

**CASCADE COMMUNICATIONS COMPANY
BATTERY BACKUP DISCLOSURE**

This Battery Backup Disclosure is to advise you that your fiber-to-the-home (FTTH) service relies upon the use of a battery backup for voice communications in power failure situations. A battery backup is, or will be installed with our service and the battery backup enclosure must be plugged in to a 110 volt AC power outlet.

Following are some additional details about the battery backups Cascade Communications makes available to our customers:

1. Battery backups are available to all customers served by our FTTH facilities.
2. By default, in the event of a power outage video and Internet connectivity is lost and voice communications remain available for use with the installed battery backup.
3. Currently, Cascade Communications provides the standard battery backup and power supply for no additional charge to the customer at the time of installation and also provides for standard battery replacement in the event of normal wear and tear. Replacement batteries may also be available from other sources including www.amazon.com.
4. All of the standard battery backup units provided by Cascade Communications are engineered to provide a minimum of 8 hours standby time for provisioned voice services. An optional battery backup engineered to provide a minimum of 24 hours standby time is available at the time of installation or for replacement for single dwelling units at a cost of \$150.00 and for multiple dwelling units at a cost of \$209.00. The actual time the battery will provide standby voice service will be reduced if the voice line is used or phones are left off-hook during the power outage. In order to help assure standby time, please notify Cascade Communications if the "Replace Battery" LED Indicator is lit on the power supply unit.
5. The battery backup should be located in an area where the temperature is 32° - 104° and the humidity is 0% - 95% non-condensing and the battery backup enclosure must be plugged into a 110 volt AC power outlet.
6. LED indicators on the front of the battery backup enclosure provide an AC Indicator (Green for Utility Power in the normal state and Yellow for Battery Power when AC is absent), DC Output Power (Green when DC output power is provided by the battery or utility power) and Battery (Red when the battery is not connected or the battery needs to be replaced).
7. Limited Warranty information – Cascade Communications will replace batteries that fail due to normal wear and any batteries that are covered by the manufacturers limited warranty. The terms of this limited warranty are as follows:

CyberPower warrants that the Product will be free from defects in material and workmanship for three years from the date of original purchase, subject to the terms of this Limited Warranty. This Limited Warranty gives you specific rights, and you may have other rights, which vary from State to State or Province to Province. Any Implied Warranty of Merchantability or for Fitness for a Particular Purpose, if applicable to the Product, is limited in duration to three years. This provision shall NOT create any Implied Warranty or Merchantability or of Fitness for a Particular Purpose that would not otherwise apply to the Product. NOTE: Some States and Provinces do not allow limitations on how long an implied warranty lasts, so the above limitation may not apply to you. To be covered you must still be the owner of the Product at the time of the failure that results in the claim made under this Limited Warranty. Your sole and exclusive remedies are those provided by this Limited Warranty. This exclusion of other express warranties applies to written and oral express warranties. CyberPower excludes any liability for personal injury. CyberPower excludes any liability for direct, indirect, special, incidental, or consequential damages, whether for damage to or loss of property, loss of profits, business interruption, information or data. This exclusion applies even though damage or loss is caused by negligence or other fault. NOTE: Some States or Provinces do not allow the exclusion or limitation of incidental or consequential damages, so the above limitation may not apply to you. DO NOT USE FOR MEDICAL OR LIFE SUPPORT EQUIPMENT OR OTHER HIGH RISK ACTIVITIES. CyberPower does not sell the Product for use in high-risk activities. The Product is not designed or intended for use in hazardous environments requiring fail-safe performance, including the operation of nuclear facilities, aircraft navigation or communication systems, air traffic control, weapons systems, life support or medical applications or for use in any circumstance in which the failure of the Product could lead directly to death, personal injury, or severe physical or property damage, or that would affect operation or safety of any medical or life support device (collectively, "High Risk Activities"). CyberPower expressly disclaims any express or implied warranty of fitness for High Risk Activities. CyberPower does not authorize use of any Product in any High Risk activities. ANY SUCH USE IS IMPROPER AND IS A MISUSE OF A CYBERPOWER PRODUCT.

CASCADE COMMUNICATIONS RESERVES THE RIGHT TO AMEND THIS DISCLOSURE UPON 30 DAYS WRITTEN NOTICE. ANY CHANGES TO THE MANUFACTURERS WARRANTY WILL APPLY.

If you have any questions regarding this battery disclosure statement, please contact Cascade Communications Company at 563-852-3710.