MASTER AGREEMENT

This Master Agreement ("Agreement") dated this ___ day of _____, 200_ ("Effective Date"), covers all products and services acquired by the City of Rapid City South Dakota ("Client") through Network Consulting Services, Inc. ("NCSi").

(1) Structure of Agreement. This Agreement, the Statement of Work attached hereto as Exhibit A, and other exhibits attached hereto as noted herein (collectively the "Agreement") constitute the complete agreement between the Parties and replace any prior oral or written communications. Additional terms governing the products and services to be provided under this Agreement are contained in attached exhibits. If there is a conflict between the terms of this Agreement and the terms of the attached exhibits, the terms of this Agreement prevail.

(2) Details of Agreement. NCSi shall perform the services noted in the Statement of Work and described in detail in Exhibit A hereof ("Services") during the period and upon the terms and conditions specified in the Statement of Work. NCSi shall further provide all computer hardware and software ("Products"), including but not limited to, all software licenses and accompanying maintenance agreements, at a price not to exceed the amounts provided in the quote attached hereto as Exhibit B. Any party may request changes to the Services or Products. Changes must be requested in writing and described in detail. Any mutually agreed changes must be in writing and signed by all Parties. Changes in the Statement of Work and/or the Product configuration may result in increased or decreased charges.

(3) Billing and Payment Terms. Client agrees to pay Network Consulting Services, Inc. the price specified in the exhibits for the corresponding Products and Services; including any pre-approved travel or other expenses. Payment for Services shall be due upon completion of the Statement of Work according to the terms contained therein. Payment provided for computer hardware and software shall be due upon delivery, or in the alternative, issuance of software licenses where appropriate. Client shall pay any and all sales or use taxes applicable to the Services and Products as provided under this Agreement. Any amount that is not paid within forty-five (45) days of the date due shall bear interest at the lower of 1.5% per month or the maximum legal rate. At NCSi's reasonable written request, NCSi may suspend services if Client's non-payment continues beyond forty-five (45) days.

(4) Term and Termination. This Agreement shall become effective on the Effective Date and shall continue in effect until terminated as specified in this Section 4 (the "Term"). Client or NCSi may terminate this Agreement without cause at any time on or after the first anniversary of the Effective Date, by providing to the other party at least sixty (60) days prior written notice. Any party shall have the right to terminate this Agreement in the event of a material breach by another party, unless such breach is cured within thirty (30) days of receipt of written notice of such breach. Any party will have the right to terminate this Agreement, effective immediately upon delivery of written notice thereof to the other parties, in the event that another party voluntarily or involuntarily becomes or threatens to become insolvent, the subject of a petition in bankruptcy, the appointment of a receiver, rehabilitator, conservator in bankruptcy, or other agent known by whatever name, to take possession of its assets or control of its operations or any proceeding relating to insolvency, receivership, liquidation or composition for the benefit of creditors or similar matters, or admits in writing its inability to pay its debts as they become due. The obligations of the Parties under this Agreement that continue beyond expiration, termination or cancellation of this Agreement including, without limitation, Sections 5 through 12, shall survive any such expiration, termination or cancellation. If at any point during the Term, any party's performance under this Agreement conflicts or threatens to conflict with any material "Legal Requirement" (defined below), any party may suspend performance under this Agreement and negotiate in good faith to amend this Agreement so that each party's performance hereunder complies with the Legal Requirement. If after thirty (30) days, the Parties are unable to agree on a mutually acceptable amendment, any party may immediately terminate this Agreement upon written notice to the other Parties. As used in this Agreement, "Legal Requirement" means any statute, law, ordinance, rule or regulation, or any order, judgment, or plan, of any court, arbitrator, department, agency, authority, instrumentality or other body, whether federal, state, municipal, foreign, self-regulatory organization or other.

(5) Intellectual Property Rights. Each party agrees that it shall acquire no right, title or interest in or to any other party's information, data, tools, processes or methods, or any copyrights, trademarks, service marks, trade secrets, patents or any other intellectual or intangible property or property rights of the other by virtue of the service provided or materials delivered pursuant to this Agreement. No party shall use another party's trademarks, service marks, trade names or product names other than as explicitly set forth in this or another written Agreement. During the Term of this Agreement, NCSi may include Client's name in a list of Clients on its website or in promotional materials or as a reference in sales presentations. If Client is granted the right to use NCSi certification, seal or logo under the terms of the Statement of Work, it may do so only during the period specified in the Statement of Work and subject to the then-current guidelines for use of such certification, seal or logo.

(6) Representations and Warranties.

    a. Mutual. Each party represents and warrants to the others that it has the right to enter into this Agreement, and that the consent of no other person or entity is necessary for it to enter into and fully perform this Agreement.

    b. Limited Warranties of NCSi. NCSi represents and warrants to Client that:

        i. All access to Client's network affected by NCSi as part of the Services shall be in accord with the detailed project plan for such access previously approved by Client, or as Client's designated representative otherwise specifically approved in advance.

        ii. All deliverables contemplated by this Agreement shall meet the requirements described in this Agreement in all material respects.

        iii. The Services will be performed in a workmanlike manner using reasonable care and skill by qualified personnel who are experienced in NCSi's methodology.

        iv. The Services will be performed at a level of quality consistent with that provided by the mainstream of experts providing similar services on a commercial basis in the United States.

        v. The Services shall not cause to have introduced into Client's information systems and networks any self-replicating nor non-self-replicating computer codes, commands, routines or like data or entries that perform an undesired activity ("Virus").

    c. No Other Warranties. EXCEPT AS OTHERWISE EXPRESSLY SET FORTH IN THIS AGREEMENT, ALL SERVICES AND DELIVERABLES PROVIDED BY NCSI ARE PROVIDED "AS IS" AND NCSi: (1) DISCLAIMS ALL OTHER WARRANTIES EXPRESS OR

Client Initials   _____

NCSi Initials   _____

IMPLIED, INCLUDING ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR PARTICULAR PURPOSE; (2) DO NOT WARRANT THAT THE NCSi SERVICES OR ANY COMPONENT THEREOF WILL MEET THE NEEDS OF CLIENT; AND (3) DO NOT GUARANTEE THAT CLIENT'S NETWORK, COMPUTER SYSTEMS, OR ANY PORTIONS THEREOF ARE SECURE. CLIENT ACKNOWLEDGES THAT IMPENETRABLE SECURITY CANNOT BE ATTAINED IN REAL-WORLD ENVIRONMENTS AND THAT NCSI DOES NOT GUARANTEE PROTECTION AGAINST BREACHES OF SECURITY.

d. No Warranties to Third Parties. No Party will make any warranties on behalf of another Party to any third party, without the prior written consent of the other party.

(7) Indemnification.

a. Mutual Indemnification. Each party to this Agreement will indemnify, defend and hold harmless the other parties and any of their "Related Parties" (defined below) from and against any "Loss" (defined below) asserted against or incurred by any of them, directly or indirectly, by reason of, arising out of or resulting from:

i. The failure of the party or its Related Parties to comply with any Legal Requirement pertaining to this Agreement or the services provided under it.

ii. Any criminal, fraudulent, intentionally wrongful or grossly negligent act or omission of the party or its related parties arising out of or resulting from the performance of its obligations under this Agreement.

iii. Infringement, violation or misappropriation by party or its Related Parties of any other party's "Intellectual Property Rights" (defined below) arising out of or resulting from the performance of party's obligations under this Agreement.

iv. The breach of any covenant or obligation of party contained in Section 11 (Confidential Information) of this Agreement; or

v. The inaccuracy or breach of any representation or warranty of the party contained in or made pursuant to this Agreement, or the breach of any covenant or obligation of the party contained in this Agreement, and not referenced in subclasses through above.

As used in this Agreement, "Loss" means any demand, claim, suit, proceeding, action, loss, damage, judgment, award, settlement, cost, expense or liability, including without limitation, interest, defense costs, costs of investigation, court costs, reasonable attorneys' fees and expenses, penalties and fines.

As used in this Agreement, "Related Party" means any parent, subsidiary or affiliated company, and the present and former directors, officers, members, shareholders, employees, agents, and representatives of any of these, and their successors, heirs and assigns.

As used in this Agreement, "Intellectual Property Rights" shall mean and include: (i) all trademark rights, business identifiers, trade dress, service marks, trade names and brand names, all registrations thereof and applications therefore and all goodwill associated with the foregoing; (ii) all copyrights, copyright registrations and copyright applications, and all other rights associated with the foregoing and the underlying works of authorship; (iii) all patents and patent applications, and all international proprietary rights associated therewith; (iv) all contracts or agreements granting any right, title, license or privilege under the intellectual property rights of any third party; (v) all inventions, mask works and mask work registrations, know-how, discoveries, improvements, designs, trade secrets, shop and royalty rights, employee covenants and agreements respecting intellectual property and non-competition and all other types of intellectual property; and (vi) all claims for infringement or breach of any of the foregoing.

b. Survival of Obligations; Payment. The indemnification obligations set forth herein shall survive any termination of this Agreement. The Indemnifying Party shall promptly pay the Indemnified Party any amount due under this Section, which payment may be accomplished in whole or in part, at the option of the Indemnified Party, by the Indemnified Party setting off any amount owed to the Indemnifying Party by the Indemnified Party.

(8) (Deleted)

(9) Client's Consent to Network Access and Waiver of Claims.

a. Some of the techniques NCSi will employ in providing the Services would constitute improper and unauthorized access, absent the consent thereto given by Client to NCSi herein. Accordingly, on the condition that NCSi performs the Services in accordance with the terms of this Agreement (including the provisions of Section 6.b hereof), Client provides its consent to NCSi's employment of such invasive and/or intrusive techniques as being part of the Services to be performed at Client's request pursuant to this Agreement.

b. Client acknowledges that, notwithstanding NCSi's performance of the Services in accordance with the terms of this Agreement (including the provisions of Section 6.b hereof), NCSi may inadvertently cause damage to Client's System or data, including causing Client's System to suffer degraded performance or responsiveness. On the condition that NCSi performs the Services in accordance with the terms of this Agreement (including the provisions of Section 6.b hereof), Client agrees to waive any and all claims against NCSi and their Related Parties for any such damage, including damage that may be caused by NCSi actually gaining access to such System.

c. Client's conditional consent to NCSi's actions and conditional waiver of claims are based on Client's understanding of its own System as well as its understanding of the Services to be provided pursuant to this Agreement. Client further warrants and represents that it has had the opportunity to question NCSi regarding the Services and the techniques involved in implementing the Services, and therefore agrees that its conditional consent and waiver constitute an informed conditional consent and waiver.

d. Notwithstanding any provision of this Article 9 to the contrary, NCSi remains obligated to indemnify Client and its Related Parties from and against Losses pursuant to the provisions of sub-clauses (i) through (iv) inclusive of Section 7.a of this Agreement, without limitation as to amount.

(10) Dispute Resolution. Each party agrees to seek to resolve any and all claims, controversies and disputes between the Parties that arise out of or relate to this Agreement in accordance with the procedures set forth in this Section 10.

a. Designation of Dispute. A party (the "Complaining Party") that believes that another (the "Responding Party") is in breach of this Agreement in any particular, shall deliver written notification to the Responding Party, setting forth in reasonable detail the breach for which the Complaining Party seeks redress, along with a specific request for relief. The Responding Party shall have fifteen (15) business days from receipt to provide a written reply. The reply shall contain a response to the allegations contained in the notice or any agreement to provide the relief requested. Upon receipt of the reply, the Complaining Party shall provide written notice to the Responding Party either that the dispute has been resolved satisfactorily or that the Complaining Party intends to take additional steps to resolve.

Client Initials   _____

NCSi Initials   _____

(11) Confidential Information. Each party acknowledges that it and its employees or agents may, in the course of the Agreement, be exposed to or acquire information that is proprietary or confidential to another Party. "Confidential Information" shall include: (a) any information relating to a party's research, development, trade secrets, processes, procedures, formulas, business practices, business plans, strategies, budgets, client and vendor relationships, personnel data, financial information and other similar business information of a confidential nature; (b) other proprietary information, results of remote assessments, technical guides, technical data or know-how, including, but not limited to, that which relates to Client's hardware, software, screens, specifications, designs, plans, drawings, data, prototypes, discoveries, security policies, passwords, access codes and the like, router, firewall and other such equipment's configuration information, filtering configurations, or any other information directly relating to the integrity or security of the Client network or computer systems; and (c) the methods, systems, data and materials used or provided by NCSi in the performance of services pursuant to this Agreement. NCSi acknowledges and agrees that the nature and extent of the security vulnerabilities, if any and other information that NCSi discovers regarding Client's information systems and networks during the course of this engagement is Confidential Information of Client. Client expressly permits NCSi to view the reports that NCSi prepares for Client as part of the Services, in order for NCSi to advise Client and/or perform other related services for Client, such as remediation services. The term "Confidential Information" shall not include information that is (a) known to the receiving party prior to disclosure by the disclosing party or its personnel; (b) publicly available through no act or omission of the receiving party; (c) lawfully received by the receiving party from a third party (other than the disclosing party's former or current personnel) that is not under any confidentiality obligation to the disclosing party; or (d) comprised of statistical information, or other aggregated information regarding security vulnerabilities, security configurations and the like insofar as such information does not identify Client or Client's computer network or computer systems. Except as otherwise expressly set forth herein, each party shall use Confidential Information of another party which is disclosed to it only for the purposes of this Agreement and shall not disclose such Confidential Information to any third party without the other party's prior written consent. Each party may disclose to its employees another party's confidential information on a need-to-know basis in connection with this engagement. Each party agrees to take measures to protect the confidentiality of the other parties' Confidential Information that, in the aggregate, are no less protective than those measures it uses to protect the confidentiality of its own Confidential Information. Upon the request of the disclosing party, the recipient will return to the disclosing party all written Confidential Information, and will promptly destroy all copies of any analyses, summaries or extracts prepared by the recipient or for its use containing or reflecting any Confidential Information. Each party further agrees promptly to advise another party in writing of any unauthorized misappropriation, disclosure or use by any person of the Confidential Information of that other party that may come to its attention and to take all steps reasonably requested by the disclosing party to limit, restrict or otherwise remedy such misappropriation, disclosure or use. Nothing in this Agreement shall be construed as granting any rights to the receiving party, by license or otherwise, to any of the disclosing party's Confidential Information, except as expressly stated in this Agreement. In the event that a party is required to disclose Confidential Information to a court or governmental agency or pursuant to any other applicable Legal Requirement, such party shall, to the extent practicable prior to such disclosure, and as soon as practicable and by the best available means, notify the other party to allow it an adequate opportunity to object to the disclosure order or to take other actions to preserve the confidentiality of the information. Prior to any disclosure pursuant to this Section 11, a party required to disclose Confidential Information shall cooperate with the party claiming confidentiality of the information in such party's reasonable efforts to limit the disclosure by means of a protective order or a request for confidential treatment.

(12) Ownership and Use of Work Product. Client shall own all deliverables and other material originated, prepared for and/or delivered to the Client under this Agreement, including without limitation, all copyright, patent, trade secret and other proprietary rights pertaining thereto; provided, however, that NCSi 's working papers and Confidential Information of NCSi belong exclusively to NCSi , respectively, except to the extent said working papers contain Confidential Information of Client or material owned by Client under the preceding sentence. Nothing in this Agreement shall preclude or limit NCSi from providing consulting services and/or developing software or materials for itself or other clients.

(13) General Provisions.

a. Severability. In the event that any provision of this Agreement is determined to be invalid, unenforceable or otherwise illegal, such provision shall be deemed restated, in accordance with applicable law, to reflect as nearly as possible the original intentions of the Parties, and the remainder of the Agreement shall remain in full force and effect.

b. No Waiver. No term or condition of this Agreement shall be deemed waived, and no breach shall be deemed excused, unless such waiver or excuse is in writing and is executed by the party from whom such waiver or excuse is claimed.

c. Amendment. Any amendment of this Agreement shall be in writing and signed by all Parties.

d. Interpretation. Section numbers and headings are used for convenience and are not to be construed as limitations of the substance of any provision.

e. Governing Law. This Agreement shall be interpreted under the laws of the State in which Client is domiciled..

f. Force Majeure. With the exception of a party's obligation to make payments properly due to the other party, neither party shall be deemed in default or otherwise liable under this Agreement due to its inability to perform its obligations by reason or fire, earthquake, flood, substantial snowstorm, epidemic, accident, explosion, casualty, strike, lockout, labor controversy, riot, civil disturbance, act of public enemy, embargo, war, act of God, or any failure or delay of any transportation, power, computer or communications system or any other or similar cause beyond that party's control.

g. Assignment. Neither this Agreement nor any right or obligation arising hereunder may be assigned (voluntarily, by operation of law, or otherwise), in whole or in part, by any party without the consent of the other parties, such consent not to be unreasonably withheld; provided, however, that any party shall have the right, upon written notice to the other parties, to assign this Agreement to any person or entity that acquired all or substantially all of such party's business or assets. This Agreement shall be binding upon, and inure to the benefit of, the Parties and their respective successors and permitted assigns.

h. Injunctive Relief. The Parties acknowledge that it will be impossible to measure in money the damage to them caused by any failure to comply with the covenants set forth in Section 11 (Confidential Information), that each such covenant is material, and that in the event of any breach of such provision, the injured party will not have an adequate remedy at law or in damages. Therefore, in addition to any other remedies to which a party may be legally entitled, the Parties consent to the issuance of an injunction or the enforcement of other equitable remedies against them at the suit of the other, without bond or other security, to compel performance of all of the terms of Section 11 (Confidential Information), and waive the defense of the availability of relief in damages.

i. Counterparts; Facsimiles. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same document. The Parties may sign facsimile copies of this Agreement which shall each be deemed originals.

Client Initials   _____

NCSi Initials   _____

Intending to be legally bound, the Parties have caused this Agreement to be executed by their authorized representatives effective as of the Effective Date.

City of Rapid City South Dakota　　　**Network Consulting Services, Inc.**

_____　　　_____
Signature　　　　　　　　　　　　　　　　　Signature

_____　　　_____
Printed Name　　　　　　　　　　　　　　　Printed Name

_____　　　_____
Title　　　　　　　　　　　　　　　　　　　Title

_____　　　_____
Date　　　　　　　　　　　　　　　　　　　Date

Identification of Service Provider

Network Consulting Services, Inc (NCSi)
563 West 500 South Suite 245
Bountiful, Utah 84010
Phone Number:　　　801-295-7555
Fax:　　　　　　　　801-294-6626
NCSi representatives:
　　Sales　　　　　David Lamson　dlamson@ncsi.us
　　Consulting　　　Bryan Hadzik　bhadzik@ncsi.us

Identification of Client

City of Rapid City South Dakota
300 Sixth Street
Rapid City, SD 57701-5034
Contact:　　　　　　Russ Tiensvold
Phone Number:　　　605-836-0077
Fax:　　　　　　　　605-394-6621
E-Mail Address:　　　russ.tiensvold@rcgov.org

Client Initials　　_____
NCSi Initials　　_____

EXHIBIT A
LeftHand Networks and VMware Statement of Work

The following document outlines the installation and configuration of LeftHand Networks iSCSI SAN and VMware Virtual Infrastructure. The completed project includes the documentation generated from the specific installation outlined by this Statement of Work.

In order for the installation to proceed smoothly, we recommend that at least one employee of the organization have ultimate responsibility for the daily operation and maintenance of LeftHand Networks and VMware. That person should be present and free from alternate responsibilities for the entire time the NCSi consultant is on-site.   The NCSi consultant will make every effort to transfer knowledge of the operation and functionality of LeftHand Networks and VMware during the installation.

Knowledge transfer will be conducted during actual installation and configuration in order to provide a complete overview of LeftHand Networks and VMware solutions.

The NCSi consultant will need physical access to the servers as well as any escorted access to sensitive areas. Depending on the extent of the installation, this time may start before 8:00am and end after 5:00pm in order to accommodate the schedule. Please make whatever arrangements are necessary for this accommodation.

A. LEFTHAND NETWORKS

Pre-Deployment Meeting
- Meet with personnel responsible for LeftHand Networks operation to discuss installation goals and timelines
- Strategize end-user communication methods and timelines
    - Assign communication responsibility
    - Discuss RAID and replication levels

Storage Module Setup
- Install Storage Modules
    - Assign IP Address
    - Assign Host Name
    - Configure password
    - Setup Raid level
    - Upgrade software if necessary
    - Configure time/ntp settings
    - Configure speed/duplex settings
    - Create NIC failover strategy

Client Initials   _____
NCSi Initials   _____

Centralized Management Console
- Install Management Console
    - Install on Customer Workstations
    - Connect to SAN

Management Group
- Create Management Group
    - Discuss quorum with customer
    - Start discussed number of managers
    - Configure virtual manager if necessary

Cluster
- Create Cluster
    - Assign virtual IP address
    - Discuss order of storage modules
    - Assign storage modules to cluster

Volume Creation
- Create Volume
    - Discuss all settings in volume creation
    - Set replication level
- Create Volume List
    - Add volumes to volume list
    - Assign Permissions
- Create Authentication Group
    - Locate initiator node name
    - Assign volume list
    - Determine whether to activate VIP load balancing

Connecting to Volume
- Load iSCSI initiator
    - Locate iSCSI node name
    - Install MPIO if necessary
    - Configure discovery for VIP
- Attach to Volume
    - Attach to volume
    - Configure to auto-logon on startup
    - Bind volume to correct drive letter
    -
- Create File system
    - Create partition
    - Create file system
    - Demonstrate expanding file system
    - Discuss best practices for volume usage

Knowledge Transfer
- Demonstrate snapshots
- Discuss snapshot best practices.
- Demonstrate Remote IP Copy
- Discuss Remote IP Copy best practices.

Monitoring
- Setup Email alerting
- Setup SNMP monitoring
- Setup Health Check Utility

B. VMWARE

Pre-Deployment Meeting
- Meet with personnel responsible for VMWare operation to discuss installation goals and timelines
- Strategize end-user communication methods and timelines
  - Assign communication responsibility
  -

Virtual Center Server Preparation and Operating System Installation
- Install Windows 2003
  - Setup OS Partition
  - Setup SWAP partition
  - Setup Data Partition
  - Patch OS
  - Join Domain (when applicable)

- Install Microsoft SQL
  - Install MS SQL
  - Create Virtual Center Database
  - Configure database security

Virtual Center Installation
- Software Installation
  - Verify proper installation of pre-requisites
  - Verify the fixed IP address and DNS resolution of the VMWare Server
  - Install License Server

- Configuration
  - Install license file
  - Create a server template
  - Demonstrate how to deploy template
  - Setup users and permissions
  - Setup Alerting
  - Configure Distribute Resource Scheduler
  - Configure Resource Pools
  - Configure High Availability (HA)

ESX Server Install

- Install
    - Verify prerequisites.
    - Install ESX server
    - Configure IP Address
    - Setup storage and configure partitions

- Configuration
    - Configure swap
    - Setup virtual networks
    - Add ESX server to Virtual Center

Vmware Converter

- Install
    - Verify prerequisites.
    - Install VMware Converter

- Demonstration
    - Demonstrate process of Converter for 2 physical machines
    - Demonstrate cold clone process

C. Price

The price to execute this entire Statement of Work – including all Travel and Expenses – is **$20,000**. Payment in full will be expected upon completion of the Statement of Work.

If this is acceptable, please sign this Statement of Work and fax to 801-294-6626 no later than 2 weeks before installation.

_____
Signature

_____
Printed Name

_____
Date

Client Initials   _____
NCSi Initials   _____