

TOWN OF OCEAN VIEW
DELAWARE

August 20, 2026

Background

We started to hear from IQ Fiber (information drops and Council meeting attendance) in 2025. Ken Cimino and I met with Ms. Sobczak and Mr. Wagner in February of 2026 and began efforts to understand their product and plans for buildout in Ocean View. There was back and forth that followed with a second meeting held in June where we were provided the initial agreement, and I included Russ Carter for awareness. You have in your packet two versions of the agreement. The original agreement that was presented, with track changes in red, showing the changes requested by the Town Solicitor. The final agreement is also attached; it's the agreement I'll sign if you provide your support. It incorporates all of the red line changes to the original.

Keep in mind that IQ Fiber is offering Broadband Fiber and as such it is not subject to the requirement of entering a Cable Franchise Agreement. Currently only Mediacom, which is still considered a cable tv provider; that also offers internet access, is subject to entering a Cable Franchise Agreement. Comcast has expressed interest in entering a Cable Franchise Agreement but has yet to do so, citing cost of the build out and competition within its markets for funding. Outreach to Comcast has yet to result in an update regarding its residential cable buildout into Ocean View.

Our understanding of the IQ Fiber Offering/Plan (please see attached presentation document)

IQ Fiber (formerly ThinkBig Networks) offers subscriber based High speed broadband without the requirement to sign a contract at zero cost to properties for the drop to the location. They advise there will be access to customer service 24/7. They have advised that they intend to install their fiber throughout the Town of Ocean View, with the current exception of Bear Trap Dunes (currently under a group negotiated contract with Mediacom) and any private area not adjacent Town right of way including; areas of Fairway Village, Ocean Mist, Sandalwood, and Bridle Ridge. These areas would require a separate agreement be entered.

The build out as shown in the attached presentation is estimated to cost the company \$3,576,000 with an anticipated 6 month build out timeframe. The build out includes, in summary:

- No open trench work

- 20,905 feet of street crossing with conduit via directional bore

180,184 feet of parallel right of way work (1.25 inch conduit – mix of directional and missile bore)
91,910 feet of parallel triple stack (high capacity conduit)
5 electronic cabinets (size of a small refrigerator)
619 “flowerpots” (small round or square units used for drops to homes)
5 arial pole attachments and
628 flush ground vaults (of two sizes)

Approximately 292,999 feet of conduit of varying sizes total.

If the project moves forward with an agreement in place, the Town expects the permitting fees to be approximately \$28,000.

We have advised IQ Fiber that we’ll require a pre-construction meeting with their utility install partners present and that our initial point of contact (while build out is underway in Ocean View) shall be their project coordinator who will supervise the work of the subcontracted utility installers.

Reference Contacts Made Resulted in the Following:

SDC Letter of Necessary Funds (attached)

**AGREEMENT FOR THE INSTALLATION OF A FIBER OPTIC
BROADBAND NETWORK BETWEEN THE TOWN OF OCEAN VIEW
AND IQ FIBER (OpCo DE), LLC**

This **AGREEMENT FOR INSTALLATION OF FIBER OPTIC BROADBAND NETWORK** ("Agreement") is made this _____ day of _____, 2026 ("Effective Date") by and between The Town of Ocean View, a municipality organized under the laws of the state of Delaware ("the Town" or "Customer"), whose principal office is located at 201 Central Avenue, Second Floor, Ocean View, DE 19970 and IQ Fiber (OpCo DE), LLC ("IQ" or IQ Fiber), a Delaware limited liability company with offices at 6410 Southpoint Pkwy Suite 300 in Jacksonville, Florida 32216 (the Town and IQ, collectively, "the Parties").

WHEREAS, the Town recognizes the need and understands the benefit of bringing state-of-the-art fiber optic broadband to the residents of the Town; and

WHEREAS, IQ Fiber is a Delaware limited liability company that installs and operates fiber optic broadband services in several states, and has a history of partnerships with metropolitan areas regarding installing and operating fiber optic broadband networks; and

WHEREAS, IQ Fiber has or will have the rights and authority to use and maintain fiber optic cable owned by IQ Fiber, which may be located within public and private easements and third-party rights-of-way, in the Fiber Route contemplated within this Agreement.

WHEREAS, this Agreement reflects the terms and conditions agreed upon by the Town and IQ Fiber with respect to the use of the Town's Rights-of-Way for the construction and implementation of a fiber optic broadband network; and

WHEREAS, the Parties believe this Agreement will be of material benefit to both, as well as a benefit to the residents of the Town.

NOW, THEREFORE, in consideration of mutual promises set forth herein and for other good and valuable consideration, receipt and sufficiency of which is hereby acknowledged, and intending to be legally bound hereby, the Town and IQ Fiber agree as follows:

Section 1. Definitions

- i. Acceptance Date: The date this Agreement is signed
- ii. Broadband: System relating to high-speed data transmission in which the bandwidth installed is shared by more than one simultaneous signal.
- iii. Drop: The fiber optic cable that connects the Network to a subscriber's premises.

- iv. Effective Date: The date upon which this Agreement is fully signed and executed by both Parties.
- v. Fiber Route: IQ Fiber's entire fiber optic communications system, which IQ Fiber maintains the rights to use or authority to use, whether by ownership or via third party lease or permissions.
- vi. Force Majeure: 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; tsunamis, fires; hurricanes; volcanic activity; storms; floods preventing the passage of passenger vehicles over Town roads; droughts; explosions; partial or entire failure of utilities including upstream Internet providers, or any other event that is catastrophic and beyond the ability of the parties to reasonably anticipate or control.
- vii. Governmental Authority: Includes, but is not limited to, the authority of any federal, state, or local government, or any department, agency, bureau or other administrative or regulatory body obtaining authority of any of the foregoing, including without limitation, courts, public utilities, and sewer authorities.
- viii. Network: The fiber optic network constructed by IQ Fiber.
- ix. Person: Any natural person, corporation, partnership, limited liability company, business trust joint venture, association, company, or Governmental Authority
- x. The Town: The Town of Ocean View
- xi. The Town's Public Rights-of-Way: The surface of and the area across, in, over, along, above and below the surface of the streets, roads, bridges, tunnels, lanes, paths, public ways or places, alleys, courts, sidewalks, ways, drives, circles, waterways, parkways, easements, or similar property, or other public rights-of-way now or hereafter held by the Town for the purpose of public travel and shall include other similar easements or rights-of-way, except easements and rights-of-way over private property as to which the writing creating the easement or right-of-way states a limited purpose, as shall be now held or hereafter held by the Town that shall, within their proper use and meaning, entitle IQ Fiber to the use thereof for the purposes of installing poles, wires, fiber, cable, conductors, ducts, conduits, vaults, manholes, amplifiers, appliances, attachments, maintenance, and other property as may be ordinarily necessary and pertinent to the Network.

- xii. Required Rights: All rights, licenses, permits, authorizations, franchises, rights-of-way, easements, and other approvals required by law, Governmental Authority or otherwise.
- xiii. Subscriber: A resident or business that lawfully receives broadband data, or interconnected voice over internet protocol service distributed by the Network.

Section 2. Grant of Use of Public Rights-of-Way

2.1 Grant of Authority. Subject to the terms and conditions herein, the Town hereby grants to IQ Fiber the right to own, construct, extend, install, operate, maintain, upgrade, and rebuild a fiber optic Network in the Public Rights-of-Way, including property over which The Town has now.

2.2. Term. This agreement shall be for a period of thirty years (30) years, commencing on the Effective Date and expiring on thirty years from the Effective Date, unless this agreement is terminated prior to the expiration date in accordance with the terms and conditions of this Agreement. This Agreement will automatically renew for an additional thirty (30) year term upon the expiration of each term unless otherwise terminated by the Town prior to the expiration date.

2.3 Non-Exclusivity. The rights conferred by this Agreement are non-exclusive. Nothing in this Agreement shall affect the right of the Town to confer similar rights to other parties to construct, operate, or maintain a similar network or provide similar services.

2.4 Most-Favored Terms. If IQ Fiber enters an agreement with any Delaware municipality for substantially similar access that provides more favorable financial, service, or community benefit terms, IQ shall notify the Town and, at the Town's option, amend this Agreement to incorporate such more favorable terms.

Section 3. Construction and Maintenance of Network.

3.1. Construction Commitment. IQ Fiber shall engineer, construct, install, operate, and maintain all necessary fiber and equipment for the Network and shall provide, market, and sell only broadband, data, and interconnected voice over internet protocol services within the Town. The Network will include all constructed Service Drops. The parties acknowledge that constructing Service Drops is contingent upon customer subscriptions for service with IQ Fiber, and that any Service Drops constructed will be incorporated as part of the Network. IQ Fiber will not use the fiber to offer services within the scope of the Cable Communications Policy Act of 1984 or the Cable Television Consumer Protection and Competition Act of 1992, or any other federal or State law that requires or permits a local government to franchise the use of its rights of way for the provision of cable service, as defined in 47 U.S.C. § 522(6), in exchange for the payment of fee without obtaining a cable franchise agreement from the Town and will not lease or otherwise permit its fiber to be used by any third party for such purposes without a franchise agreement with the Town.

3.2. Governmental Approvals. IQ Fiber shall obtain and comply with all Required Rights and Town permits; adhere to Town construction standards, traffic control plans, work-hour restrictions, utility coordination, and restoration specifications; pay all permit, review, and inspection fees; and reimburse the Town's reasonable third-party inspection and engineering costs. IQ Fiber shall ensure that all necessary approvals have been obtained before installing any part of the Network, including all applicable permits and licenses.

3.3. Technical Requirements of Network. The Network shall meet the following minimum technical performance requirements:

- i. Passive Optical Network ("PON") to provide up to one Gbps downstream and 1000 Mbps symmetrical service to all subscribers.
- ii. Latency <20 milliseconds to the internet exchange point in Ashburn, VA.
- iii. Backup power of at least 72 hours in case of an electric outage for all electronics, except those electronics at a subscriber's premises.
- iv. The Network shall comply with all current applicable codes, including the National Electrical Safety Code, the National Electric Code and any other applicable federal laws and regulations and the laws, ordinances, and construction standards of the State of Maryland.

3.4. Customer Service Requirements. IQ Fiber shall meet the following minimum service requirements with respect to its Subscribers:

- i. IQ Fiber will offer residential products and services with pricing comparable to or better than that offered by the terrestrial, fixed broadband networks operating in the surrounding area.
- ii. The Network shall be neutral with respect to applications, websites, type of use, and type of end-user device.
- iii. IQ Fiber will not collect or sell personal information from a customer without express written approval.
- iv. IQ Fiber will offer data services that do not limit, quota, cap, or otherwise ration a user's total upload and download data cap to an extent that limits reasonable use of broadband. So long as such uncapped services are available for purchase by Town Subscribers, IQ Fiber may offer services that do cap data capacity. IQ Fiber shall not implement application-specific throttling or paid prioritization. Any 'unlimited' plan shall not be subject to throttling below 80% of the subscribed rate absent network emergency.
- v. IQ Fiber shall contract individually with all residents directly for services provided. Residents shall be responsible for payment for services received.

3.5. Subscriber Installations. Any dwelling unit within three hundred feet (300') Drop distance from the distribution line within the Network where standard installation techniques will be sufficient (a standard drop) shall be entitled to installation at no charge other than applicable installation fees for the individual subscriber's drop. For any dwelling unit more than three hundred feet (300') Drop distance, IQ Fiber will extend

service, however, IQ Fiber may charge Subscriber IQ Fiber's actual cost of installation from its distribution line within the Network from which a usable signal can be obtained with such cost being only the incremental cost beyond three hundred feet (300') Drop distance for any installation.

3.6 Disconnection and Relocation. IQ Fiber shall, at no cost to the Town, protect, support, temporarily disconnect, relocate in the same street or other public way and place, or remove from any street or any other public way or place, any of its property as required by the Town or its designee by reason of traffic conditions, street construction, change or establishment of street grade, site distance visibility, the construction of any public improvement or structure, or any other reason related to public health, safety, and welfare. In requiring IQ Fiber to undertake any such obligation, the Town shall treat IQ Fiber the same as, and require no more of them than any similarly situated entity. IQ Fiber shall have the right to seek reimbursement under any applicable insurance or government program that offers reimbursement for such activities.

Section 4. Insurance.

4.1 Insurance Policy Required. IQ Fiber shall obtain and maintain, in full force and effect, at its sole cost and expense, during the term of this Agreement and for at least six (6) months after the expiration or termination of this Agreement, the following minimum insurance coverage with an insurance company that is authorized to conduct business in Delaware and which has an A.M. Best rating (or equivalent) no less than A-minus, indemnifying the Town from and against any and all claims for injury or damage to persons or property, both real and person, caused by the construction, installation, reconstruction, operation, maintenance, or removal of the Network by IQ Fiber or any of its contractors, subcontractors, agents or employees in the following amounts:

- i. The amount of such insurance against liability for damage to property, real or personal, shall be no less than One Million Dollars (\$1,000,000) as to any single occurrence.
- ii. The amount of such insurance against liability for injury or death to any person shall be no less than One Million Dollars (\$1,000,000).
- iii. The amount of such insurance for excess liability shall be Three Million Dollars (\$3,000,000) in umbrella form.
- iv. The amount of such insurance against all claims arising out of the operation of motor vehicles and general tort or contract liability shall be One Million Dollars (\$1,000,000) per occurrence combined single limit for bodily injury and property damage.

4.2. Additional Insureds. The Town, its officials, and its employees shall be designated as additional insureds under each of the insurance policies required in this Section.

4.3. No Cancellation Without Alternative Policy. IQ Fiber shall not cancel any required insurance policy without obtaining alternative insurance in conformance with this Section and without submitting insurance certificates to the Town verifying IQ Fiber has obtained

such alternative insurance. IQ Fiber shall provide the Town with at least thirty (30) days prior written notice in the event there is an adverse material change in coverage, or the policies are cancelled or not renewed.

4.4 Proof of Insurance. IQ Fiber shall deliver to the Town a Certificate of Insurance showing evidence of the required coverage within thirty (30) days of the Effective date of the Agreement, upon request by the Town.

Section 5. Default & Disputes.

5.1. Right to Terminate. If the Town has reason to believe that IQ Fiber has not complied with any material provision of this Agreement, it shall notify IQ Fiber 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 Town does not notify IQ Fiber of any noncompliance or violation of this Agreement, it shall not operate as a waiver of any rights of the Town hereunder or pursuant to applicable law.

5.2. Time to Cure. Notwithstanding whether the Town notifies IQ Fiber, upon the occurrence of an Event of Default, as defined below, IQ Fiber shall have fifteen (15) days from such occurrence to: (i) respond to the Town, if IQ Fiber contests the assertion of noncompliance; (ii) notify the Town, if the Town is not yet aware of such Event of Default, (iii) cure such noncompliance; and (iv) in the event that, by nature of the noncompliance, it cannot be cured within the fifteen (15) day period, inform the Town in writing how much additional time is necessary to complete the cure and provide a reasonable schedule for curing such cure, provided that the Town shall grant such additional time to cure if IQ Fiber shall have promptly commenced efforts to cure and continues to diligently pursue its efforts to cure.

5.3. Remedies. Upon the occurrence of an Event of Default, the Town may, at its sole option, seek any and all remedies available under this Agreement and at law or equity. The Town may also terminate the Agreement upon an Event of Default, after the cure period has expired and the Event of Default has not been cured in the Town's sole discretion, by providing IQ Fiber a ten (10) days written notice.

5.4 Events of Default. The following actions by IQ Fiber shall constitute a default under this Agreement (collectively, "Events of Default"):

- i. IQ Fiber enters into any transaction of merger or consolidation (unless IQ Fiber is the surviving entity), unless the surviving entity is organized and existing under the laws of the United States or any state thereof and prior to the consummation of such event the surviving entity agrees to perform all of IQ Fiber's obligations hereunder.
- ii. IQ Fiber breaches any representation or warranty contained herein or made any incorrect representation or warranty in any other document furnished to the Town in connection herewith.
- iii. IQ Fiber fails to maintain the insurance required by this Agreement.

- iv. IQ Fiber becomes insolvent or ceases to do business in the ordinary course' or makes a general assignment for the benefit of its creditors, files a voluntary petition in bankruptcy or any petition or answer seeking, consenting to, or acquiescing in reorganization, arrangement, adjustment, composition, liquidation, dissolution or similar relief; an involuntary petition in bankruptcy, other insolvency protection against a party is filed and not dismissed within sixty (60) days; or a party fails to observe and perform any material term of this Agreement and such failure continues for a period of thirty (30) days after written notice from the Town may (A) terminate this Agreement, in whole or in part, in which event such party shall have no further duties or obligations thereunder, and/or (B) pursue any remedies the party may have under this Agreement. at law or in equity.
- v. Any representation or warranty made by IQ Fiber in any documents entered into in connection with this Agreement or any information provided by IQ Fiber in connection with the transactions evidence by this Agreement is materially incomplete, incorrect or misleading as of the date made or delivered.
- vi. IQ Fiber fails to observe or perform any material obligation under this Agreement and fails to cure such default within the time provided under this Agreement.

Section 6. General Provisions.

6.1 Entire Agreement. This written instrument, including any Appendix or Exhibits hereto, contains the entire agreement between the parties, supersedes all prior agreements or proposals whether written or oral except as specifically incorporated herein, and cannot be changed without written amendment approved by both the Town and IQ Fiber.

6.2. Captions and Headings. All captions and headings of each section and paragraph in this Agreement are intended solely to facilitate reading and reference to the sections and provisions of this Agreement. Such captions shall not affect the meaning or interpretation of the Agreement.

6.3. Force Majeure. If for any reason of force majeure either party is unable in whole or in part to carry out its obligations hereunder, said party shall not be deemed in violation of this Agreement during the bona fide continuance of such inability. Force Majeure excludes failures of subcontractors, suppliers, or upstream providers. The affected party must: (i) notify within 5 days; (ii) use diligent efforts to mitigate and implement workarounds; (iii) resume promptly. If a Force Majeure persists >30 days affecting material obligations, the Town may terminate for convenience without penalty.

6.4. Assignment & Transfer.

- i. Neither IQ Fiber nor any Affiliated Entity shall transfer, assign, or otherwise encumber, through its own action or by operation of law, its right, title, or

interest in the Network or in this Agreement without first delivering to the Town such entity's effective assumption and agreement to perform all IQ Fiber's obligations hereunder.

- ii. No such notification shall be required for (i) a transfer in trust, by mortgage, hypothecation, or by assignment to a financial institution of any rights, title, or interest of IQ Fiber in this Agreement or in the Network to secure indebtedness; or (ii) a transfer or assignment to an entity owned and/or controlled by IQ Fiber.

6.5. Governing Law. This Agreement shall be governed and construed by and in accordance with the laws of the State of Delaware without regard to conflicts of laws principles.

6.6 Change of Law. In the event there is a change in a federal or state statute or regulation applicable to the Network or this Agreement, the Town or IQ Fiber may notify the other party of its desire to amend this Agreement in order to comply with the change in statute or regulation. The Town and IQ Fiber shall amend this Agreement to comply with such change in statute or regulation with consent from both parties.

6.7 Compliance with All Laws. IQ Fiber shall comply with all federal, state, and generally applicable local laws and regulations regarding the provision of services contemplated in this Agreement. IQ Fiber shall be responsible for ensuring that the Facilities do not interfere with the rights of any existing utility or service providers, as of the date of execution of this Agreement, up to where the wiring enters a unit (i.e., ONT's) and shall indemnify and hold harmless the Town in the event of any such claim. IQ Fiber shall be responsible for any third-party property damage.

~~**6.8 Waiver of Jury.** The parties waive any right to a jury trial in any litigation that may arise to enforce the terms of this Agreement.~~

~~**6.9 Venue.** Any action shall be brought exclusively in the state courts of Delaware, in Sussex County, or the U.S. District Court for the District of Delaware, and the parties consent to such jurisdiction and venue. If suit is brought by a party to this Agreement, the parties agree that trial of such action shall be vested exclusively in the state courts of Maryland, in and for Calvert County.~~

6.10 Nondiscrimination. As a condition of entering into this Agreement, IQ Fiber may not discriminate on the basis of race, color, religion, ancestry, national origin, sex, age, marital status, sexual orientation, sexual identity, genetic information or an individual's refusal to submit to a genetic test or make available the results of a genetic test or on the basis of disability, or other unlawful forms of discrimination in the solicitation, selection, hiring, or commercial treatment of subcontractors, vendors, suppliers, or commercial customers, nor shall IQ Fiber retaliate against any person for reporting instances of such discrimination. IQ Fiber shall provide equal opportunity for subcontractors, vendors, and suppliers to participate in all of its public sector and private sector subcontracting and supply opportunities, provided that this clause does not prohibit or limit lawful efforts to

remedy the effects of marketplace discrimination that have occurred or are occurring in the marketplace. IQ Fiber understands that a material violation of this clause shall be considered a material breach of this Agreement. This clause is not enforceable by or for the benefit of, and creates no obligation to, any third party.

6.11. Severability. If any section, provision, or clause of this Agreement is held by a court of competent jurisdiction to be illegal, invalid, or unenforceable, or is pre-empted by federal or state laws or regulations, such section, provision, or clause shall be deemed to be severable from the remaining portions of this Agreement and shall not affect the legality, validity, or enforceability of the remaining portions of this Agreement. In addition, Sections 6 (~~Insurance~~General Provisions) and 8-4 (~~General Provisions~~Insurance) shall survive the expiration or termination of this Agreement.

6.12. Representations & Warranties. IQ Fiber represents and warrants that it is duly organized and validly existing and in good standing under the laws of the jurisdiction of its organization, duly qualified to do business in each jurisdiction it is located or operates, and has full limited liability company power and authority to enter into and perform its obligations under this Agreement, and that the execution, delivery and performance by IQ Fiber of this Agreement have been duly authorized by all necessary limited liability company action on the part of IQ Fiber.

6.13. Third Party Beneficiaries. Nothing in this Agreement is or was intended to confer third-party beneficiary status on any person other than the parties to this Agreement to enforce the terms of this Agreement.

6.14. Appropriations. It is not anticipated that the Town will be making any appropriations out of its budget for the performance under this Agreement. Notwithstanding the foregoing, the Town will cooperate with IQ Fiber and provide any necessary consents or information to the extent necessary to secure grant or other funding for the installation of fiber optic broadband networks contemplated under this Agreement.

6.15. Individual Liability. IQ Fiber agrees that no elected or public official of the Town shall be held individually liable under this Agreement.

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

To the Town:

The Town of Ocean View
Attn: Town Manager
The Town of Ocean View
201 Central Avenue
Second Floor
Ocean View, DE 19970

To IQ Fiber:

IQ Fiber
Attn: Ted Schremp, CEO
6410 Southpoint Parkway
Suite 300
Jacksonville, FL 32216
Email: ted.schremp@iqfiber.com

or at such other address as the party to whom notice is to be given may have furnished to the other party in writing in accordance herewith.

6.17. Counterparts. This Agreement may be signed in multiple counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument; and in pleading or proving any provision of this Agreement, it shall not be necessary to produce more than one complete set of such counterparts.

6.18. Publicity. Neither party shall have the right to use the other party's or its Affiliates' trademarks, service marks or trade names or to otherwise refer to the other party in any marketing, promotional or advertising materials or activities. Neither party shall issue any publication nor press release relating to any contractual relationship between IQ Fiber and the Town, except as may be required by law or agreed between the parties.

6.19. Relationship of Parties. The relationship between the Town and IQ Fiber shall not be that of partners, agents, or joint ventures for one another, and nothing contained in this Agreement shall be deemed to constitute a partnership or agency agreement between them for any purposes, including but not limited to federal income tax purposes.

6.20. Construction. The language in all parts of this Agreement shall be construed simply, as a whole and in accordance with its fair meaning and not strictly for or against either party. The parties hereto acknowledge and agree that this Agreement has been negotiated by the parties and has been the subject of arm's length and careful negotiation over a considerable period, that each party has been given the opportunity to independently review this Agreement with legal counsel, and that each party has the requisite experience and sophistication to understand, interpret and agree to the language of the provisions hereof. Accordingly, in the event of an ambiguity in or dispute regarding the interpretation of this Agreement, this Agreement shall not be interpreted or construed against the party preparing the Agreement.

6.21. Indemnification. Each party shall indemnify the other from claims by third parties arising from damage to tangible property, personal injury, or death caused by such party's negligence or willful misconduct. Such indemnification shall include, without limitation, awards, settlements, and all costs and expenses associated with the claim (including legal fees and court costs). With respect to the Town, this provision shall not be construed to expand any liability or restrict any right it might have under the Local Government Tort Claims Act. To the maximum extent permitted by Delaware law, the Town shall have no

indemnity obligations except for claims finally determined to have arisen from the Town's willful misconduct.

IQ Fiber shall indemnify, defend, and hold harmless the Town from any and all liability, including physical injury, to their property, its directors, officers, members, agents, and employees, or the public that may occur at any time through the negligence, wrongful act or omission of IQ Fiber, its agents or subcontractors in connection with the installation and provision of services under this Agreement.

[SIGNATURE PAGE FOLLOWS.]

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

THE TOWN OF OCEAN VIEW

By: _____

Date: _____

ATTEST:

Approved for Legal Sufficiency this ____ day of _____, 2026.

IQ FIBER (OpCo DE), LLC

By: _____
Ted Schremp, CEO

Date: _____