



WANRackTM



November 27, 2024

Powell County School District

470#: 250013793

WANRack™

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INTRODUCTORY LETTER

Powell County School District
Attn: Ashley Randall
770 W College Ave
Stanton, KY 40380

Dear Ashley,

WANRack, LLC ("WANRack") is pleased to submit a comprehensive proposal for the Powell County School District's (the "District") wide area network (WAN) project, 470 #250003840. WANRack's fiber solution provides a simplified, scalable and secure private fiber network dedicated to the District.

In this proposal, WANRack has provided a bid for leased lit fiber, featuring two separate pricing options for the requested 5-year term with voluntary renewals. The first option utilizes E-Rate Special Construction funding, allowing the District to apply its E-Rate discount toward a portion of the upfront Special Construction costs, resulting in a reduced monthly recurring cost. If the District prefers to avoid upfront expenses, we offer an alternative pricing option, bundling installation, maintenance, equipment, and operation into a single fixed monthly cost.

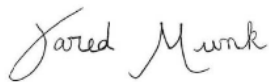
The network design outlined in this proposal uses a fully underground hub and spoke topology to deliver exceptional resilience. WANRack plans to build 10.37 miles of newly constructed fiber, creating a private network exclusively for the District's use.

WANRack is the premier private fiber WAN provider in the K-12 education space with extensive experience constructing E-Rate compliant Category One private fiber WANs. WANRack's team has built both leased lit and dark fiber solutions for school districts in 23 states. WANRack's team of E-Rate experts assists our district customers with funding applications and PIA reviews. Our networks are in full compliance with E-Rate Category One funding requirements.

The proposed solution will position the District with virtually an unlimited supply of bandwidth for the foreseeable future. WANRack's network will be the last one the District ever needs, period. We look forward to the opportunity to make an oral presentation detailing the many benefits and options.

WANRack guarantees the best comparative cost of any other solution. Please contact us if you would like further clarification or discussion. No other solution provides the best total cost of ownership (TCO) as effectively as a WANRack solution.

Best Regards,



Jared Munk
Business Development Representative
jared.munk@wanrack.com
913.963.8447
wanrack.com

EXECUTIVE SUMMARY

WANRack's goal is to build the last Wide Area Network (WAN) a school district will need. WANRack's turnkey fiber networks are:

- **Safe, Secure & Reliable:** A WANRack private fiber network is 100% dedicated to the District. It carries only YOUR data for YOUR applications. With no other customers on the network, it is both more secure and more reliable than traditional carriers.
- **Offer Unlimited Bandwidth at a Fixed Cost:** As your bandwidth needs increase, so will the speed of your WAN. No matter if you have a leased lit solution or dark fiber, all WANRack networks offer UNLIMITED BANDWIDTH for the same cost. Increasing your leased lit bandwidth is a simple phone call to our Customer Support Center and within 72 hours, your speed requirements will be fulfilled.
- **Provide the Sum of the Parts:** Fiber would be dedicated through a 100% symmetrical connection from each edge site directly to the District's hub site. If the networking equipment owned by the District with 5 edge sites at 10 Gb for each link, WANRack's network would support 50 Gb back to the Hub. WANRack's network is never oversubscribed. *Speeds are dependent on the technical capabilities of the school district network equipment.
- **Supported by E-Rate Specialists:** As E-Rate experts, we will work with the District through all aspects of the E-Rate process. From Special Construction funding to PIA review to invoice billing (SPI or BEAR), WANRack can meet your needs.
- **Constructed by Outside Plant Experts:** WANRack's team has built over 1000 route miles of fiber across 23 different states. We have connected over 700 schools since the company was founded in 2013. From small hub & spoke builds to large, multi-hub ring topologies, WANRack offers districts exactly the design they are looking for.
- **Delivered with a Seamless Transition:** Your private fiber network is constructed in the background while the District remains under contract with your current provider. Once completed, WANRack makes the transition from the current WAN provider to the new private fiber network in minutes.
- **Furnished with Spare Fibers:** Extra unlit fibers for future expansion, testing, or data segregation are delivered to every site.

COMPANY PROFILE

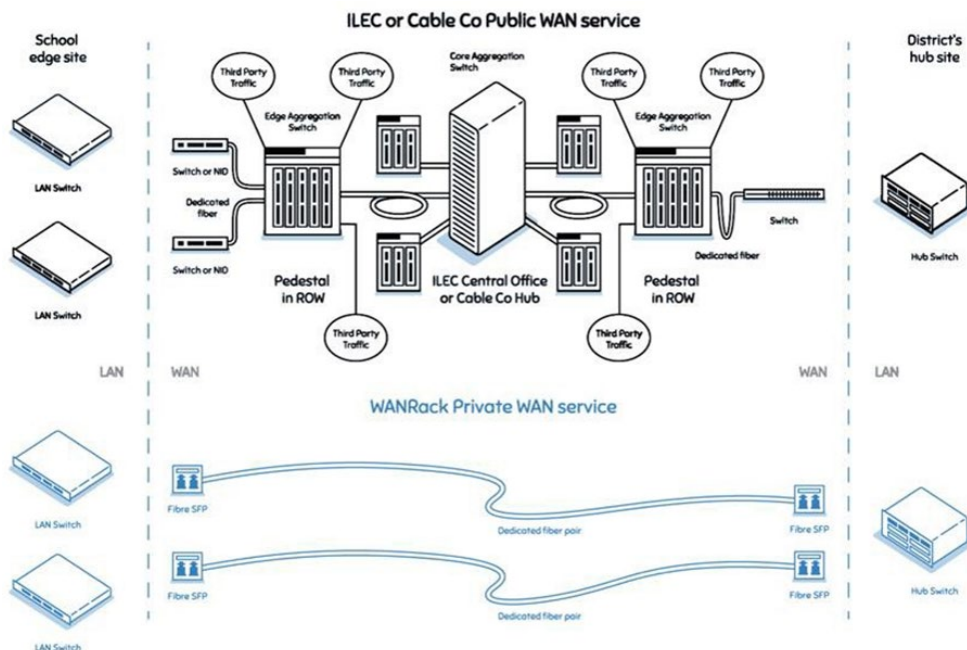
WANRack provides high-bandwidth, fiber-based communications networks and related services to customers throughout the continental United States. Headquartered in the Kansas City metropolitan area, with satellite offices across the country; the company provides superiorly designed fiber networks, which eliminate countless points of failure found in traditional legacy networks.

WANRack's team has been engineering, constructing, and maintaining fiber networks across the nation since 2013. Our executive management team has extensive experience in the telecommunications industry with a history of successful completion of large and complex fiber-optic construction projects for school districts, counties, municipalities, wireless carriers, and private enterprises. WANRack is a certified E-Rate service provider (SPIN # 143037316) and holds a CLEC in every state in which we currently operate.

WANRack is privately held and backed by CBRE Caledon Capital Management Inc., a leading infrastructure and private equity solutions provider. Their dedicated team of 52 professionals represents \$8.5 billion on behalf of institutional investors globally. CBRE Caledon is a separate business unit within CBRE's independently operated investment management subsidiary, CBRE Global Investors. For more information about CBRE Caledon, please visit www.cbrecaledon.com.

WANRACK VS COMPETITORS

The following diagram demonstrates the simplicity of WANRack's solution with minimal points of failure when compared to an ILEC or cable company network.



BENEFITS OF A WANRACK WAN

WANRack's network goes above and beyond what your district will receive with an oversubscribed public network.

| CAPABILITY | WANRack | COMPETITORS |
|--|---------|-------------|
| Sum of capacity at edge sites = capacity at hub - If 10 Gb is delivered to 15 edge sites, then 150 Gb will be delivered to the Hub | ✓ | ✗ |
| Unlimited bandwidth at a fixed cost - Cost predictability | ✓ | ✗ |
| Dedicated bandwidth with no oversubscription | ✓ | ✗ |
| Upgrade circuits without involving provider - Easily swap SFPs at no charge within 72 hours | ✓ | ✗ |
| Simple to troubleshoot with minimal points of failure - No MPLS | ✓ | ✗ |
| Customer has control of the network - Reconfigure on the fly | ✓ | ✗ |

SPECIAL CONSTRUCTION EXPLAINED

BACKGROUND

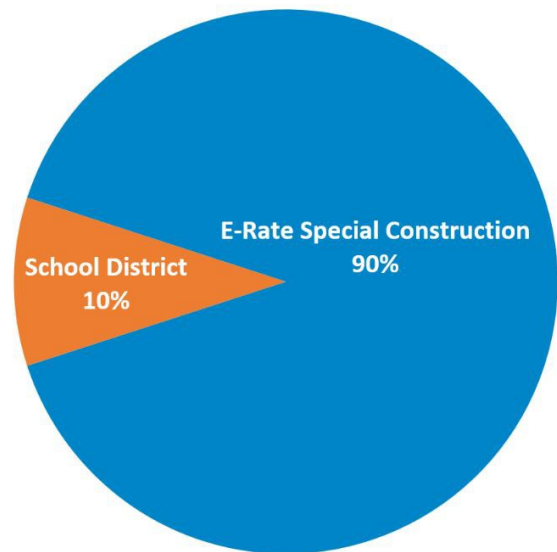
In 2016, USAC introduced E-Rate Special Construction, which allows school districts to utilize their Category 1 Discount towards the construction of new fiber infrastructure. USAC introduced this program because they understood school districts' increased bandwidth requirements were driving up the costs exponentially.

USAC DEFINITION & DETAILS

- For the purposes of the E-Rate program, special construction charges are the upfront, non-recurring costs of deploying new or upgraded network facilities to E-Rate entities.
- If an applicant is considering seeking support for special construction charges, the applicant may request that bidders allow for the non-discount share of these charges to be paid in installments up to four years from the first day of the relevant funding year.

SPECIAL CONSTRUCTION IN PRACTICE

This benefit of Special Construction would allow Powell County School District to build a brand new, unlimited bandwidth, private fiber network and receive 90% of the costs paid for upfront by E-Rate. The District is responsible for the remaining 10%.



WANRACK FIXED PRICING

WANRack utilizes Special Construction to offer the school district unlimited bandwidth at a fixed rate. There will be NO increase in the monthly fee for increased bandwidth. The District can upgrade any or all sites at any time during the selected contract term.

LEASED LIT FIBER PRICING

SPECIAL CONSTRUCTION PRICING

Under this pricing model, the District can separate the Special Construction costs to build the network out from the monthly maintenance of the network. This drives the monthly recurring costs down significantly now and into the future. E-Rate allows the applicant to pay their non-discounted share of the Special Construction in installments up to four years. WANRack allows this as well and we are happy to discuss the options and the terms prior to the award of the contract

| WANRack™ | | Leased Lit Fiber | | 1-100+ Gbps |
|------------------------------|---------|-----------------------------|-----------------|------------------------------|
| Special Construction | | Pre E-Rate Cost | E-Rate Discount | Post E-Rate Cost |
| | | 100% | 90% | 10% |
| | | \$1,419,053 | \$1,277,148 | \$141,905 |
| Monthly Recurring Cost (MRC) | | Pre E-Rate MRC All Sites | E-Rate Discount | Post E-Rate MRC All Sites |
| Option 1 | 5-Year | \$3,580 | \$3,222 | \$358 |
| Option 2 | 10-Year | \$3,280 | \$2,952 | \$328 |

This estimate is based on Fully Underground Hub and Spoke design shown in map.

SPECIAL CONSTRUCTION PRICING

- The Special Construction cost to build this network is \$1,419,053. After E-Rate pays for 90% of this cost, it leaves the District with \$141,905 out of pocket.
- If awarded, WANRack can work with the District to find the best way to pay this 10%. The District simply has to pay this in 4 years. It could be 48 equal monthly payments, 4 equal annual payments, or even a lump sum at the very end of the 4 years.

MONTHLY RECURRING COST (MRC)

- 5-Year Term** - The District would be responsible for their portion of the Upfront Special Construction cost + \$358 MRC for all sites. WANRack is offering District three, 5-year voluntary renewals at the same price.
- 10-Year Term** - The District would be responsible for their portion of the Upfront Special Construction cost + \$328 MRC for all sites. WANRack is offering District one, 10-year voluntary renewals at the same price.

As the district continues to add more technology to the classroom every year, your bandwidth needs will continue to increase but with WANRack, the cost of your WAN will always remain fixed. If the district evaluates other bidders on a 20-year TCO, you will find that your WAN costs will continue to increase as your bandwidth needs increase in the future. WANRack's solution allows the District's School Board to know your total WAN spend for the next 20+ years while only being contractually obligated for the initial term!

LEASED LIT FIBER PRICING

ALL MRC PRICING OPTION

If the District would prefer to avoid the upfront payment, WANRack also offers an all-inclusive payment option which covers the installation, maintenance, equipment and operation in one fixed monthly recurring cost

| WANRack™ | | Leased Lit Fiber | 1-100+ Gbps |
|------------------------|---------|-----------------------------|------------------------------|
| Monthly Recurring Cost | | Pre E-Rate MRC All Sites | Post E-Rate MRC All Sites |
| Option 3 | 5-Year | \$27,280 | \$2,728 |
| Option 4 | 10-Year | \$21,920 | \$2,192 |

This estimate is based on Fully Underground Hub and Spoke design shown in map.

MONTHLY RECURRING COST (MRC) PRICING

- **5-Year Term** - The District portion of MRC is **\$2,728 MRC for all sites.** WANRack is offering District three, 5-year voluntary renewals at the same price.
- **10-Year Term** - The District portion of MRC is **\$2,192 MRC for all sites.** WANRack is offering District one, 10-year voluntary renewals at the same price.

SCOPE OF WORK

ELECTRONICS

LEASED LIT SERVICE

- WANRack will provide a lit leased service, which includes all optical interfaces and fiber optic jumpers needed to match the selected bandwidth for each site based upon the District's equipment or planned equipment.
- WANRack will supply spare optical interfaces and jumpers for emergency replacements should a failure occur.
- WANRack will provide upgraded optical interfaces and spares upon request after confirming compatibility with the District's equipment. This can occur at any time during the term of the contract. Bandwidth increases are not restrictive and are provided at no additional costs during the contract. Contractual terms do not change based on a requested bandwidth upgrade.
- The WAN network provided by WANRack is capable of UNLIMITED speeds. ** Speeds are dependent on the technical capabilities of the school district networking equipment.*

SNMP MONITORING BY WANRACK NOC

WANRack offers a simple solution that allows our Network Operations Center (NOC) to have limited visibility into the network's status and condition. Within the district's Network Management System (NMS), there is a single interface from which administrators can issue batch commands and receive automatic alerts. Simple Network Management Protocol (SNMP) agents on network devices communicate with the NMS to relay information and changes. WANRack can receive these notifications from the district to provide insight into the activity that affects network stability and performance.

In this scenario, SNMP uses push communication between network devices and the NMS, which resides with the Management Information Base (MIB) on each network device. The MIB constantly collects status information but will only push data to the NMS upon request or when certain aspects of the network cross a predefined threshold known as a trap. Trap messages are typically sent to the management server when something significant, such as a serious error condition, occurs. WANRack will receive these trap messages as an indication that an event that may affect the WAN has occurred and requires attention.

WANRack will have no access to the district's configuration or traffic management. The alerts sent to our Network Operations Center will simply be reports of conditions observed within the MIB that exceed the thresholds and trigger the trap notification. This is an asynchronous message, with no acknowledgment or response sent back to the district via SNMP.

The benefit of enabling traps is quicker notification of network-affecting events, allowing for proactive rather than reactive responses. This is the district's choice, of course, and is not required; however, it is recommended. WANRack will provide the district with the scripts for the required traps to ensure correct levels of monitoring, as well as the address that will receive the traps, upon agreement of the monitoring services. This solution provides WANRack with visibility into the District's network, which allows us to monitor whether there is an issue with an SFP module or if there is an outside plant fiber cut. Therefore, WANRack will be notified 24/7/365 if there is ever an issue/outage on your network.

PROJECT BUILD PLAN

WANRack has proposed a turnkey private fiber network. Our team oversees all aspects of the project build. The following is an overview of each phase of the construction process and the projected timeline for completion based on our historical data.

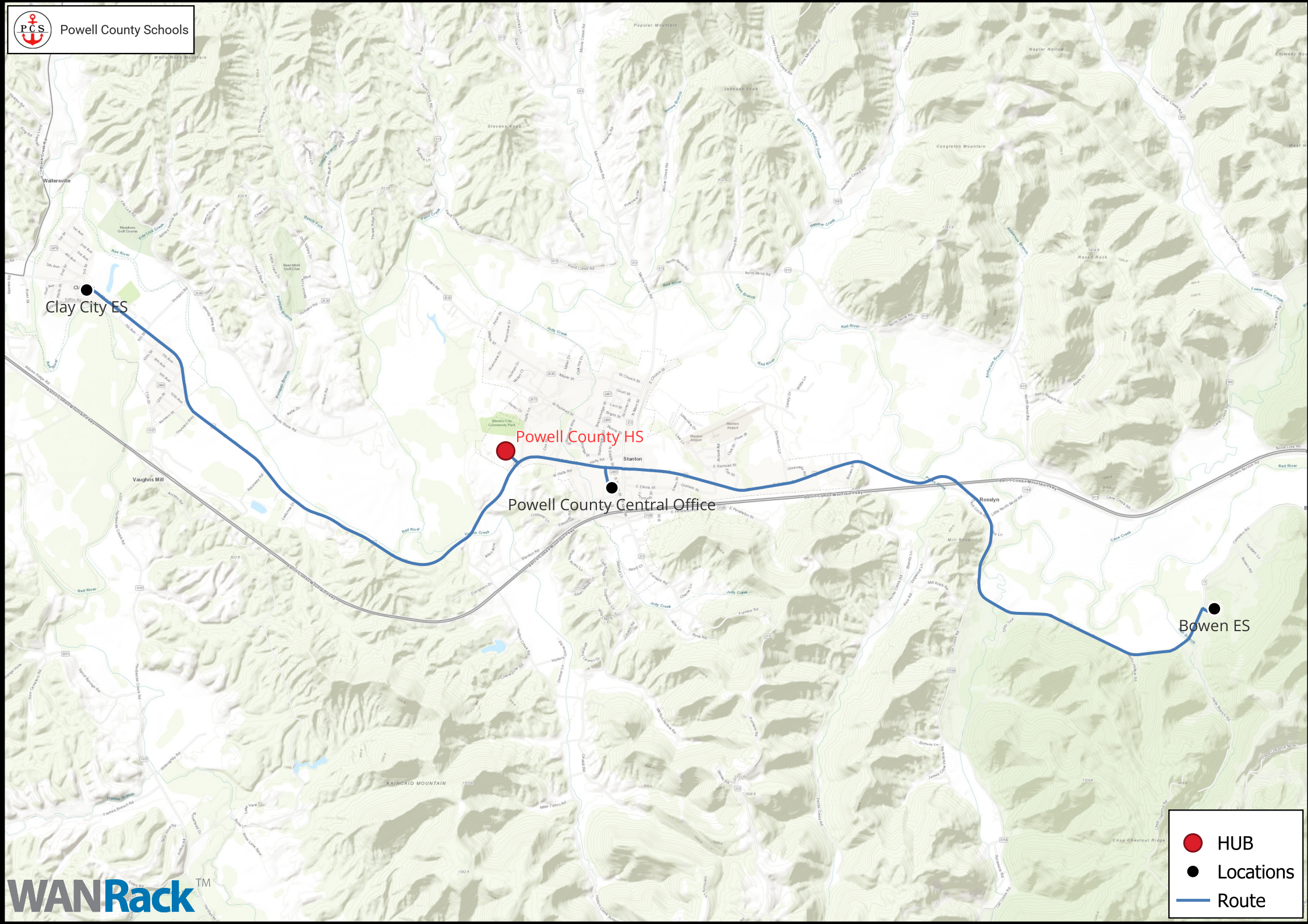
1. **Route Design:** This part of the process involves driving the actual routes and confirming the best layout for the proposed topology. It generally takes 2-3 weeks, dependent on the project size.
2. **Permitting:** Once a final route is planned, our permitting team works with each entity to procure agreements and all permits. These include, but are not limited to, utility pole agreements, franchise agreements, railroad crossing permits, city/county/state permit agreements, etc. These processes vary greatly in time, taking 15 - 180 days to acquire and are dependent on local rules. If there are any areas of the design that might become a delay due to permitting issues, WANRack may select to redesign if feasible.
3. **Material:** With a final design in place, WANRack will order all materials. This typically takes 3-4 weeks.
4. **Outside Plant Construction:** With material now in hand, aerial and underground construction commences where permits have been attained. This work might be performed concurrently or independently, dependent on the complexity of the project and the site conditions. Once the network infrastructure has been completed, the fiber would be installed, spliced, and tested.
5. **Cutover and Acceptance Testing:** During cutover and acceptance testing, the new service from WANRack will never impact your existing service. You have two options for cutting service over to WANRack:
 1. **Dual Service with hot cut:** the District keeps its current service active while WANRack's new service is built and tested. Once accepted, all locations switch to the new service at one time.
 2. **Dual Service with soft cuts:** as each site is built out by WANRack, the old service is cut off. This requires a 'meet me' point where both service providers can exchange data in order for the new and old networks to communicate until all sites are completely migrated.
6. **Network Operation Center:** Once the network is live, WANRack has a dedicated team 24/7 that handles all aspects of monitoring, locating and maintaining the integrity of the network.
7. **Maintenance:** Any scheduled maintenance of the network will be completed at the District's convenience.

COMPLIANCE

All construction work will be completed in strict accordance with federal, state, local, and other applicable rules and laws as related to safety and environmental issues. The completed network will comply with the current requirements of all governing entities (NEC, FCC, and other national, state, and local codes).

MATERIAL

WANRack only utilizes premium, carrier-grade fiber optic cable and OSP/ISP materials from top-tier manufacturers. All cut sheets are available upon request of the District. The warranty for any material supplied by WANRack will last throughout the life of the contract.



Clay City ES

Powell County HS

Powell County Central Office

Bowen ES

HUB

Locations

Route

SAMPLE PROJECT TIMELINE

WAN Rack™

[illegible]

QUALIFICATIONS OF FIRM

WANRack has a proven history of working with school districts across the country, building both small hub & spoke and large, multi-hub networks. We are E-Rate experts and pride ourselves on delivering a top-of-the-line product to our customers both on time and on budget.

Our team manages all aspects of a District's network from RFP responses, contract negotiations, assistance with PIA review questions, construction management and network handoff. Once a network is up and running, WANRack's customer service is just a phone call away. Many of our networks have never experienced an outage, but should your network have a failure, WANRack offers a comprehensive Service Level Agreement (SLA) for all of our customers.



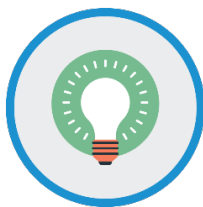
Our company is financially backed by the second largest infrastructure fund in the world, CBRE Caledon.



The WANRack team has built fiber across 23 states.



We've been in business for over a decade helping communities and school districts obtain fiber networks.



Our company has maintained Green Light Status since we were founded in 2013.



We have a proven track record with USAC and have a 100% approval rate on E-Rate 471 applications, all in the first round of PIA reviews.

QUALIFICATIONS OF STAFF

EXECUTIVE TEAM

WANRack's management team has over 200 years of combined experience in the telecommunications industry. As a whole, our executive team has helped hundreds of school districts obtain the benefits of their own private fiber WANs.

BUSINESS DEVELOPMENT TEAM

WANRack's Directors of Business Development work hand in hand with each customer from network design, contracting, funding and network acceptance.

OPERATIONS TEAM

Your District will have a designated team assigned throughout the build phase. The District has one point of contact with the project team during the construction of the network.

ENGINEERING TEAM

WANRack uses only proven and experienced design engineering firms for any network build out.

CONSTRUCTION TEAM

WANRack seeks quotes for all aerial and underground outside plant construction from both local and national contractors and selects the most qualified provider for your District's network build.

IN-HOUSE BILLING AND CUSTOMER SERVICE TEAM

We are experts in E-Rate billing and compliance with a team overseen by a Certified Public Accountant. We offer both SPI and BEAR billing options. Statements are delivered electronically. Upon completion of the network, you will be assigned a customer service representative for ongoing support.

EXECUTIVE MANAGEMENT



DOUG
DERSTINE
CEO

Doug Derstine joined WANRack in October of 2023 as the Chief Executive Officer. Mr. Derstine is a veteran of the telecommunications industry and brings an extensive background in corporate strategy, M&A; sales, service and operations; Mr. Derstine leads the company as it continues the strategic expansion of its fiber-optic network into the enterprise, consumer, government, and education markets.

Mr. Derstine brings more than 25 years of telecommunications executive management experience; prior to joining WANRack he was COO at FirstLight Fiber, where he was responsible for leading all aspects of Sales, Service, and Network and Construction Operations. Mr. Derstine's experience also includes serving as President of Windstream Communications Market Development and Integrated Solutions Group, and prior to that President of PAETEC's Wholesale Services and Managed Services Group. Prior to that he was the CEO/Founder of AMLL Acquisition Corp. DBA American Long Lines which he sold to PAETEC.

Mr. Derstine has served on several non-profit Boards including, New Jersey Technology Council, Ronald McDonald House of SNJ and the Moravian College Leadership Council.

Mr. Derstine holds a BS from Moravian College in Business Management.



MIKE
BRIGMAN
PRESIDENT & COO

Mike serves as the President and Chief Operating Officer of WANRack and brings more than 25 years of experience in telecommunications management with deep roots in the fiber, wholesale and wireless sectors.

Prior to joining WANRack, Mike served as President and General Manager of Kansas Fiber Network, a network serving the needs of rural carrier customers. Under Mike's leadership, the struggling company was quickly transformed into a profitable, highly reliable and respected provider. Previously, Mike served as the Senior Director of Territory Sales at Nokia, responsible for all facets of business within a six-state region. Before that, Mike was the Vice President of Business Development and Sales at Fidelity Communications. As a senior executive at Fidelity, Mike established a successful carrier sales channel, led a team of 15 direct sales and support staff, streamlined the sales and back-office processes and was instrumental in developing a new strategic vision that transitioned the company into a nimble, entrepreneurial-focused communications provider. While serving as Vice President of Business Development and Network Planning with Bluebird Network prior to joining Fidelity, Mike built the carrier sales division, envisioned and implemented strategic network expansions and managed carrier relations and member services.

Along with numerous technical certifications, Mike earned a bachelor's degree in Computer Science, with honors, from Rockhurst University, as well as a master's degree in Telecommunications Management and an MBA from Webster University. He is also a veteran of the United States Marine Corps.



NICK
GENTRY
CFO

Nick brings over 30 years of financial expertise to WANRack, working with both public and private companies, serving domestic and global markets. Prior to joining WANRack, Nick was the CFO for four different organizations across four different industries over a period of 16 years. These organizations featured ownership with three different private equity funds and four owner/entrepreneurs. Most recently, he was the Chief Financial Officer for Labor Source Holdings, LLC, a nationwide general labor staffing business.

Prior to his role with Labor Source, Nick served as CFO for eSolutions, Inc., a healthcare IT SaaS company, leading to a successful sale of the company to one of the largest private equity firms in the country. He has also served as CFO for myFreightWorld Technologies Inc., an online freight logistics company and WRS Group Ltd, a family-owned diversified manufacturer/distributor. Prior to these CFO roles, Mr. Gentry served as a top financial officer for a leading private global energy trading company, managing banking relationships primarily in Europe, the Middle East and the Pacific Rim.

Prior to these executive positions, Mr. Gentry had eight-year stints with two large, publicly traded companies: Sprint PCS (now T-Mobile) and Unitog Company (now Cintas). Mr. Gentry holds a bachelor's degree in Accounting from the University of Missouri and an MBA from Rockhurst University.



TODD
BARFIELD
CLO

Todd brings more than 25 years of experience advising public and privately held companies on transactional and corporate law matters, with nearly two decades of experience in the telecommunications industry. He began his career in private practice working for the law firms of Shook, Hardy & Bacon L.L.P., Dentons and Lathrop & Gage LP. In 2002, he moved in-house with Sprint Corporation where he most recently served as Senior M&A Counsel on some of the most transformative transactions in the wireless industry prior to Sprint's successful sale to T-Mobile US, Inc. in 2020.

Todd earned his Juris doctorate, with the highest honors, from the University of Missouri – Kansas City School of Law where he was Articles Editor of the UMKC Law Review and a bachelor's degree from the University of Missouri - Columbia.

PROJECT TEAM

| TITLE | RESPONSIBILITY |
|---|--|
| Business Development Representative Jared Munk | Main point of contact for the District. |
| Director, Project Management Lisa Jameson | Provides strategic direction for projects and oversees the project management team to ensure defined scope and target dates are met. |
| Project Manager Kyeshia Jackson | Manages the District's project throughout the construction phase, secures all project permits and keeps the projects on time. Your Project Manager will facilitate bi-weekly or weekly meetings which the District can attend to receive status updates throughout the construction phase. |
| Construction Manager Dan Beyle, Ben D'Angelo, Jon Markarian, Gary Beckford, Paul Beckford, or Ryan Hook | The Construction Manager will work directly with the District to schedule and attend any site walkthroughs as well as walk all routes prior to the project's build phase to ensure the best route is utilized. |
| Senior Director, Construction Operations Gabriel Schnelle | Oversees construction project from headquarters. Manages construction teams. |
| Director of Network Planning Brian Turner | Ensures all bids include technical design elements that meet the district's requirements set in RFP. Oversees the implementation of technical requirements during the buildout. |
| Manager of Network Architecture Chris Ruiz | Ensures all bids include network design elements that meet the district's requirements set in RFP. Oversees the implementation of network requirements during the buildout. |
| Sales Engineer Michael Christian | Ensures all bids include technical design elements that meet the District's requirements set in RFP. Oversees the implementation of technical requirements during the buildout. |

REFERENCES

LaRue County School District Hodenville, KY

Contact: Freddie Newby, Chief Information Officer
Email: freddie.newby@larue.kyschools.us
Phone: 270-358-2210
Complete: 2018
Sites: 3
Miles: 2.37



Kentucky

Ashland Independent School District Ashland, KY

Contact: Cary Williams, Chief Information Officer
Email: cary.williams@ashland.kyschools.us
Phone: 606-327-2706 x 2737
Complete: Currently building
Sites: 9
Miles: 6.18



Kentucky

Steubenville City Schools Steubenville, OH

Contact: Bryan D'Aurora, Director of Technology
Email: bdaurora@scsohio.org
Phone: 740-283-3767 x5219
Complete: 2018
Sites: 8
Miles: 7.94



Ohio

Newark City School District Newark, OH

Contact: Amy Norman, IT Director
Email: anorman@newarkschools.us
Phone: 740-670-7070
Complete: 2023
Sites: 14
Miles: 15.14



Ohio

Franklin County Community School Corp. Brookville, IN

Contact: Toby Witt, Technology Director
Email: tlwitt@fccsc.k12.in.us
Phone: 765-647-4128 x1560
Complete: 2019
Sites: 4
Miles: 25



Indiana

Whitley County Consolidated Schools Columbia City, IN

Contact: Seth Slater, Assistant Superintendent
Email: slatersa@wccsonline.com
Phone: 260-244-5771
Complete: 2017
Sites: 6
Miles: 14.61



Indiana

Alton Community Unit School District Alton, IL

Contact: Chris Roberts, Director of Technology
Email: croberts@altonschools.org
Phone: 618-474-2600 x 50620
Complete: 2018
Sites: 15
Miles: 17.22



Illinois

Zion School District 6 Zion, IL

Contact: Mike Scofield, Director of Technology
Email: mscofield@zion6.org
Phone: 847-872-5455
Complete: 2024
Sites: 8
Miles: 6.5



Illinois

SERVICE LEVEL AGREEMENT

LEASED LIT FIBER SLA

Performance-Availability: 99.99%

Mean Time to Respond: <2 Hours

Mean Time to Repair: < 4 Hours

Latency: <4ms (roundtrip)

Jitter: <2ms

SERVICE OUTAGE

A "Service Outage" shall mean that a circuit is unavailable during the applicable period due to a complete loss of service.

- A Service Outage shall begin upon the earlier of WANRACK's actual knowledge of the Service Outage or WANRACK's receipt of notice from the District of the Service Outage and shall end upon the restoration of service.
- Notwithstanding the above, a Service Outage shall not be deemed to have occurred and no Service Outage Credits will apply: (i) during periods (A) of less than forty-five (45) minutes, (B) in which WANRACK is not given access to its facilities or equipment that are required to provide the Services or to remedy any Service Outage or, (C) in which planned or scheduled maintenance or repair activities are occurring, (ii) for interruptions that are caused by or due to (A) acts or omissions of Customer, (B) the failure or malfunction of facilities or equipment not owned or operated by WANRACK, including without limitation the failure of the power supply, or (C) a Force Majeure Event

Most problems are resolved within two (2) hours. If the problem is complex or involves additional troubleshooting, the District will be notified and provided an explanation of what action is being taken.

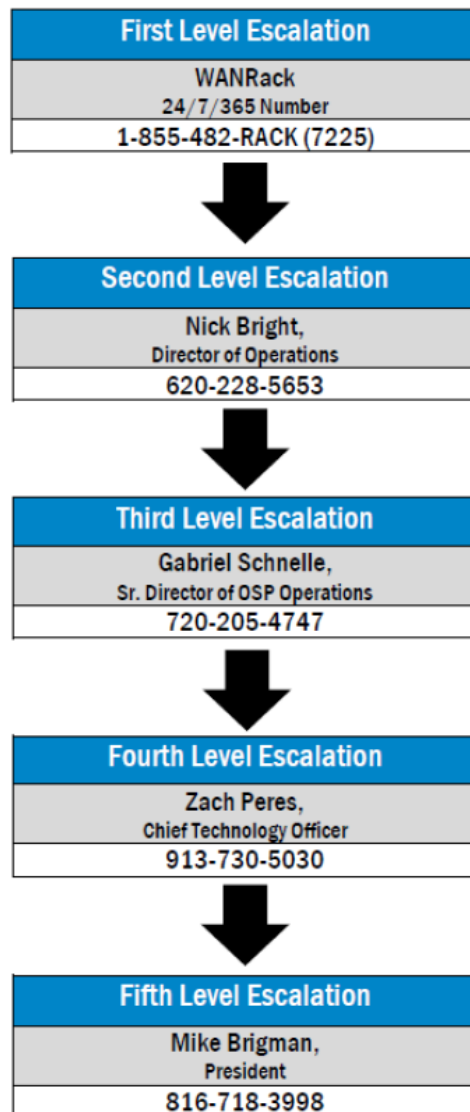
SLA CREDIT STRUCTURE

If the service fails to meet the standards set forth below, the District shall be due a credit in accordance with the following credit structure. In order to request a credit, the District must have previously opened a service ticket at the time of the Service Outage. The District must notify WANRACK Customer Care of an SLA Credit event in writing, and WANRACK will validate the claim within 10 business days. If WANRACK validates that the service did not meet the performance standards set forth in this agreement, WANRACK will issue the applicable credit on the next invoice. The credit is awarded on a per site basis.

AVAILABILITY CREDIT STRUCTURE

| Cumulative Calendar Service Outage (in hours: minutes: seconds) | Credit Amount |
|--|---------------|
| 00:00:01-00:45:00 | No Credit |
| 00:45:01-04:00:00 | 5% of MRC |
| 04:00:01-08:00:00 | 10% of MRC |
| 08:00:01-12:00:00 | 20% of MRC |
| 12:00:01-16:00:00 | 50% of MRC |
| 16:00:01-24:00:00 | 75% of MRC |
| 24:00:01 or greater | 100% of MRC |

WANRACK ESCALATION POLICY



PROOF OF INSURANCE

Page 1 of 2



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
05/21/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

| PRODUCER Willis Towers Watson Northeast, Inc. c/o 26 Century Blvd P.O. Box 305191 Nashville, TN 372305191 USA | | CONTACT WTW Certificate Center PHONE (A/C No. Ext): 1-877-945-7378 FAX (A/C No.): 1-888-467-2378 E-MAIL ADDRESS: certificates@wtwco.com | | | | | | | | | | | | | | | |
|--|--------|--|--|-------------------------------|--------|---|-------|--------------------------------------|-------|--|-------|--|-------|------------|--|------------|--|
| INSURED WANRack, LLC 4550 W 109th Street, Ste. 115 Overland Park, KS 66211 | | <table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A: Great Northern Insurance Company</td> <td>20303</td> </tr> <tr> <td>INSURER B: Federal Insurance Company</td> <td>20281</td> </tr> <tr> <td>INSURER C: Carolina Casualty Insurance Company</td> <td>10510</td> </tr> <tr> <td>INSURER D: North American Capacity Insurance Company</td> <td>25038</td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </tbody> </table> | | INSURER(S) AFFORDING COVERAGE | NAIC # | INSURER A: Great Northern Insurance Company | 20303 | INSURER B: Federal Insurance Company | 20281 | INSURER C: Carolina Casualty Insurance Company | 10510 | INSURER D: North American Capacity Insurance Company | 25038 | INSURER E: | | INSURER F: | |
| INSURER(S) AFFORDING COVERAGE | NAIC # | | | | | | | | | | | | | | | | |
| INSURER A: Great Northern Insurance Company | 20303 | | | | | | | | | | | | | | | | |
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| INSURER E: | | | | | | | | | | | | | | | | | |
| INSURER F: | | | | | | | | | | | | | | | | | |

COVERAGES CERTIFICATE NUMBER: W33587616 REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR LTR | TYPE OF INSURANCE | ADDL INSD | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS | | | | | | | | | | | | | | |
|---|---|-----------|----------|--------------------------|-------------------------|-------------------------|--|---|---------------------------------|---|--------------------|------------------------------|-----------|--------------------------------|--------------|-------------------|-----------------------------|------------------------|--------------|--|----|
| A | <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER: | | | 3606-6208 | 05/01/2024 | 05/01/2025 | <table border="1"> <tr><td>EACH OCCURRENCE</td><td>\$ 2,000,000</td></tr> <tr><td>DAMAGE TO RENTED PREMISES (Ea occurrence)</td><td>\$ 1,000,000</td></tr> <tr><td>MED EXP (Any one person)</td><td>\$ 10,000</td></tr> <tr><td>PERSONAL & ADV INJURY</td><td>\$ 1,000,000</td></tr> <tr><td>GENERAL AGGREGATE</td><td>\$ 2,000,000</td></tr> <tr><td>PRODUCTS - COM/PO/ AGG</td><td>\$ 2,000,000</td></tr> <tr><td></td><td>\$</td></tr> </table> | EACH OCCURRENCE | \$ 2,000,000 | DAMAGE TO RENTED PREMISES (Ea occurrence) | \$ 1,000,000 | MED EXP (Any one person) | \$ 10,000 | PERSONAL & ADV INJURY | \$ 1,000,000 | GENERAL AGGREGATE | \$ 2,000,000 | PRODUCTS - COM/PO/ AGG | \$ 2,000,000 | | \$ |
| EACH OCCURRENCE | \$ 2,000,000 | | | | | | | | | | | | | | | | | | | | |
| DAMAGE TO RENTED PREMISES (Ea occurrence) | \$ 1,000,000 | | | | | | | | | | | | | | | | | | | | |
| MED EXP (Any one person) | \$ 10,000 | | | | | | | | | | | | | | | | | | | | |
| PERSONAL & ADV INJURY | \$ 1,000,000 | | | | | | | | | | | | | | | | | | | | |
| GENERAL AGGREGATE | \$ 2,000,000 | | | | | | | | | | | | | | | | | | | | |
| PRODUCTS - COM/PO/ AGG | \$ 2,000,000 | | | | | | | | | | | | | | | | | | | | |
| | \$ | | | | | | | | | | | | | | | | | | | | |
| B | AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY | | | 73641787 | 05/01/2024 | 05/01/2025 | <table border="1"> <tr><td>COMBINED SINGLE LIMIT (Ea accident)</td><td>\$ 1,000,000</td></tr> <tr><td>BODILY INJURY (Per person)</td><td>\$</td></tr> <tr><td>BODILY INJURY (Per accident)</td><td>\$</td></tr> <tr><td>PROPERTY DAMAGE (Per accident)</td><td>\$</td></tr> <tr><td></td><td>\$</td></tr> </table> | COMBINED SINGLE LIMIT (Ea accident) | \$ 1,000,000 | BODILY INJURY (Per person) | \$ | BODILY INJURY (Per accident) | \$ | PROPERTY DAMAGE (Per accident) | \$ | | \$ | | | | |
| COMBINED SINGLE LIMIT (Ea accident) | \$ 1,000,000 | | | | | | | | | | | | | | | | | | | | |
| BODILY INJURY (Per person) | \$ | | | | | | | | | | | | | | | | | | | | |
| BODILY INJURY (Per accident) | \$ | | | | | | | | | | | | | | | | | | | | |
| PROPERTY DAMAGE (Per accident) | \$ | | | | | | | | | | | | | | | | | | | | |
| | \$ | | | | | | | | | | | | | | | | | | | | |
| B | <input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OED <input checked="" type="checkbox"/> RETENTION \$ 0 | | | 56721600 | 05/01/2024 | 05/01/2025 | <table border="1"> <tr><td>EACH OCCURRENCE</td><td>\$ 10,000,000</td></tr> <tr><td>AGGREGATE</td><td>\$ 10,000,000</td></tr> <tr><td></td><td>\$</td></tr> </table> | EACH OCCURRENCE | \$ 10,000,000 | AGGREGATE | \$ 10,000,000 | | \$ | | | | | | | | |
| EACH OCCURRENCE | \$ 10,000,000 | | | | | | | | | | | | | | | | | | | | |
| AGGREGATE | \$ 10,000,000 | | | | | | | | | | | | | | | | | | | | |
| | \$ | | | | | | | | | | | | | | | | | | | | |
| C | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N If yes, describe under DESCRIPTION OF OPERATIONS below | N/A | | CCWC422601 | 05/15/2024 | 05/01/2025 | <table border="1"> <tr> <td><input checked="" type="checkbox"/> PER STATUTE</td> <td><input type="checkbox"/> OTH-ER</td> <td></td> </tr> <tr><td>E.L. EACH ACCIDENT</td><td>\$</td><td>1,000,000</td></tr> <tr><td>E.L. DISEASE - EA EMPLOYEE</td><td>\$</td><td>1,000,000</td></tr> <tr><td>E.L. DISEASE - POLICY LIMIT</td><td>\$</td><td>1,000,000</td></tr> </table> | <input checked="" type="checkbox"/> PER STATUTE | <input type="checkbox"/> OTH-ER | | E.L. EACH ACCIDENT | \$ | 1,000,000 | E.L. DISEASE - EA EMPLOYEE | \$ | 1,000,000 | E.L. DISEASE - POLICY LIMIT | \$ | 1,000,000 | | |
| <input checked="" type="checkbox"/> PER STATUTE | <input type="checkbox"/> OTH-ER | | | | | | | | | | | | | | | | | | | | |
| E.L. EACH ACCIDENT | \$ | 1,000,000 | | | | | | | | | | | | | | | | | | | |
| E.L. DISEASE - EA EMPLOYEE | \$ | 1,000,000 | | | | | | | | | | | | | | | | | | | |
| E.L. DISEASE - POLICY LIMIT | \$ | 1,000,000 | | | | | | | | | | | | | | | | | | | |
| D | Cyber Liability / Technology E&O | | | C-4LR4-161995-CYBER-2024 | 05/01/2024 | 05/01/2025 | See Below | | | | | | | | | | | | | | |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

SEE ATTACHED

CERTIFICATE HOLDER

CANCELLATION

| | |
|-----------------------|--|
| Evidence of Insurance | SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. |
| | AUTHORIZED REPRESENTATIVE |

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ACORD 25 (2016/03)

The ACORD name and logo are registered marks of ACORD

SR ID: 25896777

BATCH: 3469440

AGENCY CUSTOMER ID: _____

LOC #: _____



ADDITIONAL REMARKS SCHEDULE

Page 2 of 2

| | | |
|--|-------------------------|---|
| AGENCY Willis Towers Watson Northeast, Inc. | | NAMED INSURED WANRack, LLC 4550 W 109th Street, Ste. 115 Overland Park, KS 66211 |
| POLICY NUMBER See Page 1 | | |
| CARRIER See Page 1 | NAIC CODE See Page 1 | EFFECTIVE DATE: See Page 1 |

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
 FORM NUMBER: 25 FORM TITLE: Certificate of Liability Insurance

Cyber Liability / Technology Errors & Omissions Coverage:
 Network & Information Security Liability:
 Limit: \$5,000,000
 Retention: \$25,000
 Technology Errors & Omissions Liability:
 Limit: \$5,000,000
 Retention: \$25,000

SAMPLE CONTRACT

WIDE AREA NETWORK LEASING AND SERVICES AGREEMENT

This Wide Area Network Leasing and Services Agreement (this "Agreement") is entered into this day of _____, 2024 (the "Effective Date"), between _____ (the "District") and WANRack, LLC, a Delaware limited liability company ("WANRack"). The District and WANRack are sometimes referred to individually in this Agreement as a "Party" and collectively as the "Parties."

WHEREAS, WANRack is a certificated telecommunications provider that, among other things, is engaged in the business of providing and maintaining wide area network ("WAN") connectivity, facilities and services to school districts, enterprise businesses and other multi-location customers; and

WHEREAS, the District has received all approvals required by it to enter into this Agreement, pursuant to which WANRack will provide the WAN Services (defined below) to the District.

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. **WAN Facilities and Services.** WANRack agrees to lease the WAN Facilities (defined below) and provide the WAN Services to the District, each as more specifically described on Schedule A attached hereto, and the District agrees to pay for such WAN Services, all in accordance with the provisions of this Agreement. The WAN Services include the provision, maintenance and support (collectively, the "WAN Services") of the equipment, fiber optic cable strands and other facilities (collectively, the "WAN Facilities") specifically identified on Schedule A or otherwise provided by WANRack in connection with the WAN Services, which facilities shall at all times remain the property of WANRack. Any changes in the WAN Facilities or the WAN Services, or any additional services to be provided by WANRack to the District, will be set forth in a change order or other document signed by both WANRack and the District. Notwithstanding the foregoing, WANRack will add any new future District sites at the same per site monthly recurring charge listed on Schedule B. Any special construction or other upfront fees for such future sites will be at the same cost per foot as sites in Schedule B. If WANRack cannot connect a new site within the special construction rules under the E-Rate Program (as defined in Section 4.b below) due to distance or otherwise, the District may file a new Form 470 to solicit quotes for those outlying sites.

2. **Commencement Date.** [WANRack will not begin construction of the WAN Facilities until after the District receives its initial Funding Commitment Decision Letter for the project, including special construction charges, from the Universal Service Administrative Company [and any State Matching Award]]. The WAN Services shall commence on the date (the "Commencement Date") that WANRack completes procurement, construction and testing of the WAN Facilities, to be confirmed by a commencement letter provided by WANRack to the District. This letter shall serve as (i) a final confirmation that the WAN Facilities have been installed and are operational, and (ii) notice of commencement of billing of the Monthly Fees.

3. **Term and Termination.**

a. **Term.** The initial term of this Agreement ("Initial Term") will commence on the Effective Date and will continue for a period of [five (5)/ten (10)] years from the Commencement Date, unless earlier terminated in accordance with this Agreement. Following expiration of the Initial Term, the term of this Agreement will automatically be extended for up to [three additional five (5) year periods (each, a "Renewal Term")/one additional ten (10) year period (the "Renewal Term")] unless either Party gives the other Party written notice of its desire to not renew this Agreement at least one hundred twenty (120) days prior to the end of the Initial Term [or the then current Renewal Term]. The Initial Term and [all/the] Renewal Term[s] are sometimes referred to in this Agreement, collectively, as the "Term."

b. **Termination for Cause.** Either Party may terminate this Agreement prior to expiration of the Term only for Cause (as defined below) by giving written notice to the other Party, and this Agreement will be terminated immediately upon delivery of such notice, as follows:

(i) *By WANRack.* As it relates to termination by WANRack, "Cause" means (a) the District's failure or refusal to make any payment due to WANRack under this Agreement within ten (10) days after the District receives written notice from WANRack of such failure or refusal, or (b) the District's continuing failure or refusal to perform any other material obligation under this Agreement within thirty (30) days after the District receives written notice from WANRack of such failure or refusal.

(ii) *By the District.* As applied to a termination notice delivered by the District, "Cause" means WANRack's continuing failure or refusal to perform any material obligation under this Agreement within thirty (30) days after WANRack receives written notice from the District of such failure or refusal.

c. **Effect of Termination.** Upon any termination or expiration of this Agreement, WANRack will cease providing the WAN Services and will have the right, but not the obligation, to remove any WAN Facilities located at facilities under the District's control, and the Parties agree to cooperate in effecting any such removal, as WANRack may reasonably request. 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)). Termination or non-renewal of this Agreement will not affect the District's obligation to pay all fees and charges due and owing to WANRack as of the date of termination or non-renewal.

4. **Payments.** The District will pay for the leased WAN Facilities and the WAN Services in the amounts set forth on Schedule B attached hereto, and otherwise in accordance with Schedule B and this section.

a. **Due Dates.** All fees will be paid no later than 30 days following the payment date specified on Schedule B, or if Schedule B does not specify a payment date, then no later than 30 days following the receipt by the District of an invoice from WANRack. 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 will incur a late payment charge of (i) 1.5% for every month or partial month that the payment is late or (ii) if less, the maximum late payment charge permissible under applicable law.

c. Taxes and Additional Charges. All applicable federal, state or local use, excise, sales, occupation or privilege taxes, duties, regulatory fees, permit fees, franchise fees or similar liabilities charged to or against WANRack or the District because of the services furnished by WANRack shall be assessed to and paid by the District unless exempt. The District shall be required to provide documentation evidencing its' exemption from any such taxes or fees.

5. **Obligations of WANRack.**

a. E-Rate Program. If requested by the District, WANRack will work together with the District to participate in the Schools and Libraries Program of the Universal Service Fund (the "E-Rate Program"), and in particular the parties will cooperate in maximizing the discounts available to the District under the E-Rate Program in respect of the WAN Facilities and the WAN Services. Notwithstanding the foregoing, except as expressly set forth in this Agreement, the participation of the District in the E-Rate Program is not a condition to either party's obligations under this Agreement.

b. Delivery and Installation. WANRack will deliver, install, configure, and maintain the WAN Facilities, and the parties agree to coordinate and cooperate to schedule, facilitate, and carry out all delivery, installation, configuration, and maintenance activities. Without limiting the generality of the foregoing, the parties agree as follows:

(i) *Staging, Storage, and Access.* During the installation of the WAN Facilities, the District agrees to provide WANRack with (i) suitable staging and storage areas at District facilities for relevant equipment, materials, and components and (ii) such access to District facilities as may be necessary to efficiently carry-out the installation, as reasonably determined by WANRack, provided that such access must be scheduled with the District in advance and, unless otherwise agreed by the District, must occur between 7:00 a.m. and 10:00 p.m. Monday through Saturday, excluding national holidays. District personnel may accompany WANRack personnel during any installation work at any District facility.

(ii) *Site Preparation.* Prior to installation of the WAN Facilities, the District will clean and otherwise prepare all installation sites and will continue to maintain those sites (but not, for clarity, the WAN Facilities) following such installation.

(iii) *Debris Removal; Restoration.* WANRack will remove from installation sites all debris resulting from the installation of the WAN Facilities,

including as appropriate by moving such debris to trash receptacles maintained by the District. The District will be responsible for trash removal from such receptacles. WANRACK will restore all landscaping disturbed by WANRack's installation, maintenance, or removal activities. The District will be responsible for landscape watering, including at restored landscaping sites.

(iv) *Planning.* Appropriate representatives of WANRack and the District will meet approximately one month prior to the installation of the WAN Facilities, and otherwise as necessary, to formulate and finalize the installation methodology and configuration design for the WAN Facilities. The parties agree to work cooperatively and reasonably in this process.

(v) *Timeline.* WANRACK and the District agree to the installation and configuration timeline set forth in Schedule A attached hereto. The District agrees to all reasonable extensions of the installation timeline necessitated by the actions or inactions of the District or otherwise resulting from circumstances beyond WANRack's control.

(vi) *Special Needs.* If additional labor or materials are needed to install or maintain the WAN Facilities due to unusual site requirements or other special needs or characteristics of the District or its facilities, as reasonably determined by WANRack, the District will reimburse WANRack for any corresponding extra costs incurred by WANRack to address those requirements, needs, or characteristics.

(vii) *Non-WAN Facilities.* The District is responsible for the installation, configuration, and maintenance of all facilities and components that are not WAN Facilities. At the District's request, WANRack may install, configure, and maintain such facilities and components, subject to WANRack's standard charges, terms, and conditions.

(viii) *Deviations.* If, prior to or during the installation process, WANRack, in its reasonable judgment, deems it necessary or prudent to deviate from the final installation methodology and design in a material way, it will present such deviation to the District for its approval, which the District may not unreasonably withhold or delay; provided, however, that WANRack reserves the right to make, without such approval, changes in fiber routing, conversion from underground to overhead configuration to avoid obstructions, and other immaterial modifications to the final installation methodology and design.

(ix) *Substitute Materials.* In the event any materials or components of or relating to the WAN Facilities are not available for timely delivery and installation, WANRack may substitute materials or components of equivalent or superior functionality and performance.

(x) Manuals. Where relevant, WANRack will furnish the District with applicable manuals and instruction documentation provided by manufacturers and vendors.

c. Maintenance. WANRack is responsible for maintaining the WAN Facilities. The District agrees to provide WANRack with such access to its facilities as may be necessary to efficiently carry out its maintenance activities, as reasonably determined by WANRack, provided that, when practicable, (i) such access must be scheduled with the District in advance and (ii) unless otherwise agreed by the District, must occur between 7:00 a.m. and 10:00 p.m. Monday through Saturday, excluding national holidays. District personnel may accompany WANRack personnel during any maintenance work at any District facility.

d. Representations. WANRack represents and warrants to the District that: (i) it will comply with all applicable laws in installing the WAN Facilities and providing the WAN Services; (ii) this Agreement has been duly authorized, executed, and delivered by WANRack, and (iii) the execution, delivery, and performance of this Agreement do not and will not conflict with, breach, or otherwise violate any of the organizational or governing documents of WANRack or any agreement or instrument to which WANRack is a party or by which WANRack is bound.

e. Condition of WAN Facilities and WAN Services. WANRack makes no representation or warranty whatsoever regarding facilities and components that are not WAN Facilities, or regarding services that are not WAN Services. At the District's request, WANRack agrees to work on behalf of the District to resolve warranty claims and other problems regarding such facilities and services, for a reasonable fee. EXCEPT AS EXPRESSLY PROVIDED HEREIN, WANRACK DISCLAIMS ALL WARRANTIES WITH RESPECT TO THE WAN SERVICES AND THE WAN FACILITIES, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, AND THE DISTRICT ACKNOWLEDGES THAT THE WAN FACILITIES AND WAN SERVICES ARE PROVIDED AS-IS, EXCEPT AS EXPRESSLY PROVIDED HEREIN.

6. **Obligations and Representations of the District.**

a. Security. The District is solely responsible for providing security services in respect of the WAN Facilities located at or on District facilities or properties. The District will provide such security services in a commercially reasonable manner, in light of all security considerations applicable to the relevant facility or property.

b. District Personnel. The District will ensure that its personnel and contractors, at all times, (i) are educated and trained in the proper use and operation of the WAN Facilities for the WAN Services (ii) follow applicable operations and instruction manuals.

c. Electrical Circuits and Energy. The District will provide all electrical circuits and all electrical energy required for the installation and operation of the WAN Facilities at the sole cost of the District.

d. Insurance. The District will procure and maintain insurance policies covering all loss and damage in respect of the WAN Facilities located at facilities under the District's control, including without limitation all materials and components located at District facilities prior to, during, or after the installation process, with appropriate coverage limits and other terms and conditions. The District will cause such insurance policies (i) to name WANRack as an additional insured, (ii) to be endorsed to require at least 30 days' notice to WANRack prior to the effective date of any termination or cancellation of coverage, and (iii) to provide that in the event of any payment of any loss or damage thereunder, the insurers will have no rights of recovery against WANRack. Upon request by WANRack, the District agrees to provide proof of insurance meeting the requirements of this section.

e. Representations. The District represents and warrants to WANRack that: (i) the WAN Facilities and the WAN Services meet the District's requirements; (ii) the District will operate and use the WAN Facilities and the WAN Services in compliance with all applicable law; (iii) this Agreement has been duly authorized, executed, and delivered by the District; and (iv) 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 the District or any agreement or instrument to which the District is a party or by which the District is bound.

7. **Ownership of WAN Facilities.** The Parties acknowledge and agree that the WAN Facilities are owned by WANRack and will continue to be owned by WANRack following any expiration or termination of this Agreement. The District has no option or other right to purchase or otherwise acquire the WAN Facilities from WANRack. Nothing in this Agreement shall be construed to result in the transfer of title to any part of the WAN Facilities to the District or in the creation of a "security interest" within the meaning of applicable law. The District disclaims any interest it may claim in the materials, equipment, fiber optic cable and all personal property installed by WANRack as a fixture on to the real property of Customer. Customer shall keep the WAN Facilities free from all liens and claims, including but not limited to mechanic's liens, and encumbrances by reason of the use or possession of the WAN Facilities by the District. Following any termination or expiration of this Agreement, WANRack may leave in place any WAN Facilities located at facilities and properties under the District's control and use such WAN Facilities for other customers. In the event WANRack leaves in place any WAN Facilities following any termination or expiration of this Agreement, the District agrees to provide WANRack with continued access to District facilities for purposes of operation and maintenance of the WAN Facilities.

8. **Usage of WAN Facilities.**

a. Permitted Use. The District shall use the WAN Services (including the WAN Facilities) solely for the District's own internal purposes. The District may not assign, lease, resell, encumber or allow any other party the right to use the WAN Services (including the WAN Facilities) or any component thereof without WANRack's express consent in each instance, which consent may be withheld in WANRack's sole discretion. Any other use by the District shall constitute a refusal to perform a material obligation and shall constitute grounds for WANRack to terminate this Agreement for Cause. The District shall notify WANRack immediately of any known or suspected misuse, alteration, loss, damage, theft or destruction of any WAN Facilities, and shall provide all cooperation reasonably requested by WANRack in connection therewith.

b. No Alterations or Attachments. The District acknowledges and agrees that (i) the District may not make any alterations or attachments to the WAN Facilities 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 WAN Facilities by the District, (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 WAN Facilities, or any inability of WANRack to satisfy its obligations under this Agreement, caused by, or resulting directly or indirectly from, any alteration or attachment made to the WAN Facilities by the District, or any other action by the District, and (v) the District is solely responsible for, and agrees to indemnify WANRack against, all claims and damages caused by, or resulting directly or indirectly from, any alteration or attachment made to the WAN Facilities by the District.

9. Confidentiality. Each Party acknowledges (i) that it will have access to confidential information of the other Party, (ii) that such information constitutes valuable, special, and unique property of the other Party, and (iii) that 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 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. The Parties agree that the terms of this Agreement shall constitute "confidential information." 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. Furthermore, the District 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 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.

10. Miscellaneous.

a. Independent Contractor. The Parties agree that WANRack is an independent contractor with respect to the District. Nothing contained herein may be construed as making the

Parties hereto partners or joint venturers or creating a principal and agent relationship. WANRack has no authority to create any obligation or responsibility on behalf of, or in the name of, the District, or otherwise to bind the District in any way. Likewise, the District has no authority to create any obligation or responsibility on behalf of, or in the name of, WANRack, or otherwise to bind WANRack 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 109th Street, Suite 115
Overland Park, KS 66211
Attn: Legal Department

If to the District: [Name]
[Address]
Attn: _____

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 WANRack and such third party is not a subcontractor, agent or representative of WANRack 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 or operation of the WAN Facilities.

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. WANRack will not be liable to the District 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, 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 Kansas, without regard to conflicts of law principles. 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 the District'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, including any documents exchanged between the Parties during any request for proposal or bidding process. 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) 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.

[signature page follows]

IN WITNESS WHEREOF, the Parties execute this Agreement effective as of the day and year first above written.

WANRACK, LLC

[DISTRICT]

By: _____
Name: Michael L. Brigman
Title: President

By: _____
Name: _____
Title: _____

Schedule A
WAN Services and Facilities

WAN Services

[To be inserted]

WAN Facilities

[To be inserted]

Installation Timeline

Anticipated delivery of the WAN Services shall commence on or before the date that is approximately _____ after the acquisition of all necessary permits, licenses, pole attachment agreements and rights of way to construct the WAN Facilities.

Schedule B
Fees and Payment Schedule

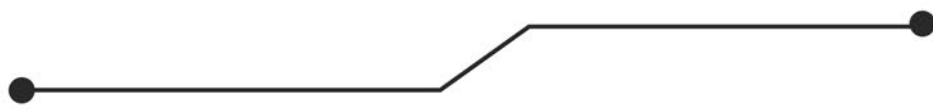
1. **Special Construction or Other Upfront Fees** – \$_____.
2. **Monthly Fees** - Monthly lease payments of \$_____ beginning upon the Commencement Date and continuing for the remainder of the Term.

A decorative line graphic consisting of a horizontal line with a small circle at its left end, followed by a diagonal line segment, and then another horizontal line segment ending in a small circle.

WANRackTM



WANRACK'S DIRECT RESPONSE TO THE DISTRICT'S RFP



WANRack™



DISTRICT FORMS