

UNITED SERVICES, INC (USI)

WILDBLUE SERVICE AND EQUIPMENT PLAN

The following WildBlue service and equipment is covered under this Plan at \$5.95 per Month.

- 1 Satellite Modem and Power Supply (replacement cost \$175)
- 1 Dish Antenna and TRIA (replacement cost \$225)
- Service Call: \$20 co-pay per covered occurrence

INTENT

This service contract plan ("Plan") is between the Customer (listed below), and USI ("Plan Owner"). The intent of this Plan is to provide coverage for repair or replacement of your Covered Equipment for the term of this Plan, should it fail to operate under normal use, in the manner for which it was designed due to covered defects in materials or workmanship. This Plan provides coverage for each piece of the Covered Equipment recorded above and becomes effective on the date set forth above and expires when cancelled by either the customer or the Plan Owner. This Plan does not provide for normal maintenance, routine cleanings, tune-ups, check-ups, or repairs to correct normal gradual reduction of operating performance.

COVERAGE PROVIDED

Should the Covered Equipment prove defective in material or workmanship while coverage is in effect the Plan Owner will repair the defective Covered Equipment on location, or at the Plan Owner's option cause the Covered Equipment to be replaced with equipment of like age, kind, and quality. Replacement parts may at Plan Owner's sole discretion and option, be either new or remanufactured. Replaced parts shall become and remain the property of the Plan Owner. This Plan provides coverage for on-site repair or replacement of Covered Equipment that has failed during normal operation under the conditions for which it was designed. This Plan does not provide coverage for repair or replacement of Covered Equipment that has failed, in the opinion of the Plan Owner, as a result of tampering, modifications or unauthorized repairs. All service trips to an on-site location must be scheduled with the USI office and are provided on a first come first serve availability during regular business hours.

SHOULD YOU ENCOUNTER EQUIPMENT FAILURE, the following claims procedure must be followed: you must first contact the help line at phone number 1-888-232-8013 which is the official trouble shooting and help service supported by USI and NRTC, a national cooperative organization. If they are unable to correct the issue, they will contact USI on your behalf. You will then be contacted by USI office to schedule a time for an on-site service call. You must authorize repair of the Covered Equipment to determine the cause of failure. If the Plan does not cover the failure because the damage was caused by an incident or effect outside of this Plans coverage, you will be responsible for the cost of the repair. If this Plan covers the failure, USI will bill the customer a \$20.00 co-payment fee. NOTE: If, during the "Coverage Period", the Covered Equipment requires servicing, and any portion of the original equipment warranty remains in effect, USI will have the Covered Equipment serviced under the original equipment warranty. **Unauthorized repairs or modifications will void this Plan.**

CO-PAYMENT FEE

A per occurrence service call co-payment fee of twenty dollars (\$20.00) will apply. This charge will be billed to the Customer. The Plan does not reimburse for unauthorized repairs.

IN-HOME OR ON-SITE SERVICE CALLS

USI will be responsible for reasonable and necessary expenses for on-site service as part of a valid claim or for any failed Covered Equipment that qualifies for in-home or on-site service as defined by USI. Plug and Play components (computer, routers, webcams, printers, game controllers, monitors, etc.) do not qualify for in-home or on-site service. Plug and Play components are those components that the customer provided and customer acknowledges that they are responsible for replacement of such equipment and are not require the Covered Equipment covered by this Plan and therefore ineligible for an on-site service call. **IMPORTANT:** The Purchaser assumes all liability for payment of service calls on non-covered failures of Covered Equipment. Repair service and/or service calls will be made during normal working hours.

EXCLUSIONS

This Plan will not pay for repairs covered by manufacturers recall, service modification bulletins or any other coverage in effect at the time of failure. USI will not be responsible for service calls, labor, parts, repairs or replacement of the Covered Equipment failure due to the following conditions or circumstances included but not limited to: Acts of nature (fire, ice, flood, windstorm, hail, lightning, earthquake, etc.), civil disorders, riot, nuclear accidents, conditions caused by customer negligence, battery leakage, misuse or abuse (whether willful or accidental), malicious mischief, vandalism, theft, general environmental conditions including, but not limited to dirty conditions, sand salt, liquids, humidity, rust, corrosion, animal/insect damage, geological conditions or over-rated capabilities.

This Plan does not cover power cords, cables, connectors, remotes, adapters or any other component not listed above. Adjustment of customer controls, programming, problems due to signal strength or quality, electronic counter-measures by satellite programmers, pre-existing conditions and any problems not covered by original equipment warranty are excluded. Damage to Covered Equipment caused by parts or equipment not covered by this Plan or by loss of power or power surges and fluctuations, cosmetic defects or damage, including, but not limited to, internal disposable items such as batteries, LED's, etc., cabinetry and cabinet parts, doors, hinges, knobs, handles, remote controls and attachments. Also excluded is water damage. Unauthorized modifications or alterations and/or improper installation or use voids this Plan. Coverage is not available for equipment used in commercial applications.

GENERAL PROVISIONS

- 1. USI'S RIGHT TO RECOVER PAYMENT: If USI makes any repair under this Service Contact, USI is then entitled to the Plan owner's rights to claim against anyone else that may have liability for your equipment's failure. The Plan owner shall execute and deliver instruments and papers and do whatever is necessary to transfer and assign such rights. The Plan owner shall do nothing to prejudice or interfere with such rights.
- 2. SERVICE CONTRACT: This is a service contract. It is not a policy of insurance or warranty.
- 3. This Plan terminates for nonpayment of fees and/or programming by the customer to USI, or when cancelled by the customer or USI.

LIMIT OF LIABILITY

The cost to repair the Covered Equipment amount shall not exceed the current fair market value of the Covered Equipment at time of failure. USI's liability is limited to the actual cost of repair or replacement (at USI's option) of the Covered Equipment or any defective part. The liability of USI shall be the lesser of the cost of the authorized repairs or replacement of the Covered Equipment at the current fair market value. Under no circumstances shall USI or their agents be liable for any kind of loss or damage to person or property either direct, consequential, or incidental, arising from the use of, or the inability to use, or from the repair or replacement of the Covered Equipment, to the extent such may be disclaimed by law. Should repair or replacement parts for any of the Covered Equipment become unavailable during the coverage period of this Plan, USI shall be excused from performance hereunder and the Plan will become void and thereafter terminate.

NATURE OF AGREEMENT

This Plan is in substantial compliance with the Federal Warranty Laws of 1975. This Plan may be deemed to be a "Limited Warranty". No alterations to this Agreement are accepted without prior written approval of a USI.

LEGAL RIGHTS

This Plan gives you specific legal rights. You may also have other rights that vary from state to state. This Agreement becomes binding on the 91st day following enrollment or 91 days after the installation date for new USI WildBlue customers provided the customer is enrolled prior to the date of the 91st day and proper payment is received and accepted by USI.

STATE PROVISIONS

This Agreement shall be governed by and interpreted in accordance with the laws of the State of Missouri.

BY SIGNING BELOW I AGREE TO THE TERMS AND CONDITIONS OF THE WILDBLUE SERVICE AND EQUIPMENT PLAN THROUGH UNITED SERVICES, INC:

SERVICE PLAN PAYMENT OPTION: **\$5.95 monthly** **\$100 *Prepaid 24 months**
**Prepay option will automatically renew at \$5.95 monthly rate at the end of initial 24 month period.*

MONTHLY PROGRAMMING RATE: **\$39.95 per month for 12 months (\$49.95 after)**

Customer Name: _____

Date: _____

Signature: _____

Account: _____