

International Loaner Phone Agreement

Customer Name

Customer Wireless Number

Alternate Phone Number

Email Address

Customer Account Number

ESN/MEID Assigned

I have received and read the document entitled "International Roaming Instructions", and understand that I am responsible for the rates defined within, as well as any charges incurred while using the Loaner Device.

I agree to return this Loaner Device to C Spire. If it is determined that the Loaner Device I am returning is damaged and not repairable or has damage not covered by the manufacturer's warranty, a maximum replacement charge of \$449.99 will be billed to my C Spire account. If this charge is billed to my C Spire account, it may cause my account balance to exceed its credit limit resulting in possible service interruption until I make necessary payment.

I also understand that any applications, including ringtones, and software that is downloaded or purchased while I am using this Loaner Device will be lost upon its return to C Spire.

I have also been issued the following Loaner Accessories that will be billed to my account at C Spire Retail price if not returned:

Accessory	Retail Price	Given to Customer
SIM Card	\$20.00	_____
Device Manual	\$0.00	_____
Charger	\$19.99	_____
Battery	\$39.99	_____
Device Back	\$0.00	_____
CLA (car charger)	\$24.99	_____
Other	_____	_____
Other	_____	_____

I, _____, agree to return the Loaner Device and any issued accessories by _____. If the device has not been returned two weeks after this date, C Spire will bill my account \$449.99.

DEFINITIONS: "CUSTOMER" means such individual customer or entity who agrees to the terms of this Agreement. "Cellular" and "Service" shall mean any and all types of wireless telecommunications services purchased from or furnished by or through C Spire.

LIMITATION OF C SPIRE'S LIABILITY: CUSTOMER understands that alternative and competing telecommunications carriers are available to CUSTOMER; interruptions or irregularities in the Service may occur; any potential harm from interruptions or irregularities in the Service is speculative in nature; C Spire cannot offer the Service at rates which reflect its value to each CUSTOMER; and C Spire assumes no responsibility other than that contained in this Agreement. Accordingly, CUSTOMER agrees that except as limited by law, C Spire's sole liability for loss or damage arising out of mistakes, omissions, interruptions, delays, errors, or defects in the Service or transmission of Service provided by C Spire or any other carrier or provider of third party software or applications, or for losses or damages arising out of the failure of C Spire or any carrier or any provider of third party software or applications to maintain proper standards of maintenance and operation shall be as set out in the Tariff and this Agreement, and in the case of third party applications or software, such other terms and conditions as may be posted from time to time at www.cspire.com.

RELEASE: CUSTOMER agrees to and hereby does release C Spire, its officers, directors, agents, and employees ("C Spire Releases"), to the full extent permitted by law from and against any and all claims, damages, liabilities and expenses, including legal and attorneys' fees, of any nature arising directly or indirectly out of this Agreement, including, without limitation, claims for personal injury or wrongful death to CUSTOMER or users of the Wireless Device or Service or used in conjunction with such Wireless Device or Service and arising out of the manufacture, purchase, operation, condition, maintenance, installation, return or use of the Wireless Device or Service, or arising by operation of law, including without limitation, claims based upon strict products liability doctrine, to the extent such claims are not based on grossly negligent acts or omissions of C Spire, its agents or employees. This release shall apply to the extent stated above even where C Spire is found to have been substantially at fault or to have actively engaged in conduct which substantially contributed to the injury suffered by CUSTOMER, and C Spire's assertion of this release as a whole or partial defense to any claim by CUSTOMER shall not be barred by fault or active negligence on the part of C Spire.

EXPORT REGULATION: CUSTOMER acknowledges that software, information and technology downloaded (collectively, "technology") may be subject to certain United States export regulations and import regulations in other countries and that he/she is responsible for complying with such relevant regulations. CUSTOMER agrees to comply with all export or import regulations and laws both foreign and domestic, including but not limited to, the Export Administration Act (50 U.S.C. Appx. §§ 2401 et seq.) and the Export Administration Regulations ("EAR," 50 C.F.R. Parts 730-774). CUSTOMER further specifically agrees, unless expressly authorized by law, not to export or re-export the technology to any country, person, entity or end user subject to United States export controls or under United States embargo. CUSTOMER further represents that no United States federal agency has suspended, revoked or denied its export privileges.

SERVICE AVAILABILITY AND ACCESS/COVERAGE: C Spire does not guarantee network availability. CDMA and international GSM voice and txt coverage as well as data coverage areas may vary depending on domestic or international location. Actual download and upload speeds can depend on device characteristics, network, network availability and coverage levels, tasks, file characteristics, applications and other factors. Performance may also be impacted by transmission limitations, terrain, in-building/in-vehicle use and capacity constraints.

CHECK OUT:

Date Issued

Customer Printed Name

Customer Signature

FOR INTERNAL USE ONLY
International Roaming Loaner Device Checklist

- Verified International Roaming (INTERNATNL_ROAMING) **AND** International Dialing (INTL_DL) features have been added for the Mobile Number receiving the Loaner Device
- Verified the SIM Card Number is correct in the Billing System (validate the number on the SIM Card against the number on the International Roaming feature)
- Verified the SIM Card has been properly inserted in the Loaner Device (go to OPTIONS/ADVANCE > OPTIONS/SIM CARD on the BlackBerry. The serial number of the SIM card will be displayed if the card is properly inserted.)
- Verified the Loaner Device has been programmed to enable International Roaming
 - China & Dominican Republic:
 - Go to "Options" > "Mobile Network" > "Network Mode"
 - Change "Network Mode" to **GSM**
 - Set "Network Selection Mode" to **Automatic**
 - OR**
 - All Other Countries:
 - Go to "Options" > "Mobile Network" > "Network Mode"
 - Change "Network Mode" to **Global**
 - Set "Network Selection Mode" to **Automatic**

Market Manager's Signature

Date Signed

CHECK IN:

Date Returned

Customer Printed Name

Customer Signature

Date Phone Data was wiped