



Equipment Addendum – Single Payment Purchase, Rental and/or Customer Provided Equipment

This Equipment Addendum (this “Equipment Addendum”) amends and modifies the Telecommunications Account Agreement (TAA) or Master Service Agreement (MSA) (referred to herein, as so amended and modified, as the “Agreement”) between U.S. TelePacific Corp. d/b/a TPx Communications and/or its affiliated companies (“TPx”) and Customer.

This Equipment Addendum governs both devices supplied by TPx as well as Customer-provided devices (all such devices collectively referred to herein as “Equipment”), and which said Equipment is used in conjunction with any of TPx’s Services. The Equipment may be: (1) purchased by Customer from TPx via a single payment, (2) rented by Customer from TPx, 3) provided by Customer.

1. PURCHASED EQUIPMENT

The following terms apply to Equipment purchased from TPx:

- a. **Condition of Sale.** The terms and conditions of sale contained herein supersede all agreements made and purchase orders submitted to and accepted by TPx.
- b. **Payment Terms**
 - i. For a single Payment Purchase under \$3,000, the full Equipment purchase balance, along with shipping and handling costs and applicable taxes, are invoiced at the time of delivery and due by the “pay by” date on the first invoice.
 - ii. For a single payment purchase over \$3,000:
 - (A) 50% of the total amount for Equipment purchased is due with contract acceptance.
 - (B) The remaining Equipment purchase balance, along with shipping and handling costs and applicable taxes, are invoiced at the time of delivery and due by the “pay by” date on the first invoice.
 - iii. Initial payments may be remitted by mail, via check, along with the signed Service Agreement, to:

TPx
3300 N Cimarron Rd
Las Vegas, NV 89129
Attn: Receivables
 - iv. Initial payments may be remitted over the phone via check or credit card. A member of the Customer Financial Service team will contact you directly to take your prepayment when the signed Service Agreement is being validated.
- c. **Credit Allowances.** Credits granted by TPx for the interruption of services may not be applied to Equipment purchases or payments due or to become due under the Agreement (including this Equipment Addendum).
- d. **Ownership of Equipment.** If the Equipment is purchased, Customer is the beneficiary of any applicable warranty and is responsible for all taxes, insurance and risk of loss related to the Equipment.
- e. **Equipment Purchase Cancellation.** Customer may cancel an Equipment purchase within twenty-four (24) hours of signing (acknowledging) this Equipment Addendum. Notification of order cancellation must be emailed to billing@tpx.com. Cancellation of orders after twenty-four (24) hours will result in an



order cancellation charge equal to 10% of the total amount for Equipment purchased.

f. Shipping Charges and Taxes. Customer is responsible for all delivery or shipping charges, installation charges, and applicable taxes.

g. Warranty on Purchased Equipment.

- i. Maintenance of Equipment. TPx will provide maintenance and support for Equipment purchased from TPx, including software updates and patches, for as long as Customer maintains its associated Service with TPx.
- ii. TPx Replacement Obligation. For Equipment purchased from TPx, TPx will replace any failed devices for as long as Customer maintains its associated Service, Customer's account remains in good standing, TPx has reasonable access to replacement Equipment, and Customer returns the Equipment in accordance with the terms stated within the manufacturer warranty; provided that TPx and Customer agree that Customer's obligations to make payments on the Services. The replacement item may be a new or reconditioned device of equal or comparable value. The TPx replacement obligation starts when Equipment is delivered to Customer, lasts for the duration Customer maintains an associated Service, and overlaps the manufacturer's warranty. It covers accidental damage, liquid damage, or any Equipment defect. Associated shipping and/or service order fees may apply.
 - (A) Exclusions. Lost or stolen Equipment, or Equipment that appears to be damaged by intent, gross negligence or willful or reckless treatment shall not be covered under any TPx's replacement obligation. Additionally, phone accessories and headsets shall not be covered under any TPx's replacement obligation. MSx service(s) equipment replacement obligation terminates when the manufacturer no longer supports the equipment.
 - (B) TPx's Sole Obligation. TPx's sole obligation with respect to Equipment is to repair the Equipment, deliver to Customer an equivalent replacement Equipment, or if neither of the two foregoing options is reasonably available, TPx may, in its sole discretion, refund to Customer the purchase price paid for the Equipment. Replacement Equipment may be new or reconditioned. The foregoing is Customer's sole remedy, and TPx's sole obligation, with regard to defective Equipment.
- iii. Return / Exchange Policy for Purchased Equipment.
 - (A) Returns and Exchanges. Should it be necessary to return Equipment, Customer may return it for a refund or exchange, excluding any shipping charges and subject to a restocking fee of twenty-five (\$25.00) dollars per unit, within thirty (30) days after delivery. Defective Equipment may be repaired or exchanged for the same or equivalent model only, at TPx's discretion. All returned Equipment must be unregistered, in complete original manufacturer's packaging, same condition as sold, with all accessories, literature, instructions, documentation and blank warranty cards.
 - (B) Exclusions. No returns will be allowed on: phone accessories and headsets, network cabling, original manufacturer computers, computer products, or software once opened.

2. RENTED EQUIPMENT

The following terms apply to Equipment rented from TPx:

a. Rental Payments. Customer is responsible for all rental payments for Equipment rented from TPx. Customer agrees to pay the charges for this rental upon receiving billing for same.



- b. Rental Period.** The rental period will begin on the date the Equipment is delivered to Customer and continue until the date the Equipment is returned to TPx or Customer converts the Equipment to a purchase.
- c. Use of Equipment.** Customer agrees that the Equipment will be used solely by Customer, only at the address(es) designated, and solely for the purpose for which the Equipment was manufactured and intended unless TPx consents to other use. SUB-LEASING OR SUB-LETTING IS PROHIBITED without written consent of TPx.
- d. Loss of Equipment.** If the Equipment is lost or stolen while rented under this Agreement, Customer shall be responsible for new replacement cost together with the ordinary rental fees due.
- e. Return of Equipment.** Customer agrees to return, on termination of the Agreement or on request from TPx, the rented Equipment to TPx in the same condition as it was received, ordinary wear and tear excepted. Ordinary wear and tear includes: fading of text on buttons or keys due to use; nicks and scratches that do not affect use of the Equipment; adhesive left by the removal of tape or stickers; and any damage to the handset cord or cabling. In the event Customer fails to return the Equipment to TPx, Customer will be responsible for the new replacement cost of the Equipment.
- f. Ownership of Equipment.** It is understood and agreed that all rented Equipment remains, at all times, the property of TPx.
- g. Support and Replacement for Rented Equipment.**
 - i. Maintenance of Equipment.** TPx will provide reasonable maintenance and support for rented Equipment, including software updates and patches and failure due to manufacturer defect, faulty software, or ordinary wear and tear.
 - ii. Replacement Obligation for Rented Equipment.** For Equipment rented from TPx, TPx will replace any failed Equipment for the duration of the rental period, provided Customer's account remains in good standing, TPx has reasonable access to replacement Equipment, and Customer returns the Equipment in accordance with the terms stated within the manufacturer warranty. The replacement Equipment may be new or reconditioned Equipment of equal or comparable value. The TPx replacement obligation starts when Equipment is delivered to Customer, lasts for the duration of the rental period, and overlaps the manufacturer's warranty. It covers accidental damage, liquid damage, or any equipment defect. Associated shipping fees may apply.
 - iii. Replacement Exclusions.** Lost or stolen Equipment or Equipment that shows repeated damage, shall not be covered under any TPx's replacement obligation. Customer agrees to pay for any and all damages, from any such cause, resulting to the Equipment while rented under this Agreement, and/or the replacement cost of the lost, stolen, or damaged Equipment, together with the ordinary rental fees due until payment in full.
 - iv. Early Termination.** If, prior to the end of the Initial Term, Customer decreases the quantities of any rental Equipment by returning the Equipment to TPx for any reason, a restocking fee of twenty-five (\$25.00) dollars per unit will be applied.

3. HARDWARE CLAIMS POLICY FOR ALL EQUIPMENT PURCHASED OR RENTED FROM TPX

For all Equipment purchased or rented from TPx, Customer must inspect the Equipment carefully as to content and conditions upon receipt. All claims for damaged or missing items must be reported to TPx within two (2) business days of receipt of Equipment. In the event a package arrives damaged, it is the responsibility of Customer to contact TPx to inspect the package to assure full refund or replacement. All packaging must be retained until the problem is resolved.

4. CUSTOMER PROVIDED EQUIPMENT



If Customer has requested that TPx enable access for Customer-provided Equipment to operate with TPx's Service, and that Equipment is not prohibited by TPx, TPx may, at its sole discretion, enable access of that Equipment to a TPx service, subject to the following terms and conditions:

- a. **Risks and Liabilities.** Customer acknowledges and accepts all risks and liability associated with configuring Customer-provided Equipment to use TPx's associated service or services.
- b. **No Configuration or Troubleshooting of Customer Provided Equipment.** Customer acknowledges that TPx will not provide any configuration or troubleshooting support on issues related to or caused by Customer-provided Equipment, other than to confirm that the associated user is properly configured within TPx's platform.
- c. **No Detrimental Equipment.** TPx reserves the right to change authentication settings, block or remove Customer-provided devices, de-activate user accounts, or take other reasonable action in order to maintain the security and integrity of its systems and network, and to remove or block any Equipment deemed detrimental to TPx or its customers, at TPx's sole discretion.

5. OTHER EQUIPMENT

All Rented Equipment remains the property of TPx and will be promptly returned to TPx in good working condition, excluding ordinary wear and tear, upon termination or expiration of the Term. If Customer does not return said property within thirty (30) days following termination of the Service(s), Customer agrees to pay to TPx the manufacturer's current list price for such hardware and software within ten (10) days of notice from TPx of such failure. Monies paid for Service(s) are not payments for Equipment unless explicitly stated on Customer's invoice.

6. LIMITATION OF LIABILITY

WITHOUT LIMITING ANY LIMITATION OF LIABILITY IN SUBSECTION (d) OF SECTION 5 OF THE TERMS AND CONDITIONS ATTACHMENT TO THE AGREEMENT, TPX LIABILITY IS LIMITED TO THE MONETARY VALUE OF THE EQUIPMENT PURCHASED OR ONE MONTH'S RENTAL FEE OF THE EQUIPMENT RENTED.