

## IP Simple Equipment Rental Terms and Conditions Schedule

In addition to the general terms and conditions contained in the service agreement (the "Agreement") between the Windstream entity specified on Customer's bill ("Company") and Customer, of which this Schedule is a part, Customer agrees that the following terms and conditions apply to the IP Simple Rental Equipment ("Equipment") provided to Customer by Company. Unless otherwise defined herein, capitalized terms shall have the same meaning as defined in the Agreement.

1. **Title.** Company retains rights, title and interest in and to the Equipment Customer has rented from Company. Customer is strictly prohibited from encumbering in any way or granting any interest in the Company Equipment to any third party.

2. **Delivery.** Customer agrees, at its sole expense, to provide the proper environment and the electrical and telecommunications connections for the Equipment rented from Company. Customer is solely responsible for correcting any hazardous conditions that may adversely affect Company personnel or the Equipment. Company shall use commercially reasonable efforts to begin Equipment delivery prior to the scheduled installation date. If Company is unable to complete delivery and installation within sixty (60) days of any scheduled installation date, solely for reasons beyond Customer's control or due to force majeure, CUSTOMER'S EXCLUSIVE REMEDY SHALL BE TO CANCEL THE EQUIPMENT RENTED UNDER THE AGREEMENT WITHOUT INCURRING A "CANCELLATION FEE" OR "RESTOCKING FEE," AND COMPANY SHALL ACCEPT THE RETURN FROM CUSTOMER OF ALL RENTED EQUIPMENT.

3. **Installation and Configuration.** If applicable, Company will provide installation and configuration services as described in the proposal(s) to the Agreement.

4. **WARRANTIES/DISCLAIMER. NO WARRANTY.** EXCEPT TO THE EXTENT CUSTOMER HAS PURCHASED AN EXTENDED WARRANTY HEREUNDER, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, COMPANY DISCLAIMS AND EXCLUDES ALL REPRESENTATIONS, WARRANTIES, AND CONDITIONS WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING BUT NOT LIMITED TO REPRESENTATIONS, WARRANTIES, OR CONDITIONS OF TITLE, NON-INFRINGEMENT, SATISFACTORY CONDITION OR QUALITY, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, WITH RESPECT TO ANY SERVICES, OR ANY EQUIPMENT (MANUFACTURED BY EITHER ALLWORX OR ANY NON-ALLWORX COMPANY) RENTED FROM COMPANY. COMPANY WARRANTS ONLY THAT ITS SERVICES SHALL BE PERFORMED IN A TIMELY, PROFESSIONAL AND WORKMANLIKE MANNER BY QUALIFIED PERSONNEL. IF SERVICES ARE NOT PERFORMED AS WARRANTED AND CUSTOMER NOTIFIES COMPANY IN WRITING WITHIN THIRTY (30) DAYS, CUSTOMER'S EXCLUSIVE REMEDY IS THAT COMPANY WILL RE-PERFORM THE NON-CONFORMING SERVICES. CUSTOMER'S EXCLUSIVE REMEDY WITH RESPECT TO THE EQUIPMENT RENTED UNDER THE AGREEMENT IS AS SET FORTH IN THE LIMITED WARRANTY, IF ANY, DELIVERED WITH THE EQUIPMENT FROM THE EQUIPMENT MANUFACTURER. THESE WARRANTIES AND LIMITATIONS FROM THE EQUIPMENT MANUFACTURER ARE CUSTOMER'S EXCLUSIVE WARRANTIES AND SOLE REMEDIES AND REPLACE ALL OTHER WARRANTIES OR CONDITIONS, EXPRESS OR IMPLIED, WITH RESPECT TO THE RENTED EQUIPMENT, INCLUDING WITHOUT LIMITATION, THE IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR USE.

5. If Customer is unable or unwilling to schedule or accept delivery or installation on the date Company tenders delivery or installation, Company shall have the right to initiate billing for the amounts due hereunder as of the date delivery was tendered. Customer shall be solely responsible for the return of Equipment to Company upon expiration or termination of the Agreement, and such returned Equipment shall be in good repair, condition and working order, ordinary wear and tear excepted, at the location(s) within the continental United States specified by Company.

6. **Use of Equipment.** Customer agrees that this Schedule and the Agreement shall not grant Customer any property rights in any of the Equipment. Customer shall use the Equipment solely in the conduct of its business, in a manner and for the use contemplated by the manufacturer thereof. Company shall be entitled to inspect the Equipment at reasonable times. Company may require markings to be affixed to the Equipment. Customer shall keep the Equipment free from any markings or labeling which might be interpreted as a claim of ownership thereof by Customer. Without the prior written consent of Company, Customer shall not assign, lend, pledge, transfer, or sublease the Equipment, permit to exist a security interest, lien or encumbrance with respect to any of the Equipment, or cause or permit any of the Equipment to be moved from the location specified in the Agreement and/or proposal(s). Customer shall bear the risk of any loss, theft, damage or destruction to the Equipment during the Term. Customer shall obtain and maintain at its own expense insurance against the loss of, or damage to, the Equipment, including, without limitation, loss by fire or other casualty. A certificate of insurance shall be provided to Company upon request. Customer acknowledges that Company may lease the Equipment from, or pledge any or all of its rights in the Equipment to any entity or other financing source (each a "Lessor") and Customer shall comply with any and all directions from such Lessor regarding the Equipment, including releasing the Equipment to Lessor upon written request. Customer hereby irrevocably authorizes Company and/or Lessor to file and record such Uniform Commercial Code financing statement(s), amendments and continuations and/or other lien recordation documents as may be prudent to confirm and maintain Company's and/or Lessor's interest in the Products.

7. **Maintenance Services.** Company may provide routine diagnostic and maintenance services (the "Maintenance Services") on the Equipment, as follows:

(a) In the event that Customer is experiencing a problem with the Equipment, Customer shall be required to call Company Customer Service at 1.877.340.2555 and open a trouble ticket. Company shall respond to Routine Trouble reports via telephone or email within forty-eight (48) business hours, Monday through Friday, 8am-8pm local time, excluding holidays and weekends ("Normal Business Hours"). A "Routine Trouble" is defined as any issue not considered an "Emergency Request," as defined in subsection (b) below.

(b) Company shall respond to Emergency Requests via telephone or email 7 x 24 x 365 within four (4) hours of notification. An "Emergency Request" is defined as fifty percent (50%) or greater of the total quantity of phones connected directly or via MPLS to the Customer's PBX which are not in service, with "not in service" meaning that a phone is not able to make or receive a phone call.

(c) Customer shall be required to provide VPN access at the location where the Equipment is housed to enable Company to provide remote support. If the problem cannot be identified and resolved per the terms of this subsection via remote support, Company will dispatch a technician or Project Engineer to the Customer's location.

(d) Customer will not be responsible for charges associated with Equipment failure and subsequent replacement if the outage is caused by the Equipment or Services.

(e) Customer will be responsible for payment of charges at the time and materials rates in Section 11(c) below if the outage was not caused by Equipment or Services.

(f) Customer will be responsible for payment of charges incurred for any move, add, change or disconnect ("MACD") at the time and materials rates in Section 11 (c) below.

(g) Company shall use all commercially reasonable efforts to identify and correct the problem with the Equipment. Maintenance Service includes upgrading Allworx software versions and fixing or arranging to have Equipment fixed. If the Equipment cannot be fixed and none of the exclusions in subsection (d) below apply, Company shall replace the defective Equipment with either new or reconditioned equipment.

(h) Maintenance Services may be provided by a Company affiliate or subcontractor selected by Company at its sole discretion.

(i) If persons other than those employed or contracted by Company shall repair, modify or perform any Maintenance Services on any Equipment, or if Customer fails to maintain the Equipment in accordance with the manufacturer's requirements, and as a result of either of the foregoing, further Maintenance Services by Company are required to restore the Equipment to good operating condition or the Equipment needs to be replaced, such further Maintenance Services or replacement Equipment charges shall be billed to Customer at Company's time and materials rates in Section 11 (c) below. Customer must notify Company in the event that Customer re-locates the Equipment to any Service location other than the Service location where the Equipment was initially installed. Company has the right to terminate the Agreement for cause if Customer relocates any Equipment to another location or facility that is not a Service location under the Agreement and/or proposal(s), and which is outside of the Company serving area. Notwithstanding the foregoing, at Customer's request, Company will use commercially reasonable efforts to provide services to Customer at such other location or facility.

**8. Return Policy.** When Customer is required to return any Equipment to Company for warranty service, Customer agrees to obtain Company's concurrence prior to returning any Equipment for repair or replacement and must reference any return material authorization number ("RMA") issued by Company on documentation accompanying such returned Equipment. Customer further agrees to ship such Equipment prepaid and suitably packaged to a location designated by Company. Company will return to the Customer any repaired or replaced Equipment at Company's expense. Company is responsible for loss of or damage to the Equipment while it is a) in Company's possession or b) in transit back to Customer. The replacement Equipment may not be new, but will be in working order and equivalent to the Equipment exchanged as determined in good faith by Company. Customer agrees to ensure that any returned Equipment is free of any legal obligations or restrictions that prevent its exchange and represents that all returned Equipment are genuine and unaltered.

**9. Time and Materials.** Customer acknowledges that all time and material cost quotes issued by Company are estimates. Company will invoice, and Customer agrees to pay, Company for all actual time and materials incurred to install the Equipment.

**10. End of Term Options.** At the end of the Term of the Agreement, Customer must either return the Equipment, upgrade the Equipment with the most current technology at current Company rates, renew the Agreement at a renegotiated rate, or purchase the Equipment at its then current fair market value. The fair market value is the price of the Equipment as determined by commercially reasonable means at the end of the Term of the Agreement.

#### **11. Company Services**

(a) Company's ability to install the Equipment and/or complete any MACD ordered by Customer depends upon Customer's full and timely cooperation, plus the accuracy and completeness of information provided by Customer.

(b) Upon completion of any MACD performed by Company, Customer has until 5pm Eastern Time on the second (2nd) business day thereafter in order to re-open the same MACD request and not incur additional charges.

(c) Services Rates and Minimum Increments. For any remote or dispatch MACD performed by Company during Normal Business Hours, Customer acknowledges and agrees to pay Company at the following rates and increments:

There is a \$75.00 trip charge for Dispatch.

Type	Hourly Rate	Minimum	Increment
Voice Technician – Remote	\$110.00	1 Hour	15 Minutes
Voice Technician – Dispatch	\$110.00	1 Hour	30 Minutes
Data Engineer – Remote	\$150.00	1 Hour	15 Minutes
Data Engineer – Dispatch	\$150.00	1 Hour	30 Minutes

For any MACD service performed outside Normal Business Hours, Customer agrees to pay Company one and a half (1.5) times the current Company hourly rate listed above, and at the same applicable minimum service increment. The determination of whether a Technician or an Engineer must complete a MACD is exclusively mandated by the manufacturer of the Equipment ordered by the Customer.

12. Customer acknowledges and agrees that Company shall utilize Customer's existing cables and jacks unless both parties otherwise agree. If Company is required to perform work on Customer's existing cables and jacks in order to accommodate the Equipment ordered by Customer, Customer agrees to pay Company on a commercially reasonable time and material basis based on the rates listed above after notifying Customer and obtaining Customer's permission.

13. Company recommends that Customer obtain a network assessment prior to deploying any VoIP equipment. Customer acknowledges that voice quality can be negatively impacted with improper network infrastructure. Customer agrees that Company is expressly not liable for any voice quality issues if Customer failed to have performed a network assessment from a qualified provider.

14. Customer agrees that Company will support all off net, home or "road warrior" VoIP access to voice customer premises equipment on a time and materials basis based on the rates listed above due to many uncertainties caused by numerous service providers, available bandwidths, existing modems and lack of quality of service available on those circuits. Company simply warrants to use commercially reasonable efforts to accommodate Customer on such circumstances.

15. Customer agrees that it shall not add any equipment or devices to its Company-provided systems, other than the Equipment provided hereunder,

without the prior written consent of Company, which consent may be withheld in the reasonable discretion of Company. Company shall have no obligation to support such devices or any system design not installed and implemented by Company. Company reserves the right to determine what, if any, programming access Customer shall be provided to the phone system.

16. **Unauthorized Use of Services.** Except as provided herein, Customer, and not Company, shall bear the risk of loss arising from any unauthorized or fraudulent usage of the Equipment or any services provided by Company to Customer. Company reserves the right, but is not required, to take any and all action it deems appropriate (including blocking access to particular calling numbers or geographic areas) to prevent or terminate any fraud or abuse, or any use thereof, provided, however, that any such action shall be consistent with applicable federal and state laws, rules, and regulations. Notwithstanding the foregoing, Customer shall not be liable for unauthorized or fraudulent usage to the extent that (i) Customer has previously notified Company of the problem in writing; (ii) the problem was within Company's reasonable ability to correct or prevent, and (iii) Company negligently or willfully fails to correct or prevent such unauthorized or fraudulent usage.

17. **Allworx Reach™ Application.** In the event Customer utilizes the Allworx Reach™ application, the application will only be supported by Company to the extent required to verify the correct application configuration. Company shall not be responsible for troubleshooting voice quality issues on the application or issues involving Apple's iOS or Android's operating systems. Emergency calls to 911 are ***not*** supported on the Allworx Reach™ application.

18. **Termination.** In the event Customer terminates any portion of network services under the Agreement, Customer shall remain obligated to fulfill the remainder of rental payments pursuant to this Schedule, and the Agreement shall survive with respect to the Schedule. With regards to an early termination of this Schedule by Customer, except in the event of termination due to Company's breach, nothing contained herein shall release Customer from its obligation to pay any remaining rental payments for the Schedule's term. In addition, no early termination of this Schedule shall release Customer from its obligation to fulfill the remainder of the Agreement.