

WisperTel Extended Service Warranty and Hazard Coverage Plan ("The Plan")

Coverage Premium \$3.95 per month

LABOR, PARTS AND REPLACEMENT

Under The Plan, WisperTel will provide, without charge, the service calls and installation labor required to repair the subscriber unit should damage occur under the terms and conditions stated in this Plan, The WisperTel subscriber unit includes; the antenna, radio, interconnecting cable, and associated power supply. Coverage of the WisperTel-E-Phone ATA device for telephone service (\$1.00/mo extra) will cover damage to the ATA only for the same reasons covered below. The Plan covers replacements made necessary because of any damage that occurs to the equipment or is caused by wind, hail, lightning, flood, tornado, and other weather storms, and power surges (Covered Event). **THE PLAN DOES NOT COVER REPLACEMENTS OR REPAIRS MADE NECESSARY DUE TO FIRE UNLESS THE FIRE WAS DIRECTLY CAUSED BY LIGHTNING.**

EXCLUSIONS

The Plan does not cover replacements or repairs made necessary by any external cause including without limitation, fire, foliage growth, new structures, theft, acts of negligence, misuse, abuse, alteration, or unauthorized repairs. In no event shall WisperTel be responsible under The Plan for consequential or incidental damages, (including but not limited to business revenue loss and personal injury) or damages due to delays or failure in furnishing replacement parts or service. The Plan does not include preventive maintenance. The Plan is not transferable, unless we consent to such transfer or assignment in writing, and we may withhold our consent to such transfer or assignment in our sole discretion.

OTHER TERMS

As long as the WisperTel subscriber is current in his/her payment obligations for monthly Internet access services, monthly lease payments (if applicable) and Extended Service Warranty and Hazard Coverage Plan payments, The Plan shall be in full force and effect. The Plan is renewable monthly at the sole discretion and option of the WisperTel Subscriber, unless WisperTel has otherwise cancelled The Plan as described below. The cost of The Plan may increase anytime with written notice, such notice to be effective for the billing period for which the notice is given. Prices for the WisperTel Extended Service Warranty and Hazard Coverage offered under The Plan will be separately shown on each individual customer order. Subscribers will be billed monthly for the Plan as part of their total package of WisperTel services. If a Subscriber does not pay a monthly invoice in full, WisperTel may, in its sole discretion, apply any payment made first to the Internet access service, then to the monthly lease payment, if applicable, and then to the Extended Service Warranty, with any deficiency in payment deemed to mean that the Subscriber has elected to cease payment for Hazard Coverage charges. Nothing in The Plan shall create in WisperTel the obligation to pay to Subscriber any amounts by virtue of The Plan. This document shall constitute an individual Plan, to the extent such is required to be delivered to Subscriber pursuant to C.R.S. 5-4-105. Under any conditions, WisperTel will not be obligated for a higher monetary value than the value of the equipment covered in the Plan.

Cancellation

We can cancel The Plan immediately if a Subscriber fails to make his Extended Service Warranty payment. We can cancel The Plan for any other reason, including our decision to no longer offer an Extended Service Warranty and Hazard Plan, effective on the thirtieth (30th) day after we mail a written notice to you. You may cancel The Plan on the thirtieth (30th) day after you mail a written notice to us.

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