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RMA Process for Non-Wireless Products

This RMA Policy applies to Rented Equipment provided with non-wireless Services to Customer by MetTel. Capitalized terms used but not defined herein will have the meanings given to them in the Master Service Agreement between MetTel and Customer ("MSA").

If a unit of Rented Equipment is determined to be defective or require repair or replacement, MetTel will provide the support outlined in this paragraph. Customer will provide reasonable assistance to MetTel to pursue any applicable warranty claim with the manufacturer, and MetTel will work with the manufacturer in good faith to secure coverage. On Customer's request, subject to credit approval, MetTel will ship a replacement Rented Equipment prior to MetTel confirming manufacturer's warranty coverage of an existing Rented Equipment and will bill Customer for such Rented Equipment. Customer will promptly return the replaced Rented Equipment to MetTel (or at MetTel's option, the manufacturer) and Customer will be responsible for any shipping or labor charges in connection with the replacement of the Rented Equipment. If MetTel confirms the Rented Equipment replaced has a defect covered under manufacturer's warranty, Customer will not be subject to the cost of the replaced Rented Equipment and any charges for replacement of Rented Equipment will be credited. MetTel will have the right to substitute substantially equivalent Rented Equipment where exact replacements are not reasonably available. A new Initial Term will commence under the MSA for the provided replacement Equipment and the associated Service. Except in its sole discretion, MetTel will not be required to ship an additional Rented Equipment until MetTel receives payment for or replacement of a replaced Rented Equipment or where Customer is not current in payment under or is otherwise in breach of the Agreement. Charges for Rented Equipment not replaced or repaired under manufacturer's warranty will be the responsibility of Customer. Customer's account must be current and the Rented Equipment must be active and deployed under a current Term at the time of service request.

