

**SAVINGS GROW
WITH YOUR BUSINESS.**

Sign up for Nextel Equipt today.
Please fill in your information on
the reverse side.

NEXTEL EQUIPT FOR BUSINESS.™

A program for staffs with five or more units.

There's a tool for every job. And Nextel has
the right tool for every doer in any business.

Durable phones that can handle the perils of
construction sites. Small, sleek phones that can slip
discreetly into suit pockets. Phones with Two-Way
Messaging so you can communicate with your team even
if you can't talk. GPS-enabled phones. Handsets with
speakerphone, color screens and Java™ applications.

Your business can't operate in a vacuum. It's fueled
by relationships. Between you and your customers.
And you and your staff.

That's why every Nextel® phone has a built-in
walkie-talkie that connects in under a second.
Across the country, and even across borders into
Canada, Mexico, Argentina, Brazil and Peru. It's the
only international walkie-talkie. It's part of the largest
all digital network, with 13 million people. And it's the
most efficient way to communicate.

Equip your business and get special discounts
on Nextel phones and services.

Nextel Equipt. It's everything you need.

Ask your Nextel Representative which phones
and services are best for your team.

NEXTEL |™

Nextel's Nationwide Network serves 297 of the top 300 markets. ©2005 Nextel Communications, Inc. NEXTEL, the NEXTEL logo and NEXTEL EQUIPT FOR BUSINESS are trademarks of Nextel Communications, Inc. Java and all other Java-based marks are registered trademarks of Sun Microsystems, Inc. All other product and service names are property of their respective owners. All rights reserved.
49557537

EQPTT&C_02/05

TERMS & CONDITIONS.

NEXTEL |™

Nextel Equipt for Business™ Program Agreement

The Nextel Equipt for Business™ Program (the “Program”) is a discount program provided by Nextel that is available to qualifying customer accounts. The Program currently includes the benefits that are explained on: nextel.com/equipt (the “Program Benefits”), which are subject to change at any time at the sole discretion of Company. The Program shall be provided to Nextel’s customers under the terms and conditions stated herein (the “Program Agreement”) by whichever of Nextel’s operating entities is authorized to provide services to the customer who enters into the Program Agreement (such Nextel entity referred to as the “Company”).

I. Eligibility, Opting In and Opting Out

Program Benefits are available only to a customer account existing pursuant to a standard Nextel Subscriber Agreement when such account includes five (5) or more “Qualifying Units” and when the person or entity holding such account agrees to the Program Agreement (each such account holder referred to as a “Member”). For purposes of the Program, a “Qualifying Unit” means a Company cellular phone, BlackBerry® or other radio equipment device (a “Unit”) that is, as of the Program Enrollment Date (as defined below), in service with a subscription to one of Company’s retail rate plans. Qualifying Units do not include deactivated Units, Units associated with suspended or delinquent accounts, or Units with seasonal stand-by price plans. Qualifying Units do not include Units on accounts subject to a negotiated service agreement (including, without limitation, government accounts and accounts subject to a volume purchase commitment). Qualifying Units also do not include Units associated with dealer accounts (accounts held by Company’s authorized dealers), Units used in rental programs, or Units on accounts served by Nextel Partners, Inc. Membership in the Program requires that all Units in the account shall be included in the Program. Subsequent to any Member’s having opted an account into the Program, the Member may, at any time within fifteen (15) calendar days of enrollment, opt out of the Program by visiting nextel.com/equipt. Members who opt out in such a manner will not be subject to the Program Term Commitment (as defined below), although other term commitments associated with the Member’s Units will still apply. Members may opt out of the Program after fifteen (15) days, but will still be subject to the Program Term Commitment. Qualifying Units that enroll in the Program are not eligible for additional recurring rate plan discounts unless such Units were already receiving such recurring rate plan discounts prior to the Program Enrollment Date (as defined below).

II. Program Term Commitment

By enrolling its account in the Program, Member agrees to the following term commitments: (a) for Units acquired prior to the Program Enrollment Date and for which a minimum term commitment under a Nextel Subscriber Agreement is still in effect, the term commitment for each Unit shall be lengthened by one (1) year from the date the term commitment would have ended; and (b) for Units acquired prior to the Program Enrollment Date and for which no minimum term commitment is in effect, the term commitment shall be one (1) year from the Program Enrollment Date (the “Program Term Commitment”). Member acknowledges that he or she shall be subject to an early termination fee of \$200 per Unit if Member terminates service to any Unit that is subject to a Program Term Commitment prior to the end of such commitment. Company incurs a significant cost in providing the Program Benefits. These costs are partially recouped over the length of Member’s Program Agreement with Company through monthly service rate charges to Member, which have been established in part for this purpose. If Member terminates the rate plan subscription for a Unit for any reason (including by porting a Unit’s phone number to another service provider), Member understands and acknowledges that Company will not receive the full benefit of this Agreement with Member, in part because Company will not continue to receive monthly service charges from Member for the terminated Unit. As a result, Company shall incur damages that are difficult, if not impossible, to determine. THEREFORE, IN THE CASE OF MEMBER’S EARLY TERMINATION OF A UNIT’S RATE PLAN SUBSCRIPTION, MEMBER SHALL PAY TO COMPANY, AS LIQUIDATED DAMAGES AND NOT AS A PENALTY (IN ADDITION TO ALL AMOUNTS THEN OWED TO COMPANY), \$200 FOR EACH UNIT SO TERMINATED AS A REASONABLE ESTIMATE OF THE DAMAGES INCURRED BY COMPANY. This is intended to maintain Company’s overall rates at an acceptable level despite Member’s early termination and will be assessed without exception unless otherwise provided in this Program Agreement or by applicable law.

III. Suspension From the Program

Accounts that do not maintain a sufficient number of Qualifying Units for thirty (30) consecutive days are subject to suspension from the Program, and will not be eligible for any recurring discounts or any other Program Benefit. Accounts that are sixty (60) calendar days or more past due will also be suspended from the Program. Accounts that are suspended from the Program will not be eligible for any of the Program Benefits during such time that such suspension is in effect. If any Unit associated with a suspended account is terminated prior to the end of the Program Term Commitment, such Unit will be subject to the early termination fee described in Paragraph II. Accounts that are suspended from the Program can be reinstated in the Program by satisfying, at Company’s sole discretion, the eligibility requirements for the Program.

IV. Program Benefits

Details about membership in the Program and the current Program Benefits can be found at nextel.com/equipt. Company reserves the right to modify the terms and conditions of the Program Agreement, to modify or terminate the Program Benefits, or to terminate the Program, at any time. Any such termination or modification shall be effective immediately upon publication of a notice at nextel.com/equipt. If the modification is material and adverse to Member and Member does not agree to accept the modification, Member may opt out of the Program by notifying Company within sixty (60) calendar days (or such longer period as may be authorized by Company) after the effective date of the modification. Members who opt out in such a manner will not be subject to the Program Term Commitment (although other term commitments associated with the Units, if any, will still apply). The effective date of the modification will be set forth on nextel.com/equipt. If Member does not opt out of the Program during the sixty (60) day period, Member will have agreed to accept the modification and the modification shall have retroactive effect to its effective date. Service discounts for Units acquired prior to the Program Enrollment Date will go into effect starting with the billing period covered by the second invoice following the Effective Date. Service discounts and other Program Benefits for Units acquired on or subsequent to the Program Enrollment Date will appear on the second monthly invoice issued after a Member’s activation of a new Qualifying Unit, or purchase of new services for a Qualifying Unit. Monthly service discounts for a Unit shall not exceed the monthly recurring charge applicable to that Unit. Program Benefits provided to “New Activations,” (as defined at nextel.com/equipt) ordinarily will apply only to Units or services activated on or after the Program Enrollment Date. Units returned by a Member will not be eligible for any Program Benefits.

V. Combined Account Membership

Accounts that are related to one another by common ownership and control may be treated as a single account (a “Combined Account”) for the purposes of satisfying the five (5) Qualifying Unit minimum for Program membership if the Member specifies below all of the accounts that will comprise the Combined Account. Program Benefits will not accrue until Company has verified that all of the accounts that will comprise the Combined Account are related to one another by common ownership and control. PROGRAM ELIGIBILITY FOR ALL ACCOUNTS THAT PARTICIPATE IN THE PROGRAM AS A COMBINED ACCOUNT MAY BE CONTINGENT ON THE CONTINUED ELIGIBILITY OF OTHER ACCOUNTS THAT COMPRISE THE COMBINED ACCOUNT. IN THE EVENT THAT ONE ACCOUNT IN A COMBINED ACCOUNT HAS UNITS THAT NO LONGER QUALIFY FOR THE PROGRAM, OTHER ACCOUNTS WITHIN THE COMBINED ACCOUNT MAY ALSO BE SUBJECT TO SUSPENSION FROM THE PROGRAM IF THE REMAINING ACCOUNTS DO NOT, AS A GROUP, MEET THE FIVE (5) QUALIFYING UNIT MINIMUM.

VI. Affinity Agreement Customers

Notwithstanding the five (5) Qualifying Unit minimum, a Nextel customer who owns a Qualifying Unit pursuant to a “Nextel Communications Affinity Agreement” may qualify for Program Benefits by having an account with one (1) or more Qualifying Units. All other terms, conditions and eligibility requirements of the Program still apply.

VII. Miscellaneous

All other terms and conditions of the Nextel Subscriber Agreement(s) between Member and Company, unless specifically changed hereby, remain in full force and effect. As of the date of Member’s signature below (the “Program Enrollment Date”), the undersigned represents that: (1) he or she has read and understands the terms and conditions of this Program Agreement (including terms related to early termination fees); and (2) if acting on behalf of any person or entity, he or she is fully authorized to bind the person or entity.

Contact Information
(Please fill in all areas)

Name (First & Last): _____

Company Name: _____

Company Address: _____

City, State, Zip: _____

Work Phone Number (Do not enter a cellular number):

(_____) _____ - _____ (ext. _____)

Alternate Phone Number: (_____) _____ - _____ (ext. _____)

Enter a number where Nextel can contact you if additional information is required to complete your order.

Email: _____

BAN (Billing Account Number): _____

Billing Account Name	Billing Account Number

I acknowledge that I have read, understand and agree to the Terms and Conditions of the Nextel Equipt For Business™ Program as stated in this document. If applying for a Combined Account, I certify that all of the accounts listed on this form are related to one another by common ownership and control, and that I have authority to apply for Program membership for all such accounts.

Member Signature: _____

Date: _____