



**SERVICE ADDENDUM TO TELE-DATA SOLUTIONS, LLC, D/B/A TELE CLOUD
EQUIPMENT RENTAL AGREEMENT**

Customer Full Legal Name: _____			
Address _____	City _____	State _____	Zip _____

TERMS AND CONDITIONS – PLEASE READ CAREFULLY BEFORE SIGNING

Quantity	Type, Make, Model Number of Equipment Provided	Serial # (to be inserted by Tele Cloud after delivery to and acceptance by Customer)

See attached schedule for additional equipment.

EQUIPMENT LOCATION (if other than above)			
Address _____	City _____	State _____	Zip _____

THE MONTHLY RENTAL PAYMENT SHALL BE \$ _____

RENTAL PERIOD (see Section 3 below) MONTH-TO-MONTH EIGHTEEN (18) MONTHS THIRTY-SIX (36) MONTHS

1. EQUIPMENT RENTAL AGREEMENT (“Agreement”). For and in consideration of the monthly lease payments shown above, Tele Cloud (as lessor) agrees to lease to Customer (as lessee) the equipment described above (“Equipment”). This Agreement contains the entire arrangement between Tele Cloud and Customer regarding the subject matter hereof. No modifications of this Agreement shall be effective unless in writing and signed by the parties.

2. ADDITIONAL TERMS AND CONDITIONS. This Agreement shall consist of: (a) this page; (b) each other page; and (c) the Terms and Conditions (the “Online Terms”) which may be found at _____. The Online Terms are specifically incorporated into this Agreement by reference as if copied verbatim herein. The Online Terms may be modified from time to time in Tele Cloud’s sole discretion, and no such modification shall nullify the effectiveness of this Agreement.

3. TERM. The initial term (“Initial Term”) of this Agreement shall be the Rental Period set forth above. This Agreement will automatically renew for successive one-month renewal terms (each, a “Renewal Term”) unless Customer provides Tele Cloud with written notice that Customer does not want to renew the Agreement at least ten (10) days before the end of the Initial Term or the Renewal Term then in effect. In the event Customer rents additional Equipment: (a) such Equipment shall become subject to the terms and conditions of this Agreement; and (b) this Agreement shall be automatically extended until the expiration of the rental period selected for such additional Equipment (“Additional Equipment Extension”). The Initial Term, each applicable Renewal Term and each applicable Additional Equipment Extension shall comprise and shall hereinafter be referred to collectively as the “Term”. **EXAMPLE:** Customer signs an Agreement covering 15 phones with an 18-month Initial Term. At month 10, Customer adds 5 phones with an 18-month Additional Equipment Extension. In that event, the Term of the Agreement (covering the 15 original phones and the 5 additional phones) shall be 28 months.

4. DELIVERY AND ACCEPTANCE. Acceptance of the Equipment shall be deemed to have occurred upon delivery. When Customer receives the Equipment, Customer agrees to inspect it and verify by telephone or in writing any information Tele Cloud requires. Customer hereby authorize Tele Cloud to either insert or correct the Agreement number, serial numbers, model numbers, beginning date, signature date, and Customer’s name. Once customer signs this Agreement and Tele Cloud accepts it, this Agreement will be binding and non-cancelable for the full Term.

5. FINANCE LEASE; GRANT OF SECURITY INTEREST. THIS AGREEMENT SHALL IN ALL CASES BE DEEMED TO BE A “FINANCE LEASE” AS SUCH TERM IS DEFINED AND USED IN THE UNIFORM COMMERCIAL CODE AS ADOPTED IN NEW JERSEY. THIS AGREEMENT MAY NOT BE AMENDED EXCEPT BY A WRITING SIGNED BY BOTH PARTIES. CUSTOMER WAIVES ANY AND ALL RIGHTS AND REMEDIES CUSTOMER MAY HAVE UNDER THE NEW JERSEY UCC, INCLUDING ANY RIGHT TO: (A) CANCEL THIS AGREEMENT; (B) REJECT TENDER OF THE EQUIPMENT; (C) REVOKE ACCEPTANCE OF THE EQUIPMENT; (D) RECOVER DAMAGES FOR ANY BREACH OF WARRANTY; AND (E) MAKE DEDUCTIONS OR SET-OFFS, FOR ANY REASON, FROM AMOUNTS DUE TO TELECLOUD UNDER THIS AGREEMENT. IF ANY PART OF THIS AGREEMENT IS INCONSISTENT WITH THE NEW JERSEY UCC, THE TERMS OF THIS AGREEMENT WILL GOVERN. CUSTOMER HEREBY GRANTS A SECURITY INTEREST IN THE EQUIPMENT TO TELE CLOUD TO SECURE PAYMENT OF THE MONTHLY LEASE PAYMENTS HEREUNDER AND RETURN OF THE EQUIPMENT AT THE EXPIRATION OF THE TERM OR UPON EARLIER TERMINATION HEREOF. CUSTOMER HEREBY AUTHORIZES TELE CLOUD TO SIGN ON CUSTOMER’S BEHALF AND FILE AT ANY TIME ANY DOCUMENTS REQUIRED TO PERFECT THE SECURITY INTEREST GRANTED HEREIN, INCLUDING BUT NOT LIMITED TO A FORM UCC-1 FINANCING STATEMENT.

6. GOVERNING LAW; JURISDICTION; VENUE. This Agreement was made in the state of New Jersey and is to be performed in the state of New Jersey. This Agreement will in all respects be interpreted and governed by the laws of the state of New Jersey. Customer agrees that jurisdiction and venue with respect to any dispute hereunder shall be in federal and state courts (as applicable) in Union, New Jersey.

7. ADDITIONAL PAGES; ONLINE TERMS. BY SIGNING THIS PAGE, CUSTOMER ACKNOWLEDGES THAT CUSTOMER HAS RECEIVED AND READ EACH OTHER PAGE OF THIS AGREEMENT AS WELL AS THE ONLINE TERMS & CONDITIONS, ALL OF WHICH ARE INCORPORATED HEREIN BY REFERENCE.

8. COUNTERPARTS. This Agreement may be executed in any number of counterparts (including but not limited to counterparts exchanged via facsimile or email), each of which shall be deemed an original and all which together shall constitute one and the same instrument.

THIS AGREEMENT CONSISTS OF THE TERMS AND CONDITIONS PRINTED ON THIS PAGE, ON EACH SUBSEQUENT PAGE AND IN THE ONLINE TERMS & CONDITIONS, ALL OF WHICH ARE INCORPORATED HEREIN BY REFERENCE. THIS AGREEMENT IS NOT BINDING UNTIL SIGNED BELOW BY A DULY AUTHORIZED REPRESENTATIVE OF TELE CLOUD. CUSTOMER CERTIFIES ALL ACTIONS REQUIRED TO AUTHORIZE CUSTOMER’S EXECUTION OF THIS AGREEMENT HAVE BEEN FULFILLED.

Tele Cloud:	Customer: (as stated above)
By: _____ Date Accepted: _____	By: _____ Date Accepted: _____
Signature	Signature
Title: _____	Title: _____