



IT Equipment Financing, LLC
10430 Gulfdale Street
San Antonio, TX 78216
1-210-225-5427

Total Cloud VoIP Contracts

CUSTOMER

FULL LEGAL NAME: _____

ADDRESS: _____

VENDOR

INNOVATIVE COMMUNICATIONS SYSTEMS, INC.

EQUIPMENT AND PAYMENT TERMS

TYPE, MAKE, MODEL NUMBER, SERIAL NO. & INCLUDED ACCESSORIES X SEE ATTACHED SCHEDULE A

EQUIPMENT LOCATION: _____

TERM IN MONTHS: _____ SECURITY DEPOSIT \$ _____

MONTHLY PAYMENT AMOUNT (INCLUDES VENDOR CLOUD SERVICES FEES): \$ _____ (plus applicable taxes)

ADDITIONAL TERMS AND CONDITIONS

AGREEMENT. You want us to pay Vendor for the equipment referenced herein (“Equipment”) and you agree to pay the amounts payable under the terms of this “Agreement” (“Agreement”) each month by the due date. This Agreement will begin on the date the Equipment is delivered to you or any later date we designate. We may charge you a reasonable fee to cover documentation and investigation costs. If any amount payable to us is not paid when due, you will pay a late charge equal to the greater of: 1) ten (10) cents for each dollar overdue or twenty-six dollars (\$26.00); or 2) the highest lawful charge, if less. Any security deposit will be commingled with our assets, will not earn interest, and will be returned at the end of the term, provided you are not in default. All payments due hereunder shall be remitted to us at the address provided above. We will ensure all fees due to Vendor under your Masters Services Agreement with Vendor are posted to your account with Vendor within one (1) business day of our receipt of your payment.

NET AGREEMENT. THIS AGREEMENT IS NON-CANCELLABLE FOR THE ENTIRE AGREEMENT TERM. YOU UNDERSTAND WE ARE PAYING FOR THE EQUIPMENT BASED ON YOUR UNCONDITIONAL ACCEPTANCE OF IT AND YOUR PROMISE TO PAY US UNDER THE TERMS OF THIS AGREEMENT, WITHOUT SET-OFF FOR ANY REASON, EVEN IF THE EQUIPMENT DOES NOT WORK OR IS DAMAGED, EVEN IF IT IS NOT YOUR FAULT.

EQUIPMENT USE. You will keep the Equipment in good working order, use it for business purposes only, and not modify or move it from its initial location without our consent. You must resolve any disputes you may have concerning the Equipment with the manufacturer or Vendor.

SOFTWARE/DATA. Except as provided in this paragraph, references to “Equipment” include any software referenced above or installed on the Equipment. We do not own the software and cannot transfer any interest in it to you. We are not responsible for the software or the obligations of you or the licensor under any license agreement. You are solely responsible for protecting and removing any confidential data/images stored on the Equipment prior to its return for any reason.

NO WARRANTY. WE MAKE NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. YOU HAVE ACCEPTED THE EQUIPMENT “AS-IS”. YOU CHOSE THE EQUIPMENT, THE VENDOR AND ANY/ALL SERVICE PROVIDER(S) BASED ON YOUR JUDGMENT. YOU MAY CONTACT YOUR VENDOR FOR A STATEMENT OF THE WARRANTIES, IF ANY, THAT THE MANUFACTURER OR VENDOR IS PROVIDING.



IT Equipment Financing, LLC
10430 Gulfdale Street
San Antonio, TX 78216
1-210-225-5427

ASSIGNMENT. You may not sell, assign or sublease the Equipment or this Agreement without our written consent. We may sell or assign this Agreement or our rights in the Equipment, in whole or in part, to a third party without notice to you. You agree that if we do so, the assignee will have our rights but will not be subject to any claim, defense, or set-off assertable by you against us or anyone else.

LAW/FORUM. This Agreement and any claim related to this Agreement will be governed by Texas law. Any dispute will be adjudicated in a state or federal court located in Bexar County, Texas. You consent to personal jurisdiction and venue in such courts and waive transfer of venue. Each party waives any right to a jury trial.

LOSS OR DAMAGE. You are responsible for any damage to or loss of the Equipment. No such loss or damage will relieve you from your payment obligations hereunder. We are not responsible for, and you will indemnify us against, any claims, losses or damages, including attorney fees, in any way relating to the Equipment. In no event will we be liable for any consequential or indirect damages.

INSURANCE. You agree to maintain comprehensive liability insurance acceptable to us. You also agree to: 1) keep the Equipment fully insured against loss at its replacement cost, with us named as loss payee; and 2) provide proof of insurance satisfactory to us no later than 30 days following the commencement of this Agreement, and thereafter upon our written request. If you fail to maintain property loss insurance satisfactory to us and/or you fail to timely provide proof of such insurance, we have the option, but not the obligation, to secure property loss insurance on the Equipment from a carrier of our choosing in such forms and amounts as we deem reasonable to protect our interests. If we secure insurance on the Equipment, we will not name you as an insured party, your interests may not be fully protected, and you will reimburse us for the premium which may be higher than the premium you would pay if you obtained insurance, and which may result in a profit to us through an investment in reinsurance. If you are current in all of your obligations under the Agreement at the time of loss, any insurance proceeds received will be applied, at our option, to repair or replace the Equipment, or to pay the remaining payments due or to become due under this Agreement, plus our booked residual.

TAXES. We will prepare, file, bill, collect and pay all property taxes and fees relating to the Equipment and this Agreement for you. For providing this service, you agree to pay us, in addition to the amount of taxes and fees you owe on the Equipment, an annual fee equal to the greater of (i) \$250.00 or (ii) two and one-half percent (2 ½%) of the original cash value of the Equipment within ten (10) days of receipt of our invoice therefor.

OWNERSHIP. You acknowledge that we own the Equipment until such time after the expiration of the Term, if any, that you elect to purchase the Equipment from us at its then fair market value. Until such purchase by you, your rights to use and enjoy the Equipment are as a lessee pursuant to the terms of this Agreement.

DEFAULT AND REMEDIES. If you do not pay any sum within 15 days after its due date, or if you breach any other term of this Agreement or any other agreement with us, you will be in default, and we may require that you return the Equipment to us at your expense and pay us: 1) all past due amounts and 2) all remaining payments for the unexpired term, plus our booked residual. We may also use all other legal remedies available to us, including disabling or repossessing the Equipment. You agree to pay all our costs and expenses, including reasonable attorney fees, incurred in enforcing this Agreement. You also agree to pay the interest on all past due amounts, from the due date thereof, at 1.5% per month.

UCC. You agree that this Agreement is (and or shall be treated as) an "Operating Lease" as that term is defined in Article 2A of the Uniform Commercial Code ("UCC"). You agree to forgo the rights and remedies provided under section 2A-303 and 2A-507 through 522 of Article 2A of the UCC.

COLLATERAL ASSIGNMENT. We have collaterally assigned this Agreement and our rights under this Agreement to The Bank of San Antonio ("Bank"), and granted the Bank a security interest in this Agreement and our rights hereunder, as security for debts we now or later may owe the Bank. Until you are notified by the Bank, payment under this Agreement should be made to us. When and if you are so notified by the Bank, all of your payments under this Agreement are to be made directly to the Bank at 8000 IH-10 West, Suite 1100, San Antonio, TX 78230. Unless you are notified otherwise by the Bank, we remain responsible to you to fulfill our obligations under this Agreement, and the Bank has no obligations under this Agreement. However, the Bank is entitled to all protections under this Agreement that we have, for example, the Bank may rely on your waivers of warranties, and on your



IT Equipment Financing, LLC
10430 Gulfdale Street
San Antonio, TX 78216
1-210-225-5427

acceptance of the equipment. If you receive a Purchase Option Letter, be sure the letter shows that the Bank approved the letter, otherwise the letter is not valid against the Bank; the Bank has a security interest in the equipment you are leasing. YOU MUST GIVE A COPY OF ANY NOTICE THAT THE EQUIPMENT IS NOT ACCEPTABLE TO YOU TO THE BANK AT THE SAME TIME YOU GIVE THE NOTICE TO US OR THE BANK WILL NOT BE BOUND BY YOUR NOTICE. YOU AND WE MAY NOT MODIFY THIS AGREEMENT WITHOUT THE BANK'S PRIOR WRITTEN CONSENT.

RESOLUTION. If you are not an individual, we may ask you to provide a corporate resolution in a form reasonably acceptable to us authorizing this transaction and identifying the person authorized by you to execute this Agreement in your name and on your behalf yourself.

MISCELLANEOUS. This Agreement is the entire agreement between you and us and supersedes any prior representation or agreements, including any purchase orders. Amounts payable under this Agreement may include a profit to us. The parties agree that the original of this Agreement for enforcement and perfection purposes shall be that paper copy which: (A) bears (i) the original or a facsimile of your manually applied signature, or (ii) a stamped or electronically applied replica of your signature or other indication of your intent to enter into the Agreement, and (B) bears the original of your manually applied signature. The parties agree that such original shall be the sole "record" constituting "chattel paper" under the UCC. You agree to assist us in the filing of any forms necessary to perfect our security interest in the Equipment. Any change must be in a writing signed by both parties.

LESSOR/CUSTOMER'S AUTHORIZED SIGNATURE

Company: _____

Innovative Communication Systems

Signature: _____

Signature: _____

Print Name: _____

Print Name: _____

Title: _____

Title: _____

Date: _____

Date: _____





IT Equipment Financing, LLC
10430 Gulfdale Street
San Antonio, TX 78216
1-210-225-5427

Lessor: IT Equipment Financing, LLC

Lessor's Rental Agreement: Rental Agreement no.: _____

Company (Lessee): _____

Company's Type of Business Entity: [limited partnership, limited liability Company, for Profit Corporation, not for Profit Corporation, trust, general partnership]:

Company's state of organization: _____

Company's Organizational Filing No.: _____

Company's Federal Tax-Payer Identification No.: _____

The undersigned hereby certifies to Lessor that the undersigned has custody of the business records of the Company, and is authorized to execute and deliver this Certificate on behalf of the Company, and further certifies to Lessor the following:

- 1.The [partners/ members/managers/directors/trustees] of the Company and in accordance with the Company's organizational documents, and applicable laws, resolved to enter into, and approved, the Lessor's Rental Agreement and the transactions evidenced thereby.
- 2.This resolution and approval has not been amended, modified or rescinded and is in full force and effect on the date hereof.
- 3.All franchise, margin or other taxes required to maintain the Company's existence have been paid and none of such taxes are delinquent. The Company currently exists and in good standing under the laws of the Company's state of organization and each other jurisdiction in which registration or qualification to do business is necessary to hold the Company's properties or to conduct the Company's business.
- 4.No proceedings or actions are pending for the forfeiture of the Company's authority to do business or for its dissolution, voluntarily or involuntarily, or cessation of normal business operations.
- 5.This person has been duly elected to the position shown and is authorized to act in all matters regarding the Lessor's Rental Agreement, including execution and delivery of the agreement. The Company will give Lessor written notice if this authorization changes.

NAME OFFICE EXEMPLAR OF SIGNATURE: _____

Signature: _____



EXECUTED to be effective as of _____ .



CREDIT APPLICATION FOR A BUSINESS ACCOUNT

BUSINESS CONTACT INFORMATION				
Title:		DNB #:		
Customer Name:		Federal Tax ID:		
SSN# Owner #1		SSN# of Owner #2		
Customer Contact:		Second Contact:		
Phone:	Fax:	E-mail:		
Registered company address:				
City:		State:	ZIP Code:	
Date business commenced:	Sole proprietorship: <input type="checkbox"/>	Partnership: <input type="checkbox"/>	Corporation: <input type="checkbox"/>	Other: LTD. LLP
BUSINESS AND CREDIT INFORMATION				
Primary business address:				
City:		State:	ZIP Code:	
How long at current address?		Shipping Address Different: No <input checked="" type="checkbox"/> Yes <input type="checkbox"/> If Yes, please provide all shipping addresses.		
Accounts Payable Contact:		Purchase Order Required: No <input type="checkbox"/> Yes <input type="checkbox"/>		
Telephone:	Fax:	E-mail:		
Bank name:				
Bank address:		Phone:		
City:		State:	ZIP Code:	
Type of account	Account number			
Savings				
Checking				
Other				
BUSINESS/TRADE REFERENCES				
Company name: Credit References Attached				
Address:				
City:		State:	ZIP Code:	
Phone:	Fax:	E-mail:		
Type of account:				
Company name:				
Address:				
City:		State:	ZIP Code:	
Phone:	Fax:	E-mail:		
Type of account:				
AGREEMENT				
By submitting this application, you authorize Innovative Communications Systems, Inc. to make inquiries into the banking and business/trade references that you have supplied.				
SIGNATURES				
Signature: _____		Signature: _____		
Title: _____		Title: _____		
Date: _____		Date: _____		

PLEASE SIGN HERE



Maintenance Service Agreement

This agreement between (customer) _____ and Innovative Communication Systems, Inc. sets forth on _____ and referencing ICS Quote Number _____ is subject to the following terms and conditions;

Account will be billed to customer to ITEF _____

1. SCOPE OF SERVICES - Innovative Communication Systems, Inc.’s responsibility with respect to its obligation to provide maintenance service under this maintenance agreement shall be limited to the customer side- point of connection between the (Customer Provided Equipment) CPE that ICS, Inc. maintains and the equipment provided by the local telephone utility and to the provision of such services for;

- a) Attachment “A” – ICS Inc.’s sale of CPE to customer, installation and the maintenance services for such equipment to be provided by ICS Inc. under the maintenance plan identified below. Under the customer selected maintenance plan, ICS Inc. will provide services upon customer request in order to repair CPE malfunctions due to wear and tear resulting from normal use in accordance with standard operating instructions.
- b) In the event that ICS Inc. responds to customer’s request for service and customer’s claim of CPE malfunction is due to problems on the local telephone utilities side of the point of connection between the CPE and the equipment provided by the local telephone utility or due to malfunctions in equipment or software other than that covered by this maintenance agreement, customer will be responsible for additional charges for such response in accordance with ICS, Inc. prevailing rates.
- c) Customer may request service twenty-four (24) hours a day, seven (7) days a week by calling ICS, Inc. If customer’s problem is an emergency, ICS, Inc. will use its best efforts to respond to customer’s report of emergency malfunction within two (2) hours for PBX systems , four (4) hours for key (hybrid) and any other system to complete the appropriate repairs as reasonably practical. An emergency request for service shall be defined as any malfunction which leaves customer unable to place or receive calls through the CPE, or any other failure agreed to in writing by the parties.
- d) Non-emergency service request reported before 12:00 PM, ICS, Inc. shall use reasonable efforts within five (5) business hours after customer’s problem is reported.
- e) In response to customer’s service request, ICS may commence repair or replacement from a remote location, dispatch service personnel to customers site, ship replacement CPE as soon as practical. Customer must return defective CPE within ten (10) days or ICS shall invoice customer for the full replacement cost. ICS reserves the right to inspect all defective CPE and have final determination of the status of such CPE.

2. MAINTENANCE PLAN

Basic Plan – coverage during normal office hours, Monday – Friday from 8am to 5pm and excludes holidays. Emergency support is provided after hours. These terms are in effect for the _____ months.

3. HARDWARE AND SOFTWARE MAINTENANCE - Services provided under the customer’s elected maintenance plan shall include preventative and remedial software updates as required by the CPE manufacturer’s specifications by ICS, Inc. or authorized system administrator. Hardware replacement parts and products may be new or equivalent to new in performance. Such parts and products will be furnished on an exchange basis; the returned parts and products will become the property of ICS, Inc.

ICS, Inc. will perform its services in a professional manner in accordance with prevailing industry standards. ICS, Inc. is not obligated to provide replacement parts, software releases, second tier help desk support, upgrades or maintenance service resulting in CPE functionality which exceeds that expressly provided in manufacturers’ or suppliers’ specifications at the time such product was installed. ICS, Inc. makes no guarantee as to parts availability on manufacturer-discontinued products. In the event a manufacturer discontinues producing any CPE or in the event the CPE has outlived the manufacturer’s suggested product life cycle, ICS, Inc. shall continue to provide maintenance services for as long as parts are readily available. In the



Customer Initials: _____

event repair parts are not readily available, ICS, Inc. shall advise customer. Customer shall have the option to replace the CPE with a similar product at ICS, Inc.'s then prevailing rates. In the event customer declines to authorize such replacement, ICS, Inc. shall delete such CPE from this maintenance agreement and ICS, Inc. will issue, if applicable, a prorated refund for such deletion.

4. Shipping and Delivery - All shipping, transportation and delivery charges for the equipment, including expedites, shall be paid by the customer. ICS, Inc. shall use commercially reasonable efforts to deliver the equipment by the delivery date specified.

5. Term - During the term of this maintenance agreement, customer will not permit any other person to maintain, repair or modify the CPE or to connect any other equipment. To the extent necessary for ICS, Inc. to perform its services under this maintenance agreement customer agrees that ICS, Inc. will be customer's agent to represent customer in any dealings with any telephone company or government agency with respect to CPE maintenance provider hereunder. Customer assumes all ongoing responsibility of directory listings, credit cards, system security, billing arrangements and other items not related to equipment or services provided by ICS, Inc. unless expressly stated otherwise under this maintenance agreement or some other express written agreement between customer and ICS, Inc. ICS, Inc. will have the right and option of conducting equipment reviews monthly during the term of this agreement. ICS, Inc. shall then have the right to amend this agreement to cover all CPE additions and/or deletions which may have occurred and adjust the maintenance price accordingly. Any changes to the CPE listing since the inception of the agreement shall be covered at the rates stated agreement.

6. Renewal - At the end of the term, to avoid service interruption, this maintenance agreement will automatically extend for consecutive one year terms at ICS, Inc.'s then prevailing rate for such services and continue until terminated by either party upon at least thirty (30) days written notice prior to the expiration of the then existing term. Upon extension of the maintenance plan, the maintenance services provided by ICS, Inc. shall remain unchanged (except with respect to pricing) unless both parties agree in writing to any changes at the time of extension. ICS, Inc. may only increase the price of the maintenance provided herein at: 1) the expiration of the initial term 2) the commencement of any subsequent extension term or 3) CPE is changed, upgraded or additional CPE is added to the maintenance agreement. ICS, Inc. shall provide customer with a thirty (30) day written notice of such increases.

7. Termination and Default – Either party may terminate this maintenance agreement following written notice in the event the other party is in default as to any of its material obligations hereunder provided that 1) the defaulting party receives notice of termination containing a reasonably complete description of the default 2) the defaulting party fails to cure such default within thirty (30) days of receiving such notice or ten (10) days of such notice if the default is non-payment. In the event of customer default, ICS, Inc. has the right to suspend performance and customer shall pay all expenses associated with termination, including reasonable attorney's fees incurred by ICS, Inc. to enforce any of its rights under the agreement and/or applicable law. Customer may elect to terminate this agreement by providing thirty (30) days written notice to ICS, Inc.. In the event customer terminates this maintenance agreement pursuant to this section, customer shall be liable for up to 6 months of the remaining term of this agreement plus any non-recoverable costs including but not limited to those amounts paid or due to third parties as incurred by ICS, Inc. directly in connection with the provisioning of such equipment and services for customer.

8. Limitation of Liability – Customer agrees that neither ICS, Inc. or its sub-contractor shall be liable for any loss or damage to the equipment, property or injury or death to the customer's agents, employees, or other customers arising in the connection with maintenance services provided by ICS, Inc. or its subcontractors under this agreement unless such loss, injury death or damage results solely from the negligence or willful misconduct of ICS, Inc.'s officers, employees or agents or those of ICS, Inc. sub-contractor. In no event shall ICS, Inc. be liable for any general, special, incidental, or consequential damages for loss, damages, or expense, directly or indirectly arising from customer's inability to use the equipment, either separately or in combination with any other equipment, or from any other cause.

9. Help Desk – In addition to the service related items covered in this agreement, ICS will provide unlimited Level 1 Help Desk support for non-service related items. Examples of Level 1 Help Desk items include programming buttons, programming up to 3 new extensions, changing a name, resetting a passcode and assigning DID numbers. Advanced Help Desk items including reconfiguring system programming, designing call flows and in-depth programming support for on-site administrators may incur additional charges.

Miscellaneous - This agreement shall be governed by and construed in accordance with the laws of the state of Texas. No agent, employee or representative of ICS, Inc. has any authority to bind ICS, Inc. to any affirmation, representation or



Customer Initials: _____

warranty unless such is specifically included within this agreement. In the event of invalidity of any provision of this agreement, the parties agree that such invalidity shall not affect the validity of the remaining provisions of the agreement.

ICS, Inc. and customer further agree to substitute a valid provision that closely approximates the economic effect and intent of any invalid provision. ICS, Inc. and customer each represent that they have the power and authority to enter into this agreement and this agreement constitutes a valid and binding obligation of each party. ICS, Inc. shall not be liable or deemed to be in default of contract for any delay, interruption of service or inability to perform under the contract resulting directly or indirectly from acts of God, civil or military authority, acts of public enemy, war, fires, explosions, labor disputes or any similar cause beyond the reasonable control of ICS, Inc. Upon the occurrence of such event, ICS, Inc. shall use reasonable efforts to notify the customer of the nature and extent of any such condition and the period of performance shall be extended as necessary to enable ICS, Inc. to perform after the cause of delay has been removed.

This agreement and all other attachments or schedules attached hereto embodies the entire agreement among the parties. There are no agreements, representations or warranties, written or legal among the parties other than those set forth or provided for in this agreement.

This agreement may not be modified or changed in whole or part except by a supplemental agreement signed by each of the parties.



CUSTOMER:

PLEASE SIGN HERE

By:

Printed Name:

Printed Name:

Title:

Date:

Title:

Date:

Customer Name: _____

Quote Number: _____



Delivery and Acceptance of Equipment

Customer: _____

Address: _____

City, State, Zip

In accordance with the executed agreement dated _____, I hereby certify on behalf of _____ that all of the equipment has been delivered, trained and installed. The installation and all other work necessary for the equipment has been satisfactorily completed. The delivery date is the date this acceptance is signed.

Signature: **X** _____ Date: _____

Print Name: _____

Location Of Equipment if other than above:

Address: _____

City, State, Zip: _____

Phone Number: _____