



# TERMS AND CONDITIONS: EQUIPMENT RENTAL SCHEDULE

Last Updated: October 20, 2020

In addition to the NUSO Business Customer Terms & Conditions of Service and Use between NUSO and Customer ("Agreement"), these Equipment Rental Terms and Conditions are incorporated by reference into the NUSO Business Customer Terms & Conditions of Service and Use and are legally binding upon the Customer. Customer agrees that the following terms and conditions apply to the Rental Equipment ("Equipment") provided to Customer by NUSO.

## 1. Delivery

Customer agrees, at its sole expense, to provide without limitation; the proper location, office area, telephone room space and environment along with all electrical outlets, jacks and connections for the Equipment that to operate and function properly in order to use the NUSO Services. NUSO and its affiliated parties shall use commercially reasonable efforts to provide Equipment delivery prior and/or on the scheduled installation date. Unless provided however the Customer is responsible for Installation and in such case NUSO will ship all required Equipment and peripherals to the Customer.

- A. In the event NUSO ships Equipment to Customer and Customer is responsible and agrees to install the Equipment, if and when NUSO makes the Service available to Customer but Customer has not yet installed Equipment, Customer affirms and agrees that NUSO shall have the right to invoice Customer even though the available Services are not used by Customer.

## 2. Installation and Configuration

If applicable, NUSO and/or its affiliated parties will provide installation and configuration services as described in the initial Quotation For Service; Service Order Form and/or any additional Quotation for Service; Service Order Form which become effective by Customer signature and upon acceptance by NUSO.

## 3. Monthly Rental Payments

Customer obligates itself to pay to NUSO monthly rental payments described on the initial Quotation for Service; Service Order Form and any other Quotation for Service; Service Order Forms which become valid by Customer signature and NUSO acceptance thereof. Monthly rental payments are due and payable in accordance with the NUSO Business Customer Terms & Conditions of Service and Use and as reflected on the Customer monthly invoice and shall include all applicable taxes, fees and surcharges as required by law.

## 4. Availability

Customer agrees, at its sole expense, to provide the proper environment, electric and communications connections without limitation Internet Service for all NUSO Equipment as stated and agreed to by Customer in the Business Customer Terms & Conditions of Service and Use. Customer is the sole and responsible party for correcting any hazardous conditions which may adversely affect NUSO the Equipment. In the event Customer is unable or unwilling to schedule and/or accept delivery or installation on the date NUSO and/or its affiliates provide either delivery or installation, NUSO shall have the right to invoice for the amounts due as specified on the Quotation for Service; Service Order Form as of the date delivery. Customer shall be the sole and responsible party responsible for the return of Equipment to NUSO upon cancellation, termination or expiration of the initial Quotation for Service; Service Order Form Agreement and/or as specified in the NUSO Business Customer Terms & Conditions of Service and Use. All Equipment shall be returned to NUSO in good condition and working order, with ordinary wear and tear as accepted. Customer shall remain obligated to and be bound by the remainder of the Service length of the initial Quotation for Service; Service Order Form Agreement and/or as specified in the NUSO Business Customer Terms & Conditions of Service and Use.

## 5. Ownership & Use of Equipment

NUSO retains all title, ownership, rights and all interest to the Rental equipment ("Equipment") Customer rents from



NUSO in connection with use of the NUSO Service. Customer agrees that the NUSO Business Customer Terms & Conditions of Service and Use or these NUSO Equipment Rental Terms & Conditions shall not grant Customer any ownership or property rights to any of the Equipment.

- A. Customer shall use the Equipment solely to conduct its business. NUSO or its Affiliates shall be entitled to inspect the Equipment at reasonable times. NUSO may require markings to be affixed to the Equipment. Customer shall keep the Equipment free from any markings or labeling which may be interpreted as a claim of ownership by Customer. Without the prior written consent of NUSO, Customer shall not in any manner assign, pledge, lend, sublease, rent or transfer the Equipment and/or permit; or come to permit, to exist any security interest, lien or encumbrance with respect to any of the Equipment.
- B. Customer shall not cause or permit any of the NUSO Equipment to be moved from the location or moved to another location without informing NUSO as the Customer use of Service may be affected by Customer unauthorized location move(s). Customer shall bear the risk of any form of loss, theft, damage or destruction to the Equipment during the Term as specified in the initial Quotation for Service; Service Order Form Agreement and/or as specified in the NUSO Business Customer Terms & Conditions of Service and Use.
- C. Customer affirms and agrees that they 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. Customer acknowledges that NUSO may lease the Equipment from, or pledge any or all of its rights in the Equipment to any entity or other financing source (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 is strictly prohibited from encumbering in any way or granting any interest in the NUSO Equipment to any third party.
- D. Customer is solely responsible for fraudulent calls or any data transmitted utilizing the Equipment even if attributable to unauthorized use. Customer is solely responsible for use of its Equipment and any authorized or unauthorized calling or unauthorized maintenance, and NUSO shall have no liability thereof. Customer is solely responsible for payment of all long distance, toll and other communications charges incurred through use of the Equipment being provided hereunder, regardless of whether such use was intended or authorized by Customer. Customer shall defend, indemnify and hold harmless NUSO from and against all costs, expenses, claims or actions arising from fraudulent use of the Service and calls of any nature transmitted through and by use of the Equipment in conjunctions with the Service used by, on and of such Equipment. Customer shall not be excused from paying NUSO monthly rental payments on the basis of fraudulent use or calls. NUSO has the right but not the obligation to investigate the authenticity of Customer calls made using the Equipment and the Service.

## **6. Replacement of Equipment. (Maintenance Services)**

NUSO may provide routine diagnostic and maintenance services ("Maintenance Services") on the Equipment, at its sole discretion and in its sole discretion either choose to repair or replace non functioning/malfunctioning equipment versus to maintain or be obligated to perform ongoing maintenance on the Equipment. Unless provided however such maintenance is required to upgrade or enhance installed software and performance of the Services:

- A. Customer agrees that the Equipment will be used for business purposes only. Customer will keep the Equipment in good repair, condition and working order (except ordinary wear and tear) and will furnish all parts and servicing required to maintain same.
- B. Equipment supplies and maintenance are not part of this Agreement. Unless provided however Customer has determined to secure those services as specified on the initial Quotation for Service; Service Order Form. Customer has not right to modify, disassemble or attempt to repair the Equipment without NUSO prior written approval.

## **7. Return Policy**

When Customer is required to return any Equipment to NUSO for warranty service as applicable, Customer agrees to obtain NUSO authorization prior to sending any Equipment for repair or replacement to NUSO. Please call NUSO Customer Service at 1-844-438-6876 regarding an Equipment Return. Upon calling Customer Service, Customer will be required to provide information relating to the Equipment and the reason for the Equipment return. NUSO shall provide Customer with a Return Merchandise Authorization (RMA) number including mailing instructions on where



to send Customer return. Upon issuance of the RMA and mailing information Customer will then be required to send back the Equipment using the information in a secure mailer or box with proper packing materials to ensure the Equipment is not damaged during return shipping. In order to process a Customer return, The RMA number must be included in the return and must be clearly visible on any Customer returned Equipment and the Equipment must be returned to NUSO in the condition in which it was received. Additionally all Equipment accessories including package inserts, printed materials, cables and plugs must be included with the Equipment return.

- A. NUSO will return to the Customer any repaired or replaced Equipment at NUSO expense. In its sole discretion NUSO can provide Customer with certified, refurbished replacement Equipment which is the same or equivalent to the Equipment exchanged.

## **8. End of Term**

At the end of the Term of the initial Quotation for Service; Service Order Form Customer must either return the Equipment if they are no longer going to use the NUSO Services, or; if Customer is choosing to renew Service either keep the existing Equipment or upgrade the Equipment with the most current technology at current NUSO rates. Customer may also elect to purchase the Equipment at its then current fair market value.

## **9. NUSO Support**

- A. NUSO ability or the ability of NUSO affiliates to install the Equipment, complete installation of Equipment and/or maintain the Equipment ordered by Customer depends upon Customer's complete cooperation. Even when the Service is provisioned; if the Equipment is not installed and/or is not able to be properly maintained due to Customer scheduled changes or Customer unavailability and NUSO or its affiliates are unable to perform Customer installation or maintenance of Equipment, the Customer will incur monthly Service charges.
- B. Services Rates may apply for any remote or dispatch support of the Customer Equipment. Customer acknowledges and agrees to pay NUSO for any such charges if service is warranted due to Service deficiency caused by the Customer. Unless provided however the Customer participates in and is invoiced for a monthly maintenance (service) fee by NUSO. Additionally in the event maintenance is required on NUSO Equipment which may be caused by a damage and/or defect in the Equipment, NUSO may exercise the right, in its sole discretion to replace the defective Equipment.

## **10. Customer Premises**

Customer acknowledges and agrees that NUSO shall utilize Customer's existing cables and jacks unless otherwise agreed to by the parties. If NUSO or its affiliate is required to perform work on Customer's existing cables, cross connects, internal wiring or outlets and jacks in order to accommodate the Equipment ordered by Customer, Customer agrees to pay NUSO a time and materials cost at the rate of \$150.00 per hour.

## **11. Network Assessment & Review**

NUSO strongly recommends Customer request a network assessment in addition to specifications which may be provided on the customer initial Quotation for Service; Service Order Form prior to the deployment any VoIP calling Equipment and the applicable peripherals. Customer affirms and agrees that the quality of voice calls may be adversely impacted with improper installation of network infrastructure. Additionally in the event Customer elects to have; or not have a network assessment, Customer agrees that NUSO shall not be liable for any call or voice quality issues related to Customer use of Service.

## **12. WARRANTIES DISCLAIMER & NO WARRANTY**

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, NUSO DISCLAIMS AND ALSO EXCLUDES ALL REPRESENTATIONS, WARRANTIES, AND CONDITIONS BE THEY EXPRESS, IMPLIED OR STATUTORY, WITHOUT LIMITATION REPRESENTATIONS, WARRANTIES, ON OR OF CONDITIONS OF TITLE, NON-INFRINGEMENT, OPERABILITY AND SATISFACTORY CONDITION, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, WITH RESPECT TO ANY OF THE SERVICES, OR ANY AND OR ALL EQUIPMENT RENTED FROM NUSO. NUSO WARRANTS ONLY THAT ITS SERVICES SHALL BE PERFORMED IN A PROFESSIONAL AND WORKMANLIKE MANNER BY QUALIFIED INDIVIDUALS AND IN NO WAY GUARANTEES THE PERFORMANCE OF ITS AFFILIATES OR RELATED THIRD PARTIES IN ANY MANNER. IF SERVICES ARE NOT PERFORMED AS WARRANTED BY NUSO AND CUSTOMER NOTIFIES NUSO IN WRITING WITHIN 30 DAYS, CUSTOMER'S EXCLUSIVE REMEDY IS THAT NUSO WILL



RE-PERFORM THE NON-CONFORMING SERVICES. CUSTOMER'S SOLE AND EXCLUSIVE REMEDY WITH RESPECT TO THE EQUIPMENT RENTED UNDER THE NUSO BUSINESS CUSTOMER TERMS & CONDITIONS OF SERVICE AND USE THIS AGREEMENT AS INCORPORATED BY REFERENCE IS AS SET FORTH IN THE LIMITED WARRANTY, IF ANY, DELIVERED WITH THE EQUIPMENT FROM THE EQUIPMENT MANUFACTURER OR ANY REFURBISHED EQUIPMENT WHICH MAY OR MAY NOT HAVE A MANUFACTURER WARRANTY. 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 OF MERCHANTABILITY OR FITNESS OF USE FOR A PARTICULAR PURPOSE AND USE.

### **13. INDEMNITY**

CUSTOMER SHALL DEFEND, INDEMNIFY AND HOLD HARMLESS NUSO, ITS AFFILIATES AND RELATED THIRD PARTIES FROM AND AGAINST ALL CLAIMS FOR LOSSES IMPOSED ON, INCURRED BY OR ASSERTED AGAINST NUSO, INCLUDING BUT NOT LIMITED TO REASONABLE ATTORNEY'S FEES, FOR DAMAGES OR INJURIES CAUSED BY THE EQUIPMENT OR THE USE THEREOF.

### **14. LIMITATION OF LIABILITY**

IN NO EVENT SHALL NUSO, ITS OFFICERS, DIRECTORS, EMPLOYEES, AFFILIATES AND RELATED THIRD PARTIES BE RESPONSIBLE FOR ANY LOSSES OF BUSINESS OR INJURY CAUSED BY THE INSTALLATION OR USE OF THE EQUIPMENT AND SERVICE. IN NO EVENT SHALL NUSO, ITS OFFICERS, DIRECTORS, EMPLOYEES, AFFILIATES AND RELATED THIRD PARTIES BE LIABLE FOR INTERRUPTION OF CUSTOMER'S BUSINESS, LOSS OR DAMAGE TO CUSTOMER PROPERTY OR ANY OTHER LOSS, WITHOUT LIMITATION:

- A. LOSSES FOR LOSS OF REVENUE OR PROFITS;
- B. SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGES; AND
- C. DAMAGES FOR INJURY TO CUSTOMER EMPLOYEES, AGENTS, ANY THIRD PARTY OR ANY OTHER PERSONS LOCATED ON OR AT ON CUSTOMER PREMISES.

### **15. Changes**

NUSO reserves the right, in its sole discretion, to change these terms and conditions at any time. Any changes will be effective immediately. Please check back frequently for changes. You will be able to see that changes have been made by checking to see the effective date posted at the top of these Terms and Conditions. If we make any significant changes in our policies and procedures we will post a prominent notice on our website notifying you of the change and/or we may choose to email you directly (if you have opted to receive emails from us), by hard copy mail or any other means NUSO determines at its sole discretion. However your continued use of the Service thereafter constitutes your ongoing agreement to all such changes NUSO makes.

### **16. Contact**

Please feel free to contact NUSO at any time should you have any questions regarding these terms and conditions. You can call NUSO Customer Service at 1-844-438-6876, email NUSO at [serviceorders@nuso.cloud](mailto:serviceorders@nuso.cloud) or send us hard copy mail at the address of 6677 Delmar Blvd, Ste 300, University City, MO 63130.