



Onix Networking GSA Customer Agreement

Google Apps and Google Security and Compliance (Postini)

This Agreement, including all Exhibits attached hereto or referenced herein, (the "Agreement") is entered into by and between Onix Networking Corporation, an Ohio corporation, with offices at 26931 Detroit Road, Westlake, Ohio 44145 ("Onix") and [redacted], with offices located at [redacted], hereinafter referred to as ("Customer"). Onix and [redacted] are sometimes referred to collectively herein as the "Parties" and individually as a "Party." This Agreement is effective as of the date signed by both parties (the "Effective Date").

WHEREAS, Onix is an authorized Google Apps and Google Security and Compliance ("Postini") Reseller; and Customer wishes to license Google Apps and/or Postini via GSA Schedule GS-35F-5519H;

NOW, THEREFORE, Onix and Customer hereby agree as follows:

- 1. User Licenses. "User Licenses" means the Google hosted services currently known as "Google Apps Premier Edition" and/or "Postini" (as the services may be renamed from time to time) provided by Google and used by Customer under this agreement.
1.1. "Users" mean employees of Customer authorized by Customer to access the User Licenses. User Licenses are sold by Onix on a per User, per year basis. "User License Fees" are the fees charged by Onix per User, multiplied by the number of Users as specified in the Onix Networking Services Schedule (Exhibit A).
1.2. User Licenses will be delivered to Customer in electronic format. The User Licenses shall be deemed accepted by Customer upon provisioning of the Customer domain with the specified number of User Licenses, or upon the Effective Date of this Agreement, whichever occurs first.
1.3. Customer agrees to comply with the terms and conditions of the Acceptable Use Policy ("AUP") as published or posted on the website at http://www.google.com/a/help/intl/en/admins/use_policy.html and as may be periodically amended.
2. Google Apps License. Upon first login to Google Apps service, Customer will be required to accept "Google Apps Premier Edition Via Reseller Agreement" located at: http://www.google.com/apps/intl/en/terms/reseller_premier_terms.html.
3. Google Security and Compliance (Postini) License ("Services"). Customer agrees to comply with the terms and conditions contained in Exhibit B when Google Security and Compliance (Postini) Licenses are purchased as specified in the Onix Networking Services Schedule (Exhibit A).
4. Professional Services. "Professional Services" means the Google Apps and Postini professional services and training provided by Onix as specified in the Onix Networking Services Schedule (Exhibit A). Onix will provide to Customer each Professional Service specified in the Onix Networking Services Schedule.
5. Term. The initial term of this Agreement shall be twelve (12) months beginning on the Effective Date (the "Initial Term"). Thereafter, this Agreement shall be renewed automatically for consecutive renewal terms of twelve (12) months (such renewal terms together with the Initial Term, the "Term"), unless terminated by either party (effective as of the end of the then current term) by written notice thirty (30) days prior to the end of the applicable Term.
6. Fees and Billing. Onix will bill Customer for the User License Fees and Professional Services (the "Total Fees") as specified in the Onix Networking Services Schedule on or after the Effective Date.
6.1. All User Licenses Fees are binding and final as of the Effective Date. All User License Fees are non-refundable for any Term.
6.2. Total Fees are due thirty (30) days from the effective date. All payment due are in U.S. dollars. Customer is responsible for any and all applicable U.S. taxes (other than Onix's income tax) associated with the Total Fees.
6.3. Onix may revise its fees (including, but not limited to the User License Fee) with at least thirty (30) days prior written notice to Customer, effective for the following term.
7. Force Majeure. Onix shall not be liable for inadequate performance of its obligations under the Agreement to the extent caused by a circumstance beyond its reasonable control, including, without limitation, Domain Name Server issues outside its direct control, labor strikes or shortages, riots, insurrection, fires, flood, storm, explosions, acts of God, war, terrorism, governmental action, labor conditions, earthquakes and material shortages.

By signing below the parties acknowledge that they have received, understood and agreed to, in a legally binding manner, all components of the Agreement.

Customer:
Signature [Handwritten Signature]
Print Name Roger Harmon
Title County Judge
Date 11-14-11

Onix Networking Corp.
Signature [Handwritten Signature]
Print Name TIMOTHY S. NEEDLES
Title PRESIDENT & CEO
Date DECEMBER 10, 2010

Exhibit A Onix Networking Services Schedule

Date		Customer	
Billing Information		Customer Contact Information	
Name		Name	
Address		Address	
Telephone		Telephone	
Email		Email	
Activation Email		Contract Term	
Domain Name		Onix Rep	

User Licenses			
Description	(Annual) Unit Price	# Users/Mailboxes	(Annual) Total
Total User License Fees			

Provisional Items			
Description	Price	Quantity	Total
Total Services Fees			
Total User License & Services Fees			

Notes:

Exhibit B

Google Security and Compliance (Postini) License ("Services") Terms

1. Customer is and will remain solely responsible for complying with all laws, rules and regulations regarding the management and administration of its electronic messaging system. Customer acknowledges and agrees that Onix's and its supplier's responsibilities and liability do not extend to the internal management or administration of Customer's electronic messaging system or messages and that Onix and its supplier is merely a data-processor.
2. Customer will establish an email account in Google's identity management systems for each End User for which Customer will be routing email or archiving email, if any, through the Google system.
3. "Overage Charge" means, where the number of destination email boxes for which a Customer enabled and/or actually routed messages through Google's system during the preceding calendar month exceeds the quantity entered on the Onix Networking Services Schedule ("Excess Mailboxes"), the amount calculated by multiplying (A) the Excess Mailboxes by (B) 1/12 of the User License Fee per mailbox. Customer is responsible for all Overage Charges. Overage Charges, if any, will be invoiced monthly in arrears and are due upon receipt of invoice.
4. Customer agrees that it shall not resell the Services or create or offer derivative versions of the Services either directly or through a third party.
5. If the Services contain archiving functionality: (a) Google will retain the Customer emails subject to the Services for up to the period contained in the name of the Services, as set forth in Exhibit A; but only if (b) Customer renews the applicable Services with Onix for each year of the retention period. The retention period will apply to all data archived under the Services. Customer's failure to renew the applicable Services during the retention period will terminate any obligation of Onix or Google to retain Customer's corresponding emails or indexes.
6. Customer may only purchase Google Message Encryption if Customer is also purchasing Google Message Security or Google Message Discovery. Google Message Encryption Services are for use with normal business messaging traffic only and may not be used for any other purpose, including use of the services with machine generated message encryption and delivery.
7. If Customer is purchasing the Email Processing Services, then Onix warrants that the Email Processing Services will meet the requirements set forth in the Service Level Agreement below.

Service Level Agreement

1. **Service Availability Commitment.** The Email Processing Services shall be operational at least 99.999% of the time in any given month during the term of the Agreement. The "Operational Percentage" means the percentage of the total time during any given month that the Email Processing Services are not subject to an Outage. An outage ("Outage") means that Provider fails to apply filtering in accordance with Customer's configuration selection. Outage does not include service suspension (i) for reasons outside of Provider's sphere of control (as described in Section 4 of this SLA) or (ii) during times of maintenance (as described in Section 5 of this SLA). If a dispute arises about whether or not an Outage occurred, Provider shall make a determination in good faith based on its system logs, monitoring reports and configuration records, which Provider shall make available for auditing by Customer at Customer's request. The "Outage Percentage" means the total duration of an Outage during a given month divided by the total time during such month.
2. **Outage Reporting Process.** Customer must inform Provider's Customer Support Department in writing or by email within ten (10) business days of the time it first notices an Outage or first believes that there has been an Outage. Failure to comply with this requirement will forfeit Customer's right to receive a remedy for the Outage as described in Section 3 of this SLA.
3. **Remedy.** If the Operational Percentage is less than 99.999%, and if Customer has fulfilled all of its obligations under the Agreement and none of the exceptions in Section 4 of this SLA applies, Customer shall have the following sole and exclusive remedy: Onix will provide Customer with a pro-rata credit on Customer's Email Processing Services fee for the month in which the Outage occurred. The pro-rata credit shall be calculated by multiplying the Outage Percentage with Customer's total monthly Email Processing Services fee to Onix in the month during which the Outage occurred. Furthermore, if Customer experiences one (1) or more Outage in each of three (3) consecutive calendar months and/or three (3) or more Outages in any period of thirty (30) consecutive days, Customer can terminate the Contract for cause upon thirty (30) days prior written notice.
4. **Exceptions.** Customer shall not have any remedies under the Agreement, including this SLA, in connection with any circumstance addressed in Section 7, "Force Majeure" of the Services Contract.
5. **Maintenance.** To ensure optimal performance of the Services, Provider reserves the right to perform unscheduled emergency maintenance at any time. Additionally, Provider reserves the right to perform scheduled maintenance that is designed not to impact the Services at any time. Provider will make all reasonable attempts to schedule maintenance events that are expected to have an impact on the Services between 10:00 p.m. Pacific Time on Fridays and 12:00 p.m. Pacific Time on Sundays.