

**ELPASOTEL® ONLINE WIRELESS BROADBAND EQUIPMENT
TERMS AND CONDITIONS**

These Terms and Conditions apply to the ELPASOTEL® Online (“ELPASOTEL”) Wireless Broadband Equipment offer:

1. “ELPASOTEL” means El Paso County Telephone Company, a Colorado corporation whose address is 480 N. Peyton Highway, Colorado Springs, CO 80930, its affiliates, successors, and assigns.
2. Customer will receive Wireless Broadband Premise Equipment for \$100.00, a \$370.00 value. In exchange, Customer agrees to purchase 6 consecutive full months of ELPASOTEL Online Wireless Broadband service. Customer agrees to pay the current monthly charges for service, posted at www.elpasotel.com/legal.html, which are subject to change without separate notice.
3. The brand and model of wireless broadband equipment offered by ELPASOTEL is subject to change. Any warranties regarding the equipment will be limited to that provided by the manufacturer of the equipment. ELPASOTEL does not separately offer its own warranty for the equipment, and specifically disclaims any implied warranty of merchantability or fitness for a particular purpose.
4. If customer fails to submit timely payment of monthly charges for each of the first six months of service or disconnects service within the first six months, Customer will be responsible for payment of an early termination fee. The termination fee is as follows, terminate service in: Month 1 - \$250, Month 2 - \$212.50, Month 3 - \$170.00, Month 4 - \$127.50, Month 5 - \$85.00, Month 6 - \$42.50
5. Customer must not remit payment for the service and wireless broadband equipment by funds obtained through the American Recovery and Reinvestment Act (or ARRA) or other similar stimulus grants or loans that would obligate ELPASOTEL to provide certain information or perform certain functions unless those functions and obligations are specifically included and agreed to by the parties elsewhere in this Agreement or in an Amendment to this Agreement.
6. Customer is required to have equipment that is compatible in order to use the Service.
7. Service is subject to credit approval.
8. Taxes, shipping charges, other charges and restrictions may apply.
9. **THIS AGREEMENT IS SUBJECT TO THE ELPASOTEL INTERNET SERVICES AGREEMENT, POSTED AT <http://www.elpasotel.com/legal.html>, THE TERMS OF WHICH ARE SUBJECT TO CHANGE WITHOUT SEPARATE NOTICE.**

I agree to purchase 6 consecutive full months of ELPASOTEL Online Wireless Broadband Service and request the wireless broadband equipment pursuant to these Terms and Conditions. I have read these Terms and Conditions and agree that they apply to my order.

Customer Signature

Date