

BIGBELLY SERVICE AGREEMENT

City Redline 2-24-2017

Agreement No.

CUSTOMER	Full Legal Name: City of Miami Beach		Legal Contact:		
	Billing Address: 1700 Convention Center Drive Miami Beach, FL 33139 US		Billing Contact:		
			Billing Phone:		
			Billing Email:		
	Sales Tax Status: <input checked="" type="checkbox"/> Exempt (Attach Certificate) <input type="checkbox"/> Non-Exempt		TIN or FEIN:		
	Insurance: <input type="checkbox"/> Self Insured <input type="checkbox"/> Insurance Certificate Attached				
Shipping Address:		Shipping Contact:			
		Shipping Phone:			
		Shipping Email:			

Services Schedule	Term	Monthly Fee	Monthly System Rate
24 Existing Bigbelly + Smartbelly Double Station – Rear Panel Standard Energy with side message panels (“Existing Stations”) Faceplate 1: Black hopper; Faceplate 2: Single Stream _____ New Bigbelly + Smartbelly Double Station – Rear Panel Standard Energy with side message panels _____ New Bigbelly + Smartbelly Single Station – Rear Panel Standard Energy with side message panels (collectively, (“New Stations”)) The Existing Stations and New Stations shall be collectively referred to as “Stations”. (Note: advertising anywhere on the Station (including message panels) shall be prohibited; only the Bigbelly logo may be displayed on the Station) Program includes the following services for each Station: <ul style="list-style-type: none"> CLEAN Console and CLEAN Mobile Software Licenses (collectively, CLEAN Software”) Warranty (parts and labor – including system battery) Shipping, Installation and Set-up CLEAN Software and Station Hardware Training The Station(s) and CLEAN Software for use at each Station shall be collectively referred to herein as the “Equipment”. The Equipment and other services being provided to the City by Bigbelly under this Agreement, including warranty and training, shall be collectively referred to herein as the “System”.	36 Months 36 Months 36 Months	\$ \$ \$	\$ \$ \$
Equipment Insurance Fee: Total Annual Cost (Paid in advance annually)			\$3,500.00
*Insurance is provided for all stations as a fleet, not per individual station. Customer is responsible for paying the deductible which shall apply on a per incident basis. The cost of the policy and any deductible thereunder shall be subject to annual adjustment on the policy anniversary date (Nov 1 st). **This amount shall become due upon execution of this Agreement and be prorated for the first year of coverage (date of execution until 10/31/2017).			
Shipping Fee: One Time Fee (applicable to New Stations only)			\$7,904.00
Relocation Fee: One Time Fee (to move Existing Stations including de-install, relocation, re-install)			\$10,897.00

Total Monthly System Cost including insurance for Equipment (Paid in advance monthly)	\$
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DRAFT

This Service Agreement (the “Agreement”), made and entered into as of _____ (the “Effective Date”), by and between the customer identified above (“Customer” or the “City”) and Big Belly Solar, Inc. (“Bigbelly”, “Vendor”) a Delaware corporation located at 150 A Street, Suite 103, Needham, MA 02494, and incorporates herein by reference the Terms and Conditions attached hereto as Attachment A. Vendor and Customer shall each be referred to herein as a “Party.” This Agreement may be executed in counterparts, each of which shall be an original, but which together shall constitute one instrument. Intending to be legally bound, each of the parties has caused this Agreement to be executed by its duly authorized representative as of the date set forth above. The City Manager’s designee for purposes of this Agreement shall be the City’s Public Works Department Director.

CITY OF MIAMI BEACH

By: _____
Philip Levine, Mayor

ATTEST:

By: _____
Rafael E. Granado, City Clerk

Date: _____

BIG BELLY SOLAR, INC.

By: _____

Printed Name: _____

Title: _____

WITNESS:

By: _____

Printed Name: _____

Title: _____

Date: _____

ATTACHMENT A
BIGBELLY SERVICE TERMS AND CONDITIONS

For purposes of this Attachment A, the “Agreement” shall mean the Bigbelly Service Agreement signed by the parties, including this Attachment A. The meaning of capitalized and undefined terms appearing in these Terms and Conditions shall be as set forth in the Bigbelly Service Agreement unless otherwise indicated herein.

1.0 Term of Agreement

- 1.1 Term. As outlined in the Services Schedule, the Term of this Agreement (“Term”) will commence on the Acceptance Date, as defined hereinafter, and will expire ____ (___) years from the Acceptance Date. The Acceptance Date shall be defined as the date when all of the New Equipment (as defined in Section 3.1(A)) ordered pursuant to this Agreement has been delivered to the Customer at the receiving location designated by Customer; (2) All of the New Equipment has been installed at the agreed upon Equipment Sites (as defined in Section 3.1(D); (3) all of the Relocated Equipment (as defined in Section 3.1(A) has been installed at the agreed upon Equipment Sites; and (4) all of the New Equipment and Relocated Equipment have been accepted by Customer in writing, as evidenced by a signed Acceptance Certificate, in the form attached hereto as Attachment B. The parties agree to cooperate so that the Acceptance Date does not exceed three (3) weeks after the date all New Stations are delivered to Customer. The Existing Equipment is the subject of a separate Bigbelly Service Agreement, dated December 4, 2015 (the “Existing Agreement”), which is currently being extended by the parties, on a month to month basis, and which Existing Equipment will be incorporated into this Agreement as of the Acceptance Date. Upon commencement of the Term, this Agreement shall effectively replace and supersede the Existing Agreement, which as of the Acceptance Date will be considered automatically and immediately terminated. Except to the extent otherwise provided herein, the Term is non-cancelable.

2.0 Fees Payable by Customer

- 2.1 Fees. In compensation for the Bigbelly System described in this Agreement, Customer agrees to pay the Service Fee, the Equipment Insurance Fee for personal property described in Subsection 3.1(K) (4)) and any other fees (including one time fees) payable for services specified in the Agreement Schedule (collectively, “Service Fee” or “Fee”). Bigbelly shall submit invoices to Customer during the Term of this Agreement per the payment terms outlined in the Agreement Schedule. Payments due under this Agreement are subject to the Florida Local Government Prompt Payment Act, Section 218.70 to Section 218.80, Florida Statutes. The Parties agree that each payment due under this Agreement shall be paid within forty-five (45) days from the date on which the applicable invoice is received by Customer. All payments shall be made by check or, at Customer’s option, may be automatically deposited to the account of Bigbelly. Late payments shall be subject to interest at the rate of one percent (1%) per month pursuant to the Florida Local Government Prompt Payment Act.

- 2.2 Service Fee Prices. Service Fees are guaranteed for the Term of the Agreement.

3.0 Obligations of the Parties

3.1 Bigbelly’s Obligations

- (A) Equipment; Software; Ongoing Services. The System which is the subject of this Agreement shall include twenty-four (24) Existing Stations with Clean Software (“Existing Equipment”), of which eighteen (18) will be relocated to a mutually agreed upon site on Washington Avenue

between 5th street and 17th Street (the “Relocated Equipment”) and 42 New Stations. Bigbelly will supply the System identified in the Agreement Services Schedule on a rental basis to Customer for the Term of the Agreement. The New Equipment will be new, not refurbished or used.

- (B) CLEAN Software License. The CLEAN Software License Agreement includes communication services and access to the CLEAN Management Console and CLEAN Mobile. Customer’s use of the Software is subject to the then current CLEAN™ Software License Agreement.
- (C) Equipment Delivery. Bigbelly will deliver the New Equipment to a receiving dock or to a location mutually agreed upon by the parties before the shipment. Bigbelly hereby warrants that as of the delivery date of the New Equipment or as of the installation date of the Relocated Equipment, the Equipment shall be:
- (a) good and merchantable, (b) free from defects and malfunctions, (c) free of liens, security interests or other encumbrances, (d) complies with all applicable laws, rules, regulations and orders, and (e) is fit for the purpose for which the Equipment is intended.
- (D) Installation. The New and Relocated Bigbelly waste and recycling Stations will be installed by Bigbelly at mutually agreed upon locations, including semi-permanent attachment to the ground (“Equipment Sites”), as more fully set forth in Attachment C. Installation of the New Equipment and installation of the Relocated Equipment will be in accordance with the delivery and installation schedule agreed to by the parties, and memorialized in writing, as Attachment C-1, executed by Bigbelly and the City Manager, on behalf of Customer.
- (E) Training. Bigbelly shall, at its expense, provide Customer Equipment and Software training, (“Customer Training Plan”) to the personnel designated, in writing, by the City Manager or City Manager’s designee prior to the Acceptance Date, and as necessary, during the Term of the Agreement. An itemization of the topics which will be covered under the Customer Training Plans are set forth in Attachment D, attached hereto and incorporated herein by reference. The parties shall agree upon the location and method of training.
- (F) Warranty, Defective Part Replacement, Maintenance and Repair Services. All Equipment failures caused by manufacturer defects; any repair or replacement required by routine maintenance for normal wear and tear and excessive wear pursuant to the standards described in Attachment E (“Bigbelly Maintenance Obligations”); or any repair which may be required so that the Equipment operates as intended, will be repaired by Bigbelly upon Customer’s request (including parts and labor) at no cost to Customer. Replacement parts provided by Bigbelly may be new, refurbished or certified used. Bigbelly agrees to respond to all such requests and dispatch a Field Service Professional (as defined in Section 3.1(H)) as follows:
- i. Acknowledge any Customer Support request for replacement or repair within two (2) business days (the “Acknowledgement Window”),
 - ii. Complete any repairs within two (2) business days of Acknowledgement Window, and
 - iii. Replace any Equipment within ten (10) business days of Acknowledgement Window, unless delayed by Customer.

If Bigbelly Field Service Professional is dispatched and Bigbelly determines the issue is due to failure of Customer to provide best efforts in connection with the Customer’s Repair Responsibilities (as defined in subsection 3.2(E)), to Customer error, or to damage as a result

of a Customer Loss (as defined in Section 4.2 below), Bigbelly reserves the right to bill Customer for the necessary parts, service call and/or repair, as applicable.

- (G) Third Party Damage. All repairs and part replacements required as a result of external trauma, error, misuse, abuse or damage (including but not limited to vehicle strikes or vandalism) (hereinafter referred to as “Third Party Damage”) shall be performed by Bigbelly at Bigbelly’s expense to the extent not covered by Bigbelly’s insurance policy in accordance with the provisions contained in Sections 3.1(K) and 4.2.
- (H) Customer Support and Equipment Maintenance. Except for losses described in Section 4.2 below, Bigbelly will maintain the Equipment in good working order and operational condition in accordance with best practices. Technical Customer Support (“Bigbelly Customer Service”) is available Monday through Friday, 7 am to 7 pm EST to guide Customer in troubleshooting any minor common operating issues, including Customer Repair Responsibilities, and placing repair service requests. In addition, Bigbelly maintains a network of trained Field Service Professionals, in Miami-Dade County, Florida, available for dispatch upon a Customer’s request to investigate and resolve issues in the field. Equipment batteries will be replaced by Bigbelly at no cost to Customer during the Term of the Agreement..
- (I) Removal. Upon Bigbelly shall surrender the Sites **in the same condition as they were prior to the Acceptance Date**. Bigbelly shall, at Customer’s expense, in an amount not to exceed \$300 per Station, remove all Stations from the Equipment Sites no later than thirty (30) days after the conclusion of the Term, notwithstanding reasonable delay, (or from the date of other termination of this Agreement) unless a longer time period is agreed to, in writing, by the City Manager). Bigbelly’s obligation to observe or perform this covenant shall survive the expiration or other termination of this Agreement. . Continued occupancy of any Equipment Sites for more than sixty (60) days after termination of the Agreement shall constitute trespass by Bigbelly, and may be prosecuted as such. Bigbelly shall pay the City One Thousand \$1,000.00 Dollars per day per Equipment Site as liquidated damages for such trespass and holding over.
- (J) Subcontractor Services. Bigbelly may contract with third parties to provide Ongoing Services.
- (K) Insurance. Bigbelly and/or any of its subcontractors shall maintain and carry in full force during the Term the following insurance:
1. Worker’s Compensation Insurance as required by Florida, with Statutory limits and Employer’s Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease.
 2. Commercial General Liability Insurance on an occurrence basis, including products and completed operations, contractual liability, property damage, bodily injury and personal & advertising injury with limits no less than \$1,000,000 per occurrence, and \$2,000,000 general aggregate. (*The general aggregate shall apply separately to this Agreement.*)
 3. Automobile Liability Insurance covering all owned, non-owned and hired vehicles used in connection with the work, in an amount not less than \$1,000,000 combined single limit per occurrence, for bodily injury and property damage.
 4. Property insurance, including catastrophic events, as defined under the policy, containing a waiver of subrogation rights which Bigbelly insurers may have against Customer and against those for whom Customer is in law responsible including, without limitation, its directors, officers, agents, and employees, (without contribution). Such insurance shall

insure the System in an amount not less than the full replacement cost thereof (new). Such policy shall include Customer as additional insured. At any time during the Term of the Agreement, upon providing Bigbelly with sixty (60) days written notice, the City Manager may opt to self-insure for the coverages set forth in this subsection 3.1(K) (4). The City would be entitled to a credit for any unearned premiums which Bigbelly receives in connection with said cancellation.

Additional Insured Status

The City of Miami Beach must be covered as an additional insured with respect to liability arising out of work or operations performed by or on behalf of Bigbelly.

Waiver of Subrogation

Bigbelly hereby grants to City of Miami Beach a waiver of any right to subrogation which any insurer of Bigbelly may acquire against the City of Miami Beach by virtue of the payment of any loss under such insurance. Bigbelly agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the City of Miami Beach has received a waiver of subrogation endorsement from the insurer.

Other Insurance Provisions

1. For any property claims made under this Agreement for the replacement of any Equipment, Bigbelly's coverage shall be primary insurance as respects the City of Miami Beach, its officials, officers, employees, and volunteers. Any insurance or self-insurance maintained by the City of Miami Beach shall be in excess of Bigbelly's insurance and shall not contribute with it.
2. Each policy required by this clause shall provide that coverage shall not be canceled, except with notice to the City of Miami Beach.

Acceptability of Insurers

Insurance is to be placed with insurers with a current A.M. Best's rating of no less than **A:VII**, unless otherwise acceptable to the City of Miami Beach Risk Management Office.

Verification of Coverage

Consultant shall provide the required insurance certificates, endorsements or applicable policy language effecting coverage required by this Section. All certificates of insurance and endorsements are to be received prior to any work commencing. However, failure to obtain the required coverage prior to the work beginning shall not waive the Consultant's obligation to provide them. The City of Miami Beach reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

Special Risks or Circumstances

The City of Miami Beach reserves the right to reasonably request modification of these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances. In accordance with the foregoing, Customer agrees to reasonable adjustment of the Equipment Insurance Fee, and deductible as may become necessary.

Certificate Holder

**CITY OF MIAMI BEACH
c/o PROCUREMENT DEPARTMENT
1700 CONVENTION CENTER DRIVE
MIAMI BEACH, FL 33139**

Compliance with the foregoing requirements shall not relieve the vendor of his liability and obligation under this section or under any other section of this agreement.

Equipment Insurance Fee

As compensation for property insurance provided by Bigbelly, Customer shall pay the annual Equipment Insurance Fee as described in the Service Schedule. Customer acknowledges that such insurance is calculated and extended for all stations as a fleet and does not otherwise reflect or indicate coverage per individual station. For any and all claims made pursuant to Bigbelly's insurance policy covering the cost of Equipment replacement or repair, Customer shall be responsible for paying the applicable deductible, which amount shall apply on a per incident basis. The annual Equipment Insurance Fee (including the cost of the policy and any deductible thereunder) shall be subject to annual adjustment on the policy anniversary date (Nov 1st) and paid up-front annually. The Equipment Insurance Fee shall become due upon execution of this Agreement and be prorated for the first year of coverage (date of execution until 10/31/2017).

City's Option to Self-insure

At any time during the Term, the City shall have the option to self-insure and assume the responsibility

- L. **Reporting/Monitoring of System.** Within thirty (30) days from the end of each month during the Term, Bigbelly will employ best efforts to provide Customer with a report or the capability to generate a report, using reasonable criteria requested by Customer, at Customer's sole discretion, showing the service levels and station performance levels, as well as the recycling levels. Additionally, Customer shall be given access to the Station's CLEAN Software through an Internet Protocol Address (IPA) or dashboard accessibility so that Customer may monitor the effectiveness of the System.

3.2 Customer's Obligations

- (A) Customer agrees that Bigbelly's ability to perform the Services under the Agreement in a timely manner is dependent upon access to Customer's installation information and locations. Deadlines imposed by this Agreement shall be extended in the event that Customer fails to provide such information and/or access in a timely manner.
- (B) Customer agrees to pay for the shipping expense of the New Equipment, in the lump sum of \$79.04 per Station, and to provide an appropriate facility that can receive inspect and stage all New Bigbelly Equipment until the New Equipment is installed.
- (C) Customer agrees to provide a poured concrete pad if the intended installation surface does not meet Bigbelly specifications. If Customer's installation surface does not meet such specifications, the Customer shall pay, subject to a reasonable estimate, any additional cost associated with Bigbelly's efforts to properly prepare the surface, which will be at Customer's expense. It is the Customer's responsibility to remove at Customer's expense, existing bins or any other items from the locations where Bigbelly stations will be installed. Notwithstanding the foregoing, Customer reserves the right to change the location of an Equipment site, if, in the City Manager's sole discretion, the site preparation cost or other installation factors are not acceptable to Customer.
- (D) **Unsafe Condition.** Customer agrees to provide immediate notice to Bigbelly with respect to any damage or other event which causes the Equipment to pose a public safety issue or create unsafe operating conditions. City shall remove or otherwise secure from the public space any damaged equipment that poses an immediate threat to the public or operator safety ("Unsafe Condition"). Upon receipt of notification of said Unsafe Condition, Bigbelly will dispatch a Field Service

Professional, the cost of which shall be determined in accordance with the provisions set forth herein, to repair any Equipment, or replace any Equipment that Customer has identified as causing an Unsafe Condition, within the timelines set forth in the preceding subsection 3.1(F).

- (E) **Automated System Monitoring and Customer Support Escalation.** Customer will respond to minor issues they observe or are notified of via automated CLEAN alerts including but not limited to a dirty sensor alert or minor operational issues such as a jammed hopper or a Station is not connecting to the network due to location or placement of Station (collectively “Customer Repair Responsibilities”). Customer will use best efforts to promptly resolve these Customer Repair Responsibilities and may contact Bigbelly Customer Service to receive troubleshooting assistance and instructions for proper handling. If Customer’s efforts do not resolve these Customer Repair Responsibilities, or the alert relates to a maintenance issue or a repair issue (as described in the preceding subsections 3.1(F) and 3.1(G), the Customer needs to inform Bigbelly of the action taken and the status of the Station, and Bigbelly will investigate and repair the Station at Bigbelly’s expense. Notwithstanding the foregoing, if the issue is found to be due to Customer not taking ordinary precautions to correct any of Customer’s Repair Responsibilities, or Customer error, misuse or abuse, then Bigbelly reserves the right to bill customer for reasonable and customary incurred expenses. If Customer cannot resolve a network interruption using the guidelines provided by Bigbelly, Customer will inform Bigbelly and Bigbelly will investigate at Bigbelly’s cost.
- (F) Customer is a Florida municipal corporation and self-insures for liability coverage. Customer does not carry insurance with an insurance company, so Customer cannot provide Bigbelly with a certificate of insurance. However, in compliance with and subject to limitations of Florida Statutes, Section 768.28 and 440.09, provisions have been made by Customer to process any liability claims that may arise and the same protection will be afforded as would be provided by a policy of insurance. Upon execution of this Agreement, Customer will provide a letter confirming self-insurance coverage for the liability coverage.
- (G) Customer reserves the right to change Equipment Sites, at the City Manager’s sole discretion and at Customer’s sole expense. Within five (5) business days following relocation of any Equipment, Customer shall notify Bigbelly in writing of the specific location of such Equipment.

4. Equipment Rental Terms and Conditions

4.1 Title To and Use of Equipment

- (A) Title. As further set forth in Section 5.4 below, Bigbelly is and will at all times be the sole owner of the Equipment. Customer shall not acquire any title or interest, legal or equitable, in the Equipment, other than the use rights set forth in this Agreement. In the event this Agreement is deemed to be disguised sale, Customer hereby grants to Bigbelly a security interest in the Equipment (and all accessions thereto and substitutions therefore) and the proceeds thereof.
- (B) Use of Equipment. Customer shall use the Equipment solely for waste collection and recycling operations. Customer shall ensure safe operation of the Equipment by trained personnel. Customer and Bigbelly shall comply with all Bigbelly and governmental guidelines, laws, rules, regulations and ordinances applicable to the use and operation of the Equipment. **The Equipment cannot be used for advertising purposes and may only contain the Bigbelly logo.**
- (C) No Pledge. Customer shall not pledge, lend, create a security interest in or permit any lien to attach to the Equipment or any part thereof or attempt in any other manner to dispose the Equipment.
- (D) No Attachments. Customer represents and warrants that the Equipment is, and shall at all times remain, fully removable personal property notwithstanding any affixation or attachment to real property or improvements. Customer shall give Bigbelly immediate notice of any such attachment or other judicial process affecting the Equipment and shall immediately take all

action necessary to remove such attachment and terminate the effect of such judicial process on the Equipment.

(E) Equipment Inspection Rights. Bigbelly and its agents shall have the right to enter any premises where Equipment is located to inspect such Equipment at any time with reasonable advance written notice to Customer.

4.2 Risk of Loss. From the Acceptance Date of the Equipment by Customer until the expiration of the Term, Bigbelly will bear the entire risk of whole or partial loss, destruction or damage to the Equipment resulting from any casualties, including earthquake, flood, named windstorm, not otherwise covered by insurance as set forth herein; requisition of the Equipment by any governmental entity; or expropriation or the taking of the Equipment by eminent domain or otherwise casualties, including, without limitation, earthquake, flood, named windstorm, and defects, flaws or malfunctions in the Equipment (“Bigbelly Losses”); however, excluding any losses resulting from Customer’s or its employees’, contractors’ or agents’, actions or omissions with respect to the Equipment; (“Customer Losses”)(collectively, Bigbelly and Customer Losses shall be referred to herein as a ‘Loss’). Notwithstanding the foregoing, any Loss covered under Bigbelly’s all-risk loss or damage insurance policy, as required pursuant to Section 3.1(K)(4), or any Loss caused by a third party (not Customer or Bigbelly) shall not be included as a Customer Loss. Customer will give Bigbelly written notice within 10 days of any Loss (‘Loss Notice’). Except as provided in this section, no Loss will condition, reduce, or relieve Customer’s rental obligations, including its obligation to pay any fees pursuant to the Agreement and any Attachments thereto. Notwithstanding the foregoing sentence, if Bigbelly does not repair the Equipment within the timeline set forth in the preceding subsection 3.1(F) or replace the Equipment, as applicable, within a maximum of ten (10) business days from receipt of the Loss Notice; thereafter, Customer shall be entitled to a per diem rent abatement until such time as the Equipment is repaired or replaced. The per diem rent abatement shall be determined by taking the total monthly payment for the Equipment divided by the number of days in the month during the Loss. If as a result of a Loss, any Equipment is damaged but can be economically repaired, Bigbelly shall immediately have the Equipment restored to good working order and condition at Bigbelly’s or Customer’s expense, as applicable. Customer agrees to immediately pay, on demand, the cost of any replacement part or repair incurred in connection with any Customer Loss. If as a result of a Loss, the Equipment is not economically repairable, or the repair cost of the Equipment exceeds its FMV Amount (as defined herein) (“Total Loss”), Bigbelly shall replace the Equipment within ten (10) days from receipt of the Loss Notice, and Bigbelly or Customer, as applicable, shall be responsible for the replacement cost of the Equipment. If the Total Loss resulted from a Customer Loss, Customer will, upon Bigbelly’s written demand, pay Bigbelly the fair market value of the Equipment (“FMV Amount”). For purposes of this section the FMV Amount shall mean the replacement cost of the Equipment, plus the cost of shipping, delivery and installation of the Equipment, as determined by Bigbelly.

5.0 General Terms and Conditions

5.1 Taxes and Other Charges. Customer is responsible for all taxes (including sales, use and personal property tax), fees, and assessments (collectively, “Taxes”) that may be imposed by any governmental entity or taxing authority in connection with this Agreement or any amount due hereunder. Customer will reimburse Bigbelly (or pay directly to the applicable taxing authority if instructed in writing by Bigbelly). Notwithstanding the foregoing, Bigbelly acknowledges that Customer is a municipal corporation organized under the State of Florida and has been provided with Customer’s Certificate of Exemption, as such, any taxes (including sales, use and personal property tax), fees and assessments (collectively, “Taxes”) that may be imposed by any governmental entity or taxing authority in connection with this Agreement or the Equipment or any amount due hereunder which qualifies for exemption pursuant to the Customer’s Certificate of Exemption, shall not be charged to Customer and shall not be due and owing from Customer.

- 5.2 Ongoing Services. Customer agrees that during the Term of the Agreement, it shall keep in effect the Ongoing Services as defined in the Agreement. Unless otherwise agreed in a written amendment to this Agreement, Bigbelly or its subcontractors shall be the sole and exclusive suppliers of the Ongoing Services.
- 5.3 Additions and Modifications of Equipment. Unless otherwise expressly agreed by an officer of Bigbelly in writing, Customer shall not make any additions, alterations or modifications to the Equipment. Customer shall not remove, cover or damage any Bigbelly logos or other identification markings on the Equipment.
- 5.4 Ownership Rights. The Equipment and Software contain intellectual property including but not limited to patented and unpatented inventions, trade secrets, know-how, and copyrights all of which is owned and will continue to be owned exclusively by Bigbelly and/or its licensors and Customer will obtain no rights thereto other than the limited rights of use under this Agreement. Customer acknowledges and agrees that all technology, materials, hardware, software is the sole and exclusive property of Bigbelly (Bigbelly Property). Bigbelly hereby grants Customer a royalty-free, non-exclusive, fully paid up right and license to use the Equipment, the Software, and any intellectual property rights therein as necessary for Customer and its contractors to use the Equipment and Bigbelly Service consistent with the terms and conditions of the Agreement and these Terms and Conditions. Bigbelly reserves the right, at its sole cost and expense and subject to applicable governmental guidelines, laws, rules, regulations and ordinances, at any time upon notice to Customer, to enhance or otherwise modify the Equipment and/or Software made available to Customer under this Agreement, including but not limited to enhancements or modifications for the purpose of implementing Wi-Fi network capability to the Equipment, instituting mechanisms for data collection, processing and analysis. Notwithstanding the foregoing, any content, data or material of which the Equipment and Software is comprised or which is otherwise contained within or attached to, generated, collected or processed by the Equipment and/or CLEAN Software, in connection with the performance of this Agreement, shall remain the sole and exclusive property of Customer ("Customer Property"). Additionally, Bigbelly will cooperate with Customer in connection with any requests for records which Customer may receive pursuant to any Public Records' Laws including, without limitation, Chapter 119, Florida Statutes.
- 5.4.1 Advertising. The parties acknowledge that no advertising is permitted on any portion of the Bigbelly Equipment. Notwithstanding the foregoing, Customer shall be permitted to display public service messages at no additional cost to Customer except for any out of pocket cost incurred by Bigbelly for the production of such related advertising materials, which cost shall be reimbursed to Bigbelly.
- 5.5 Termination
- (A) Effect of Termination. Except as provided for in Section 5.7 below, or otherwise specified in this Agreement, any termination of the Agreement by Customer, without cause, shall not relieve Customer of its obligations to make any and all payments which obligations are absolute, unconditional, irrevocable, non-cancelable and subject to no right of set off, counterclaim, deduction, or defense.
- (B) Post Termination Duties / Surrender of Equipment. Upon the expiration or earlier termination or cancellation of the Agreement, Bigbelly shall remove the Equipment as described in Section 3.1 (I) above.
- 5.6 Indemnifications by the Parties
- (A) Indemnity by Bigbelly. Bigbelly shall indemnify, defend, and hold harmless Customer and its directors, officers and employees, agents, and contractors, (collectively Customer and/or its representatives), as to all actions (whether at law or in equity), claims, liabilities, losses, damages and expenses (including reasonable attorneys' fees and other legal expenses and amounts paid in settlements) brought against Customer and/or its representatives because of (a) any negligent

acts, errors, omissions or other wrongful conduct of Bigbelly, its officers, employees, agents, contractors, or any other person or entity acting under Bigbelly's control or supervision, in connection with, related to, or as a result of Bigbelly's performance pursuant to this Agreement or the use of the Bigbelly Equipment; (b) breach or alleged breach by Bigbelly of any of its warranties to, or agreements with, Customer, (c) any claim that any of the products or services infringes any patent, trademark, copyright or other intellectual property right, anywhere in the world, or (d) any death, injury or damage to any person or property caused by Bigbelly's negligent performance of this Agreement. In no event will Bigbelly be liable for or indemnify Customer or its representatives against any damage, claim or injury arising out of Customer or its representative's gross negligence or any third party's actions, including but not limited to accidental or intentional tampering with the Equipment.

(B) Indemnity by Customer. Customer shall indemnify and hold Bigbelly and each of their directors, officers and employees, harmless, and defend Bigbelly and its representatives if it requests, as to all claims, liabilities, losses, damages and expenses (including without limitation, reasonable attorneys' fees and other legal expenses and amounts paid in settlements) brought against Bigbelly and/or its representatives because of (a) any breach or alleged breach by Customer of any of its representations, warranties, or agreements with Bigbelly, (b) any claim that any of the information provided by Customer to Bigbelly infringes any patent, trademark, copyright or other intellectual property right, anywhere in the world, or (c) any death, injury or damage to any person or property caused by or resulting from Customer's negligence in operating or securing the Equipment.

(C) Survival of Indemnity. The rights and obligations of Bigbelly under this Section 5.6 survive the termination, cancellation or expiration of this Agreement.

5.7 Default; Dispute Settlement; Governing Law

(A) Definition of Default. The term "Default" means any of the following events: (i) Customer fails to make any payment required under this Agreement and such non-payment is not cured within ten (10) days following written notice; (ii) Customer or Bigbelly fails to perform any other obligation under this Agreement and such non-performance is not cured within thirty (30) days following written notice; (iii) Customer or Bigbelly defaults under any other Agreement between Customer and Bigbelly (iv) Customer or Bigbelly becomes insolvent or makes an assignment for the benefit of its creditors; (v) a receiver, trustee, conservator or liquidator of Customer or Bigbelly of all or a substantial part of such party's assets is appointed with or without the application or consent of such party; (vi) a petition is filed by or against Customer or Bigbelly under any bankruptcy, insolvency or similar law; or (vii) any warranty or representation made by either party herein proves to have been false or misleading when made; or, (viii) there is a material adverse change in Customer's financial condition.

(B) Default by Customer. Upon the occurrence of a Default by Customer, Bigbelly may do one or more of the following as Bigbelly in its sole discretion shall elect: (i) initiate Dispute Settlement procedures pursuant to subsection (D) herein to enforce performance by Customer of the Agreement or to recover damages for the breach thereof; (ii) cause Customer, at Customer's expense (as more particularly set forth in Section 3.1(I)), to promptly return the Equipment to Bigbelly at such place as Bigbelly designates in writing; (iii) by notice in writing to Customer, cancel or terminate the Agreement, without prejudice to any other remedies hereunder; (iv) enter upon, or instruct its agents or assigns to enter upon, the premises of Customer or other premises where any Equipment may be located and take possession of and remove all or any portion of such Equipment without liability to Customer by reason of such entry or taking possession; (v) subject to the limitations on Customer's liability in Section 5.14 hereof, require Customer to pay to Bigbelly immediately, upon demand, in addition to all amounts then due through the date of termination, liquidated damages in the amount of the greater of (A) eighty percent (80%) of the

remaining Service fees to become due during the Term or (B) one year of Service fees; however, said liquidated damages not exceeding one hundred percent (100%) of the remaining Service Fees to become due during the Term, which liquidated damage amount, owing to the acknowledged difficulty in establishing a value for the unexpired Initial Term, the parties agree represents an agreed upon reasonable measure of damages, , and is not to be deemed a forfeiture or penalty, (vi) charge Customer interest on all monies due Bigbelly at the rate of one percent (1%) per month from the date of the Default until paid, pursuant to the Florida Local Government Prompt Payment Act; (vii) collect from Customer all expenses incurred by Bigbelly in connection with the enforcement of any remedies, including all expenses of repossessing, storing, shipping, repairing and selling the Equipment and reasonable attorneys' fees; and (viii) exercise any other right or remedy available to Bigbelly under applicable law.

(C) Default by Bigbelly. Upon the occurrence of a Bigbelly Default, Customer may do one or more of the following as Customer in its sole discretion shall elect; (i) initiate Dispute Settlement procedures pursuant to subsection (D) herein to enforce performance of the Agreement or recover damages for the breach thereof; (ii) cause Bigbelly, at its expense, to promptly collect the Equipment; (iii) by notice in writing to Bigbelly, cancel or terminate the Agreement, without prejudice to any other remedies hereunder; (iv) subject to the limitations on Bigbelly's liability in Section 5.14 hereof, collect from Bigbelly all expenses incurred by Customer in connection with the enforcement of any remedies, including all expenses of repossessing, storing, shipping, repairing and selling the Equipment and reasonable attorneys' fees; and (v) exercise any other right or remedy available to Customer under applicable law.

(D) Dispute Settlement. In the event of any dispute arising due to a Default or with respect to the terms of the Agreement or obligations of the parties, the parties agree to discuss the dispute in an attempt to amicably resolve such dispute within 30 days of the date of a written notice of such dispute by one party to the other. Failing any such resolution, either party will be free to seek remedy through a court of competent jurisdiction.

(E) Continuation of Obligations. The occurrence of a dispute under or relating to the Agreement shall not relieve Bigbelly of, or change in any way, Bigbelly's obligation to provide the Ongoing Services in accordance with the terms of the Agreement nor shall the occurrence of a dispute under or relating to the Agreement relieve Customer of its obligations to make any and all payments described in the Agreement including the Attachments, which obligations are absolute, unconditional, irrevocable, non-cancelable and subject to no right of set off, counterclaim, or deduction, unless otherwise specified in this Agreement.

(F) Governing Law. The Agreement including the Attachments shall be interpreted under the laws of the courts of the State of Florida, without regard to principles of conflicts of law or the United Nations Convention on the International Sale of Goods. Each party consents to the personal jurisdiction of federal and state courts located in Miami-Dade County, Florida EACH PARTY HEREBY WAIVES ANY RIGHT TO A TRIAL BY JURY IN ANY LITIGATION ARISING FROM OR RELATED IN ANY WAY TO THIS AGREEMENT OR THE EQUIPMENT.

5.8 Assignment. Customer may not assign this Agreement or any rights hereunder, or sublease or lend any Equipment without the prior written consent of Bigbelly. No assignment or sublease shall relieve Customer of its obligations hereunder and Customer shall remain primarily liable for such obligations. Any sale, assignment, transfer, encumbrance, delegation or sublease by Customer not consented to by Bigbelly shall be void ab initio. Bigbelly may at any time assign to any person (an "Assignee") any interest in this Agreement in part or in whole or grant security interests in the Equipment and/or the Bigbelly's rights hereunder. In such event, all the provisions of this Agreement for the benefit of Bigbelly shall inure to the benefit of and be exercised by or on behalf of such Assignee, but the Assignee shall not be liable for or be required to perform any of Bigbelly's obligations to Customer and Bigbelly shall retain such obligations. Customer acknowledges that

Assignee is providing financing for the Equipment only and agrees that (a) as between Customer and Bigbelly, all of Customer's payment obligations shall be absolute, unconditional and not subject to set-off, counterclaim, reduction, recoupment or other defense (b) it will not assert any defenses, set-offs, counterclaims or claims against any Assignee that Customer may have against Bigbelly at any time; and (c) any such assignment shall not materially change Customer's duties or obligations hereunder. Subject to the foregoing, the Agreement shall inure to the benefit of, and be binding upon, the successors and permitted assigns of the parties hereto.

5.9 Relationship of Parties. Bigbelly and Customer are each independent entities and the relationship between Bigbelly and Customer under the Agreement is not a joint venture, partnership, principal-agent, broker, sales representative or franchise relationship. Bigbelly has no authority to make any promise, commitment or agreement on Customer's behalf, and Bigbelly will not represent to anyone that it does have such authority.

5.10 Notices. Each notice provided for in the Agreement shall be given in writing and become effective when:

- a. served by personal delivery to the recipient's Legal Department or Contract Administrator;

Customer: City of Miami Beach

Name: Jay Fink

Title: Assistant Director

of City of Miami Beach

Public Works Department

Address: City of Miami Beach

1700 Convention Center Drive

BIGBELLY SOLAR, INC.:

Brian Phillips

President/CEO

150 A Street, #103

Needham, MA 02494

With a copy to:

City Manager

City of Miami Beach

1700 Convention Center Drive

Miami Beach, Florida 33139

- b. deposited, postage prepaid in the United States registered or certified mails addressed to the recipient's Legal Department or Contract Administrator;
- c. dispatched to the recipient's Legal Department or Contract Administrator via overnight mail using UPS, Federal Express or similar carrier; or,
- d. sent to recipient's Legal Department or Contract Administrator: via facsimile or other electronic means if delivery does not require a signature or other confirmation of delivery.

5.11 Force Majeure. Any delay or failure of either party to perform its obligations (other than payment obligations) shall be excused if it is caused by an extraordinary event or occurrence beyond the control of the nonperforming party and without the nonperforming party's fault or negligence, such as acts of God, fires, floods, windstorms, explosions, natural disasters, wars and sabotage. Raw material or labor shortages are not force majeure events. Each party shall promptly notify the other of the reason for the delay and use its best efforts in curing such cause and shall take all action practicable to minimize the adverse impact of the delay on the other party.

- 5.12 No Warranties. Customer hereby acknowledges that it has not entered into the Agreement including the Attachments in reliance upon any warranty or representation by any person or entity except for the warranties or representations specifically set forth therein.
- 5.13 Use of Trade Names and Trademarks. Neither party may use the trade name, service mark, logo or trademark of the other party for any purpose without previous permission in writing from the other party.
- 5.14 Damages. Unless otherwise provided in the Agreement, in no event shall either party, or their respective affiliates, shareholders, officers, directors, employees, agents, or representatives, or assigns be liable to the other for lost revenue, lost profits, incidental, indirect or consequential damages, resulting from any Services provided in connection with this Agreement. The Customer and Bigbelly's maximum aggregate liability to the other in relation to or in connection with a breach of the terms of this Agreement will be limited to the total amount paid by Customer to Bigbelly under the Agreement.
- 5.15 Injunctive Relief. If there is a breach or threat of a breach of the terms of the Agreement, the parties agree that compensation alone would not be an adequate remedy for the harm suffered by the non-breaching party, which harm would be immediate and irreparable. Therefore, if there is a breach or threatened breach, then the non-breaching party shall be entitled to seek injunctive relief to stop the breach or threatened breach. The rights and obligations of the parties under this provision survive the termination, cancellation, or expiration of the Agreement.
- 5.16 Fiscal Funding This Section 5.16 is effective only if Customer is a governmental entity, agency or authority. Customer hereby represents and warrants to Bigbelly that: (a) Customer is a State, possession of the United States, the District of Columbia, or political subdivision thereof as defined in Section 103 of the Internal Revenue Code and Treasury Regulations and Rulings related thereto (the "Code"); (b) If Customer is incorporated, it is duly organized and existing under the Constitution and laws of its jurisdiction of incorporation and will do or cause to be done all things necessary to preserve and keep such organization and existence in full force and effect; (c) Customer has been duly authorized by the Constitution and laws of the applicable jurisdiction and by a resolution of its governing body (which resolution, if requested by Bigbelly, is attached hereto), to execute and deliver the Agreement and to carry out its obligations hereunder; (d) All legal requirements have been met, and procedures have been followed, including public bidding, in order to ensure the enforceability of the Agreement; (e) The Equipment will be used by Customer only for essential governmental or proprietary functions of Customer consistent with the scope of Customer's authority and will not be used in a trade or business of any person or entity, by the federal government or for any personal, family or household use (f) The Customer shall comply at all times with all applicable requirements of the Code. If sufficient funds are not appropriated to make contracted payments under the Agreement ("Payments"), the Agreement shall terminate and Customer shall not be obligated to make contracted Payments under the Agreement beyond the then-current fiscal year for which funds have been appropriated. Upon such an event, Customer shall, no later than the end of the fiscal year for which contracted Payments have been appropriated, deliver possession of the Equipment to Bigbelly. If Customer knowingly and willfully prevents Bigbelly from removing the Equipment, as provided in Section 3.1(I), then the termination shall nevertheless be effective but Customer shall be responsible for the payment of damages in an amount equal to the per diem portion of contracted Payments thereafter coming due that is attributable to the number of days after the termination during which the Customer fails to allow Bigbelly access to Customer's property for the removal of the Equipment. The per diem amount shall be determined by taking the total monthly payment for the Equipment divided by the number of days in the hold over month) Customer shall notify Bigbelly in writing within seven (7) days after the failure of the Customer to appropriate funds sufficient for the payment of the contracted Payments, but failure to provide such notice shall not operate to extend the Agreement term or result in any liability to Customer.

5.17 Entire Agreement. The Agreement including the Attachments constitute the entire agreement between the parties regarding its subject matter and supersede all prior agreements, oral and written, negotiations, commitments and writings, and may not be released, discharged, abandoned, changed or modified in any manner, orally or otherwise, except by an instrument in writing signed by a duly authorized representative of each party. Any purchase order or other ordering document issued by Customer is for administrative purposes only and does not form part of this Agreement.

5.18 Amendment; Modification; Waiver. No modification, amendment, waiver or release of any provision of the Agreement or any right, obligation, claim or cause of action arising under the Agreement shall be valid or binding unless in writing and duly executed by the party against whom enforcement is sought. No waiver by either party of any breach, or the failure of either party to enforce any of the terms and conditions of the Agreement, shall affect, limit or waive that party's right to enforce and compel compliance with all terms and conditions of the Agreement or to terminate the Agreement as permitted by its terms. Any provision of this Agreement which for any reason may be held unenforceable in any one jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such unenforceability without invalidating the remaining provisions of this Agreement, and any such unenforceability in any one jurisdiction shall not render such provision unenforceable in any other jurisdiction. This Agreement may be executed in any number of counterparts and by different parties hereto or thereto on separate counterparts, each of which, when so executed and delivered, shall be an original, but all such counterparts shall together consist of but one and the same instrument.

5.19 Representations. Customer hereby represents, warrants and covenants to Bigbelly that: (a) Customer is organized and validly existing under the laws of the jurisdiction of its organization, with adequate power and capacity to enter into the Agreement and any other documents, instrument or agreement related to this Agreement; (b) The Agreement has been duly authorized, executed and delivered by Customer and constitutes a valid, legal and binding agreement, enforceable in accordance with its terms, except to the extent that the enforcement of remedies therein provided may be limited under applicable bankruptcy and insolvency laws; (c) no approval, consent or withholding of objections is required from any governmental authority or instrumentality with respect to the entry into or performance by Customer of the Agreement, except such as have already been obtained; (d) there are no suits or proceedings pending or threatened in court or before any regulatory commission, board or other administrative governmental agency against or affecting Customer, which will have a material adverse effect on the ability of Customer to fulfill its obligations and liabilities under the Agreement.

5.20 Florida Public Records Law.

(A) Bigbelly shall comply with Florida Public Records law under Chapter 119, Florida Statutes, as may be amended from time to time. Records made or received in connection with this Agreement are public records under Florida law, as defined in Section 119.011(12), Florida Statutes.

(B) Pursuant to Section 119.0701 of the Florida Statutes, if the Contractor meets the definition of "Contractor" as defined in Section 119.0701(1)(a), Bigbelly shall:

- (1) Keep and maintain public records required by the City to perform the service;
- (2) Upon request from the City's custodian of public records, provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes or as otherwise provided by law;
- (3) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed, except as authorized by law, for the duration of the contract term and following completion of the Agreement if Bigbelly does not transfer the records to the City;
- (4) Upon completion of the Agreement, transfer, at no cost to the City, all public records in possession of Bigbelly or keep and maintain public records required by the City to perform the service. If Bigbelly transfers all public records to the City upon completion of the Agreement, Bigbelly shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Bigbelly keeps and maintains public records upon completion of the Agreement,

Bigbelly shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City's custodian of public records, in a format that is compatible with the information technology systems of the City.

(C) REQUEST FOR RECORDS; NONCOMPLIANCE.

- (1) A request to inspect or copy public records relating to the City's contract for services must be made directly to the City. If the City does not possess the requested records, the City shall immediately notify Bigbelly of the request, and Bigbelly must provide the records to the City or allow the records to be inspected or copied within a reasonable time.
- (2) Bigbelly's failure to comply with the City's request for records within a reasonable time, shall constitute a breach of this Agreement, and the City, at its sole discretion, may: (1) unilaterally terminate the Agreement; (2) avail itself of the remedies set forth under the Agreement; and/or (3) avail itself of any available remedies at law or in equity.
- (3) If Bigbelly fails to provide the public records to the City within the reasonable time stated above it may be subject to penalties under s. [119.10](#).

(D) CIVIL ACTION.

- (1) If a civil action is filed against a Bigbelly to compel production of public records relating to the City's contract for services, the court shall assess and award against Bigbelly the reasonable costs of enforcement, including reasonable attorney fees, if:
 - a. The court determines that Bigbelly unlawfully refused to comply with the public records request within a reasonable time; and
 - b. At least 8 business days before filing the action, the plaintiff provided written notice of the public records request, including a statement that Bigbelly has not complied with the request, to the City and to Bigbelly.
- (2) A notice complies with subparagraph (1)(b) if it is sent to the City's custodian of public records and to Bigbelly at Bigbelly's address listed on its contract with the City or to Bigbelly's registered agent. Such notices must be sent by common carrier delivery service or by registered, Global Express Guaranteed, or certified mail, with postage or shipping paid by the sender and with evidence of delivery, which may be in an electronic format.
- (3) If Bigbelly complies with a public records request within 8 business days after the notice is sent it is not liable for the reasonable costs of enforcement.

(E) **IF BIGBELLY HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO BIGBELLY'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:**

CITY OF MIAMI BEACH
ATTENTION: RAFAEL E. GRANADO, CITY CLERK
1700 CONVENTION CENTER DRIVE
MIAMI BEACH, FLORIDA 33139
E-MAIL: RAFAELGRANADO@MIAMIBEACHFL.GOV
PHONE: 305-673-7411

5.21 No Discrimination.

Bigbelly hereby agrees to comply with City of Miami Beach Human Rights Ordinance, as codified in Chapter 62 of the City Code, as may be amended from time to time, prohibiting discrimination in employment, housing, public accommodations, or public services, on the basis of actual or perceived race, color, national origin, religion, sex, intersexuality, sexual orientation, gender identity, familial and marital status, age, ancestry, height, weight, domestic partner status, labor organization membership, familial situation, political affiliation, or disability.

End of Attachment A.

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ATTACHMENT B

ACCEPTANCE CERTIFICATE

**FOR THE BIGBELLY SERVICE AGREEMENT (AGREEMENT)
WITH THE CITY OF MIAMI BEACH, FLORIDA (CUSTOMER), DATED _____**

The Customer hereby acknowledges that the following conditions have been met and acknowledges the Acceptance Date below: 1. all of the Equipment ordered pursuant to this Agreement has been delivered to the Customer at the receiving location designated by Customer;

2. all of the Equipment has been installed at the agreed upon Equipment Sites (as defined in Section 3.1(D) of the Agreement and is operational.

CUSTOMER:

CITY OF MIAMI BEACH

By: _____

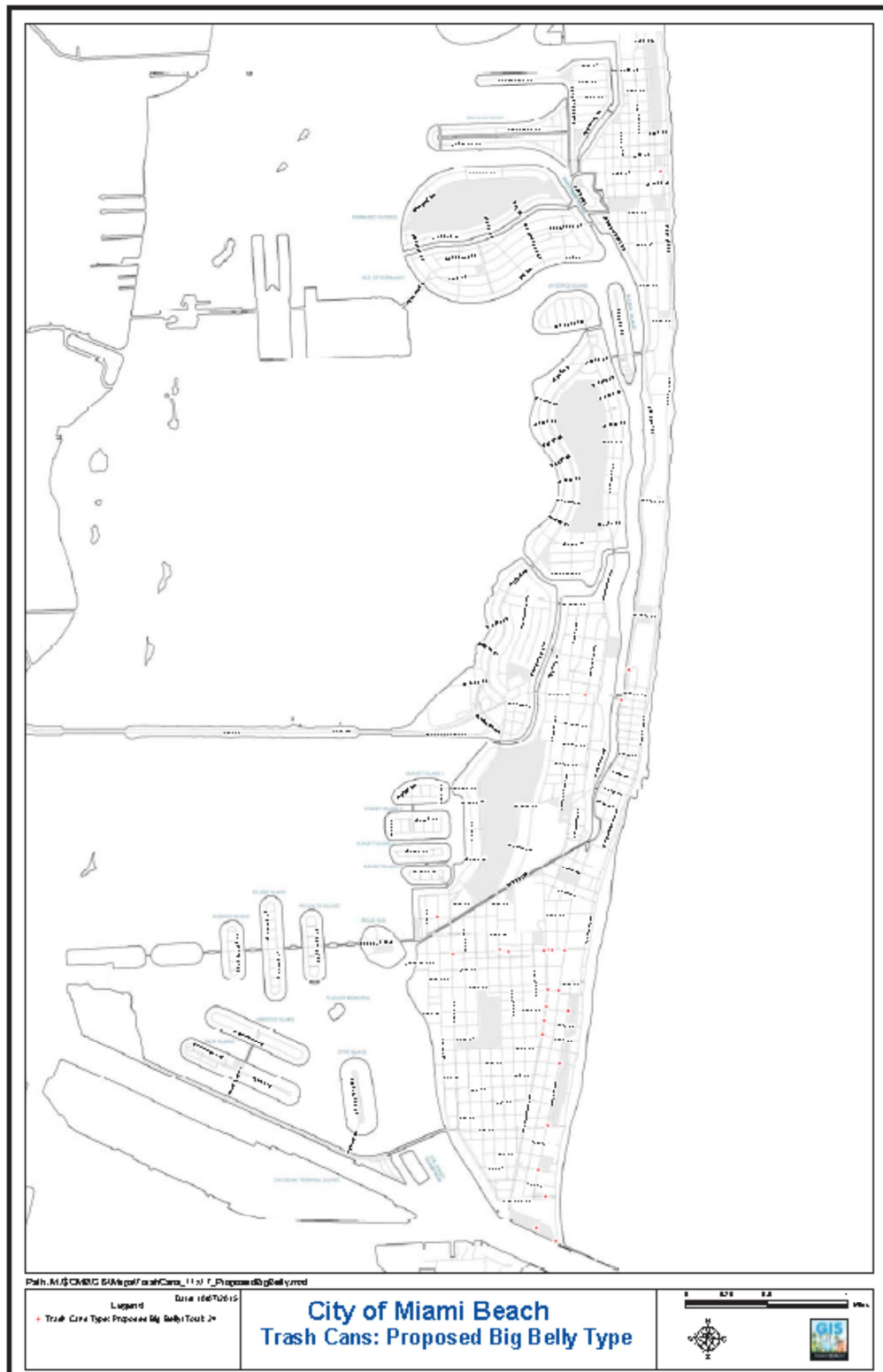
Print Name and Title: _____

Date: _____

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ATTACHMENT C

EQUIPMENT SITES



ATTACHMENT C-1

DELIVERY AND INSTALLATION SCHEDULE

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ATTACHMENT D CUSTOMER TRAINING PLAN

Timeframe	Customer Training Agenda
Upon PO	<ul style="list-style-type: none"> • Review the Connect Guidelines to set expectations. • Highlight site selection and partnership to maintain system in great working condition. • Establish criteria for success and how to measure them.
1-3 Weeks Prior to Installation	<ul style="list-style-type: none"> • Update CLEAN software system with user names so users can access the system
Upon Installation	<p>At a mutually agreed upon time, Bigbelly will train users to use the CLEAN software for optimal results. Training includes site customization:</p> <ul style="list-style-type: none"> ○ Setting up users ○ Updating station location descriptions ○ Establishing groups ○ Setting up Email notifications. ○ How to make adjustments in the system and using the alert notifications to address any hardware/software issues.
1 Week After Initial CLEAN Training	<ul style="list-style-type: none"> • Reach out for feedback and adjustments to system set up. • Answer any questions
1 Month After Installation	<ul style="list-style-type: none"> • Review reports and how to extract data
Monthly Thereafter	<ul style="list-style-type: none"> • Provide a monthly summary of performance against goals.

END OF ATTACHMENT D

ATTACHMENT E
WEAR AND TEAR DEFINITIONS

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