

Clearwire Hardware Protection Program

This is a legal contract (the "Contract"). The Clearwire Account ID for the Covered Product is Your Contract number. By paying the applicable periodic charges on Your bill from Clearwire, You confirm that You understand that it is such a contract and that You have had the opportunity to read the terms and conditions set forth herein. These terms and conditions constitute the entire Contract.

Clearwire Program Obligor: The company obligated by this Contract under the Program (the "Obligor") is Asurion Warranty Services, Inc. if purchased in AK, AL, AZ, AR, CA, CO, CT, DE, DC, GA, HI, ID, IL, IN, IA, KS, KY, LA, MA, MD, MI, MN, MO, MS, MT, NC, NE, NV, NH, NM, NY, ND, OH, OK, OR, PA, RI, SC, SD, TN, TX, UT, VA, VT, WA, WI, WV, WY and any other state required by law; Asurion Florida Warranty Services, Inc., if purchased in Florida; and Clearwire in any state required by law.

Definitions: Throughout this Contract the words, "We", "Us" and "Our" refer to the Obligor. "Clearwire" refers to Clearwire US LLC, a Nevada limited liability company, the seller of this contract, located at 3525 E. Post Road, Las Vegas, NV 89120 and "Clearwire Service" means the broadband wireless services provided by Clearwire. "Asurion" refers to Asurion Warranty Services, Inc. and Asurion Florida Warranty Services, Inc. located at 648 Grassmere Park, Suite 300, Nashville, TN 37211. "You" and "Your" refer to the Contract holder. "Covered Product" means the eligible Clearwire wireless modem or pc card that is activated for internet service and enrolled for coverage on Your account with Clearwire on the date failure occurs. The Serial Number of the modem or pc card that is enrolled for coverage on Your account in the records of Clearwire is to be considered the Covered Product.

Description of Services: Clearwire Hardware Protection Program (the "Program") is an optional service that provides residential customers with replacement services (the "Service(s)") for the Covered Product in the usual and customary usage of the Covered Product. If the Covered Product malfunctions or fails to operate due to a defect in material or workmanship, normal wear and tear, or accidental damage due to handling or power surges, it will be replaced with an item of comparable kind and quality. There is no assurance, representation, or guarantee that any replacement item will be identical or will offer the same functionalities as the one submitted for repair. Replacement items will be new or refurbished. Replaced items automatically become the Covered Product. You hereby assign to Us all rights and benefits of any manufacturer's warranty or other ancillary coverage relating to any Covered Product We replace.

Deductible: There is a thirty five dollar (\$35.00) deductible per replacement under this Contract.

Replacement: If We determine that the Covered Product needs replacement, a replacement of like kind and quality, either new or refurbished will be sent within approximately ten (10) business days from the date the claim is made. For failures due to defects in material and workmanship during the term of the standard product warranty, new or refurbished replacements will be provided by Clearwire. If the identical Covered Product is no longer available, We will replace it with a product of comparable functionality. In all cases, We will determine product comparability including functionality at Our sole discretion. Technological advances and product availability may result in a replacement product with a lower selling price than the original product. A replacement product may be either new or refurbished, at Our option. Non-original manufacturer parts may be used in refurbished products. If an item is replaced, the customer agrees to transfer any unexpired manufacturer's warranty on the replaced item to Us. Covered Product approved for replacement must be returned to Us at Our shipping expense in the return mailer included with Your replacement product. You must return the Covered Product within 15 days, or pay the non-returned equipment charge applicable to the model of Covered Product that We replace. **YOU CAN AVOID THIS CHARGE BY SIMPLY RETURNING THE COVERED PRODUCT AS DIRECTED.**

When a Covered Product is replaced, You preauthorize Us to place a block on Your credit card for a period of fifteen (15) days for an invalid claim deposit in an amount based on the model of the replacement product. In the event that We determine within this fifteen (15) day determination period that Your request for a replacement product is invalid under this Contract, We will charge the amount of the invalid claim deposit to Your credit card and return Your original Covered Product to You. You may return the replacement product to Us for a full refund of the invalid claim deposit within 30 days from the date Your credit card is charged, so long as it is in new condition.

Limitations of Coverage: This Contract does not cover replacements due to:

1. Products owned or operated outside any state or territory of the United States, the District of Columbia, or Canada;
2. Defects and need for repairs that existed with the Covered Product when You purchased this Contract;
3. Malfunctions or limitations of functionality that are due to the original manufacturer's design plan or manufacturing process (as determined at Our sole discretion);
4. Routine maintenance and consumable items;
5. Damage or failures caused by acts of God, fire, freezing, flood, unusual atmospheric conditions, abuse, customer negligence, misuse, loss, theft, improper installation, explosion, war, terrorism, strike, embargo, or acts of the government;
6. Incidental or consequential damages;
7. Customer modifications to the Covered Product.

To Make a Claim to Obtain Service: For a claim for Service of the Covered Product, call 1-866-397-7180. You must file a claim within 30 days of the date Your Covered Product first fails to operate.

Annual Service Limit: Beginning on the date the Program is ordered, the Program will cover up to, but no more than, two (2) Service claims per subscriber in any rolling 12-month period.

Claim Limit: We will cover the cost to replace the Covered Product up to a maximum of \$500 per claim.

Cancellation: You may terminate this Contract at any time for any reason by contacting Us in writing at: Cancellation Department, P.O. Box 110656, Nashville, TN 37222. We may terminate this Contract immediately for any reason by notifying You in writing. If the Obligor or You terminate this Contract within 30 days of the date purchased and no coverage has been provided as set forth in the Description of Services section, You will receive a full refund of the Contract purchase price. If coverage was provided within 30 days

of the date purchased, You will receive a full refund less the value of any Services received. If this Contract is terminated after 30 days of the date purchased, We will refund the purchase price allocable to the remainder of the term of this Contract, prorated on a monthly basis, less the value of any Services received. For residents of Alabama, Arkansas, California, Hawaii, Maryland, Minnesota, Nevada, New Mexico, New York, South Carolina, Texas, Washington, and Wyoming, any refund owed and not paid or credited within 30 days of cancellation shall include a 10% penalty per month. Any termination, cancellation, suspension, interruption, or discontinuation of Your Clearwire Service for any reason constitutes cancellation of the Program by You, subject to the terms and conditions of this Contract.

Charges/Deposit: Your cost for this Contract will be shown on Your bill from Clearwire. You agree to pay the amount shown on Your bill for wireless service when invoiced by Clearwire on the same terms and conditions as set forth under Your Clearwire Sales Agreement and Terms of Service Checklist. Applicable taxes, regulatory surcharges and assessments, if any, will be added. If full payment is not received on the due date shown on the bill, late payment fees according to the laws of the state of residence may be incurred. A return check charge may also be assessed. If payment is not received, this Contract may be cancelled and We may refuse to provide the Service, without notice. Also, this Contract may be cancelled, by Us without notice, if there is an abuse or misuse of the Program. If a deposit is required for Your Clearwire Service, it will apply for the amount due for the Program under this Contract, and can be applied to any unpaid balances.

Limitation of Liability: If there is some defect, damage, harm or error with respect to the Program or the Services that is due to Asurion's and/or Clearwire's fault or neglect, contact Us within 30 days to try and correct the problem. But CLEARWIRE/OUR RESPONSIBILITY AND LIABILITY IS LIMITED TO THE CHARGES ACTUALLY PAID BY YOU FOR THE PLAN (BUT NO MORE THAN THE LAST 24 MONTHLY CHARGES YOU PAID FOR THE PROGRAM UNDER THIS CONTRACT). THIS IS YOUR SOLE REMEDY FOR ANY ERRORS, OMISSIONS OR FAILURE OF CLEARWIRE/OUR PERFORMANCE. CLEARWIRE/WE WILL NOT BE LIABLE FOR ANY DAMAGES, REGARDLESS OF THEORY, WHETHER DIRECT, INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL. THERE ARE NO WARRANTIES OF ANY KIND, AND CLEARWIRE/WE DISCLAIM ANY WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE OR MERCHANTABILITY.

Force Majeure: Neither Clearwire nor Asurion have any responsibility for delays or failures due to fire, flood, explosion, war, strike, embargo, acts of government, military authority, or the elements, or other cause beyond Our control. And in such event, the Contract and/or the Program may be canceled immediately and without notice.

Term and Renewal: Each Contract is effective and begins billing on the date established with Clearwire at the time the Program is ordered, but no Service will be provided until the enrollment is accepted by Asurion. Coverage is subject to the exclusions herein and the other provisions of this Contract and Program. There will be no lapse in coverage when You move locally to another location and continue the Clearwire Service and the Services under this Contract. With Clearwire Service paid monthly, this Contract is issued on a monthly basis for successive monthly terms on a continuous basis and automatically renews at the end of each monthly term until cancelled or non-renewed by You or by Us subject to the terms and conditions contained in this Contract. With Clearwire Service paid annually, this Contract will expire one (1) year from the date Clearwire Service begins and is non-renewable. We may change the Program, including monthly pricing, or non-renewing Your Contract with thirty (30) days written notice. Continued use of the Program, after such notice, constitutes acceptance of the changes.

Insurance Coverage: While the plan is a legal contract, it is not a contract of insurance. This Contract is secured by an insurance policy provided by Liberty Mutual Insurance Company, in the following jurisdictions only: AL, AZ, AR, CA, CT, FL, GA, HI, IL, KY, MN, MO, MT, NC, NH, NV, OH, OK, OR, SC, TX, VT, WA, WI, WY and all other states required by law. In NY, this Contract is secured by an insurance policy provided by Liberty Insurance Underwriters Inc. If You reside in one of these listed states and, within sixty (60) days We have not paid a covered claim, provided You with a refund owed or You are otherwise dissatisfied, You may make a claim directly to the insurance company at 175 Berkeley Street, Boston, Massachusetts, 02116, 1-617-357-9500.

Administrator: The administrator of this Contract is Asurion Warranty Services, Inc., P.O. Box 110656, Nashville, TN 37222, phone: 1-866-419-5477 (in Florida, the administrator of this Contract is Asurion Florida Warranty Services, Inc., P.O. Box 110656, Nashville, TN 37222, phone: 1-866-419-5477). You understand and agree that the Contract is an agreement between You and the Obligor. When the administrator and the Obligor differ, You further understand and agree that the administrator has no liability pursuant to the Contract or to You, other than submitting the payment and necessary paperwork relating to this Contract.

Arbitration: THIS CONTRACT CONTAINS A BINDING ARBITRATION PROVISION THAT REQUIRES THE SUBMISSION OF ANY DISPUTED CLAIM TO ARBITRATION. Any and all claims, disputes or controversies of any nature whatsoever (whether in contract, tort, or otherwise, including statutory, common law, fraud, other intentional tort, property and equitable claims) arising out of, relating to, or in connection with (1) this Agreement, (2) the relationships which result from this Agreement, including, to the full extent permitted by applicable law, relationships with third parties who are not signatories to this Agreement or this arbitration provision or (3) the validity, scope or enforceability of this arbitration provision or the entire Agreement ("Claim") shall be resolved, on an individual basis without resort to any form of class action or class arbitration, by final and binding arbitration before a single arbitrator. (Notwithstanding the Arbitration provision of this contract, You may, at Your option, still take Your Claim to small claims court, on an individual, non class action basis, instead of requesting an arbitration.) All arbitration shall be administered by the American Arbitration Association ("AAA") in accordance with its Wireless Industry Rules and Procedures in effect at the time the Claim is filed. The Rules and Procedures, as well as forms and information on arbitration in general may be obtained by calling **1-800-778-7879**, or by visiting AAA's Web site at www.adr.org. Any arbitration which You attend will take place at a location within the federal judicial district that includes Your billing address at the time the Claim is filed. Upon written request, We will advance to You either all or part of the fees of the AAA and of the arbitrator. The arbitrator will decide whether You or We will ultimately be responsible for these fees. The arbitrator shall apply relevant, substantive law and applicable statutes of limitation and shall provide written reasoned findings of fact and conclusions of law. This arbitration Agreement is made pursuant to a transaction involving interstate commerce and shall be governed by the Federal Arbitration Act, 9 U.S.C. Sections 1, et. seq. If any portion of this arbitration provision is deemed invalid or unenforceable, it shall not invalidate the remaining portions of the arbitration provision. YOU AND WE UNDERSTAND AND AGREE THAT BECAUSE OF THIS ARBITRATION CLAUSE NEITHER YOU NOR WE WILL HAVE THE RIGHT TO GO TO COURT, OR TO HAVE A JURY TRIAL, OR TO PARTICIPATE AS A REPRESENTATIVE OR MEMBER OF ANY CLASS

OF CLAIMANTS PERTAINING TO ANY CLAIM. YOU MAY, HOWEVER, AT YOUR OPTION, PURSUE YOUR CLAIM ON AN INDIVIDUAL BASIS IN SMALL CLAIMS COURT INSTEAD OF REQUESTING ARBITRATION.

State Variations: If You reside in one of the following states, these provisions apply to You:

Arizona: We will not cancel or void this Contract before the expiration of the agreed Contract term due to preexisting conditions, prior use or unlawful acts relating to the Covered Product or misrepresentation by Us or Our subcontractors. Neither We, Our assignees, nor Our subcontractors will cancel or void coverage under this Contract before the expiration of the agreed Contract term due to Our failure to provide correct information or Our failure to perform the Services provided in a timely, competent, and workmanlike manner. If this Contract is terminated before the expiration of the agreed Contract term, no deductions for claims fulfilled will be made to Your refund. If coverage was provided within 30 days of the date purchased and this Contract is cancelled before the expiration of the agreed Contract term, We will refund the purchase price allocable to the remainder of the term of this Contract, prorated on a monthly basis.

Arkansas: If We cancel this Contract before the expiration of the agreed Contract term, We will mail You, at Your last address listed in Our records, written notice at least fifteen (15) days prior to the effective date of cancellation. Such notice shall include the effective date of cancellation and the reason for cancellation. Prior notice is not required if the reason for cancellation is nonpayment of the Contract fee, a material misrepresentation by You to Us or Clearwire, or a substantial breach of duties by You relating to the Clearwire Service or its use.

California: The arbitration provision contained herein does not prohibit a California resident from following the process to resolve complaints as outlined in the California Bureau of Electronic and Appliance Repair (BEAR). To learn more about this process, You may contact BEAR at 1-800-952-5210, or You may write to Department of Consumer Affairs, 3485 Orange Grove Avenue, Suite A, North Highlands, California 95660, or You may visit their website at www.Bear.ca.gov.

Connecticut: In lieu of the Arbitration provision above, You may, if You purchased this Contract in Connecticut, pursue arbitration to settle disputes between You and the provider of this Contract. You may mail Your complaint to: State of Connecticut, Insurance Department, P.O. Box 816, Hartford, Connecticut 06142-0816, Attention: Consumer Affairs. The written complaint must describe the dispute, identify the price of the Cover Product, and include a copy of this Contract.

Florida: The Arbitration provision of this Contract is amended to provide that the Arbitrator's decision and award shall be non-binding on You and on Us. No suit shall be commenced in a federal, state, or local court until such time as both You and We first address Our disagreement in an arbitration proceeding pursuant to the Arbitration provision in this Contract. In the event this Contract is terminated by You before the expiration of the agreed Contract term, return of the purchase price will be based upon 90% of the unearned prorata monthly charge less the value of any Services received. In the event that We terminate this Contract before the expiration of the agreed Contract term, return of the purchase price will be based upon 100% of the unearned pro rata monthly charge.

Georgia: You and We understand and agree that any claim must first be submitted to non-binding arbitration pursuant to procedures set forth in the Arbitration provision of this Contract. Any suit brought will be subject to a stay of the proceeding pending arbitration. Should the attempt to resolve the claim through arbitration prove unsuccessful, then You or We will have the right to submit a claim to a court in the county in which You reside. In the event this Contract is terminated by You before the expiration of the agreed Contract term, return of the purchase price will be based upon 90% of the unearned prorata monthly charge. In the event We terminate this Contract before the expiration of the agreed Contract term, return of the purchase price will be based upon 100% of unearned pro rata monthly charge. We may only terminate this Contract before the end of the agreed Contract term on the grounds of nonpayment of the Contract fee, material misrepresentation or in the event of fraud. The termination shall be in writing and shall conform to the requirements of Georgia Code § 33-24-44. Subsection 2 of the Limitation of Coverage section of this Contract is replaced by the following: Any defects known to You that existed prior to the purchase of this Contract.

Montana: If We cancel this Contract before the expiration of the agreed Contract term, We will mail You, at Your last address listed in Our records, written notice at least five (5) days prior to the effective date of cancellation. Such notice shall include the effective date of cancellation and the reason for cancellation. Prior notice is not required if the reason for cancellation is nonpayment of the Contract fee, a material misrepresentation by You to Us or Clearwire, or a substantial breach of duties by You relating to the Clearwire Service or its use.

Nevada: If this Contract has been in force for a period of seventy (70) days, We may not cancel before the expiration of the agreed Contract term, unless: 1) You fail to pay any amount due; 2) You are convicted of a crime which results in an increase in the Service required under the Contract; 3) You engage in fraud or material misrepresentation in obtaining this Contract; 4) You commit any act, omission, or violation of any terms of this Contract after the effective date of this Contract which substantially and materially increases the Service required under this Contract; or 5) any material change in the nature or extent of the required Service occurs after the effective date of this Contract and causes the required Service to be substantially and materially increased beyond that contemplated at the time You purchased this Contract. Your right to void this Contract during the first 30 days following receipt is not transferable and applies only to the original Contract purchaser. If this Contract is terminated prior to its expiration, no deductions for claims fulfilled will be made to Your refund. If coverage was provided within 30 days of the date purchased and this Contract is cancelled before the expiration of the agreed Contract term, We will refund the purchase price allocable to the remainder of the term of this Contract, prorated on a monthly basis.

New Hampshire: In the event You do not receive satisfaction under this contract, You may contact the New Hampshire Insurance Department at NH Insurance Department 21 South Fruit St., Suite 14, Concord, NH 03301, or (603) 271-2261. **New Mexico:** If this Contract has been in effect at least seventy (70) days, it may not be canceled by Us before the expiration of the agreed Contract term or one (1) year after the effective date of this Contract, whichever occurs first, except on any of the following grounds: (1) failure by

You to pay an amount when due; (2) Your conviction of a crime that results in an increase in the Service required under this Contract; (3) discovery of fraud or material misrepresentation by You in obtaining the service contract or in presenting a claim for Service thereunder; or (4) discovery of either of the following if it occurred after the effective date of the this Contract and substantially and materially increased the Service required under this Contract: (a) an act or omission by You; or (b) a violation by You of any condition of this Contract. No cancellation of this Contract before the expiration of the agreed Contract term may become effective until at least fifteen (15) days after the notice of cancellation is mailed to You. If this Contract is terminated prior to its expiration, no deductions for claims fulfilled will be made to Your refund. If coverage was provided within 30 days of the date purchased and this Contract is cancelled before the expiration of the agreed Contract term, We will refund the purchase price allocable to the remainder of the term of this Contract, prorated on a monthly basis.

North Carolina: You understand that the purchase of this Contract is not required to purchase or to obtain financing for the property covered. We may non-renew, but may not cancel this Contract prior to the expiration of the monthly term except for non-payment by You or for violation of any of the terms and conditions of this Contract.

Oklahoma: The "Cancellation" section is deleted and replaced with the following: You may terminate this Contract at any time for any reason by contacting Us in writing at: Cancellation Department, P.O. Box 110656, Nashville, TN 37222. In the event this Contract is terminated by You before the expiration of the agreed Contract term, return of the purchase price will be based upon 90% of the unearned prorata monthly charge. In the event We terminate this Contract before the expiration of the agreed Contract term, return of the purchase price will be based upon 100% of unearned pro rata monthly charge. **THIS CONTRACT IS NOT ISSUED BY THE MANUFACTURER OR WHOLESALE COMPANY MARKETING THE PRODUCT. THIS CONTRACT WILL NOT BE HONORED BY SUCH MANUFACTURER OR WHOLESALE COMPANY.** Any termination, cancellation, suspension, interruption, or discontinuation of Your Clearwire Service for any reason constitutes cancellation of the Contract by You, subject to the terms and conditions of this Contract.

South Carolina: Any questions concerning the regulation of Us under this Contract or any unresolved complaints (within 60 days of proof of loss) may be directed to the South Carolina Department of Insurance – P.O. Box 100105 Columbia, South Carolina 29202-3105 or (800) 768-3467.

Texas: **If You purchased this Program in Texas, unresolved complaints concerning a provider or questions concerning the registration of a Program provider or administrator may be addressed to the Texas Department of Licensing and Regulations, PO Box 12157, Austin, TX 78711 or (512) 463-2906 or (800) 803-9202.**

Washington: If the Obligor fails to pay or provide Service on a claim after proof of loss has been filed, You are entitled to make a claim directly against Liberty Mutual Insurance Company, 175 Berkley Street, Boston, Massachusetts, 02116, 1-617-357-9500 under the Liberty Mutual Policy and are not required to wait 60 days.

West Virginia: This Contract is not an insurance policy and is not regulated by the Department of Insurance for the State of West Virginia.

Wisconsin: **THIS AGREEMENT IS SUBJECT TO LIMITED REGULATION BY THE WISCONSIN OFFICE OF THE COMMISSIONER OF INSURANCE.** In order to obtain the replacement coverage specified in the Description of Services section, You must call 1-866-397-7180 within one (1) year of the date Your product first fails to operate. There is no administrator for this Contract in Wisconsin. If You cancel this Contract, We will not deduct from the refund for any cost of services received. The section of this Contract entitled "Arbitration" is deleted. You may, however, at Your option, request Us to arbitrate Your claim pursuant to the procedures set forth in the Arbitration section.

Wyoming: If We cancel this Contract before the expiration of the agreed Contract term, We will mail You, at Your last address listed in Our records, written notice at least ten (10) days prior to the effective date of cancellation. Such notice shall include the effective date of cancellation and the reason for cancellation. Prior notice is not required if the reason for cancellation is nonpayment of the Contract fee, a material misrepresentation by You to Us or Clearwire, or a substantial breach of duties by You relating to the Clearwire Service or its use. The Arbitration provision in this Contract is replaced with the following: All disagreements and disputes between You and Us or Clearwire, of every kind, if not resolved by negotiations, shall be resolved by individual arbitration pursuant to the Wyoming Uniform Arbitration Act.