

RIGHT OF ENTRY AGREEMENT

THIS RIGHT OF ENTRY AGREEMENT (the "Agreement"), is by and between the ETS Telco Client (hereinafter the "Client"), whose address is included on their individual account information and ETS Telco Idaho, by itself and on behalf of its affiliates (collectively, the "Operator").

1. Client represents and warrants that Client: (a) is the fee simple owner of the land, improvements, and building which constitute the Property (defined below) and has full power and authority to grant to Operator the rights set forth in this Agreement; or (b) through written agreement with the fee simple owner of the Property, has the full power and authority to grant to Operator the rights set forth in this Agreement.
2. In consideration of the mutual benefits and obligations set forth herein, Client grants to Operator and Operator's employees, agents, and contractors a non-exclusive right of entry for ingress and egress to the property and building associated with their account with the Operator, (the "Property") for the purpose of installing, operating, repairing, replacing, removing, and maintaining all necessary equipment, including, without limitation, lines, wires, poles, conduits, pipes, converters, amplifiers, splitters, lock boxes and facilities (collectively, the "System") in order to sell, market, and provide Operator's data, Internet, telecommunication and any other services (collectively, "Services") to occupants of the Property (collectively, "Occupants"). The rights granted hereunder shall be deemed to include a right for Operator to have access, and a right to use, all risers in the building, house wiring, utility easements, underground conduit, ducts, building entrance facilities, building utility entrance facilities, utility closets in the building, whether in common areas or in an Occupant's premises (with Occupants' approval), rights-of-way, private roads and other areas on the Property as reasonably required for the purpose set forth above.
3. The term of this Agreement commences on the on the date of acknowledgment of this agreement and shall remain in full force and effect until the Operator ceases to provide Services to Occupant(s) at the Property (the "Term") for any reason. Terms of this agreement are not transferable to other parties without express permission of the Operator.
4. Occupants, if they desire to receive Services, shall be charged and billed individually for such Services by Operator. Operator shall be responsible for any and all material damages directly caused to the Property by Operator's installation, operation, maintenance and removal of the System.
5. Ownership of all parts of the System shall be and remain the personal property of the Operator. No entity or person, other than Operator, may use any part of the System. Client shall not, and Client shall not authorize any third party to, tamper with, make alterations to, or remove any components of the System. The System is not, and shall not be deemed to be, affixed to or a fixture of the Property. Operator shall install, operate and maintain the System on the Property at its own expense and in accordance with all applicable laws. If Client requests, Operator shall submit for advanced approval the drawings and/or plans for the installation of the System, and such approval shall not be unreasonably withheld, conditioned, or delayed by Client.

6. Operator agrees to maintain Commercial General Liability Insurance, with combined single limit per occurrence for bodily injury, sickness or death, and property damage.
7. OPERATOR MAKES NO REPRESENTATIONS OR WARRANTIES--EXPRESS OR IMPLIED-- REGARDING THE SYSTEM OR THE SERVICES, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AND ALL SUCH WARRANTIES ARE HEREBY DISCLAIMED.
8. Client reserves the right to grant other easements on or rights of access to the Property, but will not allow such other grants to interfere with the rights conveyed in this Agreement.