Ordinance No. 24 - 4421

AN ORDINANCE APPROVING AND AUTHORIZING THE EXECUTION OF A CONTRACT WITH LIFTOFF, LLC FOR PROFESSIONAL SERVICES AND LICENSING TO BE PROVIDED TO THE VILLAGE OF BARRINGTON RELATIVE TO MIGRATION TO MICROSOFT OFFICE 365

WHEREAS, pursuant to the authority of the Village of Barrington ("the Village"), the Village wishes to enter into a contract to provide cloud migration services to the Village and product licensing for use of Microsoft Office 365 relative thereto and to authorize and accept the Quote dated March 20, 2024 received from LiftOff, LLC, 1667 Patrice Circle, Crofton, MD 21114 ("LiftOff, LLC"), to provide such cloud migration services to the Village, training of Village personnel, and product licensing to the Village at a total not-to-exceed cost of $31,387.20, a copy of which Quote and the related Customer Terms for Cloud Services Agreement (US Public Sector), Master Services Agreement and Exhibit A "Initial Statement of Work" which is part thereof, are attached hereto as Group Exhibit A and thereby made a part hereof (all collectively referred to herein as the "LiftOff, LLC Proposal"); and

WHEREAS, the professional services to be provided by LiftOff, LLC are more specifically set forth on and will include but not be limited to those services and licensing as set forth on the LiftOff, LLC Proposal as hereby approved; and

WHEREAS, the Corporate Authorities of the Village find that it is in the best interests of the Village and its residents to authorize the Village to accept the LiftOff, LLC Proposal for the proposed professional services and licensing at a not-to-exceed cost of $31,387.20 and to approve and execute the related Contract Documents, which Contract Documents include but may not be limited to those documents attached hereto as Group Exhibit A and thereby made a part hereof:

NOW, THEREFORE, BE IT ORDAINED by the President and Board of Trustees of the Village of Barrington, Cook and Lake Counties, Illinois, pursuant to the authority of this Village as a Home Rule unit, as follows:

SECTION 1: The Corporate Authorities find that the facts set forth in the preamble to this Ordinance are true and correct and are hereby incorporated by reference as fully as if set forth herein.

SECTION 2: The documents comprising the LiftOff, LLC Proposal dated March 20, 2024 which are attached hereto as Group Exhibit A and thereby expressly made a part hereof, are hereby accepted and approved by the Corporate Authorities of the Village and a contract is hereby awarded to LiftOff, LLC to provide to the Village the aforesaid professional services, training of Village personnel, and product licensing of Microsoft Office 365 for the Village's use, which products and services are more specifically described in the LiftOff, LLC Proposal and other related Contract Documents at a total not-to-exceed cost of $31,387.20, and pursuant to Section 1-6A-6 of the Barrington Village Code, the Corporate Authorities hereby waive any and all requirements for competitive bidding or alternative proposals which might otherwise be required by law or by ordinance with respect to the aforesaid contract with LiftOff, LLC.

SECTION 3: The Village President, or her designee, is hereby authorized on behalf of the Village to accept and execute and the Village Clerk is authorized to attest and deliver to LiftOff, LLC executed originals of the Lift-Off, LLC Proposal dated March 20, 2024 attached hereto as Group Exhibit A and thereby made a part hereof, and any other related Contract Documents, which collectively constitute and are referred to herein as "the Contract" and which are all attached hereto as Group Exhibit A and expressly made a part hereof, and to take all other necessary and appropriate actions to accomplish and implement the professional services, training of Village personnel, and product licensing relative to migration of Village data to the cloud and the Village's use of Microsoft Office 365 as herein provided.

SECTION 4: This Ordinance shall be in full force and effect from and after its passage as provided by law.

PASSED THIS 8 DAY OF ~~JUNE~~ July, 2024, BY ROLL CALL VOTE AS FOLLOWS:

AYES: Trustees Strahan Wondrasek Duncan Moran Prissel & President Darch

NAYS: None

ABSENT: Trustee Kohmeyer

RECUSE: None

APPROVED THIS 8th DAY OF ~~JUNE~~ July, 2024

Karen Darch, Village President

ATTESTED AND FILED THIS 8TH DAY OF ~~JUNE~~ JULY, 2024

Tony Ciganek, Village Clerk

Village of Barrington CORPORATE SEAL Cook & Lake Counties, IL

GROUP EXHIBIT A

(1) LiftOff, LLC Quote dated March 20, 2024
(2) Customer Terms for Cloud Services Agreement (US Public Sector)
(3) Master Services Agreement and Exhibit A, "Initial Statement of Work"

QUOTE

as of 6/27/2024

Bill to:

Village of Barrington, IL
200 S. Hough Street
Barrington, IL 60010

Ship to:

Village of Barrington, IL
200 S. Hough Street
Barrington, IL 60010

Reseller (Remit To):

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

Terms:

Due on Receipt

Payment Options:

ACH Payment (preferred) or check

Quote Description

Coverage dates 6/27/24 – 6/27/2025

G SKU Item Name	Part Number	Term in Months	Price/User/ Month	Licenses	Cost/Year
Exchange Online P1	3MS-00001	12	4.00	1	$48.00
Office 365 E1 GCC	U4S-00002	12	10.00	1	$120.00
Exchange Online Archive	4ES-00001	12	3.00	1	$36.00
Office 365 E3 GCC	AAA-11894	12	23.00	1	$276.00
Defender P1	3GU-00001	12	2.00	1	$24.00
Azure AD Prem P1 GCC	MQM-00001	12	5.70	1	$68.40
Azure AD Prem P2 GCC	MQN-00001	12	8.50	1	$102.00

Total: $674.40

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.

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www.LiftoffOnline.com

In order to proceed, send a Purchase Order to 365licensing@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.

Customer Terms for Cloud Services Agreement
US Public Sector

This agreement is between **LiftOff LLC** ("we", "us", and "our") and **Village of Barrington, IL** ("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.

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www.LiftoffOnline.com

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.

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.

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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.

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).

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"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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QUOTE

as of 7/16/2024

Bill to:

Village of Barrington, IL
200 S. Hough Street
Barrington, IL 60010

Ship to:

Village of Barrington, IL
200 S. Hough Street
Barrington, IL 60010

Reseller (Remit To):

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

Terms:

Due on Receipt

Payment Options:

ACH Payment (preferred) or check

Quote Description

Coverage Dates 7/24 – 6/27/24

G SKU Item Name	Part Number	Term in Months	Price/User/ Month	Licenses	Cost/Year
Exchange Online P1	3MS-00001	11	4.00	25	$1,100.00
Office 365 E1 GCC	U4S-00002	11	10.00	34	$3,740.00
Exchange Online Archive	4ES-00001	11	3.00	60	$1,980.00
Office 365 E3 GCC	AAA-11894	11	23.00	54	$13,662.00
Defender P1	3GU-00001	11	2.00	115	$2,530.00
Azure AD Prem P1 GCC	MQM-00001	11	5.70	113	$7,085.10
Azure AD Prem P2 GCC	MQN-00001	11	8.50	1	$93.50

Total: $30,190.60

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.

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In order to proceed, send a Purchase Order to 365licensing@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.

Customer Terms for Cloud Services Agreement
US Public Sector

This agreement is between **LiftOff LLC** ("we", "us", and "our") and **Village of Barrington, IL** ("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.

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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.

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.

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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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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 March 20, 2024, by and between LiftOff, LLC ("LIFTOFF") of 1667 Patrice Circle, Crofton, MD 21114 and Village of Barrington, IL ("Client") of 200 S. Hough Street, Barrington, IL 60010. 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. The above notwithstanding: (i) in no event shall any LIFTOFF intellectual property include the proprietary or confidential information of Client, and (ii) in the event LIFTOFF creates custom solutions unique to Client incorporating Client's proprietary or confidential information, Client shall own such solution free and clear of any rights of LIFTOFF.

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 date the invoice for same is received. 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 out of pocket expenses (including travel, lodging, travel meals, and other related costs) incurred in the course of performing services under this Agreement, provided Client has approved of same in advance.

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 either party 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 the other party 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 knowingly 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. For the

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purpose of clarity, responses to general solicitations for employment shall not be deemed prohibited by this Section 9.

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 formal and/or legal notices required or permitted under this Agreement (as distinct from ordinary day-to-day business communications) shall be in writing and shall be deemed delivered as of the date delivered or when delivery is refused, by reputable express courier or United States certified or registered mail, return receipt requested, addressed as follows:

Village of Barrington, IL
200 S. Hough Street
Barrington, IL 60010

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
Upon written consent, Client may 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

By: _____ Date
Ron Braatz
President

Village of Barrington, IL

By: _____ Date
Name:
Title:
7/19/24

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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.

Microsoft is quickly evolving, and the product roadmap, features and functionality change frequently. It is important to understand that some features may be enhanced or modified in the future. The Microsoft 365 product roadmap is here: https://www.microsoft.com/en-us/microsoft-365/roadmap?rtc=1&filters=

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 deployment 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 policies 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.

1.3. **Migration services will include a Google Gsuite migration to Office 365 GCC.** The migration will require that we use third party migration tools to move data from one to the other. This project will use a third-party migration tool (MigrationWiz). If former employees need to be migrated, this could require a manual process of exporting to PST (performed by client). Retention data also may involve exporting to PST and importing in the new tenant.

Migration Configuration will include the following:
1.3.1. Assess, update and optimize the source tenant so that it is ready for migration.
1.3.2. Setup connection between the two systems using the MigrationWiz tool.
1.3.3. Test the migration process and confirm that it's working as expected.
1.3.4. Work with Client on migration steps and process for migrating all users.

1.4. **Office 365 IT Admin Training & Tenant Configuration.** These training and configuration settings will span 6-10 sessions.

1.4.1. **Office 365 Admin Center**
1.4.1.1. Review the proper On-boarding process for new users.
1.4.1.2. Review the proper Off-boarding process for former users while maintaining compliance (if needed).

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1.4.1.3. Promoting and demoting users with administrative abilities in Office 365.
1.4.1.4. Reviewing the Office 365 Message Center (for upcoming changes) and Health Dashboard (for potential problems).

1.4.2. **Exchange Admin Center**
1.4.2.1. Review management of email related attributes such as mailbox sharing, quotas, online archives, etc.
1.4.2.2. Review proper group creation process in the cloud.
1.4.2.3. Setup mail flow rules including inbound message warnings, outbound message disclaimers and Office Message Encryption (if applicable).
1.4.2.4. Setup mobile device rules and policies and review mobile device remote wipe.

1.4.3. **Exchange Online PowerShell**
1.4.3.1. Setup mailbox activity auditing.
1.4.3.2. Setup unlimited auto-expanding online archive (if applicable).
1.4.3.3. Review resource mailbox management.
1.4.3.4. Disable Microsoft 365 Group creation and review proper methods for creating these groups.

1.4.4. **Microsoft Teams Admin Center**
1.4.4.1. Review best practices for creating & managing Teams.
1.4.4.2. Configure optimized Teams settings for all users, groups, and Teams themselves.

1.4.5. **SharePoint Admin Center**
1.4.5.1. Configure best practices for sharing of files and folders in SharePoint, Teams and OneDrive.
1.4.5.2. Configure Sync settings for the organization.
1.4.5.3. Configure default OneDrive size

1.4.6. **Review Teams, OneDrive, Office Online & SharePoint**
1.4.6.1. Review the Teams app and website
1.4.6.2. Review OneDrive & SharePoint Online and best practices for ingesting files.
1.4.6.3. Review the OneDrive Sync Client and best practices for using it.
1.4.6.4. Review Office Online and best options for using Office apps in a browser.

1.5. **Securing Your Office 365 & Azure Organization.** We will work with your IT staff to ensure that all security and compliance best practices are in place by the conclusion of the project.

1.5.1. **Security Admin Center**
1.5.1.1. Configure appropriate anti-spam, anti-malware, and anti-phishing settings.
1.5.1.2. Configure outgoing message management including protection of unwanted external forwarding.
1.5.1.3. Configure DKIM, DMARC and SPF.
1.5.1.4. Review Secure Score

1.5.2. **Compliance Admin Center**
1.5.2.1. Configure online compliance retention policies (if applicable)
1.5.2.2. Review eDiscovery/Content Search process.
1.5.2.3. Review the Audit Log and enable Auditing for (non-mailbox) activity in Office 365.

1.5.3. **Azure Active Directory Security & Multi-Factor Authentication**
1.5.3.1. Review Risky Sign-ins, Risky Users and Risk Detections
1.5.3.2. Configure Risk Event Notifications for Admins
1.5.3.3. Configure Conditional Access Policies to prevent non-US logins (if applicable), require MFA for Admins (or All Users, if applicable) and block Legacy Authentication.
1.5.3.4. Review Sign-In Logs.
1.5.3.5. Optimize MFA Settings for the organization.

1.5.4. Review best practices for rolling out MFA (if applicable).

1.6. **This project will NOT include Microsoft's Endpoint Management or Intune Products.**

1.7. **Workstation Configuration**. LiftOff will offer guidance and tools for the workstation configuration for Outlook and Office Professional Plus (via "click to run or the Office Deployment Tool).

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

1.8. Setting up **SMTP Relay** options for the various devices and apps that relay email.

1.9. One week 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 to the new system.

1.10. **GO LIVE!** Together, we will change all internal and external DNS records to point to Office 365 and verify mail flow.

1.11. **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.

2. Investment & Payment Structure

2.1. The cost of the services outlined in Section 1 above is **$14,500.** 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.

2.3. Migration Wiz Premium multi-pass licenses are required for the project. If Client agrees to use Migration Wiz, Client will be responsible for purchasing licenses for all users. Migration Wiz licenses are typically $15 per mailbox. All migration licenses are purchased directly through 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 March 20, 2024, to which this Initial Statement of Work is attached as Exhibit A.

4. Signature

Agreed and Accepted by:

LiftOff, LLC

By: _____ Date

Ron Braatz
President

Village of Barrington, IL

By: _____ 7/18/24

Name: Date
Title:

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