

AMENDED AND RESTATED
WIDE AREA NETWORK LEASING AND SERVICES AGREEMENT

This Amended and Restated Wide Area Network Leasing and Services Agreement (this “Agreement”) is entered into this 8th day of July 2026, between HERNANDO COUNTY SCHOOL DISTRICT (the “District”) and WANRACK, LLC, a Delaware limited liability company (“WANRack”), and will become effective as of July 1, 2026 (the “Effective Date”). The District and WANRack are sometimes referred to individually in this Agreement as a “Party” and collectively as the “Parties.” Capitalized terms not defined herein shall have the meanings assigned to them in the Initial Agreements (defined below).

WHEREAS, the District and WANRack have entered into three Wide Area Network Leasing and Services Agreements (“WAN”) and amendments as follows: (1) WAN dated May 5, 2018, for service from the District’s hub site District Office located at 919 N Broad Street, Brooksville, FL 34601 (the “Hub Site”) to seventeen (17) edge sites; (2) WAN dated December 1, 2020, adding service to 900 Emerson Road, Brooksville, FL 34601 and increasing the monthly lease payments in accordance with the requirements of the E-Rate Program; (3) First Amendment to WAN dated October 24, 2023, adding Wilton Simpson Technical College and increasing the monthly lease payments in accordance with the E-Rate Program; (collectively, the “Initial Agreements”), pursuant to which WANRack agreed to provide and maintain wide area network connectivity, facilities and services to the District; and

WHEREAS, the Parties desire to amend and restate the Initial Agreements on the terms and conditions set forth in this Agreement and replace the Initial Agreements in their 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. **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, the District may from time to time request that WANRack add District sites to the WAN Facilities at the same per site monthly lease payment, and any special construction or other upfront fees will be added at the same cost per foot, as those fees listed on Schedule B. If WANRack cannot connect a site requested by the District within the special construction rules under the E-Rate Program (as defined in Section 5.a below) due to distance or otherwise, the District may file a new Form 470 to solicit quotes for such sites.

2. **Commencement Date.** The WAN Services commenced on August 1, 2019, (the “Initial Commencement Date”) which was the date WANRack completed procurement, construction and testing of the WAN Facilities, as confirmed by the commencement letters provided by WANRack to the District. Such letters served as (i) final confirmation that the WAN Facilities had been installed and were operational, and (ii) notice of commencement of billing of the Monthly Fees. The WAN Services pursuant to this Agreement shall commence on July 1, 2026 (the “Commencement Date”).

3. **Term and Termination.**

a. Term. The initial term of this Agreement (“Initial Term”) will commence on which WANRack first provides the WAN Services hereunder and continue for a period of ten (10) years with a ten (10) year voluntary renewal. WANRack will confirm the commencement date and expiration date of the Term, upon completion of installation, by providing the District with a Commencement letter, which letter shall serve as final confirmation that the WAN Facilities have been installed. The second voluntary ten-year term shall commence upon the expiration of the first ten (10) year term if both parties have consented in writing to the continuation of this Agreement for the second voluntary ten-year term prior the expiration of the initial term. If there has been no mutual consent for continuation, then the Agreement will terminate upon the expiration date of the first ten (10) year 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 thirty (30) days following the payment date specified on Schedule B, or if Schedule B does not specify a payment date, then no later than thirty (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. 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.

c. 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.

d. 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 thirty (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 performances 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 2342 Technology Drive, Suite 103 O'Fallon, MO 63368
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If to the District:	Hernando County School District 919 N Broad Street Brooksville, FL 34601 Attn: Superintendent
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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 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 Delaware, 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

Signed by:
By: Craig Ceranna
EA2C5BF6E7AD42A...
Name: Craig Ceranna
Title: Chief Financial Officer

HERNANDO COUNTY SCHOOL DISTRICT

By: _____
Name: Kayce Hawkins
Title: Board Chair

Kelly A. Pogue
Approved as to Form
by WSH Attorney
07/20/2026 03:46 pm

Schedule A
WAN Services and Facilities

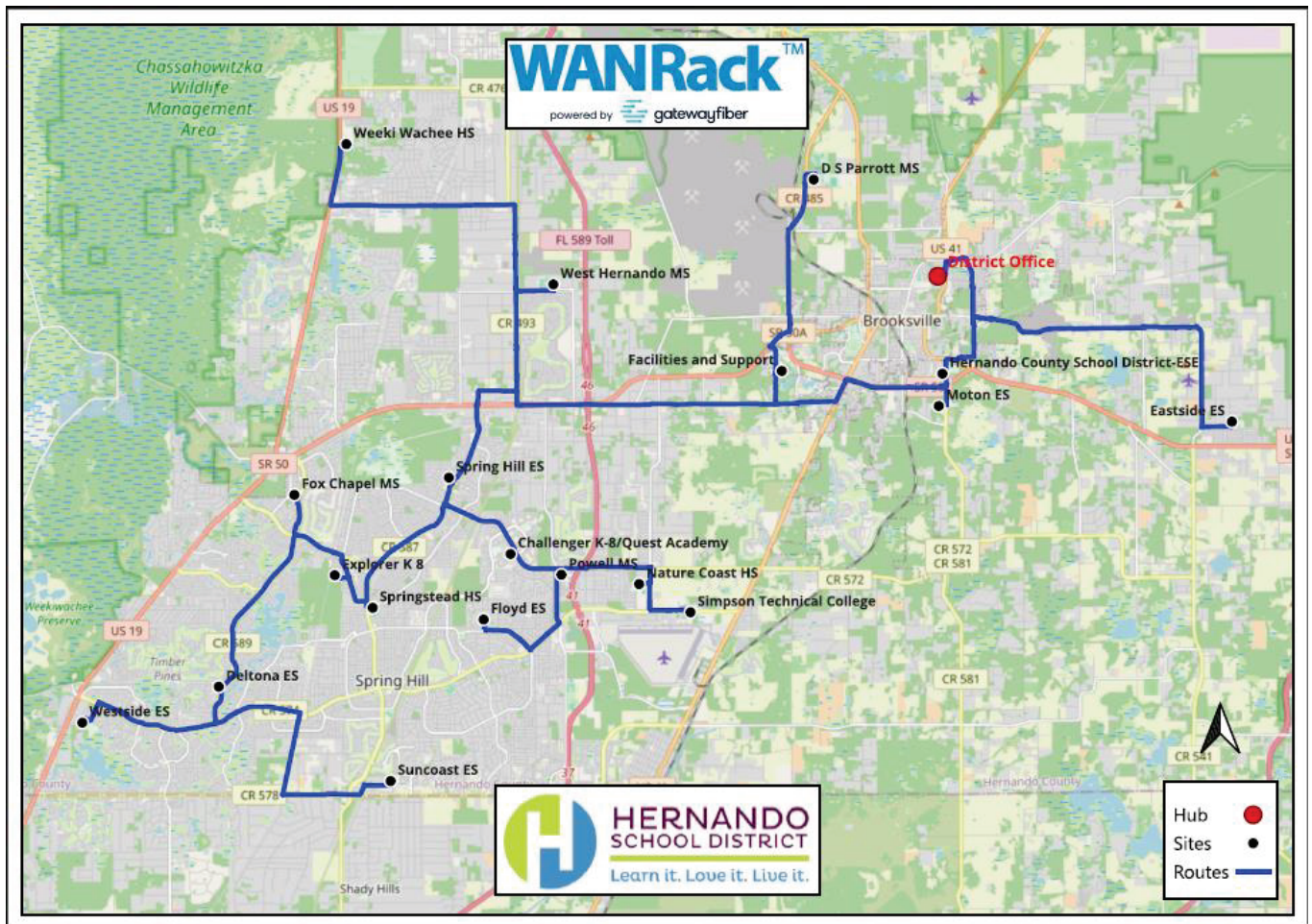
WAN Services

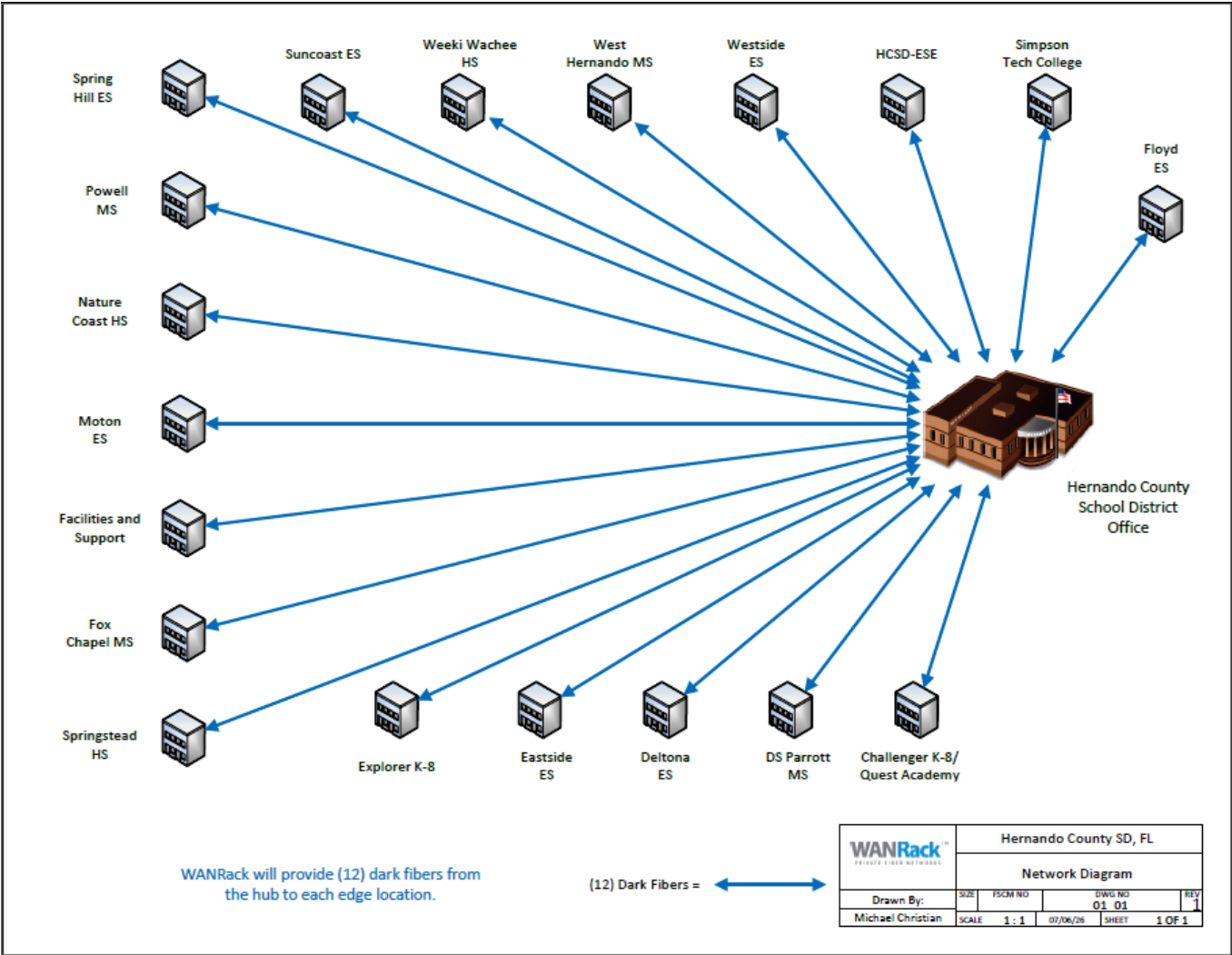
Dark fiber optic wide area network (WAN). Point-to-point twelve (12) dark fibers from the Hub location (District Office, 919 N Broad Street, Brooksville, FL 34601) to the following nineteen (19) edge sites:

Edge Sites	Address	
Challenger K8 School	13400 Elgin Blvd	Spring Hill, FL 34609
D S Parrott Middle School	19220 Youth Dr	Brooksville, FL 34601
Deltona Elementary School	2055 Deltona Blvd	Spring Hill, FL 34606
Eastside Elementary School	27151 Roper Rd	Brooksville, FL 34602
Explorer K8 School	10252 Northcliffe Blvd	Spring Hill, FL 34607
F W Springstead High School	3300 Mariner Blvd	Spring Hill, FL 34609
Fox Chapel Middle School	9412 Fox Chapel Ln	Spring Hill, FL 34606
J D Floyd Elementary School	3139 Dumont Ave	Spring Hill, FL 34609
Maintenance Department	8008 Mobley Rd	Brooksville, FL 34601
Moton Elementary School	7175 Emerson Rd	Brooksville, FL 34601
Nature Coast Technical High School	4057 California St	Brooksville, FL 34604
Powell Middle School	4100 Barclay Rd	Brooksville, FL 34609
Spring Hill Elementary School	6001 Mariner Blvd	Spring Hill, FL 34608
Suncoast Elementary School	11135 Quality Dr	Spring Hill, FL 34609
Weeki Wachee High School	12150 Vespa Way	Weeki Wachee, FL 34614
West Hernando Middle School	14325 Ken Austin Pkwy	Brooksville, FL 34613
Westside Elementary School	5400 Applegate Dr	Spring Hill 34606
Hernando County School District-Ese	900 Emerson Rd	Brooksville, FL 34601
Wilton Simpson Technical College	17050 Spring Hill Dr	Brooksville, FL 34604

WAN Facilities

Set forth below are a map and logical diagram of the WAN Facilities.





Installation Timeline

This Agreement is contingent upon the FCDL from E-Rate, State DCP Match and approval and funding by the School Board of Hernando County. After the receipt of the FCDL, the anticipated delivery of service shall occur approximately (180) days after the acquisition of all necessary permits, licenses pole attachment agreements and rights of way to complete the project. WANRack and the District further agree and acknowledge that turn-ups will be scheduled to ensure that there will be no early termination fees charged to the District by their current service provider.

Schedule B
Fees and Payment Schedule

1. Special Construction or Other Upfront Fees – \$3,500,000.
2. Monthly Fees – Monthly lease payments of \$17,409 beginning upon the delivery of service continuing for a term of 120 months, and thereafter monthly lease payments of \$5,222.70 continuing for an additional 120 months during the term of the second voluntary term of 120 months beginning upon the expiration of the first 120-month term.
3. Other Fees – All applicable federal, state, local use, excise, sales or privilege taxes, occupation taxes, duties, regulatory fees or similar liabilities shall be paid by the District in addition to the regular charges under this Agreement unless exempt and an exemption certificate is received prior to first bill.