

Terms of Service

Wireless Internet Access Service *Effective August 20, 2009*

THIS WIRELESS INTERNET ACCESS SERVICE AGREEMENT ("AGREEMENT") IS BETWEEN YOU AND CLEAR WIRELESS LLC ("CLEARWIRE"). THIS AGREEMENT IS SOMETIMES REFERRED TO AS THE "TERMS OF SERVICE". BY USING CLEARWIRE'S WIRELESS BROADBAND INTERNET ACCESS SERVICE (THE "INTERNET ACCESS SERVICE"), ANY RELATED OPTIONAL SERVICES (THE "OPTIONAL SERVICES"), OR ANY EQUIPMENT PURCHASED OR LEASED BY YOU FROM CLEARWIRE ("EQUIPMENT"), (THE INTERNET ACCESS SERVICE AND THE OPTIONAL SERVICES ARE COLLECTIVELY REFERRED TO AS THE "SERVICE"), YOU AGREE TO BE BOUND BY AND COMPLY WITH THE FOLLOWING TERMS AND CONDITIONS OF THIS AGREEMENT. THE ADDITIONAL TERMS STATED IN YOUR ORDER CONFIRMATION (WHICH DETAILS THE SERVICE PLAN(S) YOU HAVE AGREED TO PURCHASE) ARE INCORPORATED HEREIN BY REFERENCE AND ARE PART OF THIS AGREEMENT. ALL PORTIONS OF THE TERMS OF SERVICE SET FORTH IN THIS AGREEMENT APPLY TO THE CLEAR AND CLEARWIRE PRODUCTS AND SERVICE, UNLESS OTHERWISE SPECIFIED.

PLEASE READ THIS AGREEMENT CAREFULLY BECAUSE IT INCLUDES MANY IMPORTANT TERMS, INCLUDING:

- LIMITS AND DISCLAIMERS ON CLEARWIRE'S LIABILITY AND WARRANTIES;
- THE REQUIREMENT THAT YOU COMMIT TO A MINIMUM TERM OF SERVICE (except in the case of a Day Pass);
- FEES FOR EARLY TERMINATION;
- THE REQUIREMENT THAT DISPUTES BE SETTLED BY ARBITRATION, AND NOT BY LAWSUIT;
- A WAIVER OF ANY RIGHT TO TRIAL BY JURY OR PARTICIPATION IN A CLASS ACTION; and,
- ADDITIONAL TERMS AND CONDITIONS THAT APPLY TO INTERNET PHONE SERVICE.

1. Agreement Governing Use of Service. The current version of this Agreement (including the Service Plans) can be found at www.clearwire.com/company/legal/terms.htm for Clearwire Service customers and at www.clear.com/company/legal/terms.htm for CLEAR Service customers. Clearwire reserves all rights including the right to revise, amend, or modify this Agreement or any other policy at any time, by sending you an email notification to the email address associated with your account, or by announcing any amendments or modifications in the "Service Announcements" section of the Clearwire website or CLEAR website, which can be found at www.clearwire.com/company/legal/announcements.htm, or www.clear.com/company/legal/announcements.htm, respectively. Such amendments or modifications will become effective on the date we send them to you by email, or the date we announce them on our website, whichever is earlier; afterwards, your continued use of the Service or Equipment will constitute your acceptance of any such amendments or modifications.

However, if you do not wish to continue Service after a change that is materially disadvantageous to you, you may terminate this Agreement by providing written notice to Clearwire within twenty (20) days of the effective date of the modification, and you will not be charged any Early Termination Fee (as described below). Service(s) may require third party software to be installed in order to function. Clearwire shall not be liable for any use or installation of such software. Any third party software installed shall be governed by that third party end user license agreement that can be found at www.clearwire.com/company/legal/eula.htm. By accepting this Agreement, you agree to accept the terms of those third party end user license agreements. Additional terms and conditions for internet phone service can be found at: www.clearwire.com/company/legal/phone_terms.htm.

2. Term of the Service; Termination Fees.

Term of the Service

(a) 24 Hour Pass - If you purchased a twenty-four (24) hour pass (a "Day Pass") to access the Service, you will be able to use the Service for the period described in your order confirmation ("Order Confirmation"). Once your access period expires, you will be required to purchase additional time to continue using the Service. Once the Day Pass period expires or lapses, you will forfeit any unused internet time.

(b) Month to Month Subscriber - If you purchased a monthly subscription, you will be able to use the Service for any consecutive monthly period which has been paid in advance as described in your Order Confirmation. For example, if you purchased a month-to-month subscription and your billing cycle commences on the eighth day of a particular month, then you will be charged on the eighth day of the following month and each month thereafter until your Service is terminated.

(c) Term Subscriber - If you purchased a term subscription, you will maintain Service for the duration of any minimum "Initial Term" (as set forth on the Order Confirmation) and any Renewal Term (defined below). If during the Initial Term or any Renewal Term you decide to change to another Clearwire plan with different rates or features or add Optional Services (such as internet phone service) to your existing Internet Access Service, then you agree that Clearwire may restart the Initial Term or any Renewal Term for the Service, as applicable, from the beginning of such change in plan or addition of service. At the end of an Initial Term or any Renewal Term you will be prompted to let us know if you wish to (i) terminate your Service, (ii) accept a new Service plan for an additional Term (each a "Renewal Term") according to fees in effect at the time of the offering, or (iii) continue to use the Service on a month-to-month basis according to the then-current fee schedule in effect. If you elect option (iii) please be advised that your monthly-rate may be changed by Clearwire at any time to be effective the following month. If you fail to make any election or otherwise fail to respond to our prompt, Clearwire will continue your Service on a month-to-month basis according to the then-current fee schedule in effect, which fee schedule may be changed by Clearwire at any time to be effective the following month.

Termination Fees

Clearwire Service Accounts

If your Internet Access Service was activated with a contract term prior to March 1, 2007 and you terminate that Service for any reason, including relocation outside a coverage area, or that Service is terminated by Clearwire for any violation by you of the Agreement prior to the end of the Initial Term or any Renewal Term, as applicable, you will be liable for an early termination fee of \$180. If your Internet Access Service was activated on or after March 1, 2007 and you terminate that Service for any reason, including relocation outside a coverage area, or that Service is terminated by Clearwire for any violation by you of the Agreement prior to the end of the Initial Term or any Renewal Term, as applicable, you will be liable for an early termination fee of \$220 less (a) \$5 per month for each full month of Service after the beginning of the Initial Term or the Renewal Term, as applicable, prior to such termination if your Initial Term is for two years and (b) \$10 per month for each month of Service after the beginning of the Initial Term or the Renewal Term, as applicable, prior to such termination if your Initial Term is for one year, or (c) such other early termination fee as may be specified on your Order confirmation.

CLEAR Service Accounts

Except as provided below, if your CLEAR account is subject to a minimum Initial Term or Renewal Term and you terminate that Service for any reason, including relocation outside a coverage area, or that Service is terminated by Clearwire for any violation by you of the Agreement prior to the end of the Initial Term or any Renewal Term, as applicable, you will be liable for an early termination fee of \$120 less (a) \$4 per month for each full month of Service after the beginning of the Initial Term or the Renewal Term, as applicable, prior to such termination; or (b) such other early termination fee as may be specified on your Order confirmation.

CLEAR Service Accounts Accessed With Clear 4G + Mobile USB Devices

If your CLEAR account is subject to a minimum Initial Term or Renewal Term and **(i)** you terminate that Service for any reason, including relocation outside a coverage area, or that Service is terminated by Clearwire for any violation by you of the Agreement prior to the end of the Initial Term or any Renewal Term, as applicable, **and (ii)** you purchased from Clearwire a CLEAR 4G+ Mobile USB device that you use to access the Service, you will be liable for an early termination fee of \$200 less (a) \$8 per month for each full month of Service after the beginning of the Initial Term or the Renewal Term, as applicable, prior to such termination; or (b) such other early termination fee as may be specified on your Order confirmation.

Irrespective of the type of account you have, the early termination fees applicable to your Service as described in this Section 2 are sometimes referred to in this Agreement as the "Early Termination Fee."

Terms Applicable to Both Clearwire Service and CLEAR Service Accounts

Subject to applicable law, you expressly agree that all applicable monthly subscription and/or other fees and charges will accrue until this Agreement has terminated, the Services have been disconnected, and all leased Equipment has been returned to Clearwire. Monthly Service fees will not be pro-rated. Upon termination or expiration of this Agreement for any reason, Clearwire and its suppliers reserve the right, to the extent permitted by applicable law, to delete any voicemails, data, files,

electronic messages or other information stored on Clearwire's or its suppliers' servers or systems. Clearwire, its affiliates and their agents and suppliers will have no liability whatsoever as the result of the loss of any such data, names or addresses or other information.

Clearwire reserves the right, in its sole discretion, to waive Early Termination Fees on a case by case basis. From time to time, Clearwire may reasonably require you to cooperate with and consent to remote and/or on-site (i) service level verification, and/or (ii) troubleshooting by Clearwire. You agree that failure to comply with our reasonable requests constitutes grounds for termination of your Service, in which case you will be liable for any Early Termination Fee applicable to your account.

3. Data Plans/Overages - Applicable only to CLEAR Accounts

You will be entitled to use the CLEAR Service for the bandwidth amounts and download speeds (collectively referred to as the "Plan Amount") listed on your Order Confirmation. If you exceed your allotted Plan Amount, Clearwire will automatically charge you and you agree to pay an additional internet service usage fee per gigabyte of additional bandwidth pursuant to the provisions of your Order Confirmation (the "Overage Charge"). Your Plan Amount does not roll-over, but expires at the end of each month with all unused amounts forfeited.

4. Payments and Invoices/Metered Billing. You will make payments to Clearwire for the Service and Equipment using your credit, debit, or other acceptable bank card (the "Card") or through an electronic funds transfer ("EFT") that debits funds directly from a bank account that you designate (EFT not an option for CLEAR Service accounts at this time). You will ensure that the Card and/or EFT-related information you have provided to Clearwire is valid at all times. Failure to provide valid Card information or Card status may result in Service suspension or termination, late charges, re-activation fees, Early Termination Fees, and other fees and charges attributable to you as a result of your failure to timely pay your account balance(s). Fees and charges for Service are contained in the Order Confirmation and your invoice on "My Account" (My Account is Clearwire's web-based account tracking system that allows you to view your account status, pay invoices, and make other changes to your account profile at any time). As part of the order process, or whenever you update your Card information on file with us, Clearwire will pre-authorize two charges on your account with your Card. The first will be for \$1 to test the validity of the Card. The second will be for the estimated amount of the first month's service + tax, or \$45 whichever is greater. Thereafter, Clearwire will bill you, on a monthly basis (except in the case of Day Pass account), for the Service, any Overage Charges, the Equipment (as applicable), installation fees and activation fees, including any Optional Services (as applicable). Monthly charges will be automatically charged to your Card or debited via EFT from your e-check account on record, as specified in any applicable recurring payment plan you enter with Clearwire. You expressly agree that Clearwire may charge your Card all amounts associated with your Clearwire account. You will pay Clearwire all outstanding balances when due.

5. Billing Disputes. You must notify Clearwire in writing no later than thirty (30) days after receiving your Card or bank account statement if you dispute any Clearwire charges on that statement or such dispute will be deemed waived. Clearwire will resolve all billing disputes in its sole discretion.

6. Delinquency/Late Fees.

a. Accounts not paid in full by the due date are subject to suspension or termination by Clearwire. In addition, Clearwire may terminate your Service if your Card expires or the bank account is closed or suspended and you have not provided Clearwire with a valid replacement Card or EFT-related information. In the event of such suspension or termination by Clearwire, you will pay Clearwire any outstanding fees and all collection costs and fees, including reasonable attorneys' fees and late fees, incurred or charged by Clearwire. Clearwire may, but is not required to, reactivate your Service after Service has been suspended or terminated. Before Service may be reactivated, you must pay Clearwire all past due amounts and late payment fees plus a reasonable suspension charge per account to cover Clearwire's administrative costs associated with the termination and applicable taxes, and you may be required to provide Clearwire with a deposit.

b. All delinquent charges and charges not honored by your Card issuer or bank will be subject to a late fee equal to 1.5% (or the highest amount allowed by law, whichever is lower) of the delinquent amount(s) or \$5 per month (or portion of a month), whichever is greater. Except to the extent prohibited by law, this late fee may be charged pending the resolution of any disputes you may have raised regarding your invoiced charges, provided however that any disputed charges which are resolved in your favor will not be assessed a late fee or have the late fee removed from the charges.

7. Availability of Service/Variation of Speed/Maintenance Outages. You acknowledge that Clearwire Service, including any internet phone service, mobile VoIP service or product, may not be available in all areas, and even within coverage areas service availability, quality, signal strength and network speeds may vary, be lower than advertised or be insufficient for use of the Service. You agree to provide Clearwire with the correct address of your primary place of use, which will be used to determine whether adequate coverage is available. You further agree to promptly notify Clearwire of any changes in the primary Service address. In order to provide the best possible service to its customers, Clearwire must perform maintenance on its network. In some cases this may require Clearwire to conduct either a planned or unplanned interruption of the Service. Clearwire will use commercially reasonable efforts to schedule maintenance outages so as to minimize the impact on its customers, but cannot guarantee that your Service will not be interrupted, and cannot always give advance notice of such outages. You acknowledge and agree that Clearwire shall not be responsible for any losses or damages suffered by you as a result of any Service interruptions due to maintenance outages. Please see Section 11 (Credits) and Section 21 (Limitation of Liability) of this Agreement for further restrictions on Clearwire's liability for Service outages. Except as otherwise provided in this Agreement, no refunds or credits will be made for any Service outages.

8. Equipment Provided - Lease. If you lease any Equipment from Clearwire, you must return all leased Equipment in good working order upon the termination or expiration of this Agreement or upon Clearwire's request. If you fail to return all leased Equipment in good working order, reasonable wear and tear excepted, within thirty (30) days after expiration of this Agreement or by the date otherwise specified or requested by Clearwire, you agree to pay Clearwire a "non-return" fee for such Equipment, which you acknowledge is a reasonable estimation of the repair or retail value of the Equipment. In addition, if you do not return the leased Equipment to Clearwire by the required date, you agree to continue paying Clearwire your monthly Internet Access Service charges until you return the Equipment. You hereby irrevocably authorize Clearwire to charge such amounts (the cost of the Equipment and the monthly Internet Access Service charges) to any Card or bank account you provide or previously have provided to Clearwire for any purpose. You understand that this authorization to charge your Card or bank account for failing to return leased Equipment in good working order may not be revoked even if you revoke authorization to charge your Card or bank account for other purposes. Clearwire may replace, upgrade, repair, or otherwise modify any leased Equipment, and will repair or replace (in Clearwire's sole discretion) any properly maintained leased Equipment that fails to operate as required for the delivery of Service. You also acknowledge and agree that the modem you are purchasing/leasing may be refurbished equipment, and there shall be no offset, discount, or other reduction in purchase or lease price. You may not modify leased Equipment in any way or sell, encumber, or otherwise transfer the Equipment to others. This section, including all authorizations herein, will survive expiration or termination of this Agreement for any reason.

9. Equipment and Installation Warranty. Clearwire warrants to you that the Equipment and its installation by Clearwire will be substantially free from material defects, under normal use in compliance with Clearwire's instructions, for a period of one (1) year from the date you receive the Equipment or installation ("Limited Warranty"). This Limited Warranty excludes any defects resulting from abuse, misuse, neglect, theft, vandalism, fire, unusual physical or electrical stress, water, extremes of temperature, an act of God, your failure to comply with Clearwire's policies or other instructions provided by Clearwire, actual or attempted alteration of or additions to the Equipment not approved by Clearwire, or any other cause beyond the reasonable control of Clearwire, all as determined by Clearwire (collectively, "Excluded Causes"). Repair or replacement, in Clearwire's discretion, of the Equipment and reperformance of the installation is Clearwire's only responsibility, and your exclusive remedy, for breach of any warranty regarding the Equipment or the installation, as applicable. This Limited Warranty is personal to you, and will terminate immediately upon the sale or transfer of the Equipment or expiration or termination of this Agreement.

10. Support. You may elect to use the troubleshooting guides and user information provided by Clearwire or available at: www.clearwire.com/support/support.php prior to contacting Clearwire Customer Care for assistance. In the event that you request a service call to your Service location and Clearwire determines that the problem is your responsibility, you authorize Clearwire to charge your Card or bank account or require you to otherwise pay for the cost of the service call.

11. Credits. No credit or adjustment will be made for interruptions or degradations of the Service except as provided for in this Section. In the event of an interruption of the Service that continues for a period of twenty-four (24) hours or more, a credit allowance will be made for an amount not to exceed the prorated monthly charges for your Service during the affected period provided that you request the credit in writing within sixty (60) days of the commencement of the interruption or degradation. The foregoing credit will be your sole and exclusive remedy for any interruption or degradation of the Service. No credit will be

available if the interruption period results from any Excluded Causes set forth in Section 9 (Equipment and Installation Warranty) of this Agreement.

12. Network Management. You acknowledge that speed and bandwidth available to each computer or device connected to the network may vary for reasons including, but not limited to the number of users, computers or devices connected to the network, the amount of data being transferred over the network, and available bandwidth. You also agree that Clearwire reserves the right to engage in reasonable network management to protect the overall network, including detecting malicious traffic patterns and preventing the distribution of viruses or other malicious code, and through techniques such as limiting the aggregate bandwidth available to bandwidth intensive users during periods of congestion. While the determination of what constitutes excessive use depends on the specific state of the network at any given time, excessive use will be determined by resource consumption and not by the use of any particular application. For further information, please refer to Clearwire's Acceptable Use Policy, which may be amended from time to time.

13. Acceptable Use Policy. The Acceptable Use Policy is incorporated into this Agreement as though it is a part of the Agreement. Clearwire reserves the right to immediately restrict, limit, suspend or terminate your Service or terminate this Agreement for any violation of the Acceptable Use Policy, in which case you will forfeit any unused internet time and will not be entitled to a refund.

14. Privacy. Clearwire's Privacy Policy describes how Clearwire may collect and use your personally identifiable and other information, including your customer proprietary network information (CPNI), applicable to internet phone service subscribers, and is available at: www.clearwire.com/company/legal/privacy.htm or www.clear.com/company/legal/privacy.htm, as may be amended.

15. Ownership; No Licenses. The Service and leased Equipment, and any firmware or software used to provide the Service, embedded in any Equipment, or used in connection with the Service (collectively "Software"); all Service information, documents and materials delivered to you by Clearwire or located on Clearwire's website (collectively "Information"); and all names, service marks, trademarks, trade names, logos and domain names (collectively "Marks") of Clearwire are and will remain the sole property of Clearwire and nothing in this Agreement grants you the right or license to use any of such Software, Information, or Marks except for your nonexclusive use of the Software and Information in connection with your personal use of the Service in accordance with the Agreement.

16. Tampering with the Equipment. You must not use with the Service any Equipment that has an altered electronic serial number or equipment identifier or any Equipment that has undergone a factory reset without the express written permission from Clearwire. In addition, you may not use with the Service any serviced, altered, modified, stolen, or tampered Equipment, or permit any other person (unless authorized in advance by Clearwire in writing) to do so.

17. Theft of the Service or Leased Equipment. You must notify Clearwire immediately, in writing or by calling Clearwire Customer Care, if any leased Equipment is lost or stolen or if you become aware at any time that the Service is being stolen or fraudulently used.

18. Credit Reporting Agencies. You authorize Clearwire to ask consumer reporting agencies or trade references to furnish Clearwire with employment and credit information, and you consent to Clearwire's rechecking and reporting personal and/or business payment and credit history, as well as to enter this information in your file and disclose this information concerning you to appropriate third parties for reasonable business purposes. Upon receipt of adverse credit information about you at any time, Clearwire reserves the right to suspend or terminate Service to you or require a deposit for Service, at Clearwire's option.

19. Termination/Discontinuance of Service. Clearwire may suspend or discontinue providing the Service generally, or terminate your Service, either in whole or in part, at any time in its sole discretion. If Clearwire discontinues providing the

Service generally or terminates your Service for a reason other than your breach of this Agreement, you will be responsible only for charges accrued through the date of termination, including a pro-rated portion of the final month's charges, and you will not be charged the Early Termination Fee.

20. DISCLAIMER OF REPRESENTATIONS AND WARRANTIES. THE ONLY WARRANTIES BEING MADE BY CLEARWIRE WITH REGARD TO THE SERVICE AND EQUIPMENT ARE THE EXPRESS LIMITED WARRANTIES SET FORTH IN SECTION 9 OF THIS AGREEMENT. THE CLEARWIRE PARTIES (AS DEFINED BELOW) DISCLAIM ANY AND ALL OTHER REPRESENTATIONS AND WARRANTIES OF ANY KIND, EXPRESS, IMPLIED OR STATUTORY, INCLUDING BUT NOT LIMITED TO ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR USE, AVAILABILITY, NON-INTERFERENCE WITH YOUR ENJOYMENT OF THE SERVICE OR EQUIPMENT, OR NON-INFRINGEMENT. ANY STATEMENTS MADE IN ANY PACKAGING, MANUALS OR OTHER DOCUMENTS NOT EXPRESSLY INCORPORATED HEREIN, OR BY ANY CLEARWIRE EMPLOYEES OR REPRESENTATIVES, ARE PROVIDED FOR INFORMATIONAL PURPOSES ONLY AND NOT AS REPRESENTATIONS OR WARRANTIES OF ANY KIND BY ANY CLEARWIRE PARTIES. CLEARWIRE DOES NOT AUTHORIZE ANYONE TO MAKE A WARRANTY OF ANY KIND ON CLEARWIRE'S BEHALF AND YOU SHOULD NOT RELY ON ANY SUCH STATEMENT. YOU ASSUME ALL RESPONSIBILITY AND RISK FOR USE OF THE SERVICE AND THE EQUIPMENT. THIS SECTION WILL SURVIVE THE TERMINATION OR EXPIRATION OF THIS AGREEMENT FOR ANY REASON. SOME STATES DO NOT ALLOW THE DISCLAIMER OF IMPLIED WARRANTIES, SO THE EXCLUSIONS IN THIS SECTION MAY NOT APPLY TO YOU IN WHOLE OR IN PART.

21. LIMITATION OF LIABILITY.

(A) IN NO EVENT SHALL ANY OF THE CLEARWIRE PARTIES BE LIABLE OR OBLIGATED IN CONNECTION THIS AGREEMENT, UNDER ANY THEORY, WHETHER IN CONTRACT, TORT, NEGLIGENCE, PRIVACY, SECURITY, STRICT OR PRODUCT LIABILITY, BREACH OF WARRANTY, OR OTHER LEGAL OR EQUITABLE THEORY: (I) FOR ANY AMOUNTS IN EXCESS OF THE AGGREGATE OF THE FEES PAID TO CLEARWIRE FOR THE APPLICABLE SERVICE OR EQUIPMENT HEREUNDER DURING THE THREE (3) MONTH PERIOD IMMEDIATELY PRECEDING THE OCCURRENCE GIVING RISE TO LIABILITY; (II) FOR ANY COST OF PROCUREMENT OF SUBSTITUTE GOODS, TECHNOLOGY, SERVICE, PRODUCTS, OR RIGHTS; (III) FOR ANY LOSS OR CORRUPTION OF DATA, DELAYED, DEGRADED OR INTERRUPTED USE OF THE SERVICE OR ACCESS TO THE INTERNET, INABILITY TO MAKE OR COMPLETE CALLS USING THE INTERNET PHONE SERVICE, OR DAMAGE TO ANY HARDWARE, SOFTWARE, OR THE SERVICE LOCATION; (IV) FOR ANY INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE OR CONSEQUENTIAL DAMAGES AND/OR LOST PROFITS; (V) FOR ANY LACK OR BREACHES OF SECURITY OF THE SERVICE OR IN THE STORAGE OR INTEGRITY OF YOUR DATA OR ANY USER'S DATA; OR (VI) FOR ANY DAMAGES ARISING FROM ANY DELAY OR FAILURE IN PERFORMANCE DUE TO EVENTS OR CAUSES OUTSIDE CLEARWIRE'S REASONABLE CONTROL.

(B) THE EXCLUSIONS AND LIMITATIONS IN THIS SECTION SHALL APPLY WHETHER OR NOT CLEARWIRE WAS INFORMED OF THE LIKELIHOOD OF ANY PARTICULAR TYPE OF DAMAGES, AND EVEN IF ANY REMEDY FAILS OF ITS ESSENTIAL PURPOSE. IF YOU ARE DISSATISFIED WITH THE SERVICE OR EQUIPMENT OR IF YOU HAVE ANY OTHER DISPUTE WITH CLEARWIRE, OR CLAIM AGAINST CLEARWIRE, THEN YOUR SOLE AND EXCLUSIVE REMEDY IS TO DISCONTINUE USING THE SERVICE AND ANY LIABILITY WILL BE LIMITED TO THE RECOVERY OF YOUR DIRECT DAMAGES, LIMITED TO THE AMOUNT AND BY THE EXCLUSIONS SET FORTH IN THIS SECTION. THE LIMITATIONS AND EXCLUSIONS IN THIS SECTION WILL SURVIVE THE TERMINATION OR EXPIRATION OF THIS AGREEMENT. SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, OR OTHER MODIFICATIONS OF OR LIMITATIONS TO CERTAIN REMEDIES, SO THE ABOVE EXCLUSION OR LIMITATION MAY NOT APPLY TO YOU, IN WHOLE OR IN PART.

22. Complaint Resolution/Notices. All complaints must be sent to Clearwire Customer Care at the address set forth at (<http://www.clearwire.com/company/contact.php>) or by calling 1.888.253.2794. Clearwire may require you to describe the complaint in writing. Written notices to you from Clearwire will be deemed given: (i) when sent to the email address specified on your Order Confirmation, or such other email address you specify in writing, with at least thirty days prior notice, (ii) three (3) days following the date deposited in the U.S. Mail addressed to your last known address as kept in Clearwire's files, or (iii) the date of delivery or rejection when sent by a nationally recognized courier. You are responsible for notifying Clearwire of any changes in your email and/or mailing address. Written notice to Clearwire will be effective when directed to Clearwire's Customer Care Department and received at the address set forth at <http://www.clearwire.com/company/contact.php>. Except

as provided in this Agreement, notices must be in writing to be effective. You also agree that all correspondence and notice sent to you by Clearwire, including account statements, account status, payment and billing information, and changes to terms of service may be sent by Clearwire electronically to the last email address provided by you.

23. Indemnification. You will defend, indemnify, and hold harmless Clearwire and its affiliates, the agents and suppliers of each, and any of their directors, officers, employees, agents, and shareholders and any other service provider or supplier (collectively, the "Clearwire Parties") against any and all claims, losses, damages, and liabilities arising from the use or misuse of the Service or Equipment by you or by any person you allow to use the Service or Equipment, or any breach of this Agreement by you or associated with Clearwire's installation of Equipment, including, but not limited to, claims by any owner of the Service location. You also agree to reimburse the Clearwire Parties and pay each Clearwire Party's reasonable attorneys' fees and costs related to defending such claims and related to enforcing this Agreement, including any such fees incurred in connection with any appeal. This section will survive termination or expiration of this Agreement for any reason.

24. Assignment and Successors in Interest. All of the provisions of this Agreement will be binding upon, inure to the benefit of, and be enforceable against your respective successors and permitted assigns. Except as specifically stated herein, you may not assign this Agreement or any of your rights, interests, or obligations without the prior written consent of Clearwire. Any such assignment without consent will be void.

25. Entire Agreement/Severability. This Agreement consists of these terms and conditions, the Internet Phone Service Addendum the Order Confirmation, and your Service Plan (each as they may be amended from time to time) and represents the entire agreement and understanding of you and Clearwire regarding the subject matter of this Agreement and supersedes all other representations, whether electronic written, or verbal, regarding the subject matter herein. In the event this Agreement is inconsistent with any document incorporated herein by reference or any other agreement between you and Clearwire, this Agreement will control unless Clearwire has expressly stated or agreed otherwise. In the event that a court of competent jurisdiction determines, in a final non-appealable judgment, that any provision of this Agreement is invalid, illegal, or otherwise unenforceable, such provision will be deleted and the remainder of this Agreement will remain in full force and effect and shall be enforced as nearly as possible in accordance with the stated intention of the parties

26. ARBITRATION; CHOICE OF LAW; STATUTE OF LIMITATIONS; JURY AND CLASS ACTION WAIVER. THIS AGREEMENT WILL BE GOVERNED BY THE LAWS OF THE STATE IN WHICH YOU RESIDE WITHOUT REGARD TO CHOICE OF LAW PRINCIPLES. ALL DISPUTES ARISING UNDER THIS AGREEMENT (OTHER THAN YOUR FAILURE TO MAKE PAYMENTS IN ACCORDANCE WITH THIS AGREEMENT AND ANY ACTION TO COLLECT AMOUNTS DUE TO CLEARWIRE UNDER THIS AGREEMENT, WHICH MAY BE BROUGHT IN ANY COURT OF COMPETENT JURISDICTION) WILL BE SETTLED EXCLUSIVELY BY BINDING ARBITRATION USING THE COMMERCIAL RULES OF THE AMERICAN ARBITRATION ASSOCIATION ("AAA") THEN IN EFFECT. THE PLACE FOR ARBITRATION WILL BE IN THE STATE WHERE THE SERVICE IS PROVIDED. ONE (1) ARBITRATOR SELECTED IN ACCORDANCE WITH THE AAA RULES WHO HAS EXPERTISE IN THE SUBJECT MATTER HEREOF WILL CONDUCT THE ARBITRATION. THE DECISIONS OF THE ARBITRATOR WILL BE BINDING AND CONCLUSIVE UPON ALL PARTIES INVOLVED AND JUDGMENT UPON ANY AWARD OF THE ARBITRATOR MAY BE ENTERED BY ANY COURT HAVING COMPETENT JURISDICTION. THIS PROVISION WILL BE SPECIFICALLY ENFORCEABLE IN ANY COURT OF COMPETENT JURISDICTION. THIS DUTY TO ARBITRATE AND THE PROVISIONS IN THIS SECTION WILL SURVIVE THE TERMINATION OR EXPIRATION OF THIS AGREEMENT FOR ANY REASON. THE ARBITRATOR WILL NOT HAVE ANY AUTHORITY TO AWARD ANY SPECIAL OR PUNITIVE DAMAGES OR ANY OTHER DAMAGES EXCEPT AS PERMITTED BY THIS AGREEMENT. YOU AND CLEARWIRE WAIVE ANY RIGHT TO TRIAL BY JURY OF ANY CLAIMS OR DISPUTES RELATING TO THIS AGREEMENT OR THE SERVICE OR EQUIPMENT. NEITHER PARTY SHALL, AND EACH PARTY WAIVES ANY RIGHT TO, PARTICIPATE IN A CLASS ACTION (INCLUDING ANY CLASS ARBITRATION), EITHER AS A CLASS REPRESENTATIVE OR A CLASS MEMBER, ACT AS A PRIVATE ATTORNEY GENERAL, OR JOIN OR CONSOLIDATE CLAIMS WITH CLAIMS OF ANY OTHER PERSON. YOU AND CLEARWIRE AGREE THAT ANY CLAIM ARISING OUT OF OR RELATED TO THE SERVICE OR THIS AGREEMENT MUST BE COMMENCED WITHIN TWO (2) YEARS AFTER THE CLAIM ARISES, OR THE CLAIM WILL BE PERMANENTLY BARRED. NOTHING IN THIS AGREEMENT WILL PREVENT CLEARWIRE FROM SEEKING CONSERVATORY, PROTECTIVE OR INJUNCTIVE RELIEF WITH RESPECT TO A VIOLATION OF ITS INTELLECTUAL PROPERTY RIGHTS IN ANY COURT OF COMPETENT JURISDICTION PENDING THE OUTCOME OF THE ARBITRATION, OR ENFORCEMENT OR RECOGNITION OF ANY AWARD OR ORDER IN ANY

COURT OF COMPETENT JURISDICTION. IN THE EVENT THAT ANY OF THE TERMS IN THIS SECTION 24 IS HELD TO BE IN CONFLICT WITH A MANDATORY PROVISION OF APPLICABLE LAW, THE CONFLICTING TERM OF THIS SECTION 24 SHALL BE MODIFIED AUTOMATICALLY TO COMPLY WITH SUCH PROVISION AND THE REMAINDER OF THIS SECTION 24 SHALL NOT BE AFFECTED.

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