

**FIBER OPTIC SALE AND MAINTENANCE AGREEMENT
BETWEEN CHARLES COUNTY, MARYLAND AND THINKBIG NETWORKS, LLC**

This Fiber Optic Sale and Maintenance Agreement ("Agreement") is made and effective as of this 15 day of December, 2020, by and between ThinkBig Networks, LLC, a Maryland limited liability company with offices at 10807 Falls Road #1388, Brooklandville, Maryland 21022 ("ThinkBig") and the County Commissioners of Charles County, Maryland, a body corporate and politic of the State of Maryland ("County") (collectively, the "Parties").

WHEREAS, the Parties have worked together to develop the funding for and to ensure the construction of a Fiber-based Broadband Network to certain unserved areas within the County within a specified time frame; and

WHEREAS, the County wishes to obtain ownership of certain Fiber strands located within certain Cable to be owned and maintained by ThinkBig; and

WHEREAS, ThinkBig agrees to transfer ownership of such Fiber strands to the County, on the terms and conditions contained herein.

NOW THEREFORE, in consideration of the mutual promises and agreements contained herein, the Parties hereby agree as follows:

Section 1 Definitions

1.1 "Authorizations" means the permissions a Party must have to perform its obligations under this Agreement, which may include franchises; licenses; permits; zoning approvals; variances; exemptions; grants of authority to use public rights of way or facilities; agreements to make attachments to poles, ducts, conduits, towers, buildings, rooftops, manholes, and the like; and any other approval of a governmental authority or third persons with respect to (i) the construction, installation, repair, maintenance, operation or use of tangible or intangible property, as the case may be, or (ii) any requirement by a governmental authority for the engagement in a business or enterprise.

1.2 "Backbone" means fiber optic cable constructed as part of the Network that is mapped in the color blue in Exhibit A and on which the County Fibers will number 12.

1.3 "Broadband" means relating to high-speed data transmission in which the bandwidth is shared by more than one simultaneous signal, with data throughput at a rate no less than then-current FCC standards.

1.4 "Cable" means fiber optic filaments contained in any suitable jacketing or sheath, installed on poles and in conduit. For purposes of this Agreement, the Cable may include spliced cable, conduit or Subscriber service drops leading from the Cable to a Subscriber's premises. The

term "Cable" shall not include optronics or other equipment necessary to light the fiber optic filaments contained therein.

1.5 "County Constructed Fiber" means a fiber optic cable route constructed by ThinkBig for the County that is mapped in the color purple in Exhibit A and on which the County will own all fibers.

1.6 "County Fibers" means those Fibers in which ThinkBig is transferring an ownership interest to the County, as described herein and illustrated in Exhibits A and E.

1.7 "County WAN Fiber" means fiber optic infrastructure that the County uses that is unrelated to ThinkBig's Network.

1.8 "Effective Date" means the date upon which this Agreement is fully signed and executed by both Parties.

1.9 "Emergency" means a condition that either: 1) constitutes a clear and immediate danger to the health, welfare, or safety of the public; or 2) has caused or is likely to cause the Network to be temporarily or permanently unusable and result in loss of the services provided.

1.10 "Fiber" means a glass strand which is protected by a color-coded buffer tube and which is used to transmit a communications signal along the glass strand in the form of light pulses.

1.11 "Force Majeure Event" means 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.

1.12 "Lateral" means fiber optic cable constructed as part of the Network that is mapped in the color gold in Exhibit A and on which the County Fibers will number 2.

1.13 "Network" means the Fiber-to-the-premises Broadband Network to be constructed by ThinkBig in Charles County.

1.14 "Service Drop" means the Cable that connects the Network to the Subscribers' premises.

1.15 "Service Area" means the geographical areas where ThinkBig: (i) owns or operates Broadband transmission or distribution facilities in the County and/or (ii) has obtained rights, interests or permissions which would allow the Cable to be installed and operated in such areas.

1.16 "Subscriber" means a resident or business that lawfully receives Broadband service from ThinkBig.

1.17 "Third Party" means any party, person or entity that is not a signatory to this Agreement or an Affiliate of a Party to this Agreement.

Section 2 Transfer of Ownership

2.1 ThinkBig will transfer ownership of the Fibers to the County, in fee simple without exception or reservation, as described below. The County may use the Fibers for any lawful purpose, subject to the terms and conditions of this Agreement.

2.2 Transfer of ownership in particular Fiber or Fiber segments to the County shall be deemed to have occurred upon (1) completion of Cable installation by ThinkBig, and (2) acceptance by the County of testing by ThinkBig demonstrating that Fiber performance meets or exceeds manufacturer specifications, consistent with testing standards described in Exhibit C. For purposes of this subsection, acceptance of testing by the County shall be deemed to have occurred if the County indicates its acceptance in writing, or if the County takes no affirmative action with respect to a ThinkBig testing report (consistent with testing standards described in Exhibit C) within 15 business days after the County's receipt of such documentation. ThinkBig shall deliver a Bill of Sale to the County upon transfer of each Fiber segment in the form attached hereto as Exhibit E. Each Bill of Sale shall transfer right and title to the Fiber segment completed and identified in the respective Bill of Sale.

2.3 ThinkBig shall transfer ownership of Fibers to the County in the following amounts and per the designations in Exhibits A and D. For Backbone Fibers, mapped in blue in Exhibit A, County Fibers will be twelve (12) strands of dark fiber optic cable. For Lateral Fibers, mapped in gold in Exhibit A, County Fibers will be two (2) strands of dark fiber optic cable. For County Constructed Fibers, mapped in purple in Exhibit A, these will be constructed by ThinkBig for Charles County purposes and the County Fibers will be all strands. For Backbone routes, the County shall be assigned fibers 1-12 in the blue buffer tube. On Lateral routes, the County shall be assigned fibers 1 and 2. On County Constructed Fiber routes, the County shall be assigned all fibers.

When the County wishes to activate the County backbone and lateral Fiber, it shall request in writing the endpoints, the desired connectorization, and routing of the fiber and the splicing required. ThinkBig shall schedule the work, including a second round of fiber tests, to be performed within one week of written notification from the County to ThinkBig, or on a mutually agreeable schedule. If necessary, ThinkBig shall provide replacement strands from its own portion of the cable to replace faulty strands. ThinkBig shall notify the County when end-to-end tests will take place, and the County may at its discretion observe the tests.

In addition to the fibers described above, County Fibers shall connect the Nanjemoy hub facility to the following locations with twelve strands each: Mallows Bay, Nanjemoy Community Center, Nanjemoy Volunteer Fire Department, Mt Hope Nanjemoy Elementary School, and

Friendship Farm Park. County Fibers shall connect the Cobb Neck hub facility to the following locations with twelve strands each: Piccowaxen School and Higdon School. ThinkBig shall be responsible for building entry and termination of fibers at each location.

2.4 Any transfer or assignment of Cable by ThinkBig shall remain subject to the County's fee simple ownership interest in County Fibers located within such Cable.

2.5 ThinkBig shall provide the County access to the County Fibers at splice enclosures and taps on poles, at splice enclosures in manholes and handholes, and space and access in cabinets and other locations where ThinkBig has splitters, combiners, or electronics. At the County's request, ThinkBig shall undertake splicing of County Fibers and the County shall compensate ThinkBig for that splicing at ThinkBig's actual cost. At the County's request, ThinkBig shall leave for the County a tail of County Fibers outside the splice case or other meet point for the County or its contractor to splice to County WAN Fiber or other fiber or terminations. If requested by the County, ThinkBig terminate the fiber on panels in the County racks in the hub facilities, and/or on a panel inside a building.

2.6 Upon construction of the system, County fiber shall be terminated on County panels on co-located 20 RU racks in each of the Nanjemoy and Cobb Neck hub facilities. ThinkBig shall provide the County with escorted access to the County rack at the Nanjemoy and Cobb Neck hub locations with two-hour notice on a 24 x 7 basis, 365 days a year. Racks shall be provided with power connections connected through ThinkBig's UPS and generators.

2.7 ThinkBig shall allow the County to bring County WAN Fiber into ThinkBig hub facilities using dedicated access conduit pathways provided by ThinkBig in order to connect to County Fiber provided by ThinkBig under this Agreement. ThinkBig shall make cross-connections from the County panels to any point within the hub facilities at ThinkBig's expense.

Section 3 Non-Interference

The County shall not use the County Fibers in a manner that physically or electronically interferes with ThinkBig's use of the Network. ThinkBig shall not use or permit the use of any other Fibers in its Cable in a way that physically or electronically interferes with the County's use of the County Fibers.

Section 4 Liquidated Damages

4.1 Upon the occurrence of a violation of this Agreement by ThinkBig, 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 liquidated damages.

4.2 Notice and Right to Cure. ThinkBig shall be liable and pay to the County for the amounts specified below for any failure 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 Agreement. In the event ThinkBig fails to cure the alleged violation, and upon a finding of non-compliance by the County following a Conference (to include participation of the County Attorney's Office), 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.

a. **Amounts.** For the following failures to comply with this Agreement (collectively, the "Liquidated Damages Events"), the liquidated damages shall be in the following amounts, accruing on the date of written notice of the violation:

1. Failure of ThinkBig to comply with maintenance and repair standards as set forth in this Agreement, including in Section 6 and Exhibit B: Four Hundred Dollars (\$400) per Day;
2. Failure of ThinkBig to comply with test procedures and standards in this Agreement, including in Exhibits C and D: Six Hundred Dollars (\$600) per Day;
3. Failure of ThinkBig to comply with the material provisions of this Agreement for which an amount is not otherwise specifically provided pursuant to this Section: Three Hundred Dollars (\$300) per Day.

ThinkBig agrees that each of the failures set forth in this Section shall result in injuries to the County, 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 paid by ThinkBig exceed \$100,000 per year.

Section 5 Representations and Warranties

5.1 ThinkBig represents and warrants that it has all Authorizations necessary for it to legally perform its obligations under this Agreement and no act of any other governmental authority or other person or entity is required in connection with the execution, delivery and performance of this Agreement.

5.2 ThinkBig warrants that its Cable and Fibers will be constructed, operated, and maintained in accordance with prevailing industry standards and shall be free of defects in materials and workmanship.

Section 6 Maintenance and Repair

6.1 ThinkBig shall perform maintenance and repair for County Fiber as described in this Section 6 and as further set forth in Exhibit B to this Agreement.

6.2 All maintenance and repair obligations of ThinkBig shall be perpetual and shall survive any termination or expiration of any other agreement between the parties. Unless otherwise stated, all maintenance and repair obligations of ThinkBig shall be at ThinkBig's sole expense.

6.3 ThinkBig shall perform all routine maintenance and repair functions and Emergency maintenance and repair functions, including but not limited to, "one-call" responses, cable locate services, and any necessary relocation or repair of the Cable containing the County Fibers. ThinkBig shall maintain Cable and Fibers such that the operation of County fiber will be in accordance with prevailing industry standards and manufacturer specifications.

6.4 ThinkBig shall respond to any failure, interruption, or impairment in the operation of the County Fibers within four (4) hours after receiving notice of any such failure, interruption, or impairment. ThinkBig shall perform maintenance and repair to correct any failure, interruption, or impairment in the operation of the County Fibers as promptly as possible, and no later than eight (8) hours from receipt of notice.

6.5 ThinkBig shall schedule and perform periodic maintenance and repair checks and services. Additional maintenance shall be performed from time to time on the County Fibers at ThinkBig's reasonable discretion, or upon the County's request upon advance notice to ThinkBig.

Section 7 County Broadband Service

In the event that the County requests that ThinkBig provide Broadband service to the County, ThinkBig will sell to the County services and bandwidth priced at ThinkBig's actual cost, provided, however, that ThinkBig shall not be obligated to provide bandwidth to the County that would substantially limit ThinkBig's capacity to serve its other Subscribers.

Section 8 Relocation and Replacement of Cable

8.1 In the event that ThinkBig is required by public authorities or by lawful order or decree of a regulatory agency or court to relocate or modify any or all of its Cable in which County Fiber is located, ThinkBig shall provide notice to the County at least thirty (30) days' prior to the beginning of such relocation or modification. The cost of such work shall be paid by ThinkBig, and ThinkBig may invoice the County for reimbursement of the pro rata cost of such relocation based on the number of County Fibers as a ratio of the total Fibers within the affected Cable, which invoice

shall be paid by the County within thirty (30) days of receipt. Relocation or modification of Cable performed at the discretion of ThinkBig shall be at the sole expense of ThinkBig. ThinkBig shall perform or cause any relocation or modification to be performed so as to minimize any interference with the use of County Fibers. ThinkBig shall use its best efforts to obtain maximum available reimbursement, for both ThinkBig's and the County's costs, from any Third Party for whose benefit the relocation or modification was performed.

8.2 In the event of an Emergency, ThinkBig shall be permitted to replace, remove, and relocate the Cable or any portion thereof without prior notice, when such notice is not practicable. Notice to the County will be provided at the earliest possible time. Any such Emergency replacement, removal, or relocation of the Cable shall be at the sole expense of ThinkBig.

Section 9 Non-Compete

The County will not make any County Fiber available to any party that is engaged in providing Fiber-based Broadband services to any of the residents or businesses in the ThinkBig Service Area, provided that ThinkBig is in compliance with all terms of this Agreement and the Public Private Partnership Fiber Network Agreement ("PPP Agreement"), and is using its best efforts to provide Broadband services to residents and businesses in the ThinkBig Service Area.

Section 10 Defaults and Disputes

10.1 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.

10.2 ThinkBig shall have thirty (30) days from receipt of the written notice to: (i) respond to the County, if ThinkBig contests the assertion of noncompliance; (ii) cure such noncompliance; or (iii) 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 by the County in writing 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.

10.3 If the violation has not been cured within the time allowed under Section 10.2 or if the County disagrees with ThinkBig's challenge of the violation, then the Parties will jointly select a competent mediator by mutual agreement. 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. If mediation fails to produce a resolution or the Parties cannot agree on a mediator within sixty (60) days after notice of the dispute from either party, then either party may seek

resolution in the Circuit Court of Charles County, Maryland or any federal court sitting in the District of Maryland.

10.4 The Parties do hereby waive trial by jury in connection with any proceedings brought to enforce the terms of this Agreement.

Section 11. Indemnification

11.1 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 claims for injury, loss, liability, cost or expense 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, arising out of, but not limited to, the provision of Fiber to the County. 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. If the County determines that it is necessary for it to employ separate counsel, in addition to that provided by ThinkBig, the cost for such separate counsel shall be the responsibility of the County. ThinkBig shall not indemnify the County for any claims resulting solely from acts of willful misconduct or negligence on the part of the County, its elected and appointed officials, officers, agents and employees acting in their official capacities.

11.2 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.

Section 12 Insurance

12.1 ThinkBig shall maintain not less than the following insurance coverage for the duration of this Agreement. The limits set forth below are minimum limits and shall not be construed to limit ThinkBig's liability.

12.1.1 ThinkBig shall maintain Professional Liability coverage in minimum amounts of \$2,000,000.00 per event and \$1,000,000.00 per person.

12.1.2 ThinkBig shall maintain Commercial Automobile Liability - Minimum - \$2,000,000.00.

12.1.3 ThinkBig shall maintain Workers' Compensation Insurance as required by Maryland law.

12.1.4 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.

12.2 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 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. 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.

12.3 Waiver of Subrogation. ThinkBig shall 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 other Party and, as applicable, its members, managers, shareholders, Affiliates, assignees, officers, directors, and employees or any other party entitled to indemnity under this Agreement.

12.4 Blanket Policies. Nothing in this Agreement shall be construed to prevent either Party 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 13 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 14 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. At least sixty (60) days before the date of any such conveyance or encumbrance, ThinkBig shall make written application to the County of any transfer, assignment, or change in control as described above and shall provide all relevant information requested by the County prior to its review of the transaction. Such information shall include, but not be limited to, the following: 1) ownership and financial information, including income statements and balance sheets, regarding the transferee or assignee; 2) experience of the transferee or assignee in

providing Broadband Data Services in other jurisdictions; and 3) the document between ThinkBig and the transferee or assignee reflecting the proposed transaction. 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.

Section 15 Confidentiality

15.1 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.

15.2 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 notify ThinkBig of any requests to disclose information under the MPIA upon receipt of request so that ThinkBig may have the 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.

15.3 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.

15.4 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.

15.5 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.

15.6 Damages. 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 such injunctive or equitable relief as may be deemed proper by a court of competent jurisdiction.

Section 16 Notices

All notices under this Agreement shall be in writing and shall be deemed sufficiently given to the Parties at the addresses set forth below, unless otherwise advised of a different address, by mail, or by overnight delivery service at the addresses set forth below.

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:

Chief of Information Technology
Attn: Evelyn Jacobson
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: Mark Wagner, President
10807 Falls Road, Number 1388
Brooklandville, Maryland 21022

Section 17 Entire Agreement. This Agreement constitutes the entire agreement of the Parties with respect to the subject matter hereof and supersedes any and all previous understandings, oral or written, which pertain thereto.

Section 18 Amendments. No amendments or modification to this Agreement shall be valid unless made in writing and signed and executed by the authorized representatives of each Party.

Section 19 Governing Law and Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of Maryland. Venue of any 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 20 Severability. If any provision of this instrument is prohibited by law in the State of Maryland, such provision shall be ineffective to the extent of such prohibition without invalidating the remaining provisions of this Agreement.

Section 21 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, or if an agency or court decision that is not subject to further appeal affects this Agreement of 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 the statute or regulation or with the agency or court decision. 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. If such a Change of Law, substantially

destroys the expectations of either Party and efforts to amend the Agreement successfully fail, the adversely affected Party may terminate this agreement.


Section 22 Compliance with Laws. ThinkBig and the County shall comply with all federal, state and generally applicable local laws and regulations.

Section 23 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. 2020-34 dated December 15, 2020 of the Charles County Board of Commissioners.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be signed by their respective duly authorized representatives.

THINKBIG NETWORKS LLC

By: 
Name: Mark R Wagner
Title: CEO
Date: 12/11/2020

THE COUNTY COMMISSIONERS OF CHARLES COUNTY, MARYLAND


By: 
Name: Reuben Collins
Title: President, Charles County Commissioners
Date: 12/15/2020

EXHIBIT A

County Fibers Routes

In both Nanjemoy and Cobb Neck: For Backbone Fibers, mapped in blue, County Fibers will be twelve (12) strands of dark fiber optic cable. For Lateral Fibers, mapped in gold, County Fibers will be two (2) strands of dark fiber optic cable. For County Constructed Fibers, mapped in purple, these will be constructed by ThinkBig for Charles County purposes, will be (12) strands each, and the County Fibers will be all strands.

Nanjemoy County Fiber Routes



Cobb Neck County Fiber Routes



EXHIBIT B

Maintenance and Repair 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 the direct cost of 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 and does not add an additional markup for the work. The use of any such subcontractor shall not relieve ThinkBig of any of its obligations hereunder.

EXHIBIT C

Testing Standards and Process

Fiber shall be ITU-T G.652D compliant or better.

All splices shall be of the fusion type.

Splices shall have an optical attenuation of no more than 0.1 dB at both 1550 nm and 1310 nm.

At the time of construction, ThinkBig shall provide bidirectional OTDR test results end-to-end of each fiber strand dedicated to the County at 1310 and 1550 nm. If a result is not in compliance, the Company shall remediate the fault within one week or on a mutually agreeable schedule. If necessary, the Company shall provide replacement strands from its own portion of the cable to replace faulty strands. The Company shall notify the County when tests will take place, and the County may at its discretion observe the tests.

A fiber strand shall be deemed compliant if total end-to-end link attenuation does not exceed manufacturer specifications at 1310 nm and 1550 nm with allowances for splices (0.1 dB per splice) and connectors (0.5 dB per mated connector pair).

When the County wishes to activate the County Fibers, it shall request in writing the endpoints, the desired connectorization, and routing of the fiber and the splicing required. ThinkBig shall schedule the work, including a second round of fiber tests, to be performed within one week or on a mutually agreeable schedule. If necessary, ThinkBig shall provide replacement strands from its own portion of the cable to replace faulty strands. ThinkBig shall notify the County when end-to-end tests will take place, and the County may at its discretion observe the tests.

A fiber strand shall be deemed compliant if total end-to-end link attenuation does not exceed manufacturer specifications at 1310 nm and 1550 nm with allowances for splices (0.1 dB per splice) and connectors (0.5 dB per mated connector pair).

Exhibit D

Test Report Template 1. OTDR Bidirectional Report (1310 nm)

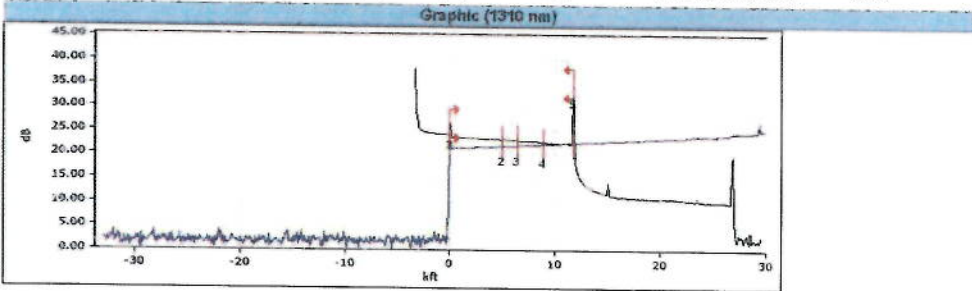
OTDR Bidirectional Report

Identification Information			
Filename:	TBN_NOC_EAST_PT_110_13101550_20-05-20	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-E4EA	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	1.000
Bidir splice loss (dB)	0.100	0.100	0.100
Unidir connector loss (dB)	1.000	1.000	1.000
Bidir connector loss (dB)	1.000	1.000	1.000
Fiber sect. att. (dB/km)	0.400	0.400	0.400
Span loss (dB)	45.000	45.000	45.000
Span length (kft)	0.0000	0.0000	0.0000

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: 12:47:02 AM (GMT-05:00) Customer:
 Job ID: TBN_NOC_EAST_MDBC_Brown_TBN_PNL Company:
 Comments: ;BB=VIOLET; MDBC=PT_002

Location A Location B

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

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

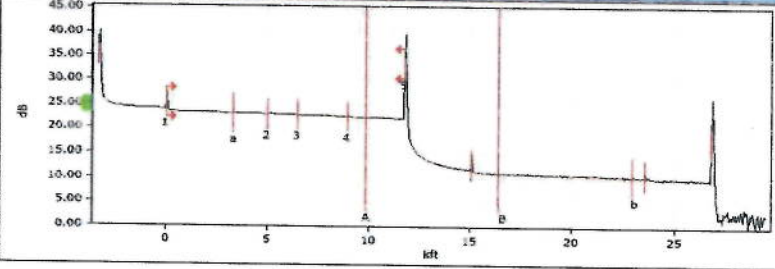
Test Parameters (1310 nm)

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

Results (1310 nm)

Span length (kt): 11.7485 Span loss (dB): 1.828 Span OPL (dB): <18.57
 Average loss (dB/kt): 0.156 Avg splice loss (dB): 0.044 Max. splice loss (dB): 0.108

Graphic (1310 nm)



Event Table (1310 nm)

Type	No.	Location/Length (kt)	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 (kt)	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

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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

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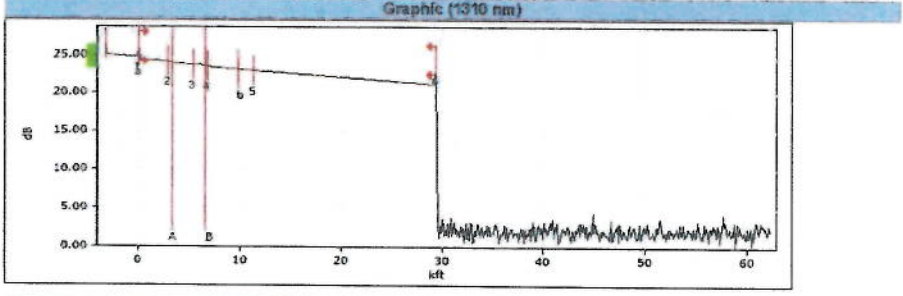
OTDR Bidirectional Report

Identification information			
Filename:	TBN_NOC_EAST_PT_110_13101560_20-05-20	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 B
Location:	Location:
Operator:	Operator:
Unit model:	Unit model: FTB-720-12CD-23B-EI-EA
Unit s/n:	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



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)			Manual Measurements (1310 nm)	
Marker	Position (kft)	Value (dB)	Measurement	Value
a	-0.0209	24.836	4 points event loss (dB)	0.160
A	3.2586	23.930	A-B LSA loss (dB)	0.287
B	6.5381	23.633	2 points section att. (dB/km)	0.297
b	9.8218	23.148	A-B LSA attenuation (dB/km)	0.287
B-A	3.2795	0.297	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

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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

2. OTDR Bidirectional Report (1550 nm)

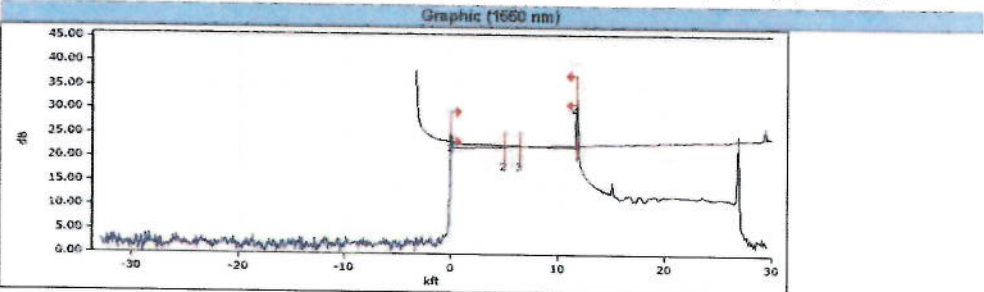
OTDR Bidirectional Report

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	Heix 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

OTDR Bidirectional Report

Identification information

Filename: TBN_NOC_EAST_PT_110_13101550_20-05-21
 Test date: 11/27/2020
 Test time: 12:47:34 AM (GMT-05:00)
 Job ID: TBN_NOC_EAST;MDBE_Brown_TBN_PNL
 Comments: ,BB=VIOLET, MDBE=PT_002

Cable ID:
 Fiber ID: PT_110
 Customer:
 Company:

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:

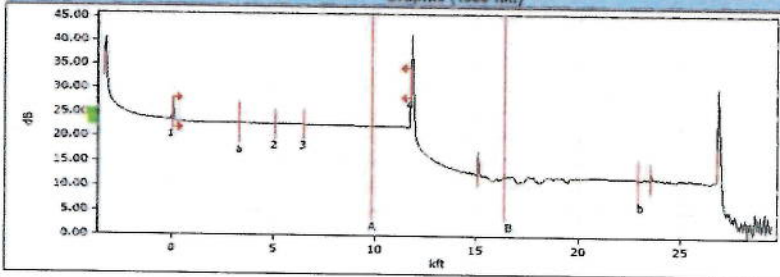
Test Parameters (1650 nm)

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

Results (1650 nm)

Span length (kft): 11.7477 Span loss (dB): 1.906 Span ORL (dB): <19.22
 Average loss (dB/kft): 0.162 Avg. splice loss (dB): 0.009 Max. splice loss (dB): 0.089

Graphic (1650 nm)



Event Table (1650 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 (1650 nm)

Marker	Position (kft)	Value (dB)
a	3.2572	22.818
A	9.8176	22.253
B	16.3822	17.159
b	22.9427	11.538
B-A	6.5646	10.094

Manual Measurements (1650 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 (1650 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

EXFO

Signature: _____

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OTDR Bidirectional Report

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

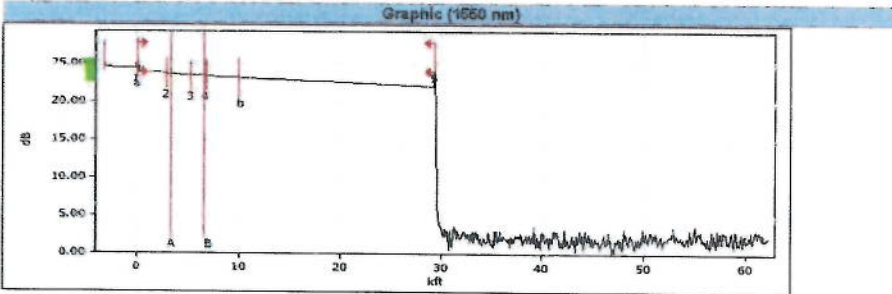
OTDR Bidirectional Report

Identification Information			
Filename:	TBN_NOC_EAST_PT_110_13101550_20-05-2	Cable ID:	
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 B
Location:	Location:
Operator:	Operator:
Unit model:	Unit model: FTB-720-12C D-23B-EI-EA
Unit s/n:	Unit s/n: 737982
	Calibration Date: 1/15/2014

Test Parameters (1650 nm)			
Range (kft):	65.6168	Pulse (ns):	100
		Duration (s):	30

Results (1650 nm)			
Span length (kft):	29.4026	Span loss (dB):	2.289
Average loss (dB/kft):	0.078	Avg splice loss (dB):	0.083
		Span ORL (dB):	34.88
		Max. splice loss (dB):	0.188



Event Table (1650 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 (1650 nm)			Manual Measurements (1650 nm)	
Marker	Position (kft)	Value (dB)	Measurement	Value
a	-0.0209	24.344	4 points event loss (dB)	0.234
A	3.2572	23.588	A-B LSA loss (dB)	0.101
B	6.5395	23.462	2 points section att. (dB/km)	0.126
b	9.8218	23.186	A-B LSA attenuation (dB/km)	0.101
B-A	3.2823	0.126	3 points reflectance (dB)	-63.1
			3 points max. reflectance (dB)	-73.2
			A-B ORL (dB)	42.08

Pass/Fail Thresholds (1650 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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Fiber sect. att. (dB/km)	0.400	0.400
Span loss (dB)	45.000	45.000
Span length (km)	0.0000	0.0000
Span ORL (dB)	15.00	15.00

EXFO Signature: _____ 27-11-2020

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EXHIBIT E
BILL OF SALE

Number _____

For good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, ThinkBig Networks, LLC, a Maryland limited liability company ("ThinkBig"), does on the _____ day of _____, 20____, hereby grant, bargain, transfer, assign, convey and deliver to the County Commissioners of Charles County, Maryland, a body corporate and politic of the State of Maryland ("County"), all rights, title and interest in and to the personal property set forth below, to have and to hold the same unto the County, its successors and assigns, forever, it being understood and agreed that the County has had the opportunity to inspect and test the following fiber optic strands and accepts such strands in the condition as now conveyed:

1. Fibers 1 – 12 inclusive in that certain fiber optic sheath owned by ThinkBig and located between the following locations:

[ring segment]

[ring segment]

THINKBIG NETWORKS, LLC:

By: _____

Printed Name: _____

Title: _____

Dated: _____

COUNTY COMMISSIONERS OF CHARLES COUNTY, MARYLAND:

By: _____

Printed Name: _____

Title: _____

Dated: _____