

**CONTRACTUAL AGREEMENT  
FOR  
SOLAR-POWERED INTELLIGENT WASTE & RECYCLING RECEPTACLES  
FOR IOWA STATE UNIVERSITY**

This Contractual Agreement for Solar-Powered Waste and Recycling Receptacle goods and services for Iowa State University (hereafter referred to as "Contract" or "Agreement") for Iowa State University, (hereafter referred to as "ISU") is made and entered into March 27, 2015, by and between Iowa State University and Big Belly Solar, Inc. ("Bigbelly") (hereafter referred to as "**Company**").

**IN CONSIDERATION OF** the mutual promises and covenants contained herein, the University and Company agree that this Agreement forms a binding contractual obligation to provide the goods and services referenced herein. If issues arise that are not covered in this Agreement, then RFP 62957 (as originally issued), and Company response to RFP 62957, including any clarification(s) and/or letter(s) (the Bid Documents) will form the basis for the resolution of those issues. In case of conflict between this Agreement and the Bid Documents, this Contractual Agreement will govern.

1. **General.** Company agrees to provide Solar-Powered Waste and Recycling Receptacle goods and services to Iowa State University.
2. **Pricing.** Pricing will be firm for the first 365 days of the contract. After the first term, pricing may be reviewed on an annual basis. All requested price increases must be submitted in writing to ISU Purchasing at least 30 days before the beginning of the next term. Refer to *Section I* for pricing structure.
3. **Agencies.** Iowa State University, the University of Iowa, the University of Northern Iowa, The Iowa Department of Transportation, the State of Iowa Department of Administrative Services, other government agencies in Iowa and municipalities will have access to contract pricing established from RFP 62957.
4. **Contract Term.** The Contract shall commence upon completion of a signed agreement, and continue through June 30, 2019, with the option to renew three (3) additional 1-year periods upon written mutual agreement. The renewal period and use of contract will be based on successful performance reviews, sufficient funds, and ISU's continued need for Solar-Powered Waste and Recycling Receptacle goods and services.
5. **Dispute Resolution.** In the event that issues arise of a nature that are not specifically addressed in the Agreement or the Bid Documents, Company and University shall seek a mutually agreeable solution. University's Purchasing Department will be responsible for contractual issues related to this Agreement.
6. **Contract Administrators:**

Iowa State University:

Kelly Freel, Purchasing  
Purchasing Agent IV  
3616 Administrative Services Bldg.  
Ames, IA 50011-3616  
(515) 294-9918  
kmfreel@iastate.edu

Big Belly Solar, Inc.:

Jim Lyons  
Strategic Account Director  
85 Wells Ave., Suite 305  
Newton, MA 02459  
Office: (617) 340-6389  
Cell: 847-858-7802  
jlyons@bigbelly.com

**SECTION I**  
**SCOPE OF GOODS AND SERVICES**

1. **Overview.** Company agrees to provide Solar-Powered Waste and Recycling Receptacle goods and services as specified by ISU.

- Leek proof and made out of durable material
- Exterior finish that can with stand outdoor conditions
- Dent and scratch resistant
- Cordless, self-powered with no external wiring
- Anchoring system
- Spill-proof
- Internal back-up battery
- ADA compliant
- 150-gallon capacity
- Compaction force of greater than or equal to 1250 lbs.
- Ability to lock front debris removal door
- Separate keyed service access
- Wireless notifications when receptacle ¼ full, ½ full, ¾ full, etc.
- Color and wrap options
- ADA compliant
- Meets ANSI standards

2. **Pricing and Warranty.** The following tables provide proposed program offerings, pricing comparison and additional ongoing cost information. The Bigbelly Fleet Management Program (Option 1) and the Bigbelly Subscription Service Program (Option 2) are provided as separately priced program options.

	5 Year Fleet Management Program	Price Per Station	Ongoing Costs Begin in Year 6
<b>Option 1</b>	<b>Bigbelly Single Station, including:</b>	\$4,270.00	\$342.00
	Installation		2-Year Extended CLEAN Software Package
	5 year warranty		
	5 years CLEAN Management Software		
	Custom wrap (optional)	\$395.00	
	<b>Bigbelly Double Station, including:</b>	\$5,950.00	\$456.00
	Installation		2-Year Extended CLEAN Software Package
	5 year warranty		
	5 years CLEAN Management Software		
	Custom wrap (optional)	\$650.00	
	<b>Bigbelly Duo Station, including:</b>	\$7,900.00	\$456.00
	Installation		2-Year Extended CLEAN Software Package
	5 year warranty		
	5 years CLEAN Management Software		
Custom wrap (optional)	\$650.00		

**Notes:**

1. **No minimum purchase applies to Option 1 or Option 2.**
2. **A variety of customer configurations can be designed and quoted based on identified customer requirements (Please reference attached Option 1 and Option 2 Pricing Addendum for a list of available accessories and consumables).**
3. **Bigbelly's current commercial price list outlines a variety of accessories, supplies and services. For a custom quote, please contact the Bigbelly representative on page 1.**
4. **Detailed purchase options and warranty terms contained in Exhibit I.**
5. **Detailed specifications and drawings contained in Exhibit II.**

	Subscription Service Program 24 Month Initial Term (renewable)	Monthly Rate Per Station	Renewable Monthly Costs Begin in Year 3
Option 2	<b>Bigbelly Single Station, including:</b>	\$80.00	\$80.00
	Installation and shipping		
	2 Year Warranty		
	2 Years CLEAN Management		
	Software		
	Custom wrap (optional)	\$395.00	
	<b>Bigbelly Double Station, including:</b>	\$120.00	\$120.00
	Installation and shipping		
	2 Year Warranty		
	2 Years CLEAN Management		
	Software		
	Custom wrap (optional)	\$650.00	
<b>Bigbelly Duo Station, including:</b>	\$145.00	\$145.00	
Installation and shipping			
2 Year Warranty			
2 Years CLEAN Management			
Software			
Custom wrap (optional)	\$650.00		

3. **Ordering Process.** Each Agency will be responsible for issuing their own contractual purchase orders to Company. Company shall provide an email order acknowledgement to the requestor indicating the shipment time. Each resulting purchase order electing Option 2 Bigbelly Subscription Service Program will require an individual scope of supply as provided for in the Subscription Service Agreement, and will be subject to the Subscription Service Agreement Terms and Conditions attached herein as Exhibit III.
  
4. **Shipping.** As of the date of this contract, Bigbelly products are manufactured in and shipped from our contract manufacturer located in Auburn Hills, Michigan. All shipments to Iowa State University and other Iowa locations will originate from our contract manufacturer using the most efficient shipping method available from our carriers. Shipping time is established upon acceptance of order, and is typically 2-3 weeks ARO. Larger and custom deployments may require additional time to ship. Shipping charges will be invoiced to ISU, and/or Agencies as a separate line item.  
  
Warranty terms allow for return of damaged, defective products for repair or replacement. Please see Company warranty terms in Exhibit I.
  
5. **Trade-in Value or Refurbish Options.** Bigbelly products are manufactured in and shipped from our contract manufacturer. New Bigbelly stations have an expected lifecycle of 8-10 years. Upon request, Bigbelly will work with ISU and its requesting Agencies to evaluate stations for upgrade, refurbishment, repair or replacement on a case-by-case basis and provide a customized quote, which may include trade-in options at Bigbelly's discretion.
  
6. **Escalation.** On a 48-month basis, the maximum annual increase will be no more than 5% per year.
  
7. **Reporting.** Company must report annual sales numbers to requesting Agency and to lead Agency (ISU) relative to the contract. Reports should indicate total orders; average order size; products purchased; and total sales at minimum.

8. **Green Practices.** Company will make every effort to manufacture and ship products using green practices. Bigbelly stations are packaged and manufactured using recycled and recyclable material. Deployments are carefully planned to maximize shipping efficiencies, using full truck loads whenever possible.
9. **Auditing.** Company will work with ISU or Agencies to establish an auditing procedure to analyze contract pricing.

**SECTION II**  
**TERMS AND CONDITIONS OF THE CONTRACT**

1. **Definitions**

**The University** The University is Iowa State University (ISU). The term University means the University or the University's authorized representative.

**Agencies** Iowa State University, the University of Iowa, the University of Northern Iowa, The Iowa Department of Transportation, the State of Iowa Department of Administrative Services, other government agencies in Iowa and municipalities.

**The Company** The Company is the person or organization to which the University will issue a purchase order, when/if award of this Request for Quote is made. The term Company means the Company or the Company's authorized representative.

2. **Assignment.** The obligations of this contract may not be assigned, or transferred by either party without the prior written consent of the other party, of which shall not be unreasonably withheld.

3. **Non-appropriation of Funds.** Notwithstanding other provisions of any award resulting from this RFP, if funds anticipated for the fulfillment of this agreement are at any time not forthcoming or insufficient, either through the failure of the Iowa Legislature or the federal government to provide funds or the program under which funds were provided is altered, then Agencies shall have the right to terminate this agreement without penalty by giving not less than thirty (30) days written notice documenting the lack of funding or program change.

4. **Immunity from Liability.** Every person who is a party to this Agreement is hereby notified and agrees that the Agencies, and its agents, successors, and assigns are immune from liability and suit for or from Company's activities involving third parties and arising from this Agreement.

5. **Indemnification.** Contractor shall defend, indemnify and hold harmless the "State of Iowa", the "Board of Regents, State of Iowa", and "Iowa State University", its agents and employees from and against all claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from (A) the material non-performance, non-compliance or breach with the terms and obligations of this Agreement or (B) bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property, including the loss of use resulting there from caused in whole or in part by any negligent act or omission of the Contractor or Subcontractor, or anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity, which would otherwise exist as to any party or person.

In any and all claims against Iowa State University, the State of Iowa, or the Board of Regents, State of Iowa, or any of these parties' employees, agents, successors, and assigns, by any employee of the Contractor or its Subcontractors, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the Contractor's indemnification obligation shall not be limited in any way by any definition or boundary on the amount or type of damages, compensation or benefits payable by or for the Contractor or any Subcontractor under worker's compensation, disability benefits or other employee benefit acts.

6. **Code of Fair Practice.** Company shall not discriminate against any employee or applicant for employment because of race, color, religion, sexual orientation, gender identification, marital status, national origin, sex, age, or physical or mental disability, or status as a US veteran. Company shall take affirmative action to ensure that applicants are employed and that the employees are treated during employment without regard to their race, creed, color,

religion, national origin, sex, age, or physical or mental disability or status as a Vietnam-era/disabled veteran, except where it relates to a bona fide occupational qualification. Such action shall include but not be limited to the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or terminations; rates of pay or other forms of compensation; and selection for training, including apprenticeship. If applicable to this agreement, Company shall comply with the provisions of Federal Executive Order 11246 as amended by Executive Order 11375. In the event of Company's non-compliance with this section or with any of the aforesaid regulations, this contract may be canceled, terminated or suspended in whole or in part, without penalty to the Board of Regents, State of Iowa, the University, the State of Iowa, or Agencies and Company may be declared ineligible for further contracts with Board of Regents, State of Iowa, institutions.

7. **Amendments to the Agreement.** This Agreement shall not be changed, modified, altered, or amended in any respect without the mutual consent of the parties hereto, which consent shall be evidenced by a written amendment to the Agreement executed by both parties.
8. **Laws.** Terms and provisions of this Agreement shall be construed in accordance with the laws of the State of Iowa, and any and all litigation or actions commenced in connection with this Agreement shall be instituted in the appropriate courts in the State of Iowa.
9. **Advertising.** Company shall not use or reference the name of Iowa State University, or Agencies as a part of any commercial advertising without prior written approval of the Agencies central administration and its Trademark and Licensing Office.
10. **Taxes.** The Agencies are exempt from Federal Excise Taxes, and no payment will be made for any taxes levied on Company's employee's wages. The Agencies are exempt from State and Local Sales and Use Taxes on the services. A Tax Exemption Certificate will be furnished upon request
11. **Access to Company Records/Audits.** The Company agrees to keep and provide full access to all records, which pertain to the Agencies, throughout the period, that the Agreement remains in effect and for a minimum of seven (7) years after the Agreement is terminated, unless required to retain for a longer
12. **Termination/Rejection.** All goods which are rejected for nonconformity with the terms and conditions of this agreement are rejected at Company's expense and shall be returned at Company's risk of loss and expense. Buyer reserves the right to terminate for nonconformity.
13. **Remedies Upon Default.** In any case where the Company has failed to deliver or has delivered nonconforming goods or services, ISU shall provide a Cure Notice. If after notice the Company continues to be in default, ISU may procure goods or services and substitution from another source and charge the difference between the contracted price and the market price to the defaulting Company. ISU Purchasing will assess a five percent (5%) administration fee for any adjustments or credits made as compensation for the Company's failure to perform. The Attorney General shall be requested to make collection from the defaulting Company.
14. **Acts of God.** Whenever a Company's place of business, mode of delivery or source of supply has been disrupted by strike, or act of God, or any other disruption, it shall be the responsibility of the Company to promptly advise the Purchasing Department. Agencies may elect to cancel all orders on file with the Company and place the order with another Company.
15. **Computer Software.** Updates or additions to software which improve the performance or capabilities of the unit will be provided at no charge to the University, if such updates or additions become available during the initial warranty period
16. **Severability of the Agreement.** In the event any one or more of the provisions contained herein shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision, but shall be construed as if such invalid or unenforceable provision had never been contained. Further, in the event that any provision shall be held to be unenforceable by virtue of its scope, but may

be made enforceable by a limitation thereof, such provision shall be deemed to be amended to the minimum extent necessary to render it enforceable under the laws of the jurisdiction in which enforcement is sought.

17. **Hazardous Material.** All packaging, transportation and handling of hazardous material shall be in accordance with applicable federal and state regulations including, but not limited to, the Material Safety Data Sheet provision of O.S.H.A. Hazard Communication Standard 29 CFR 1910, 1200, and Iowa Administrative Code, Section 530.
18. **Nondiscrimination.** Company is subject to and must comply with provisions of the Board of Regents, State of Iowa, Equal Opportunity Policy and applicable state and federal antidiscrimination laws. Company shall comply with Executive Order 11246 Equal Employment Opportunity as amended by Executive Order 11375, as supplemented by regulations of 41 CFR part 60.
19. **Clean Air and Water Certification.** Company certifies by filling this order that its facility(s) is not on the Environmental Protection Agency (EPA) List of Violating Facilities. Company will immediately notify buyer's purchasing department of the receipt of any communication indicating that any Company's facilities are under consideration to be listed on the EPA List of Violating Facilities.
20. **Export Administration Regulations (EAR).** Company will indicate in all order acknowledgements whether the item ordered is restricted under the terms of Export Administration Regulations. The notice should indicate which tier, or grouping of countries are restricted, or the ECCN Citation Number related to the product. For more information on EAR regulations please visit: [http://www.access.gpo.gov/bis/ear/ear\\_data.html](http://www.access.gpo.gov/bis/ear/ear_data.html)
21. **International Traffic in Arms Regulations (ITAR).** Company will indicate in all order acknowledgements whether the item ordered is restricted under the terms of International Traffic in Arms Regulations. The notice should indicate which countries are prohibited from receiving the items procured under ITAR. For more information concerning ITAR please visit: [http://www.pmdtdc.state.gov/regulations\\_laws/itar\\_official.html](http://www.pmdtdc.state.gov/regulations_laws/itar_official.html)
22. **Payment Terms.** Payment terms will be net 30. Per Section 8A.514 of the Iowa Code, interest may only be charged at the rate of 1% per month after 60 days.

**AUTHORIZED SIGNATURE(S)**

Company agrees that the contractual documents are Request for Proposal No 62957 dated November 21, 2014, and Company's response to Request for Proposal dated December 10, 2014 and this agreement, that serves as the governing document. Any and all modifications to the contractual documents shall require written consent from Company and ISU. Company and ISU having read, and understood all the aforementioned provisions of the contractual documents have signed this Agreement, and regard a fully executable copy as an original effective upon the date of the last Party's signature.

**Iowa State University  
of Science and Technology  
Ames, IA**

**Big Belly Solar, Inc.  
Newton, MA**

  
\_\_\_\_\_  
Kelly Free  
Purchasing, Iowa State University

27 March 15

Date

\_\_\_\_\_  
Steven W. Delaney  
Chief Financial Officer

Date



## EXHIBIT 1

### BIGBELLY PURCHASE OPTIONS AND WARRANTY TERMS

The Bigbelly *smart* Waste and Recycling System can be procured in one of several different ways based on customer preference. Bigbelly Stations can be purchased or leased with a variety of services and accessories. The Fleet Management Program and the Subscription Service Program options differ in term length and payment structure but essentially include the same services. For customers interested in a turnkey offering that includes hardware, software operationalization and integration without significant upfront capital commitment, we recommend the Subscription Service Program.

#### **Option 1: 5 Year Fleet Management Program Details**

Bigbelly stations procured as part of a Fleet Management Program are equipped with CLEAN Management Console software licenses, a Manufacturer's Warranty and fleet management services for the length of the term. Please reference the attached Option 1 Pricing Addendum for a list of additional accessories and consumables available for purchase. Each station comes standard with a hopper liner in the compactor. Please reference addendum for a full description of each program offering.

#### **Option 2: Subscription Service Program Details**

Bigbelly stations procured as part of a **Subscription Service Program** are equipped with CLEAN Management Console software licenses, a Manufacturer's Warranty and fleet management services for the length of the term. Please reference the attached Option 2 Pricing Addendum for a list of additional accessories and consumables available for purchase. Each station comes standard with a hopper liner in the compactor. Please note, due to the payment structure, initial wraps are paid for in full at time of initial deployment. Refer to *Section I* for proposed wrap pricing.

The Bigbelly Subscription Service Program is offered as a monthly (or quarterly or annual) payment structure, which eliminates an upfront capital requirement.

#### **Key Subscription Service Program Terms**

- I. Bigbelly will be responsible for installation and de-installation services should that occur.
- II. Bigbelly Subscription Service Program Services Agreement will renew upon written mutual agreement on a monthly, quarterly or annual basis according to customer preference.
- III. Bigbelly Subscription Service Program requires a 24-month minimum Initial Term. If customer elects not to renew, they must provide written notice to Bigbelly at least three (3) months prior to the expiration of the current term.
- IV. Standard public sector non-appropriations guidelines (outlined in program Terms & Conditions – refer to Exhibit III) do apply.

#### **KEY PROGRAM INCLUSIONS:**

- I. Proposed System Options: Pricing is provided for multiple station configurations.
- II. System Software
  - ✓ System software licenses for unlimited users and upgrades
  - ✓ CLEAN Management Console and CLEAN Mobile
  - ✓ Executive Management dashboard access, notification, smart device access, reporting and analytics, asset management
- III. On-Boarding
  - ✓ Shipping, installation, and project management
  - ✓ System set-up and on-boarding services
  - ✓ System software and hardware training
  - ✓ System monitoring and alert services
- IV. Warranty & Services
  - ✓ Complete warranty on all parts and labor due to product failure or workmanship
  - ✓ Non-warranty repair (i.e., repair due to damage, vandalism, etc.) at Customer's expense
- V. Optional Cleaning Program
  - ✓ Scheduled or ad hoc; two times per year at a cost of \$180.00/per year per Bigbelly station.
    - Bigbelly will clean station exterior of gum, mess, stickers (up to 5 removed), and dirt. Each station will be scrubbed and wiped down with special attention to the hopper handle and the inside of the hopper.
    - The cleaning service will include the power washing of the exterior and interior of each unit using high-pressure hot water and gentle eco-friendly cleaner (safe on surfaces) on a case-by-case basis in accordance with federal, state and local regulations. Surrounding areas will then be power rinsed free of dirt and debris. Stations may be washed by hand with eco-friendly cleaner in select instances when power washing is not an option. Solar bubble cleaning is included, however, in the event the bubble remains hazed or cracked Bigbelly will recommend replacement.
    - The station interior will be washed and wiped down to remove dirt, stains and general mess (excludes gum, stickers and graffiti found inside the unit).

### **Optional Station Cleaning Schedule**

Bigbelly can develop a schedule of regular cleaning visits to each station at an additional cost to ensure components the community interacts with are kept clean and the overall appearance of the station remains positive. This program can be designed to meet your operational needs or community events schedule. Please contact the representative listed on page 1 for a custom quote. Bigbelly will provide full training and information on proper cleaning procedures upon request so the Agencies can perform station cleaning at their option.

### **Bigbelly Limited Warranty Terms:**

Big Belly Solar, Inc. of 85 Wells Ave, Newton MA 02459 ("Bigbelly") provides this limited warranty to original purchasers (and transferees, as provided below) of Bigbelly high capacity and/or standard capacity stations ("stations"), separately purchased Bigbelly authorized parts, Accessories, and Service Repair purchased in and situated in the United States. The term, "original purchaser", as used herein, means the first retail purchaser who acquires the station(s), separately purchased BigBelly authorized part or Accessory from Bigbelly or a Bigbelly Authorized Dealer. The term, "purchaser", as used herein, refers to the original purchaser and to any person who acquires the station(s), separately purchased Bigbelly authorized parts, Accessories, and Service Repair during the period of limited warranty coverage and so notifies Bigbelly in writing of the purchase within ten days of acquiring the station(s).

Subject to the exclusions, limitations and conditions stated below, Bigbelly warrants a new station, battery and the foregoing separately purchased parts against defects in materials and workmanship during the program warranty period, starting from date of system activation to the original purchaser.

Bigbelly offers no guarantee or warranty of any type on factory or field applied wraps.

“Service Repair” means any repair performed by Bigbelly on a station or component part. Bigbelly shall solely determine whether the cause of any failure is a component part or a Service Repair. Bigbelly shall, within a reasonable period of time perform Service Repair subject to the exclusions, limitations, and conditions stated below.

Subject to the exclusions, limitations and conditions stated below, any component part replaced during the applicable warranty period will qualify for repair and replacement for the balance of the original applicable warranty. During the applicable limited warranty period, Bigbelly shall, within a reasonable period of time, repair or replace, at its election, (with new or reconditioned parts of the same or similar style and with upgraded software, if appropriate) the defective component of the station or Accessory subject to the exclusions, limitations, and conditions stated below. Bigbelly may elect to simultaneously replace non-defective parts that are part of a sub-assembly that contains the defective component. Any replaced components, parts or accessories (defective parts and parts that are part of such a sub-assembly) will become the property of Bigbelly. This Limited Warranty does not cover damage to a Bigbelly station, component part, or Accessory caused by any of the following: all external causes such as (without limitation) dropping, accident, collision, fire, immersion in water; or otherwise using the station, component part, or Accessory contrary to the instructions and warnings contained in the user materials issued by Bigbelly (the “User Materials”); altering or modifying the station, component part, or Accessory; deterioration of paint, trim, and appearance items that results from use and/or exposure to the elements; cleaning with a high-pressure water system, abrasives, or solvents; exposure to environmental conditions beyond the limits stated in the User Materials; failure to properly maintain or improperly servicing the station, component part, or Accessory; damage caused by use of non-Bigbelly parts or accessories; improper charging of the Bigbelly battery; or shipping with methods other than those recommended by Bigbelly. See the User Materials for proper use, maintenance, and charging of a station, component part, or Accessory.

To obtain repair under this Limited Warranty, the purchaser must contact Bigbelly within the applicable limited warranty period toll free at (888-820-0300). When contacting Bigbelly, be prepared to describe the problem as well as provide proof of purchase and serial number of the Bigbelly station.

Bigbelly may provide purchaser with a Return Materials Authorization number (“RMA#”). Purchaser shall then deliver the station, defective component, or Accessory to Bigbelly or a Bigbelly Authorized Dealer or other service provider, (as instructed by Bigbelly), properly packaged (so as to prevent damage during shipment) and with the RMA# written on the outside of the packaging. If the returned station, component, part or Accessory is defective and this Limited Warranty applies, Bigbelly (or a Bigbelly Authorized Dealer or other service provider) shall, within a reasonable period of time, repair the station, or repair or replace the defective component or Accessory. Purchaser shall then pick up the repaired station or repaired or new or reconditioned component or Accessory from Bigbelly or Bigbelly Authorized Dealer or other service provider. Purchaser shall pay the cost of shipping to Bigbelly or Authorized Dealer or other service provider and purchaser shall bear the risk of loss during shipping for any Bigbelly defective component or Accessory for which purchaser claims this Limited Warranty applies. If this Limited Warranty applies, Bigbelly shall be responsible for paying the cost of shipping to the Authorized Dealer or other service provider or purchaser when returning the station, replacement part, or Accessory. Bigbelly obligations and liability for any defects in any station, component part, or Accessory are limited to repair or replacement of defective parts as required by this Limited Warranty. Bigbelly neither assumes (nor authorizes anyone to assume for it) any other obligation or liability in connection with a station, component part, Accessory, Service Repair, or this Limited Warranty.

Bigbelly is not responsible for any loss of use of a station, component part, or Accessory or for any inconvenience or other loss or damage which might be caused from any defect in a station, component part, Accessory, or Service Repair or for any other incidental or consequential damages the Purchaser may have as a result of any defect in a station, component part, Accessory, or Service Repair.

THIS LIMITED WARRANTY IS THE ONLY WARRANTY APPLICABLE TO BIGBELLY, COMPONENT PARTS, ACCESSORIES, AND SERVICE REPAIR. BIGBELLY DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, OTHER THAN THOSE WARRANTIES IMPLIED BY AND INCAPABLE OF EXCLUSION, RESTRICTION, OR MODIFICATION UNDER APPLICABLE LAW. ANY SUCH IMPLIED WARRANTIES WHICH MAY BE REQUIRED BY LAW AND ARE NOT DISCLAIMED HEREBY ARE LIMITED, TO THE EXTENT ALLOWED BY LAW, TO THE APPLICABLE PERIOD OF THIS LIMITED WARRANTY, OR TO THE APPLICABLE TIME PERIOD PROVIDED BY THE APPLICABLE STATE LAW, WHICHEVER PERIOD IS SHORTER. SOME STATES DO NOT ALLOW LIMITATIONS ON HOW LONG IMPLIED WARRANTY LASTS, SO THE ABOVE LIMITATION MAY NOT APPLY TO SOME PURCHASERS. SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO SOME PURCHASERS.

**EXHIBIT 2**

**The pages following contain Technical Specifications.**

**EXHIBIT 3 (attached)**

**Bigbelly Subscription Service Agreement**

**Option 1 Pricing Addendum**

**5-Year Fleet Management Program: Accessories and Consumables Pricing**

<b>Accessories</b>	<b>Purchase Price (ea)</b>
<b>AC Adaptor BB5 Factory Installed</b>	<b>\$175.00</b>
<b>Ash Tray BB5 Factory Installed</b>	<b>\$125.00</b>
<b>Stub Out Plate BB5 Factory Installed</b>	<b>\$24.95</b>
<b>Smartbelly Sleeve Bracket</b>	<b>\$45.00</b>
<b>Odor Mask Bracket &amp; Starter Kit (2 per package) Cucumber Melon Scent Factory Installed</b>	<b>\$24.95</b>
<b>Messaging Panel with insert (priced as 1, order 2 per station) Factory Installed</b>	<b>\$135.00</b>
<b>Consumables</b>	<b>Capital Purchase Price (ea)</b>
<b>Custom Wrap – Single Station Factory Installed*</b>	<b>\$395.00</b>
<b>Custom Wrap – Double/Duo Station Factory Installed*</b>	<b>\$650.00</b>
<b>Hopper Liners (Qty 5)</b>	<b>\$65.00</b>
<b>Bigbelly Bags (Box of 50)</b>	<b>\$33.50</b>
<b>Smartbelly Bags (Box of 100)</b>	<b>\$49.00</b>
<b>Odor Mask Refill Kit (4 per package)</b>	<b>\$20.00</b>
<b>Bigbelly Security Shield</b>	<b>\$78.00</b>
<b>Smartbelly Security Shield</b>	<b>\$78.00</b>

\*Custom wraps are factory installed and must be purchased with initial station order.

Please contact Bigbelly for assistance with station configuration and accessories selection.

**Option 2 Pricing Addendum**

**Subscription Service Program: Accessories and Consumables Pricing**

<b>Accessories</b>	<b>Subscription Monthly Price Per Station</b>
<b>AC Adaptor BB5 Factory Installed</b>	<b>\$6.00</b>
<b>Ash Tray BB5 Factory Installed</b>	<b>\$4.00</b>
<b>Stub Out Plate BB5 Factory Installed</b>	<b>\$1.00</b>
<b>Smartbelly Sleeve Bracket</b>	<b>\$2.00</b>
<b>Odor Mask Bracket &amp; Starter Kit (2 per package) Cucumber Melon Scent Factory Installed</b>	<b>\$1.00</b>
<b>Messaging Panel with insert (priced as 1, order 2 per station) Factory Installed</b>	<b>\$4.00</b>
<b>Consumables</b>	<b>Purchase Price Per Station*</b>
<b>Custom Wrap – Single Station Factory Installed**</b>	<b>\$395.00</b>
<b>Custom Wrap – Double/Duo Station Factory Installed**</b>	<b>\$650.00</b>
<b>Hopper Liners (Qty 5)</b>	<b>\$65.00</b>
<b>Bigbelly Bags (Box of 50)</b>	<b>\$33.50</b>
<b>Smartbelly Bags (Box of 100)</b>	<b>\$49.00</b>
<b>Odor Mask Refill Kit (4 per package)</b>	<b>\$20.00</b>
<b>Bigbelly Security Shield</b>	<b>\$78.00</b>
<b>Smartbelly Security Shield</b>	<b>\$78.00</b>

\*Due to the Subscription Service Program pricing structure, consumables must be purchased separately from the monthly payment.

\*\*Custom wraps are factory installed and must be purchased with initial station order.

Please contact Bigbelly for station configuration and accessories selection.

**Amendment 1**

**Agreement for Smartbelly Single Station Pricing**

**Between Iowa State University, State of Iowa Agencies and Big Belly Solar, Inc.**

The parties hereby acknowledge that this Amendment is incorporated in, and made part of the existing Agreement for Solar-Powered Intelligent Waste & Recycling Receptacles (RFP 62957) dated March 27, 2015 between Iowa State University and Big Belly Solar, Inc.

The participating Agreement for Solar-Powered Intelligent Waste & Recycling Receptacles (RFP 62957) is amended by this Amendment in the following particulars:

1. **Section 1.2, Pricing and Warranty, the following shall be included:**

Option 1	5 Year Fleet Management Program	Price Per Station	Ongoing Costs Begin in Year 6
	Smartbelly Single Station, including:	\$2,990.00	\$342.00 2-Year Extended CLEAN Software Package
	Installation		
	5 Year Warranty		
	5 Years CLEAN Management Software		
Custom wrap (optional)	\$395.00		

Option 2	Subscription Service Program 24 Month Initial Term (renewable)	Monthly Rate Per Station	Renewable Monthly Costs Begin in Year 3
	Smartbelly Single Station, including:	\$60.00	\$60.00
	Installation and shipping		
	2 Year Warranty		
	2 Years CLEAN Management Software		
Custom wrap (optional)	\$395.00		

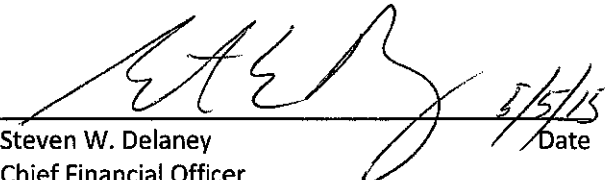
All other terms and conditions of the original agreement, are not hereby amended and are to remain in full force and effect.

IN WITNESS WHEREOF, the parties have entered into this Amendment, and regard a fully executable copy as an original effective upon the date of the last Party's signature.

**Iowa State University  
of Science and Technology  
Ames, IA**

**Big Belly Solar, Inc.  
Newton, MA**

  
\_\_\_\_\_  
Kelly Freel  
Purchasing, Iowa State University  
May 5, 2015  
Date

  
\_\_\_\_\_  
Steven W. Delaney  
Chief Financial Officer  
5/5/15  
Date