

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 Norfolk Southern Railway, Inc., a Kentucky corporation ("NS"), that is part of a railroad transportation system (the "Railroad Area Encroachment Work").

C. In connection with the Railroad Area Encroachment Work, NS 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: _____