



Powering Business Communications

Equipment Policy Statements

Licensed Equipment. If Equipment is licensed during the term of this Agreement and subject to the Terms and Conditions of this Agreement, O1 hereby grants to Customer a limited license to use the Licensed Equipment listed on the Services Order Form only in connection with the services ("Services") on the Services Order Form. This license is valid at the premises listed on the Locations page. If any use is inconsistent with this license, the license will lapse automatically.

Customers Responsibilities for Equipment, etc. You are solely responsible for all losses, damages, liabilities, claims, and expenses ("Losses") arising out of your use of Equipment and/or Services. "Your use" includes your users or any other person using Equipment and/or Services. You will hold harmless, defend and indemnify O1 from any Losses resulting from your use of Equipment and/or Services caused by you, your agents, employees, vendors, subcontractors, invitees, contractors, and affiliates. YOU AGREE TO USE EQUIPMENT WITH THE SERVICES AT THE LOCATION SPECIFIED ON THE SERVICES SHEET. YOU UNDERSTAND THAT IF YOU USE EQUIPMENT WITH ANY OTHER TELECOM PROVIDER OR AT ANY OTHER LOCATION, O1 WILL HAVE NO LIABILITY FOR SUCH USE. You acknowledge that use of Equipment and Services is subject to your continued compliance with this Agreement, and that your default in payment or other material obligations may, at O1's option, occasion repossession and removal of the Licensed Equipment and/or the disconnection and discontinuation of any Services. You hereby waive any additional notice thereof and agree that repossession of Licensed Equipment will not be a breach of the peace. You acknowledge O1's ownership of the Licensed Equipment and agree that you will do nothing inconsistent with O1's claim of title. You agree to cooperate with O1 in the return of the Licensed Equipment, if and when necessary.

Warranty on Third-Party Equipment. O1 will pass through to Customer warranties O1 receives from suppliers of Equipment licensed or sold under this Agreement listed on the Services Order Form. Customer should familiarize itself with these warranties. If O1's shipment, installation or configuration charges for replacement equipment are not covered by manufacturer's warranty, they are chargeable by O1.