



Agenda Item # 166
 Date 4/3/24

Great Plains Communications
 1600 Great Plains Centre
 P.O. Box 500
 Blair, NE 68008
 Phone: 1.888.343.8014

SERVICE ORDER

ORDER INFORMATION	
Customer	DODGE COUNTY
Doing Business As	Dodge County Courthouse
Solution Name	Q-27501-DODGE COUNTY UPGRADE/RENEW
Service Term	12 months

ORDER DETAILS				
Location: 33 W 4TH ST, FREMONT, NE 68025				
Service	Description	Unit Price	Qty	Total Price
Standard Internet Access - 300 x 300 Mbps	Configured with DHCP unless Static IP is requested	\$99.95	1	\$99.95
Free Static IP Address	Free Static IP Address	\$0.00	1	\$0.00

CHARGES		
Monthly Recurring Charge (MRC)	Non-Recurring Charge (NRC) (due at install)	Upfront Charge (due upon signing)
\$99.95	\$0.00	\$0.00

SPECIAL TERMS AND CONDITIONS

Installation: Estimated 90 days. Standard installation included in installation charge. Any after-hours installation (before 7am or after 7pm) or expedited installation, if requested by Customer, may incur special installation fees.

Construction Review: This Service Order is a binding agreement. However, after this Service Order is executed, Provider may conduct further engineering review, including a site survey. If Provider determines that material construction will be required to deliver service, Provider reserves the right to impose a construction charge or additional terms and conditions, which are in addition to the pricing and terms and conditions contained herein. If Customer does not agree to the quoted construction charge or additional terms and conditions (if any), Customer may cancel this Service Order at that time without any further liability.

GENERAL TERMS AND CONDITIONS

This order is entered between the Great Plain's affiliate listed below ("Provider") and the undersigned Customer. The services, terms, charges, and other details agreed to between the parties are set forth above. All prices are before applicable taxes, fees, and surcharges. This order is further subject to and governed by Provider's standard service agreement for business customers, available upon request. This order is subject to availability and becomes binding upon acceptance by Provider. This order may be executed in counterparts, signed and delivered physically or digitally. Customer acknowledges it has read, understands, and accepts the terms and conditions of this order.

SIGNATURE - Each party duly executes this order, intending to be legally bound.	
Customer: DODGE COUNTY	Provider: Netlink LLC
Sign:	Sign:
Print:	Print: Molly Meeves
Title:	Title: Account Manager
Date:	Date:

SERVICE AGREEMENT

1. **Applicability.** This Service Agreement (“Agreement”) governs the services provided by Great Plains Communications LLC or its applicable affiliate (“Provider”) to the party purchasing services (“Customer”). By accepting service from Provider, Customer accepts the terms set forth in this Agreement as a binding agreement between Provider and Customer, without modification.
2. **Purpose; Additional Terms.** This Agreement establishes general terms, conditions, and a framework for Customer to purchase and use services from Provider. This Agreement may be supplemented by Provider with additional terms and conditions agreed upon by the parties, including applicable service schedules, and including specific terms and conditions stated in an order.
3. **Services.** Provider will provide Customer the services set forth in a service order executed by both parties. Part or all of the services may be provided by an affiliate of Provider. Additional services (including additional lines, features, IP addresses, cross connections, splicing, special building access, demarcation extensions, special equipment, or certifications), if available and requested, may incur additional charges.
4. **Charges; Billing; Payment; Taxes; Assurance.**
 - 4.1. **Charges.** Customer will pay Provider the charges set forth in the order, which may include monthly recurring charges (“MRC”), non-recurring charges (“NRC”) including installation charges, or any additional specific charges applicable to the ordered service, including construction charges. Additional charges may also be described in the applicable service schedules.
 - 4.2. **Billing.** Billing of MRC will commence at the start of the service term. Billing of NRC will occur upon or prior to the start of the service term (upfront charges billed upon placement of order). A monthly statement of the amount due will be provided to Customer.
 - 4.3. **Payment; Late Fee.** Customer will pay the amount due to Provider by the Payment Date shown on the statement. Any payment received after the Payment Date will be subject to a late fee, which will be the greater of 1.5% of the amount due or \$10. If payment is not received within 30 days of the Payment Date, Customer will be considered in default, and Provider may suspend or terminate the services immediately. Upon any suspension or termination, Provider may require Customer to pay all past-due amounts and a reconnection fee.
 - 4.4. **Taxes.** Except for taxes based on Provider’s net income, Customer is responsible for all taxes and surcharges applicable to the services purchased by Customer. Provider will compute, bill, and collect from Customer all applicable taxes and surcharges and remit to the appropriate authority. Customer must present a valid exemption certificate if Customer is exempt from any tax or surcharge.
 - 4.5. **Assurance.** Provider may require a reasonable deposit or other assurance if Customer fails to pay. Provider may use deposits to cover unpaid amounts. Upon full payment and closure of Customer’s account, remainders of deposits will be returned to Customer.
5. **Term and Termination.**
 - 5.1. **Term.** Each service will commence upon installation and remain in effect for the term specified in the order. Thereafter, the service will automatically renew on a month-to-month basis until terminated by either party upon 30 days written notice. Provider may deem the service term commenced if Customer unreasonably refuses or delays installation.
 - 5.2. **Early Termination.** Customer will pay Provider an early termination fee (“ETF”) if any service is cancelled or terminated before the expiration of the service term for any reason other than breach thereof by Provider. The ETF will equal 100% of the remaining MRC to be paid in the service term, plus any unpaid NRC. Customer acknowledges the actual damages from an early termination would be difficult to ascertain, and the ETF is a genuine estimate of actual damages Provider will suffer and is not a penalty.
6. **Use of Service.** Customer must abide by Provider’s Acceptable Use Policy, found at <https://www.gpcom.com/terms>. Customer may only use the services for lawful purposes. Customer may not resell, share, trade, or in any way provide the services to any other customer. Customer will be responsible for all content transmitted by Customer or others using Customer’s service.
7. **Access; Equipment.** Customer grants Provider a permanent easement on the property to install, maintain, and operate facilities necessary to provide the service. If Customer is not the owner of the property, Customer warrants it has lawful authority from the owner to allow Provider such access. If Customer fails to provide necessary access to the property, Provider may cancel the order and bill the ETF. Customer must provide access to and appropriate and safe space for the equipment. Customer will be responsible for damage to Provider’s equipment due to Customer’s negligence or willful conduct. All equipment placed on site by Provider will remain the property of Provider. Provider will not be responsible for any equipment or services furnished by Customer.
8. **Limitation of Liability.** Neither party will be liable to the other for any indirect, special, punitive, reliance, or consequential damages (including lost profits or lost data) of any kind arising from or related to this Agreement, the services, or performance of obligations hereunder. Provider’s liability hereunder will not exceed the total amount paid by Customer for the service to which the claim pertains in the 12-month period preceding the event giving rise to the claim.
9. **DISCLAIMER.** EXCEPT AS EXPRESSLY STATED HEREIN OR IN ANY SERVICE SCHEDULE, SERVICES ARE PROVIDED ON AN “AS IS” AND “AS AVAILABLE” BASIS WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING TITLE, NONINFRINGEMENT, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE, OR THAT SERVICE WILL BE ERROR-FREE, VIRUS-FREE, SECURE, OR WITHOUT INTERRUPTION. NO COMMUNICATION BY PROVIDER WILL CREATE ANY SUCH WARRANTY UNLESS EXPRESSLY SIGNED BY AN OFFICER OF PROVIDER.
10. **Confidentiality.** Customer will not disclose the prices, terms, and conditions expressed by Provider for 3 years after expression.
11. **Waiver.** No course of dealing will be construed as a waiver. No waiver of any breach will be deemed a waiver of any other breach.
12. **Force Majeure.** Provider will not be liable for any delay, interruption, or failure due to causes beyond its reasonable control.
13. **Governing Law; Severability; Change of Law; Jury Trial Waiver.** This Agreement is governed by the laws of the State of Nebraska, without regard to its choice of law provisions. If any provision is held to be invalid or unenforceable under applicable law, such provision will only be ineffective to the extent of such invalidity or unenforceability, without affecting the remainder. In the event Provider is prohibited from providing service or required to change the service by any law, the parties will in good faith modify this Agreement or the affected order to comply with such law, including adjusting rates for increased costs; if no such modification is a greable, either party may terminate the affected service without further liability. TO THE FULLEST EXTENT ALLOWED BY LAW, PROVIDER AND CUSTOMER EXPRESSLY WAIVE THE RIGHT TO TRIAL BY JURY FOR DISPUTES ARISING OUT OF THIS AGREEMENT.
14. **Assignment.** Customer may not assign the services without prior written consent from Provider, not unreasonably withheld. Provider may assign the services without notice or consent. The services are binding upon the successors, assigns, heirs of the parties.
15. **Amendment.** This Agreement and any order may only be modified by a duly executed written amendment or change order.
16. **Entire Agreement; Execution.** This Agreement sets forth the entire understanding of the parties pertaining to the services provided by Provider. This Agreement and any order may be executed in counterparts, signed and delivered physically or digitally.

ACCOUNT INFORMATION

Please review, verify, and complete the following information to assist Great Plains in creating your account.

GENERAL INFORMATION		
Customer Legal Name: DODGE COUNTY		
Business Type and State (e.g. Nebraska corporation):		
Owner/Account Holder:		
Phone:		
Email:		
Service Address:		
Is the Service Address within city limits?	<input type="checkbox"/> Yes	<input type="checkbox"/> No
Do you own the property (land and building)?	<input type="checkbox"/> Yes	<input type="checkbox"/> No <i>Customer is responsible for all land/building access.</i>
Property Manager contact information (<i>if applicable</i>):		
Billing Address:		

EXISTING CUSTOMER INFORMATION ONLY		
Current GPC Account #:		
Do you prefer billing on:	<input type="checkbox"/> Combined/Single Statement	<input type="checkbox"/> Separate Statement

TAX INFORMATION	
Tax ID #:	Are you a tax-exempt business? <input type="checkbox"/> Yes <input type="checkbox"/> No <i>If yes, please provide a tax-exempt form.</i>

ACCOUNT PASSWORDS AND SECURITY	
<i>In order to protect customer privacy, you must authorize a CPNI Contact. Your CPNI Contact(s) will be the only person(s) allowed to discuss customer proprietary network information ("CPNI") or make service changes.</i>	
CPNI Contact:	
CPNI Phone:	
CPNI Email:	
Account Password:	
Password Hint:	
<i>In order to make payments over the phone, you must establish a personal identification number ("PIN"). Your PIN is a unique identifier that will be required to access your account through a secure payment portal.</i>	
4-digit PIN:	<input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/>

TECHNICAL CONTACT
Do you have a technical contact or consultant? <i>If yes, please provide their contact information:</i>

EMAIL SETUP
Do you want a Great Plains email address (email@gpcom.net)? (Up to 10 free.) <i>If yes, please list desired email addresses.</i>