



Rental Equipment Loss Protection Program
Terms and Conditions

Effective Date: January 1, 2023

The Rental Equipment Loss Protection Program (the "Program") is offered to customers who rent equipment from Bear Communications, Inc., BearCom Operating LLC or any of their affiliated or subsidiary companies ("BearCom").

1. Definitions.
 - a. Covered Item: radio equipment and accessories as shown on any Order.
 - b. Excluded Item: any item not specifically included; labor/service charges; mobile trailers and other capital items; spare batteries and battery chargers; equipment sales; mobile freestanding antennas; video equipment, including cameras; repeaters and repeater infrastructure; items designated as "Motorola Above Price Book" radios.
 - c. Order: the BearCom Order as printed out from BearCom's sales order system JD Edwards ("JDE"), inclusive of all quoted prices and with reference to BearCom's terms and conditions of sale <https://bearcom.com/terms-of-sale> ("Terms of Sale").
 - d. Replacement Cost: the identified cost that the Customer must pay to replace an item that is lost, stolen or damaged beyond repair.
2. Governing Terms and Conditions. BearCom offers the Program in accordance with these terms (the "Program Terms") and the Terms of Sale. The Program Terms are expressly incorporated by reference into the Terms of Sale, and any transaction where the Customer has opted for the Program will revert to the Terms of Sale, inclusive of the Program Terms. Customer may only avail itself of this Program after signing the BearCom Rental Order containing the reference to the Terms of Sale without exception or condition. BearCom objects to any additional or different terms contained in any request for proposal, purchase order, acknowledgement or other communication previously or hereafter provided by Customer to BearCom. No such additional or different terms or conditions will be of any force or effect. This is true regardless of whether Customer's purchase order or other document contains language that attempts to supersede the Program Terms. By selecting to participate in and pay for the Program, Customer has accepted the Program Terms and the Terms of Sale.
3. What is Covered. In order to participate in the Program, the Customer must affirmatively select and pay for the Program on the BearCom Rental Order. The availability of the Program is limited to Covered Items. The Program only applies to specified rental equipment; the Program does not cover equipment sales, labor, service or maintenance. If the Customer selects but does not pay the full invoice price for the transaction, the Customer will not receive the benefits of the Program. If Customer participates in the Program for any portion of an Order, all Covered Items on the Order are included in the Program.
4. What is Excluded. Unless specifically included in the Program as shown by the line item on an order, the item is excluded.
5. How it Works. Participation in the Program allows the Customer to reduce the eventual cost of any lost, stolen or damaged Covered Item. If the Customer selects to participate in the Program, BearCom will assess an additional 15% against each Covered Item on the Order. If the Customer has chosen to participate in the Program and has paid the full amount of the Order without deduction or setoff, and if any Covered Item is lost, stolen or damaged beyond repair, then the Customer will be charged the quoted rate for the Covered Item (the "Discounted Replacement Cost for the Covered Item"), as shown on the Order.
6. Replacement Costs. For Excluded Items, or if the Customer does not opt to participate in the Program for Covered Items, the Customer is obligated to pay BearCom the Replacement Cost for Excluded Items. The Replacement Cost for Excluded Items will be higher than the Discounted Replacement Cost for any Covered Item.
7. Lost or Stolen Equipment Later Recovered. If, within a reasonable time after the Order has been completed, the Customer locates any missing Covered Equipment, and has already paid the Replacement Cost for that equipment, the Customer may return the recovered Covered Item for a credit of the Discounted Replacement Cost less BearCom's administrative fee for evaluating the condition of the item, including any repair or restocking fees. This credit may be applied against future Orders. At BearCom's option, BearCom may refund the credit to the Customer. For Covered Items that are returned to BearCom more than 30 days after the conclusion of the rental Order, BearCom may credit the Discounted Replacement Cost less BearCom's administrative fee, including any lost rental fees.
8. Miscellaneous. The Program is not an insurance program. Participation in the Program does not eliminate the cost of replacing lost, stolen or damaged equipment. The Replacement Cost for Excluded Items and the Replacement Cost for Covered Items are based on BearCom's market prices. BearCom will honor any quoted Replacement Cost for Covered Items for the duration of the particular Order but cannot guarantee that the Replacement Cost for Covered Items will remain the same for any subsequent Orders.