

UCx Equipment Rental Addendum

This Addendum amends and modifies the Telecommunications Account Agreement (TAA) between U.S. TelePacific Corp. and/or its affiliated companies ("TelePacific") and Customer.

This Addendum governs both the TelePacific UCx and any devices, such as handsets, routers, switches or any other IP connection device used in conjunction with the Service.

1. The Lessee is responsible for rent for the rental equipment (hereafter called "the equipment") from the time the equipment is delivered to the Lessee until its return to TelePacific. If the equipment is lost, stolen, or damaged while rented under this Agreement, the Lessee shall be responsible for new replacement cost together with the ordinary rental fees due until payment.
2. Lessee agrees to pay the charges for this rental upon receiving billing for same, under the net payment terms indicated in the TAA.
3. Lessee agrees that the equipment will be used solely by the Lessee, only at the address designated and solely for the purpose for which the property was manufactured and intended unless TelePacific consents to other use. SUB-LEASING OR SUB-LETTING IS PROHIBITED without written consent of TelePacific.
4. Lessee agrees to return, on termination of this lease, the rented equipment to TelePacific 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.
5. Except as provided under TelePacific's Warranty Service on Rented Equipment and Equipment Rental Guaranteed Replacement Warranty (as defined below), Lessee agrees to pay for any and all damages, from any cause, resulting to the equipment while rented under this Agreement.
6. In the event of a Customer breach or upon expiration of this agreement and to protect TelePacific's rights under this contract, Lessee agrees that: TelePacific may re-take the equipment at any time and for such purpose and TelePacific or its representatives may enter upon the premises of Lessee who hereby waives any right of action against TelePacific for such retaking or entry, so long as such re-taking is done in compliance with all applicable laws.
7. It is understood and agreed that said property at all times remains TelePacific's. The sale of said property by the Lessee or failure to return said property to TelePacific may constitute a crime and subject the Lessee to prosecution.
8. Lessee acknowledges that prior to taking the property, the Lessee has examined the property, has seen it in operation, that the equipment was in good operating condition and that the Lessee represented to the TelePacific familiarity with the proper and safe manner of using said equipment.

WARRANTY SERVICE ON RENTED EQUIPMENT

TelePacific will provide maintenance and/or replacement for any equipment under the rental agreement which fails due to manufacturer defect, faulty software, or ordinary wear and tear.

EQUIPMENT RENTAL GUARANTEED REPLACEMENT WARRANTY

Equipment rented from TelePacific includes a Guaranteed Replacement Warranty which guarantees replacement of a damaged or defective device with the same or manufacturer's equivalent model. The TelePacific Guaranteed Replacement Warranty starts when equipment is delivered to the Lessee and lasts for the duration of the rental period, and overlaps the manufacturer's warranty. It covers accidental damage, liquid damage, or any equipment defect.

EARLY TERMINATION

If, prior to the end of the initial term, the Lessee decreases the quantities of any rental equipment included on the rental agreement by returning the equipment to TelePacific for any reason, then Early Termination charges will be applied.



RETURN/EXCHANGE POLICY

Should it be necessary to return an item, Customer may return it for a refund or exchange, excluding any shipping charges and subject to a \$25.00 restocking fee, within thirty (30) days after delivery of replacement phone or receipt of the TelePacific shipping label. Items received after thirty (30) days will be rejected and Customer will be charged the list price for the device. Defective items may be repaired or exchanged for the same or equivalent model only at TelePacific's discretion.

All returned merchandise must be unregistered, in complete original manufacturer's packaging, same condition as sold, with all accessories, literature, instructions, documentation and blank warranty cards.

No returns will be allowed on

- Phone accessories or headsets
- Network cabling
- Original manufacturer computers, computer products, or software once opened.

If you need to return a purchased equipment item to TelePacific, please follow the return authorization process found at www.dscicorp.com.