



BIGLEAF SERVICE AGREEMENT

This Service Agreement ("**Agreement**") is between the company subscribing to the services described in this Agreement ("**Customer**"), and Bigleaf Networks, Inc. ("**Bigleaf**"). Bigleaf provides Internet optimization and redundancy services (the "**Services**") that provides high-performance internet connectivity over multiple last-mile ISP circuits. Customer must agree to the terms and conditions in this Agreement in order to use the Services. The individual accepting this Agreement on behalf of Customer represents and warrants that he/she has the authority to bind Customer.

1. Payment

Customer will pay Bigleaf the setup & rental fee(s) and the monthly fee(s) (collectively, the "Fees") described in the Bigleaf Services Order that Customer completes (the "Order"). Those Fees will not change during the Initial Term (defined below). The setup & rental Fees are non-recurring and are payable at the time Customer submits the Order. The monthly Fees are payable monthly in advance, or through an annual upfront payment. All Fees are payable by credit card, Electronic Funds Transfer (EFT), or check, unless an officer of Bigleaf expressly agrees in writing otherwise. If paying by credit card or EFT, Customer authorizes and instructs Bigleaf to charge the Customer credit card or bank account provided during the registration process. Customer will immediately notify Bigleaf of any change in that account. Following any such change, Customer authorizes and instructs Bigleaf to charge that new, replacement, or updated account. Any sums not paid when due will bear interest at 1% per month and, in addition, (a) if Customer fails to pay any Fees or other amount owing under this Agreement when due, Bigleaf may suspend the Services and, in addition, if Customer fails to pay any Fee or other amount within five days of its due date, Bigleaf may terminate this Agreement as described in Section 7 below; and (b) Customer will reimburse Bigleaf for all collection agency commissions and attorney fees and costs that Bigleaf incurs in the collection of any Fees or other amounts due and payable by Customer under this Agreement.

2. Taxes

The Fees described in the Order, and on Bigleaf's website, are exclusive of taxes. Customer will pay any personal property and similar taxes on the Equipment.

3. Use

Customer represents, warrants and covenants that (a) it intends to use the Services for its internal business purposes (and will not resell the Services or provide them to others for a fee); (b) it will not use the Services for personal, family, or household purposes; and (c) it will comply with the Bigleaf **Acceptable Use Policy ("AUP")** on the Bigleaf website. The AUP is subject to change from time to time.

4. Services Level Agreement

Bigleaf will provide the Services in accordance with the Bigleaf **Services Level Agreement ("SLA")** on the Bigleaf website. The SLA describes Customer's rights and obligations, including Customer's right, under certain circumstances, to receive a service credit for outages.

5. No Other Warranty, Limited Liability

EXCEPT AS DESCRIBED IN THE SLA, THE SERVICES AND EQUIPMENT ARE PROVIDED AS IS, BIGLEAF EXPRESSLY DISCLAIMS ALL OTHER REPRESENTATIONS, WARRANTIES AND COVENANTS RELATED TO THE SERVICES AND THE EQUIPMENT, INCLUDING WITHOUT LIMITATION THAT THE SERVICES WILL BE ERROR-FREE, TIMELY, SECURE, OR UNINTERRUPTED. BIGLEAF EXPRESSLY DISCLAIMS THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. UNDER NO CIRCUMSTANCES WILL BIGLEAF, ITS AFFILIATES, OR THEIR SHAREHOLDERS, OFFICERS, DIRECTORS, EMPLOYEES, OR AGENTS, BE LIABLE FOR (A) AN AMOUNT GREATER THAN THE MONTHLY FEE CUSTOMER PAID BIGLEAF FOR THE MONTH IN WHICH THE FIRST EVENT GIVING RISE TO THE CLAIM OCCURS (I.E., NOT MORE THAN ONE MONTH'S MONTHLY

FEE), AND (B) ANY LOST PROFITS, LOSS OF BUSINESS, LOSS OF DATA, LOSS OF USE, OR ANY INDIRECT, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES ARISING OUT, OF OR RELATED IN ANY WAY TO, THIS AGREEMENT OR CUSTOMER'S USE OR INABILITY TO USE THE SERVICES, THE EQUIPMENT, OR ANY OTHER GOODS OR SERVICES PROVIDED BY BIGLEAF, AND THESE EXCLUSIONS WILL APPLY EVEN IF BIGLEAF HAS BEEN ADVISED OF THE POSSIBILITY OF THOSE TYPES OF DAMAGES. THIS ARTICLE 5 APPLIES TO ALL LOSSES AND DAMAGES, WHETHER UNDER CONTRACT, NEGLIGENCE OR ANY OTHER TORT, STRICT LIABILITY, OR ANY OTHER LEGAL THEORY, AND WHETHER OR NOT CUSTOMER'S REMEDY FAILS OF ITS ESSENTIAL PURPOSE. ONLY AN AUTHORIZED OFFICER OF BIGLEAF CAN AMEND THIS ARTICLE 5, AND THEN ONLY IF THE AMENDMENT IS REFLECTED IN A WRITTEN DOCUMENT THAT HAS BEEN SIGNED BY THAT OFFICER. THE DISCLAIMERS AND LIMITATIONS IN THIS ARTICLE 5 WILL SURVIVE THE EXPIRATION OR TERMINATION OF THIS AGREEMENT FOR ANY REASON.

6. Equipment

Bigleaf owns, and will at all times retain title to, any router(s), switches, or other hardware that Bigleaf delivers or otherwise provides to Customer (the "**Equipment**"), and Customer grants Bigleaf full access to Customer's Internet circuits so that Bigleaf can connect the Equipment to Bigleaf's network (including without limitation providing Bigleaf a user name and login information). The rental amount for that Equipment is the setup & rental Fee. Customer will, at Customer's expense, promptly return the Equipment to Bigleaf upon the expiration or earlier termination of this Agreement for any reason. Upon expiration or earlier termination of this Agreement for any reason, Customer will return the Equipment to Bigleaf as Bigleaf instructs. If Customer fails to return the Equipment within 30 days of Bigleaf's instruction, Customer authorizes Bigleaf to enter the premises where the Equipment is located, to take possession of all or any part of the Equipment, and to remove the Equipment from those premises. Customer authorizes Bigleaf to file with the appropriate governmental entity in the state where Customer is incorporated or organized one or more Uniform Commercial Code Financing Statements reflecting Bigleaf's ownership of the Equipment.

7. Term and Termination

This Agreement will be effective beginning on the Requested Delivery and Service Start Date in the Order and will remain in force for the time period specified in the Order (the "**Initial Term**"). After the Initial Term, this Agreement will automatically renew for (1) one additional successive 12-month period (each a "**Renewal Term**" and together with the Initial Term, the "**Term**") unless one party notifies the other party at least 30 days before the end of the then current Term that this Agreement will not renew at the end of that Term. In addition, (a) Bigleaf may terminate this Agreement at any time during the Term if Customer fails to pay any Fee within five days after its due date; (b) either party may terminate this Agreement if the other party fails to cure any other breach of this Agreement within 30 days of its receipt of written notice describing in reasonable detail the nature of the breach; and (c) **Customer may terminate this Agreement for convenience by giving Bigleaf notice of termination within the first 30 days of the Initial Term.** If Customer terminates this Agreement for any reason other than as described in subsections (b) or (c) of this Article 7, Customer will pay Bigleaf the Fees that would otherwise be due and owing for the remainder of the Term.

8. Intellectual Property

Bigleaf owns all user manuals and other documentation, and Bigleaf owns or has rights to all other software, firmware, designs, content, trademarks, patents, copyrights, trade secrets and all other intellectual property related to or incorporated in the Services or the Equipment (the "**Bigleaf IP**"). Furthermore, Bigleaf will be the sole owner of (a) any developments, modifications, improvements or enhancements made by Customer, and (b) any developments, modifications, improvements or enhancements that Bigleaf makes for, or that are requested or suggested by, Customer. Customer will not copy, modify, delete, disclose, or distribute any Bigleaf IP except as contemplated by this Agreement. Customer understands that other than the right to receive the Services as described in this Agreement, Customer does not have any right, title, or interest in or to the Bigleaf IP. Customer assigns to Bigleaf any interest Customer has or may acquire in the Bigleaf IP, and upon Bigleaf's request, and at Bigleaf's expense, Customer will execute and deliver to Bigleaf any such assignments and otherwise cooperate with Bigleaf in order to perfect or further evidence those assignments.

9. Confidential Information

The Services and the Equipment contain Bigleaf's valuable proprietary and confidential information. Customer will not reverse engineer, decompile, gain unauthorized access to, create other works from, or disassemble the Services, the Equipment or any software included in the Services or the Equipment, or otherwise attempt to discover the source code or any other confidential information. If Customer, its employees or

its agents breach this Article 9, Bigleaf will have the right to seek injunctive relief in addition to all other legal or equitable remedies. Bigleaf will not be required to post a bond as a condition of receiving an injunction or other relief.

10. Indemnity

To the extent allowed by applicable laws, customer will indemnify, defend, and hold harmless Bigleaf, its owners, officers, directors, managers, employees, and agents, against any and all claims, losses, penalties, causes of action, damages, liabilities, costs, and expenses (including but not limited to attorney fees and costs) caused by or resulting directly or indirectly from Customer's use of the Services. The terms of this Article 10 will survive the expiration or termination of this Agreement.

11. Assignment

Customer may not assign or otherwise transfer this Agreement without Bigleaf's prior written consent, which Bigleaf may grant or withhold in its sole discretion, but any consent by Bigleaf will not release Customer from its obligations under this Agreement unless the consent signed by an authorized officer of Bigleaf expressly releases Customer from its future obligations under this Agreement. Bigleaf may subcontract any or all of its obligations under this Agreement and may assign this Agreement in whole or in part without notice to or the consent of Customer.

12. Legal Actions

Virginia law will govern the interpretation and enforcement of this Agreement. Any action(s) brought pursuant to this Agreement shall be brought in the Circuit Court of Dinwiddie County, Virginia. **Each party waives its right to trial by jury.**

13. Notice and Communications

Except as expressly stated otherwise in this Agreement, (a) all notices and other communications to Bigleaf required or permitted under this Agreement must be sent to support@bigleaf.net; and (b) all notices and other communications to Customer required or permitted under this Agreement will be sent to accounting@dinwiddieva.us. Those notices will be deemed given one business day after the email is sent. Bigleaf may also contact Customer for any other reason, including but not limited to offer new products and/or services. That contact will not be deemed to be "unsolicited".

14. General Terms

If any provision of this Agreement is held to be invalid or unenforceable, the remaining provisions will remain in full force and effect. Bigleaf's failure to enforce any right or provision of this Agreement will not be deemed a waiver of that right or provision.

This Agreement may not be amended except in a writing that has been signed by the party to be bound by that amendment. Only an authorized officer of Bigleaf may amend this Agreement on behalf of Bigleaf.

Read and keep this Agreement with Customer's business records. By clicking the "Sign up now" button, the individual completing the Order on behalf of Customer acknowledges that he/she has received (electronically or otherwise) and read an exact, completely filled in, legible copy of this Agreement and that Customer agrees to its terms.

This Agreement contains the entire and final understanding and agreement of the parties with respect to its subject matter; it supersedes and cancels all prior and contemporaneous oral or written agreements or understandings between the parties with respect to that subject matter.

Availability of Funds

It is understood and agreed between the parties herein that the County shall be bound hereunder only to the extent of the funds available, or which may hereafter become available for the purpose of this agreement, and the agreement will be contingent upon annual appropriations by the Board of Supervisors of Dinwiddie County. Failure of the Board of Supervisors to appropriate adequate funds for the terms of this Contract shall result in the immediate cancellation of this Contract. There shall be no penalty should the Board fail to make annual appropriations for this contract.

BIGLEAF SERVICES ORDER

General Customer Info

Customer's Legal Name	County Of Dinwiddie
State of	VA
Incorporation/Organization	
Customer Main Contact	Norman Cohen
Email Address	ncohen@dinwiddieva.us
Preferred Phone #	804-469-4500
Agent / Sales Partner	

Billing Info

Customer Name	County Of Dinwiddie
Contact Name	Hollie Casey
Address	P O Drawer 70
City, State, Postal Code	Dinwiddie, Va 23841
Email	accounting@dinwiddieva.us

Technical Contact (for IP address configuration coordination)

Name	Jim Frashure
Company (if not Customer)	County Of Dinwiddie
Email Address	Jfrashure@Dinwiddieva.Us
Phone #	8044694500

Site Info (where Bigleaf Service is being deployed)

Site Name	Dinwiddie Campus / It Building
Address	13910 Courthouse Road
City, State, Postal Code	Dinwiddie, Va 23841
Ship-to Address for Equipment (if different from Site Address)	14014 Boydton Plank Road Dinwiddie, VA
Ship-to City, State, Postal Code	23841

Service Details

Requested Delivery and Service Start Date	1-12-18 Standard timeframe from completed order to delivery of on-site equipment is 3 weeks. For expedite, select option below. Billing of service fees will begin on this date, or 1 day after arrival of equipment if no date specified
Length of Initial Term	12 months

Expedite (check if desired) Standard Rush (1 week): \$149 one-time
 Standard Emergency (1-3 days): \$299 one-time

With Warm Spare Rush (1 week): \$399 one-time
 With Warm Spare Emergency (1-3 days): \$599 one-time
 With High-Availability Rush (1 week): \$499 one-time
 With High-Availability Emergency (1-3 days): \$999 one-time

Bigleaf Service Plan (check)
 1000/1000Mbps: \$799/mo, plus \$549 one-time setup & rental
 500/500Mbps: \$499/mo, plus \$549 one-time setup & rental
 250/250Mbps: \$299/mo, plus \$549 one-time setup & rental
 100/100Mbps: \$199/mo, \$549 one-time setup & rental (includes larger router)
 50/50Mbps: \$129/mo, plus \$349 one-time setup & rental
 10/10Mbps: \$89/mo, plus \$349 one-time setup & rental

Annual Upfront Payment Option 3% Discount Annual Upfront Billing: Provides 3% discount off of monthly fees

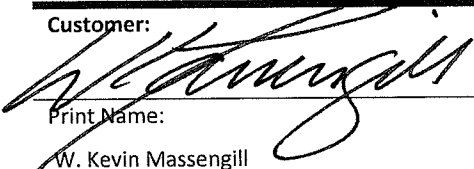

On-Site Hardware Redundancy Add-on (check)
 250-1000Mbps High-Availability Equip. Upgrade: \$79/mo, plus \$1,999 one-time setup & rental
 50-100Mbps High-Availability Equip. Upgrade: \$79/mo, plus \$1,699 one-time setup & rental
 250-750Mbps Warm Spare Equip. Upgrade: \$49/mo, plus \$799 one-time setup & rental
 10-100Mbps Warm Spare Equip. Upgrade: \$49/mo, plus \$399 one-time setup & rental

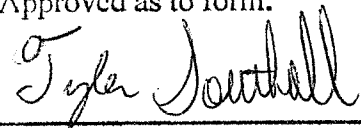
IP Address Blocks (check)	Standard		High Availability Setup	
	IP Block	Usable IPs	Setup Fee	Usable IPs
<input type="checkbox"/> /30	1	Included	N/A	N/A
<input type="checkbox"/> /29	5	\$80	2	Included
<input checked="" type="checkbox"/> /28	13	\$240	10	\$160
<input type="checkbox"/> /27	29	\$560	26	\$480
<input type="checkbox"/>				

Please contact Bigleaf for /26 or larger IP options 888 - 244 - 3133

Signatures

I have read, and agree that the company identified as the "Customer" will be bound by this Bigleaf Service Agreement

Customer:	Bigleaf:
	
Print Name:	Print Name:
W. Kevin Massengill	Ryan Johnson
Title:	Title:
County Administrator	Sales Operation Specialist
Date:	Date:
1/5/18 1/19/18	1/19/2018

Approved as to form:

 Tyler Southall, County Attorney

