



301 SE 4th Avenue, Station E1-D
 Gainesville, FL 32601
 Phone: 352-334-3200
 Fax: 352-334-2799
 Email: grucomsales@grucom.com
 Web: www.grucom.com

Order Date: 03-MARCH-2021

GRUCom Order Number: 2021-39-1

GRUCom Data Service Order – Memorandum of Understanding

SERVICE	
Service Description/Location:	
To:	COG: FIRE ADMIN COMPLEX: 1026 NE 14 ST, GAINESVILLE, FL 32601
From:	COG: FIRE ADMIN COMPLEX: 1026 NE 14 ST, GAINESVILLE, FL 32601
GFR MAN HOST PORT GCETH102102AA	
Initial Term: 60 MONTHS Please note TERMS AND CONDITIONS item 1 "Term of MOU" on page 2 regarding expiration of the Initial Term.	
Customer's Requested Service Date: 1 OCTOBER 2021	

SERVICE COST	
Total Non-Recurring Charges:	Total Monthly Recurring Charges:
N/A	GFR MAN HOST PORT
Total: \$0	Total: \$300/mo.
Annual Increase: Escalation Rate: +3%	
Start Date: 01-OCTOBER-2022	
Please note TERMS AND CONDITIONS item 15 "Annual Increase" on page 2 of 2 regarding the Annual Increase	

CUSTOMER INFORMATION	BILLING INFORMATION
Legal Company Name: CITY OF GAINESVILLE	Departments/Division Name: GAINESVILLE FIRE RESCUE DEPARTMENT
Principal Address: 200 EAST UNIVERSITY AVENUE	GRUCom Billing Acct #: 1001003 2
City: GAINESVILLE	Billing Address: 1025 NE 13 TH STREET BOX 34
State: FLORIDA	City: GAINESVILLE
Zip: 32601	State: FLORIDA
Contact: CITY HALL	Zip: 32601
Phone No.: 352-334-5054	Contact: ARTIE CHESTNUT
e-mail or fax: 352-334-2271	Phone No.: (352) 393-8464

This Memorandum of Understanding ("MOU"), by and between the City of Gainesville d/b/a GRUCom and the Customer indicated in the Customer Information section above, is entered into and made effective on the last date signed and written below (the "Effective Date"). BY SIGNATURE BELOW, AND BY INITIALS AND DATES IN THE SPACES PROVIDED ON THE ATTACHED TERMS AND CONDITIONS, CUSTOMER ACKNOWLEDGES HE/SHE HAS READ THE TERMS AND CONDITIONS AND AGREES TO BE BOUND BY THEM. The Service Cost(s) do not include applicable taxes, fees, assessments or surcharges which, if applicable, are additional and subject to change. This MOU becomes binding as to Customer when Customer signs and delivers this MOU to GRUCom; however, GRUCom may withdraw this MOU at any time prior to GRUCom's signature. If, within sixty (60) days after GRUCom's signature below, GRUCom determines that Customer's location(s) is not serviceable under GRUCom's normal installation guidelines, GRUCom may terminate this MOU without incurring any liability. If Customer cancels this MOU prior to installation of the Service, Customer shall be wholly responsible for paying GRUCom the Order Cancellation Charge as further described herein. This MOU may be executed in any number of original counterparts, or by facsimile or electronic signature, each of which when so executed and delivered shall be an original, and it shall not be necessary in making proof of this MOU to produce or account for more than one such counterpart hereof. In the event that any signature is delivered by electronic means, facsimile transmission or by e-mail delivery of a ".pdf" format data file, such signature shall create a valid and binding obligation of the party executing (or on whose behalf such signature is executed) with the same force and effect as if such electronic, facsimile or ".pdf" signature page were an original. By signing this MOU, you represent that you are the Customer or authorized Customer representative and the Customer Information above is true and correct.

"CUSTOMER"

"GRUCom"

Sign: _____

Sign: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

CUSTOMER INITIALS: _____ DATE: _____

GRUCom Service Order - Memorandum of Understanding
TERMS AND CONDITIONS

1. Term of MOU: GRUCom hereby agrees to provide, and the Customer hereby agrees to purchase from GRUCom, telecommunications transmission service (the "Service") for the price(s) (the "Service Cost") specified in this MOU, subject to the terms and conditions set forth herein. The Initial Term of this MOU shall begin on the Customer's Requested Service Date contained herein or on the installation date of the Service, whichever is later (the "In-Service Date"). At the expiration of the Initial Term specified in this MOU, or of any extension thereof, the MOU shall continue in effect on a month-to-month basis upon the same terms and conditions set forth herein unless terminated by either the Customer or GRUCom upon thirty (30) days prior written notice. During the month-to-month extension, GRUCom may increase the price for the Service at any time by providing at least thirty (30) days prior written notice to Customer.

2. Method of Payment: Customer agrees to pay GRUCom monthly in arrears, on the first day of each month, a recurring monthly charge at the rate set forth under "Service Cost" in this MOU for service provided in the preceding month. The non-recurring charge for installation contained under "Service Cost" is also due with the first payment. Any payment received by GRUCom twenty (20) days after the due date shall be considered delinquent. Service charges for late payments, returned checks or non-paid EFT transactions shall be in accordance with the GRUCom rate schedule for such service charges that are then currently in effect. Failure of the customer to receive a bill, in whole or in part, does not relieve the customer of the obligation of its payment nor from the consequences of nonpayment.

3. Additional Charges: Any applicable federal, state, or local use, excise, sales or privilege taxes, duties or similar liabilities, chargeable to or against the Customer or GRUCom because of the Service provided Customer, shall be charged to and payable by the Customer in addition to the regular charges under this MOU. It shall be the Customer's responsibility to secure and document any exemption from any tax or assessment on a continuous basis to the satisfaction of GRUCom. The failure of GRUCom to levy or collect any such tax or assessment does not relieve the Customer of its responsibility for the payment of such tax or assessment.

4. Interruption of Service: No credit shall be allowed for an interruption of six (6) hours or less per month in the case of a catastrophic interruption. Such interruption shall be deemed to have occurred in the event of a complete cable cut, an equipment enclosure fire, an explosion, or any other circumstance of an extraordinary or catastrophic nature. No credit shall be allowed for an interruption of two (2) hours or less in the case of a non-catastrophic interruption. When service provided includes more than one communication path, the interruption allowance shall apply only to the path(s) interrupted. If service is interrupted for more than 6 or 2 hours respectively, Customer may apply for a credit from the time it notifies GRUCom of interruption to the time service is resumed. GRUCom shall have no obligation to provide alternative routing with respect to any transmission capacity provided pursuant to this MOU.

5. Use of Customer's Premises: Customer will provide GRUCom with adequate space within its building or facility for the GRUCom equipment required to furnish the Service and will provide the necessary electrical power to operate the on site equipment. In addition, Customer will provide GRUCom with ingress and egress to the property, access to the building and conduit from the public right of way, if necessary, to the applicable equipment room for GRUCom installation of its cable or wire. All costs associated with any building modifications or conduit installation on the premises will be born by the Customer, unless there has been a prior agreement between the parties to the contrary. GRUCom will install its wire or cable once the Customer has provided access. Where the premises are not owned by the Customer, Customer shall obtain all necessary approvals from the owner which will allow GRUCom to locate, install and maintain its equipment, cable and wire on the premises and to remove its equipment, cable and wire in the event of Customer's default of any of the provisions of this MOU or upon the termination of this MOU.

6. Installation Delay or Cancellation by Customer: If Customer causes installation of the Service to be delayed for a period of ninety (90) days or longer after either the Effective Date or the Customer's Requested Service Date, whichever is later, GRUCom reserves the right to either (1) begin billing for the Service on the date the Service would have been installed, with that first billing date to become the In-Service Date for the purpose of determining the Initial Term, or (2) terminate the MOU, with Customer being obligated to pay an Order Cancellation Charge equal to 40% of the Monthly Recurring Charges for the cancelled Service multiplied by the number of months of the Initial Term, plus 100% of any Non-Recurring Charge(s) specified in this Agreement. Any cancellation of the Service by Customer prior to the In-Service Date, but after the Effective Date, shall subject the Customer to the same liabilities as described in (2) within this Section 6.

7. Ownership, Removal, Replacement and Maintenance of Equipment, Cable and Wire: All equipment, cable and wire provided or installed by GRUCom shall remain the property of GRUCom. The Customer will cooperate and allow GRUCom access to the premises for normal and emergency maintenance, and for necessary removal or replacement of any equipment, cable and/or wire.

8. Force Majeure: GRUCom shall not be responsible for any failure of performance hereunder due to forces beyond its reasonable control, including but not limited to acts of God or acts of federal, state, or local government agencies, or of any civil or military authority, fire, lightning, floods, explosion, vandalism, labor disputes, severe weather conditions, or other similar occurrences.

9. Termination/Suspension: The Service provided Customer is subject to the condition that it is not to be used for any unlawful purpose or in any unlawful manner, and may be terminated or suspended by GRUCom, at GRUCom's option, if any such prohibited use occurs. GRUCom may also suspend or terminate the Service in the event of non-payment by Customer on or after any due date, and after ten (10) days' notice of non-payment to Customer by GRUCom until such time as Customer has paid all arrearage, including any interest as specified herein. During any such temporary suspension, and upon any such termination by GRUCom, no interruption shall be deemed to have occurred for purposes of Section 4. Furthermore, upon any such termination for cause by GRUCom, Customer will be obligated to pay the termination fee described in Section 10, notwithstanding any express waiver to the contrary stated elsewhere herein.

10. Early Termination: Effective upon the In-Service Date, Customer may terminate the Service before the expiration of the Initial Term specified in this MOU, or of any contracted extension thereof; provided, however, if Customer terminates the Service before the expiration of the Initial Term (except for by reason of breach by GRUCom), unless otherwise expressly stated elsewhere herein, Customer will be obligated to pay a termination fee equal to the Non-Recurring Charges (if unpaid) plus 100% of the Monthly Recurring Charges for the terminated Service multiplied by the number of full months remaining in the Initial Term. This provision survives termination of the MOU.

CUSTOMER
INITIALS: _____
DATE: _____

11. **Negligence:** Each party shall be solely responsible for the acts, errors, and omissions of its employees and agents.

12. **DISCLAIMER OF WARRANTY:** THE SERVICE IS DISTRIBUTED ON AN “AS IS”, “AS AVAILABLE” BASIS WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO WARRANTIES OF TITLE OR IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR OTHERWISE, OTHER THAN THOSE WARRANTIES (IF ANY) WHICH ARE IMPLIED BY AND INCAPABLE OF EXCLUSION, RESTRICTION, OR MODIFICATION UNDER THIS MEMORANDUM OF UNDERSTANDING, ALL SUCH WARRANTIES BEING EXPRESSLY DISCLAIMED. NEITHER GRUCOM NOR ANY OF ITS UNDERLYING SERVICE PROVIDERS, INFORMATION PROVIDERS, LICENSERS, EMPLOYEES, OR AGENTS SHALL HAVE ANY RESPONSIBILITY FOR INCIDENTAL, CONSEQUENTIAL, INDIRECT OR SPECIAL DAMAGES SUFFERED BY CUSTOMER OR ANY OTHER PARTY AS A RESULT OF THE OPERATION OR MALFUNCTION OF THE SERVICE, REGARDLESS OF WHETHER OR NOT SUCH PARTIES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. CUSTOMER EXPRESSLY ACKNOWLEDGES THAT THE PROVISIONS OF THIS SECTION SHALL ALSO APPLY TO ALL CONTENT OR OTHER SERVICES AVAILABLE THROUGH THE SERVICE. CUSTOMER AGREES THAT GRUCOM WILL NOT, IN ANY WAY, BE HELD RESPONSIBLE FOR ANY SELECTION OR RETENTION OF, OR ACTS OR OMISSIONS OF, THIRD PARTIES IN CONNECTION WITH THE SERVICE (INCLUDING THOSE WITH WHOM GRUCOM MAY CONTRACT TO OPERATE VARIOUS AREAS OF THE SERVICE). CUSTOMER ASSUMES TOTAL RESPONSIBILITY FOR THE USE OF THE SERVICE AND, WHERE APPLICABLE, THE INTERNET. GRUCOM DOES NOT MAKE ANY EXPRESS OR IMPLIED WARRANTIES REPRESENTATIONS OR ENDORSEMENTS WHATSOEVER (INCLUDING WITHOUT LIMITATION WARRANTIES OF TITLE OR NONINFRINGEMENT, OR IMPLIED WARRANTIES OR MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE) WITH REGARD TO THE SERVICE, ANY MERCHANDISE, INFORMATION OR SERVICE PROVIDED THROUGH THE SERVICE OR ON THE INTERNET GENERALLY, AND GRUCOM SHALL NOT BE RESPONSIBLE FOR ANY COST OR DAMAGE ARISING EITHER DIRECTLY OR INDIRECTLY FROM ANY SUCH TRANSACTION.

13. **Limitations of Service:** Notwithstanding any other provision of this MOU, this MOU applies only to the Service provided by GRUCOM to Customer, and shall not apply to any offering by Customer of services to Customer’s customers or Customer’s end-users.

14. **Entire Agreement:** This MOU and all other documents incorporated or referred to herein, contain the entire agreement of all the parties hereto and there are no representations, inducements or other provisions other than those expressed in writing herein. No modification of any provision of this MOU shall be effective unless it is executed in writing by all parties hereto. The waiver, by GRUCOM, or a breach by the Customer of any provision of this MOU, shall not operate, or be construed as a waiver of any subsequent breach by the Customer.

15. **Annual Increase:** Beginning upon the specified Start Date, and continuing annually each October 1st thereafter, the Total Monthly Recurring Charges for the Service will be increased by the specified Escalation Rate. The resultant increase to the Total Monthly Recurring Charges will subsequently appear, without further notice, beginning with each November’s billing invoice.



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 Gainesville, FL 32601
 Phone: 352-334-3200
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 Email: grucomsales@grucom.com
 Web: www.grucom.com

Order Date: 03-MARCH-2021

GRUCom Order Number: 2021-39-2

GRUCom Data Service Order – Memorandum of Understanding

SERVICE	
Service Description/Location:	
To:	COG: FIRE STATION 2: 2210 SW ARCHER RD, GAINESVILLE, FL 32608
From:	COG: FIRE ADMIN COMPLEX: 1026 NE 14 ST, GAINESVILLE, FL 32601
ACTIVE GRUCOM CID GDE7221102A 100Mbps	
Initial Term: 60 MONTHS <i>Please note TERMS AND CONDITIONS item 1 "Term of MOU" on page 2 regarding expiration of the Initial Term.</i>	
Customer's Requested Service Date: 1 OCTOBER 2021	

SERVICE COST	
Total Non-Recurring Charges:	Total Monthly Recurring Charges:
N/A	100Mbps METRO ETHERNET DATA TRANSPORT SERVICE GFR MAN
Total: \$0	Total: \$300/mo.
Annual Increase: Escalation Rate: +3%	
Start Date: 01-OCTOBER-2022	
<i>Please note TERMS AND CONDITIONS item 15 "Annual Increase" on page 2 of 2 regarding the Annual Increase</i>	

CUSTOMER INFORMATION	BILLING INFORMATION
Legal Company Name: CITY OF GAINESVILLE	Departments/Division Name: GAINESVILLE FIRE RESCUE DEPARTMENT
Principal Address: 200 EAST UNIVERSITY AVENUE	GRUCom Billing Acct #: 1001003 2
City: GAINESVILLE	Billing Address: 1025 NE 13 TH STREET BOX 34
State: FLORIDA	City: GAINESVILLE
Zip: 32601	State: FLORIDA
Contact: CITY HALL	Zip: 32601
Phone No.: 352-334-5054	Contact: ARTIE CHESTNUT
e-mail or fax: 352-334-2271	Phone No.: (352) 393-8464

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"CUSTOMER"

"GRUCom"

Sign: _____
 Name: _____
 Title: _____
 Date: _____

Sign: _____
 Name: _____
 Title: _____
 Date: _____

CUSTOMER
INITIALS: _____
DATE: _____

GRUCom Service Order - Memorandum of Understanding
TERMS AND CONDITIONS

1. Term of MOU: GRUCom hereby agrees to provide, and the Customer hereby agrees to purchase from GRUCom, telecommunications transmission service (the "Service") for the price(s) (the "Service Cost") specified in this MOU, subject to the terms and conditions set forth herein. The Initial Term of this MOU shall begin on the Customer's Requested Service Date contained herein or on the installation date of the Service, whichever is later (the "In-Service Date"). At the expiration of the Initial Term specified in this MOU, or of any extension thereof, the MOU shall continue in effect on a month-to-month basis upon the same terms and conditions set forth herein unless terminated by either the Customer or GRUCom upon thirty (30) days prior written notice. During the month-to-month extension, GRUCom may increase the price for the Service at any time by providing at least thirty (30) days prior written notice to Customer.

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9. Termination/Suspension: The Service provided Customer is subject to the condition that it is not to be used for any unlawful purpose or in any unlawful manner, and may be terminated or suspended by GRUCom, at GRUCom's option, if any such prohibited use occurs. GRUCom may also suspend or terminate the Service in the event of non-payment by Customer on or after any due date, and after ten (10) days' notice of non-payment to Customer by GRUCom until such time as Customer has paid all arrearage, including any interest as specified herein. During any such temporary suspension, and upon any such termination by GRUCom, no interruption shall be deemed to have occurred for purposes of Section 4. Furthermore, upon any such termination for cause by GRUCom, Customer will be obligated to pay the termination fee described in Section 10, notwithstanding any express waiver to the contrary stated elsewhere herein.

10. Early Termination: Effective upon the In-Service Date, Customer may terminate the Service before the expiration of the Initial Term specified in this MOU, or of any contracted extension thereof; provided, however, if Customer terminates the Service before the expiration of the Initial Term (except for by reason of breach by GRUCom), unless otherwise expressly stated elsewhere herein, Customer will be obligated to pay a termination fee equal to the Non-Recurring Charges (if unpaid) plus 100% of the Monthly Recurring Charges for the terminated Service multiplied by the number of full months remaining in the Initial Term. This provision survives termination of the MOU.

CUSTOMER
INITIALS: _____
DATE: _____

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12. **DISCLAIMER OF WARRANTY:** THE SERVICE IS DISTRIBUTED ON AN “AS IS”, “AS AVAILABLE” BASIS WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO WARRANTIES OF TITLE OR IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR OTHERWISE, OTHER THAN THOSE WARRANTIES (IF ANY) WHICH ARE IMPLIED BY AND INCAPABLE OF EXCLUSION, RESTRICTION, OR MODIFICATION UNDER THIS MEMORANDUM OF UNDERSTANDING, ALL SUCH WARRANTIES BEING EXPRESSLY DISCLAIMED. NEITHER GRUCOM NOR ANY OF ITS UNDERLYING SERVICE PROVIDERS, INFORMATION PROVIDERS, LICENSERS, EMPLOYEES, OR AGENTS SHALL HAVE ANY RESPONSIBILITY FOR INCIDENTAL, CONSEQUENTIAL, INDIRECT OR SPECIAL DAMAGES SUFFERED BY CUSTOMER OR ANY OTHER PARTY AS A RESULT OF THE OPERATION OR MALFUNCTION OF THE SERVICE, REGARDLESS OF WHETHER OR NOT SUCH PARTIES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. CUSTOMER EXPRESSLY ACKNOWLEDGES THAT THE PROVISIONS OF THIS SECTION SHALL ALSO APPLY TO ALL CONTENT OR OTHER SERVICES AVAILABLE THROUGH THE SERVICE. CUSTOMER AGREES THAT GRUCOM WILL NOT, IN ANY WAY, BE HELD RESPONSIBLE FOR ANY SELECTION OR RETENTION OF, OR ACTS OR OMISSIONS OF, THIRD PARTIES IN CONNECTION WITH THE SERVICE (INCLUDING THOSE WITH WHOM GRUCOM MAY CONTRACT TO OPERATE VARIOUS AREAS OF THE SERVICE). CUSTOMER ASSUMES TOTAL RESPONSIBILITY FOR THE USE OF THE SERVICE AND, WHERE APPLICABLE, THE INTERNET. GRUCOM DOES NOT MAKE ANY EXPRESS OR IMPLIED WARRANTIES REPRESENTATIONS OR ENDORSEMENTS WHATSOEVER (INCLUDING WITHOUT LIMITATION WARRANTIES OF TITLE OR NONINFRINGEMENT, OR IMPLIED WARRANTIES OR MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE) WITH REGARD TO THE SERVICE, ANY MERCHANDISE, INFORMATION OR SERVICE PROVIDED THROUGH THE SERVICE OR ON THE INTERNET GENERALLY, AND GRUCOM SHALL NOT BE RESPONSIBLE FOR ANY COST OR DAMAGE ARISING EITHER DIRECTLY OR INDIRECTLY FROM ANY SUCH TRANSACTION.

13. **Limitations of Service:** Notwithstanding any other provision of this MOU, this MOU applies only to the Service provided by GRUCOM to Customer, and shall not apply to any offering by Customer of services to Customer’s customers or Customer’s end-users.

14. **Entire Agreement:** This MOU and all other documents incorporated or referred to herein, contain the entire agreement of all the parties hereto and there are no representations, inducements or other provisions other than those expressed in writing herein. No modification of any provision of this MOU shall be effective unless it is executed in writing by all parties hereto. The waiver, by GRUCOM, or a breach by the Customer of any provision of this MOU, shall not operate, or be construed as a waiver of any subsequent breach by the Customer.

15. **Annual Increase:** Beginning upon the specified Start Date, and continuing annually each October 1st thereafter, the Total Monthly Recurring Charges for the Service will be increased by the specified Escalation Rate. The resultant increase to the Total Monthly Recurring Charges will subsequently appear, without further notice, beginning with each November’s billing invoice.



301 SE 4th Avenue, Station E1-D
 Gainesville, FL 32601
 Phone: 352-334-3200
 Fax: 352-334-2799
 Email: grucomsales@grucom.com
 Web: www.grucom.com

Order Date: 03-MARCH-2021

GRUCom Order Number: 2021-39-3

GRUCom Data Service Order – Memorandum of Understanding

SERVICE	
Service Description/Location:	
To:	COG: FIRE STATION 3: 900 NE WALDO RD, GAINESVILLE, FL 32641
From:	COG: FIRE ADMIN COMPLEX: 1026 NE 14 ST, GAINESVILLE, FL 32601
ACTIVE GRUCOM CID GDE7900102A 100Mbps	
Initial Term: 60 MONTHS <i>Please note TERMS AND CONDITIONS item 1 "Term of MOU" on page 2 regarding expiration of the Initial Term.</i>	
Customer's Requested Service Date: 1 OCTOBER 2021	

SERVICE COST	
Total Non-Recurring Charges:	Total Monthly Recurring Charges:
N/A	100Mbps METRO ETHERNET DATA TRANSPORT SERVICE GFR MAN
Total: \$0	Total: \$300/mo.
Annual Increase: Escalation Rate: +3%	
Start Date: 01-OCTOBER-2022	
<i>Please note TERMS AND CONDITIONS item 15 "Annual Increase" on page 2 of 2 regarding the Annual Increase</i>	

CUSTOMER INFORMATION	BILLING INFORMATION
Legal Company Name: CITY OF GAINESVILLE	Departments/Division Name: GAINESVILLE FIRE RESCUE DEPARTMENT
Principal Address: 200 EAST UNIVERSITY AVENUE	GRUCom Billing Acct #: 1001003 2
City: GAINESVILLE	Billing Address: 1025 NE 13 TH STREET BOX 34
State: FLORIDA	City: GAINESVILLE
Zip: 32601	State: FLORIDA
Contact: CITY HALL	Zip: 32601
Phone No.: 352-334-5054	Contact: ARTIE CHESTNUT
e-mail or fax: 352-334-2271	Phone No.: (352) 393-8464

This Memorandum of Understanding ("MOU"), by and between the City of Gainesville d/b/a GRUCom and the Customer indicated in the Customer Information section above, is entered into and made effective on the last date signed and written below (the "Effective Date"). BY SIGNATURE BELOW, AND BY INITIALS AND DATES IN THE SPACES PROVIDED ON THE ATTACHED TERMS AND CONDITIONS, CUSTOMER ACKNOWLEDGES HE/SHE HAS READ THE TERMS AND CONDITIONS AND AGREES TO BE BOUND BY THEM. The Service Cost(s) do not include applicable taxes, fees, assessments or surcharges which, if applicable, are additional and subject to change. This MOU becomes binding as to Customer when Customer signs and delivers this MOU to GRUCom; however, GRUCom may withdraw this MOU at any time prior to GRUCom's signature. If, within sixty (60) days after GRUCom's signature below, GRUCom determines that Customer's location(s) is not serviceable under GRUCom's normal installation guidelines, GRUCom may terminate this MOU without incurring any liability. If Customer cancels this MOU prior to installation of the Service, Customer shall be wholly responsible for paying GRUCom the Order Cancellation Charge as further described herein. This MOU may be executed in any number of original counterparts, or by facsimile or electronic signature, each of which when so executed and delivered shall be an original, and it shall not be necessary in making proof of this MOU to produce or account for more than one such counterpart hereof. In the event that any signature is delivered by electronic means, facsimile transmission or by e-mail delivery of a ".pdf" format data file, such signature shall create a valid and binding obligation of the party executing (or on whose behalf such signature is executed) with the same force and effect as if such electronic, facsimile or ".pdf" signature page were an original. By signing this MOU, you represent that you are the Customer or authorized Customer representative and the Customer Information above is true and correct.

"CUSTOMER"

"GRUCom"

Sign: _____
 Name: _____
 Title: _____
 Date: _____

Sign: _____
 Name: _____
 Title: _____
 Date: _____

CUSTOMER
INITIALS: _____
DATE: _____

GRUCom Service Order - Memorandum of Understanding
TERMS AND CONDITIONS

1. Term of MOU: GRUCom hereby agrees to provide, and the Customer hereby agrees to purchase from GRUCom, telecommunications transmission service (the "Service") for the price(s) (the "Service Cost") specified in this MOU, subject to the terms and conditions set forth herein. The Initial Term of this MOU shall begin on the Customer's Requested Service Date contained herein or on the installation date of the Service, whichever is later (the "In-Service Date"). At the expiration of the Initial Term specified in this MOU, or of any extension thereof, the MOU shall continue in effect on a month-to-month basis upon the same terms and conditions set forth herein unless terminated by either the Customer or GRUCom upon thirty (30) days prior written notice. During the month-to-month extension, GRUCom may increase the price for the Service at any time by providing at least thirty (30) days prior written notice to Customer.

2. Method of Payment: Customer agrees to pay GRUCom monthly in arrears, on the first day of each month, a recurring monthly charge at the rate set forth under "Service Cost" in this MOU for service provided in the preceding month. The non-recurring charge for installation contained under "Service Cost" is also due with the first payment. Any payment received by GRUCom twenty (20) days after the due date shall be considered delinquent. Service charges for late payments, returned checks or non-paid EFT transactions shall be in accordance with the GRUCom rate schedule for such service charges that are then currently in effect. Failure of the customer to receive a bill, in whole or in part, does not relieve the customer of the obligation of its payment nor from the consequences of nonpayment.

3. Additional Charges: Any applicable federal, state, or local use, excise, sales or privilege taxes, duties or similar liabilities, chargeable to or against the Customer or GRUCom because of the Service provided Customer, shall be charged to and payable by the Customer in addition to the regular charges under this MOU. It shall be the Customer's responsibility to secure and document any exemption from any tax or assessment on a continuous basis to the satisfaction of GRUCom. The failure of GRUCom to levy or collect any such tax or assessment does not relieve the Customer of its responsibility for the payment of such tax or assessment.

4. Interruption of Service: No credit shall be allowed for an interruption of six (6) hours or less per month in the case of a catastrophic interruption. Such interruption shall be deemed to have occurred in the event of a complete cable cut, an equipment enclosure fire, an explosion, or any other circumstance of an extraordinary or catastrophic nature. No credit shall be allowed for an interruption of two (2) hours or less in the case of a non-catastrophic interruption. When service provided includes more than one communication path, the interruption allowance shall apply only to the path(s) interrupted. If service is interrupted for more than 6 or 2 hours respectively, Customer may apply for a credit from the time it notifies GRUCom of interruption to the time service is resumed. GRUCom shall have no obligation to provide alternative routing with respect to any transmission capacity provided pursuant to this MOU.

5. Use of Customer's Premises: Customer will provide GRUCom with adequate space within its building or facility for the GRUCom equipment required to furnish the Service and will provide the necessary electrical power to operate the on site equipment. In addition, Customer will provide GRUCom with ingress and egress to the property, access to the building and conduit from the public right of way, if necessary, to the applicable equipment room for GRUCom installation of its cable or wire. All costs associated with any building modifications or conduit installation on the premises will be born by the Customer, unless there has been a prior agreement between the parties to the contrary. GRUCom will install its wire or cable once the Customer has provided access. Where the premises are not owned by the Customer, Customer shall obtain all necessary approvals from the owner which will allow GRUCom to locate, install and maintain its equipment, cable and wire on the premises and to remove its equipment, cable and wire in the event of Customer's default of any of the provisions of this MOU or upon the termination of this MOU.

6. Installation Delay or Cancellation by Customer: If Customer causes installation of the Service to be delayed for a period of ninety (90) days or longer after either the Effective Date or the Customer's Requested Service Date, whichever is later, GRUCom reserves the right to either (1) begin billing for the Service on the date the Service would have been installed, with that first billing date to become the In-Service Date for the purpose of determining the Initial Term, or (2) terminate the MOU, with Customer being obligated to pay an Order Cancellation Charge equal to 40% of the Monthly Recurring Charges for the cancelled Service multiplied by the number of months of the Initial Term, plus 100% of any Non-Recurring Charge(s) specified in this Agreement. Any cancellation of the Service by Customer prior to the In-Service Date, but after the Effective Date, shall subject the Customer to the same liabilities as described in (2) within this Section 6.

7. Ownership, Removal, Replacement and Maintenance of Equipment, Cable and Wire: All equipment, cable and wire provided or installed by GRUCom shall remain the property of GRUCom. The Customer will cooperate and allow GRUCom access to the premises for normal and emergency maintenance, and for necessary removal or replacement of any equipment, cable and/or wire.

8. Force Majeure: GRUCom shall not be responsible for any failure of performance hereunder due to forces beyond its reasonable control, including but not limited to acts of God or acts of federal, state, or local government agencies, or of any civil or military authority, fire, lightning, floods, explosion, vandalism, labor disputes, severe weather conditions, or other similar occurrences.

9. Termination/Suspension: The Service provided Customer is subject to the condition that it is not to be used for any unlawful purpose or in any unlawful manner, and may be terminated or suspended by GRUCom, at GRUCom's option, if any such prohibited use occurs. GRUCom may also suspend or terminate the Service in the event of non-payment by Customer on or after any due date, and after ten (10) days' notice of non-payment to Customer by GRUCom until such time as Customer has paid all arrearage, including any interest as specified herein. During any such temporary suspension, and upon any such termination by GRUCom, no interruption shall be deemed to have occurred for purposes of Section 4. Furthermore, upon any such termination for cause by GRUCom, Customer will be obligated to pay the termination fee described in Section 10, notwithstanding any express waiver to the contrary stated elsewhere herein.

10. Early Termination: Effective upon the In-Service Date, Customer may terminate the Service before the expiration of the Initial Term specified in this MOU, or of any contracted extension thereof; provided, however, if Customer terminates the Service before the expiration of the Initial Term (except for by reason of breach by GRUCom), unless otherwise expressly stated elsewhere herein, Customer will be obligated to pay a termination fee equal to the Non-Recurring Charges (if unpaid) plus 100% of the Monthly Recurring Charges for the terminated Service multiplied by the number of full months remaining in the Initial Term. This provision survives termination of the MOU.

CUSTOMER
INITIALS: _____
DATE: _____

11. **Negligence:** Each party shall be solely responsible for the acts, errors, and omissions of its employees and agents.

12. **DISCLAIMER OF WARRANTY:** THE SERVICE IS DISTRIBUTED ON AN “AS IS”, “AS AVAILABLE” BASIS WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO WARRANTIES OF TITLE OR IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR OTHERWISE, OTHER THAN THOSE WARRANTIES (IF ANY) WHICH ARE IMPLIED BY AND INCAPABLE OF EXCLUSION, RESTRICTION, OR MODIFICATION UNDER THIS MEMORANDUM OF UNDERSTANDING, ALL SUCH WARRANTIES BEING EXPRESSLY DISCLAIMED. NEITHER GRUCOM NOR ANY OF ITS UNDERLYING SERVICE PROVIDERS, INFORMATION PROVIDERS, LICENSERS, EMPLOYEES, OR AGENTS SHALL HAVE ANY RESPONSIBILITY FOR INCIDENTAL, CONSEQUENTIAL, INDIRECT OR SPECIAL DAMAGES SUFFERED BY CUSTOMER OR ANY OTHER PARTY AS A RESULT OF THE OPERATION OR MALFUNCTION OF THE SERVICE, REGARDLESS OF WHETHER OR NOT SUCH PARTIES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. CUSTOMER EXPRESSLY ACKNOWLEDGES THAT THE PROVISIONS OF THIS SECTION SHALL ALSO APPLY TO ALL CONTENT OR OTHER SERVICES AVAILABLE THROUGH THE SERVICE. CUSTOMER AGREES THAT GRUCOM WILL NOT, IN ANY WAY, BE HELD RESPONSIBLE FOR ANY SELECTION OR RETENTION OF, OR ACTS OR OMISSIONS OF, THIRD PARTIES IN CONNECTION WITH THE SERVICE (INCLUDING THOSE WITH WHOM GRUCOM MAY CONTRACT TO OPERATE VARIOUS AREAS OF THE SERVICE). CUSTOMER ASSUMES TOTAL RESPONSIBILITY FOR THE USE OF THE SERVICE AND, WHERE APPLICABLE, THE INTERNET. GRUCOM DOES NOT MAKE ANY EXPRESS OR IMPLIED WARRANTIES REPRESENTATIONS OR ENDORSEMENTS WHATSOEVER (INCLUDING WITHOUT LIMITATION WARRANTIES OF TITLE OR NONINFRINGEMENT, OR IMPLIED WARRANTIES OR MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE) WITH REGARD TO THE SERVICE, ANY MERCHANDISE, INFORMATION OR SERVICE PROVIDED THROUGH THE SERVICE OR ON THE INTERNET GENERALLY, AND GRUCOM SHALL NOT BE RESPONSIBLE FOR ANY COST OR DAMAGE ARISING EITHER DIRECTLY OR INDIRECTLY FROM ANY SUCH TRANSACTION.

13. **Limitations of Service:** Notwithstanding any other provision of this MOU, this MOU applies only to the Service provided by GRUCOM to Customer, and shall not apply to any offering by Customer of services to Customer’s customers or Customer’s end-users.

14. **Entire Agreement:** This MOU and all other documents incorporated or referred to herein, contain the entire agreement of all the parties hereto and there are no representations, inducements or other provisions other than those expressed in writing herein. No modification of any provision of this MOU shall be effective unless it is executed in writing by all parties hereto. The waiver, by GRUCOM, or a breach by the Customer of any provision of this MOU, shall not operate, or be construed as a waiver of any subsequent breach by the Customer.

15. **Annual Increase:** Beginning upon the specified Start Date, and continuing annually each October 1st thereafter, the Total Monthly Recurring Charges for the Service will be increased by the specified Escalation Rate. The resultant increase to the Total Monthly Recurring Charges will subsequently appear, without further notice, beginning with each November’s billing invoice.



301 SE 4th Avenue, Station E1-D
 Gainesville, FL 32601
 Phone: 352-334-3200
 Fax: 352-334-2799
 Email: grucomsales@grucom.com
 Web: www.grucom.com

Order Date: 03-MARCH-2021

GRUCom Order Number: 2021-39-4

GRUCom Data Service Order – Memorandum of Understanding

SERVICE	
Service Description/Location:	
To:	COG: FIRE STATION 4: 10 SW 36 ST, GAINESVILLE, FL 32607
From:	COG: FIRE ADMIN COMPLEX: 1026 NE 14 ST, GAINESVILLE, FL 32601
ACTIVE GRUCOM CID GDE7010102A 100Mbps	
Initial Term: 60 MONTHS <i>Please note TERMS AND CONDITIONS item 1 "Term of MOU" on page 2 regarding expiration of the Initial Term.</i>	
Customer's Requested Service Date: 1 OCTOBER 2021	

SERVICE COST	
Total Non-Recurring Charges:	Total Monthly Recurring Charges:
N/A	100Mbps METRO ETHERNET DATA TRANSPORT SERVICE GFR MAN
Total: \$0	Total: \$300/mo.
Annual Increase: Escalation Rate: +3%	
Start Date: 01-OCTOBER-2022	
<i>Please note TERMS AND CONDITIONS item 15 "Annual Increase" on page 2 of 2 regarding the Annual Increase</i>	

CUSTOMER INFORMATION	BILLING INFORMATION
Legal Company Name: CITY OF GAINESVILLE	Departments/Division Name: GAINESVILLE FIRE RESCUE DEPARTMENT
Principal Address: 200 EAST UNIVERSITY AVENUE	GRUCom Billing Acct #: 1001003 2
City: GAINESVILLE	Billing Address: 1025 NE 13 TH STREET BOX 34
State: FLORIDA	City: GAINESVILLE
Zip: 32601	State: FLORIDA
Contact: CITY HALL	Zip: 32601
Phone No.: 352-334-5054	Contact: ARTIE CHESTNUT
e-mail or fax: 352-334-2271	Phone No.: (352) 393-8464

This Memorandum of Understanding ("MOU"), by and between the City of Gainesville d/b/a GRUCom and the Customer indicated in the Customer Information section above, is entered into and made effective on the last date signed and written below (the "Effective Date"). BY SIGNATURE BELOW, AND BY INITIALS AND DATES IN THE SPACES PROVIDED ON THE ATTACHED TERMS AND CONDITIONS, CUSTOMER ACKNOWLEDGES HE/SHE HAS READ THE TERMS AND CONDITIONS AND AGREES TO BE BOUND BY THEM. The Service Cost(s) do not include applicable taxes, fees, assessments or surcharges which, if applicable, are additional and subject to change. This MOU becomes binding as to Customer when Customer signs and delivers this MOU to GRUCom; however, GRUCom may withdraw this MOU at any time prior to GRUCom's signature. If, within sixty (60) days after GRUCom's signature below, GRUCom determines that Customer's location(s) is not serviceable under GRUCom's normal installation guidelines, GRUCom may terminate this MOU without incurring any liability. If Customer cancels this MOU prior to installation of the Service, Customer shall be wholly responsible for paying GRUCom the Order Cancellation Charge as further described herein. This MOU may be executed in any number of original counterparts, or by facsimile or electronic signature, each of which when so executed and delivered shall be an original, and it shall not be necessary in making proof of this MOU to produce or account for more than one such counterpart hereof. In the event that any signature is delivered by electronic means, facsimile transmission or by e-mail delivery of a ".pdf" format data file, such signature shall create a valid and binding obligation of the party executing (or on whose behalf such signature is executed) with the same force and effect as if such electronic, facsimile or ".pdf" signature page were an original. By signing this MOU, you represent that you are the Customer or authorized Customer representative and the Customer Information above is true and correct.

"CUSTOMER"

"GRUCom"

Sign: _____
 Name: _____
 Title: _____
 Date: _____

Sign: _____
 Name: _____
 Title: _____
 Date: _____

CUSTOMER
INITIALS: _____
DATE: _____

GRUCom Service Order - Memorandum of Understanding
TERMS AND CONDITIONS

1. Term of MOU: GRUCom hereby agrees to provide, and the Customer hereby agrees to purchase from GRUCom, telecommunications transmission service (the "Service") for the price(s) (the "Service Cost") specified in this MOU, subject to the terms and conditions set forth herein. The Initial Term of this MOU shall begin on the Customer's Requested Service Date contained herein or on the installation date of the Service, whichever is later (the "In-Service Date"). At the expiration of the Initial Term specified in this MOU, or of any extension thereof, the MOU shall continue in effect on a month-to-month basis upon the same terms and conditions set forth herein unless terminated by either the Customer or GRUCom upon thirty (30) days prior written notice. During the month-to-month extension, GRUCom may increase the price for the Service at any time by providing at least thirty (30) days prior written notice to Customer.

2. Method of Payment: Customer agrees to pay GRUCom monthly in arrears, on the first day of each month, a recurring monthly charge at the rate set forth under "Service Cost" in this MOU for service provided in the preceding month. The non-recurring charge for installation contained under "Service Cost" is also due with the first payment. Any payment received by GRUCom twenty (20) days after the due date shall be considered delinquent. Service charges for late payments, returned checks or non-paid EFT transactions shall be in accordance with the GRUCom rate schedule for such service charges that are then currently in effect. Failure of the customer to receive a bill, in whole or in part, does not relieve the customer of the obligation of its payment nor from the consequences of nonpayment.

3. Additional Charges: Any applicable federal, state, or local use, excise, sales or privilege taxes, duties or similar liabilities, chargeable to or against the Customer or GRUCom because of the Service provided Customer, shall be charged to and payable by the Customer in addition to the regular charges under this MOU. It shall be the Customer's responsibility to secure and document any exemption from any tax or assessment on a continuous basis to the satisfaction of GRUCom. The failure of GRUCom to levy or collect any such tax or assessment does not relieve the Customer of its responsibility for the payment of such tax or assessment.

4. Interruption of Service: No credit shall be allowed for an interruption of six (6) hours or less per month in the case of a catastrophic interruption. Such interruption shall be deemed to have occurred in the event of a complete cable cut, an equipment enclosure fire, an explosion, or any other circumstance of an extraordinary or catastrophic nature. No credit shall be allowed for an interruption of two (2) hours or less in the case of a non-catastrophic interruption. When service provided includes more than one communication path, the interruption allowance shall apply only to the path(s) interrupted. If service is interrupted for more than 6 or 2 hours respectively, Customer may apply for a credit from the time it notifies GRUCom of interruption to the time service is resumed. GRUCom shall have no obligation to provide alternative routing with respect to any transmission capacity provided pursuant to this MOU.

5. Use of Customer's Premises: Customer will provide GRUCom with adequate space within its building or facility for the GRUCom equipment required to furnish the Service and will provide the necessary electrical power to operate the on site equipment. In addition, Customer will provide GRUCom with ingress and egress to the property, access to the building and conduit from the public right of way, if necessary, to the applicable equipment room for GRUCom installation of its cable or wire. All costs associated with any building modifications or conduit installation on the premises will be born by the Customer, unless there has been a prior agreement between the parties to the contrary. GRUCom will install its wire or cable once the Customer has provided access. Where the premises are not owned by the Customer, Customer shall obtain all necessary approvals from the owner which will allow GRUCom to locate, install and maintain its equipment, cable and wire on the premises and to remove its equipment, cable and wire in the event of Customer's default of any of the provisions of this MOU or upon the termination of this MOU.

6. Installation Delay or Cancellation by Customer: If Customer causes installation of the Service to be delayed for a period of ninety (90) days or longer after either the Effective Date or the Customer's Requested Service Date, whichever is later, GRUCom reserves the right to either (1) begin billing for the Service on the date the Service would have been installed, with that first billing date to become the In-Service Date for the purpose of determining the Initial Term, or (2) terminate the MOU, with Customer being obligated to pay an Order Cancellation Charge equal to 40% of the Monthly Recurring Charges for the cancelled Service multiplied by the number of months of the Initial Term, plus 100% of any Non-Recurring Charge(s) specified in this Agreement. Any cancellation of the Service by Customer prior to the In-Service Date, but after the Effective Date, shall subject the Customer to the same liabilities as described in (2) within this Section 6.

7. Ownership, Removal, Replacement and Maintenance of Equipment, Cable and Wire: All equipment, cable and wire provided or installed by GRUCom shall remain the property of GRUCom. The Customer will cooperate and allow GRUCom access to the premises for normal and emergency maintenance, and for necessary removal or replacement of any equipment, cable and/or wire.

8. Force Majeure: GRUCom shall not be responsible for any failure of performance hereunder due to forces beyond its reasonable control, including but not limited to acts of God or acts of federal, state, or local government agencies, or of any civil or military authority, fire, lightning, floods, explosion, vandalism, labor disputes, severe weather conditions, or other similar occurrences.

9. Termination/Suspension: The Service provided Customer is subject to the condition that it is not to be used for any unlawful purpose or in any unlawful manner, and may be terminated or suspended by GRUCom, at GRUCom's option, if any such prohibited use occurs. GRUCom may also suspend or terminate the Service in the event of non-payment by Customer on or after any due date, and after ten (10) days' notice of non-payment to Customer by GRUCom until such time as Customer has paid all arrearage, including any interest as specified herein. During any such temporary suspension, and upon any such termination by GRUCom, no interruption shall be deemed to have occurred for purposes of Section 4. Furthermore, upon any such termination for cause by GRUCom, Customer will be obligated to pay the termination fee described in Section 10, notwithstanding any express waiver to the contrary stated elsewhere herein.

10. Early Termination: Effective upon the In-Service Date, Customer may terminate the Service before the expiration of the Initial Term specified in this MOU, or of any contracted extension thereof; provided, however, if Customer terminates the Service before the expiration of the Initial Term (except for by reason of breach by GRUCom), unless otherwise expressly stated elsewhere herein, Customer will be obligated to pay a termination fee equal to the Non-Recurring Charges (if unpaid) plus 100% of the Monthly Recurring Charges for the terminated Service multiplied by the number of full months remaining in the Initial Term. This provision survives termination of the MOU.

CUSTOMER
INITIALS: _____
DATE: _____

11. **Negligence:** Each party shall be solely responsible for the acts, errors, and omissions of its employees and agents.

12. **DISCLAIMER OF WARRANTY:** THE SERVICE IS DISTRIBUTED ON AN “AS IS”, “AS AVAILABLE” BASIS WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO WARRANTIES OF TITLE OR IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR OTHERWISE, OTHER THAN THOSE WARRANTIES (IF ANY) WHICH ARE IMPLIED BY AND INCAPABLE OF EXCLUSION, RESTRICTION, OR MODIFICATION UNDER THIS MEMORANDUM OF UNDERSTANDING, ALL SUCH WARRANTIES BEING EXPRESSLY DISCLAIMED. NEITHER GRUCOM NOR ANY OF ITS UNDERLYING SERVICE PROVIDERS, INFORMATION PROVIDERS, LICENSERS, EMPLOYEES, OR AGENTS SHALL HAVE ANY RESPONSIBILITY FOR INCIDENTAL, CONSEQUENTIAL, INDIRECT OR SPECIAL DAMAGES SUFFERED BY CUSTOMER OR ANY OTHER PARTY AS A RESULT OF THE OPERATION OR MALFUNCTION OF THE SERVICE, REGARDLESS OF WHETHER OR NOT SUCH PARTIES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. CUSTOMER EXPRESSLY ACKNOWLEDGES THAT THE PROVISIONS OF THIS SECTION SHALL ALSO APPLY TO ALL CONTENT OR OTHER SERVICES AVAILABLE THROUGH THE SERVICE. CUSTOMER AGREES THAT GRUCOM WILL NOT, IN ANY WAY, BE HELD RESPONSIBLE FOR ANY SELECTION OR RETENTION OF, OR ACTS OR OMISSIONS OF, THIRD PARTIES IN CONNECTION WITH THE SERVICE (INCLUDING THOSE WITH WHOM GRUCOM MAY CONTRACT TO OPERATE VARIOUS AREAS OF THE SERVICE). CUSTOMER ASSUMES TOTAL RESPONSIBILITY FOR THE USE OF THE SERVICE AND, WHERE APPLICABLE, THE INTERNET. GRUCOM DOES NOT MAKE ANY EXPRESS OR IMPLIED WARRANTIES REPRESENTATIONS OR ENDORSEMENTS WHATSOEVER (INCLUDING WITHOUT LIMITATION WARRANTIES OF TITLE OR NONINFRINGEMENT, OR IMPLIED WARRANTIES OR MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE) WITH REGARD TO THE SERVICE, ANY MERCHANDISE, INFORMATION OR SERVICE PROVIDED THROUGH THE SERVICE OR ON THE INTERNET GENERALLY, AND GRUCOM SHALL NOT BE RESPONSIBLE FOR ANY COST OR DAMAGE ARISING EITHER DIRECTLY OR INDIRECTLY FROM ANY SUCH TRANSACTION.

13. **Limitations of Service:** Notwithstanding any other provision of this MOU, this MOU applies only to the Service provided by GRUCOM to Customer, and shall not apply to any offering by Customer of services to Customer’s customers or Customer’s end-users.

14. **Entire Agreement:** This MOU and all other documents incorporated or referred to herein, contain the entire agreement of all the parties hereto and there are no representations, inducements or other provisions other than those expressed in writing herein. No modification of any provision of this MOU shall be effective unless it is executed in writing by all parties hereto. The waiver, by GRUCOM, or a breach by the Customer of any provision of this MOU, shall not operate, or be construed as a waiver of any subsequent breach by the Customer.

15. **Annual Increase:** Beginning upon the specified Start Date, and continuing annually each October 1st thereafter, the Total Monthly Recurring Charges for the Service will be increased by the specified Escalation Rate. The resultant increase to the Total Monthly Recurring Charges will subsequently appear, without further notice, beginning with each November’s billing invoice.



301 SE 4th Avenue, Station E1-D
 Gainesville, FL 32601
 Phone: 352-334-3200
 Fax: 352-334-2799
 Email: grucomsales@grucom.com
 Web: www.grucom.com

Order Date: 03-MARCH-2021

GRUCom Order Number: 2021-39-5

GRUCom Data Service Order – Memorandum of Understanding

SERVICE	
Service Description/Location:	
To:	COG: FIRE STATION 5: 1244 NW 30 AVE, GAINESVILLE, FL 32609
From:	COG: FIRE ADMIN COMPLEX: 1026 NE 14 ST, GAINESVILLE, FL 32601
ACTIVE GRUCOM CID GDE7122102A 100Mbps	
Initial Term: 60 MONTHS <i>Please note TERMS AND CONDITIONS item 1 "Term of MOU" on page 2 regarding expiration of the Initial Term.</i>	
Customer's Requested Service Date: 1 OCTOBER 2021	

SERVICE COST	
Total Non-Recurring Charges:	Total Monthly Recurring Charges:
N/A	100Mbps METRO ETHERNET DATA TRANSPORT SERVICE GFR MAN
Total: \$0	Total: \$300/mo.
Annual Increase: Escalation Rate: +3%	
Start Date: 01-OCTOBER-2022	
<i>Please note TERMS AND CONDITIONS item 15 "Annual Increase" on page 2 of 2 regarding the Annual Increase</i>	

CUSTOMER INFORMATION	BILLING INFORMATION
Legal Company Name: CITY OF GAINESVILLE	Departments/Division Name: GAINESVILLE FIRE RESCUE DEPARTMENT
Principal Address: 200 EAST UNIVERSITY AVENUE	GRUCom Billing Acct #: 1001003 2
City: GAINESVILLE	Billing Address: 1025 NE 13 TH STREET BOX 34
State: FLORIDA	City: GAINESVILLE
Zip: 32601	State: FLORIDA
Contact: CITY HALL	Zip: 32601
Phone No.: 352-334-5054	Contact: ARTIE CHESTNUT
e-mail or fax: 352-334-2271	Phone No.: (352) 393-8464

This Memorandum of Understanding ("MOU"), by and between the City of Gainesville d/b/a GRUCom and the Customer indicated in the Customer Information section above, is entered into and made effective on the last date signed and written below (the "Effective Date"). BY SIGNATURE BELOW, AND BY INITIALS AND DATES IN THE SPACES PROVIDED ON THE ATTACHED TERMS AND CONDITIONS, CUSTOMER ACKNOWLEDGES HE/SHE HAS READ THE TERMS AND CONDITIONS AND AGREES TO BE BOUND BY THEM. The Service Cost(s) do not include applicable taxes, fees, assessments or surcharges which, if applicable, are additional and subject to change. This MOU becomes binding as to Customer when Customer signs and delivers this MOU to GRUCom; however, GRUCom may withdraw this MOU at any time prior to GRUCom's signature. If, within sixty (60) days after GRUCom's signature below, GRUCom determines that Customer's location(s) is not serviceable under GRUCom's normal installation guidelines, GRUCom may terminate this MOU without incurring any liability. If Customer cancels this MOU prior to installation of the Service, Customer shall be wholly responsible for paying GRUCom the Order Cancellation Charge as further described herein. This MOU may be executed in any number of original counterparts, or by facsimile or electronic signature, each of which when so executed and delivered shall be an original, and it shall not be necessary in making proof of this MOU to produce or account for more than one such counterpart hereof. In the event that any signature is delivered by electronic means, facsimile transmission or by e-mail delivery of a ".pdf" format data file, such signature shall create a valid and binding obligation of the party executing (or on whose behalf such signature is executed) with the same force and effect as if such electronic, facsimile or ".pdf" signature page were an original. By signing this MOU, you represent that you are the Customer or authorized Customer representative and the Customer Information above is true and correct.

"CUSTOMER"

"GRUCom"

Sign: _____
 Name: _____
 Title: _____
 Date: _____

Sign: _____
 Name: _____
 Title: _____
 Date: _____

CUSTOMER
INITIALS: _____
DATE: _____

GRUCom Service Order - Memorandum of Understanding
TERMS AND CONDITIONS

1. Term of MOU: GRUCom hereby agrees to provide, and the Customer hereby agrees to purchase from GRUCom, telecommunications transmission service (the "Service") for the price(s) (the "Service Cost") specified in this MOU, subject to the terms and conditions set forth herein. The Initial Term of this MOU shall begin on the Customer's Requested Service Date contained herein or on the installation date of the Service, whichever is later (the "In-Service Date"). At the expiration of the Initial Term specified in this MOU, or of any extension thereof, the MOU shall continue in effect on a month-to-month basis upon the same terms and conditions set forth herein unless terminated by either the Customer or GRUCom upon thirty (30) days prior written notice. During the month-to-month extension, GRUCom may increase the price for the Service at any time by providing at least thirty (30) days prior written notice to Customer.

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4. Interruption of Service: No credit shall be allowed for an interruption of six (6) hours or less per month in the case of a catastrophic interruption. Such interruption shall be deemed to have occurred in the event of a complete cable cut, an equipment enclosure fire, an explosion, or any other circumstance of an extraordinary or catastrophic nature. No credit shall be allowed for an interruption of two (2) hours or less in the case of a non-catastrophic interruption. When service provided includes more than one communication path, the interruption allowance shall apply only to the path(s) interrupted. If service is interrupted for more than 6 or 2 hours respectively, Customer may apply for a credit from the time it notifies GRUCom of interruption to the time service is resumed. GRUCom shall have no obligation to provide alternative routing with respect to any transmission capacity provided pursuant to this MOU.

5. Use of Customer's Premises: Customer will provide GRUCom with adequate space within its building or facility for the GRUCom equipment required to furnish the Service and will provide the necessary electrical power to operate the on site equipment. In addition, Customer will provide GRUCom with ingress and egress to the property, access to the building and conduit from the public right of way, if necessary, to the applicable equipment room for GRUCom installation of its cable or wire. All costs associated with any building modifications or conduit installation on the premises will be born by the Customer, unless there has been a prior agreement between the parties to the contrary. GRUCom will install its wire or cable once the Customer has provided access. Where the premises are not owned by the Customer, Customer shall obtain all necessary approvals from the owner which will allow GRUCom to locate, install and maintain its equipment, cable and wire on the premises and to remove its equipment, cable and wire in the event of Customer's default of any of the provisions of this MOU or upon the termination of this MOU.

6. Installation Delay or Cancellation by Customer: If Customer causes installation of the Service to be delayed for a period of ninety (90) days or longer after either the Effective Date or the Customer's Requested Service Date, whichever is later, GRUCom reserves the right to either (1) begin billing for the Service on the date the Service would have been installed, with that first billing date to become the In-Service Date for the purpose of determining the Initial Term, or (2) terminate the MOU, with Customer being obligated to pay an Order Cancellation Charge equal to 40% of the Monthly Recurring Charges for the cancelled Service multiplied by the number of months of the Initial Term, plus 100% of any Non-Recurring Charge(s) specified in this Agreement. Any cancellation of the Service by Customer prior to the In-Service Date, but after the Effective Date, shall subject the Customer to the same liabilities as described in (2) within this Section 6.

7. Ownership, Removal, Replacement and Maintenance of Equipment, Cable and Wire: All equipment, cable and wire provided or installed by GRUCom shall remain the property of GRUCom. The Customer will cooperate and allow GRUCom access to the premises for normal and emergency maintenance, and for necessary removal or replacement of any equipment, cable and/or wire.

8. Force Majeure: GRUCom shall not be responsible for any failure of performance hereunder due to forces beyond its reasonable control, including but not limited to acts of God or acts of federal, state, or local government agencies, or of any civil or military authority, fire, lightning, floods, explosion, vandalism, labor disputes, severe weather conditions, or other similar occurrences.

9. Termination/Suspension: The Service provided Customer is subject to the condition that it is not to be used for any unlawful purpose or in any unlawful manner, and may be terminated or suspended by GRUCom, at GRUCom's option, if any such prohibited use occurs. GRUCom may also suspend or terminate the Service in the event of non-payment by Customer on or after any due date, and after ten (10) days' notice of non-payment to Customer by GRUCom until such time as Customer has paid all arrearage, including any interest as specified herein. During any such temporary suspension, and upon any such termination by GRUCom, no interruption shall be deemed to have occurred for purposes of Section 4. Furthermore, upon any such termination for cause by GRUCom, Customer will be obligated to pay the termination fee described in Section 10, notwithstanding any express waiver to the contrary stated elsewhere herein.

10. Early Termination: Effective upon the In-Service Date, Customer may terminate the Service before the expiration of the Initial Term specified in this MOU, or of any contracted extension thereof; provided, however, if Customer terminates the Service before the expiration of the Initial Term (except for by reason of breach by GRUCom), unless otherwise expressly stated elsewhere herein, Customer will be obligated to pay a termination fee equal to the Non-Recurring Charges (if unpaid) plus 100% of the Monthly Recurring Charges for the terminated Service multiplied by the number of full months remaining in the Initial Term. This provision survives termination of the MOU.

CUSTOMER
INITIALS: _____
DATE: _____

11. **Negligence:** Each party shall be solely responsible for the acts, errors, and omissions of its employees and agents.

12. **DISCLAIMER OF WARRANTY:** THE SERVICE IS DISTRIBUTED ON AN “AS IS”, “AS AVAILABLE” BASIS WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO WARRANTIES OF TITLE OR IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR OTHERWISE, OTHER THAN THOSE WARRANTIES (IF ANY) WHICH ARE IMPLIED BY AND INCAPABLE OF EXCLUSION, RESTRICTION, OR MODIFICATION UNDER THIS MEMORANDUM OF UNDERSTANDING, ALL SUCH WARRANTIES BEING EXPRESSLY DISCLAIMED. NEITHER GRUCOM NOR ANY OF ITS UNDERLYING SERVICE PROVIDERS, INFORMATION PROVIDERS, LICENSERS, EMPLOYEES, OR AGENTS SHALL HAVE ANY RESPONSIBILITY FOR INCIDENTAL, CONSEQUENTIAL, INDIRECT OR SPECIAL DAMAGES SUFFERED BY CUSTOMER OR ANY OTHER PARTY AS A RESULT OF THE OPERATION OR MALFUNCTION OF THE SERVICE, REGARDLESS OF WHETHER OR NOT SUCH PARTIES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. CUSTOMER EXPRESSLY ACKNOWLEDGES THAT THE PROVISIONS OF THIS SECTION SHALL ALSO APPLY TO ALL CONTENT OR OTHER SERVICES AVAILABLE THROUGH THE SERVICE. CUSTOMER AGREES THAT GRUCOM WILL NOT, IN ANY WAY, BE HELD RESPONSIBLE FOR ANY SELECTION OR RETENTION OF, OR ACTS OR OMISSIONS OF, THIRD PARTIES IN CONNECTION WITH THE SERVICE (INCLUDING THOSE WITH WHOM GRUCOM MAY CONTRACT TO OPERATE VARIOUS AREAS OF THE SERVICE). CUSTOMER ASSUMES TOTAL RESPONSIBILITY FOR THE USE OF THE SERVICE AND, WHERE APPLICABLE, THE INTERNET. GRUCOM DOES NOT MAKE ANY EXPRESS OR IMPLIED WARRANTIES REPRESENTATIONS OR ENDORSEMENTS WHATSOEVER (INCLUDING WITHOUT LIMITATION WARRANTIES OF TITLE OR NONINFRINGEMENT, OR IMPLIED WARRANTIES OR MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE) WITH REGARD TO THE SERVICE, ANY MERCHANDISE, INFORMATION OR SERVICE PROVIDED THROUGH THE SERVICE OR ON THE INTERNET GENERALLY, AND GRUCOM SHALL NOT BE RESPONSIBLE FOR ANY COST OR DAMAGE ARISING EITHER DIRECTLY OR INDIRECTLY FROM ANY SUCH TRANSACTION.

13. **Limitations of Service:** Notwithstanding any other provision of this MOU, this MOU applies only to the Service provided by GRUCOM to Customer, and shall not apply to any offering by Customer of services to Customer’s customers or Customer’s end-users.

14. **Entire Agreement:** This MOU and all other documents incorporated or referred to herein, contain the entire agreement of all the parties hereto and there are no representations, inducements or other provisions other than those expressed in writing herein. No modification of any provision of this MOU shall be effective unless it is executed in writing by all parties hereto. The waiver, by GRUCOM, or a breach by the Customer of any provision of this MOU, shall not operate, or be construed as a waiver of any subsequent breach by the Customer.

15. **Annual Increase:** Beginning upon the specified Start Date, and continuing annually each October 1st thereafter, the Total Monthly Recurring Charges for the Service will be increased by the specified Escalation Rate. The resultant increase to the Total Monthly Recurring Charges will subsequently appear, without further notice, beginning with each November’s billing invoice.



301 SE 4th Avenue, Station E1-D
 Gainesville, FL 32601
 Phone: 352-334-3200
 Fax: 352-334-2799
 Email: grucomsales@grucom.com
 Web: www.grucom.com

Order Date: 03-MARCH-2021

GRUCom Order Number: 2021-39-6

GRUCom Data Service Order – Memorandum of Understanding

SERVICE	
Service Description/Location:	
To:	COG: FIRE STATION 7: 5601 NW 43 ST, GAINESVILLE, FL 32653
From:	COG: FIRE ADMIN COMPLEX: 1026 NE 14 ST, GAINESVILLE, FL 32601
ACTIVE GRUCOM CID GDE7560102A 100Mbps	
Initial Term: 60 MONTHS <i>Please note TERMS AND CONDITIONS item 1 "Term of MOU" on page 2 regarding expiration of the Initial Term.</i>	
Customer's Requested Service Date: 1 OCTOBER 2021	

SERVICE COST	
Total Non-Recurring Charges:	Total Monthly Recurring Charges:
N/A	100Mbps METRO ETHERNET DATA TRANSPORT SERVICE GFR MAN
Total: \$0	Total: \$300/mo.
Annual Increase: Escalation Rate: +3%	
Start Date: 01-OCTOBER-2022	
<i>Please note TERMS AND CONDITIONS item 15 "Annual Increase" on page 2 of 2 regarding the Annual Increase</i>	

CUSTOMER INFORMATION	BILLING INFORMATION
Legal Company Name: CITY OF GAINESVILLE	Departments/Division Name: GAINESVILLE FIRE RESCUE DEPARTMENT
Principal Address: 200 EAST UNIVERSITY AVENUE	GRUCom Billing Acct #: 1001003 2
City: GAINESVILLE	Billing Address: 1025 NE 13 TH STREET BOX 34
State: FLORIDA	City: GAINESVILLE
Zip: 32601	State: FLORIDA
Contact: CITY HALL	Zip: 32601
Phone No.: 352-334-5054	Contact: ARTIE CHESTNUT
e-mail or fax: 352-334-2271	Phone No.: (352) 393-8464

This Memorandum of Understanding ("MOU"), by and between the City of Gainesville d/b/a GRUCom and the Customer indicated in the Customer Information section above, is entered into and made effective on the last date signed and written below (the "Effective Date"). BY SIGNATURE BELOW, AND BY INITIALS AND DATES IN THE SPACES PROVIDED ON THE ATTACHED TERMS AND CONDITIONS, CUSTOMER ACKNOWLEDGES HE/SHE HAS READ THE TERMS AND CONDITIONS AND AGREES TO BE BOUND BY THEM. The Service Cost(s) do not include applicable taxes, fees, assessments or surcharges which, if applicable, are additional and subject to change. This MOU becomes binding as to Customer when Customer signs and delivers this MOU to GRUCom; however, GRUCom may withdraw this MOU at any time prior to GRUCom's signature. If, within sixty (60) days after GRUCom's signature below, GRUCom determines that Customer's location(s) is not serviceable under GRUCom's normal installation guidelines, GRUCom may terminate this MOU without incurring any liability. If Customer cancels this MOU prior to installation of the Service, Customer shall be wholly responsible for paying GRUCom the Order Cancellation Charge as further described herein. This MOU may be executed in any number of original counterparts, or by facsimile or electronic signature, each of which when so executed and delivered shall be an original, and it shall not be necessary in making proof of this MOU to produce or account for more than one such counterpart hereof. In the event that any signature is delivered by electronic means, facsimile transmission or by e-mail delivery of a ".pdf" format data file, such signature shall create a valid and binding obligation of the party executing (or on whose behalf such signature is executed) with the same force and effect as if such electronic, facsimile or ".pdf" signature page were an original. By signing this MOU, you represent that you are the Customer or authorized Customer representative and the Customer Information above is true and correct.

"CUSTOMER"

"GRUCom"

Sign: _____
 Name: _____
 Title: _____
 Date: _____

Sign: _____
 Name: _____
 Title: _____
 Date: _____

CUSTOMER
INITIALS: _____
DATE: _____

GRUCom Service Order - Memorandum of Understanding
TERMS AND CONDITIONS

1. Term of MOU: GRUCom hereby agrees to provide, and the Customer hereby agrees to purchase from GRUCom, telecommunications transmission service (the "Service") for the price(s) (the "Service Cost") specified in this MOU, subject to the terms and conditions set forth herein. The Initial Term of this MOU shall begin on the Customer's Requested Service Date contained herein or on the installation date of the Service, whichever is later (the "In-Service Date"). At the expiration of the Initial Term specified in this MOU, or of any extension thereof, the MOU shall continue in effect on a month-to-month basis upon the same terms and conditions set forth herein unless terminated by either the Customer or GRUCom upon thirty (30) days prior written notice. During the month-to-month extension, GRUCom may increase the price for the Service at any time by providing at least thirty (30) days prior written notice to Customer.

2. Method of Payment: Customer agrees to pay GRUCom monthly in arrears, on the first day of each month, a recurring monthly charge at the rate set forth under "Service Cost" in this MOU for service provided in the preceding month. The non-recurring charge for installation contained under "Service Cost" is also due with the first payment. Any payment received by GRUCom twenty (20) days after the due date shall be considered delinquent. Service charges for late payments, returned checks or non-paid EFT transactions shall be in accordance with the GRUCom rate schedule for such service charges that are then currently in effect. Failure of the customer to receive a bill, in whole or in part, does not relieve the customer of the obligation of its payment nor from the consequences of nonpayment.

3. Additional Charges: Any applicable federal, state, or local use, excise, sales or privilege taxes, duties or similar liabilities, chargeable to or against the Customer or GRUCom because of the Service provided Customer, shall be charged to and payable by the Customer in addition to the regular charges under this MOU. It shall be the Customer's responsibility to secure and document any exemption from any tax or assessment on a continuous basis to the satisfaction of GRUCom. The failure of GRUCom to levy or collect any such tax or assessment does not relieve the Customer of its responsibility for the payment of such tax or assessment.

4. Interruption of Service: No credit shall be allowed for an interruption of six (6) hours or less per month in the case of a catastrophic interruption. Such interruption shall be deemed to have occurred in the event of a complete cable cut, an equipment enclosure fire, an explosion, or any other circumstance of an extraordinary or catastrophic nature. No credit shall be allowed for an interruption of two (2) hours or less in the case of a non-catastrophic interruption. When service provided includes more than one communication path, the interruption allowance shall apply only to the path(s) interrupted. If service is interrupted for more than 6 or 2 hours respectively, Customer may apply for a credit from the time it notifies GRUCom of interruption to the time service is resumed. GRUCom shall have no obligation to provide alternative routing with respect to any transmission capacity provided pursuant to this MOU.

5. Use of Customer's Premises: Customer will provide GRUCom with adequate space within its building or facility for the GRUCom equipment required to furnish the Service and will provide the necessary electrical power to operate the on site equipment. In addition, Customer will provide GRUCom with ingress and egress to the property, access to the building and conduit from the public right of way, if necessary, to the applicable equipment room for GRUCom installation of its cable or wire. All costs associated with any building modifications or conduit installation on the premises will be born by the Customer, unless there has been a prior agreement between the parties to the contrary. GRUCom will install its wire or cable once the Customer has provided access. Where the premises are not owned by the Customer, Customer shall obtain all necessary approvals from the owner which will allow GRUCom to locate, install and maintain its equipment, cable and wire on the premises and to remove its equipment, cable and wire in the event of Customer's default of any of the provisions of this MOU or upon the termination of this MOU.

6. Installation Delay or Cancellation by Customer: If Customer causes installation of the Service to be delayed for a period of ninety (90) days or longer after either the Effective Date or the Customer's Requested Service Date, whichever is later, GRUCom reserves the right to either (1) begin billing for the Service on the date the Service would have been installed, with that first billing date to become the In-Service Date for the purpose of determining the Initial Term, or (2) terminate the MOU, with Customer being obligated to pay an Order Cancellation Charge equal to 40% of the Monthly Recurring Charges for the cancelled Service multiplied by the number of months of the Initial Term, plus 100% of any Non-Recurring Charge(s) specified in this Agreement. Any cancellation of the Service by Customer prior to the In-Service Date, but after the Effective Date, shall subject the Customer to the same liabilities as described in (2) within this Section 6.

7. Ownership, Removal, Replacement and Maintenance of Equipment, Cable and Wire: All equipment, cable and wire provided or installed by GRUCom shall remain the property of GRUCom. The Customer will cooperate and allow GRUCom access to the premises for normal and emergency maintenance, and for necessary removal or replacement of any equipment, cable and/or wire.

8. Force Majeure: GRUCom shall not be responsible for any failure of performance hereunder due to forces beyond its reasonable control, including but not limited to acts of God or acts of federal, state, or local government agencies, or of any civil or military authority, fire, lightning, floods, explosion, vandalism, labor disputes, severe weather conditions, or other similar occurrences.

9. Termination/Suspension: The Service provided Customer is subject to the condition that it is not to be used for any unlawful purpose or in any unlawful manner, and may be terminated or suspended by GRUCom, at GRUCom's option, if any such prohibited use occurs. GRUCom may also suspend or terminate the Service in the event of non-payment by Customer on or after any due date, and after ten (10) days' notice of non-payment to Customer by GRUCom until such time as Customer has paid all arrearage, including any interest as specified herein. During any such temporary suspension, and upon any such termination by GRUCom, no interruption shall be deemed to have occurred for purposes of Section 4. Furthermore, upon any such termination for cause by GRUCom, Customer will be obligated to pay the termination fee described in Section 10, notwithstanding any express waiver to the contrary stated elsewhere herein.

10. Early Termination: Effective upon the In-Service Date, Customer may terminate the Service before the expiration of the Initial Term specified in this MOU, or of any contracted extension thereof; provided, however, if Customer terminates the Service before the expiration of the Initial Term (except for by reason of breach by GRUCom), unless otherwise expressly stated elsewhere herein, Customer will be obligated to pay a termination fee equal to the Non-Recurring Charges (if unpaid) plus 100% of the Monthly Recurring Charges for the terminated Service multiplied by the number of full months remaining in the Initial Term. This provision survives termination of the MOU.

CUSTOMER
INITIALS: _____
DATE: _____

11. **Negligence:** Each party shall be solely responsible for the acts, errors, and omissions of its employees and agents.

12. **DISCLAIMER OF WARRANTY:** THE SERVICE IS DISTRIBUTED ON AN “AS IS”, “AS AVAILABLE” BASIS WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO WARRANTIES OF TITLE OR IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR OTHERWISE, OTHER THAN THOSE WARRANTIES (IF ANY) WHICH ARE IMPLIED BY AND INCAPABLE OF EXCLUSION, RESTRICTION, OR MODIFICATION UNDER THIS MEMORANDUM OF UNDERSTANDING, ALL SUCH WARRANTIES BEING EXPRESSLY DISCLAIMED. NEITHER GRUCOM NOR ANY OF ITS UNDERLYING SERVICE PROVIDERS, INFORMATION PROVIDERS, LICENSERS, EMPLOYEES, OR AGENTS SHALL HAVE ANY RESPONSIBILITY FOR INCIDENTAL, CONSEQUENTIAL, INDIRECT OR SPECIAL DAMAGES SUFFERED BY CUSTOMER OR ANY OTHER PARTY AS A RESULT OF THE OPERATION OR MALFUNCTION OF THE SERVICE, REGARDLESS OF WHETHER OR NOT SUCH PARTIES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. CUSTOMER EXPRESSLY ACKNOWLEDGES THAT THE PROVISIONS OF THIS SECTION SHALL ALSO APPLY TO ALL CONTENT OR OTHER SERVICES AVAILABLE THROUGH THE SERVICE. CUSTOMER AGREES THAT GRUCOM WILL NOT, IN ANY WAY, BE HELD RESPONSIBLE FOR ANY SELECTION OR RETENTION OF, OR ACTS OR OMISSIONS OF, THIRD PARTIES IN CONNECTION WITH THE SERVICE (INCLUDING THOSE WITH WHOM GRUCOM MAY CONTRACT TO OPERATE VARIOUS AREAS OF THE SERVICE). CUSTOMER ASSUMES TOTAL RESPONSIBILITY FOR THE USE OF THE SERVICE AND, WHERE APPLICABLE, THE INTERNET. GRUCOM DOES NOT MAKE ANY EXPRESS OR IMPLIED WARRANTIES REPRESENTATIONS OR ENDORSEMENTS WHATSOEVER (INCLUDING WITHOUT LIMITATION WARRANTIES OF TITLE OR NONINFRINGEMENT, OR IMPLIED WARRANTIES OR MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE) WITH REGARD TO THE SERVICE, ANY MERCHANDISE, INFORMATION OR SERVICE PROVIDED THROUGH THE SERVICE OR ON THE INTERNET GENERALLY, AND GRUCOM SHALL NOT BE RESPONSIBLE FOR ANY COST OR DAMAGE ARISING EITHER DIRECTLY OR INDIRECTLY FROM ANY SUCH TRANSACTION.

13. **Limitations of Service:** Notwithstanding any other provision of this MOU, this MOU applies only to the Service provided by GRUCOM to Customer, and shall not apply to any offering by Customer of services to Customer’s customers or Customer’s end-users.

14. **Entire Agreement:** This MOU and all other documents incorporated or referred to herein, contain the entire agreement of all the parties hereto and there are no representations, inducements or other provisions other than those expressed in writing herein. No modification of any provision of this MOU shall be effective unless it is executed in writing by all parties hereto. The waiver, by GRUCOM, or a breach by the Customer of any provision of this MOU, shall not operate, or be construed as a waiver of any subsequent breach by the Customer.

15. **Annual Increase:** Beginning upon the specified Start Date, and continuing annually each October 1st thereafter, the Total Monthly Recurring Charges for the Service will be increased by the specified Escalation Rate. The resultant increase to the Total Monthly Recurring Charges will subsequently appear, without further notice, beginning with each November’s billing invoice.



301 SE 4th Avenue, Station E1-D
 Gainesville, FL 32601
 Phone: 352-334-3200
 Fax: 352-334-2799
 Email: grucomsales@grucom.com
 Web: www.grucom.com

Order Date: 03-MARCH-2021

GRUCom Order Number: 2021-39-7

GRUCom Data Service Order – Memorandum of Understanding

SERVICE	
Service Description/Location:	
To:	COG: FIRE STATION 8: 3223 NW 42 AVE, GAINESVILLE, FL 32605
From:	COG: FIRE ADMIN COMPLEX: 1026 NE 14 ST, GAINESVILLE, FL 32601
ACTIVE GRUCOM CID GDETH322102AA 100Mbps	
Initial Term: 60 MONTHS <i>Please note TERMS AND CONDITIONS item 1 "Term of MOU" on page 2 regarding expiration of the Initial Term.</i>	
Customer's Requested Service Date: 1 OCTOBER 2021	

SERVICE COST	
Total Non-Recurring Charges:	Total Monthly Recurring Charges:
N/A	100Mbps METRO ETHERNET DATA TRANSPORT SERVICE GFR MAN
Total: \$0	Total: \$300/mo.
Annual Increase: Escalation Rate: +3%	
Start Date: 01-OCTOBER-2022	
<i>Please note TERMS AND CONDITIONS item 15 "Annual Increase" on page 2 of 2 regarding the Annual Increase</i>	

CUSTOMER INFORMATION	BILLING INFORMATION
Legal Company Name: CITY OF GAINESVILLE	Departments/Division Name: GAINESVILLE FIRE RESCUE DEPARTMENT
Principal Address: 200 EAST UNIVERSITY AVENUE	GRUCom Billing Acct #: 1001003 2
City: GAINESVILLE	Billing Address: 1025 NE 13 TH STREET BOX 34
State: FLORIDA	City: GAINESVILLE
Zip: 32601	State: FLORIDA
Contact: CITY HALL	Zip: 32601
Phone No.: 352-334-5054	Contact: ARTIE CHESTNUT
e-mail or fax: 352-334-2271	Phone No.: (352) 393-8464

This Memorandum of Understanding ("MOU"), by and between the City of Gainesville d/b/a GRUCom and the Customer indicated in the Customer Information section above, is entered into and made effective on the last date signed and written below (the "Effective Date"). BY SIGNATURE BELOW, AND BY INITIALS AND DATES IN THE SPACES PROVIDED ON THE ATTACHED TERMS AND CONDITIONS, CUSTOMER ACKNOWLEDGES HE/SHE HAS READ THE TERMS AND CONDITIONS AND AGREES TO BE BOUND BY THEM. The Service Cost(s) do not include applicable taxes, fees, assessments or surcharges which, if applicable, are additional and subject to change. This MOU becomes binding as to Customer when Customer signs and delivers this MOU to GRUCom; however, GRUCom may withdraw this MOU at any time prior to GRUCom's signature. If, within sixty (60) days after GRUCom's signature below, GRUCom determines that Customer's location(s) is not serviceable under GRUCom's normal installation guidelines, GRUCom may terminate this MOU without incurring any liability. If Customer cancels this MOU prior to installation of the Service, Customer shall be wholly responsible for paying GRUCom the Order Cancellation Charge as further described herein. This MOU may be executed in any number of original counterparts, or by facsimile or electronic signature, each of which when so executed and delivered shall be an original, and it shall not be necessary in making proof of this MOU to produce or account for more than one such counterpart hereof. In the event that any signature is delivered by electronic means, facsimile transmission or by e-mail delivery of a ".pdf" format data file, such signature shall create a valid and binding obligation of the party executing (or on whose behalf such signature is executed) with the same force and effect as if such electronic, facsimile or ".pdf" signature page were an original. By signing this MOU, you represent that you are the Customer or authorized Customer representative and the Customer Information above is true and correct.

"CUSTOMER"

"GRUCom"

Sign: _____
 Name: _____
 Title: _____
 Date: _____

Sign: _____
 Name: _____
 Title: _____
 Date: _____

CUSTOMER INITIALS: _____ DATE: _____

GRUCom Service Order - Memorandum of Understanding
TERMS AND CONDITIONS

1. Term of MOU: GRUCom hereby agrees to provide, and the Customer hereby agrees to purchase from GRUCom, telecommunications transmission service (the "Service") for the price(s) (the "Service Cost") specified in this MOU, subject to the terms and conditions set forth herein. The Initial Term of this MOU shall begin on the Customer's Requested Service Date contained herein or on the installation date of the Service, whichever is later (the "In-Service Date"). At the expiration of the Initial Term specified in this MOU, or of any extension thereof, the MOU shall continue in effect on a month-to-month basis upon the same terms and conditions set forth herein unless terminated by either the Customer or GRUCom upon thirty (30) days prior written notice. During the month-to-month extension, GRUCom may increase the price for the Service at any time by providing at least thirty (30) days prior written notice to Customer.

2. Method of Payment: Customer agrees to pay GRUCom monthly in arrears, on the first day of each month, a recurring monthly charge at the rate set forth under "Service Cost" in this MOU for service provided in the preceding month. The non-recurring charge for installation contained under "Service Cost" is also due with the first payment. Any payment received by GRUCom twenty (20) days after the due date shall be considered delinquent. Service charges for late payments, returned checks or non-paid EFT transactions shall be in accordance with the GRUCom rate schedule for such service charges that are then currently in effect. Failure of the customer to receive a bill, in whole or in part, does not relieve the customer of the obligation of its payment nor from the consequences of nonpayment.

3. Additional Charges: Any applicable federal, state, or local use, excise, sales or privilege taxes, duties or similar liabilities, chargeable to or against the Customer or GRUCom because of the Service provided Customer, shall be charged to and payable by the Customer in addition to the regular charges under this MOU. It shall be the Customer's responsibility to secure and document any exemption from any tax or assessment on a continuous basis to the satisfaction of GRUCom. The failure of GRUCom to levy or collect any such tax or assessment does not relieve the Customer of its responsibility for the payment of such tax or assessment.

4. Interruption of Service: No credit shall be allowed for an interruption of six (6) hours or less per month in the case of a catastrophic interruption. Such interruption shall be deemed to have occurred in the event of a complete cable cut, an equipment enclosure fire, an explosion, or any other circumstance of an extraordinary or catastrophic nature. No credit shall be allowed for an interruption of two (2) hours or less in the case of a non-catastrophic interruption. When service provided includes more than one communication path, the interruption allowance shall apply only to the path(s) interrupted. If service is interrupted for more than 6 or 2 hours respectively, Customer may apply for a credit from the time it notifies GRUCom of interruption to the time service is resumed. GRUCom shall have no obligation to provide alternative routing with respect to any transmission capacity provided pursuant to this MOU.

5. Use of Customer's Premises: Customer will provide GRUCom with adequate space within its building or facility for the GRUCom equipment required to furnish the Service and will provide the necessary electrical power to operate the on site equipment. In addition, Customer will provide GRUCom with ingress and egress to the property, access to the building and conduit from the public right of way, if necessary, to the applicable equipment room for GRUCom installation of its cable or wire. All costs associated with any building modifications or conduit installation on the premises will be born by the Customer, unless there has been a prior agreement between the parties to the contrary. GRUCom will install its wire or cable once the Customer has provided access. Where the premises are not owned by the Customer, Customer shall obtain all necessary approvals from the owner which will allow GRUCom to locate, install and maintain its equipment, cable and wire on the premises and to remove its equipment, cable and wire in the event of Customer's default of any of the provisions of this MOU or upon the termination of this MOU.

6. Installation Delay or Cancellation by Customer: If Customer causes installation of the Service to be delayed for a period of ninety (90) days or longer after either the Effective Date or the Customer's Requested Service Date, whichever is later, GRUCom reserves the right to either (1) begin billing for the Service on the date the Service would have been installed, with that first billing date to become the In-Service Date for the purpose of determining the Initial Term, or (2) terminate the MOU, with Customer being obligated to pay an Order Cancellation Charge equal to 40% of the Monthly Recurring Charges for the cancelled Service multiplied by the number of months of the Initial Term, plus 100% of any Non-Recurring Charge(s) specified in this Agreement. Any cancellation of the Service by Customer prior to the In-Service Date, but after the Effective Date, shall subject the Customer to the same liabilities as described in (2) within this Section 6.

7. Ownership, Removal, Replacement and Maintenance of Equipment, Cable and Wire: All equipment, cable and wire provided or installed by GRUCom shall remain the property of GRUCom. The Customer will cooperate and allow GRUCom access to the premises for normal and emergency maintenance, and for necessary removal or replacement of any equipment, cable and/or wire.

8. Force Majeure: GRUCom shall not be responsible for any failure of performance hereunder due to forces beyond its reasonable control, including but not limited to acts of God or acts of federal, state, or local government agencies, or of any civil or military authority, fire, lightning, floods, explosion, vandalism, labor disputes, severe weather conditions, or other similar occurrences.

9. Termination/Suspension: The Service provided Customer is subject to the condition that it is not to be used for any unlawful purpose or in any unlawful manner, and may be terminated or suspended by GRUCom, at GRUCom's option, if any such prohibited use occurs. GRUCom may also suspend or terminate the Service in the event of non-payment by Customer on or after any due date, and after ten (10) days' notice of non-payment to Customer by GRUCom until such time as Customer has paid all arrearage, including any interest as specified herein. During any such temporary suspension, and upon any such termination by GRUCom, no interruption shall be deemed to have occurred for purposes of Section 4. Furthermore, upon any such termination for cause by GRUCom, Customer will be obligated to pay the termination fee described in Section 10, notwithstanding any express waiver to the contrary stated elsewhere herein.

10. Early Termination: Effective upon the In-Service Date, Customer may terminate the Service before the expiration of the Initial Term specified in this MOU, or of any contracted extension thereof; provided, however, if Customer terminates the Service before the expiration of the Initial Term (except for by reason of breach by GRUCom), unless otherwise expressly stated elsewhere herein, Customer will be obligated to pay a termination fee equal to the Non-Recurring Charges (if unpaid) plus 100% of the Monthly Recurring Charges for the terminated Service multiplied by the number of full months remaining in the Initial Term. This provision survives termination of the MOU.

CUSTOMER
INITIALS: _____
DATE: _____

11. **Negligence:** Each party shall be solely responsible for the acts, errors, and omissions of its employees and agents.

12. **DISCLAIMER OF WARRANTY:** THE SERVICE IS DISTRIBUTED ON AN “AS IS”, “AS AVAILABLE” BASIS WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO WARRANTIES OF TITLE OR IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR OTHERWISE, OTHER THAN THOSE WARRANTIES (IF ANY) WHICH ARE IMPLIED BY AND INCAPABLE OF EXCLUSION, RESTRICTION, OR MODIFICATION UNDER THIS MEMORANDUM OF UNDERSTANDING, ALL SUCH WARRANTIES BEING EXPRESSLY DISCLAIMED. NEITHER GRUCOM NOR ANY OF ITS UNDERLYING SERVICE PROVIDERS, INFORMATION PROVIDERS, LICENSERS, EMPLOYEES, OR AGENTS SHALL HAVE ANY RESPONSIBILITY FOR INCIDENTAL, CONSEQUENTIAL, INDIRECT OR SPECIAL DAMAGES SUFFERED BY CUSTOMER OR ANY OTHER PARTY AS A RESULT OF THE OPERATION OR MALFUNCTION OF THE SERVICE, REGARDLESS OF WHETHER OR NOT SUCH PARTIES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. CUSTOMER EXPRESSLY ACKNOWLEDGES THAT THE PROVISIONS OF THIS SECTION SHALL ALSO APPLY TO ALL CONTENT OR OTHER SERVICES AVAILABLE THROUGH THE SERVICE. CUSTOMER AGREES THAT GRUCOM WILL NOT, IN ANY WAY, BE HELD RESPONSIBLE FOR ANY SELECTION OR RETENTION OF, OR ACTS OR OMISSIONS OF, THIRD PARTIES IN CONNECTION WITH THE SERVICE (INCLUDING THOSE WITH WHOM GRUCOM MAY CONTRACT TO OPERATE VARIOUS AREAS OF THE SERVICE). CUSTOMER ASSUMES TOTAL RESPONSIBILITY FOR THE USE OF THE SERVICE AND, WHERE APPLICABLE, THE INTERNET. GRUCOM DOES NOT MAKE ANY EXPRESS OR IMPLIED WARRANTIES REPRESENTATIONS OR ENDORSEMENTS WHATSOEVER (INCLUDING WITHOUT LIMITATION WARRANTIES OF TITLE OR NONINFRINGEMENT, OR IMPLIED WARRANTIES OR MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE) WITH REGARD TO THE SERVICE, ANY MERCHANDISE, INFORMATION OR SERVICE PROVIDED THROUGH THE SERVICE OR ON THE INTERNET GENERALLY, AND GRUCOM SHALL NOT BE RESPONSIBLE FOR ANY COST OR DAMAGE ARISING EITHER DIRECTLY OR INDIRECTLY FROM ANY SUCH TRANSACTION.

13. **Limitations of Service:** Notwithstanding any other provision of this MOU, this MOU applies only to the Service provided by GRUCOM to Customer, and shall not apply to any offering by Customer of services to Customer’s customers or Customer’s end-users.

14. **Entire Agreement:** This MOU and all other documents incorporated or referred to herein, contain the entire agreement of all the parties hereto and there are no representations, inducements or other provisions other than those expressed in writing herein. No modification of any provision of this MOU shall be effective unless it is executed in writing by all parties hereto. The waiver, by GRUCOM, or a breach by the Customer of any provision of this MOU, shall not operate, or be construed as a waiver of any subsequent breach by the Customer.

15. **Annual Increase:** Beginning upon the specified Start Date, and continuing annually each October 1st thereafter, the Total Monthly Recurring Charges for the Service will be increased by the specified Escalation Rate. The resultant increase to the Total Monthly Recurring Charges will subsequently appear, without further notice, beginning with each November’s billing invoice.



301 SE 4th Avenue, Station E1-D
 Gainesville, FL 32601
 Phone: 352-334-3200
 Fax: 352-334-2799
 Email: grucomsales@grucom.com
 Web: www.grucom.com

Order Date: 03-MARCH-2021

GRUCom Order Number: 2021-40

GRUCom Data Service Order – Memorandum of Understanding

SERVICE	
Service Description/Location:	
To:	COG: FIRE STATION 1: 525 SOUTH MAIN ST, GAINESVILLE, FL
From:	COG: FIRE ADMIN COMPLEX: 1026 NE 14 ST, GAINESVILLE, FL 32601
100Mbps GFR MAN DROP TO FIRE STATION 1 LOCATED AT 525 SOUTH MAIN ST, GAINESVILLE, FL<<>>GRUCOM RESPONSIBLE FOR ANY NEEDED MAKE READY	
Initial Term: 60 MONTHS <i>Please note TERMS AND CONDITIONS item 1 "Term of MOU" on page 2 regarding expiration of the Initial Term.</i>	
Customer's Requested Service Date: 1 OCTOBER 2021	

SERVICE COST	
Total Non-Recurring Charges:	Total Monthly Recurring Charges:
N/A	100Mbps METRO ETHERNET DATA TRANSPORT SERVICE GFR MAN
Total: \$0	Total: \$300/mo.
Annual Increase: Escalation Rate: +3% Start Date: 01-OCTOBER-2022 <i>Please note TERMS AND CONDITIONS item 15 "Annual Increase" on page 2 of 2 regarding the Annual Increase</i>	

CUSTOMER INFORMATION	BILLING INFORMATION
Legal Company Name: CITY OF GAINESVILLE	Departments/Division Name: GAINESVILLE FIRE RESCUE DEPARTMENT
Principal Address: 200 EAST UNIVERSITY AVENUE	GRUCom Billing Acct #: 1001003 2
City: GAINESVILLE	Billing Address: 1025 NE 13 TH STREET BOX 34
State: FLORIDA	City: GAINESVILLE
Zip: 32601	State: FLORIDA
Contact: CITY HALL	Zip: 32627-0490
Phone No.: 352-334-5054	Contact: ARTIE CHESTNUT
e-mail or fax: 352-334-2271	e-mail or fax: (352) 393-8464

This Memorandum of Understanding ("MOU"), by and between the City of Gainesville d/b/a GRUCom and the Customer indicated in the Customer Information section above, is entered into and made effective on the last date signed and written below (the "Effective Date"). BY SIGNATURE BELOW, AND BY INITIALS AND DATES IN THE SPACES PROVIDED ON THE ATTACHED TERMS AND CONDITIONS, CUSTOMER ACKNOWLEDGES HE/SHE HAS READ THE TERMS AND CONDITIONS AND AGREES TO BE BOUND BY THEM. The Service Cost(s) do not include applicable taxes, fees, assessments or surcharges which, if applicable, are additional and subject to change. This MOU becomes binding as to Customer when Customer signs and delivers this MOU to GRUCom; however, GRUCom may withdraw this MOU at any time prior to GRUCom's signature. If, within sixty (60) days after GRUCom's signature below, GRUCom determines that Customer's location(s) is not serviceable under GRUCom's normal installation guidelines, GRUCom may terminate this MOU without incurring any liability. If Customer cancels this MOU prior to installation of the Service, Customer shall be wholly responsible for paying GRUCom the Order Cancellation Charge as further described herein. This MOU may be executed in any number of original counterparts, or by facsimile or electronic signature, each of which when so executed and delivered shall be an original, and it shall not be necessary in making proof of this MOU to produce or account for more than one such counterpart hereof. In the event that any signature is delivered by electronic means, facsimile transmission or by e-mail delivery of a ".pdf" format data file, such signature shall create a valid and binding obligation of the party executing (or on whose behalf such signature is executed) with the same force and effect as if such electronic, facsimile or ".pdf" signature page were an original. By signing this MOU, you represent that you are the Customer or authorized Customer representative and the Customer Information above is true and correct.

"CUSTOMER"

"GRUCom"

Sign: _____
 Name: _____
 Title: _____
 Date: _____

Sign: _____
 Name: _____
 Title: _____
 Date: _____

CUSTOMER
INITIALS: _____
DATE: _____

GRUCom Service Order - Memorandum of Understanding

TERMS AND CONDITIONS

1. Term of MOU: GRUCom hereby agrees to provide, and the Customer hereby agrees to purchase from GRUCom, telecommunications transmission service (the "Service") for the price(s) (the "Service Cost") specified in this MOU, subject to the terms and conditions set forth herein. The Initial Term of this MOU shall begin on the Customer's Requested Service Date contained herein or on the installation date of the Service, whichever is later (the "In-Service Date"). At the expiration of the Initial Term specified in this MOU, or of any extension thereof, the MOU shall continue in effect on a month-to-month basis upon the same terms and conditions set forth herein unless terminated by either the Customer or GRUCom upon thirty (30) days prior written notice. During the month-to-month extension, GRUCom may increase the price for the Service at any time by providing at least thirty (30) days prior written notice to Customer.

2. Method of Payment: Customer agrees to pay GRUCom monthly in arrears, on the first day of each month, a recurring monthly charge at the rate set forth under "Service Cost" in this MOU for service provided in the preceding month. The non-recurring charge for installation contained under "Service Cost" is also due with the first payment. Any payment received by GRUCom twenty (20) days after the due date shall be considered delinquent. Service charges for late payments, returned checks or non-paid EFT transactions shall be in accordance with the GRUCom rate schedule for such service charges that are then currently in effect. Failure of the customer to receive a bill, in whole or in part, does not relieve the customer of the obligation of its payment nor from the consequences of nonpayment.

3. Additional Charges: Any applicable federal, state, or local use, excise, sales or privilege taxes, duties or similar liabilities, chargeable to or against the Customer or GRUCom because of the Service provided Customer, shall be charged to and payable by the Customer in addition to the regular charges under this MOU. It shall be the Customer's responsibility to secure and document any exemption from any tax or assessment on a continuous basis to the satisfaction of GRUCom. The failure of GRUCom to levy or collect any such tax or assessment does not relieve the Customer of its responsibility for the payment of such tax or assessment.

4. Interruption of Service: No credit shall be allowed for an interruption of six (6) hours or less per month in the case of a catastrophic interruption. Such interruption shall be deemed to have occurred in the event of a complete cable cut, an equipment enclosure fire, an explosion, or any other circumstance of an extraordinary or catastrophic nature. No credit shall be allowed for an interruption of two (2) hours or less in the case of a non-catastrophic interruption. When service provided includes more than one communication path, the interruption allowance shall apply only to the path(s) interrupted. If service is interrupted for more than 6 or 2 hours respectively, Customer may apply for a credit from the time it notifies GRUCom of interruption to the time service is resumed. GRUCom shall have no obligation to provide alternative routing with respect to any transmission capacity provided pursuant to this MOU.

5. Use of Customer's Premises: Customer will provide GRUCom with adequate space within its building or facility for the GRUCom equipment required to furnish the Service and will provide the necessary electrical power to operate the on site equipment. In addition, Customer will provide GRUCom with ingress and egress to the property, access to the building and conduit from the public right of way, if necessary, to the applicable equipment room for GRUCom installation of its cable or wire. All costs associated with any building modifications or conduit installation on the premises will be born by the Customer, unless there has been a prior agreement between the parties to the contrary. GRUCom will install its wire or cable once the Customer has provided access. Where the premises are not owned by the Customer, Customer shall obtain all necessary approvals from the owner which will allow GRUCom to locate, install and maintain its equipment, cable and wire on the premises and to remove its equipment, cable and wire in the event of Customer's default of any of the provisions of this MOU or upon the termination of this MOU.

6. Installation Delay or Cancellation by Customer: If Customer causes installation of the Service to be delayed for a period of ninety (90) days or longer after either the Effective Date or the Customer's Requested Service Date, whichever is later, GRUCom reserves the right to either (1) begin billing for the Service on the date the Service would have been installed, with that first billing date to become the In-Service Date for the purpose of determining the Initial Term, or (2) terminate the MOU, with Customer being obligated to pay an Order Cancellation Charge equal to 40% of the Monthly Recurring Charges for the cancelled Service multiplied by the number of months of the Initial Term, plus 100% of any Non-Recurring Charge(s) specified in this Agreement. Any cancellation of the Service by Customer prior to the In-Service Date, but after the Effective Date, shall subject the Customer to the same liabilities as described in (2) within this Section 6.

7. Ownership, Removal, Replacement and Maintenance of Equipment, Cable and Wire: All equipment, cable and wire provided or installed by GRUCom shall remain the property of GRUCom. The Customer will cooperate and allow GRUCom access to the premises for normal and emergency maintenance, and for necessary removal or replacement of any equipment, cable and/or wire.

8. Force Majeure: GRUCom shall not be responsible for any failure of performance hereunder due to forces beyond its reasonable control, including but not limited to acts of God or acts of federal, state, or local government agencies, or of any civil or military authority, fire, lightning, floods, explosion, vandalism, labor disputes, severe weather conditions, or other similar occurrences.

9. Termination/Suspension: The Service provided Customer is subject to the condition that it is not to be used for any unlawful purpose or in any unlawful manner, and may be terminated or suspended by GRUCom, at GRUCom's option, if any such prohibited use occurs. GRUCom may also suspend or terminate the Service in the event of non-payment by Customer on or after any due date, and after ten (10) days' notice of non-payment to Customer by GRUCom until such time as Customer has paid all arrearage, including any interest as specified herein. During any such temporary suspension, and upon any such termination by GRUCom, no interruption shall be deemed to have occurred for purposes of Section 4. Furthermore, upon any such termination for cause by GRUCom, Customer will be obligated to pay the termination fee described in Section 10, notwithstanding any express waiver to the contrary stated elsewhere herein.

10. Early Termination: Effective upon the In-Service Date, Customer may terminate the Service before the expiration of the Initial Term specified in this MOU, or of any contracted extension thereof; provided, however, if Customer terminates the Service before the expiration of the Initial Term (except for by reason of breach by GRUCom), unless otherwise expressly stated elsewhere herein, Customer will be obligated to pay a termination fee equal to the Non-Recurring Charges (if unpaid) plus 100% of the Monthly Recurring Charges for the terminated Service multiplied by the number of full months remaining in the Initial Term. This provision survives termination of the MOU.

CUSTOMER
INITIALS: _____
DATE: _____

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 Gainesville, FL 32601
 Phone: 352-334-3200
 Fax: 352-334-2799
 Email: grucomsales@grucom.com
 Web: www.grucom.com

Order Date: 03-MARCH-2021

GRUCom Order Number: 2021-41

GRUCom Data Service Order – Memorandum of Understanding

SERVICE	
Service Description/Location:	
To:	COG: FIRE STATION 6: 3638 NE 39TH AVE, GAINESVILLE, FL
From:	COG: FIRE ADMIN COMPLEX: 1026 NE 14 ST, GAINESVILLE, FL 32601
100Mbps GFR MAN DROP TO FIRE STATION 6 LOCATED AT 3638 NE 39TH AVE, GAINESVILLE, FL <<>>GRUCOM RESPONSIBLE FOR ANY NEEDED MAKE READY	
Initial Term: 60 MONTHS <i>Please note TERMS AND CONDITIONS item 1 "Term of MOU" on page 2 regarding expiration of the Initial Term.</i>	
Customer's Requested Service Date: 1 OCTOBER 2021	

SERVICE COST	
Total Non-Recurring Charges:	Total Monthly Recurring Charges:
N/A	100Mbps METRO ETHERNET DATA TRANSPORT SERVICE GFR MAN
Total: \$0	Total: \$300/mo.
Annual Increase: Escalation Rate: +3% Start Date: 01-OCTOBER-2022 <i>Please note TERMS AND CONDITIONS item 15 "Annual Increase" on page 2 of 2 regarding the Annual Increase</i>	

CUSTOMER INFORMATION		BILLING INFORMATION	
Legal Company Name:	CITY OF GAINESVILLE	Departments/Division Name:	GAINESVILLE FIRE RESCUE DEPARTMENT
Principal Address:	200 EAST UNIVERSITY AVENUE	GRUCom Billing Acct #:	1001003 2
City:	GAINESVILLE	Billing Address:	1025 NE 13TH STREET BOX 34
State:	FLORIDA	City:	GAINESVILLE
Zip:	32601	State:	FLORIDA
Contact:	CITY HALL	Zip:	32601
Phone No.:	352-334-5054	Contact:	ARTIE CHESTNUT
e-mail or fax:	352-334-2271	Phone No.:	(352) 393-8464

This Memorandum of Understanding ("MOU"), by and between the City of Gainesville d/b/a GRUCom and the Customer indicated in the Customer Information section above, is entered into and made effective on the last date signed and written below (the "Effective Date"). BY SIGNATURE BELOW, AND BY INITIALS AND DATES IN THE SPACES PROVIDED ON THE ATTACHED TERMS AND CONDITIONS, CUSTOMER ACKNOWLEDGES HE/SHE HAS READ THE TERMS AND CONDITIONS AND AGREES TO BE BOUND BY THEM. The Service Cost(s) do not include applicable taxes, fees, assessments or surcharges which, if applicable, are additional and subject to change. This MOU becomes binding as to Customer when Customer signs and delivers this MOU to GRUCom; however, GRUCom may withdraw this MOU at any time prior to GRUCom's signature. If, within sixty (60) days after GRUCom's signature below, GRUCom determines that Customer's location(s) is not serviceable under GRUCom's normal installation guidelines, GRUCom may terminate this MOU without incurring any liability. If Customer cancels this MOU prior to installation of the Service, Customer shall be wholly responsible for paying GRUCom the Order Cancellation Charge as further described herein. This MOU may be executed in any number of original counterparts, or by facsimile or electronic signature, each of which when so executed and delivered shall be an original, and it shall not be necessary in making proof of this MOU to produce or account for more than one such counterpart hereof. In the event that any signature is delivered by electronic means, facsimile transmission or by e-mail delivery of a ".pdf" format data file, such signature shall create a valid and binding obligation of the party executing (or on whose behalf such signature is executed) with the same force and effect as if such electronic, facsimile or ".pdf" signature page were an original. By signing this MOU, you represent that you are the Customer or authorized Customer representative and the Customer Information above is true and correct.

"CUSTOMER"

"GRUCom"

Sign: _____
 Name: _____
 Title: _____
 Date: _____

Sign: _____
 Name: _____
 Title: _____
 Date: _____

CUSTOMER
INITIALS: _____
DATE: _____

GRUCom Service Order - Memorandum of Understanding

TERMS AND CONDITIONS

1. Term of MOU: GRUCom hereby agrees to provide, and the Customer hereby agrees to purchase from GRUCom, telecommunications transmission service (the "Service") for the price(s) (the "Service Cost") specified in this MOU, subject to the terms and conditions set forth herein. The Initial Term of this MOU shall begin on the Customer's Requested Service Date contained herein or on the installation date of the Service, whichever is later (the "In-Service Date"). At the expiration of the Initial Term specified in this MOU, or of any extension thereof, the MOU shall continue in effect on a month-to-month basis upon the same terms and conditions set forth herein unless terminated by either the Customer or GRUCom upon thirty (30) days prior written notice. During the month-to-month extension, GRUCom may increase the price for the Service at any time by providing at least thirty (30) days prior written notice to Customer.

2. Method of Payment: Customer agrees to pay GRUCom monthly in arrears, on the first day of each month, a recurring monthly charge at the rate set forth under "Service Cost" in this MOU for service provided in the preceding month. The non-recurring charge for installation contained under "Service Cost" is also due with the first payment. Any payment received by GRUCom twenty (20) days after the due date shall be considered delinquent. Service charges for late payments, returned checks or non-paid EFT transactions shall be in accordance with the GRUCom rate schedule for such service charges that are then currently in effect. Failure of the customer to receive a bill, in whole or in part, does not relieve the customer of the obligation of its payment nor from the consequences of nonpayment.

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4. Interruption of Service: No credit shall be allowed for an interruption of six (6) hours or less per month in the case of a catastrophic interruption. Such interruption shall be deemed to have occurred in the event of a complete cable cut, an equipment enclosure fire, an explosion, or any other circumstance of an extraordinary or catastrophic nature. No credit shall be allowed for an interruption of two (2) hours or less in the case of a non-catastrophic interruption. When service provided includes more than one communication path, the interruption allowance shall apply only to the path(s) interrupted. If service is interrupted for more than 6 or 2 hours respectively, Customer may apply for a credit from the time it notifies GRUCom of interruption to the time service is resumed. GRUCom shall have no obligation to provide alternative routing with respect to any transmission capacity provided pursuant to this MOU.

5. Use of Customer's Premises: Customer will provide GRUCom with adequate space within its building or facility for the GRUCom equipment required to furnish the Service and will provide the necessary electrical power to operate the on site equipment. In addition, Customer will provide GRUCom with ingress and egress to the property, access to the building and conduit from the public right of way, if necessary, to the applicable equipment room for GRUCom installation of its cable or wire. All costs associated with any building modifications or conduit installation on the premises will be born by the Customer, unless there has been a prior agreement between the parties to the contrary. GRUCom will install its wire or cable once the Customer has provided access. Where the premises are not owned by the Customer, Customer shall obtain all necessary approvals from the owner which will allow GRUCom to locate, install and maintain its equipment, cable and wire on the premises and to remove its equipment, cable and wire in the event of Customer's default of any of the provisions of this MOU or upon the termination of this MOU.

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7. Ownership, Removal, Replacement and Maintenance of Equipment, Cable and Wire: All equipment, cable and wire provided or installed by GRUCom shall remain the property of GRUCom. The Customer will cooperate and allow GRUCom access to the premises for normal and emergency maintenance, and for necessary removal or replacement of any equipment, cable and/or wire.

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9. Termination/Suspension: The Service provided Customer is subject to the condition that it is not to be used for any unlawful purpose or in any unlawful manner, and may be terminated or suspended by GRUCom, at GRUCom's option, if any such prohibited use occurs. GRUCom may also suspend or terminate the Service in the event of non-payment by Customer on or after any due date, and after ten (10) days' notice of non-payment to Customer by GRUCom until such time as Customer has paid all arrearage, including any interest as specified herein. During any such temporary suspension, and upon any such termination by GRUCom, no interruption shall be deemed to have occurred for purposes of Section 4. Furthermore, upon any such termination for cause by GRUCom, Customer will be obligated to pay the termination fee described in Section 10, notwithstanding any express waiver to the contrary stated elsewhere herein.

10. Early Termination: Effective upon the In-Service Date, Customer may terminate the Service before the expiration of the Initial Term specified in this MOU, or of any contracted extension thereof; provided, however, if Customer terminates the Service before the expiration of the Initial Term (except for by reason of breach by GRUCom), unless otherwise expressly stated elsewhere herein, Customer will be obligated to pay a termination fee equal to the Non-Recurring Charges (if unpaid) plus 100% of the Monthly Recurring Charges for the terminated Service multiplied by the number of full months remaining in the Initial Term. This provision survives termination of the MOU.

CUSTOMER
INITIALS: _____
DATE: _____

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 Gainesville, FL 32601
 Phone: 352-334-3200
 Fax: 352-334-2799
 Email: grucomsales@grucom.com
 Web: www.grucom.com

Order Date: 03-MARCH-2021

GRUCom Order Number: 2021-42

GRUCom Data Service Order – Memorandum of Understanding

SERVICE	
Service Description/Location:	
To:	COG: FIRE STATION 9: 4213 SW 30TH AVE, GAINESVILLE, FL
From:	COG: FIRE ADMIN COMPLEX: 1026 NE 14 ST, GAINESVILLE, FL 32601
100Mbps GFR MAN DROP TO FIRE STATION 9 LOCATED AT 4213 SW 30TH AVE, GAINESVILLE, FL<<>>GRUCOM RESPONSIBLE FOR ANY NEEDED MAKE READY	
Initial Term: 60 MONTHS <i>Please note TERMS AND CONDITIONS item 1 "Term of MOU" on page 2 regarding expiration of the Initial Term.</i>	
Customer's Requested Service Date: 1 OCTOBER 2021	

SERVICE COST	
Total Non-Recurring Charges: N/A Total: \$0	Total Monthly Recurring Charges: 100Mbps METRO ETHERNET DATA TRANSPORT SERVICE GFR MAN Total: \$300/mo.
Annual Increase: Escalation Rate: +3% Start Date: 01-OCTOBER-2022 <i>Please note TERMS AND CONDITIONS item 15 "Annual Increase" on page 2 of 2 regarding the Annual Increase</i>	

CUSTOMER INFORMATION	BILLING INFORMATION
Legal Company Name: CITY OF GAINESVILLE	Departments/Division Name: GAINESVILLE FIRE RESCUE DEPARTMENT
Principal Address: 200 EAST UNIVERSITY AVENUE	GRUCom Billing Acct #: 1001003 2
City: GAINESVILLE	Billing Address: 1025 NE 13 TH STREET BOX 34
State: FLORIDA	City: GAINESVILLE
Zip: 32601	State: FLORIDA
Contact: CITY HALL	Zip: 32601
Phone No.: 352-334-5054	Contact: ARTIE CHESTNUT
e-mail or fax: 352-334-2271	Phone No.: (352) 393-8464

This Memorandum of Understanding ("MOU"), by and between the City of Gainesville d/b/a GRUCom and the Customer indicated in the Customer Information section above, is entered into and made effective on the last date signed and written below (the "Effective Date"). BY SIGNATURE BELOW, AND BY INITIALS AND DATES IN THE SPACES PROVIDED ON THE ATTACHED TERMS AND CONDITIONS, CUSTOMER ACKNOWLEDGES HE/SHE HAS READ THE TERMS AND CONDITIONS AND AGREES TO BE BOUND BY THEM. The Service Cost(s) do not include applicable taxes, fees, assessments or surcharges which, if applicable, are additional and subject to change. This MOU becomes binding as to Customer when Customer signs and delivers this MOU to GRUCom; however, GRUCom may withdraw this MOU at any time prior to GRUCom's signature. If, within sixty (60) days after GRUCom's signature below, GRUCom determines that Customer's location(s) is not serviceable under GRUCom's normal installation guidelines, GRUCom may terminate this MOU without incurring any liability. If Customer cancels this MOU prior to installation of the Service, Customer shall be wholly responsible for paying GRUCom the Order Cancellation Charge as further described herein. This MOU may be executed in any number of original counterparts, or by facsimile or electronic signature, each of which when so executed and delivered shall be an original, and it shall not be necessary in making proof of this MOU to produce or account for more than one such counterpart hereof. In the event that any signature is delivered by electronic means, facsimile transmission or by e-mail delivery of a ".pdf" format data file, such signature shall create a valid and binding obligation of the party executing (or on whose behalf such signature is executed) with the same force and effect as if such electronic, facsimile or ".pdf" signature page were an original. By signing this MOU, you represent that you are the Customer or authorized Customer representative and the Customer Information above is true and correct.

"CUSTOMER"

"GRUCom"

Sign: _____
 Name: _____
 Title: _____
 Date: _____

Sign: _____
 Name: _____
 Title: _____
 Date: _____

CUSTOMER
INITIALS: _____
DATE: _____

GRUCom Service Order - Memorandum of Understanding

TERMS AND CONDITIONS

1. Term of MOU: GRUCom hereby agrees to provide, and the Customer hereby agrees to purchase from GRUCom, telecommunications transmission service (the "Service") for the price(s) (the "Service Cost") specified in this MOU, subject to the terms and conditions set forth herein. The Initial Term of this MOU shall begin on the Customer's Requested Service Date contained herein or on the installation date of the Service, whichever is later (the "In-Service Date"). At the expiration of the Initial Term specified in this MOU, or of any extension thereof, the MOU shall continue in effect on a month-to-month basis upon the same terms and conditions set forth herein unless terminated by either the Customer or GRUCom upon thirty (30) days prior written notice. During the month-to-month extension, GRUCom may increase the price for the Service at any time by providing at least thirty (30) days prior written notice to Customer.

2. Method of Payment: Customer agrees to pay GRUCom monthly in arrears, on the first day of each month, a recurring monthly charge at the rate set forth under "Service Cost" in this MOU for service provided in the preceding month. The non-recurring charge for installation contained under "Service Cost" is also due with the first payment. Any payment received by GRUCom twenty (20) days after the due date shall be considered delinquent. Service charges for late payments, returned checks or non-paid EFT transactions shall be in accordance with the GRUCom rate schedule for such service charges that are then currently in effect. Failure of the customer to receive a bill, in whole or in part, does not relieve the customer of the obligation of its payment nor from the consequences of nonpayment.

3. Additional Charges: Any applicable federal, state, or local use, excise, sales or privilege taxes, duties or similar liabilities, chargeable to or against the Customer or GRUCom because of the Service provided Customer, shall be charged to and payable by the Customer in addition to the regular charges under this MOU. It shall be the Customer's responsibility to secure and document any exemption from any tax or assessment on a continuous basis to the satisfaction of GRUCom. The failure of GRUCom to levy or collect any such tax or assessment does not relieve the Customer of its responsibility for the payment of such tax or assessment.

4. Interruption of Service: No credit shall be allowed for an interruption of six (6) hours or less per month in the case of a catastrophic interruption. Such interruption shall be deemed to have occurred in the event of a complete cable cut, an equipment enclosure fire, an explosion, or any other circumstance of an extraordinary or catastrophic nature. No credit shall be allowed for an interruption of two (2) hours or less in the case of a non-catastrophic interruption. When service provided includes more than one communication path, the interruption allowance shall apply only to the path(s) interrupted. If service is interrupted for more than 6 or 2 hours respectively, Customer may apply for a credit from the time it notifies GRUCom of interruption to the time service is resumed. GRUCom shall have no obligation to provide alternative routing with respect to any transmission capacity provided pursuant to this MOU.

5. Use of Customer's Premises: Customer will provide GRUCom with adequate space within its building or facility for the GRUCom equipment required to furnish the Service and will provide the necessary electrical power to operate the on site equipment. In addition, Customer will provide GRUCom with ingress and egress to the property, access to the building and conduit from the public right of way, if necessary, to the applicable equipment room for GRUCom installation of its cable or wire. All costs associated with any building modifications or conduit installation on the premises will be born by the Customer, unless there has been a prior agreement between the parties to the contrary. GRUCom will install its wire or cable once the Customer has provided access. Where the premises are not owned by the Customer, Customer shall obtain all necessary approvals from the owner which will allow GRUCom to locate, install and maintain its equipment, cable and wire on the premises and to remove its equipment, cable and wire in the event of Customer's default of any of the provisions of this MOU or upon the termination of this MOU.

6. Installation Delay or Cancellation by Customer: If Customer causes installation of the Service to be delayed for a period of ninety (90) days or longer after either the Effective Date or the Customer's Requested Service Date, whichever is later, GRUCom reserves the right to either (1) begin billing for the Service on the date the Service would have been installed, with that first billing date to become the In-Service Date for the purpose of determining the Initial Term, or (2) terminate the MOU, with Customer being obligated to pay an Order Cancellation Charge equal to 40% of the Monthly Recurring Charges for the cancelled Service multiplied by the number of months of the Initial Term, plus 100% of any Non-Recurring Charge(s) specified in this Agreement. Any cancellation of the Service by Customer prior to the In-Service Date, but after the Effective Date, shall subject the Customer to the same liabilities as described in (2) within this Section 6.

7. Ownership, Removal, Replacement and Maintenance of Equipment, Cable and Wire: All equipment, cable and wire provided or installed by GRUCom shall remain the property of GRUCom. The Customer will cooperate and allow GRUCom access to the premises for normal and emergency maintenance, and for necessary removal or replacement of any equipment, cable and/or wire.

8. Force Majeure: GRUCom shall not be responsible for any failure of performance hereunder due to forces beyond its reasonable control, including but not limited to acts of God or acts of federal, state, or local government agencies, or of any civil or military authority, fire, lightning, floods, explosion, vandalism, labor disputes, severe weather conditions, or other similar occurrences.

9. Termination/Suspension: The Service provided Customer is subject to the condition that it is not to be used for any unlawful purpose or in any unlawful manner, and may be terminated or suspended by GRUCom, at GRUCom's option, if any such prohibited use occurs. GRUCom may also suspend or terminate the Service in the event of non-payment by Customer on or after any due date, and after ten (10) days' notice of non-payment to Customer by GRUCom until such time as Customer has paid all arrearage, including any interest as specified herein. During any such temporary suspension, and upon any such termination by GRUCom, no interruption shall be deemed to have occurred for purposes of Section 4. Furthermore, upon any such termination for cause by GRUCom, Customer will be obligated to pay the termination fee described in Section 10, notwithstanding any express waiver to the contrary stated elsewhere herein.

10. Early Termination: Effective upon the In-Service Date, Customer may terminate the Service before the expiration of the Initial Term specified in this MOU, or of any contracted extension thereof; provided, however, if Customer terminates the Service before the expiration of the Initial Term (except for by reason of breach by GRUCom), unless otherwise expressly stated elsewhere herein, Customer will be obligated to pay a termination fee equal to the Non-Recurring Charges (if unpaid) plus 100% of the Monthly Recurring Charges for the terminated Service multiplied by the number of full months remaining in the Initial Term. This provision survives termination of the MOU.

CUSTOMER
INITIALS: _____
DATE: _____

11. **Negligence:** Each party shall be solely responsible for the acts, errors, and omissions of its employees and agents.

12. **DISCLAIMER OF WARRANTY:** THE SERVICE IS DISTRIBUTED ON AN “AS IS”, “AS AVAILABLE” BASIS WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO WARRANTIES OF TITLE OR IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR OTHERWISE, OTHER THAN THOSE WARRANTIES (IF ANY) WHICH ARE IMPLIED BY AND INCAPABLE OF EXCLUSION, RESTRICTION, OR MODIFICATION UNDER THIS MEMORANDUM OF UNDERSTANDING, ALL SUCH WARRANTIES BEING EXPRESSLY DISCLAIMED. NEITHER GRUCOM NOR ANY OF ITS UNDERLYING SERVICE PROVIDERS, INFORMATION PROVIDERS, LICENSERS, EMPLOYEES, OR AGENTS SHALL HAVE ANY RESPONSIBILITY FOR INCIDENTAL, CONSEQUENTIAL, INDIRECT OR SPECIAL DAMAGES SUFFERED BY CUSTOMER OR ANY OTHER PARTY AS A RESULT OF THE OPERATION OR MALFUNCTION OF THE SERVICE, REGARDLESS OF WHETHER OR NOT SUCH PARTIES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. CUSTOMER EXPRESSLY ACKNOWLEDGES THAT THE PROVISIONS OF THIS SECTION SHALL ALSO APPLY TO ALL CONTENT OR OTHER SERVICES AVAILABLE THROUGH THE SERVICE. CUSTOMER AGREES THAT GRUCOM WILL NOT, IN ANY WAY, BE HELD RESPONSIBLE FOR ANY SELECTION OR RETENTION OF, OR ACTS OR OMISSIONS OF, THIRD PARTIES IN CONNECTION WITH THE SERVICE (INCLUDING THOSE WITH WHOM GRUCOM MAY CONTRACT TO OPERATE VARIOUS AREAS OF THE SERVICE). CUSTOMER ASSUMES TOTAL RESPONSIBILITY FOR THE USE OF THE SERVICE AND, WHERE APPLICABLE, THE INTERNET. GRUCOM DOES NOT MAKE ANY EXPRESS OR IMPLIED WARRANTIES REPRESENTATIONS OR ENDORSEMENTS WHATSOEVER (INCLUDING WITHOUT LIMITATION WARRANTIES OF TITLE OR NONINFRINGEMENT, OR IMPLIED WARRANTIES OR MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE) WITH REGARD TO THE SERVICE, ANY MERCHANDISE, INFORMATION OR SERVICE PROVIDED THROUGH THE SERVICE OR ON THE INTERNET GENERALLY, AND GRUCOM SHALL NOT BE RESPONSIBLE FOR ANY COST OR DAMAGE ARISING EITHER DIRECTLY OR INDIRECTLY FROM ANY SUCH TRANSACTION.

13. **Limitations of Service:** Notwithstanding any other provision of this MOU, this MOU applies only to the Service provided by GRUCOM to Customer, and shall not apply to any offering by Customer of services to Customer’s customers or Customer’s end-users.

14. **Entire Agreement:** This MOU and all other documents incorporated or referred to herein, contain the entire agreement of all the parties hereto and there are no representations, inducements or other provisions other than those expressed in writing herein. No modification of any provision of this MOU shall be effective unless it is executed in writing by all parties hereto. The waiver, by GRUCOM, or a breach by the Customer of any provision of this MOU, shall not operate, or be construed as a waiver of any subsequent breach by the Customer.

15. **Annual Increase:** Beginning upon the specified Start Date, and continuing annually each October 1st thereafter, the Total Monthly Recurring Charges for the Service will be increased by the specified Escalation Rate. The resultant increase to the Total Monthly Recurring Charges will subsequently appear, without further notice, beginning with each November’s billing invoice.