

TERMS OF SERVICE

WIRELESS INTERNET ACCESS AND RELATED SERVICES

Effective October 30, 2011

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1. Binding Agreement. Please read these Terms of Service ("Terms") carefully. These Terms are a contract between you and Clear Wireless LLC ("Clearwire"). The Terms cover important information about all Clearwire services and equipment, regardless of whether the services and equipment are intended to provide wireless Internet access on the CLEAR-branded network, on the Clearwire- branded network, on another branded ("Future-branded") network for which Clearwire may elect at any time to offer services and/or equipment, or on some combination of these different branded networks. Unless otherwise stated, these Terms apply to all CLEAR-branded, Clearwire-branded, and Future-branded wireless internet access services, including any voice and other related services (collectively, the "Service" or "Services"), and any Clearwire-supplied equipment (regardless of how branded) you use, purchase or lease in connection with the Services, including your modem ("Equipment"). These Terms include provisions governing **fees for early termination** (if you purchased Service prior to October 30, 2011 and are subject to a "Term Commitment", as defined in Section 4(a)(iv) below) and late payments, limitations of liability, privacy, and **resolution of disputes by arbitration instead of in court**. You accept and agree to comply with, and be bound by, these Terms when you (a) sign or otherwise acknowledge (e.g., by checking a box or clicking a button) that you accept on paper or electronically; (b) use Clearwire's Service or Equipment; or (c) start any program that says you are accepting these Terms when doing so, whichever occurs first. **IF YOU DON'T WANT TO ACCEPT THESE TERMS, PLEASE DO NOT DO ANY OF THESE THINGS.**

These Terms incorporate and include the following documents (collectively, the "Other Documents") as part of the contract between you and Clearwire:

- The detailed Service plans that Clearwire, or one of its authorized dealers, provides or refers you to during the sales transaction, and any order confirmation materials and purchase receipt that Clearwire, or one of its authorized dealers, provides or sends to you when (or after) you sign up for Service from Clearwire.
- Third-party end-user license agreements that govern any third-party software incorporated in any Service for which you sign up with Clearwire. These agreements can be found at: <http://www.clearwire.com/legal/end-user-license-agreement>.
- Additional terms and conditions for internet phone service, which can be found at: <http://www.clearwire.com/legal/clearwire-internet-phone-service-addendum>.
- The Acceptable Use Policy ("AUP") describing how you can and cannot use the Service. The AUP can be found at: <http://www.clear.com/legal/aup>.

- Clearwire's Privacy Policy describing how Clearwire may collect and use your personally identifiable and other information. This Privacy Policy can be found at: <http://www.clearwire.com/legal/privacy-policy> or <http://www.clear.com/legal/privacy>.
- Any other policies relating to the Service that Clearwire may choose to develop and implement. These policies may be posted on the www.clear.com web site or the www.clearwire.com web site, or may be sent to you via email, regular U.S. Mail, or any other permissible means.
- Any other applicable terms and conditions, addenda and/or policies posted on Clearwire's "Legal Information Index", which can be found at <http://www.clear.com/company/legal/> and <http://www.clearwire.com/legal/>.

To the extent that these Terms conflict with the provisions of any of these Other Documents, then these Terms shall control, unless Clearwire has expressly stated or agreed otherwise in writing, and the conflicting provisions of the Other Document(s) shall be deemed modified to the minimum extent necessary to be read consistently with these Terms.

2. Clearwire's Right to Change Terms and Your Related Rights.

Clearwire can change any of the Terms (including any documents incorporated within the Terms) at any time. Clearwire will provide you notice of any material changes through your invoice or by e-mail to the most recent email address associated with your Clearwire account. Clearwire additionally will announce any changes in the "Service Announcements" section and/or the "My Account" section of the Clearwire website or the CLEAR website, which you can find at:

<http://www.clearwire.com/legal/service-announcements> and
<http://www.clear.com/legal/announcements>.

Changes will become effective on the date Clearwire sends notice. Except as otherwise provided below, if you continue to use Service or Equipment after Clearwire sends notice, this will mean that you have agreed to be bound by the changes announced in that notice.

If Clearwire makes a change that has a materially disadvantageous effect on your Service, then you may cancel the affected Service, and if your Service plan included an "Early Termination Fee" (sometimes also referred to in these Terms as an "ETF", as defined in Section 4(e) below) and/or a "restocking fee" (as described in Section 4(f) below), then your ability to avoid liability for the payment of such ETF and/or restocking fee shall require that: (a) you call Clearwire's customer service department (at 888-888-3113) within thirty (30) days after Clearwire sends notice of the change; (b) you inform Clearwire in that notice or call that you want to cancel Service because of a materially adverse change to these Terms; and (c) Clearwire concurs (after good faith consideration) that you have been adversely affected by the change it has made in the Service that you want to cancel. If you fail to cancel Service in this manner, then you will be deemed to have accepted the change(s) Clearwire has made in such Service.

3. Service Limitations. This Section 3 describes certain Service availability limitations, variations on speed and bandwidth, service coverage, maintenance outages, how Clearwire manages the network, and credits for Service outages.

a. Availability of Service. The Service, including any internet phone (sometimes known as mobile "Voice Over Internet Protocol" or "VoIP") service or product, may not be available at any or all times in all areas. Even within coverage areas, and for a variety of reasons that may be beyond Clearwire's reasonable control, service availability, quality, signal strength, and network speeds may vary, be lower than advertised, or be insufficient for your desired use of the Service. At the time you purchase Service, you agree to provide Clearwire with the correct address of the primary place where you intend to use the Service. That address will be used to determine whether adequate coverage should be available based on Clearwire's coverage maps. Coverage maps only approximate Clearwire's anticipated wireless coverage area outdoors; actual Service area, coverage and quality may vary and change without notice, depending on a variety of factors, some of which are discussed below. You agree that Clearwire is not liable for problems relating to Service availability or quality, regardless of the cause(s) of these problems. You further agree to promptly notify Clearwire of any changes in the primary Service address. In the event that (i) you provide Clearwire with valid documentation (e.g., a gas, electric or water bill; a driver's license; a statement from a moving van company) reasonably demonstrating that you have moved to a new primary Service address that is located in an area where adequate coverage is not available (based on Clearwire's coverage maps), and (ii) you call Clearwire's customer service department (at 888-888-3113) within sixty (60) days after your move to such new primary Service address, then subject to the next sentence, you may elect to cancel your Service(s) without being obligated to pay any Early Termination Fee that comprised part of your cancelled Service plan. Notwithstanding anything to the contrary contained in the immediately preceding sentence or elsewhere in these Terms, the following provisions will apply: in the event that you purchase a laptop or netbook from us for use in connection with Service that either you cancel, or Clearwire cancels for cause, then even if subsequent to your activation of CLEAR service you have moved to a new primary Service address where adequate coverage is not available (based on Clearwire's coverage maps), you will remain obligated to pay any Early Termination Fee that comprised part of your cancelled Service plan. For purposes of clarity, you specifically understand that your obligation to pay any restocking fee that comprised part of your cancelled Service plan shall remain unaffected by your move to a new primary Service address, regardless of whether that new address is located in an area where adequate coverage is not available.

b. Maintenance. To provide the best possible service to its customers, Clearwire periodically performs 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 in a way that minimizes the impact on customers, but Clearwire 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 (of any kind) that may be suffered by you as a result of any Service interruptions due to maintenance outages.

c. Network Management. Clearwire reserves the right to engage in reasonable network management to protect the overall integrity of its network, including detecting malicious traffic patterns and attempting to prevent the distribution of viruses or other malicious code, and through techniques such as reducing the aggregate bandwidth available to excessive bandwidth

users during periods of congestion. While the determination of what constitutes excessive use depends on the specific state of the network at a particular location at any given time, excessive use will be determined primarily by resource consumption. For further information, please refer to Clearwire's Acceptable Use Policy, posted at <http://www.clear.com/legal/aup>, which forms a material part of, and is incorporated by reference within, these Terms.

d. VARIATIONS OF SPEED; SERVICE QUALITY DISCLAIMER. THE SPEED AND BANDWIDTH AVAILABLE TO EACH COMPUTER OR DEVICE CONNECTED TO THE CLEARWIRE NETWORK, AND HENCE THE QUALITY OF THE SERVICE, MAY VARY FOR MANY REASONS, WITHIN OR BEYOND CLEARWIRE'S CONTROL, INCLUDING WITHOUT LIMITATION: (i) THE NUMBER OF USERS, COMPUTERS OR DEVICES CONNECTED SIMULTANEOUSLY TO THE NETWORK, AND THE TYPES OF USAGE IN WHICH THEY ARE ENGAGED; (ii) THE AMOUNT OF DATA BEING TRANSFERRED OVER THE NETWORK, (iii) NETWORK SIGNAL QUALITY; (iv) PERFORMANCE CAPABILITIES OF YOUR EQUIPMENT AND THE EQUIPMENT OF THIRD PARTIES; (v) TERRAIN AND FOLIAGE; (vi) WEATHER AND ATMOSPHERIC CONDITIONS; AND (vii) BUILDING STRUCTURE AND MATERIALS. NEITHER CLEARWIRE, NOR ITS AFFILIATES, AGENTS OR SUPPLIERS, WARRANT OR REPRESENT THAT THE EQUIPMENT OR SERVICE (A) WILL MEET YOUR REQUIREMENTS OR (B) WILL BE UNINTERRUPTED, WITHOUT DELAY, ERROR-FREE, OR FREE FROM SERVICE DEGRADATION.

e. Credits. Clearwire's sole liability for interruptions or degradations of the Service shall be as set forth in this Section 3(e). In the event of an interruption of the Service that continues for a consecutive period of twenty-four (24) hours or more, Clearwire will credit your account for an amount equal to the prorated charges (including any applicable taxes) for your Service during the affected period, provided that you **must** request the credit within fifteen (15) days of the commencement of the Service interruption or degradation. Such request may be made by a telephone call to Clearwire's customer service department (at 888-888-3113). Alternatively, Clearwire may elect in its sole discretion to issue credits to customers for Service problems. No credit will be available if the interruption or degradation period results from any "Excluded Causes", as described in Section 6(d) below (Equipment Warranty). Any credit that Clearwire issues to you pursuant to this Section 3(e) may be used by you for/toward future Service that you order or purchase from Clearwire; provided, however, that you specifically acknowledge and understand that such credit shall not be refundable to you, in whole or in part, under any circumstances. **THIS SECTION 3(e) SETS FORTH YOUR SOLE AND EXCLUSIVE REMEDIES FOR ANY INTERRUPTION OR DEGRADATION OF THE SERVICE.**

4. Term of Service; Rate Plan Pricing Feature; Termination; Term Extensions; and Early Termination Fees.

a. Term of Service. Clearwire may offer the Service on an hourly basis, a daily basis, other fixed short term (e.g., seven (7) consecutive days; thirty (30) consecutive days; etc.), month-to-month subscription, or term subscription basis. The following is a description of these service offerings:

(i) 2-Hour Pass; 24-Hour Pass. If you purchase a two (2)-hour pass (?2-Hour Pass?) or 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 the acceptance materials that you receive as part of your sales transaction, or in your order confirmation or purchase receipt. Once your 2-Hour Pass period or your Day Pass period (as applicable) expires, you will forfeit any unused internet time during that period, and you will be required to purchase additional time to continue using the Service.

(ii) Fixed Short Term. In addition to the two (2)-hour period and the twenty-four (24) -hour period described in Section 4(a)(i) above, Clearwire may elect (in its sole discretion) to afford you the opportunity to access the Service for another fixed, short-term period or "session" (e.g., seven (7) consecutive days; thirty (30) consecutive days; etc.). In that situation, you will be able to use the Service for the period described in the acceptance materials that you receive as part of your sales transaction (which materials may be in the form of a stored-value card or electronic PIN), or in your order confirmation or purchase receipt. Once such period expires, you will forfeit any unused internet time during that period, and you will be required to purchase additional time to continue using the Service; provided, however, that Clearwire may elect (in its sole discretion) to provide you with the option to pre-authorize the automatic continuation of your Service for consecutive rolling periods of the same length as the initial Service period, in which case Clearwire, at the commencement of each such period, will charge your "Card" (as defined in Section 5(a) below), or other Clearwire-approved payment method, for (A) the amount that you paid for the initial Service period or (B) any different amount to which you theretofore may have consented; and, provided further, that you will have the right at any time to opt-out of such automatic continuation of your Service.

(iii) Month-to-Month Subscriber. If you purchase a month-to-month subscription to the Service, you will be able to use the Service for any consecutive monthly period that has been paid in advance, as described in the acceptance materials that you receive as part of your sales transaction, or on your order confirmation or purchase receipt. For example, if you purchase a month- to-month subscription and your billing cycle begins on the eighth day of the month, then you will be charged on the eighth day of the following month and each month thereafter, and your Service will continue to be provided for consecutive monthly periods as long as you continue paying in a timely way.

(iv) Term Subscriber. Some of the Services that we offered, and that you may have purchased, prior to October 30, 2011 require you to maintain Service with Clearwire for a minimum period, usually two (2) years ("Term Commitment"). After you have satisfied the Term Commitment for any such Service, that Service will continue on a month-to-month basis and will not be subject to an Early Termination Fee (or restocking fee, as applicable); provided, however, that if prior to October 30, 2011 you either (A) agreed to a new Term Commitment or (B) extended your initial Term Commitment for that Service as a result of making changes to the Service or accepting one or more offers, discounts, or promotions (e.g., an additional rate plan feature) in exchange for extending your Term Commitment, then you will have become subject to a new Early Termination Fee (or restocking fee, as applicable), the details of which will be set forth on your new order confirmation or purchase receipt.

b. Rate Plan Pricing Feature. At certain times and in certain markets, Clearwire may offer to new customers a promotional rate plan that sets forth a lifetime or "For Life" rate. Any such lifetime or "For Life" rate refers solely to the Service, and not to any Equipment purchase or rental, and is subject to certain additional conditions contained in the acceptance materials, order confirmation, or receipt for your Service purchase. If a lifetime or "For Life" rate applies to your Service, you specifically acknowledge and understand that this is a pricing feature of your rate plan, and not a guarantee that Clearwire (or any other entity) will continue providing the particular Service you have purchased, at the location where you have purchased the Service. Any such lifetime or "For Life" rate is limited to the life of the Clearwire account. **CHANGES THAT YOU MAKE TO YOUR CLEARWIRE RATE PLAN OR ACCOUNT MAY INVALIDATE A LIFETIME OR "FOR LIFE" OFFER.**

c. Cancellation by You. You can cancel any or all Services, at any time by calling Clearwire's customer service department, at 888-888-3113 (or if you purchased CLEAR- branded Service from and after October 30, 2011, by visiting the retail location where you originally purchased such Service), and telling Clearwire to deactivate the Service; provided, however, and as explained in greater detail in subsection 4(g) below, that any entitlement by you to a refund of any Service fee that you previously have paid shall apply solely, and on a one (1)-time only basis, if (i) you are a new Clearwire customer who purchases Service from and after October 30, 2011, (ii) your initial Service session is in the form of a monthly rate plan, and (iii) you cancel such initial monthly Service session within fifteen (15) days after the commencement thereof, by either calling Customer Care (at 888-888-3113) or visiting the retail location where you originally purchased your CLEAR Service. After you cancel any or all Services in this manner, Clearwire no longer will charge any monthly Service fees (or any Service fees covering any other period of time) to your "Card" (as defined in Section 5(a) below), bank account, or other Clearwire-approved method of payment. However, subject solely to subsection 4(g) below, you are responsible for all charges for Services (if applicable) and Equipment leasing incurred prior to the date of deactivation of your cancelled Service(s) (including, without limitation, any Early Termination Fee or restocking fee that may apply if you purchased Service prior to October 30, 2011). If you deactivate Service(s) before the end of a billing period (or before the end of any individual, stand-alone, time-based or usage-based Service session that you may have purchased), then subject solely to (A) the limited monthly Service fee (and monthly Equipment lease fee, if applicable) proration entitlement for certain qualified customers who are exercising their "Return Policy" right as described in Section 4(f) below, and (B) the limited, one-time-only monthly Service fee refund entitlement for certain qualified customers who are exercising their Return Policy right as described in Section 4(g) below, Clearwire will not prorate charges for that billing period (or Service session, as applicable) or issue you a credit for any portion of that billing period (or Service session, as applicable).

IF, AS A CUSTOMER WHO PURCHASED CLEAR-BRANDED, CLEARWIRE-BRANDED, OR OTHER FUTURE-BRANDED SERVICE PRIOR TO OCTOBER 30, 2011, YOU AGREED TO MAINTAIN SERVICE WITH CLEARWIRE FOR A MINIMUM TERM COMMITMENT AND YOU CANCEL YOUR SERVICE BEFORE THE END OF THIS TERM COMMITMENT, YOU MAY BE SUBJECT TO AN EARLY TERMINATION FEE OR A RESTOCKING FEE, AS DESCRIBED MORE FULLY IN SECTIONS 4(e) and 4(f) BELOW.

Upon termination of Service for any reason, Clearwire may, to the extent permitted by applicable law, delete any voicemails, data, files, electronic messages, or other information stored on Clearwire's or its suppliers' servers or systems. Also upon termination of Service for any reason, if you have been a Clear internet phone service customer whose telephone number (associated with that service) previously had been transferred to Clearwire from another voice service provider, then (in accordance with applicable federal regulations) such telephone number will be automatically and permanently returned for reassignment to the numbering pool of the original voice service provider; it specifically being understood that Clearwire may not be able to recover such telephone number even if you (i) decide to reinstate your Service with Clearwire (or with an acquirer, transferee or assignee of, or successor to, Clearwire's internet phone service) or (ii) express your intent to establish internet phone service with another voice service provider. You agree that the "Clearwire Parties" (as defined in Section 15 below) will have no liability whatsoever for (A) the loss of any such data, names, addresses, or other information and/or (B) if you have been a Clear internet phone service customer, the inability (for whatever reason) to maintain your existing telephone number or to transfer such telephone number to a new voice service provider.

d. Termination by Clearwire. CLEARWIRE MAY LIMIT, SUSPEND OR TERMINATE YOUR SERVICE OR ANY AGREEMENT BETWEEN CLEARWIRE AND YOU WITHOUT NOTICE FOR ANY GOOD CAUSE, INCLUDING, WITHOUT LIMITATION, upon receipt of adverse credit information about you at any time (but only if you purchased Service prior to October 30, 2011), or if you or any user on your account: (i) breaches these Terms; (ii) pays late; (iii) provides credit information that Clearwire is unable to verify; (iv) provides Clearwire with any inaccurate or incomplete information; (v) damages or tampers with, or allows anyone else to damage or tamper with, any Equipment; (vi) incurs charges greater than any billing or credit limitation on your account (even if Clearwire has not yet billed for those charges); (vii) transfers Service to another person without Clearwire's advance written consent; (viii) becomes insolvent, goes bankrupt, or threatens bankruptcy (except as prohibited by law); (ix) uses the Service in a way that violates Clearwire's Acceptable Use Policy, any other agreement you may have with Clearwire, or any other policy affecting your Service that Clearwire may choose to develop and implement; or (x) otherwise acts in a malicious or unsavory manner; provided, however, that potential suspension and/or termination of your Service by reason of adverse credit information or pursuant to subsection (iii) above shall not apply to the extent that you have purchased Service from Clearwire after October 29, 2011.

IF AS A CUSTOMER WHO PURCHASED CLEAR-BRANDED, CLEARWIRE-BRANDED, OR OTHER FUTURE-BRANDED SERVICE PRIOR TO OCTOBER 30, 2011, YOU AGREED TO MAINTAIN SERVICE WITH CLEARWIRE FOR A TERM COMMITMENT, AND IF CLEARWIRE TERMINATES YOUR SERVICE FOR CAUSE BEFORE THE END OF THIS TERM COMMITMENT, YOU MAY BE SUBJECT TO AN EARLY TERMINATION FEE AND/OR RESTOCKING FEE, AS DESCRIBED MORE FULLY IN SECTIONS 4(e) AND 4(f) BELOW.

Upon termination of Service for any reason, Clearwire may, to the extent permitted by applicable law, delete any voicemails, data, files, electronic messages, or other information stored on

Clearwire's or its suppliers' servers or systems. Also upon termination of Service for any reason, if you have been a Clear internet phone service customer whose telephone number (associated with that service) previously had been transferred to Clearwire from another voice service provider, then (in accordance with applicable federal regulations) such telephone number will be automatically and permanently returned for reassignment to the numbering pool of the original voice service provider; it specifically being understood that Clearwire may not be able to recover such telephone number even if you (i) decide to reinstate your Service with Clearwire (or with an acquirer, transferee or assignee of, or successor to, Clearwire's internet phone service) (ii) express your intent to establish internet phone service with another voice service provider. You agree that the "Clearwire Parties" (as defined in Section 15 below) will have no liability whatsoever for (A) the loss of any such data, names, addresses, or other information and/or (B) if you have been a Clear internet phone service customer, the inability (for whatever reason) to maintain your existing telephone number or to transfer such telephone number to a new voice service provider.

e. Early Termination Fees; Restocking Fees (not applicable to Service purchased from and after October 30, 2011). If you purchase any Service under a rate plan requiring you to maintain Service for a Term Commitment, **THEN UNLESS STATED OTHERWISE IN THESE TERMS OR ON YOUR ORDER CONFIRMATION, AN EARLY TERMINATION FEE (OR A RESTOCKING FEE, AS APPLICABLE) WILL APPLY IF YOU CHOOSE TO CANCEL YOUR SERVICE BEFORE THE END OF YOUR TERM COMMITMENT, OR IF CLEARWIRE TERMINATES YOUR SERVICE FOR CAUSE BEFORE THE END OF YOUR TERM COMMITMENT.** The Early Termination Fee (or restocking fee, as applicable) is part of Clearwire's rates, is not a penalty, and applies only to the extent permitted by law. Clearwire will disclose your initial Term Commitment and the amount of the Early Termination Fee (or the amount of the restocking fee, as applicable) in the Service plan description that you receive as part of the sales transaction or on your order confirmation or purchase receipt. All Early Termination Fees (but not any restocking fee) will decline over the life of the then-existing Term Commitment, as potentially extended pursuant to Section 4(a)(vii) above. To view the applicable Early Termination Fee amounts and tables showing how the Early Termination Fee declines over time, visit: www.clear.com/legal/etf.

f. Return Policy for Services and Devices Purchased Prior to October 30, 2011. You may cancel CLEAR-branded, Clearwire-branded, or other Future-branded Service without paying an Early Termination Fee (or a restocking fee, as applicable) if you cancel **WITHIN THIRTY (30) DAYS** of initially signing up for such Service (the "Return Period"). With regard to any cancellation by you of CLEAR-branded, Clearwire-branded, or other Future-branded Service, then you remain responsible to pay for the Service and all charges, fees and taxes (including any Equipment lease fee, but excluding any Early Termination Fee or restocking fee) incurred during the Return Period through the date of cancellation. To cancel CLEAR-branded or Clearwire-branded Service during the Return Period, you must **within the Return Period**, call Clearwire's customer service department (at 888-888-3113) and give Clearwire notice of your intention to cancel Service. In addition, once you have cancelled Clear-branded, Clearwire-branded, or other Future-branded Service, you will be obligated immediately to return, in undamaged condition and in good working order, any Equipment you purchased or leased at the time of activation (i.e., with original packaging and all contents intact). Unless an authorized representative of

Clearwire's customer service department expressly instructs you otherwise, you should use the electronic, prepaid mailing label that Clearwire emails to you in order to return the Equipment to Clearwire at the address set forth on that label. If you cancel the Clear-branded or Clearwire-branded Service during the Return Period and you return the leased Equipment, in undamaged condition and in good working order, to Clearwire within thirty (30) days of your Service cancellation date, then you will not be charged any "Device Non-Return Fee" (as described in Section 6(b) below) with respect to such leased Equipment. However, if you fail (for whatever reason) to return any and all leased Equipment, in undamaged condition and in good working order, to Clearwire within thirty (30) days of your Service cancellation date and otherwise in accordance with the provisions of this Section 4(f), then as further discussed in Section 6(b) below, you additionally shall be responsible for the payment to Clearwire of Device Non-Return Fee in an amount equal to the lesser of (i) the then-fair market value of the Equipment or (ii) the then-applicable "Device Non-Return Fee" amount for such particular leased Equipment, as set forth at www.clear.com/legal/etf. Clearwire shall be entitled to automatically charge the amount of the Device Non-Return Fee to your "Card" (as defined in Section 5(a) below), bank account, or other method of payment that you have provided to Clearwire for any purpose. For customers of Clear-branded, Clearwire-branded, or other Future-branded service who have purchased Equipment from Clearwire, then provided that you (A) comply with each of the requirements discussed above for cancelling Service within the Return Period ("Return Policy") and (B), return the purchased Equipment to Clearwire (in undamaged condition and in good working order) within thirty (30) days of your Service cancellation date, you will be entitled to receive a refund of the Equipment purchase price (including any taxes that you paid thereon), less (I) rebates received (or applied for) and (II) shipping costs. Notwithstanding anything to the contrary contained in this Section 4(f) or elsewhere in these Terms, if (1) you have purchased Equipment from Clearwire in the form of a laptop or netbook, (2) you cancel Service pursuant to the Return Policy described herein, and (3) you fail (for whatever reason) to return such laptop or netbook, in undamaged condition and in good working order, to Clearwire within thirty (30) days of your service cancellation date and otherwise in accordance with the provisions of this Section 4(f), then you shall remain responsible for the payment to Clearwire of the Early Termination Fee(s) that comprised part of your cancelled rate plan. Clearwire shall be entitled to automatically charge the amount of such Early Termination Fee(s) to your Card, bank account, or other method of payment that you have provided to Clearwire for any purpose.

g. Return Policy for Services and Devices Purchased From and After October 30, 2011. If you purchase your Equipment directly through www.clear.com or another Clearwire-authorized retail sales channel, you become dissatisfied with your Service or Equipment (for any reason), and you consequently elect to cancel your Service within thirty (30) days after the date on which you purchased your Equipment, then provided that you return your purchased Equipment (in undamaged condition and in good working order, and together with your original Equipment purchase receipt or other Equipment proof of purchase) within thirty (30) days from your cancellation date, you will be entitled to receive a refund (which refund may be in the form of a Visa Gift card or other similar instrument, the redemption and use of which Card or instrument shall be governed by the terms, conditions and restrictions set forth or referenced on such Card or instrument) of your Equipment purchase price (including taxes thereon, but excluding shipping and rebate amounts). You may cancel your Service by (i) calling Clearwire's customer service department, at 888-888-3113, or (ii) visiting the retail location where you originally

purchased your Service. You may return your purchased Equipment (A) via the prepaid mailing label that Clearwire emails to you or (b) to the retail location where you originally purchased the Equipment. If you return the Equipment in damaged condition or in poor working order as the sole result of a manufacturer's defect (as determined by Clearwire in its sole discretion), then that fact in itself will not disqualify you from receiving a refund of your Equipment purchase price, provided that you otherwise satisfy each of the requirements set forth in this subsection 4(g).

If you initially purchase and activate Service, in the form of a monthly rate plan, directly through www.clear.com or another Clearwire-authorized retail sales channel and you become dissatisfied with your Service (for any reason), then solely on a one (1)-time only basis with respect solely to such initial Service purchase and activation, you additionally shall be entitled to cancel your Service within fifteen (15) days after the start of such initial monthly Service period and to obtain a refund (which refund may be in the form of a Visa Gift card or other similar instrument, the redemption and use of which Card or instrument shall be governed by the terms, conditions and restrictions set forth or referenced on such Card or instrument) of the Service fee (including any applicable taxes thereon) that you previously paid for such initial monthly Service period. You may cancel your Service by (I) calling Clearwire's customer service department, at 888-888-3113, or (II) visiting the retail location where you originally purchased your Service. For purposes of clarification, you acknowledge, agree and understand that this initial Service fee return policy does not apply if the initial Service that you purchase and activate is in the form of a 2-hour rate plan, a daily rate plan, a weekly rate plan, or any other rate plan of a time increment other than monthly.

Except as expressly set forth above in this subsection 4(g), the timely exercise of your right pursuant to this subsection 4(g) to seek a refund of your Equipment purchase price and/or your initial monthly Service fee shall not relieve you of your responsibility to pay any and all other taxes and charges (including, without limitation, any applicable shipping and/or activation fees) that you may have incurred through the date of your cancellation of Service.

5. Billing for Services. This Section 5 describes how Clearwire bills you for Service and Equipment, overage charges applicable to certain CLEAR accounts, and Clearwire's rights if you do not timely pay in full for Service or Equipment or if your account is delinquent.

a. How You Will Be Billed. You will pay 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; provided, however, that EFT is not presently an option for CLEAR-branded Service accounts for the purchase of individual, stand-alone, time-based or usage-based Service sessions; and, provided further, that Clearwire subsequently may permit (in its sole discretion) the purchase of individual, stand-alone, time-based or usage-based Service sessions by means of cash and/or another method of payment that Clearwire subsequently may elect to authorize. The Card and/or EFT-related information (if applicable) you have provided to Clearwire must be valid and up to date (i.e., not expired) at all times. If your Card information or Card status is not valid and up to date, your account balance(s) will not be timely paid, and Clearwire may suspend or terminate the Service

for cause and/or charge you late charges, re-activation fees, and/or any applicable Early Termination Fees or restocking fees (as described in Sections 4(e) and 4(f) above).

Clearwire has web-based account tracking systems called "My Account" for customers of CLEAR-branded, Clearwire-branded, or other Future-branded Service. These systems allow you to view your account status and any credit balance, pay invoices (or in the case of customers who are not subject to a Term Commitment, purchase a particular period(s) or "sessions(s)" of Service), and make other changes to your account profile at any time. My Account is located at: <https://www.clear.com/my-account/signin>. Fees and charges for Service are set forth in your order confirmation (or your purchase receipt, as applicable) and your invoices on "My Account". Clearwire disclaims any and all liability, and you relieve Clearwire from any and all liability, in the event of (i) errors or omissions in information displayed on My Account or (ii) your inability to access My Account (for any reason) during any particular period (s). You specifically acknowledge and understand that Clearwire does not produce, mail or otherwise send paper invoices to its customers. Rather, your invoices/statements that are viewable on My Account and that Clearwire may send to you via email are the sole forms of Clearwire Service and Equipment invoices/statements that currently are available to you. You are entitled and encouraged to access and print out copies of your most recent invoices from My Clear (or, if applicable, your most recent statements from My Rover). In certain states, you additionally may be entitled to request paper invoices from Clearwire, and Clearwire will honor any such written requests that Clearwire receives in conformance with the "Notice" provisions contained in Section 14(c) below.

As part of the order process, or whenever you update your Card information on file with Clearwire, Clearwire will pre-authorize two charges on your account with your Card. The first will be for Two Dollars (\$2.00) to test the validity of the Card. (This Two Dollar (\$2.00) sum is not actually charged to your Card, but rather serves as a temporary hold that the Card-issuing bank should release within 10-15 days.) The second will be for the estimated amount of your first month's Service, plus applicable taxes. As an additional part of the order process, customers of CLEAR-branded, Clearwire-branded, or other Future-branded Service who is subject to a Term Commitment or otherwise on a recurring monthly automatic payment schedule, then after the initial month of Service, and subject solely to the immediately preceding sentence, and to the cancellation provisions of these Terms Clearwire will invoice you, on a monthly basis, for the Service (including any add-on features), any "Overage Charges" (as defined in Section 5(b) below), and any Equipment Clearwire leases to you. As stated above, these invoices will be available to you solely in "My Account" or by means of an email that Clearwire may elect to send to you.

For a customer of CLEAR-branded, Clearwire-branded, or other Future-branded Service who is subject to a Term Commitment or otherwise on a recurring monthly automatic payment schedule, monthly charges will be automatically charged to your Card (or debited via EFT from your e-check account on record, if and as applicable), as specified on the order confirmation or purchase receipt that Clearwire provides to you. As a customer of CLEAR-branded, Clearwire-branded, or other Future-branded Service who is subject to a Term Commitment or otherwise on a recurring monthly automatic payment schedule, you agree that Clearwire may charge your

Card (or debit via EFT, if and as applicable) all amounts owed in connection with your Clearwire account, and you further agree to pay in full to Clearwire all outstanding balances when due.

For customers purchasing an individual, stand-alone, time-based or usage-based Service session, for which no Term Commitment applies, charges for the particular Service session purchased will be satisfied first by means of an automatic reduction of any credit balance that may be available in your account. If such credit balance is less than the outstanding charges, then the difference between those two amounts will be charged to your Card. As a customer purchasing an individual, stand-alone, time-based or usage-based Service session, for which no Term Commitment applies, you agree that Clearwire may reduce your account credit balance by, and (if necessary) charge your Card for, all amounts owed in connection with your Clearwire account, and you further agree to pay in full to Clearwire all outstanding balances when due. You acknowledge that to the extent that any portion of your account credit balance results from (A) your placement of cash funds into your account and/or (B) Clearwire's issuance to you of an account credit (e.g., as an accommodation/resolution in a billing or Service dispute between Clearwire and you), then that portion of your account credit balance is usable toward future Service sessions that you may order or purchase from Clearwire but is not refundable to you under any circumstances.

b. Data Plans/Overages If you subscribe to a CLEAR-branded, Clearwire-branded, or other Future-branded sService for one or more monthly periods or monthly Service sessions, then with the sole exception of any CLEAR 4G service for which the monthly bandwidth amount is listed specifically as "unlimited" in your Service plan description or on your order confirmation or purchase receipt, you will be entitled to use each such Service for the respective monthly bandwidth amounts (the "Plan Amount") listed in your Service plan description or on your order confirmation or purchase receipt. Upon reaching your Plan Amount during any monthly billing period or monthly Service session, then in accordance with the terms of your particular rate plan, as set forth in your Service plan description (that you receive as part of the sales transaction) or on your order confirmation or purchase receipt, one of the following provisions will apply: either (i) you will be precluded from continuing to access and use the Service (i.e., through the end of your then-current monthly billing period or monthly Service session) unless and until you purchase additional data in an amount then being offered for sale by Clearwire; or (ii) Clearwire automatically will charge you, and you agree to pay, an additional internet service usage fee per megabyte (or fraction thereof) or per gigabyte (or fraction thereof) of additional bandwidth consumed through the end of your then-current monthly billing period or monthly Service session (the "Overage Charge"). The rate for this Overage Charge will be as set forth in your Service plan description (that you receive as part of the sales transaction) or on your order confirmation or purchase receipt. Regardless of whether provision (i) above or provision (ii) above applies, your Plan Amount does not roll-over from month to month, but rather expires in its entirety at the end of each monthly billing period. You should read and familiarize yourself with Clearwire's Acceptable Use Policy, which (as stated above) forms a material part of these Terms and which sets forth examples of permissible and non-permissible uses of the Service.

c. Suspension or Termination for Non-Payment. If you do not pay your account in full by any

due date, whether under your billing cycle or otherwise, then at any time thereafter, unless your past due account balance (including any late payment fees and other amounts that Clearwire contractually or legally is entitled to charge) has been brought to zero, then Clearwire may suspend or terminate the Service and Clearwire additionally may suspend the ability to use the Equipment that you have purchased for use in association with your suspended or terminated Service. Furthermore, Clearwire may terminate your Service if your Card expires or your bank account is closed or suspended (as applicable), to the extent that you are subject to a Term Commitment or otherwise on a recurring monthly automatic payment schedule, you have not provided Clearwire with a valid replacement Card (or valid EFT-related information, if and as applicable). In the event of such suspension or termination by Clearwire, you promptly will pay to Clearwire any and all outstanding fees and all collection costs and fees, including a reasonable suspension fee (as determined in Clearwire's sole discretion), reasonable attorneys' fees and late fees (and further including, in the event of termination of any CLEAR-branded, Clearwire-branded, or other Future-branded Service for which a Term Commitment applies, any applicable Early Termination Fee and/or restocking fee) incurred or charged by Clearwire. Clearwire may, but is not required to, reactivate your Service if you bring your account current after Service has been suspended or terminated; provided, however, that if (i) you have purchased Service in the form of a time-based or usage-based rate plan for which no Term Commitment applies, (ii) your Clearwire account has been suspended pursuant to this Section 5(c), (iii) you fail to bring such account current within thirty (30) days after such suspension date, and (iv) you are in the midst of a particular Service session on such suspension date, then you will forfeit any theretofore unused time or bandwidth (as applicable) in such Service session. Before Service may be reactivated, you must pay Clearwire all past due amounts, late payment fees, and applicable taxes, plus a reasonable suspension/termination charge (as determined by Clearwire) per account to cover Clearwire's administrative costs associated with the suspension/termination. In addition, if you are subject to a Term Commitment or otherwise on a recurring monthly automatic payment schedule, then you may be required to provide Clearwire with a deposit (in an amount determined by Clearwire, within then-prevailing industry parameters) as a condition to reactivating your Service. Notwithstanding any reactivation of your Service, and as set forth in Section 4(d) above, if you were a Clear internet phone service customer whose telephone number (associated with that service) previously had been transferred to Clearwire from another voice service provider, then upon the termination of your Service by reason of your non-payment of any amount(s) due to Clearwire (and in accordance with applicable federal regulations), such telephone number will be automatically and permanently returned for reassignment to the numbering pool of the original voice service provider, and Clearwire may not be able to recover such telephone number. You agree that the "Clearwire Parties" (as defined in Section 15 below) will have no liability whatsoever for the inability (for whatever reason) to maintain such telephone number or to transfer such telephone number to a new voice service provider.

d. Delinquency/Late Fees. 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 percentage or dollar amount that is allowed by applicable law, whichever is lower) of the delinquent amount or Five Dollars (\$5.00) per month (or portion of a month), whichever is greater. Except to the extent prohibited by applicable law, Clearwire may charge a late fee pending the resolution of any disputes you may have raised regarding your invoiced charges, provided that Clearwire will reverse late fees

with respect to any charges that subsequently are removed from your account as a result of the dispute process being resolved in your favor.

6. Equipment. This Section 6 describes your responsibilities with respect to leased Equipment (if applicable), including the Device Non-Return Fee and restrictions on tampering with Equipment. This Section 6 also provides the sole warranty relating to purchased Equipment and describes what you should do if Equipment is lost or stolen.

a. Term of Equipment Lease (not applicable to Service purchased from and after October 30, 2011). If you lease Equipment from Clearwire, then your lease of that Equipment shall be on a month-to-month basis, even if your Service plan description includes a Term Commitment (as defined in Section 4(a)(iii) above).

b. Return of Leased Equipment; Device Non-Return Fee(not applicable to Service purchased from and after October 30, 2011). If you lease Equipment from Clearwire, you must return all leased Equipment, undamaged and in good working order, within thirty (30) days after termination of Services or within thirty (30) days after written notice from Clearwire to return the Equipment (e.g., in connection with an exchange or upgrade of leased equipment, in which case the written notice to return the previously leased equipment may be sent via email in advance of, or in accompaniment of, the prepaid mailing label that is emailed to you for use in returning such previously leased Equipment), whichever occurs sooner. If you do not return all leased Equipment, undamaged and in good working order, reasonable wear and tear excepted, within thirty (30) days after termination of Services or after Clearwire's written request (as applicable), then as previously discussed in Section 4(f) above, you agree that Clearwire may charge you, and you agree to pay to Clearwire, the Device Non-Return Fee in an amount equal to the lesser of (i) the then-fair market replacement value of the Equipment or (ii) the then-applicable "Device Non-Return Fee" amount for such particular leased Equipment, as set forth at <http://www.clear.com/legal/etf>. You authorize Clearwire to charge such amounts to any Card, bank account, or other method of payment you provide, or previously have provided, to Clearwire for any purpose (but not to any such previously provided Card or bank account that you have notified us is closed or no longer valid). You may not revoke this authorization to charge your Card or bank account for any failure to timely return leased Equipment, undamaged and in good working order, even if you notify us of your intent to cancel your Service or otherwise revoke authorization to charge your Card, bank account, or other method of payment for other purposes. In addition, if you fail to return to Clearwire (for whatever reason) any leased Equipment, undamaged and in good working order (reasonable wear and tear excepted), within thirty (30) days after the earlier of (A) termination of Services or (B) written notice from Clearwire to return such leased Equipment, then in addition to incurring and being responsible for the payment of the applicable Device Non-Return Fee for such leased Equipment, you shall become subject to the immediate and permanent ?deactivation? of such leased Equipment, whereby such leased Equipment no longer will be able to access or connect to the Internet regardless of the entity that is providing Internet service to you.

c. Repair or Replacement of Leased Equipment; Refurbished Equipment; Non-Transfer of Leased Equipment. Clearwire may replace, upgrade, repair, or otherwise modify any leased Equipment, and Clearwire will repair or replace any properly maintained leased Equipment that

fails to operate as required for the delivery of Service. Clearwire may supply a refurbished modem for purchase or lease, but there will be no offset, discount, or other reduction in purchase or lease price for that reason. You may not modify leased Equipment in any way or sell, encumber, or otherwise transfer the leased Equipment to any other person or entity.

d. Warranty on Purchased Equipment. If you purchased your Equipment from Clearwire or another Clearwire-authorized retail sales channel, your Equipment is covered by a limited warranty from its manufacturer. This manufacturer's limited warranty provides that your Equipment will be substantially free from material defects, under normal use in compliance with the manufacturer's and Clearwire's instructions, for one of the following applicable periods: (i) with respect to new Equipment, for a period of one (1) year from the date you receive the Equipment; and (ii) with respect to refurbished Equipment, for a period of ninety (90) days from the date you receive the Equipment ("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, use of the Equipment by an unauthorized person, your failure to comply with the Equipment manufacturer's or Clearwire's policies or with any other instructions provided by the Equipment manufacturer or Clearwire, actual or attempted alteration of or additions to the Equipment not explicitly approved in advance (in writing) by the Equipment manufacturer and Clearwire, or any other cause beyond the reasonable control of the Equipment manufacturer and Clearwire, all as reasonably determined by the Equipment manufacturer and Clearwire (collectively, "Excluded Causes"). Repair or replacement of the Equipment, in Clearwire's discretion, and reperformance of the installation of the Equipment are Clearwire's only responsibility, and your exclusive remedy, for breach of any warranty regarding the Equipment. This Limited Warranty is personal to you, and will terminate immediately upon the sale or transfer of the Equipment or expiration or termination of the Service (for any reason). Neither your Equipment manufacturer, Clearwire, nor any other party makes any other warranty, express or implied, with regard to the Equipment. For additional restrictions and details regarding this Limited Warranty, please read the full Limited Warranty description posted at www.clear.com/legal/warranty.

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

f. Theft or Fraudulent Use of the Service; Loss or Theft of Equipment. If your Equipment is lost or stolen, or if you become aware at any time that the Service has been stolen or is being fraudulently used, it is very important that you notify Clearwire immediately, so that Clearwire can suspend your Service (and the ability to use any Equipment that you have purchased or leased for use in association with that Service) in order to prevent further usage and limit your liability. You can do this by (i) logging into My Account (at <https://clear.com/my-account/signin>) to request a suspension of your Service or (ii) calling Clearwire's customer service department at (888) 888-3113. Once you notify Clearwire, Clearwire will suspend your Service (i.e., until you possess replacement Equipment usable with the Service or such fraudulent

activity has ceased, as applicable), and you will not be responsible for charges incurred with the lost or stolen Equipment during that period of suspension. If you purchased Service prior to October 30, 2011 and a Term Commitment applies to your Service, then you will be obligated to fulfill the remainder of your Term Commitment, which will be deemed extended by the full duration of the period that your Service is suspended; and, if you do not fulfill the remainder of your Term Commitment, then the Early Termination Fee (or the restocking fee, as applicable) will become due and will be chargeable automatically by Clearwire to your Card (or through an EFT, if and as applicable).

7. Support. Prior to contacting Clearwire's customer service for assistance, you may elect to use the troubleshooting guides and user information provided by Clearwire, or available at www.clear.com/support/faq. If you request a service call to your Service location and Clearwire determines that the problem is your responsibility, then Clearwire reserves the right to charge you a reasonable fee for the cost of the technician's service call, and you hereby pre-authorize Clearwire to charge that fee to your Card or bank account. If you desire to file a warranty claim pursuant to Section 6(d) above, please call Clearwire's customer service department (at (888) 888-3113) or follow the warranty claim submission instructions which are set forth at www.clear.com/legal/warranty.

8. Privacy; Business Relationship Consent.

a. Privacy Policy. Clearwire's Privacy Policy (posted at www.clear.com/legal/privacy) describes how Clearwire may collect and use your personally identifiable and other information, including your customer proprietary network information (CPNI), applicable to internet data and phone service subscribers. Clearwire's Privacy Policy constitutes part of these Terms.

b. Consent to Business Relationship. When you sign up for the Service, and as part of your business relationship with Clearwire, you will be asked to provide a telephone number. Regardless of whether this is a wired or wireless number or whether this number is listed on the Do-Not-Call Registry, you consent to being contacted by Clearwire (and/or its designated agents) at this number, for any purpose (including sales, marketing and promotional offers) and by any means (including autodialed or prerecorded voice calls and text messages). In this regard, you specifically acknowledge and understand that you may incur, and will bear sole responsibility for, charges related to these incoming calls or messages.

9. Ownership; No Licenses; Third Party Software. 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; all Service information, documents and materials delivered to you by Clearwire or located on the www.clearwire.com website or the www.clear.com website; and all names, service marks, trademarks, trade names, logos, domain names, and patents of Clearwire (collectively, the "Clearwire Assets"), are and will remain the sole property of Clearwire (and/or its affiliate). Nothing in these Terms grants you the right or license to use any of the Clearwire Assets, except on a non-exclusive basis in connection with your personal use of the Service in strict compliance with each of these Terms. The Service 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's end-user license agreement (see the listing of "Other Documents" under Section 1 above). By accepting these Terms, you agree to accept the terms of those third-party end-user license agreements and to look solely to the provider(s) of such third-party software to handle and resolve any problems or issues relating to the use or installation of any such third-party software.

10. Credit Reporting Agencies (not applicable with respect to Service purchased from and after October 30, 2011). You authorize Clearwire to ask trade references and (if you are seeking to sign up for Service on other than a month-to-month, weekly, Day Pass, or 2-Hour Pass basis) consumer reporting agencies to furnish Clearwire with employment and credit information about you, and you consent to Clearwire's rechecking and reporting personal and/or business payment and credit history, as well as to Clearwire's entering this information in your file and to disclosing this information concerning you to appropriate third parties for allowable business purposes. You understand that a credit inquiry could adversely affect your credit rating. You authorize Clearwire to report your payment record to credit-reporting agencies.

11. Disclaimers and Limitation of Liability. This Section 11 includes important statements about the scope of the sole warranty made to you and a description of certain things for which Clearwire will not be liable in connection with the Service.

(a) DISCLAIMER OF REPRESENTATIONS AND WARRANTIES. THE ONLY WARRANTY BEING MADE ABOUT THE SERVICE AND EQUIPMENT IS THE MANUFACTURER'S EXPRESS LIMITED WARRANTY SET FORTH IN SECTION 6(d) ABOVE. THE CLEARWIRE PARTIES (SEE THE "DEFINITIONS" IN SECTION 15 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 (SEE "OTHER DOCUMENTS"), AND ANY STATEMENTS MADE 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. SOME STATES DO NOT ALLOW THE DISCLAIMER OF IMPLIED WARRANTIES, SO THE EXCLUSIONS IN THIS SECTION 11 MAY NOT APPLY TO YOU, IN WHOLE OR IN PART.

(b) LIMITATION OF LIABILITY.

THE CLEARWIRE PARTIES SHALL NOT BE LIABLE OR OBLIGATED IN CONNECTION WITH THESE TERMS, UNDER ANY THEORY, WHETHER IN CONTRACT, TORT, NEGLIGENCE, PRIVACY, SECURITY, STRICT OR PRODUCT

LIABILITY, BREACH OF WARRANTY, OR OTHER LEGAL OR EQUITABLE THEORY, FOR:

- ANY AMOUNTS IN EXCESS OF THE TOTAL FEES PAID TO CLEARWIRE FOR THE SERVICE OR EQUIPMENT DURING THE SIX (6)-MONTH PERIOD IMMEDIATELY PRECEDING THE OCCURRENCE GIVING RISE TO LIABILITY;
- ANY COST OF PROCUREMENT OF SUBSTITUTE GOODS, TECHNOLOGY, SERVICE, PRODUCTS, OR RIGHTS;
- ANY LOSS OR CORRUPTION OF DATA; DELAYED, DEGRADED OR INTERRUPTED USE OF THE SERVICE OR ACCESS TO THE INTERNET (SUBJECT SOLELY TO THE PROVISIONS OF SECTION 3(e) ABOVE); INABILITY TO MAKE, COMPLETE OR RECEIVE CALLS USING THE INTERNET PHONE SERVICE; OR DAMAGE TO ANY HARDWARE, SOFTWARE, OR THE SERVICE LOCATION;
- ANY INDIRECT, CONSEQUENTIAL, INCIDENTAL, PUNITIVE, EXEMPLARY, OR SPECIAL DAMAGES AND/OR LOST PROFITS OF ANY KIND OR AMOUNT, INCLUDING, WITHOUT LIMITATION, ANY SUCH DAMAGES OR LOST PROFITS THAT MAY ARISE FROM OR RELATE TO THE INABILITY OF CLEARWIRE (FOR WHATEVER REASON) TO TRANSFER AND MAINTAIN YOUR EXISTING TELEPHONE NUMBER (i) FROM ANOTHER VOICE SERVICE PROVIDER WHEN YOU DESIRE TO TRANSFER SUCH TELEPHONE NUMBER FOR USE IN CONNECTION WITH YOUR ESTABLISHMENT OF INTERNET PHONE SERVICE WITH CLEARWIRE OR (ii) FOR ANOTHER VOICE SERVICE PROVIDER WHEN YOUR INTERNET PHONE SERVICE WITH CLEARWIRE IS TERMINATED (BY YOU OR BY CLEARWIRE, FOR ANY REASON, INCLUDING YOUR NON-PAYMENT OF ANY AMOUNT(S) DUE TO CLEARWIRE) AND YOU ARE SWITCHING TO SUCH OTHER VOICE SERVICE PROVIDER;
- ANY LACK OR BREACHES OF SECURITY OF THE SERVICE OR IN THE STORAGE OR INTEGRITY OF YOUR DATA OR ANY OTHER USER'S DATA; OR
- ANY DAMAGES ARISING FROM ANY DELAY OR FAILURE IN PERFORMANCE DUE TO EVENTS OR CAUSES OUTSIDE OF CLEARWIRE'S REASONABLE CONTROL.

THE EXCLUSIONS AND LIMITATIONS CONTAINED IN THIS SECTION 11 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. SUBJECT SOLELY TO YOUR RIGHTS AS EXPRESSLY SET FORTH IN SECTIONS 3(e) AND 6(d) ABOVE, 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 (SUBJECT TO YOUR OBLIGATION TO PAY ANY EARLY TERMINATION FEE AND/OR RESTOCKING FEE APPLICABLE TO YOUR SERVICE PLAN AND ANY OTHER CHARGES THERETOFORE INCURRED IN CONNECTION WITH YOUR USE OF 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 11. SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, OR OTHER MODIFICATIONS OF OR LIMITATIONS ON CERTAIN REMEDIES, SO THE ABOVE EXCLUSION OR LIMITATION MAY NOT APPLY TO YOU, IN WHOLE OR IN PART.

12. Indemnification. You will defend, indemnify, and hold harmless the Clearwire Parties from and against any and all claims, demands, actions, causes of action, judgments, liabilities, damages, losses, injuries, costs and expenses arising from (a) the use or misuse of the Service or Equipment by you or by any person you allow to use the Service or Equipment, or (b) any breach of these Terms by you, including, but not limited to, claims by any owner of the primary location where you use the Service. You also agree to pay each Clearwire Party's reasonable attorneys' fees and costs related to prosecuting or defending such claims and to enforcing these Terms, including any and all such fees incurred in connection with any appeal.

13. Disputes. This section describes what rights you and Clearwire possess if you and Clearwire have a dispute.

a. Your Right to Dispute Charges or Services. If you have a dispute about your invoice/statement/purchase receipt, including any charge to your account or any Service for which you were billed, you agree to notify Clearwire of the dispute within thirty (30) days after the initial posting on My Account of the invoice/statement/purchase receipt on which the disputed charge or Service first appears. Such notice shall be in the form of a writing to Clearwire at its following customer service address: <http://www.clearwire.com/company/contact-us>. **IF YOU DO NOT PROVIDE WRITTEN NOTICE OF YOUR DISPUTE TO CLEARWIRE AT THIS ADDRESS WITHIN THIS TIME PERIOD, THEN YOU AGREE THAT YOU HAVE FOREVER WAIVED YOUR RIGHT TO DISPUTE THE INVOICE, CHARGE OR SERVICE, AND THAT YOU CANNOT PURSUE OR PARTICIPATE IN ANY LEGAL OR EQUITABLE ACTION, IN COURT, ARBITRATION, MEDIATION, OR OTHERWISE REGARDING THE DISPUTE OR RAISING THE DISPUTE AS A DEFENSE.** Unless otherwise provided by law, you must pay disputed charges until the dispute is resolved. If you accept a credit, refund, or other compensation or benefit that Clearwire offers to resolve a disputed invoice, charge or Service, then you agree that the issue has been fully and finally resolved.

b. You Agree to Provide Clearwire an Opportunity Informally to Resolve Your Dispute. Before you may pursue or participate in any dispute (or raise such dispute as a defense) in court or arbitration against Clearwire for any claims, including claims related in any way to Clearwire Service, Equipment, these Terms, billing, privacy, advertising, or Clearwire's communications with you, you must first send a written description of your claim to Clearwire Escalations at the following address: 5520 Industrial Boulevard, Milton, Florida 32583, and you must allow Clearwire a reasonable opportunity to resolve your dispute. Your written notice must describe the problem in reasonable detail, and identify or enclose all relevant documents and information. You and Clearwire agree to negotiate in good faith with each other to try to resolve your claim. If you and Clearwire do not reach a resolution of your dispute within sixty (60) days after Clearwire receives your written notice of claim, you may pursue your claim in arbitration or, solely to the extent specifically provided below, in court.

c. Arbitration. You and Clearwire agree to arbitrate all disputes between the parties, except as provided in this subsection Arbitration is more informal than a lawsuit in court. Arbitration uses a neutral arbitrator instead of a judge or jury, allows for more limited discovery than in court, and is subject to very limited review by courts. Arbitrators can award the same damages and relief that a court can award. This arbitration agreement covers any dispute arising out of or relating to any aspect of the relationship between you and Clearwire, whether based in contract, tort, statute, fraud, misrepresentation or any other legal theory, even if the claim arises or may arise before or after the period(s) during which you are receiving Service from Clearwire. For purposes of this arbitration provision, references to "Clearwire," "you," and "us" include Clearwire, the Clearwire Parties, and each such entity's respective subsidiaries, affiliates, agents, employees, predecessors-in-interest, successors, and assignees. The Terms evidence a transaction in interstate commerce, and the Federal Arbitration Act governs the interpretation and enforcement of this subsection (c).

Notwithstanding the arbitration agreement set forth in the immediately preceding paragraph, if you fail to pay in full any amounts you owe when they are due, Clearwire may assign your account for collection, and Clearwire and/or the collection agency may pursue in court claims limited to the collection of past due amounts and any interest or cost of collection permitted by law or these Terms. (However, Clearwire disclaims any and all liability, and you relieve Clearwire from any and all liability, with respect to the conduct of any such collection agency.) In addition, Clearwire may seek injunctive relief in any court with respect to any violation of the patent, trademark, service mark, copyright, trade secret, and/or other intellectual property rights of Clearwire or of any third party.

YOU MAY CHOOSE TO PURSUE YOUR CLAIM IN COURT AND NOT BY ARBITRATION if: (i) your claim qualifies for small claims court in a location where jurisdiction and venue over you and Clearwire is proper, in which case you may initiate proceedings in small claims court; or (ii) **YOU OPT OUT OF THESE ARBITRATION PROCEDURES WITHIN THIRTY (30) DAYS FROM THE DATE YOU FIRST ACTIVATE ANY SERVICE WITH CLEARWIRE (THE "OPT-OUT DEADLINE")**. You may opt out by calling Clearwire's customer service department, at (888) 888-3113, before the Opt-Out Deadline.

Either you or Clearwire may start an arbitration proceeding by sending to the other, by certified mail, a letter requesting arbitration ("Demand"). If you start the arbitration, you must send the Demand to Clearwire's registered agent, CSC Corporation, at 2711 Centerville Road, Suite 400, Wilmington, DE 19808. The Demand must (A) describe the nature and basis of the claim or dispute and (B) set forth the relief sought. The American Arbitration Association's ("AAA") Commercial Arbitration Rules and the Supplementary Procedures for Consumer-Related Disputes (collectively, the "AAA Rules"), as modified by these Terms, will govern the arbitration. The AAA Rules are available online at www.adr.org, or by calling the AAA at 1-800-778-7879. If your claim is for \$10,000 or less, we agree that you may choose whether the arbitration will be conducted solely on the basis of documents submitted to the arbitrator, through a telephonic hearing, or by an in-person hearing under the AAA Rules. If your claim exceeds \$10,000, the right to a hearing will be determined by the AAA Rules. Regardless of the

manner in which the arbitration is conducted, the arbitrator shall issue a reasoned written decision sufficient to explain the essential findings and conclusions on which the award is based.

Upon you or Clearwire filing an arbitration demand, Clearwire will pay all filing, administration, and arbitrator fees, unless your claim exceeds \$75,000. If you initiate an arbitration in which you seek more than \$75,000 in damages, the AAA rules will govern the payment of these fees. All issues are for the arbitrator to decide, except that issues relating to the scope and enforceability of the arbitration provision are for a court to decide. Unless Clearwire and you agree otherwise in writing, any arbitration hearings will take place in the county (or parish) in which your most recent billing address (as provided to Clearwire) is located.

One arbitrator, who is selected under the AAA Rules and who has expertise in consumer disputes in the wireless industry, will conduct the arbitration. If no arbitrator possessing such expertise is available, then the arbitration will be conducted by a single arbitrator who is selected by the mutual written approval of you and Clearwire. The decisions of the arbitrator will be binding and conclusive on all parties. Judgment upon any award of the arbitrator may be entered by any court of competent jurisdiction. This provision will be specifically enforceable in any court. **THE ARBITRATOR MUST FOLLOW THIS AGREEMENT AND CAN AWARD THE SAME DAMAGES AND RELIEF AS A COURT (INCLUDING ATTORNEYS' FEES).**

You or Clearwire must bring any claim arising out of or related to these Terms, or the relationship between you and Clearwire, within two (2) years after the claim arises, or the claim will be permanently barred. To the extent the law applicable under Section 13(d) below makes this limitations period unenforceable with respect to any claim(s), then the statutes of limitations of the State whose laws govern these Terms under Section 13(d) shall apply.

YOU AND CLEARWIRE AGREE THAT ANY DISPUTE RESOLUTION PROCEEDINGS WILL BE CONDUCTED ONLY ON AN INDIVIDUAL BASIS AND NOT IN A CLASS OR REPRESENTATIVE ACTION. NEITHER YOU NOR CLEARWIRE SHALL BE A MEMBER IN A CLASS, CONSOLIDATED, OR REPRESENTATIVE ACTION OR PROCEEDING, AND THE ARBITRATOR MAY AWARD RELIEF ONLY IN FAVOR OF THE INDIVIDUAL PARTY SEEKING RELIEF AND ONLY TO THE EXTENT NECESSARY TO PROVIDE RELIEF WARRANTED BY THAT PARTY'S INDIVIDUAL CLAIM.

IF YOU TIMELY OPT OUT OF THE ARBITRATION PROVISION IN THE MANNER DESCRIBED ABOVE, THEN THE WAIVER OF THE RIGHT TO PARTICIPATE IN A CLASS ACTION WILL NOT APPLY TO YOU. CLEARWIRE DOES NOT CONSENT TO CLASS ARBITRATION; ACCORDINGLY, IF A COURT REFUSES TO ENFORCE THIS SUBSECTION 13(c), THEN THE AGREEMENT TO ARBITRATE SHALL BE UNENFORCEABLE AS TO YOU. WHETHER A CLAIM PROCEEDS IN COURT OR IN ARBITRATION, YOU AND CLEARWIRE HEREBY WAIVE ANY RIGHT TO A JURY TRIAL.

d. Governing Law. These Terms, and any disputes arising between you and Clearwire related in

any way to these Terms, Clearwire's Service, or Clearwire's Equipment, including but not limited to disputes over billing, service, privacy, advertising, or Clearwire's communications with you, whether based on contract, tort, statute, or common law, will be governed by the laws of the State in which your most recent billing address (as provided to Clearwire) is located, without regard to choice of law principles.

14. Miscellaneous.

a. Assignment and Successors in Interest. These Terms will be binding upon, inure to the benefit of, and be enforceable against your respective successors and permitted assignees. You may not assign these Terms, or any of your rights, interests, or obligations in connection with your use of the Service, without seeking and obtaining the prior written consent of Clearwire in each instance. Any such assignment without such consent will be void and of no force and effect.

b. Entire Agreement/Severability. For customers of CLEAR-branded, Clearwire-branded, or any other Future-branded Service, the Terms consist of (i) the terms and conditions set forth in this document and (ii) the Other Documents posted at www.clear.com/legal/index, each as they may be amended from time to time by Clearwire (or in the case of third-party end-user license agreements, by the owner of such licensed software). The Terms comprise the entire agreement and understanding of you and Clearwire regarding the Service and Equipment and supersede and supplant all other representations, whether electronic, written or verbal, regarding the subject matter of these Terms. To the extent that these Terms conflict with the provisions of any other agreement between you and Clearwire, then these Terms shall control, unless Clearwire has expressly stated or agreed otherwise in writing, and the conflicting provisions of the other agreement shall be deemed modified to the minimum extent necessary to be read consistently with these Terms. If a court determines, in a final non-appealable judgment, that any provision of these Terms is invalid, illegal, or otherwise unenforceable, such provision will be deleted and the remainder of the Terms shall be enforced as nearly as possible in accordance with the stated intention of the parties, except to the extent otherwise provided in the arbitration provisions contained in Section 13(c) above.

c. Notices. Written notices to you from Clearwire will be deemed given

- when sent to the email address specified on your order confirmation, or such other email address as you subsequently provide in writing to Clearwire (with any request by you that Clearwire disregard an email address that you previously provided to Clearwire to be made by calling Clearwire's customer service department at (888) 888-3113 and with Clearwire to be afforded a minimum of thirty (30) days to abide by such request);
- three (3) days following the date deposited in the U.S. Mail addressed to your last known street/ mailing address as maintained in Clearwire's files; or,
- the date of delivery or rejection when sent by a nationally recognized courier to your last known street/ mailing address as maintained in Clearwire's files.

You are responsible for promptly notifying Clearwire of any changes in your email and/or street/ mailing address. Written notice to Clearwire will be effective when directed to Clearwire's customer service department and received at the address set forth at

<http://www.clearwire.com/company/contact-us>. Except as specifically provided in these Terms, notices from you to Clearwire must be in writing to be effective. You also agree that all correspondence and communications sent to you by Clearwire, including account statements, account status, payment and billing information, and changes to these Terms, may be sent by Clearwire electronically to the email address most recently provided by you.

d. Survival. The rights, obligations, and commitments in the Terms that, by their nature, would logically continue beyond the termination of Services (including, but not limited to, those relating to billing, payment, disclaimer and limitation of liability, indemnification, return of leased equipment, dispute resolution, no class action, no jury trial), shall be deemed to survive termination of Services.

15. Definitions.

"Clearwire" means Clear Wireless LLC.

"Clearwire Parties" means Clearwire and its parent, subsidiaries and affiliates, and the directors, officers, employees, shareholders, agents, and suppliers of each such entity.

"ETF" means the Early Termination Fee, per device (leased or purchased from Clearwire), that your particular Service plan may require you to pay to Clearwire if: (a) you are signed up for Service under a rate plan requiring a Term Commitment, and (b) (i) you elect to cancel your Service (for any reason), or (ii) Clearwire terminates your Service for cause, before the end of the Term Commitment. The amount of the ETF that you potentially may owe to Clearwire shall be as set forth in your Service plan description (that you receive as part of your sales transaction) or on your order confirmation or receipt.

"Initial Term" means the first fixed period of time for which you sign up for Service, as set forth in your Service plan description (that you receive as part of your sales transaction) or on your order confirmation or purchase receipt.

"Renewal Term" means any fixed period of time, after the Initial Term, for which you sign up for Service.

16. Contacting Clearwire. Clearwire encourages questions and comments from its customers. If you desire to ask any questions or to seek and obtain additional information concerning the Service, please either (a) visit www.clear.com/support/index, where you will find various FAQs and relevant contact information, or (b) call (888) 888-3113 between 9 a.m. and 10 p.m., Monday through Friday. Clearwire will work hard to meet and exceed your expectations by responding to your inquiries as promptly, courteously, and comprehensively as reasonably possible.

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TERMS OF SERVICE

WIRELESS INTERNET ACCESS AND RELATED SERVICES

Effective October 30, 2011

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1. Binding Agreement. This section (a) confirms your agreement to comply with these Terms of Service ("Terms") in order to use Clearwire services and (b) describes the other documents that, together with these Terms, comprise part of these Terms.

2. Clearwire's Right to Change Terms and Your Related Rights. This section describes how these Terms may be changed and what your rights are with regard to these changes.

3. Service Limitations. This section describes service availability limitations, variations on speed and bandwidth, service coverage, maintenance outages, how Clearwire manages its network, and remedies for service outages.

4. Your Term of Service; Rate Plan Pricing Feature; Termination; Term Extensions; Early Termination Fees; Return Policy; Restocking Fee; Device Equipment Non-Return Fee. This section describes how long you can use Clearwire service, how you can cancel Clearwire service, when Clearwire can terminate its service to you, and if you purchased service prior to October 30, 2011, fees you may have to pay for early termination of Clearwire service.

5. Billing for Service. This section describes how Clearwire intends to bill you, overage charges that may be applicable to certain Clearwire accounts, and Clearwire's rights if you do not pay Clearwire for service or if your account is delinquent.

6. Equipment. This section describes the nature of your equipment lease (if applicable) and your responsibilities with respect to leased equipment, including the device non-return fee, and restrictions on tampering with equipment. This section also sets forth the limited warranty on purchased equipment and describes what you should do if purchased or leased equipment is lost or stolen.

7. Support. This section links to a support website that you can use before calling Clearwire's customer service department.

8. Privacy; Business Relationship Consent. This section describes and links to Clearwire's Privacy Policy, and additionally describes certain aspects of your business relationship with Clearwire.

9. Ownership; No Licenses; Third Party Software. This section provides information on ownership of certain intellectual property, including software and trademarks.

10. Credit Reporting Agencies. If you purchased service prior to October 30, 2011, this section describes when Clearwire can get credit information about you and how Clearwire may use this information.

11. Disclaimers and Limitation of Liability. This section includes important statements about the scope of the warranties Clearwire makes to you and a description of certain things for which Clearwire will not be liable in connection with its services.

12. Indemnification. This section describes when you must indemnify Clearwire from certain losses and liabilities.

13. Disputes. This section describes how you and Clearwire will deal with any disputes that may arise. Please note: In particular, this section explains your right to opt out of arbitration

procedures and to pursue in Court any claims that you may have against Clearwire.

14. Miscellaneous. This section sets forth miscellaneous legal terms and conditions, including how you and Clearwire must send legal notices to each other.

15. Definitions. This section tells you what some of the capitalized words in these Terms mean.

16. Contacting Clearwire. This section tells you how to contact Clearwire if you have any questions or desire any information with regard to Clearwire's services.

1. Binding Agreement. Please read these Terms of Service ("Terms") carefully. These Terms are a contract between you and Clear Wireless LLC ("Clearwire"). The Terms cover important information about all Clearwire services and equipment, regardless of whether the services and equipment are intended to provide wireless Internet access on the CLEAR-branded network, on the Clearwire- branded network, on another branded ("Future-branded") network for which Clearwire may elect at any time to offer services and/or equipment, or on some combination of these different branded networks. Unless otherwise stated, these Terms apply to all CLEAR-branded, Clearwire-branded, and Future-branded wireless internet access services, including any voice and other related services (collectively, the "Service" or "Services"), and any Clearwire-supplied equipment (regardless of how branded) you use, purchase or lease in connection with the Services, including your modem ("Equipment"). These Terms include provisions governing **fees for early termination** (if you purchased Service prior to October 30, 2011 and are subject to a "Term Commitment", as defined in Section 4(a)(iv) below) and late payments, limitations of liability, privacy, and **resolution of disputes by arbitration instead of in court**. You accept and agree to comply with, and be bound by, these Terms when you (a) sign or otherwise acknowledge (e.g., by checking a box or clicking a button) that you accept on paper or electronically; (b) use Clearwire's Service or Equipment; or (c) start any program that says you are accepting these Terms when doing so, whichever occurs first. **IF YOU DON'T WANT TO ACCEPT THESE TERMS, PLEASE DO NOT DO ANY OF THESE THINGS.**

These Terms incorporate and include the following documents (collectively, the "Other Documents") as part of the contract between you and Clearwire:

- The detailed Service plans that Clearwire, or one of its authorized dealers, provides or refers you to during the sales transaction, and any order confirmation materials and purchase receipt that Clearwire, or one of its authorized dealers, provides or sends to you when (or after) you sign up for Service from Clearwire.
- Third-party end-user license agreements that govern any third-party software incorporated in any Service for which you sign up with Clearwire. These agreements can be found at: <http://www.clearwire.com/legal/end-user-license-agreement>.
- Additional terms and conditions for internet phone service, which can be found at: <http://www.clearwire.com/legal/clearwire-internet-phone-service-addendum>.
- The Acceptable Use Policy ("AUP") describing how you can and cannot use the Service. The AUP can be found at: <http://www.clear.com/legal/aup>.
- Clearwire's Privacy Policy describing how Clearwire may collect and use your personally identifiable and other information. This Privacy Policy can be found at: <http://www.clearwire.com/legal/privacy-policy> or <http://www.clear.com/legal/privacy>.
- Any other policies relating to the Service that Clearwire may choose to develop and implement. These policies may be posted on the www.clear.com web site or the

www.clearwire.com web site, or may be sent to you via email, regular U.S. Mail, or any other permissible means.

- Any other applicable terms and conditions, addenda and/or policies posted on Clearwire's "Legal Information Index", which can be found at <http://www.clear.com/company/legal/> and <http://www.clearwire.com/legal/> .

To the extent that these Terms conflict with the provisions of any of these Other Documents, then these Terms shall control, unless Clearwire has expressly stated or agreed otherwise in writing, and the conflicting provisions of the Other Document(s) shall be deemed modified to the minimum extent necessary to be read consistently with these Terms.

2. Clearwire's Right to Change Terms and Your Related Rights.

Clearwire can change any of the Terms (including any documents incorporated within the Terms) at any time. Clearwire will provide you notice of any material changes through your invoice or by e-mail to the most recent email address associated with your Clearwire account. Clearwire additionally will announce any changes in the "Service Announcements" section and/or the "My Account" section of the Clearwire website or the CLEAR website, which you can find at:

<http://www.clearwire.com/legal/service-announcements> and
<http://www.clear.com/legal/announcements>.

Changes will become effective on the date Clearwire sends notice. Except as otherwise provided below, if you continue to use Service or Equipment after Clearwire sends notice, this will mean that you have agreed to be bound by the changes announced in that notice.

If Clearwire makes a change that has a materially disadvantageous effect on your Service, then you may cancel the affected Service, and if your Service plan included an "Early Termination Fee" (sometimes also referred to in these Terms as an "ETF", as defined in Section 4(e) below) and/or a "restocking fee" (as described in Section 4(f) below), then your ability to avoid liability for the payment of such ETF and/or restocking fee shall require that: (a) you call Clearwire's customer service department (at 888-888-3113) within thirty (30) days after Clearwire sends notice of the change; (b) you inform Clearwire in that notice or call that you want to cancel Service because of a materially adverse change to these Terms; and (c) Clearwire concurs (after good faith consideration) that you have been adversely affected by the change it has made in the Service that you want to cancel. If you fail to cancel Service in this manner, then you will be deemed to have accepted the change(s) Clearwire has made in such Service.

3. Service Limitations. This Section 3 describes certain Service availability limitations, variations on speed and bandwidth, service coverage, maintenance outages, how Clearwire manages the network, and credits for Service outages.

a. Availability of Service. The Service, including any internet phone (sometimes known as mobile "Voice Over Internet Protocol" or "VoIP") service or product, may not be available at any or all times in all areas. Even within coverage areas, and for a variety of reasons that may be beyond Clearwire's reasonable control, service availability, quality, signal strength, and network

speeds may vary, be lower than advertised, or be insufficient for your desired use of the Service. At the time you purchase Service, you agree to provide Clearwire with the correct address of the primary place where you intend to use the Service. That address will be used to determine whether adequate coverage should be available based on Clearwire's coverage maps. Coverage maps only approximate Clearwire's anticipated wireless coverage area outdoors; actual Service area, coverage and quality may vary and change without notice, depending on a variety of factors, some of which are discussed below. You agree that Clearwire is not liable for problems relating to Service availability or quality, regardless of the cause(s) of these problems. You further agree to promptly notify Clearwire of any changes in the primary Service address. In the event that (i) you provide Clearwire with valid documentation (e.g., a gas, electric or water bill; a driver's license; a statement from a moving van company) reasonably demonstrating that you have moved to a new primary Service address that is located in an area where adequate coverage is not available (based on Clearwire's coverage maps), and (ii) you call Clearwire's customer service department (at 888-888-3113) within sixty (60) days after your move to such new primary Service address, then subject to the next sentence, you may elect to cancel your Service(s) without being obligated to pay any Early Termination Fee that comprised part of your cancelled Service plan. Notwithstanding anything to the contrary contained in the immediately preceding sentence or elsewhere in these Terms, the following provisions will apply: in the event that you purchase a laptop or netbook from us for use in connection with Service that either you cancel, or Clearwire cancels for cause, then even if subsequent to your activation of CLEAR service you have moved to a new primary Service address where adequate coverage is not available (based on Clearwire's coverage maps), you will remain obligated to pay any Early Termination Fee that comprised part of your cancelled Service plan. For purposes of clarity, you specifically understand that your obligation to pay any restocking fee that comprised part of your cancelled Service plan shall remain unaffected by your move to a new primary Service address, regardless of whether that new address is located in an area where adequate coverage is not available.

b. Maintenance. To provide the best possible service to its customers, Clearwire periodically performs 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 in a way that minimizes the impact on customers, but Clearwire 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 (of any kind) that may be suffered by you as a result of any Service interruptions due to maintenance outages.

c. Network Management. Clearwire reserves the right to engage in reasonable network management to protect the overall integrity of its network, including detecting malicious traffic patterns and attempting to prevent the distribution of viruses or other malicious code, and through techniques such as reducing the aggregate bandwidth available to excessive bandwidth users during periods of congestion. While the determination of what constitutes excessive use depends on the specific state of the network at a particular location at any given time, excessive use will be determined primarily by resource consumption. For further information, please refer to Clearwire's Acceptable Use Policy, posted at <http://www.clear.com/legal/aup>, which forms a material part of, and is incorporated by reference within, these Terms.

d. VARIATIONS OF SPEED; SERVICE QUALITY DISCLAIMER. THE SPEED AND BANDWIDTH AVAILABLE TO EACH COMPUTER OR DEVICE CONNECTED TO THE CLEARWIRE NETWORK, AND HENCE THE QUALITY OF THE SERVICE, MAY VARY FOR MANY REASONS, WITHIN OR BEYOND CLEARWIRE'S CONTROL, INCLUDING WITHOUT LIMITATION: (i) THE NUMBER OF USERS, COMPUTERS OR DEVICES CONNECTED SIMULTANEOUSLY TO THE NETWORK, AND THE TYPES OF USAGE IN WHICH THEY ARE ENGAGED; (ii) THE AMOUNT OF DATA BEING TRANSFERRED OVER THE NETWORK, (iii) NETWORK SIGNAL QUALITY; (iv) PERFORMANCE CAPABILITIES OF YOUR EQUIPMENT AND THE EQUIPMENT OF THIRD PARTIES; (v) TERRAIN AND FOLIAGE; (vi) WEATHER AND ATMOSPHERIC CONDITIONS; AND (vii) BUILDING STRUCTURE AND MATERIALS. NEITHER CLEARWIRE, NOR ITS AFFILIATES, AGENTS OR SUPPLIERS, WARRANT OR REPRESENT THAT THE EQUIPMENT OR SERVICE (A) WILL MEET YOUR REQUIREMENTS OR (B) WILL BE UNINTERRUPTED, WITHOUT DELAY, ERROR-FREE, OR FREE FROM SERVICE DEGRADATION.

e. Credits. Clearwire's sole liability for interruptions or degradations of the Service shall be as set forth in this Section 3(e). In the event of an interruption of the Service that continues for a consecutive period of twenty-four (24) hours or more, Clearwire will credit your account for an amount equal to the prorated charges (including any applicable taxes) for your Service during the affected period, provided that you **must** request the credit within fifteen (15) days of the commencement of the Service interruption or degradation. Such request may be made by a telephone call to Clearwire's customer service department (at 888-888-3113). Alternatively, Clearwire may elect in its sole discretion to issue credits to customers for Service problems. No credit will be available if the interruption or degradation period results from any "Excluded Causes", as described in Section 6(d) below (Equipment Warranty). Any credit that Clearwire issues to you pursuant to this Section 3(e) may be used by you for/toward future Service that you order or purchase from Clearwire; provided, however, that you specifically acknowledge and understand that such credit shall not be refundable to you, in whole or in part, under any circumstances. **THIS SECTION 3(e) SETS FORTH YOUR SOLE AND EXCLUSIVE REMEDIES FOR ANY INTERRUPTION OR DEGRADATION OF THE SERVICE.**

4. Term of Service; Rate Plan Pricing Feature; Termination; Term Extensions; and Early Termination Fees.

a. Term of Service. Clearwire may offer the Service on an hourly basis, a daily basis, other fixed short term (e.g., seven (7) consecutive days; thirty (30) consecutive days; etc.), month-to-month subscription, or term subscription basis. The following is a description of these service offerings:

(i) 2-Hour Pass; 24-Hour Pass. If you purchase a two (2)-hour pass (" 2-Hour Pass") or 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 the acceptance materials that you receive as part of your sales transaction, or in your order confirmation or purchase receipt. Once your 2-Hour Pass period or

your Day Pass period (as applicable) expires, you will forfeit any unused internet time during that period, and you will be required to purchase additional time to continue using the Service.

(ii) Fixed Short Term. In addition to the two (2)-hour period and the twenty-four (24) -hour period described in Section 4(a)(i) above, Clearwire may elect (in its sole discretion) to afford you the opportunity to access the Service for another fixed, short-term period or "session" (e.g., seven (7) consecutive days; thirty (30) consecutive days; etc.). In that situation, you will be able to use the Service for the period described in the acceptance materials that you receive as part of your sales transaction (which materials may be in the form of a stored-value card or electronic PIN), or in your order confirmation or purchase receipt. Once such period expires, you will forfeit any unused internet time during that period, and you will be required to purchase additional time to continue using the Service; provided, however, that Clearwire may elect (in its sole discretion) to provide you with the option to pre-authorize the automatic continuation of your Service for consecutive rolling periods of the same length as the initial Service period, in which case Clearwire, at the commencement of each such period, will charge your "Card" (as defined in Section 5(a) below), or other Clearwire-approved payment method, for (A) the amount that you paid for the initial Service period or (B) any different amount to which you theretofore may have consented; and, provided further, that you will have the right at any time to opt-out of such automatic continuation of your Service.

(iii) Month-to-Month Subscriber. If you purchase a month-to-month subscription to the Service, you will be able to use the Service for any consecutive monthly period that has been paid in advance, as described in the acceptance materials that you receive as part of your sales transaction, or on your order confirmation or purchase receipt. For example, if you purchase a month-to-month subscription and your billing cycle begins on the eighth day of the month, then you will be charged on the eighth day of the following month and each month thereafter, and your Service will continue to be provided for consecutive monthly periods as long as you continue paying in a timely way.

(iv) Term Subscriber. Some of the Services that we offered, and that you may have purchased, prior to October 30, 2011 require you to maintain Service with Clearwire for a minimum period, usually two (2) years ("Term Commitment"). After you have satisfied the Term Commitment for any such Service, that Service will continue on a month-to-month basis and will not be subject to an Early Termination Fee (or restocking fee, as applicable); provided, however, that if prior to October 30, 2011 you either (A) agreed to a new Term Commitment or (B) extended your initial Term Commitment for that Service as a result of making changes to the Service or accepting one or more offers, discounts, or promotions (e.g., an additional rate plan feature) in exchange for extending your Term Commitment, then you will have become subject to a new Early Termination Fee (or restocking fee, as applicable), the details of which will be set forth on your new order confirmation or purchase receipt.

b. Rate Plan Pricing Feature. At certain times and in certain markets, Clearwire may offer to new customers a promotional rate plan that sets forth a lifetime or "For Life" rate. Any such lifetime or "For Life" rate refers solely to the Service, and not to any Equipment purchase or rental, and is subject to certain additional conditions contained in the acceptance materials, order confirmation, or receipt for your Service purchase. If a lifetime or "For Life" rate applies to your

Service, you specifically acknowledge and understand that this is a pricing feature of your rate plan, and not a guarantee that Clearwire (or any other entity) will continue providing the particular Service you have purchased, at the location where you have purchased the Service. Any such lifetime or "For Life" rate is limited to the life of the Clearwire account. **CHANGES THAT YOU MAKE TO YOUR CLEARWIRE RATE PLAN OR ACCOUNT MAY INVALIDATE A LIFETIME OR "FOR LIFE" OFFER.**

c. Cancellation by You. You can cancel any or all Services, at any time by calling Clearwire's customer service department, at 888-888-3113 (or if you purchased CLEAR-branded Service from and after October 30, 2011, by visiting the retail location where you originally purchased such Service), and telling Clearwire to deactivate the Service; provided, however, and as explained in greater detail in subsection 4(g) below, that any entitlement by you to a refund of any Service fee that you previously have paid shall apply solely, and on a one (1)-time only basis, if (i) you are a new Clearwire customer who purchases Service from and after October 30, 2011, (ii) your initial Service session is in the form of a monthly rate plan, and (iii) you cancel such initial monthly Service session within fifteen (15) days after the commencement thereof, by either calling Customer Care (at 888-888-3113) or visiting the retail location where you originally purchased your CLEAR Service. After you cancel any or all Services in this manner, Clearwire no longer will charge any monthly Service fees (or any Service fees covering any other period of time) to your "Card" (as defined in Section 5(a) below), bank account, or other Clearwire-approved method of payment. However, subject solely to subsection 4(g) below, you are responsible for all charges for Services (if applicable) and Equipment leasing incurred prior to the date of deactivation of your cancelled Service(s) (including, without limitation, any Early Termination Fee or restocking fee that may apply if you purchased Service prior to October 30, 2011). If you deactivate Service(s) before the end of a billing period (or before the end of any individual, stand-alone, time-based or usage-based Service session that you may have purchased), then subject solely to (A) the limited monthly Service fee (and monthly Equipment lease fee, if applicable) proration entitlement for certain qualified customers who are exercising their "Return Policy" right as described in Section 4(f) below, and (B) the limited, one-time-only monthly Service fee refund entitlement for certain qualified customers who are exercising their Return Policy right as described in Section 4(g) below, Clearwire will not prorate charges for that billing period (or Service session, as applicable) or issue you a credit for any portion of that billing period (or Service session, as applicable).

IF, AS A CUSTOMER WHO PURCHASED CLEAR-BRANDED, CLEARWIRE-BRANDED, OR OTHER FUTURE-BRANDED SERVICE PRIOR TO OCTOBER 30, 2011, YOU AGREED TO MAINTAIN SERVICE WITH CLEARWIRE FOR A MINIMUM TERM COMMITMENT AND YOU CANCEL YOUR SERVICE BEFORE THE END OF THIS TERM COMMITMENT, YOU MAY BE SUBJECT TO AN EARLY TERMINATION FEE OR A RESTOCKING FEE, AS DESCRIBED MORE FULLY IN SECTIONS 4(e) and 4(f) BELOW.

Upon termination of Service for any reason, Clearwire may, to the extent permitted by applicable law, delete any voicemails, data, files, electronic messages, or other information stored on Clearwire's or its suppliers' servers or systems. Also upon termination of Service for any reason, if you have been a Clear internet phone service customer whose telephone number (associated

with that service) previously had been transferred to Clearwire from another voice service provider, then (in accordance with applicable federal regulations) such telephone number will be automatically and permanently returned for reassignment to the numbering pool of the original voice service provider; it specifically being understood that Clearwire may not be able to recover such telephone number even if you (i) decide to reinstate your Service with Clearwire (or with an acquirer, transferee or assignee of, or successor to, Clearwire's internet phone service) or (ii) express your intent to establish internet phone service with another voice service provider. You agree that the "Clearwire Parties" (as defined in Section 15 below) will have no liability whatsoever for (A) the loss of any such data, names, addresses, or other information and/or (B) if you have been a Clear internet phone service customer, the inability (for whatever reason) to maintain your existing telephone number or to transfer such telephone number to a new voice service provider.

d. Termination by Clearwire. CLEARWIRE MAY LIMIT, SUSPEND OR TERMINATE YOUR SERVICE OR ANY AGREEMENT BETWEEN CLEARWIRE AND YOU WITHOUT NOTICE FOR ANY GOOD CAUSE, INCLUDING, WITHOUT LIMITATION, upon receipt of adverse credit information about you at any time (but only if you purchased Service prior to October 30, 2011), or if you or any user on your account: (i) breaches these Terms; (ii) pays late; (iii) provides credit information that Clearwire is unable to verify; (iv) provides Clearwire with any inaccurate or incomplete information; (v) damages or tampers with, or allows anyone else to damage or tamper with, any Equipment; (vi) incurs charges greater than any billing or credit limitation on your account (even if Clearwire has not yet billed for those charges); (vii) transfers Service to another person without Clearwire's advance written consent; (viii) becomes insolvent, goes bankrupt, or threatens bankruptcy (except as prohibited by law); (ix) uses the Service in a way that violates Clearwire's Acceptable Use Policy, any other agreement you may have with Clearwire, or any other policy affecting your Service that Clearwire may choose to develop and implement; or (x) otherwise acts in a malicious or unsavory manner; provided, however, that potential suspension and/or termination of your Service by reason of adverse credit information or pursuant to subsection (iii) above shall not apply to the extent that you have purchased Service from Clearwire after October 29, 2011.

IF AS A CUSTOMER WHO PURCHASED CLEAR-BRANDED, CLEARWIRE-BRANDED, OR OTHER FUTURE-BRANDED SERVICE PRIOR TO OCTOBER 30, 2011, YOU AGREED TO MAINTAIN SERVICE WITH CLEARWIRE FOR A TERM COMMITMENT, AND IF CLEARWIRE TERMINATES YOUR SERVICE FOR CAUSE BEFORE THE END OF THIS TERM COMMITMENT, YOU MAY BE SUBJECT TO AN EARLY TERMINATION FEE AND/OR RESTOCKING FEE, AS DESCRIBED MORE FULLY IN SECTIONS 4(e) AND 4(f) BELOW.

Upon termination of Service for any reason, Clearwire may, to the extent permitted by applicable law, delete any voicemails, data, files, electronic messages, or other information stored on Clearwire's or its suppliers' servers or systems. Also upon termination of Service for any reason, if you have been a Clear internet phone service customer whose telephone number (associated with that service) previously had been transferred to Clearwire from another voice service provider, then (in accordance with applicable federal regulations) such telephone number will be automatically and permanently returned for reassignment to the numbering pool of the

original voice service provider; it specifically being understood that Clearwire may not be able to recover such telephone number even if you (i) decide to reinstate your Service with Clearwire (or with an acquirer, transferee or assignee of, or successor to, Clearwire's internet phone service) (ii) express your intent to establish internet phone service with another voice service provider. You agree that the "Clearwire Parties" (as defined in Section 15 below) will have no liability whatsoever for (A) the loss of any such data, names, addresses, or other information and/or (B) if you have been a Clear internet phone service customer, the inability (for whatever reason) to maintain your existing telephone number or to transfer such telephone number to a new voice service provider.

e. Early Termination Fees; Restocking Fees (not applicable to Service purchased from and after October 30, 2011). If you purchase any Service under a rate plan requiring you to maintain Service for a Term Commitment, **THEN UNLESS STATED OTHERWISE IN THESE TERMS OR ON YOUR ORDER CONFIRMATION, AN EARLY TERMINATION FEE (OR A RESTOCKING FEE, AS APPLICABLE) WILL APPLY IF YOU CHOOSE TO CANCEL YOUR SERVICE BEFORE THE END OF YOUR TERM COMMITMENT, OR IF CLEARWIRE TERMINATES YOUR SERVICE FOR CAUSE BEFORE THE END OF YOUR TERM COMMITMENT.** The Early Termination Fee (or restocking fee, as applicable) is part of Clearwire's rates, is not a penalty, and applies only to the extent permitted by law. Clearwire will disclose your initial Term Commitment and the amount of the Early Termination Fee (or the amount of the restocking fee, as applicable) in the Service plan description that you receive as part of the sales transaction or on your order confirmation or purchase receipt. All Early Termination Fees (but not any restocking fee) will decline over the life of the then-existing Term Commitment, as potentially extended pursuant to Section 4(a)(vii) above. To view the applicable Early Termination Fee amounts and tables showing how the Early Termination Fee declines over time, visit: www.clear.com/legal/etf.

f. Return Policy for Services and Devices Purchased Prior to October 30, 2011. You may cancel CLEAR-branded, Clearwire-branded, or other Future-branded Service without paying an Early Termination Fee (or a restocking fee, as applicable) if you cancel **WITHIN THIRTY (30) DAYS** of initially signing up for such Service (the "Return Period"). With regard to any cancellation by you of CLEAR-branded, Clearwire-branded, or other Future-branded Service, then you remain responsible to pay for the Service and all charges, fees and taxes (including any Equipment lease fee, but excluding any Early Termination Fee or restocking fee) incurred during the Return Period through the date of cancellation. To cancel CLEAR-branded or Clearwire-branded Service during the Return Period, you must **within the Return Period**, call Clearwire's customer service department (at 888-888-3113) and give Clearwire notice of your intention to cancel Service. In addition, once you have cancelled Clear-branded, Clearwire-branded, or other Future-branded Service, you will be obligated immediately to return, in undamaged condition and in good working order, any Equipment you purchased or leased at the time of activation (i.e., with original packaging and all contents intact). Unless an authorized representative of Clearwire's customer service department expressly instructs you otherwise, you should use the electronic, prepaid mailing label that Clearwire emails to you in order to return the Equipment to Clearwire at the address set forth on that label. If you cancel the Clear-branded or Clearwire-branded Service during the Return Period and you return the leased Equipment, in undamaged condition and in good working order, to Clearwire within thirty (30) days of your Service

cancellation date, then you will not be charged any “ Device Non-Return Fee” (as described in Section 6(b) below) with respect to such leased Equipment. However, if you fail (for whatever reason) to return any and all leased Equipment, in undamaged condition and in good working order, to Clearwire within thirty (30) days of your Service cancellation date and otherwise in accordance with the provisions of this Section 4(f), then as further discussed in Section 6(b) below, you additionally shall be responsible for the payment to Clearwire of Device Non-Return Fee in an amount equal to the lesser of (i) the then-fair market value of the Equipment or (ii) the then-applicable "Device Non-Return Fee" amount for such particular leased Equipment, as set forth at www.clear.com/legal/etf. Clearwire shall be entitled to automatically charge the amount of the Device Non-Return Fee to your "Card" (as defined in Section 5(a) below), bank account, or other method of payment that you have provided to Clearwire for any purpose. For customers of Clear-branded, Clearwire-branded, or other Future-branded service who have purchased Equipment from Clearwire, then provided that you (A) comply with each of the requirements discussed above for cancelling Service within the Return Period ("Return Policy") and (B), return the purchased Equipment to Clearwire (in undamaged condition and in good working order) within thirty (30) days of your Service cancellation date, you will be entitled to receive a refund of the Equipment purchase price (including any taxes that you paid thereon), less (I) rebates received (or applied for) and (II) shipping costs. Notwithstanding anything to the contrary contained in this Section 4(f) or elsewhere in these Terms, if (1) you have purchased Equipment from Clearwire in the form of a laptop or netbook, (2) you cancel Service pursuant to the Return Policy described herein, and (3) you fail (for whatever reason) to return such laptop or netbook, in undamaged condition and in good working order, to Clearwire within thirty (30) days of your service cancellation date and otherwise in accordance with the provisions of this Section 4(f), then you shall remain responsible for the payment to Clearwire of the Early Termination Fee(s) that comprised part of your cancelled rate plan. Clearwire shall be entitled to automatically charge the amount of such Early Termination Fee(s) to your Card, bank account, or other method of payment that you have provided to Clearwire for any purpose.

g. Return Policy for Services and Devices Purchased From and After October 30, 2011. If you purchase your Equipment directly through www.clear.com or another Clearwire-authorized retail sales channel, you become dissatisfied with your Service or Equipment (for any reason), and you consequently elect to cancel your Service within thirty (30) days after the date on which you purchased your Equipment, then provided that you return your purchased Equipment (in undamaged condition and in good working order, and together with your original Equipment purchase receipt or other Equipment proof of purchase) within thirty (30) days from your cancellation date, you will be entitled to receive a refund (which refund may be in the form of a Visa Gift card or other similar instrument, the redemption and use of which Card or instrument shall be governed by the terms, conditions and restrictions set forth or referenced on such Card or instrument) of your Equipment purchase price (including taxes thereon, but excluding shipping and rebate amounts). You may cancel your Service by (i) calling Clearwire’ s customer service department, at 888-888-3113, or (ii) visiting the retail location where you originally purchased your Service. You may return your purchased Equipment (A) via the prepaid mailing label that Clearwire emails to you or (b) to the retail location where you originally purchased the Equipment. If you return the Equipment in damaged condition or in poor working order as the sole result of a manufacturer’ s defect (as determined by Clearwire in its sole discretion), then that fact in itself will not disqualify you from receiving a refund of your Equipment purchase

price, provided that you otherwise satisfy each of the requirements set forth in this subsection 4(g).

If you initially purchase and activate Service, in the form of a monthly rate plan, directly through www.clear.com or another Clearwire-authorized retail sales channel and you become dissatisfied with your Service (for any reason), then solely on a one (1)-time only basis with respect solely to such initial Service purchase and activation, you additionally shall be entitled to cancel your Service within fifteen (15) days after the start of such initial monthly Service period and to obtain a refund (which refund may be in the form of a Visa Gift card or other similar instrument, the redemption and use of which Card or instrument shall be governed by the terms, conditions and restrictions set forth or referenced on such Card or instrument) of the Service fee (including any applicable taxes thereon) that you previously paid for such initial monthly Service period. You may cancel your Service by (I) calling Clearwire's customer service department, at 888-888-3113, or (II) visiting the retail location where you originally purchased your Service. For purposes of clarification, you acknowledge, agree and understand that this initial Service fee return policy does not apply if the initial Service that you purchase and activate is in the form of a 2-hour rate plan, a daily rate plan, a weekly rate plan, or any other rate plan of a time increment other than monthly.

Except as expressly set forth above in this subsection 4(g), the timely exercise of your right pursuant to this subsection 4(g) to seek a refund of your Equipment purchase price and/or your initial monthly Service fee shall not relieve you of your responsibility to pay any and all other taxes and charges (including, without limitation, any applicable shipping and/or activation fees) that you may have incurred through the date of your cancellation of Service.

5. Billing for Services. This Section 5 describes how Clearwire bills you for Service and Equipment, overage charges applicable to certain CLEAR accounts, and Clearwire's rights if you do not timely pay in full for Service or Equipment or if your account is delinquent.

a. How You Will Be Billed. You will pay 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; provided, however, that EFT is not presently an option for CLEAR-branded Service accounts for the purchase of individual, stand-alone, time-based or usage-based Service sessions; and, provided further, that Clearwire subsequently may permit (in its sole discretion) the purchase of individual, stand-alone, time-based or usage-based Service sessions by means of cash and/or another method of payment that Clearwire subsequently may elect to authorize. The Card and/or EFT-related information (if applicable) you have provided to Clearwire must be valid and up to date (i.e., not expired) at all times. If your Card information or Card status is not valid and up to date, your account balance(s) will not be timely paid, and Clearwire may suspend or terminate the Service for cause and/or charge you late charges, re-activation fees, and/or any applicable Early Termination Fees or restocking fees (as described in Sections 4(e) and 4(f) above).

Clearwire has web-based account tracking systems called "My Account" for customers of CLEAR-branded, Clearwire-branded, or other Future-branded Service. These systems allow you to view your account status and any credit balance, pay invoices (or in the case of customers who

are not subject to a Term Commitment, purchase a particular period(s) or "sessions(s)" of Service), and make other changes to your account profile at any time. My Account is located at: <https://www.clear.com/my-account/signin>. Fees and charges for Service are set forth in your order confirmation (or your purchase receipt, as applicable) and your invoices on "My Account". Clearwire disclaims any and all liability, and you relieve Clearwire from any and all liability, in the event of (i) errors or omissions in information displayed on My Account or (ii) your inability to access My Account (for any reason) during any particular period (s). You specifically acknowledge and understand that Clearwire does not produce, mail or otherwise send paper invoices to its customers. Rather, your invoices/statements that are viewable on My Account and that Clearwire may send to you via email are the sole forms of Clearwire Service and Equipment invoices/statements that currently are available to you. You are entitled and encouraged to access and print out copies of your most recent invoices from My Clear (or, if applicable, your most recent statements from My Rover). In certain states, you additionally may be entitled to request paper invoices from Clearwire, and Clearwire will honor any such written requests that Clearwire receives in conformance with the "Notice" provisions contained in Section 14(c) below.

As part of the order process, or whenever you update your Card information on file with Clearwire, Clearwire will pre-authorize two charges on your account with your Card. The first will be for Two Dollars (\$2.00) to test the validity of the Card. (This Two Dollar (\$2.00) sum is not actually charged to your Card, but rather serves as a temporary hold that the Card-issuing bank should release within 10-15 days.) The second will be for the estimated amount of your first month's Service, plus applicable taxes. As an additional part of the order process, customers of CLEAR-branded, Clearwire-branded, or other Future-branded Service who is subject to a Term Commitment or otherwise on a recurring monthly automatic payment schedule, then after the initial month of Service, and subject solely to the immediately preceding sentence, and to the cancellation provisions of these Terms Clearwire will invoice you, on a monthly basis, for the Service (including any add-on features), any "Overage Charges" (as defined in Section 5(b) below), and any Equipment Clearwire leases to you. As stated above, these invoices will be available to you solely in "My Account" or by means of an email that Clearwire may elect to send to you.

For a customer of CLEAR-branded, Clearwire-branded, or other Future-branded Service who is subject to a Term Commitment or otherwise on a recurring monthly automatic payment schedule, monthly charges will be automatically charged to your Card (or debited via EFT from your e-check account on record, if and as applicable), as specified on the order confirmation or purchase receipt that Clearwire provides to you. As a customer of CLEAR-branded, Clearwire-branded, or other Future-branded Service who is subject to a Term Commitment or otherwise on a recurring monthly automatic payment schedule, you agree that Clearwire may charge your Card (or debit via EFT, if and as applicable) all amounts owed in connection with your Clearwire account, and you further agree to pay in full to Clearwire all outstanding balances when due.

For customers purchasing an individual, stand-alone, time-based or usage-based Service session, for which no Term Commitment applies, charges for the particular Service session purchased will be satisfied first by means of an automatic reduction of any credit balance that may be available in your account. If such credit balance is less than the outstanding charges, then the

difference between those two amounts will be charged to your Card. As a customer purchasing an individual, stand-alone, time-based or usage-based Service session, for which no Term Commitment applies, you agree that Clearwire may reduce your account credit balance by, and (if necessary) charge your Card for, all amounts owed in connection with your Clearwire account, and you further agree to pay in full to Clearwire all outstanding balances when due. You acknowledge that to the extent that any portion of your account credit balance results from (A) your placement of cash funds into your account and/or (B) Clearwire's issuance to you of an account credit (e.g., as an accommodation/resolution in a billing or Service dispute between Clearwire and you), then that portion of your account credit balance is usable toward future Service sessions that you may order or purchase from Clearwire but is not refundable to you under any circumstances.

b. Data Plans/Overages If you subscribe to a CLEAR-branded, Clearwire-branded, or other Future-branded sService for one or more monthly periods or monthly Service sessions, then with the sole exception of any CLEAR 4G service for which the monthly bandwidth amount is listed specifically as "unlimited" in your Service plan description or on your order confirmation or purchase receipt, you will be entitled to use each such Service for the respective monthly bandwidth amounts (the "Plan Amount") listed in your Service plan description or on your order confirmation or purchase receipt. Upon reaching your Plan Amount during any monthly billing period or monthly Service session, then in accordance with the terms of your particular rate plan, as set forth in your Service plan description (that you receive as part of the sales transaction) or on your order confirmation or purchase receipt, one of the following provisions will apply: either (i) you will be precluded from continuing to access and use the Service (i.e., through the end of your then-current monthly billing period or monthly Service session) unless and until you purchase additional data in an amount then being offered for sale by Clearwire; or (ii) Clearwire automatically will charge you, and you agree to pay, an additional internet service usage fee per megabyte (or fraction thereof) or per gigabyte (or fraction thereof) of additional bandwidth consumed through the end of your then-current monthly billing period or monthly Service session (the "Overage Charge"). The rate for this Overage Charge will be as set forth in your Service plan description (that you receive as part of the sales transaction) or on your order confirmation or purchase receipt. Regardless of whether provision (i) above or provision (ii) above applies, your Plan Amount does not roll-over from month to month, but rather expires in its entirety at the end of each monthly billing period. You should read and familiarize yourself with Clearwire's Acceptable Use Policy, which (as stated above) forms a material part of these Terms and which sets forth examples of permissible and non-permissible uses of the Service.

c. Suspension or Termination for Non-Payment. If you do not pay your account in full by any due date, whether under your billing cycle or otherwise, then at any time thereafter, unless your past due account balance (including any late payment fees and other amounts that Clearwire contractually or legally is entitled to charge) has been brought to zero, then Clearwire may suspend or terminate the Service and Clearwire additionally may suspend the ability to use the Equipment that you have purchased for use in association with your suspended or terminated Service. Furthermore, Clearwire may terminate your Service if your Card expires or your bank account is closed or suspended (as applicable), to the extent that you are subject to a Term

Commitment or otherwise on a recurring monthly automatic payment schedule, you have not provided Clearwire with a valid replacement Card (or valid EFT-related information, if and as applicable). In the event of such suspension or termination by Clearwire, you promptly will pay to Clearwire any and all outstanding fees and all collection costs and fees, including a reasonable suspension fee (as determined in Clearwire's sole discretion), reasonable attorneys' fees and late fees (and further including, in the event of termination of any CLEAR-branded, Clearwire-branded, or other Future-branded Service for which a Term Commitment applies, any applicable Early Termination Fee and/or restocking fee) incurred or charged by Clearwire. Clearwire may, but is not required to, reactivate your Service if you bring your account current after Service has been suspended or terminated; provided, however, that if (i) you have purchased Service in the form of a time-based or usage-based rate plan for which no Term Commitment applies, (ii) your Clearwire account has been suspended pursuant to this Section 5(c), (iii) you fail to bring such account current within thirty (30) days after such suspension date, and (iv) you are in the midst of a particular Service session on such suspension date, then you will forfeit any theretofore unused time or bandwidth (as applicable) in such Service session. Before Service may be reactivated, you must pay Clearwire all past due amounts, late payment fees, and applicable taxes, plus a reasonable suspension/termination charge (as determined by Clearwire) per account to cover Clearwire's administrative costs associated with the suspension/termination. In addition, if you are subject to a Term Commitment or otherwise on a recurring monthly automatic payment schedule, then you may be required to provide Clearwire with a deposit (in an amount determined by Clearwire, within then-prevailing industry parameters) as a condition to reactivating your Service. Notwithstanding any reactivation of your Service, and as set forth in Section 4(d) above, if you were a Clear internet phone service customer whose telephone number (associated with that service) previously had been transferred to Clearwire from another voice service provider, then upon the termination of your Service by reason of your non-payment of any amount(s) due to Clearwire (and in accordance with applicable federal regulations), such telephone number will be automatically and permanently returned for reassignment to the numbering pool of the original voice service provider, and Clearwire may not be able to recover such telephone number. You agree that the "Clearwire Parties" (as defined in Section 15 below) will have no liability whatsoever for the inability (for whatever reason) to maintain such telephone number or to transfer such telephone number to a new voice service provider.

d. Delinquency/Late Fees. 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 percentage or dollar amount that is allowed by applicable law, whichever is lower) of the delinquent amount or Five Dollars (\$5.00) per month (or portion of a month), whichever is greater. Except to the extent prohibited by applicable law, Clearwire may charge a late fee pending the resolution of any disputes you may have raised regarding your invoiced charges, provided that Clearwire will reverse late fees with respect to any charges that subsequently are removed from your account as a result of the dispute process being resolved in your favor.

6. Equipment. This Section 6 describes your responsibilities with respect to leased Equipment (if applicable), including the Device Non-Return Fee and restrictions on tampering with Equipment. This Section 6 also provides the sole warranty relating to purchased Equipment and describes what you should do if Equipment is lost or stolen.

a. Term of Equipment Lease (not applicable to Service purchased from and after October 30, 2011). If you lease Equipment from Clearwire, then your lease of that Equipment shall be on a month-to-month basis, even if your Service plan description includes a Term Commitment (as defined in Section 4(a)(iii) above).

b. Return of Leased Equipment; Device Non-Return Fee(not applicable to Service purchased from and after October 30, 2011). If you lease Equipment from Clearwire, you must return all leased Equipment, undamaged and in good working order, within thirty (30) days after termination of Services or within thirty (30) days after written notice from Clearwire to return the Equipment (e.g., in connection with an exchange or upgrade of leased equipment, in which case the written notice to return the previously leased equipment may be sent via email in advance of, or in accompaniment of, the prepaid mailing label that is emailed to you for use in returning such previously leased Equipment), whichever occurs sooner. If you do not return all leased Equipment, undamaged and in good working order, reasonable wear and tear excepted, within thirty (30) days after termination of Services or after Clearwire's written request (as applicable), then as previously discussed in Section 4(f) above, you agree that Clearwire may charge you, and you agree to pay to Clearwire, the Device Non-Return Fee in an amount equal to the lesser of (i) the then-fair market replacement value of the Equipment or (ii) the then-applicable "Device Non-Return Fee" amount for such particular leased Equipment, as set forth at <http://www.clear.com/legal/etf>. You authorize Clearwire to charge such amounts to any Card, bank account, or other method of payment you provide, or previously have provided, to Clearwire for any purpose (but not to any such previously provided Card or bank account that you have notified us is closed or no longer valid). You may not revoke this authorization to charge your Card or bank account for any failure to timely return leased Equipment, undamaged and in good working order, even if you notify us of your intent to cancel your Service or otherwise revoke authorization to charge your Card, bank account, or other method of payment for other purposes. In addition, if you fail to return to Clearwire (for whatever reason) any leased Equipment, undamaged and in good working order (reasonable wear and tear excepted), within thirty (30) days after the earlier of (A) termination of Services or (B) written notice from Clearwire to return such leased Equipment, then in addition to incurring and being responsible for the payment of the applicable Device Non-Return Fee for such leased Equipment, you shall become subject to the immediate and permanent “ deactivation” of such leased Equipment, whereby such leased Equipment no longer will be able to access or connect to the Internet regardless of the entity that is providing Internet service to you.

c. Repair or Replacement of Leased Equipment; Refurbished Equipment; Non-Transfer of Leased Equipment. Clearwire may replace, upgrade, repair, or otherwise modify any leased Equipment, and Clearwire will repair or replace any properly maintained leased Equipment that fails to operate as required for the delivery of Service. Clearwire may supply a refurbished modem for purchase or lease, but there will be no offset, discount, or other reduction in purchase or lease price for that reason. You may not modify leased Equipment in any way or sell, encumber, or otherwise transfer the leased Equipment to any other person or entity.

d. Warranty on Purchased Equipment. If you purchased your Equipment from Clearwire or another Clearwire-authorized retail sales channel, your Equipment is covered by a limited warranty from its manufacturer. This manufacturer's limited warranty provides that your

Equipment will be substantially free from material defects, under normal use in compliance with the manufacturer's and Clearwire's instructions, for one of the following applicable periods: (i) with respect to new Equipment, for a period of one (1) year from the date you receive the Equipment; and (ii) with respect to refurbished Equipment, for a period of ninety (90) days from the date you receive the Equipment ("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, use of the Equipment by an unauthorized person, your failure to comply with the Equipment manufacturer's or Clearwire's policies or with any other instructions provided by the Equipment manufacturer or Clearwire, actual or attempted alteration of or additions to the Equipment not explicitly approved in advance (in writing) by the Equipment manufacturer and Clearwire, or any other cause beyond the reasonable control of the Equipment manufacturer and Clearwire, all as reasonably determined by the Equipment manufacturer and Clearwire (collectively, "Excluded Causes"). Repair or replacement of the Equipment, in Clearwire's discretion, and reperformance of the installation of the Equipment are Clearwire's only responsibility, and your exclusive remedy, for breach of any warranty regarding the Equipment. This Limited Warranty is personal to you, and will terminate immediately upon the sale or transfer of the Equipment or expiration or termination of the Service (for any reason). Neither your Equipment manufacturer, Clearwire, nor any other party makes any other warranty, express or implied, with regard to the Equipment. For additional restrictions and details regarding this Limited Warranty, please read the full Limited Warranty description posted at www.clear.com/legal/warranty.

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

f. Theft or Fraudulent Use of the Service; Loss or Theft of Equipment. If your Equipment is lost or stolen, or if you become aware at any time that the Service has been stolen or is being fraudulently used, it is very important that you notify Clearwire immediately, so that Clearwire can suspend your Service (and the ability to use any Equipment that you have purchased or leased for use in association with that Service) in order to prevent further usage and limit your liability. You can do this by (i) logging into My Account (at <https://clear.com/my-account/signin>) to request a suspension of your Service or (ii) calling Clearwire's customer service department at (888) 888-3113. Once you notify Clearwire, Clearwire will suspend your Service (i.e., until you possess replacement Equipment usable with the Service or such fraudulent activity has ceased, as applicable), and you will not be responsible for charges incurred with the lost or stolen Equipment during that period of suspension. If you purchased Service prior to October 30, 2011 and a Term Commitment applies to your Service, then you will be obligated to fulfill the remainder of your Term Commitment, which will be deemed extended by the full duration of the period that your Service is suspended; and, if you do not fulfill the remainder of your Term Commitment, then the Early Termination Fee (or the restocking fee, as applicable) will become due and will be chargeable automatically by Clearwire to your Card (or through an EFT, if and as applicable).

7. Support. Prior to contacting Clearwire's customer service for assistance, you may elect to use the troubleshooting guides and user information provided by Clearwire, or available at www.clear.com/support/faq. If you request a service call to your Service location and Clearwire determines that the problem is your responsibility, then Clearwire reserves the right to charge you a reasonable fee for the cost of the technician's service call, and you hereby pre-authorize Clearwire to charge that fee to your Card or bank account. If you desire to file a warranty claim pursuant to Section 6(d) above, please call Clearwire's customer service department (at (888) 888-3113) or follow the warranty claim submission instructions which are set forth at www.clear.com/legal/warranty.

8. Privacy; Business Relationship Consent.

a. Privacy Policy. Clearwire's Privacy Policy (posted at www.clear.com/legal/privacy) describes how Clearwire may collect and use your personally identifiable and other information, including your customer proprietary network information (CPNI), applicable to internet data and phone service subscribers. Clearwire's Privacy Policy constitutes part of these Terms.

b. Consent to Business Relationship. When you sign up for the Service, and as part of your business relationship with Clearwire, you will be asked to provide a telephone number. Regardless of whether this is a wired or wireless number or whether this number is listed on the Do-Not-Call Registry, you consent to being contacted by Clearwire (and/or its designated agents) at this number, for any purpose (including sales, marketing and promotional offers) and by any means (including autodialed or prerecorded voice calls and text messages). In this regard, you specifically acknowledge and understand that you may incur, and will bear sole responsibility for, charges related to these incoming calls or messages.

9. Ownership; No Licenses; Third Party Software. 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; all Service information, documents and materials delivered to you by Clearwire or located on the www.clearwire.com website or the www.clear.com website; and all names, service marks, trademarks, trade names, logos, domain names, and patents of Clearwire (collectively, the "Clearwire Assets"), are and will remain the sole property of Clearwire (and/or its affiliate). Nothing in these Terms grants you the right or license to use any of the Clearwire Assets, except on a non-exclusive basis in connection with your personal use of the Service in strict compliance with each of these Terms. The Service 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's end-user license agreement (see the listing of "Other Documents" under Section 1 above). By accepting these Terms, you agree to accept the terms of those third-party end-user license agreements and to look solely to the provider(s) of such third-party software to handle and resolve any problems or issues relating to the use or installation of any such third-party software.

10. Credit Reporting Agencies (not applicable with respect to Service purchased from and after October 30, 2011). You authorize Clearwire to ask trade references and (if you are seeking to sign up for Service on other than a month-to-month, weekly, Day Pass, or 2-Hour Pass basis) consumer reporting agencies to furnish Clearwire with employment and credit information about

you, and you consent to Clearwire's rechecking and reporting personal and/or business payment and credit history, as well as to Clearwire's entering this information in your file and to disclosing this information concerning you to appropriate third parties for allowable business purposes. You understand that a credit inquiry could adversely affect your credit rating. You authorize Clearwire to report your payment record to credit-reporting agencies.

11. Disclaimers and Limitation of Liability. This Section 11 includes important statements about the scope of the sole warranty made to you and a description of certain things for which Clearwire will not be liable in connection with the Service.

(a) DISCLAIMER OF REPRESENTATIONS AND WARRANTIES. THE ONLY WARRANTY BEING MADE ABOUT THE SERVICE AND EQUIPMENT IS THE MANUFACTURER'S EXPRESS LIMITED WARRANTY SET FORTH IN SECTION 6(d) ABOVE. THE CLEARWIRE PARTIES (SEE THE "DEFINITIONS" IN SECTION 15 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 (SEE "OTHER DOCUMENTS"), AND ANY STATEMENTS MADE 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. SOME STATES DO NOT ALLOW THE DISCLAIMER OF IMPLIED WARRANTIES, SO THE EXCLUSIONS IN THIS SECTION 11 MAY NOT APPLY TO YOU, IN WHOLE OR IN PART.

(b) LIMITATION OF LIABILITY.

THE CLEARWIRE PARTIES SHALL NOT BE LIABLE OR OBLIGATED IN CONNECTION WITH THESE TERMS, UNDER ANY THEORY, WHETHER IN CONTRACT, TORT, NEGLIGENCE, PRIVACY, SECURITY, STRICT OR PRODUCT LIABILITY, BREACH OF WARRANTY, OR OTHER LEGAL OR EQUITABLE THEORY, FOR:

- ANY AMOUNTS IN EXCESS OF THE TOTAL FEES PAID TO CLEARWIRE FOR THE SERVICE OR EQUIPMENT DURING THE SIX (6)-MONTH PERIOD IMMEDIATELY PRECEDING THE OCCURRENCE GIVING RISE TO LIABILITY;
- ANY COST OF PROCUREMENT OF SUBSTITUTE GOODS, TECHNOLOGY, SERVICE, PRODUCTS, OR RIGHTS;
- ANY LOSS OR CORRUPTION OF DATA; DELAYED, DEGRADED OR INTERRUPTED USE OF THE SERVICE OR ACCESS TO THE INTERNET

(SUBJECT SOLELY TO THE PROVISIONS OF SECTION 3(e) ABOVE);
INABILITY TO MAKE, COMPLETE OR RECEIVE CALLS USING THE INTERNET
PHONE SERVICE; OR DAMAGE TO ANY HARDWARE, SOFTWARE, OR THE
SERVICE LOCATION;

- ANY INDIRECT, CONSEQUENTIAL, INCIDENTAL, PUNITIVE, EXEMPLARY,
OR SPECIAL DAMAGES AND/OR LOST PROFITS OF ANY KIND OR AMOUNT,
INCLUDING, WITHOUT LIMITATION, ANY SUCH DAMAGES OR LOST
PROFITS THAT MAY ARISE FROM OR RELATE TO THE INABILITY OF
CLEARWIRE (FOR WHATEVER REASON) TO TRANSFER AND MAINTAIN
YOUR EXISTING TELEPHONE NUMBER (i) FROM ANOTHER VOICE SERVICE
PROVIDER WHEN YOU DESIRE TO TRANSFER SUCH TELEPHONE NUMBER
FOR USE IN CONNECTION WITH YOUR ESTABLISHMENT OF INTERNET
PHONE SERVICE WITH CLEARWIRE OR (ii) FOR ANOTHER VOICE SERVICE
PROVIDER WHEN YOUR INTERNET PHONE SERVICE WITH CLEARWIRE IS
TERMINATED (BY YOU OR BY CLEARWIRE, FOR ANY REASON, INCLUDING
YOUR NON-PAYMENT OF ANY AMOUNT(S) DUE TO CLEARWIRE) AND YOU
ARE SWITCHING TO SUCH OTHER VOICE SERVICE PROVIDER;
- ANY LACK OR BREACHES OF SECURITY OF THE SERVICE OR IN THE
STORAGE OR INTEGRITY OF YOUR DATA OR ANY OTHER USER'S DATA; OR
- ANY DAMAGES ARISING FROM ANY DELAY OR FAILURE IN PERFORMANCE
DUE TO EVENTS OR CAUSES OUTSIDE OF CLEARWIRE'S REASONABLE
CONTROL.

THE EXCLUSIONS AND LIMITATIONS CONTAINED IN THIS SECTION 11 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. SUBJECT SOLELY TO YOUR RIGHTS AS EXPRESSLY SET
FORTH IN SECTIONS 3(e) AND 6(d) ABOVE, 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 (SUBJECT TO YOUR
OBLIGATION TO PAY ANY EARLY TERMINATION FEE AND/OR RESTOCKING FEE
APPLICABLE TO YOUR SERVICE PLAN AND ANY OTHER CHARGES THERETOFORE
INCURRED IN CONNECTION WITH YOUR USE OF 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 11. SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF
INCIDENTAL OR CONSEQUENTIAL DAMAGES, OR OTHER MODIFICATIONS OF OR
LIMITATIONS ON CERTAIN REMEDIES, SO THE ABOVE EXCLUSION OR
LIMITATION MAY NOT APPLY TO YOU, IN WHOLE OR IN PART.

12. Indemnification. You will defend, indemnify, and hold harmless the Clearwire Parties from and against any and all claims, demands, actions, causes of action, judgments, liabilities, damages, losses, injuries, costs and expenses arising from (a) the use or misuse of the Service or Equipment by you or by any person you allow to use the Service or Equipment, or (b) any breach of these Terms by you, including, but not limited to, claims by any owner of the primary location

where you use the Service. You also agree to pay each Clearwire Party's reasonable attorneys' fees and costs related to prosecuting or defending such claims and to enforcing these Terms, including any and all such fees incurred in connection with any appeal.

13. Disputes. This section describes what rights you and Clearwire possess if you and Clearwire have a dispute.

a. Your Right to Dispute Charges or Services. If you have a dispute about your invoice/statement/purchase receipt, including any charge to your account or any Service for which you were billed, you agree to notify Clearwire of the dispute within thirty (30) days after the initial posting on My Account of the invoice/statement/purchase receipt on which the disputed charge or Service first appears. Such notice shall be in the form of a writing to Clearwire at its following customer service address: <http://www.clearwire.com/company/contact-us>. **IF YOU DO NOT PROVIDE WRITTEN NOTICE OF YOUR DISPUTE TO CLEARWIRE AT THIS ADDRESS WITHIN THIS TIME PERIOD, THEN YOU AGREE THAT YOU HAVE FOREVER WAIVED YOUR RIGHT TO DISPUTE THE INVOICE, CHARGE OR SERVICE, AND THAT YOU CANNOT PURSUE OR PARTICIPATE IN ANY LEGAL OR EQUITABLE ACTION, IN COURT, ARBITRATION, MEDIATION, OR OTHERWISE REGARDING THE DISPUTE OR RAISING THE DISPUTE AS A DEFENSE.** Unless otherwise provided by law, you must pay disputed charges until the dispute is resolved. If you accept a credit, refund, or other compensation or benefit that Clearwire offers to resolve a disputed invoice, charge or Service, then you agree that the issue has been fully and finally resolved.

b. You Agree to Provide Clearwire an Opportunity Informally to Resolve Your Dispute. Before you may pursue or participate in any dispute (or raise such dispute as a defense) in court or arbitration against Clearwire for any claims, including claims related in any way to Clearwire Service, Equipment, these Terms, billing, privacy, advertising, or Clearwire's communications with you, you must first send a written description of your claim to Clearwire Escalations at the following address: 5520 Industrial Boulevard, Milton, Florida 32583, and you must allow Clearwire a reasonable opportunity to resolve your dispute. Your written notice must describe the problem in reasonable detail, and identify or enclose all relevant documents and information. You and Clearwire agree to negotiate in good faith with each other to try to resolve your claim. If you and Clearwire do not reach a resolution of your dispute within sixty (60) days after Clearwire receives your written notice of claim, you may pursue your claim in arbitration or, solely to the extent specifically provided below, in court.

c. Arbitration. You and Clearwire agree to arbitrate all disputes between the parties, except as provided in this subsection. Arbitration is more informal than a lawsuit in court. Arbitration uses a neutral arbitrator instead of a judge or jury, allows for more limited discovery than in court, and is subject to very limited review by courts. Arbitrators can award the same damages and relief that a court can award. This arbitration agreement covers any dispute arising out of or relating to any aspect of the relationship between you and Clearwire, whether based in contract, tort, statute, fraud, misrepresentation or any other legal theory, even if the claim arises or may arise before or after the period(s) during which you are receiving Service from Clearwire. For purposes of this arbitration provision, references to "Clearwire," "you," and "us" include

Clearwire, the Clearwire Parties, and each such entity' s respective subsidiaries, affiliates, agents, employees, predecessors-in-interest, successors, and assignees. The Terms evidence a transaction in interstate commerce, and the Federal Arbitration Act governs the interpretation and enforcement of this subsection (c).

Notwithstanding the arbitration agreement set forth in the immediately preceding paragraph, if you fail to pay in full any amounts you owe when they are due, Clearwire may assign your account for collection, and Clearwire and/or the collection agency may pursue in court claims limited to the collection of past due amounts and any interest or cost of collection permitted by law or these Terms. (However, Clearwire disclaims any and all liability, and you relieve Clearwire from any and all liability, with respect to the conduct of any such collection agency.) In addition, Clearwire may seek injunctive relief in any court with respect to any violation of the patent, trademark, service mark, copyright, trade secret, and/or other intellectual property rights of Clearwire or of any third party.

YOU MAY CHOOSE TO PURSUE YOUR CLAIM IN COURT AND NOT BY ARBITRATION if: (i) your claim qualifies for small claims court in a location where jurisdiction and venue over you and Clearwire is proper, in which case you may initiate proceedings in small claims court; or (ii) **YOU OPT OUT OF THESE ARBITRATION PROCEDURES WITHIN THIRTY (30) DAYS FROM THE DATE YOU FIRST ACTIVATE ANY SERVICE WITH CLEARWIRE (THE "OPT-OUT DEADLINE")**. You may opt out by calling Clearwire's customer service department, at (888) 888-3113, before the Opt-Out Deadline.

Either you or Clearwire may start an arbitration proceeding by sending to the other, by certified mail, a letter requesting arbitration (“ Demand”). If you start the arbitration, you must send the Demand to Clearwire's registered agent, CSC Corporation, at 2711 Centerville Road, Suite 400, Wilmington, DE 19808. The Demand must (A) describe the nature and basis of the claim or dispute and (B) set forth the relief sought. The American Arbitration Association's ("AAA") Commercial Arbitration Rules and the Supplementary Procedures for Consumer-Related Disputes (collectively, the "AAA Rules"), as modified by these Terms, will govern the arbitration. The AAA Rules are available online at www.adr.org, or by calling the AAA at 1-800-778-7879. If your claim is for \$10,000 or less, we agree that you may choose whether the arbitration will be conducted solely on the basis of documents submitted to the arbitrator, through a telephonic hearing, or by an in-person hearing under the AAA Rules. If your claim exceeds \$10,000, the right to a hearing will be determined by the AAA Rules. Regardless of the manner in which the arbitration is conducted, the arbitrator shall issue a reasoned written decision sufficient to explain the essential findings and conclusions on which the award is based.

Upon you or Clearwire filing an arbitration demand, Clearwire will pay all filing, administration, and arbitrator fees, unless your claim exceeds \$75,000. If you initiate an arbitration in which you seek more than \$75,000 in damages, the AAA rules will govern the payment of these fees. All issues are for the arbitrator to decide, except that issues relating to the scope and enforceability of the arbitration provision are for a court to decide. Unless Clearwire and you agree otherwise in writing, any arbitration hearings will take place in the county (or parish) in which your most recent billing address (as provided to Clearwire) is located.

One arbitrator, who is selected under the AAA Rules and who has expertise in consumer disputes in the wireless industry, will conduct the arbitration. If no arbitrator possessing such expertise is available, then the arbitration will be conducted by a single arbitrator who is selected by the mutual written approval of you and Clearwire. The decisions of the arbitrator will be binding and conclusive on all parties. Judgment upon any award of the arbitrator may be entered by any court of competent jurisdiction. This provision will be specifically enforceable in any court. **THE ARBITRATOR MUST FOLLOW THIS AGREEMENT AND CAN AWARD THE SAME DAMAGES AND RELIEF AS A COURT (INCLUDING ATTORNEYS' FEES).**

You or Clearwire must bring any claim arising out of or related to these Terms, or the relationship between you and Clearwire, within two (2) years after the claim arises, or the claim will be permanently barred. To the extent the law applicable under Section 13(d) below makes this limitations period unenforceable with respect to any claim(s), then the statutes of limitations of the State whose laws govern these Terms under Section 13(d) shall apply.

YOU AND CLEARWIRE AGREE THAT ANY DISPUTE RESOLUTION PROCEEDINGS WILL BE CONDUCTED ONLY ON AN INDIVIDUAL BASIS AND NOT IN A CLASS OR REPRESENTATIVE ACTION. NEITHER YOU NOR CLEARWIRE SHALL BE A MEMBER IN A CLASS, CONSOLIDATED, OR REPRESENTATIVE ACTION OR PROCEEDING, AND THE ARBITRATOR MAY AWARD RELIEF ONLY IN FAVOR OF THE INDIVIDUAL PARTY SEEKING RELIEF AND ONLY TO THE EXTENT NECESSARY TO PROVIDE RELIEF WARRANTED BY THAT PARTY' S INDIVIDUAL CLAIM.

IF YOU TIMELY OPT OUT OF THE ARBITRATION PROVISION IN THE MANNER DESCRIBED ABOVE, THEN THE WAIVER OF THE RIGHT TO PARTICIPATE IN A CLASS ACTION WILL NOT APPLY TO YOU. CLEARWIRE DOES NOT CONSENT TO CLASS ARBITRATION; ACCORDINGLY, IF A COURT REFUSES TO ENFORCE THIS SUBSECTION 13(c), THEN THE AGREEMENT TO ARBITRATE SHALL BE UNENFORCEABLE AS TO YOU. WHETHER A CLAIM PROCEEDS IN COURT OR IN ARBITRATION, YOU AND CLEARWIRE HEREBY WAIVE ANY RIGHT TO A JURY TRIAL.

d. Governing Law. These Terms, and any disputes arising between you and Clearwire related in any way to these Terms, Clearwire's Service, or Clearwire's Equipment, including but not limited to disputes over billing, service, privacy, advertising, or Clearwire's communications with you, whether based on contract, tort, statute, or common law, will be governed by the laws of the State in which your most recent billing address (as provided to Clearwire) is located, without regard to choice of law principles.

14. Miscellaneous.

a. Assignment and Successors in Interest. These Terms will be binding upon, inure to the benefit of, and be enforceable against your respective successors and permitted assignees. You

may not assign these Terms, or any of your rights, interests, or obligations in connection with your use of the Service, without seeking and obtaining the prior written consent of Clearwire in each instance. Any such assignment without such consent will be void and of no force and effect.

b. Entire Agreement/Severability. For customers of CLEAR-branded, Clearwire-branded, or any other Future-branded Service, the Terms consist of (i) the terms and conditions set forth in this document and (ii) the Other Documents posted at www.clear.com/legal/index, each as they may be amended from time to time by Clearwire (or in the case of third-party end-user license agreements, by the owner of such licensed software). The Terms comprise the entire agreement and understanding of you and Clearwire regarding the Service and Equipment and supersede and supplant all other representations, whether electronic, written or verbal, regarding the subject matter of these Terms. To the extent that these Terms conflict with the provisions of any other agreement between you and Clearwire, then these Terms shall control, unless Clearwire has expressly stated or agreed otherwise in writing, and the conflicting provisions of the other agreement shall be deemed modified to the minimum extent necessary to be read consistently with these Terms. If a court determines, in a final non-appealable judgment, that any provision of these Terms is invalid, illegal, or otherwise unenforceable, such provision will be deleted and the remainder of the Terms shall be enforced as nearly as possible in accordance with the stated intention of the parties, except to the extent otherwise provided in the arbitration provisions contained in Section 13(c) above.

c. Notices. Written notices to you from Clearwire will be deemed given

- when sent to the email address specified on your order confirmation, or such other email address as you subsequently provide in writing to Clearwire (with any request by you that Clearwire disregard an email address that you previously provided to Clearwire to be made by calling Clearwire's customer service department at (888) 888-3113 and with Clearwire to be afforded a minimum of thirty (30) days to abide by such request);
- three (3) days following the date deposited in the U.S. Mail addressed to your last known street/ mailing address as maintained in Clearwire's files; or,
- the date of delivery or rejection when sent by a nationally recognized courier to your last known street/ mailing address as maintained in Clearwire's files.

You are responsible for promptly notifying Clearwire of any changes in your email and/or street/ mailing address. Written notice to Clearwire will be effective when directed to Clearwire's customer service department and received at the address set forth at <http://www.clearwire.com/company/contact-us>. Except as specifically provided in these Terms, notices from you to Clearwire must be in writing to be effective. You also agree that all correspondence and communications sent to you by Clearwire, including account statements, account status, payment and billing information, and changes to these Terms, may be sent by Clearwire electronically to the email address most recently provided by you.

d. Survival. The rights, obligations, and commitments in the Terms that, by their nature, would logically continue beyond the termination of Services (including, but not limited to, those relating to billing, payment, disclaimer and limitation of liability, indemnification, return of

leased equipment, dispute resolution, no class action, no jury trial), shall be deemed to survive termination of Services.

15. Definitions.

"Clearwire" means Clear Wireless LLC.

"Clearwire Parties" means Clearwire and its parent, subsidiaries and affiliates, and the directors, officers, employees, shareholders, agents, and suppliers of each such entity.

"ETF" means the Early Termination Fee, per device (leased or purchased from Clearwire), that your particular Service plan may require you to pay to Clearwire if: (a) you are signed up for Service under a rate plan requiring a Term Commitment, and (b) (i) you elect to cancel your Service (for any reason), or (ii) Clearwire terminates your Service for cause, before the end of the Term Commitment. The amount of the ETF that you potentially may owe to Clearwire shall be as set forth in your Service plan description (that you receive as part of your sales transaction) or on your order confirmation or receipt.

"Initial Term" means the first fixed period of time for which you sign up for Service, as set forth in your Service plan description (that you receive as part of your sales transaction) or on your order confirmation or purchase receipt.

"Renewal Term" means any fixed period of time, after the Initial Term, for which you sign up for Service.

16. Contacting Clearwire. Clearwire encourages questions and comments from its customers. If you desire to ask any questions or to seek and obtain additional information concerning the Service, please either (a) visit www.clear.com/support/index, where you will find various FAQs and relevant contact information, or (b) call (888) 888-3113 between 9 a.m. and 10 p.m., Monday through Friday. Clearwire will work hard to meet and exceed your expectations by responding to your inquiries as promptly, courteously, and comprehensively as reasonably possible.

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