



Master Services Agreement

Effective Date: April 17th, 2015

Licensee: **City of Doral**
Information Technology
Contact Name: Gladys Gonzalez, IT Director
Address: 8401 NW 53rd Terrace
Doral, Florida 33166
USA
E-Mail: Gladys.Gonzalez@cityofdoral.com
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WHEREAS the Miami-Dade Broadband Coalition is a not for profit technology buying consortium that within other objectives seeks to create a connected community in Miami-Dade through the use of high speed broadband technology that advances education, economic development, individual empowerment and quality of life for all residents,

AND WHEREAS the Coalition has as its mission to help all Miami-Dade residents get connected to the Internet, and therefore raises funds and invests proceeds in digital inclusion programs,

AND WHEREAS the Miami-Dade Broadband Coalition is a membership organization that only provides services to its members,

AND WHEREAS you have agreed to become a member of the Coalition,

This Master Service Agreement (the "Agreement") is entered into the "Effective Date" above by and between Miami-Dade Broadband Coalition, Inc., a Florida non-for profit company, (hereinafter "MDBC"); and the undersigned customer (hereinafter "Customer"), (MDBC and Customer each being referred to herein as a "Party" and being referred to collectively as the "Parties").

1 Definitions

Any references in the Agreement to:

- "MDBC", "we," "us" and/or "our" means Miami-Dade Broadband Coalition, Inc., a Florida non-for profit corporation with its principal place of business at 100 S. Biscayne Blvd. Suite 915, Miami, Florida 33131, United States of America;
- "Customer", "Licensee", "you," "your" and/or "yours" means any other company or entity who has agreed to the Registration Requirements by signing and submitting a completed Service Order requesting Services by submitting a signed and completed Service Order or contract, and whom also meets the requirements of being a Member of MDBC;
- "Acceptance" or "Accepted" means Customer will be deemed to have given its "Acceptance" or to have "Accepted" a Service after the applicable test and acceptance procedures have been conducted in the manner set forth below in Article III;
- "Customer Desired Delivery Date" means for a particular Service, the date requested by Customer for start of service as indicated on the Service Order (plus delay pursuant to Section 3.5, if any);
- "Customer Proprietary Network Information" (CPNI) means the data collected by telecommunications corporations about consumer's network, configuration, services or other relevant information related to Services.



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- "End User" means a user to whom Customer provides telecommunications and/or Internet Services utilizing, in part, the telecommunications and/or Internet Services delivered by MDBC to Customer under this Agreement;
- "Firm Order Commitment" (FOC) means a written notice identifying the Service Order and stating the acceptance of it by MDBC;
- "Force Majeure Event" means a cause beyond the reasonable control of the Party whose performance is interrupted or prevented, including, but not limited to, acts of God, lightning, fire, explosion, storm, hurricane, sinkhole or other similar catastrophes; any law, order, regulation, direction, action or request of any government or government agency; national emergencies, wars, terrorist acts, insurrections, or riots; vandalism, sabotage, criminal or unlawful acts of third parties, or cable cuts; strikes, lockouts, work stoppages or other labor disputes or difficulties; or expiration or termination of necessary contractual rights for reasons other than default by such Party;
- "Equipment Space", "Space" or "Sub-Collocation Space", sometimes referred to generically as "Collocation", means the amount of usable space measured in "U" within a 19" standard width cabinet designated by us to install your equipment. The space unit is the "U", where one U = 1.75" vertical height;
- "MDBC Network" means MDBC's infrastructure, including but not limited to optical cable and/or optical/electronic equipment used to deliver Services to its Customers;
- "Member" means any company or other entity for which MDBC has a completed and up-to-date membership application on file and for which membership dues are paid and current;
- "On-net Services" means Service provided by MDBC on the MDBC Network;
- "Off-net Services" means Service provided through MDBC, wholly or partially on a network other than the MDBC's Network;
- "Protected Circuits" means circuits for which Service is fully protected including but not limited to fiber, route, and equipment protection;
- "Service" means any telecommunications service and Internet services provided by MDBC to Customer under this Agreement;
- "Service Order Term" means the minimum period of time specified in a Service Order for which Customer commits to purchase and MDBC commits to supply the Service specified in the Service Order;
- "Service Outage" means a complete disruption of a Service or a degradation of Service below the Technical Specifications;
- "Technical Specifications" means the minimum performance specifications for each Service, which are set forth in the attached Exhibit A;
- "Term" means the Initial Term and/or any Renewal Term, as the context indicates;
- "Unprotected Circuits" means circuits which are not Protected Circuits;

2 Term and Service

2.1 Term

The Agreement shall commence on the Effective Date and, unless earlier terminated in accordance with Article VIII hereof, shall continue for an "Initial Term" until 12:01 AM on the third (3rd) anniversary of the Effective Date. This Agreement shall be automatically extended for successive renewal terms of one (1) year each (a "Renewal Term") unless either Party delivers written notice to the other Party thirty (30) days prior to the expiration of the Initial Term or any Renewal Term, of its intent to terminate this Agreement.

In the event that the Term expires while Service is still being provided under any Service Order, the Term shall automatically be deemed extended for the duration of the provision of such Service, but during such extension Customer shall not be entitled to submit new Service Orders.



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2.2 Service

MDBC shall sell Service to Customer, upon order of Customer and upon the terms and conditions set forth herein, as requested by Customer in Service Orders accepted by MDBC. Customer's requirements shall be specified on Service Orders as provided below.

MDBC shall not be obligated to accept a Service Order.

3 Order, Delivery & Acceptance

3.1 Service Order

Customer may from time to time throughout the Term place one or more Service Orders (SO) for specific Services by the execution and delivery to MDBC of a Service Order in the form attached hereto as Exhibit B. The Service Order shall include the information identified on Exhibit B, including a minimum Service Order Term for which Customer shall be committed to purchase the specified Service and a Customer Desired Delivery Date.

3.2 Service Order Processing

MDBC shall exercise good faith efforts to deliver to Customer, within three (3) business days following MDBC's receipt of the Service Order, acknowledgement of receipt and a unique Service Order identifier number to be used by the Parties when referring to that Service Order. MDBC shall promptly notify Customer of any additional information needed to process the Service Order.

MDBC shall promptly notify Customer of any changes that would have to be made to the Service Order to enable MDBC to accept and perform the Service Order. Customer may issue one revision to the Service Order (a "Change Order") without charge. Any additional Change Orders shall be subject to an administration fee per Change Order.

3.3 Service Order Acceptance

If MDBC elects to accept the Service Order, MDBC shall communicate such acceptance to Customer either by delivery of a copy of the Service Order fully executed by MDBC and Customer or by delivery of a separate FOC.

Communications from MDBC to Customer related to the processing or acceptance of the Service Order may be made to the fax number or email address provided by Customer in the Service Order. Customer may by written notice to MDBC cancel a Service Order without early termination liability prior to MDBC's acceptance of the Service Order. Thereafter, Customer shall pay the early termination liability specified below.

3.4 Off-net Service Orders

Customer acknowledges that MDBC's processing of Service Orders for Off-net Services is dependent upon the cooperation of third party provider(s). Customer acknowledges and agrees that an Off-net Service may be comprised of multiple circuits from multiple carriers.

MDBC shall exercise good faith efforts to obtain commitments promptly from third party providers and to respond to Customer promptly thereafter. In the event the Acceptance date of a portion of the Service is delayed and this delay renders the entire Service inoperable, MDBC shall not be liable to Customer for any damages that may result from such delay.

If any party other than MDBC provides an interconnection service, then unavailability, incompatibility, delay in installation, or other impairment of the interconnection service shall not



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excuse Customer's obligation to pay MDBC all fees or charges applicable to the Service, whether or not such Service is useable by Customer.

3.5 Service Order Delay

The FOC Date may be delayed by either Party one (1) time without penalty for a maximum period of fifteen (15) days, upon not less than three (3) working days prior written notice being provided to the other Party. A delay of the FOC pursuant to this section shall be verified in writing and delayed the number of days requested.

MDBC shall have no liability to Customer for any failure to deliver the Service on or before the FOC Date.

3.6 Acceptance of Capacity

When MDBC believes that a Service is ready for use by Customer, MDBC shall notify Customer that the Service is ready and shall conduct Acceptance testing. The test shall be coordinated and performed by MDBC.

If the test results demonstrate that the Capacity meets the Technical Specifications, MDBC shall give electronic notice to Customer ("Connection Notice") attesting to compliance of the Service to the Technical Specifications. If Customer delivers to MDBC, within two (2) business days after Customer's receipt of the Connection Notice, written documentation specifying non-conformance of the Service with the Technical Specifications as demonstrated by the test results, MDBC shall promptly undertake appropriate corrective action and the testing and Acceptance process shall be repeated.

If Customer fails to deliver such notice within said period, Customer shall be deemed to have Accepted the subject Service and said second or fifth business day shall be the Acceptance Date for that Service. The date upon which monthly recurring charges shall accrue for a Service (the "Service Commencement Date") shall be the later of the Acceptance Date or the FOC Date (as delayed pursuant to Section 3.5, if applicable), provided that any commercial use of the Service by Customer shall accelerate the Service Commencement Date to such date of usage.

3.7 Internet Access Service Orders

To the extent the scope of the Service Order under this Agreement includes the supply by MDBC to Customer of Internet-related services, the terms and conditions attached hereto in Exhibit B are hereby incorporated by this reference and part of this Agreement.

4 Payment, Taxes and other Fees or Permits

4.1 Non-Recurring Charges

The non-recurring charges ("NRCs") payable by Customer for each Service shall be stated in each Service Order and, unless otherwise specified in the Service Order, shall be payable within fifteen (15) days after the Acceptance Date.

4.2 Recurring Charge Invoices

The monthly recurring charges ("MRCs") payable by Customer for each Service shall be stated in each Service Order. MDBC shall invoice Customer on a monthly basis, in advance, for the MRCs for each Service.



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The first invoice shall be sent following the Acceptance Date. Subsequent invoices shall be sent in advance of the monthly cycle to which the invoice applies and shall be paid by Customer not later than the first day of the monthly cycle to which the invoice applies.

Should the Customer dispute any of the charges on its monthly invoice, it shall notify MDBC of such disputed charges in writing. The notice shall set forth all details concerning the disputed charges and reasons for the dispute.

MDBC and Customer shall attempt in good faith to resolve any objection to the invoiced amount prior to the payment due date. If the disagreement cannot be resolved prior to the payment due date, Customer shall pay the invoiced amount minus the disputed amount on the due date of original invoice.

Customer may deliver notice disputing previously paid charges no later than one hundred twenty (120) days after date of the invoice. If the dispute is subsequently resolved in favor of MDBC, MDBC shall re-invoice the disputed amount owed then, including interest at the rate specified in Section 4.4 from the original due date, and Customer shall pay all amounts agreed or found to be owing to MDBC within thirty (30) days of the date of the reissued invoice.

4.3 Remittance

Payments shall be made by Wire Transfer via the banking information below which can be updated by MDBC by providing written notice to Customer, or by ACH, at the Customer's discretion.

Bank Great Florida Bank
Miami, FL
ABA # 066015576
Acct # 400234563
Att: Miami-Dade Broadband Coalition, Inc.

4.4 Late Payments

In the event Customer should fail to make any payment by the due date specified above, Customer shall be liable to MDBC for a late charge on all past due amounts at the rate of one percent (1%) per month (or such lower rate than is then the maximum rate allowed by law), calculated on a daily basis from the first day when said amount became due and owing until paid.

4.5 Security

If a payment due from Customer is made more than ten (10) days after the due date on three or more occasions within any twelve (12) month period, or if the level of Customer's MRC exceeds Ten Thousand Dollars (\$10,000), then, at any time thereafter MDBC may, by written notice to Customer, require that Customer deliver to MDBC "additional security." "Additional security" shall consist of (a) cash or an irrevocable bank stand-by letter of credit in form acceptable to MDBC in an amount equal to twice the then current level of Customer's MRC, or (b) some other form of security acceptable to MDBC.

4.6 No Setoff Rights

The amounts due to MDBC hereunder are due and payable without set off.



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4.7 Taxes

Customer shall be responsible for any applicable federal, state or local sales, use, excise, gross receipts, universal service, or other taxes, fees, assessments or similar amounts in connection with the Service furnished to Customer pursuant hereto.

Customer shall provide all information to MDBC of any exemption of sales, use or other tax claimed by Customer including any state issued certificates for sales tax or communications services tax and shall immediately notify MDBC of any change in Customer's tax status. If need be, any existing state issued certificates shall be attached to Exhibit C.

To the extent that the Customer does not provide to MDBC documentation required to establish exemption from sales, use or other tax, then Customer shall be billed for such taxes and shall pay the amount of such taxes to MDBC.

Customer represents and warrants that all Services purchased hereunder are being purchased for use by Customer. Customer agrees that if Customer resells any part of the Service, by itself or as part of another service offered by Customer, to any End User, Customer shall notify MDBC of such resale and shall collect and remit all universal service fees due with respect to such services sold by Customer and shall file all applicable reporting forms.

To the extent legally permitted, MDBC may seek to reduce its universal service payments on the Services to reflect the extent of their resale to End Users by Customer. Customer and MDBC shall cooperate in taking all reasonable actions necessary to minimize, or to qualify for exemptions from, any such taxes, duties or liabilities, including the furnishing of the certification that purchases by Customer are for purposes of resale which is attached as Exhibit C and the universal service waiver form attached as Exhibit C.

If Customer resells the Services and is not required to report or pay universal service charges because the de minimus amount of fees are due for a reporting period, MDBC shall charge, and Customer shall pay, all amounts of universal service charges MDBC is required to report and pay because of Customer's de minimus status.

4.8 Protest

Customer and MDBC shall each have the right to protest or appeal any tax or charge assessed against it by any taxing authority.

5 Service Interruptions and Credits

5.1 Allowance for Non-Force Majeure Interruption of Service

Customer shall be entitled to a credit for periods of Service Outage for On-net Service when caused by other than a Force Majeure Event as indicated below. MDBC agrees to undertake immediate action to correct any Service Outage after receiving notice from Customer that a Service Outage exists.

The credit owed to Customer for a Service Outage caused by other than Force Majeure Event shall be the amount set forth in the applicable table on Exhibit A¹. In no event shall the aggregate amount of credit for Service Outages with respect to a Service during any thirty (30) day period be greater than the MRC for that Service.

¹ Related to current MDBC's Statement of Work for Data Network Services

5.2 Allowance for Force Majeure Interruption of Service

MDBC agrees to undertake immediate action to correct any Service Outage after receiving notice from Customer that a Service Outage exists.

Customer shall be entitled to a credit for periods of Service Outage for On-net Service greater than thirty (30) minutes when caused by Force Majeure Events. The credit owed to Customer for a Force Majeure Event causing Service Outage in excess of thirty (30) minutes shall be computed at 1/1440 of the MRCs applicable to that portion of the Service which is subject to the Service Outage for each one-half (1/2) hour or major fraction thereof that a Service Outage continues beyond thirty (30) minutes. In no event shall the aggregate amount of credit for Service Outages with respect to a Service during any thirty (30) day period be greater than the MRC for that Service.

5.3 Notice and Measurement

Service Outages shall be measured from (i) the time Customer notifies MDBC that a Service Outage has occurred to (ii) the time of restoration. For notice purposes, Customer may notify MDBC by telephone, fax, courier or any such similar expedited notice mechanism. Any period of time during which a trouble ticket is kept open at Customer's request following notification by MDBC that Service has been restored is not included in measuring the duration of a period of Service Outage.

5.4 Events Excepted from Credit

Notwithstanding the foregoing, Customer shall not receive any credit for a Service Outage arising from or caused by the following events: (i) Customer's negligence or the negligence of others affiliated with Customer; (ii) failure of electrical power to Customer equipment when such power is not provided or contracted for by MDBC pursuant to this Agreement; (iii) election by Customer, after requested by MDBC, not to release the Service for testing and repair; (iv) MDBC's inability, due to the action or inaction of Customer, to obtain access required to remedy a defect in Service; (v) scheduled system maintenance coordinated with Customer and performed by MDBC within the agreed upon time period, or (vi) Scheduled upgrade of Service at the request of Customer.

5.5 Off-net Service Outages

If MDBC receives an outage credit from a third party carrier for an Off-net Service provided hereunder to Customer, MDBC shall credit Customer's account with an equitably allocated portion of that credit.

6 Maintenance and Repair

6.1 Monitoring, Maintenance and Repair

MDBC shall perform all monitoring and coordinating of all testing, maintenance, and repair functions on the Services within the MDBC Network twenty-four (24) hours per day, seven days (7) per week with the objective of causing the Services to perform in compliance with the Technical Specifications.

Upon receiving a trouble call or system alarm, MDBC shall immediately commence coordinating efforts to effect appropriate repairs and restore service. MDBC shall respond within two (2) hours from such trouble call or system alarm.



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In the event that Customer has initiated a trouble call, and it is determined that the source of the problem was not the MDBC's Network, then the Customer will be billed at current per man-hour rate for the time spent by MDBC's technicians traveling to and working at the location of the trouble.

6.2 Scheduled System Maintenance

Scheduled system maintenance shall be performed outside of regular business hours, and any scheduled system maintenance that is likely to disrupt Service shall be scheduled with no less than ten (10) days advance notice to Customer.

A Service Outage outside of regular business hours resulting from scheduled system maintenance shall not result in a credit under Section 5 and shall be completed as soon as practicable.

6.3 Points of Demarcation

MDBC will provide Service to the MDBC "Point of Demarcation" contained in the Service Order. Equipment and service on the Customer side of the Point of Demarcation are the responsibility of Customer. Equipment and Service on the MDBC side of the Point of Demarcation are the responsibility of MDBC, and MDBC will maintain all such equipment.

6.4 Off-net Monitoring

Customer acknowledges that MDBC has no ability independently to test or maintain Service between any Off-net locations. If MDBC provides such Service, then MDBC's entire duty with respect to such Service shall be to use commercially reasonable efforts to cause the provider thereof to test and maintain such Service in accordance with MDBC's Specifications, and Customer shall not be entitled to any Service Outage credit or damages of any kind from MDBC for any Off-net Service Outage, except to the extent provided above in Section 5.5.

6.5 MDBC Facilities

If the MDBC's Point of Demarcation in the Service Order is within a building space owned or controlled by MDBC, any Customer access to that space shall be governed by the terms and conditions in the attached Exhibit B, and any separate agreement, if any.

7 Service Changes

7.1 Legal Changes

Upon thirty (30) days prior written notice, MDBC shall have the right, and Customer shall have the right without payment of any termination liability, to terminate any Service Order entered into under this Agreement if any material rate or term contained in the Service Order is materially and adversely changed or is found to be unlawful, or the relationship between the Parties hereunder is found to be unlawful in a final, unappealable legal order or other determination.

7.2 Early Termination of Service Order by Customer

Customer may at its sole option cancel a Service Order prior to the end of the Service Order Term for any reason, upon thirty (30) days written notice to MDBC setting out the effective date of cancellation; provided, however, Customer shall remit to MDBC on demand an early termination fee equal to: (i) the full amount of all past due charges and interest thereon, if any, (ii) any unpaid NRCs, and (iii) one hundred percent (100%) of the MRCs which would have become due and payable for the canceled Service during any unexpired portion of the Service Order Term.

7.3 Reconfiguration of Service Without Liability for Early Termination

Customer shall not be liable for early termination under this Section 7 if Customer orders a new On-net Service of equal or greater value (i.e. the aggregate Service Order Term MRCs are greater than the aggregate MRCs remaining in the Service Order Term of the cancelled circuit) during the same calendar month in which the disconnect notice is sent, provided Customer notifies MDBC in writing that the disconnection and new circuit orders are requested in either the same month, or within thirty (30) days from the date of Customer's disconnect notice.

If Customer fails to provide the written notice, Customer shall be liable for early termination charges on the disconnected circuit. If Customer orders a "replacement circuit" under this section, the ordered replacement must be installed within sixty (60) days of the disconnect date or Customer shall be liable for termination charges. Such replacement circuit must be within defined infrastructure and will be allowed only if capacity for the requested Service is available. Furthermore, if MDBC deployed electronic or optronic equipment to a particular location in order to commence providing a Service to Customer, then any reconfiguration of any circuit of that Service type originating or terminating at that location must, after the proposed reconfiguration, have its origination or termination at that same location in order to qualify as a reconfiguration under this Section 7.

7.4 Renewals

Unless specified otherwise in the Service Order, a Service Order will automatically renew on a month-to-month basis at the existing rate unless canceled by MDBC or Customer with at least thirty (30) day written notice to the other.

8 Breach and Remedies

8.1 Default

A Party shall be in Default under this Agreement if: (i) Customer fails to make a payment when due and such failure continues for more than ten (10) days after written notice, (ii) Such Party fails to perform any obligation required under this Agreement and such failure continues for more than thirty (30) days after written notice, provided that if the breach is of such a nature that it can not be cured within thirty (30) days, then such Party shall not be in Default so long as it commences to cure within such period of time and thereafter diligently and continuously pursues such cure to completion, or (iii) Such Party fails generally to pay its debts as such debts become due, or admits in writing its inability to pay its debts as such debts become due, or makes any general assignment for the benefit of creditors.

8.2 Remedies

Upon the occurrence of a Default, the non-Defaulting Party may seek any and all remedies available at law and/or equity, except to the extent any such remedy is specifically limited or prohibited by this Agreement, and may terminate this Agreement and all Service Orders or may terminate any one or more Service Orders to which the Default is related. In the event that such termination is caused by a Default on the part of the Customer, then Customer shall remit to MDBC on demand the early termination fee described in Section 7.2.

8.3 Suspension of Service

When payment in full, less any disputed amounts as provided above, is not made by Customer on or before any due date, MDBC, in its sole discretion, shall have the right, on and after the tenth (10th) calendar day after MDBC has given Customer written notice of nonpayment, in addition to exercising any remedies available for such Default, to suspend Service to Customer



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(either completely or only with respect to any affected Service Order(s)) until such time as Customer has paid all arrearage, including any interest as specified herein.

8.4 Prohibited Use

If Customer uses any Service in a manner that is a violation of law or that interferes with the operation of MDBC's Network, and if Customer does not cease such objectionable use immediately after receipt of notice from MDBC, MDBC shall have the right to suspend its provision of the relevant Service to Customer until Customer provides assurances reasonably acceptable to MDBC that such use is not or no longer shall be in violation of applicable law or will no longer interfere in the operation of the MDBC's Network.

9 Warranties, Limitation of Liability

9.1 Representations of the Parties

MDBC warrants that it has been duly formed and is in good standing in the state of its organization, that MDBC is qualified to do business in the areas where the Services will be delivered, and that the execution of this Agreement by MDBC has been duly authorized in compliance with MDBC's organization documents and procedures. Customer represents and warrants that it has been duly formed and is in good standing in the state or country of its organization, that Customer is qualified to do business in the States where the Services will be delivered, and that the execution of this Agreement by Customer has been duly authorized in compliance with Customer's organization documents and procedures.

9.2 Sole Remedy and Disclaimer of Warranties

THE SERVICE OUTAGE CREDIT AND TERMINATION RIGHTS SPECIFIED ABOVE AND ALLOWABLE TO CUSTOMER IN THE EVENT OF A SERVICE OUTAGE REPRESENT CUSTOMER'S SOLE REMEDIES IN THE EVENT OF A SERVICE OUTAGE. EXCEPT AS PROVIDED ABOVE IN SECTION 9.1, MDBC MAKES NO REPRESENTATIONS AND WARRANTIES UNDER THIS AGREEMENT, EITHER EXPRESS, IMPLIED OR STATUTORY, AND MDBC HEREBY EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES, INCLUDING, WITHOUT LIMITATION, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

9.3 Limitation of Damages

NEITHER MDBC NOR CUSTOMER SHALL BE LIABLE FOR ANY INDIRECT, CONSEQUENTIAL, SPECIAL, OR PUNITIVE DAMAGES, OR FOR ANY LOST PROFITS. CUSTOMER OBLIGATION TO PAY NRCs AND MRCs, EARLY TERMINATION CHARGES, OR MONETARY DAMAGES IN LIEU OF THE FOREGOING CONSTITUTES THE PAYMENT OF CONTRACT OBLIGATIONS OR DIRECT DAMAGES AND IS NOT AFFECTED BY THE LIMITATION IN THIS SECTION 9.3.

9.4 Other Limitation of Liability

EXCEPT TO THE EXTENT OF THE INDEMNIFICATION OBLIGATIONS OF THE PARTIES UNDER THIS AGREEMENT AND WITHOUT RELIEVING CUSTOMER OF ITS PAYMENT OBLIGATIONS UNDER THIS AGREEMENT, EACH PARTY'S ENTIRE LIABILITY FOR OTHER CLAIMS ARISING IN CONNECTION WITH ANY SERVICE OR THIS AGREEMENT SHALL BE LIMITED TO DIRECT DAMAGES NOT TO EXCEED PER CLAIM (OR IN THE AGGREGATE DURING ANY 12 MONTH PERIOD), THE TOTAL NET PAYMENTS MADE BY CUSTOMER FOR THE APPLICABLE SERVICE DURING THE 12 MONTHS PRECEDING THE MONTH IN WHICH THE DAMAGE OCCURRED.

10 Insurance and Indemnification

10.1 Insurance

If Customer wishes to access any MDBC Premises pursuant to the attached Exhibit B, Customer shall first obtain insurance coverage in the type and amount set forth below. Such coverage shall be obtained on an occurrence basis from carriers having a Best Rating Service rating of A- / AA+ or better and licensed to do business in the area where the Services are to be delivered.

Customer shall deliver to MDBC standard form insurance certificates evidencing the foregoing coverage and stating that such coverage shall not be cancelled, non-renewed or materially and adversely modified without at least thirty (30) days written notice to the certificate holder. Customer shall obtain a waiver of rights of subrogation by each insurer in favor of MDBC.

Customer shall maintain the following minimum coverages with MDBC to be named as an additional named insured as its interest may appear: (i) Commercial general liability insurance, covering claims for bodily injury, death and property damage, including comprehensive form, premises and operations, independent contractors, products and completed operations, personal injury, contractual, and broad form property damage liability coverage, with limits of \$2,000,000 per occurrence; (ii) Comprehensive automobile liability insurance, covering owned, non-owned, hired and other vehicles, with combined single limits \$2,000,000; and (iii) Umbrella, or excess liability, coverage in the amount of \$5,000,000.

The following coverages shall also be maintained by Customer but MDBC shall not be named as an additional named insured for these coverages: (i) Worker's compensation insurance with statutory limits as required by the laws and regulations applicable to the employees who are engaged in the performance of this Agreement; and (ii) Employer's liability insurance, for employee bodily injuries and deaths, with limits of \$500,000 per occurrence.

10.2 Indemnification by Customer

Customer hereby agrees to indemnify, defend and hold harmless MDBC and its affiliates, and their respective employees, officers, directors and agents (collectively, "MDBC Entities") from and against all demands, claims, actions or causes of action, assessments, losses, damages, liabilities, costs and expenses, including, without limitation, interest, penalties and reasonable attorneys' fees and disbursements (collectively, "Claims"), to the extent any such Claim is asserted against the MDBC Entities, directly or indirectly, by reason of or resulting from any Customer failure to perform an obligation under this Agreement or any action or inaction of Customer or its employees or agents that is illegal or constitutes negligence or intentional misconduct.

Customer further agrees to indemnify, defend and hold the MDBC Entities harmless from and against any and all Claims by End Users related to the Services or this Agreement.

11 Internet Access Services

11.1 Grant of Rights

Upon payment of all applicable fees and subject to the terms and conditions of this Agreement, MDBC grants Customer the non-exclusive, non-transferable right to use the Services and to view the performance data generated and compiled from the Services hereunder for the Term set forth in the applicable Service Order solely for Customer's own internal business operations.

11.2 Additional Conditions and Restrictions for Internet Access Services

Other than those rights expressly granted herein, MDBC grants to Customer no other rights to the Services, express or implied, and MDBC reserves all rights in the Services not expressly granted herein. Customer agrees that it shall not, nor shall it permit others to: (i) alter, adjust, repair or circumvent any aspect of the Services; or (ii) copy, modify, decompile, reverse engineer or disassemble the performance data or any part thereof, MDBC's (or its backbone providers) proprietary technology or the Services provided hereunder; and (iii) resell, pass-through, sublicense, rent, lease, timeshare or rebrand the Services or otherwise provide the Services to any party not within Customer's enterprise and related personnel unless otherwise expressly set forth in this Agreement.

Additionally, Customer shall not use, nor shall it permit others to use the Services: (i) for any unlawful, invasive, infringing, defamatory, fraudulent or obscene purpose; (ii) to send unsolicited, bulk email of any kind, regardless of the content or nature of such messages, post the same or similar message to one or more newsgroups or host or accept bulk replies resulting from such unsolicited email; (iii) to forge IP address information or mail headers; (iv) to send any virus, worm, trojan horse or harmful code or attachment; (v) to alter, steal, corrupt, disable, destroy, trespass or violate any security or encryption of any computer file, database or network; (vi) so as to interfere with the use of the MDBC or connectivity partner network by other customers or authorized users; or (vii) in violation of the Acceptable Use Policy ("AUP") of MDBC, its service providers and its backbone providers.

If Customer, or a third party through Customer (including without limitation End User or a customer of Customer), violates any of the foregoing prohibitions, MDBC may immediately suspend the Services and/or terminate this Agreement without further liability or obligation to MDBC, and Customer agrees to indemnify and hold MDBC Entities harmless from and against all Claims, caused by Customer's officers, employees, agents, vendors, partners, contractors, or customers arising from claims or demands resulting from any breach or violation of this Section 11.2.

11.3 Intellectual Property Rights

MDBC reserves all rights not expressly granted herein.

Without limiting the generality of the foregoing, and except for Customer Proprietary Information, Customer acknowledges and agrees that, subject to the license grant set forth herein, MDBC (or its backbone providers) owns all right, title and interest in and to the specifications, technology, configurations, routing data and performance data related to the Services, including but not limited to any and all modifications and derivative works thereto. Additionally, subject to the license grant set forth herein, MDBC (or its backbone providers) has all rights to the IP addresses provided hereunder.

Customer agrees to indemnify and hold MDBC Entities harmless from and against all loss, liability, damage and expense, including reasonable attorneys fees, caused by Customer's officers, employees, agents, vendors, partners or contractors arising from claims or demands of infringement of a third party's proprietary rights based on any information, materials or access to property provided by Customer.

12 Collocation Services

12.1 Our Responsibilities

We will provide you with the Services that you have requested in the Service Order, at the fees for such Services listed on the Service Order. We agree that for the term of the Service Order we will not change the fees that you pay for the Services you have chosen other than pass through increases for power services and cross connects pursuant to Section C.3 below.

If you have paid the Initial Prepaid Fees pursuant to Section B.6, we will provide:

- The Equipment Space you have requested, measured in "U" (1U = 1.75" height) within a designated 19" standard width cabinet at the NAP of the Americas,
- Shared standard redundant power circuits you have requested on your Service Order,
- Shared or dedicated Internet access bandwidth within other Customers, members and/or systems located in the designated cabinet,
- The Intra-facility cabling ("IFC") you have requested on your Service Order to connect your Equipment Space to the Meet Point Room ("MPR");
- Allocated port(s) in our equipment and cables necessary to connect your Equipment in your Equipment Space to either Exchange Point fabric at the MPR or Internet shared service.

Service Orders fees will be due and invoiced pursuant to Section B.6 below.

12.2 Your Responsibilities

By filing a Service Order with us, you represent to us that you understand and agree that:

- If you have chosen Exchange Point Services, you are requesting the right to establish a Connection;
- If you have chosen Equipment Space Collocation Services, you are requesting that we assign you Equipment Space within a designated cabinet;
- You have read, understood and agree to govern yourself by the Requirements;
- You will pay all undisputed fees when due pursuant to Section B.6 below;
- We may revise or amend the Requirements from time to time, as we deem necessary, provided that the Requirements will not unreasonably interfere with the operation of your telecommunications network;
- If you place a telephone Order with us or provide any instructions to us via telephone, you agree that our telephone call logs constitute full and conclusive proof of the content of your Order;
- If we do revise or amend the Requirements, we will advise you by sending the revised Requirements to your contact e-mail 5 business days before the revision or amendment becomes effective;
- If we are instituting the revision or amendment in good faith to correct a problem that materially affects our ability to operate the designated cabinet, or materially impairs our Customers' ability to operate their network when connected to the NAP, (a "Critical Change") then you agree to comply with the Critical Change, and you may terminate this Agreement at the conclusion of the outstanding Service Order(s), or terminate the Service Order immediately, without cause pursuant to Section B.8 of the Requirements;
- If the Critical Change materially impairs your ability to operate your network, and, after working together in good faith, the Parties cannot develop a Critical Change that does not materially impair your ability to operate your network within a reasonable period of time, then you may terminate the Service Order, with cause pursuant to Section B.8. of the Requirements;



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- If you do not object to any revisions to the Requirements within 5 business days and maintain the Connection after a revision or amendment goes into effect, you agree to be subject to that revision or amendment; and
- If you decide to reject a revision or amendment to the Requirements that is not a Critical Change after good faith discussion with us, the revision or amendment will not be put into effect for you for the remainder of the Term; however, we may terminate this Agreement at the conclusion of the outstanding Service Order(s).

12.3 Collocation License and Administrative Requirements

In addition to the General Administrative Requirements above, the following collocation License and Administrative Requirements apply when you order collocation services from us:

- **Use of Equipment Space.** By accepting your Service Order for collocation services, we grant you an exclusive license (the "License") to use the assigned Equipment Space at the collocation site (the "Premises"), the actual specific location of the assigned Equipment Space within the designated cabinet we will designate prior to installation. We may, at our option, elect to substitute the Equipment Space for other space at the same site designated by us. If we do substitute the Equipment Space, we will notify you prior to such substitution and the substitute space will contain approximately equal number of Us and substantially similar configuration and access to power and other engineering requirements that you need and otherwise will not unreasonably interfere with or interrupt the operation of your telecommunications network. We will bear the reasonable expenses for such a move if caused by us.
- **Prohibited Uses.** You shall not, at any time, use or allow any person to use the Equipment Space, or do or permit anything to be done or kept in or about the Equipment Space, for activities other than those typically associated in the industry with the collocation of telecommunication equipment. You shall not engage in or provide any services either directly or indirectly related to the trading of bandwidth, or that compete with the services that we provide via our peering fabric, or physical or optical cross connect platforms (collectively "competing Service"). You shall not market, solicit, license or sell collocation services in the Equipment Space to any third party that you know is using the Equipment Space to engage in or provide Competing Services. Notwithstanding the foregoing, you may allow your vendors and customers to collocate within your Equipment Space if such collocation is needed to permit the vendor or customer to connect to your network.
- You understand that our cost of power and cross connects is beyond our control and may increase over time. If the power and cross connect rates we pay increase by more than 5% above current levels, we reserve the right to increase the Monthly Recurring Power Fee you pay by that same percentage.
- **Shared cabinet.** It is understood and accepted that the designated cabinet in which you will have your Equipment Space assigned could be shared between other Customers. In the event that other Customers will request Equipment Space nearby yours, you will be notified in advance and you will have first right refusal for further expansion and/or rearrangement of your equipment according to your needs.
- **Access to Equipment Space.** Since the Equipment Space assigned to you might be within a cabinet shared with other Customers, you will not have access alone to your Equipment Space in order to prevent possible disruption of services we provide to other Customers within the same cabinet. Access to Equipment Space will be solely by MDBC or by MDBC and you after proper coordination between parties. Your use of the Equipment Space, installation of equipment, and access to the Premises at all times shall be subject to your adherence to the rules and regulations promulgated from time to time by the MDBC. Nevertheless, you will be escorted and supervised by us to use the Equipment Space and have access through the Premises to the Equipment Space, twenty four (24) hours per day, and three hundred sixty five (365) days per year.



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- **Equipment Removal.** Prior to the expiration of this License, you, at your expense, shall remove through us from the Equipment Space, all of your property, and you shall repair any damage to the Premises resulting from the installation or removal. We shall not make any changes or alterations to the Equipment Space except as is reasonably necessary to install your Equipment, conduct your business or remove your Equipment, provided in a way to return the Equipment Space to its original condition, subject to usual wear and tear.
- **Equipment Damage.** MDBC assumes no liability for any damage to, or loss of, any Customer Equipment resulting from any cause other than MDBC's gross negligence or willful misconduct. In no event will MDBC be liable to you or any Customer Representative, or any third party for any claims arising out of or related to Customer Equipment of any lost revenue, lost profits, replacement good, loss of technology, rights or services incidental, punitive, indirect or consequential damages, loss of data, or interruption or loss of use of any Customer Equipment, even if advised of the possibility of such damages, whether under theory of contract, tort (including negligence), strict liability or otherwise.
- **License Fee.** You shall pay to us a monthly recurring fee for use of the Equipment Space and Exchange Point (the "License Fee") in accordance with the Service Order.
- **This is not a Lease.** This Agreement shall not, under any circumstances, be deemed a lease or a grant to you of an interest in real property. If you do not immediately remove your equipment upon termination of this Agreement after written notice and five (5) days opportunity to cure, you will owe us holdover charges equal to three times the contractual license fee. Notwithstanding the foregoing, or anything to the contrary in this section C.7, the parties hereby stipulate and agree that Sections 713.50, 713.58 and 713.61 of the Florida Statutes apply to all Services contemplated or provided under this Agreement or any successor Agreement, and we shall have all lien holder's rights under those Sections. All sums due to us for services actually rendered, or services or other sums accelerated as a termination liability charge pursuant to section B.8 above, or otherwise, are stipulated and deemed to be sums owed for services performed on all your personal property located within your Equipment Space or otherwise in our possession.

13 Miscellaneous Provisions

13.1 Limitations of Service

This Agreement applies only to Services provided to Customer, and shall not apply to offerings by Customer of services to End Users. The provision of Services by MDBC as set forth in this Agreement does not constitute a joint undertaking with Customer for the furnishing of any service or capacity to End Users.

Whenever Service provided by MDBC under this Agreement is connected to facilities provided by another person or entity, the regulations, terms and charges of such other person or entity shall apply for the facilities provided by such other person or entity. MDBC does not undertake in this Agreement to make MDBC's Services available to any person or entity other than Customer.

13.2 Independent Parties

Nothing in this Agreement shall be deemed to create any relationship between MDBC and Customer other than that of independent Parties contracting with each other solely for the purpose of carrying out the provisions of this Agreement. Neither of the Parties hereto shall be deemed or construed, by virtue of this Agreement, to be the employee, representative, partner, or joint venturer of any other Party.

No Party is authorized, by virtue of this Agreement, to represent another Party for any purpose whatsoever without the prior written consent of that other Party.

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Master Services Agreement

13.3 Contract Interpretation

In case of conflict between or among documents attached to this Agreement and this Agreement, the following order of precedence shall apply: This Agreement and any amendment shall prevail, except that specific information in a Service Order shall prevail as to that Service with respect to price, Service Order Term, locations and availability and other Service-specific terms contained in the Service Order.

13.4 Notice

All notices or other communications which may be or are required to be given, served, or sent by either Party to the other shall be in writing and shall be mailed by first-class registered or certified mail, return receipt requested, postage prepaid, or transmitted by hand delivery (including delivery by overnight delivery service or courier), or sent by facsimile or delivered confirm e-mail, and addressed as follows:

To Customer: City of Doral
Information Technology
8300 NW 53rd Street, Suite 100
Doral, Florida 33166
Attn: Gladys Gonzalez
Facsimile: (305) 406-6722

To Customer Electronic Connection Notice Email Address
Gladys.Gonzalez@cityofdoral.com

To MDBC: Miami-Dade Broadband Coalition, Inc.
Attn: Contracts Manager
100 S. Biscayne Blvd. Suite 915
Miami, Florida 33131
Facsimile: +1 (305) 371-0341

Each Party may designate by notice in writing a new person and/or address to which any notice, demand, request or communication may thereafter be so given, served or sent.

13.5 Force Majeure

Neither Party shall be liable for any failure of performance hereunder due to a Force Majeure Event, provided that such Party shall use commercially reasonable efforts to minimize the impact of such Force Majeure Event. If failure of performance by MDBC hereunder due to Force Majeure Events is for more than thirty (30) days, the Service Order to which the failure pertains may be canceled by either Party upon ten (10) days written notice to the other Party.

A Force Majeure Event shall never excuse the failure to make a payment due hereunder.

13.6 Trade Names

No Party shall publish, issue or use any advertising, sales promotions, or other publicity materials that use another Party's name, logo, trademarks or service marks without the prior written approval of the other Party.

13.7 Confidentiality

No Party, without the other Party's specific prior written consent, shall disclose to any third party the terms and conditions of this Agreement (including pricing information) or any Service Order, or any information supplied to it by the other which has been designated as CONFIDENTIAL or PROPRIETARY or PRIVATE ("Proprietary Information") to the extent such information: (i) is not otherwise generally available to the public, (ii) has not been independently developed by the receiving Party, or (iii) has not previously been known by or disclosed to the receiving Party by a third party not bound by confidentiality restrictions.

Proprietary Information shall only be disclosed to those of its employees, affiliates, and representatives (collectively, Representatives") who have a need for it in connection with the use or provision of Services required to fulfill this agreement.

Prior to disclosing Proprietary Information to its Representatives, the disclosing Party shall notify such Representative(s) of their obligation to comply with this Agreement. If a receiving Party is required by any governmental authority or by applicable law to disclose any Proprietary Information, then such receiving Party shall provide the disclosing Party with written notice of such requirement as soon as possible and prior to such disclosure to enable the disclosing Party the opportunity to seek appropriate protective relief.

The parties acknowledge that the City, as a municipality of the State of Florida, is bound by Chapter 119, Florida Statutes, which requires that governmental records be open for inspection and copying by any person (generally, "Public Records Laws"). As such, the City and MDBC shall keep confidential the terms of the Agreement and the nature of the services to the extent permitted by Florida's Public Records Laws. The City shall ensure that all information and records pertaining to this Agreement that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law. The consent of one of the parties will not be required for the other party to comply with a duly made public records request, judicial order, and/or other duly made mandate to produce records. Either party shall provide notice to the other party upon a request to provide information and/or records pursuant to a duly made request.

Pursuant to section 119.0701, MDBC hereby agrees (a) keep and maintain public records that ordinarily and necessarily would be required by the City in order to perform the service; (b) provide the public with access to public records on the same terms and conditions that the City would provide the records and at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes or as otherwise provided by law; (c) ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law; and (d) Meet all requirements for retaining public records and transfer, at no cost, to the public agency all public records in possession of the contractor upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the public agency in a format that is compatible with the information technology systems of the public agency.

In the course of providing Service to Customer, MDBC will obtain and possess certain usage-related information about the quantity and type of the telecommunications services Customer uses ("CPNI"). Customer has the right, and MDBC has the duty, to protect the confidentiality of Customer's CPNI.

MDBC may use, disclose, and share Customer's CPNI for the purpose of provisioning the Services purchased under this Agreement and as permitted by law. MDBC agrees to protect the confidentiality of Customer's CPNI during the term hereof, or for such longer period as may be required under applicable law. Customer is solely responsible for protecting the CPNI of its end user customers.



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If the undersigned is a dealer-sold customer, MDBC may use and share CPNI for the purpose of marketing communications-related products and services to Customer as set forth in MDBC's CPNI Opt-in Notice provided to Customer contemporaneously herewith. To the extent Customer has agreed to the uses set forth in MDBC's CPNI Opt-in Notice, the Opt-in Notice is hereby incorporated by reference.

MDBC reserves the right to intercept and disclose any transmissions over MDBC's Facilities to protect its rights or property or pursuant to court order or subpoena.

13.8 Compliance with Laws

In connection with the matters provided for in this Agreement, each Party hereto shall comply with all applicable laws and regulations.

The parties agree to adhere to all applicable Export Laws and Regulations of the United States and that absent any required prior authorization from the Office of Export Licensing, U.S. Department of Commerce, they will not knowingly export or re-export (as defined in Part 779 of the Export Administration Regulations) directly or indirectly, through their affiliates, licensees, or subsidiaries, any of the Information (or any product, process, or service resulting directly therefrom) they receive under this or any ancillary agreements, to Country Groups D1, E1, E2, or Iran, Syria, Sudan or any other country hereafter restricted by the U.S. Law or governmental order. Neither Licensee, his employees, or businesses under his control (i) is a person whose property or interest in property is blocked or subject to blocking pursuant to Section 1 of Executive Order 13224 of September 23, 2001 Blocking Property and Prohibiting Transactions With Persons Who Commit, Threaten to Commit, or Support Terrorism (66 Fed. Reg. 49079 (2001)) as amended, (ii) engages in any dealings or transactions prohibited by Section 2 of such executive order, or is otherwise associated with any such person in any manner violative of Section 2, or (iii) is a person on the list of Specially Designated Nationals and Blocked Persons or subject to the limitations or prohibitions under any other U.S. Department of Treasury's Office of Foreign Assets Control regulation or executive order. The Licensee, its employees or businesses under Licensee's direct control are in compliance, in all material respects, with the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism (USA PATRIOT ACT) Act of 2001, as amended.

13.9 Severability

If any part of this Agreement shall be invalid or unenforceable under applicable law, said part shall be ineffective to the extent of such invalidity only, without in any way affecting the remaining parts of this Agreement.

13.10 Assignment

No Party may assign this Agreement without the prior written consent of the other Party, such consent not to be unreasonably withheld; provided, however, MDBC may assign this Agreement without prior written consent of Customer to any entity that controls, is controlled by or is under common control with MDBC or to any entity that purchases the MDBC as part of a corporate reorganization, consolidation, merger, or sale of substantially all of its assets.

13.11 Choice of Law and Waiver of Jury Trial

This Agreement shall be governed by and construed in accordance with the laws of Florida, without reference to choice of law principles. IN ANY LITIGATION ARISING FROM OR RELATED TO THIS AGREEMENT, THE PARTIES HERETO EACH HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVE THE RIGHT EACH MAY HAVE TO A TRIAL BY JURY WITH RESPECT TO ANY LITIGATION BASED HEREON, OR ARISING OUT OF, UNDER



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OR IN CONNECTION WITH THIS AGREEMENT. THIS PROVISION IS A MATERIAL INDUCEMENT FOR THE PARTIES TO ENTER INTO THIS AGREEMENT.

13.12 Non-waiver

The waiver by any Party hereto of a failure, a breach or a default under any of the provisions of this Agreement to enforce or exercise any of the provisions of this Agreement shall not thereafter be construed as a waiver of any subsequent breach or default of a similar nature, or as a waiver of any such provisions, rights or privileges hereunder.

13.13 Survival

The terms and provisions contained in this Agreement that by their sense and context are intended to survive the performance thereof by the Parties hereto shall so survive the completion of performance and termination of this Agreement, including, without limitation, provisions for indemnification and the making of any and all payments due hereunder.

13.14 Entire Agreement

This Agreement (including all Service Orders attached or to be attached hereto) constitutes the entire Agreement between the Parties hereto with respect to the subject matter hereof, and it supersedes all prior oral or written agreements, commitments or understandings with respect to the matters provided for herein.

Except as provided herein, the terms of this Agreement may only be amended or modified by an instrument in writing executed by the Parties hereto. Any unauthorized additions or modifications to this document that are not initialed by both parties shall be void and unenforceable.

The Parties acknowledge that the mutual obligations set forth in this Agreement are the result of their mutual negotiations, shall constitute good and valuable consideration for purposes of establishing a valid contract, and there shall be no presumption that any one party was the primary drafter of this Agreement. Each Party represents that the person executing this Agreement is duly authorized to enter into this Agreement on behalf of the Party he or she represents.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be duly executed as of the day and year first above written.

Miami-Dade Broadband Coalition, Inc.

City of Doral

Print Name: JOSEPH JERROSSI

Print Name: EDUARDO A. ROJAS

Signature: [Handwritten Signature]
Title: C.O.O.

Signature: [Handwritten Signature]
Title: 4.20.15

Approved as to form and legal sufficiency for the sole use of the City of Doral.
[Handwritten Signature]
City Attorney
[Handwritten Signature]
MDBC Initials Licensee Initials
Print Name Version 2.0, August 2010

EXHIBIT A

Technical Specifications

1) Metro Ethernet Service (Metro-E)

Ethernet-based telecommunications transmission transport links (Metro-E) are provided between two or more points that meet at a designated demarcation point between MDDB and Customer. Availability is measurement of the total time the Service is operative when measured over a time period of 30 consecutive days.

This is mostly a fiber based high speed transport service utilized for the interconnection of Customer owned Local Area Networks (LANs), fully compatible with 802.3, 3u, 3z, 3p, 3q. It allows for full duplex at speeds from 10Mbps to 1000Mbps, and can be provisioned as point to point service, or as a many to one service, with multiple clients pointing to a single host circuit.

There are two service configurations:

- Basic
- Premium with options,
 - Fixed
 - Burstable

Note: It is not possible to mix Basic and Premium service on the same network; however fixed and burstable can be mixed on the same Premium service network.

Basic

- 10, 100 and 1000 Mbps UNI port speeds
- Best-effort delivery
- Point to Point or Multipoint
- Fiber Interfaces (all speeds)
- Metallic Interfaces (10 and 100 Mbps only)

Premium

- Fixed or Burstable
- 100Mbps and 1000Mbps UNI port speeds
- 10, 20, 50 Mbps CBW rates provisioned on 100 Mbps UNI port
- 100, 250, 500 Mbps CBW rates provisioned on 1000 Mbps UNI port
- Point to point or Multipoint
- VLAN stacking

Premium Service Features

- Committed Bandwidth (CBW)
 - This is the minimum (guaranteed) bandwidth across network available from Customer locations.
 - Standard feature on Premium Service
 - Speeds 10, 20, 50, 100, 250, 500 Mbps
 - Fixed or Bust Mode (like CIR)
 - 10, 20, 50Mbps burst up to 100 Mbps
 - 100, 250, 500Mbps burst up to 1000 Mbps
- Priority Plus ²
 - VoIP (voice & video) support through network

² Optional, requires additional MRC



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- Allows customer to designate priority traffic
- Percentage of CBW (25%) per connection
- Must be installed on all connections
- Q Forwarding³
 - VLAN aggregation on a common connection
 - Multiple VLANs can talk to one port
- Metro-E reporting⁴
- Service Level Agreements (SLAs)⁵

Customer will receive credit as follows for each Service Outage on Protected Circuits:

Service Outage	Applicable Credit
Greater than 30 min	- 10% of MRC of that circuit(s)
Greater than 2 hr	- 25% of MRC of that circuit(s)
Greater than 12 hr	- 50% of MRC of that circuit(s)
Greater than 24 hr	- 100% of MRC of that circuit(s)

Customer will receive credit as follows for each Service Outage on Unprotected Circuits:

Service Outage	Applicable Credit
Greater than 7 hrs	- 10% of MRC of that circuit(s)
Greater than 12 hr	- 25% of MRC of that circuit(s)
Greater than 24 hr	- 50% of MRC of that circuit(s)
Greater than 48 hrs	- 100% of MRC of that circuit(s)

Service Continuity

For Services provided with Protected Circuits, in the event of protected facility failure, service will switch to an alternate mode in 50 ms or less

Credit Limits and Reporting Procedures

Total credits awarded for Service during any calendar month for failure to meet any one or more of the Guarantees shall not exceed the MRC for the affected Service. To be eligible to receive credit, Customer must report any failure(s) to MDDB and comply fully with any informational requests made by MDDB.

Optional Features⁶

- Protection for fiber and route diversity for local fiber infrastructure (Ethernet/ IP VPN)
- Jumbo Frame; MTU set to 9000 bytes (available only with 1000Mbps ports for Ethernet VPN)
- VLAN Service; additional service through same physical port (for Ethernet VPN)
- Quality of Service; ability to prioritize traffic (for Ethernet/ IP VPN)
- Bursting; allows for traffic in excess of CIR up to physical port speed (best efforts for Ethernet/ IP VPN)
- Multicasting; allow for multicasting up to CIR (for Ethernet/ IP VPN)
- Inter Metro; allow for VPN service across multiple MDDB Ethernet Metros (for Ethernet/ IP VPN)

³ Optional, additional MRC

⁴ Optional feature available with the Metro-E service and can be provided; however not part of the standard MDDB offer

⁵ Standard SLA available with the Metro-E service, optionally a higher SLA can be provided.

⁶ Additional fees may apply.

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B) Dedicated Internet Access (DIA)

Dedicated Internet access Service includes MDBC-owned and controlled routers and circuits, including transit connections, but does not include the local access circuit (e.g., local loop), Metro-E, Customer Premise Equipment, or Customer's Local Area Network (LAN).

Network Availability Guarantee – 99.99%

The Network is guaranteed to be available and capable of forwarding IP packets at least ninety nine and ninety nine percent (99.99%) of the time, as averaged over a calendar month.

If the Network Availability Guarantee is not met during a calendar month and the failure is reported to MDBC by Customer, Customer will receive a credit equal to the pro-rated one-day amount of the MRC for Service for the calendar month during which the Guarantee was not met.

Limits on credits and credit request procedures are established below under "Credit Limits and Reporting Procedures."

Latency Guarantee

The Network is guaranteed to have an average round trip packet transit time over a calendar month of 65 Milliseconds or less. Average latency is measured as the average of 15-minute samples across the Network as taken throughout a calendar month.

If the Latency Guarantee is not met during a calendar month and the failure is reported to MDBC by Customer, Customer will receive a credit equal to the pro-rated one-day amount of the MRC for Service for the calendar month during which the Guarantee was not met.

Limits on credits and credit request procedures are established below under "Credit Limits and Reporting Procedures."

Packet Loss Guarantee

The Network is guaranteed to have a monthly average packet loss of no greater than one percent (1%) during any calendar month.

If the Packet Loss Guarantee is not met during a calendar month and the failure is reported to MDBC by Customer, Customer will receive a credit equal to the pro-rated one-day amount of the MRC for Service for the month during which the Guarantee was not met.

Limits on credits and credit request procedures are established below under "Credit Limits and Reporting Procedures."

Network Jitter Guarantee

The Network is guaranteed to have a monthly average network jitter delay of no greater than one (1) millisecond during any calendar month.

If the Network Jitter Guarantee is not met during a calendar month and the failure is reported to MDBC by Customer, Customer will receive a credit equal to the pro-rated one-day amount of the MRC for Service for the month during which the Guarantee was not met.

Credit Limits and Reporting Procedures

Total credits awarded for Service during any calendar month for failure to meet any one or more of the Guarantees shall not exceed the MRC for the affected Service. To be eligible to receive credit, Customer must report any failure(s) to MDBC and comply fully with any informational requests made by MDBC.



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Performance Objectives

For purposes of Service Level Guarantee measurements, network performance does not take into account scheduled maintenance events, Customer-caused outages or disruptions, interconnections to or from, and connectivity within, other Internet Service Provider (ISP) networks, or force majeure events as previously defined.

Performance objectives for Ethernet/IP Virtual Private Network (VPN) and Dedicated Internet Access (DIA) Services are as follows:

- Service provides customers with 10, 100, 1000 transport service of 10-Mbps or fractional rates of 100-Mbps or 1000-Mbps, point to point or multipoint (VPN only), and electrical or optical port interfaces (optical interfaces could be either SMF or MMF)
- The service provides customers with physical interfaces at the 10/100/1000 Mbps level via various available networks and technologies depending on implementation and depending on the geographical coverage needed, multiple technologies may be implemented
- Guaranteed throughput as specified (10/100/1000 or fraction thereof)⁷. CIR guarantee applies only when VPN service does not by design limit the deliverable CIR (for example, customer orders point to multi-point VPN with the CIR of hub site being less than summation of the CIR's of all of the remote sites)

Optional Features⁸

- Protection for fiber and route diversity for local fiber infrastructure (DIA)
- Jumbo Frame; MTU set to 9000 bytes (available only with 1000Mbps ports for Ethernet VPN)
- VLAN Service; additional service through same physical port (for Ethernet VPN)
- Quality of Service; ability to prioritize traffic (for Ethernet/ IP VPN)
- Bursting; allows for traffic in excess of CIR up to physical port speed (best efforts for DIA)
- Multicasting; allow for multicasting up to CIR (for Ethernet/ IP VPN)
- Inter Metro; allow for VPN service across multiple MDBC Ethernet Metros (for Ethernet/ IP VPN)

⁷ Guarantee is only for committed information rate (CIR)

⁸ Additional fees may apply

C) Collocation Services

- Your equipment must meet published minimum Equipment Technical Requirements.
- You shall not place a load upon any floor of the Premises that exceeds either the load per square foot that such floor was designed to carry or that is allowed by law. We reserve the right, subject to reasonable industry standards, to prescribe the weight and position of all equipment.
- Electric Loads:
 - You will not exceed peak electrical load of 80 Watts per square foot in your space without our consent.
 - You will not exceed 75% of the rated capacity of any individual power circuit.
- You may only connect equipment that you own and operate to our peering LAN. You may not connect equipment to our peering LAN on behalf of third parties.
- You must only use IP addresses on the interface(s) of your router(s) connected to our peering LAN that we allocate to you.
- You may only present a single MAC address to any of our individual ports that is allocated to you.
- If required, you must register in advance all routes to be announced through a peering in the ARIN, RIPE or equivalent routing registry.
- If required, you must have your own Autonomous System ("AS") number, and register the routing policy for AS in the ARIN, RIPE or equivalent routing registry.
- If required, peering between routers will be via BGP-4.
- You shall not generate unnecessary route flap, or advertise unnecessarily specific routes in peering sessions with our Customers across our or the Terremark Peering Fabric.
- You may not advertise routes with a next-hop other than that of your own routers without our prior written permission, or that of the advertised party.
- You may not forward traffic across our or the Terremark Peering Fabric unless either the traffic follows a route advertised in a peering session at our or the Terremark Peering Fabric or where you have received prior written permission to do so from the Customer to whom the traffic is forwarded.
- On all interfaces connected to us, you must disable:
 - Proxy ARP, ICMP redirects, CDP, IRDP, Directed broadcasts, IEEE802 Spanning Tree, Interior routing protocol broadcasts, and all other MAC layer broadcasts except ARP; and
 - Any duplex, speed, or other link parameter auto-sensing.
- You shall not announce ("leak") prefixes including some or all of our peering LAN to other networks without our explicit written permission.
- You must set net masks on all interfaces connected to us to include our entire peering LAN.
- Any equipment and/or cabling installed at the Equipment Space within the designated cabinet must be clearly labeled as belonging to you.
- You will not touch equipment and/or cabling owned by us or other Customers installed at the shared cabinet, the Terremark Facility, or our peering equipment, without both the explicit written permission of both of us and of the Customer who owns the equipment.
- You will not install 'sniffers' to monitor traffic passing through our or the Terremark Peering Fabric, except through your own ports.
- You will not circulate correspondence on confidential mailing lists to non-customers.
- Notwithstanding anything to the contrary contained in the Collocation License and Administrative Requirements, you are allowed to run hardwire cable to and from your equipment within your Equipment Space. You will not permit or assist your customers to run hardwire cable between themselves to your Equipment Space without our consent. You may not run hardwire cable between your Equipment Space and other Customers outside your Equipment Space without our consent, which we may withhold in our sole discretion or permit under certain conditions, including but not limited to the payment of fees.



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- You should not routinely use our or the Terremark Peering Fabric for carrying traffic between your own routers.
- Your use of our Peering Fabric must at all times conform to the relevant standards as laid out in STD0001 (RFC2600) <http://www.ietf.org/rfc/rfc2600.txt> and associated Internet STD documents.

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Mutual Non-Disclosure Agreement

THIS AGREEMENT is made effective at the effective date shown below ("Effective Date"), by and between Miami-Dade Broadband Coalition, Inc. a Florida corporation (herein after "MDBC"), with its principal place of business at 100 S. Biscayne Blvd., Suite 915, Miami Florida 33131, United States of America and City of Doral (herein after "CoD") with offices at 8401 NW 53rd Terrace, Doral, FL 33166 (each individually a "Party" and collectively the "Parties").

WITNESSETH:

WHEREAS, in connection with exploring a possible business relationship (the "Relationship") and for the purposes of the ongoing Relationship, the Parties recognize the need to disclosure to one another certain of the Confidential Information (as defined below); and

WHEREAS, the Parties agree that their mutual objective under this Agreement is to provide appropriate protection for the Confidential Information while maintaining the ability to conduct their respective business activities; and

WHEREAS, the Parties wish to provide the terms and conditions upon which such Confidential Information will be disclosed by one Party to the Other Party hereunder;

NOW, THEREFORE, in consideration of the party's disclosure of Confidential Information and promises contained herein, the Parties agree as follows:

1. "Confidential Information" means information in whatever form disclosed by one Party (the "Disclosing Party") to the other Party (the "Receiving Party") before, on or after the Effective Date hereof which relates to a Disclosing Party's business or the Relationship, including without limitation price quotes, preliminary concepts, technical data, sales and/or marketing proposals, branding strategies, creative designs and concepts, technical data, web designs, trade secrets and know-how, research, product plans, products, customer technical requirements, software, programming techniques, algorithms, services, suppliers, suppliers lists, inventions, processes, technology, hardware configuration information, marketing, forecasts, business strategy, finances or other business information, business, financial, operational, human resource and technical materials and information, or which although not directly related to the Relationship, is nevertheless disclosed as a result of or in connection with the Parties' discussions of the Relationship.
2. The Receiving Party shall use the Disclosing Party's Confidential Information only for the purpose of evaluating the Relationship and for the purposes of the ongoing Relationship, and shall protect such Confidential Information from disclosure to third parties, using the same degree of care used to protect its own proprietary and confidential information of like importance, but in any case no less than a reasonable degree of care. The Parties understand that disclosure of Confidential Information could result in violation of the federal securities laws as well as other laws. The Receiving Party agrees not to trade in the securities of Disclosing Party while in possession of material Confidential Information or any other information of a material, non-public nature relating to the Disclosing Party. Neither this Agreement, nor any disclosure of Confidential Information hereunder grants the Recipient any right or license under any trademark, trade secret, copyright or patent now or hereafter owned or controlled by the Disclosing Party. The Receiving Party may disclose the Disclosing Party's Confidential Information to its Affiliates, its employees and its consultants, independent contractors who have a need to know, in each case if such Affiliates, employees and consultants have a need to know, and provided such Affiliates, employees and consultants (i) use the Confidential Information for the purposes of the Relationship only, and (ii) are bound to protect the Confidential Information as required hereunder. Before disclosure to any of the above parties, the Recipient must have an appropriate written agreement with



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- such party sufficient to require that the party treats such Confidential Information in accordance with this Agreement. Receiving Party may disclose Confidential Information pursuant to governmental request. The Parties shall each be responsible for any breach of the terms of this Agreement by them or their respective Affiliates or representatives and agree, at their sole expense, to take all reasonable measures (including but not limited to court proceedings), to restrain their respective Affiliates or representatives from prohibited or unauthorized disclosure or use of the Confidential Information.
3. The restrictions of this Agreement on use and disclosure of Confidential Information (including but not limited to ideas, concepts, know-how, techniques and methodologies) shall not apply to information that; (a) the Receiving Party can demonstrate is in the possession or control of such Party at the time of its disclosure hereunder; (b) is or become publicly know, through no wrongful act of the Receiving Party; (c) the Receiving Party can demonstrate was received by such Party from a third party free to disclose it without obligation (whether contractual, legal, fiduciary or otherwise) to the Disclosing Party; (d) the Receiving Party can demonstrate was developed independently by such Party without reference to the Confidential Information; or (e) is lawfully required to be disclosed.
 4. Confidential Information disclosed under this Agreement shall be and remain the property of the Disclosing Party. Upon the written request of the Disclosing Party at any time, Receiving Party shall promptly destroy all such tangible Confidential Information of the Disclosing Party in its possession, and no such Confidential Information shall thereafter be retained in any form by the Receiving Party except that the Receiving Party may retain a copy of the Disclosing Party's Confidential Information in the possession of outside counsel of its own choosing for the solely in the event a dispute arises hereunder and only in connection with such dispute or as otherwise required by law. The Receiving Party shall be fully responsible for the destruction of all Confidential Information disclosed to its Affiliate, its employees and its consultants.
 5. Without the prior written consent of the other Party, neither Party will disclose to any third party any Confidential Information including without limitation any of the terms or conditions relating to the Relationship being discussed by the Parties.
 6. This Agreement shall become effective on the date first set above and shall continue for a period of three (3) years.
 7. The Parties agree not to compete against nor circumvent each other, directly or indirectly through their subsidiaries or affiliate companies or through any other type of agreements on the scope and/or project related with the Information disclosed under this Agreement or any possible variation that might be related to the Confidential Information.
 8. The term "Affiliate" means any person or entity controlling, controlled by or under common control with a Party.
 9. The parties acknowledge that the CoD, as a municipality of the State of Florida, is bound by Chapter 119, Florida Statutes, which requires that governmental records be open for inspection and copying by any person (generally, "Public Records Laws"). As such, the CoD and MDBBC shall keep confidential the terms of the Agreement and the nature of the services to the extent permitted by Florida's Public Records Laws. The CoD shall ensure that all information and records pertaining to this Agreement that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law. The consent of one of the parties will not be required for the other party to comply with a duly made public records request, judicial order, and/or other duly made mandate to

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Mutual Non-Disclosure Agreement



- produce records. Either party shall provide notice to the other party upon a request to provide information and/or records pursuant to a duly made request.
10. Pursuant to section 119.0701, MDBBC hereby agrees (a) keep and maintain public records that ordinarily and necessarily would be required by the CoD in order to perform the service; (b) provide the public with access to public records on the same terms and conditions that the CoD would provide the records and at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes or as otherwise provided by law; (c) ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law; and (d) Meet all requirements for retaining public records and transfer, at no cost, to the public agency all public records in possession of the contractor upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the public agency in a format that is compatible with the information technology systems of the public agency.
 11. This Agreement (a) is the complete Agreement of the Parties concerning the subject matter hereof and supersedes any and all prior Agreements, understandings or discussions with respect to the subject matter hereof; (b) shall not be constructed to create any obligation on the part of either Party to create the Relationship or to compensate the other Party in any manner; (c) may not be amended or in any manner codified except in writing signed by both Parties; and (d) shall be governed and construed in accordance with the laws of the State of Florida except with regard to conflict law rules. Each party hereby consents to the jurisdiction of the Court or County Courts located in Miami-Dade County, Florida and the United States District Court for the Southern District of Florida. Each party acknowledges that such Confidential Information is unique and valuable to the Disclosing Party. If any provision of this Agreement is found to be unenforceable, the remainder shall be enforced as fully as possible and the unenforceable provisions shall be deemed modified to the limited extent required to permit its enforcement in a manner most closely representing the intention of the Parties as expressed herein. Without prejudice to the rights and remedies otherwise available to the Parties, each Party recognizes and agrees that the Disclosing Party may not have an adequate remedy at law if the Receiving Party were to violate the covenants and agreements set forth herein and acknowledges that a breach in the covenants and agreements set forth herein could cause irreparable harm and damage to the Disclosing Party and that money damages may not be a sufficient remedy for any breach of this Agreement by either party or their respective Affiliates and representatives and, accordingly, that either Party shall be entitled to equitable relief, including injunctive and specific performance, if either Party or any of their representative Affiliates or representatives breaches or threatens to breach any of the provisions of this Agreement. This Agreement may be executed in counterparts, each of which shall be deemed to be an original, and all of which shall constitute the same Agreement.
 12. Each Party understands and acknowledges that neither Party makes representation or warranty, express or implied, as to the accuracy or completeness of Confidential Information disclosed hereunder. Neither the disclosing party nor any of the officers, directors, employees, agents, advisors, legal counsel or other representatives or Affiliates thereof, shall be subject to any liability or responsibility for errors or omissions in, or any decisions made by the Receiving Party in reliance on, Confidential Information disclosed under this Agreement.
 13. Neither Party shall assign any of its rights or obligations hereunder, except to an Affiliate or successor in interest, without prior written consent of the other party, which consent shall not be unreasonably withheld.

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Mutual Non-Disclosure Agreement

IN WITNESS WHEREOF, each of the Parties hereto has caused the Agreement to be executed by its duly authorized representative.

Miami-Dade Broadband Coalition, Inc.

City of Doral

Print Name: JOSEPH SEROUSSI
Title: C.O.O.

Print Name: EDUARDO A. ROSAS
Title: CA

Signature: [Handwritten Signature]

Signature: [Handwritten Signature]

Date: 4/17/15

Date: 4.20.15

Approved as to form and legal sufficiency
for the sole use of the City of Doral.
[Handwritten Signature]
City Attorney
Daniel A. Espinoza
Print Name

Acceptable Use Policy (AUP)



Overview

This Acceptable Use Policy ("AUP") sets forth provisions of acceptable use of Miami-Dade Broadband Coalition, Inc. d/b/a South Florida Digital Alliance, Inc. ("MDBC/SFDA") Services. All members and users of MDBC/SFDA Services are required to comply with this policy and all applicable laws and regulations in full, in addition to all terms and conditions of applicable agreements, and any additional policies that may be applicable to a specific service offered by MDBC/SFDA.

MDBC/SFDA strives to provide its customers with the highest quality Internet service available, while at the same time respecting the standards that have been created both within the Internet community, and by legislation. To that end, inappropriate or abusive activities and conduct will not be tolerated on at or through MDBC/SFDA.

Users of MDBC/SFDA Services are encouraged to review this AUP often for changes or new information. Please send questions, comments, or complaints regarding this AUP to abuse@sfdigitalalliance.org.

Compliance

Duties

Each user is responsible for complying with this AUP, and for providing assistance to MDBC/SFDA in investigating and resolving any issue, as MDBC/SFDA may request from time to time. Additionally, MDBC/SFDA customers and users are required to determine the conditions of, and comply with, the acceptable use policies or equivalent documents of all network(s) which their data transits.

Users will be held responsible for the actions of any third party agent that acts on behalf of, or for the benefit of, any end user, and such end users shall be held directly accountable for any violations of this AUP by third party agents.

Unless otherwise or if requested by user, MDBC/SFDA does not control the content of data residing at or traversing through MDBC/SFDA's network; accordingly, MDBC/SFDA assumes no responsibility for the content of any data or communication that may reside at or be transmitted through MDBC/SFDA's network.

MDBC/SFDA will not access or make use of any data or communication that may reside at or be transmitted through the MDBC/SFDA network, except as described in the Services Agreement (the "Services Agreement"), or if for any reason, under MDBC/SFDA's sole discretion, MDBC/SFDA believes that it is reasonable to do so, including: to satisfy laws, such as the Electronic Communications Privacy Act, regulations, or governmental or legal requests for such information; to disclose information that is necessary to identify, contact, or bring legal action against someone who may be violating this Acceptable Use Policy or other user policies; to operate MDBC/SFDA Services properly; or to protect MDBC/SFDA, our affiliated companies, and/or our Customers.

MDBC/SFDA will inform their Customers in advance of any contemplated access or use that deviates from this practice.

Acceptable Use Policy (AUP)



Configuration

All systems connected to MDBC/SFDA's network shall be configured in accordance with Services Agreement, industry standards, applicable laws and regulations, specifically to conform to approved "Request For Comments" standards documents which are published from time to time by the Internet Engineering Task Force (<http://www.ietf.org/rfc.html>). Systems connected to MDBC/SFDA's network shall not be configured in any way that obscures system-identity information. Proxy servers of any kind shall be configured so as to prevent unauthenticated use from the public Internet.

Reporting obligations

MDBC/SFDA Customers are responsible for immediately reporting to MDBC/SFDA any issue that could compromise the stability, service or security of any user or system connected to MDBC/SFDA's network or infrastructure.

Resellers and Service Providers

Resellers of MDBC/SFDA Services are responsible for informing their customers of this AUP and for enforcing its restrictions with regard to their customers' actions. Breach or non-compliance of this AUP by a customer or end-user of a reseller shall be considered a violation of this AUP.

Prohibited uses

Below lists are not meant to be exhaustive, but merely illustrative of examples of inappropriate and improper conduct, prohibited when using MDBC/SFDA Services.

Illegal Use

MDBC/SFDA Services may only be used for lawful purposes. The transmission, distribution, or storage of any data or material in violation of any applicable law or regulation is prohibited. This includes, but is not limited to material or data that:

- Infringes any copyright, trademark, trade secret, or other
- Intellectual property right
- Violates export control laws or regulations
- Violates any party's confidentiality rights
- Constitutes use or dissemination of child pornography
- Is illegal or unlawful

Abuse

The following general actions are considered "abuse" and are strictly prohibited:

- Any conduct that is inconsistent with generally accepted norms and expectations of the Internet community (whether or not detailed in this AUP). MDBC/SFDA reserve the right, in their sole discretion, to make a determination whether any particular conduct violates such norms and expectations
- Using a MDBC/SFDA network or infrastructure to store or transmit material that MDBC/SFDA believe to be illegal, obscene, or inappropriate
- Forging of message headers or identity information, or taking any action with the intent of bypassing restrictions or limits on access to a specific service or site. This prohibition does not restrict the legitimate non-commercial use of pseudonymous or anonymous services

Acceptable Use Policy (AUP)



- Falsifying identity or contact information (whether given to MDBC/SFDA, to the InterNIC, or other parties)

Security

Users of MDBC/SFDA Services must configure their systems in a secure manner.

Should a user's system be exploited by unauthorized persons, the user is responsible for both reporting the violation (where applicable), and then fixing the exploited system. For instance, should the security of a mail server be compromised to distribute unsolicited emails, the user is responsible for immediately re-configuring the system to prevent further unauthorized use.

Users are prohibited from interfering or attempting to interfere with services ("Denial of Service Attacks"), whether intentionally or through neglect, of any other user, host, or network. The prevention of "unintentional attacks", such as infection and subsequent propagation of computer viruses, are the responsibility of every user; anti-virus software should be installed on every system that connects to MDBC/SFDA network or infrastructure.

Users are prohibited from injecting, intentionally or negligently, false or unauthorized network control data into MDBC/SFDA network or infrastructure, for instance in the form of incorrect routing or DNS information.

E-mail

Users are prohibited from engaging in improper use or distribution of electronic mail ("e-mail").

Users are strictly prohibited from engaging in any of the following activities:

- Sending unsolicited mass or commercial e-mail ("spamming") for any purpose whatsoever
- Having third parties send out commercial emails on any user's behalf. Using MDBC/SFDA network or infrastructure to receive replies from unsolicited emails (commonly referred to as "drop-box" accounts)
- Configuring any email server in such a way that it will accept third party emails for forwarding (commonly known as an "open mail relay"). If a site has roaming users who wish to use a common mail server, the mail server must be configured to require some form of user identification and authorization
- Mass or commercial email may be sent only to recipients who have expressly requested receipt of such e-mails, by the sending of an email request to the person performing the mass or commercial mailings. This exchanging of requests, acknowledgements, and final confirmations (commonly referred to as a "double opt-in" process) must be adhered to in their entirety for any mass or commercial email to be considered "solicited" by MDBC/SFDA
- Users that send mass or commercial e-mail are required to maintain complete and accurate records of all e-mail subscription requests, specifically including the email and associated headers sent by every subscriber, and to immediately provide MDBC/SFDA with such records upon request of MDBC/SFDA. Subscriptions that do not have a specific recipient generated email request associated with them are invalid, and are strictly prohibited
- In the absence of positive, verifiable proof to the contrary, MDBC/SFDA considers complaints by recipients of e-mails to be de-facto proof that the recipient did not subscribe or otherwise request the e-mail(s) about which a complaint was generated.

Acceptable Use Policy (AUP)



Usenet

In the case of Usenet (also known as Netnews or Newsgroups), MDBC/SFDA recommends that users not post to any newsgroup until they have familiarized themselves with the subjects, established guidelines, and restrictions of such newsgroups. All Usenet guidelines and restrictions are incorporated herein by reference, and users of MDBC/SFDA Services agree to adhere to such guidelines unconditionally. Without limitation of the foregoing, it is strictly prohibited to engage in any of the following activities:

- Making any posting for commercial purposes (including without limitation the pointing to specific URLs for commercial purposes), except where such postings are expressly permitted under the charter and/or Frequently Asked Questions (FAQ) of an applicable newsgroup
- Posting binary files to newsgroups whose charter or name does not include allowances for such files.
- Canceling newsgroup postings other than your own, or using auto-responders or cancel-bots (except in cases of official newsgroup moderators performing their duties). "Excessive Cross-Posting" (ECP) or "Excessive Multi-Posting" (EMP), or "Usenet spam": MDBC/SFDA retains the exclusive right to define these and other terms, however, we generally defer to the definitions found at <http://www.cybernothing.org/faqs/net-abuse-faq.html>
- Disrupting newsgroups with materials, postings, or activities that are (as determined by MDBC/SFDA in its sole discretion), excessive, or repetitious, unless such materials or activities are expressly allowed or encouraged under the newsgroup's name, FAQ, or charter
- Performing any unauthorized creation, cancellation, or removal of newsgroups
- The legitimacy of a given post or cancellation is generally determined by the official newsgroup or mailing-list moderator, therefore, MDBC/SFDA could defers to their judgment on these issues, however, MDBC/SFDA retains the exclusive right to make these determinations.

Revisions

MDBC/SFDA reserves the right to modify this AUP from time to time and our other policies and agreements, without notice. Notice of any revision, amendment, or modification could be posted in accordance with the Services Agreement.



Service Order Number:
CoD-0002

For Internal Use Only

Service Order

Initial Additional Expedite

Miami-Dade Broadband Coalition, Inc. d/b/a South Florida Digital Alliance I, Inc. ("MDBC/SFDA"), a corporation organized under the laws of the State of Florida ("Licensor") has issued this Service Order pursuant to terms of the MDBC/SFDA Master Services Agreement (the "Agreement") between Licensor and City of Doral, organized under the laws of the State of (or Commonwealth of) Florida ("Licensee"), the terms of which are part of this Service Order and control the performance and obligations hereof. Any term not otherwise defined in this Service Order will have the meaning specified in the Agreement. If this Service Order is not executed by Licensee within thirty (30) days of the Date of Issuance stated in the heading set forth below, it shall be deemed null and void.

Date: February 26 th , 2015	Quote #: CoD-0002
Our Address of Notice	Your Address of Notice
Miami-Dade Broadband Coalition I, Inc. d/b/a South Florida Digital Alliance I, Inc. 100 S. Biscayne Boulevard, Suite 915 Miami, FL 33131 United States of America Phone: (305) 371-0340	City of Doral 8401 NW 53rd Terrace Doral, Florida 33166 United States of America Phone: 305-593-6725

Products and/or Services:

Item	Description	GSA Part #	Qty.	NRC	Unit MRC	MRC
1	Cabinet: 7"	CL-0001	2	\$0.00	\$722.38	\$1,444.76
2	Power: 120VAC, SP, 20amp, CPS (A&B)	PW-0002	2	\$0.00	\$400.78	\$801.56
3	Power: 208VAC, SP, 30amp, CPS (A&B)	PW-0005	1	\$1,248.00	\$1,555.08	\$1,555.08
4	Internet access	IA-0002	101	\$0.00	\$9.00	\$909.00
5	Home run, fiber optic cable 6 count	N/A	2	\$1,400.00	\$0.00	\$0.00
6	Cross connect: Fast Ethernet 100FX (MM fiber 1310nm 2km)	CC-0003	1	\$0.00	\$247.50	\$247.50
Totals				\$2,648.00		\$4,957.90

Acronyms;

- NRC Non Recurrent Charge
- MRC Monthly Recurrent Charge

GSA Contract #: GS-35F-0537X

Term: Upon execution by Licensee, the term of this Service Order will be **twelve (12) months**.

MDBC Initials JD Licensee Initials FL



Service Order Number:
CoD-0002

For internal Use Only

The parties acknowledge that the mutual obligations set forth in this Service Order are the result of their mutual negotiations, shall constitute good and valuable consideration for purposes of establishing a valid contract, and there shall be no presumption that any one party was the primary drafter of this Service Order. The person executing this Service Order is duly authorized to enter into this Service Order on behalf of the party he or she represents. Any unauthorized additions or modifications to this document that are not initiated by both parties shall be void and unenforceable.

Customer _____

Signature: [Signature]

Print Name: EDUARDO A. REJAS

Title: CM

Approved as to form and legal sufficiency
for the sole use of the City of Doral.

[Signature]
City Attorney

Doral A. Espino - Luis Sandoz
Print Name

RESOLUTION No. 15-46

A RESOLUTION OF THE MAYOR AND THE CITY COUNCIL OF THE CITY OF DORAL, FLORIDA, PURSUANT TO SECTION 2-322 OF THE CITY CODE OF ORDINANCES, APPROVING THE PURCHASE OF INTERNET ACCESS, MANAGED ROUTER SERVICES AND HARDWARE CO-LOCATION SPACE SERVICE AT THE NETWORK ACCESS POINT OF THE AMERICAS DATA CENTER FACILITY, IN AN AMOUNT NOT TO EXCEED \$59,500.00 A YEAR FOR A PERIOD OF THREE YEARS, VIA UNITED STATES GENERAL SERVICES AGREEMENT GS-35F-0537X; AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT, SUBJECT TO APPROVAL AS TO FORM AND LEGAL SUFFICIENCY BY THE CITY ATTORNEY, AND TO EXPEND FUNDS ON BEHALF OF THE CITY WITH RESPECT TO THE PURCHASE; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, the City of Doral (the "City") has a need to protect its critical data and information technology infrastructure from security breaches, as well as damage and/or destruction due to natural disaster and other catastrophic events; and

WHEREAS, the City does not have such a hardened and secured facility that would be suitable for that purpose; and

WHEREAS, Miami-Dade County is fortunate to be the home of the Network Access Point of the Americas Data Center Facility (the "NAP"), a self-sustaining, protected, and carrier neutral network access point facility located in Downtown Miami offering secured hosted facilities, floor space, enterprise grade cooling and electrical power for IT systems from multiple providers; and

WHEREAS, the City has had a contract with the NAP since 2006 (using a Miami-Dade County agreement) for the provision of rack space to critical City servers, which were later moved to one hundred (100) square foot hardened (Category 5) rated co-

location space for disaster recovery; and

WHEREAS, as member of the Miami-Dade Broadband Coalition, Inc., a non-profit technology buying consortium (“MDBC”), the City can obtain the same desired services pursuant to United States General Services Administration Contract GS-35F-0537X (the “GSA Agreement”), which was competitively bid in a manner consistent with Chapter 2 of the City’s Code of Ordinance; and

WHEREAS, section 2-322 of the City’s Code of Ordinance authorizes the City Manager, upon City Council approval, to enter into bids or contracts entered into by other governmental authorities provided that the governmental authority has followed a competitive bidding procedure leading to the award of the bid or contract in question which is substantially similar to the competitive bidding procedure outlined in the Code; and

WHEREAS, staff has recommended that the City Council authorize the City Manager to use the GSA Agreement to procure internet access, managed router services and hardware co-location space at the NAP (the “Services”) in an amount not to exceed \$59,500.00 a year for a period of three (3) years plus a one time fee of \$2,648.00.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF DORAL, FLORIDA, AS FOLLOWS:

Section 1. Recitals. The above recitals are confirmed, adopted, and incorporated herein and made a part hereof by this reference.

Section 2. Approval. The procurement of the Services under the GSA Agreement in an amount not to exceed \$59,500.00 a year for a period of three (3) years,

plus a one time fee of \$2,648.00 is hereby approved pursuant to Section 2-322 of the City Code of Ordinance.

Section 3. Authorization. The City Manager is hereby authorized to enter into an agreement and other contractual documents, subject to approval as to form and legal sufficiency by the City Attorney, as may be necessary to procure the Services under the GSA Agreement, and to expend funds in furtherance thereof in amounts not to exceed \$59,500.00 a year for a period of three (3) years.

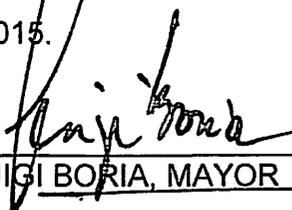
Section 4. Implementation. The City Manager and City Attorney are hereby authorized to take such further action as may be necessary to implement the purpose and provisions of this Resolution.

Section 5. Effective Date. This Resolution shall take effect immediately upon adoption.

The foregoing Resolution was offered by Vice Mayor Ruiz who moved its adoption. The motion was seconded by Councilmember Rodriguez and upon being put to a vote, the vote was as follows:

Mayor Luigi Boria	Yes
Vice Mayor Sandra Ruiz	Yes
Councilman Pete Cabrera	Yes
Councilwoman Christi Fraga	Yes
Councilwoman Ana Maria Rodriguez	Yes

PASSED AND ADOPTED this 18 day of March, 2015.



LUIGI BORIA, MAYOR

ATTEST:



CONNIE DIAZ, INTERIM CITY CLERK

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY FOR THE SOLE USE
OF THE CITY OF DORAL



WEISS, SEROTA, HELEMAN, COLE, & BIERMANN, PL
CITY ATTORNEY