

**PUBLIC-PRIVATE PARTNERSHIP FIBER NETWORK AGREEMENT
BETWEEN CHARLES COUNTY, MARYLAND AND THINKBIG NETWORKS, LLC**

This **PUBLIC-PRIVATE FIBER NETWORK AGREEMENT** ("Agreement") is entered into as of April 25, 2023 ("Effective Date") by and between the County Commissioners of Charles County, Maryland, a body corporate and politic of the State of Maryland ("County") and ThinkBig Networks, LLC, a Maryland limited liability company with offices at 10807 Falls Road #1388, Brooklandville, Maryland 21022 ("ThinkBig") (collectively, "the Parties").

Whereas, the County and ThinkBig have worked together to develop the funding for a fiber optic network in specific areas of the County, and the County supported ThinkBig's efforts to secure a grant from the State of Maryland Department of Housing and Community Development for broadband expansion projects ("Grant Program"); and

Whereas, the County and ThinkBig have agreed to work together to ensure the construction of a quality, State-of-the-Art, Fiber-to-the-Premises broadband network to certain unserved areas in the County within a specified time frame; and

Whereas, this Agreement reflects the terms and conditions agreed upon by the County and ThinkBig with respect to the construction and implementation of the broadband network.

Whereas, this agreement is issued pursuant to the County's appropriation of funding received from the United States Department of the Treasury's (Treasury) Coronavirus State Fiscal Recovery Fund created by Section 9901 of the American Rescue Plan Act (ARPA) to Charles County Government. As such ThinkBig is required to follow and adhere to all federal and state requirements in order to properly utilize and account for ARPA funding. ThinkBig shall comply with all applicable laws, regulations, terms and conditions established by Treasury, Maryland State and Charles County with respect to the use of Grant funds.

NOW THEREFORE, in consideration of the mutual promises contained herein and intending to be legally bound hereby, the County and ThinkBig agree as follows:

Section 1 Definitions

The following terms in this Agreement shall have the following meanings:

- A. Active Segment – A segment on the network that is lit, connected to the network and capable of providing service to the residence or business it passes.
- B. Broadband – Relating to high-speed data transmission in which the bandwidth is shared by more than one simultaneous signal.
- C. Blocked Location – Any PFSA Designated Location that ThinkBig cannot Pass because it has been denied the needed easement or right of use by a property owner and no other

reasonable means of Passing the PFSA Designated Location exists. For the purpose of this definition, attaching to an existing utility pole is presumed to be a reasonable means of Passing the PFSA Designated Location.

- D. Broadband Data Service – Any terrestrial technology having the capacity to provide transmission facilities that enable subscribers of the service to originate and receive high-quality voice, data, graphics, and video at the minimum data rate of twenty-five (25) megabits per second downstream and three (3) megabit per second upstream for internet fixed service.
- E. Commencement Date – The date by which ThinkBig is to commence construction of the Network.
- F. Complaint – Any written (including electronic) or credible oral communication by a Subscriber expressing dissatisfaction with any aspect of ThinkBig’s service.
- G. Completion Date – August 31, 2025.
- H. Construction Period – The time period for construction of the Network to pass all PFSA Designated Locations, other than Blocked Locations, as set forth in Section 2(K) hereof.
- I. DHCD – State of Maryland Department of Housing and Community Development
- J. Effective Date – The date upon which this Agreement is fully signed and executed by both Parties.
- K. Fiber-to-the-Premises – A fiber optic cable delivery medium in which optical fibers are run directly from the central hub to pass all the premises occupied by potential Subscribers.
- L. Grant – Maryland Office of Statewide Broadband Network Infrastructure Grant awarded by DHCP to ThinkBig.
- M. Grant Program – The Maryland Network Infrastructure Grant Program
- N. Force Majeure – Acts of God; acts of public enemies, including terrorist attacks; orders of any kind of the government of the United States of America or the State of Maryland or any of their departments, agencies, political subdivisions, or officials, or any civil or military authority; insurrections; riots; labor strikes; landslides; lightning; earthquakes; fires; hurricanes; volcanic activity; storms; floods; droughts; explosions; partial or entire failure of utilities or other event that is catastrophic and beyond the ability of the parties to anticipate or control.
- O. Network – The Fiber-to-the-Premises broadband network to be constructed by ThinkBig in the PFSA area of Charles County. The Network will include a passing for all PFSA Designated Locations on both public and private roads.

- P. Network Infrastructure Grant Program Agreement - The agreement between the DHCD Maryland Office of Statewide Broadband and ThinkBig dated August 2, 2022.
- Q. Non-PFSA Locations – Residences and businesses outside the geographical area of the PFSA but within the County.
- R. Normal Operating Conditions – Business conditions that are within the control of ThinkBig.
- S. Passed/Passing – A term that refers to the way in which the Network physically traverses the roads with respect to PFSA Designated Locations. A location has a Passing, or is Passed, if the Network traverses the road on which the PFSA Designated Location is located, such that connecting the Subscriber requires only construction of a Service Drop, on a Driveway as defined by Charles County Code Chapter 276, rather than construction in or along the road.
- T. Program Guides – Defined in the Maryland Network Infrastructure Grant Program Agreement and consist of the following:
- a. The provisions of the American Rescue Plan Act
 - b. The rules, regulations, and guidance issued by the Treasury related to address the economic consequences of the COVID-19 pandemic
 - c. ThinkBig’s Fiscal Year 2022 Network Infrastructure Grant Program Application Form and the supporting documents included in the Network Infrastructure Grant Program Agreement
 - d. DHCD Maryland Office of Statewide Broadband’s Network Infrastructure Grant Program Request for Applications
 - e. DHCD Maryland Office of Statewide Broadband’s Contracting and Procedures Guide
- U. Project – The activities encompassed by this Agreement for constructing the Network within the PFSA.
- V. Proposed Funding Service Area or PFSA – The geographical area in the Northern Nanjemoy area of the County designated by DHCD, the County, and ThinkBig for deployment of the Network. This area is illustrated in Appendix A.
- W. PFSA Designated Locations – The 267 residences and businesses within the PFSA as further described in Exhibit B to the Maryland Network Infrastructure Grant Program Agreement and in Appendix C.

- X. PFSA Non-Designated Locations – Residences and businesses within the PFSA that are not PFSA Designated Locations.
- Y. Public Rights-of-Way – The surface of and the area across, in, over, along, above and below the surface of the public streets, roads, highway, freeways, bridges, tunnels, lanes, paths, public ways or places, alleys, courts, boulevards, sidewalks, ways, drives, circles, waterways, parkways, easements, or similar property, or other public rights-of-way now or hereafter held by the County for the purpose of public travel and shall include other similar easements or rights-of way as shall be now held or hereafter held by the County which shall, within their proper use and meaning, entitle ThinkBig to the use thereof for the purposes of installing poles, wires, fiber, cable, conductors, ducts, conduits, vaults, manholes, amplifiers, appliances, attachments, and other property as may be ordinarily necessary and pertinent to the Network.
- Z. Service Drops – The fiber optic cable that connects the Passing to the customers’ premises on a Driveway as defined by Charles County Code Chapter 276.
- AA. Service Interruption – The loss of broadband data service by a Subscriber.
- BB. State – The State of Maryland.
- CC. State-of-the-Art – The latest and most advanced stage of technology.
- DD. Subscriber – A resident or business that lawfully receives Broadband Data Service distributed by the Network.

Section 2 Construction Commitment

- A. ThinkBig has applied for and received a Grant from the State of Maryland under the Grant Program for purposes of building a fiber-to-the-premises network in the County.
- B. ThinkBig shall design, construct, install, operate, and maintain all necessary fiber and equipment for the Network to all PFSA Designated Locations within the Construction Period (as further described in Section 2.H below) and shall further provide, market, and sell broadband data services to all PFSA Designated Locations, other than Blocked Locations (which may be completed during a Post Construction Period Passing). The Network will include all constructed Service Drops. The parties acknowledge that constructing Service Drops is contingent upon customer subscriptions for broadband service with ThinkBig, and that any Service Drops constructed will be incorporated as part of the Network; however, the Network may be deemed constructed so long as Passings of all PFSA Designated Locations are complete, in addition to any other applicable obligations of ThinkBig contained in this Agreement. The Network will be designed and constructed with funds provided by the County (described below), funds awarded by the State of Maryland, funds to be provided by ThinkBig, and other funds. The Network is mapped and described in Appendix A.
- C. ThinkBig and the County intend that ThinkBig shall extend the Network to PFSA Non-

Designated Locations, provided that such extensions will not impede ThinkBig from building the Network to all PFSA Designated Locations within the required time frame. ThinkBig and the County commit to work together to apply for federal and State grant funds to fund extension of the Network to PFSA Non-Designated Locations. ThinkBig and the County shall also work to develop reasonable cost-sharing mechanisms, based on ThinkBig's actual costs, among ThinkBig, the Subscriber, and the County for extension of the Network to PFSA Non-Designated Location.

- D. ThinkBig intends to extend the Network to Non-PFSA Locations, provided that construction of the Network to PFSA Designation Locations is completed within the time period prescribed in Section 2.H below and further provided that Network deployment and performance are not compromised. On an annual basis, ThinkBig shall provide the County with a map, in mutually agreeable GIS format, of all its network facilities in Charles County.
- E. ThinkBig shall commence the Project on the Effective Date. ThinkBig shall complete the Project prior to August 31, 2025.
- F. ThinkBig shall use County funds only for the approved Project and only in the PFSA. ThinkBig shall use County funds and construct the Project in accordance with the provisions of the Program Guides and this Agreement.
- G. The County shall undertake a design review and validation of ThinkBig's Network initial design prior to the commencement of construction and at any time when the design is substantially modified. The County's review will be expeditious and is intended to enable the County to verify for state and County stakeholders that the proposed Network meets the terms herein. The County will not unreasonably delay approval of the Network design. The County retains the right to utilize an independent consultant to assess the design review and validation.
- H. The County and ThinkBig have divided the PFSA Designated Locations into two phases. The PFSA phases are illustrated in Appendix A. PFSA Phase 1 includes the Construction Period for County and State roads. PFSA Phase 2 includes the Construction Period for private roads that require an easement. ThinkBig shall complete the Construction Period for Phase 1 by August 31, 2024, and complete the Construction Period for Phase 2 by February 28, 2025. The Construction Period for each phase is deemed "complete" when end-to-end attenuation, end-to-end signature and splice testing for the Phase's outside plant fiber is completed, and test results that utilize the template format in Appendix D have been submitted to the County and reviewed and accepted by the County. Additionally, all segments in the completed Phase must be Active Segments. Prior to final payment from the County, ThinkBig will obtain all certifications, licenses, permits, and approvals, and shall otherwise satisfy all requirements necessary to operate the Network.
- I. For all customers in the PFSA, ThinkBig will not charge any installation fee for the Service Drop during the Construction Period.

- J. After the Construction Period has ended, for all customers in the PFSA, ThinkBig will not charge any installation or construction fee for the first 300 feet of the Service Drop installation or line extension, other than where directional boring or trenching is unavoidable, in which case ThinkBig will charge no more than its actual costs for directional boring or trenching construction. For all customers in the PFSA, for installation or construction that exceeds 300 feet, ThinkBig will charge customers at cost. For all customers in the PFSA, for installation or construction that exceeds 300 feet, ThinkBig will charge no more than its actual Service Drop construction costs for directional boring or trenching. ThinkBig will make best efforts to reduce these installation costs as much as possible. After the Construction Period. ThinkBig will not charge any installation or construction fee for areas other than on Driveways as defined by County Code Chapter 276.
- K. ThinkBig shall request from all property owners all necessary easements and other applicable rights of use upon those properties needed to construct the Network at ThinkBig's sole cost and expense. In the event that ThinkBig is denied the needed easements or rights of use by such property owners in connection with a PFSA Designated Location (such occurrence, a "Blocked Location"), it shall use its best efforts to seek alternative means to ensure a Passing of all PFSA Designated Locations including the Blocked Locations. If alternative means are not available to it, ThinkBig shall notify the County, and the parties shall negotiate in good faith to devise a plan to complete the Passing or modify the Project to delay those PFSA Designated Locations that cannot be Passed due to the unwillingness of the property owner(s) to grant the needed easements or other rights of use, until such time as easements or rights of use can be secured. The County acknowledges and agrees that ThinkBig will not compensate property owners for easements or other rights of use upon private property.
1. In the event of a Blocked Location, ThinkBig will make best efforts to ensure a Passing of any and all Blocked Locations in future years, even after the end of the Construction Period (such occurrence, a "Post Construction Period Passing"). Upon notice given to ThinkBig by the property owner of a previously Blocked Location that necessary easements and other rights of use may now be granted to ThinkBig, ThinkBig shall pursue said easements and other applicable rights of use within thirty (30) days of said notice in order to complete a Post Construction Period Passing, subject to the terms of parts (a) and (b) of this section below.
- a. If the entire County Match and State financial obligation, as described in Section 5.A.1. and Section 5.C. respectively, is paid to ThinkBig during the Construction Period, ThinkBig remains obligated to complete a Post Construction Period Passing of all previously Blocked Locations in accordance with all the terms of this Agreement, and at no additional cost to the County. Failure to do so shall be deemed an Event of Default hereunder.
- b. If the County Match is not fully expended during the Construction Period, the County shall reimburse ThinkBig at a rate of 20% for any Post Construction Period Passing until such time as the County Match is fully expended. Further, the County will reimburse ThinkBig an additional 70%

for any Post Construction Period Passing not reimbursed by the State, contingent upon allocation of additional funding by the County. Upon confirmation that ThinkBig will be reimbursed at a rate of 90%, to include County funding or a combination of State of County funding, ThinkBig shall complete a Post Construction Period Passing in accordance with all the terms of this Agreement. Failure to do so shall be deemed an Event of Default hereunder. Once the entire County Match and the amount equal to the State financial obligation are expended, ThinkBig remains obligated to complete a Post Construction Passing of all previously Blocked Locations in accordance with all the terms of the Agreement, and at no additional cost to the County. Failure to do so shall be deemed an Event of Default hereunder.

- L. ThinkBig will get prior written County approval for any changes to the Construction Commitment included herein, including modifications to the scope of work of the Project, modifications to the Network Map included in Appendix A or modifications to the Completion Date.
- M. The Parties anticipate a collaborative relationship to organize, plan, and leverage existing resources, expertise, and relationships to create further efficiencies in the design, deployment and operation of the Network.

Section 3 Network Technical Requirements

- A. ThinkBig agrees to provide a Network that is capable of delivering the following technical performance requirements:
 1. Passive Optical Network ("PON") or active Ethernet technology to provide 1 Gbps downstream to all subscribers and 1 Gbps symmetric service to 10 percent of subscribers.
 2. A technology roadmap to increase speed to 10 Gbps downstream to all users and 10 Gbps symmetrical service to 10 percent of subscribers without replacement or upgrade of outside plant.
 3. The Network will be able to manage Quality of Service to individual users.
 4. The Network will include the capability to split users into multiple tiers of service, each with different maximum speeds.
 5. Latency <10 milliseconds to the internet exchange point in Ashburn, Virginia. ThinkBig will ensure that its upstream providers of bandwidth to the internet exchange point in Ashburn, Virginia commit to provide service to ThinkBig that meets this requirement.
 6. Backup power of at least 72 hours in case of an electric outage for all electronics except at the customer premises
- B. ThinkBig will determine the optimal network design and configuration to achieve these standards. ThinkBig will make all decisions regarding what assets to purchase with County

funds and County oversight/approval, such approval not to be unreasonably withheld.

- C. During the term of this Agreement, ThinkBig will make financial investments in the Network in the PFSA to maintain a state-of-the-art distribution network carrying products and services, and with service quality standards equal to or better than the products and services offered by the terrestrial, fixed broadband networks in the densely-populated areas of the County.
- D. The Network shall comply with all current applicable codes, including the National Electrical Safety Code, the National Electric Code and any other applicable federal laws and regulations and the laws, ordinances and construction standards of the State of Maryland.

Section 4 Service Requirements

- A. For the Term of this Agreement, as described in Section 8.A, ThinkBig shall operate and maintain all necessary fiber and equipment for the Network to all PFSA Designated Locations and shall further provide, market, and sell broadband data services to all PFSA Designated Locations.
- B. ThinkBig will offer residential products and services in the PFSA with pricing equal to or better than that offered by the terrestrial, fixed broadband networks in the densely-populated areas of the County.
- C. ThinkBig will operate a network that is neutral with respect to applications, websites, type of use, and type of end-user device.
- D. ThinkBig will not collect or sell personal information from a customer without express written approval.
- E. Among other products, ThinkBig will offer data services that do not limit, quota, cap, or otherwise ration a user's total upload and download data capacity to an extent that limits reasonable use of broadband. So long as such uncapped services are available for purchase by County customers, ThinkBig may offer services that do cap data capacity.
- F. ThinkBig will maintain the Network according to the standards in Appendix F.

Section 5 Financial Commitment

A. County Financial Obligations

1. The total financial obligation of the County for this Project is \$252,752, subject to a Blocked Location Deduction (the "County Match"). The County shall have no further financial obligation in addition to the County Match for this Project. If, at any time, more

than five (5) percent of all PFSA Designated Locations are deemed by the County in its sole and reasonable discretion to be Blocked Locations in accordance with Section 2(K) hereof, then the County Match shall be reduced by a percentage proportional to the total percentage of PFSA Designated Locations that have been deemed by the County to be Blocked Locations (the "Blocked Location Deduction"). In the event of a Post Construction Period Passing in accordance with Section 2(K) hereof, the County will refund to ThinkBig the portion of any Blocked Location Deduction applicable to such Post Construction Period Passing.

2. Other than the County Match described above and the State Grant, all costs related to the Network are the responsibility of ThinkBig and not the County. ThinkBig will assume any and all financial risk in excess of the County and State financial obligations. All revenues from the Network accrue to the benefit of ThinkBig and not to the County.

3. In the event the County determines, in its sole discretion, that State Grant Funds received by ThinkBig have not been properly expended, the County may declare ThinkBig in default of this Agreement and exercise its remedies pursuant to this Agreement.

B. ThinkBig Financial Obligations

1. The financial obligation of ThinkBig for this Project has been determined by the State to be at least \$126,376. These funds must be used for capital expenditures and may not be used to fund operational costs. ThinkBig has agreed to absorb, pay and fund all operating and administrative costs associated with the Project.

2. ThinkBig shall comply with the Program Guides.

C. State Financial Obligations

The State's financial obligation for this Project is \$884,631. The details with respect to this obligation are described in the Maryland Network Infrastructure Grant Program Agreement between the State and ThinkBig.

D. Expenditure of County Funds

1. All County Funds shall be expended on or before the Completion Date (as defined in Section 1 of this Agreement.), with the exception of funds for Post Construction Period Passings of previously Blocked Locations, or funds withheld due to the Blocked Location Deduction.

2. ThinkBig shall expend County funds in accordance with the "Eligible Grant Purposes" set forth in the Program Guides. County fund eligible expenses are capital expenses defined as expenses that are capitalized. All County fund eligible capital expenditures must be for new, non-depreciated items and can include the construction of outside-plant deployment (including last mile and middle mile infrastructure), electronic equipment necessary to

deliver service (including equipment shelters, wireless radio, and antenna), and other capital costs that are directly necessary to provide Broadband Data Services to the end user. Expenses for capital expenditures shall only be reimbursed after installation as part of the Project.

3. Funds provided by the County under this Agreement shall not be used for operating expenses, including, but not limited to leases of any kind, the provision of customer devices (handsets, laptops, tablets, etc.), bandwidth and spectrum expenses, salaries and overhead. Funds also may not be used for the purchase or construction of towers, land, buildings, or for building renovations, tower upgrades, or the acquisition of facilities or companies.

4. Unless otherwise agreed to in writing by the County, ThinkBig shall expend at least fifty (50%) of County funds for the Project by the second (2nd) anniversary of the Effective Date.

5. All costs incurred by ThinkBig before the Effective Date and before approval by the County of the release of County funds are incurred voluntarily, at ThinkBig's risk and upon its own credit and expense, and ThinkBig's authority to be reimbursed for the County funds shall be governed by the provisions of this Agreement.

6. If, upon completion of the Project, there are cost savings and/or undisbursed funds, ThinkBig shall return any remaining County funds to the County and relinquish any claims to undisbursed funds, except as to reimbursements for Post Construction Period Passings that ThinkBig is entitled to only after the Post Construction Period Passing is complete, and as further described in Section 2.K.

E. Commencement and Completion of the Project

1. The County, its agents, and its employees shall be allowed to inspect the Project at any time during construction and upon completion.

2. ThinkBig shall ensure that all necessary approvals for the commencement of the Project have been obtained, including all applicable permits and licenses.

3. On or before the Completion Date, ThinkBig shall obtain all certifications, licenses, permits, and approvals necessary to operate the Network, and shall otherwise satisfy all requirements necessary to operate the Network.

F. Conditions Precedent to Disbursement of County funds. The County shall not disburse County funds until ThinkBig has complied with the following conditions:

1. ThinkBig has submitted, and the County has approved, all the Project plans and specifications.

2. All work described in the completed Charles County Government North Nanjemoy

Broadband Buildout– Broadband Infrastructure Grant Funds Request form and related to the disbursement has been completed.

3. ThinkBig has complied with all terms and conditions of the Program Guides.

4. ThinkBig shall submit the completed Maryland State Broadband Infrastructure Grant Program - Broadband Infrastructure Grant Funds Request form to the County at the same time it submits the form to the state. The submitted form shall include all required backup documentation. The County's Match Required percentage on this form will be 20%.

5. All of the representations and warranties made by ThinkBig in this Agreement are true and accurate as of the Effective Date and at the date of each disbursement of County funds.

6. The County has received evidence of ThinkBig's compliance with the insurance requirements of this Agreement.

7. ThinkBig has provided a certificate of its secretary or other authorized officer certifying (1) the accuracy of its organizational documents; (2) resolutions of its members duly authorizing the execution, delivery, and performance of this Agreement and all other related documents; and (3) the incumbency and signatures of the officers or managers authorized to execute this Agreement.

8. ThinkBig has provided confirmation of the absence of an Event of Default or an event which, but for the passage of time or the giving of notice, or both, would constitute an Event of Default on the Effective Date.

9. With respect to payment for construction of outside plant fiber placement, ThinkBig has (a) completed end-to-end attenuation, end-to-end signature and splice testing (collectively, the "Required Testing") to the satisfaction of the County in its sole discretion and (b) submitted test results to the County based on the test data template in Appendix D attached hereto. In addition, the segment being billed must be an Active Segment and service must be available to the residence or business Passed on the segment.

10. Execution by BSCP GP 1, LLC, of a Disclaimer of Interest, releasing the Collateral (as defined below) from BSCP GP 1's security interest in the assets of ThinkBig in a form reasonably acceptable to the County.

11. With respect to payment for construction of Service Drops, ThinkBig will submit a monthly invoice with supporting documentation which meets ARPA funding guidelines.

G. Disbursement of County funds

1. After the Effective Date, the County will disburse County funds to ThinkBig on a reimbursement basis as the Project progresses. ThinkBig shall submit a request for payment as detailed in the Program Guides. No more than 50 percent of the County Match will be paid by the County in the first year of the Construction Period, and no more than 40 percent of the County Match will be paid by the County in the second year of the Construction Period. The remaining 10 percent of the County Match will be paid once 90 percent of total fiber miles have been installed, tested, and approved by the County.

2. Requests for payment should be made allowing thirty (30) calendar days to receive funds. The request for payment shall not exceed the eligible costs incurred and approved by the County. The County, in its sole discretion, may disburse funds for eligible costs anticipated to be incurred or costs incurred prior to the Effective Date.

3. The County has a right to withhold disbursement of funds if at any time the County determines, in its sole discretion, that ThinkBig is not performing or completing the Project in a manner satisfactory to the County. This may include failing to complete work by the dates specified in Section 2.H. The County shall have the right at any time to request that ThinkBig provide additional supporting documentation with any request for payment. Upon receipt of all supporting documentation by the County, funds may not be unreasonably withheld.

4. Payment will not be made for outside plant fiber placement until the Required Testing is completed. Test results shall (i) meet or exceed the standards required pursuant to Appendix D, (ii) be submitted with the request for payment, and (iii) be based on the test data template in Appendix D attached hereto. The County may, prior to disbursement of funds, undertake such tests itself and ThinkBig will facilitate such testing by the County.

Section 6 Records, Inspections, Meeting and Reporting Requirements

A. Records

1. ThinkBig shall maintain accurate financial, management, programmatic and other records of the Project, including meeting minutes of ThinkBig's governing body, if applicable, for transactions relating to the receipt and expenditure of County funds and administration of the Project (collectively, "Records"). The Records shall be retained for three (3) years following the date the County approves the Final Report described in Section 6.D.6 below.

2. During the Construction Period and any Post Construction Period Passing, ThinkBig shall make ThinkBig's administrative offices, its personnel, whether full-time, part-time, consultants or volunteers, and the Records available to the County for inspection upon request. During the Construction Period and any Post Construction Period Passing, ThinkBig

shall permit the County to perform program monitoring, evaluation and audit activities as determined to be necessary, at the discretion of the County.

3. ThinkBig shall cause to be maintained for the County's inspection the books, accounts, and records of contractors in connection with the Project for three (3) years past the date the County approves the Final Report.

B. Inspections. During the Construction Period and for a period of three (3) years following the date the County approves the Final Report, ThinkBig shall permit the County to monitor the Project to ensure that the Project is being carried out in accordance with the terms of this Agreement.

C. Meeting Requirements

1. During the Construction Period, the technical teams for the Parties will meet on a weekly basis for purposes of sharing information, data, and plans regarding upcoming construction, so as to enable the Parties to plan accordingly based on shared expectations. The Parties anticipate that these weekly meetings will serve to provide predictability and enable each of the Parties to facilitate and support the needs of the other, as well as to plan appropriately for staffing and other upcoming efforts. During these meetings, ThinkBig will present and discuss any changes to the project plan. The County must approve all project plan changes.

2. Upon completion of the construction of the Network, on a periodic basis to be mutually agreed to by the Parties, ThinkBig and the County will meet to review ThinkBig's operations, the status of the Network, and the state of the partnership between the Parties.

3. The County will assign a project manager to work with ThinkBig and to review and verify progress on the Network construction and operation.

4. ThinkBig will work directly with the County's Economic Development Department to support efforts to attract businesses to the County and to provide data about ThinkBig's commercial broadband data offerings that can be provided to businesses considering locating in the County.

D. Reporting Requirements

1. During the Construction Period, ThinkBig will provide sufficiently detailed written progress reports to the County Project Manager on a quarterly basis (January 1, April 1, July 1 and October 1 of each year) to enable the County to understand the status of deployment. The progress reports should indicate whether or not the construction has met the progress milestones set forth in Section 2.H above and Appendix B. ThinkBig will also provide information on at least the following:

- a) Number of residences or businesses Passed in each phase;
 - b) Important milestones for upcoming phases of the project.
2. The report should also include work accomplished and problems encountered, past and projected expenditures of County funds and benchmarks reached. ThinkBig shall ensure that each interim progress report is received by the County no later than ten (10) working days after the due date.
3. During the Construction Period, ThinkBig will provide the following counts to the County on a weekly basis:
 - a. Total number of customer service agreements received in each phase
 - b. Total number of Subscribers in each phase
 - c. Total number of customer service agreements not yet connected and breakdown of status
 - d. Total number of segments completed by phase
 - e. Total number of fiber miles built by phase
 - f. Weekly totals of customer drops installed, site walks completed and customers connected
4. During the construction of the Network, ThinkBig shall provide financial detail on every request for payment showing the County contribution, the State Contribution, and ThinkBig's contribution.
5. Upon request, ThinkBig shall provide the County with information and documentation in forms acceptable to the County regarding State Grant Funds. Such information and documentation shall include, but not be limited to, information concerning ThinkBig's receipt and expenditure of State Grant Funds.
6. ThinkBig shall not cause or permit any part of the Network to become subject to any mechanic's, materialmen's, or vendor's lien, or any similar lien.
7. Within forty-five (45) calendar days after ThinkBig completes the Project, ThinkBig shall submit to the County a final report (the "Final Report") in a manner and form to be determined by the County that describes the completed Project, the success of the Project including the number of residences and businesses that gained access to broadband facilities, any problems encountered in completing the Project, and such other information as the County requires. The Final Report shall also contain an expense and revenue summary of the Project, certified by the highest fiscal officer of ThinkBig, that lists all expenditures relating to County funds. In addition, any completed studies, surveys, reports, or other work products, if applicable, shall be attached to the Final Report. The Project will not be considered fully closed out until the Final Report has been submitted to, and accepted by, the County.

8. Throughout the Construction Period, on an annual basis beginning one year after the Effective Date, ThinkBig will provide a report to the County Board of Commissioners regarding construction of the Network, its operations, the status of the Network, and the state of the partnership between the Parties.
9. In addition to the requirements set forth above, during construction of the Network, ThinkBig shall provide the County with such additional records, reports and other documentation as may be required by the County.
10. Following the completion of construction of the Network and during the term of the Agreement, ThinkBig will provide an annual report to the County Board of Commissioners which shall include (1) A summary of the previous year's activities in development of the Network in the PFSA, including services begun or discontinued during the reporting year and the number of Subscribers for each service level; (2) A summary of any potential plans for investment in Charles County; and (3) the service backlog of Subscribers scheduled to be connected in the PFSA.
11. Within thirty (30) days of a written request, ThinkBig shall submit to the County a report showing the number of Complaints that required a service call, originating from the PFSA and received during the previous 12-month reporting period, the dates they were received, the addresses of the Complaints, summary descriptions of the Complaints, the dates the Complaints were resolved and summary descriptions of the resolutions.
12. As with any County project, the Parties anticipate that unexpected circumstances may arise as a result of inclement weather or other unforeseeable factors. If so, the County may, in its sole discretion, extend the time frame for certain reporting requirements in this Agreement.

Section 7 Additional County Obligations

- A. The County's review of documents and data provided by ThinkBig shall not be unreasonably delayed or denied. To the extent possible, the County will provide support and assistance in permitting and navigation of other County processes including access to the Public Rights-of-Way.
- B. To the extent feasible and agreeable by both parties, the County will provide access, based on terms and conditions to be negotiated, to County real property for locating communications equipment. The County will also assist ThinkBig, to the extent feasible, with identifying other structures, both private and County-owned, for potential placement of Network equipment.

- C. The County will provide to ThinkBig access to County mapping databases and other data resources, subject to a Non-Disclosure Agreement to be signed by ThinkBig and subject to the County's confidentiality considerations. In addition, the County will provide ThinkBig, to the extent feasible and consistent with State law, access to certain materials developed by the County for assessing broadband opportunities including, but not limited to, geographic information systems data.

Section 8 Length of Term

- A. The term of this Agreement is twenty (20) years from the Effective Date. The expiration or termination of this Agreement shall not affect ownership rights the County holds in fiber optic cable transferred to the County, nor the maintenance obligations of ThinkBig, as established in a separate Fiber Optic Sale and Maintenance Agreement.
- B. ThinkBig shall provide Broadband Data Service availability to PFSA Designated Locations for at least twenty (20) years.

Section 9 Customer Service Standards

- A. ThinkBig will provide an experienced and able management team to design, build, operate, and maintain the Network. ThinkBig will respond to the needs of its subscribers through high-quality customer service. ThinkBig agrees to comply with the customer service standards detailed in this Section for all Subscribers in the PFSA.
- B. ThinkBig will provide and maintain a local or toll-free telephone line for taking customer calls and will provide other forms of customer contact, such as a website that enables comment by Subscribers, that will be available 24 hours per day, seven days per week, including on holidays. During the hours of 10 am to 8 pm from Monday through Saturday and 11 am to 6 pm on Sunday ("Normal Business Hours"), company representatives will be available to respond to customer inquiries. After Normal Business Hours or in the event that no customer service agents are able to immediately answer the call, ThinkBig may make provision for electronic response pending opportunity the following day for a response by a company representative. A company representative will respond to inquiries received after Normal Business Hours on the next business day. Telephone answering time shall not exceed 30 seconds after the connection is made. If a customer's call is placed on hold, the hold time shall not exceed ten (10) minutes before the call is answered by a company representative. If the call or contact is transferred, the transfer time will not exceed 30 seconds. Customers will receive a busy signal no more than three percent (3%) of the time. With respect to all obligations in this paragraph, ThinkBig and the County shall meet no less frequently than every five (5) years to discuss technology change and consider mutually agreeable updates to these obligations that reflect the technologies and tools consumers typically use to contact customer service.
- C. ThinkBig will schedule appointments for installations and other service calls either at a

specific time or, at a maximum, during a four-hour time block during Normal Business Hours. ThinkBig may also schedule service calls outside of Normal Business Hours for the convenience of the Subscriber. ThinkBig will use best efforts not to cancel an appointment with a Subscriber after the close of business on the business day prior to the scheduled appointment. If a service technician is running late and will not meet the specified appointment time, ThinkBig will contact the Subscriber and, if requested by the Subscriber, reschedule the appointment at the convenience of the Subscriber. ThinkBig shall require that any employee or agent, including any subcontractor, who personally visits any residential dwelling, shall display a photo identification badge.

- D.** During the Construction Period, installation of Service Drops shall be performed within six (6) months of execution of a service contract between ThinkBig and a Subscriber. Following the Construction Period, installation of Service Drops up to 300 feet will be performed within ten (10) business days after an order has been placed or on a date requested by the Subscriber. Installation of Service drops greater than 300 feet will be scheduled within twenty (20) business days after an order has been placed or on a date requested by the Subscriber. Service activation will be scheduled within seven (7) days after the Service Drop is complete. All obligations in this paragraph are subject to best efforts and successful resolution by ThinkBig of necessary preconditions for installation, including easements and utility locates.
- E.** Except during conditions beyond its control, ThinkBig will begin working on a Service Interruption no later than 24 hours after being notified of the problem. Notice of a Service Interruption of a single Subscriber shall give rise to this obligation on behalf of ThinkBig. All other service calls not affecting public health, safety or welfare shall be responded to within a maximum of 48 hours after notice to ThinkBig.
- F.** ThinkBig shall provide at least sixty (60) days advance written notice to Subscribers of any changes in rates or services if the change is within the control of ThinkBig.
- G.** In the event of a Service Interruption of four (4) or more consecutive hours, credits will be issued to Subscribers, upon timely Subscriber request, no later than the billing cycle following such Service Interruption. The credits shall equal, at a minimum, a proportionate amount of the Subscriber(s)' monthly bill.
- H.** ThinkBig will use best efforts to respond to all Network outage and maintenance issues with either local support personnel or contractors.
- I.** ThinkBig will use best efforts to schedule routine network maintenance during times which will cause the least amount of customer service disruption.
- J.** ThinkBig will maintain a local physical customer service location within 20 miles of the PFSA where customers can obtain, return, or exchange equipment.
- K.** ThinkBig's bills shall be understandable, itemized, and inclusive of all relevant information.

- L. ThinkBig shall establish clear written procedures for resolving all Complaints from Subscribers and shall respond to written Complaints in writing, including email, within ten (10) business days.
- M. Without exception, ThinkBig will comply with all applicable safety and other codes and standards.

Section 10 Ownership, Defaults and Disputes

- A. If the County has reason to believe that ThinkBig has not complied with any material provision of this Agreement, it shall notify ThinkBig in writing of the nature of such alleged noncompliance and the section(s) of this Agreement that it believes has been violated and the details relating thereto. If the County does not notify ThinkBig of any noncompliance or violation of this Agreement, it shall not operate as a waiver of any rights of the County hereunder or pursuant to applicable law.
- B. Notwithstanding whether the County notifies ThinkBig pursuant to Section 10.A above, upon the occurrence of an Event of Default (as defined below), ThinkBig shall have thirty (30) days from the earlier of (i) receipt of notice from the County of such Event of Default or (ii) ThinkBig's actual knowledge of the occurrence of such Event of Default to: (i) respond to the County, if ThinkBig contests the Event of Default; (ii) notify the County, if County is not yet aware of such Event of Default, (iii) cure such Event of Default; and/or (iv) in the event that, by nature of the noncompliance, it cannot be cured within the thirty (30) day period, the period of time in which ThinkBig must cure the violation shall be extended for such additional time necessary to complete the cure, provided that ThinkBig shall have promptly commenced to cure and is diligently pursuing its efforts to cure.
- C. Upon the occurrence of an Event of Default, the County may, at its sole option, seek any and all remedies available under this Agreement and at law or equity, including, but not limited to, specific performance and, for the Liquidated Damages Events, liquidated damages.
- D. If the County determines at any time that the Project is not being constructed materially in accordance with the plans and specifications approved by the County and all governmental requirements, upon three (3) days' prior written notice to ThinkBig, the County may cause all construction to cease on the Project affected by the condition of material nonconformance and withhold further disbursements under this Agreement. ThinkBig shall thereafter not allow any construction work, other than corrective work, to be performed on the portion of the Project affected by the condition of material nonconformance until such time as the County notifies ThinkBig that the materially nonconforming condition has been corrected. ThinkBig shall notify the County immediately upon receipt of "red tag" or "stop order" notices from any federal, state, county or municipal building inspector or of unsatisfactory compliance with any applicable building code, and in such event ThinkBig shall provide the County with a full and complete written explanation of the nature of such material noncompliance.
- E. Events of Default. The following actions by ThinkBig shall constitute a default under this

Agreement (collectively, "Events of Default").

- a. ThinkBig changes its name or address from that set forth herein, unless it shall have given the County no less than 30 days' prior written notice.
- b. ThinkBig makes any transfer or assignment, enters into any transaction of merger or consolidation, or otherwise encumbers its right, title, interest or control in this Agreement either through its own action or by operation of law, in violation of the terms of Section 19 below.
- c. ThinkBig breaches any material representation or warranty contained herein or made any materially incorrect representation or warranty in any other document furnished to the County in connection herewith.
- d. ThinkBig fails to maintain the insurance required by this Agreement.
- e. ThinkBig fails to perform or observe any other material covenant, condition or agreement to be performed or observed by it hereunder or under that certain Fiber Optic Sale and Maintenance Agreement Between Charles County, Maryland and Think Big Networks, LLC, dated as of the date hereof (the "Sale and Maintenance Agreement").
- f. ThinkBig is adjudicated insolvent or a bankrupt, or cease, be unable, or admit its inability, (i) to pay its debts as they mature, or make a general assignment for the benefit of, or enter into any composition or arrangement with creditors; (ii) apply for or consent to the appointment of a receiver, trustee or liquidator of it or of a substantial part of its property, or authorize such application or consent, or proceedings seeking such appointment shall be instituted against it without such authorization, consent or application and shall continue undismissed for a period of 60 days; (iii) authorize or file a voluntary petition in bankruptcy or apply for or consent to the application of any bankruptcy, reorganization in bankruptcy, arrangement, readjustment of debt, insolvency, dissolution, moratorium or other similar law of any jurisdiction, or authorize such application or consent; or proceedings to such end shall be instituted against it without such authorization, application or consent and such proceeding instituted against it shall continue undismissed for a period of 60 days.
- g. ThinkBig suffers an adverse material change in its financial condition from the date hereof.
- h. ThinkBig becomes insolvent or ceases to do business in the ordinary course.
- i. Any representation or warranty made by ThinkBig in any documents entered into in connection with this Agreement (including, not limited to, the Sale and Maintenance Agreement) or any information delivered by ThinkBig in connection with the transactions evidenced by this Agreement is materially incomplete, incorrect or misleading as of the date made or delivered.

- j. ThinkBig defaults (by payment, performance or otherwise) under any material loan, lease, guaranty or other financial obligation to any third party which default entitles the other party to such obligation to exercise remedies which would reasonably be expected to have a material adverse effect on this Agreement.
 - k. There is any material deviation in the completion of the Project from the plans and/or specifications or governmental requirements, or the appearance or use of defective workmanship or materials in constructing the Project, and ThinkBig fails to remedy the same to the County's reasonable satisfaction within forty-five (45) days of the County's written demand to do so.
- F. If a violation has not been cured within the time allowed under Section 10.B or if the County disagrees with ThinkBig's challenge of the violation, then the Parties shall meet and confer (to include participation of the County Attorney's Office) and attempt in good faith to resolve such violation or dispute. In the event that any dispute or violation arising or related to this Agreement is not settled by the Parties within fifteen (15) days after the first meeting of the Parties, then the Parties will attempt in good faith to resolve such dispute or violation by non-binding mediation in accordance with the American Arbitration Association Commercial Mediation Rules. At least one mediation session will be promptly conducted and attended by representatives of each party having sufficient settlement authority. The cost of the mediation billed by the mediator will be divided equally between the Parties. Any settlement reached by mediation shall be recorded in writing, signed by the parties, and shall be binding on them. If mediation fails to produce a resolution, then either party may seek resolution in the Circuit Court of Charles County, Maryland or any federal court sitting in the District of Maryland. The Parties do hereby waive trial by jury in connection with any proceedings brought to enforce the terms of this Agreement.

G. Ownership

1. All equipment and facilities that were paid for by the County Match shall be owned by ThinkBig, subject to the terms of this Agreement, other related documents, and applicable law.
2. In the event that equipment must be removed or uninstalled from any private or public structures within the County, ThinkBig will be responsible for removing the equipment.

H. Liquidated Damages

- a. **Notice and Right to Cure**. ThinkBig shall be liable and pay to the County for the amounts specified below for any of the following failures by ThinkBig to comply with the provisions of this Agreement. The County shall provide written notice of any alleged violation in accordance with the terms of this Section 10. In the event ThinkBig fails to cure the alleged violation in accordance with Section 10.B, and upon a finding of non-compliance by the County following a Conference with

ThinkBig (to include participation of the County Attorney's Office), then, subject to the provisions of Section 10.F above, the County shall notify ThinkBig of the failure to comply and the assessment of liquidated damages which shall accrue from the date of the initial written notice of the violation and, at the option of County, if not paid to the County by ThinkBig within ten (10) Days after notice of assessment is given, shall be paid in such other manner as may be determined by the County. Notwithstanding the foregoing, no liquidated damages shall accrue or be required to be paid during the pendency of mediation or litigation described in Section 10.F above.

b. Amounts. For the following failures to comply with this Agreement (collectively, the "Liquidated Damages Events"), the liquidated damages shall be in the following amounts:

1. Failure to comply in material respects with any provision of the Customer Service Standards included in Section 9 of this Agreement: Two Hundred and Fifty Dollars (\$250) per day for each day that such failure continues;
2. Failure to maintain and provide data, documents, records, reports, or information to the County pursuant to the terms of this Agreement, or, as reasonably requested by County, to cooperate with the County during a performance review of the Network: Two Hundred Dollars (\$200) per Day;
3. Failure to adhere in all material respects to the technical performance standards agreed to in Sections 3 and 4 of this Agreement: Five Hundred Dollars (\$500) per Day;
4. Failure of ThinkBig to comply in material respects with maintenance standards in Appendix F: Four Hundred Dollars (\$400) per Day;
5. Failure to promptly provide information reasonably required by the County under this Agreement: One Hundred Dollars (\$100) per Day; and

c. ThinkBig agrees that each of the failures set forth in this Section shall result in injuries to the County and its residents, businesses and institutions, the compensation for which will be difficult to ascertain and to prove. Accordingly, ThinkBig and the County agree that the liquidated damages in the amounts set forth above are fair and reasonable compensation for such injuries. ThinkBig agrees that the foregoing amounts are liquidated damages, not penalties or forfeitures. Under no circumstances shall the total Liquidated Damages required to be paid by ThinkBig exceed \$100,000 per year or the County Match in the aggregate under this Agreement.

Section 11 County Ownership of Certain Fiber

ThinkBig shall grant to the County ownership, in fee simple, of certain fiber strands procured and installed by ThinkBig as it constructs the Network. The terms and conditions of such transfer of ownership are set forth in a separate Fiber Optic Sale and Maintenance Agreement between the County and ThinkBig.

Section 12 Affordability

- A.** ThinkBig, subject at all times to its own business judgment, will use good faith efforts to explore the possibility of participating in existing or future broadband subsidy programs funded by the State or federal government that could benefit low-income consumers within Charles County, including the federal Lifeline program.
- B.** As long as there is a participating subsidy program in which ThinkBig is participant in the County, ThinkBig will offer a reduced-cost service in the County as part of its participation in the subsidy program, at or above the federal definition of broadband, to lower-income households in the PFSA that are eligible.

Section 13 Indemnification and Limitation of Liability

- A. Indemnification.** ThinkBig shall indemnify, defend, save and hold harmless the County, its elected and appointed officials, officers, agents and employees acting in their official capacities, from any and all third-party claims, liabilities, expenses, injuries, and losses, arising in whole or in part from, caused by or connected with any act or omission of ThinkBig, its officers, agents, contractors, subcontractors or employees including, but not limited to, the construction, installation, upgrade, reconstruction, operation, maintenance or removal of the Network. The County shall give ThinkBig timely written notice of its obligation to indemnify and defend the County as soon as practicable after receipt of a claim or action pursuant to this Section. The County agrees that it will cooperate with ThinkBig to attempt to avoid a default judgment and shall not impede ThinkBig's ability to defend the claim or action. The obligation to indemnify, defend, save and hold the County harmless shall include, but not be limited to, the obligation to pay judgments, injuries, liabilities, damages, penalties, and reasonable attorneys' fees. ThinkBig shall not indemnify the County for any claims resulting solely from acts of willful misconduct or gross negligence on the part of the County, its elected and appointed officials, officers, agents and employees acting in their official capacities.
- B.** Notwithstanding the foregoing, in no event shall the aggregate indemnification to be paid by ThinkBig under this Section 13 exceed \$500,000 in the aggregate.
- C. Actions Against Third Parties.** Nothing contained herein shall operate as a limitation on the right of either Party hereto to bring an action for damages, including consequential

damages, against any third party, based on acts or omissions of third parties as they may affect the operation or use of the Network, or related property or equipment. Each Party shall execute such documents and take whatever actions as may be reasonable and necessary to enable the injured Party to pursue any such action against such third party.

- D.** The County shall not be liable for any indirect, special, consequential or punitive damages resulting from or arising out of, or alleged to arise out of, this Agreement or any breach hereof by ThinkBig, nor shall the County be liable for any direct, indirect, special or consequential damages or loss resulting from or arising out of, alleged to arise out of, the possession, delivery, non-delivery, rejection, installation, use, operation, repossession, or disposition of the materials used in the Project, or from any defects in, failures, malfunctions, repairs, replacements or alterations thereof.

Section 14 Insurance

- A.** ThinkBig shall maintain not less than the following insurance coverage for the duration of this Agreement:
1. ThinkBig shall maintain Professional Liability coverage in minimum amounts of \$2,000,000.00 per event and \$1,000,000.00 per person.
 2. ThinkBig shall maintain Commercial Automobile Liability - Minimum - \$2,000,000.00.
 3. ThinkBig shall maintain Workers' Compensation Insurance as required by Maryland law.
 4. ThinkBig shall maintain Commercial General Liability with minimum limits of \$1,000,000.00 per person, \$2,000,000.00 per occurrence. Policies shall include the broad form of Commercial General Liability Endorsement or its equivalent.
- B.** The limits set forth above are minimum limits and shall not be construed to limit the liability of ThinkBig beyond that set forth in Section 13 above.
- C. Policy Requirements.** ThinkBig shall obtain and maintain the insurance policies as required above from a company or companies issued by insurers licensed to do business in the State of Maryland, Local Government Insurance Trust, or be self-insured in the State of Maryland and with companies rated A- or better by Best's Key Rating Guide. ThinkBig must provide the County with a Certificate of Insurance with endorsements listing the County as additional insured evidencing compliance with the insurance requirements of this Section with the execution of the applicable Fiber Route Order and with each policy renewal. The insurance certificate shall indicate that the County shall be notified not less than thirty (30) calendar days prior to any cancellation. If ThinkBig provides any of the foregoing coverages through one or more policies that are on a claims-made basis, ThinkBig shall cause such policy or policies to be maintained for at least three (3) years beyond the expiration of the applicable Fiber Route Order. The policies provided shall be primary as respects the

negligence of the named insured. Any premiums or deductible due will be the responsibility and sole risk of the insured.

- D. **Waiver of Subrogation.** ThinkBig shall each obtain from the insurance companies providing the coverages required by this Agreement a waiver of all rights of subrogation or recovery in favor of the County and, as applicable, its members, managers, shareholders, Affiliates, assignees, officers, directors, and employees or any other party entitled to indemnity under this Agreement.
- E. **Blanket Policies.** Nothing in this Agreement shall be construed to prevent ThinkBig from satisfying its insurance obligations pursuant to this Agreement under a blanket policy or policies of insurance that meet or exceed the requirements of this Article.

Section 15 Notices

All notices required by this Agreement shall be made via hand delivery, registered certified letter or overnight mail with confirmed receipt at the addresses first listed above, or as notified to a Party in writing:

If to the County:

County Commissioners of Charles County
Attn: Deborah Hall, Deputy County Administrator
Charles County Government Center
200 Baltimore Street, La Plata MD 20646

with copies to:

Evelyn Jacobson
Chief Information Officer
Charles County Government Center
200 Baltimore Street, La Plata MD 20646

and:

Wes Adams
County Attorney
Charles County Government Center
200 Baltimore Street
La Plata MD 20646

If to ThinkBig:

ThinkBig Networks
Attn: Dee Anna Sobczak, President
10807 Falls Road, Number 1388

Section 16 Confidentiality

- A. Confidential Information.** Each Party shall ensure that all information and documents obtained from the other Party, either in writing or verbally, identified as being confidential, will be held in strict confidence by each Party and/or its agents, officers, directors and employees and not be disclosed or used for any purpose other than the facilitation of the Party's performance under this Agreement. Confidential Information includes all technical or non-technical information or knowledge relating to the business, services or products of the disclosing Party or a third party, including but not limited to: (a) business strategies, trade, plans, models, methods and practices, financial information, services, marketing, distribution, merchandising; (b) personnel, potential County lists and suppliers; (c) research, developments, inventions, processes, techniques, designs, methods, product, patent applications and other proprietary rights; and/or (d) requirements, technical or non-technical specifications, documents, data, drawings, sketches, models, samples, tools, electronic files, architectural or engineering renderings, applications, software, user interfaces, program specifications, technical or non-technical information or other related information that the disclosing Party deems confidential and/or proprietary; that is disclosed by such Party or on its behalf to the other Party or its employees or agents, directly or indirectly, in writing, orally, electronically, or by drawings or inspection.
- B. Maryland Public Information Act.** The Parties acknowledge that the County is a political subdivision of the State of Maryland and as such is subject to the Maryland Public Information Act, Section 4-101 et seq. of the General Provisions Article of the Annotated Code of Maryland (the "MPIA"). Notwithstanding the provisions contained in this Section, the Parties acknowledge and agree that the County may disclose confidential information if such information is subject to disclosure under the MPIA. A disclosure under the MPIA shall not constitute a breach of this Agreement. The County shall as soon as reasonably practicable notify ThinkBig of any requests to disclose information under the MPIA upon receipt of request so that ThinkBig may have the sufficient opportunity to challenge the release of its own confidential information. The County agrees to cooperate with ThinkBig in challenges involving release of its confidential information, however nothing in this Section shall prohibit the County from releasing information that it is compelled to release by decision of the compliance board or court. The County shall not be bound by assurances made in this provision if they result in a violation of law.
- C. Non-Confidential Information.** Notwithstanding the above, the Parties agree that Confidential Information does not include information that: (a) is already or becomes published or available to the public other than by a breach of this Agreement or any confidentiality obligation owed to the disclosing Party, but Information shall not be deemed to be in the public domain merely because any part of said Information is embodied in general disclosures or because individual features, components or combinations thereof are now or become known to the public; (b) is rightfully received from a third party without, and not in breach of any obligation of confidentiality; (c) is independently developed by

employees or agents of the receiving Party without access to or use of the Confidential Information of the disclosing Party; (d) is known to the receiving Party at the time of disclosure without an obligation of confidentiality; or (e) is produced in compliance with applicable law or a court order, provided that the receiving Party first gives the disclosing Party reasonable notice of such law or order and gives the disclosing Party the opportunity to oppose and/or attempt to limit such production.

- D. Rights to Confidential Information.** All Confidential Information disclosed under this Agreement shall be and shall remain the property of the disclosing Party and nothing in this Agreement is intended to grant or confer any rights to the receiving Party to such Confidential Information. The receiving Party shall not reverse engineer, disassemble or decompile any products, prototypes, software or other tangible objects that embody the Information of the disclosing Party and that are provided to the receiving Party hereunder. Nothing in this Agreement shall limit or restrict the rights of the disclosing Party to assert infringement or other intellectual property claims against the receiving Party.
- E. Return of Confidential Information.** The receiving Party shall, upon request of the disclosing Party: (i) return to the disclosing Party or destroy all tangible Confidential Information, including, but not limited to documents, drawings, equipment and other tangible materials, including all Information and all manifestations thereof, delivered to the receiving Party under this Agreement, and all copies and reproductions thereof; and (ii) certify to the disclosing Party that all such Confidential Information has been returned or destroyed, provided, that, notwithstanding the foregoing, the receiving Party shall be permitted to retain copies of Confidential Information to the extent necessary to comply with its internal document retention policies and procedures implemented in order to comply with legal and regulatory requirements.
- F. Injunctive Relief.** Each Party acknowledges that monetary damages may not be a sufficient remedy for unauthorized disclosure of Information and that the disclosing Party may be entitled, without waiving any other rights or remedies, to seek such injunctive or equitable relief as may be deemed proper by a court of competent jurisdiction.

Section 17 Taxes and Government Fees

- A. Definition.** As used in this Article, "Tax" or "Taxes" shall mean any and all taxes, fees, assessments, charges, and levies, including federal and state universal service program charges, together with any penalties, fines, or interest thereon, (hereinafter collectively referred to as "Taxes") imposed by any authority having the power to tax, including any city, county, state, or federal government or quasi-governmental agency or taxing authority.
- B. Responsibility.** ThinkBig shall be responsible for any and all sales, use, income, gross receipts (except those in lieu of income taxes) or other Taxes assessed on ThinkBig for any reason. For the avoidance of doubt, ThinkBig shall be solely responsible for any real or personal property Taxes relating in any way to its Cable or Conduit.

- C. **Right to Contest.** ThinkBig may in good faith, contest the imposition of any Tax imposed against it in accordance with this Agreement; provided, however, that ThinkBig shall take all steps necessary to ensure that the County's use of its Fibers or Conduit shall not be impaired, including, but not limited to, depositing the entire contested sum with the taxing authority.

Section 18 Force Majeure

If for any reason of Force Majeure, ThinkBig or the County is unable in whole or in part to carry out its obligations hereunder, such Party shall not be deemed in default under, noncompliant with or in violation of this Agreement during the continuance of such inability. In the event of a Force Majeure event, the affected party shall notify the other party that a condition of Force Majeure exists.

Section 19 Assignment

ThinkBig shall not transfer, assign, or otherwise encumber through its own action or by operation of law, its right, title, interest or control in this Agreement, or any portion of the Network without the prior written consent of the County, such consent not to be unreasonably withheld; provided however, that ThinkBig may transfer or assign its right, title, interest or control in this Agreement to any affiliate or related entity who shall affirm to the County a complete assumption of the obligations assigned or transferred. ThinkBig shall notify the County of any transfer, assignment or change in control as described above and shall provide the following relevant information requested by the County: 1) ownership information regarding the transferee or assignee; and 2) experience of the transferee or assignee in providing Broadband Data Services in other jurisdictions. Notwithstanding the foregoing, any additional information concerning the assignee or transferee required by the State of Maryland as part of assignee's or transferee's continued participation in the Grant Program shall also be provided to the County. Any consent by the County for any transfer or assignment described above shall not be effective until the proposed transferee or assignee shall have executed a legally binding document stating that it shall be bound by all the terms and conditions contained in this Agreement. Further, ThinkBig may transfer or assign its right, title, interest or control in this Agreement, or any portion of the Network, in connection with any transaction of merger or consolidation if ThinkBig is the surviving entity or if the surviving entity is organized and existing under the laws of the United States or any state thereof and the surviving entity executes and delivers to the County an agreement satisfactory to the County, in its reasonable discretion, containing such person's effective assumption and agreement to perform all of ThinkBig's obligations hereunder.

Section 20 Governing Law

This Agreement shall be governed and construed by and in accordance with the laws of the State of Maryland. If suit is brought by a party to this Agreement, the parties agree that trial of such action shall be vested exclusively in the state courts of Maryland, County of Charles, or in the United States District Court for the District of Maryland.

Section 21 Delay Does Not Constitute Waiver

No failure or delay of the County to exercise any right, power or remedy consequent upon default shall constitute a waiver of any such term, condition, covenant, certification or agreement of any such default or preclude the County from exercising any right, power or remedy at any later time or times.

Section 22 Technical Assistance

If the Project is not being completed or performed in a manner satisfactory to the County, or ThinkBig has violated a provision of this Agreement, prior to the County declaring a default, the County may request that ThinkBig accept technical assistance the County feels is necessary for the Project to proceed in a manner reasonably acceptable to the County.

Section 23 Entire Agreement

This written instrument contains the entire agreement between the parties, supersedes all prior agreements or proposals whether written or oral except as specifically incorporated herein. This Agreement may be changed, but only by means of a written amendment approved by both the County and ThinkBig.

Section 24 Change of Law

In the event there is a change in a federal or state statute or regulation applicable to this Agreement or the Network, the County or ThinkBig may notify the other party of its desire to amend this Agreement in order to comply with the change in statute or regulation. The County and ThinkBig may amend this Agreement to comply with such change in statute or regulation provided such amendment is approved by the County and ThinkBig.

Section 25 Compliance with Laws

ThinkBig shall comply with all federal, state, and generally applicable local laws and regulations.

Section 26 Applicability of Agreement

All of the provisions in this Agreement shall bind ThinkBig, the County and their respective successors and assigns. This Agreement is authorized by Resolution No. _____ dated _____, 2023 of the Charles County Board of Commissioners.

Section 27 Security Agreement

ThinkBig grants the County a security interest in the Project, the Network, and the Broadband Data Service (solely to the extent located within the PFSA) to secure the prompt performance of the obligations, including, but not limited to, the completion of the Project, of ThinkBig to the County under this Agreement. ThinkBig hereby also grants the County a security interest in all accessions and additions to, substitutions and replacements for, and proceeds (including insurance proceeds), accounts, rights of payments (including monetary obligations,

whether or not earned by performance), secondary obligations incurred or to be incurred, chattel paper, electronic chattel paper, equipment, general intangibles, payment intangibles, promissory notes, and income arising from or generated by, and solely in connection with, in each case, the Project, the Network, and the Broadband Data Service (solely to the extent located within the PFSA and collectively, together with the Project, the Network, and the Broadband Data Service, the "Collateral"). ThinkBig hereby authorizes the County to take any and all actions necessary to properly perfect this security interest, including, but not limited to, filing a financing statement describing this security interest in all relevant jurisdictions. ThinkBig hereby appoints the County as agent for the benefit of ThinkBig and grants the County an irrevocable power of attorney, to take any and all actions and to execute and file all documents necessary to establish, maintain, and continue the perfected security interest of the County granted herein, in the name of and on behalf of ThinkBig, at ThinkBig's sole cost and expense. This power of attorney is coupled with an interest and is irrevocable during the term of this Agreement. ThinkBig shall take all actions and execute and file all documents reasonably requested by the County to establish, maintain, and continue the perfected security interest of the County. ThinkBig shall, within ten (10) days after receipt of notice from the County, pay all costs and expenses of filing and recording (including the costs of all searches deemed necessary by the County) to establish, maintain, and determine the validity and priority of the County's security interest. Upon completion of the Project and the transfer of ownership of certain fiber to the County in accordance with Section 11 of this Agreement, the County shall promptly (and, in any event, within five business days of ThinkBig's request therefore) execute those documents necessary to release this security interest and authorizes ThinkBig, at ThinkBig's sole cost and expense, to file UCC-3 termination statements reflecting the release of the County's security interest.

Section 28 Representations and Warranties

A. ThinkBig's Organization. ThinkBig is duly organized and validly existing in good standing under the laws of the jurisdiction of its organization, duly qualified to do business in each jurisdiction it is located or operates, and has full limited liability company power and authority to enter into and perform its obligations under this Agreement; the execution, delivery and performance by ThinkBig of this Agreement have been duly authorized by all necessary limited liability company action on the part of ThinkBig, and are not inconsistent with its Articles of Organization.

B. No Violations. Agreement is Valid and Binding. The execution, delivery and performance by ThinkBig of this Agreement do not violate any law or governmental rule, regulation, or order applicable to ThinkBig, do not and will not contravene any provision, or constitute a default under, any indenture, mortgage, contract, or other instrument to which it is bound, and, upon execution and delivery hereof, will constitute a legal, valid and binding agreement of ThinkBig, enforceable in accordance with its terms.

C. Material Adverse Change. There has been no material adverse change in the financial condition of ThinkBig since August 2, 2022.

D. Proceedings. There are no proceedings pending or, so far as the officers of ThinkBig know, threatened against or affecting ThinkBig or any of its property before any court, administrative officer or administrative agency that would, directly or indirectly, adversely affect or impair the ability of ThinkBig to perform its obligations under this Agreement, or which, if decided adversely, affect the financial condition or operations of ThinkBig.

E. Taxes. ThinkBig has filed or caused to be filed and will continue to file all Federal, state and local tax returns that are required to be filed, and has paid or caused to be paid and will continue to pay all taxes shown to be due and payable on such returns or (except to the extent being contested in good faith and for the payment of which adequate reserves have been provided) on any assessment received by ThinkBig, to the extent that such taxes have heretofore or in the future become due and payable.

IN WITNESS WHEREOF the Parties have executed this Agreement as of the date(s) referenced below:

THE COUNTY COMMISSIONERS OF CHARLES COUNTY, MARYLAND

By:  Date: 4-25-2023

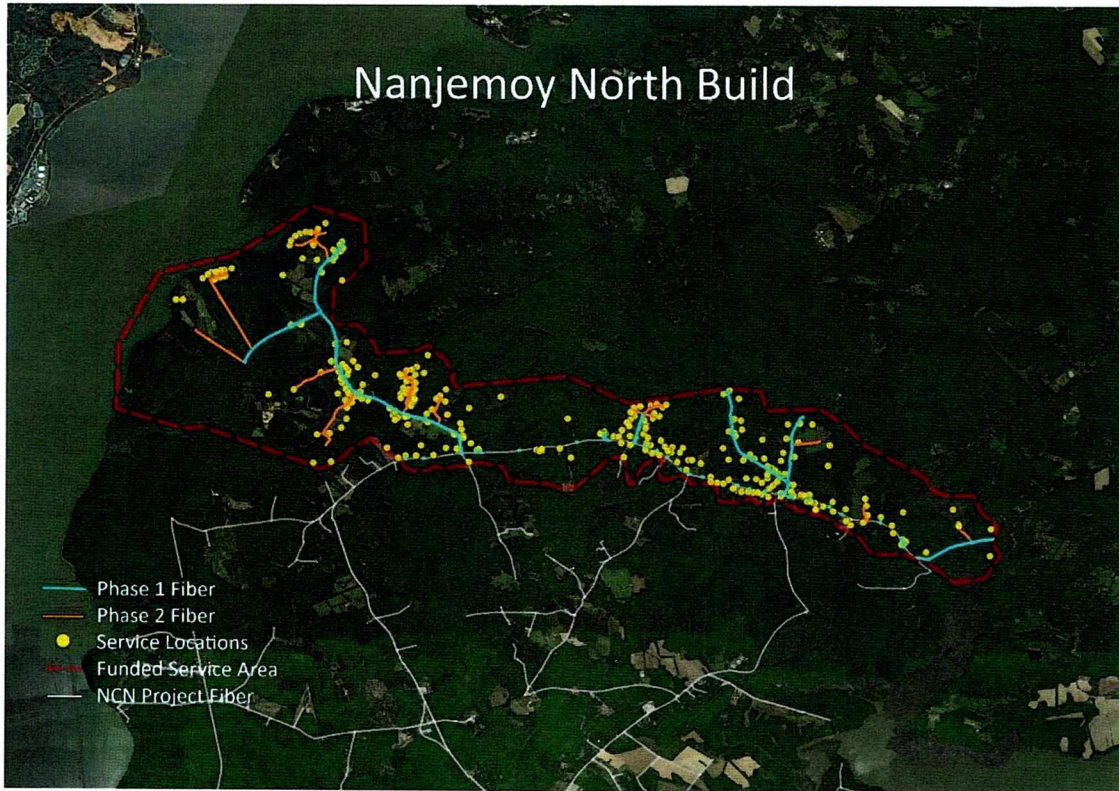
Print Name: Reuben B. Collins Title Commissioner President

THINKBIGNETWORKS, LLC

By:  Date: 4/18/23

Dee Anna Sobczak, CEO

Appendix A: Nanjemoy North Network Map



Appendix B: Construction Build-out and Project Milestones

Project Objectives and Activities	Year 1				Year 2				Year 3				Year 4			
	Qtr. 1	Qtr. 2	Qtr. 3	Qtr. 4	Qtr. 1	Qtr. 2	Qtr. 3	Qtr. 4	Qtr. 1	Qtr. 2	Qtr. 3	Qtr. 4	Qtr. 1	Qtr. 2	Qtr. 3	Qtr. 4
Phase 1: Engineering																
Phase 1: Material Acquisition																
Phase 1: Permits																
Phase 1: Outside Plant Construction																
Phase 1: Customer Installs																
Phase 1: POP install																
Phase 2: Engineering																
Phase 2: Material Acquisition																
Phase 2: Permits																
Phase 2: Outside Plant Construction																
Phase 2: Customer Installs																

Appendix C: List of PFSA Designated Locations

1425 Ben Doane Rd, Indian Head 20640
1445 Ben Doane Rd, Indian Head 20640
1460 Ben Doane Rd, Indian Head 20640
1465 Ben Doane Rd, Indian Head 20640
1480 Ben Doane Rd, Indian Head 20640
1485 Ben Doane Rd, Indian Head 20640
1520 Ben Doane Rd, Indian Head 20640
1525 Ben Doane Rd, Indian Head 20640
1535 Ben Doane Rd, Indian Head 20640
1555 Ben Doane Rd, Indian Head 20640
1825 Budds Ferry Pl, Indian Head 20640
1830 Budds Ferry Rd, Indian Head 20640
2160 Reverdy Farm Rd, Indian Head 20640
2180 Reverdy Farm Rd, Indian Head 20640
2190 Gutrick Rd, Indian Head 20640
2220 Reverdy Farm Rd, Indian Head 20640
2255 Reverdy Farm Rd, Indian Head 20640
2325 Reverdy Farm Rd, Indian Head 20640
2335 Old Creek Rd, Indian Head 20640
2350 Gutrick Rd, Indian Head 20640
2350 Old Creek Rd, Indian Head 20640
2375 Old Creek Rd, Indian Head 20640
2380 Gutrick Rd, Indian Head 20640
2380 Old Creek Rd, Indian Head 20640
2390 Potters Pl, Nanjemoy 20662
2395 Potters Pl, Nanjemoy 20662
2395 Reverdy Farm Rd, Indian Head 20640
2420 Lamp Post Pl, Indian Head 20640
2425 Lamp Post Pl, Indian Head 20640
2435 Lamp Post Pl, Indian Head 20640
2435 Reverdy Farm Rd, Indian Head 20640
2445 Reverdy Farm Rd, Indian Head 20640
2450 Reverdy Farm Rd, Indian Head 20640
2465 Reverdy Farm Rd, Indian Head 20640
2470 Reverdy Farm Rd, Indian Head 20640
2480 Union Camp Pl, Indian Head 20640
2500 Union Camp Pl, Indian Head 20640
2650 Wildcat Pl, Indian Head 20640
2660 Wildcat Pl, Indian Head 20640
2701 Makin Bacon Pl, Indian Head 20640
2801 Deer Creek Ct, Indian Head 20640
2804 Deer Creek Ct, Indian Head 20640
2805 Deer Creek Ct, Indian Head 20640
2809 Deer Creek Ct, Indian Head 20640
2812 Deer Creek Ct, Indian Head 20640
2813 Deer Creek Ct, Indian Head 20640

2820 Deer Creek Ct, Indian Head 20640
2824 Deer Creek Ct, Indian Head 20640
2825 Deer Creek Ct, Indian Head 20640
2829 Deer Creek Ct, Indian Head 20640
2835 Deer Creek Ct, Indian Head 20640
2836 Deer Creek Ct, Indian Head 20640
2839 Deer Creek Ct, Indian Head 20640
2840 Deer Creek Ct, Indian Head 20640
2843 Deer Creek Ct, Indian Head 20640
2844 Deer Creek Ct, Indian Head 20640
2848 Deer Creek Ct, Indian Head 20640
2852 Deer Creek Ct, Indian Head 20640
2870 Preswood Pl, Indian Head 20640
2900 Preswood Pl, Indian Head 20640
2905 Preswood Pl, Indian Head 20640
2930 Preswood Pl, Indian Head 20640
2935 Preswood Pl, Indian Head 20640
2955 Aspinals Chance Pl, Indian Head 20640
2960 Old Doncaster Pl, Indian Head 20640
2975 Checker Flag Pl, Indian Head 20640
2980 Old Doncaster Pl, Indian Head 20640
2985 Checker Flag Pl, Indian Head 20640
3004 Old Doncaster Pl, Indian Head 20640
3600 Champion Pl, Indian Head 20640
3610 Champion Pl, Indian Head 20640
3700 Shelterwood Pl, Indian Head 20640
3710 Shelterwood Pl, Indian Head 20640
3715 Shelterwood Pl, Indian Head 20640
3720 Shelterwood Pl, Indian Head 20640
3800 Seedling Pl, Indian Head 20640
3805 Seedling Pl, Indian Head 20640
3810 Seedling Pl, Indian Head 20640
4500 Poplar Springs Farm Rd, La Plata 20646
4570 Poplar Springs Farm Rd, La Plata 20646
4600 Poplar Springs Farm Rd, La Plata 20646
5170 Port Tobacco Rd, Nanjemoy 20662
5180 Port Tobacco Rd, Nanjemoy 20662
5190 Port Tobacco Rd, Nanjemoy 20662
5190 Port Tobacco Rd, Nanjemoy 20662
5220 Port Tobacco Rd, Nanjemoy 20662
5240 Port Tobacco Rd, Nanjemoy 20662
5280 Port Tobacco Rd, Nanjemoy 20662
5329 Port Tobacco Rd, Indian Head 20662
5329 Port Tobacco Rd, Indian Head 20662
5329 Port Tobacco Rd, Indian Head 20662
5375 Smallwood Church Rd, Indian Head 20640
5380 Hilltop Rd, La Plata 20646
5380 Smallwood Church Rd, Indian Head 20640

5430 Smallwood Church Rd, Indian Head 20640
5465 Port Tobacco Rd, Indian Head 20640
5475 Port Tobacco Rd, Indian Head 20640
5485 Port Tobacco Rd, Indian Head 20640
5485 Port Tobacco Rd, Indian Head 20640
5485 Port Tobacco Rd, Indian Head 20640
5500 Smallwood Church Rd, Indian Head 20640
5510 Smallwood Church Rd, Indian Head 20640
5525 Port Tobacco Rd, Indian Head 20640
5530 Smallwood Church Rd, Indian Head 20640
5555 Smallwood Church Rd, Indian Head 20640
5580 Smallwood Church Rd, Indian Head 20640
5590 Smallwood Church Rd, Indian Head 20640
5625 Port Tobacco Road, Indian Head 20640
5625 Port Tobacco Road, Indian Head 20640
5625 Port Tobacco Road, Indian Head 20640
5625 Port Tobacco Road, Indian Head 20640
5625 Port Tobacco Road, Indian Head 20640
5650 Port Tobacco Rd, Indian Head 20640
5660 Port Tobacco Rd, Indian Head 20640
5665 Port Tobacco Rd, Indian Head 20640
5670 Port Tobacco Rd, Indian Head 20640
5675 Port Tobacco Rd, Indian Head 20640
5685 Port Tobacco Rd, Indian Head 20640
5700 Port Tobacco Rd, Indian Head 20640
5715 Port Tobacco Rd, Indian Head 20640
5720 Port Tobacco Rd, Indian Head 20640
5735 Port Tobacco Rd, Indian Head 20640
5740 Port Tobacco Rd, Indian Head 20640
5745 Smallwood Church Rd, Indian Head 20640
5750 Port Tobacco Rd, Indian Head 20640
5755 Port Tobacco Rd, Indian Head 20640
5760 Smallwood Church Rd, Indian Head 20640
5770 Port Tobacco Rd, Indian Head 20640
5770 Smallwood Church Rd, Indian Head 20640
5780 Port Tobacco Rd, Indian Head 20640
5790 Port Tobacco Rd, Indian Head 20640
5800 Port Tobacco Rd, Indian Head 20640
5810 Port Tobacco Rd, Indian Head 20640
5810 Smallwood Church Rd, Indian Head 20640
5830 Smallwood Church Rd, Indian Head 20640
5850 Port Tobacco Rd, Indian Head 20640
5860 Smallwood Church Rd, Indian Head 20640
5880 Smallwood Church Rd, Indian Head 20640
5890 Port Tobacco Rd, Indian Head 20640
5894 Smallwood Church Rd, Indian Head 20640
5900 Smallwood Church Rd, Indian Head 20640
5901 Smallwood Church Rd, Indian Head 20640

5910 Smallwood Church Rd, Indian Head 20640
5925 Port Tobacco Rd, Indian Head 20640
5930 Port Tobacco Rd, Indian Head 20640
5935 Port Tobacco Rd, Indian Head 20640
5935 Smallwood Church Rd, Indian Head 20640
5950 Smallwood Church Rd, Indian Head 20640
5970 Port Tobacco Rd, Indian Head 20640
5975 Port Tobacco Rd, Indian Head 20640
6000 Port Tobacco Rd, Indian Head 20640
6015 Port Tobacco Rd, Indian Head 20640
6020 Port Tobacco Rd, Indian Head 20640
6025 Port Tobacco Rd, Indian Head 20640
6040 Port Tobacco Rd, Indian Head 20640
6045 Port Tobacco Rd, Indian Head 20662
6060 Port Tobacco Rd, Indian Head 20640
6065 Port Tobacco Rd, Indian Head 20640
6070 Port Tobacco Rd, Indian Head 20640
6090 Port Tobacco Rd, Indian Head 20640
6105 Port Tobacco Rd, La Plata 20646
6110 Port Tobacco Rd, La Plata 20646
6120 Port Tobacco Rd, La Plata 20646
6130 Port Tobacco Rd, La Plata 20643
6150 Port Tobacco Rd, La Plata 20646
6160 Port Tobacco Rd, La Plata 20643
6180 Port Tobacco Rd, La Plata 20646
6185 Port Tobacco Rd, La Plata 20646
6185 Port Tobacco Rd, La Plata 20646
6191 Port Tobacco Rd, La Plata 20646
6199 Port Tobacco Rd, La Plata 20646
6225 Port Tobacco Rd, La Plata 20646
6240 Port Tobacco Rd, La Plata 20646
6245 Port Tobacco Rd, La Plata 20646
6250 Port Tobacco Rd, La Plata 20646
6265 Port Tobacco Rd, La Plata 20643
6271 Port Tobacco Rd, La Plata 20646
6285 Port Tobacco Rd, La Plata 20646
6350 Port Tobacco Rd, La Plata 20693
6370 Port Tobacco Rd, La Plata 20646
6425 Port Tobacco Rd, La Plata 20693
6430 Milstead Rd, Indian Head 20640
6430 Port Tobacco Rd, La Plata 20646
6440 Port Tobacco Rd, La Plata 20646
6450 Milstead Rd, Indian Head 20640
6455 Port Tobacco Rd, La Plata 20646
6480 Milstead Rd, Indian Head 20640
6500 Milstead Rd, Indian Head 20640
6501 Milstead Rd, Indian Head 20640
6565 Chicamuxen Rd, Indian Head 20640

6570 Chicamuxen Rd, Indian Head 20640
6575 Chicamuxen Rd, Indian Head 20640
6580 Chicamuxen Rd, Indian Head 20640
6585 Port Tobacco Rd, La Plata 20646
6595 Chicamuxen Rd, Indian Head 20640
6650 Chicamuxen Rd, Indian Head 20640
6670 Chicamuxen Rd, Indian Head 20640
6690 Chicamuxen Rd, Indian Head 20640
6725 Chicamuxen Rd, Indian Head 20640
6735 Chicamuxen Rd, Indian Head 20640
6750 Chicamuxen Rd, Indian Head 20640
6765 Chicamuxen Rd, Indian Head 20640
7060 Riverside Rd, Indian Head 20640
7085 Riverside Rd, Indian Head 20640
7180 Chicamuxen Rd, Indian Head 20640
7210 Riverside Rd, Nanjemoy 20662
7240 State Forest Rd, Indian Head 20640
7255 Chicamuxen Rd, Indian Head 20640
7280 Chicamuxen, Indian Head 20640
7315 Chicamuxen Rd, Indian Head 20640
7355 Chicamuxen Rd, Indian Head 20640
7360 Chicamuxen Rd, Indian Head 20640
7385 Chicamuxen Rd, Indian Head 20640
7500 Chicamuxen Rd, Indian Head 20640
7530 Chicamuxen Rd, Indian Head 20640
7535 Chicamuxen Rd, Indian Head 20640
7545 State Forest Rd, Indian Head 20640
7555 Chicamuxen Rd, Indian Head 20640
7565 Chicamuxen Rd, Indian Head 20640
7570 Mason Springs Rd, La Plata 20646
7585 Mason Springs Rd, La Plata 20646
7645 Logging Ln, Indian Head 20640
7655 Logging Ln, Indian Head 20640
7660 Logging Ln, Indian Head 20640
7665 Logging Ln, Indian Head 20640
7670 Logging Ln, Indian Head 20640
7675 Logging Ln, Indian Head 20640
7680 Logging Ln, Indian Head 20640
7682 Academy Pl, Indian Head 20640
7685 Logging Ln, Indian Head 20640
7690 Logging Ln, Indian Head 20640
7694 Logging Ln, Indian Head 20640
7695 Logging Ln, Indian Head 20640
7725 Mason Springs Rd, La Plata 20646
7800 Mason Springs Rd, La Plata 20646
7800 Nathan Pl, Indian Head 20640
7805 Nathan Pl, Indian Head 20640
7815 Mason Springs Rd, La Plata 20646

7830 Zimmerman Pl, Indian Head 20640
7850 Gilroy Rd, Nanjemoy 20662
7900 Grieninger Pl, Indian Head 20640
7905 There Pl, Indian Head 20640
7910 Grieninger Pl, Indian Head 20640
7935 Chicamuxen Rd, Indian Head 20640
7950 Mason Springs Rd, La Plata 20646
7955 Chicamuxen Rd, Indian Head 20640
7970 Mopar Pl, Indian Head 20640
7980 Chicamuxen Rd, Indian Head 20640
8005 Neva Jane Pl, Indian Head 20640
8030 Iberia Pl, Indian Head 20640
8100 Orphans Loss Pl, La Plata 20646
8130 Orphans Loss Pl, La Plata 20646
8150 Orphans Loss Pl, La Plata 20646
8210 East Fork Pl, La Plata 20646
8300 Whitman Pl, La Plata 20646
8310 Whitman Pl, La Plata 20646
8675 Chicamuxen Rd, Indian Head 20640
8705 Chicamuxen Rd, Indian Head 20640
8725 Chicamuxen Rd, Indian Head 20640
8729 Pheasant Creek Pl, Indian Head 20640
8730 Pheasant Creek Pl, Indian Head 20640
8737 Pheasant Creek Pl, Indian Head 20640
8805 Chicamuxen Rd, Indian Head 20640
8850 Chicamuxen Rd, Indian Head 20640
8880 Chicamuxen Rd, Indian Head 20640
8915 Chicamuxen Rd, Indian Head 20640
8975 Chicamuxen Rd, Nanjemoy 20662

Appendix D: Test Data Template

1. OTDR Bidirectional Report (1310 nm)

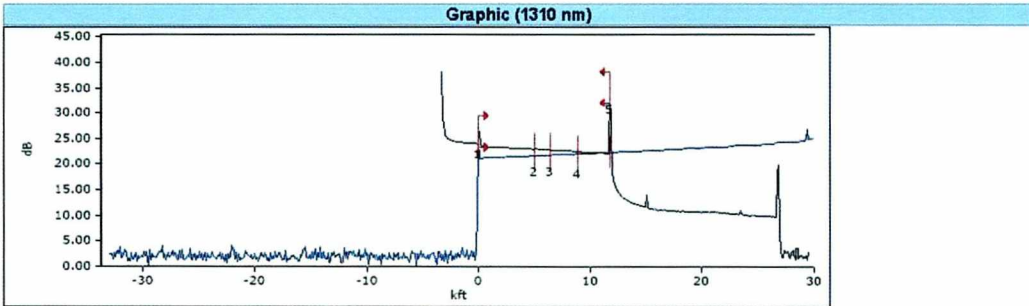
OTDR Bidirectional Report

Identification Information			
Filename:	TBN_NOC_EAST_PT_110_13101550_20-05-20_1	Cable ID:	PT_110
Test date:	11/27/2020	Fiber ID:	PT_110
Test time:	2:14:14 AM (GMT-05:00)	Customer:	
Job ID:	TBN_NOC_EAST;MDBC_Brown_TBN_PNL	Company:	
Comments:	;BB=VIOLET; MDBC=PT_002		

Location A		Location B	
Location:		Location:	
Operator:	DH	Operator:	
Unit model:	FTB-720-12CD-23B-EI-EA	Unit model:	FTB-720-12CD-23B-EI-EA
Unit s/n:	737962	Unit s/n:	737962
Calibration Date:	1/15/2014	Calibration Date:	1/15/2014

Test Parameters	A->B	B->A	Test Settings	A->B	B->A
Wavelength (nm):	1310	1310	IOR:	1.467700	1.467700
Fiber Core Size (μm):	9	9	Backscatter (dB):	-79.45	-79.45
Range (kft):	32.8084	65.6168	Helix Factor (%):	0.00	0.00
Pulse (ns):	100	100	Splice loss detection threshold (dB):	0.020	0.020
Duration (s):	30	30	Reflectance detection threshold (dB):	-72.0	-72.0
			End-of-fiber detection threshold (dB):	5.000	5.000

Results (1310 nm)					
Span length (kft):	11.7485	Span loss (dB):	1.247	Span ORL (dB):	---
Average loss (dB/kft):	0.106	Avg. splice loss (dB):	0.021	Max. splice loss (dB):	0.055



Event Table (1310 nm)							
Type	No.	Location/Length (kft)	Average Attenuation (dB)	Average Loss (dB)	Cumulative Loss (dB)	Loss A->B (dB)	Loss B->A (dB)
Reflective	1	0.0000		---	---	0.451	---
Section		4.9674	0.335	0.508	0.508	0.525	0.490
Positive	2	4.9674		-0.035	0.473	-0.064	-0.005
Section		1.4743	0.340	0.153	0.625	0.154	0.151
Non-Reflective	3	6.4418		0.042	0.667	0.089	-0.005
Section		2.4963	0.332	0.253	0.920	0.255	0.251
Non-Reflective	4	8.9381		0.055	0.975	0.108	0.002
Section		2.8104	0.318	0.272	1.247	0.311	0.233
Reflective	5	11.7485		---	1.247	---	-0.002

Pass/Fail Thresholds (1310 nm)			
Threshold	Fail	Warning	
Unidir splice loss (dB)	1.000	1.000	
Bidir splice loss (dB)	0.100	0.100	
Unidir connector loss (dB)	1.000	1.000	
Bidir connector loss (dB)	1.000	1.000	
Fiber sect. att. (dB/km)	0.400	0.400	
Span loss (dB)	45.000	45.000	
Span length (kft)	0.0000	0.0000	

EXFO Signature: _____ 27-11-2020

OTDR Bidirectional Report

Identification Information

Filename: TBN_NOC_EAST_PT_110_13101550_20-05-21 Cable ID: PT_110
 Test date: 11/27/2020 Fiber ID:
 Test time: 12:47:02 AM (GMT-05:00) Customer:
 Job ID: TBN_NOC_EAST_MDBC_Brown_TBN_PNL Company:
 Comments: ;BB=VIOLET; MDBC=PT_002

Location A

Location:
 Operator: DH
 Unit model: FTB-720-12CD-23B-EI-EA
 Unit s/n: 737962
 Calibration Date: 1/15/2014

Location B

Location:
 Operator:
 Unit model:
 Unit s/n:

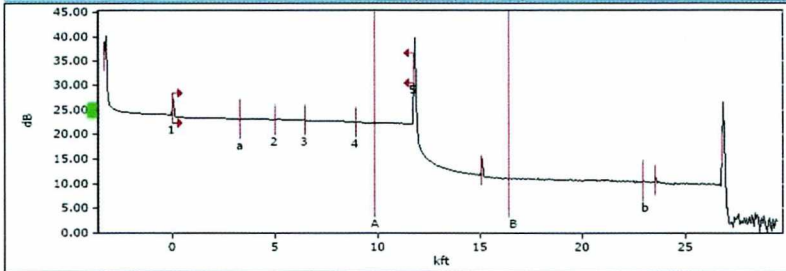
Test Parameters (1310 nm)

Range (kft): 32.8084 Pulse (ns): 100 Duration (s): 30

Results (1310 nm)

Span length (kft): 11.7485 Span loss (dB): 1.828 Span ORL (dB): <18.57
 Average loss (dB/kft): 0.158 Avg. splice loss (dB): 0.044 Max. splice loss (dB): 0.108

Graphic (1310 nm)



Event Table (1310 nm)

Type	No.	Location/ Length (kft)	Loss (dB)	Reflectance (dB)	Attenuation (dB/km)	Cumulative Loss (dB)
Reflective	1	0.0000	0.451	-49.3		0.451
Section		4.9674	0.525		0.347	0.976
Positive	2	4.9674	-0.064	--		0.912
Section		1.4743	0.154		0.343	1.066
Non-Reflective	3	6.4418	0.089	--		1.154
Section		2.4963	0.255		0.335	1.409
Non-Reflective	4	8.9381	0.108	--		1.517
Section		2.8104	0.311		0.363	1.828
Reflective	5	11.7485	--	-14.3		1.828

Markers Information (1310 nm)

Marker	Position (kft)	Value (dB)
a	3.2586	23.176
A	9.8176	22.341
B	16.3808	11.280
b	22.9441	10.537
B-A	6.5632	11.061

Manual Measurements (1310 nm)

Measurement	Value
4 points event loss (dB)	10.600
A-B LSA loss (dB)	15.393
2 points section att. (dB/km)	5.529
A-B LSA attenuation (dB/km)	7.695
3 points reflectance (dB)	*****
3 points max. reflectance (dB)	-14.4
A-B ORL (dB)	15.42

Pass/Fail Thresholds (1310 nm)

Threshold	Fail	Warning
Splice loss (dB)	1.000	1.000
Connector loss (dB)	1.000	1.000
Reflectance (dB)	-10.0	-10.0

EXFO

Signature: _____ 27-11-2020

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OTDR Bidirectional Report

Fiber sect. att. (dB/km)	0.400	0.400
Span loss (dB)	45.000	45.000
Span length (kft)	0.0000	0.0000
Span ORL (dB)	15.00	15.00

OTDR Bidirectional Report

Identification Information

Filename: TBN_NOC_EAST_PT_110_13101550_20-05-21 Cable ID:
 Test date: 11/27/2020 Fiber ID: PT_110
 Test time: 2:23:29 PM (GMT-05:00) Customer:
 Job ID: TBN_NOC_EAST;MDBC_Brown_TBN_PNL Company:
 Comments: ;BB=VIOLET; MDBC=PT_002

Location A

Location:
 Operator:
 Unit model:
 Unit s/n:

Location B

Location:
 Operator:
 Unit model: FTB-720-12C D-23B-EI-EA
 Unit s/n: 737962
 Calibration Date: 1/15/2014

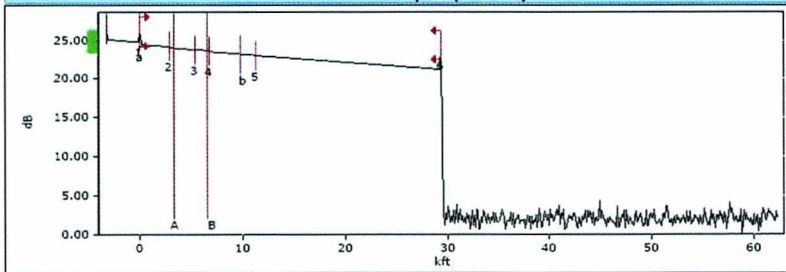
Test Parameters (1310 nm)

Range (kft): 65.6168 Pulse (ns): 100 Duration (s): 30

Results (1310 nm)

Span length (kft): 29.3984 Span loss (dB): 3.669 Span ORL (dB): 33.71
 Average loss (dB/kft): 0.125 Avg. splice loss (dB): 0.107 Max. splice loss (dB): 0.264

Graphic (1310 nm)



Event Table (1310 nm)

Type	No.	Location/ Length (kft)	Loss (dB)	Reflectance (dB)	Attenuation (dB/km)	Cumulative Loss (dB)
Reflective	1	0.0000	0.298	-49.8		0.298
Section		2.8397	0.301		0.348	0.600
Non-Reflective	2	2.8397	0.264	--		0.863
Section		2.5214	0.251		0.327	1.115
Positive	3	5.3612	-0.028	--		1.087
Section		1.3989	0.139		0.326	1.226
Non-Reflective	4	6.7601	0.152	--		1.378
Section		4.5570	0.453		0.326	1.831
Non-Reflective	5	11.3171	0.041	--		1.873
Section		18.0813	1.796		0.326	3.669
Reflective	6	29.3984	--	-45.5		3.669

Markers Information (1310 nm)

Marker	Position (kft)	Value (dB)
a	-0.0209	24.836
A	3.2586	23.930
B	6.5381	23.633
b	9.8218	23.148
B-A	3.2795	0.297

Manual Measurements (1310 nm)

Measurement	Value
4 points event loss (dB)	0.160
A-B LSA loss (dB)	0.287
2 points section att. (dB/km)	0.297
A-B LSA attenuation (dB/km)	0.287
3 points reflectance (dB)	-61.1
3 points max. reflectance (dB)	-83.9
A-B ORL (dB)	39.85

Pass/Fail Thresholds (1310 nm)

Threshold	Fail	Warning
Splice loss (dB)	1.000	1.000



Signature: _____ 27-11-2020

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OTDR Bidirectional Report

Connector loss (dB)	1.000	1.000
Reflectance (dB)	-10.0	-10.0
Fiber sect. att. (dB/km)	0.400	0.400
Span loss (dB)	45.000	45.000
Span length (kft)	0.0000	0.0000
Span ORL (dB)	15.00	15.00

EXFO Signature: _____ 27-11-2020

2. OTDR Bidirectional Report (1550 nm)

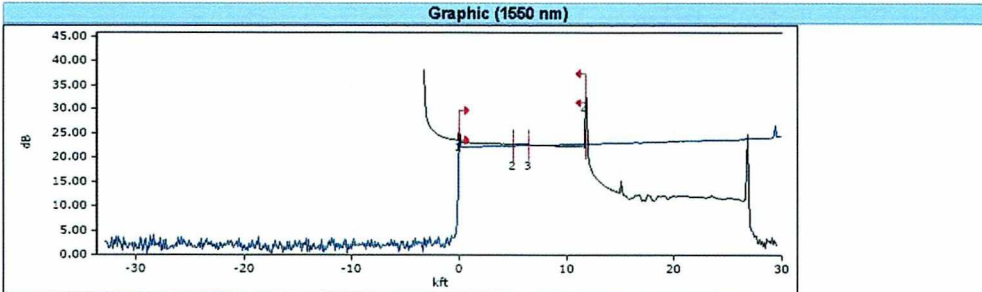
OTDR Bidirectional Report

Identification Information			
Filename:	TBN_NOC_EAST_PT_110_13101550_20-05-20_1	Cable ID:	
Test date:	11/27/2020	Fiber ID:	PT_110
Test time:	2:14:14 AM (GMT-05:00)	Customer:	
Job ID:	TBN_NOC_EAST;MDBC_Brown_TBN_PNL	Company:	
Comments:	;BB=VIOLET; MDBC=PT_002		

Location A		Location B	
Location:		Location:	
Operator:	DH	Operator:	
Unit model:	FTB-720-12CD-23B-EI-EA	Unit model:	FTB-720-12CD-23B-EI-EA
Unit s/n:	737962	Unit s/n:	737962
Calibration Date:	1/15/2014	Calibration Date:	1/15/2014

Test Parameters	A->B	B->A	Test Settings	A->B	B->A
Wavelength (nm):	1550	1550	IOR:	1.468325	1.468325
Fiber Core Size (μm):	9	9	Backscatter (dB):	-81.87	-81.87
Range (kft):	32.8084	65.6168	Helix Factor (%):	0.00	0.00
Pulse (ns):	100	100	Splice loss detection threshold (dB):	0.020	0.020
Duration (s):	30	30	Reflectance detection threshold (dB):	-72.0	-72.0
			End-of-fiber detection threshold (dB):	5.000	5.000

Results (1550 nm)					
Span length (kft):	11.7477	Span loss (dB):	0.778	Span ORL (dB):	---
Average loss (dB/kft):	0.066	Avg. splice loss (dB):	-0.001	Max. splice loss (dB):	0.043



Event Table (1550 nm)							
Type	No.	Location/Length (kft)	Average Attenuation (dB)	Average Loss (dB)	Cumulative Loss (dB)	Loss A->B (dB)	Loss B->A (dB)
Reflective	1	0.0000		---	---	0.998	---
Section		5.0407	0.217	0.334	0.334	0.366	0.302
Positive	2	5.0407		-0.045	0.289	-0.082	-0.009
Section		1.3774	0.157	0.066	0.355	0.075	0.057
Non-Reflective	3	6.4181		0.043	0.398	0.099	-0.013
Section		5.3296	0.234	0.380	0.778	0.450	0.310
Reflective	4	11.7477		---	0.778	---	-0.010

Pass/Fail Thresholds (1550 nm)			
Threshold	Fail		Warning
Unidir splice loss (dB)		1.000	1.000
Bidir splice loss (dB)		0.100	0.100
Unidir connector loss (dB)		1.000	1.000
Bidir connector loss (dB)		1.000	1.000
Fiber sect. att. (dB/km)		0.400	0.400
Span loss (dB)		45.000	45.000
Span length (kft)		0.0000	0.0000

EXFO Signature: _____ 27-11-2020

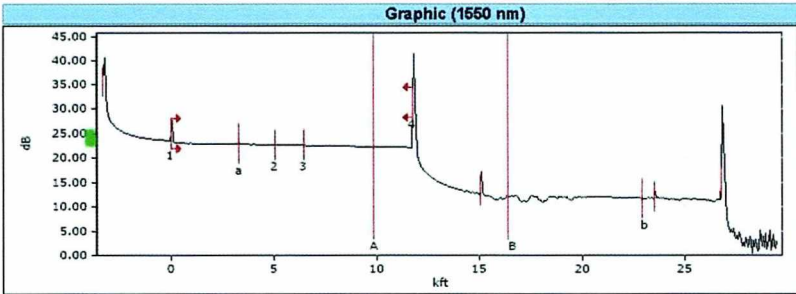
OTDR Bidirectional Report

Identification Information			
Filename:	TBN_NOC_EAST_PT_110_13101550_20-05-21	Cable ID:	
Test date:	11/27/2020	Fiber ID:	PT_110
Test time:	12:47:34 AM (GMT-05:00)	Customer:	
Job ID:	TBN_NOC_EAST;MDBC_Brown_TBN_PNL	Company:	
Comments:	;BB=VIOLET; MDBC=PT_002		

Location A		Location B	
Location:		Location:	
Operator:	DH	Operator:	
Unit model:	FTB-720-12CD-23B-EI-EA	Unit model:	
Unit s/n:	737962	Unit s/n:	
Calibration Date:	1/15/2014		

Test Parameters (1550 nm)			
Range (kft):	32.8084	Pulse (ns):	100
		Duration (s):	30

Results (1550 nm)			
Span length (kft):	11.7477	Span loss (dB):	1.906
Average loss (dB/kft):	0.162	Span ORL (dB):	<19.22
		Arg. splice loss (dB):	0.009
		Max. splice loss (dB):	0.099



Event Table (1550 nm)						
Type	No.	Location/Length (kft)	Loss (dB)	Reflectance (dB)	Attenuation (dB/km)	Cumulative Loss (dB)
Reflective	1	0.0000	0.998	-50.0		0.998
Section		5.0407	0.366		0.238	1.364
Positive	2	5.0407	-0.082	--		1.282
Section		1.3774	0.075		0.178	1.357
Non-Reflective	3	6.4181	0.099	--		1.456
Section		5.3296	0.450		0.277	1.906
Reflective	4	11.7477	--	-16.6		1.906

Markers Information (1550 nm)		
Marker	Position (kft)	Value (dB)
a	3.2572	22.818
A	9.8176	22.253
B	16.3822	12.159
b	22.9427	11.538
B-A	6.5646	10.094

Manual Measurements (1550 nm)	
Measurement	Value
4 points event loss (dB)	10.157
A-B LSA loss (dB)	14.584
2 points section att. (dB/km)	5.045
A-B LSA attenuation (dB/km)	7.289
3 points reflectance (dB)	*****
3 points max. reflectance (dB)	-16.6
A-B ORL (dB)	17.03

Pass/Fail Thresholds (1550 nm)		
Threshold	Fail	Warning
Splice loss (dB)	1.000	1.000
Connector loss (dB)	1.000	1.000
Reflectance (dB)	-10.0	-10.0
Fiber sect. att. (dB/km)	0.400	0.400
Span loss (dB)	45.000	45.000

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OTDR Bidirectional Report

Span length (kft)	0.0000	0.0000
Span ORL (dB)	15.00	15.00

EXFO Signature:

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OTDR Bidirectional Report

Identification Information

Filename: TBN_NOC_EAST_PT_110_13101550_20-05-21 Cable ID: PT_110
 Test date: 11/27/2020 Fiber ID: PT_110
 Test time: 2:24:00 PM (GMT-05:00) Customer:
 Job ID: TBN_NOC_EAST.MDBC_Brown_TBN_PNL Company:
 Comments: ;BB=VIOLET; MDBC=PT_002

Location A

Location:
 Operator:
 Unit model:
 Unit s/n:

Location B

Location:
 Operator:
 Unit model: FTB-720-12CD-23B-EI-EA
 Unit s/n: 737962
 Calibration Date: 1/15/2014

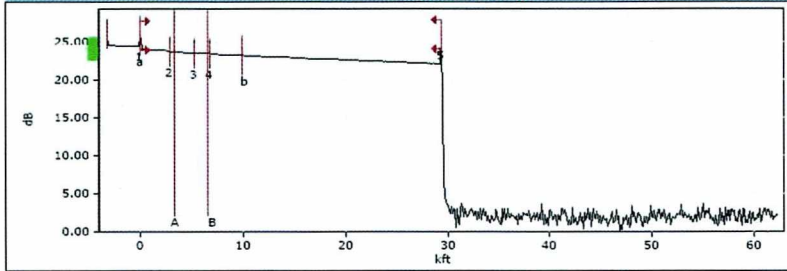
Test Parameters (1550 nm)

Range (kft): 65.6168 Pulse (ns): 100 Duration (s): 30

Results (1550 nm)

Span length (kft): 29.4026 Span loss (dB): 2.289 Span ORL (dB): 34.86
 Average loss (dB/kft): 0.078 Avg. splice loss (dB): 0.083 Max. splice loss (dB): 0.168

Graphic (1550 nm)



Event Table (1550 nm)

Type	No.	Location/ Length (kft)	Loss (dB)	Reflectance (dB)	Attenuation (dB/km)	Cumulative Loss (dB)
Reflective	1	0.0000	0.321	-50.8		0.321
Section		2.8511	0.241		0.277	0.561
Non-Reflective	2	2.8511	0.168	--		0.730
Section		2.4199	0.118		0.161	0.848
Positive	3	5.2710	-0.047	--		0.801
Section		1.4863	0.079		0.174	0.880
Non-Reflective	4	6.7572	0.127	--		1.007
Section		22.6454	1.282		0.186	2.289
Reflective	5	29.4026	--	-45.1		2.289

Markers Information (1550 nm)

Marker	Position (kft)	Value (dB)
a	-0.0209	24.344
A	3.2572	23.588
B	6.5395	23.462
b	9.8218	23.186
B-A	3.2823	0.126

Manual Measurements (1550 nm)

Measurement	Value
4 points event loss (dB)	0.234
A-B LSA loss (dB)	0.101
2 points section att. (dB/km)	0.126
A-B LSA attenuation (dB/km)	0.101
3 points reflectance (dB)	-63.1
3 points max. reflectance (dB)	-73.2
A-B ORL (dB)	42.08

Pass/Fail Thresholds (1550 nm)

Threshold	Fail	Warning
Splice loss (dB)	1.000	1.000
Connector loss (dB)	1.000	1.000
Reflectance (dB)	-10.0	-10.0

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OTDR Bidirectional Report

Fiber sect. att. (dB/km)	0.400	0.400
Span loss (dB)	45.000	45.000
Span length (kft)	0.0000	0.0000
Span ORL (dB)	15.00	15.00

EXFO Signature: _____

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Appendix E: Maintenance Standards

Scheduled Maintenance

Routine maintenance and repair of the County Fiber (“Scheduled Maintenance”) shall be performed by or under the direction of ThinkBig, at ThinkBig’s reasonable discretion. Scheduled Maintenance shall commence with respect to each Segment upon the Effective Date of this Agreement.

Unscheduled Maintenance

Non-routine maintenance and repair of the County Fiber that is not included as Scheduled Maintenance (“Unscheduled Maintenance”) shall be performed by or under the direction of ThinkBig. Unscheduled Maintenance shall commence with respect to each Segment upon the Effective Date. Unscheduled Maintenance shall consist of:

- “Emergency Unscheduled Maintenance” in response to an alarm identification by ThinkBig’s Operations Center, notification by the County or notification by any third party of any failure, interruption or impairment in the operation of fibers within the ThinkBig Network, or any event imminently likely to cause the failure, interruption or impairment in the operation of County Fiber or fibers within the ThinkBig Network.
- “Non-Emergency Unscheduled Maintenance” in response to any potential service-affecting situation to prevent any failure, interruption or impairment in the operation of fibers within the County Fiber or ThinkBig Network not covered by Scheduled Maintenance. The County shall immediately report the need for Unscheduled Maintenance to ThinkBig in accordance with reasonable procedures agreed by the Parties from time to time. ThinkBig will log the time of the County’s report, verify the problem and dispatch personnel immediately to take corrective action.

Operations, Maintenance, and Repair

ThinkBig shall have on call (24) hours a day, seven (7) days a week trained and qualified personnel. ThinkBig’s maintenance personnel shall be available for dispatch twenty-four (24) hours a day, seven (7) days a week. ThinkBig will not be responsible for monitoring the performance or operation of the County Fiber; in the event that the County detects a failure in the operation of the County Fiber which may indicate the need for Unscheduled Maintenance, The County shall report the failure to ThinkBig’s representative. ThinkBig will provide the County with contact information for reporting the failure and will update the contact list as necessary.

Planned Service Work Period

Scheduled Maintenance that is reasonably expected to produce any signal discontinuity must be coordinated between the Parties. Generally, this work should be scheduled after 12:01 and

before 4:59 a.m. Monday through Friday, local time, with exceptions made only as needed for emergencies. The intent is to avoid jeopardy work during high-traffic periods.

Cooperation and Coordination

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

ThinkBig shall notify County at least (5) calendar days prior to the date in connection with any Planned Service Work Period ("PSWP") of any Scheduled Maintenance and as soon as possible after becoming aware of the need for Unscheduled Maintenance. The County shall have the right to be present during the performance of any Scheduled Maintenance or Unscheduled Maintenance so long as this requirement does not interfere with ThinkBig's ability to perform its obligations under the Agreement. In the event that Scheduled Maintenance is canceled or delayed for whatever reason as previously notified, ThinkBig shall notify County at ThinkBig's earliest opportunity, and will comply with the provisions of this Agreement to reschedule any delayed activity.

County Fiber

ThinkBig shall have its first maintenance personnel at the site requiring Emergency Unscheduled Maintenance activity within four (4) hours after the time ThinkBig becomes aware of an event requiring Emergency Unscheduled Maintenance, unless delayed by Force Majeure Events. ThinkBig shall maintain a 24-hour toll-free telephone number to contact repair personnel. ThinkBig's personnel shall dispatch maintenance and repair personnel along the system to handle and repair problems detected in the ThinkBig Network: (i) upon notification by one of ThinkBig's personnel or agents, (ii) upon notification through the ThinkBig's and/or the County's remote surveillance equipment, (iii) upon notification by the County to ThinkBig, or (iv) upon notification by a third party.

ThinkBig shall maintain sufficient capability to teleconference with the County during Emergency Unscheduled Maintenance in order to provide regular communications during the repair process. When correcting or repairing cable discontinuity or damage, including but not limited to an Emergency Unscheduled Maintenance event, ThinkBig shall repair traffic-affecting discontinuity within eight (8) hours after ThinkBig's representatives' arrival at the problem site. In order to accomplish such objective, it is acknowledged that the repairs so affected may be

temporary in nature. In such event, within fifty-five (55) hours after completion of any such Emergency Unscheduled Maintenance, ThinkBig shall commence its planning for permanent repair, and thereafter promptly shall notify County of such plans, and shall implement such permanent repair within an appropriate time thereafter. In repairing any fiber outages, all open fibers on fiber strands that are immediately required for service will be restored by ThinkBig first as set forth herein. Restoration of open fibers on fiber strands not immediately required for service shall be completed on a mutually agreed-upon schedule. If the fiber is required for immediate service, the repair shall be scheduled for the next available PSWP.

ThinkBig's representatives that are responsible for initial restoration of a cut cable shall carry on their vehicles the typically appropriate equipment that would enable a temporary splice, with the objective of restoring operating capability in as little time as possible. ThinkBig shall maintain and supply an inventory of spare cable in storage facilities supplied and maintained by ThinkBig at strategic locations to facilitate timely restoration.

Restoration

ThinkBig shall respond to any event giving rise to the need for Unscheduled Maintenance as quickly as possible (allowing for delays caused by Force Majeure Events) in accordance with the procedures set forth herein.

When restoring a cut cable in the ThinkBig Network, the parties agree to work together to restore all traffic as quickly as possible. ThinkBig, promptly upon arriving on the site of the cut, shall determine the course of action to be taken to restore the cable and shall begin restoration efforts. ThinkBig shall splice fibers tube by tube or ribbon by ribbon or fiber buffer by fiber buffer, rotating between tubes, ribbons or buffers operated by the parties having an interest in the cable, including County and all future fiber users of the system; provided that, operating fibers (i.e., fibers which have been jumpered to the County's or another party's space or equipment) in all buffer tubes or ribbons or fiber bundles shall have priority over any non-operating fibers in order to allow transmission systems to come back on line; and provided further that, ThinkBig will continue such restoration efforts until all lit fibers in all buffer tubes or ribbons are spliced and all traffic restored. Notwithstanding the foregoing, ThinkBig does not guarantee any specific rotational prioritization for the County in light of the overriding requirement for expediency in restoration of services to all parties.

Facilities

The County will be solely responsible for providing and paying for any and all maintenance of all electronic, optical, and other equipment, materials and facilities used by the County in connection with the operation of the County Fiber, none of which is included in the maintenance services to be provided hereunder.

Subcontracting

ThinkBig may subcontract any of the maintenance services hereunder; provided that ThinkBig shall require the subcontractor(s) to perform in accordance with the requirements and procedures set forth herein. The use of any such subcontractor shall not relieve ThinkBig of any of its obligations hereunder.

Appendix F: Invoicing Template

<i>Broadband Infrastructure Grant Funds Request</i>					Project Designation	Request No.	Date Prepared	
North Namjemoy Broadband Buildout					NNA	1		
Charles County Government (CCG) USE ONLY				Awardee Name and Address:				
Date Received	Date Reviewed	Date Returned	Date Approved	ThinkBig Networks, LLC Box 1388 Brooklandville, MD 21022			P.O.	
				Match Required (%):		30%		
Vendor Name & Invoice ID <i>(attach all invoices)</i>	Cost of Construction				Total	TBN 10%	CCG 20%	MD State Grant
	Labor	Material	Other	Less Materials Previously				
	\$ -	\$ -	\$ -		\$ -	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -		\$ -	\$ -	\$ -	\$ -
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	\$ -	\$ -	\$ -		\$ -	\$ -	\$ -	\$ -
Total	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Previous Approved Requests					\$ -	\$ -	\$ -	\$ -
Total Requests To Date					\$ -	\$ -	\$ -	\$ -
<p><small>I certify that, (1) the total costs and net requirements for the construction included above are the actual costs and net requirements for funds reflected in the permanent records of this organization, (2) construction has received DHCD, GORB and CCG approval, (3) construction of extensions, if any, to serve subscribers in areas not included in the approved grant area has been approved by DHCD, GORB and CCG, (4) all the required acceptance tests have been made on the construction and the results were satisfactory, and (5) any corrections required on the portions of construction that were field reviewed have been made on all the construction included in the summary. I further certify that regulatory body and other approvals required for this construction have been obtained and that there have been no previous requests for approval of the net expense required for the construction covered hereby.</small></p>								
Authorized Signature and Title				Date				
<p>Approval of Expenditure</p> <p><i>The above construction or purchase has been reviewed and is approved for funding</i></p>								
Authorized Signature and Title				Date				