

MASTER SERVICES AGREEMENT

This is a Master Services Agreement between High Point Networks, LLC (HPN) and City of Billings.

RECITALS

[E.g., HPN, is a provider of data and voice networking solutions in the technology business activities of hardware sales or services; systems security software, hardware, or services; sales of pre-packaged software of others; systems consulting, analysis, and design; and disaster recovery services and consulting];

CITY OF BILLINGS requests services from HPN; and

HPN agrees to provide CITY OF BILLINGS and CITY OF BILLINGS agrees to pay HPN for the services, subject to the terms and conditions contained in this Master Services Agreement.

NOW, THEREFORE, in consideration of the mutual promises and agreements set forth in this Master Services Agreement, HPN and CITY OF BILLINGS agree as follows:

OPERATIVE PROVISIONS

1. Statement of Work. A Statement of Work for each project or engagement to be undertaken by HPN for CITY OF BILLINGS will specifically outline the services to be provided by HPN and the compensation to be paid by CITY OF BILLINGS. The Statement of Work will be incorporated into and attached as an exhibit to this Master Services Agreement. The Statement of Work must be in writing and dated and signed by both parties prior to commencement of the services outlined in the Statement of Work. Subsequent changes to any Statement of Work must be in writing and dated and signed by both parties.

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2. Scope of Services. HPN, in exchange for the compensation paid by CITY OF BILLINGS under this Master Services Agreement, agrees to provide the services in accordance with the Statement of Work. To the extent there is any inconsistency between this Master Services Agreement and the Statement of Work, the Statement of Work shall control.
3. Compensation. CITY OF BILLINGS will pay for the services provided by HPN in accordance with the Statement of Work.
4. Payment Terms. CITY OF BILLINGS will make payment to HPN within 30 calendar days after receipt of an invoice from HPN.
5. Site Preparation. CITY OF BILLINGS will provide HPN appropriate access to the network, facilities, and personnel of the organization; an appropriate workspace to use while working with CITY OF BILLINGS; cooperative access to knowledgeable staff; and access to the appropriate decision-making authority for determining evaluation criteria for the services. For the purposes of this Master Services Agreement, "appropriate" means in conformance with HPN's specifications.
6. Delivery of Services. HPN will deliver the services under the mutually agreed terms in accordance with this Master Services Agreement no later than the stated complete date or as otherwise agreed in writing by both parties. Complete dates indicated by HPN are estimates only. HPN will not be liable for any delays in delivery of the services.
7. Confidentiality. Absent a court order, HPN agrees not to use or disclose any information it receives from CITY OF BILLINGS under this Master Services Agreement that CITY OF BILLINGS has previously identified as confidential except as necessary to

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carry out the purposes of this Master Services Agreement or as authorized in advance by CITY OF BILLINGS. CITY OF BILLINGS agrees not to disclose any information it receives from HPN that HPN has previously identified as confidential. The duty of CITY OF BILLINGS and HPN to maintain confidentiality of information under this section continues beyond the term of this Master Services Agreement, or any extensions or renewals of it.

8. Risk of Loss. When the services related to a Statement of Work are complete, the risk of loss associated with the services provided is on CITY OF BILLINGS. Until the services are complete, the risk of loss associated with the services is on HPN.

9. Force Majeure. HPN shall not be held responsible for delay or default caused by fire, riot, acts of God, or war if the event is beyond HPN's reasonable control and HPN gives notice to CITY OF BILLINGS immediately upon occurrence of the event causing the delay or default or which is reasonably expected to cause a delay or default.

10. Notice. All notices or other communications required under this Master Services Agreement shall be given by registered or certified mail and are complete on the date mailed when addressed to the parties at the following addresses:

City of Billings
David Watterson
210 N. 27th Street
Billings, MT 59102

High Point Networks, LLC
Tom McDougall, President
1207 Prairie Parkway, Suite A
West Fargo, ND 58078

11. Liability. Neither HPN nor any of its officers, directors, employees, or agents shall be liable to CITY OF BILLINGS for any loss, liability, damage, or expense arising

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out of or in connection with the provision of services contemplated by this Master Services Agreement, unless such loss, liability, damage, or expense is proven to result directly from negligence on the part of HPN or its employees or agents acting within the scope of their employment or authority.

12. Limitation of Liability for Consequential Damages. HPN shall not be liable under any section of this Master Services Agreement for any indirect, incidental, consequential, exemplary, or punitive damages of any kind or nature.

13. Exclusive Remedy. The exclusive remedy under this Master Services Agreement is repair or replacement of the services provided. HPN is entitled to reasonable written notice from CITY OF BILLINGS that there is a problem or complaint regarding the services, and must be given reasonable period in which to address such problem or complaint. In the event of default, the measure of damages to be assessed is the estimated service price paid under the Statement of Work. In no event shall the total aggregate liability under this Master Services Agreement exceed the total amount paid by CITY OF BILLINGS to HPN under any Statement of Work.

14. Disclaimer of Warranties. The only warranties, if any, applying to the products used by HPN in provision of the services, are those offered by the manufacturer. HPN hereby expressly disclaims all warranties, either express or implied, including any implied warranties of merchantability, fitness for a particular purpose, and neither assumes nor authorizes any other person to assume for it any liability in connection with the sale or resale of the products. CITY OF BILLINGS shall not be entitled to recover from HPN any consequential damages to property, damages for loss of use, loss of time, loss of profits, or income, or any other incidental damages.

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15. Period of Limitation. No claim, regardless of form, arising out of the services provided under this Master Services Agreement, may be brought by either party more than two years after the claim arose or could reasonably have been discovered, except that a claim for nonpayment may be brought within two years of the date of last payment.

16. Assignment. Neither party may assign or transfer its rights or obligations under this Master Services Agreement without the prior written consent of the other party.

17. Successors and Assigns. This Master Services Agreement shall be binding upon the parties and their respective heirs, personal representatives, successors, and permitted assigns.

18. Entire Agreement. This Master Services Agreement constitutes the entire agreement between the parties. There are no understandings, agreements, or representations, oral or written, not specified within this Master Services Agreement. Any waiver, modification, or amendment of any terms of this Master Services Agreement will be effective only if in writing and signed by both parties.

19. Headings. The headings in this Master Services Agreement are inserted only for convenience and ease of reference and are not to be considered in the construction or interpretation of any provision of this Master Services Agreement.

20. Governing Law. This Agreement shall be construed and enforced in accordance with the laws of the State of Montana. Venue for any suit between the parties arising out of this Agreement shall be the State of Montana Thirteenth Judicial District Court, Yellowstone County. “

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21. Severability. If any term of this Master Services Agreement is declared by a court having jurisdiction to be illegal or unenforceable, the validity of the remaining terms shall not be affected and, if possible, the rights and obligations of the parties are to be construed and enforced as if this Master Services Agreement did not contain that term.

22. Effective Date. This Master Services Agreement is not effective until fully executed by the parties.

23. Counterparts. This Master Services Agreement may be executed in counterparts, each of which shall be deemed to be one and the same instrument.

SIGNATURES

City of Billings

HIGH POINT NETWORKS, LLC

By: Christina Falk

By: Tom McDougal

Title: City Administrator

~~Justin Fetsch~~ TOM MCDUGALL
PRESIDENT & CEO
Title: Vice President of Sales & Marketing

Date: 9/25/13

Date: Sept. 19, 2013