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Order Date: 30-AUGUST-2024

GRUCom Order Number: 2024-347

GRUCom Fiber Optic Business Broadband Service Agreement/Service Order

SERVICE	
Service Description/Location:	GRUCom FIBER OPTIC BUSINESS BROADBAND INTERNET SERVICE
To:	TRUNKED RADIO SYSTEM PRIME SITE: 4200 NW 53RD AVE, GAINESVILLE, FL
From:	GRUCOM INTERNET GATEWAY
25Mb X 25Mb BUSINESS BROADBAND INTERNET SERVICE TO TRUNKED RADIO SYSTEM PRIME SITE ON ACTIVE SERVICE ID GDETH420301AC	
Initial Term:	EXPIRES 30-SEPTEMBER-2029 <i>Please note TERMS AND CONDITIONS item 1 "Term of Agreement" on page 2 of 3 regarding expiration of the Initial Term.</i>
Customer's Requested Service Date:	N/A – ACTIVE SERVICE

SERVICE COST	
Total Non-Recurring Charges:	Total Monthly Recurring Charges:
N/A	BUSINESS BROADBAND INTERNET SERVICE 25Mb DOWNLOAD x 25Mb UPLOAD ACTIVE SERVICE ID GDETH420301AC
Total: \$0.00	Total: \$79.81/mo.

CUSTOMER INFORMATION		BILLING INFORMATION	
Legal Company Name:	ALACHUA COUNTY BOARD OF COUNTY COMMISSIONERS	Billing Name:	ALACHUA COUNTY TRUNKED RADIO SYSTEM
FEI/EIN Number:	N/A	GRUCom Billing Acct #:	1001034-022
Principal Address:	12 SE 1ST STREET	Billing Address:	911 SE 5TH STREET Attention: TRS FIBER OPTIC COMMUNICATION SERVICES
City:	GAINESVILLE	City:	GAINESVILLE
State:	FL	State:	FL
Zip:	32601	Zip:	32601
Contact:	Michele L. Lieberman	Contact:	CHERYL ELLIS
Phone No.:	352-374-5204	Phone No.:	352-384-3122
e-mail or fax:	mliberman@alachuacounty.us	e-mail or fax:	acfrfiscal@alachuacounty.us

This GRUCom Service Agreement/Service Order ("Agreement"), 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. This Agreement is subject to credit approval and Customer authorizes GRUCom to check credit. The Service Cost(s) do not include applicable taxes, fees, assessments or surcharges, which are additional and subject to change. This proposal becomes effective when Customer signs and delivers this Agreement to GRUCom within thirty (30) days from the above Order Date. GRUCom may withdraw this proposal at any time prior to Customer's signature. If, within thirty (30) days after Customer's signature below, GRUCom determines that Customer's location(s) is not serviceable under GRUCom's normal installation guidelines, GRUCom may terminate this Agreement without incurring any liability. If GRUCom performs any work, including construction, or incurs any costs in providing the Service to Customer and Customer cancels this Agreement prior to installation of the Service, Customer shall be wholly responsible for paying GRUCom's reasonable costs, in addition to any Order Cancellation Charges as further described herein. This Agreement 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 Agreement to produce or account for more than one such counterpart hereof. In the event that any signature is delivered by electronic means, facsimile transmission or by e-mail delivery of a ".pdf" format data file, such signature shall create a valid and binding obligation of the party executing (or on whose behalf such signature is executed) with the same force and effect as if such electronic, facsimile or ".pdf" signature page were an original. By signing this Agreement, you represent that you are the Customer or authorized Customer representative and the Customer Information above is true and correct.

"CUSTOMER"

"GRUCom"

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

Sign: _____
 Name: Wayne Wishart
 Title: GRUCom Business Director
 Date: _____

CUSTOMER
INITIALS: _____
DATE: _____

GRUCom Service Agreement/Service Order
TERMS AND CONDITIONS

1. Term of Agreement: 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 Agreement, subject to the terms and conditions set forth herein. The Initial Term of this Agreement 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 Agreement, or of any extension thereof, the Agreement shall continue in effect on a year-to-year basis (Automatic Annual Renewal) upon the same terms and conditions set forth herein unless terminated by either the Customer or GRUCom upon thirty (30) days prior written notice.

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 Agreement 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 Agreement. 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: This Service is provided on best effort basis and GRUCom does not warrant that the Service shall be error free or without interruption. No credit shall be allowed for any interruption of this Service, unless expressly provided herein to the contrary. GRUCom shall have no obligation to provide alternative routing with respects to any transmission capacity provided pursuant to this Agreement.

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 Agreement or upon the termination of this Agreement.

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 Agreement, with Customer being obligated to pay for the full amount of any acquisition, engineering, construction and other related costs incurred by GRUCom as of the date of said termination, plus an Order Cancellation Charge equal to 20% of the Monthly Recurring Charges for the cancelled Service multiplied by the number of months of the Initial Term. 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 liable 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 Liability: Effective upon the In-Service Date, Customer may terminate the Service before the expiration of the Initial Term specified in this Agreement, 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 Agreement.

11. Liability: Each party shall be solely responsible for the negligent or wrongful acts of its employees and agents. Nothing contained herein shall constitute a waiver by either party of its sovereign immunity, the limits of liability or other provisions of §768.28, Florida Statutes.

12. LIMITATION OF LIABILITY: THE SERVICE IS DISTRIBUTED ON AN "AS IS", "AS AVAILABLE" BASIS WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO WARRANTIES OF TITLE OR IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A

CUSTOMER
INITIALS: _____
DATE: _____

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

13. Limitations of Service: Notwithstanding any other provision of this Agreement, this Agreement applies only to Services provided to Customer and shall not apply to any offering by Customer of services to Customer's customers.

14. Assignment of Agreement: The Customer's rights and interests hereunder may not be sold, transferred, assigned, pledged or hypothecated, without the prior written approval of GRUCOM, except as to a successor of the Customer's business and/or assets by reason of a merger, consolidation, governmental restructuring or reorganization, sale or foreclosure, where substantially all of Customer's business and/or assets are acquired by such a successor. The terms and provisions of this Agreement and the respective rights and obligations hereunder of each Party shall be binding upon, and inure to the benefit of, such a successor.

15. Miscellaneous:

(a) **Governing Law/ Severability:** The validity, construction, interpretation and enforceability of this Agreement are governed by the laws of the State of Florida. If any word, phrase, paragraph, section or provision of this Agreement or the application hereof to any person or circumstance is held invalid or unconstitutional, such finding shall not affect the other provisions or applications of this Agreement which can be given effect without the invalid or unconstitutional provisions or application, and to this end the provisions of this Agreement are declared severable.

(b) **Entire Agreement:** This Agreement 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 Agreement 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 Agreement, shall not operate, or be construed as a waiver of any subsequent breach by the Customer.

(c) **Enforcement of Agreement:** In the event suit is brought by GRUCOM to enforce the terms of this Agreement or to collect any monies due hereunder, GRUCOM shall be entitled to recover reimbursement for reasonable attorney's fees, court costs, costs of investigation and other related expenses incurred in connection therewith, in addition to any other remedy.

(d) **Annual Appropriation Contingency Statement:** If non ad-valorem funds are not available to finance this agreement, then the County may terminate this agreement at the end of the current fiscal period. The Alachua County Tax Collector will be the final authority as to the availability of non ad-valorem funds. The County will pay GRUCOM for all services rendered until the termination of the contract.

(e) **GRUCOM FIBER OPTIC BUSINESS BROADBAND INTERNET SERVICE IS DESIGNED FOR THE CUSTOMER'S OWN COMMERCIAL USE OF THE INTERNET AND MAY NOT BE USED FOR ANY THIRD-PARTY SUBSCRIPTION SERVICES. UNLESS EXPRESSLY STATED TO THE CONTRARY HEREIN, CUSTOMER MAY NOT RESELL OR OTHERWISE CHARGE OTHERS TO USE THE SERVICE. CUSTOMER AGREES NOT TO USE THE SERVICE FOR OPERATION AS AN INTERNET SERVICE PROVIDER, OR AS A PAID PROVIDER OF ONLINE SERVICES OR NETWORK ACCESS, INCLUDING, WITHOUT LIMITATION, CLOUD COMPUTING, SYSTEM CACHING, HOSTING, STORAGE OR SEARCH ENGINE SERVICES, OR AS THE PAID OPERATOR OF FACILITIES THEREFOR INTENDED FOR SUCH USE BY OTHERS TO PROVIDE SUCH SERVICES OR ACCESS.**