

INDEMNITY AGREEMENT

THIS INDEMNITY AGREEMENT (this "Agreement") is made and entered into as of November 11_____, 2026 by **VERO FIBER NETWORKS, LLC**, a Colorado limited liability company, having a mailing address of 1023 Walnut St., Boulder, Colorado 80302 ("Vero") in favor of **BOARD OF EDUCATION OF JEFFERSON COUNTY, KENTUCKY**, operating as Jefferson County Public Schools, having a mailing address of 3332 Newburg Road, Louisville, Kentucky 40218 ("Board of Education") and the other indemnified parties referenced herein.

Recitals

A. Vero has agreed to construct, install and maintain a fiber network to be operated by Board of Education providing internet and data connectivity to schools and related facilities owned and/or operated by Board of Education throughout Jefferson County, Kentucky (the "Fiber Work and Services").

B. In connection with the Fiber Work and Services, Vero intends to construct, install and maintain certain equipment and facilities over, under and/or across property owned or controlled by Louisville & Indiana Railroad Company, Inc., a Kentucky corporation ("LIRC"), that is part of a railroad transportation system (the "Railroad Area Encroachment Work").

C. In connection with the Railroad Area Encroachment Work, LIRC requires Board of Education to execute those certain three (3) License Agreement for Wire, Pipe and Cable Transverse Crossing and Longitudinal Occupations each dated _____, 2026 (the "License Agreements") whereby Board of Education agrees to abide by terms, covenants and conditions relating to the Railroad Area Encroachment Work.

D. In connection with the Railroad Area Encroachment Work and License Agreements, Board of Education desires, and Vero is willing, for Vero to indemnify, defend and hold harmless Board of Education, the Jefferson County School District Finance Corporation, a Kentucky non-profit corporation ("Finance Corporation") and their respective employees, officers, directors, agents, contractors, successors and assigns from and against any and all claims, losses, damages, costs, expenses (including reasonable attorney's fees) arising from or related to the Railroad Area Encroachment Work and/or any of the License Agreements.

Agreement

NOW THEREFORE, for valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Vero hereby agrees, intending to be legally bound, as follows:

1. Indemnification. Vero agrees, at all times, to indemnify, defend and hold harmless Board of Education, Finance Corporation and their respective employees, officers, directors, agents, contractors, successors and assigns (each an "Indemnified Party") from and against any and all claims, losses, damages, costs, expenses (including reasonable attorney's fees) arising from or related to the Railroad Area Encroachment Work, Vero's obligations herein, and/or the work by Vero or anyone acting on Vero's behalf related to any of the License Agreements (collectively, "Liabilities"). Vero further agrees to (i) perform the Railroad Area Encroachment Work in accordance with the

terms, covenants and conditions of the License Agreements and all applicable laws, regulations, codes, rules, orders and specifications, (ii) fulfill the terms, covenants and conditions of the License Agreements and not cause or permit a breach thereof and (iii) obtain any and all required or appropriate permits, consents, approvals and authorizations in connection with the Railroad Area Encroachment Work and/or the License Agreements. In addition, for clarity, Vero agrees to always maintain all the insurance coverages set forth in the insurance requirements exhibit attached to each of the License Agreements, which policies for such coverages shall name and include Board of Education as an additional insured.

2. Indemnification Procedures. If any action shall be brought against any Indemnified Party based upon any of the matters for which such Indemnified Party is indemnified, the applicable Indemnified Party shall notify Vero in writing thereof and Vero shall promptly assume the defense thereof and the negotiation of any settlement at no cost or expense to such Indemnified Party; provided, however, that any settlement shall be subject to such Indemnified Party's prior written approval, not to be unreasonably withheld, conditioned or delayed. Each Indemnified Party shall have the right, at such Indemnified Party's own expense, to employ separate counsel in any such action to participate in the defense thereof. All losses shall be immediately payable by Vero or otherwise reimbursable to the applicable Indemnified Party when and as incurred and, in the event of any litigation, claim or other proceeding, without any requirement of waiting for the ultimate outcome of such litigation, claim or other proceeding.

3. Miscellaneous. In the event of a conflict between this Agreement and any other agreement between or among Vero and Board of Education, this Agreement shall govern and control. Any amendments or modifications hereto, in order to be effective, shall be in writing and executed by the parties hereto. If any term, covenant or condition of this Agreement or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Agreement, or the application of such term, covenant or condition to persons or circumstances other than those to which it is held invalid or unenforceable, shall not be affected thereby; and such remaining term, covenant or condition of this Agreement shall be valid and be enforced to the fullest extent permitted by law. This Agreement shall be construed under the laws of the Commonwealth of Kentucky, exclusive of its conflicts of laws rules. This Agreement shall bind Vero and its successors and assigns.

VERO:

VERO FIBER NETWORKS, LLC,
a Colorado limited liability company

By: _____

Name: _____

Title: _____

LOUISVILLE & INDIANA RAILROAD COMPANY
LICENSE AGREEMENT FOR WIRE, PIPE AND CABLE TRANSVERSE CROSSING AND
LONGITUDINAL OCCUPATIONS

THIS AGREEMENT, made and entered into November 11, 20026, between Louisville & Indiana Railroad Company, a IN Corporation which has a mailing address at 500 Willinger Lane Jeffersonville, IN 47130 party of the first part (hereinafter called "Railroad") and Board of Education of Jefferson County, Kentucky operating as Jefferson County Public Schools, having a mailing address at 3332 Newburg Road, Louisville, Kentucky 40218 as party of the second part (hereinafter called "Licensee").

WITNESSETH, that the said Railroad (which when used herein shall include any lessor, successor or assignee of or operator over its railroad) insofar as it has the legal right and its present title permits, and in consideration of the covenants and conditions hereinafter stated on the part of the Licensee to be kept and performed, hereby permits, as a temporary license, the Licensee to construct, maintain, repair, alter, renew, relocate and ultimately remove an underground transverse wireline crossing consisting of a six (6) inch HDPE casing containing three (3) 1.25-inch HDPE conduits with one (1) containing a 48-strand FOC wholly within the confines of W Chestnut St AAR/DOT #535243G at Mile Post 109.97, at or near Louisville, Jefferson County, KY in accordance with construction plans and application marked Exhibit "A" submitted by Licensee to and approved by the Railroad, incorporated herein by reference; all and any part thereof being hereafter referred to as the "FACILITIES"; said license, however, shall be under and subject to the following terms, covenants, and conditions as hereinafter recited, which are hereby accepted and agreed to, by the Licensee, to wit:

1. The Licensee shall pay to Railroad upon the execution hereof, the sum of \$1,750.00 as a one-time document processing fee and \$2,300.00 as a one-time fee.

2. (a) The FACILITIES shall be located, constructed and maintained in exact accordance with said construction plans and for the purposes as outlined on Page one (1). No departure shall be made at any time therefrom except upon permission in writing granted by the Railroad, provided, however, that if any commission or other regulatory body duly constituted and appointed in compliance with the laws of the State in which the crossing or occupancy herein provided its statute, and having jurisdiction in the premises, has by ruling or other general order determined and fixed the manner and means of construction, maintenance, repair, alteration, renewal, relocation or removal thereof, then said ruling or general order shall prevail for the crossing or occupancy herein mentioned.

(b) The work of constructing, maintaining, repairing, altering, renewing, relocating or removing the said FACILITIES shall be done under such general conditions as will be satisfactory to and approved by the Railroad, and as will not interfere with the proper and safe use, operation and enjoyment of the property of the Railroad. Licensee, at its own cost and expense, shall, when performing any work in connection with the FACILITIES, furnish any necessary inspectors, flagmen or watchmen to see that men, equipment and materials are kept a safe distance away from the tracks of the Railroad.

(c) In addition to, but not in limitation of any of the foregoing provisions, if at any time the Railroad should deem inspectors, flagmen or watchmen desirable or necessary to protect its operations or property, or its employees, patrons or Licensees during the work of construction, maintenance, repair, alteration, renewal, relocation or removal of said FACILITIES of Licensee, the Railroad shall have the right to place such inspectors, flagmen or watchmen at the sole risk, cost and expense of Licensee to the extent permitted by applicable law, which covenants and agrees to bear the full cost and expense thereof and to promptly reimburse the Railroad upon demand to the extent permitted by applicable law. The furnishing or failure to furnish inspectors, flagmen or watchmen by the Railroad, however, shall not release the Licensee from any and all other liabilities assumed by the Licensee under the terms of this Agreement.

3. If the Licensee desires or is required, as herein provided, to revise, renew, add to or alter in any manner whatsoever the aforementioned FACILITIES, it shall submit plans to Railroad and obtain written approval of Railroad thereto before any work or alteration of the structure is performed and the terms and conditions of this Agreement with respect to the original construction shall apply thereto. Railroad reserves the right to make adjustments in the charges.

4. (a) The Licensee shall at all times be obligated to promptly maintain, repair and renew said FACILITIES; and shall, upon notice in writing from Railroad and requiring it so to do, promptly make such repairs and renewals thereto as may be required by Railroad; or the Railroad, for the purpose of protecting and safeguarding its property, traffic, patrons or employees from damage or injury, may with or without notice to the Licensee at any time make such repairs and renewals thereto and furnish such material therefor as it deems adequate and necessary, all at the sole cost and expense of Licensee.

(b) In the event of an emergency, Licensee will take immediate steps to perform any necessary repairs, and in the event Licensee fails to do so, Railroad will perform said necessary repairs at the sole cost and expense of Licensee.

5. (a) The supervision over the location of the construction work and inspection of the FACILITIES and the approval of the material used in construction, maintenance, repair, alteration, renewal, relocation and removal of the aforesaid FACILITIES covered by this Agreement shall be within the jurisdictional rights of the Railroad.

(b) The right of supervision over the location of the construction work and inspection of the FACILITIES from time to time thereafter by the Railroad, shall extend for an appropriate distance on each side of the property of the Railroad as the method of construction and materials used may have an important bearing upon the strength and stability of the FACILITIES over, under, upon or in the property of the Railroad.

6. Licensee shall comply with all Federal, State and local laws, and assume all cost and expense and responsibility in connection therewith, without any liability whatsoever on the part of the Railroad.

7. (a) It is understood between the parties hereto that the operations of the Railroad at or near said FACILITIES involve some risk, and the Licensee as part of the consideration for this license hereby release and waives any right to ask for or demand damages for or account of loss of or injury to the FACILITIES (and contents thereof) of the Licensee that are over, under, upon, or in the property and facilities of the Railroad including the loss of or interference with service or use thereof and whether attributable to the fault, failure or negligence of the Railroad or otherwise.

(b) And to the extent permitted by applicable law, the Licensee also covenants and agrees to and shall at all times indemnify, protect and save harmless the Railroad from and against all cost or expense resulting from any and all losses, damages, detriments, suits, claims, demands, costs and charges which the said Railroad may directly or indirectly suffer, sustain or be subjected to by reason or on account of the construction, placement, attachment, presence, use, maintenance, repair, alteration, renewal, relocation or removal of said FACILITIES in, on, about or from the premises of Railroad whether such losses and damages be suffered or sustained by the Railroad directly or by its employees, patrons, or licensees, or by suffered or sustained by other persons or corporations, including the Licensee, its employees and agents who may seek to hold the Railroad liable therefor, and whether attributable to the fault, failure or negligence of the Railroad or otherwise, except when proved by Licensee to be due directly to the sole negligence of the Railroad.

(c) If a claim or action is made or brought against either party and for which the other party may be responsible hereunder in whole or in part, such other party shall be notified and permitted to participate in the handling or defense of such matter.

8. All cost and expenses in connection with the construction, maintenance, repair, alteration, renewal, relocation and removal of said FACILITIES shall be borne by the Licensee, and in the event of work performed or material furnished by Railroad under the stipulated right to perform such work of construction, maintenance, repair, alteration, renewal, relocation or removal under any section hereof, to the extent permitted by applicable law Licensee agrees to pay to the Railroad the actual cost of material plus the current applicable overhead percentages for storage, handling, transportation, purchasing and other related material management expenses and the actual cost of labor plus the current applicable overhead percentages as developed and published by the accounting department of Railroad for fringe benefits, payroll taxes, administration, supervision, use of tools, machinery and other equipment, supplies, employers liability insurance, public liability insurance, and other insurance, taxes and all other indirect expenses. It is to be understood that the aforementioned material and labor overhead charges are to be applied at the rates which are effective at the time of the performance of any work by employees of the Railroad on the said FACILITIES. Licensee agrees to pay such bills (to the extent permitted by applicable law) within thirty (30) days of the presentation thereof by Railroad.

9. Licensee shall provide the Insurance coverage as set forth in Exhibit "B", Insurance Requirements, attachment hereto. Proof of satisfactory insurance pursuant to the Insurance Requirements is necessary prior to the execution of this Agreement by Railroad.

10. The Licensee shall, at its sole cost and expense, upon request in writing of the Railroad, promptly change the location of said FACILITIES covered by this Agreement, where located over, upon, or in the property and facilities of the Railroad, to another location, to permit and accommodate changes of grade or alignment and improvement in or additions to the facilities of the Railroad upon land now or hereafter owned or used by the Railroad to the intent that said construction shall at all times comply with the terms and conditions of this Agreement with respect to the original construction; or in the event of the License, sale or disposal of the premises or any part thereof encumbered by this license, then the said Licensee shall make such adjustments

or relocations in its facilities as are over, upon or in the property and facilities of the Railroad as may be required by the said railroad or its grantee; and if the Licensee shall fail or refuse to comply therewith, then the duly authorized agents of the Railroad may make such repairs or adjustments or changes in the location and provide necessary material therefor.

11. Upon termination of the Agreement or upon the removal or abandonment of the FACILITIES covered hereby, all the rights, title and interest of the Licensee hereunder shall cease and determine, and this instrument shall thereupon become and be null and void, without any liability on the part of either party to the other party except only as to any rentals and liability accrued prior thereto, and the Licensee shall remove its said FACILITIES and appurtenances from Railroad property, and right-of-way and all property of the Railroad shall be restored in good condition and to the satisfaction of the Railroad. If the Licensee fails or refuses to remove its FACILITIES and appurtenances under the foregoing conditions, the Railroad shall be privileged to do so at the cost and expense of the Licensee, and the Railroad shall not be liable in any manner to the Licensee for said removal.

12. In the event the FACILITIES consist of an underground occupation, Licensee will be responsible for any settlement caused to the roadbed, right-of-way and/or tracks, facilities, and appurtenances of the Railroad arising from or as a result of the installation of the said FACILITIES for a period of one (1) year subsequent to the date of completion of the installation, and Licensee agrees to pay to Railroad on demand the full cost and expense thereof.

13. In the event the said FACILITIES consist of electrical power or communication wires and/or appurtenances, the Licensee shall at all times be obligated promptly to remedy any inductive interference growing out of or resulting from the presence of its FACILITIES; and if the Licensee should fail so to do, then Railroad may do so, and the Licensee agrees to pay to Railroad on demand the full cost and expense therefor.

14. As part of the consideration of the within Agreement, Licensee covenants and agrees that no assessments, taxes or charges of any kind shall be made against Railroad or its property by reason of the construction of said FACILITIES of Licensee, and Licensee further covenants and agrees to pay to Railroad promptly upon bills rendered therefor the full amount of any assessments, taxes or charges of any kind which may be levied, charged, assessed or imposed against the Railroad or its property by reason of the construction and maintenance of said FACILITIES of Licensee.

15. The rights conferred hereby shall be the privilege of the Licensee only, and no assignment or transfer hereof shall be made, or other use be permitted than for the purposes stated on page one (1) without the consent and agreement in writing of the Railroad being first had and obtained.

16. This Agreement with the rights granted may be terminated at any time by either party hereto upon not less than thirty (30) days written notice to the other; and upon the expiration of the said thirty (30) days after service of such notice, this Agreement and the permission and privilege hereby granted shall absolutely cease and terminate.

17. This Agreement shall take effect upon execution hereof.

The terms of this Agreement shall be binding and effective upon all the parties hereto, and unless and until terminated, as hereinbefore provided, this Agreement shall inure to the benefit of and be binding upon the parties hereto, their successors and assigns, subject, however, to the provisions of Article 15, of this Agreement.

18. Any Notice required or permitted to be served under the terms of this Agreement shall be sent by certified mail, postage fully prepaid, and return receipt requested, to the parties at the following addresses:

To Railroad: Louisville & Indiana Railroad Company
500 Willinger Lane
Jeffersonville, IN 47130
Attn: Manager – Real Estate

To Licensee: Board of Education of Jefferson County, Kentucky
3332 Newburg Road
Louisville, Kentucky 40218
Attn: Legal Department

or at such other address as the respective parties may from time to time give notice of.

19. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one instrument. This Agreement may be validly executed and delivered by telephonic facsimile transmission, e-

mail transmission, or other electronic means including, without limitation, through the use of DocuSign or similar service, and the signatures on such electronic copies, whether generated electronically or manually, shall be deemed to be original signatures.

Signatures on following page

IN WITNESS WHEREOF, the said parties hereto have caused this Agreement to be duly executed in duplicate and delivered as of the day and year first above written.

LOUISVILLE & INDIANA RAILROAD COMPANY
(as Railroad)

**BOARD OF EDUCATION OF JEFFERSON COUNTY,
KENTUCKY**
(as Licensee)

By: _____

By: _____

Name: Jeremy Kramer

Name: Dr. Brian Yearwood

Title: Vice President

Title: Superintendent Jefferson County Public Schools

Witness as to Railroad

Witness as to Licensee

Name: Karen Walker

Name: Angie Gilpin

Exhibit A Summary

Exhibit A on the following page

Summary Table

1.	License #	LI-JCPS-001
2.	Railroad	Louisville & Indiana Railroad Company
3.	Licensee	Board of Education of Jefferson County, Kentucky
4.	Description of Work	install an underground transverse wireline crossing consisting of a six (6) inch HDPE casing containing three (3) 1.25-inch HDPE conduits with one (1) containing a 48-strand FOC wholly within the confines of W Chestnut St AAR/DOT #535243G at Mile Post 109.97
5.	City, County, State	Louisville, Jefferson, KY
6.	Mile Post	109.97
7.	Latitude/Longitudinal Coordinates	38.25071400000/-85.77443500000

**LOUISVILLE & INDIANA RAILROAD COMPANY
INSURANCE REQUIREMENTS
EXHIBIT B**

A. RAILROAD PROTECTIVE INSURANCE - DURING INSTALLATION PERIOD

If the LICENSEE shall use its own forces or shall employ a contractor for the installation of the FACILITIES, then, before commencing work, the LICENSEE or LICENSEE'S CONTRACTOR, as the case may be, shall provide and maintain the following insurance, in form and amount and with the companies satisfactory to, and as approved by, the RAILROAD.

(a) Statutory Workers' Compensation and Employer's Liability insurance.

(b) An Occurrence Form Railroad Protective Policy with limits of not less than Two Million (\$2,000,000.00) Dollars per occurrence for Bodily Injury Liability, Property Damage Liability and Physical Damage to Property, with Six Million (\$6,000,000.00) Dollars aggregate for the term of the policy with respect to Bodily Injury, Liability, Property Damage Liability and Physical Damage to Property. The Policy must name

**Louisville & Indiana Railroad Company
500 Willinger Lane
Jeffersonville, IN 47130**

as the Insured, and shall provide for not less than Ten (10) days' prior written notice to Railroad of cancellation of, or any material change, in the policy.

B. POST INSTALLATION

Before commencing work, and until this Agreement shall be terminated or the FACILITIES removed (whichever date is later), the LICENSEE shall provide and maintain the following insurance, in form and amount with companies satisfactory to, and as approved by, the RAILROAD:

(a) Statutory Workers' Compensation and Employer's Liability Insurance.

(b) Automobile Liability in an amount not less than One Million (\$1,000,000.00) Dollars combined single limit.

(c) Commercial General Liability in an amount not less than Two Million (\$2,000,000.00) Dollars combined single limit. In the event the policy is a Claims Made Policy, coverage shall include an aggregate of Six Million (\$6,000,000.00) Dollars.

The policy must name

**Louisville & Indiana Railroad Company
500 Willinger Lane
Jeffersonville, IN 47130**

as an Additional Insured and must not contain any exclusions related to doing business on, near, or adjacent to Railroad facilities.

LICENSEE shall provide RAILROAD with a CERTIFICATE of INSURANCE, evidencing such coverage and, upon request, the LICENSEE shall deliver a certified, true and complete copy of the policy or policies. The policies shall provide for not less than Ten (10) days' prior written notice to the RAILROAD of cancellation of, or any material change in, the policies.

It is understood and agreed that the foregoing insurance coverage is not intended to, and shall not, relieve the LICENSEE from or serve to limit LICENSEE'S liability under the provisions of the License Agreement.

It is further understood and agreed that, so long as this Agreement shall remain in force and the FACILITIES shall not have been removed (whichever shall be later), the RAILROAD shall have the right, from time to time, to revise the amount or form of insurance coverages provided in this paragraph as circumstances or changing economic conditions may require. The RAILROAD shall give the LICENSEE written notice of any such requested change at least Thirty (30) days' prior to the date of expiration of the then existing policy or policies, which notice constitutes an amendment to this Agreement and shall become a part hereof; and the LICENSEE agrees to, and shall, thereupon provide the RAILROAD with such revised policy or policies therefor.

All Insurance provided must be primary and shall not be reduced or limited by any insurance procured by RAILROAD.

END OF EXHIBIT.