

# Terms and Conditions

## Westfield Gas + Electric and Whip City Fiber Telecommunications

### HILLTOWN TERMS AND CONDITIONS

By using and/or activating IP network or telecommunications connectivity services with us (“Network Services” or “Services”) and/or clicking the accept button on the online application, you agree to be bound by the terms and conditions set forth below. Further, you acknowledge that upon use of the Services, Westfield Gas + Electric (doing business as “Whip City Fiber”), as agent for your Municipal Light Plant (MLP), will rely upon and commence processing your order and will incur expenses and obligations immediately, for which you acknowledge your obligation to comply with this agreement.

1. The Customer agrees to pay all charges billed by Whip City Fiber on behalf of your Municipal Light Plant (MLP), in full and on a timely basis, the applicable charges associated with the Network Services requested by you, as set forth on the Town MLP web site provided by Whip City Fiber. Whip City Fiber reserves the right, in its sole discretion, to change, modify, add, or remove portions of this Agreement, and Customer agrees to be bound by any such modifications as a consequence of Customer’s continued use of Services. Whip City Fiber may cancel the Service in the event of Customer nonpayment or violation of this Agreement. Whip City Fiber acting as an agent for your Town MLP may modify the Services at any time, including but not limited to upgrades and downgrades, with thirty (30) days prior written notice to you of such change to occur. Whip City Fiber may impose limits on Services or restrict the Customer’s access to parts or all of the Service without notice or liability. Any notice of such changes will be posted on the Town MLP web site provided by Whip City Fiber.
2. All customers of Whip City Fiber are provided, at no additional cost, our Standard Service Level Agreement that includes access to Whip City Fiber technical support. The Standard Service Level Agreement provides problem resolution response on a first-come, first-served, best-effort basis, and does not provide for service guarantees.
3. As requested, customer premises equipment provided by Whip City Fiber to the Customer that is used to deliver the Services must be returned or left in place, undamaged, upon the expiration or termination of the Agreement according to current Town MLP policy. The Customer agrees to provide to Whip City Fiber the full replacement cost of such equipment, if (a) the Customer is requested to and fails to return such equipment at the end of the term of this Agreement or (b) the equipment is not in the condition as initially provided to the Customer, reasonable wear and tear excepted. The Customer has the sole responsibility to reasonably protect the equipment against power surges and such other potential damage and harm, exclusive of customary wear and tear associated with its assigned use. Any and all such damage to the equipment that results from the Customer’s failure to provide such protection shall be the Customer’s sole responsibility.
4. The Customer agrees to pay all charges billed for the Services on a monthly basis, throughout the Term (as defined below) (the “Monthly Recurring Charges”). The Customer agrees and acknowledges that Whip City Fiber shall not be liable if, during the order and installation process, it is determined that Service cannot be provided to Customer or that it is commercially impracticable to do so. In addition, in the event

that Whip City Fiber incurs additional cost over and above usual and customary charges to provide Service to the Customer, which may include but not be limited to extended wiring charges, alternative business hour service installation charges, or emergency service repair charges, the Customer shall be responsible for any and all such charges.

5. Whip City Fiber services terminated for non-payment will be restored within 48-hours upon the following conditions:

1. Customer provides payment in full via valid credit card (CC) or electronic funds transfer (EFT).
2. An administrative fee, determined by the MLP, will be added to the customer's account and paid in full via CC/ or EFT prior to restoration.
3. Reconnection of service must be authorized by the Credit Department.

6. Temporary Service Suspension:

1. Customers are allowed to temporarily suspend internet service, which means they can request (via Whip City Fiber customer service) that their internet service be shut off, while maintaining an active account within the following provisions:

1. You may NOT temporarily suspend for less than 91 days.
2. You may temporarily suspend for a period from 91 through 180 days and you will be charged a \$150.00 reconnect charge.
3. You cannot temporarily suspend for more than 180 contiguous days.

2. If a suspended customer does not reinstate their service within 180 days of the suspension date, their account will be deactivated & WG&E may collect the router.

3. WG&E will continue to service customer's suspended account, including sending bills, collecting and disbursing funds, etc.

4. Customers are **not** allowed by the Ooma phone service provider to temporarily suspend phone service if they wish to keep their phone number. Customers may choose to be charged \$14.99 (plus taxes and fees) to keep their phone number. Customers can take their phone equipment and connect, via the internet, from another location in the US, while they are away, and use that phone number. If you wish to keep your Ooma phone working while internet is suspended you will be charged \$59.95 per month (plus taxes and fees).

7. Reactivated Customer Accounts: a. If a deactivated customer requests their account to be reinstated, it shall be treated as a reactivation, and they shall be charged the \$200 dollar reactivation fee.

8. The Customer agrees that Whip City Fiber's network and its Services may be used only for lawful purposes. Whip City Fiber is not responsible for the content of any websites linked to, accessed or accessible by the Services; links are provided as Internet navigation tools only. Users may not use the network or Services to transmit, distribute or store material (a) in violation of any applicable law, (b) in a

manner that will infringe the copyright, trademark, trade secret or other intellectual property rights of others or the privacy, publicity or other personal rights of others, (c) that is obscene, threatening, abusive or hateful or contains a virus, worm, Trojan horse, or other harmful component; or (d) that contains fraudulent offers for goods or services, or any advertising or promotional materials that contain false, deceptive or misleading statements, claims or representations.

9. The Customer agrees that renting, selling, or otherwise transferring the Service for the benefit of a third party is strictly prohibited by this Agreement and violates applicable law.
10. The Term begins upon activation of Customer's Services (the "Activation Date") and expires upon forty-eight (48) hours after the cancellation notice from the customer is confirmed by Customer Service.
11. Whip City Fiber will invoice the Customer on a monthly basis for Network Services and any applicable equipment charges. The Customer agrees that any failure to pay for Services thirty (30) days after the invoice date may subject the Customer to: (a) a 1.5% late fee charged per month or the maximum rate permitted by law, on the outstanding balance. (b) charges for any Whip City Fiber equipment replacement costs, if applicable; and (c) the termination of Services. The Customer is required to provide Whip City Fiber with updated and current phone numbers and email address and other contact information at all times during the Term. The Customer agrees to assume all costs and expenses incurred by Whip City Fiber in connection with collecting unpaid amounts due, including, but not limited to, reasonable attorney's fees incurred in the course of such collection.
12. In the event the Customer selects and is approved for automatic credit card payment option, the Customer expressly authorizes the Town MLP to charge the Customer's credit card account for outstanding account balances and any future Monthly Recurring Charges that accrue. This authorization remains valid until the Customer provides notice to Whip City Fiber terminating Services or terminating Town MLP charge authorization. The Town MLP may terminate Services for declined credit cards or any other non-payment to the Customer's account. The Customer electing the credit card option is required to provide Town MLP with updated and current credit card information at all times during the Term. Services terminated for non-payment may be subject to an administrative fee prior to reconnection of service.
13. The Customer acknowledges and agrees that Whip City Fiber has the right to engage in the collection and storing of certain personal and business data concerning the customer ("Customer Data"). This data (i) will be used by Whip City Fiber and/or its service delivery partners and contractors to provide Services, (ii) will remain confidential, and (iii) will not be used other than in the normal course of Whip City Fiber business. Whip City Fiber may release Customer Data to third parties outside the normal course of Whip City Fiber business only to comply with valid legal requirements.
14. Equipment, hardware, and software not provided and owned by Whip City Fiber are the sole and exclusive responsibility of Customer. It is understood and agreed that when Whip City Fiber and your MLP provides equipment, Whip City Fiber acts solely as a reseller and all failures and/or disputes concerning the operation of such equipment will be governed by the manufacturer's warranty(s) and policies, and are not the obligation or responsibility of Whip City Fiber or your MLP unless otherwise stated in the MLP's Internet Service Provider Agreement with Whip City Fiber.

15. Whip City Fiber grants the Customer a non-transferable, non-exclusive, and terminable right and license to use the applications and software necessary for the delivery and receipt of Services, if any, provided that Customer or any third party on behalf of the Customer does not copy, modify, create a derivative work of, reverse engineer, reverse assemble, disassemble, or decompile the applications or any part thereof or otherwise attempt to discover any source code, or sell, assign, sublicense, grant a security interest in or otherwise transfer any right in or to the applications. The Customer agrees not to modify the applications in any manner or form. "Whip City Fiber," the Whip City Fiber logo, and other Whip City Fiber trademarks, service marks, logos, and product and service names are trademarks of Whip City Fiber (the "Whip City Fiber Marks"). The MLP, its customer and its employees, agents, contractors, and/or representatives agree not to display or use the Whip City Fiber Marks in any manner without Whip City Fiber's express prior written permission.
16. The Agreement represents the entire agreement between the Customer, MLP, and Whip City Fiber with respect to the Services provided, superseding all previous communications or agreements regarding such subject matter. These Terms and Conditions are subject to revision by MLP and Whip City Fiber in its sole discretion. Notice of modification may be provided through an update of the MLP website provided by Whip City Fiber, and Customer's continued use of Services following the date of revision shall be considered the Customer's acceptance of the change(s).
17. The Customer understands and acknowledges that MLP and Whip City Fiber is not liable for any indirect, incidental, special, punitive, or consequential damages; lost profits, loss of data, loss of hardware or software, loss or liability resulting from computer viruses, Service defects, or security insufficiency arising out of or related to this Agreement, the performance or breach thereof, the Services provided or failure to be provided; or any delay, non-delivery, wrong delivery, or Service Interruption whether or not caused by the negligence of MLP and Whip City Fiber or their agents, employees, or any party, even if the party has been advised of the possibility thereof.
18. The Customer's correspondence or business dealings with, or participation in promotions of, content providers, advertisers, or sellers of goods and services found on or through the Services, including payment and delivery of related goods or services, and any other terms, conditions, warranties, or representations associated with such dealings, are solely between the Customer and such entity. The Customer agrees that MLP and Whip City Fiber shall not be responsible or liable for any loss or damage of any sort incurred as the result of any such dealings or as the result of the presence of such advertisers, content providers, or sellers in connection with the Services.
19. The Customer shall indemnify, defend, and hold MLP and Whip City Fiber harmless from any and all claims resulting or alleged to result from: (a) The Customer's use of the connection provided by Whip City Fiber and/or any service equipment or software provided by MLP and Whip City Fiber; (b) fault, negligence, or failure of the Customer to perform the Customer's responsibilities hereunder; (c) claims against the Customer by any other party; (d) any act or omission of any party furnishing services and/or products; or (e) the installation and/or removal of any and all equipment supplied by any person, including, but not limited to, MLP and/or Whip City Fiber.
20. MLP and Whip City Fiber have sole discretion for determining the final location of the overhead and/or buried fiber optic service line to and within the premise and may at times require scheduled access to this property for the purpose of maintenance and service. MLP and Whip City Fiber acknowledges that

damage to customer property solely attributable to the on-site installation and maintenance of this fiber service shall be repaired to conditions that existed prior to the installation of Whip City Fiber equipment. Installation of the Whip City Fiber service may involve modifications to a rental property. While these modifications are often minor, standard professional installation may include drilling holes to run fiber optic cable and attach equipment securely to the premise. The tenant attests that these required modifications are authorized by the landlord, or its authorized representative. Whip City Fiber is released from any liability related to damages your landlord may claim as a violation of your lease/rental agreement.

21. MLP and Whip City Fiber shall not be liable to the Customer under this Agreement for any failure or delay in performance that is due to causes beyond its reasonable control and without its fault or negligence including, but not limited to, acts of nature, acts of civil or military authority, governmental actions, fires, civil disturbances, interruptions of power, or transportation problems. MLP and Whip City Fiber shall also not be liable for any delay or performance failure caused by the Customer's failure to perform any of its obligations under this Agreement.
22. This Agreement shall be governed under the laws of the Commonwealth of Massachusetts, and to the extent applicable, federal law, without regard to choice of law principles. The Customer and Whip City Fiber hereby agree that the state or federal courts of the Commonwealth of Massachusetts shall determine any dispute relating to or arising out of this Agreement.
23. THE CUSTOMER UNDERSTANDS AND ACKNOWLEDGES THAT MLP AND WHIP CITY FIBER ARE NOT LIABLE FOR ANY DAMAGES RESULTING FROM ANY FAILURE OR DELAY DURING INSTALLATION AND PROVIDING SERVICES. MLP AND WHIP CITY FIBER MAKE NO GUARANTEES OR PROMISES WITH REGARD TO THE EXACT DATE OF THE COMPLETE INSTALLATION AND OPERATIONAL STATUS OF THE CUSTOMER.
24. SERVICES PROVIDED BY MLP AND WHIP CITY FIBER ARE "AS IS." MLP AND WHIP CITY FIBER MAKES NO WARRANTY OF ANY KIND, EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT, OR ANY WARRANTY REGARDING THE RELIABILITY OR SUITABILITY FOR A PARTICULAR PURPOSE OF ITS SERVICES. MLP AND WHIP CITY FIBER ASSUMES NO RESPONSIBILITY FOR ERRORS OR OMISSIONS IN THEIR SERVICES AND DOCUMENTS ASSOCIATED WITH SERVICES BY REFERENCE OR LINKS. REFERENCES TO THIRD PARTIES, THEIR SERVICES, AND THEIR PRODUCTS ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESSED OR IMPLIED. MLP AND WHIP CITY FIBER SERVICES AND DOCUMENTS ASSOCIATED WITH SERVICES COULD INCLUDE TECHNICAL OR OTHER INACCURACIES OR TYPOGRAPHICAL ERRORS.

APRIL 2021