Taunton Municipal Lighting Plant
Terms of Use of TMLP Network and Services

1. Acceptance of Terms of Use Through Use of Services

By using or accessing Taunton Municipal Lighting Plant's ("TMLP") Internet services and any corresponding network, equipment and facilities (collectively "Services") or the TMLP Network, which shall be defined as TMLP's transmission network, including all equipment, systems, facilities, services and products incorporated or used in such transmission network, the User agrees to be bound by these Terms of Use of TMLP Network and Services ("Terms of Use"). Any person who gains access to the Services or the TMLP 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 of Use. TMLP reserves the right to update, revise or amend the Terms of Use from time to time by posting a revised copy on the TMLP's website at www.TMLP.net. Use of TMLP's Services or the TMLP Network after changes to the Terms of Use are posted on the website shall be deemed to constitute User's acceptance of such new, revised, or additional terms. The User also agrees to abide by any Acceptable Use Policies ("AUP"), as may be amended or updated from time to time, of TMLP's providers to the extent TMLP provides a copy of or a valid link to such AUP on its website at www.TMLP.net. The User is responsible for monitoring the website for any changes to these Terms of Use or any additional terms included in a provider AUP. To the extent a conflict exists between these Terms of Use and a provider AUP, the Terms of Use shall control. TMLP may terminate or suspend Service and may take any other action that it deems necessary in the event of a violation of these Terms of Use or any applicable AUP.

2. Liability for Violations and Misuse of Services

The Customer acknowledges and agrees that the Customer shall be liable to TMLP for any violations of these Terms of Use or any applicable AUP committed by the Customer or authorized Users of the Customer's account. For purposes of these Terms of Use, 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 TMLP's Network through Customer's account. TMLP also reserves the right to pursue any remedies available at law or in equity against the User directly for any violation of these Terms of Use or applicable AUP.

3. Limitation of Liability for Use of Services or TMLP's Network

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

4. No Warranty or Liability for Content

TMLP 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. TMLP 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 TMLP does not control or monitor the content of online communications, TMLP may remove or block access to content that it deems to be in violation of these Terms of Use or that it otherwise deems to be unlawful, harmful or offensive, in its reasonable discretion.

5. No Warranty or Liability for Security or Integrity of Information

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. TMLP 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 TMLP 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.

6. Monitoring of Electronic Mail Messages and Disclosure of Information

TMLP does not intentionally monitor private electronic mail messages sent or received by Users for content unless required to do so by law or governmental authority, or when deemed necessary by TMLP for purposes of public safety. TMLP 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 TMLP Network shall constitute the User's consent and authorization for TMLP to monitor its Services and Network for such purposes.

The User acknowledges that TMLP 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. TMLP may disclose information, including but not limited to, information concerning a User, a User's use of the Services, a transmission made using the TMLP Network, or a website, in order to comply with a court order, subpoena, summons, discovery request, warrant, statute, regulation, or governmental request or directive. TMLP assumes no obligation to inform the User that User-specific information has been provided to any person or entity. TMLP may disclose User information or information transmitted over the TMLP Network where necessary to protect TMLP and others from harm, or when such disclosure is necessary for the proper operation of the system, as determined by TMLP in its sole discretion.

7. User Responsibilities

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 TMLP 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 TMLP immediately of any unauthorized use of its account or any other activity that may constitute breach of security. The User shall promptly notify TMLP of any known or

suspected violation of these Terms of Use, 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 TMLP of any impending events that may adversely impact the Services or the TMLP Network.

8. Prohibited Activities

The User shall be prohibited from using the Services or TMLP Network to engage in any of the following activities or as otherwise in violation of any federal, state, or local civil or criminal law, regulation, or court or administrative order or directive:

a. **Unauthorized Solicitations and Spamming**: — Sending unsolicited bulk and/or commercial messages over the Internet (known as "spamming"), or chain letters or any other form of unauthorized solicitation. Spamming includes receiving replies from unsolicited e-mails (*i.e.*, "drop-box" accounts) or configuring any e-mail server in such a way that it will accept third-party e-mails for forwarding *(i.e.*, "open mail relay"). Bulk e-mail may only be sent to recipients who have expressly requested receipt of such e-mail messages through a "verified opt-in" process. Any User that sends bulk e-mail messages must maintain complete and accurate records of all e-mail subscription requests (verified opt-ins), specifically including the e-mail and associated headers sent by every subscriber, and shall immediately provide TMLP with such records upon request. If a site has roaming users who wish to use a common mail server, the mail server must be configured to require user identification and authorization. Users also are prohibited from using the service of another provider to send spam in order to promote a site hosted on or connected to the Services or TMLP Network. Users shall not use the Services or TMLP Network in order to send e-mail messages that are 1) excessive and/or intended to harass or annoy others, 2) continue to send e-mail messages to a recipient that has indicated that he/she does not wish to receive them, 3) send e-mails with forged TCP/IP packet header information, or 4) send malicious e-mail, including, without limitation, "mailbombing". Users shall not advertise, distribute, or use software intended to facilitate sending "opt-out" email or harvest e-mail addresses from the Internet for that purpose. Users shall not sell or distribute lists of harvested email addresses for the purpose of "opt-out" e-mail.

b. **Intellectual Property and Privacy Violations** — Engaging in any activity that infringes or misappropriates the intellectual property rights of others, including copyrights, trademarks, service marks, trade secrets, software piracy, and patents or that violates privacy, publicity, or other personal rights of others. TMLP will process and investigate reports of alleged infringement and will take appropriate actions, including but not limited to removing or blocking access to content, in accordance with the Digital Millennium Copyright Act ("DMCA") and other applicable laws.

c. **Obscene Speech or Materials** — Transmitting, distributing or storing of any material in in violation of any applicable law or regulation. Using the Services or the TMLP Network to advertise, transmit, store, post, display, or otherwise make available child pornography or obscene speech or material is prohibited. TMLP does not prohibit any material allowed by law or protected by the First Amendment to the United States Constitution. TMLP will notify law enforcement agencies if it becomes aware of the

presence or transmission of child pornography on or through the Services or the TMLP Network.

d. **Defamatory or Abusive Language or Content** – Using the Services or TMLP Network to transmit or post any material, including text, sounds or images, that may be defamatory, harassing, abusive, fraudulent, tortious, unlawful, threatening, intimidating, or invasive of an individual's personal privacy. Any use that degrades, threatens or victimizes an individual, group or class of individuals or an entity, shall be prohibited.

e. **Forging of Headers or Content** — Forging or misrepresenting message headers, whether in whole or in part, to mask the originator of the message and forging or misrepresenting any data with false or misleading content.

f. **Illegal or Unauthorized Access to Other Computers or Networks** — Accessing illegally or without authorization computers, accounts, or networks belonging to another party, or attempting to penetrate security measures of another individual's system (known as "hacking"). Any activity that might be used as a precursor to an attempted system penetration (*i.e*. port scan, stealth scan, or other information gathering activity) also is prohibited. Any attempt to disrupt, degrade, impair, or violate the integrity or security of the Services or TMLP's Network or the computers, services, accounts or networks of any other party (*i.e.*, "denial of service" attacks, etc.), including any activity that typically precedes attempts to breach security such as scanning, probing, or other testing or vulnerability assessment activity, or engaging in or permitting any network or hosting activity that results in the blacklisting or other blockage of TMLP IP space is prohibited. Executing any form of network monitoring (*i.e*., using a packet sniffer) or otherwise engaging in any monitoring or interception of data not intended for the User without proper authorization is prohibited. Also, attempting to circumvent User or Customer authentication or security of any hosts, network, or account ("cracking") without authorization is prohibited.

g. **Exploitation of Vulnerabilities in Hardware or Software for Malicious Purposes** – Exploitation of scripts presented on web pages (*i.e*. forms for answering questions or entering data). Activities that disrupt the use of or interfere with the ability of others to effectively use the TMLP Network or any connected network, system, service, or equipment by utilizing programs, scripts, or commands to abuse a website (*e.g*., DDOS, SYN Floods or similar attacks) also are prohibited.

h. **Distribution of Internet Viruses, Worms, Trojan Horses, or Other Destructive Activities** — Sending viruses or other computer code, files, or programs that are designed or intended to disrupt, damage, or limit the functioning of any software, hardware, or equipment or to damage or obtain unauthorized access to any data or other information of a third party, including worms, Trojan horses, flooding, mail bombing, or denial of service attacks, or distributing information regarding the creation of such viruses, worms, etc. for reasons other than mitigation or prevention. Activities that disrupt the use of or interfere with the ability of others to effectively use the network or any connected network, system, service, or equipment, or that may be harmful to or

interfere with TMLP's provision of Services, the TMLP Network, or any third party's network, equipment, applications, services or websites also are prohibited.

i. **Facilitating a Violation** — Advertising, transmitting, or otherwise making available any software, program, product, or service that is designed to violate these Terms of Use or any applicable AUP, which includes the facilitation of the means to spam, initiation of pinging, flooding, mail bombing, denial of service attacks, and piracy of software.

j. **Export Control Violations** – Exporting encryption software over the Internet or otherwise in violation of International Traffic in Arms Regulations ("ITAR"), to points outside the United States.

k. **Phishing and Deceptive Practices**— Simulating communications from and/or to a website or other service of another entity in order to collect identity information, credit or bank information, authentication credentials, or other information from the legitimate users of that entity's service. Sending or transmitting information that is fraudulent or contains false, deceptive or misleading statements, claims or representations or otherwise engaging in deceptive marketing practices including without limitation, practices that violate the United States Federal Trade Commission's guidelines for proper online marketing schemes are prohibited.

l. **Pharming** — Using malware, DNS cache poisoning or other means to redirect a user to a website or other service that simulates a service offered by a legitimate entity in order to collect identity information, authentication credentials, or other information from the legitimate users of that entity's service.

m. **Servers and Proxies** — Users may not run on TMLP's servers any program which makes a service or resource available to others, including but not limited to, port redirectors, proxy servers, chat servers, MUDs, file servers, and IRC bots. Users are responsible for the security of their own networks and equipment.

n. **Other Illegal Activities** — Engaging in any other activities that are deemed to be illegal, including but not limited to false or deceptive advertising, pyramid schemes, fraudulently charging credit cards, and pirating software.

o. **Other Harmful Activities** – Engaging in activities, whether lawful or unlawful, that TMLP determines, in its sole judgment, to be harmful to its Customers, Users, operations, reputation, goodwill, or customer relations. This provision includes the failure to comply with any specific instructions given by TMLP, including those instructions that are intended to protect the health or safety of the public, quality of the Services provided to TMLP's other Customers and Users or the quality of other services provided by TMLP, as needed for technical compatibility of equipment attached to TMLP's Network. Any attempt to circumvent or alter the process or procedures to measure time, bandwidth utilization, or other methods to document "use" of TMLP's products and services is prohibited. Any other inappropriate activity or abuse of service (as determined by TMLP in its sole discretion) whether or not specifically listed in these Terms of Use, also may

result in suspension or termination of the User's access to or use of the Services or TMLP Network. This list of prohibitive activities is not exhaustive, and TMLP reserves the right to determine that any conduct that is or could be harmful to the TMLP Network, its Customers or Users constitutes a violation of these Terms of Use and reserves the right to exercise any or all of the remedies at law or equity and as specified herein.

9. Duty to Indemnify

The User agrees to defend, release, indemnify, and hold harmless TMLP 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 TMLP Network or any violation of these Terms of Use.

10. Complaints or Reports of Misuse of Services or Violations

Users shall report any suspected prohibited uses or other misuse of Services or abuse of TMLP's Network, including any violations of these Terms of Use to abuse@tmlp.net. Please include all applicable information that will assist TMLP in investigating the complaint. Users shall cooperate with TMLP in investigating and correcting any alleged violations.

TMLP shall not be required to determine the validity of complaints received, or of information obtained from anti-spamming organizations, before taking any remedial or corrective action under these Terms of Use, including suspension or termination of Services or termination of access to the TMLP Network. A complaint from the recipient of commercial email, whether received directly or through an anti-spamming organization, shall be evidence that the message was unsolicited. User acknowledges that TMLP has no obligation to forward the complaint to the User or to identify the complaining parties.

11. Determination and Consequences of Non-Compliance

TMLP, in its sole discretion, shall determine whether User's conduct or activities or the use of TMLP's Services or Network violate any provision of these Terms of Use or are otherwise prohibited. TMLP 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 TMLP 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 TMLP 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. Such actions may be taken by TMLP without prior notice to the Customer or User.

In the event TMLP terminates Service for violation of these Terms of Use, the Customer may be subject to applicable termination fees. Before terminating Service, TMLP 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 TMLP determines, in its sole discretion, that such conduct or activity presents an immediate and material threat to the integrity or security of TMLP's Network or to the services that TMLP provides to others

using TMLP's Network. In the event TMLP suspends service for a suspected violation, TMLP 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.

12. Choice of Law and Forum

These Terms of Use 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 TMLP Network shall be brought only in court of competent jurisdiction with subject matter jurisdiction located in the Commonwealth of Massachusetts in Bristol County, and the User agrees to accept and submit to the personal jurisdiction of such court.

13. Conflicts

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

14. Severability

If any term, covenant or condition of these Terms of Use shall, to any extent, be determined to be invalid or unenforceable by a court or body of competent jurisdiction, then (i) these Terms of Use 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.