



Service Order Form

Date:	6/22/2022
Contract #	SG06222022BLSD
Quotation #	SG06222022BLSD
Salesperson:	Steve G
Term:	36 Months
Data Center:	Cleveland
Quote Prepared By:	Steve G

Customer Buckeye Local School District
 Address 3436 Edgewood Dr
 City Ashtabula
 State Oh
 Zip 44004
 Contact Neil Bennett
 Email n.bennet@buckeyeschools.info
 Phone 440-998-4411

Qty	Description	Non-Recurring Charge (NRC) Unit Price	Total NRC	Monthly Recurring Charge (MRC) Unit Price	Total MRC
CLOUD SERVICES					
5000	Dedicated Backup Storage for Veeam Backups		\$ -	\$ 0.08	\$ 400.00
1	Setup, config, test Veeam cloud connect**	\$ 125.00	\$ 125.00	\$ -	\$ -
			NRC Subtotal \$ 125.00	MRC Subtotal \$ 400.00	
			NRC Tax \$ -	MRC Tax \$ -	
			NRC TOTAL \$ 125.00	MRC TOTAL \$ 400.00	

OPTIONAL SERVICES					
Qty	Description	NRC Unit	NRC	MRC Unit	MRC
1	Managed VM. Includes Support (Detailed scope provide upon request), Monthly Patching, Monitoring, and Anti-Virus	\$ 50.00	\$ 50.00	\$ 60.00	\$ 60.00
1	Managed Security Essential Bundles (FW, IDPS, Remote Access with Security Token) - Physical or Virtual Appliance	\$ 499.00	\$ 499.00	\$ 550.00	\$ 550.00
1	BlueBridge - LogicMonitor. Pre-configured, SaaS based, advanced hosted monitoring.	\$ 25.00	\$ 25.00	\$ 15.00	\$ 15.00

NOTES:

** Customer to provide Veeam license. (BBN can provide if needed at a cost of \$20.00 per covered vm) Standard Ad-Hoc Support billed \$125/HR in 15 minute increments. After hour (M-F 5 PM to 7 AM and Weekends) support billed at \$175/HR, with a 1 hour minimum

Customer Signature: _____ Printed Name: _____ Title: _____ Date: _____	BlueBridge Networks Signature: _____ Printed Name: _____ Title: _____ Date: _____
(By signing this Service Order Form, you accept the Standard Terms and Conditions and the terms of any Service Schedules referenced on this Service Order Form)	

Thank you for your business!
 1255 Euclid Avenue, Fifth Floor, Cleveland, Ohio 44115 Fax: 216.621.2584

BLUEBRIDGE STANDARD TERMS AND CONDITIONS

TERMS OF GENERAL APPLICABILITY: These standard terms and conditions together with any Service Schedule or Service Order Form then in effect (collectively, with any subsequent Services Schedules or Service Order Forms, the "Service Schedule") shall constitute the "Agreement" between Customer and Sterling Data Center, LLC, an Ohio limited liability company, d/b/a BlueBridge Networks ("BlueBridge"). In the event of any inconsistency between or among these Standard Terms and Conditions and any Service Schedule, these Standard Terms and Conditions shall control. As used in this Agreement, the "Services" means the services specified on the Service Schedule then in effect.

TERM: The initial term of this Agreement shall be as provided on the Service Schedule then in existence. After any term provided on such Service Order Form has expired, this Agreement shall automatically extend and renew on the original term unless terminated in writing by either party within sixty (60) days notice to the other party, before the expiry date. This Agreement shall terminate without notice, in the event either party shall be adjudged bankrupt or insolvent; make an assignment for the benefit of its creditors; institute proceedings for its reorganization pursuant to applicable bankruptcy or similar legislation providing relief from creditors, or such proceedings shall be instituted against it, and the same shall not have been dismissed within thirty (30) days after the filing; take any action to dissolve or terminate its corporate existence; or have a temporary or permanent receiver appointed to administer its affairs.

PRICES, PAYMENT: Unless otherwise expressly agreed in a writing signed by an authorized representative of BlueBridge the price for the Services shall be BlueBridge's then current pricing as provided on the Service Schedule. In case Customer shall fail to make payments in accordance with the terms and conditions stipulated herein and therein, BlueBridge may withhold providing the Services or any portion thereof. In addition and as applicable, in the event of Customer's non-payment or late payment, BlueBridge may deny Customer access to BlueBridge's collocation facility and prohibit the removal of any Customer property located at BlueBridge's facility until Customer has made payment in full, inclusive of any applicable late fees.

FORCE MAJEURE: BlueBridge shall not be liable for any delays or defaults hereunder by reason of accident, fire, flood, weather conditions, acts of God, acts of Customer, labor troubles, delays or defaults by suppliers, subcontractors or carriers, inability to secure materials, components, fuel or labor, acts of government or other similar or dissimilar causes beyond its reasonable control.

DUTIES; LIMITED WARRANTY; LIMITATION OF LIABILITY:

BlueBridge shall provide the Services, or manage and cause the Services to be provided in a prudent and businesslike manner and shall devote such portion of its time and its employees' time to Customer as is reasonably necessary in the conduct of such affairs; *provided, however*, that it is expressly understood and agreed that BlueBridge and its employees shall not be required to devote its or their entire time or attention to delivering Services to Customer. Notwithstanding anything to the contrary contained herein or in any Service Schedule, BlueBridge shall discharge its duties with respect to the Services with the skill, care, prudence and diligence under the circumstances then prevailing that a prudent person, acting in like capacity and possessing the requisite experience and knowledge would use in the conduct of an enterprise of like character and with like objectives and purposes.

Except as specifically provided in the immediately preceding paragraph, Customer hereby acknowledges that BlueBridge does not warrant or assume any other responsibility for the Services. The warranty stated in the immediately preceding paragraph is in lieu of and exclusive of all other representations and warranties of any kind whatsoever. **EXCEPT AS STATED ABOVE, THERE ARE NO WARRANTIES RELATING TO THE SERVICES OF ANY KIND, EXPRESS OR IMPLIED. IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR INDIRECT, SPECIAL, PUNITIVE, CONSEQUENTIAL, OR INCIDENTAL DAMAGES, INCLUDING BUT NOT LIMITED TO, THE LOSS OF PROFITS, REVENUES OR DATA OR INACCURATE DATA, EVEN IF ADVISED OF THE FORESEEABILITY OF SUCH DAMAGES. BLUEBRIDGE DISCLAIMS ANY EXPRESS OR IMPLIED WARRANTIES WITH RESPECT TO SERVICES OR EQUIPMENT, INCLUDING WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.**

INDEMNITY: Customer will defend, indemnify and hold harmless BlueBridge, its landlord and third party providers and their respective officers, directors, employees, contractors and agents against and from any loss, debt, liability, damage, obligation, claim, demand, judgment or settlement of any nature or kind, known or unknown, liquidated or unliquidated, including without limitation, all reasonable costs and expenses incurred including all reasonable litigation costs and attorneys' fees arising out of, resulting from or based upon any complaint, claim, action, proceeding or suit of any third party, including any claim based on Customer's violation of any law or any rule or regulation.

NON-SOLICITATION: During the term of this Agreement and for one year after its expiration or early termination, neither party will, directly or indirectly, solicit for employment any employee of the other party or encourage, induce, or attempt to induce any employee to terminate his or her employment with the other party. The foregoing restriction does not apply to employees who respond to a public job posting of the other party and are subsequently interviewed and/or hired by the other party.

ASSIGNMENT: Customer may not assign any rights hereunder without first obtaining the written consent of BlueBridge.

GOVERNING LAW; JURISDICTION: This Agreement shall be construed and enforced according to the domestic substantive laws of the State of Ohio without giving effect to any choice or conflict of laws provision or rule that would cause the application of the domestic substantive laws of any other state. If any provision of these terms and conditions is declared unlawful or invalid, the remaining provisions shall nevertheless continue in full force and effect. The parties hereto agree to submit to the exclusive jurisdiction of the state courts or, to the extent available, the federal courts sitting in Cuyahoga County, Ohio, to resolve any dispute arising out of or relating to this Agreement and irrevocably waive, to the fullest extent permitted by applicable law, any objection that he or it may now or hereafter have to the laying of venue in such court or any defense of inconvenient forum.

SEVERABILITY: If any term or provision of this Agreement shall be determined to be invalid or unenforceable by a court of competent jurisdiction, then (a) both parties shall be relieved of all obligations arising under such provision and this Agreement shall be deemed amended by modifying such provision to the extent necessary to make it valid and enforceable while preserving its intent, and (b) the remainder of this Agreement shall be valid and enforceable.

ENTIRE AGREEMENT: These terms and conditions herein and the provisions on the Service Schedule constitute the sole and entire agreement between BlueBridge and Customer, and shall govern exclusively as to the sale and delivery of any services or goods to Customer. Such terms and conditions supersede any different, additional or inconsistent language, terms and conditions in Customer's order or in any other communication between BlueBridge and Customer, notwithstanding any statement in Customer's terms to the contrary. All prior communications, representations, negotiations and promises with respect to the Services are deemed to be merged herein. Any purported modification or rescission of this agreement or any part hereof, or waiver of any breach thereof, whether written or oral, shall be of no effect unless expressly agreed to in a writing signed by an authorized representative of each party.

Customer Initials: _____

BlueBridge Initials: _____