

LEVERETT MUNICIPAL LIGHT PLANT
LEVERETT, MA

**AGREEMENT FOR
COMMUNICATIONS SERVICES**

THIS AGREEMENT FOR COMMUNICATIONS SERVICES ("Agreement) is entered into on November _____, 2016, by and between _OTT Communications _____, an Internet Services Provider ("ISP" or "Service Provider") and LEVERETT MUNICIPAL LIGHT PLANT, an entity organized under the laws of Massachusetts and located in Leverett, MA ("Leverett" or "MLP"), each a "Party" and together, the "Parties."

IN CONSIDERATION OF the mutual promises set forth below, and for other good and valuable consideration, the adequacy and receipt of which are hereby acknowledged, the Service Provider and MLP agree as follows:

TERMS AND CONDITIONS

1.0 SCOPE

Service Provider, as sole ISP on the Leverett Network, shall provide Communication Services to Subscribers on the Network, all as defined herein, subject to the terms and conditions of this Agreement and Attachments and any Amendments that may hereafter be agreed to be the Parties, as provided below.

Also incorporated in the Scope of this Agreement is the MLP Request for Proposals dated June 30, 2016 including any of its attachments or addenda. Where the provisions of this Agreement and the MLP Request for Proposal are in conflict, this Agreement shall govern.

2.0 ATTACHMENTS TO THIS AGREEMENT

Attachment A: Communications Services

3.0 DEFINITIONS

"Acceptable Use Policy" means the policies of the ISP applicable to Subscribers for the use of the Network.

"Affected Subscriber" means a subscriber whose ability to access or utilize any Communications Service is affected by an Outage

"Agreement" means this Agreement and any and all Attachments thereto and Addenda to which the Parties may agree from time to time and which reference this Agreement.

"Authorizations" means the permissions a Party must have to perform its obligations under this Agreement, which may include franchises; licenses; permits; grants of authority to use public rights of way or facilities; agreements to make attachments to poles, ducts, conduits, towers, buildings, rooftops, manholes, and the like; and any other approval of a governmental authority or third persons with respect to (i) the construction, installation, repair, maintenance, operation or use of tangible or intangible property, as

the case may be, or (ii) any requirement by a governmental authority for the engagement in a business or enterprise.

"Communications Services" means the services provided to Subscribers by the Service Provider, including, but not limited to, data transmission service, IP transport, Internet access service, email and telephone services, regardless of technology used, as set forth in service agreements or Service Orders.

"Connection Charge" means a fee invoiced by the Service Provider and payable by Subscriber relating to Connection Services.

"Connection Services" means work performed by the Service Provider for the purpose of enabling the provision of Services to Subscribers, including, but not limited to, construction, installation and activation of communications facilities and equipment.

"Demarcation Point" means the point of connection between the MLP provided equipment—Optical Network Terminal ("ONT") Ethernet and telephone ports—and the subscriber's premise wiring and equipment. The demarcation point is the physical point at which the separation is made from the MLP facilities and equipment and those of the end user.

"Interconnection Point" means: 1) the MLP network connection to the "middle mile," located at the LeverettNet Point of Presence #1, 95 Montague Road, Leverett, MA; and 2) the connection between the "middle-mile" network and the Service Provider network. Interconnection points are managed and maintained by 3rd parties on behalf of the MLP. The Interconnection points shall be established and maintained by means of a network-to-network interface (NNI).

"Middle Mile Network" means the network that provides connectivity from LeverettNet to the Service Provider. The "middle mile" for LeverettNet is owned by the Massachusetts Broadband Institute and operated by AxiaNG Networks.

"Network to Network Interface (NNI)" means a connection established between two telecommunications providers using a mutual agreement usually in exchange for fees or for services rendered. An NNI does not carry direct customer traffic. Rather it provides a means of aggregation for many customers.

"Maintenance" means work performed upon or to the Network to ensure the continuity of acceptable signal transmission to and from Leverett for the purpose of delivering Services to Subscribers in a manner consistent with the terms of the Communications Services Provisions set forth in Attachment A. Unless otherwise agreed in writing, Maintenance shall not include any work associated with equipment owned by an entity other than the Service Provider.

"Network" "Leverett Network," "LeverettNet," or "Access Network" means the fiber optic network constructed, operated and maintained by MLP, including fiber optic cable, conduit, routers, switches, optical equipment, wireless equipment, and associated network facilities, located within Leverett or within the control of the MLP.

"Outage" means "a significant degradation in the ability of an end user to establish and maintain a channel of communications" (FCC definition, in 47 C.F.R. 4.5(a)).

"Service Credit" means a dollar credit on the subscriber's next monthly bill from the Service Provider.

"Service Order" means a written agreement for the Service Provider to provide Connection Services and Communication Services to Subscriber and for Subscriber to accept such services and pay the relevant charges, as specifically set forth in such Service Order. Service orders are agreements solely between the Subscriber and the Service Provider. The contract between the MLP and the Service Provider shall in no way substitute for contracts between the Service Provider and the Subscriber.

"Subscriber or Customer" means the end-user of Communications Services.

"Uptime" means a period of time in which no Subscriber is affected by an Outage

"User to Network Interface (UNI)" means the same as "Demarcation Point."

4.0 COMMUNICATIONS SERVICES

Service Provider's Communications Services include all services, pricing, technical specifications, and outage provisions as specified in Attachment A and any subsequent amendments to that Attachment.

5.0 TERM AND TERMINATION

5.1 Term

This Agreement shall be effective on the date of the last signature executing this document ("Effective Date") and shall continue for a period of three (3) years from the start of services to Subscribers. Services to Subscribers shall start no later than _____, 2017. The Agreement may be extended for an additional time period agreed to by both Parties at least 6 months prior to its expiration.

5.2 Termination

5.2.1 Material Breach

Either Party may terminate this Agreement in the event of a material breach by the other Party, consistent with the procedures and remedies for default set forth in Section 10. Actions taken under Section 5.2.2, below, are not subject to the procedures and remedies for default set forth in Section 10.

5.2.2 Termination for Insolvency

MLP may terminate this Agreement immediately, upon written notice, if Service Provider becomes insolvent; files a voluntary petition in bankruptcy; proposes any dissolution, liquidation, reorganization or recapitalization; has filed against it an involuntary petition in bankruptcy, or a receiver is appointed or takes possession of it's

property, and such petition is not dismissed or stayed within thirty (30) days of such filing, appointment or taking possession; makes an assignment for the benefit of creditors, or is adjudicated as bankrupt; or takes any similar action under the laws of any jurisdiction.

5.2.3 Effect of Expiration or Termination

Any termination or expiration of this Agreement shall immediately terminate any Service Agreement or Service Order between the Service Provider and any and all Subscribers within the Town of Leverett. All Service Provider IP network addresses assigned to Subscribers under this Agreement remain an integral part of Service Provider's contiguous range of addresses and will be relinquished upon termination or expiration of this Agreement. In the event of termination or expiration of this Agreement, Service provider will provide full support and cooperation to the process and requirements of effecting a smooth transition to the incoming ISP.

6.0 MLP RESPONSIBILITIES

MLP shall be responsible for the protection, storage, backup, and security of MLP software, network equipment, and related facilities. Any dealings the MLP has with third parties are between MLP and the third party, and MLP acknowledges and agrees that the Service Provider is not liable for any loss or claim MLP may have against a third party.

6.1 MLP will provide a complete Layer 2 Fiber to the Premise access network in order for the Service Provider to deliver services to end users. MLP will provide all fiber cables, fiber connection hardware, Active Ethernet access equipment and Optical Network Terminals ("ONTs") up to the exterior of each subscriber's premise.

6.2 MLP will provide, at no expense to the Service Provider, suitable space for the Service Provider to install equipment to support the Communications Services, and MLP will include and pay for sufficient power and environmental conditioning to support such equipment. MLP will provide backup power and an uninterruptable power supply (UPS) for the space.

6.3 MLP will separately contract with a Network Operator to provide overall management of the network.

6.4 MLP is responsible for installation, maintenance, and repair of MLP FTTH fiber between the local Interconnection Point and Subscriber's Optical Network Terminal ("ONT"). MLP will separately contract with a Maintenance Provider for physical maintenance and repair of the MLP fiber plant.

6.5 MLP will allow Service Provider employees and agents to enter upon MLP property for the purpose of connecting or disconnecting Communications Services or installing, maintaining, repairing, replacing, or removing Service Provider equipment and apparatus connected with the provision of Communications Services.

6.6 MLP will separately contract with third parties to provide "middle-mile" interconnection between LeverettNet and the Service Provider. MLP is responsible for 'middle mile' transport costs.

7.0 SERVICE PROVIDER RESPONSIBILITIES

Service Provider shall provide Connection and Communications Services in a manner consistent with the level of care and skill ordinarily exercised by the industry and in compliance with all applicable federal, state, and local laws and regulations and shall provide all labor, materials, equipment, tools, supervision, and other resources necessary to provide such services over **leverett.net** as described herein. Service Provider will make full efforts to sell services on the Network and will provide Subscriber education and support. All equipment and facilities procured or owned by Service Provider to connect to the MLP Network and to initiate Connection Services or Communications Services shall be the property of Service Provider and not MLP

7.1 Sufficient Bandwidth

Service Provider shall have and maintain sufficient equipment, software, access systems, and upstream bandwidth and peering arrangements to provide connectivity for the maximum load of the Leverett Network, including telephone service. Currently, the Leverett network contracts a 2gbps symmetrical bandwidth "middle mile" link. Service Provider shall be prepared to accommodate increased bandwidth on this link up to 10gbps, upon two months' notification by the MLP

- a. Bandwidth upgrades shall take place when bandwidth usage as measured by sampling at 5 minute intervals exceeds 75% during the busiest hour in 3 consecutive weeks and shall only occur with prior approval of the MLP.
- b. For each additional one gbps added, the ISP shall, at its option, be authorized to increase its charge to subscribers by an amount equal to its cost for the additional bandwidth, provided, however that this rate increase shall not exceed \$3.00 per month per subscriber for each one gigabit added to the network.

7.2 Telephone Routing and Interconnection

Service Provider shall have and maintain sufficient equipment, software, access systems, and connectivity to provide and manage telephone services throughout the Public Switched Telephone Network (PSTN) and interconnection points of the PSTN with the Internet protocol (IP) realm, including E911, LIDB (Line Information Database), CNAM (Calling NAME), LERG (Local Exchange Routing Guide), and SS7(Signaling System 7).

7.3 Technical Staffing

Service Provider shall have and maintain on staff at least two Calix certified technicians within 6 months of the effective date of this Agreement.

7.4 Subscriber Connection Activation

Service Provider is responsible for configuring, provisioning, and activating MLP supplied Calix Optical Network Terminal (ONT) equipment and Active Ethernet facilities required to provide Communications Services. Service Provider shall test the Subscriber connection to the Network, and shall notify Subscriber upon verification by Service Provider that Communications Services are active and available to Subscriber.

7.5 Acceptable Use Policy & Contact Information

Service Provider shall provide a clearly defined Acceptable Use Policy to Subscribers covering every aspect of Connection Services, Network usage, and billing, including ISP mail and telephone contact information for billing and technical questions and correspondence. Service Provider shall identify the MLP and Network Operator as authorized recipients of Customer Network Proprietary Information and shall include a Letter of Agency to allow MLP and Network Operator access to such information.

7.6 Subscriber Satisfaction & Trouble Reporting

a. Service Provider shall provide 24/7/365 one-call, toll-free telephone customer service to receive and respond to Subscriber service related inquiries, notifications of outage, and requests for maintenance. Subscriber calls shall be answered by Service Provider employees or contracted staff under the control of the ISP trained in customer telephone support and resolution of network equipment problems. Service Provider shall provide a method for escalation of Subscriber trouble reports relating to the Access Network to the separately contracted Network Operator for support. Service Provider shall work in partnership with the Network Operator to ensure Subscriber satisfaction, following separately agreed upon Method of Operation procedures.

b. Service Provider shall maintain an issue based "ticket number" log of Subscriber communications for each Subscriber issue. This log shall be visible to the MLP on a real-time basis. The MLP reserves the right to contribute to the communication and assist in resolution of issues.

c. Service Provider shall provide MLP with weekly and monthly reports of Subscriber trouble issues and ISP responses and actions. Report metrics shall include, but are not limited to: Subscriber complaints, categorized by type; Tickets outstanding, closed, total, average daily new; Network outages, stratified by repair time and location; Mean Time to Resolution (MTTR) by issue category; Resolution percentages; Provisioning intervals; Billing accuracy & timeliness; Network congestion.

7.7 Additional Subscriber Installation Services

a. Service Provider may provide, as agreed with Subscriber, additional equipment and facilities, including, but not limited to, interior premise installations beyond the ONT, cables and conduit physically connecting Subscriber equipment to the

Network, optical and electronic equipment, and wireless transmission and reception equipment; and may sell or lease equipment to the subscriber beyond the ONT. Subscriber will pay fees in exchange for such additional services, as set forth below.

b. Service Provider is responsible for ensuring its services work on the Network. All services provided by Service Provider hereunder shall be rendered in a manner consistent with that level of care and skill ordinarily exercised by the industry, and in compliance with all federal, state, and local laws and regulations, and shall be compatible with the design and capacity of the Network. The MLP retains the right to reject or prohibit the offering of services.

c. For additional installation services, Subscriber shall pay to Service Provider a fee according to a Schedule of Time and Materials, payable upon activation of the services, such schedule to be approved by the MLP.

7.8 ISP Right to Terminate Services

Service Provider at its sole discretion may terminate service to a Subscriber due to non-payment of ISP invoices, including but not limited to MLP fees, as defined in Section 7.10, below.

7.9 Network Information & Security

a. Service Provider shall provide 24/7/365 Network monitoring in conjunction with separately contracted Network Operator, based on mutually agreed terms. Disputes shall be mediated by the MLP.

b. Service Provider shall provide technical interoperability information to the separately contracted MLP Maintenance Provider and Network Operator to ensure system compatibility.

c. Service Provider shall maintain backups of network equipment configurations and confirm to MLP on a monthly basis or as otherwise agreed.

d. Service Provider shall provide to the MLP Network total and IP usage data with OSI (Open Systems Interconnection) layers 3 – 7 visibility, via real-time web portal, and in summary format monthly.

e. Service Provider shall institute any and all filtering of Internet content required by federal, state, or local law.

f. Service Provider is responsible for the protection, storage, back up, and security of any MLP data collected by the Service Provider.

g. Service Provider shall maintain, according to industry best practices, security and mitigation procedures, software, and processes to protect the MLP Network

against computer viruses, worms, computer sabotage, "denial of service attacks," DNS spoofing attacks, and/or other attacks of a similar nature.

h. Service Provider may take any reasonable and lawful action it deems necessary to protect itself and Subscribers from unlawful or unauthorized Network conduct or to maintain the quality of the Service Provider's Communications Services under this Agreement.

i. Service Provider 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. If time permits, the Service Provider may, in its sole discretion, give an alleged infringer a reasonable opportunity to remove the infringing material itself. In addition, it is the Service Provider'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 the Service Provider may terminate the Service at any time with or without notice for any affected Subscriber or user.

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 Service Provider. 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 was 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 Federal District Court for the judicial district in which the address is located, or if the Subscriber's address is outside of the United States, for the judicial district in which the service provider may be found, and that the Subscriber will accept service of process from the Service Provider.

j. MLP acknowledges and agrees that the reliability, availability, and performance of Internet data, applications or services accessed through the Service Provider and not provided by the Service Provider are beyond the Service Provider's control and are not in any way warranted or supported by the Service Provider.

7.10 Invoicing and Remittance of MLP Fees

a. Service Provider shall handle all retail billing and collections for the MLP Network, to ensure proper billing and service.

b. Service Provider shall collect from Subscribers and pass through to the MLP an amount determined by the MLP as necessary to cover MLP costs of operating and maintaining the network, including 'middle mile' transport costs. The MLP will determine these costs on an annual basis. This amount will be apportioned to Subscribers on a monthly basis and included by the Service Provider in Subscriber billing statements. The monthly subscriber charge during a calendar year shall be determined by dividing the actual amount of MLP costs determined by the MLP by twelve (12) and then by the number of active ONTs on the Network as determined by the Network Operator during December of the previous year. The ISP is authorized, at its option, to increase its monthly charge to each subscriber by no more than one percent (1%) of the monthly MLP subscriber charge calculated above as a bad debt allowance.

c. Service Provider shall remit the MLP fees to the MLP within thirty (30) days after the due date of the Subscriber bill sent by the Service Provider. All remittances shall be in U.S. dollars by electronic wire transfer to the bank account designated by the MLP from time to time or by company check delivered to MLP. Any undisputed amounts not paid when due will bear a finance charge at a rate equal to the lesser of one and one half percent (1 ½ %) per month or the highest rate permitted by law, calculated from the first day a payment is past due. If MLP at any time has reasonable concern about security or timeliness of payments, it may, upon thirty days' notice, either (a) suspend the Communications Services and/or the rights granted under this Agreement until it receives payment or Service Provider provides a letter of credit or other arrangement acceptable to the MLP to secure payment; or (b) terminate this Agreement and all Subscriber contracts made hereunder. If the MLP initiates a successful collection action, the MLP will be entitled to recover from Service Provider the costs and expenses incurred in connection with collecting the same (including-attorneys' fees).

d. Service Provider shall indicate on Subscriber's bill items related to MLP costs separate from Service Provider charges.

e. Delinquent collection of MLP costs shall not in any way affect Service Provider's obligation to pay such costs to MLP.

7.11 Subscriber Information

Service Provider shall maintain Subscriber usage information available to MLP and Network Operator. This information will be the property of the MLP, to allow identification of system capacity issues and high volume users. Service Provider will not have any right to sell, or otherwise benefit from any such information, other than the right to use Subscriber information for service, billing, and collections purposes, and for marketing its own services.

8.0 UNAUTHORIZED ACCESS

Service Provider shall not be responsible for unauthorized access to MLP transmission facilities, premises, or equipment by any individual or entity, or for unauthorized access to, or alteration, theft, or destruction of MLP data files, programs, or other information unless such facilities, premises, equipment, data files, programs, or other information are under Service Provider's control. For the purposes of this paragraph, the term "unauthorized" means that an act has not been approved by Service Provider.

9.0 NOTICES

With the exception of Subscriber requests for Service, changes to Service, notices of outages, and other Subscriber related inquiries, all legal notices, demands, and requests required or permitted to be given under the provisions of this Agreement shall be (a) in writing, and (b) delivered to MLP by facsimile transmission with confirmation of delivery, or electronic mail with confirmation of delivery by MLP recipient, or sent by overnight commercial delivery service or certified mail, return receipt requested. Notice shall be deemed to have been given on the date of the transmission and receipt of facsimile or electronic mail transmissions, or the delivery date set forth in the records of the delivery service or on the return receipt.

10.0 DEFAULT

10.1 Default and Cure

A Default under this Agreement shall occur if (a) a Party fails to perform, in any material respect, any of its obligations set forth in this Agreement, and (b) such failure is not excused by any provision of this Agreement, and (c) such failure continues un-remedied for a period of twenty-eight (28) days following receipt of written notice from the non-breaching Party. If the breach by its nature cannot be cured within twenty-eight (28) days and the breaching Party within that time has diligently commenced its cure, there shall be no Default as long as the Party diligently continues such cure to completion.

10.2 Remedies

Upon the occurrence of a Default, the non-breaching Party shall have the right, subject to the express limitations contained in this Agreement, to terminate this Agreement and to pursue any and all available legal or equitable remedies against the defaulting Party. The non-breaching Party may pursue such remedies simultaneously or consecutively, at its discretion.

11.0 ASSIGNMENT

Service Provider shall not assign its rights and obligations under this Agreement without the prior written consent of MLP.

12.0 CONFIDENTIALITY

12.1 In General

The following shall apply to Parties' Proprietary Information, as defined below:

a. Subject to the exceptions set forth below, each of the Parties shall hold in confidence any non-public information obtained by it pursuant to the performance of the obligations required or the transactions contemplated by this Agreement. Proprietary Information includes, but is not limited to, proprietary or confidential information disclosed by either Party to the other for the purposes hereunder, including but not limited to any material clearly identified in writing as being such ("Proprietary Information"). Proprietary Information shall be safeguarded and protected in the same manner as the recipient's procedures require, to ensure protection and nondisclosure of recipient's proprietary and confidential information. The recipient's obligation to safeguard and not disclose such Proprietary Information shall not apply to information in the public domain, lawfully in the recipient's possession prior to receipt hereunder, or lawfully obtained from third parties. The parties acknowledge that Proprietary Information may be disclosed as part of any normal reporting and review procedure with auditors and attorneys, or with any outside lender, or any proposed or actual successor in interest; provided, however, that prior to such disclosure, the third party to receive such disclosure shall agree to maintain the confidentiality of the Proprietary Information.

b. If required by order of a governmental or judicial body, recipient may release to such body the Proprietary Information required by such order; provided, however, recipient agrees that prior to such release it shall promptly notify the other party of the order and allow the other party to contest any release of the Proprietary Information; and provided, further, recipient shall use all reasonable efforts to prevent such Proprietary Information from becoming disclosed to the public.

12.2 Survival

The confidentiality provisions in this section shall survive expiration or termination of this Agreement.

13.0 INTELLECTUAL PROPERTY

Nothing in this Agreement shall be construed as a grant of any right or license under any copyrights, inventions or patents now or later owned or controlled by either Party, and nothing in this Agreement shall be construed as granting any right, title, or interest in the other Party's trademarks, trade names, service marks, or other intellectual property rights. The Parties agree not to use the trademarks, trade names, or service marks of the other party without prior written permission.

14.0 INDEMNIFICATION

a. To the fullest extent permitted by law, the Service Provider shall defend, indemnify, and save harmless the MLP and its respective duly elected or appointed officials, agents and employees

(referred to collectively as “MLP”) from and against all demands, claims, damages, liabilities, losses, costs, and expenses (including, but not limited to, reasonable attorney fees) (referred to collectively as “demands”) arising out of or resulting from any work performed pursuant to this Agreement including but not limited to any negligent acts, errors, or omissions of the Service Provider, any subcontractor of the Service Provider, or any person directly or indirectly employed by any of them, or by a defect of a product or design supplied by the Service Provider or subcontractor. Such obligation shall not negate, abridge, or reduce in any way any additional indemnification rights of the MLP, that otherwise may exist under statute or in law or equity.

b. Service Provider assumes full responsibility for relations with any subcontractors employed directly or indirectly by the Service Provider and the Service Provider shall defend, indemnify, and save harmless the MLP from all demands made against the MLP by such subcontractor, such subcontractor’s agent or employee, or any person, as the result of such subcontractor’s work performed pursuant to this Agreement including but not limited to negligent acts, errors, or omissions that arise out of, result from, or are connected with the performance of this Agreement or any subsequent Agreement and is not otherwise subject to indemnifications under subparagraph “a” above.

c. The Service Provider shall defend, indemnify, and hold harmless the MLP from any and all demands relating to wages, overtime compensation, or other employee benefits by employees employed directly or indirectly by the Service Provider for work performed in connection with the work hereunder or required by state or federal law.

d. The indemnification obligations of the Service Provider and subcontractor shall not be limited in any way by any limitations on the amount or type of damages, compensations, or benefits payable by or for the Service Provider or subcontractor under any federal or state law.

e. In the event of a breach of this Agreement by the Service Provider, the Service Provider shall pay the MLP all reasonable attorney fees, costs and other litigation expenses incurred by the MLP in enforcing its rights as a result of said breach in addition to any damages for said breach.

15.0 REPRESENTATIONS AND WARRANTIES

By execution of this Agreement, each Party represents and warrants to the other that: (a) the Party is duly organized, validly existing and in good standing under the Laws of the jurisdiction of its organization; (b) the Party has full right and authority to enter into and perform this Agreement in accordance with the terms hereof and thereof; (c) the Party's execution, delivery, and performance of this Agreement will not conflict with, violate or result in a breach of (i) any law, regulation, order, writ, injunction, decree, determination or award of any governmental authority or any arbitrator, applicable to such Party, (ii) any of the terms, conditions or provisions of its charter, bylaws, or other governing documents of such Party, (iii) any material agreement to which it is a party, or (iv) any instrument to which such Party is or may be bound onto which any of its material properties or assets is subject; (d) the Party's execution, delivery and performance of this Agreement has been duly authorized by all requisite corporate action; (e) that the signatories for such Party are authorized to sign this Agreement; (f) there are no actions, suits, proceedings or investigations pending, or to the knowledge of the Party, threatened against or affecting the Party of any of its properties, assets or businesses in any court or before or by

any governmental authority that could, if adversely determined, reasonably be expected to have a Material adverse effect on the Party's ability to perform its obligations under this Agreement; (g) the Party has not received any currently effective notice of any material default; and (h) the Party has not previously been and is not currently, debarred, suspended, or proposed for debarment, declared ineligible, voluntarily excluded from transactions by any federal or state department or agency, or subject to any inquiry, investigation, or proceeding regarding the foregoing.

16.0 TAXES

Each Party shall be responsible for paying its own federal, state or local sales, use, excise, value-added, personal property, income or other taxes or charges assessed on or levied against any transaction or event arising from the performance of this Agreement. Service Provider reserves the right to pass through to Subscribers any and all fees payable by Service Provider relating to the federal Universal Service Fund, which shall be designated as such in a separate line item on billing statements and which shall be payable by Subscriber.

17.0 INSURANCE

The Service Provider shall, at all times during the Contract, maintain in full force and effect: Employer's Liability, Workers' Compensation, Public Liability and Property Damage Insurance, including contractual liability coverage for the provisions of the Section herein entitled Indemnification. All insurance shall be by insurers and for policy limits acceptable to the MLP and, before commencement of work hereunder, the Service Provider agrees to furnish the MLP with certificates of insurance or other evidence satisfactory to the MLP to the effect that such insurance has been procured and is in force. The certificates shall contain the following express obligation:

"This is to certify that the policies of insurance described herein have been issued to the insured for whom this certificate is executed and are in force at this time. In the event of cancellation or material change in a policy affecting the certificate holder, thirty (30) days prior written notice will be given the certificate holder."

For the purpose of the Contract, the Service Provider shall carry the following types of insurance in at least the limits specified below:

COVERAGE LIMITS OF LIABILITY

Workers' Compensation	Statutory Limit
Employers' Liability	\$500,000
Bodily Injury Liability (except automobile)	\$1,000,000 each occurrence \$2,000,000 aggregate
Property Damage Liability (except automobile)	\$1,000,000 each occurrence \$2,000,000 aggregate

Automobile Bodily Injury Liability	\$1,000,000 each person \$2,000,000 each occurrence
Automobile Property Damage Liability	\$1,000,000 each occurrence
Excess Umbrella Liability	\$1,000,000 each occurrence

The MLP shall be named as an additional insured under the liability and automobile insurance. The general liability insurance policy should contain a broad form general liability endorsement.

18.0 RELATIONSHIP OF THE PARTIES

This Agreement is not intended to create, nor shall it be construed to create, any partnership, joint venture, or employment relationship between Service Provider and MLP, and neither Party shall be liable for the payment or performance of any debt, obligations, or liabilities of the other Party, unless expressly assumed in writing. Each Party covenants that it shall not act in a manner that may be construed to be inconsistent with the foregoing nor otherwise act or purport to act on behalf of the other Party except as may be expressly authorized in writing by the other Party. Service Provider and MLP, in performing any of their obligations hereunder, shall be independent Parties and shall discharge their contractual obligations at their own risk subject, however, to the terms and conditions hereof.

19.0 FORCE MAJEURE

19.1 Force Majeure Events

Notwithstanding any other provision of this Agreement, neither Party shall be liable for any failure or delay in performing its obligations, or for any loss or damage, resulting from any event or circumstance beyond the reasonable control of the Party, including but not limited to an earthquake, hurricane, fire, flood, lightning, sinkhole or other forces of nature, acts of war, terrorism or civil unrest, strikes, lockouts or other labor unrest, or legal order, government action or application of laws, regulations or codes ("Force Majeure Event").

19.2 Response to Force Majeure

A Party whose performance is affected by a Force Majeure Event shall provide reasonable notice to the other Party and shall make commercially reasonable efforts to minimize the impact of the Force Majeure Event on its performance.

19.3 Suspension Pending Force Majeure

The deadline by when a Party must perform an obligation under this Agreement, other than payment of money, shall be postponed by the period of time by which the Party's ability to perform that obligation is materially prevented or interfered with by a Force Majeure Event.

20.0 APPLICABLE LAW

This Agreement will be governed, and construed in accordance with the laws of the Commonwealth of Massachusetts, without regard to any conflicts of law provisions that would affix jurisdiction in another State, and any dispute arising out of this Agreement shall be filed in a court of competent jurisdiction in Franklin County, Massachusetts.

21.0 HEADINGS

Headings and captions of this Agreement's sections and paragraphs are only for convenience and reference. These headings and captions shall not affect or modify this Agreement's terms or be used to interpret or assist in the construction of this Agreement.

22.0 SEVERABILITY

If any provision of this Agreement is illegal or unenforceable, the Agreement's unaffected provisions will remain in effect.

23.0 SURVIVABILITY

The terms and conditions of this Agreement regarding confidential information, indemnification, warranties, payment and all others that by their context are intended to survive the expiration or termination of this Agreement will survive and continue in effect.

24.0 GRAMMAR

As used throughout this Agreement, language in the singular shall be understood to include the plural, and vice versa. Similarly, language in the masculine shall be understood to include the feminine, and vice versa.

25.0 MODIFICATION, WAIVER OR CHANGE

Any right or remedy provided for in this Agreement shall not preclude the exercise of any other right or remedy under this Agreement or under any provision of law, nor shall any action taken or failure to take action in the exercise of any right or remedy be deemed a waiver of any other rights or remedies at the time.

No modifications, waiver or change shall be made in the terms and conditions of this Agreement, except as may be mutually agreed upon in writing by all parties hereto.

26.0 VIOLATION OF LAW

The Service Provider shall strictly observe and comply with all federal, state and local laws and regulations which may govern the work to be performed as herein specified.

27.0 NONDISCRIMINATION

The Service Provider shall not discriminate against any person because of race, gender, age, color, religion, ancestry, handicap, sexual orientation, sexual identity, gender identity, veteran status, national origin or any other protected class under the law.

28.0 LICENSES AND FEES

The Service Provider shall obtain all licenses and permits (other than the license and permit granted by the Agreement) required to conduct the activities pursuant to this Agreement and shall promptly pay all fees, taxes or other state or municipal costs necessary for said licenses, permits or activities.

29.0 COMPLIANCE WITH THE LAW

The Service Provider shall conduct operations under this Agreement in compliance with all applicable laws, regulations, rules, by-laws and codes of the local, state and federal government such provisions being incorporated herein by reference, provided however, this Agreement and the Request for Proposals shall govern the obligations of the Service Provider where there exists conflicting ordinances on the subject.

30.0 ACCESS TO RECORDS

Service Provider shall make all books, accounts, data, records, reports, files and other papers required to be kept or kept in the course of the work to be performed under this Agreement available at all reasonable times for inspection, review and audit by the MLP or its authorized representative.

31.0 OWNERSHIP OF DOCUMENTS

The parties agree that all documents created for the MLP pursuant to this Agreement by the Service Provider shall belong to the MLP with all rights

32.0 ENTIRE AGREEMENT; AMENDMENTS

This Agreement and Attachment(s) constitute the entire agreement between the Parties with respect to the subject matter hereof, and supersede all previous understandings, commitments or representations, whether oral or written, concerning the subject matter. Each Party acknowledges that the other Party has not made any representations other than those that are contained herein. This Agreement may not be amended or modified in any way except by a writing signed by the authorized representatives of the Parties.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the day and year of the second and final signatory:

Service Provider:

By: _____

Name: _____

Title: _____

Date: _____

MLP:

By: _____

Name: _____

Title: _____

Date: _____

ATTACHMENT A

COMMUNICATIONS SERVICES

1.0 Generally

This Attachment A specifies the Communications Services, pricing, technical specifications, and outage provisions to be provided by Service Provider to Subscriber, for which Subscriber shall pay a recurring Fee to Service Provider on an advance monthly basis, as described below.

2.0 Price and Description of Services

The term of Subscriber pricing and services description shall be co-extensive with the Term of the Agreement as set forth in Section 5.1 of the Agreement, except that decreases in price may be implemented during the Term and the increases defined in Sections 7.1 and 7.10b shall be allowed. Subscriber pricing alternatives beyond those established in this Attachment are the sole authority of the MLP. Variations, extensions, or alternatives demonstrated to benefit Subscribers and Network operation will be encouraged and considered by the MLP.

Stand alone telephone service, full featured*: \$ 22.95

*Includes: unlimited calling to 50 states plus Extended domestic ; calls outside the 48 states billed at published International rates; call waiting; caller ID; caller name ID; voicemail; call forwarding; call forwarding busy, do not answer, and fixed; enhanced call forwarding do not answer; caller ID blocking and unblocking; message waiting indication (stutter tone); 411 directory service

Stand alone Internet access service, 1Gbps: \$ 22.95**

**Each subscriber will have a full 1Gbps symmetrical connection with shared access to the bandwidth established by Network Operator to the Service Provider.

Combined voice and Internet, as above: \$ 37.95

New installations charge: \$49.95

3.0 Technical specifications of services (in addition to those stated in Section 7.0 of the Agreement)

a. Dynamic IP addressing by default, using carrier grade DHCP server

b. Static IP address option, upon Subscriber request

c. Both addressing types shall have automatic redundancy provided by at least two properly sized high availability servers in different physical locations. IP address servers shall be sized so that any one of the servers can handle the entire worst-case demand alone. IP address servers shall be configured to ensure automatic fail-over without manual intervention. Service Provider shall maintain automatic monitoring and

notification of problematic IP address server to Service Provider staff so that issues may be resolved promptly. During essential maintenance windows, at least one IP address server shall be on-line and available at all times.

d. DHCP option 82 implemented to aid in the identification of individual subscriber ports

e. DHCP helper, if required

f. VLAN, per service

g. VLAN broadcast domains, limited to 300 or fewer hosts

h. VLANs terminate on individual IP router sub-interfaces

i. VoIP Telephone service prioritization. VOIP telephone service shall include capacity to provide 'plain old telephone' connectivity utilizing Subscriber's ONT built-in connections for premise copper wire connections. No additional VOIP analog to digital converter box shall be required.

j. Retention of existing Subscriber telephone numbers

k. Public Safety communications prioritization

l. Security practices at network ingress and egress points, including:

- 1.** MAC forced forwarding turned on
- 2.** IP source verify turned on
- 3.** Multicast filtering turned on

m. Email accounts (POP and IMAP), up to 5 per Subscriber, at 5GB minimum storage per account, with domain name **leverettnet.net**

n. Domain Name Service – authoritative, recursive, and resolver; all domain name tables shall be maintained so as to provide fully consistent forward and reverse lookups

o. Multicast feature support

p. IPv4 and IPv6 support

q. Domain name of the network shall be **leverettnet.net**

r. Subscriber billing and payment methods shall include (for Subscriber choice): 1) Monthly paper statements sent by US Postal Mail, with payments accepted by US Postal Mail; 2) Monthly statements sent by email with automatic monthly recurring billing to Subscriber's credit or debit card; 3) Monthly statements sent by email with automatic checking account drafting; and 4) Telephone-based payment of bill using credit card, debit card, or checking account drafting. Subscribers shall not be charged additional fees dependent on the type of billing they choose.

4.0 Services Outage Credit Provisions

4.1 Interruption of Service: Credit

a For any interruption of service (Outage) that is:

i. not due to negligence or noncompliance with the Acceptable Use Policy on the part of Subscriber or the operation or malfunction of facilities, power, services, e.g e-mail, or equipment not owned or provided to subscribers by ISP

ii. otherwise reasonably within ISP's control: and

iii. not due to a Force Majeure condition as defined in this agreement

Subscriber shall receive a Service Credit for the period during which a service interruption or Outage exists.

b. A service interruption or Outage begins when the Affected Subscriber or the Network Operator reports a service, facility or circuit to be interrupted and releases it for testing and repair, (providing access and cooperation with respect to equipment, facilities and premises controlled by the Affected Subscriber) or when the ISP notices an Outage affecting 10 or more Subscribers.

c. A service interruption or Outage ends when the affected service, facility or circuit resumes full operation.

d. Service Credits are calculated on the basis of a 30 day month and shall be a pro-rated allowance against the charge for the interrupted service based on the duration of the interruption as follows:

i. for the first 30 minutes, no credit

ii. for an Outage greater than 30 minutes and up to 3 hours: ½ of one day (12 hours).

iii. for additional 3 hour period or fraction thereof: one day (24 hours) provided, however, that no more than one and one half full months credit shall be allowed for any 30 day period and further that two or more Outages of 15 minutes or more during any one 24 hour period shall be considered a single Outage.

2.0 Planned Maintenance or Service Interruptions

Planned maintenance events do not constitute a service interruption or Outage under section 4.1 above

Service Provider shall notify Subscribers of planned maintenance activities, with a minimum of ten (10) days notice via email transmission or telephone. Service Provider

shall provide a follow-up reminder notice two (2) days in advance. All planned maintenance or service interruption shall be scheduled between the hours of 12am and 6am, Monday through Friday (Eastern Time). Notice times may be shortened with MLP consent.

3.0 Service Restoration.

Service Provider shall work with Network Operator to restore service as soon as feasible after any interruption or Outage. Network Operator shall inform Service Provider of service restoration on the Access Network, whether for a single Subscriber or multiple Subscribers.