



Copper Canyon Communications Lease Agreement

Updated March 18, 2024

Copper Canyon Communications' Lease Agreement ("Copper Canyon") ("Lease Agreement") is available to Customers who have entered into a written contract (Service Activation Form) for the purchase of Copper Canyon's Hosted Fax, Cloud-based PBX, VoIP or SIP Services with a minimum Initial Term of at least thirty-six (36) months. For clarification, the Agreement must be co-terminous with Copper Canyon's Service Activation Form for an Initial Term of at least thirty-six (36) months, and the Customer must enter into the Lease Agreement at the same time as the Start Date of the Service Activation Form. This Lease Program is offered and available to United States residents only. This Agreement, when entered into, will be governed by Copper Canyon's Service Activation Form.

Lease Services

This Agreement covers the use of Copper Canyon's telecom services and the lease of certain telecom hardware (each a "Lease Device") and will be collectively known as the "Services". Copper Canyon charges a Monthly Recurring Charge for this Service (collectively, the "MRC"). As a part of Customer's recurring bill from Copper Canyon, Customer agrees to pay the MRC for all Lease Devices using the same payment method and payment period as Customer's payments for Copper Canyon's Hosted Fax, Cloud-based PBX, VoIP or SIP Services. If applicable, Copper Canyon will pro-rate the MRC for any equipment that is leased, for the initial period from the start of the Lease period until the end of the then-current billing period for Copper Canyon's Services. The Lease start date will begin on the date a Lease Device is either installed by a member of the Copper Canyon technical team, upon activation of the system, or in plug-n-play cases, when recorded as delivered by a designated courier.

The Services with respect to a Lease Device shall commence on the Lease Start Date and terminate upon the earliest to occur of:

- (a) either Party delivers written notice of termination of this Agreement to the other Party at least thirty (30) days prior to the applicable termination date (with such termination date being at the end of the billing period in which the end of such 30-day period occurs), or
- (b) the termination of the Service Activation Form.

Notwithstanding the above, at any time within thirty (30) days after the Start Date, Customer may terminate the Lease Agreement with respect to a Lease Device immediately upon written notice from Customer to Copper Canyon, without paying any Lease Fees for such Lease Device.

If Customer wishes to upgrade a Lease Device, the replacement of the current Lease Device shall be deemed a termination of the Services with respect to the current Lease Device and be subject to the termination provisions hereof, including the return or purchase provisions for the Lease Device set forth in the Return or Purchase Rights section of this Lease Agreement; provided that the Services for the current Lease Device shall be deemed to terminate, and the Services of the replacement Lease Device shall commence, on the date the replacement Lease Device is either installed by a member of Copper Canyon, upon activation or upgrade of the system, or in certain cases recorded as delivered by a designated courier.

The MRC for the leased Services does not include additional services Customer may be liable for, taxes, fees, international usage, and other additional services. Sales tax varies by jurisdiction of purchase or Lease and may be calculated based on full retail price or Copper Canyon cost price, as determined by the tax laws in the jurisdiction of purchase or Lease.

If Customer decides to upgrade their devices, they will be sent the new devices upon ratification of a new Service Activation Form. If the Customer does not return the old Lease Device (subject to Copper Canyon's inspection and acceptance of the returned Lease Device in its reasonable discretion) within thirty (30) days following the acceptance of the new Lease Services for such Lease Device, Customer will be deemed to have purchased the previous device at a purchase price equal to the then-current list price as shown on Copper Canyon's website.

Upon conclusion of the Lease Agreement, should Customer wish to continue with our Services after the terms of the initial agreement have been fulfilled, the Customer then has the ability to continue the Service on a month-to-month basis and keep their current telecom equipment, or upgrade the existing devices and enter into a new Agreement regarding those items. If the Customer does not wish to continue the Service, Customer can keep the devices currently in their possession (including all Copper Canyon accessories and materials that were provided with the primary hardware device) consistent with Copper Canyon's written instructions and in accordance with the Return or Purchase Rights section of this Lease Agreement, and that Lease Device will no longer be considered a Lease Device upon the completion of the Lease Agreement, but rather, the Customer's property.

Lease Devices Ownership; Damage and Loss

Copper Canyon is (and will remain) the owner of each Lease Device unless title is conveyed to Customer in writing following Copper Canyon's confirmation to Customer of its receipt of Customer's payment in full of the purchase price for the Lease Device. If both parties agree upon a Rent-to-Own payment plan in the Service Activation Form, then Copper Canyon will

remain the owner of each Lease Device until the Rent-to-Own program terms have been fulfilled.

Customer will not grant any third party any right to use, possess, or control any Lease Device, sublease any Lease Device, attempt to dispose of any Lease Device, grant any interest or right in a Lease Device to any third party, or otherwise do anything that undermines Copper Canyon's ownership. Copper Canyon may, without notifying Customer, assign its interest in any Lease Device, and in that event, Copper Canyon's assignee will have all of Copper Canyon's rights under this Agreement, but none of its obligations. Customer agrees not to assert claims, offsets, or defenses against Copper Canyon's assignee.

Upon receipt, Customer must inspect each Lease Device and report issues within five business days. After that time, the device is deemed in good working order. If any Lease Device is lost, stolen, damaged, or transferred, Customer must notify Copper Canyon immediately and pay the full current list price for the device (unless damage is covered by manufacturer's warranty).

Replacement Policy

Copper Canyon's Lease Program covers part replacement or refurbishment for mechanical defects and normal wear and tear. Replacement Lease Devices are preprogrammed and shipped to the Customer's business location. The defective device must be returned within 10 days using the provided courier label. Failure to return the device results in a charge equal to the full list price.

This coverage excludes Acts of God (floods, storms, lightning), fire, misuse, liquid damage, and non-covered accessories like batteries, headsets, cameras, and wall mounts. For incidents within 12 months of the lease start, Copper Canyon may contact the manufacturer on a case-by-case basis for potential warranty replacement.

Lease Device Usage

Customer agrees to:

- Use each Lease Device properly and per Copper Canyon or manufacturer instructions.
- Not deface, modify, or violate any laws in use of the Lease Devices.
- Keep devices within the U.S.
- Not remove regulatory or certification labels.

- Only repair devices with written authorization from Copper Canyon.
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Return or Purchase Rights

Returns:

Customer must return fully functional Lease Devices with all accessories and packaging. Incomplete or damaged returns may incur a \$30 fee per item. Returns must be made at Customer's expense. If not returned as agreed, a \$35 restocking fee applies.

Before returning devices, Customers should back up any data. Copper Canyon is not liable for data loss upon return.

Purchases:

Devices may be purchased after 12 months for 80% of the then-current list price on Copper Canyon's website.

Remedies:

If a device is not returned or payment for it is not made, Copper Canyon may repossess devices without notice, and Customer waives any resulting damages.

Warranty Disclaimer

ALL LEASE DEVICES ARE PROVIDED "AS IS" AND "AS AVAILABLE." Copper Canyon DISCLAIMS ALL WARRANTIES, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. CUSTOMER BEARS ALL RISKS. SOME JURISDICTIONS MAY NOT ALLOW WARRANTY DISCLAIMERS—IF SO, THE MINIMUM LEGAL WARRANTY APPLIES.

General Terms

Customer authorizes Copper Canyon to collect any owed payments via the payment method specified in the Service Activation Form. This form is the complete agreement and is binding upon execution. Copper Canyon may update the Lease Agreement terms, and the version in effect at the start of the Lease will govern that device. This program is available to U.S. residents only and requires a minimum 36-month Service Commitment Period.