

**Crocker Communications, Inc.
Subscriber Agreement
Internet/Voice**

This is your Subscriber Agreement (“Agreement”) with Crocker Communications, Inc. (“Crocker,” “we,” “us,” “our”). It sets forth the terms and conditions under which residential and business customers (“Customer,” “you,” “your”) will be provided Internet and Voice/Phone services (individually, “Service,” collectively “Services”). **PLEASE READ THIS AGREEMENT CAREFULLY, AS IT CONSTITUTES A LEGAL AGREEMENT BETWEEN YOU AND CROCKER.** This Subscriber Agreement supersedes any prior Subscriber Agreement and shall apply to any dispute between you and Crocker, regardless of when that dispute arose. WHEN YOU ENROLL IN, USE, OR PAY FOR THE SERVICES, YOU AGREE TO THE PRICES, TERMS, AND CONDITIONS SET FORTH IN THIS AGREEMENT, AND AS SUCH SHOULD TAKE THE TIME TO UNDERSTAND THEM COMPLETELY. IF YOU DO NOT AGREE TO THE PRICING OR TO ANY TERMS OR CONDITIONS, YOU DO NOT HAVE PERMISSION TO USE THE SERVICES AND SHOULD DISCONTINUE USE. YOU MAY CANCEL THE SERVICES IMMEDIATELY BY CALLING US ON OUR CUSTOMER SERVICE LINE (1-800-413-5463) DURING NORMAL BUSINESS HOURS. THE TERMS AND CONDITIONS OF USE APPLICABLE TO THE SERVICES PROVIDED HEREUNDER ARE AVAILABLE ON www.broadbandbi.com AND ARE INCORPORATED HEREIN BY REFERENCE.

PLEASE NOTE: THIS AGREEMENT CONTAINS A MANDATORY ARBITRATION PROVISION. PLEASE REVIEW THE ARBITRATION PROVISION SET FORTH BELOW CAREFULLY, AS IT WILL REQUIRE YOU TO RESOLVE ALL DISPUTES WITH CROCKER ON AN INDIVIDUAL BASIS THROUGH FINAL AND BINDING ARBITRATION, AND REQUIRE YOU TO FOREGO JURY TRIALS, CLASS ACTIONS, AND ALL OTHER TYPES OF COURT PROCEEDINGS OF ANY AND EVERY KIND. BY ENTERING INTO THIS AGREEMENT, YOU EXPRESSLY ACKNOWLEDGE THAT YOU HAVE READ AND UNDERSTAND ALL OF THE TERMS, INCLUDING THOSE OF THE ARBITRATION PROVISION, AND HAVE TAKEN TIME TO CONSIDER THE CONSEQUENCES OF THIS IMPORTANT DECISION.

BACKGROUND:

The Town of New Shoreham has built and owns a Fiber to the Home network (BroadbandBI) consisting of fiber optic cables and electronics to facilitate the delivery of Internet services and voice services to homes and businesses. The Town of New Shoreham owns and is providing equipment that will be located in each home or business to facilitate providing Internet and voice services to each home or business customer. The Town of New Shoreham, through a third party company, is providing the installation and maintenance of the physical equipment and fiber optic cable for each customer that will facilitate the delivery of Internet services and voice services to homes and businesses. The Town of New Shoreham BroadbandBI network has been extended to the mainland in order to connect to Internet Service Providers and Voice Providers. The Town of New Shoreham has contracted with a transport provider for the procurement of Internet services from Crocker Communications. Crocker Communications will be the BroadbandBI Internet Services Provider and Voice Provider for residential and business customers.

GENERAL TERMS AND CONDITIONS

1. Installation fees and deposits. Initial installation will be provided by the Town of New Shoreham.

Installation fees for ancillary Crocker services defined as services over and above the Town Services and deposits on Crocker Equipment (as defined below) are payable in advance, at the time of, or prior to, activation or installation of the Services at your service location. Thereafter, all payments for Services are due and payable 30 days from the issue date of the bill.

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2. Billing and payment.

(a) Charges. You agree to pay all fees and charges associated with the Services on your account by the due date printed on the bill. Such fees and charges may include, but are not limited to, installation charges, monthly service charges, charges for the use of ancillary Crocker Equipment if applicable, charges for service calls, late payment fees, and other charges. The current applicable schedules of charges and fees that are included in Crocker's pricing lists are available at www.BroadbandBI.com or by calling Crocker customer service.

(b) Taxes and fees. You agree to pay any and all applicable federal, state, and local taxes (however designated) levied upon us and our affiliates in connection with the sale, installation, use, or provision of the Services, and also fees that we charge in connection with governmental or quasi-governmental fees or programs, such as universal service fees, 911/E911 surcharges, telecommunications relay service surcharges, franchise fees, right-of-way fees, etc.

(c) Notification of changes. We may change the fees and charges for the Services from time to time at our discretion. Unless this Agreement specifies otherwise, we will give you 30 days' notice of any modification to this Agreement. Crocker may, in its sole discretion, change, add to, or remove portions of the Services (including but not limited to features and equipment requirements) at any time without notice. If you continue to use the Services after any modification of this Agreement or the Services, you shall be deemed to have accepted the modification. If you do not agree to any modifications, you must immediately stop using the Services and notify Crocker that you are terminating this Agreement. You will then be entitled to a refund of any portion of any recurring monthly service fee for the Services that has been paid by you in advance for a period subsequent to the effective date of your requested termination (less any outstanding amounts due for equipment or other applicable fees and charges). You will be responsible to pay any fees, payment obligations, and taxes that become applicable retroactively.

(d) Billing Commencement Date. The fees and charges for the Services begin to accrue on the Billing Commencement Date. If Crocker installs your Services, the Billing Commencement Date is the day of installation. If you self-install Crocker Equipment or Purchased Equipment that we have provided to you, the Billing Commencement Date is the earlier of (i) the day you install, or pick up from a Crocker office or employee, such equipment, or (ii) 5 days after the shipment date. If you self-install equipment that you obtained from a source other than Crocker, the Billing Commencement Date is the day your order for Services is entered into our system.

(e) Payment by credit card. If we make available payment by credit card and you provide a credit card number to us, you thereby authorize us to charge that credit card for all amounts payable by you to Crocker as specified in this Agreement. You also authorize us to continue such charges until you notify Crocker in writing that you are withdrawing this authorization or until you have paid all charges under this Agreement. If Crocker does not receive payment from your credit card issuer or its agents, you agree to pay all amounts due upon demand by us. If your credit card is declined, you will be subject to a non-sufficient funds fee.

(f) Late Payment Fees. If you do not pay the full balance due on your account by the due date printed on your bill, you agree to pay a late payment fee of a fixed monthly amount or the maximum allowable rate permitted by applicable state law, whichever is less. The late payment fee will be applied to your account each month that your account is delinquent, in addition to all other applicable fees and charges. The late payment fee shall not be considered an interest charge, finance charge, or penalty. You can avoid any late payment fees by paying your monthly bill on time.

(g) Billing errors. Subject to applicable law, you must notify us of any billing errors or other requests for refund within 60 days of the date on the bill.

(h) Credit inquiries. You authorize Crocker to make inquiries and to receive information about your credit experience from others, to enter this information in your file, and to disclose this information concerning you to appropriate third parties for reasonable business purposes.

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(i) Returned checks, nonpayment, collection. You agree that Crocker may electronically debit your account for both the face amount of your check, and a returned check fee if your check is returned unpaid. In the event of nonpayment, Crocker reserves the right to disconnect your Services at any time, with or without notice. You agree that if Crocker incurs collection or other legal costs as a result of nonpayment, you will be liable for the total past due amount and any returned check fees, but also for collection and attorneys' fees as well as court costs upon judgment. Further, in order to resume Services, you must pay the past due charges in full in addition to a reconnect fee and one month's service charges in advance.

3. Acceptable use.

(a) Unless you subscribe to a plan that expressly permits otherwise, you agree to use the Services for a single business use or in a private residence; you agree to not resell the service to customers or guests.

(b) You agree that use of the Services is governed by BroadbandBI's Acceptable Use Policy and that you will abide by the Acceptable Use Policy. The Acceptable Use Policy may be found on the BroadbandBI website at www.BroadbandBI.com.

(c) Hospitality product offerings from BroadbandBI allow for the resale of service to customers and guests during the normal tourist season. If your hospitality business remains active throughout the year you will need to subscribe to the hospitality products the whole year and will not be able to reduce to the off-season rate.

4. No resale. Unless you subscribe to a plan that expressly permits otherwise, you agree and represent that you are buying the Services for your own personal use only and that you will not resell or permit another to resell the Services. You agree that all of your use of the Crocker Equipment and the Network Equipment installed at your premises will be used in accordance with this Agreement and you agree that you will ensure that all uses of the Crocker Equipment, Network Equipment and Services installed at your premises are legal and appropriate.

5. Equipment, software and marks.

(a) Equipment. You acknowledge that Town of New Shoreham -installed equipment and facilities, along with any equipment leased to you for your Internet services (collectively, including all associated software, the "Equipment"), is for your exclusive use during your subscription and remains the property of the Town of New Shoreham. Similarly, you acknowledge that Crocker -installed equipment and facilities, along with any equipment leased to you for your Internet services (collectively, including all associated software, the "Equipment"), is for your exclusive use during your subscription and remains the property of Crocker.

You agree that if you or the Town of New Shoreham (the "Town") terminate the Services for any reason, the Equipment must be returned to its owner (Crocker or the Town) within 30 days of termination in proper, undamaged working order other than reasonable wear and tear.

(b) Firmware and software. The Services and Equipment, including any firmware or software that may be embedded in the Equipment or used to provide the Services, are protected by patent, trademark, copyright, and/or other intellectual property laws and international treaty provisions. You are granted a revocable license to use such firmware and software in object code form (without making any modification thereto) strictly in accordance with this Agreement. This license will commence upon your acceptance of the relevant Services and will terminate immediately upon the termination of the Services for any reason. New Shoreham, Crocker, and their licensors retain all rights and interests in and to any such software or firmware. You acknowledge and understand that you are not granted any other license to use the firmware or software used to provide the Services. You expressly agree that you will use the Equipment exclusively in connection with the Services.

(c) Export laws. You expressly agree to comply with all applicable export and re-export laws, including but not limited to the Export Administration Act, the Arms Export Control Act, and their implementing regulations. You further expressly agree not to use the Services in any way that violates any provision of these export and re-export laws or their implementing regulations.

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(d) Protection of Services information and marks. All Services information, documents, and materials on our websites are protected by trademark, copyright or other intellectual property laws, and international treaty provisions. All websites, corporate names, service marks, trademarks, trade names, logos, and domain names (collectively "marks") of Crocker are and shall remain the exclusive property of Crocker. Nothing in this Agreement shall grant you the right or license to use any of the marks.

(e) Maintenance of Town Equipment. You agree to allow us the rights to send software and/or downloads to Town owned and Crocker owned Equipment and install, configure, maintain, inspect and upgrade the Town owned and Crocker owned Equipment.

6. Damage to or failure to return Town or Crocker Equipment. In the event Town or Crocker Equipment is lost, stolen, damaged, destroyed, or otherwise not returned promptly to its owner (the Town or Crocker, as the case may be), you agree to pay the current replacement cost of the Equipment. We suggest that the Equipment in your possession be covered by your homeowners, renters, or other insurance policy. You understand that failure to pay the replacement charge will result in the matter being turned over to a collection agency and attorneys to pursue legal action.

7. Unauthorized use of Equipment or Services. Unauthorized use of the Equipment or Services constitutes a violation of federal and state law and a breach of this Agreement. You will be liable for all unauthorized use of the Services and for any and all stolen Services. You agree to notify us immediately in writing or by calling our customer service line during normal business hours if you become aware at any time that the Equipment has been stolen or that your Services are being stolen or used without your authorization. If you fail to notify us in a timely manner, your Services may be terminated without notice, with additional charges to you.

8. Customer equipment

(a) Specifications. Any customer-owned or provided equipment that you use in connection with the Services ("Customer Equipment") must meet Crocker and the Town's current minimum technical and other requirements. The requirements may be revised by us from time to time.

(b) No Warranty. If you install or use Customer Equipment in connection with the Services that does not meet the minimum technical or other requirements described above (a "Non-Recommended Configuration"), you agree that you will not be entitled to customer support relating to any issues other than the quality of the signal delivered to the Customer Equipment. NEITHER CROCKER OR ANY OF ITS OWNERS, OFFICERS, DIRECTORS, EMPLOYEES, AFFILIATES, THEIR AGENTS, OR ASSOCIATED PARTIES, NOR THE TOWN OR ANY OF ITS OFFICIALS, REPRESENTATIVES, EMPLOYEES, AFFILIATES, THEIR AGENTS, OR ASSOCIATED PARTIES ("collectively, the TOWN PARTIES") WARRANT THAT CUSTOMER EQUIPMENT WILL ENABLE YOU TO SUCCESSFULLY INSTALL, ACCESS, OPERATE, OR USE THE SERVICES. YOU ACKNOWLEDGE THAT ANY SUCH INSTALLATION, ACCESS, OPERATION, OR USE COULD CAUSE DAMAGE TO CUSTOMER EQUIPMENT. NONE OF THE TOWN PARTIES SHALL HAVE ANY LIABILITY WHATSOEVER FOR ANY SUCH FAILURE OR DAMAGE, INCLUDING LACK OF INTERNET CONNECTION, 911/E911 OR DIALING ASSOCIATED WITH A SECURITY SYSTEM. For purposes of this Agreement, "affiliate" means any entity that controls, is controlled by, or is under common control by or with Crocker or the Town. The foregoing limitation of liability is in addition to and shall not limit any other limitation of liability set forth in this Agreement.

(c) Maintenance of Customer Equipment. Neither the Town nor Crocker shall have any obligation to provide, maintain, or service Customer Equipment. Customer Equipment is equipment installed in addition to or in lieu of the Town provided equipment and owned by the Customer.

9. Service and maintenance procedures. In the event of a problem with your Service, the Town Equipment, or the Crocker Equipment, you should contact Crocker customer service at 1-800-413-5463. Depending on the nature of the problem, we may at our option schedule an appointment for our Service Technician to visit your service location, home or business, usually by the next business day. You agree to cooperate by all reasonable means to

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allow a representative to inspect its facilities either inside or outside the place of attachment and to cooperate with all attempts to resolve a service or equipment problem. You agree that neither the Town nor Crocker is ~~not~~ obliged to service any Customer Equipment. In the event that it is determined that the problem was caused by Customer Equipment, Customer negligence, lack of knowledge, Customer software, Customer-installed wiring or hardware, Purchased Equipment not covered by its limited warranty, or any problem not caused by the Town Parties, you agree to pay for the service appointment and our reasonable charges for repair. In some cases, Crocker may decline to undertake the repair.

10. LIMITATION OF LIABILITY; INDEMNIFICATION; NO WARRANTIES

(a) No warranties. THE EQUIPMENT AND SERVICES ARE PROVIDED "AS IS," WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, EXCEPT FOR THE LIMITED WARRANTY FOR PURCHASED EQUIPMENT SET FORTH IN SECTION 8. NEITHER THE TOWN PARTIES NOR THEIR SERVICE PROVIDERS (AS DEFINED BELOW) WARRANT THAT THE EQUIPMENT OR THE SERVICES WILL MEET YOUR REQUIREMENTS, PROVIDE UNINTERRUPTED USE, OR OPERATE AS REQUIRED, WITHOUT DELAY, OR WITHOUT ERROR, OR THAT THEY WILL NOT INTERFERE WITH OTHER THIRD-PARTY EQUIPMENT OR SERVICES. NEITHER THE TOWN PARTIES NOR THEIR SERVICE PROVIDERS WARRANT THAT ANY AND ALL COMMUNICATIONS WILL BE TRANSMITTED COMPLETELY OR 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. NEITHER THE TOWN PARTIES NOR THEIR SERVICE PROVIDERS WARRANT, OR SHALL BE RESPONSIBLE IN ANY REGARD, FOR ANY MERCHANDISE OR SERVICES ORDERED THROUGH THE SERVICES OF OR FROM THIRD PARTIES OR OTHER COMMERCIAL TRANSACTIONS WITH THIRD PARTIES. CUSTOMER SHALL BE RESPONSIBLE FOR ALL SUCH CHARGES AND SHALL INDEMNIFY THE TOWN PARTIES FOR ALL LIABILITY IN CONNECTION THEREWITH.

(b) Limitations on liability for malfunctions and intellectual property claims. EXCEPT AS SPECIFICALLY PROVIDED IN THIS AGREEMENT, UNDER NO CIRCUMSTANCE AND UNDER NO LEGAL THEORY (INCLUDING BUT NOT LIMITED TO TORT, CONTRACT, OR OTHERWISE), SHALL THE TOWN PARTIES OR THEIR SERVICE PROVIDERS HAVE ANY LIABILITY TO YOU OR TO ANY PERSON OR ENTITY FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, TREBLE, PUNITIVE, EXEMPLARY, OR CONSEQUENTIAL LOSSES OR DAMAGES, INCLUDING BUT NOT LIMITED TO LOSS OF PROFITS, LOSS OF EARNINGS, LOSS OF BUSINESS OPPORTUNITIES, OR PERSONAL INJURIES (INCLUDING DEATH), RESULTING DIRECTLY OR INDIRECTLY OUT OF, OR OTHERWISE ARISING IN CONNECTION WITH, THE INSTALLATION, SELF-INSTALLATION, MAINTENANCE, FAILURE, REMOVAL, OR USE OF THE SERVICES, INCLUDING LOSS OF INTERNET CONNECTION, LACK OF 911/E911 OR DIALING ASSOCIATED WITH A SECURITY SYSTEM, OR THE USE OR ATTEMPTED USE OF OR CUSTOMER'S RELIANCE ON OR USE OF THE TOWN EQUIPMENT OR CROCKER EQUIPMENT, PURCHASED EQUIPMENT, OR THE SERVICES, INCLUDING BUT NOT LIMITED TO ANY MISTAKES, OMISSIONS, INTERRUPTIONS, FAILURES OR MALFUNCTION, ERRORS, DEFECTS, DELAYS IN OPERATION, DELAYS IN TRANSMISSION, LOSS OF INFORMATION OR DATA, OR FAILURE OF PERFORMANCE OF THE EQUIPMENT OR SERVICES. IN NO CIRCUMSTANCE AND UNDER NO LEGAL THEORY (INCLUDING BUT NOT LIMITED TO TORT, CONTRACT, OR OTHERWISE), SHALL THE TOWN PARTIES OR THEIR SERVICE PROVIDERS HAVE ANY LIABILITY TO YOU OR TO ANY PERSON OR ENTITY FOR ANY LOSSES, CLAIMS, DAMAGES, EXPENSES, LIABILITIES, OR COSTS (INCLUDING LEGAL FEES) RESULTING DIRECTLY OR INDIRECTLY OUT OF, OR OTHERWISE ARISING IN CONNECTION WITH, ANY ALLEGATION, CLAIM, SUIT, OR OTHER PROCEEDING BASED UPON A CONTENTION THAT THE USE OF THE EQUIPMENT OR THE SERVICES BY CUSTOMER OR ANY OTHER PERSON OR ENTITY INFRINGES THE COPYRIGHT, PATENT, TRADEMARK, TRADE SECRET, CONFIDENTIALITY, PRIVACY, OR OTHER INTELLECTUAL PROPERTY RIGHTS, OR CONTRACTUAL RIGHTS OF ANY THIRD PARTY.

(c) Limitations on liability for directories and directory assistance.

THE LIMITATIONS IN THIS SECTION 10(c) SHALL APPLY WHERE WE MAKE AVAILABLE A DIRECTORY LISTING OR PUBLICATION OPTION. IF (i) ANY PHONE NUMBER FOR WHICH YOU HAVE REQUESTED UNLISTED STATUS IS PUBLISHED IN ANY ELECTRONIC OR PRINTED DIRECTORY; (ii) ANY PHONE NUMBER FOR WHICH YOU HAVE REQUESTED NONPUBLISHED STATUS IS INCLUDED IN ANY DIRECTORY, ANY DIRECTORY ASSISTANCE DATABASE, OR IS OTHERWISE DISCLOSED TO ANY UNAUTHORIZED PERSON; (iii) ANY PHONE NUMBER WHICH YOU REQUESTED BE PUBLISHED OR LISTED IN ANY DIRECTORY OR DIRECTORY ASSISTANCE DATABASE IS NOT SO PUBLISHED OR LISTED, OR (iv) ANY PUBLISHED OR LISTED PHONE NUMBER CONTAINS MATERIAL ERRORS OR OMISSIONS, THEN THE TOTAL LIABILITY OF THE TOWN PARTIES AND THEIR SERVICE PROVIDERS IN CONNECTION WITH THE DESCRIBED ERROR OR OMISSION SHALL NOT IN THE AGGREGATE EXCEED THE MONTHLY CHARGES, IF ANY, WHICH YOU HAVE ACTUALLY PAID TO THE TOWN OR CROCKER TO LIST OR NOT TO LIST OR TO PUBLISH OR NOT PUBLISH THE NUMBER FOR THE AFFECTED PERIOD. YOU SHALL HOLD THE TOWN PARTIES AND THEIR SERVICE PROVIDERS HARMLESS AGAINST ANY AND ALL CLAIMS FOR DAMAGES CAUSED OR CLAIMED TO HAVE BEEN CAUSED, DIRECTLY OR INDIRECTLY, BY THE ERRORS AND OMISSIONS DESCRIBED ABOVE.

(d) Limitations on Crocker's Liability for Customer Equipment and software.

Customer Equipment may be damaged or suffer service outages because of the installation, use, inspection, maintenance, repair, and removal of the Equipment and the Services. Except for gross negligence or willful misconduct by us, none of the Town Parties 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 Crocker, we shall pay at our sole discretion for the repair or replacement of the damaged parts. This shall be your sole remedy relating to such activity. Use of certain features of the Services, such as integrated messaging (where available), may require special software, applications, or access to web portals. The Town Parties make no representation or warranty that any software or application installed on your computers or web portal does not contain a virus or other harmful feature. It is your sole responsibility to take appropriate precautions to protect any computer and other hardware of yours from damage to its software, files, and data as a result of any such virus or other harmful feature. We are not required to provide you with any assistance in removal of viruses. If we decide, in our sole discretion, to install or run virus check software on your computer, we make no representation or warranty that the virus check software will detect or correct any or all viruses. You acknowledge that you may incur additional charges for any service call made or required on account of any problem related to a virus or other harmful feature detected on your system. NEITHER THE TOWN PARTIES NOR ITS SERVICE PROVIDERS SHALL HAVE ANY LIABILITY WHATSOEVER FOR ANY DAMAGE TO OR LOSS OF ANY HARDWARE, SOFTWARE, FILES, OR DATA RESULTING FROM A VIRUS, ANY OTHER HARMFUL FEATURE, OR FROM ANY ATTEMPT TO REMOVE IT.

The Town Parties do not represent, warrant, or covenant that the installation of the special software or applications described in the preceding paragraph or access to our web portals will not cause the loss of files or disrupt the normal operations of any Customer Equipment, including but not limited to your computer. FOR THESE AND OTHER REASONS, YOU ACKNOWLEDGE AND UNDERSTAND THE IMPORTANCE OF BACKING UP ALL FILES TO ANOTHER STORAGE MECHANISM PRIOR TO SUCH ACTIVITIES. YOU UNDERSTAND AND ACCEPT THE RISKS IF YOU DECIDE NOT TO BACK UP FILES. NEITHER THE TOWN PARTIES NOR ITS SERVICE PROVIDERS SHALL HAVE ANY LIABILITY WHATSOEVER FOR ANY DAMAGE TO OR LOSS OF ANY SOFTWARE, FILES, OR DATA.

CERTAIN CONTENT MAY BE OBJECTIONABLE OR UNSUITABLE FOR MINORS. YOU ARE RESPONSIBLE FOR AND MUST EXERCISE YOUR OWN DISCRETION WHEN ALLOWING MINORS TO USE THE SERVICES.

(e) Limitations on Crocker's liability for third parties. Notwithstanding anything to the contrary in this Agreement, you acknowledge and understand that we may use third parties to provide components of the Services, including without limitation their services, equipment, and infrastructure ("Service Providers"). The Town Parties are not responsible for the performance or non-performance of third-party services, equipment, or infrastructure,

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whether or not they constitute components of the Services. The Town Parties shall not be bound by any undertaking, representation, or warranty made by an agent or employee of the Town Parties or of our Service Providers in connection with the installation, maintenance, or provision of the Services, if that undertaking, representation, or warranty is inconsistent with the terms of this Agreement. The limitations of liability set forth in this Section 10 apply to any acts, omissions, and negligence of the Town Parties and their Service Providers which, but for that provision, would give rise to a cause of action in contract, tort, or any other legal doctrine.

(f) Customer's Indemnification of Town Parties. EXCEPT AS OTHERWISE EXPRESSLY SET FORTH IN THIS AGREEMENT, YOU AGREE TO DEFEND, INDEMNIFY, AND HOLD THE TOWN PARTIES AND THEIR SERVICE PROVIDERS, HARMLESS FROM CLAIMS OR DAMAGES RELATING TO OR ARISING OUT OF YOUR BREACH OF THIS AGREEMENT OR YOUR AND YOUR USERS' USE OF THE SERVICES OR ANY TOWN EQUIPMENT OR CROCKER EQUIPMENT, INCLUDING BUT NOT LIMITED TO ANY CLAIMS OR DAMAGES ARISING OUT OF (i) POSTINGS MADE USING YOUR INTERNET SERVICES, INCLUDING FOR DEFAMATION, COPYRIGHT, TRADEMARK OR OTHER PROPRIETARY RIGHT INFRINGEMENT OR OTHERWISE; OR (ii) THE LACK OF 911/E911 OR DIALING ASSOCIATED WITH A SECURITY SYSTEM. YOU AGREE THAT THE TOWN PARTIES SHALL NOT BE RESPONSIBLE FOR ANY THIRD-PARTY CLAIMS AGAINST US THAT ARISE FROM YOUR USE OF THE SERVICES OR THE TOWN EQUIPMENT OR THE CROCKER EQUIPMENT. FURTHER, YOU AGREE TO REIMBURSE US FOR ALL COSTS AND EXPENSES RELATED TO THE DEFENSE OF ANY SUCH CLAIMS. Customer has been informed and acknowledges that Crocker complies with the requirements of 47 CFR section 9.

Subscriber agrees that it, he, she, they shall indemnify, defend and hold harmless the Town Parties and their affiliates, employees, officers, directors and shareholders from and against any and all Claims that arise out of bodily injury to or death of any person, or damage to, or destruction or loss of, tangible, real and/or personal property of any person, Subscriber, Customer, family member, irrespective of the cause of such bodily injury or death of any person, damage, destruction or loss of personal property, in connection with this Agreement.

(g) Service interruptions due to technical malfunctions and force majeure events. In the event of complete failure of a Service due to technical malfunction for 24 consecutive hours or more, you are entitled to a prorated credit upon request. To qualify for a credit, you must request it within 30 days of the failure. THE FOREGOING IS YOUR SOLE REMEDY FOR A SERVICE INTERRUPTION. YOU UNDERSTAND AND ACKNOWLEDGE THAT THERE MAY BE INTERRUPTIONS OF THE SERVICES DUE TO ACTS OF GOD, WAR, WEATHER, PANDEMIC, POWER FAILURES, EQUIPMENT FAILURES, OR OTHER SIMILAR EVENTS BEYOND THE CONTROL OF THE TOWN OR CROCKER. NONE OF THE TOWN PARTIES OR THEIR SERVICE PROVIDERS SHALL HAVE ANY LIABILITY, INCLUDING AS SET FORTH IN THIS SECTION 10(g), FOR INTERRUPTIONS OF SERVICE DUE TO CIRCUMSTANCES BEYOND THEIR CONTROL, OR FOR CLAIMS OR DAMAGES ARISING FROM SUCH INTERRUPTIONS.

(h) Customer's Sole Remedies. Your sole and exclusive remedies under this Agreement are as expressly set forth in this Agreement. If any of the above exclusions are found invalid, the liability of the Town Parties and their Service Providers is limited to the maximum extent permitted by law.

11. Crocker's access to customer's premises. From time to time, Crocker may need to enter the premises at which you will use the Services ("Premises") in order to install, maintain, inspect, repair, and remove the Equipment or Services. Accordingly, you authorize Crocker and its employees, agents, contractors, and representatives to enter the Premises as necessary, at a time agreeable to you and us. You warrant either that you are the owner of the Premises, or if you are a tenant, that you have the authority to allow us access to the Premises. If you are not the owner of the Premises, you agree to supply us, if we ask, the owner's name and address, evidence that the owner has authorized you to grant access to the Premises, and written consent from the owner.

12. Security Deposits. You agree that we may require a Security Deposit as a condition of service at any time, at our sole discretion based upon your payment and credit history. If you have made arrangements to have a security deposit on file with Crocker, you agree to relinquish those funds if you fail to return any piece of Equipment. You

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also agree that your deposit may be applied to any outstanding charges at the time of termination of the Services. If your Services with Crocker are terminated by either party, you agree to settle any other outstanding charges within 10 business days of termination.

13. Pricing. You can find more information about pricing for the Services by calling Crocker or visiting www.BroadbandBI.com (or at an alternate site if we so notify you). Pricing of Services may change from time to time. THIS AGREEMENT INCORPORATES BY REFERENCE THE PRICING INCLUDED IN CROCKER'S THEN-CURRENT PRICING LISTS.

14. Privacy. Your privacy interests, including your ability to limit disclosure of certain information to third parties, are safeguarded by provisions of the Cable Communication Policy Act of 1984, as amended, the Communications Act of 1934, as amended, and other state and federal laws. Your rights under the foregoing law, and Crocker's privacy practices, are described in Crocker's Legal Notices and Privacy Policy at www.crocker.com and in the Subscriber Privacy Notice delivered to you and incorporated herein by reference. Crocker reserves the rights to change its privacy practices from time to time.

15. ARBITRATION

(a) Arbitration Provision

BY AGREEING TO THE AGREEMENT, YOU AGREE THAT YOU ARE REQUIRED TO RESOLVE ANY CLAIM THAT YOU MAY HAVE AGAINST THE TOWN PARTIES ON AN INDIVIDUAL BASIS IN ARBITRATION, AS SET FORTH IN THIS ARBITRATION PROVISION. THIS WILL PRECLUDE YOU FROM BRINGING ANY CLASS, COLLECTIVE, OR REPRESENTATIVE ACTION AGAINST THE TOWN PARTIES, AND ALSO PRECLUDE YOU FROM PARTICIPATING IN OR RECOVERING RELIEF UNDER ANY CURRENT OR FUTURE CLASS, COLLECTIVE, CONSOLIDATED, OR REPRESENTATIVE ACTION BROUGHT AGAINST THE TOWN PARTIES BY SOMEONE ELSE. THE ABOVE NOTWITHSTANDING, THIS ARBITRATION PROVISION IS NULL AND VOID IF MULTIPLE ARBITRATIONS ARE FILED THAT ARE VIRTUALLY IDENTICAL IN THAT THEY ASSERT THE SAME CLAIMS AND/OR SEEK IDENTICAL FORMS OF RELIEF.

(b) Binding Arbitration

YOU AND THE TOWN PARTIES AGREE THAT ANY DISPUTE, CLAIM, OR CONTROVERSY - REGARDLESS OF WHEN THE DISPUTE, CLAIM, OR CONTROVERSY AROSE - ARISING OUT OF OR RELATING TO (i) ANY PART OF THE AGREEMENT, OR THE EXISTENCE, BREACH, TERMINATION, ENFORCEMENT, INTERPRETATION OR VALIDITY THEREOF, OR (ii) YOUR ACCESS TO OR USE OF THE SERVICES AT ANY TIME, WILL BE SETTLED BY BINDING ARBITRATION BETWEEN YOU AND THE TOWN PARTIES, AND NOT IN A COURT OF LAW IN ANY JURISDICTION. SUCH DISPUTE SHALL BE SUBMITTED TO JAMS FOR ARBITRATION IN THE COUNTY OF YOUR BILLING ADDRESS (OR SUCH OTHER LOCATION AS YOU AND THE TOWN PARTIES OTHERWISE MUTUALLY AGREE) AND SHALL BE BEFORE ONE ARBITRATOR. THE ARBITRATION SHALL BE ADMINISTERED BY JAMS PURSUANT TO ITS COMPREHENSIVE ARBITRATION RULES AND PROCEDURES, ONLY AS MODIFIED BY THESE TERMS.

The parties agree that the arbitrator ("Arbitrator"), and not any federal, state, or local court or agency, shall have exclusive authority to resolve any disputes relating to the interpretation, applicability, enforceability or formation of this Arbitration Provision, including any claim that all or any part of this Arbitration Provision is void or voidable. The Arbitrator shall also be responsible for determining all threshold arbitrability issues, including issues relating to whether the Agreement is unconscionable or illusory and any defense to arbitration, including waiver, delay, laches, or estoppel. You acknowledge and agree that you and the Town Parties are each waiving the right to a trial by jury or to participate as a plaintiff or class member in any purported class action or representative proceeding. Unless both you and the Town Parties agree in writing, any arbitration will be conducted only on an individual basis and not

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in a class, collective, consolidated, or representative proceeding. However, you and the Town Parties each retain the right to bring an individual action in small claims court and the right to seek injunctive or other equitable relief in a court of competent jurisdiction to prevent the actual or threatened infringement, misappropriation or violation of a party's copyright rights, trademarks, trade secrets, patents or other intellectual property rights.

(c) Rules and Governing Law

The arbitration will be administered by JAMS in accordance with the JAMS Comprehensive Rules and Procedures (the "JAMS Rules") then in effect, except as modified by this Arbitration Agreement. The JAMS Rules are available at <https://www.jamsadr.com/rules-comprehensive-arbitration/> or you may call JAMS at **1-800-352-5267**.

Notwithstanding any choice of law or other provision in the Agreement, the parties agree and acknowledge that this Arbitration Provision evidences a transaction involving interstate commerce and that the Federal Arbitration Act, 9 U.S.C. § 1 et seq. ("FAA"), will govern its interpretation and enforcement and proceedings pursuant thereto. It is the intent of the parties that the FAA and JAMS Rules shall preempt all state laws to the fullest extent permitted by law. If the FAA and JAMS Rules are found to not apply to any issue that arises under this Arbitration Provision or the enforcement thereof, then that issue shall be resolved under the laws of the state designated in section 19(e) below.

(d) Arbitration Process

A party who desires to initiate arbitration must provide the other party with a written Demand for Arbitration as specified in the JAMS Rules. You can contact JAMS for more information on how to commence an arbitration proceeding at <https://www.jamsadr.com/> or 1-800-352-5267.

We will advance, or reimburse you for, any reasonable filing, administration and arbitrator fees for any arbitration initiated in accordance with this Section. If the Town Parties prevail in the arbitration, both parties agree that they will share equally in the costs of arbitration. If the arbitrator determines that either the substance of the claim for relief sought in the demand for arbitration was frivolous or brought for an improper purpose as measured by Federal Rule of Civil Procedure 11(b), the Town Parties may, in their discretion, move to seek its costs of arbitration. The Town Parties will reimburse you for your reasonable attorneys' fees and costs if the arbitrator awards you an amount equal to or greater than the amount you have demanded in the arbitration.

(e) Arbitrator's Decision

The Arbitrator will render an award within the time frame specified in the JAMS Comprehensive Arbitration Rules and Procedures. Judgment on the award may be entered in any court having jurisdiction. This clause shall not preclude the parties from seeking provisional remedies in aid of arbitration from a court of competent jurisdiction. An arbitrator's decision shall be final and binding on all parties.

16. Representations and warranties of Customer. You represent and warrant that you are at least 18 years of age. You may, at your discretion, permit minors to use the Services under adult supervision. You are solely responsible for monitoring all material that is accessed by minors using your Services. You also represent and warrant that you have provided and will continue to provide to Crocker accurate, complete, and current customer information, including but not limited to your legal name, address, phone numbers, and payment data (including but not limited to credit card numbers and expiration dates). You agree that during the term of this Agreement you will promptly notify us if there is any change in the information that you have provided to us in accordance with the terms of this Agreement. If you fail to provide and maintain accurate information, you thereby breach this Agreement.

17. No Relationship between Crocker and other providers. Nothing in this Agreement will create any joint venture, joint employer, franchisor-franchisee, employer-employee, or principal-agent relationship between Crocker and any providers of content or of backbone, network, circuit, and other technology or communications; between Crocker and any software and other licensors; between Crocker and any hardware and equipment suppliers; or

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between Crocker and any other third-party providers of elements of the Services. Nor will anything in this Agreement impose upon any such companies any obligations for any losses, debts, or other obligations incurred by the other.

18. Termination

(a) Term. The term of this Agreement shall commence on the applicable Billing Commencement Date specified in Section 2(d) and shall continue thereafter until terminated as provided for in this Agreement. Service is provided on a month to month basis unless you agreed to a specified minimum term (such as at the time you placed your order), in which case you agree to maintain and pay for your Service for the duration of the specified minimum term.

(b) Termination by you. You may terminate the Services at any time by notifying Crocker during normal business hours via the contact information listed in Section 19(a) below. Your liability for service charges and other applicable fees and charges will continue until such notice is received and verified by Crocker. If you agreed to subscribe to the Services for a specified minimum period under a separate term agreement with Crocker, the first two sentences of this Section 18(b) shall not apply until the specified period under the term agreement has expired, further, early termination charges may apply.

(c) Suspension and termination by Crocker. We may suspend your Services or terminate this Agreement for any reason. If we suspend your Services or terminate this Agreement because you failed to comply in full with any term of this Agreement, we may do so at any time upon 7 days' notice, or upon less than 7 days' notice or without notice where permitted by this Agreement. If we suspend Service or terminate this Agreement for any other reason, we must first give you 30 days' notice. You understand and acknowledge that all Crocker Phone Services, including 911/E911, will be disabled because of termination of your account.

(d) Your obligations upon suspension or termination. You agree that upon suspension of Services or termination of this Agreement you will (i) immediately cease use of the Services and all Equipment; (ii) pay in full for your use of the Services, including any applicable fees and charges, and the Equipment; and (iii) return the Crocker Equipment and the Town Equipment to Crocker or the Town, by any method reasonably requested by us, within 10 days after termination of the Agreement. Upon our request, you will permit us and our employees, agents, contractors, and representatives to access your premises during regular business hours to remove the Town or Crocker Equipment and other material provided by Crocker or the Town. We will conduct this removal at a time agreed on by you and us, and you will ensure that all Crocker or Town Equipment is returned to its rightful owner. You may be responsible for paying an equipment return charge and any previously agreed to charges if Crocker must come to the Premises to recover the Town Equipment or Crocker Equipment. If the Crocker or the Town incurs collection or legal costs as a result of your failure to comply with this Section 18(d), you will be liable for not only the value of the Town or Crocker Equipment, but also for collection and attorneys' fees as well as court costs upon judgment.

(e) Reconnection. If Crocker suspends or terminates a Service for nonpayment or other violation of this Agreement, you will be required, in addition to payment of all overdue balances and other applicable charges, to pay a reconnect charge or trip charge (where applicable) before reconnection. This charge may be reduced if the prior suspension or termination did not involve a visit by a Crocker employee or agent to a location at or adjacent to your premises to attempt to physically disconnect Service or facilities. Reactivation of Services is subject to the terms of this Agreement, applicable law and our credit policies. Reconnection of Services may take up to 72 hours (or longer).

(f) Deletion of Customer information. Crocker and its Service Providers reserve the right both during the term of this Agreement and upon its termination to delete your voicemail, data, files, or other Customer information that is stored on Crocker's or its Service Providers' servers or systems, in accordance with our storage policies. You understand and acknowledge that we shall have no liability whatsoever as a result of the loss or removal of any such voicemail, data, files, or other Customer information.

(g) Subject to restrictions under applicable law, if any, you shall be responsible for the full monthly charges (without pro-ration) for those Services that are offered on a monthly subscription basis to which you are subscribed,

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regardless of your termination of such monthly Services prior to the conclusion of the respective subscription month. Notwithstanding the foregoing, pro-ration of monthly charges shall be permitted with regard to: any active military persons who need to disconnect because of a deployment.

19. Miscellaneous

(a) How to Contact Us. For any inquiries or notices required in connection with this Agreement, you may contact us (i) via the support request form or live chat at www.crocker.com (ii) in writing at Customer Service Crocker, 101 Munson St., Greenfield, MA 01301 or (iii) on our customer service line at 1-800-413-5463 during normal business hours.

(b) How you will receive notices. Crocker may deliver this Agreement, updates to this Agreement, its pricing lists, or any other communications to you by sending it to you via U.S. Mail or overnight mail at your address of record or delivering it by hand. If we give you notice, it will be considered given when deposited in the U.S. Mail or with an overnight carrier, addressed to you at your billing address or hand-delivered to you. Our notice to you will also be effective if provided on your billing statement or by telephone, or on your Crocker email account or at any email address that you provide to us. If you are a Crocker Phone or Internet customer, we may also provide you notice by posting it at www.BroadbandBI.com (or an alternative site if we so notify you). Because we may from time to time notify you about important information regarding the Services, this Agreement, and related matters, you agree to check your mail, email and all postings on our website regularly and bear the risk of failing to do so. If you give notice to us, it will be deemed given when received by us at the address listed above in Section 19(a).

(c) Entire agreement. This Agreement, along with any term agreement for Services, pricing lists and additional terms found at www.BroadbandBI.com, and Crocker's Acceptable Use Policy and Subscriber Privacy Notice (all of which are incorporated herein by reference), constitutes the entire agreement of the parties with respect to the subject matter hereof, and supersedes all previous written or oral agreements between the parties with respect to such subject matter; provided that any other special pricing agreement, or term agreement relating to Customer's Services with Crocker shall remain in full force and effect.

(d) Acceptance of, use of, or payment for Services are acceptance of Agreement. When you enroll in, use or pay for the Services, you agree to the prices, terms and conditions in this Agreement and you agree to the Additional Terms and Conditions applicable to Crocker High Speed Internet Services and you agree to the Crocker Service Level Agreement located at www.BroadbandBI.com.

(e) Governing law. This Agreement shall be construed in accordance with the laws of the State of Rhode Island, where the Services are performed (without giving effect to conflicts of law). If any portion of this Agreement is found to be unenforceable or unlawful for any reason, (1) the unenforceable or unlawful provision shall be severed and the remainder of the Agreement shall remain in full force and effect; (2) severance of the unenforceable or unlawful provision shall have no impact whatsoever on the remainder of the Arbitration Provision or the parties' ability to compel arbitration of any remaining claims on an individual basis pursuant to the Arbitration Provision; and (3) to the extent that any claims must therefore proceed on a class, collective, consolidated, or representative basis, such claims must be litigated in a civil court of competent jurisdiction and not in arbitration, and the parties agree that litigation of those claims shall be stayed pending the outcome of any individual claims in arbitration. No waiver by either party of any breach or default shall be deemed to be a waiver of any preceding or subsequent breach or default.

(f) Assignment. Crocker may assign its rights and obligations under this Agreement, without notice, to (i) any affiliate of Crocker; (ii) to any party (or its affiliate) acquiring all or substantially all of the assets or stock, by merger, or otherwise, of Crocker or any affiliate of Crocker; or (iii) to any person or entity purchasing or otherwise acquiring the affiliated Crocker system serving the Premises. You may not assign or transfer this Agreement without Crocker's prior consent.

(g) Survival of limitations. All representations, warranties, disclaimers, indemnifications, and limitations of liability contained in this Agreement shall survive the termination of this Agreement; any other obligations of the

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parties hereunder shall also survive, if they relate to the period before termination or if, by their terms, they would be expected to survive such termination.

(h) Crocker rights and remedies. Nothing contained in this Agreement shall be construed to limit Crocker's rights and remedies available at law or in equity. Crocker's failure to assert a right under this Agreement or enforce strict performance of any provision of this Agreement shall not constitute a waiver of that right or excuse a similar subsequent failure to perform any such term or condition by you.

Subscriber is signing below and agrees to be bound by the terms of this agreement, as of the date written below.

Name: _____

Address: _____

Phone: _____

Date: _____

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Terms and Conditions of Use

Crocker Communications, Inc.

Internet Services

TERMS AND CONDITIONS APPLICABLE TO CROCKER HIGH-SPEED INTERNET SERVICES

1. **General.** You are responsible for all Internet activity and bandwidth usage originating from your or others' use of your Services, including under any screen name or password. You agree to ensure that all use of your Services complies fully with this Agreement. You are solely responsible for protecting the confidentiality of your screen names, passwords, PINs, parental controls, and other security measures, and the Town Parties (as defined in the Subscriber Agreement) shall have no liability for your failure to do so.

2. Equipment and software

Monthly charges. The monthly charge for the Services may include (i) rental of a ONT if applicable, to be installed at your Premises to permit connection of a PC to the Services, and (ii) rental of a license for the computer software licensed for the limited use described in this Agreement by Crocker to you to enable you to access the Services, as described in Section 5(b). If software is installed on more than one PC, additional charges may apply. Additional charges may also apply for transactions, purchases, or access to other services.

3. **Acceptable use.** Your use of the Services is also subject to Crocker's Acceptable Use Policy, located at www.BroadbandBI.com, which is incorporated herein by reference.

4. **Postings.** You hereby grant to Crocker the right to edit, copy, remove, publish and distribute any material made available on the Services by anyone using your Services (including postings to chat services, forums and bulletin boards on the Services) at any time for any reason.

5. **Subscriber lists.** You give Crocker consent to use, distribute, transfer, loan, or otherwise share with other persons or entities user lists as well as aggregate information, but not contrary to any applicable laws or Crocker's Subscriber Privacy Policy. Aggregate information includes demographic data, usage patterns, preferences, survey data, or other descriptive information which does not disclose the identity of any particular user. A copy of Crocker's Subscriber Privacy Policy may be found at www.BroadbandBI.com.

6. **Tiering.** The Services are offered on a tiered basis. For Internet Service, each tier has limits on the maximum throughput rate at which customers should expect to be able to send and receive data at any time. You agree that Crocker may change these and other applicable limits or terms of any tiers by amending the prices, aspects and features of the Service set forth at www.BroadbandBI.com. Your continued use of the Service will constitute acceptance of any new and revised limits and terms. You further agree that Crocker has the right to monitor your usage patterns to facilitate the provision of the Services and to ensure your compliance with this Agreement and any additional terms of use found at www.BroadbandBI.com. Crocker may take such steps as it determines appropriate in the event that your usage of the Services does not comply with the applicable Subscription Agreement, these terms and conditions or any additional terms of use found at www.BroadbandBI.com. For (high speed) internet services Crocker does not currently impose any data usage allowances on Internet services but reserves the right to do so in the future by providing a minimum of 30 days' prior notice.

7. **Service Speeds and Availability.** Availability varies and speeds shown may not be available at all service addresses. Speed ranges shown are expressed as "up to" to represent network capabilities between customer location and the network. Most customers can expect to receive a stable speed within the range of the product purchased as allowed by the quality and capability of the connection; however, actual speeds experienced by

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customers vary and are not guaranteed. Some customers may receive lower than the indicated speed range. Speeds vary due to various factors, including but not limited to distance from switching locations, network equipment, delivery technology, and external/internal network conditions. Speed tests may produce inconsistent results due to various factors, including the speed test program or website used, the number of devices connected to the customer's ONT and whether the speed test is conducted over Wi-Fi.

8. **Monitoring.** Crocker shall have the right, but not the obligation, to monitor the content of the Services, including chat rooms, bulletin boards and forums, in order to determine compliance with all applicable policies and agreements and any operating rules established by Crocker. Crocker shall have the right in its sole discretion to edit, refuse to post or remove any material submitted to or posted on the Service. Without limiting the foregoing, Crocker shall have the right to remove any material that Crocker, in its sole discretion, finds to be in violation of the provisions hereof or any operating rules established by Crocker hereafter, or otherwise to be objectionable (including indecent or obscene words or material; obstructive or disruptive communications; epithets and the like). Under no circumstances, however, does Crocker undertake any obligation to review or determine the acceptability or accuracy of any customer postings.

CROCKER COMMUNICATIONS, INC. INTERNET SERVICE AGREEMENT

Crocker Communications, Inc. on behalf of itself and its affiliates and subsidiaries authorized to provide the services set forth herein ("Crocker") will provide its Internet access service (the "Internet Service") to You ("Subscriber") in accordance with these terms and conditions, which terms and conditions incorporate and include the Acceptable Use Policy ("AUP"), and the Crocker Privacy Policy, as they may be changed from time to time (collectively, the "Terms of Service"), all of which may be found at www.crocker.com/internet-acceptable-use-policy/ and www.crocker.com/voip-hosted-pbx-acceptable-use-policy/ or www.BroadbandBI.com.

Subscriber's use of the Internet Service shall be deemed acknowledgment that Subscriber has read and agreed to this agreement and the applicable Terms of Service. Any user who does not agree to be bound by these terms should immediately stop their use of the Internet Service and notify Crocker Customer Service to terminate the account. Terms that are initially capitalized but not defined, will have the defined meaning given to them in the other documents referenced above. This is a binding legal document (the "Agreement"). Crocker regularly updates and amends its Terms of Service. Subscriber should consult www.BroadbandBI.com periodically to be sure Subscriber remains in compliance.

1. **Equipment:** To use the Internet Service, Subscriber must meet minimum computer, device, and system requirements as identified by Crocker.

a. **Computer Equipment and Town Equipment:** The personal computer or device that Subscriber uses to access the Internet Service must meet minimum configuration standards. Please refer to Crocker's System Requirements for the current specifications. The minimum configuration standards may change, and Crocker will make reasonable efforts to support previously acceptable configurations for as long as possible; however, Crocker is not obligated to continue to provide such support. The Town and Crocker may supply equipment such as ONTs, gateways, routers, or wireless cards, for a fee, to operate the Internet Service. Subscriber acknowledges that such equipment may require updates and/or changes to the software resident in the equipment and that Subscriber may be required to perform such updates and/or changes. Notwithstanding, Subscriber hereby authorizes Crocker to perform updates and/or changes, on-site or remotely from time to time as Crocker deems necessary, in Crocker's sole discretion.

Attachment D: Internet and Voice Subscriber Agreements

b. Crocker does not provide technical assistance for third-party hardware or software, including but not limited to home networks or gaming systems. Any questions concerning third-party hardware or software should be directed to the manufacturer of that product. Crocker is not responsible for the operation, interface or support, maintenance or repair of any equipment, software or services that Subscriber elects to use in connection with the Internet Service.

c. Subscriber will not connect any equipment, other than equipment authorized by the Town or Crocker, to the ONT outlet. Subscriber understands that failure to comply with this restriction may cause damage to the Crocker network and subject Subscriber to liability for damages and/or criminal prosecution. Subscriber may not alter, modify or tamper with the Town or Crocker Equipment or the Internet Service, or permit any other person, not authorized by Crocker, to do the same.

2. **Network Interface:** When Crocker installs the Internet Service, Subscriber will need a network interface card or adapter providing an Ethernet connection. Alternatively, subscriber may connect to a home networking device (commonly referred to as a router or gateway).

3. **Crocker Equipment, Town Equipment:** Subscriber may obtain equipment from Crocker, from the Town or may purchase equipment from a third party retailer. The minimum specifications for equipment to interface with Crocker's network, systems and services are as set forth at www.BroadbandBI.com . Crocker reserves the right to provide service only to users with Town or Crocker equipment. Subscriber must return equipment leased from Crocker at the end of the lease period.

4. **Software:** At the time of installation of the Internet Service, Crocker may provide Subscriber with common Crocker or third-party software (e.g., a browser and plug-ins) to enable and enhance the Internet Service. Crocker does not support third-party software. Any and all software provided by Crocker is the property of Crocker and/or its suppliers and licensors. Crocker hereby grants Subscriber a nonexclusive, nontransferable license to install and use on Subscriber's computers, devices, and/or system(s) the software for use solely in connection with the Internet Service. Subscriber's license to use any software provided by Crocker and its suppliers and licensors is contingent upon Subscriber's compliance with all use and other restrictions contained in this Agreement and the AUP. It is a material breach for Subscriber to copy, duplicate, reverse engineer or in any way modify, change, tamper with or interfere with any software provided to Subscriber by Crocker. Upon any termination or expiration of this Agreement or the disconnection of Subscriber's Internet Service, this license will terminate and Subscriber agrees to then destroy all copies of the software that were delivered to Subscriber (including by erasing and deleting the software from Subscriber's computer system). Subscriber hereby represents and warrants to Crocker that Subscriber owns the operating system software and associated use/license rights thereto for the computers that are connected to the Town network.

5. **Security:** Subscriber acknowledges and agrees that when using the Internet Service to access the Internet or any other online network or service, there are certain risks that may enable other Internet users to gain access to or use of Subscriber's equipment. Subscriber is responsible for taking and should take all appropriate security measures when using the Internet Service. Subscriber assumes sole responsibility for Subscriber's equipment used in conjunction with the Internet Service and for providing and configuring any "firewall" or security measures for use with the Internet Service to prevent damage from viruses, malware, or other similar malicious items, and Subscriber, not Crocker, shall be solely responsible in any manner for the effectiveness of these blocking and filtering technologies. Crocker does not warrant that others will be unable to gain access to Subscriber's computer(s) and/or data even if Subscriber utilizes blocking and filtering technologies, nor does Crocker warrant that the data or files will be free from computer viruses or other harmful components. Crocker has no responsibility

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and assumes no liability for the protections Subscriber may employ nor for any damages that may arise from accessing the Internet.

Subscriber shall not permit or enable any use of Subscriber's account or account passwords by any person not a member of Subscriber's household. Subscriber is responsible for any misuse of the Internet Service that occurs through Subscriber's account whether by a member of Subscriber's household or unauthorized third-party.

6. **Cookies:** Subscriber may access their Crocker e-mail account at mail.crocker.com or by using the user's software application. When accessing e-mail at mail.crocker.com Subscriber must have their browser configured to accept cookies. mail.crocker.com will notify the user if their browser is not configured to accept cookies.

7. **Monitoring the Internet Service and Privacy:** Crocker takes the protection of our Subscribers' privacy seriously. Crocker has no obligation to monitor content; however, Subscriber agrees that Crocker has the right to monitor the Internet Service (including but not limited to, content and Subscriber equipment as it may affect the Internet Service from time to time) in accordance with this Agreement, the AUP and Crocker's Privacy Policy. For content residing on Crocker's servers, Crocker reserves the right at all times and without notice to remove, restrict access to, or make unavailable, and to monitor, review, retain and/or disclose any content or other information in Crocker's possession about or related to Subscriber, Subscriber's use of the Internet Service or otherwise as necessary to satisfy any applicable law, or otherwise to preserve the security of the System or Crocker subscribers' information. For more information on Crocker's approach to Subscriber's privacy, please refer to the Crocker Privacy Policy at www.BroadbandBI.com and www.crocker.com

8. **Rights Infringement:** Subscriber will not use, or allow others to use, the Internet Service to send or receive, or otherwise use any information which infringes the patents, trademarks, copyrights, trade secrets or proprietary rights of any other person or entity. This includes, but is not limited to, digitization of music, movies, photographs or other copyrighted materials or software. Subscriber must obtain appropriate authorization from such other person or entity prior to sending, receiving or using such materials. Subscriber represents and warrants that Subscriber is and will be the author and copyright owner and/or an authorized licensee with respect to any hosted content, and Subscriber further represents and warrants that no hosted content violates or will violate the trademark, copyright, domain name or intellectual property rights of any third party. Crocker assumes no responsibility, and Subscriber assumes all risks regarding the determination of whether material is in the public domain or may otherwise be used for such purposes.

Crocker is registered under the Digital Millennium Copyright Act of 1998 (DMCA). Under the DMCA, copyright owners have the right to notify Crocker if they believe that a Crocker customer has infringed the copyright owner's work(s). If Crocker receives a notice from a copyright owner alleging that Subscriber has committed copyright infringement, Crocker will notify Subscriber of the alleged infringement. Crocker may determine that Subscriber is a repeat copyright infringer if Crocker learns that Subscriber has engaged in online copyright infringement on more than one occasion. Crocker reserves the right to suspend or terminate the accounts of repeat copyright infringers.

Crocker shall respond to all notices of alleged infringement that comply with the Digital Millennium Copyright Act (17 U.S.C. 512) by complying with the "notice and takedown" procedures set forth in the Act. This may include expeditiously removing or disabling access to the material that is claimed to be infringing or to be the subject of infringing activity. Crocker may, in its sole discretion, give an alleged infringer a reasonable opportunity to remove the infringing material itself. In addition, it is Crocker's policy in accordance with the DMCA and other applicable laws to reserve the right to terminate the Service provided to any Subscriber or user who is found to infringe third party copyright or other intellectual property rights. In such case Crocker may terminate the Service at any time with or without notice for any affected Subscriber or user.

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A Subscriber who believes a copyright infringement notice has been wrongly filed as a result of mistake or misidentification of the material may file a counter notification with Crocker. The counter notification shall provide the following information: a) Physical or electronic signature of the Subscriber; b) Identification of the material that has been removed or to which access has been disabled and the location at which the material appeared before it was removed or access to it disabled; c) A statement under penalty of perjury that the Subscriber has a good faith belief that the material was removed or disabled as a result of mistake or misidentification; d) The Subscriber's name, address, telephone number and email address, and a statement that the Subscriber consents to the jurisdiction of the local County Court, or if the Subscriber's address is outside of the United States, for the judicial district in which Crocker may be found, and that the Subscriber will accept service of process from Crocker.

9. **Term:** *Crocker Internet Service shall continue until such time as terminated by Subscriber or by the Town, which shall be effective upon notice, or terminated by Crocker for breach (including nonpayment) of this Agreement or a violation of the AUP, or otherwise terminated by Crocker in accordance with the General Terms and Conditions for Services. Crocker will not be responsible for the return of data stored on Crocker's servers, such as web and e-mail servers if Subscriber's account is suspended or terminated.*

10. **Disclaimer of Warranties and Limitation of Liability.**

a. **No Warranty:** *Subscriber agrees that Subscriber uses the Internet Service and any software and equipment supplied by Crocker at Subscriber's sole risk. The Internet Service, Town Equipment, and Crocker Equipment are provided on an "as-is basis" if applicable, without warranties of any kind including without limitation any warranties of title, non-infringement, fitness for a particular purpose and merchantability. Crocker does not warrant uninterrupted use of Internet Service. Crocker does not warrant that the Internet Service will be error-free or free of any viruses, worms, spam, pop-up advertising, spyware, adware, denial of service attacks or other harmful components, even if countermeasures have been deployed. Crocker does not warrant that any data or files Subscriber sends or receives via the Internet Service will be transmitted in uncorrupted form, within a reasonable time, or free from unauthorized access by others or that other users will be unable to gain access to Subscriber's computer. This includes, but is not limited to, incidents of file sharing, print sharing, or use of other means that enable internet users to gain access to Subscriber's equipment or to monitor Subscriber's activity and conduct while using the Internet Service.*

b. **Anti-Spam Software:** *Subscriber acknowledges and understands that Crocker utilizes anti-spam software and that such security technology is a feature of the Internet Service that may block incoming and outgoing electronic mail. Crocker does not warrant that such feature will block all unwanted mail/spam or that all mail that is blocked constitutes unwanted mail/ spam. Consistent with other statements set forth in this section, Crocker does not warrant that such feature will be error-free.*

c. **Security Software:** *In addition, in its sole discretion, Crocker may make available to Subscriber security software, such as anti-virus software, firewall software, "pop-up" advertising blocking software, parental control software, and anti-spyware or anti-adware software for Subscriber's use on Subscriber's computer system in conjunction with the Internet Service. Any such security software provided by Crocker to Subscriber is intended to provide only a minimal level of protection to Subscriber's computer system(s). Subscriber understands and agrees that Crocker and its third-party suppliers of any such security software do not guarantee its accuracy, efficacy or performance. Subscriber understands and agrees that Crocker and its third-party suppliers are not responsible for any damage to Subscriber's computer system(s) or the information stored on it that may result from the security software or its non-performance.*

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d. **Third Party Sites:** *When Subscriber uses the Internet Service and/or accesses Crocker web sites, Subscriber may encounter links allowing Subscriber to visit web sites operated or owned by third parties (“Third Party Site(s)”). Crocker provides these links as a convenience and they are not under the control or ownership of Crocker. The presence of a link to any Third Party Site is not an endorsement by Crocker of the Third Party Site, an acknowledgment of any affiliation with its operators or owners, or a warranty of any type regarding any information or offer on the Third Party Site. Subscriber’s use of any third party site is governed by the various legal agreements and policies posted at that web site.*

e. **Bandwidth.**

i. *Subscriber understands and agrees that Crocker does not guarantee that any particular amount of bandwidth on the Crocker network or that any speed or throughput of Subscriber’s connection to the Crocker network will be available to Subscriber. Subscriber understands and agrees that the speed of the Internet Service provided at Subscriber’s site will vary depending upon a number of factors, including Subscriber’s computer system(s) and associated equipment (e.g., Subscriber-sourced WiFi routers/access points, etc.), Internet traffic, and other factors such as system capacity limitations, governmental actions, events beyond Crocker’s control, and system failures, modifications, upgrades and repairs.*

ii. *Subscriber understands that Crocker may use various tools and techniques in order to efficiently manage its networks and to ensure compliance with Crocker’s AUP. Subscriber should reference Crocker’s AUP for additional details.*

iii. *Subscriber further understands and agrees that, to allocate bandwidth across all of its users, Crocker may employ reasonable network management techniques in its discretion which may or may not be identified in Crocker’s AUP .*

iv. *Subscriber’s sole and exclusive remedies under this Agreement are as set forth in this Agreement. Because some States do not allow the exclusion or limitation of implied warranties, some of the above exclusions may not apply to Subscriber.*

11. **Limitation of Liability/Exclusive Remedy:** *Crocker’s entire liability and Subscriber’s exclusive remedy with respect to the use of the Internet Service or its software and equipment, or any breach by Crocker of any obligation Crocker may have under this Agreement, shall be Subscriber’s ability to terminate the Internet Service or to obtain the replacement or repair of any defective software or equipment provided by Crocker to Subscriber. In addition, Crocker shall not be liable for damages for failure to furnish, or the degradation or interruption of, any services, for any lost data or content, identify theft, for any TV, monitor or screen burn-in, , monitor or screen wear, stuck pixels, phosphor burn, files or software damage, regardless of cause. Crocker shall not be liable for damage to property or for injury to any person arising from the installation, maintenance or removal of equipment, software, wiring or the provision of the Internet Service.*

12. **Mailbox Deactivation:** *Subscriber agrees that Crocker owns any and all mailboxes associated with the Internet Service and may reclaim such mailboxes at any time for any reason. Crocker may also limit the number of new email addresses available per account. Crocker may also limit the number of emails that can be sent within a 24 hour time period. Subscriber agrees that if Subscriber does not access a Crocker mailbox for a period of 270 days, Crocker may lock the mailbox and prohibit the mailbox from receiving new email messages. As long as the Subscriber remains subscribed to Crocker’s Internet service, the contents of the locked mailbox will not be deleted. Subscriber understands that upon disconnecting from Crocker’s Internet service, Crocker will suspend the account and delete the contents of the mailbox, if any, at that time.*

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13. **Mail Storage:** *In no event will Crocker be responsible for maintaining, and Crocker will not guarantee storage of, such electronic mail for any period of time. Crocker also reserves the right to enforce email storage limits.*

14. **Network Security and Management:** *Subscriber agrees that Crocker may block traffic to and from any source, including, without limitation, the deletion of any electronic mail, as it deems necessary to secure its network and/or eliminate spam. Crocker may take other actions, in its sole discretion, to manage or protect its network or to benefit the greatest number of its subscribers as identified in Crocker's AUP. Crocker may take these actions, with or without notice, in situations where Crocker believes, in its sole discretion that Subscriber may harm the Crocker network or disrupt the performance of the Internet Service for other users or where Subscriber is transmitting or is otherwise connected with what Crocker considers in its sole discretion to be spam. Subscriber agrees that Crocker is entitled to damages if Subscriber is transmitting or is otherwise connected with spam. Subscriber agrees Crocker is entitled to actual damages, however, if actual damages cannot be reasonably calculated, Subscriber agrees to pay Crocker liquidated damages for each piece of spam transmitted from or otherwise connected with Subscriber's account.*

15. **Additional Terms for Crocker WiFi:** *Town WiFi supported by the Town-provided wireless router is a service available to certain subscribers and provides wireless access to the Crocker Internet Service within the Subscriber's residence, for which Subscriber may be charged a fee consistent with Crocker's then-current practices. The Town wireless router comes programmed with certain default settings and configurations which Subscriber may modify although Crocker recommends maintaining the default configuration and settings. Crocker does not guarantee the security of the Town wireless router and Subscriber's connection to the Internet Service via the wireless router. Subscriber understands and agrees that Subscriber is solely responsible for the security of their wireless network and must enable and use encryption in order to access Crocker-provided applications. Crocker reserves the right to pre-configure the Town wireless router to distribute a wireless Internet access point separate from the network. Any use of bandwidth from such wireless access point by third parties will not be considered to be use by the Subscriber for any purpose. Subscriber shall have the right to disable such access point and shall not be responsible for the security of the access point. The Town wireless router will collect and maintain certain information regarding access to and use of the network, which information shall include but not be limited to device identifiers, device name, device type, applications and protocols, connections, and traffic flows. Such information will be used by Crocker to provide the Internet Service and support, as well as for Crocker's internal business analytics regarding the use of the Internet Service. Subscriber acknowledges and agrees that Crocker shall have access to the network name and password associated with the Town wireless router in order to provide support and diagnostic services. Crocker reserves the right to modify the network name and password for the Town wireless router in order to safeguard Internet security, the security and privacy of Subscriber's information, where required by law, and/or for other good cause to provide, upgrade and maintain the Internet Service, and protect the network, other users of the Internet, or our subscribers. Subscriber acknowledges that the Town wireless router is Town Equipment.*

16. **Indemnification:** *Subscriber agrees to indemnify and hold harmless Crocker, its parents, subsidiaries, members, affiliates, officers and employees from any claims brought against Crocker related to Subscriber's use of the Internet Service or the violation of the AUP or the Privacy Policy, including, but not limited to, claims that Subscriber's use of the Internet Service infringed on the patent, copyright, trademark or other intellectual property right of any third party, claims arising from any breach or alleged breach by Subscriber of this Agreement or the AUP, or any claim resulting from Subscriber's negligence. Subscriber agrees to pay any attorneys' fees incurred by Crocker in bringing any action related to the Internet Service or a breach of the terms of this Agreement.*

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17. **General Subscriber Responsibilities and Warranties:** When Subscriber completes registration for the Internet Service, Subscriber must establish an identity by selecting a user name and password to be used by Subscriber to access the Internet Service. Subscriber is responsible for maintaining the confidentiality of their user name and password. Subscriber agrees that Subscriber is responsible for anyone using Subscriber's computer system, password or name or user name in connection with the Internet Service and for ensuring that anyone who does use the Internet Service through Subscriber's computer or access to the Internet Service, does so in accordance with the terms and conditions of this Agreement and the AUP. Subscriber agrees to take all reasonable measures necessary to ensure that the Internet Service is not used by another without Subscriber's consent.

Subscriber shall be responsible for procuring and installing patches, any and all anti-virus and firewall software/ hardware and operating system patches, up-dates, or supplements that may be necessary for (i) the protection and maximum functionality of Subscriber's computer and related equipment and (ii) the protection of Crocker's network and other subscribers. For purposes of clarification, Crocker hereby disclaims any and all responsibility and liability for any damages that may arise from Subscriber's failure to procure or install the aforementioned security software and /or hardware.

18. **Force Majeure:** Crocker shall not be liable for any failure of performance or Equipment due to causes beyond its control, including but not limited to: acts of God, fire, flood, pandemic, governmental shutdown or other catastrophes; any law, order, regulation, direction, action, or request of the United States Government, or of any other government, including state and local governments having or claiming jurisdiction over Crocker, or of any department agency, commission, bureau, corporation, or other instrumentality of any one or more of these federal, state, or local governments, or of any civil or military authority; national emergencies; pandemic, insurrection; riots, wars; unavailability of rights-of-way or materials; or strikes, lock-outs, work stoppages, or other labor difficulties.

19. **Amendment:** Crocker may, in its sole discretion, change, modify, add or remove portions of this Agreement at any time. Crocker will amend its policies as required by state or federal law. Crocker may notify Subscriber of any such changes by posting notice of such changes on Crocker's website at www.BroadbandBI.com or sending notice via electronic mail or U.S. postal mail. The Subscriber's continued use of the Internet Service following notice of such change, modification or amendment shall be deemed to be the Subscriber's acceptance of any such modification. If Subscriber does not agree to any modification of this Agreement, Subscriber must immediately cease using the Internet Service and notify Crocker that Subscriber is terminating the Internet Service. In addition, this Agreement is subject to change in compliance with applicable law.

20. **Entire Agreement:** This Subscriber Agreement shall be posted at www.BroadbandBI.com under "Terms of Service/Policies," and are the only terms and conditions that govern the Internet Service. No undertaking, representation or warranty made by any agent or representative of Crocker in connection with the sale, installation, maintenance or removal of the Internet Service shall modify or amend this Subscriber Agreement.

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Terms and Conditions of Use

Crocker Communications, Inc.

Voice/Phone Services

TERMS AND CONDITIONS APPLICABLE TO CROCKER VOICE/ PHONE SERVICES

1. LIMITATIONS OF 911/E911 DIALING AND OTHER SERVICES

(a) *Limitations.* The Services include the ability to place calls to emergency dispatch operators by dialing “911” (“911/E911”) that may differ from 911/E911 functions furnished by traditional telephone service providers. As such, the 911/E911 Services may have certain limitations. **CAREFULLY READ THE INFORMATION BELOW. YOU ACKNOWLEDGE AND ACCEPT ANY LIMITATIONS ON 911/E911. YOU AGREE TO CONVEY THESE LIMITATIONS TO ALL PERSONS WHO MAY HAVE OCCASION TO PLACE CALLS OVER THE SERVICES.** Crocker complies as required with 47 CFR 9, et seq. If you have any questions about 911/E911, call Crocker customer service at 1-800-413-5463.

(b) **Correct Address.** In order for your 911/E911 calls to be properly directed to emergency services, Crocker must have your correct service address. If you move the Services to a different address without Crocker’s approval, 911/E911 calls may be directed to the wrong emergency authority, may transmit the wrong address, or the Services (including 911/E911) may fail altogether. Therefore, you must call Crocker customer service at 1-800-413-5463 at least 10 days before you move the Services to a new address. All changes in service address require Crocker’s prior approval. **YOU UNDERSTAND AND ACKNOWLEDGE THAT CROCKER WILL NEED SEVERAL BUSINESS DAYS TO UPDATE YOUR SERVICE ADDRESS IN THE E911 SYSTEM SO THAT YOUR 911/E911 CALLS CAN BE PROPERLY DIRECTED.**

(c) **Network congestion or failures.** Calls, including calls to 911/E911, may not be completed if there is a problem with network facilities, including network congestion, network or network equipment failure, or another technical problem.

(d) **Service interruptions caused by power failures.** Crocker Phone uses the electrical power from your service location. **YOU UNDERSTAND AND ACKNOWLEDGE THAT YOU MAY LOSE ACCESS TO AND YOU MAY LOSE THE USE OF THE SERVICES, INCLUDING 911/E911, UNDER CERTAIN CIRCUMSTANCES, INCLUDING BUT NOT LIMITED TO THE FOLLOWING: (i) IF OUR NETWORK OR FACILITIES ARE NOT OPERATING; (ii) IF ELECTRICAL POWER TO ANY ASPECT OF THE SYSTEM INCLUDING THE MULTIMEDIA TERMINAL ADAPTER (MTA) IS INTERRUPTED AND SUCH DEVICES ARE NOT SUPPORTED BY A WORKING BATTERY BACKUP.** You also understand and acknowledge that any battery backup used in connection with your MTA may provide power for only a limited time, that the performance of the battery backup is not guaranteed, and that if the battery is exhausted, the Services will not function until normal power is restored. You understand and acknowledge that your MTA may not have battery backup or another power source of its own.

(e) **LIMITATION ON LIABILITY:** **YOU ACKNOWLEDGE AND AGREE THAT THE TOWN PARTIES AND THEIR SERVICE PROVIDERS WILL NOT BE LIABLE FOR ANY SERVICE OUTAGE, INABILITY TO DIAL 911 USING THE SERVICES, OR INABILITY TO ACCESS EMERGENCY SERVICE PERSONNEL. YOU AGREE TO DEFEND, INDEMNIFY, AND HOLD HARMLESS THE TOWN PARTIES AND THEIR SERVICE PROVIDERS, FROM ANY AND ALL CLAIMS, LOSSES, DAMAGES, FINES, PENALTIES, COSTS, AND EXPENSES (INCLUDING BUT NOT LIMITED TO REASONABLE ATTORNEY FEES) BY, OR ON BEHALF OF, YOU OR ANY THIRD PARTY OR USER OF THE SERVICES RELATING TO THE FAILURE OR OUTAGE OF THE SERVICES, INCLUDING THOSE RELATED TO 911/E911 SERVICES PROVIDED TO YOU IN CONNECTION WITH THE SERVICES.**

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2. **Acceptable use.** Unless you subscribe to a business plan, you agree to use the Crocker Phone Services only for personal and single business purposes; however, you are permitted to use the Crocker Phone Services to make business calls that are incidental to your personal and single business use of the Crocker Phone Services. You expressly agree not to use the Services for auto-dialing, continuous or extensive call forwarding, telemarketing, fax broadcasting or fax blasting, or for any other use that results in excessive usage inconsistent with normal residential calling patterns. If we determine, in our sole discretion, that your Crocker Phone Services are being used for any of the aforementioned activities, we reserve the right (i) immediately and without notice to terminate or modify the Services and (ii) to assess additional charges for each month in which excessive usage occurred.

3. **Per-call and measured-call charges.** Calling plans billed on a flat monthly fee basis do not include certain call types. These call types will instead be charged on a per-call (e.g., operator services) 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 Crocker for a completed call when the called party's line rings or after a certain number of rings. In these situations, Crocker will charge for the call as if it were answered by the called party. Consult the pricing lists at www.BroadbandBI.com for information on per-call charges and the timing of measured-call charges.

4. **Rounding of fractional charges.** 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.

5. **Third-party charges.** Crocker Phone Services may allow you to access "dial-up" Internet service providers, other enhanced service providers (e.g., information services accessible through 800, 888, and 877 numbers), and other third-party providers. You acknowledge that you may incur charges with such providers that are separate and apart from the amounts charged by us. You agree that all charges payable to third parties, including all applicable taxes, are your sole responsibility. In addition, you are solely responsible for protecting the security of credit card information provided to others in connection with such transactions.

6. **Equipment**

(a) **Handset and wiring.** In order to use the Crocker Phone Services, you are required to provide certain Customer Equipment such as a phone handset or equivalent, phone inside wire and outlets, and a powered electrical outlet. You may attach analog telephones to the MTA equipment described below to use the Service. Crocker does not guarantee that you will also be able to attach telephones to the jacks within your premises to use the Service. You may request our assistance in attempting to enable such use. Additional charges may apply.

(b) **Equipment for Phone Service.** To use Crocker Phone Service, you will also need a MTA certified by us as compatible with the Services as set forth in Section 8(a). In some areas, we may permit you to use the Services with an MTA which you have purchased, in which case the MTA will be Customer Equipment. Depending on availability in your area, you may have an option to install the MTA yourself, or to have Crocker install it for you.

(c) **Incompatible equipment and services.** You acknowledge and understand that the Crocker Phone Services may not support or be compatible with (i) Non-Recommended Configurations as defined in Section 8(b); (ii) certain non-voice communications equipment, including but not limited to alarm or security systems that make automatic phone calls; medical monitoring devices; certain fax machines; and certain "dial-up" modems; (iii) rotary-dial phone handsets, pulse-dial phone handsets, and models of other voice-related communications equipment such as answering machines and traditional Caller ID units; (iv) casual/dial around (10-10) calling; 976, 900, 700, or 500 number calling; (v) 211, 311, or other x11 calling (other than 411, 511, 611, 711, and 911); and (vi) other call types not expressly set forth in our product literature (e.g., outbound shore-to-ship calling and outbound satellite calling). **BY ACCEPTING THIS AGREEMENT, YOU WAIVE ALL CLAIMS AGAINST THE TOWN PARTIES AND THEIR SERVICE PROVIDERS, FOR INTERFERENCE, DISRUPTION, OR INCOMPATIBILITY BETWEEN THE CROCKER EQUIPMENT, PURCHASED EQUIPMENT, OR THE SERVICES AND ANY**

OTHER SERVICE, SYSTEMS, OR EQUIPMENT. IN THE EVENT OF SUCH INTERFERENCE, DISRUPTION, OR INCOMPATIBILITY, YOUR SOLE REMEDY SHALL BE TO TERMINATE THE SERVICES.

(d) You assume the risk of high-risk activities. The Services are not represented as fail-safe. They are not designed for use in situations where error-free or uninterrupted service is essential. You expressly assume the risk of any damages from high-risk activities involving vital communications in which an error or interruption in the Services could lead to material injury to business, persons, property, or the environment.

(e) No tampering with or relocation of equipment. You will not service, alter, modify, or tamper with Equipment or with the Services, or permit any other person not expressly authorized by Crocker to do so. You agree that the MTA and the Phone Services will only be used at your service address appearing in our records. You understand and acknowledge that if you attempt to install or use such equipment or the Phone Services at another location, the Services, including but not limited to 911/E911, may fail to function or may function improperly. As described in Section 5 above, you must notify Crocker if you wish to relocate the MTA or Crocker Phone Services. If you move the MTA or Services to another location without complying with Section 5, you do so in violation of this Agreement and at your own risk.

7. Transferring your phone number

(a) Switching to Crocker from another provider. If you are switching to our Services from another service provider, you may transfer your existing phone number (if any) to our Services, provided that (i) you request the phone number transfer when you place your order for our Services; (ii) your current service provider releases your existing phone number, at our request, without delay or charge; (iii) transfer of your existing phone number to our Services would not, in our view, violate applicable law or our processes and procedures; (iv) you acknowledge and agree that if your MTA is set up before the date that the number transfer becomes effective ("Port Effective Date"), you may only be able to make limited outgoing calls over the phone that you have connected to such equipment. In that event, you should keep another phone connected to an existing phone extension at your service location to receive incoming calls until the Port Effective Date, after which you will be able both to make and to receive calls using our Services; and (v) you acknowledge and agree that to avoid an interruption in your phone service, it is extremely important that you have the MTA installed on or before the Port Effective Date. Your existing phone service for the number you are transferring will be disconnected on the Port Effective Date; if your equipment is not yet activated, you will not have access to our Services. Therefore, you will not have service for that phone number. If you have questions about the timing of your Port Effective Date, please contact us.

(b) Switching from Crocker to another provider. To transfer your phone number from Crocker to another service provider, you must terminate the Phone Services and place the transfer order through your new service provider (and not through Crocker). Crocker will release your phone number to your new service provider, provided that (i) your new service provider requests the transfer upon termination of your account; (ii) your new service provider is willing to accept transfer of the phone number without delay or charge; and (iii) transfer of your existing phone number to the new service provider would not, in our view, violate applicable law or our processes and procedures.

8. Regulatory limitations. *You understand and acknowledge that the Crocker Phone Service may be subject to regulatory or tax treatment that differs from the regulatory or tax treatment applicable to traditional telephone service. This different treatment may limit or otherwise affect your rights of redress before federal or state regulatory or tax agencies.*

CROCKER COMMUNICATIONS, INC.

VOICE SERVICE AGREEMENT

Crocker Communications, Inc. through its voice affiliates, ("Crocker") is pleased to provide its Voice Service to you ("Subscriber") in accordance with these terms and conditions which incorporate and include the Crocker

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Privacy Policy, which may be changed from time to time (collectively, "Terms of Service"), which may be found at www.BroadbandBI.com or www.crocker.com.

Subscriber's use of Crocker Voice Service (also, "Voice Service") shall be deemed acknowledgment that Subscriber has read and agreed to the Terms of Service. Any user who does not agree to be bound by the Terms of Service should immediately stop their use of Crocker Voice Service and notify Crocker's Customer Service Department to terminate the Service by calling 1-800-413-5463. Terms that are initially capitalized but not defined, will have the defined meaning given to them in the other documents referenced above. This is a binding legal document ("Agreement"). Crocker regularly updates and amends these Terms of Service and the policies located on its website. You are required to review them periodically. Subscriber should consult Crocker's website www.BroadbandBI.com and www.crocker.com to be sure Subscriber remains in compliance.

1. **Services Provided:** Crocker Voice Service provides unlimited calling within the United States, Puerto Rico, Canada, the US Virgin Islands and Guam in accordance with these terms and conditions. Crocker Voice Service also offers optional international calling plans for direct-dialed calls made from the Subscriber's home to locations outside of the U.S., Puerto Rico, Canada, the US Virgin Islands and Guam. Subscribers must reside in an area where Crocker is authorized to provide Voice Service and where, in Crocker's sole discretion, it is technically and operationally feasible. Residential Voice Service is only intended for use by Subscriber, Subscriber's family and guests, and persons residing at Subscriber's residential premises, including persons temporarily subleasing Subscriber's residential premises.

2. **Monthly Service Fee:** Subscriber agrees to pay the monthly service charge for Crocker Voice Service. Crocker reserves the right to increase or decrease the fee for any Services offered. Fees for Crocker Voice Service shall be posted at www.BroadbandBI.com, under "Terms of Service/Policies." Crocker Voice Service will be terminated in the event the Subscriber does not pay. Certain fees for Crocker's Voice Service are based upon periodic studies that analyze the intrastate, interstate and international minutes of all customers purchasing a bundled Voice Service.

3. **Voice Service Features:** Crocker standard Voice Service is offered with the following features:

(a) **Calling and Features:** Unlimited local, regional and long distance calling within the United States, Puerto Rico, Canada, the US Virgin Islands and Guam. Anonymous Call Rejection, Repeat Dialing, Call Forward - Selective, Call Forward - Variable, Call Return, Caller ID, Caller ID on TV, Call Screening, Call Waiting, Call Waiting with Caller ID, Custom Ring, Selective Call Acceptance, Speed Dial 8, Three Way Calling, Directory Assistance, Directory Listed Numbers, Operator Services, Voice Mail, Distinctive Ring, Private Number Service, Speed Dial 30, Call Forwarding - Busy Line, and Call Forwarding - No Answer. Direct dialed calls outside of the U.S., Puerto Rico, Canada, the US Virgin Islands and Guam are available with per-minute charges or with one of Crocker's International Calling Plans. Legacy customers who may subscribe to a plan other than Unlimited LD, can find a description of their plan in the Price Guide.

(b) **E911:** Enhanced 911 (E-911) is a feature of Crocker Voice Service that allows emergency operators to automatically receive the telephone number and address of the dialing party.

This E-911 feature has certain requirements in order to operate, as well as certain limitations:

i. *The emergency service provider handling the E-911 call, and the address the emergency service provider will see, are linked to the service address Crocker has on file when the Subscriber originally signed up for service. If the Subscriber does not correctly identify where the Subscriber's ONT/MTA is actually located, or if the ONT/MTA is moved away from the original service address, the Subscriber's 911 calls may be misdirected*

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to the wrong location or to the wrong emergency service provider. Subscriber agrees not to move the ONT/MTA from the service address at which it was installed by Crocker and acknowledges responsibility to promptly notify Crocker of any change in service address prior to moving the ONT/MTA.

ii. **IMPORTANT** – *Keeping Your Phone Number When You Move:* Please be aware that during the first 72 hours of arriving at Subscriber's new service address, if Subscriber dials 911 from their Crocker Voice Service, Subscriber must relay to the emergency service operator the new (current) service address. This is necessary to ensure emergency services are dispatched to Subscriber's new service address and not the old service address in the event the emergency services operator may not have the new Registered Location in their records.

iii. Crocker Voice Service does not have its own power supply. If there is a power outage, or if there is a disruption to the cable network or facilities, the Voice Service will not work. Subscriber expressly acknowledges that in such cases it will not be possible to place or receive calls including calls to access emergency 911 services.

iv. If the Subscriber chooses, Subscriber may separately purchase a battery backup for use with the ONT/MTA by calling Crocker at 1-800-413-5463. Each battery backup is designed to provide power for up to 8 hours (or 5 hours of "talk" time) for a power outage at Subscriber's residence that is not also a network-related outage.

v. In some locations, E-911 service may not yet be available. Such services are dependent on the equipment and facilities of the local governments in which Crocker provides Voice Service. In such cases, 911 service will be available and Subscriber will need to convey the location information to the emergency operator.

(c) **Number of Lines:** Subscribers to Crocker Voice Service can purchase up to two (2) lines at their service address.

(d) **Professional Installation:** Crocker's Voice Service offers professional installation only. Professional installation includes activation of all existing working phone jacks or the installation and activation of one phone jack if there is not currently a working phone jack in Subscriber's residence. Additional wiring charges may apply if Subscriber requests additional jacks to be installed or activated. Additional charges may also apply for special construction needed to complete the installation. Crocker also provides and installs a ONT/MTA, or Multimedia Terminal Adaptor (MTA), that is used to communicate with our private communications network. Crocker does not provide a handset. The Subscriber is responsible for maintaining all inside wire and phones within the home.

(e) **International Calling:** Crocker Voice Service offers a per minute calling plan for direct-dialed calls made from the Subscriber's residence to locations outside of the U.S., Puerto Rico, Canada, the US Virgin Islands and Guam. A Subscriber who chooses to use this service will be charged for direct-dial international calls in addition to the flat monthly recurring rate that the Subscriber pays for Crocker Voice Service. Crocker's Voice Service also offers optional flat rate international calling plans for direct-dialed calls made from the Subscriber's residence to locations outside of the U.S., Puerto Rico, Canada, the US Virgin Islands and Guam. If you choose an international plan, you will be charged a flat monthly fee for direct-dial international calls in addition to the monthly recurring rate that you pay for Voice Service. After your monthly international calling plan minutes are used, unless your plan includes unlimited international calling, each additional minute will be charged at a per minute rate. For both per-minute international calling and international calling plans, calls are measured in increments of one minute. All calls which are a fraction of a minute are rounded up to the next whole minute. Timing on completed calls begins when the call is answered by the called party. Answering is determined when call signaling provided by the terminating local carrier, and/or any intermediate carrier(s), so indicate. Timing terminates on all calls when the calling party hangs up or when Crocker's network receives a termination signal from the terminating local carrier and/or any intermediate carrier(s). Unused minutes per month do not roll over to the next month. You may access

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international rates and information about international calling plans online at [International Calling Plans](#). Crocker reserves the right to modify service features at any time.

(f) **Service Modifications:** Crocker may, from time to time, offer additional Service features or functionality, or discontinue certain Service, features or functionality. Information about these features or functions will be available at www.BroadbandBI.com, under "Terms of Service/Policies." These additional Services, features or functions may be subject to additional specific terms and conditions and may be subject to change at any time by Crocker.

(g) **Caller Name:** Crocker Voice Service will associate the Subscriber's name on the Crocker account to the telephone number to be displayed in association with Caller Name (CNAM) lookup services provided as part of the Service and other telecommunications service providers for all calls made from any of the Crocker telephone numbers on the account. In the event that Subscriber wishes to modify the Caller Name, Subscriber agrees to the following: Caller Name submission(s) shall not mislead or impersonate any person or company; Caller Name submission(s) shall not contain false information and shall accurately represent the name of the person that subscribes to the Service and that is included in directory listings, if any; Caller Name submission(s) shall not contain abusive, defamatory, vulgar, obscene, racist or any other language objectionable to any person or entity as determined by Crocker, in its sole discretion; and Caller Name submission(s) shall comply with all relevant laws, rules and regulations.

4. **Voice Service Limitations:**

a. **Service Outages:** The Crocker ONT/MTA is electrically powered and will not work in a power outage or if broadband connection is disrupted or not operating. In the event of power outages, the ONT/MTA, including all phones and Services connected to or powered by it, will not work. Power outages will disrupt Enhanced 911 service and the use of Crocker Voice as the connection between a home security system and central monitoring services. To reduce this risk, Subscriber may choose to purchase a battery backup for use in the event of a non-network related outage.

b. **Home Security Systems:** Although Crocker will supply a connection that will allow the operation of Subscriber's existing home security system, Crocker does not guarantee that any such system will be in complete operational order following the installation of the Voice Service. As such, it is Subscriber's obligation to contact their home security system provider to inform them of Crocker Voice Service installation, and any change in phone number, and to request a complete operational test of their system immediately following installation of the Voice Service. In addition, it is Subscriber's responsibility to test their system on a regular basis. In the event of a power outage or network outage (whether unplanned or maintenance related), your Voice Service, including any home security system which uses the Voice Service to connect to central station monitoring, will not function. As set forth in Section 3(b)(iv) above, Subscriber may separately purchase a battery backup for use with their ONT/MTA in the instance of a non-network related outage.

Like any other communications service provider, we do not represent that our service is fail-safe. In addition, Crocker prohibits the use of Crocker Voice Service as the connection between medical alert systems and a central station monitoring and will neither connect to such services nor provide technical support for the connection.

c. **Additional Limitations:**

i. Currently, certain operator-assisted services such as busy line verification and busy line interruption, dial around services (10-10-XXX), pay services (900 and 976 services), and third-party billing are not offered with the Voice Service.

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ii. If Subscriber receives Voice Mail, Subscriber may be eligible for voice-to-text or voice-to-email (“*Readable Voicemail*”) as part of the Voice Mail feature. As a result of the voice-recognition software used by Crocker, some processed messages may not be fully transcribed and will appear as incomplete messages. In such cases, Subscriber may obtain the full message by listening to the voice mail message. As a condition of using the voice-to-text or voice-to-email feature, Subscriber consents to allow Crocker, or its service vendors, to process those voice files and to use voice mail messages, and other data associated with such messages, to enhance and/or improve the feature.

iii. Crocker’s obligation to furnish Voice Services is dependent upon its ability to secure and retain, without unreasonable expense, suitable facilities and rights for the construction and maintenance of the necessary facilities and equipment. Crocker may limit communications, refuse to provide Services or discontinue Services when necessary because of: (i) the lack of transmission medium, transmission capacity or any other facilities or equipment; (ii) the lack of available services from, or interconnection with, the services or facilities of service providers; or (iii) any cause beyond Crocker’s control.

iv. Crocker shall use reasonable efforts to make Voice Services available by the estimated service date. Crocker shall not be liable for any damages resulting from delays in meeting the estimated service date due to delays resulting from normal installation procedures. Such delays shall include, but not be limited to delays in obtaining right-of-way approvals, delays in actual construction work being done by Crocker, including its contractors or representatives, and any delays due to any other service provider where Crocker is relying upon such provider to meet an estimated due date which is beyond Crocker’s reasonable control.

v. Crocker offers the use of its facilities for communications between Subscriber and other parties. Crocker is not responsible, and shall have no liability, for any communications or miscommunications between Subscriber (including any users) and other parties (including operator-assisted and 911 calls).

vi. At Crocker’s discretion, facilities of other service providers may be used in establishing connections to points not reached by Crocker’s facilities. In establishing connections with other providers, Crocker is not responsible or liable for any action or inaction of other service providers.

d. **Equipment:** Crocker Voice Service requires a ONT/MTA. Crocker will supply a ONT/MTA for so long as Subscriber remains a Voice Service Subscriber or until Crocker changes this Service offering. Depending on the Crocker Voice Service plan, there may be a monthly charge for the ONT/MTA. Upon termination of Crocker Voice Service for any reason, Subscriber may be asked to return the Crocker-supplied ONT/MTA within thirty (30) days or Subscriber will be charged an equipment fee equal to the fee charged by Crocker at the time the ONT/MTA was supplied by Crocker. An exception to this return policy is when the ONT/MTA is also supporting Internet service, in which case Subscriber may continue to use the ONT/MTA until such time as Internet is no longer provided or Crocker requests a substitution of the ONT/MTA. Equipment and facilities furnished by Crocker to provide Voice Service (except for inside wiring and inside jacks) are the property of Crocker. Telephone numbers assigned to Subscriber by Crocker are portable and transferable with the Subscriber at the same location; however, Subscriber has no property right in telephone number(s) or any other call number designations associated with the Voice Services, and Crocker may change such numbers as deemed necessary.

5. **Term:** Crocker Voice Service shall continue until such time as terminated by Subscriber, which shall be effective upon notice, or terminated by Crocker for breach (including nonpayment) of this Agreement or otherwise terminated by Crocker in accordance with the Terms of Service.

6. **Directory Listing:** Crocker Voice Service includes one (1) basic directory listing in an alphabetical white pages directory, arranged for by Crocker, containing an alphabetical list of names, telephone numbers and addresses of all telephone customers in a particular geographic area set by the publisher. The alphabetical list of

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customer names is for the purpose of informing interested parties of the telephone number and address of listed customers, and special position or arrangement of names may be provided for an additional charge. Listings shall conform to the publisher's practices with respect to published directories. Crocker limits the length of any listing in the directory by the use of abbreviations when, in Crocker's opinion, the clearness of the listing or the identification of the customer is not impaired by doing so. Directory listings are regularly provided with the Voice Service unless Subscriber requests Private Number service. Private Number service may be requested by Subscribers who do not want their name, telephone number or address to appear in the directory, or be available to directory assistance. Exclusion from the directory is subject to various annual deadlines set by the publisher and Crocker will use reasonable efforts to accommodate a Subscriber's request for Private Number service. The duration of directory listings, when the listings have been published, is the directory period. The directory period is from the day on which the directory is first distributed to customers to the day the succeeding directory is first distributed to customers. Crocker's liability for directory listing errors or omissions is set out in Section 7, "Limitation of Liability."

7. Limitation of Liability:

a. **Crocker Voice Service is provided "AS IS."** The liability of Crocker, or its service vendors, for damages or losses arising out of the furnishing of Services hereunder, including but not limited to mistakes, omissions, interruptions, delays, errors or other defaults, representations or use of the Services, or arising out of the failure to furnish the Voice Service, including E-911/911 service, whether caused by acts of commission or omission, and/or loss of electrical power, shall be limited to an allowance prorated for the time period of the Voice Service interruption. Crocker, including its service vendors, shall not be liable for any direct, indirect, special, consequential, exemplary or punitive losses or damages, including loss of profits, loss of earnings, loss of business opportunities and personal injuries that a Subscriber, or its users, may suffer. Finally, Crocker, and its service vendors, shall not be liable for any loss or interruptions in Service or for any damages or losses due to the fault or negligence of the Subscriber, any authorized user, or any other party or person(s), or due to the failure or malfunction of Subscriber-provided or user-provided equipment or facilities, or due to the failure of the Subscriber to fulfill any obligation under this Agreement.

b. Crocker's liability for damages due to errors or omissions in directory listings will be limited to a credit equal to one month's recurring monthly fee for the Service (not including one-time charges, measured and per-call charges and applicable taxes and fees). You agree to indemnify and hold Crocker harmless against any and all claims for damages caused or claimed to have been caused, directly or indirectly, by the publication of a listing which you have requested to be omitted from the applicable white pages directory or the disclosing of such a listing to any person.

8. **Indemnification:** In requesting and accepting Crocker Voice Service, the Subscriber agrees to indemnify and hold Crocker, including its officers, directors, employees, affiliates, subsidiaries, and authorized agents (collectively, "Crocker") harmless from and against any and all demands, claims, suits, attorney or witness fees, liabilities and other expenses for damages to property, bodily injury or death of any person arising from the installation and provision of Voice Service and/or Equipment, except such as was caused by the gross negligence (or equivalent behavior) or willful misconduct of Crocker. The Subscriber agrees that Crocker is not liable for any damages as a result of any loss of Voice Service, nor will the Subscriber make any claims or undertake any actions against Crocker for loss of Voice Service. The Subscriber shall be solely responsible for any damage to or loss of Crocker Equipment, unless such damage is caused by the negligence or willful misconduct of Crocker. The Subscriber agrees to defend, indemnify and hold Crocker harmless from any and all actions, claims, judgments, damages, demands, liabilities, and expenses, including (without limitation) reasonable attorney's fees, arising from or in connection with:

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- a. *libel or slander resulting from any use of the Voice Service (a) by the Subscriber or (b) by any other person using the Services provided to the Subscriber;*
- b. *any loss, damage, or destruction of any property or any personal injury (including death) not due to Crocker's gross negligence (or equivalent behavior) or willful misconduct and caused, directly or indirectly, from the installation, operation, or other use of (or failure to use) the Voice Service or any Crocker Equipment (i) in combination with services or equipment supplied by the Subscriber or any third party, or (ii) in an explosive or otherwise hazardous environment;*
- c. *infringement of any patent, copyright, trademark, trade name, service mark or trade secret arising from: (i) the transmission of any material transmitted (a) by the Subscriber or (b) by any other person using the Services provided to the Subscriber; or (ii) from the combination of the Subscriber's use of the Voice Service with facilities or services provided by the Subscriber or obtained from third parties;*
- d. *any unauthorized, unlawful, or fraudulent use of or access to the Service provided to the Subscriber, except as otherwise provided by applicable law; and*
- e. *any infringement or invasion of the right of privacy of any person or persons, caused or claimed to have been caused, directly or indirectly, by the installation, operation, failure to operate, maintenance, removal, presence, condition, or use, of the 911/E911 service features and the equipment associated therewith, or by any Services furnished by Crocker in connection with the 911/E911 service, including but not limited to, the identification of the telephone number, address or name associated with the telephone used by persons accessing 911/E911 service thereunder, and/or which arises out of the negligence or other wrongful act of the Subscriber, the Subscriber's user(s), agencies or municipalities, or the employees or agents of any one of them.*
9. **Force Majeure:** *Crocker shall not be liable for any failure of performance or Equipment due to causes beyond its control, including but not limited to: acts of God, fire, flood, pandemic, governmental shutdown, or other catastrophes; loss of electrical power; any law, order, regulation, direction, action, or request of the United States Government, or of any other government, including state and local governments having or claiming jurisdiction over Crocker, or of any department agency, commission, bureau, corporation, or other instrumentality of any one or more of these federal, state, or local governments, or of any civil or military authority; national emergencies; insurrection; riots, wars; unavailability of rights-of-way or materials; or strikes, lock-outs, work stoppages, or other labor difficulties.*
10. **Installation:** *Charges for installation services and equipment will be charged at the then current rate in effect.*
11. **Taxes:** *Applicable fees and surcharges, if any, will be added to your monthly bill.*
12. **Proprietary Rights:** *Crocker and/or its service vendors own all rights in and to the Services. Subscriber has a limited right to use the Voice Service in accordance with these Terms of Service. However, the Terms of Service do not grant Subscriber (or any user) any rights to, or interests in, patents, copyrights, database rights, trade secrets, trade names, trademarks or service marks (whether registered or unregistered), or any other rights or licensees related to Crocker Voice Service (including all of its features) or any related documentation.*
13. **Prohibited Uses:**
- a. **Commercial Limitations:** *Crocker Voice Service may be used as a residential or single business voice service only and may not be used for other commercial purposes, including, but not limited to, telemarketing, call center services, medical transcription or facsimile broadcasting. In addition, auto-dialers and predictive dialers may not be used with Crocker Voice Service. Crocker Voice Service is intended to be used consistent with its*

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intended normal residential use. For instance, unlimited voice plans are intended to be used for continuous live dialog between the Subscriber and a third party. Certain other activity such as excessive consistent usage, unusual call patterns, and lack of continuous dialog activity may be presumed indicative of use that is inconsistent with normal residential use of the Service in violation of these Terms of Service. Crocker reserves the right to reclassify Subscriber's Voice Service from residential to business, and to immediately apply business rates in the event of misuse or excessive use of the Voice Service by Subscriber and/or any users of Subscriber's Voice Service.

b. **Fraud:** *Crocker may block calls that are made to certain countries, cities or telephone exchanges, or that use certain authorization codes if, in its sole discretion, Crocker deems it reasonably necessary to prevent unlawful or fraudulent use of the Voice Service. The Subscriber is responsible for securing the Subscriber's telephone equipment, and Crocker's Equipment located at Subscriber's premises, from being used to place fraudulent calls using Crocker Voice Service provided to Subscriber. The Subscriber is also responsible for any fraudulent or unauthorized use of the Voice Service that occurs through the Subscriber's account regardless of who is responsible for such usage. The Subscriber shall be solely responsible for payment of all applicable charges for Voice Service provided by Crocker and charged to the Subscriber's account, even where calls are originated by fraudulent means either from the Subscriber's Premises or from remote locations. Crocker is not liable for any damages or fees, including toll usage charges, the Subscriber may incur as a result of unauthorized use of the Voice Service provided to Subscriber. Unauthorized use of the Subscriber's facilities may include, but is not limited to, the placement of calls from Subscriber's Premises and the placement of calls through the Subscriber's equipment that are transmitted or carried on Crocker's network. Misuse of Service could include ONT/MTA hijacking, excessive usage of International calling, 411 directory assistance calls and other per-use charges.*

c. *In addition, Crocker reserves the right to discontinue Service when Subscriber or its users is using the Service in violation of law or the provisions of the Terms of Service.*

14. **Amendments:** *Crocker may, in its sole discretion, change, modify, add or remove portions of this Crocker Residential Voice Service Agreement at any time. Crocker may notify Subscriber of any such changes by posting notice of such changes on Crocker's website at www.BroadbandBI.com, under "Terms of Service/Policies", or sending notice via electronic mail or U.S. postal mail. The Subscriber's continued use of Crocker Voice Service following notice of such change, modification or amendment shall be deemed to be the Subscriber's acceptance of any such modification. If Subscriber does not agree to any modification of this Agreement, Subscriber must immediately cease using the Voice Service and notify Crocker that Subscriber is terminating the Voice Service. In addition, this Agreement is subject to change in compliance with applicable law.*

15. **Entire Agreement:** *This Agreement shall be posted at www.BroadbandBI.com, under "Terms of Service/Policies," and along with the Crocker policies found at www.crocker.com are the only terms and conditions that govern Crocker Voice Service. No undertaking, representation or warranty made by any agent or representative of Crocker in connection with the sale, installation, maintenance or removal of Voice Services shall modify or amend this Agreement.*