

Crossroads Fiber Terms and Conditions

Revised November 1, 2021

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Chicopee Electric Light (doing business as “Crossroads Fiber”) is a provider of telecommunications “Services” for customers in Chicopee. Any person who gains access to the Services or the Crossroads Fiber Network, whether authorized or unauthorized, shall be a “User”. The term “Customer” refers to a person who is the customer of record. A Customer also may be a User for purposes of these Terms and Conditions. By filling out an Application for services from Crossroads Fiber, the User agrees to be bound by these Terms and Conditions of the Crossroads Fiber Network and Services (“Terms and Conditions”). Crossroads Fiber reserves the right to update, revise or amend the Terms and Conditions from time to time by posting a revised copy on the Crossroads Fiber website at www.CrossroadsFiber.net. Use of Crossroads Fiber Services or the Crossroads Fiber Network after changes to the Terms and Conditions have been posted on the website shall constitute User’s acceptance of such new, revised, or additional terms. The User also agrees to abide by any Acceptable Use Policies (“AUP”) or other policies, as may be amended or updated from time to time, of Crossroads Fiber to the extent Crossroads Fiber provides a copy of or a valid link to such AUP on its website at www.CrossroadsFiber.net. The User is responsible for monitoring the website for any changes to these Terms and Conditions or any additional terms included in an AUP. To the extent a conflict exists between these Terms and Conditions and the AUP, the Terms and Conditions shall control. Crossroads Fiber may terminate or suspend Service and may take any other action that it deems necessary in the event of a violation of these Terms and Conditions or any applicable AUP.

1. Crossroads Fiber will provide high-speed Internet service at the selected speed to its customers at the price offered on www.CrossroadsFiber.net. The Service includes installation and the leasing of equipment. Crossroads Fiber does not guarantee any specific level of availability or performance of the Service and Crossroads Fiber shall not be deemed to be in default of this Agreement if Service is interrupted or unavailable. Residential Service shall be used only for residential purposes. Any business use, including home-based business use, is prohibited. If Crossroads Fiber determines that Service is being used for non-residential purposes, Crossroads Fiber, at its option, may (a) terminate Service and the Customer shall be responsible for all applicable fees and charges for the remainder of the Term or (b) switch Customer to a Business Service and the Customer shall be subject to all recurring and non-recurring fees, charges, and terms and conditions associated with such Business Service.

- (i) All Crossroads Fiber Customers are provided at no additional cost Standard Level Support which includes 24-hour telephone access to Crossroads Fiber technical support. Standard Level Support provides on-site problem resolution response on a first-come, first-served, best-effort basis, on the next business day, and does not provide for service guarantees.
- (ii) Business Customers are provided at no additional cost Business Level Support, which includes 24-hour access to a Crossroads Fiber on-call technician. Business Level Support provides same-day, on-site problem resolution response on a first-come, first-served, best-effort basis, and does not provide for service guarantees.
- (iii) Enterprise Customers are provided at no additional cost Enterprise Level Support, which includes 24-hour emergency access to a Crossroads Fiber on-call technician, a network availability commitment, as well as fast response and repair to unplanned network incidents through a Service Level Agreement (SLA).

2. By submitting a service application, the Customer agrees to be legally bound by these Terms and Conditions and any Acceptable Use Policies. This Agreement shall become effective on the date of submission of the service application and shall remain in effect until termination of service. The "Service Term" shall commence upon activation of Service and shall remain in effect (a) for 6 months for residential customers and (b) for the contracted term for business customers. Any period of use that includes a non-paid, promotional, or temporary rate – including activation of a Seasonal reduced rate program – shall not be considered towards fulfilling the Service Term. Customer will be responsible for the remaining months at the current monthly price if the customer terminates before the end of the period (aforementioned 6 months for residential, contracted term for business). After the initial Service Term, the customer will automatically continue service on a month-to-month basis until terminated by the Customer or Crossroads Fiber (with 30-day notice) due to reasons discussed in these Terms and Conditions. Business customers shall have the option to request a new agreement upon completion of the initial contract term.

Crossroads Fiber reserves the right to deny service or require a 6-month deposit based on customer payment and credit history with Crossroads Fiber and/or Chicopee Electric Light. Customers that have been disconnected more than 1 time in 12 months or have an outstanding balance for Internet or electricity services will be subject to the above requirements.

3. Crossroads Fiber may change the prices or charges at any time by providing notice to the Customer. The Customer shall have the right to cancel the Service prior to the effective date of the price change without liability. Customer's use of the Service after the price change shall constitute acceptance of the new price and the Customer shall be responsible for all charges for the remainder of service term. All charges are exclusive of, and Customer shall be responsible for and agrees to pay, any and all applicable taxes. Customer shall pay each invoice within thirty (30) days of the date of the invoice (the "Due Date"), without setoff or deduction. In the event Customer fails to make any payment by the Due Date, Customer shall pay a late charge at the rate of one and one-half percent (1.5%) per month, compounded monthly (or, if lower, the maximum rate allowed by law). Failure to pay any outstanding balance within forty-five (45) days of the Due Date will result in termination of service.

4. The Customer agrees to pay all charges billed by Crossroads Fiber on a monthly basis, until the Customer terminates service or the service is terminated by Crossroads Fiber (the "Monthly Recurring Charges"). The customer agrees and acknowledges that they will be billed in advance for telecommunication services and upon termination will be credited for any unused telecommunication services. The Customer agrees and acknowledges that Crossroads 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 Crossroads Fiber incurs additional cost over and above usual and customary charges to provide Service to the Customer shall be responsible for any and all such charges.

The Customer is required to provide Crossroads Fiber with updated and current phone numbers, email addresses, fax numbers, mailing addresses, and other contact information at all times. The Customer agrees to assume all costs and expenses incurred by Crossroads Fiber in connection with collecting unpaid amounts due, including, but not limited to, reasonable attorneys' fees and court costs incurred in the course of such collection. Returned checks shall incur a \$25.00 returned check fee. Crossroads Fiber may, at its sole discretion, consider successive returned checks as failure to pay and subject Customer to termination of service.

In the event the Customer selects and is approved for the credit card payment option, the Customer expressly authorizes Crossroads Fiber to charge the Customer's credit card account in advance for services. This authorization remains valid until the Customer provides written notice to Crossroads Fiber terminating Services or Crossroads Fiber's credit card authorization. Crossroads Fiber may

terminate Services for declined credit cards, returned checks, or any other non-payment to the Customer's account. The Customer electing the credit card option is required to provide Crossroads Fiber with updated and current credit card information at all times during the Term. Services terminated for non-payment are subject to an administrative fee prior to reconnection of service.

5. Crossroads Fiber may cancel Services in the event of Customer nonpayment or violation of these Terms and Conditions, or the Acceptable Use Policy. Crossroads Fiber services terminated for non-payment will be restored within 48 business hours upon the following conditions:

- a) Customer provides payment in full including administration fee in a form acceptable to Crossroads Fiber.
- b) An Administrative Fee will be added to the customer's account and paid in full prior to restoration.
- c) Customer service department must authorize reconnection of service.
- d) Administrative Fees will be charged as follows: Normal Working Hours \$35.00 (Monday-Friday 8 a.m. – 4:00 p.m.) Crossroads will not reconnect any customer after hours or on weekends unless the customer was disconnected in error.

6. The devices, apparatus and associated equipment owned, leased, or otherwise obtained by Crossroads Fiber to provide the Service ("Crossroads Fiber Equipment"), whether owned, leased or otherwise obtained by Crossroads Fiber shall remain the sole and exclusive property of Crossroads Fiber, and nothing contained herein grants or conveys to Customer any right, title or interest in any Crossroads Fiber Equipment Crossroads Fiber may remove, replace, or change Crossroads Fiber Equipment at any time, in its discretion. The Customer shall not use Crossroads Fiber's Equipment for any purpose other than to use the Service. Crossroads Fiber Equipment shall not be serviced by anyone other than Crossroads Fiber or its authorized contractors. The Customer shall not tamper with or relocate Crossroads Fiber's Equipment and nor shall the Customer sell, transfer, lease, encumber or assign all or part of the Crossroads Fiber Equipment to any third party.

Any equipment provided by Crossroads Fiber to the Customer used to deliver the Services must be returned to Crossroads Fiber undamaged, upon termination of Service or shortly thereafter, at: 725 Front Street, Chicopee, MA 01020. If the Customer fails to return such equipment upon termination of Service in good and working condition (with reasonable wear and tear excepted), the Customer shall be subject to an Unreturned Equipment Fee of \$200.00. The Customer has the sole responsibility to adequately protect the equipment against power surges and all 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. The Customer shall be subject the full replacement fee for any Crossroads Fiber equipment that is lost, stolen, damaged, sold, transferred, leased, encumbered or assigned, plus any additional costs incurred by Crossroads Fiber to repair or replace such Crossroads Fiber equipment.

7. Crossroads Fiber has sole discretion for determining the final location of the overhead and/or buried fiber optic service line to and within the premise and will require access to the Customers property for the purpose of maintenance and service. The Customer grants Crossroads Fiber and its contractors full permission to attach any required equipment to the customers premise and to enter the customers premise for the purposes of installing telecommunication equipment. Crossroads Fiber acknowledges that damage to customer property solely attributable to the on-site installation and maintenance of this fiber service shall be repaired to as close to preexisting condition as may be commercially reasonable.

Installation of the Crossroads 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 Customer attests that these required modifications are authorized by the landlord, or its authorized representative. Crossroads Fiber may require a tenant to obtain written permission from the landlord prior to installation of Service. The Customer is responsible for any repairs to the rental property if permission was not granted by the landlord.

Crossroads 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.

8. Equipment, hardware, and software not provided and owned by Crossroads Fiber are the sole and exclusive responsibility of Customer. It is understood and agreed that when Crossroads Fiber provides equipment, Crossroads 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 Crossroads Fiber unless otherwise stated in the Customer's Service Agreement with Crossroads Fiber.

9. The Customer understands and acknowledges that Crossroads 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, Service interruption 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 acts or negligence of Crossroads Fiber or their agents, employees, contractors or any party, even if the party has been advised of the possibility thereof.

10. Crossroads Fiber may impose limits on Services or restrict the Customer's access to parts or all of the Service without notice or liability if the Customer violates any part of the Terms and Conditions or the Acceptable Use Policy.

11. The customer understands and acknowledges that Crossroads Fiber is not liable for any damages resulting from any failure or delay during installation and providing services. Crossroads Fiber makes no guarantees or promises with regard to the exact date of the complete installation and operational status of the customer. Crossroads Fiber and customer hereby waive all rights to trial by a jury.

12. Crossroads Fiber does not warrant that the Service will be free from interruptions or defects. **CROSSROADS FIBER MAKES NO REPRESENTATIONS AND WARRANTIES, EITHER EXPRESS, IMPLIED OR STATUTORY, AND CROSSROADS FIBER HEREBY EXPRESSLY EXCLUDES AND DISCLAIMS ALL OTHER WARRANTIES, INCLUDING, WITHOUT LIMITATION, (i) NON-INFRINGEMENT, (ii) IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE AND (iii) PERFORMANCE OR INTEROPERABILITY OF THE SERVICE WITH ANY CUSTOMER OR END-USER EQUIPMENT.**

Crossroads Fiber SHALL NOT BE LIABLE FOR ANY INJURIES OR DAMAGES ARISING FROM CUSTOMER'S USE OF THE SERVICE, AND TO THE EXTENT SUCH LIABILITY CANNOT BE DISCLAIMED, AND Crossroads Fiber SHALL BE LIABLE ONLY TO THE EXTENT SUCH INJURIES AND DAMAGES ARE CAUSED SOLELY BY Crossroads Fiber's OWN GROSS NEGLIGENCE OR WILLFUL MISCONDUCT. NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR ANY INDIRECT, CONSEQUENTIAL, SPECIAL, EXEMPLARY, INCIDENTAL, OR PUNITIVE DAMAGES, INCLUDING WITHOUT LIMITATION LOSS OF USE OF DATA, ARISING IN CONNECTION WITH

THIS AGREEMENT EVEN IF THE PARTY KNEW OR SHOULD HAVE KNOWN OF THE POSSIBILITY OF SUCH DAMAGES.

13. The Customer acknowledges and agrees that the Customer shall be liable to Crossroads Fiber for any violations of these Terms and Conditions or any applicable AUP committed by the Customer or authorized Users of the Customer's account. For purposes of these Terms and Conditions, an authorized User shall include any User who has received permission from the Customer, whether express or implied, to use the Customer's account, including but not limited to, occupants of the Customer's household and guests who have access to the Services and/or Crossroads Fiber's Network through Customer's account. Crossroads Fiber also reserves the right to pursue any remedies available at law or in equity against the User directly for any violation of these Terms and Conditions or applicable AUP.

14. Crossroads Fiber does not warrant that use of the Services or Crossroads Fiber's Network will be free from interruptions or defects. Crossroads Fiber shall not be liable for any injuries or damages arising from Customer's use of the Services or the Crossroads Fiber Network, except to the extent caused solely by Crossroads Fiber's own gross negligence or willful misconduct. In no event shall Crossroads Fiber be liable for any indirect, incidental, special, or consequential losses or damages of any kind arising therefrom.

15. Services provided by Crossroads Fiber are "As Is." Crossroads 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. Crossroads 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. Crossroads Fiber services and documents associated with services could include technical or other inaccuracies or typographical errors.

16. Crossroads Fiber does not prescreen, monitor, or verify the accuracy or quality of information available on the Internet. Users are solely responsible for exercising discretion before using or relying on any information obtained on the Internet and shall proceed at their own risk. CROSSROADS FIBER DISCLAIMS ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED, FOR THE ACCURACY, SUITABILITY, RELIABILITY, OR QUALITY OF SUCH INFORMATION AND DISCLAIMS LIABILITY FOR ANY INJURIES ARISING OR RESULTING FROM INACCURATE, UNSUITABLE, OFFENSIVE, OR ILLEGAL INTERNET COMMUNICATIONS OR CONTENT. While Crossroads Fiber does not control or monitor the content of online communications, Crossroads Fiber may remove or block access to content that, it deems to be in violation of these Terms and Conditions or that it otherwise deems to be unlawful, harmful or offensive, in its reasonable discretion.

17. Because the Internet is an inherently open and insecure means of communication, any data or information the User transmits over the Internet may be susceptible to interception and alteration. Crossroads Fiber makes no warranty or guarantee regarding, and assumes no liability for, the security and integrity of any data or information the User transmits via the Service, over the Crossroads Fiber Network or over the Internet, including any data or information transmitted via any server designated as "secure." Users are responsible for taking appropriate measures to safeguard their Internet communications.

18. Crossroads Fiber does not intentionally monitor private electronic mail messages or Internet traffic sent or received by Users for content unless required to do so by law or governmental authority, or when deemed necessary by Crossroads Fiber for purposes of public safety. Crossroads Fiber may monitor its Services or Network electronically for purposes of determining whether its facilities,

Services or Network are operating satisfactorily. Use of the Services or Crossroads Fiber Network shall constitute the User's consent and authorization for Crossroads Fiber to monitor its Services and Network for such purposes.

The User acknowledges that Crossroads Fiber observes and complies with all applicable federal and state laws, including providing notice to the National Center for Missing and Exploited Children or other designated agencies, and intends to cooperate with law enforcement agencies or officials in investigating claims of illegal or inappropriate activity. Crossroads Fiber may disclose information, including but not limited to, information concerning a User, a User's use of the Services, a transmission made using the Crossroads Fiber Network, or a website, in order to comply with a court order, subpoena, summons, discovery request, warrant, statute, regulation, or governmental request or directive. Crossroads Fiber assumes no obligation to inform the User that user-specific information has been provided to any person or entity. Crossroads Fiber may disclose User information or information transmitted over the Crossroads Fiber Network where necessary to protect Crossroads Fiber and others from harm, or when such disclosure is necessary for the proper operation of the system, as determined by Crossroads Fiber in its sole discretion.

19. The User shall be solely responsible for any material that is maintained, transmitted, downloaded, viewed, posted, distributed, or otherwise accessed or made available using the Services or the Crossroads Fiber Network. The User shall be solely responsible for the security of its network and maintaining the confidentiality of passwords and account information. The User agrees to notify Crossroads Fiber immediately of any unauthorized use of its account or any other activity that may constitute breach of security. The User shall promptly notify Crossroads Fiber of any known or suspected violation of these Terms and Conditions, including any violation of an applicable AUP, by any person, including Users that have accessed the Service through a Customer's account, whether authorized or unauthorized. Users shall immediately notify Crossroads Fiber of any impending events that may adversely impact the Services or the Crossroads Fiber Network.

20. The User agrees to defend, release, indemnify, and hold harmless Crossroads Fiber and its commissioners, managers, officers, employees, and contractors from all liability, claims, and expenses, including attorneys' fees, in connection with User's misuse of the Services or Crossroads Fiber Network or any violation of these Terms and Conditions.

21. Crossroads Fiber in its sole discretion, shall determine whether User's conduct or activities or the use of Crossroads Fiber's Services or Network violate any provision of these Terms and Conditions or any AUP or are otherwise prohibited. Crossroads Fiber reserves the right to pursue any remedies available in law or equity, to seek injunctive relief against the User without the necessity of posting a bond, to prevent irreparable harm that such violation or prospective violation may cause or to take any such action that it deems necessary to compensate Crossroads Fiber for any injuries, losses, or damages incurred, to correct suspected violations or to prevent any potential future violations, including but not limited to, the issuance of written or verbal warnings, filtering, blocking, suspending, or terminating accounts or Services or terminating access to the Crossroads Fiber Network, billing the Customer for administrative costs incurred as a result of such violations, regardless of whether such use was authorized by the Customer, and imposing fees and charges for cancellation and/or reactivation. Crossroads Fiber may take such actions without prior notice to the Customer or User.

In the event Crossroads Fiber terminates Service for violation of these Terms of Use, the Customer may be subject to applicable termination fees. Before terminating Service, Crossroads Fiber will notify Customer in writing and afford the Customer a reasonable opportunity to remedy the alleged failure or violation, provided that advanced notice and no cure shall be permitted, when Crossroads Fiber determines, in its sole discretion, that such conduct or activity presents an immediate and material threat to the integrity or security of Crossroads Fiber's Network or to the services that

Crossroads Fiber provides to others using Crossroads Fiber's Network. In the event Crossroads Fiber suspends service for a suspected violation, Crossroads Fiber will provide the Customer with contemporaneous notice of the Service suspension or shortly thereafter, as is reasonably practical. In the case of repeated incidences of the same or similar violations, no additional cure period will be afforded.

22. These Terms and Conditions shall be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts without regard to conflicts of law principles. The User expressly agrees that the exclusive jurisdiction for any claim or action arising out of or relating to these Terms of Use or User's use of or access to the Services or Crossroads Fiber Network shall be brought only in court of competent jurisdiction with subject matter jurisdiction located in the Commonwealth of Massachusetts in Hampden County, and the User agrees to accept and submit to the personal jurisdiction of such court.

23. These Terms and Conditions, as may be amended from time to time, shall apply to all Customers and Users of the Services and Crossroads Fiber's Network to the extent such terms do not conflict with any other agreement between Crossroads Fiber and the Customer or User. To the extent a conflict exists, the terms of the agreement shall apply.

24. If any term, covenant or condition of these Terms and Conditions shall, to any extent, be determined to be invalid or unenforceable by a court or body of competent jurisdiction, then (i) these Terms and Conditions shall be deemed amended by modifying such provision to the extent necessary to make it valid and enforceable while preserving its intent or purpose, and (ii) the remainder of the provisions shall be valid and enforceable.