

*Agreement for New Rentals as of May 1, 2007*

**EQUIPMENT RENTAL AGREEMENT**

Wisper Telecommunications, Inc.  
31207 Keats Way, Suite 102,  
Evergreen, CO 80439

**1. RENTAL SELECTION, INSTALLATION AND ACCEPTANCE.**

By electing to rent your Equipment ("Equipment") you agree to rent from us and we agree to rent to you, subscriber Equipment necessary to receive WisperTel services on the terms and conditions contained in this Rental Agreement (the "Agreement"). You agree that, at any time during the term of this Agreement, WisperTel may substitute the Equipment with other equipment with equivalent functionality at the discretion of the WisperTel without charge to you, if in WisperTel's opinion such replacement is necessary in order for WisperTel to continue to deliver services to you.

You hereby grant us and WisperTel or its agents the right to enter any premises of yours or under your control, without any liability for damage, trespass or any other reason, to install, repair or de-install the Equipment. You expressly agree that you reviewed the disclosures hereon in advance of the executing this Agreement. You represent and warrant that you have selected the WisperTel Equipment in your own judgment, and, having done so, you authorize us to enter into a supply contract with WisperTel. We are neither the dealer nor the manufacturer of the Equipment.

We make no warranties as to the performance, reliability, quality, condition or capacity of the Equipment. WisperTel is not liable for any damage to you if, for any reason, we delay or fail to deliver, install or repair any or all of the Equipment or services, now or in the future.

**2. RENTAL TERM.**

You agree to pay rental payments of ten U.S. dollars per month (\$10.00/month, which includes the WisperTel Service Protection Plan (a \$3.95 per month value) during the entire term you elect to continue your Service Plan with WisperTel.

WisperTel is renting the Equipment to you "as-is." You do not have nor will you develop (by any payments, invoices or otherwise) any equity, right, title or other interest in or to the Equipment other than that of a renter. The Equipment is and shall remain our property regardless of its use or any attachments to real property.

You agree that you shall not assert any disruption of discontinuation of service by WisperTel or any other cause as a defense or a claim for setoff against your obligations under this Agreement.

**3. EXTENDED WARRANTY INCLUDING HAZARD; RISK OF LOSS.**

WisperTel's Service Protection Plan is in effect at the time of your execution of this Agreement and is satisfactory to meet the conditions of equipment failure or loss (as described in Item 4 below) so long as the Plan remains in effect as to the Equipment for the life of your Agreement. To the extent that Plan is discontinued for any reason, or you fail to make payments to keep such Plan in effect, you remain liable to us for the risk of loss to the Equipment during the Term of this Agreement.

**4. LOST, STOLEN, ALTERED OR BROKEN EQUIPMENT.**

You shall not use the Equipment except to receive WisperTel services and you shall not modify the Equipment in any way without the express written permission of WisperTel. In any event, you bear the entire risk of loss due to theft, vandalism, disappearance, destruction or damage ("loss") to the Equipment from any cause whatsoever and you may be required to purchase a replacement.

Replacement charges will be based on the current manufacturer's retail price of the Equipment, plus applicable shipping costs and taxes. You are required to make all rental payments and fulfill all your obligations under this Agreement even if there is a loss. Notwithstanding the foregoing, we agree that WisperTel's Extended Service Warranty and Hazard Coverage Plan ("Plan") in effect at the time of your execution of this Agreement is satisfactory to meet the conditions of this provision, so long as the Plan remains in effect as to the Equipment for the life of your Agreement. To the extent that Plan is discontinued for any reason, or you fail to make payments to keep such Plan in effect, you remain liable to us for the risk of loss to the Equipment during the Term. You shall immediately notify WisperTel of any stolen or damaged Equipment and shall cooperate with WisperTel in all reasonable aspects to eliminate actual or potential unauthorized use of the Equipment.

At WisperTel's option, failure to report stolen or damaged Equipment in a timely manner may cause you to be responsible for service fees accrued until the time that WisperTel is informed of the loss or theft and can effect a termination of WisperTel's services.

#### **5. ASSIGNMENT; WAIVER OF DEFENSES.**

We may, without notifying you, sell, assign, and/or grant a security interest in this Agreement or our rights in the Equipment. You agree that the new owner will have all the same rights and benefits that we now have under this Agreement. The rights of the new owner will not be subject to any claim, defense, or set-off that you may have against us.

You agree that after you receive a notice of assignment, that your monthly rental payment will be paid monthly as they billed to you and due under this Agreement. You agree that if, for any reason, you are not satisfied with the Equipment, its installation or operation, any claim you wish to make will be made solely against the original manufacturer of the Equipment or WisperTel, and you will promptly pay us (or our assigns) all amounts due under the Agreement regardless of such claim.

You shall not by function of law or otherwise, sublet, sublease, abandon, assign, transfer, suffer liens or attachments, pledge or otherwise dispose of or surrender any Equipment without our prior written consent.

#### **6. GOVERNING LAW AND NOTICE:**

This Agreement shall be governed by the laws of the State of Colorado. Your grant of a security interest and any related filings shall not be construed as meaning that this Agreement is not a "true lease" under the UCC.

#### **7. INDEMNITY.**

You are responsible for any liability, damage, loss, penalties, claims, suits and actions (collectively "Claims") arising out of the selection, ordering, purchase, rejection, transportation, storage, non-delivery, possession, operation, control, use, condition, repairs, maintenance, installation, delivery, return or disposition of the Equipment. You agree to reimburse us for, and if we request, to defend us against any and all Claims. Your responsibility under this paragraph shall survive the termination and expiration of the Term of the Agreement.

#### **8. PAYMENT/REMEDIES/DEFAULT.**

You agree that your monthly rental payment will be paid as initiated by WisperTel, at regular intervals approximately thirty (30) days apart, unless instructed otherwise by us. Additionally, a default under this Agreement will constitute a default under your agreement for service with WisperTel and WisperTel will terminate your service. You are in default under this Agreement if you fail to pay any rental payments or other amount owed by you within ten (10) days of its due date. If any rental payments are due, but unpaid within thirty (30) days of its due date for any reason including but not limited to, non-payment or declined Credit Card charges, WisperTel may suspend or terminate your services and all accrued charges shall be immediately due.

WisperTel will charge you interest of one and one half percent (1.5%) per month on outstanding charges and a late fee of ten per cent (10%) of the owed balance. If payment is not made in full within sixty (60) days, WisperTel has the right to send to collection and to repossess the Equipment without liability for damage or trespass.

**9. TERMINATION.**

You may terminate your Service Plan with WisperTel at any time. By terminating your service, you are also by default, agreeing to allow WisperTel to retrieve our rented equipment located on your property. WisperTel will work with you to find an agreeable time for our field technician(s) to de-install and retrieve this equipment. Failure to allow WisperTel access to your property within 30 days of your election of termination (for equipment retrieval) may result in Collections of payment due for the total retail value of all rented equipment at your location(s).