



# Board of County Commissioners Agenda Request

2K  
Agenda Item #

**Requested Meeting Date:** 3/26/2019

**Title of Item:** Email Contract with LiftOff

|  |  |   |
|--|--|---|
| <input type="checkbox"/> REGULAR AGENDA            | <b>Action Requested:</b>                                 | <input type="checkbox"/> Direction Requested  |
| <input checked="" type="checkbox"/> CONSENT AGENDA | <input checked="" type="checkbox"/> Approve/Deny Motion  | <input type="checkbox"/> Discussion Item      |
| <input type="checkbox"/> INFORMATION ONLY          | <input type="checkbox"/> Adopt Resolution (attach draft) | <input type="checkbox"/> Hold Public Hearing* |

*\*provide copy of hearing notice that was published*

|                                       |                          |
|---------------------------------------|--------------------------|
| <b>Submitted by:</b><br>Steve Bennett | <b>Department:</b><br>IT |
|---------------------------------------|--------------------------|

|   |   |
|---|---|
| <b>Presenter (Name and Title):</b><br>Steve Bennett | <b>Estimated Time Needed:</b><br>Consent Agenda |
|---|---|

**Summary of Issue:**  
Aitkin County's email system needs to be upgraded. Our current software has only limited compatibility with mobile devices and functionality of address books and calendars in these environments is inconsistent to not available. We also need to add archiving and legal search abilities.

Microsoft Exchange in the Government Cloud can provide these capabilities, as well as providing the services included in our current system. This item has been budgeted for 2019. Attached is the quote and contract from LiftOff for supplying the licenses and installation of these services.

The contract has been reviewed and approved by the County Attorney.

**Alternatives, Options, Effects on Others/Comments:**

**Recommended Action/Motion:**  
Permission to purchase the product and sign the contract.

**Financial Impact:**  
 Is there a cost associated with this request?  Yes  No  
 What is the total cost, with tax and shipping? \$ 22680.00  
 Is this budgeted?  Yes  No *Please Explain:*



**QUOTE**  
as of 1/29/2019

**Bill to:**

Aitkin County, MN  
217 2nd Street NW  
Aitkin, MN 56431

**Ship to:**

Aitkin County, MN  
217 2nd Street NW  
Aitkin, MN 56431

**Reseller (Remit To):**

LiftOff LLC  
Attn: Ron Braatz  
1667 Patrice Circle  
Crofton, MD 21114

**Terms:**

Due on Receipt

**Payment Options:**

Check

**Quote Description**

| G SKU Item Name               | Part Number | Term in Months | Price/User/Month | Licenses | Cost/Year   |
|-------------------------------|-------------|----------------|------------------|----------|-------------|
| Exchange Online Plan 1 GCC    | 3MS-00001   | 12             | 4.00             | 270      | \$12,960.00 |
| Exchange Online Archiving GCC | 4ES-00001   | 12             | 3.00             | 270      | \$9,720.00  |

**Total: \$22,680.00**

**Pricing Information:**

- All prices are displayed in United States Dollars.
- Product and pricing data are updated frequently and may change without notice.
- Pricing valid for 14 days
- License orders are paid up front, are non-refundable, and are one-year licenses that renew each year.
- License reductions, upgrades, or cancellations may only occur at the annual renewal date.

**In order to proceed, send a Purchase Order to [rbraatz@liftoffonline.com](mailto:rbraatz@liftoffonline.com). Once we have the Purchase Order, we will order the licenses from Microsoft. We will immediately invoice the full amount when we place the order.**

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## Customer Terms for Cloud Services Agreement US Public Sector

This agreement is between **LiftOff LLC** (“we”, “us”, and “our”) and **Aitkin County, MN** (“you” and “your”). It is effective when we accept it. Key terms are defined in § 8.

### ***1. General.***

**Right to use.** You may access and use Office 365, and install and use a Client (if any) included with your Subscription, only as described in this agreement. All other rights are reserved.

**Acceptable use.** You will use Office 365 only per the AUP. You will not use Office 365 in any way that infringes a third party’s patent, copyright, or trademark or misappropriates its trade secret. You may not reverse engineer, decompile, work around technical limits in, or disassemble Office 365, except if applicable law permits despite this limit. You may not rent, lease, lend, resell, transfer, or host Office 365 to or for third parties.

**Compliance.** You will comply with all laws and regulations applicable to your use of Office 365. In providing Office 365, we and our Providers will comply with all laws and regulations (including applicable security breach notification law) that generally apply to IT service providers. You will obtain any consents required: (1) to allow you to access, monitor, use, and disclose user data; and (2) for us to provide Office 365. If you are an educational institution, you will obtain any parental consent for end users’ use of Office 365 as required by applicable law.

**Customer Data.** Customer Data is used only to provide you Office 365. This use may include troubleshooting to prevent, find and fix problems with Office 365’s operation. It may also include improving features for finding and protecting against threats to users. Neither we nor our Providers will derive information from Customer Data for any advertising or other commercial purposes. We will enable you to keep Customer Data separate from consumer services. Customer Data will not be disclosed unless required by law or allowed by this agreement. Your contact information may be provided so that a requestor can contact you. If law requires disclosure, we will use commercially reasonable efforts to notify you, if permitted. Customer Data may be transferred to, and stored and processed in, any country we or our Providers maintain facilities, unless you provision your tenant in the United States. If you do, Microsoft will provide Office 365 from data centers in the United States, and storage of the following customer data at rest will be located in data centers only in the United States: (i) Exchange Online mailbox content (e-mail body, calendar entries, and the content of e-mail attachments), and (ii) SharePoint Online site content and the files stored within that site.

**Changes.** Office 365 may be changed periodically, after which you may need to agree to new terms. You may be required to run a client software upgrade on devices using Office 365 after a change to maintain full functionality.

**Use rights.** Use rights specific to Office 365 are posted online at the link to the AUP.

### ***2. Confidentiality and Security.***

We and our Providers will (a) maintain appropriate technical and organizational measures, internal controls, and data security routines intended to protect Customer Data against accidental loss or change, unauthorized disclosure or access, or unlawful destruction and (b) not disclose Customer Data, except as required by law or expressly allowed. Neither party will make any public statement about this agreement’s terms without the other’s prior written consent.

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### ***3. Term, Termination, and Suspension.***

**Term and termination.** This agreement will remain in effect for three years subject to your right under applicable law to terminate for convenience.

**Customer Data.** You may extract Customer Data at any time. If your Subscription expires or terminates, we will keep your Customer Data in a limited account for at least 90 days so you may extract it. We may delete your Customer Data after that.

**Regulatory.** If a government rule or regulation applies to us or our Providers, but not generally to other businesses, and makes it difficult to operate Office 365 without change, or we or our Providers believe this agreement or Office 365 may conflict with the rule or regulation, we may change Office 365 or terminate the agreement. If we change Office 365 to come into compliance, and you do not like the change, you may terminate.

**Suspension.** We may suspend use of Office 365: (1) if reasonably needed to prevent unauthorized Customer Data access; (2) if you do not promptly respond under §5 to intellectual property claims; or (3) for non-payment; or (4) if you violate the AUP. A suspension will be in effect only while the condition or need exists and, if under clause (1) or (2), will apply to the minimum extent necessary. We will notify you before we suspend, unless doing so may increase damages. We will notify you at least 30 days before suspending for non-payment. If you do not fully address the reasons for suspension within 60 days after we suspend, we may terminate your Subscription.

### ***4. Limited warranty; disclaimer.***

We warrant that Office 365 will meet the SLA terms during the Subscription; your only remedy for breach of warranty is stated in the SLA. *We provide no (and disclaim to the extent permitted by law any) other warranties, express, implied, or statutory, including warranties of merchantability or fitness for a particular purpose.*

### ***5. Duty to protect.***

**Defense.** We or our Providers will defend you against any claims made by an unaffiliated third party that Office 365 infringes its patent, copyright, or trademark or misappropriates its trade secret.

**Remedies.** If we or our Providers reasonably believe that a claim under §5 may bar your use of Office 365, we or our Providers will seek to: (1) obtain the right for you to keep using it; or (2) modify or replace it with a functional equivalent and notify you to stop use of the prior version. If these options are not commercially reasonable, we or our Providers may terminate your rights to Office 365 and refund any payments for unused Subscription rights.

**Other obligations.** To the extent permitted by law, you will (1) notify us promptly of a claim under this §5 and (2) allow us or our Providers to assist in your defense or settlement. You will provide reasonable help to defend. We or our Providers will reimburse you for reasonable out-of-pocket expenses incurred in giving that help and pay the amount of any resulting adverse final judgment (or settlement the protecting party consents to). Neither we nor our Providers will be bound by any settlement to which we do not agree in writing, this § 5 provides the exclusive remedy for these claims.

**Limits.** The obligations of us and our Providers in this §5 won't apply to a claim or award based on: (1) Customer Data; (2) software not provided by us or our Providers; (3) modifications you make to Office 365, or materials you provide or make available as part of using Office 365; (4) your combination of Office 365 with, or damages based on the value of, a product, data, or business process not provided by us or our Providers; or (5) your use of a Microsoft trademark without their express, written consent, or your use of Office 365 after being notified to stop due to a third-party claim.

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## **6. Limited liability.**

Each party's (and our Providers') maximum aggregate liability for any claim related to this agreement is limited to direct damages up to the fees that you paid for Office 365 during the 12 months before the claim arose (or \$5,000.00 if you paid no fees). *Neither party nor our Providers will be liable for lost revenues or indirect, special, incidental, consequential, punitive, or exemplary damages, even if the party knew they were possible.* The limits and exclusions in this §6 apply to the extent permitted by law, but do not apply to (1) obligations under §5; or (2) intellectual property infringement or misappropriation.

## **7. Agreement mechanics.**

You must send notice by regular mail, return receipt requested, to the address on the Portal (effective when delivered). We may email notice to your account administrators (effective when sent). You may not assign this agreement, or any right or duty under it. If part of this agreement is held unenforceable, the rest remains in force. Failure to enforce this agreement is not a waiver. The parties are independent contractors. This agreement does not create an agency, partnership, or joint venture. This agreement is governed by the laws applicable to Customer, without regard to conflict of laws. This agreement (including the SLA and AUP) and our price sheet are the parties' entire agreement on this subject and supersedes any concurrent or prior communications. Agreement terms that require performance, or apply to events that may occur, after termination or expiration will survive, including §5. Office 365 and the Client are subject to U.S. export jurisdiction. You must comply with the U.S. Export Administration Regulations, the International Traffic in Arms Regulations, and end-user, end-use, and destination restrictions. For more information, see <http://www.microsoft.com/exporting/>. Our Providers may deliver Office 365, and the rights granted to us also apply to them.

## **8. Definitions.**

"AUP" means the acceptable use policy at <http://www.microsoftvolumelicensing.com/Downloader.aspx?DocumentId=5502>.

"Client" means device software that we or our Providers provide you with Office 365.

"Customer Data" means all data, including all text, sound, or image files that are provided to us or our Providers by, or on behalf of, you through your use of Office 365.

"Office 365" means (1) Exchange Online, Exchange Online Archiving, SharePoint Online, Lync Online, and Office Web Apps included in Office 365 Enterprise Plans E1, E2, E3, E4, K1, and K2; and Office 365 Government Plans G1, G2, G3, G4, K1, and K2; and (2) Exchange Online Archiving; Exchange Online Protection; Exchange Online Plans 1, 2, Basic, and Kiosk; SharePoint Online Plans 1, 2, and Kiosk; Office Web Apps Plans 1 and 2; and Lync Online Plans 1, 2, and 3.

"Portal" means the Online Services Portal for Office 365 (see <http://www.microsoft.com/online>).

"Providers" means our affiliates, licensors, and suppliers, including Microsoft and its applicable affiliates.

"SLA" means the service level commitments we or our Providers make regarding delivery and performance of Office 365 (see <http://www.microsoft.com/licensing/contracts>).

"Subscription" means an order for a quantity of Office 365.

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# MASTER SERVICES AGREEMENT

This Master Services Agreement ("Agreement") is made effective as of February 15, 2019, by and between LiftOff, LLC of 1667 Patrice Circle, Crofton, MD 21114 and Aitkin County, MN ("Client") of 217 2nd Street NW, Aitkin, MN 56431. 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 30<sup>th</sup> 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

### A. Intellectual Property Indemnification

LIFTOFF will defend, indemnify, and hold Client harmless from any loss, cost, expense, or liability (including attorneys' fees), that Client may incur or incurs as a result of any and all claims that LIFTOFF or its Providers violate or infringe on any patent, copyright, trade secret, or any other proprietary right of any third party. If such a claim occurs, or is likely to occur, LIFTOFF shall either procure for Client the right to continue using the equipment, software and/or work product, or replace or modify the equipment, software and/or work product, at LIFTOFF's expense. If an option satisfactory to the Client is not reasonably available, upon written request of LIFTOFF, and at the expense of LIFTOFF, Client shall return the equipment, software and/or work product to LIFTOFF. LIFTOFF shall be liable for liquidated damages equal to the sum of the fair market value of the equipment, software and/or work product returned plus ten percent (10%) of the purchase price. This remedy shall be in addition to, and not be exclusive of, other remedies provided in law and equity.

### B. General Indemnification

LIFTOFF agrees to defend, indemnify, and hold Client, its employees and officials harmless from any claims, demands, actions

or causes of action, including reasonable attorney fees and expenses arising out of any act or omission on the part of LIFTOFF, or its subcontractors, partners or independent contractors or any of their agents or employees, in the performance of or with relation to any of the work or services to be performed or furnished by LIFTOFF or the subcontractors, partners or independent contractors or any of their agents or employees under the Agreement.

### C. Limitation of Liability

The aggregate liability of LIFTOFF for any reason, and upon any claim including, without limitation, LIFTOFF's obligation to indemnify and hold harmless under this agreement, shall be limited to the amount of \$4,000,000.00, including, without limitation, breach of contract, breach of warranty, indemnity, negligence, strict liability, misrepresentations, and other torts.

### Assignment

LIFTOFF shall not assign any of its rights or transfer any of its obligations under this Agreement without the prior written consent of the Client, nor shall Client's consent be unreasonably withheld. Any attempt by LIFTOFF to assign or transfer without such consent shall be void and without legal effect and shall constitute grounds for the Client to immediately terminate the Agreement.

### 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 Minnesota, 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 Minnesota.

### 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:

Aitkin County, MN

217 2nd Street NW  
Aitkin, MN 56431

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.

### 17. Data Privacy

Pursuant to Minn. Stat. Ch. 13, LIFTOFF agrees to maintain and protect data on individuals received, or to which LIFTOFF has access, according to the statutory provisions applicable to the data. LIFTOFF understands it is subject to the requirements of the Minnesota Government Data Practices Act. LIFTOFF agrees that all data created, collected, received, stored, used, maintained or disseminated by LIFTOFF in performing government functions is subject to the Minnesota Government Data Practices Act's requirements and that LIFTOFF must comply with those requirements as if it were a government entity. LIFTOFF agrees to indemnify and hold Client, its officials, agents, and employees, harmless from any and all claims or causes of action arising from or in any manner attributable to any violation of any provision of the Minnesota Government Data Practices Act by LIFTOFF or its agents or employees, including legal fees and disbursements paid or incurred to enforce this provision of this Agreement. The Client's disclosure of data in good faith compliance with the Minnesota Government Data Practices Act shall not be deemed or otherwise considered to be a breach of any of the Client's material confidentiality obligations under this Agreement.

LIFTOFF's records, documents, papers, accounting procedures and practices, and other evidences relevant to this Agreement are



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## Exhibit A – Initial Statement of Work

### 1. Work to be Performed:

LIFTOFF will provide **Office 365 Guided Deployment Services (GDS)** focused on the migration to the Microsoft Office 365 solution. The GDS consulting is delivered using a **“Coach/Mentor” approach** in which your IT team will be heavily involved throughout the entire process and will work directly with the LiftOff consultants. Together, we will work through a series of webinar appointments (typically 1-2 hours each) as we work through project milestones to deploy the system efficiently and successfully. We have found this approach of keeping your IT team invested in the project to be an extremely effective training mechanism; once the project is complete, your IT staff is fully capable of managing and maintaining the system in the future.

LiftOff's expertise is laser focused on the Office 365 systems. If you require integration with other third-party applications, you will be responsible for working with your other vendors to remedy issues. For example, phone systems, firewalls, fax systems, anti-spam, anti-virus, archiving, custom code environments, and accounting systems can integrate with Office 365. We will do our best to facilitate, but these integrations will likely require that product vendor.

**The Office 365 solution is quickly evolving and the product roadmap changes frequently. It is important to understand that some features may be enhanced or modified during the project. The Microsoft technet articles are the best source of information today.**

Specifically, LiftOff's GDS work will:

- 1.1. Consist of an **Office 365 Assessment Workshop** 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 planning session will be conducted via phone and typically takes two hours to complete.
- 1.2. Consist of **Setup and Pre-Staging** in the Office 365 Admin Console where we will access your portal together and begin the initial configuration the new Office 365 tenant. This will include:
  - 1.2.1. Adjusting Microsoft initial, default configurations to meet your specifications.
  - 1.2.2. Adding and verifying your email domains in Office 365 to show ownership.
  - 1.2.3. Adding and licensing users.
  - 1.2.4. Creating administrators of the system.
  - 1.2.5. **No email or data migration is included in this project.** In addition, this does NOT include the setup, configuration, or support of ADFS or other third-party authentication systems.
- 1.3. Provide consulting on **synchronizing your Active Directory to Office 365**, if desired:
  - 1.3.1. LiftOff has installed the **Azure AD Connect** sync tool hundreds of times. **This is required for a hybrid migration.** This process involves several planning sessions to prepare for this process, install the tool and train your IT staff on managing Office 365 while syncing with AD.
- 1.4. **Office 365 IT Admin Training.** These training workshops are usually conducted over several days and encompass 4-5 hours. Specifically, the training sessions include overviews of:
  - 1.4.1. Office 365 Admin Center – onboarding and offboarding users; resetting passwords; creating groups; creating resources; etc.
  - 1.4.2. Exchange Admin Center – configuring the EOP Spam Management System; configuring SMTP relay; creating mail transport rules; conducting mail traces; etc.

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- 1.4.3. Security and Compliance Center – creating and maintaining retention policies; conducting content searches; conducting eDiscovery searches; etc.
  - 1.4.4. Microsoft Teams Admin Center – configuring policies and review Teams and Office 365 Group functionality and administration.
  - 1.4.5. Administering Office 365 through Azure PowerShell.

- 1.5. **Workstation Configuration.** LiftOff will offer guidance and tools for the workstation configuration for Outlook and Office ProPlus (via “click to run” or the Office Deployment Tool).

This project may require a third-party tool called DeploymentPro (included with a MigrationWiz license) that can automate the process of creating end-user Outlook profiles and reduce the amount of effort that your local IT team needs to spend on client configuration. DeploymentPro will require some testing to confirm it will work in your environment.

**NOTE:** Although LiftOff will provide guidance regarding workstation configuration and assist with troubleshooting, LiftOff will NOT be directly responsible for the configuration of the workstations. Your IT staff is on-premise and will complete this configuration.

- 1.6. Setting up **SMTP Relay** options for the various devices and apps that relay email. If you require integration with other third-party devices and applications, you will be responsible for working with your other vendors to remedy issues.
- 1.7. Prior to activating the new system, LiftOff will provide a **pre-GO LIVE planning session called the “T minus 7 session”** to ensure we’re ready to cutover.
- 1.8. **GO LIVE!** Together, we may change internal and external DNS records to point to Office 365 and verify mail flow.
- 1.9. **Post Deployment.** With you, we will lead a post GO LIVE call to ensure the system meets your expectations and you understand how to utilize Office 365 support.

#### 1.10. Other Notes

- 1.10.1. Client is required to 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.
- 1.10.2. Thirty days of post deployment support will be provided by LIFTOFF. Any additional consulting/support/training can be billed hourly or through a separate contract.
- 1.11. This Statement of Work will commence upon acceptance of documents on dates negotiated between LIFT-OFF and Client.

## 2. Investment & Payment Structure

- 2.1. The cost of the services outlined in Section 1 above is **\$0**. This is the client cost and has already factored in any incentives or promotions. The discounted consulting price requires the Client to purchase AOS-G annual licensing through LIFTOFF for a period of three years. The AOS-G licensing includes a “price-lock” protection for three years. This pricing is valid for 30 days past the date identified in section 3.1. Invoicing is done after the Assessment Process (1.1) and terms are Net 30.
- 2.2. 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.

