



Service Order

Offer Date: 3/12/2018		
Description: Santa Rosa County Libraries – Erate 2018		
Opp. Number: Multi		
Requested By:	Santa Rosa County Admin. (Library Admin.) Aleta Floyd	aletaf@santarosa.fl.gov (850) 983-1841
Offered By:	Uniti Fiber Wrenn Landers	wrenn.land@uniti.com (251) 459-6882

Term of Contract: July 1,2018 to June 30,2021 (with option to extend contract to 6/30/2022 and/or 6/30/2023)	
A Location:	Sites Listed Below
A CPE Location:	Sites Listed Below
Z Location:	Milton-6495 Caroline Street, 6495 Caroline Street, Milton, FL, 32570
Z CPE Location:	SRC Administration/Library Milton

Selection	Service	Term	Monthly Recurring Charge	Non-Recurring Charge
x	300 Mbps Internet SRC Admin #1 6495 Caroline Street Milton, FL 32570	36	\$998.00	\$0.00
x	200 Mbps Internet SRC Admin #2 6495 Caroline Street Milton, FL 32570	36	\$796.00	\$0.00
x	80 Mbps Ethernet Gulf Breeze Library 1060 Shoreline Drive Gulf Breeze, FL 32561	36	\$580.00	\$0.00
x	80 Mbps Ethernet Milton Library 5541 Alabama Street Milton, FL 32570	36	\$580.00	\$0.00
x	80 Mbps Ethernet Pace Library 4750 Pace PatriotBoulevard Pace, FL 32571	36	\$580.00	\$0.00
x	80 Mbps Ethernet Navarre Library 8484 James Harvell Road Navarre, FL 32566	36	\$580.00	\$0.00
x	80 Mbps Ethernet Santa Rosa County Library Jay 5259 Booker Lane Jay, FL 32565	36	\$580.00	\$0.00
x	40 Mbps Ethernet Library Admin 6275 Dogwood Drive Milton, FL 32570	36	\$290.00	\$0.00

Customer acknowledges that Customer is ordering the Services from Uniti Fiber LLC, and/or its affiliate or subsidiary companies (collectively "Uniti Fiber"), and that local, state, and federal taxes and surcharges may apply. By signing, Customer acknowledges full and complete authority to bind Customer.

Additional charges for any requested demarcation extension will be passed on to Customer. Access or other fees imposed by property owner shall be borne by Customer.

By signing this Service Order, Customer requests the Service ordered hereunder subject to the existing master services agreement or standard terms and conditions signed by the parties; or if none exists, then such Service is subject to the applicable terms and conditions of Uniti Fiber's standard terms and conditions (which may be changed from time to time at Uniti Fiber's discretion), a copy of which is available upon request.

Uniti Fiber's master service agreement, any IP Transit service ordered hereunder shall be subject to the terms of Uniti Fiber's IP Transit Addendum which may be provided to Customer upon request and at Uniti Fiber's discretion may be changed or updated from time to time.

This Service Order becomes binding on Uniti Fiber upon Order Acceptance.

This order fully incorporates the 3/12/2018 Uniti Fiber Standard Terms and Conditions.

Uniti Fiber

Signature: _____

Name (printed): _____

Title: _____

Date: _____

Paul Birmingham
Paul Birmingham
SVP
3/16/2018

Santa Rosa County Admin. (Library Admin.)

Signature: _____

Name (printed): _____

Title: _____

Date: _____

Gwen Wilson
Gwen Wilson
Director of Library Services
3/16/18

UNITI FIBER LLC STANDARD TERMS AND CONDITIONS

This Agreement is by and between Uniti Fiber LLC ("Uniti Fiber") and Santa Rosa County ("Customer"), and is effective as of the date signed by Uniti Fiber, below ("Effective Date").

1. Attachments and Service Orders: The Service Order(s) and other attachments attached hereto and incorporated by reference detail the price, location and other information about the service(s) to be provided by Uniti Fiber or its affiliates to Customer ("Services"), and are incorporated herein by reference. All Services are offered subject to availability, and Uniti Fiber has the right not to accept any Service Order. A Service Order may be submitted to orders@uniti.com and shall be deemed accepted only after Order Acceptance or subject to other mutually agreed to written procedures. If Uniti Fiber rejects an order, Uniti Fiber shall notify Customer of such rejection.

2. Authorized Use: Customer may use Services only for authorized and lawful purposes. Uniti Fiber offers all services subject to availability; provided, however, if a Service Order has been accepted by Uniti Fiber, Uniti Fiber will provide Services for the term of such Service Order. Uniti Fiber has the right to limit the manner in which any portion of its network and facilities ("Network") is used to protect the technical integrity of the Network. Internet and Data Services, if selected by Customer, are subject to Uniti Fiber's Acceptable Use Policy located at <http://unitifiber.com/uploads/images/legal/Acceptable-Use-Policy-12-19-16.pdf> and Customer acknowledges receipt of these by signing below.

3. Cancellation, Modification, Delay or Expedition of Orders Cancellation, Modification and Expedite Charges referenced hereunder are subject to modification from time to time by Uniti Fiber. (a) Customer may request to cancel any Service Order(s) if the request is received in writing by Uniti Fiber prior to the Service Date. Each such request shall result in a Cancellation Charge equal to the costs incurred by Uniti Fiber through the date of cancellation, not to exceed 50% (fifty percent) of the total monthly charges that would have been due during the Service Term. Once cancelled, a new Service Order must be submitted and accepted by Uniti Fiber if Customer wishes to order the Service. (b) Customer may request the modification (including delay of Service) of any Service Order(s). Such requests must be made in writing at least three (3) business days before order confirmation. Each such modification shall result in the assessment by Uniti Fiber of a Service Order Modification Charge of \$250. However, in the case of a requested delay, the first requested delay will be allowed by Uniti Fiber at no charge. Requests for delay may not exceed thirty (30) days cumulative. Any subsequent requests for delay, if allowed by Uniti Fiber, will result in a Service Order Modification Charge. If Uniti Fiber receives a written modification request for delay of installation less than 3 business days prior to the Estimated Due Date, Customer must pay, in addition to the Service Order Modification Charge, all recurring charges for the shorter of one billing month or the period from the original due date to the requested installation date. (c) At Uniti Fiber's discretion, Uniti Fiber may accommodate Customer requests for an expedited due date. If an expedited due date is accepted by Uniti Fiber, Customer shall pay an Expedite Charge, subject to Uniti Fiber's rates at the time of the request for Expedite. The Service Order Modification Charge shall be waived in those cases where the Expedite Charge is applicable. (d) In addition to any charges imposed under clauses (a), (b) or (c) above, Uniti Fiber reserves the right to assess Customer any third party charges incurred by Uniti Fiber to fulfill any request to cancel, modify, or expedite the Service Order(s).

4. Equipment, Installation and Interconnection: Other than the facilities, termination equipment or other devices provided

by Customer, and unless otherwise provided elsewhere in this Agreement or any attachments hereto, Uniti Fiber will pay for, provide, install, maintain, operate, control and own any equipment, cable or facilities connected to the Network ("System Equipment"), which equipment at all times remains Uniti Fiber's personal property, regardless of where located or attached. Uniti Fiber may change, replace or remove the System Equipment, regardless of where located, so long as the basic technical parameters of the Service are not altered, and this Agreement constitutes Customer's consent to such change, replacement or removal. Customer may not rearrange or move or disconnect the System Equipment, and is responsible for any damage to or loss of System Equipment caused by Customer's negligence or willful misconduct or that of its end users. Uniti Fiber has no obligation to install, maintain or repair any equipment owned or provided by Customer, except as may be specifically provided herein. If Customer's or end user's equipment is incompatible with Service, Customer is responsible for any special interface equipment or facilities necessary to ensure compatibility. If, in responding to a Customer-initiated service call, Uniti Fiber reasonably determines that the cause of such service call is a failure, malfunction or inadequacy of Customer-provided equipment or software, Customer will pay Uniti Fiber for such service call at Uniti Fiber's then prevailing rates.

5. Special Construction Charge. During the term of this agreement or any extension thereof, an occasion may arise where Customer's needs call for Uniti Fiber to construct a network path to meet said Customer's specific needs. In such a scenario, Customer shall pay Uniti Fiber a Special Construction Charge as agreed upon by the parties, in writing, in advance, prior to the commencement of said construction. The parties understand and acknowledge that payment of said Special Construction Charge is meant to cover Uniti Fiber's costs of construction, and in no way shall grant to Customer any ownership of the said fiber being constructed, Uniti Fiber's other equipment or materials, or any portion of the Uniti Fiber network whatsoever, all of which shall remain the sole and separate property of Uniti Fiber.

6. Access: Uniti Fiber requires a Customer contact who can be reached 24x7. Uniti Fiber may require access to Customer's premises to install and maintain the Service and System Equipment necessary for the provision of Service. Customer must provide, or cause its end users to provide, at no cost to Uniti Fiber, reasonable access, space, power and environmental conditioning as applicable to the particular installation, and must use, and cause its end users to use, commercially reasonable efforts to obtain any necessary consents or rights of way from third parties.

7. Installation: Upon installation, Uniti Fiber will notify Customer that Service has been installed, tested by Uniti Fiber and is available for Customer's use ("Service Date"). Unless Customer notifies Uniti Fiber by fax or in writing by close of business on the Service Date that Service is not operational, the term of the Service Order will begin and billing will commence. If Customer so notifies Uniti Fiber, Uniti Fiber will work to correct any compliance issues. If Uniti Fiber does not find a defect in service, Uniti Fiber will notify Customer, and the Service Date will remain unchanged.

8. Charges, Billing and Payment: Provision of Service is subject to Uniti Fiber's approval of Customer's credit standing. Uniti Fiber may require a deposit prior to the provision of Service or as a condition to the continued provision of Service, if Customer's credit standing or payment record so indicates. Billing for Services begins on the Service Date and will not be delayed due to Customer premises equipment or Customer's readiness to accept or use Service. Uniti Fiber bills in advance for Service, except for usage-based charges. Any installation charges or other non-recurring charges, which are non-refundable, will appear on the first monthly invoice. Taxes,

UNITI FIBER LLC STANDARD TERMS AND CONDITIONS

surcharges, any fees, charges or other payments, contractual or otherwise, for the use of public streets or rights of way, whether designated as franchise fees or otherwise, and governmental fees are not included in Uniti Fiber's charges and will be billed and paid by Customer as separate line items. Customer will pay any and all taxes, fees, surcharges or assessments unless and until Customer provides Uniti Fiber with an exemption certificate. All amounts billed are due by the next billing date. Any payment or portion thereof not made when due is subject to a late charge of 1.5% per month on the unpaid amount. Notwithstanding anything to the contrary herein, in the event of the nonpayment by Customer for Services and/or Equipment for a period exceeding thirty (30) days after the invoice due date, Uniti Fiber may, in its sole and absolute discretion, suspend providing all Services to Customer and pursue all legal remedies available to Uniti Fiber for such breach. Upon notice to Customer, Uniti Fiber may change rates offered pursuant to special arrangement or individual case basis pricing if the provision of service as such rate(s) becomes economically infeasible. To disconnect Service, Customer must submit a disconnect request in writing to Uniti Fiber. Billing for a disconnected Service will stop thirty (30) days from the date the disconnect request is acknowledged by Uniti Fiber unless a specific date of greater than thirty (30) days is requested. A termination liability may apply to the disconnected Service per the terms of this Agreement.

9. Claims and Disputes: If Customer disputes any charges billed hereunder, Customer must submit a documented claim regarding the disputed amount within 120 days of receipt of the bill on which the disputed charges appear. All claims regarding disputed charges not submitted to Uniti Fiber within such time are deemed waived. Withheld disputed amounts determined in favor of Uniti Fiber and paid disputed amounts determined in favor of Customer will bear interest at the lesser of 1.5% per month or the maximum rate allowed by law from the date payment was due or made, as applicable, to the date payment was made or refunded, as applicable.

10. Service Level Guarantee and Credits: Uniti Fiber will issue credit allowances for service outages as set forth below upon Customer's written request, which credit will appear on the next invoice following processing. A service outage begins when Customer reports the outage to the appropriate Uniti Fiber number(s) to open a trouble ticket, and ends when the affected circuit is fully operational, as evidenced by the closing of the trouble ticket. No credits will be given for outages that are (a) caused by Customer or an end user; (b) due to failure of power or equipment provided by Customer or 3rd parties; (c) during any period in which Uniti Fiber is not given access to the Service premises; (d) part of a planned outage for maintenance; or (e) due to a force majeure event. Services provisioned entirely on Uniti Fiber's Network will be credited at 1/1440 of the monthly recurring charges per 30 minute outage up to and including a 24-hour period, or if an outage is greater than 24 hours, at 1/144 of the monthly recurring charges per 3 hour outage. If 3 or more trouble tickets have been opened for a particular Service in a 30-day period for Service Interruptions totaling an aggregate of 6 hours of Service Interruption in that 30 day period, and the cause of outage is determined to be in Uniti Fiber's Network or System Equipment and is not due to a Force Majeure Event, such Service will be deemed a Chronic Trouble Service. Customer may disconnect the Chronic Trouble Service without incurring a Termination Liability.

11. Governmental Authorization, Regulatory Changes: This Agreement is subject to all applicable federal, state and local laws, rules and regulations, and each party must comply with all applicable federal, state and local laws, rules, regulations and orders in performing its obligations hereunder. To the extent any provision of this Agreement conflicts with any such applicable law, rule or regulation, such law, rule or regulation will supersede the conflicting provision. Uniti Fiber may

discontinue, limit or impose additional requirements to the provision of Service, upon 15 days written notice, as required to meet regulatory requirements or when such requirements have a material, adverse impact on the economic feasibility of Uniti Fiber providing Service, as determined in Uniti Fiber's reasonable business judgment.

12. Indemnification: Each party ("Indemnitor") must indemnify, defend and hold harmless the other party ("Indemnitee") from all losses or damages arising from or related to personal injury or property damage caused by the negligence or willful misconduct of Indemnitor. Customer must indemnify, defend and hold harmless Uniti Fiber from all losses or damages arising from Customer's breach of this Agreement, violation of any 3rd party intellectual property right, all claims of any kind by Customer's end users, or any act or omission of Customer in connection with any Service provided hereunder.

13. Limitation of Liability: Uniti Fiber is not liable for any indirect, incidental, consequential, special or punitive damages (including without limitation, lost profits or revenue) arising out of or related to the provision of Services hereunder, including any claims made by or through third parties. Uniti Fiber's liability to Customer may not exceed one month's calculation of monthly charges for the applicable Services. Uniti Fiber has no liability whatsoever for the content of information passing through its Network.

14. Term: This Agreement is effective for a period of three (3) years and commences upon the Effective Date. Thereafter, this Agreement remains in effect until the expiration or termination of all Service Orders entered into pursuant to this Agreement. The term for which Customer is purchasing Services ("Service Order Term") shall be set forth on the applicable Service Order. After the initial Service Order Term, Uniti Fiber and Customer may negotiate a renewal term at least thirty (30) days prior to the expiration of the initial term. If the parties do not negotiate a renewal term, then Service(s) shall continue on a month-to-month basis at a rate not to exceed 150% of the prior rate until either of the parties terminates the Service(s) upon thirty (30) days' written notice. Upon termination of this Agreement, all rights of Customer to order new Services cease and Supplier has no further obligations to furnish Services to Customer.

15. Termination by Uniti Fiber: (a) Uniti Fiber may terminate this Agreement or any Service Order hereunder or suspend Services, with prior written notice, upon: (i) Customer's failure to pay any amounts as provided herein; (ii) Customer's breach of any provision of this Agreement or any law, rule or regulation governing the Services; (iii) any insolvency, bankruptcy assignment for the benefit of creditors, appointment of trustee or receiver or similar event with respect to Customer; or (iv) any governmental prohibition or required alteration of the Services. (b) Uniti Fiber may terminate or suspend Services without notice if: (i) necessary to protect Uniti Fiber's Network; (ii) Uniti Fiber has reasonable evidence of Customer's fraudulent or illegal use of Services; or (iii) required by legal or regulatory authority. Any termination shall not relieve Customer of any liability incurred prior to such termination, or for payment of unaffected Services. All terms and conditions of this Agreement shall continue to apply to any Services not so terminated, regardless of the termination of this Agreement. If the Service provided under any Service Order hereunder has been terminated by Uniti Fiber in accordance with this section, and Customer wants to restore such Service, Customer first must pay all past due charges, a non-recurring charge, reconnection charge and a deposit equal to 2 months' recurring charges. All requests for disconnection will be processed by Uniti Fiber in 30 days or less. Customer must pay for Services until such disconnection actually occurs.

16. Termination Liability: Either party may terminate this agreement upon thirty (30) days prior written notice. Only recurring charges payable prior to the date of termination will be

UNITI FIBER CONFIDENTIAL

**UNITI FIBER LLC
STANDARD TERMS AND CONDITIONS**

due from Customer should Customer terminate the Agreement as provided herein.

17. Assignment: Neither party may assign this Agreement without the prior written consent of the other party, not to be unreasonably conditioned, withheld or delayed, except that Uniti Fiber may assign its rights and/or obligations hereunder (a) to any parent, affiliate or subsidiary of Uniti Fiber, (b) pursuant to any merger, acquisition, reorganization, sale or transfer of all or substantially all its assets, or (c) for purposes of financing.

18. Entire Agreement: This Agreement, together with the Service Order(s), any attachments and all applicable tariffs incorporated herein by this reference, sets forth the entire agreement of the parties with respect to the subject matter hereof, and supersedes any prior agreements, promises, representations, understandings and negotiations between the parties. In the event of a conflict, the Service Order shall prevail over this Agreement and any applicable tariff shall prevail over both. Any modifications, amendments, supplements to or waivers of this Agreement must be in writing and executed by authorized representatives of both parties.

19. Force Majeure: Neither party is liable for any failure of performance if such failure is due to any cause or causes beyond such party's reasonable control, including without limitation, acts of God, fire, explosion, vandalism, acts of terrorism, cable cut, adverse weather conditions, governmental action or inaction, labor difficulties and supplier failures. Either party's invocation of this clause shall not relieve Customer of its obligation to pay for any Services actually provided up to Customer's demarcation point. In the event such failure continues for 45 days, the other party may terminate the affected portion of the Services, upon no less than 30 days prior written notice.

20. Governing Law: This Agreement is governed by and subject to the laws of the State of Florida, excluding its principles of conflicts of law.

21. Headings: The headings herein are for convenience only and are not intended to have any substantive significance in interpreting this Agreement.

22. Relationship of Parties: The parties are independent contractors, and nothing herein creates or implies an agency relationship or a joint venture or partnership between the parties.

23. Jurisdictional Reports: Upon Uniti Fiber's request, Customer will provide Uniti Fiber with reports of its estimated or actual percentage of interstate and intrastate use of Uniti Fiber's Services.

24. Litigation: If either party commences litigation under this Agreement, the prevailing party is entitled to reimbursement of its costs and attorneys' fees from the other party.

25. Non-Exclusivity: This Agreement is non-exclusive. Nothing herein prevents either party from entering into similar arrangements with other entities.

26. Notices: Whenever written notice is required to be provided by this Agreement, Uniti Fiber must provide such notice to Customer's billing address, and Customer must provide such notice to Uniti Fiber at 107 St. Francis Street, Suite 1800, Mobile, AL 36602, Attn: Chief Financial Officer. A notice is deemed given when delivered.

27. No Waiver: Either party's failure to enforce any provision or term of this Agreement shall not be construed as a future or continuing waiver of such provision or term of this Agreement.

28. Public Releases, Use of Name: Neither party may issue a news release, public announcement, advertisement or other form of publicity concerning the existence of the Agreement or the Services provided hereunder without the prior written consent of the other party. Customer may not use Uniti Fiber's name, logo or service mark in marketing services to end users.

29. Representations and Warranties: Each party represents and warrants that it is fully authorized to enter into this Agreement. Uniti Fiber represents and warrants to Customer that any Services provided hereunder will be performed in a professional manner by qualified and trained personnel. UNLESS SPECIFICALLY STATED HEREIN OR IN ANY SERVICE ORDER, Uniti Fiber MAKES NO WARRANTIES, REPRESENTATIONS OR AGREEMENTS, EXPRESS OR IMPLIED, EITHER IN FACT OR BY OPERATION OF LAW, STATUTORY OR OTHERWISE, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

30. Severability: If any provision hereunder is declared or held invalid, illegal or unenforceable, this Agreement will be revised only to the extent necessary to make such provision(s) legal and enforceable, or if impossible, the unaffected portions of this Agreement shall remain in full force and effect so long as the Agreement remains consistent with the parties' original intent.

30. Survival: The terms and conditions of this Agreement will survive the expiration or other termination of this Agreement to the fullest extent necessary for their enforcement and for the realization of the benefit thereof by the party in whose favor they operate.

UNITI FIBER LLC

Signature: _____

Name (printed): _____

Title: _____

Date: _____

SANTA ROSA COUNTY

Signature: _____

Name (printed): _____

Title: _____

Date: _____

UNITI FIBER CONFIDENTIAL