

SERVICE APPLICATION/AGREEMENT

- 1. Service Agreement.** The communications services (“**Service**”) and ancillary equipment (“**Equipment**”) provided to you by Cascade Communications Company (together with any subsidiaries or affiliates providing your Service or Equipment, “**we**,” “**us**,” or the “**Company**”) are subject to: (a) this Service Application/Agreement, including the terms of your selected Service Package; (b) the Service-Specific Terms and Conditions for each Service, including our applicable standard Service Agreements or Service Catalogs; (c) our Acceptable Use Policy; and (d) our General Terms and Conditions of Service (items (a)-(d) collectively, your “**Service Agreement**”). For purposes of your Service Agreement, your “**Service Package**” includes the rates, pricing and features associated with your selected Service. Nonrecurring and recurring charges for Service are as set forth in your selected Service Package and/or the Company’s rate schedules, current versions of which are available upon request.
- 2. Acceptance.** Your Service Agreement commences upon your acceptance of Service after receipt of your Service Application/Agreement. Acceptance of Service occurs upon any of the following: (a) you provide a written or electronic signature applying for Service and/or accepting your Service Agreement; (b) you orally or electronically order and/or activate Service; or (c) you use Service, including use of Service after notification of any change in Service or change to applicable terms and conditions, when we have told you that the change requires your acceptance.
- 3. Additional Terms and Conditions.** By accepting Service, you agree to adhere to our General Terms and Conditions and all Service-Specific Terms and Conditions and our Acceptable Use Policy applicable to your Service, including any changes to such terms and conditions as we may communicate to you from time to time. If you fail to comply with the General Terms and Conditions, Service-Specific Terms and Conditions and/or Acceptable Use Policy, your Service may be suspended or disconnected.
- 4. Service Term.** Depending on the Service Package you select, you may receive Service for an agreed minimum term (your “**Contract Term**”). In the absence of any Contract Term or after any Contract Term has expired, you will receive Service on a month-to-month basis until Service is canceled by you or disconnected by us in accordance with your Service Agreement.
- 5. Changes to Terms.** We reserve the right to change the terms and conditions of any Service upon thirty (30) days’ 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. You may, within fourteen (14) days of your receipt of notice of any such change, cancel your Service Agreement; provided that, if you are under a Contract Term, any otherwise applicable ETF will be waived if the communicated change would increase the price of Service or materially adversely impact your rights under your Service Agreement. If you elect not to cancel your Service Agreement and continue to use Service after receiving notice of any such changes, your continued use of Service will constitute acceptance of the changed terms and conditions.
- 6. Indemnification.** You agree to hold harmless and indemnify us and our affiliates, officers, agents and employees from any claim, suit or action arising from or related to your abuse or misuse of any Service or Equipment, or any other violation of your Service Agreement, including any liability or expense arising from claims, losses, damages, suits, judgments, litigation costs and attorneys’ fees arising from or in connection with the same.
- 7. Disclaimer of Warranties.** WE MAKE NO WARRANTIES WITH RESPECT TO ANY SERVICE OR EQUIPMENT, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTIES CONCERNING THE SPECIFIC FUNCTION OF ANY SERVICE OR EQUIPMENT, OR THEIR RELIABILITY, AVAILABILITY, OR ABILITY TO MEET YOUR SPECIFIC NEEDS. TO THE EXTENT PERMITTED BY LAW, WE EXPRESSLY DISCLAIM ALL IMPLIED WARRANTIES, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF SATISFACTORY QUALITY, NON-INFRINGEMENT, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.
- 8. Limitation on Remedies.** TO THE EXTENT PERMITTED BY LAW, OUR TOTAL LIABILITY FOR ANY CLAIM UNDER YOUR SERVICE AGREEMENT, INCLUDING FOR ANY EXPRESS OR IMPLIED WARRANTIES, IS LIMITED TO THE AMOUNT YOU PAID US FOR THE SERVICES OR EQUIPMENT 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, WE 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.
- 9. Severability.** If any part or provision of your Service Agreement is held, in whole or in part, to be invalid, illegal, or unenforceable by any law or regulation of any governmental or regulatory authority or by the final determination of any court of competent jurisdiction, that part or provision will be construed consistent with applicable law or regulation as nearly as possible, and the remaining parts and provisions will remain in full force and effect. Such invalidity or non-enforceability will not invalidate or render unenforceable any other part or provision of these General Terms and Conditions or the Additional Terms.
- 10. Entire Agreement; No Waivers.** Your Service Agreement supersedes any prior agreements between you and the Company, and any and all prior or contemporaneous statements, understandings, writings, commitments or representations concerning its subject matter. Our failure to exercise or enforce any right under or provision of your Service Agreement shall not constitute a waiver of any such right or provision.
- 11. Governing Law; Jurisdiction.** Your Service Agreement and our contractual relationship with you shall be governed by and construed in accordance with the substantive laws of the State of Iowa, without regard to the principles of conflicts of law. Any suit under your Service Agreement (other than to enforce a judgment or award) will be brought in the federal or state courts in the districts which include Cascade, Iowa. You hereby agree and submit to the personal jurisdiction and venue of such courts.

IMPORTANT: PLEASE REVIEW YOUR SERVICE AGREEMENT CAREFULLY. BY ORDERING AND ACTIVATING SERVICE, YOU AGREE TO COMPLY WITH ALL OF THE APPLICABLE TERMS, CONDITIONS AND PROVISIONS CONTAINED IN YOUR SERVICE AGREEMENT. IF YOU DO NOT ACCEPT ALL OF THESE TERMS, CONDITIONS AND PROVISIONS, PLEASE NOTIFY US PRIOR TO INSTALLATION OR ACTIVATION OF SERVICE, AND WE WILL CANCEL OR DISCONNECT YOUR SERVICE.

TO VIEW OUR FULL SERVICE TERMS, CONDITIONS AND DISCLOSURES CLICK [HERE](#) OR VISIT WWW.CASCADECOMM.COM/FORMS

Customer Signature: _____

Signature Date: _____



Paperless Billing

Account number _____

This form indicates your consent to accept electronic delivery of your bill to the email address provided. This form also indicates your consent to electronic delivery of all legally required notices or other information or communications concerning your account and services to the same email address. We may deliver your bill, notices, or other information and communications either electronically or as a printed paper copy through mail or other non-electronic delivery. If you would like to withdraw your consent to electronic delivery at any time and exclusively receive a paper copy of your bill, notices, or other information and communications through mail, please email info@cascadecomm.com or call our office at 563-852-3710.

** When you sign up for paperless billing, it may take 1-2 bill cycles to become effective.

Name on Account _____

Email Address: _____

Signature: _____

Date: _____



Customer Proprietary Network Information

Under the new FCC rules governing the use and disclosure of Customer Proprietary Network Information (CPNI), there are certain circumstances under which Cascade Communications Company may be permitted to respond to your inquiries regarding call detail information or certain account information only by the customer first providing a pre-established password, the company calling the telephone numbers listed on the account, or the company sending such information to the mailing address of record.

Establishing a Password

If you wish to establish a password, you must notify us of the password by completing the form below. The password you choose CANNOT be related to your family history or account information (account number, home address, social security number, mother's maiden name, etc) and must be at least 6 alphanumeric characters long (Ex. Sc02hs). This form will establish a password and back-up question only for purposes of service and account inquiries, including inquiries relating to CPNI.

Designated Password for Account Inquiries

Backup Question: What is your favorite color?

IMPORTANT: By signing below, the customer is providing the company with express, written approval to use the above password and back-up question before providing any information regarding service and account inquiries made by the account owner or designated account users. This approval includes responses to inquiries related to the customer's services generally and specifically to inquiries concerning call detail information and account information, including Customer Proprietary Network Information.

Establishing an E-Mail Address of Record

If you wish to establish an electronic address of record, you must notify us of the e-mail address you wish to designate as your electronic address of record. In order to be considered an electronic address of record, the designated e-mail address must be on file with the company for at least thirty (30) days. This form will establish an e-mail address as an electronic "address of record" only for purposes of service and account inquiries, including inquiries relating to CPNI. This form will not change your billing address.

Designated E-mail Address for Account Inquiries: _____

Adding Authorized Users to Account

Under the new FCC rules governing the use and disclosure of Customer Proprietary Network Information (CPNI), Cascade Communications Company will only be allowed to discuss CPNI at our retail location(s) with those listed as an authorized user on the account and carrying a photo ID. The only exceptions may be for certain routine customer service issues if you have all pertinent information with you, such as the bill or call detail information you wish to discuss. Remember, CPNI includes call detail information and certain account information, including the amount of your bill. For telephone inquiries, other rules dictate how we authenticate a customer. In order to make your experience with Cascade Communications Company the best possible, we want to give you the option of adding authorized users to your account. Adding an authorized user does not mean that their name(s) will show up on the bill, but only that these persons will be allowed to discuss CPNI with our company representatives. If you wish to add authorized users to your account, please take this opportunity to complete the section below.

Authorized Users to Add to Account:

Legal Name (Print)

Legal Name (Print)

Legal Name (Print)

Legal Name (Print)

IMPORTANT: By signing below, the customer is expressly requesting that the company share certain account and call detail information, including Customer Proprietary Network Information, with authorized account users and is authorizing the company to share such information with authorized users as necessary to address service and account inquiries initiated by the account owner or any authorized user.

Account Owner (Print)

Date

Signature

Telephone Number on Account

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