

## UNITI FIBER LLC

### SERVICES AGREEMENT - STANDARD TERMS AND CONDITIONS

This **Services Agreement** (this "Agreement") is by and between Uniti Fiber LLC, a Delaware limited liability company ("Uniti Fiber"), and, the State Board of Administration of Florida an entity of the State of Florida created in the State Constitution ("Customer"), and is effective as of the date signed by Uniti Fiber below ("Effective Date").

**1. Attachments and Service Orders:** Customer and Uniti Fiber may execute a written order for a particular service (a "Service Order") using such Service Order form as provided by Uniti Fiber at the time of the order. A Service Order shall be deemed incorporated herein at the time Uniti Fiber provides Order Acceptance. The Service Order(s) and other attachments attached hereto and incorporated by reference detail the price, location, FOC date and other information about the service(s) to be provided by Uniti Fiber or its affiliates to Customer ("Services"), and are incorporated herein by reference. Customers may be required to forms relevant to e911, directory listing, and letter of authorization forms if ordering voice-related Services. All Services are offered subject to availability, and Uniti Fiber has the right not to accept any Service Order submitted by Customer. A Service Order may only be submitted to [orders@uniti.com](mailto:orders@uniti.com) and shall be deemed accepted only after Order Acceptance by Uniti Fiber. If Uniti Fiber elects not to accept a Service Order submitted by Customer, Uniti Fiber shall use reasonable efforts to notify Customer of such rejection. "Order Acceptance" shall mean execution of the applicable Service Order(s) by a representative who has proper signatory authority and written notification (email is acceptable) sent to the other party that the Service Order has been reviewed and accepted.

**2. Authorized Use:** Customer may use the Services only for purposes which (a) are lawful, (b) do not violate Uniti Fiber's AUP and (c) are in compliance with the terms of this Agreement and any applicable attachments related to the specific Service. Internet Service provided by Uniti Fiber is intended for Customer's use only and may not be resold by Customer. Uniti Fiber offers all Services subject to availability; provided, however, if Customer has received notice that a Service Order has been accepted by Uniti Fiber, Uniti Fiber will provide Services for the term of such Service Order, subject to the terms of this Agreement and the Service Order. Uniti Fiber has the right to limit the manner in which any portion of its network and facilities ("Network") is used to protect the technical integrity of the Network. Any Service provided to Customer that includes bandwidth service is subject to Uniti Fiber's Acceptable Use Policy (AUP), which is incorporated herein by reference and is located at <https://uniti.com/uploads/documents/Uniti-Acceptable-Use-Policyv6.25.2020.pdf>. By its signature below, Customer acknowledges receipt of the Acceptable Use Policy and any updates to such policy made by Uniti Fiber.

**3. Cancellation, Modification, Delay or Expedited of Orders:** Charges referenced hereunder are subject to modification from time to time by Uniti Fiber.

(a) Customer may request to cancel any Service Order(s) if the request is received in writing by Uniti Fiber prior to the Service Date (as defined in Section 7 below). Upon receipt of such request, Uniti Fiber shall use reasonable efforts to cancel the Service Order as promptly as possible. Each such request shall result in a cancellation charge to be invoiced to Customer equal to the costs incurred by Uniti Fiber through the date the applicable Service is cancelled, not to exceed fifty percent (50%) of the total monthly charges that would have been due during the Service Term (as defined in the Service Order). Once cancelled, a new Service Order must be submitted and accepted by Uniti Fiber if Customer wishes to order the Service.

(b) Customer may request the modification (including delay of Service) of any Service Order(s). Such requests must be made in writing at least three (3) business days before the date that Uniti Fiber is committing to deliver the Service (the "FOC date") and such requests are subject to acceptance by Uniti Fiber. Each such modification accepted by Uniti Fiber shall result in the

assessment by Uniti Fiber of a Service Order modification charge of \$250 (the "Modification Charge"). However, in the case of a requested delay, the first requested delay will be allowed by Uniti Fiber at no charge. Requests for delay may not exceed thirty (30) days cumulative. Any subsequent requests for delay, if allowed by Uniti Fiber, will result in a Modification Charge. If Uniti Fiber receives a written modification request for delay of installation less than three (3) business days prior to the FOC date Customer must pay, in addition to the Modification Charge, all recurring charges for the shorter of one billing month or the period from the original due date to the requested installation date.

(c) Customer may request Uniti Fiber to expedite the initial anticipated delivery date of any Service. Such requests must be made in writing and are subject to acceptance by Uniti Fiber. Each such request to expedite accepted by Uniti Fiber shall result in the assessment by Uniti Fiber of a Service Order expedite charge equal to Uniti Fiber's standard rates at the time of the request to expedite (the "Expedite Charge"). The Modification Charge shall be waived in those cases where the Expedite Charge is solely applicable.

(d) In addition to any charges imposed under clauses (a), (b) or (c) above, Uniti Fiber reserves the right to assess Customer any third-party charges incurred by Uniti Fiber to fulfill any request to cancel, modify, or expedite the Service Order(s).

**4. Equipment, Installation and Interconnection:** Other than the facilities, termination equipment, software and other devices or equipment provided by Customer or its end users in connection with the receipt and use of the Services ("Customer Property"), and unless otherwise provided elsewhere in this Agreement or any attachments hereto, Uniti Fiber will pay for, provide, install, maintain, operate, control and own any equipment, cable or facilities connected to the Network ("System Equipment"), which equipment at all times remains Uniti Fiber's personal property, regardless of where located or attached. Uniti Fiber may change, replace or remove the System Equipment, regardless of where located, so long as the basic technical parameters of the Service are not altered, and this Agreement constitutes Customer's consent to such change, replacement or removal. Customer may not rearrange or move or disconnect the System Equipment and is responsible for any damage to or loss of System Equipment caused by Customer's actions or omissions or that of its end users. Uniti Fiber has no obligation to install, maintain or repair any Customer Property. If any Customer Property is incompatible with Service(s) provided by Uniti Fiber, Customer is responsible for any special interface equipment, software or facilities necessary to ensure compatibility and Uniti Fiber shall not be required to deliver such Service(s) unless and until such additional Customer Property is installed and properly functioning. If, in responding to a service call from Customer, Uniti Fiber reasonably determines that the cause of such service call is a failure, malfunction or inadequacy of Customer Property, including any installed for purposes of compatibility, Customer will pay Uniti Fiber for such service call at Uniti Fiber's then prevailing rates.

**5. Special Construction Charge:** During the term of this Agreement as set forth in Section 15, Customer may request Uniti Fiber to construct a network path to meet Customer's specific needs with respect to the provision of Services. In the event Uniti Fiber elects to accept such request, Customer shall pay Uniti Fiber a "Special Construction Charge" as agreed upon by the parties in writing prior to the commencement of said construction. The parties understand and acknowledge that payment of the Special Construction Charge in no way shall grant to Customer any ownership of said network path being constructed, including any fiber therein, the System Equipment, Uniti Fiber's other equipment or materials, or any portion of the Uniti Fiber Network whatsoever, all of which shall remain the sole and separate property of Uniti Fiber.

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**6. Access:** Uniti Fiber requires a Customer point of contact that can be reached 24x7. Uniti Fiber may require access to Customer's or its end user's premises to install and maintain the Service and System Equipment necessary for the provision of Service. Customer must provide, or cause its end users to provide, at no cost to Uniti Fiber, reasonable access, space, power and environmental conditioning as applicable to the particular installation, and must use, and cause its end users to use, commercially reasonable efforts to obtain any necessary consents or rights of way from third parties for such purposes. The failure of Customer to obtain such consents or rights shall excuse Uniti Fiber's delay in performing the Services until such consent or right is obtained.

**7. Commencement of Service:** Uniti Fiber will promptly notify Customer on the date that Uniti Fiber has completed its obligations for the commencement of Service and such Service is available for Customer's use (the "Service Date"). Unless Customer notifies Uniti Fiber in writing by close of business on the Service Date that Service is not operational as a result of Uniti Fiber's failure to deliver the Service, the term of the Service Order will begin on the Service Date and billing will commence. If Customer so notifies Uniti Fiber, Uniti Fiber will use reasonable efforts to inspect the purported issue and correct any compliance issues. If Uniti Fiber does not identify a compliance issue with the Service, Uniti Fiber will notify Customer, and the Service Date will remain unchanged. If Uniti Fiber does identify a compliance issue, the Service Date for such Service will be deemed to be the date upon which Uniti Fiber corrects such issue.

**8. Charges, Billing and Payment:** Acceptance of a Service Order submitted by Customer and the provision of Service is subject to Uniti Fiber's approval of Customer's credit standing. Uniti Fiber may require a deposit prior to the provision of Service or at any time as a condition to the continued provision of Service, if Uniti Fiber reasonably believes Customer's credit standing or payment record so requires such additional security for payment. Billing for Service begins on the Service Date and will not be delayed due to Customer Property not being ready or Customer's readiness to accept or use the Service. Uniti Fiber bills in advance for Service, except for usage-based charges for voice-related services. Any installation charges or other non-recurring charges, which are non-refundable, should appear on the first monthly invoice but may be delayed. Taxes, surcharges, any fees, charges or other payments, contractual or otherwise, for the use of public streets or rights of way, whether designated as franchise fees or otherwise, and governmental fees are not included in Uniti Fiber's charges and will be billed and paid by Customer as separate line items. Customer will pay all taxes, fees, surcharges or assessments unless and until Customer provides Uniti Fiber with a valid exemption certificate or other supporting documentation reasonably requested by Uniti Fiber. All amounts billed are due by the next billing date. Any payment or portion thereof not made when due is subject to a late charge of 1.5% per month on the unpaid amount or, if lesser, the maximum rate permitted under applicable state law. Notwithstanding anything to the contrary herein, in the event of the nonpayment by Customer of an invoice for any Service(s) or equipment for a period exceeding thirty (30) days after the invoice due date, Uniti Fiber may, in its sole and absolute discretion, suspend providing Services to Customer (whether under this Agreement or other contract between Customer and Uniti Fiber), retrieve any equipment and pursue all legal remedies available to Uniti Fiber for such breach. Upon notice to Customer, Uniti Fiber may change rates ("New Rate(s)") offered pursuant to special arrangement or individual case basis pricing if the provision of service at the original rate(s) becomes economically infeasible. If Customer does not accept the applicable Service(s) at the New Rate(s), Customer may terminate such Service(s) without Termination Liability by submitting a termination request in writing to Uniti Fiber within fourteen (14) days of receiving notice from Uniti Fiber of the New Rate(s). Billing for a terminated Service

will stop thirty (30) days from the date the disconnect request is acknowledged by Uniti Fiber unless a specific date of greater than thirty (30) days is requested.

**9. Claims and Disputes:** If Customer reasonably disputes any charges billed hereunder, Customer must submit a documented claim regarding the disputed amount within 30 days of receipt of the bill on which the disputed charges appear. All claims regarding disputed charges not submitted to Uniti Fiber within such time are deemed waived and such charges accepted. Withheld disputed amounts determined in favor of Uniti Fiber will bear interest at the lesser of 1.5% per month or the maximum rate allowed by applicable state law from the date payment was due to the date payment was made.

**10. Service Level Guarantee on Uniti Facilities and Available Credits:** Uniti Fiber will issue credit allowances for service outages on Uniti facilities as set forth below following Customer's written request. Such credit will appear on the next invoice following processing. An outage of Service on Uniti facilities (excluding managed network, IT services, and LTE Services) begins when Customer reports the outage to the appropriate Uniti Fiber number(s) to open a trouble ticket, and ends when the affected circuit is fully operational, as evidenced by the closing of the trouble ticket. No credits will be given for outages that are (a) caused by Customer or an end user; (b) due to failure of power or Customer Property; (c) during any period in which Uniti Fiber is not given access to the Service premises; (d) part of a planned outage for maintenance; or (e) due to a Force Majeure Event. Services provisioned entirely on Uniti Fiber's Network will be credited at 1/1440 of the monthly recurring charges per 30-minute outage up to and including a 24-hour period, or if an outage is greater than 24 consecutive hours, at 1/144 of the monthly recurring charges per 3-hour outage. If 3 or more trouble tickets have been opened for a particular Service in a 30-day period for outages totaling an aggregate of 6 hours of outage in that 30-day period, and the cause of each outage is determined to be in Uniti Fiber's Network or System Equipment and is not due to a Force Majeure Event, such Service will be deemed a chronic trouble Service, and Customer may terminate the Service without incurring a Termination Liability.

**11. Wireless LTE Services:** For Customers purchasing wireless LTE Services, the underlying wireless carrier service is not directly provided by Uniti Fiber. The underlying wireless carrier has the right to manage its network, which may include throttling of speed or other measures up to and including suspension or termination of Service.

**12. Governmental Authorization, Regulatory Changes:** Each party must comply with all applicable federal, state and local laws, rules, regulations and orders in performing its obligations hereunder. To the extent any provision of this Agreement conflicts with any such applicable law, rule or regulation, such law, rule or regulation will supersede the conflicting provision, however, all other provisions will be enforced to the extent permitted by law and in accordance with the commercial intent of the parties. Uniti Fiber may discontinue, limit or impose additional requirements to the provision of Service, upon 15 days written notice, as required to meet governmental regulatory requirements or when such requirements have a material adverse impact on the economic feasibility of Uniti Fiber providing Service, as determined in Uniti Fiber's reasonable business judgment.

**13. Indemnification:** Each party ("Indemnitor") must indemnify, defend and hold harmless the other party ("Indemnitee") from all losses or damages arising from or related to personal injury or property damage caused by the negligence or willful misconduct of Indemnitor. Customer must indemnify, defend and hold harmless Uniti Fiber from all losses or damages arising from Customer's breach of this Agreement, violation by Customer of any 3<sup>rd</sup> party intellectual property right, all claims of any kind by

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Customer Initial: KS

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Customer's end users, or any act or omission of Customer in connection with any Service provided hereunder.

**14. Limitation of Liability:** Uniti Fiber is not liable for any indirect, incidental, consequential, special or punitive damages (including without limitation, lost profits or revenue) arising out of or related to the provision of Services hereunder or its indemnification obligations hereunder, including any claims made by or through third parties, or for any claim by Customer made more than one year after the occurrence of the event for which a claim is made. Uniti Fiber's liability to Customer shall in no event exceed one month's calculation of monthly recurring charges for the applicable Services. Uniti Fiber has no liability or obligation to Customer or its end users whatsoever for the content of information passing through its Network. Note for Customers purchasing SD WAN Services: VeloCloud will not have any direct relationship with or obligation to Customer under this Agreement.

**15. Term:** Subject to Section 16 and Section 17 below, this Agreement is effective for a period of five (5) years and commences upon the Effective Date. Thereafter, this Agreement remains in effect solely with respect to any then-current Service Order until the expiration or earlier termination of such Service Order(s). The term for which Customer is purchasing Services ("Service Order Term") shall be set forth on the applicable Service Order. Uniti Fiber and Customer may negotiate a renewal term at least thirty (30) days prior to the expiration of the initial Service Order Term. If the parties do not agree in writing to a renewal of the Service Order Term prior to its expiration, then Service(s) shall continue on a month-to-month basis at a rate not to exceed 150% of the prior rate until either of the parties terminates the Service(s) upon thirty (30) days' written notice. Upon termination of this Agreement, all rights of Customer to order new Services cease and Uniti Fiber has no further obligations to furnish Services to Customer.

**16. Termination by Uniti Fiber:**

(a) Uniti Fiber may terminate this Agreement or any Service Order hereunder or suspend Services, with prior written notice, upon: (i) Customer's failure to pay any amounts as provided herein; (ii) Customer's breach of any provision of this Agreement or any law, rule or regulation governing the Services; (iii) any insolvency, bankruptcy, assignment for the benefit of creditors, appointment of trustee or receiver or similar event with respect to Customer or its affiliates; (iv) any governmental prohibition or required alteration of the Services or if Uniti Fiber is unable to reasonably maintain any necessary Underlying Rights. "Underlying Rights" shall mean any right to use a service, facility or asset used by Uniti Fiber to deliver Service(s) to the Customer; including but not limited to pole attachments, franchise agreements, colocation agreements and dark fiber agreements.

(b) Uniti Fiber may terminate or suspend Services without notice if: (i) necessary to protect Uniti Fiber's Network; (ii) Uniti Fiber has reasonable evidence of Customer's fraudulent or illegal use of Services; or (iii) required by regulatory or other governmental authority.

(c) Any termination pursuant to this Section 16 shall not relieve Customer of any liability incurred prior to such termination or for payment of unaffected Services. All terms and conditions of this Agreement shall continue to apply to any Service or applicable Service Order not so terminated, regardless of the termination of this Agreement. If the Service provided under any Service Order hereunder has been terminated by Uniti Fiber in accordance with this Section 16 part (a)(i), (a)(ii), (a)(iii) or (b)(ii) and/or any other breach of this Agreement by Customer, and Customer wants to restore such Service, Customer first must pay all past due charges, any applicable non-recurring charge(s) and/or reconnection charge and a deposit equal to 2 months' recurring charges. All requests for termination will be processed by Uniti Fiber in 30 days or less. Customer must pay for Services until such termination occurs.

**17. Termination Liability:** If Uniti Fiber terminates this Agreement or any Service Order(s) hereunder pursuant to Section 16 above, or if Customer terminates this Agreement or any Service Order(s) hereunder for any reason (other than Uniti Fiber's material breach of this Agreement that remains uncured after written notice and a reasonable cure period of at least thirty (30) days or termination as permitted by Section 20), Customer must pay immediately to Uniti Fiber all monthly recurring charges associated with the terminated Service(s) for the balance of the Service Order Term(s) in such Service Order(s) and any outstanding non-recurring or other charges permitted hereunder ("Termination Liability").

**18. Assignment:** Customer may not assign or otherwise transfer this Agreement, any Service Order or any rights and/or obligations contained therein (including pursuant to a merger or change of control of Customer) without the prior written consent of Uniti Fiber, not to be unreasonably conditioned, withheld or delayed.

**19. Entire Agreement:** This Agreement, together with the Service Order(s), the Acceptable Use Policy, any attachments and all applicable tariffs incorporated herein by this reference, sets forth the entire agreement of the parties with respect to the subject matter hereof, and supersedes any prior agreements, promises, representations, understandings and negotiations between the parties with respect thereto. In the event of a conflict, the applicable Service Order shall prevail over this Agreement and any applicable tariff shall prevail over both. Any modifications, amendments, supplements to or waivers of this Agreement must be in type and executed by authorized representatives of both parties. Any handwritten changes or edits that have been inserted without authorization by both parties shall not be incorporated into this Agreement.

**20. Force Majeure:** Uniti Fiber is not liable to Customer or any third party for any failure of performance if such failure is due to any cause or causes beyond its reasonable control (a "Force Majeure Event"), including without limitation, acts of God, fire, explosion, vandalism, acts of terrorism, cable cut, adverse weather conditions, governmental action or inaction, labor difficulties and supplier failures. Invocation of this clause shall not relieve Customer of its obligation to pay for any Services provided to Customer. In the event such Force Majeure Event continues for 45 days, Customer may terminate the affected portion of the Services upon no less than thirty (30) days prior written notice.

**21. Governing Law:** This Agreement is governed by and subject to the laws of the State of Delaware, excluding its principles of conflicts of law.

**22. Headings:** The headings herein are for convenience only and are not intended to have any substantive significance in interpreting this Agreement.

**23. Relationship of Parties:** The parties are independent contractors, and nothing herein creates or implies an agency relationship or a joint venture or partnership between the parties.

**24. Jurisdictional Reports:** At least annually and at any time upon Uniti Fiber's request, Customer will provide Uniti Fiber with reports of its estimated or actual percentage of interstate and intrastate use of Uniti Fiber's Services.

**25. Litigation:** If either party commences litigation under this Agreement, the prevailing party is entitled to reimbursement of its costs and attorneys' fees from the other party.

**26. Non-Exclusivity:** This Agreement is non-exclusive. Nothing herein prevents either party from entering into similar arrangements with other entities.

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Customer Initial: KS

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**27. Notices:** Whenever written notice is required to be provided by this Agreement, Uniti Fiber must provide such notice to Customer's billing address, and Customer must provide such notice to Uniti Fiber at 107 St. Francis Street, Suite 1800, Mobile, AL 36602, Attn: Finance. A notice is deemed given when delivered at such designated address.

**28. No Waiver:** Either party's failure to enforce any provision or term of this Agreement shall not be construed as a future or continuing waiver of such provision or term of this Agreement.

**29. Confidentiality; Use of Name:** Customer may not issue a news release, public announcement, advertisement or other form of publicity concerning the existence of this Agreement, the Services provided hereunder or the terms, conditions or pricing set forth in this Agreement or any Service Order without the prior written consent of Uniti Fiber. Customer may not use Uniti Fiber's name, logo or service mark in marketing services to end users.

**30. Representations and Warranties:** Each party represents and warrants that it is fully authorized to enter into this Agreement and any Service Order hereunder. Uniti Fiber represents and warrants to Customer that any Services provided hereunder will be performed in a professional manner by qualified and trained personnel. UNLESS SPECIFICALLY STATED HEREIN OR IN ANY SERVICE ORDER, UNITI FIBER MAKES NO OTHER WARRANTIES, REPRESENTATIONS OR AGREEMENTS, EXPRESS OR IMPLIED, EITHER IN FACT OR BY OPERATION OF LAW, STATUTORY OR OTHERWISE, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

**31. Severability:** If any provision hereunder is declared or held invalid, illegal or unenforceable, this Agreement will be revised only to the extent necessary to make such provision(s) legal and enforceable, or if impossible, the unaffected portions of this

Agreement shall remain in full force and effect so long as the Agreement remains consistent with the parties' original intent.

**32. Survival:** The terms and conditions of this Agreement will survive the expiration or other termination of this Agreement to the fullest extent necessary for their enforcement and for the realization of the benefit thereof by the party in whose favor they operate.

UNITI FIBER

Signature: \_\_\_\_\_

Name (print) \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

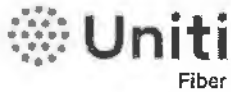
Stata Board

Signature: \_\_\_\_\_

Name (print) \_\_\_\_\_

Title: Chief C

Date: \_\_\_\_\_



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## Service Order

Offer Date:	07/30/2021	
Description:	DPT 16843-State Board Of Administration Of Florida	
Opp. Number:	OPP-231147	
Requested By:	State Board of Administration of Florida 1576912 Chuck Pollock	chuck.pollock@sbafla.com (850) 413-1103
Offered By:	Uniti Fiber David Norton	david.norton@uniti.com 904_456_9456

Locations		Note: For Ethernet orders, "A" is Remote location and "Z" is Host location
A Location:	Tallahassee-1801 Hermitage Boulevard	
A CPE Location:	Tallahassee (1801 Hermitage Boulevard), Tallahassee, FL 32309	
Z Location:	Jacksonville-4905 Belford Road	
Z CPE Location:	Jacksonville-4905 Belford Road, Jacksonville, FL 32256	

Selection	Service	Term	Monthly Recurring Charge	Non-Recurring Charge
X	10 Gbps Ethernet	36	\$2,450.00	\$0.00

Remarks
No Additional Notes

Customer acknowledges that Customer is ordering the Services from Uniti Fiber LLC, and/or its affiliate or subsidiary companies (collectively "Uniti Fiber"), and that local, state, and federal taxes and surcharges may apply. By signing, Customer acknowledges full and complete authority to bind Customer. Additional charges for any requested demarcation extension will be passed on to Customer. Access or other fees imposed by property owner shall be borne by Customer.

By signing this Service Order, Customer requests the Service ordered hereunder subject to the existing master services agreement or standard terms and conditions signed by the parties; or if none exists, then such Service is subject to the applicable terms and conditions of Uniti Fiber's standard terms and conditions (which may be changed from time to time at Uniti Fiber's discretion), a copy of which is available upon request. Uniti Fiber's master service agreement, any IP Transit service ordered hereunder shall be subject to the terms of Uniti Fiber's IP Transit Addendum which may be provided to Customer upon request and at Uniti Fiber's discretion may be changed or updated from time to time.

This Service Order becomes binding on Uniti Fiber upon Order Acceptance.

This Service Order fully incorporates the agreement titled Standard Terms & Conditions signed by Customer on the date

## Uniti Fiber

Signature: \_\_\_\_\_

Name (printed): \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_



**STATE BOARD OF ADMINISTRATION  
OF FLORIDA**

**1801 HERMITAGE BOULEVARD, SUITE 100  
TALLAHASSEE, FLORIDA 32308  
(850) 488-4406**

**POST OFFICE BOX 13300  
32317-3300**

**RON DESANTIS  
GOVERNOR  
CHAIR**

**JIMMY PATRONIS  
CHIEF FINANCIAL OFFICER**

**ASHLEY MOODY  
ATTORNEY GENERAL**

**ASH WILLIAMS  
EXECUTIVE DIRECTOR & CIO**

**MEMORANDUM**

**Date: September 14, 2021**

**To: Ash Williams  
Executive Director & CIO**

**From: Lamar Taylor  
Chief Operating and Financial Officer**

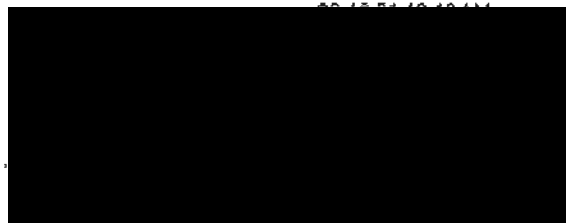
**Subject: Delegation of Authority**

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I will be out of the office from **8:00AM on Thursday, September 16, 2021** through **5:00PM on Friday, September 17, 2021**. I hereby appoint **Kelly Skelton** as my designee to carry out the duties and responsibilities that have been delegated to me by the Executive Director.

Prior to carrying out these duties and responsibilities, **Kelly** will consult and coordinate with Executive Service Staff and other employees of the State Board of Administration, as needed.

If, because of unforeseen circumstances, this absence from the office extends beyond **5:00PM on September 17, 2021**, the delegate listed above will continue to be my designee as described above for a reasonable period thereafter.



**Input Name**

**cc: Executive Service Staff  
WorkSmart Portal**

**Disclosures  
to UNITI Fiber LLC**

1. The State Board of Administration of Florida (SBA), as an entity of the State of Florida, is prohibited from entering into indemnification agreements. See Florida Attorney General Opinion 99-56, dated September 17, 1999. The SBA is also prohibited from entering into a limitation of remedies agreement. (For the avoidance of doubt the SBA does not agree to arbitration.) See Florida Attorney General Opinion 85-66, dated August 23, 1985. The SBA agrees to sections on Warranty, Indemnification and Limitation of Liability to the fullest extent allowable and enforceable under Florida law.
2. Notwithstanding any provision in this agreement between the parties, UNITI Fiber LLC acknowledges and agrees that the SBA is bound by the provisions of Chapter 119 (Public Records), Florida Statutes, and in the event of any conflict between Chapter 119, Florida Statutes, and the terms of this Agreement between the parties, the provisions and procedures of Chapter 119, Florida Statutes will prevail.
3. **IF UNITI Fiber LLC HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO ITS REQUIREMENT TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF THE PUBLIC RECORDS AT:  
STATE BOARD OF ADMINISTRATION OF FLORIDA  
POST OFFICE BOX 13300  
TALLAHASSEE, FLORIDA 32317-3300  
(850) 488-4406  
SBAContracts\_DL@sbafla.com**
4. Consistent with the Florida Transparency in Contracting Initiative, the SBA posts certain operational contracts on its website, and this Agreement will be one of the agreements posted. UNITI Fiber LLC hereby agrees that the SBA is authorized to post this Agreement (including any amendments or addenda hereto) and a description of the content of the Agreement (including any amendments or addenda hereto) on the SBA's website.
5. The SBA requires its vendors to comply with and use the E-Verify system to verify the employment eligibility of newly hired employees performing services within the United States in accordance with Section 448.095, Florida Statutes. UNITI Fiber LLC acknowledges that SBA is subject to and UNITI Fiber LLC agrees to comply with Section 448.095, Florida Statutes, as amended from time to time, to the extent applicable.
6. Notwithstanding any provision to contrary, this Agreement shall not be construed as a waiver (i) of the sovereign immunity of the State of Florida; (ii) a waiver of the State of Florida's rights under the 11th Amendment to the United States Constitution; or (iii) to a jury trial.

Signature Page Follows

UNITI Fiber LLC, a subsidiary of **UNITI Group, Inc.**, a company of Florida

Name: Michael

Title: Regional Financial

September 8th, 2021