

- 1. RENTAL SELECTION, INSTALLATION AND ACCEPTANCE.** By electing to rent your Equipment ("Equipment") you agree to rent from us and we agree to rent to you, subscriber Equipment necessary to receive WisperTel services on the terms and conditions contained in this Rental Agreement (the "Agreement"). You agree that, at any time during the term of this Agreement, 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 Agreement. 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. WisperTel is not liable for any damage to you if, for any reason, we delay or fail to deliver, install or repair any or all of the Equipment or services, now or in the future. This Agreement is a "finance lease" under the UCC.
- 2. RENTAL TERM.** You agree to pay rental payments of ten U.S. dollars per month (\$10.00/month) and a premium of three U.S. dollars and ninety-five cents per month (\$3.95/month) for the Extended Warranty and Hazard Coverage stipulated within Paragraph 4 below, during the twelve (12) month Term of this Agreement plus all other sums owed by you to WisperTel under its Customer Agreement and WisperTel as written herein including a disconnect fee of one hundred twenty U.S. dollars (\$120.00, see below for credit). WisperTel is renting the Equipment to you "as-is." 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 renter. To the extent permitted by law, you agree to reflect the Equipment as rental 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 Agreement 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 Agreement.
- 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 rental payments and fulfill all your obligations under this Agreement 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 Agreement 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 Agreement. 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 Agreement.
- 4. LOST, STOLEN, ALTERED OR BROKEN EQUIPMENT.** You shall not use the Equipment except to receive WisperTel services and you shall not modify the Equipment in any way without the express written permission of WisperTel. 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 and you may be required to purchase a replacement. Replacement charges will be based on the current manufacturer's retail price of the Equipment, plus applicable shipping costs and taxes. You are required to make all rental payments and fulfill all your obligations under this Agreement 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 Agreement 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 Agreement. 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. You shall immediately notify WisperTel of any stolen or damaged Equipment and shall cooperate with WisperTel in all reasonable aspects to eliminate actual or potential unauthorized use of the Equipment. At WisperTel's sole option, failure to report stolen or damaged Equipment in a timely manner will cause you to be responsible for all service fees accrued until the time that WisperTel is informed of the loss or theft and can effect a termination of WisperTel's services.
- 5. ASSIGNMENT; WAIVER OF DEFENSES.** We may, without notifying you, sell, assign, and/or grant a security interest in this Agreement 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 Agreement. 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 rental payment will be paid by valid credit card charge initiated by WisperTel which are due under this Agreement. 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 manufacturer of the Equipment or WisperTel, and you will promptly pay us (or our assigns) all amounts due under the Agreement 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.
- 6. GOVERNING LAW AND NOTICE:** This Agreement 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 Agreement is not a "true lease" under the UCC.
- 7. 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 Agreement.
- 8. PAYMENT/REMEDIES/DEFAULT.** You agree that your monthly rental payment and Extended Warranty and Hazard Coverage premium 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 Agreement will constitute a default under your agreement for service with WisperTel and WisperTel will terminate your service. You are in default under this Agreement if you fail to pay any rental payments or other amount owed by you within ten (10) days of its due date. If any rental payments are due, but unpaid within thirty (30) days of its due date for any reason including but not limited to, non-payment or declined Credit Card charges, WisperTel may suspend or terminate your services and all accrued charges shall be immediately due. WisperTel will charge you interest of one and one half percent (1.5%) per month on outstanding charges and a late fee of ten per cent (10%) of the owed balance. If payment is not made in full within sixty (60) days, WisperTel has the right to send to collection and to repossess the Equipment without liability for damage or trespass.
- 9. TERMINATION.** If you wish to terminate this Agreement within the twelve (12) month Term within Paragraph 2 above, the termination fee due and payable to WisperTel will not exceed \$200 for the unpaid balance of WisperTel Internet access service for the number of months remaining in the Term of this Agreement. 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 for, but you are responsible for the cost and risk of de-installation and return of Equipment.