

RESOLUTION APPROVING THE MASTER SERVICE AGREEMENT, SERVICE ORDER AMENDMENT AND THE SOFTWARE SERVICES ADDENDUM WITH EVERSTREAM SOLUTIONS LLC FOR DEDICATED INTERNET ACCESS AND IPv4 BLOCKS/27, IT SERVICES

WHEREAS, David Thomas, Ashtabula County Auditor, has presented and recommended an agreement, amendment and an addendum with Everstream Solutions LLC to be approved by the Board, to-wit:

Scope of Contract: To provide dedicated internet access to Ashtabula County offices, including two IPv4 Blocks /27 (Gateway, 59 Usable).

Provider: Everstream Solutions, LLC, 1228 Euclid Ave., Suite 250, Cleveland, OH 44115

Cost: Not to Exceed, \$75,000.00

Contract Period: Retroactive to December 12, 2023 through December 11, 2024, renews on a month to month basis, with the Service Order Amendment begins retroactive to November 15, 2023 for 60 months ending November 14, 2028; and

WHEREAS, this Board of Commissioners concurs with this recommendation and approves the agreement, amendment and addendum with Everstream Solutions LLC; now

THEREFORE, BE IT RESOLVED, By the Board of Commissioners of Ashtabula County, Ohio that the Master Service Agreement, Service Order Amendment and the Software Services Addendum with Everstream Solutions LLC is approved in accordance with the copies now on file in this office.

BE IT FURTHER RESOLVED that the President of the Board, on behalf of the Board of Commissioners of Ashtabula County, is authorized to execute any and all necessary documents.

**ASHTABULA COUNTY COMMISSIONERS
CERTIFICATION PAGE**

Resolution No. 2023-618

December 19, 2023

RESOLUTION APPROVING THE MASTER SERVICE AGREEMENT, SERVICE ORDER AMENDMENT AND THE SOFTWARE SERVICES ADDENDUM WITH EVERSTREAM SOLUTIONS LLC FOR DEDICATED INTERNET ACCESS AND IPv4 BLOCKS/27, IT SERVICES

Upon the motion of J.P. Ducro IV, seconded by Kathryn L. Whittington.

VOTE:

**Casey R. Kozlowski
Kathryn L. Whittington
J.P. Ducro IV**

**Aye
Aye
Aye**

CERTIFICATE OF CLERK

IT IS HEREBY CERTIFIED that the foregoing is a true and correct transcript of a resolution acted upon and duly passed by the Board of County Commissioners of Ashtabula County, Ohio, on the date noted above.



Lisa Hawkins, Clerk of the Board
Board of County Commissioners
Ashtabula County, Ohio



FASTER FIBER. BETTER BUSINESS.

Quote #: Q-72242-1
Date: 10/16/2023
Expires On: 11/15/2023

Sales Agent: Kevin Rossi
krossi@everstream.net
(440) 539-6399

Customer Details

Contact Name: Rockford Benson
Email: rkbenson@ashtabulacounty.us
Account Name: Ashtabula County Data-Beard
Bill to Contact Name: Rockford Benson
Phone: (440) 576-3798
Billing Address: 25 W Jefferson St, Jefferson OH, 44047-1027

25 W Jefferson St
A Location: Headand
Z Location: 25 W Jefferson St, Jefferson, OH: 44047-1027

Table with 6 columns: QTY, Product Name, Bandwidth (Mbps), Term, Non-Recurring Charges, Monthly Recurring Charges. Rows include Dedicated Internet Access (20 Mbps) and IPv4 Blocks /27.

25 W Jefferson St
A Location: Headand
Z Location: 25 W Jefferson St, Jefferson, OH: 44047-1027

Table with 6 columns: QTY, Product Name, Bandwidth (Mbps), Term, Non-Recurring Charges, Monthly Recurring Charges. Rows include Dedicated Internet Access (100 Mbps) and IPv4 Blocks /27.

Total NRC (Non-Recurring Charges) \$0.00
Total MRC (Monthly Recurring Charges) \$1,250.00

Comments

Service Order Details

Subscriber approves and accepts this Services Order Amendment is governed by the Master Services Agreement between Subscriber and Everstream (the 'MSA') (as amended). Subscriber agrees to be bound by the terms and conditions of the MSA. The Requested FOC (Firm Order Commitment) date is subject to Everstream's internal provisioning, and an actual FOC Date will be issued to Subscriber in accordance with the MSA. Terms of Service, including all active Subscriber Service Order Amendment(s), together with your Everstream Master Services Agreement, constitute the entire agreement between you and Everstream relating to these Services. You are not entitled to rely on any other agreements or undertakings relating to Services provided by Everstream. Invoicing of service(s) shall begin with the issue of a Service COFA document post-installation. The delivered service(s) will be considered accepted by SUBSCRIBER as certified to be error free and built to "Service Order" specifications at the conclusion of a five (5) day acceptance period. Unless otherwise specified above, Internet service provides one (1) public-facing IPV4 /30 address. Subscriber shall formally demonstrate usage requirement(s) prior to IPV4 Addresses being issued by Everstream. Unless otherwise specified above, Services up to one (1) Gbps will be delivered at a single one (1) Gbps port, Services ranging from one (1) Gbps to ten (10) Gbps will be provided by way of one (1) ten (10) Gbps port, and Services greater than ten (10) Gbps will be provide by way of one (1) one hundred (100) Gbps port. Unless otherwise specified, any service location that is within a datacenter, point of presence, or similar, the Service(s) will not include a cross connection within any such third party facility.

Subscriber shall pay all federal, state, and local taxes, government fees, charges, surcharges or similar exactions imposed on the Services and/or products provided to Subscriber that are the subject of this Service Order, including but not limited to state and local sales and use taxes, telecommunications taxes, federal and state universal service fund fees and/or state and local regulatory fees to the extent applicable, excluding any taxes not normally paid by the consumer.

Everstream shall construct the required infrastructure to provide the Service(s) following all applicable building and permitting standards and conditions. Subscriber shall ensure Everstream has all required access to provide the Service(s) from the right of way to the Demarcation Point(s) ("Access Rights"). Any delay in Everstream providing the Service(s) due to Subscriber's inability to provide Everstream required Access Rights shall not constitute an Everstream delay or breach of this Agreement.

SIGNATURES

SUBSCRIBER AUTHORIZED SIGNATURE

EVERSTREAM

Signature:



Print:

Casey Kozlowski

Title Position:

President

Date:

12-19-23

Signature:

DocuSigned by:
Ken Fitzpatrick
B69D85BA3EC2484

Print:

Ken Fitzpatrick

Title Position:

CEO

Date:

12/7/2023

MASTER SERVICE AGREEMENT

This Master Service Agreement ("AGREEMENT") is entered into this 12/12/2023 day of 12/12/2023 2023, by and between EVERSTREAM SOLUTIONS LLC, a corporation organized under the laws of Ohio, and ASHTABULA COUNTY DATA BOARD ("SUBSCRIBER") for professional and related services to be provided to ASHTABULA COUNTY.

1.0 AGREEMENT

These terms and conditions, and any EVERSTREAM "Service Orders", hereby constituted the AGREEMENT. Exhibit's A and B attached, are hereby incorporated, and made a part of the AGREEMENT.

2.0 DESCRIPTION OF BASIC SERVICES

For description of services provided by EVERSTREAM to SUBSCRIBER pursuant to this AGREEMENT, parties shall refer to the description of services set forth in Exhibit A, "Description of Basic Service" attached hereto.

3.0 SCOPE OF SERVICE

3.1 SERVICES AND SERVICE ORDERS

- (a) Subject to the terms and conditions of the AGREEMENT, EVERSTREAM shall provide SUBSCRIBER with the services in accordance with any "Service Order" entered into by the parties. EVERSTREAM shall use commercially reasonable efforts to provide the services seven (7) days a week, twenty-four (24) hours a day, excluding scheduled maintenance.
- (b) SUBSCRIBER shall request services by issuing to EVERSTREAM one or more proposed "Service Order(s)" (on the service order form PROVIDED will supply). Upon EVERSTREAM's acceptance of a proposed service and/or work order(s), such proposed service and/or work order(s) shall be deemed a "Service Order" hereunder and shall be deemed incorporated into, and made a part of the AGREEMENT by this reference. A proposed service and/or word order(s) shall be deemed accepted upon (a) EVERSTREAM's acceptance of such proposed service and/or work order(s) in writing; or (b) EVERSTREAM's commencement of delivery of the service(s) set forth in such proposed service and/or work order(s).
- (c) Invoicing of service(s) shall begin with the issue of a service COFA document post-installation. The delivered service(s) will be considered accepted by the SUBSCRIBER as certified to be error free and built to Service Order specifications at the conclusion of a five (5) day acceptance period.

3.2 SERVICE AND EQUIPMENT INSTALLATION.

Provided the SUBSCRIBER properly performs all necessary site preparations and provides EVERSTREAM with all required consents, EVERSTREAM shall use commercially reasonable efforts to install the service in accordance with the latter of the service start date requested on a "Service Order" or the Firm Order Commitment ("FOC") date provided to SUBSCRIBER by EVERSTREAM. EVERSTREAM shall provide SUBSCRIBER with a completion notice ("Completion Notice") upon completion of the installation of a service.

3.3 SUPPORT AND MAINTENANCE

EVERSTREAM shall use commercially reasonable efforts to maintain the EVERSTREAM-provided and installed equipment, including as applicable, any cabling, related fiber equipment, routers, or other items (collectively, "Everstream Equipment"), on EVERSTREAM's side of the demarcation points used by EVERSTREAM to provide the service. Equipment and services on SUBSCRIBER's side of the demarcation point, as well as any other SUBSCRIBER-provided equipment, are the responsibility of SUBSCRIBER. EVERSTREAM shall provide a toll-free telephone number and email address to the Network Operations Center ("NOC") for inquiries and remote problem support of the service. All such SUBSCRIBER support shall be provided only to SUBSCRIBER's designated personnel ("Named Callers"), as mutually agreed upon by EVERSTREAM and SUBSCRIBER. SUBSCRIBER is responsible for all communications and interfaces with its end users. In no event shall EVERSTREAM be responsible for providing support for any network, equipment, or software not provided and installed by EVERSTREAM or for issues or problems beyond its control. Notwithstanding anything to the contrary in the foregoing, EVERSTREAM shall use commercially reasonable efforts to restore any fiber cable cuts on the restoration progress. SUBSCRIBER shall provide routine operation service support for EVERSTREAM equipment and service components located at SUBSCRIBER's or end user's facility, including without limitation by performing reboots, as requested by EVERSTREAM.

3.4 EQUIPMENT

EVERSTREAM has the right, but not the obligation, to upgrade, modify, and enhance the "Everstream Equipment" (including related firmware) and the "Service" and take any action the EVERSTREAM deems appropriate to protect the "Service" and its facilities.

4.0 FEES FOR SERVICES

For "Service" provided by EVERSTREAM to SUBSCRIBER pursuant to this AGREEMENT, SUBSCRIBER shall pay EVERSTREAM in accordance with the rates and charges set forth in Exhibit B, "Fees for Services," attached hereto.

5.0 BILLING AND PAYMENT

EVERSTREAM shall submit a monthly statement to SUBSCRIBER setting forth the amount due for services and itemizing amounts due for expenses. SUBSCRIBER shall pay the full amount of such statement within thirty (30) days after receipt.

6.0 OBLIGATIONS OF SUBSCRIBER

6.1 SUBSCRIBER'S USE OF SERVICE

SUBSCRIBER's use of the service (including all content transmitted via the service) shall comply with all applicable laws and regulations and the Terms of the AGREEMENT. SUBSCRIBER shall not resell or redistribute (Whether for a fee or otherwise) the "Service", or any portion thereof, or make any use of the "Service" other than for SUBSCRIBER's internal business purposes, unless otherwise agreed in writing by EVERSTREAM. SUBSCRIBER shall ensure that its "End User's" use of the "Service", if any, shall comply with all applicable laws and regulations and Terms of the AGREEMENT. EVERSTREAM may audit SUBSCRIBER's use of the "Service" bandwidth remotely or otherwise, to ensure SUBSCRIBER'S compliance with the AGREEMENT.

6.2 DESIGNATION OF ROUTER/SWITCH

SUBSCRIBER will designate one of SUBSCRIBER's routers/switches from which SUBSCRIBER's fiber will connect to the EVERSTREAM network.

6.3 DESIGNATION OF SPACE

SUBSCRIBER will provide sufficient space for EVERSTREAM to install equipment to support the "Service(s)". Space will include sufficient power and environmental conditioning to support equipment. SUBSCRIBER may provide backup power or an uninterruptable power supply (UPS), or may contract with EVERSTREAM separately for UPS.

6.4 PREMISE FIBERS

SUBSCRIBER is responsible for installation, maintenance, and repair of SUBSCRIBER-premises fiber between the Demarcation point and the SUBSCRIBER's switch or router.

6.5 CONTACT PERSON

SUBSCRIBER will assign an operational and technical contract person to coordinate with EVERSTREAM regarding "Service" being provided under this AGREEMENT.

6.6 SUBSCRIBER'S END USER FACILITY RESPONSIBILITY

SUBSCRIBER shall ensure that all EVERSTREAM equipment at SUBSCRIBER's and SUBSCRIBER's End User facilities remains free and clear of all liens and encumbrances, and SUBSCRIBER shall be responsible for loss or damage to the EVERSTREAM equipment while at SUBSCRIBER's or SUBSCRIBER's End User's facilities. SUBSCRIBER is responsible for ensuring that any SUBSCRIBER equipment used in connection with the "Services" is protected from fraudulent or unauthorized access. SUBSCRIBER is responsible for all access to and use of the "Service" (whether or not such use is fraudulent or authorized) and for the payment of all charges incurred on SUBSCRIBER's service account, including any charges resulting from fraudulent or unauthorized access to any SUBSCRIBER equipment until such time as SUBSCRIBER informs EVERSTREAM of such fraudulent or unauthorized access. In addition, as between the parties SUBSCRIBER is responsible for, (a) all content that is viewed, stored or transmitted via the "Service"; and (b) all third party charges incurred for merchandise and services accessed via the "Service", if any, SUBSCRIBER shall conform its equipment and software, and ensure that each End User conforms its equipment and software, to the technical specifications for the "Service" provided by EVERSTREAM.

7.0 INDEPENDENT CONTRACTOR

EVERSTREAM shall provide services to SUBSCRIBER as an independent contractor, not as an employee of the SUBSCRIBER, and shall not have or claim any right arising from employee status.

8.0 TERM

The AGREEMENT shall begin on the date set forth above, "Commencement date". The term of this AGREEMENT shall be for one year from the "Commencement date". Unless otherwise specified in the "Service Agreement", if the SUBSCRIBER continues to receive "Service" after the expiration of the AGREEMENT, the "Service" shall renew on a month to month basis in accordance with the terms and conditions set forth in the AGREEMENT.

9.0 TERMINATION OF AGREEMENT

9.01 TERMINATION

Either party may terminate a "Service Order": (a) upon thirty (30) days written notice to the other party of the other parties material breach of the AGREEMENT or the applicable "Service Order", provided that such material breach is not cured within such thirty (30) day period; (b) immediately, in the event the other party liquidates, is adjudicated as bankrupt, makes an assignment for the benefit of creditors, invokes any provision of law for general relief from its debtors, or is removed or delisted from a trading exchange (each a "Bankruptcy Event"); or (c) immediately, in the event that after entering into such "Service Order", EVERSTREAM conducts a site survey and learns that the construction costs shall require a material increase in the "Service Charges". In the even that SUBSCRIBER fails to comply with any applicable laws or regulations or the terms of the AGREEMENT, upon thirty (30) days written notice EVERSTREAM may suspend or discontinue any applicable "Service" in whole or in part without further notice provided that such failure is not cured within such thirty (30) fay period. In addition, EVERSTREAM, may immediately terminate or suspend SUBSCRIBER's use of the "Service" if such is is determined by EVERSTREAM network, until such time as such degradation has been remedied.

9.02 EXPIRATION

Upon expiration of the AGREEMENT (Including all "Service Orders"); (a) EVERSTREAM's obligations under the AGREEMENT shall cease; (b) SUBSCRIBER shall promptly pay all amounts due and owing to EVERSTREAM for "Service" delivered prior to the date of termination or expiration, and any commercially reasonable uninstallation fees, if any' (c) SUBSCRIBER shall promptly cease all use of nay software provided by EVERSTREAM under the AGREEMENT, and shall return such software to EVERSTREAM; and (d) SUBSCRIBER shall return to EVERSTREAM or permit EVERSTREAM to remove, in EVERSTREAM's discretion, the "Everstream Equipment" in the same condition as when received, ordinary wear and tear excepted. SUBSCRIBER shall reimburse EVERSTREAM for the reasonable and documented costs of the repair or replacement, at EVERSTREAM's discretion, of any "Everstream Equipment" not returned in accordance with this section.

9.03 FOLLOWING TERMINATION

In addition, notwithstanding anything to the contrary in the AGREEMENT, in the event this AGREEMENT, or any "Service Order" hereunder terminates for any reason at any point once the AGREEMENT and "Service Orders" have be executed other than EVERSTREAM's material breach or a "Bankruptcy Event" impacting EVERSTERAM (as permitted by this section), SUBSCRIBER shall pay to EVERSTREAM, immediately upon demand.

- (a) Promptly pay EVERSTREAM the full amount of the "Service Charges" that SUBSCRIBER would have been charged for the remainder of the initial term or the then-current renewal term; or (b) reimburse EVERSTREAM for all volume, term or other discounts and credits provided in anticipation of full performance of SUBSCRIBER's obligations and any unpaid portion of the installation fee set forth in the applicable "Service Order".

9.04 ADDITIONAL

All provisions of the AGREEMENT shall survive the termination or expiration of the AGREEMENT except section 13.2, 13.3, 13.4, 12.3, 15.0, 19.0 of the AGREEMENT

10.0 WARRANTY

SUBSCRIBER assumes total responsibility for use of the "Service" and uses the same at its own risk. EVERSTREAM exercises no control over and has no responsibility whatsoever for the content transmitted or accessible through the service, and EVERSTREAM expressly disclaims any responsibility for such content. Except as specifically set forth in the AGREEMENT, the "Service", "Everstream Equipment", and "Everstream Materials" are provided "AS IS", without warranties of any kind, either express or implied, including but not limited to data accuracy, merchantability, or fitness for a particular purpose, except as set forth in AGREEMENT, no advice or information given by EVERSTREAM, its affiliates, or its contractors or their respective employees shall create any warranty. EVERSTREAM does not represent or warrant that the "Service" will meet SUBSCRIBER's requirements, prevent unauthorized access by third parties, and be uninterrupted, secure, error free, without loss of content, date or information or that any minimum transmission speed is guaranteed at any time. Except as set forth in the AGREEMENT, and subject to and service level agreements, EVERSTREAM does not warrant that any "Service" or equipment provided by EVERSTREAM shall perform at a particular speed, bandwidth or throughput rate. In addition, SUBSCRIBER, acknowledges and agrees that transmissions of the "Service" may not be secure. SUBSCRIBER further acknowledges and agrees that any data, material or traffic of any kind whatsoever carried, uploaded, downloaded, or otherwise obtained through the use of the "Service" is done at the SUBSCRIBER's own discretion and risk and that SUBSCRIBER shall be solely responsible for any damage to SUBSCRIBER's or an End User's computer system or equipment (including network equipment) or loss of such data, material or traffic, during or that results from, SUBSCRIBER's or its End User's sending or receiving, or uploading, or downloading, or attempts to do the same, of such data, material, or traffic.

11.0 INSURANCE

11.1 GENERAL LIABILITY COVERAGE

EVERSTREAM shall maintain commercial general liability insurance with a limit of not less than \$1,000,000 each occurrence. ASHTABULA COUNTY, its elected officials and employees, shall be named as additional insureds with respect to all activities under this AGREEMENT.

11.2 AUTOMOBILE LIABILITY COVERAGE

EVERSTREAM shall maintain automobile liability insurance with a limit of not less than \$1,000,000 each accident. Such insurance shall include coverage for owned, hired and non-owned automobiles.

11.3 WORKERS' COMPENSATION

EVERSTREAM shall maintain workers' compensation coverage as required by Ohio law.

11.4 PROFESSIONAL LIABILITY

EVERSTREAM shall maintain professional errors and omissions liability insurance with a limit of not less than \$2,000,000 each occurrence.

11.5 PROOF OF INSURANCE

Prior to the commencement of any work under this AGREEMENT, EVERSTREAM shall furnish the ASHTABULA COUNTY with properly executed certificates of insurance for all insurance required by this Agreement. Certificates of insurance shall provide that such insurance shall not be cancelled without 30 days' prior written notice to ASHTABULA COUNTY. EVERSTREAM will replace certificates for any insurance expiring prior to completion of work under this Agreement.

12.0 LIABILITY

12.1 LIMITATIONS IN LIABILITY

In no event shall EVERSTREAM be liable to SUBSCRIBER, and End User or any third party for an incidental, indirect, consequential, special, or punitive damages arising out of or relating to the AGREEMENT, regardless of whether EVERSTREAM had been advised of the possibility of such damages. EVERSTREAM's aggregate liability for any reason and all causes of action arising out of or relating to the AGREEMENT (including but not limited to, contract, tort (including negligence) and strict product liability)) shall be limited to the fees paid or owed by SUBSCRIBER under the "Service Order" that is the subject matter of the claim in the six (6) months preceding the date the claim arises. In no event shall EVERSTREAM's affiliates or supplies have any liability to SUBSCRIBER under the AGREEMENT. EVERSTREAM shall not be responsible for any losses or damages arising as a result of the unavailability of the "Service" including the inability to reach emergency services, the inability to contact a security system or remote medical or other monitoring service provider or any failure of fault relating to SUBSCRIBER equipment, facilities or "Services".

12.2 UNAUTHORIZED ACCESS

Except as otherwise provided in the AGREEMENT, neither EVERSTREAM nor its service supplies shall be liable for unauthorized access to SUBSCRIBER's transmission facilities or premise equipment or for unauthorized access to or alterations, theft or destruction of SUBSCRIBER's data files, programs procedures, or information through accident, fraudulent means or devices, or any other method. SUBSCRIBER understands that neither EVERSTREAM nor its service supplies are responsible for the content of the transmissions that may pass through the EVERSTREAM network connection, or related communication services. Neither EVERSTREAM nor its service supplier shall be liable for the accuracy or quality of information obtained or data transmitted through use of the EVERSTREAM network connection, or related services.

12.3 FORCED MAJEURE

Notwithstanding anything to the contrary in the AGREEMENT, a party shall have no liability to the other due to circumstances beyond its control including, but not limited to, acts of God, terrorism, flood, fiber cuts, natural disaster, regulation or governmental acts, fire, civil disturbance, weather, or any unauthorized access to or destruction or modification of the "Service", in whole or in part (each a "Force Majeure Event").

13.0 CONFIDENTIALITY

13.1 CONFIDENTIALITY OF MATERIALS

All materials including, but not limited (including related firmware), software data, and information provided by EVERSTREAM, and any know-how, methodologies or processes including but not limited to, all copyright, trademarks, patents, trade secrets, any other proprietary rights inherent therein and appurtenant thereto, used by EVERSTREAM to provide the "Service" (collectively "Everstream Materials") shall remain the sole and exclusive property of EVERSTREAM. Nothing herein is intended to convey any right or ownership interest to SUBSCRIBER or any other person or entity in or to such "Everstream Materials". SUBSCRIBER shall acquire no interest in the "Everstream Materials" by virtue

of the payments provided for under the AGREEMENT. SUBSCRIBER may use the "Everstream Materials" solely for SUBSCRIBER's use of the "Service" during any applicable order term and the may not be transferred by SUBSCRIBER to any other person, corporation, or entity expected as permitted by the AGREEMENT.

13.2 CONFIDENTIALITY OF INFORMATION

Any information and materials disclosed by or on behalf of SUBSCRIBER to EVERSTREAM in connection with this AGREEMENT that is reasonably considered to be confidential ("Confidential Information") should be kept in confidence and used by EVERSTREAM only for the purpose of this AGREEMENT. Unless required by court order, law or regulation, EVERSTREAM agrees not to disclose SUBSCRIBER's Confidential Information to third parties except as necessary for the performance of this AGREEMENT and under an agreement by which the third party is to be bound by the obligations of this confidentiality clause. This provision shall survive termination of this AGREEMENT.

13.3 CONFIDENTIALITY OF EVERSTREAM MATERIALS

SUBSCRIBER shall maintain in confidence, and not to disclose to third parties or use, except for such use as is expressly permitted in the AGREEMENT, the "Everstream Materials" and any other information and materials provided by EVERSTREAM in connection with the AGREEMENT, that are identified or marked as confidential or are otherwise reasonably understood to be confidential, including but not limited to the content of the AGREEMENT.

13.4 CONFIDENTIALITY OF SOFTWARE

If software is provided to SUBSCRIBER under the AGREEMENT, EVERSTREAM grants SUBSCRIBER a limited, non-exclusive and non-transferable license to use such software, in object code form only, solely for the purpose of using the ("Service") for SUBSCRIBER's internal business purposes during the term of the AGREEMENT.

14.0 AMENDMENTS

All changes or modifications to this Agreement shall be in writing and signed by both parties.

15.0 GOVERNING LAW

15.1 LICENSES

As between the parties, EVERSTREAM shall obtain and maintain at its own expense all licenses, approvals, and regulatory authority required by law with respect to EVERSTREAM's operation and provision of the "Services" as contemplated in the AGREEMENT, and SUBSCRIBER shall obtain and maintain at its own expense all licenses, approvals, and regulatory authority required by law with respect to SUBSCRIBER's use of the "Services" as contemplated in the AGREEMENT. Unless specified otherwise in the AGREEMENT each party shall give all notices, pay all fees, and comply with all laws, ordinances, rules, and regulations relating to its performance obligations specified in the AGREEMENT.

15.2 FEDERAL, STATE, AND LOCAL LAWS

The AGREEMENT, including the attachments and the "Service Orders" are subject to all applicable federal, state, or local laws and regulations in effect in the relevant jurisdictions in which EVERSTREAM provides the "Services". If any provision of the AGREEMENT, the attachments or the "Service Orders" contravene or are in conflict with any such law or regulation, then the terms of such law or regulations shall take priority over the relevant provision of the AGREEMENT, attachments, and/or "Service Orders". If the relevant law or regulation applies to some but not

all of the "Services" being provided under the AGREEMENT, then such law of regulation shall take priority over the relevant provision of the AGREEMENT, the attachments, and/ or "Service Orders" only for purposes of those "services" to which the law or regulation applies. Except as explicitly stated in the AGREEMENT, nothing contain in the AGREEMENT shall constitute a waiver by EVERSTREAM of any rights under applicable laws or regulations pertaining to the installation, operation, maintenance, of removal, of the "Services", facilities, or equipment.

16.0 DISPUTE RESOLUTION

EVERSTREAM and SUBSCRIBER agree to comply with all terms of this Agreement. Should a dispute arise between either party concerning breach of this Agreement, EVERSTREAM and SUBSCRIBER shall attempt to resolve the dispute informally within fifteen (15) days' notice. If the parties fail to resolve the dispute within such fifteen days, the parties may, by mutual agreement, refer the matter to mediation provided that such agreement is set forth in writing within an additional thirty (30) days of the original notice. The Courts of Ashtabula County shall retain exclusive jurisdiction to resolve any dispute between the parties to the extent in which the parties cannot resolve their disputes informally or by mediation.

17.0 ENTIRE AGREEMENT

The AGREEMENT, including without limitations all attachments, sets forth the entire agreement between parties with respect to the subject matter hereof and supersedes all previous written or oral agreements or representations between the parties with respect to such subject matters.

18.0 MISCELLANEOUS

18.1 ORDER OF PRECEDENCE AND CONFLICTS

Each "Service" shall be provisioned pursuant to the terms and conditions of the AGREEMENT. If documents referred to in this AGREEMENT conflict with one another (including conflicting contract expiration dates), they will prevail in the following order; (a) Applicable Addendum, Attachment, Service Order, (b) AGREEMENT.

18.2 SEVERABILITY: WAIVER

In the event that any portion of the AGREEMENT is held to be invalid or unenforceable, the invalid or unenforceable portion shall be construed in accordance with applicable law as nearly as possible to reflect the original intentions of the parties set forth in the AGREEMENT and the remained of the AGREEMENT shall remain in full force and effect. No waiver of any breach or default under the AGREEMENT shall be deemed to be a waiver of any preceding or subsequent breach or default. To be legally binding on either party, any waiver much be in writing.

18.3 ASSIGNMENT

SUBSCRIBER may not assign the AGREEMENT without the prior written consent of EVERSTREAM, except to a party that acquires all or substantially all of SUBSCRIBER's assets that agrees to fulfill SUBSCRIBER's obligations herein, and any assignment in violation of this section, shall be null and void. EVERSTREAM may assign its rights and obligations under the AGREEMENT including, without limitation, in whole or in part, to any affiliate without the prior written approval of or notice to SUBSCRIBER. SUBSCRIBER understands and

agrees that, regardless of any such assignment, the rights and obligations of EVERSTREAM in the AGREEMENT may accrue to, or be fulfilled by, any affiliate, as well as by EVERSTREAM and/or its subcontractors.

18.4 IMPLIED WAIVER

No implied waiver. If either party fails to enforce any right or remedy under this AGREEMENT, that failure is not a waiver of the right or remedy for any other breach or failure by the other party. No waiver of any right hereunder, or breach of, the AGREEMENT will be effective unless in writing and signed by an authorized representative of the party against whom the waiver is sought to be enforced.

18.5 THIRD PARTY BENEFICIARIES

There are no third-party beneficiaries to the AGREEMENT. The parties to the AGREEMENT are independent contractors.

19.0 NOTICES

Any notice under the AGREEMENT shall be given in writing and shall be deemed to have been given when actually received by the other party. Notices shall be delivered to SUBSCRIBER and EVERSTREAM at the respective addresses set forth below, or to such other address as provided by one party to the other in writing.

To EVERSTREAM: EVERSTREAM SOLUTIONS LLC
 Attention: General Counsel
 1228 Euclid Ave,
 Suite 250
 Cleveland, OH 44115

To ASHTABULA COUNTY: ASHTABULA COUNTY DATA BOARD
 25 West Jefferson Street
 Jefferson, OH 44047

20.0 COUNTER PARTS

The AGREEMENT may be executed in counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument. Facsimile and electronic signatures will be deemed to be original signatures for all purposes of this AGREEMENT.

21.0 SIGNATURE CLAUSE

The signatories hereto represent that they are authorized to enter into this Agreement on behalf of the party for whom they sign.

²⁴
ASHTABULA COUNTY DATA BOARD _____:

By:  Date: 12-19-23

Its: President

EVERSTREAM SOLUTIONS LLC

DocuSigned by:

Ken Fitzpatrick

By: _____ Date: 12/12/2023

Its: CEO

Exhibit A

Description of Basic Services

2.0 DESCRIPTION OF BASIC SERVICES

2.1 BASIC SERVICES

The basic services provided by EVERSTREAM to the SUBSCRIBER are:

- (a) Design and Installation. Assistance in the in the design, selections, and installation of the connection between the SUBSCRIBER network and the EVERSTREAM network.
- (b) Equipment Selection and Acquisition. Purchase, installation, maintenance, and operation of EVERSTREAM network Equipment at the SUBSCRIBER site(s) if required.
- (c) Maximum Guaranteed Bandwidth. A 1.5 Mbps to 10 Gbps connection (as specified by submitted "Service Order") between the SUBSCRIBER site and the EVERSTREAM network and (if contacted) the internet. The interface between this connection and the SUBSCRIBER's router consisted of a single-mode or multi-mode fiber or cooper 100/1000/10000 Mbps Ethernet connection, as agreed between the parties in "Service Order" (s). The connection value contracted for in the "Service Order" represents the minimum guaranteed bandwidth to be provided by EVERSTREAM.
- (d) IP Transport between each SUBSCRIBER site(s) and: (i) other Northeast Ohio SUBSCRIBER site(s) connected to the EVERSTREAM network as identified by the Subscriber and; (ii) Other Everstream Subscriber site(s) and "Service" as identified by SUBSCRIBER and; (iii) the internet (if contracted).
 - A bandwidth capped "Service" for internet access where EVERSTREAM may cap the bandwidth available at each SUBSCRIBER site to no less than the maximum of selected internet usage level from related new "Service Order".
 - EVERSTREAM calculates internet usage for each SUBSCRIBER by separately measuring input and output bandwidth usage at 5-minute intervals. The usage for a SUBSCRIBER is the value of the highest remaining sample after throwing out the top 5% of each category. The SUBSCRIBER's total usage is the sum of the usage for all SUBSCRIBER's sites.

2.2 NETWORK OPORTATIONS SUPPORT

- (a) Network Operations Center. EVERSTREAM shall use commercially reasonable efforts to provide the "Service" seven (7) days a week, twenty-four (24) hours a day, excluding scheduled maintenance, required repairs, and events beyond the PROVER's reasonable control.
- (b) Core NOC Functions. Core NOC Function includes the following; (i) Open "Service" tickets on all events, alarms, and report trouble items; (ii) Conduct fault investigation and identifications; (iii) Implement network repair and "Service" restoration, including maintenance and upgrades; (iv) Provision of remote logical "Service" reconfigurations; (v) Dispatch field technical "Service" to SUBSCRIBER locations as requested; (vi) Monitor and report on network

status and SUBSCRIBER connectivity status; (vii) "Service" levels outlined in Network Performance "Service" Levels Table.

2.3 SUBSCRIBER CONNECTIONS VIA 3RD PARTY TO THE EVERSTREAM NETWORK

At SUBSCRIBER's written request, EVERSTREAM, will provide to SUBSCRIBER, pricing for the installation and maintenance of a connections from an agreed upon SUBSCRIBER site to the EVERSTREAM network via a third party EVERSTREAM. SUBSCRIBER may elect in writing to have EVERSTREAM, on SUBSCRIBER's behalf, be responsible for procuring a connection between SUBSCRIBER's site and the EVERSTREAM network. Should SUBSCRIBER elect in writing to have EVERSTREAM procure a third-party connection, EVERSTREAM, will oversee the installation and maintenance of that connection on SUBSCRIBER's behalf, and will provide connection engineering and maintenance support during and after the installation of the connection. EVERSTREAM will provide routine and reasonable "Service" related to network interface planning, engineering, and consulting support in installing and configuring SUBSCRIBER's third-party connection to the EVERSTREAM network. Based on the parties' written AGREEMENT, SUBSCRIBER is directly responsible for the payment of all installation, recurring and non-recurring charges required to be paid to EVERSTREAM or third parties with respect to each SUBSCRIBER connection to the EVERSTREAM network. Payments for these services will be due when SUBSCRIBER orders the connection.

2.4 SUBSCRIBER CONNECTION VIA FIBER BUILD TO THE EVERSTREAM NETWORK

At SUBSCRIBER's written request, EVERSTREAM will provide to SUBSCRIBER, pricing for the installation and maintenance of a dedicated fiber connection from an agreed upon SUBSCRIBER site to the EVERSTREAM network. SUBSCRIBER may elect in writing to have EVERSTREAM, on SUBSCRIBER's behalf be responsible for procuring a dedicated fiber connection from the SUBSCRIBER site to the EVERSTREAM network. Should SUBSCRIBER elect in writing to have EVERSTREAM procure a dedicated fiber connection, EVERSTREAM will oversee the installation and maintenance of that connection on SUBSCRIBER's behalf, and will provide connection engineering and maintenance support during and after the installation of the connection. EVERSTREAM will provide routine and reasonable services related to network interface planning, engineering, and consulting support in installing and configuring the SUBSCRIBER's dedicated fiber connection to the EVERSTREAM network. Based on the parties written AGREEMENT, SUBSCRIBER is directly responsible for the payment of all installation, recurring and non-recurring charges required to be paid to EVERSTREAM, and third parties with respect to each SUBSCRIBER dedicated fiber connection to the EVERSTREAM network. Payments of these services will be due when SUBSCRIBER orders these connections.

2.5 OWNERSHIP OF CONNECTION

Any connection from the EVERSTREAM network up to the demarcation point becomes part of the EVERSTREAM network upon installation and SUBSCRIBER full payment. SUBSCRIBER has no ownership interest in the connection up to the demarcation point.

2.6 BANDWIDTH INCREASES AND ADDITIONAL SITES

At any time, SUBSCRIBER may elect in writing to increase the bandwidth of its connection to the EVERSTREAM network or the number of SUBSCRIBER sites connected to the EVERSTREAM network. As part of a "Service" upgrade,

SUBSCRIBER will use best efforts to cooperate with EVERSTREAM in coordinating the engineering, installation, testing, and production use of the new connection expect as provided elsewhere in this AGREEMENT. If the "Service" upgrade imposes different requirements for environmental conditions, supplemental equipment of similar items, SUBSCRIBER will have the option to comply with those requirements and acquire (either directly or through EVERSTREAM) the necessary equipment and pay any and all EVERSTREAM fees due under the respective new "Service Order", continue the AGREEMENT according to the original terms, or terminate the agreement.

2.7 EQUIPMENT RECOMMENDATIONS

SUBSCRIBER agrees to employ commercially reasonable efforts to house EVERSTREAM equipment in accordance to the "Environmental Recommendations" supplied by the EVERSTREAM. This includes the provisioning of power and space for equipment needed to operate connection at SUBSCRIBER site(s) to EVERSTREAM network.

Exhibit B

Fees for Services

4.0 FEES FOR SERVICES

4.1 FEES, EXPENSES, AND PAYMENT

For each "Service" SUBSCRIBER shall pay EVERSTREAM all recurring and non-recurring charges, fees, and taxes (collectively the "Service Charges") as set forth on the "Service Order" in accordance with the following payment terms: "Service Charges" shall be billed to SUBSCRIBER on a monthly basis commencing upon "Service" installation, and are payable within thirty (30) days after the date appearing on the applicable invoice. All payments hereunder will be made in U.S. dollars by electronic wire transfer to the bank account designated by EVERSTREAM from time to time or by company check. SUBSCRIBER must bring any billing error to EVERSTREAM's attention within thirty (30) days after the date appearing on the applicable invoice or SUBSCRIBER waives its right to a refund or credit associated with such billing error. EVERSTREAM shall not defer any charges will SUBSCRIBER awaits reimbursement, subsidy, discount, or credit from any third party or government entity, and SUBSCRIBER shall have the obligation to pay all charges regardless of the status of any such reimbursement, subsidy, discount, or credit. EVERSTREAM shall have the right to increase "Service Charges" for each "Service" after the initial order term for such "Service" upon thirty (30) days written notice to SUBSCRIBER. EVERSTREAM may charge late fee for any amounts which are not paid when due. The late fee shall be the lesser of one and one-half percent (1.5%) per month or the highest rate chargeable by law. SUBSCRIBER shall also be responsible for all costs of collection (including reasonable attorney's fees) to collect overdue amounts. If EVERSTREAM at any time has reasonable concern about security or timeliness of payments, it may suspend the "Services" and/or the rights granted hereunder until receipt of payment. If EVERSTREAM fails to present a charge in a timely manner, such failure shall not constitute a waiver of the charges for the fees to which it relates, and SUBSCRIBER shall pay such invoice in accordance with these payment terms.

4.2 BILLING OF NEW CIRCUIT

Billing of new circuit begins on the completion notice date.

4.3 SERVICE CREDIT

In the event of a network outage or disruption that is caused in whole or in part by the negligence or willful misconduct of SUBSCRIBER, SUBSCRIBER shall not be entitled to receive a credit. In all other cases, excluding maintenance or upgrade "Services" scheduled with SUBSCRIBER and those pursuant to a "Force Majeure Event", SUBSCRIBER is entitled to receive a credit against the amount invoice for "Service" provided during the month in with the network outage occurred. Credit are available on a per-outage basis, subject to a maximum credit of 50% of any recurring basic service fees paid to EVERSTREAM (prorated on a monthly basis) in any given calendar month. There service credits are the sole remedy available to SUBSCRIBER for service disruption or suspension of any kind whatsoever. For an instance of network outage 1 Hour or less, a credit against the appropriate

month's service of 0% is applied. For an instance of network outage between 1 and 8 Hours, a credit against the appropriate month's service of 25% is applied. For an instance of network outage great than or equal to 8 Hours, a credit against the appropriate month's service of 50% is applied.

4.4 FEE DETERMINATION

SUBSCRIBER acknowledges that currently, and from time to time, there is uncertainty about the regulatory classification and/or treatment of some of the "Services" EVERSTREAM provides and, consequently, uncertainty about what fees, taxes, and surcharges are due from EVERSTREAM and/or its subscriber. SUBSCRIBER agrees that EVERSTREAM has the right to determine, in its sole discretion, what fees taxes, and surcharges are due and to collect and remit them to the relevant governmental authorities, and/or to pay and pass them through to SUBSCRIBER. SUBSCRIBER hereby waives any claims it may have regarding EVERSTREAM's collection or remittance of such fees, taxes, and surcharges that EVERSTREAM currently collects or passes through by writing to EVERSTREAM at the following address requesting same: EVERSTREAM, 800 West St. Clair, Second Floor, Cleveland, Ohio, 44113; Attention: Subscriber Tax Inquiries.

ASHTABULA COUNTY SOFTWARE SERVICES ADDENDUM

This Addendum is hereby incorporated into the Agreement (the "Agreement") between Ashtabula County ^{LLC} ~~Data Board~~ (the "County") and Everstream Solutions LLC (the "Vendor") dated 12/12/2023. Whereas, to the extent that the Services include computer software programs licensed by Vendor or the Vendor has access to County Data as defined below, the parties agree to the additional terms and conditions as set forth below. In the case of any conflict or ambiguity between the terms of this Addendum and the terms in the Agreement, the terms of this Addendum shall take precedence.

A. REPRESENTATIONS AND WARRANTIES

1. Vendor represents that it has sufficient training, expertise, staffing and experience to professionally provide the services as delineated in the Agreement and any exhibits attached thereto.
2. Vendor represents and warrants to County that neither Vendor, in connection with performing the services in performance of this Contract, nor the completed product delivered by Vendor, will infringe any patent, copyright, trademark, trade secret or other proprietary right of any person. Vendor further represents and warrants to County that it will not use any trade secrets or confidential or proprietary information owned by any third party in performing the services related to this Contract or in delivery of the completed product unless Vendor has the authority to license, use or provide those trade secrets or confidential or proprietary information to County. Vendor further represents and warrants to County that neither Vendor nor any other company or individual performing services pursuant to this Contract is under any obligation to assign or give any work done under this Contract to any third party.

B. INTELLECTUAL PROPERTY INFRINGEMENT

1. Vendor, at its own expense, shall defend and indemnify County against claims that products furnished under this Contract infringe a United States patent or copyright or misappropriate trade secrets protected under United States law.
2. As to any product which is subject to a claim of infringement or misappropriation, Vendor may (a) obtain the right of continued use of the product for County or (b) replace or modify the product to avoid the claim. If neither alternative is available on commercially reasonable terms then, at the request of Vendor, any applicable Software license and its charges will end, County will stop using the product, and will return the product to Vendor. Upon return of the product, Vendor will give County a credit for the price paid to Vendor, less a reasonable offset for use and obsolescence.

C. INSURANCE

Vendor shall secure and maintain Cyber Liability and Security Insurance or equivalent insurance product(s), with minimum liability limits of not less than \$5,000,000 and first party limits of not less than \$1,000,000, that will provide, without cost to the Vendor or County, an immediate response in the event of a data breach, including meeting all notification obligations of Vendor and County and, in the event the Data Breach involves personal information as defined by Chapter 1347 of the Ohio Revised Code, provide free credit monitoring for any affected individual for a minimum period of one year.

D. CONFIDENTIALITY

1. Either Party who discloses Confidential Information, as defined herein, is a “Disclosing Party” for purposes of this Article, and either Party who receives such Confidential Information is a “Receiving Party” for purposes of this Article. “Confidential Information” means inventions, ideas, intellectual property, formulae, patterns, compilations, programs, methods, techniques, processes, data, designs, algorithms, source code, object code, research plans, business plans, financial forecasts, business opportunities, pricing lists, customer lists, personnel lists, financial statements, and similar information, whether written or oral, that generally is not known to the public and is the subject of reasonable efforts to maintain its secrecy. Notwithstanding the foregoing, Confidential Information shall not include information that (a) is or becomes generally available to the public other than as a result of disclosure thereof by the Receiving Party, (b) is or becomes available to the Receiving Party on a non-confidential basis from a source (other than the Disclosing Party) which is not prohibited from disclosing such Confidential Information to the Receiving Party by a legal, contractual or fiduciary obligation to the Disclosing Party, (c) Receiving Party can demonstrate is independently developed by Receiving Party without use, directly or indirectly, of any Confidential Information, or (d) is required to be disclosed by law, including under O.R.C. Chapter 149, or by valid court order.
2. Confidential Information furnished directly or indirectly by the Disclosing Party to the Receiving Party or to any directors, officers, employees, agents, attorneys, accountants, advisors, affiliates, and other representatives and potential financing sources of the Receiving Party (collectively, “Representatives”), whether obtained by or furnished to the Receiving Party prior, contemporaneously, or subsequent to the Effective Date, shall be kept confidential and shall not, without the Disclosing Party's express prior written consent, be disclosed by the Receiving Party or its Representatives in any manner whatsoever, in whole or in part, and shall not be used by the Receiving Party or its Representatives other than in connection with this Agreement. Each party agrees to reveal the Confidential Information only to its Representatives who need to know the Confidential Information for the purpose of this Agreement, who are informed of the confidential nature of the Confidential

Information and who agree to act in accordance with the terms and conditions of this Agreement.

3. In the event the Receiving Party or any party to which it transmits the Confidential Information pursuant to this Agreement becomes legally compelled to disclose any of the Confidential Information, the Receiving Party shall provide the Disclosing Party with prompt notice so that the Disclosing Party may seek a protective order or other appropriate remedy. In the event that such protective order or other remedy is not obtained, the Receiving Party shall furnish only that portion of the Confidential Information which it is advised by written opinion of counsel is legally required, and the Receiving Party shall exercise reasonable efforts to obtain reliable assurance that confidential treatment will be accorded the Confidential Information.
4. Each party acknowledges and agrees that, given the nature of the Confidential Information, money damages would not be a sufficient remedy for any breach of this Article, and that, in addition to all other remedies, the aggrieved party shall be entitled to specific performance and injunctive or other equitable relief as a remedy for any such breach.

E. PUBLIC RECORDS

By entering into the Agreement, Vendor acknowledges and understands that records maintained by Vendor pursuant to the Agreement may be deemed public records and subject to disclosure under Ohio law. Vendor agrees to comply with Ohio Revised Code Chapter 149 and all public record laws and shall be responsible for any and all costs related to disclosing public records in its possession. Vendor further agrees that it will not in any manner interfere with County's access to any County public records, court records, data, or information in Vendor's possession or under Vendor's control. Vendor shall ensure that any software or hardware it owns, maintains, distributes, licenses, or in any manner controls or is utilized to access County public records, court records, information, or data will house or be able to be utilized in such a manner that ensures County's accessibility and readability to such public records, court records, information, and data before and after the term of the Agreement. Vendor agrees that it will not take any action or refrain from any action that corrupts, destroys, interferes with, or in any way limits County's ability to utilize any County public records, court records, data, or information during or after the term of the Agreement. Vendor acknowledges that taking or refraining from any action that in any way prevents, harms, or limits County's ability to access or utilize County public records, court records, data, or information is a material breach of the Agreement and a violation of Ohio law. Vendor shall transfer a copy of all electronically formatted County public records, court records, data, and information in its possession, under its control, or kept on any software or hardware it maintains, distributes, or licenses to County in a format suitable to for use by County, as determined by County, within ten (10) days after termination of the Agreement unless an alternative

time period or arrangement for such transfer is agreed upon by the Parties in writing and formally executed as an amendment to the Agreement. Vendor or its agents and assigns shall be responsible for the cost of the aforementioned transfer of public records, court records, information, and data to the County.

F. DATA SECURITY

Vendor shall implement and maintain all appropriate administrative, physical, technical and procedural safeguards at all times during the term of this Contract to secure any County Data (which shall be defined as “any information provided to, or collected, generated, stored, or processed by the system, including user identification information and metadata which may contain such information or from which such information may be ascertainable”) from any access, destruction, loss, theft, use, modification or disclosure of data by an unauthorized party or that is in violation of Agreement terms and/or applicable state or federal law (a “Data Breach”), and protect the data from hacks, introduction of viruses, disabling devices, malware and other forms of malicious or inadvertent acts that can disrupt the County access to its data, Vendor shall quarantine the Data Breach, ensure secure access to data, and repair the Services as needed in accordance with the Contract Documents. Failure to do so may result in the County exercising its options for assessing damages or other remedies under this Agreement. Upon discovery or reasonable belief of any Data Breach, Vendor shall provide notice, by phone and through electronic mail, to County within the lesser of twelve (12) hours or the timeframe required by applicable laws and regulations after Vendor reasonably believes there has been such a Data Breach. To the extent known at the time of notification, Vendor’s notice shall include:

- (a) The nature of the Data Breach;
- (b) The Data accessed, used or disclosed;
- (c) The person(s) who accessed, used, disclosed and/or received Data (if known);
- (d) What Vendor has done or will do to quarantine and mitigate the Data Breach; and
- (e) What corrective action Vendor has taken or will take to prevent future Data Breaches.

Vendor shall conduct an investigation of the Data Breach and shall share the report of the investigation with the County. The County and/or its authorized agents shall have the right to lead (if required by law) or participate in the investigation. Vendor shall cooperate fully with the County, its agents and law enforcement.

G. RIGHTS TO DATA

The parties agree that as between them, all rights, including all intellectual property rights, in and to Data shall remain the exclusive property of the County, and Vendor has a limited, non-exclusive license to access and use the Data as provided to Vendor solely for performing its obligations under the Contract. Nothing herein shall be construed to confer

any license or right to the Data, including user tracking and exception Data within the system, by implication, estoppel or otherwise, under copyright or other intellectual property rights, to any third party. Unauthorized use of Data by Vendor or third parties is prohibited. For the purposes of this requirement, the phrase "unauthorized use" means the data mining or processing of data, stored or transmitted by the service, for unrelated commercial purposes, advertising or advertising-related purposes, or for any other purpose other than security or service delivery analysis that is not explicitly authorized. County shall have the ability to export Data in partial or in entirety at its discretion without interference from the Vendor. This includes the ability for the County to export data to other service providers.

Upon expiration or termination of the Agreement for any reason, Vendor agrees to provide County with a copy of County's data files, in a format determined by County, and within forty-five (45) days unless otherwise determined by County. After written notification to Vendor of verified inspection of the returned data by County, Vendor will make commercially reasonable efforts to destroy any County data under Vendor control, including County data stored at any off site back-up facility. Vendor shall provide County with a certification of destruction within an additional forty-five (45) days of notification of the verified inspection of the returned data.

Agreed upon and accepted by:

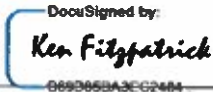
Ashtabula County Data Board:

By:  _____

Date: 12-19-23

Its: President _____

Everstream Solutions LLC:

By:  _____
069D05BA3CC2404

Date: 12/12/2023

Its: CEO _____

10/12 AT 11:00 A.M.

There was a meeting regarding the Imagination Library.

2 requests-

1) how to reach those who children who are not aware or in the program

2) funding assistance- annual cost of \$40,000 for Community Action – roughly \$3,000 a month

Ashtabula County serves 3,000 children

Kimberly Monroe, Missy Timko, Meghan Stell – email

Set a stakeholder meeting within the next few weeks.

Assistance in how to reach the families who do not go to the library, or attend pre-school. Looking for ideas, different initiatives or programs, medical personnel, police officers, foodbank, etc. Let Kimberly and Meghan aware. Refer to Kimberly and they will reach out. Hard to reach opportunities. County Health Dept. interested in reaching some amish community. The county to host a stakeholder meeting, community action provide materials a short presentation. Cost Community Action to provide \$2.20 per child per book. \$26 per year for enrolled children. Almost 3,000 children cost roughly \$40,000 per year for Community Action. This is cut in half by the Ohio General Assembly. They are looking for supporters. Get ahold of Patrick, Scott, Dr. Brockway, Barb Klingensmith. Do a different one and reach out to James Mayer, have him coordinate thru workforce development – starting kids young. Contact Jeff Orloff at Spire too. They are working with Educational Service Center.

There is a study from 2019 about the economic impact.

There are no fundraising events planned, they get small donations. \$11,000 in the hole for 2023. Donations specifically for the Imagination Library. Making sustainable but also increasing the funding.

The book label can state “this months book was sponsored by xxxx” Roughly \$3,000 for a monthly sponsorship. They have Dolly Parton cut-outs for visual.

Montrose

Greg Sweet

Pat Martuccio

Cities looped in at some point.

Put together the first stakeholder meeting,


“Sponsor a book for a month”

Signature Page

Agreement Title: Data Board Everstream Internet Connection

- MSA
- Data Addendum
- Service Order

Approved as to Legal Form Only:

By: 

Colleen M. O'Toole,
Ashtabula County Prosecutor

Contact: Lisa Hawkins, Clerk

Dated: 11/27, 2023