State of Wisconsin   County of Racine   Village of Sturtevant

RESOLUTION NO. 2022-68
(11-15-22)

RESOLUTION BY THE ADMINISTRATION, PERSONAL, POLICY AND LEGAL COMMITTEE OF THE VILLAGE OF STURTEVANT AUTHORIZING THE PURCHASE OF IT SERVER AND SECURITY PROJECT COMPUTER HARDWARE AND SOFTWARE FROM CCB TECHNOLOGY.

WHEREAS, staff has been working with the budget to find ways to save funds as well improve operational efficiencies; and

WHEREAS, CCB Technology has submitted a quote of approximately $52,236.00 for Hardware, Software and Project cost (estimate)

NOW THEREFORE, the Village Board of the Village of Sturtevant, Racine County, Wisconsin does hereby resolve:

1. The purchase of Computer Hardware and Software from CCB Technology at an approximate cost not to exceed $60,000.00.

2. That the funds for said purchase shall be appropriately split between Police Department, Court and Village Hall expense accounts.

3. That the Village President and the Village Clerk are authorized to execute contracts, agreements or other documents necessary to carry out the intent of this resolution.

Adopted by the Village Board of the Village of Sturtevant, Racine County, Wisconsin, this 15th day of November 2022.

Village of Sturtevant

By _____
Michael Rosenbaum, President
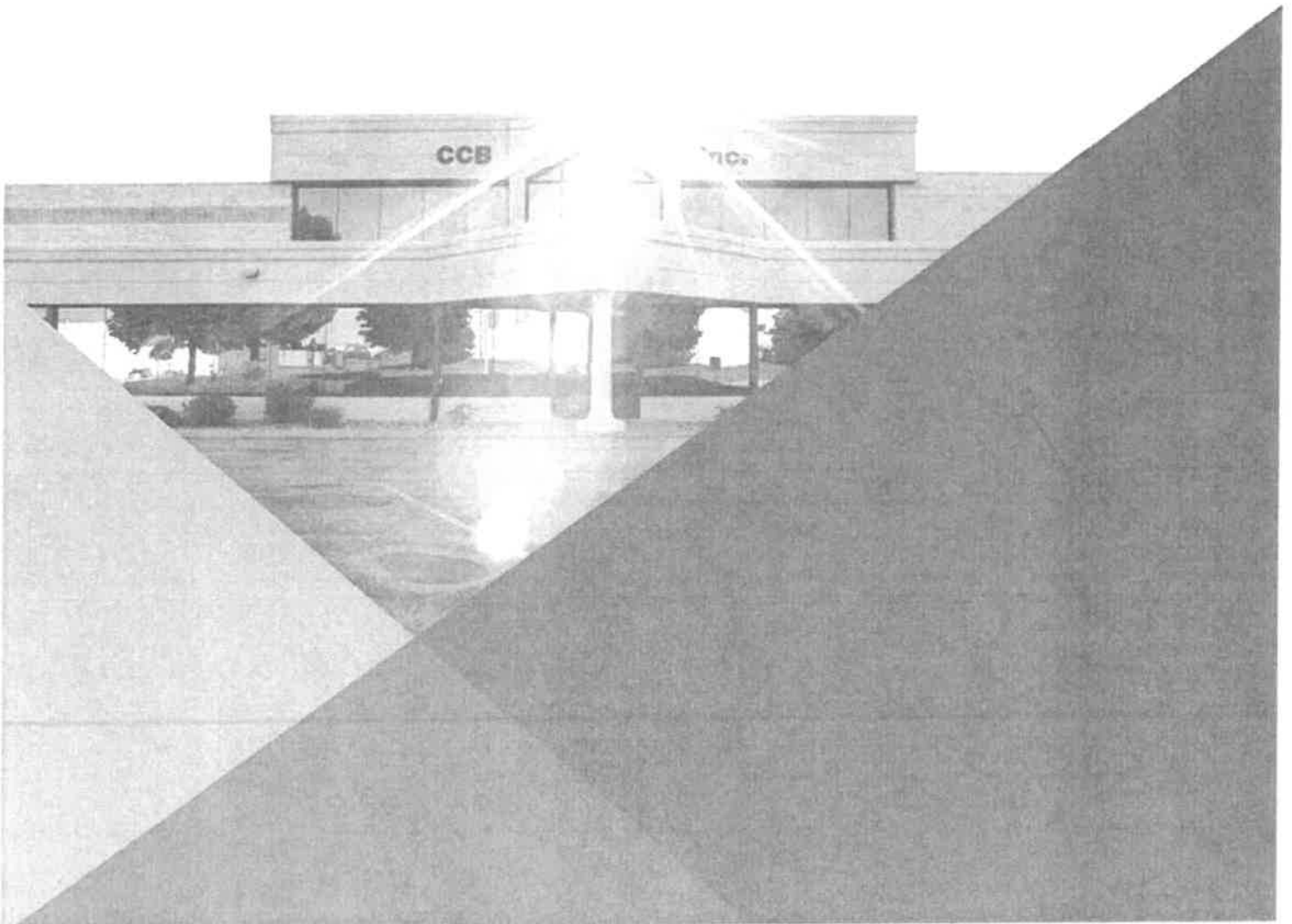
Attest _____
Cheryl Zamecnik, Village Clerk

ccb
TECHNOLOGY

Prepared for:

Village of Sturtevant

Amanda Gain
GainA@sturtevant-wi.gov

Prepared by:

Cameron Gaither

cameron.gaither@ccbtechnology.com

Executive Summary

CCB Technology is pleased to offer Village of Sturtevant the following rough budget for 2023 budget planning, this is not the final project scope, pricing & design will need to be updated by CCB Technology prior to Village of Sturtevant's approval.

Below outlines the estimated cost for this Statement of Work. Pricing is valid for 60 days.

Primary Objective

- Provide a project outline and budgetary estimate for 2023

Project Duration

Current estimated lead time from when SOW is signed: *3 Weeks*
Estimated duration of this project from the kickoff call to project completion: *4 Weeks*

Project start is contingent upon CCB Technology engineering availability, product procurement, client availability, client responsiveness, and site readiness.

Project Cost (Estimate)

Product Description	Price	Qty	Extended Price
Fixed Phase: Setup Hyper-Converged Infrastructure	$1,750.00	1	$1,750.00
Time & Materials Phase: Create & Migrate Virtual Machines	$175.00	20	$3,500.00
Time & Materials Phase: Migrate Files from Existing File Server to New File Server	$175.00	15	$2,625.00
Fixed Phase: Configure WatchGuard AuthPoint	$1,750.00	1	$1,750.00
Fixed Phase: Setup Microsoft 365 MFA	$1,400.00	1	$1,400.00
Time & Materials Phase: Optional MFA End User Setup	$175.00	19	$3,325.00
Time & Materials Phase: Rack & Cable Equipment	$175.00	8	$1,400.00
Time & Materials Phase: IT Consulting & Remediation	$175.00	50	$8,750.00

Subtotal: **$24,500.00**

Hardware

Description		Price	Qty	Ext. Price
	Recommended Hyper Converged Solution			
CHA-4-02	Scale NUC HE151 Hyper Converged Solution: (3) Intel Core I7-1185G7 4 Core Processors, 192GB of RAM, 6TB of Usable Storage	$2,475.00	3	$7,425.00
HCOS-S-3-4C	3 Year Hypercore License and Software	$4,090.00	3	$12,270.00
HW-3	3 Year Hardware Warranty	$240.00	1	$240.00
FRK-HE151-2U	HE151 2U 3-Node Rackmount Kit	$250.00	1	$250.00
	Recommended UPS			
SMX1500RM2UC NC	APC by Schneider Electric Smart-UPS SMX 1500VA Tower/Rack Convertible UPS - Rack-mountable - AVR - 2 Hour Recharge - 5 Minute Stand-by - 120 V AC Input - 120 V AC Output - 8 x NEMA 5-15R, 3 x Power Switch	$1,605.00	1	$1,605.00
	Recommended PDU			

Hardware

Description		Price	Qty	Ext. Price
AP9562	APC Basic Rack 1.8kVA PDU - 10 x NEMA 5-15R - 1.8kVA - 1U 19" Rack-mountable	$120.00	1	$120.00
	Estimated Cabling Budget			
CCBCABLE	**Cabling & Neat Patches**	$300.00	1	$300.00

Subtotal: **$22,210.00**

Software

Description		Price	Qty	Ext. Price
	Recommended Microsoft Licenses			
DG7GMGF0D5RK:0005	Microsoft Windows Server 2022 Standard - Perpetual License - 16 Core - Commercial - PC	$1,069.00	2	$2,138.00
DG7GMGF0D5VX:0007	Windows Server 2022 User CALs - Commercial	$46.00	48	$2,208.00
	Migration License			
ADTM-PROMO-20	Promo Move License: Windows & Linux Servers Only	$1,015.00	1	$1,015.00
	Multi Factor Authentication Licenses			
WGATH30103	WatchGuard AuthPoint - Subscription - 1 License - 3 Year - Price Level (1-50) User	$55.00	3	$165.00

Subtotal: **$5,526.00**

Scope of Work

Setup Hyper-Converged Infrastructure

- Configure Back End Switches
    - Update Firmware To Current Stable Version
    - Create Configuration For New Switches To Be Used
- Configure Network
    - Setup VLAN's if Required
    - Configure Backplane
    - Configure Existing Firewall/Switches if Required
- Initialize Hyper-Converged Nodes
    - Perform Health Check
    - Apply Firmware Updates

Create & Migrate Virtual Machines

- Setup/Create Virtual Machines
    - Create Base Virtual Machines
    - Power-On and Test New Base Virtual Machines
    - Setup Virtual Machines
        - VM 1: VOS01-S-DC01
            - Build base VM
            - Install Server Roles, services, & software
            - Promote the new server as additional Domain Controller in Active Directory Domain
            - Migrate roles/services from existing Domain Controller to new environment
            - Demote the old Domain Controller
            - Verify functionality
        - VM 2: VOS01-S-FP01
            - Build base VM
            - Install Server Roles, services, & software
            - Verify functionality
        - VM 3: VOS01-S-CUS01
            - Azure Active Directory Connect
                - Install and verify AADConnect prerequisites
                - Perform the following if needed..
                    - Install and run IDFix and remediate issues found with by IDFix tool
                    - Prepare Active Directory
                    - Enable Active Directory Synchronization in Office 365 Tenant
                - Install and configure latest version of AADConnect tool
                - Troubleshoot and remediate AADConnect synchronization errors
                - Create and upload AADConnect deliverable to Client
                - Conduct an AADConnect review call with Client
            - Encrypted SMTP Relay
                - Install/Verify SMTP Prerequisites

Scope of Work

- Install/Verify SSL Certificate on SMTP Server
- Configure SMTP Server Services
- Configure SMTP Server
- 'Configure Office 365 Inbound Connector
- Test SMTP Outbound Relay with PuTTY
- Verify Encryption with Wireshark
- Troubleshoot/Remediate SMTP Configuration Issues
- Conduct SMTP Review Call with Client Project Team
  - Verify functionality
- o Virtual to Virtual Migration
  - Configure Migration Tool
  - Install Agent on Source
  - VM's to Migrate
    - VM 4: VOS-app01
- o Cutover to Virtualized Infrastructure

Migrate Files from Existing File Server to New File Server

- Review current File Server folder and share infrastructure
- Emulate Folder / Shares onto new File Server
- Copy Share / Folder Content and permissions to new File Server
- Test Access to new File shares
- Adjust group policy / drive mapping scripts to point at new file server shares
- Verify users are accessing / using new file shares
- Disable old file server shares

Configure WatchGuard AuthPoint

- Prepare / Remediate Environment for Authpoint
  - o Ensure all users / accounts needing Authpoint are properly configured.
- Setup and Implement Authpoint for Required Services
  - o VPN
- Deploy Authpoint to Endpoints and Mobile Devices
  - o End user training / assistance (Up to two users).
  - o End user documentation

Setup Microsoft 365 MFA

- Client Meetings
- Enable Microsoft M365 Multi-Factor Authentication
- Setup White Listing for Multi-Factor Authentication

Scope of Work

- Admin Training

Optional MFA End User Setup

- If end users are unable to setup MFA with the CCB provided guide, CCB will assist with either installation or configuration of end user Multi Factor Authentication methods

Rack & Cable Equipment

- Install equipment at 2801 89th St. Sturtevant, WI 53177-2033
  - (3) Scale Nodes
  - (1) APC UPS
  - (1) APC PDU
  - Clean up existing cabling
  - Remove old equipment (Client responsible for disposal of equipment)
    - Old Rack Server
    - Old Tower Server

IT Consulting & Remediation

- Active Directory
  - Review and Disable / Remove Inactive Users and Devices
  - Review/revise organization Structure as necessary
  - Review/Revise Group Policy to reflect industry Best Practices
- File Server
  - Review/Revise file permissions and Folder structure to reflect RBAC methodology
  - Ensure File/Disk Encryption for data
- Azure Backup
  - Review Azure storage contents and reduce storage footprint/costs by keeping minimal archival/recovery data in this location
  - Reduce current onsite backup storage to minimal archival/recovery data to ensure space for new BaaS Implementation

Project Phase(s) & Task(s)

The project proposed includes the following phase(s) and task(s). Additional requests are considered out of scope:

- Project Feasibility Assessment
- Project Management (see below for further details)
- Project Kickoff Call (if applicable)
- Project Documentation (if applicable)
- Conduct Project Closure Call (if applicable)
- Send project completed email to Client Project Team.
- Unless noted above, services are to be provided within the normal business hours or 8:30 AM – 5:00 PM CST, Monday – Friday. Any services performed after hours will be billed at their corresponding rates below

Client Responsibilities

General

- Client will organize a project team for the technical and project plan handoff. The project team will have a primary technical contact that will represent Client in the planning discussions and review. The lead contact will participate in all required planning sessions.
- Client will provide access to necessary systems and network equipment.
- Client will provide information regarding desired system functionality, outside influences, security requirements, and systems management goals.
- Client will be responsible for end user interaction unless otherwise specified.
- Client will provide necessary servers, workstations, or other equipment that meets system requirements unless otherwise specified in the "Scope of Work" section.
- Client is responsible for the procurement, configuration, and installation of any software (agent, utilities, or applications), licensing, or hardware not specified in the "Scope of Work" section. CCB Technology can assist with installations (up to the designated amount) if explicitly listed in the "Scope of Work" section.
- Client will be responsible for rebooting of equipment and restoring connectivity to current services if required.
- Client will provide all the required information in the project onboarding document(s) provided by CCB. If Client cannot provide all the required information, CCB will work with the Client to attempt to gather the remaining information at an out-of-scope hourly rate.

Email Migrations

- If Client does not want or cannot allow CCB Technology to complete the DNS changes required for this project, Client understands and agrees that CCB technology will not be responsible for any delays or lost email due to DNS changes/issues.
- Client will be responsible for decommissioning the Exchange server unless otherwise specified in the "Scope of Work" section.
- Client will provide CCB Technology with credentials and access to configure their Firewall for use with Office 365. If Client does not wish to provide CCB Technology these credentials, the client will take responsibility of configuring the Firewall.
- To migrate additional .pst files, the .pst must be on the end user's workstation and connected to Outlook.
- Client will be responsible for the deployment of Outlook and Teams clients as required unless specified in the "Scope of Work" section.
- When doing a **SkyKick Migration**, client will be responsible for configuring email profiles on non-Windows devices (I.E. Apple, Android, Linux, etc.) or on Windows devices where the SkyKick Outlook Assistant (SKOA) is not installed.
- When doing a **Data Only Cutover**, client will be responsible for configuring Outlook user profiles on clients.
- For **Hybrid Setup & Hybrid Lite Migrations**, please see accompanying Pre-Requisites document.
- When doing a **Hybrid Setup**, client is responsible for migrating data unless otherwise specified in the "Scope of Work" section.
- For **BitTitan Migrations**, client will ensure that user mailboxes are not modified during the migration. Changes made after the migration begins can result in corrupted user data and may require the data be migrated a second time. Issues that arise from users changing source data can be resolved but will be considered out of scope and billed based on Time & Materials. Examples (but not exclusively limited to this list) are:
  - Adding new folders
  - Removing folders
  - Changing folder structure
  - Moving large amounts of mail between folders

Cloud Utility Server (AADConnect & SMTP Relay) & Authentication Services

- Client will be responsible for providing supported Windows Server(s) for Azure Active Directory Connect (AADConnect), SMTP Relay

Client Responsibilities

   and/or Active Directory Federation Services (ADFS) as required.
- Client will be responsible for obtaining and installing an SSL certificate on the SMTP relay server.
- Client will be responsible for third party software and hardware SMTP configurations (I.E. MFP(s), Voicemail notifications, etc.) unless otherwise specified in the "Scope of Work" section.

Client Project Point of Contact

The following contact(s) has been identified by Village of Sturtevant as the primary point(s) of contact that will work with the CCB Technology on this project:

Name	Phone	Email
Amanda Gain	(262) 886-7203	GainA@sturtevant-wi.gov

Fee Schedule

Noted within the Project Cost (Estimate) above each phase is designated with a specific billing arrangement. These are designated in the following way:

Fixed:
- Fixed project work will be invoiced upon completion of each fixed cost milestone within the project.

Time & Materials:
- Time & Materials project work will be invoiced on a four-week cycle or upon project completion, whichever comes first.

NOTE: Time & Materials is merely an estimate and thus does not represent a Fixed Rate. Neither the estimated billable hours nor dollar amount are intended to limit the bounds of what may be requested or required for performance of the necessary services.

Village of Sturtevant agrees that any additional work outside the scope of work or additional work required due to meet minimum requirements to begin and/or complete work will be billed out based on the fee schedule below.

Role/Function	Engagement	Fee Type	Hourly Rate
CCB Technology Remote Engineer	Normal Hours	Hourly	$175
CCB Technology Remote Engineer	After Hours	Hourly	$175
CCB Technology Remote Engineer	Weekend/Holiday	Hourly	$250
CCB Technology On-Site Engineer	After Hours	Hourly	$250
CCB Technology On-Site Engineer	Weekend/Holiday	Hourly	$300

CCB Technology's normal business hours are 8:30am-5:00pm CST M-F, excluding company holidays.

PLEASE NOTE: This pricing can change based on a variety of factors at the time of the request

Additional Fees

Village of Sturtevant agrees to pay any travel expenses for onsite work required to complete this project:
- CCB Technology will notify Village of Sturtevant prior to deploying an engineer onsite.
- Should round trip drive time exceed 30 minutes (.5 billable hours), CCB will bill an hourly rate of $125.00.
- Additional fees may include but are not limited to hotels, meals, parking, etc.

Out of Scope

Client understands that any implementation, configuration, or remediation of any piece of equipment or application is considered out of scope, unless explicitly noted otherwise in the "Scope of Work" section, and will be billed based upon Time & Materials as outlined in the Fee Schedule.

Policies

Completion Criteria

CCB Technology shall have fulfilled its obligations when any one of the following first occurs:
- CCB Technology accomplishes the activities described within this SOW, including delivery to Client of the materials listed in the section entitled "Scope of Work" and Client accepts such activities and materials without unreasonable objections. No response from Client within two-business days of items included in scope of work section being delivered is deemed acceptance.
- CCB Technology and/or Client has the right to cancel services or items included in scope of work section, not yet provided within 15 calendar days, with written notice to the other party. Client acknowledges that they will be billed for any work performed up to time of contract termination.

Assumptions

This Statement of Work is based upon the following assumptions and client responsibilities:
- Village of Sturtevant will identify one person with overall responsibility for the project. This person will act as the primary contact for CCB Technology and will have decision making authority regarding management of the project. Village of Sturtevant will promptly notify CCB Technology of any change in the person Village of Sturtevant has designated to serve as the Project Manager.
- Appropriate management, technical staff, and other internal resources as necessary and/or required to assist in completing the Scope of Work described. This assumes that a reasonable effort will be made to provide the necessary introductions and ensure the proper cooperation from within Village of Sturtevant.
- Village of Sturtevant will make all necessary facilities, hardware, and software available to CCB Technology at the commencement of the project.
- All "out of scope" requests will follow the documented change control process.
- Information provided by Village of Sturtevant is correct and complete.
- Village of Sturtevant will provide reasonable responses to questions and responses to requests for approval within 24 hours.

Risks

The following are the known risks for the engagement:
- Insufficient existing documentation or information.
- Insufficient communication and commitment by project team.
- Unsupported applications.
- Any changes to existing environment while project is in process.

Project Change Request Control Procedure

The following process will be followed if a change to this SOW is required:
- A Project Change Request (CR) will be the vehicle for communicating change. The CR must describe the change, the rationale for the change, and the effect the change will have on the project.
- The designated Project Manager of the requesting party (CCB Technology or Client) will review the proposed change and determine whether to submit the request to the other party.
- Both Project Managers will review the proposed change and approve it for further investigation or reject it. CCB Technology and Village of Sturtevant will mutually agree upon any charges for such investigation, if any. If the investigation is authorized, the Client Project Managers will sign the CR, or communicate approval via email, which will constitute approval for the investigation charges.
- CCB Technology will invoice Village of Sturtevant for any such charges. The investigation will determine the effect that the

Policies

implementation of the CR will have on SOW price, schedule and other terms and conditions of the Agreement.

- Upon completion of the investigation, both parties will review the impact of the proposed change and, if mutually agreed, a Change Authorization will be executed.
- A written Change Authorization and/or CR must be signed, or approved via written documentation (email), by both parties to authorize implementation of the investigated changes.
- The Project Management system will be updated by CCB Technology to reflect changes to the project plan.

Server Upgrade: Server # 240

Bill To:

Village of Sturtevant

2801 89th St
Sturtevant, WI 53177-2033
Accounts Payable
(262) 886-7200
accountant@sturtevant-wi.gov

Ship To:

Village of Sturtevant

2801 89th St
Sturtevant, WI 53177-2033
Amanda Gain
(262) 886-7203
GainA@sturtevant-wi.gov

Quote Information:

Quote #: 051233

Version: 1
Quote Date: 10/14/2022
Expiration Date: 09/22/2022

Quote Summary

Description	Amount
Project Cost (Estimate)	$24,500.00
Hardware	$22,210.00
Software	$5,526.00
Total:	**$52,236.00**

SOW ACCEPTANCE

This statement of work, including attachments, schedules, addenda, and supplemental documents is submitted by CCB Technology, a Wisconsin corporation to Village of Sturtevant and shall be a binding agreement between CCB Technology and Village of Sturtevant at such time as it has been signed on behalf of both CCB Technology and Village of Sturtevant. As of the effective date the parties agree as follows:

1. Services. CCB Technology agrees to perform services and provide documentation described in this Statement of Work, and Village of Sturtevantagrees to the provisions of this Statement of Work.

2. Adoption of Professional Service Agreement. The Professional Service Agreement between CCB Technology and Village of Sturtevant is incorporated by reference, provided that (a) the provisions of this Statement of Work shall overrule if the provisions of the agreement conflict with the provisions of this Statement of Work and (b) hourly rates set forth in this Statement of Work apply to the services described in this Statement of Work, and CCB Technology's current hourly rates apply to other services provided by CCB Technology.

This agreement constitutes the entire agreement of the parties, supersedes any prior understandings relating to the subject matter hereof, and may be amended or supplemented only in a written agreement signed by CCB Technology and Village of Sturtevant. All printed clauses on any order form submitted by Village of Sturtevant are deemed deleted.

IN WITNESS WHEREOF, the parties hereto have caused this SOW to be effective as of the day, month and year first written above.

CCB Technology

Signature: _____

Name: Logan McCoy

Title: VP of Services

Date: 10/14/2022

Village of Sturtevant

Signature: _____

Name: Amanda Gain

Date: _____

Professional Services Agreement

CLIENT PROFESSIONAL SERVICE AGREEMENT TERMS AND CONDITIONS ("AGREEMENT")

1. **Definitions.**
   1. "CCB Technology" refers to CCB Technology Inc., a Wisconsin corporation, and its employees and partners.
   2. "Client" means any CCB Technology client or partner to whom Services are provided pursuant to a Scope of Work.
   3. "Documentation" means the end user documentation, if any, which CCB Technology makes available to Client pursuant to a Scope of Work.
   4. "Intellectual Property Rights" means all rights in intellectual property of any type, including but not limited to (i) patents (including design or utility), inventions, invention disclosures, utility models, discoveries, technology, know-how, improvements, processes, recipes, formulae, procedures, drawings, specifications, designs, plans, trade secrets and confidential or proprietary information, lists, documents, content or materials in any form or medium; (ii) works of authorship, copyright works, copyrightable works and design rights, including packaging designs, displays, photographs, graphics, artwork, videos, proprietary fonts and typefaces, advertising and promotional materials, training materials and manuals used for internal or external purposes, electronic media content, software, code, computer programs, compilations, databases, database rights, documentation, research, reports and other textual and audiovisual works; (iii) trademarks, service marks, logos, symbols, trade dress, brand names, Internet domain names, trade names, get-up and other indicia of source of origin; and (iv) provisionals, divisions, continuations-in-part, re-examinations, re-issues, registrations, applications, renewals, foreign counterparts and equivalent protections with respect to any of the foregoing.
   5. "Scope of Work" ("SOW") means the CCB Technology schedules which detail the Services to be performed by CCB Technology. SOWs current as of the date of this Agreement are attached and made a part hereof. At its sole discretion, CCB Technology may offer new or revised SOWs from time to time, which shall be deemed part of this Agreement if agreed to in writing by CCB Technology and Client.
   6. "Services" means the services provided by CCB Technology to Client that are described in the applicable SOW.
   7. "Term" means the term described in Section 8.1.

2. **Services and License Grants.**
   1. Services. Upon acceptance of a Scope of Work, subject to these terms and conditions and provided the Client has met the requirements set forth on the Scope of Work, CCB Technology shall provide the Services described in the SOW. CCB Technology shall have no liability for any delay in the provision of Services and reserves the right to suspend provision of Services for purposes of repair, maintenance, or improvement; provided that CCB Technology shall use reasonable efforts to provide prior notice to Client and minimize such disruption to the Services.
   2. CCB License. Subject to the terms and conditions of this Agreement, CCB Technology hereby grants Client a nonexclusive, nontransferable, limited license to use the Services and the Documentation, solely as necessary for Clients to use the Services as set forth herein, during the Term and in accordance with CCB Technology's Acceptable Use Policy, attached hereto as Exhibit A and incorporated herein by reference, and all applicable laws and regulations. Client is expressly prohibited from, and shall not assist in, reverse engineering, decompiling, modifying, copying, creating derivative works from, or otherwise using any of the Services or the Documentation in any manner not expressly authorized by this Agreement.
   3. Client License; Cooperation. Client hereby grants CCB Technology a nonexclusive, nontransferable, limited license to use any of Client's Confidential Information (as defined below) and Intellectual Property reasonably necessary for CCB Technology to perform the Services, and shall cooperate with CCB Technology with respect to its performance of the Services, including, but not limited to, providing (i) access to appropriate personnel, facilities, and equipment (including but not limited to servers, devices, and computers), and (ii) prompt notification of any occurrence of damage to any software included in the Services, damage caused by the Services, or any errors, nonconformities, or interruptions in the Services. Client must also ensure that CCB Technology is provided

Professional Services Agreement

with a minimum level of connectivity to Client's servers in order for CCB Technology to adequately provide the Services. Client acknowledges and agrees that all Services shall be performed by CCB Technology remotely, unless otherwise specified in the applicable SOW, and that any and all on-site tasks shall be Client's sole responsibility.

4. Ownership. CCB Technology retains all right, title, and interest in and to the Services, the Documentation, all Intellectual Property and Confidential Information of CCB Technology and other designs, engineering details, schematics, drawings, specifications, and other similar data provided in connection with the Services.

5. Trademarks. Client shall not alter or remove any of CCB Technology's trademarks affixed to the Documentation or other materials or software provided in connection with the Services. Except for the license set forth in Section 2.2, nothing contained in this Agreement shall grant or shall be deemed to grant Client any right, title, or interest in CCB Technology's Intellectual Property, including its trademarks or trade names. Likewise, CCB Technology shall not alter or remove any of the Client's trademarks affixed to materials provided by Client in connection with the Services.Except for the license set forth in Section 2.3, nothing contained in this Agreement shall grant or shall be deemed to grant CCB Technology any right, title, or interest in Client's Intellectual Property, including its trademarks or trade names.

3. Fees and Billing.

1. Fees. Client acknowledges and agrees that payment of all fees for the Services shall be made in accordance with the terms and conditions set forth in the Net 30 Credit Application provided to Client. Failure to pay all such fees may result in immediate suspension or termination of the Services at CCB Technology's sole discretion.

2. Taxes. Payment of all taxes that may be levied upon the delivery of Services shall be the sole responsibility of Client.

4. Confidential Information.

1. Confidential Information. By virtue of this Agreement, each party may have access to information that is confidential to the other party or its Clients. "Confidential Information" means any information disclosed previously or in the future by a party (the "Disclosing Party") to the other party (the "Receiving Party"), either directly or indirectly, in writing, orally, or by inspection of tangible objects, including, without limitation, information, technical data, or know-how, including but not limited to that which relates to research, products, services, clients, markets, software, developments, inventions, processes designs, drawings, engineering, marketing or finances, which Confidential Information is designated in writing to be "confidential," "proprietary," or some similar designation, or other information, technical data, or know-how, the confidential or proprietary nature of which is reasonably apparent under the circumstances. Confidential Information shall not include any information that: (i) is or becomes available to the public without the fault or negligence of the recipient; (ii) was already in the possession of the recipient; (iii) is subsequently received from a third party without notice of restriction on further disclosure; or (iv) has been independently developed by the recipient.

2. Maintenance of Confidentiality. The Receiving Party agrees that it shall take reasonable measures to protect the secrecy, and avoid disclosure and unauthorized use, of the Confidential Information of the Disclosing Party. Without limiting the foregoing, the Receiving Party shall take at least those measures that it takes to protect its own most highly confidential information and shall ensure that its employees who have access to Confidential Information of the other party have signed a non-use and non-disclosure agreement in content similar to the provisions hereof, prior to any disclosure of Confidential Information to such employees. The Receiving Party shall make no copies of the Confidential Information of the Disclosing Party unless expressly allowed in this Agreement, or unless the Disclosing Party previously approves the same in writing. The Receiving Party shall reproduce the Disclosing Party's proprietary rights notices on any such approved copies, in the same manner in which such notices were set forth in or on the original.

3. Non-use and Non-disclosure. The Receiving Party agrees not to use any Confidential Information of the Disclosing Party for any purpose except to perform its obligations under this Agreement and any applicable SOW. The Receiving Party agrees not to disclose any Confidential Information of the Disclosing Party to third parties

Professional Services Agreement

without the prior written approval of the Disclosing Party, except that a Receiving Party may disclose Confidential Information if such disclosure is required by law, provided that the Receiving Party gives the Disclosing Party prompt written notice of such requirement prior to disclosure and assistance in obtaining an order protecting the information from public disclosure.

4. Ownership. All Confidential Information will remain the property of the Disclosing Party, and, except for the limited rights granted in Section 2.2 by CCB Technology and Section 2.3 by Client, no license to use the Confidential Information is granted or implied by the Disclosing Party to the Receiving Party by estoppel, inducement, or otherwise.

5. Representations and Warranties.

1. Client Warranties.
    1. Client's Business. Client represents and warrants that the Services, products, materials, data, and information used by Client in connection with this Agreement as well as Client's use of Services does not as of the date of this Agreement, and will not during the Term, operate in any manner that would violate any applicable law or regulation. Client acknowledges that CCB Technology exercises no control over the content of the information passing through Client's website(s) and that it is the sole responsibility of Client to ensure that the information it transmits and receives complies with all applicable laws and regulations.
    2. Breach of Warranties. In the event of any breach, or reasonably anticipated breach, of Client's warranties herein, in addition to any other remedies available at law or in equity, CCB Technology will have the right to immediately, in CCB Technology's sole discretion, suspend any Services to Client if deemed reasonably necessary by CCB Technology to prevent any harm to CCB Technology or its business.

2. Warranty Disclaimer by CCB Technology. CCB TECHNOLOGY ON BEHALF OF ITSELF AND ITS SUPPLIERS AND LICENSORS DOES NOT MAKE, AND HEREBY DISCLAIMS, ANY AND ALL EXPRESS OR IMPLIED WARRANTIES, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NONINFRINGEMENT, ACCURACY AND TITLE, AND ANY WARRANTIES ARISING FROM A COURSE OF DEALING, USAGE, OR TRADE PRACTICE. CLIENT EXPRESSLY ACKNOWLEDGES THAT THE CLIENT'S USE OF ANY DOCUMENTATION, SOFTWARE, HARDWARE, OR OTHER GOOD IN CONJUNCTION WITH THE SERVICES IS AT ITS OWN RISK AND ANY APPLICABLE WARRANTY IS BETWEEN THE MANUFACTURER AND CLIENT. TO THE EXTENT ANY PORTION OF THIS DISCLAIMER IS NOT ENFORCEABLE BY VIRTUE OF THIS AGREEMENT BEING GOVERNED BY THE LAWS OF THE STATE OF WISCONSIN AND THE UNITED STATES, THE REMAINING PROTION OF THIS DISCLAIMER SHALL BE ENFORCED TO THE MAXIMUM EXTENT PERMITTED UNDER THE APPLICABLE LAWS OF SUCH JURISDICTION.

6. Limitations of Liability

1. Exclusions. Except for breach of Section 4 (Confidential Information), neither party will be liable to the other for any lost revenue, lost profits, replacement goods, loss of technology, rights or services, incidental, punitive, indirect or consequential damages, loss of data, or interruption of business, even if CCB Technology or the other party is advised of the possibility of such damages, whether under theory of contract, tort (including negligence), strict liability, or otherwise.

2. Maximum Liability. CCB TECHNOLOGY'S MAXIMUM AGGREGATE LIABILITY TO CLIENT FOR PROVISION OF THE SERVICES, OR RELATED TO OR IN CONNECTION WITH THIS AGREEMENT, SHALL BE LIMITED TO THE TOTAL AMOUNT PAID BY CLIENT TO CCB TECHNOLOGY FOR THE SERVICES FOR THE SIX (6) MONTH PERIOD PRIOR TO WHEN THE CAUSE OF ACTION AROSE.

3. Basis of the Bargain; Failure of Essential Purpose. Client acknowledges that CCB Technology has set its prices and entered into this Agreement in reliance upon the limitations of liability set forth herein, and that the same form an essential basis of the bargain between the parties. The parties agree that the limitations and exclusions of liability and disclaimers specified in this Agreement will survive and apply even if found to have failed their essential purpose.

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7. Indemnification.

1. Client agrees to indemnify, defend, and hold harmless CCB Technology, its employees, subsidiaries, and affiliates, successors and permitted assigns from and against all third party suits and claims, including reasonable attorneys' fees and court costs ("Claim") to the extent such Claim is based, in whole or in part, on (i) Client's material breach of its contractual obligations hereunder, (ii) Client's improper or unauthorized use of the Services, or (iii) any breach by Client of its warranties hereunder. Client shall pay all damages or settlements resulting from the Claim, but Client shall not enter into any settlement that affects CCB Technology's rights or interest without CCB Technology's prior written approval, which will not be unreasonably withheld. CCB Technology reserves the right to participate in and/or control any litigation regarding a Claim under this section with counsel of its own choosing, at CCB Technology's expense, and Client agrees to cooperate with CCB Technology in connection with such litigation, including by providing to CCB Technology all available information.

2. CCB Technology agrees to indemnify, defend, and hold harmless Client, its employees, subsidiaries, and affiliates, successors and permitted assigns from and against all Claims to the extent such Claim is based, in whole or in part, on (i) CCB Technology's material breach of its contractual obligations hereunder, or (ii) CCB Technology's gross negligence in the performance of the Services. CCB Technology shall pay all damages or settlement resulting from the Claim, subject to Section 6.2 (Maximum Liability), but CCB Technology shall not enter into any settlement that affects Client's rights or interest without Client's prior written approval, which will not be unreasonably withheld. Client reserves the right to participate in and/or control any litigation regarding a Claim under this section with counsel of its own choosing, at Client's expense, and CCB Technology agrees to cooperate with Client in connection with such litigation, including by providing to Client all available information

8. Term and Termination.

1. Term. Subject to the terms and conditions hereof, this Agreement shall remain in effect until terminated by either party pursuant to Section 8.2.

2. Termination. Either party may terminate this Agreement, with or without cause, upon five (5) days notice to the other party.

3. Effect of Termination. Upon the effective date of termination of this Agreement: (i) CCB Technology may immediately cease providing Services; (ii) the licenses granted in Sections 2.2 and 2.3 shall terminate; (iii) Client shall immediately pay CCB Technology for any Services provided prior to the effective date of termination; (iv) all Confidential Information shall be returned to the Disclosing Party and neither party shall make or retain any copies of any returned Confidential Information except as required to comply with any applicable legal or accounting record keeping requirement; and (v) all tools and materials owned by CCB Technology and located at Client's facilities shall be returned to CCB Technology.

4. Survival. The following provisions will survive any termination of this Agreement: Sections 1 (Definitions), 2.4 (Ownership), 2.5 (Trademarks), 4 (Confidential Information), 6 (Limitations of Liability), 7 (Indemnification), 8 (Term and Termination), and 9 (Miscellaneous Provisions).

9. Miscellaneous Provisions.

1. Force Majeure. Except for the obligation to pay money, neither party will be liable for any failure or delay in its performance under this Agreement due to any cause beyond its reasonable control, including act of war, acts of God, earthquake, flood, embargo, riot, sabotage, labor shortage or dispute, governmental act, or failure of the Internet, provided that the delayed party: (i) gives the other party prompt notice of such cause, and (ii) uses its reasonable commercial efforts to correct promptly such failure or delay in performance.

2. Marketing. Client acknowledges that CCB Technology may refer to Client by trade name and trademark, and may briefly describe Client's business, in CCB Technology's marketing materials and website. Client hereby grants CCB Technology a license to use any Client trade names and trademarks solely in connection with the rights granted to CCB Technology pursuant to this Section; however, CCB Technology will not make use of such license without Client's prior written consent.

3. Government Regulations. Neither party shall export, re-export, transfer, or make available, whether directly or

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indirectly, any regulated item or information to anyone outside the U.S. in connection with this Agreement without first complying with all export control laws and regulations which may be imposed by the U.S. Government and any country or organization of nations within whose jurisdiction Client operates or does business.

4. Governing Law; Venue. This Agreement is made under and will be governed by and construed in accordance with the laws of the State of Wisconsin without regard to principles of conflicts of law. All disputes arising under this Agreement shall be resolved exclusively in state or federal courts located in the State of Wisconsin, to which jurisdiction and venue the parties hereto irrevocably consent.

5. Severability; Waiver. The waiver of any breach or default of this Agreement will not constitute a waiver of any subsequent breach or default, and will not act to amend or negate the rights of the waiving party.

6. Assignment. Neither party may assign its rights or delegate its duties under this Agreement either in whole or in part without the prior written consent of the other party, except that each party may assign this Agreement in whole as part of a corporate reorganization, consolidation, merger, or sale of substantially all of its assets. Any attempted assignment or delegation without such consent will be void. This Agreement will bind and inure to the benefit of each party's successors and permitted assigns.

7. Notices. All notices or other communications required or permitted to be given hereunder shall be in writing and shall be considered to be given and received in all respects when hand delivered, when sent by prepaid express or courier delivery service, when sent by facsimile transmission actually received by the receiving equipment, by e-mail of a .pdf document (with confirmation of transmission of reply e-mail) or three days after deposited in the United States mail, certified mail, postage prepaid, return receipt requested.

8. Entire Agreement. This Agreement, including all Scope of Works, exhibits and documents incorporated herein by reference, constitutes the complete and exclusive agreement between the parties with respect to the subject matter hereof, and supersedes and replaces any and all prior or contemporaneous discussions, negotiations, understandings, and agreements, written and oral, regarding such subject matter.

EXHIBIT A

CCB TECHNOLOGY ACCEPTABLE USE POLICY

CCB Technology has formulated this Acceptable Use Policy (the "Policy") in order to encourage the responsible use of the services (the "CCB Technology Service") provided by CCB Technology to our users ("Users"), and to enable us to provide Users with secure, reliable, and productive service.

General Conduct
The CCB Technology Service must be used in a manner that is consistent with the intended purpose of the CCB Technology Service and may only be used for lawful purposes. Users shall not use the CCB Technology Service in order to transmit, distribute, or store material: (i) in violation of any applicable law or regulation, including export or encryption laws or regulations; or (ii) that may expose CCB Technology to criminal or civil liability. Users are further prohibited from assisting any other person in violating any part of this Policy.

Responsibility for Content
CCB Technology takes no responsibility for any material created or accessible on or through the CCB Technology Service. CCB Technology is not obliged to monitor or exercise control over such material, but reserves the right to do so. In the event that CCB Technology becomes aware that any such material may violate this Policy and/or expose CCB Technology to civil or criminal liability, CCB Technology reserves the right to block access to such material and suspend or terminate service with respect to any User creating, storing, or disseminating such material. CCB Technology further reserves the right to cooperate with legal authorities and third parties in the investigation of alleged wrongdoing, including disclosing the identity of the User that CCB

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Technology deems responsible for the wrongdoing.

Inappropriate Content
Users shall not use the CCB Technology Service to transmit, distribute, or store material that is inappropriate, as reasonably determined by CCB Technology, or material that is indecent, obscene, pornographic (including child pornography), defamatory, libelous, threatening, abusive, hateful, or excessively violent.

Intellectual Property
Material accessible through the CCB Technology Service may be subject to protection under privacy, publicity or other personal rights and Intellectual Property rights including but not limited to, copyrights and laws protecting patents, trademarks, trade secrets, or other proprietary information. Users shall not use the CCB Technology Service in any manner that would infringe, violate, dilute or misappropriate any such rights. If Users use a domain name in connection with the CCB Technology Service it must not be used in violation of the trademarks, service marks, or similar rights of any Third Party.

Harmful Content
Users shall not use the CCB Technology Service to transmit, distribute, or store material that contains a virus, worm, Trojan horse, or other component harmful to the CCB Technology Service or any other Users.

Fraudulent/Misleading Content
Users shall not use the CCB Technology Service to transmit or distribute material containing fraudulent offers for goods or services, or any advertising or promotional materials that contain false, deceptive, or misleading statements, claims, or representations. Users are prohibited from submitting any false or inaccurate data on any order form or online application, including the fraudulent use of credit cards.

Unsolicited Messages
Sending unsolicited mail messages, including, without limitation, commercial advertising and informational announcements, is explicitly prohibited. A User shall not use another site's mail server to relay mail without the express permission of the site.