



ExactPoints™ EQUIPMENT LEASE AGREEMENT

Thank you for choosing ExactPoints™. This Equipment Lease Agreement (ELA) has important terms and conditions regarding your lease of equipment from Exact Points™. By "Equipment," we mean the Unifi Wireless Signal Equipment, POE External Injectors, Ethernet Cables (2) and Mounting Bracket(s).

You received the ExactPoints™ Subscription Agreement at the point of sale or were presented with the terms & conditions at time of upgrade. The Subscription Agreement, together with this ELA, comprise the terms of your service agreement with ExactPoints™. **You accept this ELA by doing any of the following: (i) providing your written or electronic signature or acknowledgment; (ii) activating service; (iii) paying for service; or (iv) using the service after making a change or addition that would require another ELA.**

As the lessee, you understand and agree that you did not purchase the Equipment, do not have ownership of the Equipment, and must use and return the Equipment as explained in your subscription agreement with ExactPoints™. You have no right to sell, give away, transfer, pledge, mortgage, alter or tamper with the Equipment.

Part One and Part Two of this agreement applies to new customers and to our existing customers. **If you received this agreement in connection with replacing like-for-like Unifi Wireless Signal Equipment because of a defect, you are still bound by the Programming Agreement and Early Termination Fee provisions of your original Equipment Lease Agreement.**

PART ONE:

PROGRAMMING AGREEMENT COMMITMENT. Do I have a programming commitment? To keep costs down for you, we provide signal equipment at no cost. In exchange, we ask that you promptly install and activate the hardware, as well as provide a written notice to cancel services. Additionally, you agree that, within 7 days of receiving your ExactPoints™ Equipment (provided to you via mail), you will activate your access point. If you do not install and activate your Exact Points WiFi hardware within the (7) day time period you will be charged for the cost of the hardware.

TERM COMMITMENT. Do I have a term commitment? Yes, you agree to continuously maintain the minimum level of programming with us as follows: An ExactPoints™ WiFi Marketing subscription is required, paid in the amount of \$1,000 at the time of agreement or subscribed to the Marketing Media License package. Your subscription agreement may also consist of or be modified by a Media License Subscription Package and optional bundles. The ELA still applies regardless.

THIS AGREEMENT TO MAINTAIN SUBSCRIPTION IS SEPARATE AND DIFFERENT FROM ANY OTHER YOU MAY HAVE MADE WITH Exact Points® or IPRECHECK® AND IS FULLY ENFORCEABLE UNDER THESE TERMS.

EARLY TERMINATION FEE (ETF). Can I cancel my service? Yes, you can cancel your service at any time with a WRITTEN 30 day notice provided to return@exactpoints.com. If you cancel after activation, but before you have completed the required term, you will be charged your \$1000/mo Subscription fee until a 30 day written notice of termination is provided. If subscribed to the Marketing Media License Package and only terminating the WiFi Marketing portion of your agreement submit a written canceling and request a return label at return@exactpoitns.com. Your Marketing Media License package and subscription costs still apply.

PART TWO:

MONTHLY FEES FOR ExactPoints™ Wireless Signal Equipment, POE Injectors AND/OR Cables and Brackets. Do I have to pay monthly Equipment fees? No, we do not charge monthly fees for the Equipment. Fees are subject to change at any time.

EQUIPMENT RETURN, NON-RETURN FEES. What happens when I stop being a customer? If you cease to be our customer (whether voluntarily or involuntarily), you must contact Exact Points™ within 7 days of termination of your subscription to arrange for an Equipment return kit or kits, and instructions on how to return your Leased Equipment [ExactPoints™ Unifi Wireless Signal Equipment(s), POE External Injectors, Ethernet Cable(s) and mounting bracket(s)]. Leased Equipment must be returned in good working order and without defect. If we haven't received your Leased Equipment within 14 days of termination of your Subscription Agreement, or if the Equipment is returned in damaged condition, we will charge the payment method on file for your account in the amount of \$1000.00 for replacement costs. We reserve the right to charge additional fees to the credit or debit card you have on file with us for individual equipment charges. Visit iprecheck.com/terms&conditions or call 513-671-0701 for details.

WARRANTY DISCLAIMER. You are responsible for the loss of, damage to, or the entire cost of any necessary service or repair of the leased ExactPoints™ Equipment. You have no right to sell, give away, transfer, pledge, mortgage, alter or tamper with the Equipment. EXCEPT AS PROVIDED HEREIN, WE MAKE NO WARRANTY OR REPRESENTATION, EITHER EXPRESS OR IMPLIED, REGARDING ANY SERVICE OR YOUR RECEIVING EQUIPMENT, WHICH IS PROVIDED TO YOU AS IS AND WITH ALL FAULTS. ALL SUCH WARRANTIES, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, ARE EXPRESSLY EXCLUDED. YOU BEAR THE ENTIRE RISK AS TO THE QUALITY AND PERFORMANCE OF THE RECEIVING EQUIPMENT. YOU ARE RESPONSIBLE FOR THE LOSS OF, DAMAGE TO, OR THE ENTIRE COST OF ANY NECESSARY SERVICE OR REPAIR OF YOUR RECEIVING EQUIPMENT. DIRECTV IS NOT RESPONSIBLE FOR ANY SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES RELATING TO THE RECEIVING EQUIPMENT PROVIDED TO YOU.

CUSTOMER SERVICE. In the event your Leased Equipment does not operate, please contact ExactPoints™ at 513-671-0701 for a replacement. If a return label is needed please contact the above number or request one at return@exactpoints.com.

ARBITRATION. You and ExactPoints™ agree that both parties will resolve any dispute under this ELA, the ExactPoints™ WiFi Marketing Subscription, or, regarding your ExactPoints™ service, through binding arbitration as fully set forth in the ExactPoints™ Subscription Agreement.

BY SIGNING, I AUTHORIZE AND AGREE THAT ExactPoints™ MAY, AT ITS SOLE OPTION, CHARGE THE FEES DESCRIBED HEREIN. I WARRANT THAT I AM 18 YEARS OLD OR OLDER AND THAT ALL INFORMATION SUPPLIED BY OR ABOUT ME IS ACCURATE. I AGREE TO THE ABOVE TERMS AND CONDITIONS.