

1. **LEASE SELECTION, INSTALLATION AND ACCEPTANCE.** By electing to lease your Equipment ("Equipment") and finance the Equipment's installation you agree to lease from us and we agree to lease to you the Equipment necessary to receive WisperTel services on the terms and conditions contained in this agreement (the "Lease"). You agree that, at any time during the Term of this Lease, WisperTel may substitute the Equipment with other equipment with equivalent functionality at the discretion of the WisperTel without charge to you, if in WisperTel's opinion such replacement is necessary in order for WisperTel to continue to deliver services to you. You hereby grant us and WisperTel or its agents the right to enter any premises of yours or under your control, without any liability for damage, trespass or any other reason, to install, repair or de-install the Equipment. You expressly agree that you reviewed the disclosures hereon in advance of the executing this Lease. You represent and warrant that you have selected the WisperTel Equipment in your own judgment, and, having done so, you authorize us to enter into a supply contract with WisperTel. We are neither the dealer nor the manufacturer of the equipment. We make no warranties as to the performance, reliability, quality, condition or capacity of the Equipment. We are not liable for any damage to you if, for any reason, WisperTel delays or fails to deliver, install or repair any or all of the Equipment or services, now or in the future. This Lease is a "finance lease" under the UCC.
2. **LEASE AND TERM.** You agree to pay all of the Lease payments of fifteen U.S. dollars per month (\$15.00/month that includes \$3.95/month for the Extended Warranty and Hazard Coverage stipulated within Paragraph 3 below) during the thirty five (35) month Term of this Lease plus all other sums owed by you to WisperTel under its Customer Agreement as written herein including a disconnect fee of one hundred twenty U.S. dollars (\$120.00, see below for credit). After the 35 month Term, you have the option to purchase the Equipment from WisperTel for fifty U.S. dollars (\$50), return the Equipment to us, request and pay WisperTel de-install the Equipment or continue leasing the Equipment on a month-to-month basis under the same terms as contained herein. You will not be given a separate written notice by us that the Term is expiring or has expired. WisperTel is leasing the Equipment to you "as-is." WisperTel is not responsible for any repairs, maintenance, or service of any kind to the Equipment as those are your sole responsibility and the associated costs are solely yours. You do not have nor will you develop (by any payments, invoices or otherwise) any equity, right, title or other interest in or to the Equipment other than that of a lessee. To the extent permitted by law, you agree to reflect the Equipment as leased equipment and affirm our title in the Equipment. The Equipment is and shall remain our property regardless of its use or any attachments to real property. Your obligations under this Lease are unconditional and irrevocable notwithstanding the discontinuance or interruption of the service supplied to you by WisperTel. You agree that you shall not assert any disruption of discontinuation of service by WisperTel or any other cause as a defense or a claim for setoff against your obligations under this Lease.
3. **EXTENDED WARRANTY INCLUDING HAZARD: RISK OF LOSS.** You are required under the terms of this Lease to hold an extended warranty, including hazard coverage. In any event, you bear the entire risk of loss due to theft, vandalism, disappearance, destruction or damage ("loss") to the Equipment from any cause whatsoever. You are required to make all lease payments and fulfill all your obligations under this Lease even if there is a loss. Notwithstanding the foregoing, we agree that WisperTel's Extended Service Warranty and Hazard Coverage Plan ("Plan") in effect at the time of your execution of this Lease is satisfactory to meet the conditions of this provision, so long as the Plan remains in effect as to the Equipment for the life of your Lease. To the extent that Plan is discontinued for any reason, or you fail to make payments to keep such Plan in effect, you remain liable to us for the risk of loss to the Equipment during the Term of this Lease.
4. **ASSIGNMENT; WAIVER OF DEFENSES.** We may, without notifying you, sell, assign, and/or grant a security interest in this Lease or our rights in the Equipment. You agree that the new owner will have all the same rights and benefits that we now have under this Lease. The rights of the new owner will not be subject to any claim, defense, or set-off that you may have against us. You agree that after you receive a notice of assignment, that your monthly lease payment will be paid by valid credit card charge initiated by WisperTel which are due under this Lease. You agree that if, for any reason, you are not satisfied with the Equipment, its installation or operation, any claim you wish to make will be made solely against the Original Equipment Manufacturer or WisperTel, and you will promptly pay us (or our assigns) all amounts due under the Lease regardless of such claim. You shall not by function of law or otherwise, sublet, sublease, abandon, assign, transfer, suffer liens or attachments, pledge or otherwise dispose of or surrender any Equipment without our prior written consent.
5. **GOVERNING LAW and NOTICE:** This Lease shall be governed by the laws of the State of Colorado. Your grant of a security interest and any related filings shall not be construed as meaning that this Lease is not a "true lease" under the UCC.
6. **INDEMNITY.** You are responsible for any liability, damage, loss, penalties, claims, suits and actions (collectively "Claims") arising out of the selection, ordering, purchase, rejection, transportation, storage, non-delivery, possession, operation, control, use, condition, repairs, maintenance, installation, delivery, return or disposition of the Equipment. You agree to reimburse us for, and if we request, to defend us against any and all Claims. Your responsibility under this paragraph shall survive the termination and expiration of the Term of the Lease.
7. **PAYMENT/REMEDIES/DEFAULT.** You agree that your monthly lease payment will be paid by valid credit card charge initiated by WisperTel, at regular intervals approximately thirty (30) days apart, unless instructed otherwise by us. Additionally, a default under this Lease will constitute a default under your agreement for service with WisperTel and WisperTel will terminate your service. You are in default under this Lease if you fail to pay any lease payments or other amount owed by you within ten (10) days of its due date.
8. **TERMINATION.** If you wish to terminate the Lease within the thirty five (35) month Term, the following termination charges will apply: 0-12 months \$125, 12-24 months \$100, 24-36 months \$75. The Lease is not terminated and remains in force until you have returned the Equipment to us in good working order (normal wear and tear alone excepted). Equipment must be returned to WisperTel within fourteen (14) days of the termination of service to receive a credit for the one hundred twenty U.S. dollars (\$120.00) disconnect fee, provided: (i) Equipment is undamaged, reasonable wear and tear excluded, and is in good working order; (ii) all components and mounting hardware are returned; and (iii) Equipment is returned with a valid return authorization number obtained from WisperTel's Customer Care Department. You may request and pay WisperTel to de-install the Equipment, but you are responsible for the cost and risk of de-installation and return of Equipment.