

## Services Agreement

North Atlantic Networks, LLC  
16 Mason Avenue, North Attleboro, MA 02760

This Agreement is entered into this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, between North Atlantic Networks, LLC (“NAN”) a New Hampshire Limited Liability Corporation and \_\_\_\_\_ (the “Customer”).

The parties hereby agree as follows:

### 1.0 Services

- 1.1 NAN shall provide the Customer with access to the Internet and related IP communications and cloud services, such as email, MPLS and the World Wide Web, through its network.
- 1.2 NAN will be responsible for arranging with the leased line provider for the installation and maintenance of the leased line from the Customer’s designated site to NAN. A limited number of IP addresses will be provided free of charge. Additional IP address usage must be justified and will incur additional fees. NAN reserves the right to change IP addresses with advance notice to Customer, and will assist Customer with such a transition.
- 1.3 The Customer is responsible for obtaining and maintaining all other computer and other equipment necessary for operation of the leased line and to access NAN’s Internet gateway services.
- 1.4 NAN shall assist the Customer with the installation of the routing hardware and operation of such hardware and the leased line during normal business hours by telephone and electronic mail from NAN’s operations center. NAN is not responsible for operation and functionality of Customer network.
- 1.5 The service period shall be as specified on the “DETAIL OF SERVICES” attached to this document. This Agreement shall automatically renew for successive periods with the same terms and conditions unless one party notifies the other party in writing at least thirty (30) days prior to the expiration of the current term. Contract service period shall begin on the first day NAN services are available for use by customer.
- 1.6 In its sole discretion and without liability to Customer, NAN may: (a) alter the methods, processes or suppliers by or through which it provides Service; (b) change the facilities used to provide Service; or (c) substitute comparable Service for that being provided to Customer. If necessary due to the potential impact on affected Customers, the Company will furnish prior notice of any alterations, changes or substitutions. Choice and Ownership of Facilities: Except as expressly provided otherwise in a “DETAIL OF SERVICES,” the facilities used to provide Service will be of the NAN’s exclusive choosing. In no event will title to any of the facilities used to provide Service vest in the Customer.

### 2.0 Fees and Payment

- 2.1 Fees shall be as specified on the attached “DETAIL OF SERVICES.” Some fees may be billed directly to Customer by carrier as specified.
- 2.2 Installation/Setup fees are payable with the signing of this Agreement. Service fees are payable in monthly installments, beginning on the start date (or the Renewal Date as the case may be) and due in subsequent months on the same day of the month as the start date. Termination liability of this contract is for full duration. If a client moves, upgrades or downgrades service, additional costs may apply, which may include full contract liability for some Ethernet based technology NAN obtains from certain carriers. Fees will be dependent upon on-net and off-net service addresses and technology type used.
- 2.3 Customer may terminate a Service after the execution of a Service Order upon thirty (30) days’ written notice to NAN identifying the terminated Service. If Customer does so, or if Service is terminated by NAN as the result of an uncured Default by Customer, Customer shall pay NAN a termination charge equal to the sum of: 1) all unpaid amounts for Service, including any NRCs, provided through the date of termination; 2) all disconnection or termination charges payable to any third parties incurred by NAN on Customer’s behalf relating to the Service; and 3) one hundred percent (100%) of the remaining MRCs through the end of the Service Term. Customer shall also be liable for any special construction and unrecoverable costs that NAN has incurred in an effort to establish and provision Service to Customer pursuant to the applicable Service Order. The Parties agree that the charges in this Section 2.3 are a genuine estimate of NAN’s actual damages and are not a penalty.
- 2.4 The service fees are subject to increase by NAN following the first year of service. NAN will provide the Customer thirty (30) days’ notice of any increase in the service fees. Such increase will become effective at the end of such thirty (30) day period.
- 2.5 NAN may amend any contract term or pricing in response to any newly adopted law, regulatory change of any federal, state or local agency or judicial acts or decisions that increases NAN’s cost to provide the service. Customer shall pay any such additional charge. NAN will provide the Customer thirty (30) days’ notice of any Regulatory Change.

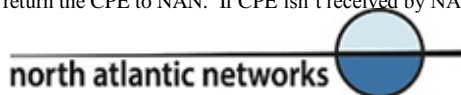
### 3.0 Responsibilities of Parties

- 3.1 The Customer shall use the leased line and NAN’s Internet access and other services in accordance with applicable laws and for lawful purposes. The Customer shall not use or permit the use of the leased line or NAN’s services (including by transmitting, posting or storing content) in a manner which would violate any law or infringe any copyright, trademark, trade secret, right of publicity, privacy right or any other right of any person or entity or for the transmission of any material which is libelous, defamatory or otherwise unlawful. Use and access to other networks through the leased line and NAN’s services must comply with the rules for such other networks. The Customer shall be responsible for all authorized and unauthorized use of the leased line and all other services provided by NAN.
- 3.2 The Customer agrees to allow personnel of NAN, the leased line Provider and their respective subcontractors reasonable access to the Customer’s designated site for the purpose of maintaining Routing Hardware and the leased line.
- 3.3 NAN may discontinue furnishing Service without notice to Customer: (a) if the Customer uses or misuses Service in a manner that results, or could result, in network blockage or other degradations that adversely affect the Service furnished to Customer or to other existing or prospective Customers of NAN; (b) if Customer uses, or threatens to use Service for any unlawful purpose or otherwise violates the terms of the Agreement; (c) when NAN deems it necessary to take such action to prevent the unlawful or unauthorized use of Service, by blocking traffic to or from certain countries, cities, NXX exchanges, or individual telephones; by blocking call origination; or by blocking calls using certain Customer authorization or access codes. NAN also may suspend the origination of domestic or international traffic associated with any or all Services if the NAN deems such action necessary to prevent the unlawful or unauthorized use of the Service due to the failure, in whole or in part, of any fraud detection system utilized by the NAN to provide or support Service.

### 4.0 Customer Premise Equipment (CPE)

- 4.1 NAN may provide Customer Premise Equipment (“CPE”) at the Customer premise address specified on the “DETAIL OF SERVICES” as part of the delivery of the NAN Service. NAN-provided CPE will at all times remain the property of NAN.
- 4.2 Customer agrees, at its sole expense, to provide the proper environment and electrical protection and telecommunications connections for the CPE. Customer is solely responsible for correcting any hazardous conditions that may adversely affect NAN personnel or the CPE. NAN will repair/replace CPE that breaks down under normal operating conditions throughout the Term of the Agreement as long as the wear and tear on the CPE is reasonable. If NAN, at their sole discretion determines that breakage has occurred due to misuse, abuse or improper environment and electrical protection for the CPE, Customer will be responsible for replacement.
- 4.3 If persons other than those employed by NAN shall repair, modify or perform any maintenance service on any CPE, and as a result of the foregoing, further maintenance services by NAN are required to restore the CPE to good operating condition or the CPE needs to be replaced, such further maintenance services or replacement CPE charges shall be billed to Customer at NAN’s then current time and materials rate.
- 4.4 CPE may be shipped directly to the Customer premise location at the Customer expense.

- 4.5 Customer shall be solely responsible for the return of CPE to NAN, upon expiration or termination of the Agreement, in good repair, condition and working order, ordinary wear and tear excepted, at the location(s) within the continental United States specified by NAN. Customer shall remain obligated to pay the CPE Use Charge for the remainder of the applicable Term notwithstanding the early termination the Agreement. The Customer who will have 30 days to return the CPE to NAN. If CPE isn't received by NAN in 30 days the Customer will be charged the cost of the CPE.



- 4.6 Disclaimers; Warranties. CUSTOMER RENTS THE CPE AS IS AND, NOT BEING THE MANUFACTURER OF THE CPE, THE MANUFACTURER'S AGENT OR THE SELLER'S AGENT, NAN MAKES NO WARRANTY OR REPRESENTATION WHATSOEVER, EXPRESS OR IMPLIED, AS TO THE MERCHANTABILITY, FITNESS FOR ANY PARTICULAR PURPOSE, DESIGN OR CONDITION OF THE CPE, OR INTELLECTUAL PROPERTY RIGHTS (INCLUDING WITHOUT LIMITATION ANY PATENT, COPYRIGHT AND TRADEMARK RIGHTS, OF ANY THIRD PARTY WITH RESPECT TO THE CPE, WHETHER RELATING TO INFRINGEMENT OR OTHERWISE) WITH RESPECT TO THE CPE. NAN SHALL NOT BE RESPONSIBLE FOR ANY DIRECT, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING FROM POSSESSION OR USE OF THE CPE, INCLUDING BUT NOT LIMITED TO, LOST PROFITS OR BUSINESS REVENUE, LOST BUSINESS, WHETHER SUCH DAMAGES ARE FORESEEABLE AND WHETHER NAN HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. CUSTOMER AGREES THAT NAN SHALL NOT BE LIABLE FOR ANY DELAY IN DELIVERY OR INSTALLATION OF, OR ANY FAILURE TO DELIVER OR INSTALL, ANY EQUIPMENT. NOTWITHSTANDING THE FOREGOING, IN NO EVENT SHALL NAN'S LIABILITY (WHETHER IN TORT, NEGLIGENCE OR OTHERWISE) TO CUSTOMER WITH RESPECT TO THE CPE EXCEED AN AMOUNT EQUAL TO THE AGGREGATE CHARGES OR FEES ACTUALLY PAID BY CUSTOMER WITH RESPECT TO THE CPE FOR THE ONE (1) MONTH PERIOD IMMEDIATELY PRECEDING THE MONTH DURING WHICH THE EVENT GIVING RISE TO NAN'S LIABILITY OCCURS.

- 4.7 Customer may elect to provide their own CPE in conjunction with Data services ("Routerless Service") pursuant to the following conditions: (i) Customer's CPE must meet NAN's router requirements; (ii) Customer must request prior approval before submitting Routerless Service orders and adhere to specific guidelines when placing such orders; (iii) NAN will only supply /30 WAN IP block to Customer upon request on a per-order basis. (iv) Customer is responsible for procurement, installation, configuration and maintenance of routers and/or interface cards and CSU/DSU; (v) NAN will perform a remote turn up for each requested Routerless Service circuit, and the date of such turn up will also be the Service Commencement Date; (vi) Customer shall provide all troubleshooting for Routerless Service circuits.

#### 5.0 Disclaimer of Warranty

- 5.1 In providing the routing hardware, arranging for the leased line, and providing access to the Internet and any other services, NAN, its officers, directors, employees, representatives and agents, make no representations or warranties except as expressly stated herein and EXPRESSLY DISCLAIM ALL IMPLIED WARRANTIES, INCLUDING, WITHOUT LIMITATION, WARRANTIES OR MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND SECURITY, AND SHALL NOT BE LIABLE FOR INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES OF ANY KIND WHATSOEVER. WITHOUT LIMITING THE FOREGOING, NAN WILL NOT BE LIABLE FOR DAMAGES RESULTING FROM THE USE OR INABILITY TO USE THE LEASED LINE OR OTHER SERVICES OR ACCESS THE INTERNET, RELIANCE ON INFORMATION OBTAINED THROUGH THE INTERNET, INTERRUPTIONS IN SERVICE, DELETION OF FILES OR EMAIL, LOST DATA, UNAUTHORIZED ACCESS TO THE CUSTOMER'S RECORDS OR FILES, ERRORS, DEFECTS, VIRUSES, DELAYS IN OPERATION OR TRANSMISSION OR ANY OTHER FAILURE OF PERFORMANCE.

- 5.2 NAN has accumulated a library of software which it believes is "shareware" or "freeware." This software is available to the Customer. NAN is not the author of such software or engaged in the sale or licensing of such software. NAN MAKES NO WARRANTY OF ANY KIND, EITHER EXPRESSED OR IMPLIED, WITH RESPECT TO SOFTWARE PROVIDED OR MADE AVAILABLE TO THE CUSTOMER BY NAN AND DISCLAIMS ALL WARRANTIES WITH RESPECT THERETO, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. THE CUSTOMER ASSUMES ALL RISKS WITH RESPECT TO SUCH SOFTWARE AND MUST PAY ALL LICENSE FEES. THE CUSTOMER WILL NOT ASSERT AND CLAIM AGAINST NAN WITH RESPECT TO ANY SOFTWARE OBTAINED THROUGH NAN. THE MAXIMUM CUMULATIVE LIABILITY OF NAN TO THE CUSTOMER FOR ANY AND ALL LOSSES, CLAIMS, DAMAGES OR LIABILITY OF ANY KIND IN CONTRACT, TORT, STRICT LIABILITY OR OTHERWISE, INCLUDING DUE TO NAN'S NEGLIGENCE, SHALL BE LIMITED TO THE AMOUNT ACTUALLY PAID BY THE CUSTOMER TO NAN UNDER THE AGREEMENT IN THE SIX MONTH PERIOD PRECEDING THE EVENT GIVING RISE TO THE CLAIM.

- 5.3 Force Majeure Events: In no event shall Customer have any claim or right against NAN for any failure of performance due to causes beyond NAN's control, including, but not limited to: acts of God, fire, explosion, vandalism, cable cut, storm, flood or other similar occurrences; any law, order, regulation, direction, action or request of the United States Government, or of any other government, including state and local governments having or claiming jurisdiction over Company or of any department, agency, commission, bureau, corporation, or other instrumentality of any federal, state, or local government, or of any civil or military authority; national emergencies; unavailability of materials or rights-of-way; insurrections; acts of terrorism; riots; wars; strikes; lock-outs, work stoppages or other labor difficulties; or supplier failures, shortages, breaches or delays.

#### 6.0 General

- 6.1 This Agreement constitutes the entire agreement of the parties and supersedes all negotiations, proposals or purchase orders, written or oral, which reference this Agreement. The Agreement can be amended only by written agreement signed by duly authorized representatives of the parties. Any purchase order issued by the Customer shall be solely for the internal convenience of the Customer and no term or condition contained in a purchase order shall in any way modify this Agreement or any of the rights and obligations of either party hereunder. Cancellation requests must be received at least 30 days in advance.

- 6.2 NAN shall not be responsible for failure to fulfill its obligations stated in this Agreement due to any causes beyond its reasonable control.

- 6.3 The Customer hereby permits NAN to publicly disclose that the Customer is a customer of NAN.

- 6.4 This Agreement is governed by the laws of the Commonwealth of Massachusetts without regard to choice or conflict of law principles. The parties hereby agree to submit to the non-exclusive jurisdiction of the state and federal courts sitting in Massachusetts.

- 6.5 Customer may not resell, high speed, or any other kind of Internet access through service provided by NAN.

- 6.6 The Services will be provided either by us or by our third party vendors or contractors. We reserve the right to change or modify the source of any Services provided to you without notice.

- 6.7 In addition to the MRC and NRC set forth in the "DETAIL OF SERVICES", Customer also agrees to pay (a) unless and until Customer provides NAN with satisfactory evidence of its exemption from such impositions, all applicable federal, state and local taxes (other than taxes on NAN's net income), imposed on, or with respect to, the Services and any CPE purchased by Customer from NAN, (b) all governmental fees and/or other surcharges in effect from time to time including, but not limited to, Universal Service Fund (USF), E-911, state TRS, access, franchising, CALEA and payphone surcharges, required or permitted by applicable law, rule or regulation, to be charged to Customer, (c) Administrative Services Fee, (d) fees for special features or services requested by the Customer such as hunting, directory listing, 800 service, inside wiring/cabling and DMARC extension, and (e) any originating access charges or fees that are actually charged by the incumbent local exchange carrier to NAN as a result of the unique configuration of the Service, (f) and all other similar charges in effect from time to time, however designated.

- 6.8 The parties hereto have executed this Agreement on the date set forth above.



NAN – North Atlantic Networks, LLC

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\_\_\_\_\_  
(Authorized Signature)

Name and Title: \_\_\_\_\_

Date: \_\_\_\_\_

\_\_\_\_\_  
(Authorized Signature)

Name and Title: \_\_\_\_\_

Date: \_\_\_\_\_

