



SELCO Telephone Service Installation Agreement

Effective September 1, 2006

This Agreement is between the Customer (referred to as "I" or "me" or "my") on the one hand, and Shrewsbury Electric and Cable Operations, SELCO (referred to as "you" or "your") on the other hand. It is part of the Agreement to obtain SELCO Telephone Service ("Service"), which I will accept as part of ordering and using the Service.

1. In agreeing to have the Service installed, I understand that your employee or contractor will provide installation services, including the hardware described below. I understand that I am solely responsible for providing, configuring and maintaining all equipment and inside wiring on my premises except as otherwise expressly stated below. I understand that compatibility of my existing equipment and wiring can be a major issue in the installation and provision of the Service and that, as a result, it may not be possible to install or provide the Service. I understand that:

In order to use the Services, I am required to provide certain equipment such as a phone handset or equivalent, inside phone wiring and outlets, and a working, non-switched electrical power outlet. I agree to keep the MTA (defined below) plugged into the electrical power outlet at all times. If you do not have access to the inside phone wiring in my home, apartment or multi-tenant dwelling, and I wish to use the Services throughout my home I will need to provide a cordless phone to plug into the Multimedia Terminal Adapter ("MTA"). CERTAIN MAKES AND MODELS OF CORDLESS PHONES USE THE ELECTRICAL POWER IN MY HOME. IF THERE IS AN ELECTRICAL POWER OUTAGE, THE CORDLESS PHONE WILL CEASE TO OPERATE DURING THE OUTAGE, PREVENTING USE OF THE SERVICES VIA THE CORDLESS PHONE. I WILL NOT ATTEMPT TO CONNECT THE SERVICES TO INSIDE PHONE WIRING MYSELF (SEE "Connecting an MTA to Inside Phone Wiring" BELOW).

I may use the Services with my inside phone wiring, as long as you have access to and the right to use that wiring. If I wish to have your MTA connected to my inside phone wiring, a SELCO technician will perform the installation. To make that connection, you must first disconnect my inside phone wiring from the network of my existing provider (such as a Bell network), which may disable any services I receive from them. If the MTA is connected to my inside phone wiring without first disconnecting that inside phone wiring from any existing provider's network, the MTA may be damaged and/or the Services may not operate properly.

2. I agree to hold you harmless, to not hold you liable for and to indemnify you, your employees and contractors and agents from any and all claims for direct or indirect damage to me or another party, including for attorney's fees, due to this installation visit and my receiving the Service.

3. LIMITATIONS OF 911/E911

Limitations: The Services include a 911/Enhanced 911 function (“911/E911”) that may differ from the 911 or Enhanced 911 function furnished by other providers, including wireline systems. As such, it may have certain limitations.

I HAVE CAREFULLY READ THE INFORMATION BELOW. I ACKNOWLEDGE AND ACCEPT ANY LIMITATIONS OF 911/E911. I AGREE TO CONVEY THESE LIMITATIONS TO ALL PERSONS RESIDING IN THIS HOUSEHOLD AND TO ANY OTHERS WHO MAY PLACE CALLS USING MY SELCO TELEPHONE SERVICE. IF I HAVE ANY QUESTIONS ABOUT 911/E911, I SHOULD CALL 508-841-8500 DURING NORMAL BUSINESS HOURS.

Correct Address: I understand that in order for my 911/E911 calls to be properly directed to emergency services, SELCO must have my correct service address. I understand that if I move the Services to a different address without SELCO’s approval, 911/E911 calls may be directed to the wrong emergency authority, may transmit the wrong address, and/or the Services (including 911/E911) may fail altogether. Therefore, I understand that I must call 508-841-8500 to schedule a technician visit in order to move the Services to a new address. I understand that SELCO will need several business days to update my service address in the E911 system so that my 911/E911 calls can be properly directed. I agree that all changes in service address require SELCO’s prior approval.

Service Interruptions: SELCO Telephone Service uses the electrical power in my home. I understand that if there is an electrical power outage, 911 calling may be interrupted if the battery backup in the associated MTA (defined below) is not installed, fails, or is exhausted after several hours. Furthermore, calls, including calls to 911/E911, may not be completed if there is a problem with network facilities, including network congestion, network/equipment/power failure, or another technical problem.

LIABILITY: I ACKNOWLEDGE AND AGREE THAT SELCO WILL NOT BE LIABLE FOR ANY SERVICE OUTAGE, INABILITY TO DIAL 911 USING THE SERVICE, AND/OR INABILITY TO ACCESS EMERGENCY SERVICE PERSONNEL FOR ANY REASON WHATSOEVER. I AGREE TO RELEASE, DEFEND, INDEMNIFY, AND HOLD HARMLESS SELCO, ITS AFFILIATES, CONTRACTORS, SUBCONTRACTORS, SUPPLIERS, EMPLOYEES, COMMISSION MEMBERS AND AGENTS FROM ANY AND ALL CLAIMS, SUITS, ACTIONS OR CAUSES OF ACTION FOR DAMAGES, LOSSES, PERSONAL INJURY (INCLUDING DEATH), FINES, PENALTIES, COSTS, AND EXPENSES (INCLUDING BUT NOT LIMITED TO REASONABLE ATTORNEY FEES) ASSERTED BY, OR ON BEHALF OF, ME OR ANY THIRD PARTY OR USER OF THE SERVICE RELATING TO THE INTERRUPTION, FAILURE OR OUTAGE OF THE SERVICE, INCLUDING THOSE RELATED TO 911/E911.

SELCO Telephone Service Installation Agreement

4. I understand you will install 1) an MTA, 2) any necessary connection from my existing cable outlet up to the MTA and, 3) any necessary connection from the MTA to the inside wire or cordless phone in my home. Any additional equipment or work necessary to ensure that all of my telephone outlets are capable of receiving the Service, such as inside wire or telephone outlet repair, is my responsibility. I may choose to hire someone with whom you also have a contractual relationship; but, if I do so, the responsibility for that activity is between that person and I; and I will not hold you responsible in any way for that work. I understand that SELCO makes no representations or warranties with regard to that person or the work.

5. I authorize you to enter my premises to install any necessary equipment and Service.

6. I AUTHORIZE SELCO TO PROVIDE MY LOCAL, TOLL AND LONG DISTANCE SERVICE AND I AGREE TO CONTACT MY CURRENT TOLL AND LONG DISTANCE SERVICE PROVIDER TO REMOVE ANY "FREEZE(S)" THAT WOULD PREVENT SELCO FROM PROVIDING MY TOLL AND LONG DISTANCE SERVICE.

7. IF I AM SWITCHING TO YOUR SERVICE FROM ANOTHER SERVICE PROVIDER AND I WISH TO KEEP MY CURRENT PHONE NUMBER, I AUTHORIZE SELCO TO INITIATE THE TRANSFER OF MY EXISTING PHONE NUMBER FROM MY CURRENT SERVICE PROVIDER TO SELCO.

8. I understand that if I am switching to your Service from another service provider, I may transfer my existing phone number (if any) to your Service, provided that the following conditions apply:

- i. I request the phone number transfer when I place my order for your Service.
- ii. My current service provider releases my existing phone number, at your request, without delay and without imposing non-industry-standard charges on you.
- iii. Transfer of my existing phone number to your Service would not, in your view, violate applicable law or your processes and procedures.
- iv. I acknowledge and agree that to avoid an interruption in my phone service, it is extremely important that I have the Service installed on or before the Port Effective Date (the date that my telephone number is transferred from my existing carrier to SELCO). I understand that my existing phone service for the number that I am transferring will be disconnected on the Port Effective Date; if my Service is not yet activated, I will not have access to your Services.

9. I will not remove or relocate the equipment without your consent.

SELCO Telephone Service Installation Agreement

10. I understand that the full text of the current SELCO Telephone Service Agreement is available on-line at <http://shrewsbury-ma.gov/telephone/> and that you may change it as indicated therein. I understand I can cancel my service upon 24 hours notice by calling SELCO, 100 Maple Avenue, Shrewsbury, MA 01545 at 508-841-8500 during normal business hours.

11. I will pay you the Installation Charge indicated below either on my credit card, my cable bill or as otherwise arranged with the Installer.

12. I hereby certify that I am at least 18 years of age and that I am the customer of record (or that I am authorized to represent the customer of record) for the telephone number listed below.