



VOIP DEVICE LEASE & ACCIDENTAL PROTECTION PLAN TERMS AND CONDITIONS

Blackfoot Communications' VoIP Device Lease Program (the "Lease Service") and the optional BCC Device Protection Plan (the "Accidental Protection Plan," and together, the "Services") are provided to the customer ("Customer") by Blackfoot Communications ("Blackfoot Communications") (collectively, the "Parties") pursuant to: (a) Customer's signed Service Order, (b) the Master Service Agreement ("MSA") incorporated therein, and (c) these VoIP Device Lease & Optional Accidental Protection Plan Terms and Conditions ("Terms"). In the event of a conflict between the Service Order, the MSA, and these Terms, the documents shall govern in the following order of precedence: (1) Service Order, (2) these Terms, and (3) the MSA, unless expressly stated otherwise.

IMPORTANT

The VoIP Device Lease Program provides Included Lease Equipment exclusively for use with Blackfoot's BCC (Business Cloud Communications) Service. The Accidental Protection Plan is an optional add-on available only to Customers leasing Included Lease Equipment under an Active Contract. Blackfoot retains ownership of all Included Lease Equipment. Customer receives only a limited right of use during the applicable contract term.

1. OVERVIEW

1.1 Purpose

These Terms describe Blackfoot Communications' VoIP Device Lease Program (the "Lease Service") and the optional BCC Device Protection Plan (the "Accidental Protection Plan," and together, the "Services").

1.2 Scope

These Terms apply to Customer's use of the Lease Service and any Accidental Protection Plan selected by Customer, as provided pursuant to: (a) Customer's signed Service Order, (b) the Master Service Agreement ("MSA") incorporated therein, and (c) these Terms.

1.3 Ownership and Use of Included Lease Equipment

Under the Lease Service, Blackfoot provides certain VoIP desk phones and related hardware (the "Included Lease Equipment") for Customer's use with Blackfoot's Business Cloud Communications (BCC) service during the applicable contract term. Blackfoot retains ownership of all Included Lease Equipment; Customer receives only a limited right to use the Included Lease Equipment in accordance with these Terms, the applicable Service Order, and the MSA.

1.4 Manufacturer Defects and Warranty/Lease Coverage

Manufacturer defects may be addressed under the manufacturer's limited warranty and, after warranty expiration, under the Lease Service as further described in these Terms.



1.5 Accidental Protection Plan (Optional)

The Accidental Protection Plan is optional and, if selected, provides additional coverage for certain accidental or customer-caused damage, subject to eligibility requirements, replacement limits, exclusions, and return obligations.

1.6 Returns and Replacement Charges

If Customer does not maintain an active Accidental Protection Plan, Customer may be responsible for replacement and related charges if Included Lease Equipment is lost, stolen, destroyed, or damaged beyond normal wear. Upon expiration or termination of service, Customer must return Included Lease Equipment as stated in these Terms, and unreturned equipment may be billed at full replacement cost. Where the Customer does not maintain an active Accidental Protection Plan, Customer authorizes Blackfoot to invoice and/or charge Customer's account for any applicable replacement costs, fees, or charges arising under these Terms.

2. DEFINITIONS

For purposes of these Device Lease Terms, the following definitions apply:

2.1 "Included Lease Equipment" – Desk phones or related VoIP hardware provided at no monthly charge for use with Blackfoot's BCC Service.

2.2 "Active Contract" – A Customer contract with Blackfoot that is currently in effect under a 36-month, 60-month, or month to month service term.

2.3 "Accidental Protection Plan" – A monthly add-on coverage option providing enhanced device protection, available only while Customer maintains active Accidental Protection Plan payments and an Active Contract.

2.4 "Service Order" – The executed document (physical or electronic) specifying Customer's selected services, contract term, and equipment details.

2.5 "Term" – The duration of Customer's contract for BCC services as reflected on the Service Order.

3. SERVICE DESCRIPTION

The Service provides Customer with Included Lease Equipment—typically business desk phones or related VoIP hardware—at a designated charge based on the type of equipment solely for use with Blackfoot's BCC platform. Additional device protection is available through optional Accidental Protection Plans.

3.1 Included Features

The Service includes:

3.1.1 Provision of Included Lease Equipment as reflected on Customer's executed Service Order.

3.1.2 Access to optional Protection Plan coverage.

3.1.3 Standard manufacturer warranty replacement (see §6.0).

3.2 Exclusions

The Service does **not** include on-site installation unless separately stated on the Service Order.

4. CUSTOMER RESPONSIBILITIES

4.1 General Responsibilities

Customer shall:

4.1.1 Maintain Included Lease Equipment in good working order.

4.1.2 Safeguard devices from damage, theft, loss, misuse, or unauthorized alterations.

4.1.3 Ensure equipment is used only at the authorized service location unless otherwise approved in writing. Use of equipment in an unauthorized service location without approval may result in immediate suspension of Services and/or billing for replacement cost.

4.1.4 Return equipment upon replacement or termination as required under these Device Lease Terms.

4.1.5 Unauthorized repair, modification, relocation, or misuse may void warranty coverage or Accidental Protection Plan benefits.

5. LOST, STOLEN, OR DAMAGED EQUIPMENT (WITHOUT ACCIDENTAL PROTECTION PLAN)

5.1 Charges Without Protection Plan

If Customer does **not** maintain an active Accidental Protection Plan and Included Lease Equipment is lost, stolen, destroyed, or damaged beyond normal wear, Customer will be billed: "Normal wear" refers to cosmetic or functional degradation that occurs through ordinary use and does not impair device operation. Cracks, liquid or foreign substance exposure, electrical damage, or physical breakage are not considered normal wear as determined by Blackfoot in its commercially reasonable discretion.

5.1.1 Replacement Cost – Full replacement value based on current or equivalent model.

5.1.2 Current shipping charges

5.1.3 Configuration services

5.1.4 Optional installation charges as required to restore the replacement device to working order.

5.1.5 Customer must return damaged equipment when applicable. Failure to return equipment results in a **full device replacement fee**.

6. STANDARD WARRANTY & LEASE DEFECT COVERAGE

Coverage determinations for manufacturer defects, lease defect coverage, or protection plan claims are based on inspection and testing, and assessment performed by Blackfoot or its authorized agents. Blackfoot Communications may require return of equipment for evaluation prior to approving replacement.



Blackfoot or its authorized agents will make reasonable business judgements based on the inspection and diagnostic testing.

6.1 Manufacturer Warranty (Initial 12 Months)

6.1.1 Manufacturer defects are covered for the initial twelve (12) months from the date Customer's BCC contract becomes active, consistent with the applicable manufacturer's limited hardware warranty.

6.1.2 For HP or other third-party devices, the manufacturer's written limited warranty—its duration, scope, exclusions, and remedies—controls in the event of any conflict.

6.1.3 During the applicable manufacturer warranty period, Blackfoot will repair or replace defective Included Lease Equipment at no charge.

6.1.4 Replacement devices may be new or refurbished. All replaced hardware becomes the property of Blackfoot or the manufacturer.

6.1.5 Standard warranty replacement includes provisioning but excludes installation or onsite support.

6.2 Post-Warranty Manufacturer Defects Under Lease

6.2.1 After expiration of the manufacturer's limited warranty period, manufacturer defects in Included Lease Equipment are covered under the VoIP Device Lease for the duration of the Active Contract.

6.2.2 Blackfoot will, at its commercially reasonable discretion, repair or replace defective Included Lease Equipment with a new or refurbished device of the same or functionally equivalent model at no additional equipment charge, including standard ground shipping.

6.2.3 Replacement under this section applies solely to manufacturer defects and does not include accidental damage, misuse, neglect, unauthorized modification, environmental damage, cosmetic damage, or loss.

6.2.4 Replacement devices are subject to availability and lifecycle changes pursuant to §11.

6.2.5 All replaced equipment must be returned in accordance with §10.

6.3 Coverage Clarification

6.3.1 Manufacturer warranty coverage, lease defect coverage, and optional Accidental Protection Plan coverage are separate and mutually exclusive. Accidental damage, customer-caused damage, environmental damage, loss, or theft is not covered under manufacturer warranty or lease defect coverage and is covered only if Customer maintains an active Accidental Protection Plan at the time of the incident.

6.4 Clarification of Non-Defect Damage

6.4.1 Any damage or failure not attributable to a manufacturer defect requires an active Accidental Protection Plan or will be billed at full replacement cost pursuant to §5.

7. OPTIONAL ACCIDENTAL PROTECTION PLAN COVERAGE OVERVIEW

All replacement requests are subject to review and approval by Blackfoot, in its reasonable business judgement, in accordance with these Terms. Customer acknowledges that the Accidental Protection Plan is not an insurance product and does not provide indemnity or reimbursement for loss; coverage is limited strictly to device replacement under these terms and does not provide for unlimited replacements. Replacement limits apply per device and are strictly enforced as stated in these Terms.

The Accidental Protection Plan provides optional coverage for accidental damage and customer-caused damage to Included Lease Equipment. The Accidental Protection Plan does not extend, replace, or modify manufacturer defect coverage or Lease defect coverage as described in §6. Coverage is active only while Customer maintains active monthly Accidental Protection Plan payments and an Active Contract with Blackfoot.

7.1 Covered Incidents

7.1.1 Accidental physical damage caused by external events, including drops, liquid spills, or impact damage that results in loss of device functionality.

7.1.2 Damage resulting from Customer use, handling, accidental events, or environmental conditions not attributable to a manufacturer defect.

7.2 Replacement Rules

7.2.1 [Limits apply on a per-device basis and are](#) limited to one (1) covered replacement per device during any rolling twelve (12) month period measured from the date of the most recent approved replacement claim as determined and tracked by Blackfoot in its commercially reasonable records and systems.

7.2.2 Replacement device may be same model or comparable equivalent

7.3 Exclusions

Accidental Protection Plans do **not** cover:

7.3.1 Intentional damage

7.3.2 Fire, flood, or natural disaster

7.3.3 Devices opened or modified by Customer

7.3.4 Cosmetic damage not affecting operation

7.3.5 Altered or mismatched serial numbers

7.3.6 Improper maintenance or unsupported usage conditions

7.3.7 Nonapproved accessories or power supplies

7.3.8 Loss or damage during Customer arranged shipping

7.3.9 Failures attributable to manufacturer defects (see §6).

7.4 Customer Obligations

- 7.4.1 All damaged devices must be returned.
- 7.4.2 Failure to return equipment results in a **full device replacement fee**.

8. OPTIONAL ACCIDENTAL PROTECTION PLAN – BENEFITS, REQUIREMENTS & ELIGIBILITY

This optional plan provides predictable coverage for accidental and customer-caused damage to Included Lease Equipment.

8.1 Benefits

8.1.1 Device replacement for covered accidental damage or customer-caused damage.

8.1.2 Free provisioning and configuration for replacement devices.

8.1.3 Replacement devices will be shipped to Customer within 48 hours, subject to commercially reasonable processing timelines, following confirmation and approval of a valid replacement request, excluding weekends and holidays which constitutes Customer's sole and exclusive remedy for any delay. This guarantee applies only to the Provider's handling and shipment; transit times and delivery delays by carriers are excluded. Blackfoot is not responsible for delays caused by force majeure events, supply chain shortages, carrier failures/interruptions, manufacturer end of life, or other circumstances beyond its reasonable control.

8.1.4 Free accessory replacements (cables, stands, power bricks)

8.1.5 Free remote support for replacement phone activation

8.1.6 Free reprovisioning due to moves or desk changes

8.2 Enrollment Requirement

8.3 Service Delivery

8.3.1 All Protection Plan services are delivered **remotely**.

8.3.2 Any onsite services are billable at Blackfoot's current hourly rates.

8.4 Eligibility

Coverage immediately terminates if (see §7 for Accidental Protection Plan coverage requirements):

9. RELOCATION RULES

9.1 Included Lease Equipment may not be moved to another address without Blackfoot's prior written authorization.

9.2 Unauthorized relocation may void coverage.

10. RETURN REQUIREMENTS

10.1 Blackfoot Communications will provide reasonable instructions for return, including packaging and shipping details, to facilitate timely and secure equipment return.



10.2 Upon expiration or termination of service, Customer must return all Included Lease Equipment within **ten (10) business days** of termination or replacement shipment, as evidenced by carrier acceptance. Equipment not received within such period may be invoiced at full replacement cost.

10.3 Unreturned, modified, or damaged equipment, as determined by Blackfoot upon inspection in its commercially reasonable discretion, will be billed at full replacement cost unless covered by an active Accidental Protection Plan (see §8.4 for eligibility requirements).

11. SUBSTITUTIONS & LIFECYCLE CHANGES

11.1 Blackfoot may substitute Included Lease Equipment with comparable or functionally equivalent models, reasonable business judgement, as necessary due to lifecycle changes, product discontinuation, or availability. Any substituted equipment will provide substantially similar functionality and use, through cosmetic appearance or specific features may vary due to manufacturer availability.

12. LIMITATION OF LIABILITY

12.1 IN NO EVENT SHALL BLACKFOOT BE LIABLE FOR INDIRECT, INCIDENTAL, CONSEQUENTIAL, OR SPECIAL DAMAGES, INCLUDING LOSS OF BUSINESS, REVENUE, OR DATA.

13. DISCLAIMER OF WARRANTIES

12.1 EXCEPT AS EXPRESSLY PROVIDED HEREIN, INCLUDED LEASE EQUIPMENT IS PROVIDED "AS IS" AND BLACKFOOT DISCLAIMS ALL IMPLIED WARRANTIES.