

CASCADE COMMUNICATIONS COMPANY
BLAST WI-FI PLUS SMART SYSTEMS - END USER TERMS OF SERVICE

Cascade Communications Company (the “Company”) holds a license from Calix, Inc. (“Calix”) that permits the Company to distribute the Blast Wi-Fi Plus smart home and smart business system (collectively, the “System”) and related services (collectively “Smart Services”) to the Company’s end user subscribers, subject to these Terms of Service.

THE COMPANY IS WILLING AND ABLE TO PROVIDE THE SYSTEM AND ACCESS TO SMART SERVICES ONLY IF YOU ACCEPT THESE TERMS OF SERVICE. PLEASE READ THE TERMS CAREFULLY, AS THEY ARE LEGALLY BINDING. BY SIGNING BELOW, YOU ACCEPT ALL OF THESE TERMS. IF YOU ARE ACCEPTING THESE TERMS ON BEHALF OF ANOTHER PERSON OR A COMPANY OR OTHER LEGAL ENTITY, YOU REPRESENT AND WARRANT THAT YOU HAVE FULL AUTHORITY TO ACT FOR AND TO BIND THAT PERSON, COMPANY, OR LEGAL ENTITY TO THESE TERMS. IF YOU DO NOT HAVE SUCH AUTHORITY, OR IF YOU DO NOT AGREE WITH THESE TERMS, YOU MUST NOT ACCEPT THESE TERMS OF SERVICE AND MAY NOT USE THE DEVICES OR SOFTWARE.

1. To qualify for installation of a System and access to Smart Services, you must be a current subscriber to Zoom Internet high speed broadband service provided by the Company. Such services shall be provided subject to and in accordance with the Company’s terms of service and policies (including Acceptable Use Policy, Network Management Policy, and Privacy Policy) which apply in accordance with their terms to any services or service capabilities within their respective scope.
2. A System may consist of one or more Blast Wi-Fi Plus devices and ancillary hardware and software. Systems must be leased by the subscriber. The cost of the System lease is \$8.00 per Blast device/per month, \$6.00 per Blast Lite device/per month and \$3.25 per Blast Mesh device/per month. This lease fee is separate from the monthly recurring charges for broadband service and monthly recurring charges for the Company’s optional Tech Home Support Plan.
3. Blast Wi-Fi Plus comes with a Free app, CommandIQ, that you can download on your mobile device. Plus, these extra features; ProtectIQ, network level security and ExperienceIQ, enhanced parental controls.
4. A standard installation of the Blast Wi-Fi device(s) is provided at no cost. Standard installation is defined as an install that can be completed in one hour or less. Additional labor charges or other fees may apply for non-standard installation.
5. The Company reserves the right to change these Terms of Service (including rates or any other terms and conditions contained herein) upon written notice to you. The notice may be provided on your monthly bill, as a bill insert, by email, on our website, or by other written communication or other form of notice permitted or required by applicable laws and regulations. If you choose not to accept the modified Terms of Service, you may return the Blast Wi-Fi Plus device(s) in the condition originally provided, normal wear allowed. If you elect not to return the Blast Wi-Fi Plus device(s) after the communicated effective date of any such changes, your continued possession of the Blast Wi-Fi Plus device(s) will constitute acceptance of the modified Terms of Service.
6. Wi-Fi signal propagation characteristics are subject to and can vary with environmental changes and the Company assumes no responsibility for Wi-Fi signal strength to any specific location.
7. The Company assumes no responsibility for connecting any particular end user devices or equipment to the System or for the performance of any particular device or equipment connected to the System.
9. The Company will replace a Blast Wi-Fi Plus device in the originally installed location if the device fails due to normal wear or is found to be defective.
10. If a Blast Wi-Fi Plus device is damaged by lightning, power surge, misuse, neglect or carelessness, the Company may charge a fee of up to \$175.00 plus applicable taxes for each damaged device.
11. All Blast Wi-Fi Plus devices shall remain the property of the Company.
12. Customer agrees and understands Provider may utilize the wireless component of the Router to extend coverage of the network for internal or external use or as part of the SmartTown network on a separate network independent of the Customer’s network or services which will not impede or restrict access to Customer’s subscribed services. Blast Wi-Fi Plus is required to participate in SmartTown. Should any Customer choose to exclude their home router from the SmartTown network without penalty they should simply contact Provider at 563-852-3710.

13. If you discontinue Internet services at the address in which the System was installed at any time for any reason, you must return the Blast Wi-Fi Plus device(s) to the Company within 10 days. If you fail to return the Blast Wi-Fi Plus device(s) to the Company within 10 days after Service is discontinued, you may be charged a non-recurring recovery fee of up to \$175.00 per unreturned device, plus applicable fees, and taxes.
14. To qualify for installation of a System, you must permit or provide the Company with access to the premises as reasonably required to install Blast Wi-Fi Plus device(s) and any ancillary System components. You must also ensure that the location at which the Company installs the System is a safe working environment, free of hazardous materials or conditions and reasonably suitable for the installation.
15. The Company's license to deploy and install the System, and your right to use the System and access Smart Services, is subject to your acceptance of the Subscriber End User Terms required by Calix and set forth in Attachment A hereto. By signing below, you agree to comply with all of the Subscriber End User Terms, which are incorporated herein by this reference.
16. THE COMPANY MAKES NO WARRANTIES WITH RESPECT TO THE SYSTEM OR ANY SMART SERVICES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTIES CONCERNING THE SPECIFIC FUNCTION OF ANY DEVICE OR SERVICE, OR THEIR RELIABILITY, AVAILABILITY, OR ABILITY TO MEET YOUR SPECIFIC NEEDS. TO THE EXTENT PERMITTED BY LAW, THE COMPANY EXPRESSLY DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF SATISFACTORY QUALITY, NON-INFRINGEMENT, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.
17. TO THE EXTENT PERMITTED BY LAW, THE COMPANY'S TOTAL LIABILITY FOR ANY CLAIM UNDER THESE TERMS OF SERVICE, INCLUDING FOR ANY EXPRESS OR IMPLIED WARRANTIES, IS LIMITED TO THE AMOUNT YOU PAID THE COMPANY FOR THE DEVICE(S) OR SERVICE(S) WE PROVIDED, WHETHER SUCH CLAIM OR REMEDY IS SOUGHT IN CONTRACT OR TORT, INCLUDING NEGLIGENCE, STRICT LIABILITY OR OTHERWISE. TO THE EXTENT PERMITTED BY LAW, THE COMPANY SHALL NOT BE LIABLE TO YOU FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, PUNITIVE, SPECIAL OR TREBLED OR ENHANCED DAMAGES, INCLUDING, BUT NOT LIMITED TO LOST PROFITS, LOST BUSINESS, OR OTHER COMMERCIAL OR ECONOMIC LOSS, WHETHER SUCH DAMAGES ARE CLAIMED FOR BREACH OF CONTRACT, NEGLIGENCE OR OTHERWISE AND WHETHER OR NOT WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

Agreed this _____ day of _____, 20____.

Customer Signature

Customer Name Printed

Customer Address

Customer Telephone Number

Attachment A

Subscriber End User Terms

Subscribers of the Calix Smart Home and Business Solution shall be subject to the following end user terms:

I. Definitions.

Calix, Inc. ("Calix") is a third party that has developed its proprietary Calix Smart Home and Business Solution.

Calix Infrastructure Cloud means Calix's proprietary cloud-based microservices software platform for EXOS.

Calix Smart Home and Business Solution means the EXOS™ Systems Products, Calix Infrastructure Cloud and EXOS Solutions Modules, together with EXOS.

EXOS means the Calix proprietary operating system framework software (collectively with related documentation, revisions, error corrections, enhancements, and updates thereof).

EXOS Solutions Modules means the Calix developed EXOS Solutions Modules offered for separate purchase and that, when available, will offer value-added services and options that Calix may from time to time make available on a subscription basis subject to additional product terms and conditions of use, including applicable third-party terms and conditions.

EXOS System Products means the Calix branded system products including the Blast Ultimate Wi-Fi also known as the GigaSpire™ systems.

II. Term.

Subscriber's continued use of products and services under this Agreement shall constitute subscriber's agreement to be bound by the following terms for the Calix Smart Home and Business Solution. Subscriber shall immediately cease use of the Calix Smart Home and Business Solution if they do not agree to these following terms.

III. Grant of Limited Term License.

EXOS, together with any associated software components specified in Calix product documentation as part of the EXOS framework software, are referred to collectively as the "Software." Subject to the terms of this Agreement subscriber is granted a personal, non-exclusive, non-transferable, revocable, limited license to use the Software in object code form only in conjunction with the EXOS System Products and the Calix Smart Home and Business Solution solely in the United States during the term of this Agreement.

IV. Subscriber Limited Right to Use.

The Subscriber's license rights are solely as an end user and subscriber shall have no right to provide, market, distribute, sublicense, or otherwise transfer the Software.

V. License Restrictions.

- a) Subscriber receives no rights to the Software except as expressly provided herein. Without limiting the generality of the foregoing, the following restrictions apply to all Software. Subscriber shall not, and shall not direct or allow any third party to: (i) decompile, disassemble, or otherwise reverse engineer or attempt to reconstruct or discover any source code or underlying ideas or algorithms of the Software by any means whatsoever; (ii) remove any product identification, copyright, or other notices; (iii) provide, lease, lend, use, or allow others to use the Software to or for the benefit of third parties; or (iv) modify, incorporate into other software, or create a derivative work of any part of the Software; provided, however, nothing in this subparagraph (iv) prohibits subscriber from using the Software in conjunction with its other authorized uses of Software.
- b) Service provider reserves the right to track data reasonably necessary to monitor and/or manage Subscriber's use of the Software in accordance with the terms of this Agreement, including without limitation through use of software code, subscriber management tools and applications, reporting and/or other reasonable method, and Subscriber agrees to reasonably cooperate and allow service provider reasonable access to data and records for such purpose.
- c) Subscriber shall not obtain any title to the Software, including patent rights, copyrights, trade secret rights, sui generis database rights, and all other intellectual property rights and moral rights in and to the Software and the specifications, processes, designs, know-how and other technologies provided as part of the Software. Any licenses which may be granted herein are not intended to and do not constitute a sale of the Software or any portion or copy of it. To the extent subscriber elects to provide service provider any feedback or suggestions concerning the Software, subscriber disclaims any ownership, right or title to any modifications and derivative works to the Software developed in connection thereto.

VI. Use of Subscription Services.

- a) For purposes of this Agreement, the term "Subscription Services" refers to and includes the subscription to the Calix Infrastructure Cloud and subscriptions to one or more Calix EXOS Solutions Modules.
- b.) Subscriber shall not transmit any material that is illegal, misleading, defamatory, indecent, or obscene, threatening, infringing of any third-party proprietary rights, invasive of personal privacy, harmful to children or otherwise objectionable (collectively "Objectionable Matter") in connection with any products or services under this Agreement. Subscriber shall abide by rules governing permitted and appropriate use of services that service provider may publish in connection with use of any Subscription Services.
- c.) Service provider may, at its option at any time, adopt additional rules, including third party rules, for permitted and appropriate use and may update them from time to time. Subscriber's continued use of products and services under this Agreement shall constitute Subscriber's agreement to be bound by such rules. Subscriber shall immediately cease use if he, she, or it does not agree to these terms. Subscriber will comply with all applicable laws and confidentiality obligations regarding data, use of the Subscription Services and use of any content and other information and data available by means of the Subscription Services, including laws governing use and handling of private or personally identifiable information. Service provider reserves the right to remove any data that constitutes Objectionable Matter or violates any law or Calix rules regarding permitted and appropriate use but is not obligated to do so.
- d) Subscriber shall not interfere with or disrupt the integrity of performance of the Subscription Services. Service provider reserves the right to suspend or terminate subscriber account or activity that is disrupting or causing harm to any Subscription Services or the underlying computers, systems or infrastructure or is in violation of state or federal laws.

VII. Intellectual Property Rights.

The Software and Subscription Services, along with the specifications, processes, designs, know-how and other technologies provided as part of the Software and Subscription Services, are protected by applicable copyright, trade secret, and other intellectual property laws in favor of their respective owners, and Subscriber shall not take any action that directly or indirectly infringe such intellectual property rights. Subscriber shall ensure that no unauthorized person shall have access to the Software, and that no persons authorized to have access shall make any unauthorized copy. Subscriber shall promptly report to service provider any unauthorized disclosure or any use of any Software of which it becomes aware and shall take such further steps as may reasonably be requested by service provider, including but not limited to taking all appropriate and necessary action, to prevent or minimize any unauthorized use, modification, copying, or transmission thereof.