

Allied Provided Voice Equipment Policy



This Allied Telecom Group, LLC Provided Equipment Policy (the "APVE Policy") for Allied Telecom Group, LLC ("Allied") provided voice equipment is an integral part of your Service Agreement with Allied. Allied reserves the right to modify the Policy at any time, effective upon posting at <https://www.alliedtelecom.net/allied-provided-voice-equipment-policy>. Capitalized terms used but not defined herein will have the same meaning given them in the Service Agreement.

During the term of the Service Agreement, including any renewal or extension thereof, the following provisions apply to the voice equipment provided by Allied:

1. **Early Termination Liability:** If the Service Agreement or any Service Order Form are terminated, the Early Termination Liability defined at Section 3(b) of the Service Agreement will be assessed. Under no circumstances will this provision be modified or waived.
2. **Equipment:** As defined in Section 1 of the Service Agreement, "Equipment" means voice and/or data equipment at Customer's location(s) that is directly provided and maintained, see Section 2(m) of the Service Agreement, by Allied and used in conjunction with the Service. The Equipment will at all times be located at the location stated in the Service Order, and will not be removed therefrom, without prior written consent of Allied, which shall not be unreasonably withheld. Customer will not use the Equipment for any purpose other than which it was designed and in accordance with the manufacturer's specification. Customer will keep and maintain the Equipment free and clear of all liens, charges and encumbrances; as title to the Equipment shall at all times remain with Allied or its designee.
3. **Insurance:** Insurance must be maintained in accordance with Section 2(m) of the Service Agreement.
4. **Maintenance & Repairs:** Until the Equipment is redelivered in accordance with the provisions of Return at Termination, defined below, Customer shall be liable for the prompt repair of the Equipment at its sole expense or full replacement for physical damage, loss, disaster, or Force Majeure events.



5. **Remedies & Repossession:** Upon the occurrence of an event of default or uncured breach of the terms of the Service Agreement by Customer, Allied at any time thereafter may take immediate possession of any or all of the Equipment; wherever situated, and for such purpose enter upon any premises without liability for so doing or requirement to post bond in any legal proceeding. In addition, Allied will also prevail itself of any termination of other provisions of the Service Agreement. The Equipment remains the personal property of Allied and may be removed at any time, without notice, after early termination of the Service Agreement and/or any Service Order. The Equipment is removable from and is not essential to the premises at which the Equipment is located.

6. **Return at Termination:** Upon termination of the Service Agreement or any Service Order, Customer, at its sole expense, shall return the Equipment, together with manufacturer's certificate of authenticity, if provided, to Allied, or to such other location within the Continental U.S. designated by Allied, in good condition and repair excepting only reasonable wear and tear, and eligible for a manufacturer's standard, full service maintenance contract. If the Equipment returned is not so eligible, Customer shall reimburse Allied for the cost of qualifying the Equipment for such maintenance contract eligibility. Customer shall pack the Equipment to be so returned in accordance with the manufacturer's guidelines.

Use of any Allied Telecom Group, LLC Provided Equipment constitutes full and unconditional acceptance of the conditions outlined in this APVE Policy.