

301 SE 4<sup>th</sup> 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 3	2601
From: COG: FIRE ADMIN COMPLEX: 1026 NE 14 ST, GAINESVILLE, FL 3	2601
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.	m
Customer's Requested Service Date: 1 OCTOBER 2021	
SERVICE COST	Total Manthly Decuming Changes
Total Non-Recurring Charges:	Total Monthly Recurring Charges:
N/A	GFR MAN HOST PORT
Total: \$0	Total: \$300/mo.
Annual Increase: Escalation Rate: +3%	Total. \$300/IIIO.
Start Date: 01-OCTOBER-2022	
Please note TERMS AND CONDITIONS item 15 "Annual Increase" on page 2 of 2 regarding the Annual Increa	Se
CUSTOMER INFORMATION	BILLING INFORMATION
Legal Company Name: CITY OF GAINESVILLE	Departments/Division Name: GAINESVILLE FIRE RESCUE DEPARTMENT
Principal Address:	GRUCom Billing Acct #: 1001003 2
Fillicipal Address.	GROCOTT Billing Acct #. 1001003 2
200 EAST UNIVERSITY AVENUE	
City: GAINESVILLE	Billing Address:
Only. OAINESVILLE	·
	1025 NE 13 <sup>TH</sup> 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 GRUCon effective on the last date signed and written below (the "Effective Date"). BY SIGNATURE BELOW, AND CUSTOMER ACKNOWLEDGES HE/SHE HAS READ THE TERMS AND CONDITIONS AND AGREES TO surcharges which, if applicable, are additional and subject to change. This MOU becomes binding withdraw this MOU at any time prior to GRUCom's signature. If, within sixty (60) days after GRUCom's normal installation guidelines, GRUCom may terminate this MOU without incurring any liability. If Cuspaying GRUCom the Order Cancellation Charge as further described herein. This MOU may be executed executed and delivered shall be an original, and it shall not be necessary in making proof of this MOU delivered by electronic means, facsimile transmission or by e-mail delivery of a ".pdf" format data file, such signature is executed) with the same force and effect as if such electronic, facsimile or ".pdf" authorized Customer representative and the Customer Information above is true and correct.	PY INITIALS AND DATES IN THE SPACES PROVIDED ON THE ATTACHED TERMS AND CONDITIONS DEB BOUND BY THEM. The Service Cost(s) do not include applicable taxes, fees, assessments cas to Customer when Customer signs and delivers this MOU to GRUCom; however, GRUCom massignature below, GRUCom determines that Customer's location(s) is not serviceable under GRUCom's stomer cancels this MOU prior to installation of the Service, Customer shall be wholly responsible foed in any number of original counterparts, or by facsimile or electronic signature, each of which whe I/U to produce or account for more than one such counterpart hereof. In the event that any signature is such signature shall create a valid and binding obligation of the party executing (or on whose beha
"CUSTOMER"	"GRUCom"
Sign:	Sign:
Name:	Name:
Title:	Title:
Date:	Date:

CUSTOMER	
INITIALS:	
<b>DATE:</b>	

- 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:
<b>DATE:</b>

- 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 MERCHANTBILITY 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 EXPRESSELY 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 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.



03-MARCH-2021
2021-39-2

### GPLICOM Data Service Order - Memorandum of Understanding

	GROCOIII Data Service O	der – Memorandum of OnderStanding	
SERV	ICE		
Service	Description/Location:		
To:	COG: FIRE STATION 2: 2210 SW ARCHER RD, GAINES\	ILLE, FL 32608	
From:	COG: FIRE ADMIN COMPLEX: 1026 NE 14 ST, GAINESV		
	·	LL, 1 L 02001	
ACTIVE	E GRUCOM CID GDE7221102A 100Mbps		
	erm: 60 MONTHS te TERMS AND CONDITIONS item 1 "Term of MOU" on page 2 regarding expiration o	the Initial Term.	
Custom	ner's Requested Service Date: 1 OCTOBER 2021		
SEDV	ICE COST	_	
	on-Recurring Charges:	Total Monthly Recurring Charges:	
N/A		100Mbps METRO ETHERNET DATA TRANSPORT SER GFR MAN	VICE
	Total: \$0	Total: \$300/mo.	
Annual	Increase: Escalation Rate: +3%	, , , , , , , , , , , , , , , , , , ,	
Please not	Start Date: 01-OCTOBER-2022 te TERMS AND CONDITIONS item 15 "Annual Increase" on page 2 of 2 regarding the	innual Increase	
	OMER INFORMATION	BILLING INFORMATION	
Legal C	Company Name: CITY OF GAINESVILLE	Departments/Division Name: GAINESVILLE FIRE RESC	UE DEPARTMENT
Principa	al Address:	GRUCom Billing Acct #: 1001003 2	
	200 EAST UNIVERSITY AVENUE		
City:	GAINESVILLE	Billing Address:	
		1025 NE 13 <sup>TH</sup> STREET	
		BOX 34	
State:	FLORIDA	City: GAINESVILLE	
Zip: Contact	32601 t: CITY HALL	State: FLORIDA Zip: 32601	
Phone I		Contact: ARTIE CHESTNUT	
	or fax: 352-334-2271	Phone No.: (352) 393-8464	
effective of CUSTOME surcharge withdraw in normal ins paying GF so execute delivered such sign	on the last date signed and written below (the "Effective Date"). BY SIGNATURE ER ACKNOWLEDGES HE/SHE HAS READ THE TERMS AND CONDITIONS AND ses which, if applicable, are additional and subject to change. This MOU becon this MOU at any time prior to GRUCom's signature. If, within sixty (60) days afte stallation guidelines, GRUCom may terminate this MOU without incurring any li RUCom the Order Cancellation Charge as further described herein. This MOU maked and delivered shall be an original, and it shall not be necessary in making pro- by electronic means, facsimile transmission or by e-mail delivery of a ".pdf" for	ola GRUCom and the Customer indicated in the Customer Information section above, ELOW, AND BY INITIALS AND DATES IN THE SPACES PROVIDED ON THE ATTACHED. AGREES TO BE BOUND BY THEM. The Service Cost(s) do not include applicable tax es binding as to Customer when Customer signs and delivers this MOU to GRUCom GRUCom's signature below, GRUCom determines that Customer's location(s) is not ser bility. If Customer cancels this MOU prior to installation of the Service, Customer shall y be executed in any number of original counterparts, or by facsimile or electronic sign of of this MOU to produce or account for more than one such counterpart hereof. In the nat data file, such signature shall create a valid and binding obligation of the party execute ile or ".pdf" signature page were an original. By signing this MOU, you represent that t.	TERMS AND CONDITIONS, xes, fees, assessments or i; however, GRUCom may viceable under GRUCom's be wholly responsible for lature, each of which when event that any signature is cuting (or on whose behalf
	"CUSTOMER"	"GRUCom"	
Sign:		Sign:	
Name	:	Name:	
Title:		Title:	
Date:		Date:	

CUSTOMER	
INITIALS:	
<b>DATE:</b>	

- 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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- 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:
<b>DATE:</b>

- 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 MERCHANTBILITY 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 EXPRESSELY 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 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.



Order Date:	03-MARCH-2021
GRUCom Order Number:	2021-39-3

	GRUCOM Data Service (	Order – Memorandum of Understanding
SERVIC	E	
Service D	escription/Location:	
To:	COG: FIRE STATION 3: 900 NE WALDO RD, GAINESVII	LLE, FL 32641
From:	COG: FIRE ADMIN COMPLEX: 1026 NE 14 ST, GAINES	SVILLE EL 32601
		VILLE, 1 2 02001
ACTIVE	GRUCOM CID GDE7900102A 100Mbps	
	m: 60 MONTHS ERMS AND CONDITIONS item 1 "Term of MOU" on page 2 regarding expiration	n of the Initial Term.
Customer	's Requested Service Date: 1 OCTOBER 2021	
SERVIC	CE COST	
	-Recurring Charges:	Total Monthly Recurring Charges:
N/A		100Mbps METRO ETHERNET DATA TRANSPORT SERVICE GFR MAN
	Total: \$0	Total: \$300/mo.
Annual Ind	crease: Escalation Rate: +3%	Totali Çooyimo.
Please note T	Start Date: 01-OCTOBER-2022 "ERMS AND CONDITIONS item 15 "Annual Increase" on page 2 of 2 regarding the	he Annual Increase
	MER INFORMATION  npany Name: CITY OF GAINESVILLE	BILLING INFORMATION  Departments/Division Name: GAINESVILLE FIRE RESCUE DEPARTMENT
_0ga: 00::		
Principal A	Address:	GRUCom Billing Acct #: 1001003 2
	200 EAST UNIVERSITY AVENUE	
City:	GAINESVILLE	Billing Address:
		1025 NE 13 <sup>TH</sup> STREET
<u> </u>	E. 00.01	BOX 34
State: Zip:	FLORIDA 32601	City: GAINESVILLE State: FLORIDA
Contact:	CITY HALL	Zip: 32601
Phone No	.: 352-334-5054	Contact: ARTIE CHESTNUT
e-mail or f	fax: 352-334-2271	Phone No.: (352) 393-8464
effective on t CUSTOMER surcharges v withdraw this normal instal paying GRUC so executed a delivered by such signatu	the last date signed and written below (the "Effective Date"). BY SIGNATUR ACKNOWLEDGES HE/SHE HAS READ THE TERMS AND CONDITIONS AI which, if applicable, are additional and subject to change. This MOU bec is MOU at any time prior to GRUCom's signature. If, within sixty (60) days af llation guidelines, GRUCom may terminate this MOU without incurring any come the Order Cancellation Charge as further described herein. This MOU and delivered shall be an original, and it shall not be necessary in making pelectronic means, facsimile transmission or by e-mail delivery of a ".pdf" f	e d/b/a GRUCom and the Customer indicated in the Customer Information section above, is entered into and made IE BELOW, AND BY INITIALS AND DATES IN THE SPACES PROVIDED ON THE ATTACHED TERMS AND CONDITIONS, ND AGREES TO BE BOUND BY THEM. The Service Cost(s) do not include applicable taxes, fees, assessments or comes binding as to Customer when Customer signs and delivers this MOU to GRUCom; however, GRUCom may fter GRUCom's signature below, GRUCom determines that Customer's location(s) is not serviceable under GRUCom's reliability. If Customer cancels this MOU prior to installation of the Service, Customer shall be wholly responsible for may be executed in any number of original counterparts, or by facsimile or electronic signature, each of which when proof of this MOU to produce or account for more than one such counterpart hereof. In the event that any signature is format data file, such signature shall create a valid and binding obligation of the party executing (or on whose behall simile or ".pdf" signature page were an original. By signing this MOU, you represent that you are the Customer or rrect.
	"CUSTOMER"	"GRUCom"
Sign:		Sign:
Name:		Name:
Title:		Title:
Date:		Date:

CUSTOMER	
INITIALS:	
<b>DATE:</b>	

- 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:
<b>DATE:</b>

- 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 MERCHANTBILITY 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 EXPRESSELY 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 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.



Order Date:	03-MARCH-2021
GRUCom Order Number:	2021-39-4

### GRUCom Data Service Order - Memorandum of Understanding

	OKOOOM Bata ocivi	oc order memorandum or order standing
SERVI	CE	
Service l	Description/Location:	
To:	COG: FIRE STATION 4: 10 SW 36 ST, GAINESVIL	LE, FL 32607
From:	COG: FIRE ADMIN COMPLEX: 1026 NE 14 ST, GA	AINESVILLE. FL 32601
	GRUCOM CID GDE7010102A 100Mbps	
ACTIVE	GROCOW CID GDE 1010102A 100000ps	
	rm: 60 MONTHS TERMS AND CONDITIONS item 1 "Term of MOU" on page 2 regarding ex	xpiration of the Initial Term.
Custome	er's Requested Service Date: 1 OCTOBER 2021	
SED\/I	CE COST	
	n-Recurring Charges:	Total Monthly Recurring Charges:
N/A	•	100Mbps METRO ETHERNET DATA TRANSPORT SERVICE
IN/A		GFR MAN
		7
Annual I	Total: \$0 ncrease: Escalation Rate: +3%	Total: \$300/mo.
7 11 11 10 01 1	Start Date: 01-OCTOBER-2022	
Please note	TERMS AND CONDITIONS item 15 "Annual Increase" on page 2 of 2 regarders.	arding the Annual Increase
CUST	OMER INFORMATION	BILLING INFORMATION
Legal Co	ompany Name: CITY OF GAINESVILLE	Departments/Division Name: GAINESVILLE FIRE RESCUE DEPARTMENT
Principal	Address:	GRUCom Billing Acct #: 1001003 2
·	200 EAST UNIVERSITY AVENUE	
	200 EAST UNIVERSITY AVENUE	
City:	GAINESVILLE	Billing Address:
		1025 NE 13 <sup>TH</sup> STREET
		BOX 34
State: Zip:	FLORIDA 32601	City: GAINESVILLE State: FLORIDA
Contact:		Zip: 32601
Phone N		Contact: ARTIE CHESTNUT
e-mail or	r fax: 352-334-2271	Phone No.: (352) 393-8464
effective or CUSTOMEI surcharges withdraw th normal insi paying GRI so execute delivered b such signa	In the last date signed and written below (the "Effective Date"). BY SIG R ACKNOWLEDGES HE/SHE HAS READ THE TERMS AND CONDITION Which, if applicable, are additional and subject to change. This Minis MOU at any time prior to GRUCom's signature. If, within sixty (60) tallation guidelines, GRUCom may terminate this MOU without incurriucom the Order Cancellation Charge as further described herein. This d and delivered shall be an original, and it shall not be necessary in may electronic means, facsimile transmission or by e-mail delivery of a	nesville d/b/a GRUCom and the Customer indicated in the Customer Information section above, is entered into and made NATURE BELOW, AND BY INITIALS AND DATES IN THE SPACES PROVIDED ON THE ATTACHED TERMS AND CONDITIONS, ONS AND AGREES TO BE BOUND BY THEM. The Service Cost(s) do not include applicable taxes, fees, assessments or OU becomes binding as to Customer when Customer signs and delivers this MOU to GRUCom; however, GRUCom may days after GRUCom's signature below, GRUCom determines that Customer's location(s) is not serviceable under GRUCom's ing any liability. If Customer cancels this MOU prior to installation of the Service, Customer shall be wholly responsible for is MOU may be executed in any number of original counterparts, or by facsimile or electronic signature, each of which when naking proof of this MOU to produce or account for more than one such counterpart hereof. In the event that any signature is ".pdf" format data file, such signature shall create a valid and binding obligation of the party executing (or on whose behalf inc, facsimile or ".pdf" signature page were an original. By signing this MOU, you represent that you are the Customer of and correct.
	"CUSTOMER"	"GRUCom"
Sign:		Sign:
Name:		Name:
Title:		Title:
Date:		Date:

CUSTOMER	
INITIALS:	
<b>DATE:</b>	

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CUSTOMER
INITIALS:
<b>DATE:</b>

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### GRUCom Data Service Order - Memorandum of Understanding

	OKOOOM Bata ocivic	e oraci memoranaam or onacrotanamy	
SERVICE			
Service Descri	ption/Location:		
To: COG	5: FIRE STATION 5: 1244 NW 30 AVE, GAINES	VILLE, FL 32609	
From: COG	S: FIRE ADMIN COMPLEX: 1026 NE 14 ST, GAI	NESVILLE, FL 32601	
ACTIVE GRUC	COM CID GDE7122102A 100Mbps		
7.01112 01.00	Sem old oben interest i reembpe		
Initial Term: 60 Please note TERMS	MONTHS AND CONDITIONS item 1 "Term of MOU" on page 2 regarding exp	oiration of the Initial Term.	
	equested Service Date: 1 OCTOBER 2021		
CEDVICE C	POST		
SERVICE C	urring Charges:	Total Monthly Recurring Charges:	
N/A		100Mbps METRO ETHERNET DATA TRANSPORT SERVICE GFR MAN	
	Total: \$0	Total: \$300/mo.	
Annual Increas	se: Escalation Rate: +3% Start Date: 01-OCTOBER-2022		
Please note TERMS	AND CONDITIONS item 15 "Annual Increase" on page 2 of 2 regar	ding the Annual Increase	
CUSTOME	D INFORMATION	BULLING INFORMATION	
Legal Compan	R INFORMATION y Name: CITY OF GAINESVILLE	BILLING INFORMATION  Departments/Division Name: GAINESVILLE FIRE RESCUE DEPAR	TMENT
_oga: oopa	,		
Principal Addre	ess:	GRUCom Billing Acct #: 1001003 2	
2	200 EAST UNIVERSITY AVENUE		
City:	GAINESVILLE	Billing Address:	
		1025 NE 13 <sup>TH</sup> STREET	
State: I	FLORIDA	BOX 34 City: GAINESVILLE	
	32601	City: GAINESVILLE State: FLORIDA	
	CITY HALL	Zip: 32601	
	352-334-5054	Contact: ARTIE CHESTNUT	
e-mail or fax: 3	352-334-2271	Phone No.: (352) 393-8464	
effective on the last CUSTOMER ACKN surcharges which, withdraw this MOU normal installation paying GRUCom th so executed and de delivered by electr such signature is e	t date signed and written below (the "Effective Date"). BY SIGN OWLEDGES HE/SHE HAS READ THE TERMS AND CONDITIO if applicable, are additional and subject to change. This MO at any time prior to GRUCom's signature. If, within sixty (60) d guidelines, GRUCom may terminate this MOU without incurring the Order Cancellation Charge as further described herein. This elivered shall be an original, and it shall not be necessary in machinic means, facsimile transmission or by e-mail delivery of a "	esville d/b/a GRUCom and the Customer indicated in the Customer Information section above, is entered into ATURE BELOW, AND BY INITIALS AND DATES IN THE SPACES PROVIDED ON THE ATTACHED TERMS AND CO NS AND AGREES TO BE BOUND BY THEM. The Service Cost(s) do not include applicable taxes, fees, asses U becomes binding as to Customer when Customer signs and delivers this MOU to GRUCom; however, GRU ays after GRUCom's signature below, GRUCom determines that Customer's location(s) is not serviceable under of gany liability. If Customer cancels this MOU prior to installation of the Service, Customer shall be wholly respond may be executed in any number of original counterparts, or by facsimile or electronic signature, each of whicing proof of this MOU to produce or account for more than one such counterpart hereof. In the event that any signature format data file, such signature shall create a valid and binding obligation of the party executing (or on which, facsimile or ".pdf" signature page were an original. By signing this MOU, you represent that you are the Cund correct.	NDITIONS, ssments or UCom may GRUCom's onsible for which when ignature is nose behalf
	"CUSTOMER"	"GRUCom"	
Sign:		Sign:	_
Name:		Name:	_
Title:		Title:	_
Date:		Date:	_

CUSTOMER	
INITIALS:	
<b>DATE:</b>	

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- 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:
<b>DATE:</b>

- 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 MERCHANTBILITY 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 EXPRESSELY 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 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.



Order Date: _	03-MARCH-2021	
ICom Order Number:	2021-39-6	

### GRUCom Data Service Order - Memorandum of Understanding

	OKOOOM Bata oci vit	/c Graci memoranaani or Gracistananig
SERVI	CE	
Service D	Description/Location:	
To:	COG: FIRE STATION 7: 5601 NW 43 ST, GAINESVI	ILLE, FL 32653
From:	COG: FIRE ADMIN COMPLEX: 1026 NE 14 ST, GAI	NESVILLE, FL 32601
ACTIVE (	GRUCOM CID GDE7560102A 100Mbps	
NOTIVE .	STACCOM GIB GBETGGGT02/A TOOMBPG	
	m: 60 MONTHS TERMS AND CONDITIONS item 1 "Term of MOU" on page 2 regarding exp	piration of the Initial Term
	r's Requested Service Date: 1 OCTOBER 2021	
0==>///		
	CE COST n-Recurring Charges:	Total Monthly Recurring Charges:
	Trooding Charges.	
N/A		100Mbps METRO ETHERNET DATA TRANSPORT SERVICE GFR MAN
	Total: \$0	Total: \$300/mo.
Annual Ir	crease: Escalation Rate: +3% Start Date: 01-OCTOBER-2022	
Please note	TERMS AND CONDITIONS item 15 "Annual Increase" on page 2 of 2 regal	rding the Annual Increase
CUSTO	MER INFORMATION	BILLING INFORMATION
	mpany Name: CITY OF GAINESVILLE	Departments/Division Name: GAINESVILLE FIRE RESCUE DEPARTMENT
Principal	Addrose	GRUCom Billing Acct #: 1001003 2
Ппсіраї		GROCOTT Billing Acct #. 1001003 2
	200 EAST UNIVERSITY AVENUE	
City:	GAINESVILLE	Billing Address:
J.,	G/ iii. 1_G /	
		1025 NE 13 <sup>TH</sup> STREET BOX 34
State:	FLORIDA	City: GAINESVILLE
Zip: Contact:	32601 CITY HALL	State: FLORIDA Zip: 32601
Phone No		Zip: 32601 Contact: ARTIE CHESTNUT
	fax: 352-334-2271	Phone No.: (352) 393-8464
effective on CUSTOMER surcharges withdraw thi normal insta paying GRU so executed delivered by such signat	the last date signed and written below (the "Effective Date"). BY SIGN ACKNOWLEDGES HE/SHE HAS READ THE TERMS AND CONDITION which, if applicable, are additional and subject to change. This MO is MOU at any time prior to GRUCom's signature. If, within sixty (60) conditional guidelines, GRUCom may terminate this MOU without incurring the Order Cancellation Charge as further described herein. This and delivered shall be an original, and it shall not be necessary in may electronic means, facsimile transmission or by e-mail delivery of a "	esville d/b/a GRUCom and the Customer indicated in the Customer Information section above, is entered into and made IATURE BELOW, AND BY INITIALS AND DATES IN THE SPACES PROVIDED ON THE ATTACHED TERMS AND CONDITIONS, INS AND AGREES TO BE BOUND BY THEM. The Service Cost(s) do not include applicable taxes, fees, assessments of U becomes binding as to Customer when Customer signs and delivers this MOU to GRUCom; however, GRUCom may lays after GRUCom's signature below, GRUCom determines that Customer's location(s) is not serviceable under GRUCom's ag any liability. If Customer cancels this MOU prior to installation of the Service, Customer shall be wholly responsible for MOU may be executed in any number of original counterparts, or by facsimile or electronic signature, each of which when aking proof of this MOU to produce or account for more than one such counterpart hereof. In the event that any signature is pdf" format data file, such signature shall create a valid and binding obligation of the party executing (or on whose behalf c, facsimile or ".pdf" signature page were an original. By signing this MOU, you represent that you are the Customer on and correct.
	"CUSTOMER"	"GRUCom"
Sign:		Sign:
Name:		Name:
Title:		Title:
Date:		Date:

CUSTOMER	
INITIALS:	
<b>DATE:</b>	

- 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.
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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:
<b>DATE:</b>

- 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 MERCHANTBILITY 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 EXPRESSELY 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 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.



Order Date: _	03-MARCH-2021
·	
GRUCom Order Number:	2021-39-7

### GPLICOM Data Service Order - Memorandum of Understanding

	GROCOIII Data Service Oru	er – Memorandum of Onderstanding	
SERV	ICE		
Service	Description/Location:		
To:	COG: FIRE STATION 8: 3223 NW 42 AVE, GAINESVILLE, FL	32605	
From:	COG: FIRE ADMIN COMPLEX: 1026 NE 14 ST, GAINESVILL		
		-,1 L 32001	
ACTIVE	E GRUCOM CID GDETH322102AA 100Mbps		
	erm: 60 MONTHS e TERMS AND CONDITIONS item 1 "Term of MOU" on page 2 regarding expiration of the	Initial Term.	
Custom	er's Requested Service Date: 1 OCTOBER 2021		
SEDV	ICE COST		
	on-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%	***************************************	
Please not	Start Date: 01-OCTOBER-2022 be TERMS AND CONDITIONS item 15 "Annual Increase" on page 2 of 2 regarding the Annual Increase".	ual Increase	
	OMER INFORMATION	BILLING INFORMATION	
Legal C	company Name: CITY OF GAINESVILLE	Departments/Division Name: GAINESVILLE FIRE RESCUE DEP	'ARTMENT
Principa	al Address:	GRUCom Billing Acct #: 1001003 2	
	200 EAST UNIVERSITY AVENUE		
City:	GAINESVILLE	Billing Address:	
Oity.	O, III LEO VILLE		
		1025 NE 13 <sup>TH</sup> STREET BOX 34	
State:	FLORIDA	City: GAINESVILLE	
Zip:	32601	State: FLORIDA	
Contact Phone I		Zip: 32601 Contact: ARTIE CHESTNUT	
	or fax: 352-334-2271	Phone No.: (352) 393-8464	
effective of CUSTOME surcharge withdraw to normal ins paying GR so execute delivered such sign	on the last date signed and written below (the "Effective Date"). BY SIGNATURE BELER ACKNOWLEDGES HE/SHE HAS READ THE TERMS AND CONDITIONS AND ACES which, if applicable, are additional and subject to change. This MOU becomes this MOU at any time prior to GRUCom's signature. If, within sixty (60) days after GF stallation guidelines, GRUCom may terminate this MOU without incurring any liabiliable RUCom the Order Cancellation Charge as further described herein. This MOU may the dand delivered shall be an original, and it shall not be necessary in making proof oby electronic means, facsimile transmission or by e-mail delivery of a ".pdf" format	GRUCom and the Customer indicated in the Customer Information section above, is entered OW, AND BY INITIALS AND DATES IN THE SPACES PROVIDED ON THE ATTACHED TERMS AND REES TO BE BOUND BY THEM. The Service Cost(s) do not include applicable taxes, fees, a binding as to Customer when Customer signs and delivers this MOU to GRUCom; however, IUCom's signature below, GRUCom determines that Customer's location(s) is not serviceable ur by. If Customer cancels this MOU prior to installation of the Service, Customer shall be wholly e executed in any number of original counterparts, or by facsimile or electronic signature, each of this MOU to produce or account for more than one such counterpart hereof. In the event that a data file, such signature shall create a valid and binding obligation of the party executing (or or ".pdf" signature page were an original. By signing this MOU, you represent that you are the	D CONDITIONS, assessments or , GRUCom may nder GRUCom's responsible for n of which when any signature is on whose behalf
	"CUSTOMER"	"GRUCom"	
Sign:		Sign:	
Name	:	Name:	
Title:		Title:	
Date:		Date:	

CUSTOMER	
INITIALS:	
<b>DATE:</b>	

- 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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CUSTOMER
INITIALS:
<b>DATE:</b>

- 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 MERCHANTBILITY 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 EXPRESSELY 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 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 4<sup>th</sup> 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**

SERVI	SERVICE		
Service D	Service Description/Location:		
To:	COG: FIRE STATION 1: 525 SOUTH MAIN ST, GAINESVILLE, FL		
From:	m: 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 Please note TERMS AND CONDITIONS item 1 "Term of MOU" on page 2 regarding expiration of the Initial Term.			
Custome	r's Requested Service Date: 1 OCTOBER 2021		
SERVI	CE COST		
Total Nor	n-Recurring Charges:	Total Monthly Recurring Charges:	

Total Non-Recurring Charges:

N/A

Total: \$0

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:	GRUCom Billing Acct #: 1001003 2	
200 EAST UNIVERSITY AVENUE		
City: GAINESVILLE	Billing Address:  1025 NE 13 <sup>TH</sup> 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 os 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 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:

- 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 MERCHANTBILITY 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 EXPRESSELY 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 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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Email: grucomsales@grucom.com Web: www.grucom.com

03-MARCH-2021
2021-41

### **GRUCom Data Service Order - Memorandum of Understanding**

SERV	ICE	
Service	Description/Location:	
To:	COG: FIRE STATION 6: 3638 NE 39TH AVE, GAINESVILLE, F	ı.
From:	COG: FIRE ADMIN COMPLEX: 1026 NE 14 ST, GAINESVILLE	E, FL 32601
100Mbp MAKE F		39TH AVE, GAINESVILLE, FL <<>>GRUCOM RESPONSIBLE FOR ANY NEEDED
	erm: 60 MONTHS e TERMS AND CONDITIONS item 1 "Term of MOU" on page 2 regarding expiration of the li	nitial Term
	er's Requested Service Date: 1 OCTOBER 2021	
SERV	ICE COST	
	on-Recurring Charges:	Total Monthly Recurring Charges:
N/A	on recoming charges.	100Mbps METRO ETHERNET DATA TRANSPORT SERVICE
	Total: \$0	GFR MAN
A	Instrument Facilities Date: 120/	Total: \$300/mo.
Annuari	Increase: Escalation Rate: +3% Start Date: 01-OCTOBER-2022	
Please note	e TERMS AND CONDITIONS item 15 "Annual Increase" on page 2 of 2 regarding the Annual	al Increase
	OMER INFORMATION	BILLING INFORMATION
Legal C	ompany Name: CITY OF GAINESVILLE	Departments/Division Name: GAINESVILLE FIRE RESCUE DEPARTMENT
Principa	al Address:	GRUCom Billing Acct #: 1001003 2
	200 EAST UNIVERSITY AVENUE	
City:	GAINESVILLE	Billing Address: 1025 NE 13TH STREET BOX 34
State:	FLORIDA	City: GAINESVILLE
Zip:	32601	State: FLORIDA
Contact	: CITY HALL	Zip: 32601
Phone N	No.: 352-334-5054 or fax: 352-334-2271	Contact: ARTIE CHESTNUT Phone No.: (352) 393-8464
effective o CUSTOME surcharges withdraw t normal ins paying GR so execute delivered be such signs	on the last date signed and written below (the "Effective Date"). BY SIGNATURE BELO IR ACKNOWLEDGES HE/SHE HAS READ THE TERMS AND CONDITIONS AND AGE IS which, if applicable, are additional and subject to change. This MOU becomes be this MOU at any time prior to GRUCom's signature. If, within sixty (60) days after GRU stallation guidelines, GRUCom may terminate this MOU without incurring any liability RUCom the Order Cancellation Charge as further described herein. This MOU may be and delivered shall be an original, and it shall not be necessary in making proof of by electronic means, facsimile transmission or by e-mail delivery of a ".pdf" format of the content of the cont	GRUCom and the Customer indicated in the Customer Information section above, is entered into and made W, AND BY INITIALS AND DATES IN THE SPACES PROVIDED ON THE ATTACHED TERMS AND CONDITIONS, REES TO BE BOUND BY THEM. The Service Cost(s) do not include applicable taxes, fees, assessments or binding as to Customer when Customer signs and delivers this MOU to GRUCom; however, GRUCom may JCom's signature below, GRUCom determines that Customer's location(s) is not serviceable under GRUCom's r. If Customer cancels this MOU prior to installation of the Service, Customer shall be wholly responsible for executed in any number of original counterparts, or by facsimile or electronic signature, each of which when this MOU to produce or account for more than one such counterpart hereof. In the event that any signature is lata file, such signature shall create a valid and binding obligation of the party executing (or on whose behalf r ".pdf" signature page were an original. By signing this MOU, you represent that you are the Customer or
	"CUSTOMER"	"GRUCom"
Sign:		Sign:
Name:	:	Name:
Title:		Title:
Date:		Date:

CUSTOMER	
INITIALS:	
<b>DATE:</b>	

- 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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- 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:	
<b>DATE:</b>	

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301 SE 4<sup>th</sup> 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:	2021-42

#### **GRUCom Data Service Order – Memorandum of Understanding**

SERVI	SERVICE		
Service D	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 MAKE RE	GFR MAN DROP TO FIRE STATION 9 LOCATED AT 4213 SW 30TH AVE, GAINESVILLE, FL<<>>GRUCOM RESPONSIBLE FOR ANY NEEDED EADY		
	m: 60 MONTHS IERMS AND CONDITIONS item 1 "Term of MOU" on page 2 regarding expiration of the Initial Term.		
Custome	's Requested Service Date: 1 OCTOBER 2021		
SERVI	CE COST		

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		
Please note TERMS AND CONDITIONS item 15 "Annual Increase" on page 2 of 2 regarding the Annual Increase	ISE	

CUSTOME	R INFORMATION	BILLING	INFORMATION
Legal Compa	ny Name: CITY OF GAINESVILLE	Departments	/Division Name: GAINESVILLE FIRE RESCUE DEPARTMENT
Principal Add	ress:	GRUCom Bi	ling Acct #: 1001003 2
	200 EAST HAW (EDS)TV AV (EARLIE		
	200 EAST UNIVERSITY AVENUE		
0''	0.415(0.411.15	Dilli A L L	
City:	GAINESVILLE	Billing Addre	SS:
			1025 NE 13 <sup>™</sup> 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 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.

"CUST	ГОМЕР"	"GRUCom"
Sign:	Sign:	
Name:	Name:	
Title:	Title:	
Date:	Date:	

CUSTO	MER
INITIA	LS:
DATE:	

- 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.

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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 MERCHANTBILITY 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 EXPRESSELY 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 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.