

APconnections' NetEqualizer Lease Program Agreement

We, [APconnections, Inc.](#), makers of the [NetEqualizer](#), will offer customers NetEqualizer Leasing Programs, subject to the following terms and conditions:

How the Lease Program Works

- All leasing programs are fee-based and entitle the lessee to “use” of equipment only. Fees are charged per month, and are due in advance of the leased month. Ownership of the equipment does not pass to the lessee.
- At onset, once the Lease Agreement is signed, the lessee will pay fees equal to the 1st month and last month, plus a \$200 USD lease set-up fee. These fees are non-refundable. Once payment is received and processed, the NetEqualizer will be shipped to the customer’s address. APconnections will pay shipping up to \$80 USD. If additional shipping charges or customs charges apply, these are the responsibility of the lessee.
- The lessee must pay lease fees via credit card, which will be kept on file and charged monthly in advance for the recurring fee. The credit card supplied at the time of lease initiation must not expire for at least one (1) year.
- Leased NetEqualizers will be given temporary licenses, which will expire after a set period of time, to be determined at APconnections sole discretion. Lessees in good standing will be given a new license prior to the expiration.
- Lease payments will not apply towards ownership at any time. However, if a lessee wishes to purchase new equipment, we will offer discounts towards a purchase.
- Lease Program includes yearly software upgrades & support (NSS), along with a full hardware warranty (NHW), as well as shipping to the customer site. All [NSS & NHW terms and conditions](#) will apply.
- Lease Program does not include NetEqualizer Add-on Modules (see listing in the [NetEqualizer Price List](#)), such as DDoS Firewall and any DDoS consulting. NetEqualizer Add-on Modules are available to lessees at an additional cost.
- There are three (3) NetEqualizer Leasing Programs being offered, which are priced based on model and network size. Standard leases come with 10/100/1000 copper. Where available, 1Gbps fiber is +\$100 per month; 10Gbps copper or fiber is +\$200 per month.

Lease Program	Model & License	Monthly Fees (in USD)		
		Standard	1Gbps fiber (+\$100)	10Gbps copper or fiber (+200)
Standard	NE3000-1Gbps	\$500	\$600	n/a
Business Class	NE4000-1Gbps	\$750	\$850	\$950
Enterprise	NE4000-5Gbps	n/a	n/a	\$1,700

- The NetEqualizer Lease Agreement is not considered approved until signed by an APconnections, Inc. Company Officer.
- Lessee will ensure that Lease Agreement is signed by an Authorized Company Representative, and will assign a Primary Contact for the lease. The Primary Contact will be the key contact point for all matters pertaining to the lease agreement.
- APconnections reserves the right to decline a new lease agreement to any customer at any time, based on their assessment of the customer’s ability to pay.

Cancelling the Lease

- The lessee can cancel lease *at any time* by returning the equipment, in good working condition, to APconnections, Inc.
- APconnections will inspect the equipment to ensure that it is in good working condition. If the equipment is not in *good working condition* (see definition below), the lessee will be charged a one-time \$500 damages fee, which will be charged to the credit card on file.
- In order for return equipment to be accepted, the lessee must contact APconnections at 303.997.1300 x101 or admin@apconnections.net to request a return authorization number (RMA), as well as the return shipping address.
- Lessee is responsible to pay for shipping back to APconnections.
- The NetEqualizer will be considered “off lease” on the day that it is received by the APconnections Receiving department. APconnections will notify the lessee within 2 business days of the return.
- Monthly fees will be discontinued on the day that the return is acknowledged. The last month deposit will be credited towards any partial month remaining on the lease. Lessee will not receive any funds back for partial month’s use.

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Other Terms

- Lessees must be 18 years of age or older to participate. Leasing Program is null and void where prohibited by law.
- Lessees are solely responsible for all applicable taxes and/or fees that may be incurred due to entering into a leasing agreement.
- If a customer's credit card expires, APconnections will call and email the customer, using the primary contact information listed in the NetEqualizer Lease Agreement, to get a valid credit card. If unable to get a new valid credit card within 30 calendar days following expiration, APconnections will terminate the license and require return of the equipment at lessee's expense.
- If you have any questions about our NetEqualizer Leasing Program, please contact us at sales@apconnections.net.

NetEqualizer Lease Program Definitions

Good working condition

- NetEqualizer does not display signs of water damage. NetEqualizer boots up and our software can run.

Selected Lease Program (select one) **Standard** **Business Class** **Enterprise**
Connectivity **Standard** **1Gbps fiber** **10Gbps fiber/copper**

This lease is effective as of (effective date): _____.

APconnections, Inc. will charge the credit card on file on the (day) _____ of each month.

Signatures

Lessee		Lessor	
Company Name		Company Name	APconnections, Inc.
Company Address		Company Address	2770 Arapahoe Road
			Suite 132 PMB 158
			Lafayette, CO 80026
Ship To Address	Same as above?	Yes	No
Company			
Attention:			
Company Address			
Lessee Primary Contact		APConnections Primary Contact	
Name		Name	Deb Wagor
Email		Email	admin@apconnections.net
Phone number		Phone number	303.997.1300 x101
Authorized Company Representative		APconnections Company Officer	
Printed Name		Printed Name	
Signature		Signature	
Title		Title	
Date		Date	