

REQUEST FOR LEGAL SERVICES

To: County Attorney's Office
Attention: Noah Milov

From: Michael Lang, Drawer No. AS04

Dept: Information Technology Ext.- 7570

Date: 07/15/2025

Request (in detail): _____

Please review the attached "Dark Fiber Lease Agreement" and advise on any required changes or modifications. We currently have an agreement with this company that is building out a dark fiber link between other County facilities and this is an add on to that. I have included that document as well.

See changes. Added provisions 11 + 12 that should have been in the original draft

Please indicate any time limits involved and attach all necessary documentation.

For County Attorney office use only:

Assign to: Noah

Date: 7/15/25

County Attorney Project No.: 2025-453

Logged out: 7/29/25

DARK FIBER LEASE AGREEMENT

This Dark Fiber Lease Agreement (this “Agreement”) is entered into this 11th day of September, 2025 (the “Effective Date”) between Polk County, a Political Subdivision of the State of Florida (“Lessee”), and WANRack, LLC, Delaware limited liability company (“WANRack”). Lessee and WANRack are sometimes referred to individually in this Agreement as a “Party” and collectively as the “Parties.”

WHEREAS, WANRack, through ownership or arrangement, possesses the right to operate or use a fiber optic telecommunications network between various points within the United States (the “WANRack Network”);

WHEREAS, Lessee and WANRack’s subsidiary, JMZ Corporation, are parties to that certain Business Services Order Form, effective December 3, 2024, pursuant to which WANRack agreed to provide six (6) strands of dark fiber to Lessee from two specified points of demarcation (the “Existing Order”);

WHEREAS, Lessee desires to obtain from WANRack, and WANRack desires to lease to Lessee, strands of dark fiber in the WANRack Network between two additional demarcation points in accordance with the terms and conditions of this Agreement; and

WHEREAS, the Parties desire to amend and restate the Existing Order on the terms and conditions set forth in this Agreement and replace the Existing Order in its entirety with this Agreement, as of the Effective Date.

NOW, THEREFORE, in consideration of the mutual covenants set forth herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Definitions.

a. “Dark Fiber” means Fiber between two specified locations to which no optronics or electronics are attached.

b. “Fiber” means a glass strand or strands which is/are protected by a color-coded buffer tube and which is/are used to transmit a communication signal along the glass strand in the form of pulses of light.

c. “Fiber Optic Cable” or “Cable” means a collection of Fibers contained in color-coded buffer tubes with a protective outer covering, which covering includes stiffening rods and filler.

d. “Tax” or “Taxes” shall mean collectively any and all taxes, fees, assessments, charges, and levies, together with any penalties, fines, or interest thereon, imposed by any authority having the power to tax, including any city, county, state, or federal government or quasi-governmental agency or taxing authority.

2. Lease of Dark Fibers.

a. Leased Dark Fibers. Subject to the terms and conditions of this Agreement, WANRack will lease to Lessee dark fiber connections consisting of six (6) strands of Fiber Optic Cable provided to and from the specific demarcation point(s) designated on Schedule A-1 and Schedule A-2 attached to this Agreement (collectively, the "Leased Dark Fibers"). This lease of the Leased Dark Fibers is subject to the right of WANRack to occupy and use the public rights-of-way, public utility easements, private property, and any other property in and on which the WANRack Network is located.

b. Rights Not Conveyed. Nothing in this Agreement shall be deemed to grant, convey or vest in Lessee any interest or estate in any real or personal property, including but not limited to the Leased Dark Fibers or the WANRack Network. The rights granted to Lessee under this Agreement do not include any equipment used to transmit capacity over or "light" the Leased Dark Fibers. Lessee acknowledges and agrees that the Leased Dark Fibers are owned by WANRack and will continue to be owned by WANRack following the expiration or termination of this Agreement. Lessee has no option or other right to purchase or otherwise acquire the Leased Dark Fibers from WANRack.

c. Additional Fibers. WANRack may lease to Lessee additional Dark Fibers requested by Lessee during the remainder of the Term of this Agreement if capacity is available and if Lessee is not in material breach of this Agreement. WANRack and the Lessee agree to negotiate in good faith to amend this Agreement to provide for additional locations and demarcation points for the Leased Dark Fibers in the future. The Lessee will be responsible for paying for the additional costs to expand such Leased Dark Fibers and this contract will be amended to reflect such additions and costs if Lessee desires such additional Leased Dark Fibers.

d. Non-Exclusive. Nothing in this Agreement shall act as a limitation, restriction, or prohibition against WANRack with respect to any agreement to which WANRack is currently party or may in the future enter into with others regarding the WANRack Network, including the identified portion of the WANRack Network covered by this Agreement. Lessee acknowledges that such an agreement with a third party may make rearrangement of Lessee's facilities necessary. Lessee agrees that, in such event, it will cooperate in good faith with such rearrangement work; provided, however, that WANRack shall give Lessee thirty (30) days written notification of such intent to rearrange Lessee's facilities.

e. Demarcation Points. Lessee shall have use of, and access to, the Dark Leased Fibers through the demarcation points listed on Schedule A-1 and Schedule A-2 attached to this Agreement. All such demarcation points are an integral part of the WANRack Network and at all times shall remain the property of WANRack. Splicing of fibers located at the demarcation points set forth on Schedule A-1 and Schedule A-2, if required to accommodate Lessee, shall be performed by WANRack personnel or WANRack's designated independent contractors.

3. Term and Termination.

a. Term. The initial term of this Agreement (“Initial Term”) will commence on the date of this Agreement and will continue until the date that is ten (10) years from the date the Company provides the Lessee written notices that all of the Leased Dark Fibers have been tested and are operational (the “Commencement Date”), unless earlier terminated in accordance with this Agreement. Following expiration of the Initial Term, the term of this Agreement will automatically renew for additional and consecutive ten (10) year term (each, a “Renewal Term”) unless either Party gives the other Party written notice of its desire to not renew this Agreement at least one hundred eighty (180) days prior to the end of the Initial Term or the then current Renewal Term. The Initial Term and the Renewal Terms are sometimes referred to in this Agreement, collectively, as the “Term.”

b. Termination.

- i. Lessee may terminate this Agreement for material breach of WANRack’s obligations under this Agreement, subject to a thirty (30) day cure period.
- ii. WANRack may terminate this Agreement for Cause, with “Cause” meaning (a) Lessee’s failure or refusal to make any payment due to WANRack under this Agreement within ten (10) days after Lessee receives written notice from WANRack of such failure or refusal, or (b) Lessee’s continuing failure or refusal to perform any other material obligation under this Agreement within thirty (30) days after Lessee receives written notice from WANRack of such failure or refusal. If this Agreement is terminated by WANRack for Cause, without limiting any other rights available under the circumstances, WANRack will be entitled to recover as damages all fees that would have been payable to WANRack under this Agreement for the full Term (including any Renewal Term(s)).

c. Effect of Termination. Upon any termination or expiration of this Agreement, all rights of Lessee to use the Leased Dark Fibers shall immediately cease and Lessee will, at its sole expense, promptly remove all of its equipment associated with the Leased Dark Fibers in a manner that does not damage the WANRack Network, unless WANRack is found to have materially breached this Agreement, in which case WANRack, at its sole expense, shall be obligated to remove the Leased Dark Fiber. Termination or non-renewal of this Agreement will not affect Lessee’s obligation to pay all fees and charges due and owing to WANRack as of the date of termination or non-renewal.

4. Compensation to WANRack. Lessee agrees to make monthly lease payments and the non-recurring charges for the Leased Dark Fibers in the amounts set forth on Schedule A-1 and Schedule A-2 attached to this Agreement and the other terms and conditions set forth in Section 4 of this Agreement.

a. Due Dates. Unless otherwise expressly provided on Schedule A-1 or Schedule A-2, all fees payable under this Agreement by Lessee will be made no later than Forty Five (45) days following the WANRack invoice date. In the event that any fees are payable on a monthly basis (or otherwise on a regular schedule), the fee for any partial month (or other relevant period) will be pro-rated accordingly.

b. Late Payments. Late payments under this Agreement will incur a late payment charge equal to the lesser of (i) 1.5% for every month or partial month that the payment is late, or (ii) the maximum late payment charge permissible under applicable law.

c. Taxes and Additional Charges. All applicable federal, state, local use, excise, sales or privilege taxes, occupation taxes, duties, regulatory fees, or other similar liabilities charged to or against WANRack or Lessee because of the services furnished by WANRack under this Agreement shall be assessed to and paid by Lessee. Lessee shall be required to provide documentation evidencing its exemption from any such taxes or fees.

5. Lessee's Use of the Leased Dark Fibers.

a. Compliance with Law. Lessee warrants that its use of the Leased Dark Fibers and the WANRack Network shall comply with all applicable government codes, ordinances, laws, rules, regulations and restrictions and shall not have an adverse effect on the WANRack Network.

b. Restrictions on Use. Lessee shall have the right to use the Leased Dark Fibers for any lawful purpose, subject to applicable law. This Agreement grants to Lessee no right to use any element of the WANRack Network other than the right to use the Leased Dark Fibers pursuant to the terms and conditions of this Agreement. Lessee's use of the Leased Dark Fibers shall be limited to the Lessee. The Lessee may not assign, lease, or except as otherwise permitted herein, allow any other party the right to use the Leased Dark Fibers without WANRack's prior written consent. Any other use shall constitute a refusal to perform a material obligation under this Agreement and shall be grounds for WANRack to terminate this Agreement for Cause.

c. Notice of Damage. Lessee shall promptly notify WANRack of any matters pertaining to any damage or impending damage to or loss of the use of the WANRack Network that are known to it and that could reasonably be expected to adversely affect the WANRack Network.

d. No Interference. Lessee shall, at its own expense, maintain any equipment it utilizes to access the WANRack Network pursuant to this Agreement in good repair and in a manner suitable to WANRack so as not to conflict with the use of the WANRack Network by WANRack or any other party permitted by WANRack. Lessee shall not unreasonably interfere with any other permitted party's access to the WANRack Network.

e. No Liens or Encumbrances. Lessee shall not cause or permit the Leased Dark Fibers or any other part of the WANRack Network to become subject to any lien or encumbrance, including but not limited to any mechanic's, materialmen's, or vendor's lien. If Lessee breaches its obligations under this section, it shall immediately notify WANRack of such lien or encumbrance, shall promptly cause such lien or encumbrance to be discharged and released of record without cost to WANRack, and shall indemnify WANRack against all costs and expenses (including reasonable attorneys' fees and court costs at trial and on appeal) incurred in discharging and releasing such lien.

f. Alterations or Attachments. Lessee acknowledges and agrees that: (i) the Lessee may not make any alterations or attachments to Leased Dark Fibers without WANRack's prior written consent, (ii) WANRack has no maintenance or other obligations whatsoever with respect to any alterations or attachments made to the Leased Dark Fibers by Lessee, (iii) if WANRack provides any maintenance or other services in respect of any such alterations or attachments, WANRack will provide such services subject to its standard charges, terms, and conditions, (iv) WANRack is not responsible for any malfunction, non-performance, or performance degradation of the Leased Dark Fibers, or any inability of WANRack to satisfy its obligations under this Agreement, caused by, or resulting directly or indirectly from, any unpermitted alteration or attachment made to the Leased Dark Fibers by Lessee, or any other action by the Lessee, and (vi) the Lessee is solely responsible for, and agrees to indemnify WANRack against, all claims and damages caused by, or resulting directly from, any unpermitted alteration or attachment made to the Leased Dark Fibers by Lessee.

6. Maintenance and Relocation.

a. Maintenance. WANRack will perform periodic maintenance checks on the WANRack Network, including the Leased Dark Fibers, at its sole cost and expense, and shall make routine repairs on the WANRack Network in the course of regularly scheduled maintenance. WANRack shall maintain the WANRack Network in good operating condition throughout the Term.

b. Relocation. Except as provided in this Agreement for emergency situations, if WANRack determines that it is necessary to relocate, modify, or alter the Leased Dark Fibers or the WANRack Network, WANRack shall provide Lessee with thirty (30) days written notification prior to making the proposed relocation, modification, or alteration in order to provide Lessee a reasonable opportunity to rearrange, relocate, or modify its existing facilities. Lessee shall have no responsibility for costs and expenses relating to the relocation, modification, or alteration of the Leased Dark Fibers or the WANRack Network for the purpose of meeting the needs of WANRack or the needs of any other lessee. In all cases, Lessee shall bear the costs incurred in any rearrangement, relocation, modification, or alteration of Lessee's facilities.

c. Emergency Use/Relocation. In the event of an emergency as determined by WANRack in its reasonable discretion, WANRack may relocate, modify, or alter the Leased Dark Fibers or the WANRack Network without prior notice to Lessee. In such event, as soon as reasonably practicable thereafter and not later than seventy-two (72) hours after having taken such action, WANRack will advise Lessee in writing of the emergency work performed or the action taken with respect to any emergency modification or alteration of the Leased Dark Fibers or the WANRack Network.

7. Insurance. WANRack acknowledges Lessee is self-insured. Lessee shall provide WANRack with a certificate of self-insurance.

8. Confidentiality. Each Party acknowledges and agrees that (a) it will have access to confidential information of the other Party, (b) such information constitutes valuable, special, and unique property of the other Party, and (c) no right or license is granted to such party with respect to such

information, except as specifically set forth in this Agreement. Each Party agrees that it will not at any time, in any manner whatsoever, whether directly or indirectly, disclose to any person or entity, or use, any confidential information of the other Party, except as required by applicable law or as necessary for the performance or enforcement of this Agreement. For purposes of this Agreement, the term "confidential information" means all non-public and proprietary information of or concerning one Party that is disclosed or made available to the other Party (including its employees or other representatives), including, without limitation, the terms of and prices under this Agreement and any non-public information concerning a Party's business, operations, plans, processes, products (including related manuals and support materials), systems, marketing information, diagnostics, specifications, know-how, personnel, patrons, students, or data of any kind. WANRack acknowledges Lessee is a governmental agency in Florida, and therefore has obligations to disclose certain material under Florida law, including Chapter 119, F.S. Each Party will ensure that its employees and other representatives comply with the confidentiality obligations under this Agreement. Each Party agrees that it will not copy the confidential information of the other Party other than on an "as necessary" basis in connection with the performance or enforcement of this Agreement. Upon the request of other Party, or upon the termination or expiration of this Agreement, each Party agrees to return or destroy any confidential information of the other Party in its possession, Subject to applicable law such as Ch. 119.F.S. Furthermore, the Lessee agrees to promptly notify WANRack for any open records/public information request that it may receive concerning this Agreement, pricing or any confidential information and allow WANRack the opportunity to analyze and oppose release of requested information as may be provided by applicable law. The Parties acknowledge that remedies at law may be inadequate to protect against any actual or threatened breach of the confidentiality obligations under this Agreement, and, without prejudice to any other rights and remedies otherwise available, agree to the granting of injunctive relief without proof of actual damages. The Parties agree that the foregoing obligations regarding confidentiality will survive the termination or expiration of this Agreement.

9. Representations, Warranties and Disclaimers.

a. Representations of the Parties. Each of the Parties represents and warrants to the other Party that: (i) it will comply with all applicable laws in performing its obligations under this Agreement; (ii) this Agreement has been duly authorized, executed, and delivered by such Party, and (iii) the execution, delivery, and performance of this Agreement does not and will not conflict with, breach, or otherwise violate any of the organizational or governing documents of such Party or any agreement or instrument to which it is bound.

b. Condition of Leased Dark Fibers. WANRack makes no representation or warranty whatsoever regarding facilities and components that are not Leased Dark Fibers. EXCEPT AS EXPRESSLY PROVIDED IN THIS AGREEMENT, WANRACK DISCLAIMS ALL WARRANTIES WITH RESPECT TO THE LEASED DARK FIBERS, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, AND LESSEE ACKNOWLEDGES THAT THE DARK FIBER AND DARK FIBER SERVICES ARE PROVIDED AS-IS, EXCEPT AS EXPRESSLY PROVIDED HEREIN.

10. Miscellaneous.

a. Independent Contractor. The Parties agree that WANRack is an independent contractor with respect to Lessee. Nothing contained in this Agreement may be construed as

making the Parties partners or joint ventures or creating a principal and agent relationship. Neither Party has any authority to create any obligation or responsibility on behalf of, or in the name of, the other Party, or otherwise to bind the other Party in any way.

b. Notice. Any notice, demand, waiver, or consent under this Agreement must be in writing and delivered by facsimile (receipt confirmed), by prepaid registered or certified mail (with return receipt requested), or by a national overnight courier service, addressed as set forth below. All such notices, demands, waivers, and consents will be effective upon receipt or refusal of delivery, whichever occurs first. Either party may change its address or facsimile number by giving notice to the other party in accordance with this Section.

If to WANRack:	WANRack, LLC 4550 West 109 th Street, Suite 115 Overland Park, KS 66211 Attn: Legal Department
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If to Lessee:	Polk County 330 W Church Street Bartow, FL 33830 Attn: _____
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c. Force Majeure. Neither Party will be liable for the failure to fulfill its non-monetary obligations under this Agreement if and to the extent such failure is caused by an occurrence beyond its reasonable control, including, without limitation: expropriation or confiscation of facilities, compliance with any order or decree of any governmental authority; acts of war or terrorism, floods or abnormal severe weather; riots, rebellion, or sabotage; fires or explosions; labor disputes, strikes, or other concerted acts of workmen; accidents or other casualty; fiber cut caused by a third party without any negligence by the Party and such third party is not a subcontractor, agent or representative of such Party; epidemics or pandemics; and failures of utilities, local exchange carriers, cities, municipalities, and other political subdivision to follow laws, agreements, or contracts. Further, neither party will be liable for delays caused by the inaction of utilities, local exchange carriers, cities, municipalities, or other political subdivisions in granting access to rights of way, poles, or any other required items needed for the installation of the Leased Dark Fibers.

d. Waiver of Jury Trial; Limitation on Damages. Each Party waives trial by jury with respect to any dispute regarding or arising under this Agreement. Neither Party will be liable to the other Party for any indirect or consequential damages, including but not limited to, lost profits or business revenue, lost business, failure to realize expected savings, lost or damaged data, or other commercial or economic loss of any kind, whether such damages are foreseeable by either Party. Each Party agrees that, prior to taking any legal action, regardless of its form, relating to or arising under this Agreement, it will work in good faith with the other Party in an effort to resolve the disputed matter.

e. Severability. Any term or provision of this Agreement that is invalid or unenforceable in any situation in any jurisdiction (i) will be deemed modified to reflect the intent

of the parties, determined by reference to the invalid or unenforceable term or provision, to the greatest permissible extent, and (ii) will not affect the validity or enforceability of the remaining terms and provisions of this Agreement or the validity or enforceability of the offending term or provision in any other situation or jurisdiction.

f. Governing Law; Construction. This Agreement shall be governed by the laws of the State of Florida, without reference to its conflict of laws principles. Venue for any claim arising from this Agreement shall be in Polk County, or in The United States District Court, middle district of Florida, located in Hillsborough County, Florida. Each party shall be responsible for its own attorney fees and other legal costs. This Agreement is to be construed as the joint and equal work product of each Party and may not be interpreted more or less favorably in respect of either Party on account of its preparation or drafting.

g. Assignment; Successors. This Agreement is binding upon and inures to the benefit of the successors and permitted assigns of the parties to this Agreement; provided, however, that neither party may assign its rights or obligations under this Agreement without the prior written consent of the other party, which may not withhold or delay its consent unreasonably. Notwithstanding the preceding sentence, WANRack may, without Lessee's consent, (i) assign its rights and obligations under this Agreement to an affiliate, (ii) assign its right to receive payments under this Agreement to any creditor, and (iii) assign its rights and obligations under this Agreement to an entity acquiring all or substantially all of WANRack's assets. Any purported assignment prohibited by this provision will be null and void.

h. Waiver. Any failure or delay by either Party in exercising any right or remedy under this Agreement will not constitute a waiver of that right or remedy. Any waiver by either Party of any right or remedy under this Agreement must be in writing and signed by the Party waiving the right or remedy.

i. Entire Agreement. This Agreement constitutes the entire agreement of the Parties with regard to the subject matter hereof and supersedes any and all prior agreements or understandings, written or oral, between the Parties with respect to the subject matter hereof, included but not limited to the Existing Order Form. Any amendment to this Agreement must be in writing and signed by both Parties.

j. Counterparts. This Agreement may be executed in two or more counterparts, each of which will be deemed an original, but which together will constitute one and the same instrument. Counterparts may be delivered via facsimile, electronic mail (including .pdf files) or other transmission method, and any counterpart so delivered will be deemed to have been duly and validly delivered and be valid and effective for all purposes.

k. Indemnification. WANRack, to the maximum extent permitted by law, shall indemnify, defend, and hold the Lessee, and its officers, employees and agents, harmless from and against any and all, claims, actions, causes of action, liabilities, penalties, forfeitures, damages, losses, and expenses including, but not limited to, those pertaining to the death of or injury to any person, or damage to any property, arising out of or resulting from (i) the failure WANRack to comply with applicable laws, rules or regulations, (ii) the breach by WANRack of

its obligations under this Agreement, (iii) any claim for trademark, patent, or copyright infringement arising out of the scope of WANRack's performance or nonperformance of this Agreement, or (iv) the negligent acts, errors or omissions, or intentional or willful misconduct, of WANRack, its professional associates, subcontractors, agents, and employees; provided, however, that WANRack *shall not* be obligated to defend or indemnify the Lessee with respect to any such claims or damages arising out of the Lessee's sole negligence. The obligations imposed by this Section shall survive the expiration or earlier termination of this Agreement.

11. Scrutinized Companies and Business Operations Certification; Termination.

a. Certification. By its execution of this Agreement, WANRack hereby certifies the following to the County:

(i) WANRack is not on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes, nor is WANRack engaged in a boycott of Israel; and

(ii) WANRack is not on the Scrutinized Companies with Activities in Sudan List, created pursuant to Section 215.473, Florida Statutes; and

(iii) WANRack is not on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to Section 215.473, Florida Statutes; and

(iv) WANRack is not engaged in business operations (as that term is defined in Florida Statutes, Section 287.135) in Cuba or Syria; and

(v) WANRack is fully aware of the penalties that may be imposed upon WANRack for submitting a false certification to the County regarding the foregoing matters.

b. Termination. The County may immediately terminate this Agreement if WANRack:

(i) has submitted a false certification to the County with respect to whether WANRack (A) is on the Scrutinized Companies that Boycott Israel List, the Scrutinized Companies with Activities in Sudan List, or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List; or (B) has been engaged in a boycott of Israel, or has been engaged in business operations in Cuba or Syria; or

(ii) is placed on the Scrutinized Companies that Boycott Israel List, the Scrutinized Companies with Activities in Sudan List, or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List; or engages in a boycott of Israel, or engages in business operations in Cuba or Syria.

12. Employment Eligibility Verification (E-Verify)

a. Unless otherwise defined herein, terms used in this Section which are defined in Section 448.095, Florida Statutes, as may be amended from time to time, shall have the meaning ascribed in said statute.

b. Pursuant to Section 448.095(5), Florida Statutes, WANRack hereto, and any subcontractor thereof, must register with and use the E-Verify system to verify the work authorization status of all new employees of WANRack or subcontractor. WANRack acknowledges and agrees that (i) the County and WANRack may not enter into this Agreement, and WANRack may not enter into any subcontracts hereunder, unless each party to this Agreement, and each party to any subcontracts hereunder, registers with and uses the E-Verify system; and (ii) use of the U.S. Department of Homeland Security's E-Verify System and compliance with all other terms of this Certification and Section 448.095, Fla. Stat., is an express condition of this Agreement, and the County may treat a failure to comply as a material breach of this Agreement.

c. By entering into this Agreement, WANRack becomes obligated to comply with the provisions of Section 448.095, Fla. Stat., "Employment Eligibility," as amended from time to time. This includes but is not limited to utilization of the E-Verify System to verify the work authorization status of all newly hired employees, and requiring all subcontractors to provide an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. WANRack shall maintain a copy of such affidavit for the duration of this Agreement. Failure to comply will lead to termination of this Agreement, or if a subcontractor knowingly violates the statute or Section 448.09(1), Fla. Stat., the subcontract must be terminated immediately. If this Agreement is terminated pursuant to Section 448.095, Fla. Stat., such termination is not a breach of contract and may not be considered as such. Any challenge to termination under this provision must be filed in the Tenth Judicial Circuit Court of Florida no later than 20 calendar days after the date of termination. If this Agreement is terminated for a violation of Section 448.095, Fla. Stat., by WANRack, WANRack may not be awarded a public contract for a period of 1 year after the date of termination. WANRack shall be liable for any additional costs incurred by the County as a result of the termination of this Agreement. Nothing in this Section shall be construed to allow intentional discrimination of any class protected by law.

[signature page follows]

IN WITNESS WHEREOF, this Agreement has been executed by a duly authorized representative of each Party effective as of the Effective Date.

WANRACK, LLC

Signed by:

By: _____
Name: Craig Ceranna
Title: Chief Financial Officer

POLK COUNTY,

a Political Subdivision of the State of Florida

By: _____
Name: T.R. Wilson
Title: Chairman

Schedule A-1

Leased Dark Fibers

Six (6) strands of Fiber Optic Cable from “A Location” to “Z location” as identified and described below:

- A Location: 2135 Marshall Edwards Drive, Bartow, FL 33830
- Z Location: 1890 Jim Keene Boulevard, Winter Haven, FL 33830

Splicing Notes

First Splice Location

WANRack will meet Lessee at A Location where it will provide a tail and splice case for Lessee to connect to its fiber.

Second Splice Location

WANRack will meet Lessee at A Location where it will provide a tail and splice case for Lessee to connect to its fiber.

Fees and Payment Schedule

- a. **Non-Recurring Charge.** Lessee shall make a one-time payment to WANRack in the amount of \$350,000 on the Effective Date.
- b. **Monthly Recurring Charge.** Lessee shall make monthly payments to WANRack in the amount of \$1,850 beginning on the Commencement Date and continuing for each month thereafter for the remainder of the Term.

Schedule A-2

Leased Dark Fibers

Six (6) strands of Fiber Optic Cable from “A Location” to “Z location” as identified and described below:

- A Location: 300 Sheffield Road, Winter Haven, FL 33830
- Z Location: 59 Vaughn Road, Winter Haven, FL 33830

Splicing Notes

First Splice Location

WANRack will meet Lessee at A Location where it will provide a tail and splice case for Lessee to connect to its fiber.

Second Splice Location

WANRack will meet Lessee at A Location where it will provide a tail and splice case for Lessee to connect to its fiber.

Fees and Payment Schedule

- a. **Non-Recurring Charge.** Lessee shall make a one-time payment to WANRack in the amount of \$98,867 on the Effective Date.
- b. **Monthly Recurring Charge.** Lessee shall make monthly payments to WANRack in the amount of \$625 beginning on the Commencement Date and continuing for each month thereafter for the remainder of the Term.