

Fiber Lookup

This MASTER SERVICE AGREEMENT (“Agreement”) governs the provision of residential High Speed Internet Service (“Service”) by Taunton Municipal Lighting Plant (“TMLP or Provider”) to the Customer. This Agreement and the Supplemental Terms and Conditions also shall govern the provision of voice over Internet protocol (“VOIP”) Service when selected by the Customer.

1. Internet Service Description and Limitations on Use. TMLP will provide highspeed Internet service at the selected speed to its residential customers as offered on www.TMLP.net. The Service includes installation and the leasing of equipment. TMLP does not guarantee any specific level of availability or performance of the Internet and TMLP shall not be deemed to be in default of this Agreement if Service is interrupted or unavailable. Service shall be used only for residential purposes. Any business use, including home-based business use, is prohibited. If TMLP determines that Service is being used for non-residential purposes, TMLP, at its option, may (a) terminate Service and the Customer shall be responsible for all applicable fees and charges for the remainder of the Term or (b) switch Customer to a business service and the Customer shall be subject to all recurring and non-recurring fees and charges and terms and conditions associated with such business service.

2. Binding Agreement and Term. By clicking on the box agreeing to these Terms and Conditions and submitting a service application, the Customer agrees to be legally bound by this Service Agreement. This Agreement shall become effective on the date of submission of the service application and shall remain in effect through the Service Term. The service term shall commence upon activation of Service and shall remain in effect for two (2) years from date of activation of Service (“Service Term”).

3. Additional Terms. Customer shall be subject to TMLP’s Terms of Use and Acceptable Use Policies (“AUP”) posted on TMLP’s website at www.TMLP.net. TMLP reserves the right to update, revise or amend Terms of Use or AUP from time to time. Use of TMLP’s Services after changes to the Terms of Use are posted on the website shall be deemed to constitute acceptance by the Customer and its users of such new, revised, or additional terms. The Customer, on its behalf and its authorized users, also agrees to abide by any AUP, as may be amended or updated from time to time, of TMLP’s providers to the extent TMLP provides a copy of or a valid link to such AUP on its website at www.TMLP.net.

4. Charges. TMLP may require the Customer to pay a refundable deposit prior to commencing installation work in order to activate the Service. TMLP may change the prices or charges at any time by providing notice to the Customer. The Customer shall have the right to cancel the Service prior to the effective date of the price change without liability. Customer’s use of the Service after the price change shall constitute acceptance of the new price and the Customer shall be responsible for all charges for the remainder of the Term. All charges are exclusive of, and Customer shall be responsible for and agrees to pay, any and all applicable taxes. Customer shall pay each invoice within thirty (30) days of the date of the invoice (the “Due Date”), without setoff or deduction. In the event Customer fails to make any payment by the Due Date, Customer shall pay a late charge at the rate of one and one-half percent (1.5%) per month, compounded monthly (or, if lower, the maximum rate allowed by law). Customer may in good faith dispute such charges provided Customer notifies TMLP of such dispute in writing no later than ninety (90) days after the date of the invoice. Failure of Customer to so notify TMLP of any dispute shall constitute a waiver by Customer of any dispute.

5. Cancellation Fees and Early Termination Charge. The Customer shall be responsible for the payment of a \$500 cancellation fee if the Customer terminates the Agreement prior to the commencement of work to install service. The Customer shall pay TMLP a termination charge equal to the sum of: (i) all unpaid non-recurring and monthly charges and other unpaid amounts for the

Service provided through the effective date of termination, and (ii) one hundred percent (100%) of the remaining monthly charges through the end of the Term if the Customer terminates the Agreement or any Service prior to the expiration of the service term after installation work has begun, fails to pay charges when due or violates TMLP's Terms of Use or AUP. The Parties agree that the cancellation fees and early termination charges are a good faith estimate of TMLP's actual damages and are not a penalty. Any such cancellation fees or early termination charges shall be due and payable immediately upon receipt of an invoice therefor. TMLP will post the general location and anticipated timeframe for installation activities on its website but TMLP's failure to provide notice of upcoming installation work shall not relieve the Customer for the payment of early termination charges if the Agreement is terminated after work has begun.

6. Limitations on Liability and Damages; Exclusions of Representations and Warranties. TMLP does not warrant that the Service will be free from interruptions or defects. EXCEPT AS PROVIDED BY TMLP IN WRITING, TMLP MAKES NO REPRESENTATIONS AND WARRANTIES, EITHER EXPRESS, IMPLIED OR STATUTORY, AND TMLP HEREBY EXPRESSLY EXCLUDES AND DISCLAIMS ALL OTHER WARRANTIES, INCLUDING, WITHOUT LIMITATION, (i) NON-INFRINGEMENT, (ii) IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE AND (iii) PERFORMANCE OR INTEROPERABILITY OF THE SERVICE WITH ANY CUSTOMER OR END-USER EQUIPMENT.

TMLP SHALL NOT BE LIABLE FOR ANY INJURIES OR DAMAGES ARISING FROM CUSTOMER'S USE OF THE SERVICE, AND TO THE EXTENT SUCH LIABILITY CANNOT BE DISCLAIMED, TMLP SHALL BE LIABLE ONLY TO THE EXTENT SUCH INJURIES AND DAMAGES ARE CAUSED SOLELY BY TMLP'S OWN GROSS NEGLIGENCE OR WILLFUL MISCONDUCT. NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR ANY INDIRECT, CONSEQUENTIAL, SPECIAL, EXEMPLARY, INCIDENTAL, OR PUNITIVE DAMAGES, INCLUDING WITHOUT LIMITATION LOSS OF USE OF DATA, ARISING IN CONNECTION WITH THIS AGREEMENT EVEN IF THE PARTY KNEW OR SHOULD HAVE KNOWN OF THE POSSIBILITY OF SUCH DAMAGES.

7. Governing Law. This Agreement shall be governed by the laws of the Commonwealth of Massachusetts without regard to its choice of law principles. The sole and exclusive forum for judicial determination of any dispute arising out of or relating to this Agreement shall be in a court of competent jurisdiction in the Commonwealth of Massachusetts, and the parties hereby irrevocably consent to such jurisdiction.

VOIP SERVICE TERMS AND CONDITIONS

These Supplemental Terms and Conditions govern the provision of voice over Internet protocol ("VoIP") service and any associated devices, equipment or materials licensed or leased to Customer (collectively, "Service") at the Customer's premises. These Supplemental Terms and Conditions are made part of the Service Agreement for the provision of Internet services executed by the Taunton Municipal Lighting Plant ("TMLP") and the Customer and the Service Order for the Service, as provided in paragraph 1.

1. Service and Service Orders. The Service will be provided upon the execution of a Service Order, which will include a description of the Service, the Service Term (if applicable), security deposits, pricing, charges and fees, and any special payment obligations with respect to such Service. All Service Orders and Service requests by Customer shall be subject to TMLP's written approval. Purchase orders issued by Customer shall not be deemed to amend, modify or

supplement these Supplemental Terms and Conditions, the Agreement for Internet Services, or any Service Order issued hereunder and shall not be legally binding on TMLP. Customer acknowledges and understands that the Service is not a telephone and may be subject to different regulatory requirements than telephone services. It is the Customer's sole responsibility to determine whether Service is satisfactory. Note: Unlimited allows Per line Per Month- 1000 In-bound Minutes, 750 Local out-Bound Minutes & 400 Long Distance Minutes. Minutes used beyond this will be considered excessive use and deemed abusive.

2. **Service Provider.** Customer acknowledges and understands that **Alianza, Inc.** is the VoIP Service provider ("Service Provider"). TMLP is the service provider for Internet, as well as storage and colocation services, where applicable.

3. **Billing and Payment.** Charges for the Service will be included on TMLP's invoices. Customer shall remit payment to TMLP for all services on the invoice in accordance with the terms and conditions set forth in the Service Agreement for Internet service and/or Service Order.

4. **Service Limitations.** Continuous and error-free service is not guaranteed. Service may, be interrupted for equipment, network, or facility upgrades or modifications and/or other service interruptions or outages, whether due to planned or unplanned maintenance activities or Acts of God. Customer acknowledges and understands that Service is dependent on a fully functional broadband connection, adequate power, and correct configuration of the IP phone, IP office, Terminal Adapter ("TA") or other device used to convert the voice signal to an Internet Protocol ("IP") signal. Customer acknowledges and understands that the Service, including E-911 emergency dialing and services, will not function in the event of termination or interruption in Customer's electric service or broadband connection to the Internet. A disruption in electric or Internet service may require the Customer to reset or reconfigure equipment prior to utilizing the Service. Electric power and/or Internet service outages also will prevent dialing to emergency service numbers. By signing this agreement and/or accepting the Service, Customer waives any claims for loss or damages due to interference or disruption of the Service. Customers may wish to maintain a backup telephone service.

5. **Equipment Compatibility.** Customer acknowledges and understands that the Service may not be compatible with all non-voice communications equipment, including but not limited to home security systems, home security systems set up to make automatic phone calls, medical monitoring equipment, fax machines, satellite television systems and computer modems.

6. **Residential Customers.** For residential Service subscribers, the Service is provided solely for personal, residential, non-business and non-professional use. Customer may not resell the Service or use the Service for any commercial or business purposes, including home office,

sales, telemarketing or any other activity that would be inconsistent with normal residential usage patterns. Any use of the Service for commercial purposes may result in suspension or termination of the Service or the imposition of rates and charges applicable to commercial Service.

7. **Prohibitions on Resales, Solicitations, Auto-Dialing and Other Excessive Uses.** All Customers are prohibited from reselling the Service or using the Service for auto-dialing, including charitable or political solicitations or polling, continuous or extensive call forwarding, fax broadcast, and fax blasting. The Customer shall not use the Service for any unlawful purposes. TMLP reserves the right to terminate, suspend or modify the Service, without prior notice, if TMLP determines, in its sole discretion, that the Service is being used in violation of this paragraph.

8. **Unlawful and/or Unacceptable Use of Service.** The Customer shall not use the Service for any unlawful purpose and agrees to abide by TMLP's or the Service Provider's acceptable use policies ("AUP") or additional Terms of Use posted on TMLP's or the Service Provider's website applicable to the Service or communications services, as may be amended from time to time. Customer shall not transmit or receive any communications or material of any kind in violation of any federal, state, local or international laws. The Customer shall be liable for any and all claims that may arise out of the content transmitted the Customer or its user. TMLP reserves the right to terminate or suspend Service without prior notice if TMLP, in its sole discretion, determines that the Service has been used for unlawful purposes or in violation of additional Terms of Use or AUP's, as provided herein. Customer acknowledges and understands that Customer communications and information may be provided to law enforcement authorities. In the event of a violation, Customer shall be responsible for all fees and charges for the remainder of the Service term. Customer also agrees to indemnify and hold harmless TMLP and Service Provider against any and all liability for any such unlawful or unacceptable use.

9. **Use of Service Outside of the United States.** The Service may be used within the United States to contact persons in other countries; however, the Service is not offered or supported for use outside of the United States. If the Customer or any user removes the equipment and uses or attempts to use the Service outside of the United States, such use shall be at Customer's sole own sole risk. The Customer shall be liable for any and all such use of the Service by the Customer and authorized or permitted users and Customer agrees to indemnify and hold harmless TMLP and Service Provider against any and all liability arising from the use of the Service outside of the United States, including any violation of export control laws or regulations. Service also may be suspended or terminated without prior notice.

10. **Copyright/Trademark/Unauthorized Usage of Device, Firmware or Software.** The Service and any firmware or software used to provide the Service or embedded in any equipment or device are protected by trademark, copyright or other intellectual property laws and

international treaties. All firmware, software, websites, corporate names, service marks, trademarks, trade names, logos and domain names or other marks of TMLP or Service Provider are and shall remain their exclusive property. This Agreement does not grant any right or license to use any of TMLP's or Service Provider's marks and Customer shall not transfer, modify, reverse engineer any software or firmware and such software and firmware shall be used in accordance with the terms and conditions herein and solely for the purpose of the Service.

11. **Tampering with the Service or Devices.** Customer shall not change the electronic serial number or equipment identifier or perform a factory reset of any device issued by TMLP for the use of the Service, without TMLP's express permission, which may be withheld by TMLP in its sole discretion. Customer shall not tamper with, hack or disrupt the Service or to make any use of the Service that is inconsistent with its intended purpose. Customer acknowledges and understands that any tampering with the Services or devices or any attempt to do so may result in suspension or termination of the Service.
12. **Equipment Responsibility.** Customer is responsible for the protection of equipment and devices issued by TMLP for the Service. Customer shall contact TMLP immediately if any such equipment or devices have been stolen or fraudulently or illegally used. Customer shall bear the risk of loss of, theft of, casualty to or damage to the equipment or device, from the time of shipment, if applicable, until the time of return and may be subject to additional charges for replacements or repairs. Customer shall return all equipment and devices issued by TMLP within 3 days of termination of Service.
13. **Passwords and Security.** The Customer may be asked to create a password in order to gain access to account information. It is the Customer's responsibility to protect all passwords and account information. The Customer shall notify TMLP immediately if any breach of security is suspected, such as loss or unauthorized disclosure or use of the Customer's password and/or account.
14. **EMERGENCY 911 (E-911) SERVICES – IMPORTANT INFORMATION REGARDING 911 DIALING.** The Customer acknowledges and understands that the Service does not support 911 emergency dialing or other emergency functions in the same way that traditional wire-line 911 services operate. The Service consists only of routing 911 calls to an E-911 service bureau to route to the correct Public Safety Answering Point ("PSAP") in the physical location currently registered as the Customer's or user's address. The Customer must register the physical location of the device and report any changes and that location must be within the geographic serving area of the PSAP. Customer acknowledges and understands that any enhanced location information passed to an emergency operator will be based upon the physical location provided by the Customer and/or user. In addition, in some instances, the physical location of the caller may not be automatically delivered to the PSAP with the 911 call. The PSAP or local emergency dispatcher receiving a 911 emergency call may not be able to capture

and/or retain automatic number or location information. Accordingly, the caller may be required to immediately inform the dispatcher of the location of the emergency and are cautioned against prematurely disconnecting the line. Customer also acknowledges and understands that the Service limitations, as set forth in paragraph 4, apply to 911 emergency dialing. The limitations include, but are not limited to the following:

1. E-911 will not function in the absence of electrical power;
2. E-911 will not function if there is an interruption of Internet service;
3. E-911 is not set up to function with “out-dialing” systems including home security systems, medical monitoring equipment, and TTY equipment;
4. E-911 will not function if the user’s devices are not configured correctly;
5. 911 may not function properly if the user’s address is not accurately provided;
6. E-911 may not be available in all areas; and
7. Due to technical factors in network design or due to network congestion, there may be a possibility of a busy signal or abnormal wait times.

Accordingly, Customers are urged to maintain an alternative means of accessing emergency services in the event of Service disruption for any reason. The Customer shall have the sole responsibility to adequately notify users and potential users of the Service, including any household residents or guests, of the limitations of 911 Emergency Dialing. **BY ACTIVATING AND PAYING FOR THE SERVICE, THE CUSTOMER ACKNOWLEDGES AND AGREES TO THE LIMITATIONS OF 911 EMERGENCY DIALING SERVICE AND UNDERSTAND THE DISTINCTIONS BETWEEN SUCH SERVICE AND TRADITIONAL 911 OR E911 CALLS. NEITHER TMLP NOR SERVICE PROVIDER SHALL BE LIABLE FOR ANY FAILURE OR INTERRUPTIONS IN EMERGENCY SERVICES.**

15. **No Third Party Beneficiaries.** No provision of this agreement provides any person or entity not a party to this agreement with any remedy, claim, liability, reimbursement, or cause of action or creates any other third party beneficiary rights.

16. **No Warranties on Service.** Except to the extent of any express, written limited warranties for devices supplied by TMLP, TMLP MAKES NO WARRANTIES AS TO THE SERVICE, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OR MERCHANTABILITY, FITNESS OF THE SERVICE FOR A PARTICULAR PURPOSE, TITLE OR NON-INFRINGEMENT OR ANY WARRANTY ARISING BY USAGE OF TRADE, COURSE OF DEALING OR COURSE OF PERFORMANCE OR ANY WARRANTY THAT THE SERVICE WILL MEET CUSTOMER'S REQUIREMENTS. WITHOUT LIMITING THE FOREGOING, TMLP DOES NOT WARRANT THAT THE SERVICE WILL BE WITHOUT FAILURE, DELAY, INTERRUPTION, ERROR, DEGRADATION OF VOICE QUALITY OR LOSS OF CONTENT, DATA OR INFORMATION. STATEMENTS AND DESCRIPTIONS CONCERNING THE SERVICE OR DEVICE, IF ANY, BY TMLP OR ITS AGENTS ARE INFORMATIONAL AND ARE NOT GIVEN AS A WARRANTY OF ANY KIND. In the event that a warranty is provided for a device, remedies for breach of such warranty shall be limited by the express terms of any such written warranty. Customer acknowledges that not all devices will include warranties, and if no express written warranty is provided for the device, the Customer accepts the device "AS IS" and shall not be entitled to replacement or refund in the event of any defect.
17. **Privacy.** The Service utilizes, in whole or in part, the public internet and third party networks to transmit voice and other communications. Neither TMLP nor Service Provider shall be liable for any lack of privacy which may be experienced with regard to the Service.
18. **Limitation of Liability.** Neither TMLP nor any of its officers, commissioners, managers, employees, or agents, nor any service provider who furnishes services to Customer in connection with this agreement shall be liable for any delay or failure to provide the Service, including 911 dialing, at any time or from time to time, or any interruption or degradation of voice quality that is caused by any of the following: (a) act or omission of an underlying carrier, service provider, vendor or other third party; (b) equipment, network or facility failure; (c) equipment, network or facility upgrade or modification; (d) force majeure events such as (but not limited to) acts of god; strikes; fire; lighting; flooding; natural disasters; power surges; war; riot; government actions; (e) equipment, network or facility shortage; (f) equipment or facility relocation; (g) service, equipment, network or facility failure caused by the loss of power; (h) outage of Customer's broadband service; (i) act or omission of Customer or any person using the Service; (j) any failure or defect in any device supplied to Customer; or (k) any other cause that is beyond TMLP's control, including without limitation a failure of or defect in any device, the failure of an incoming or outgoing communication, the inability of communications (including without limitation 911 dialing) to be connected or completed, or degradation of voice quality. Notwithstanding the foregoing limitations, TMLP only shall be liable to the extent such loss or damage is caused solely by its own gross negligence.
19. **Limitation of Damages.** IN NO EVENT SHALL TMLP'S AGGREGATE LIABILITY HEREUNDER EXCEED A CREDIT FOR SERVICE CHARGES WITH RESPECT TO THE AFFECTED TIME PERIOD. IN NO EVENT SHALL TMLP OR THE SERVICE

PROVIDER BE LIABLE FOR ANY DIRECT, INCIDENTAL, INDIRECT, SPECIAL, PUNITIVE, EXEMPLARY OR CONSEQUENTIAL DAMAGES, OR FOR ANY OTHER DAMAGES, INCLUDING BUT NOT LIMITED TO LOSS OF DATA, UNAUTHORIZED ACCESS TO, OR ALTERATION, THEFT OF OR DAMAGE TO CUSTOMER'S DATA, FILES, PROGRAMS OR INFORMATION, LOSS OF REVENUE OR PROFITS, OR DAMAGES ARISING OUT OF OR IN CONNECTION WITH THE USE OR INABILITY TO USE THE SERVICE, INCLUDING INABILITY TO BE ABLE TO DIAL 911 OR TO ACCESS EMERGENCY SERVICE PERSONNEL THROUGH THE SERVICE. THE LIMITATIONS SET FORTH HEREIN APPLY TO ALL CLAIMS, WHETHER FOUNDED IN BREACH OF CONTRACT, BREACH OF WARRANTY, PRODUCT LIABILITY, TORT OR ANY AND ALL OTHER THEORIES OF LIABILITY AND APPLY WHETHER OR NOT TMLP WAS INFORMED OF THE LIKELIHOOD OF ANY PARTICULAR TYPE OF DAMAGES.

20. **Indemnification.** THE CUSTOMER AGREES TO DEFEND, INDEMNIFY, AND HOLD HARMLESS TMLP, ITS OFFICERS, COMMISSIONERS, MANAGERS,, EMPLOYEES, AND AGENTS AND ANY SERVICE PROVIDER WHO FURNISHES SERVICES TO THE CUSTOMER IN CONNECTION WITH THE SERVICE, FROM ANY AND ALL CLAIMS, LOSSES, DAMAGES, FINES, PENALTIES, COSTS AND EXPENSES (INCLUDING, WITHOUT LIMITATION, REASONABLE ATTORNEY FEES) BY, OR ON BEHALF OF, THE CUSTOMER OR ANY THIRD PARTY USER OF THE SERVICE RELATING TO THE FAILURE OR OUTAGE OF THE SERVICE, INCLUDING THOSE RELATED TO 911 DIALING.

21. **Service Termination and Number Transfer.** The Customer shall have the responsibility to ensure that the number has successfully ported to another carrier prior to termination or cancellation of its account. Please contact TMLP for details. The Customer shall be liable for all Service charges until appropriate notice of termination or cancellation is provided to TMLP.