

## LETTER OF COMMITMENT

### TO ESTABLISH A PUBLIC PRIVATE PARTNERSHIP FOR PARTICIPATION IN A BROADBAND FUNDING PROGRAM

**THIS LETTER OF COMMITMENT** (“LOC”) is entered into by CARROLL COUNTY, GEORGIA, a political subdivision of Georgia (the “County”), and DOVETEL COMMUNICATIONS, LLC, dba SyncGlobal Telecom (“SyncGlobal”) of Bremen, Georgia, (collectively referred to as “Parties”). The Parties seek to enter into a public-private broadband partnership to facilitate the shared goal of making advanced broadband communications available to unserved areas of the County through the deployment of a fiber optic network (“Fiber Network”) utilizing a combination of federal, state, local, and private funding.

The Parties have agreed to enter into a “Covered Partnership,” as defined by the Notice of Federal Funding Opportunity (“NOFO”), issued by the U.S. Department of Commerce’s National Information and Telecommunications Administration (“NTIA”) on May 19, 2021, consisting of several West Georgia counties and SyncGlobal. The Covered Partnership will apply for NTIA broadband grant funding for unserved portions of the five participating counties and SyncGlobal shall be designated as the exclusive fixed broadband service provider (“Broadband Provider”) for the partnership. The Parties also intend to jointly apply for available broadband funding from the Georgia Governor’s Office of Planning and Budget (“OPB”); and

The purpose of this LOC is to establish the Parties’ mutual commitment to enter into a public private partnership agreement if the Covered Partnership is awarded an NTIA or OPB grant and to agree to the key terms and provisions of any such public private partnership agreement to govern the relationship of the Parties with respect to grant funded Fiber Network facilities within the County.

The Parties hereby agree that:

1. On any mutually agreed upon joint grant applications, SyncGlobal will be the County’s designated “Broadband Provider” and will be solely responsible for designing, constructing, maintaining, and operating the Fiber Network funded by the applicable grant awards.
2. The Parties will provide cash and/or in-kind “matching” funding in accordance with the applicable grant requirements, and as otherwise agreed by the Parties.
  - 2.1 For purposes of the NTIA Grant, the County agrees to commit to making a match contribution of cash compensation the lesser of ten percent (10%) of the amount of the grant requested by the County as a subrecipient under the Covered Partnership or \$2,200,000.00.
  - 2.2.2 The Parties may by mutual agreement commit to alternately utilize the above described match funding in support of an application for broadband funding from the Georgia OPB grant in accordance with the rules of the OPB’s program.

- 2.2 For purposes of any grant funding for which the Parties jointly apply, SyncGlobal will utilize its existing core infrastructure including its phase one of its West Georgia fiber network to the home project to support all aspects of the grant and will to the extent allowed by applicable law and the grant program requirements, contribute facilities and network capabilities as an in-kind match.
3. Depending on the specific grant rules, SyncGlobal will either own the grant and match funded Fiber Network facilities from the outset or shall obtain ownership of all such facilities at the earliest date allowed under the applicable grant requirements and applicable law.
  - 3.1 For purposes of the NTIA Grant and/or OPB grant, it is agreed and understood that SyncGlobal will own all of grant funded Fiber Network facilities. No tax abatement shall be granted, and such assets shall be taxable in accordance with all laws and regulations.
4. SyncGlobal shall be responsible for all Georgia Public Service Commission and Federal Communications Commission reporting, regulatory compliance, and remitting responsibilities for operating and providing broadband end user services, as well as all engineering, design facility procurement, build, maintenance, replacement, and other operational responsibilities related to the Fiber Network, and applicable grant responsibilities for reporting, and shall provide evidence thereof to the County.
5. As the Broadband Provider, SyncGlobal shall be the exclusive provider of all broadband and communications services over the Fiber Network facilities obtained through the grant funding for the life of the public private partnership agreement.
  - 5.1 SyncGlobal will design and construct the Fiber Network to offer broadband service to all locations in the designated unserved areas with the County in accordance with all applicable federal or state grant requirements concerning, speed, latency, and pricing.
  - 5.2 SyncGlobal shall pay all non-grant funded costs of operating the Fiber Network and delivering services.
  - 5.3 SyncGlobal, and not the County, shall have the provider-customer relationship with all end-user customers.
    - 5.3.1 SyncGlobal shall have exclusive responsibility for all marketing, invoicing, billing, and collection activities relating to Fiber Network customers.
  - 5.4 SyncGlobal shall have the exclusive right to all revenues from the provision of broadband and other services over the Fiber Network, and shall be responsible for paying any franchise fees.

- 5.5 SyncGlobal will obtain all necessary regulatory authorizations to provide the applicable services.
    - 5.5.1 The County will coordinate with SyncGlobal and take reasonable measures to authorize the use of County controlled rights-of-way for grant funded Fiber Network facilities to the extent allowed by applicable federal and State law.
  - 5.6 SyncGlobal will interconnect the grant funded Fiber Network facilities to its broader fiber network in and around the County.
  - 5.7 Each party will continue to have exclusive ownership and control over all of their prior existing fiber network facilities and assets as well as any such facilities that are obtained outside of the context of any mutually agreed upon grant program that the Parties jointly participate in.
6. With respect to the NTIA grant and/or Georgia OPB grant, each Party agrees to comply with all applicable grant conditions or requirements as well as all other applicable federal and Georgia laws impacting the use of the grant funds, including making all necessary grant application certifications; however, all out of pocket expenses shall be paid by SyncGlobal other than the County's cash match contribution described in Section 2.1 above.
- 6.1 SyncGlobal will undertake responsibility for tracking all grant funds as well as complying with all applicable NTIA and/or accounting practices and reporting requirements on the use of grant funds. The County shall reasonably coordinate with SyncGlobal as necessary for SyncGlobal to assemble and report such information in a timely manner.
    - 6.1.1 SyncGlobal shall provide copies of all Grant funding accounting reports, and network construction milestones to the County when filed, and provide status reports when requested by the County.
  - 6.2 SyncGlobal will complete those portions of the Fiber Network within the County funded by a grant within the time period specified by the grant documents.
  - 6.3 SyncGlobal agrees to assume liability and indemnify the County for administering the grant and complying with all applicable federal and state regulations with respect to the grant and the operation of the Fiber Network, to the extent allowed by applicable law.
  - 6.4 Neither Party shall be liable to the other Party for any special or consequential damages.
  - 6.5 SyncGlobal shall maintain adequate insurance for the construction and operation of the Fiber Network facilities that they are responsible for maintaining and

repairing under the public private partnership agreement and any other infrastructure or facilities utilized in supporting the network, as well as motor vehicle insurance meeting the requirements of Georgia law and shall maintain Workers' Compensation insurance to meet the requirements of the Workers' Compensation laws of Georgia where applicable. Certificates of Insurance evidencing such insurance coverage shall be provided to the County upon the County's request.

6.5 If either Party provides or has provided confidential or proprietary information ("Confidential Information") designated as such to the other Party, the receiving Party shall hold such information in confidence and shall afford it the same care and protection that it affords to its own confidential and proprietary information (which in any case shall be not less than reasonable care) to avoid disclosure to or unauthorized use by any third party, except as otherwise provided below. All Confidential Information, unless otherwise specified in writing, shall remain the property of the disclosing Party and shall be used by the receiving Party only for the intended purposes set forth in the public private partnership agreement. The receiving Party shall not reproduce Confidential Information, except to the extent reasonably necessary to perform under the public private partnership agreement, or as otherwise may be permitted in writing by the disclosing Party.

6.5.1 The foregoing provisions, shall not apply to (i) any disclosures required by law, (ii) any Confidential Information or any provisions of the public private partnership agreement which becomes publicly available, other than through the Party claiming this exception, or is required to be disclosed by applicable law, (iii) Confidential Information that is required to be disclosed in compliance with any Grant, (iv) Confidential Information that is independently developed by the receiving Party without breach of any obligation of confidentiality.

6.6 The Parties will coordinate on press releases and announcements on the fiber project with the County prominently credited in its role in the securing the grant and enabling the development of the Fiber Network to serve unserved areas within the County. All such press releases and announcements shall be approved by the County.

7. SyncGlobal agrees that it will not assign the public private partnership agreement or sell or dispose of the Fiber Network facilities funded by a grant award that both Parties participated in for the life of such facilities, without the prior written consent of the County.

8. This Letter of Commitment shall be governed by Georgia law and the venue for any dispute between the parties shall be the Superior Court of Carroll County.

IN WITNESS WHEREOF, the Parties hereto, acting by and through their duly authorized officers, have caused this Letter of Commitment to be executed.

SIGNED:

CARROLL COUNTY, GEORGIA

By: \_\_\_\_\_  
Michelle Morgan, Chairman  
Board of Commissioners

Attest: \_\_\_\_\_  
Clerk

Date \_\_\_\_\_

DoveTel Communications, LLC

By \_\_\_\_\_  
Kyle Williamson  
President and CEO

Date \_\_\_\_\_