

## BULK INTERNET SERVICE AGREEMENT

This Bulk Service Agreement "Agreement" provides the terms under which Central Telecom Services, LLC dba CentraCom Interactive CTS ("CentraCom") will provide high speed Internet access to Sevier County Sheriff's Office ("you" or "Owner"), the owner of one or more multiple occupant buildings identified on Exhibit A ("Premises"). c/o JASON HARVEY

A. CentraCom operates a broadband cable television system ("System") and provides various broadband services over its System, including, but not limited to, video/cable television services ("Cable Television Service"); high speed Internet access service ("High Speed Internet Service"); and/or other services and applications that CentraCom may lawfully provide now or in the future;

B. Owner desires to purchase certain Services on a bulk basis and redistribute said Services to the units and/or residents or occupants of the Premises ("Resident"), in accordance with the terms and conditions of this Agreement; and

C. CentraCom is willing to install, maintain, and operate a portion of its System on the Premises to provide Services in accordance with the terms hereinafter provided, and CentraCom will make a substantial investment in order to provide these Services.

The parties, intending to be legally bound, agree as follows:

1 **Provision of Services.** CentraCom agrees to provide and Owner agrees to purchase the Services and lease the equipment ("Bulk Equipment") at the rates listed in Exhibit B.

2 **Term.** The term of this Agreement ("Term") shall begin as of the Effective Date and shall continue for two years. Owner understands that if Owner disconnects or downgrades the Services for any reason, other than may be authorized under the Termination provisions herein, during this Term, Owner shall remain liable for payment of the totals that would have otherwise become due during the remainder of the Term.

3 **Payment.** The charges for one month of Services and Equipment lease charges, including any deposits and installation and Equipment charges are due upon installation of the Services. Thereafter, Owner agrees to pay monthly Service and Equipment lease charges in advance by the date indicated on Owner's billing statement, including all related taxes, franchise fees and other government assessments.

4 **Limitation of Liability.** In addition to limits of liability in the Bulk Service Terms of Service delivered to Owner simultaneously herewith, CentraCom shall not be liable to Owner or any third party for indirect, special, incidental, consequential, punitive or exemplary damages arising out of or in connection with the Service or any acts or omission associated therewith, including any acts or omissions by subcontractors of CentraCom, or relating to any Service furnished, whether such claim is based on breach of warranty, contract, tort or any other legal theory and regardless of the causes of such loss or damages or whether any other remedy provided herein fails.

5 **Owner Exclusive Remedy (Arbitration).** CentraCom's entire liability and Owner's exclusive remedy with respect to the Services and/or Equipment or the breach by CentraCom of any of CentraCom's obligations under this Agreement shall be Owner's ability to terminate the Services or to obtain the replacement or repair of any defective Equipment. In no event shall CentraCom's liability for any damages, claims, causes of action, costs or expenses arising out of this Agreement exceed the amount paid by Owner during the preceding thirty (30) day period. Unless provided otherwise by applicable law, Owner and CentraCom agree that any claim, dispute or controversy arising out of or relating to: (a) this Agreement, including any of its components; (b) the Services or Equipment; or (c) any oral or written statements, advertisements or promotions relating to this Agreement or to the Services or Equipment (collectively, "Claim") shall be resolved through arbitration in accordance with the procedure contained in the Bulk Service Terms of Service.

6 **Grant of Easement.** Owner shall grant an easement upon and across the Property for the purpose of installing, operating, monitoring, maintaining, repairing, replacing, disconnecting and removing a cable television system (hereinafter "Easement"). Such Easement shall include such right of ingress and egress throughout the Property as may reasonable be required for the purposes herein stated, provided, however, for each of the properties listed in Exhibit A to this Agreement, said Easement shall be substantially in the form and substance of Exhibit C of this Agreement. The Owner agrees that the Company may properly record such Easement(s).

7 **Authority.** Owner hereby represents that the individual executing this Agreement has actual authority to enter into this Agreement and bind Owner to all of the obligations herein.

8 **Governing Law.** The Agreement and all matters or claims arising out of or related to this Agreement, the Services and/or Equipment shall be governed by the laws of the State of Utah, without regard to conflict of law provisions. Owner expressly agrees that the state and federal courts of Utah alone have jurisdiction over all disputes arising under this Agreement other than those which are subject to the arbitration provision of this Agreement, and Owner consents to personal jurisdiction of those courts.

31. **Quiet Enjoyment.** Owner hereby covenants and agrees that it will not use, nor will it permit its remaining property to be used, in any manner that could interfere with CentraCom's intended uses of Premises under the terms of this Agreement. CentraCom, upon performance of all material terms of this Agreement, shall at all times during the Agreement, and during any extension or renewal thereof, peaceably and quietly install, maintain and operate its System and Facilities on the Premises without any disturbance from the Owner, or from any other person claiming through the Owner, except as may be set forth in this Agreement.

32. **Governing Law.** The Agreement and all matters or claims arising out of or related to this Agreement, the Services and/or Equipment shall be governed by the laws of the State of Utah, without regard to conflict of law provisions. Customer expressly agrees that the state and federal courts of Utah alone have jurisdiction over all disputes arising under this Agreement, and the Customer consents to personal jurisdiction of those courts.

33. **Breach of Warranty.** It is agreed that if warranty made by Owner in paragraph number 27 above is breached and it is found that Owner does not have the legal right or authority to enter into this Agreement, CentraCom may obtain damages from the Owner, including, but not limited to, CentraCom's administrative, construction and attorneys' fees.

34. **Survival.** The termination or expiration of this Agreement will not impair either party's then accrued rights, obligations or remedies, including but not limited to dispute resolution provisions pursuant to paragraph number 24 above. Following termination or expiration of this agreement, CentraCom shall have the right to market and provide any of the Services to Residents directly and individually.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed by their duly authorized representatives or officers on this the 5<sup>th</sup> day of November, 2010.

Central Telcom Services, LLC  
dba CentraCom Interactive CTS

OWNER

By: Eddie L. Cox

By: \_\_\_\_\_

Name: Eddie L. Cox

Name: Jason Harvey

Title: President & GENERAL MANAGER

EXHIBIT "A"

Property

Description of Property

Complex Name: Sevier County Sheriff's Office

Address: 835 East 300 North Billing Address

City/State/Zip: Richfield UT 84701 Phone: 435-979-0773

The complex consists of \_\_\_\_\_ apartments \_\_\_\_\_ condominiums

ATT JASON HOREVEY

\_\_\_\_\_ hotels/motels \_\_\_\_\_ mobile homes

FAX 435-896-6081

X rooms/other

**Detailed Listing of Property Addresses:**

Building Name/Address

Individual Unit Description  
(List each unit separately)

835 EAST 300 North 1 modem

795 EAST 300 North 1 modem.

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

EXHIBIT "C"

**Grant of Easement**

FOR VALUE RECEIVED, the undersigned Owner hereby grants to Central Telcom Services ("Company"), its successors and assigns, an easement and right-of-way over, across, along and under the real property described in Exhibit A to the Agreement between the parties, and situated in the City of Richfield, State of Utah the description being:

Subdivision: \_\_\_\_\_ Block \_\_\_\_\_ Lot \_\_\_\_\_

Street Address: 835 E 300 N.  
795 E 300 N. Richfield Utah 84701

Company shall have the right to install, construct, reconstruct, repair, replace, operate, maintain and remove one or more underground cables, pedestals and related equipment upon and under the easement to serve its subscribers. Company shall have the further right to enter upon the adjacent lands of the undersigned for access to the right-of-way and for all purposes in connection therewith, provided, however, that the Company shall not cause any damage to such adjacent lands in the exercise of such access right; and provide, further, however, that the Company shall restore the surface of the right-of-way to substantially its original condition upon completion of initial installation of such equipment.

The undersigned Owner shall have the right to utilize the surface of the easement and right-of-way granted hereby for any lawful purpose which does not interfere with the use of the easement and right-of-way by Company. Should the undersigned install any modifications, i.e., structures, shrubbery or landscaping over the easement and right-of-way Company will endeavor to preserve those modifications during the operations, maintenance or removal of Company's facilities.

The undersigned Owner represents and warrants that it is the Owner of the above-described real property and has the right to grant this easement. This easement shall inure to the benefit of and be binding upon the respective heirs, personal representatives, successors and assigns of the parties shall remain in full force and effect so long as the right-of-way shall be utilized for the purposes for which this easement is granted.

DATED this 5 day of November, 20 10.

Jason Barney  
Owner

ACCEPTED:

Central Telcom Services, LLC.

By: Eddie L. Cox  
Eddie L. Cox