

Statement of Work

Sauk County

FY2021 DATACENTER ENHANCEMENT

SOW Prepared By:

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Project Overview

This Statement of Work (“SOW”) reflects the services and material to be provided by Heartland Business Systems, LLC, hereinafter referred to as “HBS” for Sauk County, hereinafter referred to as “Customer”.

The objectives of the Project is to deploy 3 new Dell vSphere hosts at the HCH location, rebuild and move the current HCH servers to LEC, and retire the current LEC servers. As a part of this project, vCenter will be updated to the latest stable version as agreed upon between HBS engineering and customer. Additionally, FC cards will be installed in the existing LEC DellEMC Unity 300 to support connectivity with the hosts that will be installed at that location. Outside of the hardware installation, there are provisions for up to 8 hours of workload migration assistance.

Project Scope

HBS will provide the following services and material, herein referred to as “Scope”:

In Scope

- Update vCenter server to latest stable version as agreed upon by HBS engineering and customer.
- Assemble, rack, and cable 3 new Dell R640 vSphere servers at HCH
- Update firmware on new HCH servers
- Install and configure vSphere on new HCH servers
- Assist with up to 8 hours of workload migration.
- Once HCH workloads are migrated to the new hosts, firmware update and rebuild existing HCH hosts.
- Install Fibre Channel expansion card in existing LEC Unity array.
- Move existing HCH vSphere hosts to LEC and attach to existing LEC Unity array.
- Documentation and knowledge transfer

Out of Scope

Installation or upgrade of other software not specified.

Topology changes otherwise not specified (hardware, software, infrastructure, networking).

Any work or material not specifically identified in this document is not included in this Agreement.

Assumptions and Dependencies

- Hardware and integrated software (backup solutions, etc) are compatible with agreed upon versions.
- Customer has active VMware support and access to my.vmware.com portal, licensing
- Remote access to the environment is available
- Support contract in place for firmware upgrades (HPE, Cisco)
- Environment is in a healthy and working configuration
- Credentials are known and working (root access to ESXi hosts, vCenter appliance, SSO)
- OOB management is configured (iLO, iDRAC, CIMC, UCSM)
- Customer to provide remote access prior to and throughout the project
- Customer will provide enough space for installing the new equipment



- Customer will allow the Heartland Business Systems engineer to connect their computer to Customer network in order to perform their duties. Heartland Business Systems is willing to allow Customer to examine said notebook for current anti-virus software if needed.
- Customer agrees that Heartland Business Systems will have unescorted and un-supervised access to any new components being installed as a part of this project. Requirements for supervised access to equipment must be discussed at the project kick off meeting and extra charges may need to be added to the project to compensate for the additional time.
- Customer will have working Internet access available to the engineer at the location where the work will be performed
- All professional services work will be completed during the normal business hours of 8:00am – 5:00pm M-F, local time, unless other arrangements are agreed to. Any time incurred after 5:00pm and before 8:00am will be charged at a rate of 1.5 per hour.
- All travel expenses occurred on this project will be applied to the project hours accordingly.
- Heartland Business Systems staff is available for additional hands-on training after implementation on a time and materials basis.
- HBS and Customer will both ensure that adequate resources for which each respective party is responsible are available when needed throughout the duration of this engagement. The timely completion of this engagement will depend on the availability of the necessary Customer personnel committed to this effort. This SOW assumes that Customer's subject matter expert, technical resources, and any named resources will be available as scheduled to provide information and access to the HBS team for the duration of the project.
- Customer will provide a single point of contact with decision-making authority to interface with the HBS project manager. This person shall have the authority and is responsible for signing this SOW, any Change Orders, and the Acceptance documents throughout the project.
- Customer is responsible for resolving problems outside the SOW that are beyond the control of HBS (i.e. software bugs, hardware failures, telecommunication circuits, server issues, and desktop issues). HBS can assist with these out of scope issues through the Change Management process.
- The timely completion of this engagement will also depend on the availability and delivery of the product(s) associated with this SOW from other vendors.
- Any potential dependencies discovered prior to implementation will be communicated to Customer to determine impact.

Deliverables

The following are the deliverables HBS will provide to Customer (herein referred to as "Deliverables") for this Project:

Any change to the Deliverables listed below will require a Change Order.

#	Deliverable
1	Implementation of solution per the "In Scope" section
2	Documentation
3	Training



Responsibilities

Customer Responsibilities

The items listed below shall be the responsibility of the customer.

- Provide room for staging
- Disposal of shipment packaging
- Disposal of replaced equipment
- Clean all network closets prior to shipment arrival
- Communication of outages
- Assistance with testing and validation
- Provide power strips and access to receptacles for staging
- Transportation of Equipment to the buildings
- Provide lifts and or ladders where applicable

Project Completion

The Project will be complete when all Deliverables have been provided to Customer.

Customer will have three (3) business days to review each Deliverable. If HBS is not provided a written notice of rejection describing the basis for rejection within this period, the Deliverables will be considered accepted.

After the completion of the project, support may be obtained by contacting the HBS Account Manager. Support will be billed at an agreed upon rate for services rendered.

Change Management

Additional products and services beyond the In-Scope deliverables listed above are considered out of scope and require a change request approved by the customer before any work can be continued. Any additions/deletions/modifications to the agreement, regardless of modification to project value, require a change request approved by the customer prior to either party performing work.

HBS will submit a formal Change Request for customer approval that documents the out of scope work, and any associated costs or schedule changes. When a Change Request is approved and signed by Customer, it becomes a Change Order and is formally considered a part of this Agreement.

Terms

Binding Agreement - This Statement of Work (SOW) describes the professional services and/or products, and results to be provided by HBS. When mutually executed for implementation, this SOW becomes contractually binding on HBS and Customer under the terms and conditions of the HBS Standard Terms and Conditions (STC) document.

Order of Precedence - Any ambiguity or inconsistency between or among the statements of this SOW and the Standard Terms and Conditions ("STC") shall be resolved by giving priority and precedence in the following order:

- Statement of Work (SOW)



- Standard Terms and Conditions (STC)

Work Hours - All professional services work will be completed during the normal business hours of 8:00am – 5:00pm M-F Central Time, unless other arrangements are agreed to. Any unplanned work occurring after 5:00pm or before 8:00am or on weekends is subject to a bill rate of 1.5 times the normal rate.

Promises – No other promises have been made related to this SOW except for those stated in this SOW. This SOW supersedes all other agreements or promises related to this Project and SOW.

Confidentiality Agreement

Each party to this Agreement may have access to confidential information concerning the methodologies, pricing, and business practices of the other. Neither party shall make any use of such information of the other party except in connection with the exercise of its rights and responsibilities under this Agreement, except as may be necessary to comply with the laws or a court having proper jurisdiction.

Datacenter Enhancement

Quote #231296 v3



Prepared For:

Sauk County

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Heartland Business Systems

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Date Issued:

11.05.2020

Expires:

11.20.2020

Dell vSphere Servers		Price	Qty	Ext. Price
vSphrSrvr	vSphere Server	\$7,957.44	3	\$23,872.32
210-AKWU	PowerEdge R640 Server		3	
329-BEIJ	PowerEdge R640 MLK Motherboard		3	
461-AADZ	No Trusted Platform Module		3	
321-BCUP	No Hard Drive, No Backplane chassis		3	
340-BKNE	PowerEdge R640 Shipping		3	
340-COPS	PowerEdge R640 x8 Drive Shipping Material		3	
389-DSVE	PowerEdge R640 CE, CCC, BIS Marking		3	
338-BVJX	Intel Xeon Silver 4214R 2.4G, 12C/24T, 9.6GT/s, 16.5M Cache, Turbo, HT (100W) DDR4-2400		3	
338-BVJX	Intel Xeon Silver 4214R 2.4G, 12C/24T, 9.6GT/s, 16.5M Cache, Turbo, HT (100W) DDR4-2400		3	
379-BDCO	Additional Processor Selected		3	
370-ABWE	DIMM Blanks for System with 2 Processors		3	
412-AAIQ	Standard 1U Heatsink		3	
412-AAIQ	Standard 1U Heatsink		3	
370-AEVR	3200MT/s RDIMMs		3	
370-AAIP	Performance Optimized		3	
780-BCDH	Diskless Configuration (No RAID, No Controller)		3	
405-AACD	No Controller		3	
400-ABHL	No Hard Drive		3	
611-BBBG	No Operating System, No Utility Partition		3	
421-5736	No Media Required		3	
385-BBKT	iDRAC9,Enterprise		3	
528-BIYY	OpenManage Enterprise Advanced		3	
379-BCQV	iDRAC Group Manager, Enabled		3	
379-BCSF	iDRAC,Factory Generated Password		3	

Dell vSphere Servers		Price	Qty	Ext. Price
330-BBGN	Riser Config 2, 3x16 LP		3	
555-BDYC	QLogic FastLinQ 41262 Dual Port 10/25GbE SFP28, rNDC		3	
385-BBLE	IDSDM and Combo Card Reader		3	
385-BBCF	Redundant SD Cards Enabled		3	
385-BBKH	32GB microSDHC/SDXC Card		3	
385-BBKH	32GB microSDHC/SDXC Card		3	
429-ABBF	No Internal Optical Drive for x4 and x8 HDD Chassis		3	
384-BBQJ	8 Standard Fans for R640		3	
450-AJSC	Dual, Hot-plug, Redundant Power Supply (1+1), 750W		3	
325-BCHH	Standard Bezel		3	
350-BBJS	Dell EMC Luggage Tag		3	
350-BBKC	Quick Sync 2 (At-the-box mgmt)		3	
384-BBBL	Performance BIOS Settings		3	
770-BBBC	ReadyRails Sliding Rails Without Cable Management Arm		3	
631-AACK	No Systems Documentation, No OpenManage DVD Kit		3	
813-9254	Basic Hardware Services: Business Hours (5x10) Next Business Day On-Site Hardware Warranty Repair, 3 Years		3	
813-9255	Dell Hardware Limited Warranty Plus On-Site Service		3	
900-9997	On-Site Installation Declined		3	
370-AEVN	32GB RDIMM, 3200MT/s, Dual Rank		36	
540-BBCZ	Intel Ethernet i350 Quad Port 1GbE BASE-T Adapter, PCIe Low Profile		3	
403-BBMB	Emulex LPE 31002 Dual Port 16Gb Fibre Channel HBA, PCIe Low Profile		3	
492-BBDI	C13 to C14, PDU Style, 12 AMP, 6.5 Feet (2m) Power Cord, North America		6	
		Subtotal		\$23,872.32


Cables		Price	Qty	Ext. Price
SFP-H25G-CU3M=	Cisco SFP28 Network Cable - 9.84 ft SFP28 Network Cable for Network Device, Switch - First End: 1 x SFP28 Male Network - Second End: 1 x SFP28 Male Network - 25 Gbit/s - Black, Orange	\$88.69	6	\$532.14
		Subtotal		\$532.14

Services		Price	Qty	Ext. Price
HBS-FLEX-SERVICES	HBSFLEX Services Flexible Services block- Rates for services based on attached HBS FLEX Volume Service Schedule Please see SOW for work breakdown	\$4,480.00	1	\$4,480.00
		Subtotal		\$4,480.00

Fiber Channel Cards		Price	Qty	Ext. Price
D3SL16FU	UNITY 2X4 PORT 16GB FC IO UPG	\$3,036.07	1	\$3,036.07
M-PS-HWE-004	PROSUPPORT W/NBD-HARDWARE SUPPORT	\$404.86	1	\$404.86
Unity 300 SN: APM00170212310				
			Subtotal	\$3,440.93

Quote Summary	Amount
Dell vSphere Servers	\$23,872.32
Cables	\$532.14
Services	\$4,480.00
Fiber Channel Cards	\$3,440.93
Total:	\$32,325.39

This quote may not include applicable sales tax, shipping, handling and/or delivery charges. Final applicable sales tax, shipping, handling and/or delivery charges are calculated and applied at invoice. The above prices are for hardware/software only, and do not include delivery, setup or installation by Heartland ("HBS") unless otherwise noted. Installation by HBS is available at our regular hourly rates, or pursuant to a prepaid HBSFlex Agreement. This configuration is presented for convenience only. HBS is not responsible for typographical or other errors/omissions regarding prices or other information. Prices and configurations are subject to change without notice. HBS may modify or cancel this quote if the pricing is impacted by a tariff. A 15% restocking fee will be charged on any returned part. Customer is responsible for all costs associated with return of product and a \$25.00 processing fee. No returns are accepted by HBS without prior written approval. This quote expressly limits acceptance to the terms of this quote, and HBS disclaims any additional terms. By providing your "E-Signature," you acknowledge that your electronic signature is the legal equivalent of your manual signature, and you warrant that you have express authority to execute this agreement and legally bind your organization to this proposal and all attached documents. Any purchase that the customer makes from HBS is governed by HBS' Standard Terms and Conditions ("ST&Cs") located at <http://www.hbs.net/standard-terms-and-conditions>, which are incorporated herein by reference. The ST&Cs are subject to change. When a new order is placed, the ST&Cs on the above-stated website at that time shall apply. If customer has signed HBS' ST&Cs version 2018.v2.0 or later, or the parties have executed a current master services agreement, the signed agreement shall supersede the version on the website. QT.2020.v1.0

Acceptance			
Heartland Business Systems		Sauk County	
			
Chad Stanek			
Signature / Name		Signature / Name	Initials
11/05/2020			
Date		Date	

HBSFLEX Service Schedule 2

HBSFLEX Volume Service Schedule

SCHEDULE to the Service Agreement ("Agreement") dated between Heartland Business Systems, a Wisconsin limited liability company, hereafter called Heartland) and Customer.

Heartland and Customer (hereafter called PARTIES) agree as follows:

1. The terms of this SCHEDULE shall govern in the event of a conflict between the terms of the Agreement and the terms of this SCHEDULE.
2. **Pricing.** Customer agrees to pay Heartland and Heartland agrees to accept as compensation for the Engagement a fee as approved by Customer's choice of Options below. Pricing does not include applicable sales tax which will be charged at time of invoicing.
3. **Term.** The term of this SCHEDULE and Engagement shall begin at contract start date and remain in effect unless terminated for any reason with a sixty (60) days written notice given by Customer or Heartland.
4. **Travel.** Travel will be billed to customer at below rates based on one-way travel from closest Heartland office.
5. **Prepayment.** HBSFLEX Volume Service Pricing is available only for prepaid service blocks.
6. **Expiration.** HBSFLEX Agreements will expire 18 months from date of purchase.

HOURLY SERVICES BILLING SCHEDULE (time is billed in 15-minute increments)

Engineer Work Role	Hourly Rate
Structured Cabling	\$85
Break-Fix	\$135
AV Tech	\$95
Helpdesk	
Collaboration 1	
Point of Sale	
Physical Security Engineer	
AV Engineer	\$135
Network Operations Center	
Mitel Engineer	
SMB Engineer	
HBS Data Center	
Collaboration Engineer 2	
Network Engineer 2	
Systems Engineer 2	
Physical Security Engineer 2	
Imaging Technician 2	
Network Engineer 3	\$150
Systems Engineer 3	
Collaboration Engineer 3	
Physical Security Engineer 3	
Apps/Business Consulting 3	
Imaging Engineer 3	
O365/CRM/D365 Sharepoint	
Custom Development	
Project Management	
Websites/Kentico	
Network Engineer 4	\$165
Systems Engineer 4	
Collaboration 4	
BI/Data Analytics/SQL 4	\$178
ERP/Dynamics GP 4	
Applications Architect 5	\$198
Systems Architect 5	
ERP/Dynamics GP 5	
Infosec Consultant	\$225
On Call Pager	\$200
After Hours Rate	1.5x Base Rate
<ul style="list-style-type: none"> • Before 8am or after 5pm CST • Company Recognized Holidays • Weekends 	

HTG Standard Terms & Conditions

STANDARD TERMS AND CONDITIONS

The parties to this agreement are Heartland Business Systems, LLC., ("Heartland" or "Seller"), with corporate headquarters located at 1700 Stephen Street, Little Chute WI 54140, and customer ("Buyer") who purchases products and/or services from Heartland.

1. **ACCEPTANCE.** Buyer accepts these Standard Terms and Conditions as a condition of Buyer's purchase of services and/or products from Heartland.
2. **PAYMENT AND TERMS.** All invoices provided by Seller to Buyer shall be paid within 30 days of the invoice date with the exception of HBSFLEX Agreement invoices. HBSFLEX Agreement invoices shall be paid upon receipt of the invoice. A service charge of \$35.00 will be assessed for each check that is returned for insufficient funds.
3. **FORCE MAJEURE.** Heartland's performance hereunder shall be excused if such nonperformance or delay of performance is due to causes beyond the reasonable control of Heartland and is the direct or indirect result of, but not limited to, acts of God, acts of the public enemy, acts of the United States of America, or any state, territory or political subdivision thereof or of the State of Wisconsin, fires, war, riots, terrorism, floods, epidemics, quarantine restrictions, insurrection, strikes, labor shortage, materials shortage or freight embargoes. Any delay in performance due to the force majeure occurrence shall extend the period for performance for the duration of the delay.
4. **SHIPPING.** With respect to any products that are to be shipped, shipment shall be FOB Seller's place of business, by common or contract carrier, or, in the case of drop shipment, FOB a manufacturer's or distributor's place of business, by common or contract carrier. Freight charges shall be Buyer's responsibility. "Delivery," as that term is used in this proposal and any resulting contract, shall be deemed completed when the goods have been placed into the hands of the common or contract carrier.
5. **WARRANTY.** Any hardware, software, or parts sold to Buyer may be subject to a warranty made by the manufacturer or other third party to Buyer and, if so, the terms and conditions of such warranty are embodied in other documents. Buyer acknowledges that Seller is not a party to any such warranty, and that any rights or remedies that Buyer may have pursuant to said warranty are against the manufacturer or other third party directly, and is not assertable against the Seller. SELLER MAKES NO WARRANTY WITH RESPECT TO THE PRODUCTS OR SERVICES SOLD HEREUNDER. BUYER ACKNOWLEDGES THAT IT HAS NOT RELIED ON ANY WARRANTY OR REPRESENTATION BY THE SELLER WITH RESPECT TO THE PRODUCTS OR SERVICES SOLD HEREUNDER, EXCEPT AS ARE EXPRESSLY CONTAINED HEREIN. ANY IMPLIED WARRANTY OF MERCHANTABILITY, AND ANY IMPLIED WARRANTY THAT THE PRODUCTS OR SERVICES SOLD HEREUNDER ARE FIT FOR A PARTICULAR PURPOSE, ARE HEREBY DISCLAIMED.
6. **PROFESSIONAL SERVICES.** Heartland may provide professional services as requested by the Buyer. All services provided by Heartland, which include labor and travel charges, are subject to the terms and conditions as set forth in this Agreement. Services provided by Seller to Buyer may be covered under a manufacturer or other third party warranty, may be applied to a pre-paid HBSFLEX Agreement purchased by the Buyer, at the rates set forth in the most current version of the HBSFLEX Volume Service Schedule, as updated from time to time, or may be billed out to the Buyer at the then-prevailing hourly rate. Regardless whether the services are covered under warranty, applied to a HBSFLEX Agreement or billed out at an hourly rate, all terms of this Agreement apply. Heartland's records shall be the sole measurement of professional services and/or time expended by Heartland. HBSFLEX Agreements may not be used to purchase products, and each HBSFLEX Agreement shall automatically expire eighteen months after the date of invoice for that HBSFLEX Agreement.
 1. **Warranty.** If services provided are in connection with a problem that is covered by a manufacturer or other third party warranty, then such services shall not be counted against a HBSFLEX Agreement or billed out at the then-prevailing hourly rate, to the extent of the warranty coverage. Please refer to your manufacturer or third party provided documentation which will define what is covered under warranty. Any labor or travel provided that is not covered under the manufacturer or third party warranty will be applied to a HBSFLEX Agreement or billed out at the then-prevailing hourly rate, whichever applies.
 2. **HBSFLEX Agreements.** Buyer may choose to purchase a pre-paid HBSFLEX Agreement from Seller. When a HBSFLEX Agreement is purchased, labor and travel charges incurred will be applied against the HBSFLEX Agreement. Buyer will receive informational invoices detailing the services as they are provided.
 1. When a pre-paid HBSFLEX Agreement is exhausted an additional HBSFLEX Agreement may be purchased. If an additional HBSFLEX Agreement is not purchased, then services will be billed out at the then-prevailing hourly rate.
 2. Either party may terminate a pre-paid HBSFLEX Agreement by giving notice to the other, in writing by mail to the party's last known address, of such intent. If this Agreement is terminated before the HBSFLEX Agreement is expended, then Heartland shall refund 75% of the unused portion of the fee and may retain the balance.
 3. **Hourly Rate.** Should services provided not be covered under a manufacturer or third party warranty or should the Buyer not have purchased or not have time available on a HBSFLEX Agreement then all labor and travel will be billed out at Heartland's then-prevailing hourly rate.
7. **PROFESSIONAL SERVICE ESTIMATES.** At times, Buyer may request time estimates for service situations. Heartland will provide a best estimate based upon the information that is known at the time of the request. This is to be considered an estimate for service only and not a guarantee. Actual service hours may be less or may be more than the estimate provided.
8. **FOUR-HOUR RESPONSE.** For calls received on normal business days, excluding holidays, Heartland will use its best effort to respond to the Buyer's request for service within four business hours (the hours between 8:00 a.m. and 5:00 p.m. CT) of the Buyer's request.
9. **ASSIGNABILITY.** Heartland may delegate all, or any part of, its duties hereunder to a subcontractor.
10. **EXCLUDED EQUIPMENT.** Heartland may discontinue providing services with respect to any hardware for which it can no longer readily obtain repair parts or technical assistance.
11. **BUYER'S RESPONSIBILITY.** Buyer shall use its best efforts to cooperate with Heartland in connection with Seller's carrying out its duties hereunder, and Buyer shall refrain from any act or omission that could frustrate Heartland's performance. In that regard, but not by way of limitation, Buyer shall designate one employee for each location at which services are expected to be rendered under this Agreement, with full authority to act for Buyer in the event that Buyer's input is required in order to affect any aspect of the services provided hereunder.
12. **BUYER'S WARRANTY AS TO PROPER LICENSING.** Buyer warrants and represents to Seller that it possesses a proper license for all software being used by Buyer's organization and shall hold Heartland harmless from any claims or suits premised upon breach of any third party's proprietary rights with respect to such software.
13. **BUYER'S WARRANTY AS TO PROPER BACKUP.** Buyer warrants and represents to Seller that Buyer's data and system has been properly backed up prior to the commencement of any services provided by Heartland and understands that the Seller shall have no liability whatsoever, under any circumstances, for any damages suffered by Buyer as a result of improper backup situations or data which has not been backed up and that is lost, for any reason, in connection with the services or use of the products sold hereunder.
14. **NON-SOLICITATION OF HEARTLAND PERSONNEL.** During the term of this Agreement, and for a period of one (1) year after the termination of this Agreement by either party for whatever reason, Buyer shall not, directly or indirectly, encourage any employee of Heartland, who became known to Buyer by virtue of such employee's providing services under this Agreement, to terminate his or her employment with Heartland. In addition, during the term of this Agreement, and for a period of one (1) year after the termination of this Agreement by either party for whatever reason, Buyer shall not, directly or indirectly, solicit any employee of Heartland, who became known to Buyer by virtue of such employee's providing services under this Agreement, for employment which would end or diminish that employee's service with Heartland. Buyer acknowledges that Heartland will suffer irreparable harm as a result of Buyer's violation of this paragraph and that Heartland may bring an action for injunctive relief and/or actual damages to enforce this provision.
15. **SUSPENSION OF PRODUCTS AND/OR SERVICES.** Heartland may, at its option, suspend providing products and/or services hereunder in the event that the Buyer is delinquent on payment of any outstanding invoices.

16. **EXCLUSIVE REMEDY/LIMITATION OF LIABILITY.** Notwithstanding any other provision herein, Seller's sole and exclusive liability to Buyer for any breach of this Agreement, or breach of any warranty, express or implied, found to have been made in connection with this Agreement, shall be to repair or replace, at its option, any defective hardware, software, or parts sold hereunder; Seller shall have no liability for any other damages, consequential or otherwise. Seller shall have no liability whatsoever to Buyer if computer software or computer hardware sold hereunder is subsequently upgraded, or is otherwise used with software or hardware that was not used with the software and/or hardware sold hereunder at the time of installation, or if any such software or hardware has been serviced by anyone other than Seller. Seller shall have no liability whatsoever, under any circumstances, for any damages suffered by Buyer as a result of data which has not been backed up and that is lost, for any reason, in connection with the services or use of the products sold hereunder.
17. **ACCEPTANCE OF PRODUCTS.** Buyer shall be deemed to have irrevocably accepted the products and services sold hereunder if Buyer has not given to Seller a written notice of rejection, describing the basis for rejection, within 10 business days after delivery. All data and intellectual property provided by Seller in connection with this Agreement shall belong to Seller ("Heartland Materials"). Seller shall retain all rights and interests in and to the Heartland Materials after the completion of this Agreement.
18. **CLOUD SERVICES.** Buyer agrees and acknowledges that in order to provide a high level of service, Seller may store Buyer's information in the public cloud. This information may include but is not limited to drawings, pictures, equipment layouts, passwords, backups, or configuration files. Buyer agrees and acknowledges that the cloud is a separate and independent network, which is not controlled by Seller, and that Seller shall have no liability whatsoever, under any circumstances, for any damages arising out of or relating to the use of the public cloud, including but not limited to the loss of any information.
19. **CHOICE OF LAW.** This Agreement, and any claim arising under it, or related to the transaction evidenced by it, shall be construed and determined under the laws of Wisconsin.
20. **ATTORNEY FEES.** In the event that legal action is taken by either party upon any claim arising from this Agreement or in any way related to the transaction that is evidenced by this Agreement, Seller shall, if it prevails, be entitled to recover from Buyer its actual reasonable attorney fees incurred in connection therewith.
21. **SEVERABILITY.** If any portion of this Agreement is determined by a court or government agency having competent jurisdiction to be invalid or unenforceable, the remainder of this Agreement shall remain in full force and effect to the extent permitted by law.
22. **BINDING EFFECT.** This Agreement shall bind and inure to the benefit of the parties, and their respective heirs, successors, personal representatives, beneficiaries and assigns.
23. **ADDITIONAL WORK.** In the event that Seller agrees to provide additional products or service not specifically covered by this Agreement, the terms and conditions of this Agreement shall govern, unless otherwise provided in writing.
24. **ENTIRE AGREEMENT.** This is the entire agreement of the parties respecting the sale of the products or services, sold by Seller to Buyer. No modification, addition, or amendment shall be binding unless in writing and signed by both parties.

Buyer accepts these Standard Terms and Conditions as a condition of Buyer's purchase of services and/or products from Heartland.

STC.2020.v1.0