

**CASCADE COMMUNICATIONS COMPANY (Company)  
GIGACENTER LEASE AGREEMENT**

I, \_\_\_\_\_, (Customer) hereby agree as follows:

1. Customer is a current subscriber to Zoom Internet service (Service) provided by Company.
2. Customer wishes to lease a wireless WiFi router (Gigacenter) from Company and Company makes available Gigacenters for lease at a fee, currently \$4.59 monthly. Customer acknowledges that Company offers a monthly Tech Home Support Plan that includes WiFi support that Customer can subscribe to at Customer's option. Customer understands that services provided under the Tech Home Support Plan are not covered in the monthly Gigacenter lease fee.
3. Company reserves the right to change the terms of this Lease Agreement (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 elect not to return the Gigacenter(s) in like-new condition, normal wear accepted, after the communicated effective date of any such changes, your continued possession of the Gigacenter will constitute acceptance of the modified Terms of the Lease Agreement. Customer may return the Gigacenter(s) in the condition in which it was originally provided, normal wear allowed
4. Customer agrees to pay Company an install fee of \$50.00 plus the cost of any wire, jacks or miscellaneous materials in addition to any applicable taxes and fees. This is a standard install fee for locations where the install can be completed in one hour or less. Additional fees may apply for non-standard installs.
5. Customer understands that a whole home survey is recommended prior to the installation of the Gigacenter in order to determine the WiFi signal capabilities throughout the Customer premise so the Gigacenter can be installed in a location that provides maximum benefit to the customer. Company can complete the whole-home survey for a fee of \$50.00 plus any applicable taxes and fees.
6. Customer understands that WiFi signal propagation characteristics are subject to and can vary with environmental changes and Company assumes no responsibility for WiFi signal strength to any specific location.
7. Company assumes no responsibility for connecting any particular device to the Gigacenter or for the performance of any particular device to the Gigacenter.
8. Company will replace a Gigacenter in the originally installed location if the Gigacenter fails due to normal wear or is found to be defective within the first 60 days of installation.
9. If the Gigacenter is damaged by lightning, power surge, misuse or carelessness Company may charge and Customer agrees to pay a fee of \$150 plus applicable taxes to Company for each Gigacenter damaged.
10. Customer understands that the leased Gigacenter(s) is the property of Company.
11. If Customer discontinues Services at the address in which the Gigacenter(s) was installed at any time, Customer agrees to return the Gigacenter(s) to Company within 10 days.
12. If Customer fails to return the Gigacenter(s) to Company within 10 days after Service is discontinued at the address in which the Gigacenter(s) were installed, Company may charge and Customer agrees to pay a fee of \$150 for each Gigacenter plus applicable taxes to Company.
13. Customer will in a timely manner allow Company access as reasonably required to provide Service to and install equipment at any premises Customer controls and will obtain timely access for Company as reasonably required to provide Service to or install equipment at property controlled by third parties such as Customer's landlord. Company will coordinate with and, except in an emergency, obtain Customer's consent to enter upon Customer's property and

premises, which consent shall not be unreasonably withheld. Customer will ensure that the location at which Company provides Service or installs and maintains equipment is a safe working environment, free of hazardous materials or conditions and reasonably suitable for the Services.

14. **Disclaimer of Warranties.** COMPANY MAKES 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, 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.
15. **Limitation on Remedies.** TO THE EXTENT PERMITTED BY LAW, COMPANY'S TOTAL LIABILITY FOR ANY CLAIM UNDER YOUR SERVICE AGREEMENT, INCLUDING FOR ANY EXPRESS OR IMPLIED WARRANTIES, IS LIMITED TO THE AMOUNT YOU PAID COMPANY 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, 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 Address

\_\_\_\_\_  
Customer Telephone Number