

NORWOOD LIGHT BROADBAND TELEPHONE AGREEMENT

Use of Service and Equipment. The Service and Equipment are provided to Business Subscribers for business use. The Service and Equipment are provided to Residential Subscribers for personal use only. Residential Subscribers may not use the Service and Equipment for business purposes. Subscriber may not:

(a) Use the Service for autodialing, continuous or extensive call forwarding, fax broadcast, fax blasting or any other activity that would be inconsistent with normal residential or business usage patterns.

(b) Resell or transfer the Service or the Equipment to any other person for any purpose, or charge others to use the Service, without first obtaining the express written permission of Reseller, which Reseller may give or withhold in its sole and absolute discretion.

(c) Use the Service to transmit or receive any verbal or electronic communications or material if the transmission or receipt of such communication or material would constitute or encourage a criminal offense, give rise to a civil liability, or otherwise be illegal or unlawful under the laws of any country, state, province, territory, or locality having jurisdiction over such communication. If, in its sole judgment, Reseller believes that the Service or Equipment has been used to transmit or receive such communications or material, Reseller may forward copies of such communications and objectionable material, if available, as well as any records related thereto, any of Subscriber's communications with Reseller, and Subscriber's personal information to the appropriate authorities, and Subscriber hereby consents to such forwarding.

Location of Service. The Service is provided at a specific address and not available as a nomadic offering. Before Subscriber moves to another location, Subscriber must notify Reseller to determine if service can be provided at Subscriber's new permanent address. Service will only be provided at locations where E911 connectivity is available.

Power Failure; Internet Service Outage or Termination; Suspension or Termination by Vendor. Subscriber must acknowledge: (i) that the Service does not function in the event of power failure, or if Subscriber's Internet service is suspended, terminated, or otherwise fails; (ii) that the Service requires a fully functional broadband connection to the Internet, and in the event of an outage of service, or termination of service with or by Subscriber's Internet service provider ("IP") and/or broadband provider, the Service will not function, and Subscriber will continue to be billed for the Service unless and until Subscriber or Reseller terminates the Service in accordance with this Agreement; (iii) that should there be an interruption in the power supply or an IP outage, the Service will not function until power is restored or the Internet outage is cured; (iv) that a power failure or disruption may require the Subscriber to reset or reconfigure equipment prior to utilizing the Service; (v) that power disruptions or failures or Internet service outages will also prevent dialing manually and electronically to emergency service numbers including the E911 calling feature; and (vi) that E911 service, and other emergency services, will NOT be available in the event Subscriber's Service is suspended by Reseller due to non-payment of fees when due, if Reseller terminates Subscriber's Service, the Service will not function until such time as Reseller restores Subscriber's Service (which may require the payment of all invoices and reconnection fees owed by Subscriber or cure of any breach by Subscriber of this Agreement).

(vii) MEDICAL ALERT DEVICES: Since Norwood Light Broadband telephone service does not have a battery back-up, it is not intended for use with medical alert devices. Connecting medical alert devices to Norwood Light Broadband telephone service is dangerous and prohibited.

MONITORED ALARM SYSTEMS: Subscriber acknowledges that any monitored alarm system connected to a surveillance center will not be operational in the event any of the above events occur. Subscriber accepts those limitations stated above and agrees to hold the Town of Norwood and Momentum LLC harmless for the failure of such devices.

Subscriber acknowledges that any monitored alarm system connected to a surveillance center may not be compatible with the NLB system. In order to verify compatibility I understand that it is my responsibility to test my system after installation and inform NLB of any problems within 24 hours of installation of NLB telephone service. I also understand that it is my responsibility to test any device that is replaced or added by subscriber at a later time. Subscriber accepts those limitations stated above and agrees to hold the Town of Norwood and Momentum LLC harmless for the failure of such device.

If Subscriber is not comfortable with the limitations of Norwood Light Broadband telephone with the above-stated device, Subscriber should consider having an alternate means of contacting the surveillance center or disconnect NLB Service.

Limitation of Liability and Indemnification. Subscriber must acknowledge: that Reseller's liability is limited for any Service outage and/or inability to manually or electronically dial 911 from Subscriber's line or to access emergency service personnel, as set forth in this Agreement; (ii) that Subscriber agrees to defend, indemnify, and hold harmless Reseller, its officers, directors, employees, affiliates and agents and any other service provider who furnishes services to Subscriber in connection with this Agreement, from any and all claims, losses, damages, fines, penalties, cost and expenses (including, without limitation, reasonable attorneys fees) by, or on behalf of, Subscriber or any third party or user of Subscriber's Service relating to the absence, failure or outage of the Service, including E911 and/or inability of Subscriber or any third party user of Subscriber's Service to dial 911 or to access emergency service personnel.

DISCLAIMER: LIABILITY LIMITATIONS: INDEMNIFICATION

Disclaimer of Damages. IN NO EVENT SHALL RESELLER, ITS OFFICERS, DIRECTORS, EMPLOYEES, AFFILIATES OR AGENTS OR ANY OTHER SERVICE PROVIDER WHO FURNISHES SERVICES IN CONNECTION WITH THIS AGREEMENT OR THE SERVICE BE LIABLE TO SUBSCRIBER OR ANY THIRD PARTY FOR ANY DIRECT, INCIDENTAL, INDIRECT, CONSEQUENTIAL, PUNITIVE, EXEMPLARY OR CONSEQUENTIAL DAMAGES, OR FOR ANY OTHER DAMAGES, INCLUDING BUT NOT LIMITED TO, LOSS OF DATA, LOSS OF REVENUE OR PROFITS, OR DAMAGES ARISING OUT OF OR IN CONNECTION WITH THE USE OR INABILITY TO USE THE SERVICE, INCLUDING INABILITY TO BE ABLE TO ELECTRONICALLY OR MANUALLY DIAL 911 OR TO ACCESS EMERGENCY SERVICE PERSONNEL THROUGH THE SERVICE. THE LIMITATIONS SET FORTH HEREIN APPLY TO CLAIMS FOUNDED IN BREACH OF CONTRACT, BREACH OF WARRANTY, PRODUCT LIABILITY OR TORT, AND ANY AND ALL OTHER THEORIES OF LIABILITY THAT APPLY WHETHER OR NOT Reseller WAS INFORMED OF THE LIKELIHOOD OF ANY PARTICULAR TYPE OF DAMAGES.

I HAVE READ THE ABOVE INFORMATION REGARDING NORWOOD LIGHT BROADBAND TELEPHONE SERVICE AND UNDERSTAND THE TERMS OF SERVICE: I ACKNOWLEDGE THAT I HAVE A MONITORED ALARM SYSTEM BUT WISH TO SUBSCRIBE TO NORWOOD LIGHT BROADBAND TELEPHONE DESPITE THE ABOVE-STATED LIMITATIONS.

Indemnification. Subscriber agrees to defend, indemnify, and hold harmless Reseller, its officers, directors, employees, affiliates and agents and any other service provider who furnishes services to Subscriber in connection with this Agreement or the Service, from any and all claims, losses, damages, fines, penalties, costs and expenses (including, without limitation, reasonable attorneys' fees) by, or on behalf of, Subscriber or any third party or user of Subscriber's Service, relating to this Agreement, the Service, or relating to the Service, including, without limitation, 911 Dialing, or the Equipment.

Protections Extend to Reseller's Network Providers. Subscriber must acknowledge that Reseller relies upon third parties ("Network Providers") to provide some of the Services, including but not limited to, directory listing, E911, long distance, originating and terminating calls. Subscriber must agree that all rights, protections, limitations of liability, disclaimers of warranties and the like in favor of Reseller in this Agreement apply with equal force to all Network Providers who, therefore, are third-party beneficiaries to the protections, rights and the like in favor of Reseller under this Agreement.

Please call customer service with any questions at 781-948-1150

I HAVE READ THE ABOVE INFORMATION REGARDING NORWOOD LIGHT BROADBAND TELEPHONE SERVICE AND UNDERSTAND THE TERMS OF SERVICE:

SUBSCRIBER'S NAME (PLEASE PRINT) _____

SUBSCRIBER'S ADDRESS _____

SUBSCRIBER'S SIGNATURE _____

Date _____