

## Net Tel One Equipment Policy

Net Tel One Communications (“NTO”) has Customers who rent equipment from NTO. Although NTO no longer offers rentals to new Customers, for those Customers that do have rental service, the following Net Tel One Equipment Policy (“Policy”) shall apply. NTO reserves the right to amend this Policy at any time and without notice. Any revisions shall automatically become effective when posted. Customer should review this Policy frequently, because each time Customer uses NTO's Services Customer will be bound by this Policy as then in effect. This Policy was last updated on January 1, 2012.

Unless otherwise defined herein, capitalized terms used herein shall have the meaning ascribed to them in the customer’s applicable Agreement and/or Order Form(s).

### Conditions of Equipment Rental

- (a) The monthly charges for the rental of any Equipment shall be as provided for under the relevant Order Form(s).
- (b) Customer acknowledges and agrees that all Equipment shall at all times be the sole property of NTO and not of Customer. Customer shall not remove (or permit any third party to remove) from any such Equipment any notice indicating that such Equipment is the property of NTO.
- (c) Customer agrees to use the Equipment solely in connection with the Service and otherwise solely in the manner for which the Equipment is intended to be used. If Customer is not fully familiar with the use of any Equipment, prior to use Customer shall contact NTO’s customer service for instructions.
- (d) Customer agrees to use the Equipment solely at the address of Customer set forth in the applicable Order Form(s) and not to remove any Equipment from such address; provided, that this restriction shall not apply to any Remote IP Phone or to any other Equipment furnished to Customer for use in connection with such Remote IP Phone.
- (e) Upon any expiration or termination of a specific Order Form or Customer’s Agreement, all applicable Equipment shall be returned to NTO, and Customer shall permit NTO to enter upon the premises of Customer to remove the Equipment. After the Equipment has been returned to NTO and NTO has determined that all of the Equipment has been returned and that no Equipment has been damaged (beyond normal wear and tear), destroyed, or lost, NTO will return to Customer any Equipment deposit then held by NTO with respect to such Equipment. If any Equipment has been damaged (beyond normal wear and tear), destroyed, or lost, NTO may withhold from such deposit an amount equal to the replacement cost of such Equipment, as provided in Section (f) below (provided that if such deposit is insufficient to pay the full amount

of the replacement costs payable with respect to such damage, destruction, or loss, such deposit shall not constitute the limit of Customer's liability for such damage, destruction, or loss).

(f) Customer agrees to pay NTO an amount equal to the Replacement Cost (as hereafter defined) of any Equipment that is destroyed, damaged (beyond normal wear and tear) or lost (whether as a result of theft or otherwise). The term "Replacement Cost" shall mean, with reference to any Equipment, the cost of such Equipment as indicated on the Schedule of Equipment Replacement Costs below, plus any applicable taxes. Payment of such amount by Customer to NTO is due immediately upon Customer's receipt of an invoice from NTO. Payments that are more than thirty (30) days late will accrue interest at a rate of one and one-half percent (1.5%) per month, or the highest rate allowed by applicable law, whichever is lower.

(g) Nothing in this Policy shall modify, amend or limit in any respect any of NTO's rights under any guaranty of any of Customer's obligations according to the terms of the applicable Order Form(s) and/or Agreement.