FIBER EXCHANGE AND RECIPROCAL LICENSE AGREEMENT BETWEEN MARTIN COUNTY AND ITS TELECOMMUNICATION SYSTEMS, INC.

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THIS FIBER SWAP AND USE AGREEMENT (Hereinafter "Agreement") made and entered into this 30th day of November, 2010, between:

MARTIN COUNTY BOARD OF COUNTY COMMISSIONERS, a political subdivision of the State of Florida, (hereinafter "**COUNTY**"), located at 2401 S.E. Monterey Road, Stuart, FL 34996

AND

ITS TELECOMMUNICATIONS SYSTEMS, INC., a Florida Corporation (hereinafter "**ITS**"), located at 15925 SW Warfield Boulevard, Indiantown, Florida 34956. Sometimes referred to individually as "Party" and collectively as "Parties."

RECITALS

WHEREAS, this Agreement is being entered into between **COUNTY** and **ITS** for the purpose of, and benefit to, the Parties in obtaining access to the dark fiber networks in the parties respective areas; and

WHEREAS, access to the dark fiber networks will provide the Parties with greater connectivity and capabilities for the betterment of the employees and citizens of Martin County and the customers of **ITS** Telecommunications Systems; and

WHEREAS, enabling the Parties to improve the efficiency, quality, and coverage of their respective service by having access to each other's dark fiber network.

WHEREAS, in connection with the above, **COUNTY** shall grant **ITS** a license to use dark fiber in the **COUNTY** Network on a route mile for route mile exchange for a term of ten (10) years, with up to four (4) five (5) year renewals. **ITS** license shall be comprised of continuous dark fiber route miles (listed in EXHIBIT "D") in the COUNTY Network where the **COUNTY** has sufficient fibers. The **COUNTY** will, in its sole discretion, determine if there are sufficient fibers in a route to provide dark fiber to **ITS**.

WHEREAS, in exchange for the above **ITS** will grant the **COUNTY** a license for six (6) fibers in the **ITS** Network on a route mile for route mile exchange for a term of ten (10) years, with up to four (4) five (5) year renewals.

WHEREAS, the Parties understand and agree that Route Miles shall be calculated based upon Dark Fiber as defined in this Agreement; the Parties further understand and agree that an unequal number of Route Miles may be granted and in use by the Parties at any given time and the Parties agree that any unused route miles will be carried as a credit by the respective party, (either party may be required to carry credited miles depending on the miles exchanged) for a period of ten (10) years. Any credited miles not used within ten (10) years from the date of execution of this Agreement shall be forfeit.

WHEREAS, the Parties have agreed to enter into this Agreement which embodies the mutual covenants and agreements for the relationship between the Parties hereto in connection with the use of their respective dark fiber networks; and

NOW THEREFORE, in consideration of the mutual benefits hereunder and the benefits conferred upon the Parties, the Parties hereto desire to stipulate the covenants and conditions of their exchange /license Agreement and in regards thereto agree as follows:

1. DEFINITIONS

1.1 ***Community Broadband Network*** or ***CBN*** means a dark fiber optic cabling network designed to interconnect Martin County Government (including its constitutional officers), Martin County School District, City of Stuart, Town of Jupiter Island, Town of Sewall's Point, 19th Judicial Circuit, and other public agency(s) participating through joint agreements with Martin County

1.2 ***County Dark Fiber*** means transmission capacity consisting of six (6) dark fibers transiting Continuous segments on ITS Network as described in EXHIBIT "C" that are licensed to COUNTY by ITS pursuant to this Agreement. COUNTY understands and acknowledges that the provision of dark fibers is offered on an "as available" basis and that dark fiber provided by ITS do not carry a signal.

1.3 ***County Network*** means the dark fiber network controlled by COUNTY as described in this Agreement.

1.4 ***County Network Facility Outage*** means a complete interruption of service over any COUNTY dark fiber provided to ITS due to physical damage or severance of the dark fibers unless such interruption is due; a) in whole or in part to the negligence or willful act of omission or commission of ITS, its employees, agents or contractors; b) as a result of a failure of any ITS equipment or facilities used in connection with the ITS dark fibers or c) is the result of an event of Force Majeure. Planned, scheduled and approved outages shall not constitute an outage.

1.5 ***County Segment*** means the segments described in EXHIBIT "C" of this Agreement that are licensed to COUNTY by ITS.

1.6 ***Dark Fiber*** shall mean transmission capacity consisting of six (6) dark fibers transiting over continuous segments. The COUNTY and ITS understand and acknowledge that the provision of dark fibers is offered on an "as available" basis, and that dark fibers do not carry a signal.

1.7 Demarcation Point shall mean the location where a Party hands off Dark Fiber to one of the locations listed in Exhibit "B" shall be at the fiber distribution frame. The demarcation point for the locations in Exhibit "E" shall be at the ITS Handhole.

1.8 ***ITS Dark Fiber*** or ***ITS Dark Fiber Facility*** means transmission capacity consisting of six (6) dark fibers transiting Continuous segments on the COUNTY Network as described in EXHIBIT "D" that are licensed by COUNTY to ITS pursuant to this agreement. ITS understands and agrees that the provision of dark fibers is offered on an as available basis and that the dark fiber provided by COUNTY do not carry a signal

1.9 ***ITS Network*** means the fiber network controlled by ITS and located in the ITS regulated service territory as described in this agreement. Although ITS Network is regulated COUNTY will not be subject to the regulations imposed on ITS.

1.10 ***ITS Network Facility Outage*** means a complete interruption of service over any Dark Fiber ITS has provided to COUNTY due to physical damage or severance of the fiber unless such interruption is due, a) in whole or in part to the negligence or willful act of omission or commission of the COUNTY, its employees, agents or contractors, or b) as a result of the failure of any COUNTY equipment of facilities used in connection with COUNTY dark fibers. c) is the result of Force Majeure.

Planned and scheduled outages which have been approved and scheduled by COUNTY shall not constitute a service outage.

1.11 ***ITS Segment*** means the segments described in EXHIBIT "D" of this Agreement that are licensed to ITS by COUNTY.

1.12 ***Point of Interconnection or POI*** means the locations where COUNTY Network and ITS Network are physically connected. Each Party shall be responsible for all costs on its respective side of the POI.

1.13 ***RFP*** means Martin County Request For Proposals, # 2010-2341, "Community Broadband Network issued on July 28, 2010, including addendums thereof.

1.14 ***Rights-of-way*** means any and all rights-if-way, easements, licenses and other agreements relating to the rights and interest in and/or access to real property underlying the COUNTY and ITS respective fiber Networks.

1.15 ***Route Mile*** means the physical route length of a dark fiber segment as mutually agreed to by COUNTY and ITS.

1.16 ***Segment*** shall mean one of the physical dark fiber route set forth in EXHIBITS "C" and "D."

2. SCOPE OF AGREEMENT

2.1 This agreement is for the exchange and reciprocal license of dark fibers between COUNTY and ITS. This agreement does not include the provision of any voice or data communications services or any connections from COUNTY fiber equipment to ITS transport network. Such services may be proposed by ITS to the COUNTY in accordance with applicable local, State and Federal Laws.

2.2 The term of this Agreement shall be ten (10) years, beginning on November 30, 2010, (the "Initial Term"), unless sooner terminated as provided herein. The Initial Term may be extended for up to four (4) five (5) year renewal terms (each a separate and distinct "Renewal Term"). Notice of a Party's intent to exercise an option to renew shall be provided by written notice to the other Party at least one (1) year prior to the end of the initial term or a renewal period. Both Parties shall agree in writing to renew this agreement for an additional term prior to expiration of the current term. As long as this Agreement has not been sooner terminated as provided herein, the Initial term and each Renewal Term are referred to collectively as the "Term." All terms and conditions of this Agreement shall remain in full force and effect during the term.

2.3 If the Parties continue to exercise any usage rights under this Agreement after termination or expiration of the Term and subsequent renewals, the Term shall be deemed extended on a month-to-month basis, terminable (in addition to other rights

of termination) on six (6) months written notice by either party to the other, and subject to the provision of all other sections of this Agreement. If this Agreement is terminated and no other mutually agreeable terms and conditions are negotiated, Parties agree to remove their systems from each other's dark fiber network. At that time the Parties will no longer have the right to use the dark fibers of the other. At the end of the six (6) months notice period either party may terminate the service provided to the other party without further notice. If either party fails to disconnect within the six (6) months notice period they will incur a penalty of $500.00 per day until disconnected. If not disconnected within ten (10) days of the end of the six (6) month notice period either party may terminate service and disconnect the fibers without liability to the other party and the party that failed to disconnect will indemnify the other for any losses sustained by anyone due to the discontinued service.

3 GRANT OF LICENSE

3.1 Dark Fiber license for the exclusive use of transmission capacity –The **COUNTY** and **ITS** act as both the Licensor and Licensee of their respective networks in this Agreement. Upon the commencement of the Initial Term, Licensor grants to Licensee, and Licensee accepts from Licensor, (1) an exclusive license to use designated dark fibers as described in words in **EXHIBIT "C"** and "D" as shown on the map in **EXHIBIT "A"**) of the Licensor.

3.2 Dark Fiber Segment Definitions

3.2.1 Dark Fiber Segments to be supplied by **ITS** to **COUNTY - ITS** shall provide dark fiber starting at Cobblestone development on Route 714 through the locations set forth in **EXHIBIT "C"** and reconnecting to the "**COUNTY** NETWORK" at Box Ranch. The **COUNTY** dark fiber will route through to all locations set forth in **EXHIBIT "B"**. The route is 40.95 miles long. **ITS** shall provide a length of cable from the point of interconnection locations for **COUNTY** to splice to its fiber. **COUNTY** will not have direct access to the physical fibers. COUNTY license shall be comprised of continuous Dark Fiber Route Miles in the ITS Network where ITS has sufficient fibers to meet the needs of COUNTY. ITS, in its sole discretion will determine if there are sufficient fibers in a segment to provide Dark Fiber to the COUNTY.

3.2.2 Dark Fiber Segments to be supplied by **COUNTY** to **ITS – COUNTY** shall provide dark fiber starting at the Cobblestone development on Route 714 through the route and locations set forth in **EXHIBIT "D"** reconnecting at Box Ranch. The ITS dark fiber will route through all handhole locations set forth in Exhibit"E." The route is 43.81 miles long. **COUNTY** shall provide a length of cable from the point of interconnection locations for **ITS** to splice to its fiber. **ITS** will not have direct access to

the physical fibers. **ITS** license shall be comprised of continuous dark fiber route miles in the COUNTY Network where the **COUNTY** has sufficient fibers to meet the needs of ITS. The **COUNTY,** in its sole discretion will determine if there are sufficient fibers in a segment to provide dark fiber to **ITS**.

3.3 Connectivity – The **COUNTY** and **ITS** agree to cooperate to facilitate a reliable fiber connection between ITS Network and the COUNTY Network.

3.4 In the event that either **COUNTY** or **ITS** desires to obtain additional dark fibers on the same or different routes, they must submit a request to the other. If **COUNTY** and/or **ITS** have additional dark fibers available and the parties can reach mutually acceptable terms for the provision of such additional fiber, such mutually acceptable terms will be incorporated into and will be subject to the terms of this Agreement.

3.5 Mutual Agreement – Should **COUNTY** and **ITS** determine that it is in their best interests to enter into any agreement not addressed within this Agreement, the **COUNTY** Administrator may execute additional licenses, exchanges or agreements upon mutually acceptable terms pursuant to the mutual understanding that such mutually acceptable terms for the additional licenses, exchanges or agreements are incorporated herein and subject to the terms of this Agreement.

3.6 If during the term of this Agreement either **COUNTY** or **ITS** desire other services and or products that either can provide they must request the additional services and/or products in writing and each will determine on an individual case basis and availability of the product and/or service at the time of the request if the request can be accommodated, in each parties sole discretion.

3.7 Contingency Plan for Dark Fiber Network Failure – The Parties shall work cooperatively in the creation of contingency plans should the **COUNTY** and/or **ITS** dark fiber connection fail at any time during the term of this Agreement. Such contingency plan may incorporate the use of spare fibers in the same sheath as the licensed fibers if available.

3.8 Location of Point of Interconnection – The two (2) Points of Interconnection (POI) are established in this Agreement are at Cobblestone and Box Ranch. Additional POIs may be added to this Agreement upon mutual consent. ITS shall provide a one hundred (100) foot length of fiber cable with at least twelve (12) fiber strands for the COUNTY to splice to the cable on the COUNTY's side of the POI.

3.9 ITS agrees to provide the COUNTY with an option to access co-location space in its central office, located at 15925 SW Warfield Boulevard, Indiantown, Florida 34956 if the COUNTY determines that it would be in its best interest to locate some or all of its equipment in ITS central office. The details of a use agreement or lease will be determined at the time the COUNTY determines it wishes to exercise this option. COUNTY also agrees to provide ITS with an

option to access co-location space in a COUNTY location mutually agreeable to the COUNTY and ITS.

3.9.1 **COUNTY** and **ITS** will designate the fibers within the fiber cable that will constitute the other's dark fibers.

3.10 Handholes, Demarks and Laterals:

3.10.1 **ITS** will provide nineteen(19) Demarcation Points for the COUNTY at each location listed in EXHIBIT "B" during the construction of the COUNTY Dark Fiber.

3.10.2 COUNTY will provide ITS with nineteen (19) Demarcation Points at the handhole locations listed in EXHIBIT "E." (ITS Handholes) The ITS Handholes will be located adjacent to COUNTY handholes. The ITS Handholes shall become the property of ITS when construction is completed. The ITS Handholes will be on the ITS side of the Demarcation Point and ITS will be responsible for the ongoing maintenance of the handholes. ITS will be responsible for the cost to change the location of any of the ITS Handhole Demarcation Points after the completion of construction.

3.10.3 ITS will coordinate construction of its Handholes with Precision Contracting Services the County's contractor for construction of the Community Broadband Network to avoid additional costs and to have the ITS handholes installed while the network is under construction.

3.10.4 ITS Handhole completed during the construction of the Community Broadband Network will be constructed at no cost to ITS.

3.10.5 Should ITS require additional Handholes in excess of those listed in EXHIBIT "E," the COUNTY agrees to permit the additional Handholes and ITS agrees to reimburse COUNTY for any additional Handholes installed during the construction of the Community Broadband Network. If the additional handholes are constructed after the completion of the Community Broadband Network ITS will be responsible for all costs directly. If the COUNTY desires additional laterals in excess of those listed in EXHIBIT "C," ITS agrees to negotiate terms for the provision of additional laterals.

3.10.6 ITS lateral fiber construction. ITS shall provide twelve (12) fiber strands in a lateral from the existing ITS network to each of the nineteen (19) public sector/non-profit sites listed in EXHIBIT "B." ITS will provide the fiber lateral into the building equipment location as designated by COUNTY at the time of construction. ITS will terminate the lateral to a fiber distribution frame owned by COUNTY. The fiber distribution frame shall be the Demarcation Point. ITS shall splice six (6) lateral strands into the primary route and an additional six (6) lateral strands will be spliced into the redundant route on the fiber ring provided by ITS. ITS will be responsible for all fiber on the ITS side of the Demarcation Point.

COUNTY will be responsible for the network on the COUNTY side of the Demarcation Point which includes the cross connects on the fiber distribution. County will be responsible for the cost to change the location of any of the fiber distribution frame Demarcation Points after the completion of construction.

3.10.7 COUNTY provided handholes. Each of the nineteen (19) ITS Handholes will include the following: a minimum of one and one quarter inch (1 ¼") conduit connecting the COUNTY handhole with the ITS handhole and a one hundred (100) foot sheath of a minimum 12 fiber strands will be placed in the conduit. COUNTY shall splice six (6) strands into the primary route and an additional six (6) strands spliced into the redundant route completing the ring provided by the COUNTY

3.11 The COUNTY and ITS shall have obtained, or shall cause to be obtained prior to the Effective date of this Agreement, and shall maintain, throughout the Term of this Agreement, all applicable permits, approvals and consents, including rights of way, that may be required from all federal, state and local governments having appropriate jurisdiction and other authorizations regarding the location and installation, license or use of the COUNTY fibers and ITS fibers respectively.

4 TEST AND ACCEPTANCE

4.1 ITS will test all ITS dark fiber to verify that it has been installed in compliance with the specifications described in Appendix J, K and L of the RFP, except for any dark fiber installed prior to the RFP return date of July 28, 2010. For all dark fibers installed prior to July 28, 2010 COUNTY will accept the certification of the engineer of record certifying that all installations have been completed within accepted engineering and construction standards. All dark fibers installed by ITS that are a part of the fiber exchange with the COUNTY will be tested for functionality and transmission capability which must meet or exceed the standards for functionality and transmission capability set forth in Appendix J. K, and L of the RFP

4.2 If the COUNTY determines that the dark fibers to be licensed to ITS have been installed substantially in conformity with the specifications outlined in this Agreement, COUNTY shall provide ITS with written Notice of Completion with a copy of all test results, ("Notice of Completion"). ITS shall, within ten (10) days of receipt of the Notice of Completion, either reject the Notice of Completion specifying the defect or failure in such Acceptance Testing or provide COUNTY written Notice of Acceptance; provided that ITS's use of the dark fiber (other than in connection with testing) or any failure by ITS to timely reject as set forth above shall be deemed acceptance for purposes of this Agreement. The only basis for rejection by ITS shall be failure to conform to the applicable specifications including testing. In the event ITS rejects the Notice of Completion, COUNTY shall promptly, and not later than seven (7) days after receipt of ITS's Notice of Rejection, and at no cost to ITS, commence to remedy the defect or failure. Thereafter, upon completion of the remediation of the defect or failure, COUNTY shall again provide ITS with a Notice of Completion. The foregoing procedure shall apply again and successively thereafter until COUNTY has remedied the defect or failure. ITS may terminate this Agreement upon written notice to COUNTY if COUNTY has not remedied all defects specified in ITS's Notice of Rejection within forty-five (45)

days after ITS's first Notice of Rejection of initial testing. No acceptance of, or failure by ITS to reject, the Notice of Completion shall be deemed to be a waiver of any warranty or maintenance obligation of COUNTY, set forth herein.

4.3 COUNTY will test all COUNTY Dark Fiber to verify that it has been installed in compliance with the specifications described in Appendix J,K and L of the RFP.

4.4 If ITS determines that the dark fibers to be licensed to COUNTY have been installed substantially in conformity with the specifications outlined in this Agreement, ITS shall provide COUNTY with written Notice of Completion with a copy of all test results, ("Notice of Completion"). COUNTY shall, within ten (10) days of receipt of the Notice of Completion, either reject the Notice of Completion specifying the defect or failure in such Acceptance Testing or provide ITS written Notice of Acceptance; provided that COUNTY's use of the dark fiber (other than in connection with testing) or any failure by COUNTY to timely reject as set forth above shall be deemed acceptance for purposes of this Agreement. The only basis for rejection by COUNTY shall be failure to conform to the applicable specifications including testing. In the event COUNTY rejects the Notice of Completion, ITS shall promptly, and not later than seven (7) days after receipt of COUNTY's Notice of Rejection, and at no cost to COUNTY, commence to remedy the defect or failure. Thereafter, upon completion of the remediation of the defect or failure, ITS shall again provide COUNTY with a Notice of Completion. The foregoing procedure shall apply again and successively thereafter until ITS has remedied the defect or failure. COUNTY may terminate this Agreement upon written notice to ITS if ITS has not remedied all defects specified in COUNTY's Notice of Rejection within forty-five (45) days after COUNTY'S first Notice of Rejection of initial testing. No acceptance of, or failure by COUNTY to reject, the Notice of Completion shall be deemed to be a waiver of any warranty or maintenance obligation of ITS, set forth herein.

5 MAINTENANCE AND OPERATIONS OF ITS AND COUNTY NETWORKS

5.1 Restriction of Access – COUNTY's right of use does not include the right of COUNTY to own, control, maintain, modify, or revise dark fiber licensed to COUNTY by ITS, including but not limited to access to manholes, pulling fibers through conduit, splicing fibers, or the right of physical access to, locate any equipment in the public right-of-way, or the right to encumber in any manner, or other use of the dark fibers licensed to COUNTY by ITS except as provided for in this Agreement. Total control of COUNTY Dark Fibers shall remain in ITS.

5.2 Relocation of Dark Fiber licensed to ITS by COUNTY - If COUNTY receives notice of any request, intent, or plan by any third party, including, but not limited to, a governmental entity, to relocate any segment of the ITS Dark Fiber COUNTY shall notify ITS of such request, intent, or plan and shall communicate with ITS regarding the status of such proceedings and negotiations. If COUNTY is required by any such third party to relocate any segment of the ITS Dark Fiber COUNTY shall give ITS at least thirty (30) days' (or such lesser period of notice that COUNTY has received) written notice of any such relocation, ("Relocation Notice"). COUNTY shall relocate the dark fiber licensed to ITS, and coordinate any service interruption that may occur. If any

portion of the dark fiber COUNTY licensed to ITS is destroyed or damaged beyond repair in COUNTY's reasonable judgment by an event of Force Majeure, COUNTY shall use commercially reasonable efforts to relocate the impacted fibers licensed to ITS.

5.3 Relocation of Dark Fiber licensed to COUNTY by ITS - If ITS receives notice of any request, intent, or plan by any third party, including, but not limited to, a governmental entity, to relocate any segment of the COUNTY Dark Fiber ITS has licensed to COUNTY, ITS shall notify COUNTY of such request, intent, or plan and shall communicate with COUNTY regarding the status of such proceedings and negotiations. If ITS is required by any such third party to relocate any segment of the COUNTY Dark Fiber, ITS shall give COUNTY at least thirty (30) days' (or such lesser period of notice that ITS has received) written notice of any such relocation, ("Relocation Notice"). ITS shall relocate the fiber licensed to COUNTY, and coordinate any service interruption that may occur If any portion of the fiber ITS licensed to COUNTY is destroyed or damaged beyond repair in ITS's reasonable judgment by an event of Force Majeure, ITS shall use commercially reasonable efforts to relocate the impacted fibers licensed to COUNTY.

5.4 Restriction of Access – ITS's license does not include the right of ITS to own, control, maintain, modify, or revise ITS Dark Fiber including but not limited to access to manholes, pulling fibers through conduit, splicing fibers, or the right of physical access to, to locate any equipment in the COUNTY obtained public right-of-way, or the right to encumber in any manner, or other use of the Dark Fibers, except as provided for in this Agreement. Not withstanding the forgoing, nothing in this section prevents ITS from obtaining separate right-of-way and installing ITS equipment in such right-of-way that may be adjacent or contiguous with the COUNTY obtained right-of-way. Total control of ITS Dark Fiber shall remain in the COUNTY.

5.5 Each Party shall maintain the fibers in their respective networks including emergency repairs, pursuant to EXHIBIT "F", maintenance specifications and procedures, and in accordance with the applicable provisions of local, state and federal occupational safety and health laws as well as testing, inspection repair, rerouting and additional splices.

The Parties may perform such maintenance with its own crews, contractor(s) or subcontractor(s) provided that the Parties will require its contractor(s) or subcontractor(s) to perform maintenance to all fibers in accordance with the requirements and procedures set forth in this Agreement; and if either Party delegates, contracts or subcontracts any or all of its duties under this Agreement that Party shall be liable for its duties under this Agreement including all duties delegated to contractors and subcontractors. The Parties escalation list described in Exhibit "F" shall continue to be that of the Parties as opposed to having an escalation list applicable for each delegate, contractor or subcontractor.

5.6 Maintenance in connection with the cable shall be performed in a good and workmanlike manner, using good engineering practices in accordance with all applicable Law, and so as to maintain the cable, and splicing. **ITS** and **COUNTY** will have the sole power to arrange and shall arrange in their reasonable discretion for testing, inspection, maintenance, and repair of the cable in their respective networks and splicing related thereto in accordance with industry standards, the Fiber Specifications, law, and this Agreement. **ITS** and **COUNTY** shall cooperate with each other to accomplish any said testing required to be made under this Agreement. Neither **ITS** or **COUNTY** shall rearrange, move, disconnect, remove, maintain, repair or attempt to rearrange, move,

disconnect, remove, maintain, or repair the cable, fiber, or equipment owned or controlled by the other without the prior written consent of the other.

5.7 **ITS** and **COUNTY** shall provide Scheduled Maintenance and Unscheduled Maintenance, each as defined below, for testing, regular inspection, maintenance, and repair of their respective networks, cable, and fibers. **ITS** and **COUNTY**'S maintenance employees shall correct or repair the subject cable discontinuity or damage, including Emergency Unscheduled Maintenance. Both **ITS** and **COUNTY** has the exclusive control and responsibility to install, test, inspect, maintain, and repair all of its own equipment. Installation and maintenance in connection with this Agreement shall be performed in a good and workmanlike manner, using good engineering practices, in accordance with all applicable Law, and so as to install and maintain the said equipment in accordance with industry standards with either no interruption in service or the least amount of interruption possible.

5.8 Scheduled Maintenance means (1) maintenance of a "Call Before you Dig or similar program and all required and related cable locates; (2) maintenance of cable markings, as permitted by the underlying right-of-way with the contact number of the local "Call Before you Dig" or similar organization and the "800" number for its "Call Before you Dig" program.

5.9 Unscheduled Maintenance means non-routine maintenance and repair not included in Scheduled Maintenance, namely, (1) "Emergency Unscheduled Maintenance" in response to an alarm identification by either party, notification by **ITS** or **COUNTY** respectively, or notification by any third party of any failure, interruption or impairment in the operation of the subject cable, or fibers or any event imminently likely to cause the failure, interruption, or impairment of the operation of the subject cable, or fibers; and (2) "Non-Emergency Unscheduled Maintenance" in response to any potential (although not imminent) service-affecting situation to prevent any failure, interruption or impairment of the operation of the subject cable or fibers.

5.10 Upon notice of need for Unscheduled Maintenance of the cable or fibers owned or controlled by the respective Parties, the requesting Party, (Requesting Party") will promptly report to the other Party, (Receiving Party) the need for Unscheduled Maintenance of the cable or Fibers. The Receiving Party will log the time of the report. The Receiving Party upon being notified by the other Party of a maintenance or repair problem with the cable or fibers shall take reasonable action to determine if the suspected problem is within the subject cable or fibers located within the cable. If the problem is in the Receiving Party's network, the Receiving Party shall take corrective action. If after taking such reasonable action, to determine the location of the problem, it is determined that the problem is not in Receiving Party's network the Receiving Party shall notify the Reporting Party as soon as reasonably possible and the Reporting Party will use their best effort to determine if the problem is in the Reporting Party's network . During unscheduled maintenance any unlit fibers will be the lowest repair priority. The unlit fiber repair may be scheduled for the next available work period.

5.11 Neither Party will be responsible for the maintenance and repair of the other Party's optronics, electronics, optical or electrical equipment, materials, facilities, or other equipment used in connection with the use of Dark Fibers Such maintenance, repair and replacement of the electronics shall be the owner's sole responsibility and expense.

5.12 Each Party agrees to work in a reasonably cooperative effort with the other to attempt to identify maintenance and repair problems in the cable or fibers. Without limiting the generality of the foregoing and in the event that any Scheduled Maintenance or Unscheduled Maintenance requires a reconfiguration involving cable, fibers, or other facilities associated with the licenses of the cable or fiber of the other party, then the other party shall, at a reasonable request, make the other party's personnel available as may be reasonably necessary to permit the accomplishment of such maintenance, which personnel shall coordinate and cooperate in performing such maintenance.

5.13 **ITS** shall not have access to COUNTY splice enclosures or **COUNTY** handholes and the **COUNTY** shall not have access to ITS splice enclosures or COUNTY handholes. . All splices on the **ITS** network shall be performed by **ITS** and all splices on the **COUNTY** network shall be performed by the **COUNTY**. **ITS** and **COUNTY** agree to use reasonable efforts to repair the cable or fiber problems in their respective networks as quickly as possible.

6 CABLE SPECIFICATION

6.1 Dark Fibers – the **ITS** Network and **COUNTY** Network are a combination of existing fibers and fibers that are being constructed.

6.2 Optical Fiber Specifications – The Parties agree that the dark fibers in the **ITS** Network and the **COUNTY** Network are compatible and will support the same transmission speeds and signals without the need for repeaters. All work and materials must comply with the specifications set forth in Appendix J, K, and L of the RFP.

6.3 **COUNTY** will identify the specific six fibers that will constitute the **ITS** dark fibers in the **COUNTY** Network. **ITS** will identify the specific six fibers that will constitute the **COUNTY** dark fibers in the **ITS** Network.

6.4 The Parties agree to protect their respective network systems from foreign voltage, grounded with an industry-accepted system and marked with cable markers and tape as appropriate.

6.5 Service Level Agreement – the Service Level Agreement that the parties agree to comply with is attached hereto and incorporated herein as EXHIBIT "F"

7 OWNERSHIP, OPERATION OF CABLE, PICs, RELATED EQUIPMENT

7.1 Ownership Each Party shall own the facilities including but not limited to cable, fiber, handholes, electronics and any associated hardware on its side of the POI and Demarcation Points. This Agreement grants no implied interest to either **ITS** or **COUNTY** in either's facilities and all interests shall remain in **ITS** and **COUNTY** respectively except for any interest expressly provided for in this Agreement.

7.2 Legal title to **COUNTY** Dark Fiber shall at all times be vested in **ITS** and legal title to ITS Dark Fiber shall at all times be vested in COUNTY. The license granted to ITS by the COUNTY and to the COUNTY by ITS shall not create or vest in the other any easement, interest , or any other ownership or property right of any nature in the other's dark fiber or Network, except as granted herein. Neither Party has granted any security interest in its dark fibers or Network or any component thereof to the other.

7.3 Liens and Encumbrances – Except as set forth in this Agreement **ITS** shall not, directly or indirectly create or be permitted to impose any lien on the ITS Dark Fiber or on the rights or title relating thereto, or any interest therein, or in this Agreement. **ITS** shall promptly, at its own expense take action as may be necessary to duly discharge any lien created by it or permitted by it to be imposed on the fiber licensed to **ITS**.

7.4 Liens and Encumbrances – Except as set forth in this Agreement **COUNTY** shall not, directly or indirectly create or be permitted to impose any lien on the COUNTY Dark Fiber or on the rights or title relating thereto, or any interest therein, or in this Agreement. **COUNTY** shall promptly, at its own expense take action as may be necessary to duly discharge any lien created by it or permitted by it to be imposed on the fiber licensed to **COUNTY**.

8 INSURANCE

8.1 Each party shall obtain and maintain at its expense comprehensive general liability Insurance and Workers' Compensation coverage;

8.2 Certificate or Insurance – One (1) certified true copy of the policy/policies must be furnished by **ITS** to the **COUNTY** prior to commencement of this Agreement. The Certificate(s) of Insurance must indicate Martin County Board of County Commissioners as additional named insured on all policies. The Statement "Additional Insured" is to be listed in the Description Block of the Insurance Certificate. The indication that Martin County Board of County Commissioners as a Certificate Holder is not sufficient for this issue. The COUNTY is a member of the Treasure Coast Risk Management Program (TRICO) which is a qualified self-insurer in the State of Florida and is granted immunity under Section 768.28 Fla. Stat. COUNTY shall provide ITS with proof of its membership in TRICO prior to commencement of this Agreement.

8.3 General Insurance Requirements – County's contractors, subcontractors, consultants and professionals shall be required to carry the following insurance listed below in Sections 8.3.1 to 8.3.7. **ITS** and where designated its subcontractors, subconsultants, and professionals shall obtain and maintain during the full duration of this Agreement, and through any period of limitations allowed by law for actions for personal injury, bodily injury, disease, death, property damages and other losses or damages required to be insured hereunder, the following insurance coverage's, in the type, amounts, terms and in conformance with the following minimum requirements:

8.3.1 All policies and endorsements shall be issued on Insurance Service Office (ISO) forms or on forms providing broader and no less restrictive coverage. Notwithstanding the foregoing, the form and content of all policies and endorsements must be acceptable to the **COUNTY** and **ITS**.

8.3.2 The Policy(s) shall provide for thirty (30) days prior written notice of the **COUNTY** and **ITS**, by registered or certified mail, if cancellation or any change that will reduce coverage required herein.

8.3.3 The policy(s) shall be written for $1,000,000.00 per person and an aggregate of $2,000,000.00 per occurrence.

8.3.4 All liability policies required herein shall be written on an occurrence basis only.

8.3.5 All policies shall name the **COUNTY**, its commissioners and staff as additional named insured as their interest may appear under this Agreement.

8.3.6 All insurers shall agree to waive all rights of subrogation against the **COUNTY**, each individual member of the Board of County Commissioners, Constitutional Officers or staff, and **ITS**.

8.3.7 Each Party shall be solely responsible for its payment of all premiums for insurance required under this Agreement and shall be solely responsible for the payment of all deductible to which its policies are subject.

9.1 **Specific Insurance Limits**

9.1 Workers' Compensation – **ITS** and its subcontractors shall carry Workers' Compensation insurance on of all employees who are required to provide a service under this Agreement, as required by Chapter 440, Florida Statutes and Employers Liability of limits no less than:

$500,000	each accident
$500,000	disease – policy limit
$500,000	each employee

9.2 Commercial General Liability – ITS and its subcontractors shall carry General Liability Insurance including but not limited to coverage for bodily injury, advertising injury, products and completed operations, contractual liability and independent contractors with minimum limits of $1,000,000.00 per occurrence and $2,000,000 per location aggregate covering this Agreement. The insurance shall include all major divisions of coverage and shall be on a comprehensive general basis including Premises and Operations (including X-C-U), CONTRACTOR'S Protective, Products and Completed Operations.

9.3 Automobile Liability Coverage – ITS and its subcontractors shall carry Automobile Liability Coverage. This coverage shall include all owned, hired, and non-owned vehicles at a minimum combined single limit of $1,000,000.00.

9.4 Umbrella Liability – ITS shall carry an umbrella liability policy including the Employers Liability, general liability and automobile in underlying policy schedule, with limits of not less than $1,000,000.00.

9.5 Professional Liability Insurance – **ITS** shall maintain, or cause to be maintained through the Engineer of Record, professional liability insurance of $2,000,000.00 per occurrence and $3,000,000.00 Aggregate, with a deductible not to exceed $50,000.00; the Engineer's policy cannot be a "declining balance for defense costs" policy. This coverage shall be maintained for at least four (4) years from the date of execution of this agreement.

9.6 County's Insurance is limited to the following:

Liability insurance: COUNTY is a member of the Treasure Cost Risk Management Program (TRICO) which is a qualified self-insurer in the State of Florida and is granted immunity under Section 768.28 Fla. Stat. (as it is now written and as it may be amended by the legislature at future dates). Liability is limited to $100,000.00 per claimant, $200,000.00 per claim or occurrence for negligent acts of the Board of County Commissioners.

Workers' Compensation Insurance: Statutory limits provided; $1,000,000.00 Employer Liability Coverage

9.7 Waiver of Subrogation – **ITS** and all Engineers of record hereby waive any and all rights of Subrogation against the **COUNTY**, its officers, employees and agents for each required policy. When required by the insurer, or should a policy condition not permit and insured to enter into a pre-loss agreement to waive subrogation without and endorsement, **ITS** and all Engineers of record shall agree to notify the insurer and request the policy be endorsed with a Waiver of Transfer of Rights of Recovery Against Others, or **ITS** equivalent. This Waiver of Subrogation requirement shall not apply to any policy, which a condition to the policy specifically prohibits such an endorsement, or voids coverage should the insured or the Engineer of record enter into such an agreement on a pre-loss basis.

10 INDEMNITY AND HOLD HARMLESS

10.1 **ITS** undertakes and agrees to protect, indemnify, defend and hold harmless **COUNTY** and all of its elected officials, officers and employees, agents and volunteers form and against any and all suits and causes of action, claims charges, damages, demands, judgments, civil fines. Penalties, costs, attorneys fees and costs, expenses or losses of any kind or nature whatsoever, for death bodily injury or personal injury to any person including **ITS** employees and agents, or damage or destruction to any property arising out of **ITS** negligent acts, errors, omissions or willful misconduct incident to the performance of this Agreement or use of the **ITS** fiber system.

10.2 To the extent permitted by Section 768.28 Fla. Stat. COUNTY agrees to be responsible for the negligent acts or omissions of the COUNTY and its employees and agents, in connection with this Agreement and agrees to be responsible for any damages proximately caused by such acts or omissions. Provided however, nothing contained herein is intended to serve as a waiver of the COUNTY'S sovereign immunity afforded by Florida Law, a waiver of the provisions of Section 768.28 Fla. Stat. or as consent by the COUNTY to be sued by third parties in any manner arising out of this Agreement.

10.3 Notwithstanding any provision of this Agreement to the contrary, neither Party shall be liable to the other Party for any special, incidental, indirect. Punitive or consequential damages, whether foreseeable or not, arising out of, or in connection with such party's failure to perform its respective obligations or breach of its respective representations hereunder, including but not limited to, damage or loss of property or equipment. Loss of profits or revenue, anticipatory profits, cost of capital, cost of replacement services (whether arising out of transmission interruptions or problems, any interruption or degradation of service or otherwise), in each case whether occasioned by any construction, reconstruction, relocation, repair or maintenance performed by, or failed to be performed by, the other party or any other cause whatsoever, including breach of contract, breach of warranty, negligence, or strict liability. All claims with respect to which special, incidental, indirect, punitive or consequential damages are hereby specifically waived. Without limitation any liability of **ITS** to the **COUNTY** and **COUNTY** to **ITS** arising from or related in any manner to this agreement, including without limitation any liability for interruptions or outages shall be limited to replacement or repair of the affected network in accordance with the terms of the maintenance as set forth herein and **ITS** and **COUNTY** expressly waive any right they may have to any other measure of damages, statutory or otherwise. The foregoing limitations do not apply to any indemnification obligations herein.

11 DEFAULT

11.1 Neither party shall be in default under this Agreement unless and until it has been given written notice of default by the other party and shall have failed to cure such default within ten (10) days, except for emergencies which must have repairs started within twenty-four (24) hours and completed in forty-eight (48) hours. Where a default cannot reasonably be cured within ten (10) days the defaulting party must proceed to cure the default with due diligence, the time for curing such default shall be extended for such period of time as may be necessary to complete such cure. Failure to cure any default within ten (10) days plus any extension the party giving notice of the default may thereupon terminate this Agreement by providing written notice of termination. Subject to the above, upon default by either party, the non-defaulting party shall have the right to pursue any and all remedies available at law and/or equity. In addition to the promises and covenants of the parties herein, **ITS** will be in default under this Agreement if **ITS** files a voluntary petition in bankruptcy or if any proceedings based on the insolvency of **ITS** or relating to bankruptcy proceedings, a receiver or trustee shall be appointed for **ITS** or **ITS** acknowledges in writing **ITS** inability to pay **ITS** obligations as they become due.

12 EMINENT DOMAIN

12.1 Condemnation - In the event any portion of the ITS Dark Fiber or COUNTY Dark Fibers , and/or the rights-of-way in or upon which they shall have been installed become the subject of a condemnation proceeding which is not dismissed within one hundred-eighty (180) days of the date of filing and which could reasonably be expected to result in a taking by any governmental agency or other party cloaked with the power of eminent domain for public purpose or use, both parties shall be entitled, to the extent permitted under applicable law, to participate in any condemnation proceedings to obtain compensation for economic value of their respective interests in the portion of the network subject to condemnation.

12.2 Upon receipt of a Notice of Condemnation or taking, the party receiving such notice shall notify the other Party of any condemnation proceeding impacting the fiber licensed under this Agreement and or the Rights-of-Way in or upon which the fibers are installed. Subject to the foregoing, if all or any portion of the Dark Fiber or the Rights-of-way in or upon which the fibers are installed is taken for any public or quasi-public purposes by any apparent lawful power or authority by the exercise of the right of condemnation or eminent domain, The Party's who owns the affected cable shall relocate the cable according to Section 5 of this Agreement.

If there is a taking of dark fibers in either the COUNTY Network or the ITS Network by right or threat of eminent domain ("a Taking") which, as agreed by the parties would result in the remainder of either network's dark fibers being unable to be restored to a condition suitable for each other's use within ninety (90) days of the date of the taking, this Agreement shall terminate or the parties may amend this agreement to reflect the usage exchanged.

13 MISCELLANEOUS

13.1 Relationship of the parties – Nothing contained in this Agreement shall be deemed to constitute a partnership or agency agreement between **COUNTY** and **ITS** for any purposes, including but not limited to tax purposes.

13.2 Severability – All rights and restrictions herein apply only to the extent they do not violate applicable law and are limited to the extent necessary to be enforceable. The provisions of this Agreement shall be deemed severable, and the invalidity or unenforceability of any one or more of the provisions hereof shall not affect the validity and enforceability of the other provisions hereof.

13.3 Governing Law – This Agreement shall be governed by and construed in accordance with the laws of the State of Florida, the Nineteenth Judicial Circuit and the Federal Southern District of Florida.

13.4 Attorney's Fees – The parties expressly agree that each party will bear its own attorney's fees and court costs in connection with this Agreement

13.5 Waiver of Jury Trial - The parties expressly and specifically waive the right to a trial by jury as to any issues connected in any way to this Agreement.

13.6 Assignment and Sub-licensing – Neither the **COUNTY** nor **ITS** may assign their respective rights or obligations under this Agreement without the prior written consent of the other. Neither the **COUNTY** nor **ITS** may assign or sub-license their respective rights or obligations under this Agreement (including without limitation their rights with respect to each others network) without the prior written consent of the other. This Agreement shall be binding upon the parties and their respective successors and assigns.

13.7 Cumulative Remedies – All rights and remedies in this Agreement are cumulative and the exercise of any right or remedy should not be construed as an election of remedies and preclude the right to exercise any other right or remedy.

13.8 Notice – Any notice required or permitted to be given with regard to this Agreement shall be in writing and shall be deemed given five (5) days after delivered to Federal Express, other express delivery service, or the United States Postal Service, postage and charges prepaid, address as set forth below or such other representative at such other address as either party may designate by written notice. Rejection or other refusal to accept or the inability to deliver because of changed address of which no notice was given shall be deemed to constitute receipt of the notice, demand, request or communication sent.

COUNTY	**ITS**
Mr. Kevin Kryzda	Mr. Jeff Leslie
Martin County	ITS Telecommunications System
2401 SE Monterey Road	15925 Warfield Boulevard
Stuart, Florida 34996	Indiantown, Florida 34956

13.9 Construction – Headings at the beginning of any section, subsection, or subpart are solely for the convenience of the parties and are not a part of, and shall not be used to interpret this Agreement. This Agreement shall not be construed as if it had been prepared by one of the parties. Unless otherwise indicated, all references to sections and subsections are to this Agreement. References to sections include all subparts and subsections of the referenced section. All Attachments and Exhibits referred to in this Agreement are attached and incorporated herein by reference.

13.10 Third Parties – Nothing contained herein, express or implied, is intended to confer upon any person, other than the parties hereto and their permitted successors and assigns, any rights or remedies under or by reason of this Agreement.

13.11 Counterparts – This Agreement may be executed in counterparts, each of which shall be deemed to be an original, and taken together shall constitute one and the same instrument.

13.12 Entire Agreement – This Agreement contains the entire agreement of the parties and there are no representations, inducements, or other provisions other than those

expressed in writing. All changed, additions or deletions hereto must be in writing and signed by all parties.

13.13 Force Majeure – Neither party shall be liable to the other for any failure of performance under this Agreement due to causes beyond its control (except for the fulfillment of payment obligations set forth herein), but not limited to: acts of God, Fire, Flood, earthquake or other catastrophes; adverse weather conditions; material or facility shortages or unavailability not resulting from such Party's failure to timely place orders therefore; lack of transportation; national emergencies; insurrections, riots, wars; or strikes, lockouts, work stoppages or other labor difficulties.

13.14 Compliance with Law – Each party hereto agrees that it will perform its respective rights and obligations hereunder in accordance with all applicable laws, rules and regulations.

13.15 No Joint Venture – Nothing in this Agreement shall be construed to create a joint venture or partnership between the parties. Joint Ventures may be developed under separate arrangements.

13.16 No Third-Party Beneficiaries – Nothing in this Agreement shall be construed to create any rights in third parties. The parties agree that the terms of this Agreement and the parties' respective performance of obligations hereunder are not intended to benefit any person or entity not a party to this Agreement that the consideration provided by each under this Agreement only runs to the respective parties hereto, and that no person or entity not a party to this Agreement shall have any rights hereunder nor the right to require the performance hereunder by either the respective parties hereto.

13.17 Survival – The indemnity and hold harmless provisions described herein above and the limitations on liability provided herein shall survive termination of this Agreement.

13.18 Limitations – Under no circumstances shall COUNTY be held responsible for any transmissions over the COUNTY Dark Fiber and under no circumstances shall ITS be held responsible for any transmissions over the ITS Dark Fiber.

(rest of this page intentionally blank. Signature page follows)

IN WITNESS WHEREOF, the Parties have executed and delivered this Agreement effective the day and year first written above.

ATTEST:

Marsha Ewing by HStaggs-Tarwood

MARSHA EWING
CLERK OF THE CIRCUIT COURT

BOARD OF COUNTY COMMISSIONERS
MARTIN COUNTY, FLORIDA

EDWARD V. CIAMPI, CHAIRMAN

APPROVED AS TO FORM AND CORRECTNESS:

STEPHEN FRY, COUNTY ATTORNEY

ITS Telecommunications Systems, Inc.

Jeff Leslie, President/CEO

State of Florida
County of Martin

The foregoing instrument was acknowledged before me this ____ day of _____, 2010, by _____, to me known to be the person who signed the foregoing instrument or produced _____ as identification.

WITNESS my hand and official seal this _____ day of _____, 2010.

Notary Public

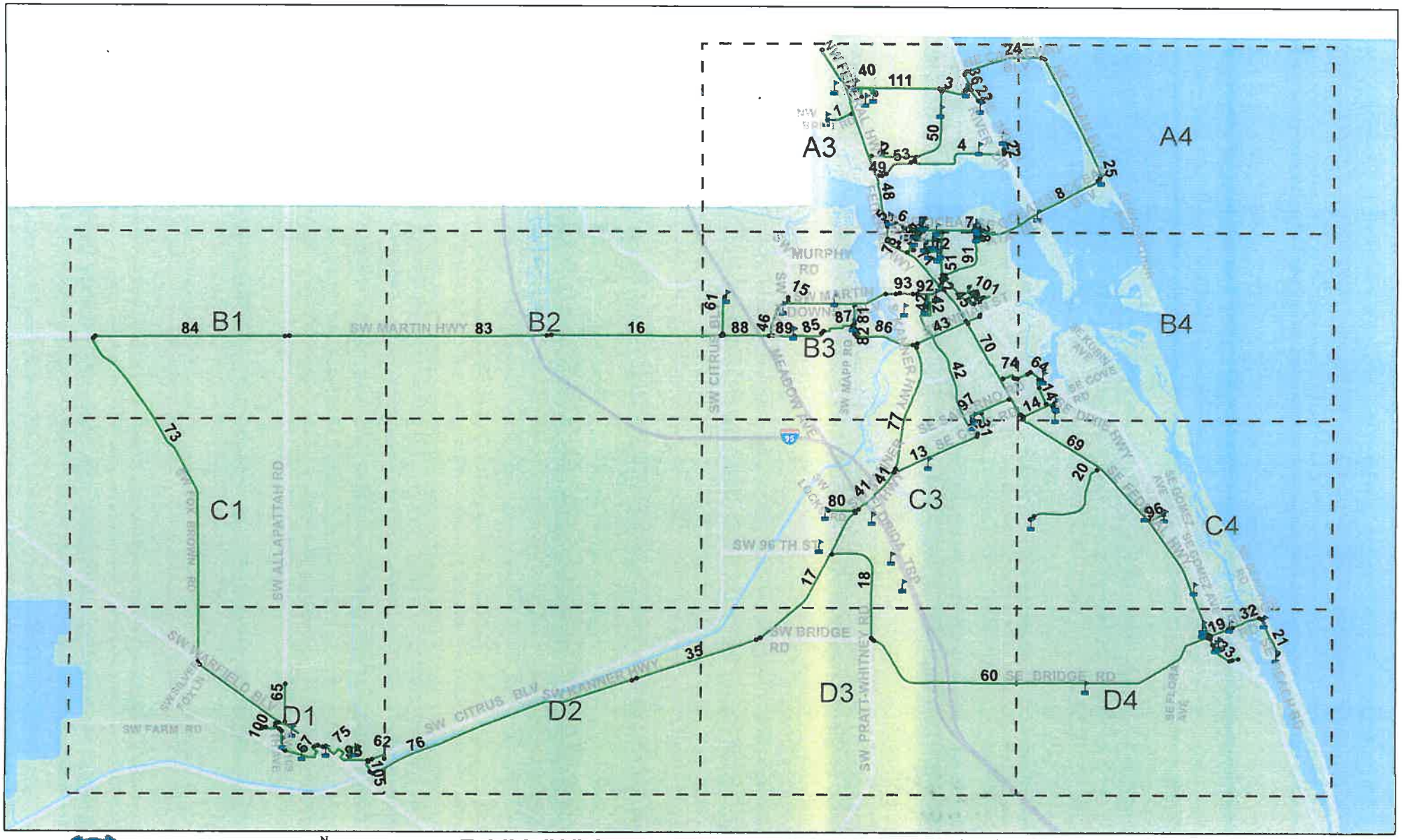
TERI A. PRYOR
MY COMMISSION EXPIRES
March 9, 2012
#DD 733521
Bonded thru
Notary Public Underwriters
NOTARY PUBLIC, STATE OF FLORIDA

State of Florida
County of MARTIN

The foregoing instrument was acknowledged before me this 3rd day of DECEMBER, 2010, by Jeff Leslie, to me known to be the person who signed the foregoing instrument ~~or produced~~ _____ ~~as identification~~.

WITNESS my hand and official seal this 3rd day of DECEMBER, 2010.

Teri A. Pryor
Notary Public



Nov 15, 2010

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Exhibit "A" Community Broadband Network

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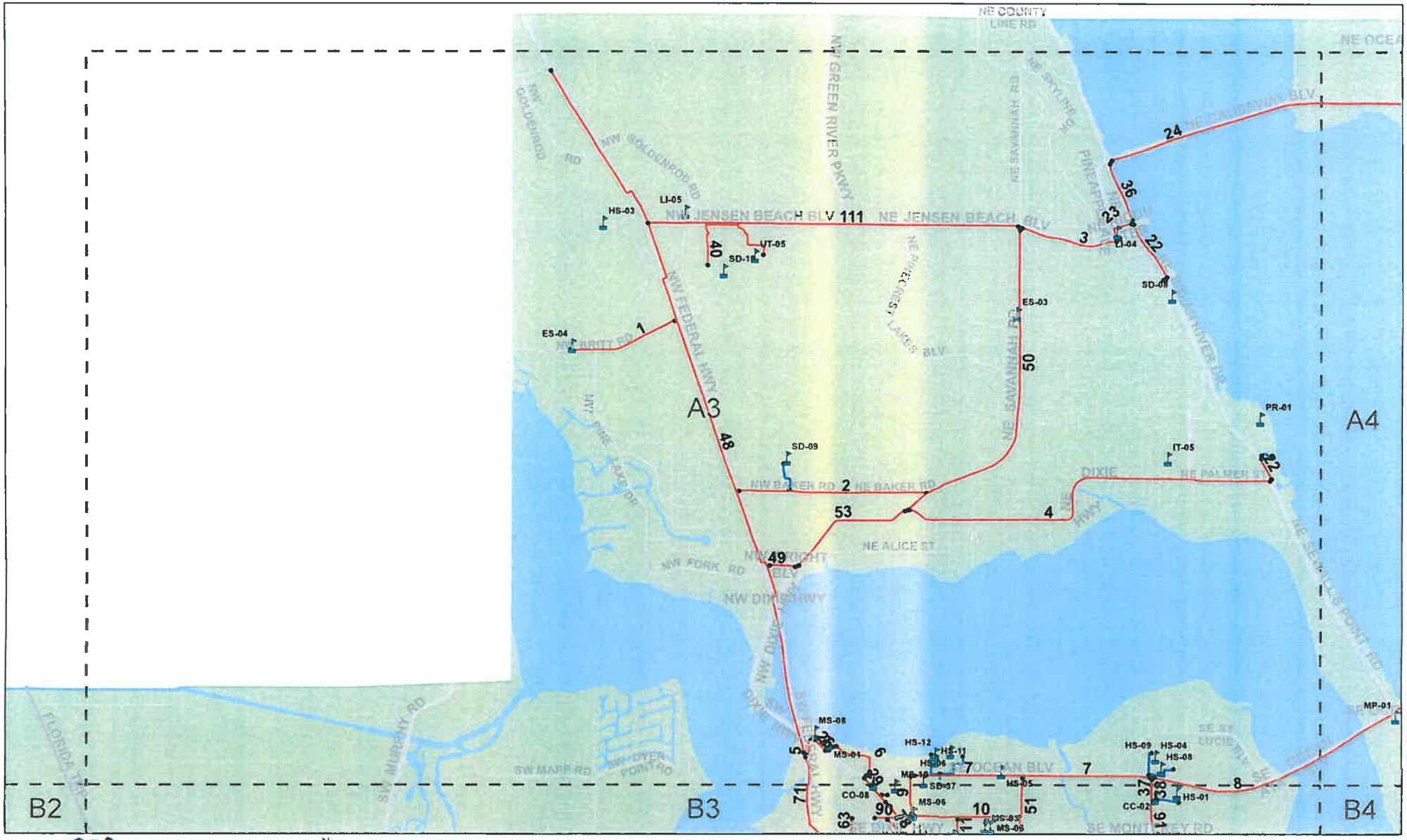

Nov 15, 2010

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Exhibit "A" Community Broadband Network

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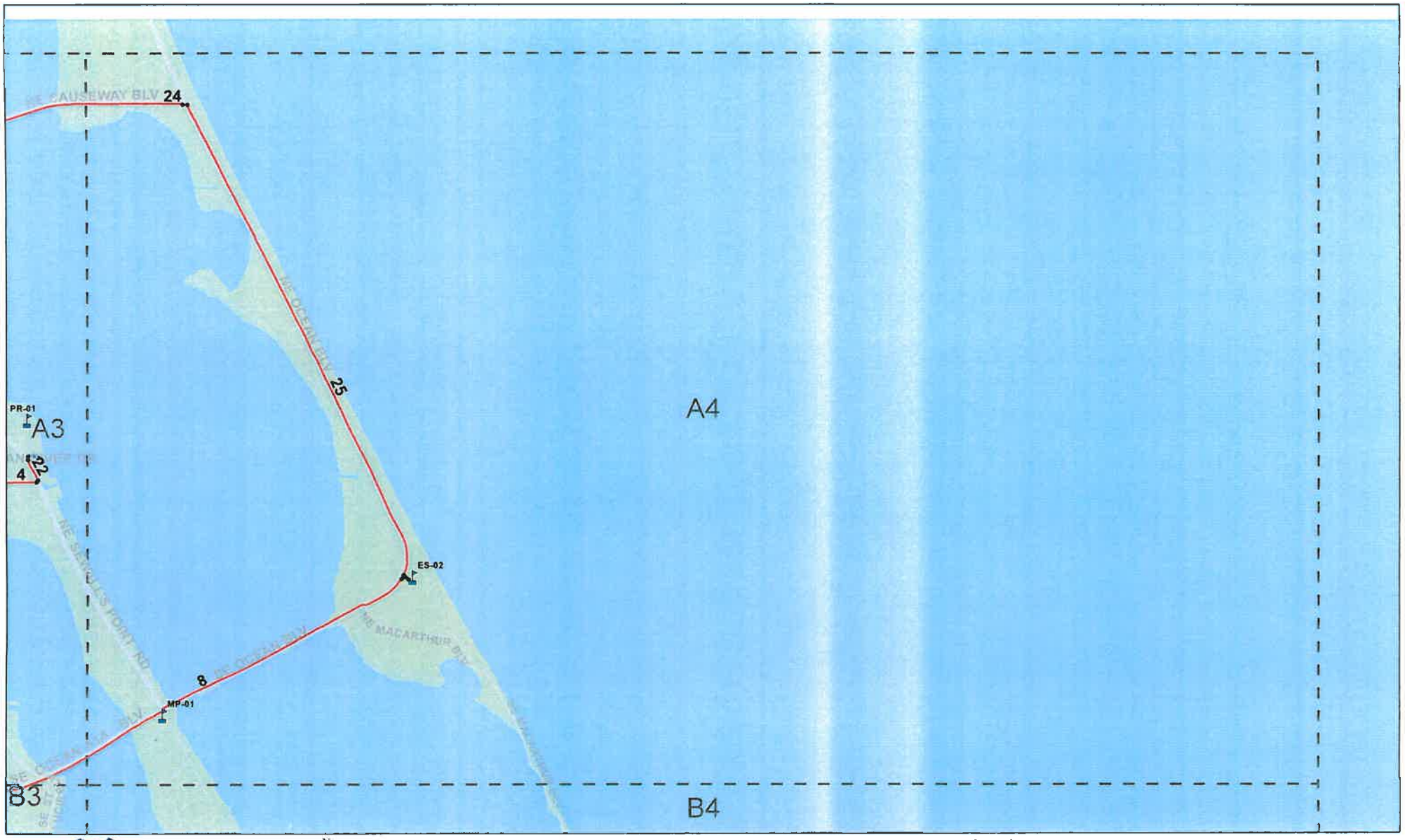

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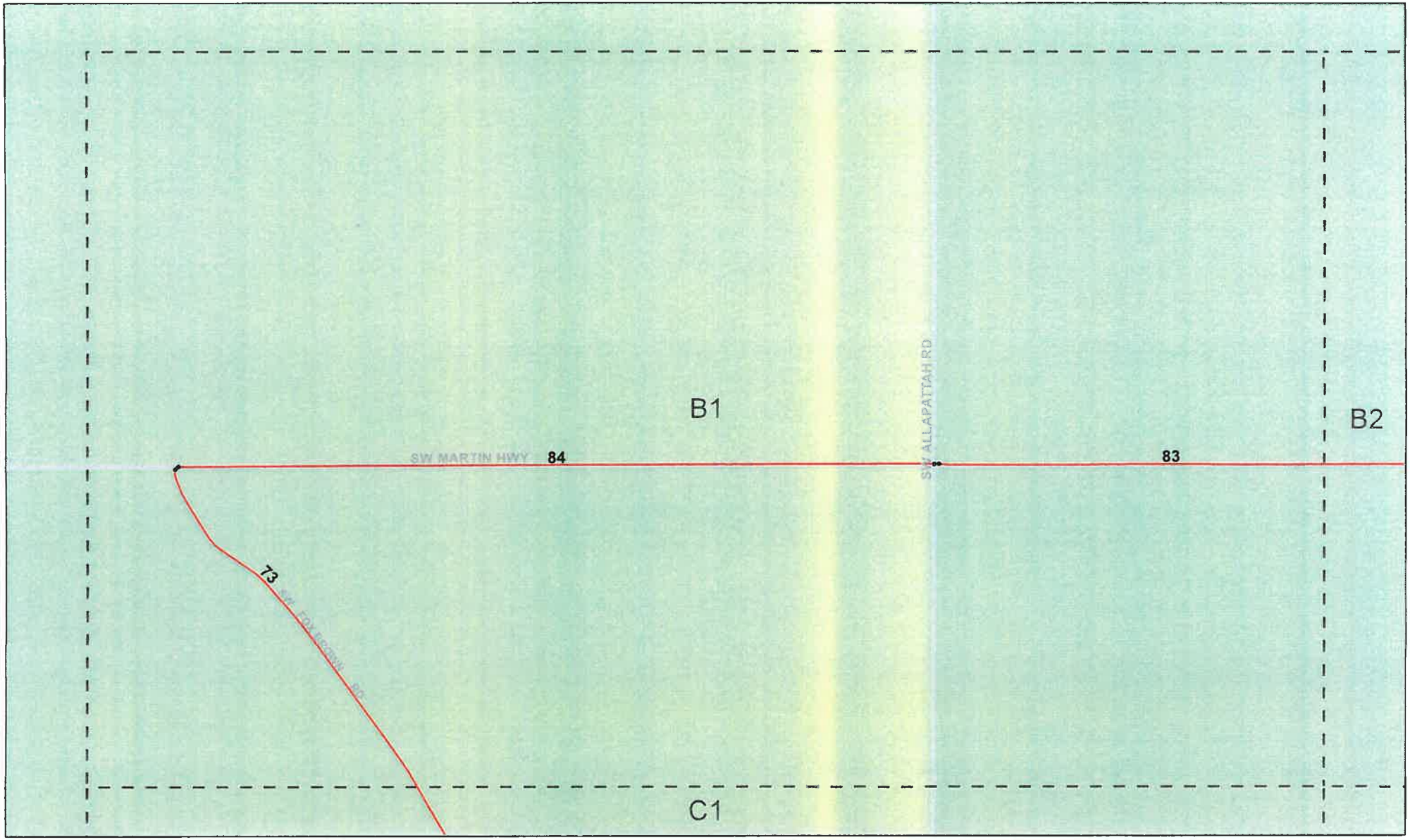

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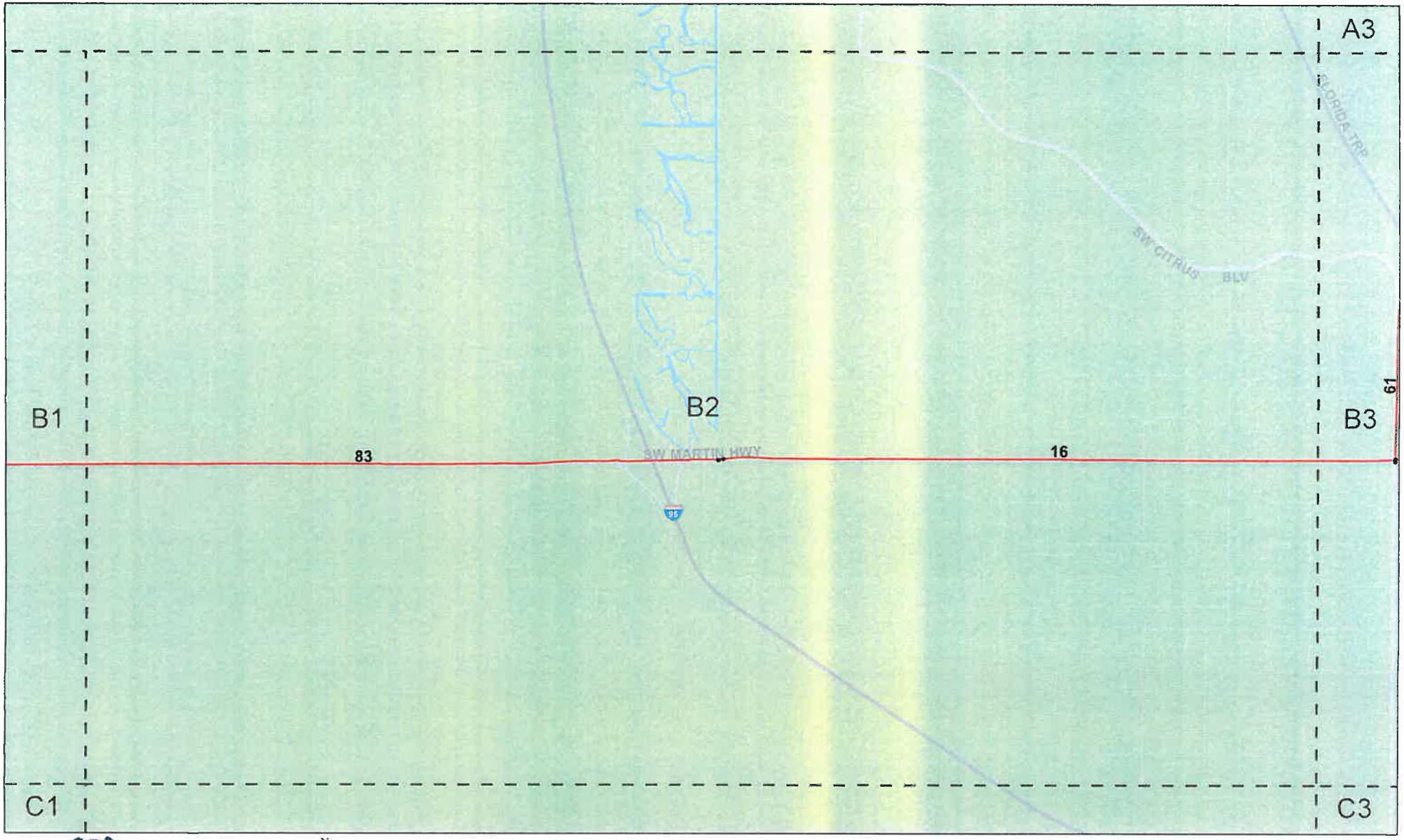

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Exhibit "A" Community Broadband Network

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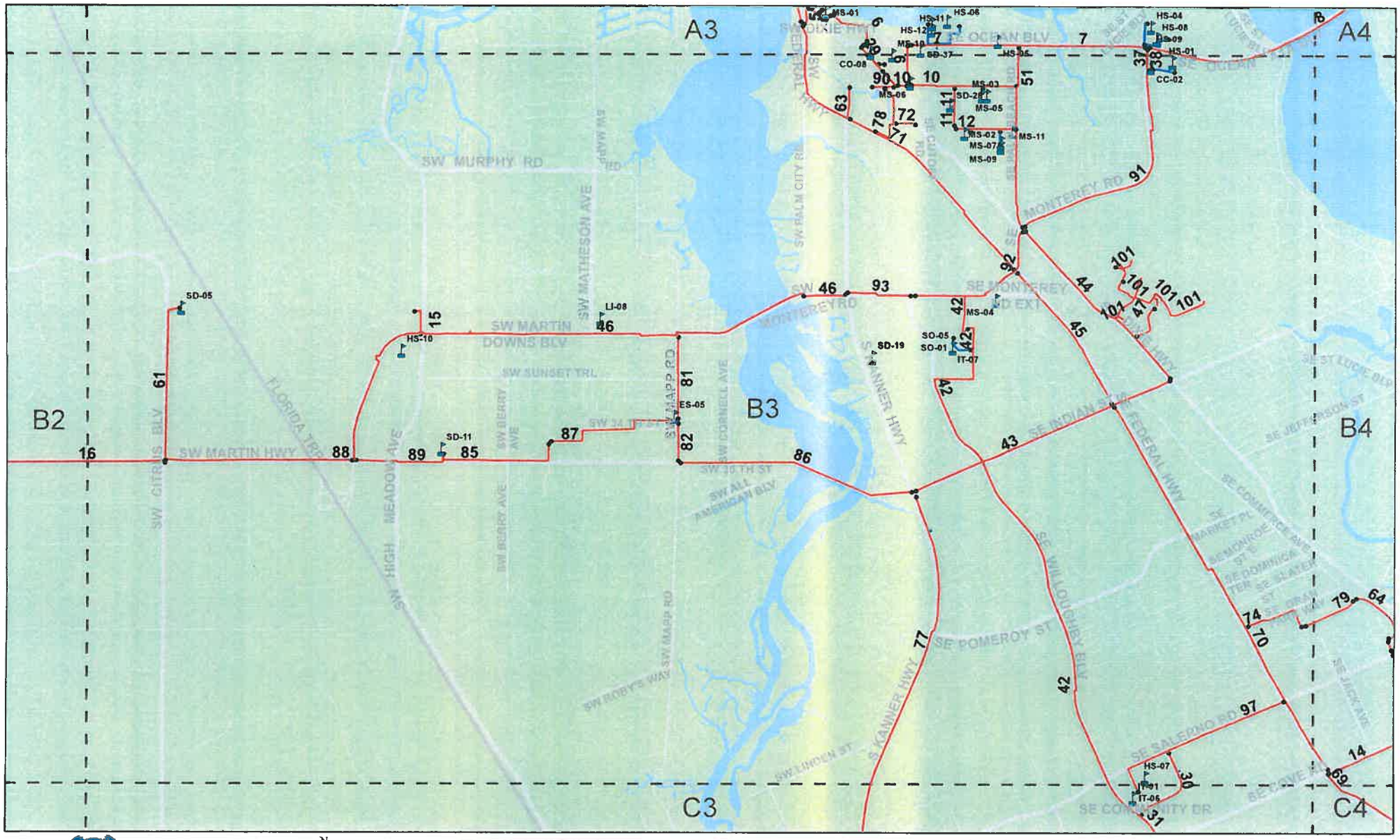

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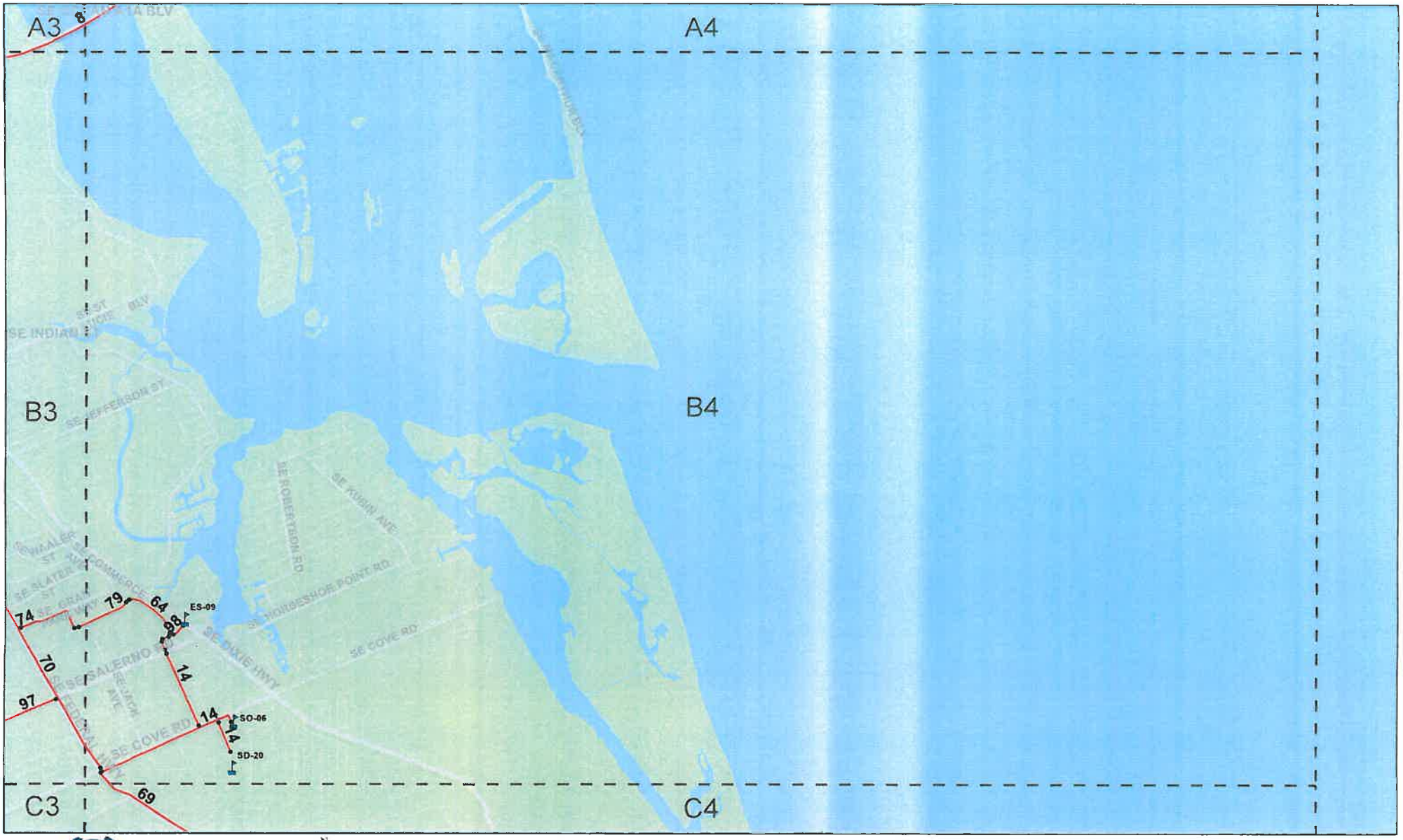

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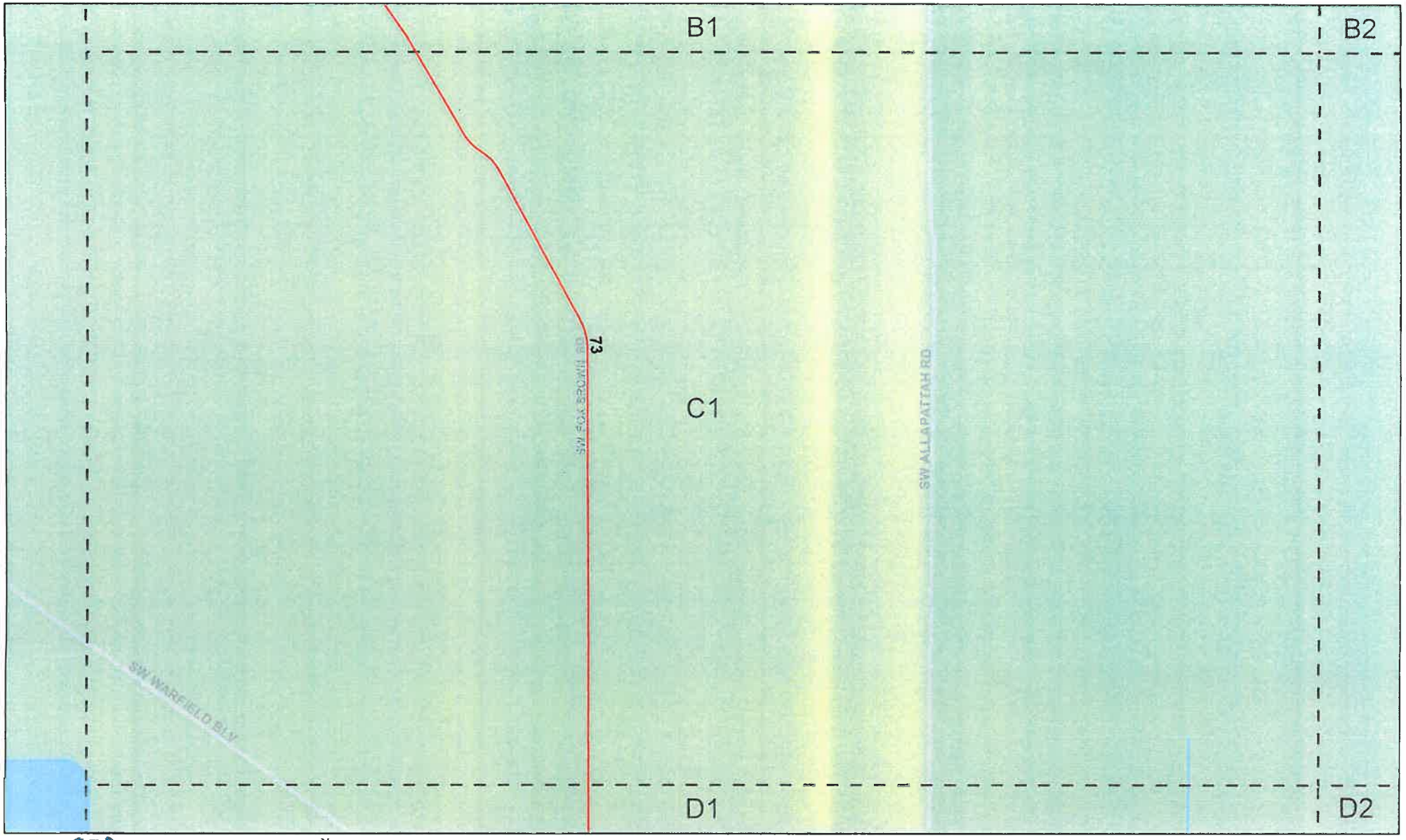

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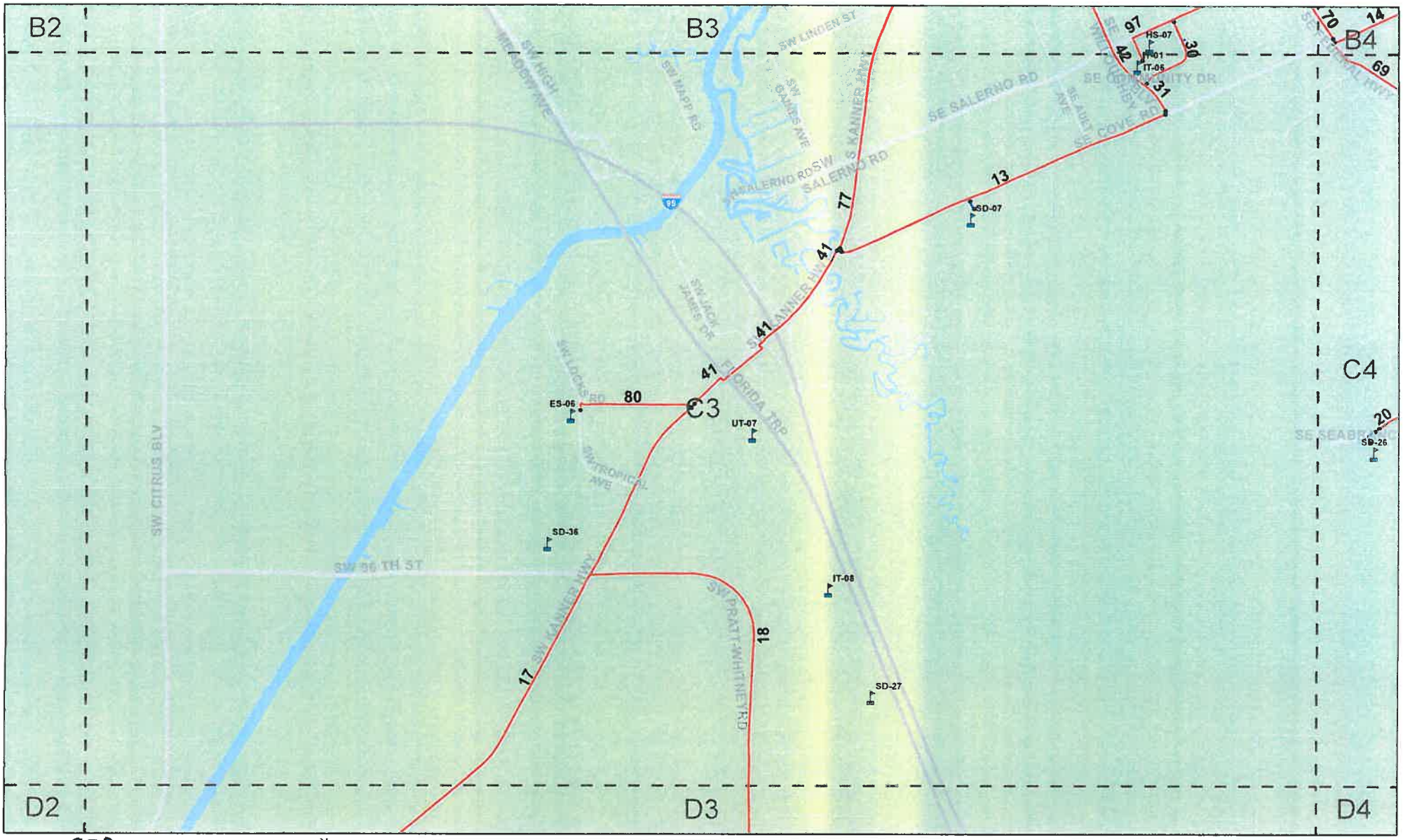

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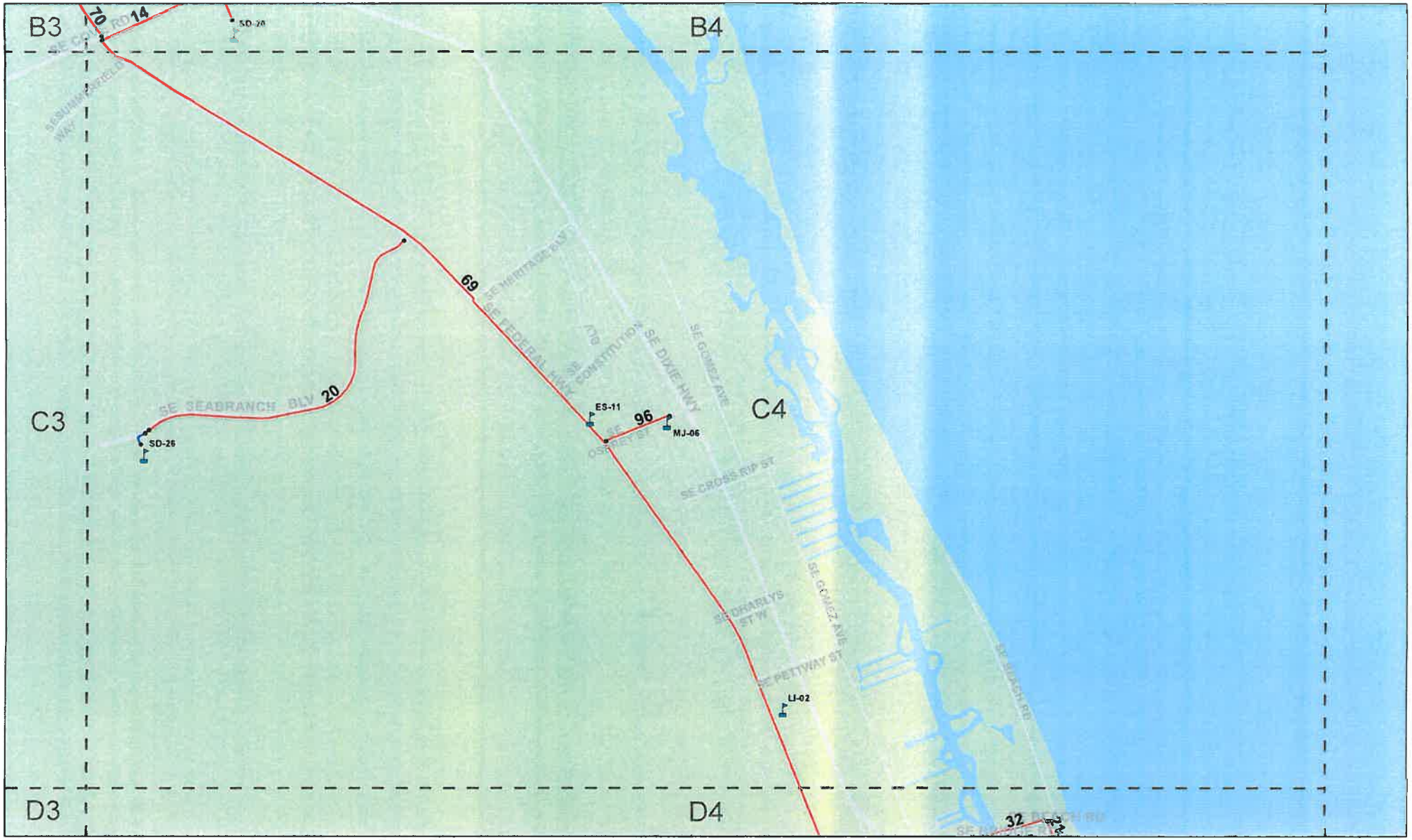

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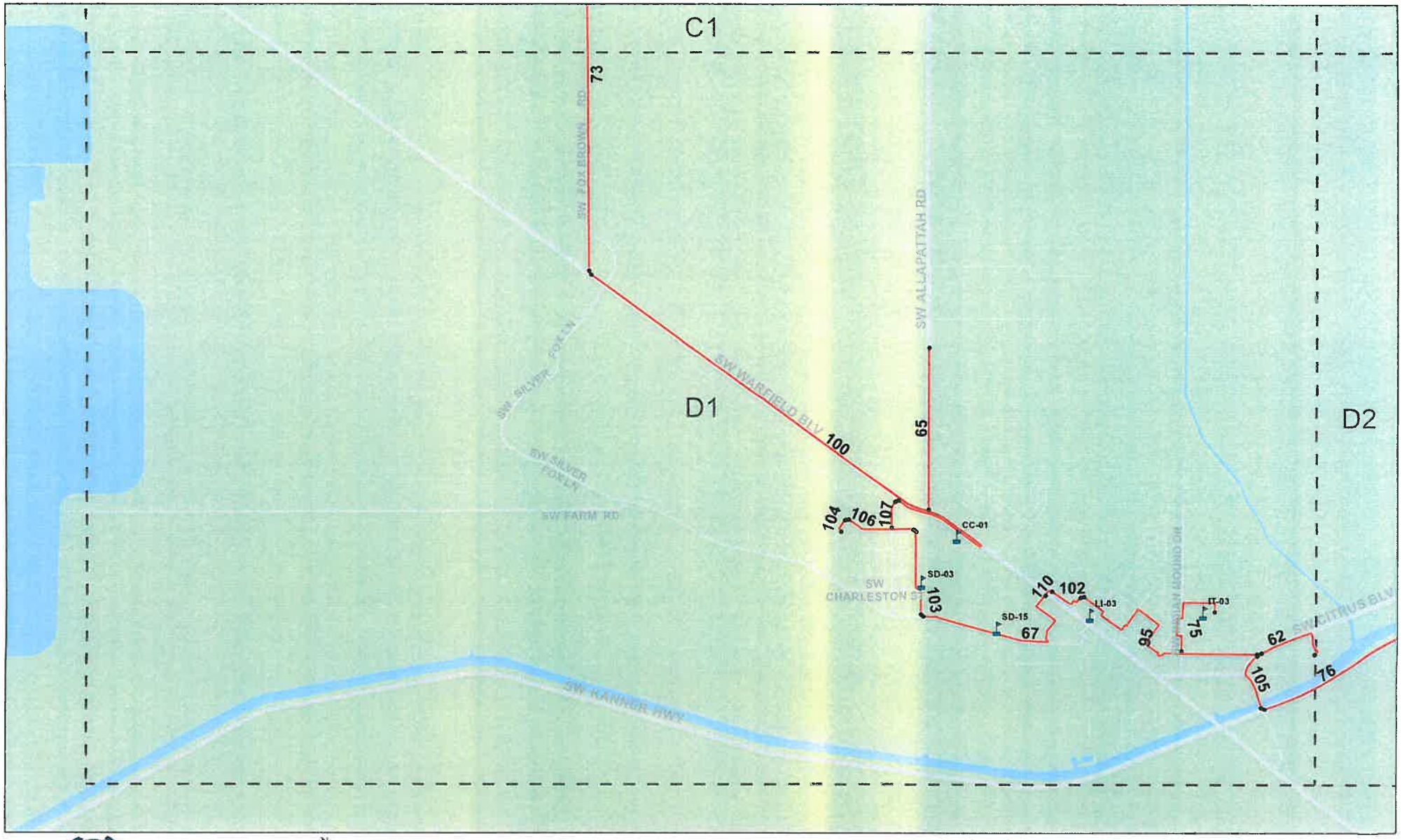

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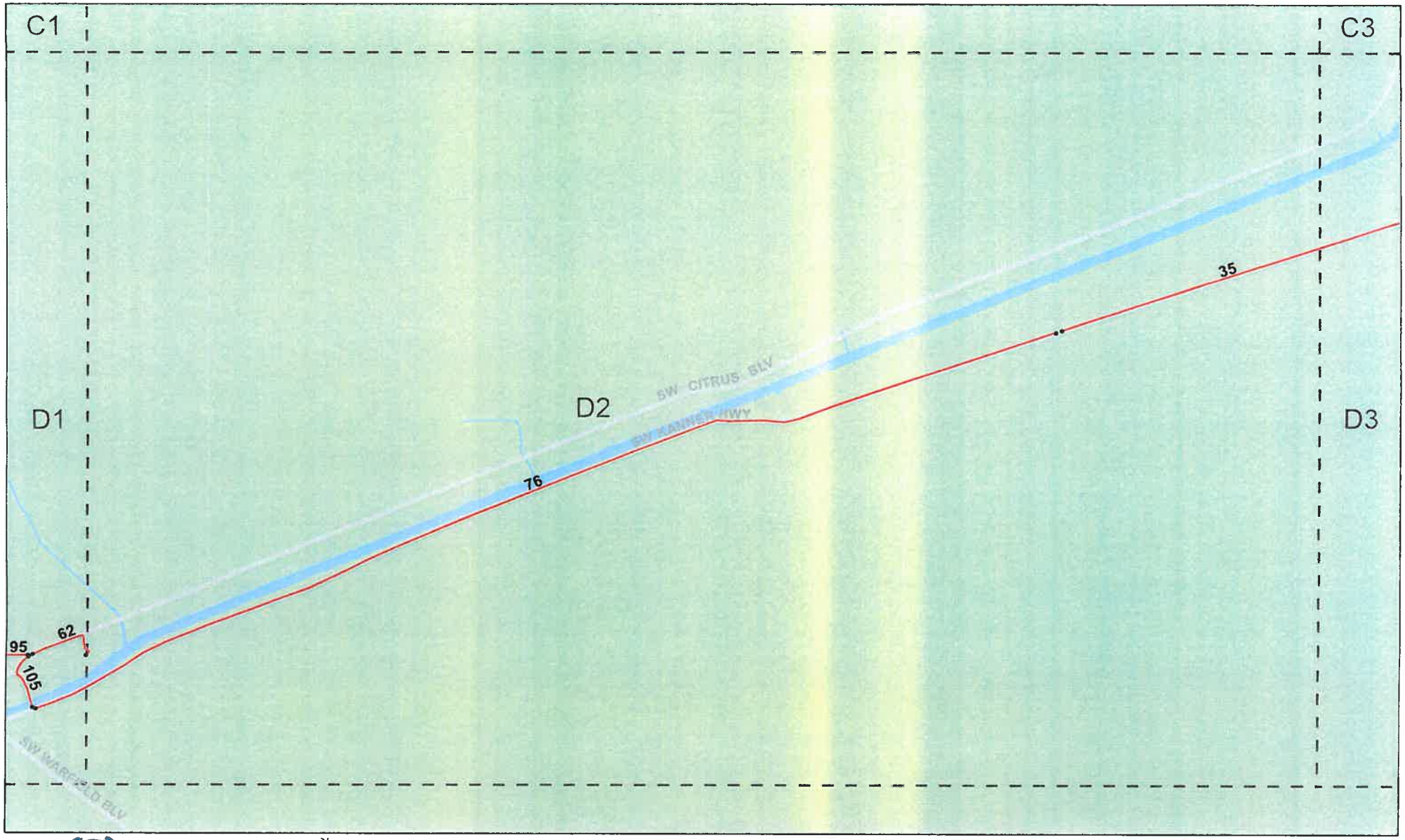

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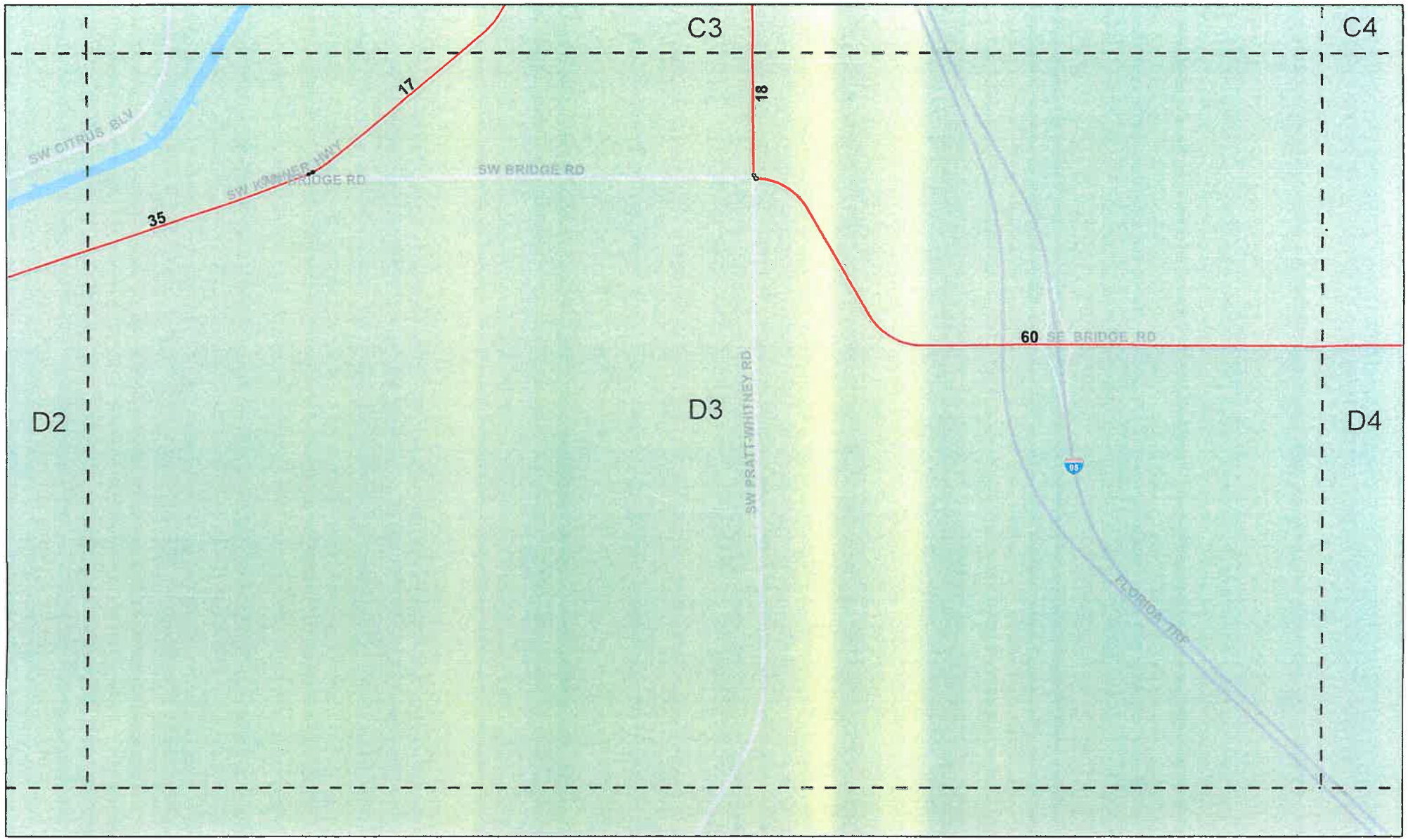

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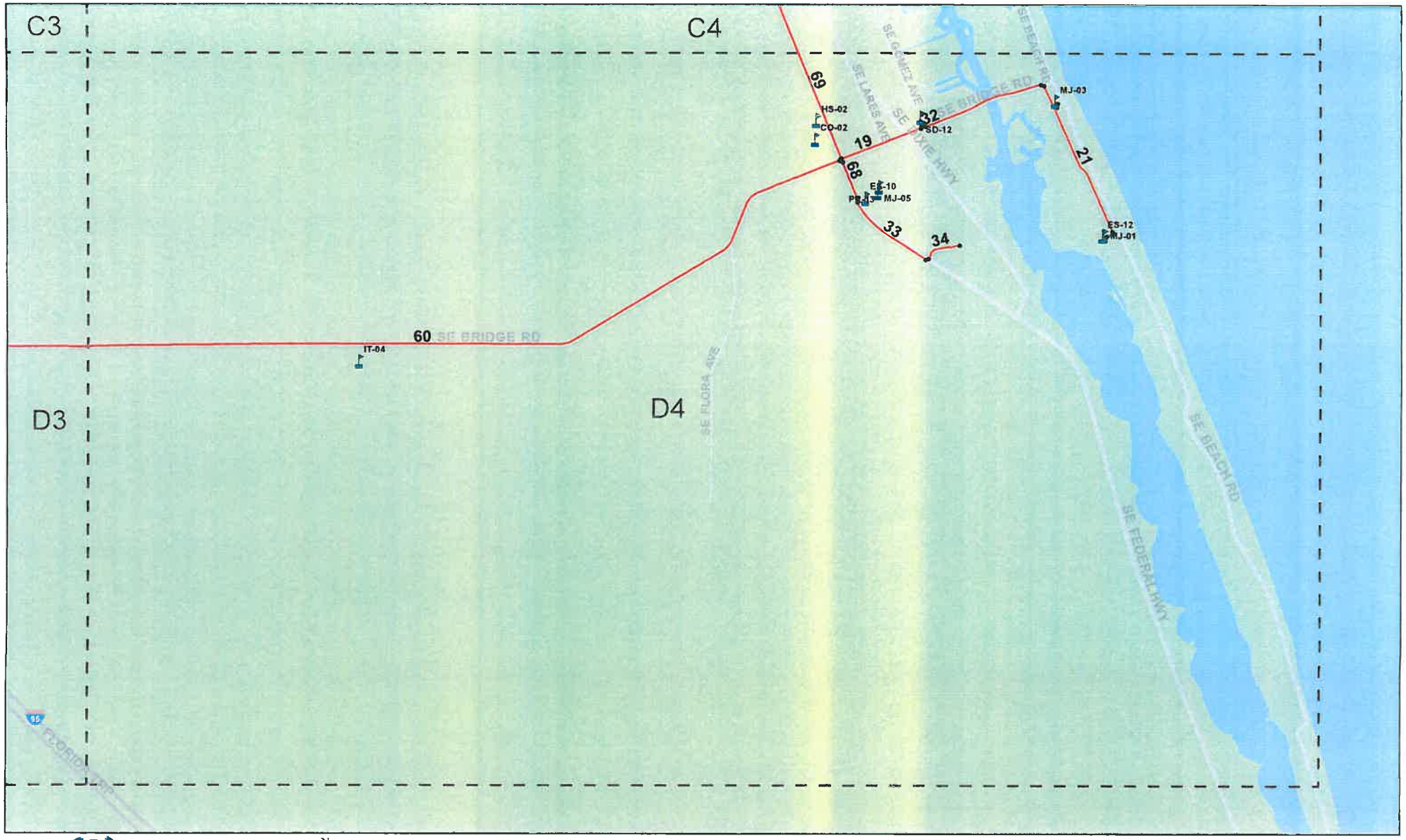

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Exhibit "A" Community Broadband Network

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EXHIBIT "B"

County Locations To Be Connected To ITS Telecom Fiber Network

Location #	Tier	Site ID	Name	Address	City
1	4	TW-07	SFWMD Tower on CR 609 *	CR 609 N of SR710	Indiantown
2	1	CC-01	Administration Annex	16550 SW Warfield Blvd	Indiantown
3	4	NP-03	Boys & Girls Club *	14555 174th Court	Indiantown
4	4	PR-45	Westbrook Park *	14555 174th Court	Indiantown
5	4	SO-04	Sheriff's Indiantown Field Office *	14555 174th Court	Indiantown
6	1	SD-03	Booker Head Start	16868 SW Palm Beach Rd	Indiantown
7	4	ES-08	Fire Station 26 Booker Park *	15101 SW 169th Ave.	Indiantown
8	1	SD-15	Indiantown Middle School	16303 SW Farm Rd	Indiantown
9	4	NP-10	Martin County YMCA *	16451 NW Farm Rd	Indiantown
10	4	CE-02	Central Office	15925 SW Warfield Blvd.	Indiantown
11	4	SC-05	Indiantown Education Center *	15655 SW Osceola St	Indiantown
12	1	LI-03	Indiantown Elisabeth Lahti Library	15200 SW Adams Ave	Indiantown
13	4	PR-21	Kiwanis - Post Family Park *	15700 SW Warfield Ave.	Indiantown
14	4	NP-09	Indiantown Community Service Center *	15516 SW Osceola St	Indiantown
15	4	SD-14	Indiantown Adult Learning Center	15255 SW Jackson Ave	Indiantown
16	4	SD-35	Warfield Elementary School	15261 SW 150th St	Indiantown
17	2	TW-02	Martin County Tower	15205 SW Indian Mound Dr	Indiantown
18	4	PR-05	Big Mound Community Center	15205 SW Indian Mound Dr	Indiantown
19	4	PR-44	Timer Powers Park	14100 SW Citrus Blvd	Indiantown

* Sites that may be connected at a later date.

EXHIBIT "C"

PCS Segment#	Highway/Street	From/To	Miles	City
83	Martin Hwy CR-714	Cobblestone to CR-609 Allapattah Road	6.00	Palm City
84	Martin Hwy CR-714	CR-609 Allapattah Road to Fox Brown Road	4.50	Indiantown
73	Fox Brown Road	Martin Hwy CR-714 to SR-710 Beeline Hwy	8.60	Indiantown
65	CR-609 Allapattah Road	SR-710 Beeline Hwy to SFWMD Tower	1.00	Indiantown
100	SR-710 Beeline Hwy	Fox Brown Road to Indianwood Drive	2.70	Indiantown
107	Martin Luther King Dr	Indianwood Drive to Lincoln St	1.30	Indiantown
106	Lincoln St	169th St to 174th Ct	0.40	Indiantown
104	174th Ct	Lincoln St to Sheriff's Substation	0.95	Indiantown
103	169th St	Lincoln St to Farm Road	0.60	Indiantown
67	Farm Road	169th St to SR-710 Beeline Hwy	1.30	Indiantown
110	Monroe Ave	SR-710 Beeline Hwy to 153rd St	0.05	Indiantown
102	153rd St	Monroe Ave to Washington Ave	0.10	Indiantown
95	Osceola St	Washington Ave to Citrus Blvd	2.26	Indiantown
75	Indian Mound Drive	Osceola St to Big Mound Park	0.20	Indiantown
62	Citrus Blvd	Osceola St to Timer Powers Park	0.40	Indiantown
105	Citrus Blvd	Osceola St to Kanner Hwy	0.40	Indiantown
76	Kanner Hwy	Box Ranch to SR-710 Beeline Hwy	6.40	Indiantown
	Laterals Estimated at 1000' for Each of the 19 Sites Connected by ITS		3.79	Indiantown
			40.95	

EXHIBIT "D"

PCS Segment#	Highway/Street	From/To	Miles	City
35	Kanner Hwy	Bridge Road to Box Ranch	2.70	Tropical Farms
17	Kanner Hwy	CR-711 Pratt Whitney Road to Bridge Road	2.70	Tropical Farms
17	Kanner Hwy	Lock Road to CR-711 Pratt Whitney Road	1.20	Tropical Farms
41	Kanner Hwy	Cove Road to Lock Road	1.30	Tropical Farms
13	Cove Road	Kanner Hwy to Willoughby Blvd	2.10	Stuart
31	Willoughby Blvd	Community Drive to Cove Road	0.50	Stuart
97	Salerno Road	US-1 to Old EOC	1.27	Pt Salerno
70	Federal Highway US-1	Indian Street to Cove Road	2.60	Stuart
45	Federal Highway US-1	Monterey Road to Indian Street	1.00	Stuart
16	Martin Hwy CR-714	Citrus Blvd to Cobblestone	4.00	Palm City
88	Martin Hwy CR-714	Turnpike Plaza to Citrus Blvd	1.10	Palm City
46	Martin Downs Blvd	Kanner Hwy to Turnpike Plaza	3.50	Palm City
93	Monterey Road	Willoughby Blvd to Kanner Hwy	0.40	Stuart
92	Monterey Road	Dixie Hwy to Willoughby Blvd	0.90	Stuart
71	Federal Highway US-1	Joan Jefferson to Monterey Road	2.40	Stuart
48	Federal Highway US-1	Westmoreland to Joan Jefferson	4.40	Jensen Beach
91	Monterey Road	County Administrative Center to Dixie Hwy	1.50	Stuart
43	Indian St	Dixie Hwy to Kanner Hwy	1.70	Stuart
44	Dixie Hwy	Monterey Road to Indian St	1.30	Stuart
74	Gran Park Way	US-1 to Lionel Terrace	0.34	Pt Salerno
7	E Ocean Blvd	Georgia Ave to Monterey Road	1.40	Stuart
9	Georgia Ave	E Ocean Blvd to Martin Luther King Blvd	0.20	Stuart
10	Martin Luther King Blvd	Flagler Ave to Georgia Ave	0.34	Stuart
6	Seminole/Denver	Flagler Ave to E Ocean	0.50	Stuart
27	St Lucie Ave	St Lucie Ave to Seminole St	0.10	Stuart
26	Flagler Ave	Flagler Ave to St Lucie Ave	0.10	Stuart
5	Flagler Ave	Recreation Center to US-1	0.30	Stuart
89	Martin Hwy CR-714	Turnpike Plaza to Hidden Oaks Middle School	0.40	Palm City
85	Martin Hwy CR-714	Hidden Oaks Middle School to Palm City Elementary	1.10	Palm City
87	Martin Hwy CR-714	Palm City Elementary to Mapp Road	0.60	Palm City
86	Martin Hwy CR-714	Mapp Road to Kanner Hwy-Indian Street	1.40	Palm City
37	Monterey Road	E Ocean Blvd to County Administrative Center East	0.19	Stuart
38	Monterey Road	E Ocean Blvd to County Administrative Center West	0.27	Stuart
			43.81	

EXHIBIT "E"

Location of ITS Handholes on County Broadband Network

Location	City
US1 @ Treasure Coast Mall	Jensen Beach
US1 @ Roosevelt Bridge south at SW 2nd Street	Stuart
CR714 Martin Highway @ Industrial Park as SW 42nd Ave	Palm City
Community Drive @ Tower Road – MMHS South and IRSC	Pt. Salerno
US1 @ Colorado Avenue	Stuart
Denver Avenue @ Seminole Street	Stuart
CR714 Martin Highway @ Armellini Ave - Industrial Park West of Turnpike Plaza	Palm City
Dixie Highway @ Indian Street	Stuart
Gran Park Way @ Municipal Ct - Gran Park Industrial Park	Pt. Salerno
Martin Downs Blvd @ High Meadows Ave	Palm City
Kanner Highway @ Jack James Drive	Tropical Farms
SE Ocean Blvd @ Martin Memorial Hospital North	Stuart
US1 @ Monterey Road	Stuart
US1 @ SW 3rd Street – ATT Central Office	Stuart
Dixie Highway @ Airport Road	Stuart
CR714 Martin Highway @ Palm City School Road	Palm City
US1 @ Roosevelt Bridge north at Wright Blvd	Jensen Beach
Monterey Road @ Kanner Highway	Stuart
US1 @ Indian Street	Stuart

EXHIBIT "F"

ALL NEW CONSTRUCTION WILL BE GOVERNED BY APPENDIX J, K AND L OF THE RFP.; ALL MAINTENANCE SHALL BE GOVERNED BY THE TERMS OF APPENDIX J, K AND L EXCEPT WHERE THEY CONFLICT WITH THIS SLA IN WHICH CASE THE TERMS OF THIS SLA WILL CONTROL

Service Level Agreement

For the purposes of this Service Level Agreement (SLA) the Licensor shall be the Party that owns the fiber facility and the Licensee shall be the Party that has use of dark fiber within the Licensor's cable.

1. Specifications

The following table summarizes the specifications for Dark Fiber Facilities that shall be maintained throughout the life of this Agreement.

Specification	**Specification Value**
Attenuation at 1310 nm Non-Dispersion Shifted Fiber (NDSF)	< 0.35 db/km
Attenuation at 1550 nm Non-Dispersion Shifted Fiber (NDSF)	< 0.25 db/km
Attenuation at 1310 nm Non-Zero Dispersion Shifted – Single Mode Fiber	< 0.51 db/km
Attenuation at 1550 nm Non-Dispersion Shifted Fiber (NDSF)	< 0.25 db/km

2. Maintenance.

Maintenance shall be performed in accordance with Section 5 of this Agreement and the specifications in this Exhibit.

2.1 Scheduled Maintenance. Routine maintenance and repair of the Network and Structures described in this Section ("Scheduled Maintenance") will be performed by or under the direction of Licensor, in Licensor's reasonable discretion or at Licensee's request. Scheduled Maintenance will commence upon the effective date of this Agreement, and includes: (i) inspection of Network on a regularly scheduled basis, which shall be no less than once each calendar quarter; (ii) ; (iii) appropriate routine preventative maintenance on the Network and Structures, minimally in accordance with industry standards; (iv) performance of all required Cable locates and membership in a state or regional one-call (call-before-you-dig) center for all locations along the Route; (v) maintenance of an inventory of spare Cable and other equipment, together with maintenance equipment, at strategic locations to facilitate timely restoration along the Route.

2.1.1 Network Inspection shall consist of a physical ride out of the plant performed to check the following item:

Aerial Plant

- Overall state of the fiber plant and strand
- Broken lashing wire
- Cable supporting hardware
- Strand condition
- Anchors & supporting hardware damage
- Visible sheath damage
- Storage loop & associated hardware condition
- Splice enclosure & associated hardware condition
- Obstructions laying on fiber plant
- Evidence of vandalism
- Pole damage
- Riser pole damage
- Riser guard damage or required maintenance
- New pole set requiring pole transfer
- Required tree trimming or installation of tree guard
- Make-ready conflicts with independent utility or telecommunications companies

Underground Plant

- Open manholes or handholes or missing covers
- Missing or broken marker posts

- Missing markers (wrap arounds on fiber, stickers on posts or splice cases)
- Construction in the area of cable route
- Erosion of soil in cable route
- Exposure of cable, interduct, or conduit

2.2 Unscheduled Maintenance. Non-routine maintenance and repair of the Network and Structures which is not included as Scheduled Maintenance ("Unscheduled Maintenance") will be performed by or under the direction of Licensor. Unscheduled Maintenance will commence upon the effective date of this Agreement. Unscheduled Maintenance shall consist of Unscheduled Maintenance in response to: (i) receipt of notification by Licensee or any third party of any failure, interruption or impairment in the operation of the Licensee Fibers, or any event imminently likely to cause the failure, interruption or impairment in the operation of the Licensee Fibers; or (ii) any potential service-affecting situation to prevent any failure, interruption or impairment in the operation of the Licensee Fibers, each to the extent same is not included in the definition of Scheduled Maintenance.

2.2.1 If known to Licensee, Licensee, Customer shall promptly report the need for Unscheduled Maintenance to Licensor in accordance with escalation procedures provided in Section 3 below. Licensor will log the time of Licensee's report, verify the problem and dispatch personnel to take corrective action.

3 Maintenance Availability. Licensor will maintain a repair number in case of emergencies staffed twenty-four (24) hours a day, seven (7) days a week. Licensor's maintenance employees shall be available for dispatch twenty-four (24) hours a day, seven (7) days a week. Licensor shall begin Unscheduled Maintenance activity within two (2) hours after the time Licensor becomes aware of an event requiring Unscheduled Maintenance due to an emergency situation.

4 Cooperation and Coordination.

4.1 Licensor and Licensee each shall use the escalation list of the other Party attached as Section 7 below, as updated from time to time by the applicable Party pursuant to the escalation list or other notice provision, to report and seek immediate initial redress of exceptions noted in the performance of a Party in meeting maintenance service objectives and regarding all other aspects applicable to Licensee Fibers and Structure operations. The emergency numbers are 24 hour, 7 day per week emergency notification numbers.

4.2 In performing its services under this Exhibit F, Licensor will take workmanlike care to prevent impairment to the signal continuity and performance of the Network. The precautions to be taken by Licensor will include notifications to Licensee. In addition, Licensor will reasonably cooperate with Licensee in sharing information and analyzing the disturbances regarding the Network. In the event that any Scheduled Maintenance or Unscheduled Maintenance requires a traffic roll or reconfiguration involving cable, fiber, or electronic equipment or other facilities of Licensee, then Licensee shall, at Licensor's request, make such personnel of Licensee available as may be necessary in order to accomplish such maintenance, which personnel shall coordinate and cooperate with Licensor in performing such maintenance as required of Licensor hereunder.

4.3 Licensor will use commercially reasonable efforts to notify Licensee at least ten (10) days prior to the date of any Scheduled Maintenance and as soon as possible, but in no event later than eight (8) hours after becoming aware of the need for Unscheduled Maintenance. Licensee may be present during the performance of any Scheduled Maintenance or Unscheduled Maintenance so long as this right or the exercise thereof does not interfere with Licensor's ability to perform its obligations under this Agreement. In the event that Scheduled Maintenance is canceled or delayed for whatever reason as previously notified, Licensor will use commercially reasonable efforts to notify Licensee at Licensor's earliest opportunity, but in no event less than forty-eight (48) hours after cancellation, and will comply with the above-provisions for any re-scheduled activity.

5. Facilities.

5.1 Licensor will maintain the Network in a manner which will permit Licensee's use, in accordance with the terms and conditions of the Agreement, of the Licensee Fibers and related Licensor-provided Equipment.

5.2 Licensor will maintain sufficient capability to teleconference with Licensee during Unscheduled Maintenance in emergency situations in order to provide regular communications during the repair process.

5.3 In performing repairs, Licensor will comply with the Cable Parameters and the splicing specifications as set forth in Exhibit J, K, and L of the RFP.

5.4 It is Licensor's intention, and Licensor represents and warrants, that maintenance work performed by Licensor on the Licensee Fibers will not normally result in interruptions or defects. Scheduled Maintenance which is reasonably expected to produce any signal discontinuity or jeopardize Licensee's use of the Licensee Fibers in any material respect generally will be scheduled after midnight and before 5:00 a.m. local time. Major system work, such as fiber rolls and hot cuts, will be scheduled for Scheduled Maintenance weekends as mutually agreed by Licensee and Licensor. A calendar showing Licensor-approved Scheduled Maintenance for the following year will be provided to Licensee during the last quarter of each calendar year during the Term for Licensee's approval. Licensor's intent is to avoid major system work on the first and last weekends of the month and high-traffic holidays.

6. Restoration.

6.1 Licensor will respond to any interruption of service or a failure of the Licensee Fibers or Connections to operate in accordance with the Cable Parameters as quickly as possible, but in no event later than two (2) hour after Licensor became actually aware of the failure or interruption, in accordance with the procedures set forth herein. Licensor will use its best efforts to restore service to the Network within twelve (12) hours of Licensor any failure, interruption, or impairment in accordance with the procedures set forth herein. In order to accomplish such objective, Licensee acknowledges that such repairs may be temporary in nature. In such event, within twenty-four (24) hours after completion of any such Unscheduled Maintenance, Licensor will commence its planning for permanent repair, and thereafter promptly shall notify Licensee of such plans, and shall use commercially reasonable efforts to implement such permanent repair as soon as possible thereafter.

6.2 When restoring a cut fiber in the Network, the parties agree to work together to restore all traffic as quickly as possible. Licensor, promptly upon arriving on the site of the cut, shall determine the course of action to be taken to restore the fiber and shall begin restoration efforts. Licensor will splice fibers tube by tube rotating between tubes operated by the separate parties. The priority and rotation mechanics: (i) lit fibers in all buffer tubes shall have priority over any dark fibers in order to allow transmission systems to come back on line; and (ii) Licensor will continue such restoration efforts until all lit fibers in all buffer tubes are spliced and all traffic is restored.

7. Escalation Lists

Licensee or Licensor shall first report troubles to the 24 hour repair contact. If the service trouble must be escalated the following personnel should be contacted in the order listed. The Parties shall provide the name, work, cell and home telephone number, and email of each person on the escalation list within 30 days of the effective date of this agreement. The Parties agree to update the escalation contacts by providing notice to the other Party when any information on the escalation list is changed.

County's Escalation List:

1. Martin County ITS Service Desk
2. Repair Service
3. Martin County ITS Operations Manager
4. Martin County ITS Chief Information Officer

ITS Escalation List

1. Repair Service
2. Central Office Staff
3. Central Office Supervisor
4. Outside Plant Supervisor

ITS Signature and MARTIN COUNTY Acceptance

By: Jeff Leslie
Title: President/CEO
Company: ITS Telecom

Dated: 12/3/10

By: Kevin Kryzda
Title: Chief Information Officer
Entity: Martin County

Dated: 12·10·2010