

## Total Protection Plan Guarantee \*

For the time period covered by our Total Protection Plan, we guarantee the Equipment furnished by the Company will be capable of performing the work for which it is designed, and to repair or replace the Equipment, with no charge to you, should it malfunction, fail, become damaged or destroyed, or prove defective in material or workmanship.

The Total Protection Plan coverage period is thirty (30) days and starts on the date you enroll and pay the Total Protection Plan Fee of \$7.99. This is a monthly renewable program and must be paid on a monthly basis. If you don't pay the monthly Protection Plan Fee of \$7.99, the protection program and coverage will automatically terminate.

The Company's obligation is limited to providing remedial service during its normal business hours repairing or replacing at its option Equipment which has been promptly reported as damaged or defective during the applicable 30-day Protection period, and is so found by the Company upon inspection.

Examination, repair or replacement will be effected on location, with no charge for service time expended.

If examined Equipment is found not to be damaged or defective, or is not for some other reason in the guarantee coverage as determined by the Company, then the costs of repair or replacement and service time expended by the Company on and off-location will be charged to the customer.

After the damaged or defective Equipment is repaired or replaced as provided above, the repaired/replacement Equipment shall be guaranteed in accordance with the Total Protection Plan so long as the required monthly fee is paid and the Total Protection Plan Guarantee is in place.

You may cancel Total Protection at any time by notifying the Company in writing. If your account is in good standing, you will receive a prorated refund or credit, if any, within the applicable time frame required by law.

Equipment covered. The Total Protection Plan covers the standard radio, standard pole, cabling, brackets and mounting accessories provided as part of your original internet service purchase from Company. ROUTERS ARE NOT COVERED.

Limitation and Exclusion. Company will have no obligation if the Equipment is subjected to intentional and/or dishonest acts, unauthorized repair or service, abuse, misuse, or negligence of the customer, or if the Company is not notified within 10 days of the date of discovery of the occurrence of damage or defect in the Equipment.

Disclaimer of Unstated Warranties. THE GUARANTEE PRINTED ABOVE IS THE ONLY WARRANTY APPLICABLE TO THIS TRANSACTION. ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE ARE DISCLAIMED.

Limitation of Liability. IT IS UNDERSTOOD AND AGREED THAT COMPANY'S LIABILITY WHETHER IN CONTRACT, IN TORT, UNDER ANY WARRANTY, IN NEGLIGENCE OR OTHERWISE SHALL NOT EXCEED THE RETURN OF THE AMOUNT OF THE PURCHASE PRICE PAID BY CUSTOMER FOR THE EQUIPMENT AND UNDER NO CIRCUMSTANCES SHALL COMPANY BE LIABLE FOR SPECIAL, INDIRECT, OR CONSEQUENTIAL DAMAGES, INCLUDING WITHOUT LIMITATION, DELAY OR LOSS OF MARKET, LOSS OF INCOME OR INTERRUPTION OF BUSINESS. THE PRICE FOR THE EQUIPMENT IS A CONSIDERATION IN LIMITING COMPANY'S LIABILITY. NO ACTION, REGARDLESS OF FORM, ARISING OUT OF THE TRANSACTIONS UNDER THIS AGREEMENT MAY BE BROUGHT BY CUSTOMER MORE THAN ONE YEAR AFTER THE CAUSE OF ACTION HAS ACCRUED.

\*This is a brief description of the Total Protection Plan Guarantee. A copy of the Terms and Conditions, FAQs and other coverage documents, with complete details regarding benefits, exclusions and other provisions, are available online at <http://airlinkinternet.net/support> and available upon request.