



SHREWSBURY ELECTRIC AND CABLE OPERATIONS

YOUR COMMUNITY PROVIDED ELECTRIC & CABLE SERVICES

---

## **SHREWSBURY ELECTRIC AND CABLE OPERATIONS**

### **["SELCO"] TELEPHONE SERVICE**

### **RESIDENTIAL SUBSCRIBER AGREEMENT**

**Effective: September 1, 2006**

This Agreement is between the Customer (referred to as "I" or "me" or "my") and Shrewsbury Electric and Cable Operations ("SELCO") (referred to as "you" or "your"). The Agreement sets forth the terms and conditions under which you will provide me with, and I will use and subscribe to, SELCO Telephone Service ("Service") and devices used in connection with the Service, including but not limited to the "SELCO Equipment" as defined below. This Agreement includes the "SELCO Telephone Service Installation Agreement", the "Letter of Authorization" to Change My Local and Long Distance Telephone Service Provider and the "SELCO Telephone Service Residential Pricing List" which are incorporated herein by reference.

WHEN I ENROLL IN, USE, OR PAY FOR THE SERVICE, I AGREE TO THE PRICES, TERMS, AND CONDITIONS SET FORTH IN THIS AGREEMENT, INCLUDING THOSE RELATED TO 911/E911 SERVICE, SERVICE INTERRUPTIONS, AND LIMITATION OF LIABILITY. IF I DO NOT AGREE TO THE PRICING OR TO ANY TERMS OR CONDITIONS, I WILL CANCEL THE SERVICE IMMEDIATELY BY CALLING YOU ON 508-841-8500 DURING NORMAL BUSINESS HOURS.

## **1. THE SERVICE**

**1.1** The Service converts voice communications into Internet Protocol ("IP") for two-way local, local toll and long distance calling and provides a range of other associated features.

**1.2** You will provide me with a multimedia terminal adapter ("MTA"), access to the public switched telephone network ("PSTN") and its services (the "Service"), subject to this Agreement, from the date on which I accept this Agreement until either you or I terminate it as provided in Section 7.

**1.3** You will make reasonable efforts to provide me with continuous, uninterrupted, expedient and error-free Service. Nonetheless, I understand that temporary interruptions of the Service may occur as normal events in the provision of the Service or when you perform routine maintenance to the Service and you may modify or discontinue the Service at any time subject to the provisions of this agreement. I understand that you have no control over the networks, facilities or services of third parties, and that delays and disruptions involving them are completely beyond your control.

**1.4** The Service is intended for residential, non-commercial use. I agree to use the Service solely in a private residence or in the residential portion of a premises used for both business and residential purposes. Without limiting the generality of the foregoing, I agree to use the Service only for personal and non-commercial purposes; however, I am permitted to use the Service to make business calls that are incidental to my personal and non-commercial use of the Service at the premises described in the preceding sentence (e.g., telecommuting).

**1.5** I agree to ensure that all uses of the SELCO Equipment and/or the Service installed at my premises ("use") are legal and appropriate. Specifically, I agree to ensure that all uses by me or by any other person ("user"), whether authorized by me or not, comply with all applicable laws, regulations, and written and electronic instructions for use. SELCO reserves the right to act immediately and without Notice to terminate or suspend the Service and/or to remove from the Service any information transmitted by or to me or users (e.g., voicemail), if SELCO (i) determines that such use or information does not conform with the requirements set forth in this Agreement, (ii) determines that such use or information interferes with SELCO's ability to provide the Service to me or others, or (iii) reasonably believes that such use or information may violate any laws, regulations, or written and electronic instructions for use. SELCO's action or inaction under this Section shall not constitute review or approval of your or any other users' use or information.

**1.6** I expressly agree not to use the Service for auto-dialing, continuous or extensive call forwarding, telemarketing, fax broadcasting or fax blasting, excessive international calling, or for any other use that results in excessive usage inconsistent with normal residential calling patterns. If you determine, in your sole discretion, that your Service is being used for any of the aforementioned or substantially similar activities, you reserve the right (i)

immediately and without Notice to terminate or modify the Service and (ii) to assess additional charges for each month in which excessive usage occurred.

**1.7** I agree and represent that I am buying the Service for my own personal use only and that I will not resell or permit another to resell the Service in whole or in part.

**1.8** I will not service, alter, modify, or tamper with SELCO Equipment or with the Service, or permit any other person (not expressly authorized by SELCO) to do so.

**1.9** Except as specifically provided below, I agree that the MTA and the Service will only be used at the service address appearing in your records. I understand and acknowledge that if I attempt to install or use the SELCO Equipment or Service at another location, the Service, including but not limited to 911/E911, may fail to function or may function improperly. If I move the MTA or Service to another location without complying with Section 4.9 and this Section 1.9, I do so in violation of this Agreement and at my own risk.

**1.10** If I violate any of the restrictions in this Section, SELCO reserves the right to terminate the Service immediately and without Notice, leaving me responsible for all outstanding charges, which immediately become due and payable.

## 2. LIMITATIONS OF 911/E911

**Limitations:** The Service includes a 911/Enhanced 911 function ("911/E911") that may differ from the 911 or Enhanced 911 function furnished by other providers. 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. I UNDERSTAND THAT IF I HAVE ANY QUESTIONS ABOUT 911/E911, I SHOULD CALL 508-841-8500 DURING NORMAL BUSINESS HOURS.

**Correct Address:** In order for 911/E911 calls to be properly directed to emergency service, SELCO must have my correct service address. If I attempt move the Service 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 Service (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. 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.

### **3. BILLING AND PAYMENT**

**3.1** Information about the charges for the Service can be found in the SELCO Telephone Service Residential Pricing List(s) (“Pricing Lists”) at <http://shrewsbury-ma.gov/telephone/>.

**3.2** I will pay you the charges for the Service, including monthly rate (in advance where applicable), applicable installation charges, applicable taxes and fees as listed in the Residential Service Offerings. I understand that the charges, taxes, fees, terms and conditions may be modified from time to time. Once I have been notified of such a change, my continued use of the Service constitutes my acceptance of such.

**3.3** Your calling plans billed as a flat monthly fee do not include certain call types. These call types will instead be charged on a per-call basis (e.g., operator service) or a measured basis (e.g., international calls). For billing purposes, a measured call begins when the call is answered by the called party or an automated answering device (such as an answering machine or fax machine); it ends when one of the parties disconnects the call. Measured calls are recorded in whole minutes, with partial minutes rounded up to the next whole minute. However, some providers (e.g., those involved in calls to foreign countries) charge for a completed call when the called party’s line rings or after a certain number of rings. If such a provider charges SELCO, its affiliates, or suppliers as if your call were answered by the called party, SELCO will charge me for a completed call. The Pricing Lists contain information on per-call charges and the timing of measured-call charges.

**3.4** If the computed charge for a measured call includes a fraction of a cent, the fraction is rounded up to the nearest whole cent. If the computed charge for taxes or surcharges includes a fraction of a cent, the fraction is rounded up to the nearest whole cent.

**3.5** The Service may allow me to access “dial-up” Internet service providers, other enhanced service providers (e.g., information service accessible through 800, 888, and 877 numbers), and other third-party providers. I acknowledge that I may incur charges with such providers that are separate and apart from the amounts charged by you. I agree that all charges payable to third parties, including all applicable taxes, are my sole responsibility. In addition, I am solely responsible for protecting the security of credit card information provided to others in connection with such transactions.

**3.6** You generally bill monthly, in advance, for service charges, equipment charges, and other recurring fees. I will be billed for installation and other one-time charges, measured and per-call charges, and for all other charges, according to your billing policies then in effect. Your SELCO invoice may also contain charges for other service provided by you or your subsidiaries or affiliates. If I make partial payment of any invoice, you will apply that payment to

the outstanding charges in the amounts and proportions that you determine. However, if you accept any partial payment from me, you do not waive your rights subsequently to collect the full balance owed to you. I understand and agree that that your paper bills for the Service contain both a summary of charges and detailed information about my billable calls (e.g. directory assistance, operator assisted and International calls), but will not contain call detail for non-billable calls (e.g. local, toll and domestic long distance). Copies of my bill will also be available for a limited period at a password-protected portion of your website. I may also call 508-841-8500 for a paper copy of outbound toll call records related to my most recent bill. There may be an additional charge for these outbound toll call records.

**3.7** The fees and charges for the Service begin to accrue on the Billing Commencement Date. The Billing Commencement Date is the day that SELCO installs my MTA.

**3.8** I will provide you with accurate, complete and current information on how to bill me including updated credit card number and expiration date, if applicable.

**3.9** If I pay you after the specified late payment date, you may charge me a monthly late charge, and the Service may be disconnected. I may also owe you for your expenses incurred to recover past due charges, including attorney's fees and legal costs. I will notify you of any errors or will ask for any refunds due within six months of when the error occurred.

**3.10** If you disconnect my Service, as a result of late payments, I may have to pay a reconnect fee and security deposit, in addition to all past due charges before you reconnect the Service.

**3.11** I authorize SELCO to make inquiries and to receive information about my credit experience from others, to enter this information in your file, and to disclose this information concerning me to appropriate third parties for reasonable business purposes.

#### **4. EQUIPMENT**

**4.1** In order to use the Service, 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 SERVICE VIA THE CORDLESS

PHONE. I ACKNOWLEDGE THAT I SHOULD NOT ATTEMPT TO CONNECT THE SERVICE TO INSIDE PHONE WIRING MYSELF (SEE "Connecting an MTA to Inside Phone Wiring" BELOW).

**4.2** I may use the Service with my inside phone wiring, as long as you have access to and the right to use that wiring. If I wish to have the 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 service 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 Service may not operate properly.

**4.3** I represent that I either own the Customer Equipment or have the right to use that equipment in connection with the Service. SELCO shall have no obligation to provide, maintain, or service the Customer Equipment.

**4.4** I understand that any Customer Equipment that I use in connection with the Service must meet SELCO's current minimum technical and other requirements. Those requirements are posted on the Service's website at <http://shrewsbury-ma.gov/telephone/>. The requirements may be revised by you from time to time.

**4.5** If I install or use Customer Equipment that does not meet the minimum technical or other specifications described in Section 4.4 (a "Non-Recommended Configuration"), I agree (i) that the Service or some features of the Service may degrade or fail, (ii) that I will not be entitled to customer support relating to any issues other than the quality of the signal delivered to the MTA, and (iii) that the following limitation of liability shall apply: NEITHER SELCO NOR ANY OF ITS SUPPLIERS OR AGENTS WARRANT THAT A NON-RECOMMENDED CONFIGURATION WILL ENABLE ME TO SUCCESSFULLY ACCESS, OPERATE, OR USE THE SERVICE. I ACKNOWLEDGE THAT ANY SUCH ACCESS, OPERATION, OR USE COULD CAUSE DAMAGE TO CUSTOMER EQUIPMENT. NEITHER SELCO NOR ANY OF ITS AFFILIATES, CONTRACTORS, SUBCONTRACTORS, SUPPLIERS, EMPLOYEES, COMMISSION MEMBERS OR AGENTS SHALL HAVE ANY LIABILITY WHATSOEVER FOR ANY SUCH FAILURE OR DAMAGE. The foregoing limitation of liability is in addition to and shall not limit any other limitation of liability set forth in this Agreement.

**4.6** To use the Service, I will need a SELCO owned and installed Multimedia Terminal Adapter ("MTA") which SELCO will provide in conjunction with my service.

**4.7** "SELCO Equipment" shall mean all equipment, such as the MTA, external cabling and related electronic devices, and any software, that is installed and/or provided by SELCO. SELCO Equipment will at all times remain the property of SELCO.

**4.8** I acknowledge that SELCO Equipment is merely a means for you to provide me the Service and that I may not move, remove or change it without your

approval. I agree not to use SELCO Equipment for any purpose other than to use the Service in accordance with this Agreement. SELCO will repair and maintain all SELCO Equipment during the term of this Agreement. I agree that I will not allow anyone other than SELCO employees or agents to service the SELCO Equipment. I agree not to sell, transfer, lease, encumber, or assign all or any part of the SELCO Equipment to any third party. If any SELCO Equipment or part thereof is lost, stolen, unreturned, damaged, sold, transferred, leased, encumbered, or assigned, I agree to pay SELCO your prevailing list price for its replacement, together with any incidental costs that you incur relating to its replacement.

**4.9** I WILL NOT RELOCATE SELCO EQUIPMENT. AT MY REQUEST, YOU MAY RELOCATE THE SELCO EQUIPMENT WITHIN THE PREMISES FOR AN ADDITIONAL CHARGE, AT A TIME AGREEABLE TO ME AND TO YOU. IF I CHANGE RESIDENCES, I MUST CONTACT SELCO AT 508-841-8500 DURING NORMAL BUSINESS HOURS FOR INFORMATION ON WHETHER THE SELCO EQUIPMENT AND SERVICE MAY BE TRANSFERRED TO MY NEW RESIDENCE AND WHAT THE RELOCATION WILL COST. IF I WISH TO DISCONNECT THE SERVICE, I MUST FOLLOW THE PROCEDURES DESCRIBED IN SECTION 7.3.

**4.10** I acknowledge and understand that the Service may not support or be compatible with:

- i. Non-Recommended Configurations as defined in Section 4.4;
- ii. Certain non-voice communications equipment, including certain makes or models of alarm and home security systems, certain medical monitoring devices, certain fax machines, and certain “dial-up” modems;
- iii. Certain models of other voice-related communications equipment such as private branch exchange (PBX) equipment, answering machines, and traditional Caller ID units;
- iv. 976, 900, 700, or 500 number calling;
- v. 311, 511, or other x11 calling (other than 411, 611, 711, and 911); and
- vi. Other call types not expressly set forth in your product literature (e.g., outbound shore-to-ship calling).

BY ACCEPTING THIS AGREEMENT, I WAIVE ALL CLAIMS AGAINST SELCO, ITS AFFILIATES, CONTRACTORS, SUBCONTRACTORS, SUPPLIERS, EMPLOYEES, COMMISSION MEMBERS OR AGENTS FOR INTERFERENCE, DISRUPTION, OR INCOMPATIBILITY BETWEEN THE SELCO EQUIPMENT OR THE SERVICE AND ANY OTHER SERVICE, SYSTEMS, OR EQUIPMENT. IN THE EVENT OF SUCH INTERFERENCE, DISRUPTION, OR INCOMPATIBILITY, MY SOLE REMEDY SHALL BE TO TERMINATE THE SERVICE IN ACCORDANCE WITH SECTION 7.3.



## **5. SELCO'S ACCESS TO CUSTOMER'S PREMISES**

**5.1** From time to time, SELCO may need to enter the premises at which I will use the Service ("Premises") in order to install, maintain, inspect, repair, and remove the SELCO Equipment. Accordingly, I authorize SELCO and its employees, agents, contractors, and representatives to enter the Premises as necessary, at a time agreeable to me and you.

**5.2** I warrant either that I am the owner of the Premises, or if I am a tenant, that I have the authority to afford you access to the Premises. If I am not the owner of the Premises, I agree to supply you, if you ask, the owner's name and address, evidence that the owner has authorized me to grant access to the Premises, and/or written consent from the owner.

## **6. REPRESENTATIONS AND WARRANTIES OF CUSTOMER**

**6.1** I am at least 18 years old and have the ability to sign binding contracts. I am executing this Agreement on behalf of everyone who will use the Service and I am solely responsible for any resulting violation of this Agreement. I will not resell the Service or otherwise charge others to use it.

**6.2** I also represent and warrant that I have provided and will continue to provide to SELCO accurate, complete, and current Customer information, including but not limited to my legal name, address, phone number(s), and payment data (including but not limited to credit card numbers and expiration dates). I agree that during the term of this Agreement I will promptly notify you if there is any change in the information that I have provided to you in accordance with the terms of this Agreement. If I fail to provide and maintain accurate information, I thereby breach this Agreement.

## **7. TERMINATION OF THIS AGREEMENT**

**7.1** The term of this Agreement shall commence on the applicable Billing Commencement Date specified in Section 3.7 and shall continue thereafter until terminated as provided for in this Agreement.

**7.2** Either you or I may terminate this Agreement as a whole at any time by providing the other party with notice of such termination as defined below.

**7.3** I may terminate this Agreement for any reason at any time by providing notice of termination to SELCO in one of three ways: (i) sending a written notice to Shrewsbury Electric and Cable Operations, 100 Maple Avenue, Shrewsbury, MA 01545; (ii) calling the SELCO customer service line at 508-841-8500 during normal business hours; or (iii) visiting your Customer Service Desk at 100 Maple Avenue, Shrewsbury, MA during normal business hours. If I wish to transfer my phone number to another provider, I must follow the procedures in Section 8.2. All applicable fees and charges will accrue until the date of termination, but you will refund all prepaid monthly service fees charged for Service after the date of

termination (less any outstanding amounts due SELCO for the Service, affiliate service, equipment, or other applicable fees and charges).

**7.4** You may suspend Service or terminate this Agreement for any reason. If you suspend Service or terminate this Agreement because I failed to comply in full with any term of this Agreement, you must first give me seven (7) days Notice, unless this Agreement expressly permits you to do so without Notice or with less than seven (7) days Notice. If you suspend Service or terminate this Agreement for any other reason, you must first give me thirty (30) days Notice. If you suspend Service or terminate this Agreement for a reason other than my violation of this Agreement, all applicable fees and charges will accrue until the date of suspension or termination, but you will refund all prepaid monthly service fees charged for Service after the date of termination (less any outstanding amounts due SELCO for the Service, affiliate service, equipment, or other applicable fees and charges). I understand and acknowledge that all SELCO Telephone Service, including 911/E911 will be disabled if my account is suspended or terminated.

**7.5** I agree that upon termination of this Agreement I will do the following:

- i. I will immediately cease use of the Service and all SELCO Equipment;
- ii. I will pay in full for my use of the Service and the SELCO Equipment up to the later of the effective date of termination of this Agreement or the date on which the Service are disconnected and all SELCO Equipment has been returned; and
- iii. I will return the SELCO Equipment to SELCO, by any method reasonably requested by you, within ten (10) days after termination of the Agreement. Upon your request, I will permit you and your employees, agents, contractors, and representatives to access my premises during regular business hours to remove the SELCO Equipment and other material provided by SELCO. You will conduct this removal at a time agreed on by me and you, and I will ensure that all SELCO Equipment is returned to SELCO. If any SELCO Equipment is not returned, I agree that SELCO may bill me for the charges referred to in Section 4.8, including but not limited to charging my credit card, if applicable.

**7.6** Nothing contained in this Agreement shall be construed to limit SELCO's rights and remedies available at law or in equity. SELCO and its suppliers reserve the right both during the term of this Agreement and upon its termination to delete your voicemail, call detail, data, files, or other Customer information that is stored on SELCO's or its suppliers' servers or systems, in accordance with your storage policies. I understand and acknowledge that you shall have no liability whatsoever as a result of the loss or removal of any such voicemail, call detail, data, files, or other Customer information.

## **8. TRANSFER OF MY PHONE NUMBER(S)**

**8.1** 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 your order for your Service.
- ii. My current service provider releases my existing phone number, at my 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 MTA installed on or before the Port Effective Date. My existing phone service for the number that I am transferring will be disconnected on the Port Effective Date; if my MTA is not yet activated, I will not have access to your Service. Therefore, I will not have service for that phone number. SELCO will provide me with an estimate of the Port Effective Date at the time of service ordering.

**8.2** To transfer my phone number from SELCO to another service provider, I must place the order to transfer the Service through my new service provider (and not through SELCO). SELCO will release my phone number to my new service provider, provided that

- i. my new service provider submits a properly completed transfer request to SELCO;
- ii. my new service provider will accept transfer of the phone number without delay or charge to SELCO; and
- iii. transfer of my existing phone number to the new service provider would not, in your view, violate applicable law or your processes and procedures.

**8.3** If SELCO determines that my telephone number assignment does not conform to applicable industry guidelines, your internal policies, and/or the law, you reserve the right, with prior notice to me, to change the telephone number, without liability.

## **9. LIMITATION OF LIABILITY; INDEMNIFICATION; NO WARRANTIES; WARNINGS**

**9.1** THE SELCO EQUIPMENT AND THE SERVICE ARE PROVIDED "AS IS," WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED. NEITHER SELCO NOR ITS AFFILIATES, CONTRACTORS, SUBCONTRACTORS, SUPPLIERS, EMPLOYEES, COMMISSION MEMBERS AND AGENTS WARRANT THAT THE SELCO EQUIPMENT OR THE SERVICE WILL MEET YOUR REQUIREMENTS, PROVIDE UNINTERRUPTED USE, OR

OPERATE AS REQUIRED, WITHOUT DELAY, OR WITHOUT ERROR. NEITHER SELCO NOR ITS AFFILIATES, CONTRACTORS, SUPPLIERS, EMPLOYEES, COMMISSION MEMBERS OR AGENTS WARRANT THAT ANY COMMUNICATIONS WILL BE TRANSMITTED IN UNCORRUPTED FORM. ALL REPRESENTATIONS AND WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY WARRANTIES OF PERFORMANCE, NONINFRINGEMENT, FITNESS FOR A PARTICULAR PURPOSE OR MERCHANTABILITY, ARE HEREBY EXCLUDED.

**9.2** You will compensate me for a service interruption only if Service fails completely because of a technical malfunction (e.g. network outage, prolonged power failure) for twenty-four (24) or more consecutive hours. In that case, my sole remedy, available upon my request, will be limited to a prorated credit against the net monthly recurring charge (exclusive of nonrecurring charges, other one-time charges, per call charges, measured charges, regulatory fees and surcharges, taxes, and other governmental and quasi-governmental fees). To qualify, I must request the credit from SELCO within thirty (30) days of the failure. Credits will be applied only against current and future fees payable by me for the Service. Any credits provided by SELCO are at your sole discretion and in no event shall constitute or be construed as a course of conduct by SELCO.

**9.3** THE LIMITATIONS IN THIS SECTION SHALL APPLY WHERE YOU MAKE AVAILABLE AN OPTION TO LIST MY NAME, ADDRESS, AND/OR TELEPHONE NUMBER IN A PUBLISHED DIRECTORY OR DIRECTORY ASSISTANCE DATABASE, AND ONE OR MORE OF THE FOLLOWING CONDITIONS OCCURS: (i) I REQUEST THAT MY NAME, ADDRESS AND/OR PHONE NUMBER BE OMITTED FROM A DIRECTORY OR DIRECTORY ASSISTANCE DATABASE, BUT THAT INFORMATION IS INCLUDED IN EITHER OR BOTH; (ii) I REQUEST THAT MY NAME, ADDRESS AND/OR PHONE NUMBER BE INCLUDED IN A DIRECTORY OR DIRECTORY ASSISTANCE DATABASE, BUT THAT INFORMATION IS OMITTED FROM EITHER OR BOTH; OR (iii) THE PUBLISHED OR LISTED INFORMATION FOR MY ACCOUNT CONTAINS MATERIAL ERRORS OR OMISSIONS. IF ANY OF CONDITIONS i – iii PERTAINS, THEN THE TOTAL LIABILITY OF SELCO AND ITS AFFILIATES, CONTRACTORS, SUBCONTRACTORS, SUPPLIERS, EMPLOYEES, COMMISSION MEMBERS AND AGENTS SHALL NOT IN THE AGGREGATE EXCEED THE MONTHLY CHARGES, IF ANY, WHICH I HAVE ACTUALLY PAID TO SELCO TO LIST, PUBLISH, NOT LIST, OR NOT PUBLISH THE INFORMATION FOR THE AFFECTED PERIOD. I SHALL HOLD HARMLESS SELCO AND ITS AFFILIATES, CONTRACTORS, SUBCONTRACTORS, SUPPLIERS, EMPLOYEES, COMMISSION MEMBERS AND AGENTS AGAINST ANY AND ALL CLAIMS FOR DAMAGES CAUSED OR CLAIMED TO HAVE BEEN CAUSED, DIRECTLY OR INDIRECTLY, BY THE ERRORS AND OMISSIONS IN i – iii ABOVE.

**9.4** Customer Equipment may be damaged or suffer service outages as a result of the installation, self-installation, use, inspection, maintenance, repair, and removal of the SELCO Equipment and the Service. Except for gross negligence

or willful misconduct by you, neither SELCO nor any of its affiliates, contractors, subcontractors, suppliers, employees, commission members or agents shall have any liability whatsoever for any damage, loss, or destruction to the Customer Equipment. In the event of gross negligence or willful misconduct by SELCO, you shall pay at your sole discretion for the repair or replacement of the damaged parts up to a maximum of \$250. This shall be my sole remedy relating to such activity.

**9.5** Notwithstanding anything to the contrary in this Agreement, I acknowledge and understand that you may use third parties to provide components of the Service, including without limitation their service, equipment, and infrastructure. SELCO is not responsible for the performance (or non-performance) of third-party service, equipment, or infrastructure, whether or not they constitute components of the Service. SELCO shall not be bound by any undertaking, representation, or warranty made by an affiliate, contractor, subcontractor, supplier, agent, commission members or employee of SELCO or of your underlying third-party providers in connection with the installation, maintenance, or provision of the Service, if that undertaking, representation, or warranty is inconsistent with the terms of this Agreement.

**9.6** Unless otherwise specifically provided in this agreement, neither you nor your affiliates, contractors, subcontractors, suppliers, employees, commission members or agents will be liable to me or to any third party for any direct, indirect, incidental, special, punitive, consequential or other damages, losses, allegations, claims, actions, causes of action for damages, suits or other proceedings, at law or in equity. expenses, liabilities or costs (including legal fees), including loss of profits, earnings, business opportunities or data, inaccuracy of data, cost of procurement of substitute goods or services, property damage or personal injury (including death), resulting from, arising out of or in connection with, directly or indirectly, my use of the Service or the SELCO Equipment, my reliance on or any other use of the SELCO Equipment or Service, including, without limitation, acts or occurrences beyond your reasonable control, including, without limitation, fire, lightning, explosion, power surge or failure, service interruption, network congestion, network failure, equipment failure, water, acts of God, war, revolution, civil commotion or acts of civil or military authorities or public enemies, any law, order, regulation or requirement of any government or legal body or representative thereof, labor unrest, including, without limitation, strikes, slowdowns, picketing or boycotts, inability to secure raw materials, transportation facilities, fuel or energy shortages, or acts or omissions of common carriers. Your liability for damages in regards to extraordinary and unreasonable interruptions of Service, or for mistakes, omissions, delays, errors and defects in the Service, shall in no event exceed the pro rata charges to me for the period during which the Service was affected. This Section 9 applies to the acts, omissions, negligence and gross negligence of you and each of your respective affiliates, contractors, subcontractors, suppliers, employees, commission members and agents, under any contract, tort or other legal or equitable theory.

**9.7** My sole and exclusive remedies under this Agreement are as expressly set out in this Agreement.

## **10. MISCELLANEOUS**

**10.1** For any inquiries or notices required in connection with this Agreement or the Service, I may contact you (i) in writing at Shrewsbury Electric and Cable Operations, 100 Maple Avenue, Shrewsbury, MA 01545; (ii) in person at the SELCO Customer Service Desk at 100 Maple Avenue, Shrewsbury, MA during normal business hours; or (iii) on the SELCO customer service line at 508-841-8500 during normal business hours.

**10.2** This Agreement constitutes our entire agreement regarding its subject matter and supersedes all prior written and oral agreements. Your failure to insist on strict enforcement or your course of conduct shall not be construed as a waiver of any provision.

**10.3** You may, at your sole discretion, change, modify, add or delete portions of this Agreement at any time. Once you notify me of any such changes by posting them on the Service or sending me notice via e-mail or postal mail, my continued use will be deemed to indicate my acceptance of such changes. If I do not agree, I will stop using the Service and terminate this Agreement.

**10.4** This Agreement shall be governed by and construed under Massachusetts law.

**[END]**