



TERMS OF SERVICE-EQUIPMENT AGREEMENT

MILES COOPERATIVE TELEPHONE ASSOCIATION IS WILLING AND ABLE TO PROVIDE AND INSTALL ALL THE NECESSARY EQUIPMENT TO ENSURE THAT YOUR SERVICE IS FULLY FUNCTIONING AND WITHOUT DEFECT. AS LISTED, IF YOU ACCEPT THE TERMS OF THIS SERVICE AGREEMENT, YOU ARE THEREFORE LEGALLY BOUND TO ADHERE TO THE FOLLOWING:

1. Permitted Use

Equipment is provided to you for the sole purpose of receiving and using the Service. All Equipment provided and installed shall remain the sole and exclusive property of the Company, unless otherwise specified in writing or as provided by applicable law. These Terms of Service govern the use of Equipment and Service by you, members of your household, guests, and employees.

2. Access Rights

Safe Working Environment. You must allow access for installing Services and Equipment on the premises in a timely manner. Access means the right to construct, install, repair, maintain, replace, and remove Equipment and/or related facilities (including access lines and network facilities) and the right to use ancillary space for establishing your connection to the Company's network. You must provide proper information and access to the Services and must obtain any necessary licenses, permits and consents (including easements and rights-of-way). You are responsible for ensuring that the location for installations and maintenance provides a safe working environment, free of Hazardous Materials and reasonably suitable for the Equipment and Services installed. For purposes of the preceding, "Hazardous Materials" means any substance or material capable of posing an unreasonable risk to health, safety or property or whose use, transport, storage, handling, disposal, or release, are regulated by any law related to pollution, protection of air, water, or soil or to health and safety. We shall have no obligation to perform work at a location that is not a suitable or safe work environment.

3. Safekeeping of Equipment

You are solely responsible for the safekeeping of all Equipment placed in or on your premises. We have no responsibility for replacing equipment that has been damaged by your misuse, abuse, or neglect. In the event equipment is damaged by lightning, power surge, misuse, neglect, or carelessness or is otherwise destroyed, damaged (ordinary wear and tear excepted), lost or stolen while in your possession, you shall be liable for the full cost or replacement of the equipment.

4. Return of Equipment

If you cancel service or if service is terminated, you must return the equipment to one of our locations during regular business hours, Monday through Friday (except holidays), within ten (10) days of the cancellation or termination of service. Do not return equipment by mail or delivery service, equipment must be returned in the same condition that you received it, except for normal wear and tear. If you are unable to travel to the company's business office or other designated location to return the equipment, you may request pick-up. The provision of pick-up service is

solely at our discretion based on availability. There may be a fee for pick-up, which you will be informed of at the time of the request, and which will be payable at the time of pick-up.

5. Failure to Return Equipment

If after ten (10) days from cancellation or termination of service, the Equipment has not been returned you will be assessed a late charge of five dollars (\$5.00) per day. If after twenty (20) days from cancellation or termination of service, and the Equipment has not been returned, you may be charged for the full replacement cost of the Equipment. If we are required to initiate legal action to recover the replacement cost of Equipment or to recover the Equipment itself, then you will be liable for collection costs and/or for any reasonable attorneys' fees, expenses and court costs incurred in bringing legal action.

6. Other Terms; Calix Terms

Access to and use of service is subject to pricing schedules, service catalogs, service-specific terms, and conditions and/or policies that apply in accordance with the terms to any service or service capability within the respective scope, as may be modified from time-to-time. The company holds a license from Calix, Inc. ("Calix") that permits the ability to distribute the GigaSpire smart home and smart business system (collectively, the "Calix System") and related services to end user subscribers. Our license to deploy and install the Calix System, and your right to use the Calix system and access Calix Services is subject to your acceptance of these Terms of Service and the Subscriber End User Terms required by Calix. If your Equipment and Services include the Calix System and Services then, by signing below, you agree to comply with all the Calix Subscriber End User Terms.

7. Disclaimer of Warranties

THE COMPANY MAKES NO WARRANTIES FOR ANY SERVICES OR EQUIPMENT. 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. Limitations of Remedies

TO THE EXTENT PERMITTED BY LAW, OUR 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 SERVICE(S) OR EQUIPMENT WE PROVIDED. WE SHALL NOT BE LIABLE TO YOU FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, PUNITIVE, SPECIAL OR 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

9. No Waiver of Rights

The Company's failure to exercise or enforce any right under these Terms of Service shall not constitute a waiver of such right or provision.