

## FIBER OPTIC CABLE LICENSE AND NETWORK OPERATION AGREEMENT

THIS FIBER OPTIC CABLE LICENSE AND NETWORK OPERATION AGREEMENT ("Agreement") is entered into effective, this 24 day of February, 2021 ("Effective Date"), by and between Providence City, a municipal corporation of the State of Utah, with its principal offices located at 164 North Gateway Drive, Providence, UT 84332 (the "City") and Uintah Basin Electronic Telecommunications, L.L.C. dba STRATA Networks, a Utah limited liability company with its principal offices located at 211 East 200 North, Roosevelt, Utah 84066 ("STRATA" or "Licensee").

### RECITALS

WHEREAS, Contractor submitted an Unsolicited Proposal to the City on or about August 21, 2020 (the "Unsolicited Proposal") proposing a public-private partnership for the design, construction, and operation of an open fiber optic communications network for use by retail service providers to provide retail broadband service to the businesses and residents of the City.

WHEREAS, the City has determined that to facilitate provision of high capacity broadband and additional services to residents and businesses currently located within the City boundaries, the City desires to construct and deploy a new fiber optic cable network throughout the City to be known as the City Fiber Optic Network ("CFON") shown on Exhibit A hereto.

WHEREAS, the City desires to structure the CFON in a manner that enables the provision of high capacity broadband and other services and capabilities.

WHEREAS, the City previously has entered into an agreement with STRATA or another qualified private-sector entity to design and construct the CFON to permit Retail Service Providers, including STRATA, to offer gigabit broadband Internet access service and other services, such as voice and video service, to residents, businesses and government offices in the City (the "Services"), pursuant to a separate Retail Services Provider Agreement to be executed by the City and each Retail Services Provider.

WHEREAS, consistent with Utah Code Section 63G-6a-101, et. seq., Utah Code Section 63G-6a-802, and Utah Administrative Code R33, the City has identified and selected STRATA as the best candidate to operate the CFON, and to that end has negotiated this Agreement with STRATA.

WHEREAS, to effect the purposes set forth above, the City desires to grant STRATA access to the CFON to light, operate, manage, monitor, maintain, and repair the fiber optic cable and associated equipment comprising the CFON.

WHEREAS, STRATA agrees to operate, manage, monitor, maintain, and repair the CFON and to offer Services as further set forth in, and subject to the provisions of, this Agreement.

NOW, THEREFORE, in consideration of the mutual promises set forth below, and for other good and valuable consideration, the adequacy and receipt of which are hereby acknowledged, the City and STRATA agree as follows:

1. **Definitions** – In this Agreement, the following terms shall have the following meanings:
  - a. "**Acceptance Date**" means the date on which STRATA accepts the CFON from the City and becomes responsible for operating, managing, monitoring, maintaining, and repairing the CFON.
  - b. "**Agreement**" means this Agreement, any and all Exhibits and Attachments thereto, and any addenda or written amendments to which the Parties may agree from time to time.

**FIBER OPTIC CABLE LICENSE AND NETWORK OPERATION AGREEMENT**

**UINTAH BASIN ELECTRONIC TELECOMMUNICATIONS, L.L.C. dba STRATA Networks ("STRATA")  
AND**

**PROVIDENCE CITY CORPORATION ("City")**