

# **Customer Premises Equipment Addendum**

<https://amicro.com/information/legal/cpeaddendum>

The following terms and conditions apply if Applied Microsystems supplies Customer Premises Equipment:

## **1. TITLE & RISK OF LOSS**

Title to all Customer Premises Equipment will remain with Applied Microsystems; such equipment will remain personal property; you will not attach the equipment as a fixture to any real estate; and you will not pledge or part with possession or permit to be filed any lien against such equipment. You assume and shall bear the entire risk of any loss, theft, damage to, or destruction of any item of Customer Premises Equipment from any cause whatsoever from the time that the equipment is placed at your premises and until its removal by Applied Microsystems following termination of the agreement between you and Applied Microsystems covering such equipment. Your liability to Applied Microsystems in the event of loss, theft, damage to or destruction to such equipment shall not exceed the casualty value for the item of equipment listed in the agreement covering the equipment.

## **2. INSURANCE**

You agree, at your expense, to keep all Customer Premises Equipment insured for such amounts and against such hazards as Applied Microsystems may require at the time the agreement covering the equipment is executed, such coverage to include insurance for damage to or loss of the equipment and liability coverage for personal injuries, death or property damage, with Applied Microsystems named as an additional insured and with a loss payable clause in favor of Applied Microsystems, as its interest may appear, irrespective of any breach of warranty or other act or omission by you. All such policies shall be with companies and on terms satisfactory to Applied Microsystems. You agree to deliver evidence of such insurance to Applied Microsystems prior to the installation of such equipment at your premises. Such insurance shall be primary and without any right of contribution from any insurance procured by Applied Microsystems and shall provide that the insurance may not be altered or cancelled by the insurer until after thirty (30) days' written notice to Applied Microsystems. You hereby appoint Applied Microsystems as your attorney-in-fact to make proof of loss and claim for insurance, and to make adjustments with insurers and to receive payment of and execute or endorse all documents, checks or drafts in connection with payments made as a result of such insurance.

## **3. INDEMNIFICATION**

You agree to indemnify and hold Applied Microsystems and its employees harmless from any

claim, loss, cost, damage, or expense arising out of or resulting from your use or possession of Customer Premises Equipment, unless such claim, loss, cost, damage or expense arises out of results from Applied Microsystems' sole negligence or willful misconduct. This indemnification provision is in addition to and supplements the Indemnification provisions contained in Section 14 of the General Terms & Conditions.

#### **4. OUR ACCESS TO CUSTOMER PREMISES EQUIPMENT**

Meeting Service Level Guaranties specified in our agreement with you may be dependent upon Applied Microsystems' ability to access the Customer Premises Equipment supplied to your premises. You agree that Downtime Measurement shall not include time when we are unable to gain access to your premises in circumstances where restoring network availability is dependent upon our ability to access Customer Premises Equipment.