions of this Addendum and the terms and provisions of those contractual provisions tendered to Johnson County in the Agreement or other documents, this Addendum shall control and amend the contractual provisions of the Agreement and any provision to the contrary is hereby deleted.

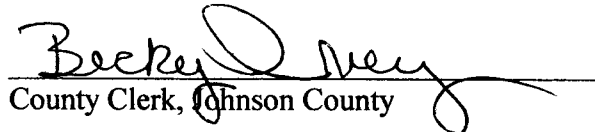
APPROVED AS TO FORM AND CONTENT:

JOHNSON COUNTY:

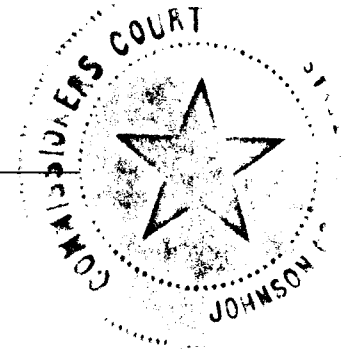

Judge Roger Harmon
County Judge, Johnson County, Texas

5/26/15
Date

Attest:


County Clerk, Johnson County

5/26/15
Date



LIFTOFF LLC:

Ron Braatz
Digitally signed by Ron Braatz
DN: cn=Ron Braatz, o=Liftoff, ou,
email=braatz@liftoffonline.com, c=US
Date: 2015.05.08 17:15:21 -0400

Ron Braatz, President
LIFTOFF LLC

5/8/2015
Date