

Terms and Conditions

PLEASE READ THESE TERMS AND CONDITIONS CAREFULLY. They govern the relationship between you and QUALITY™ (SATELLITE WORKS,LLC. and/or “SATELLITE WORKS”) and explain our respective legal rights concerning all aspects of our relationship.

IF YOU USE THE SERVICE OR THE WIRELESS DEVICE, YOU CONSENT TO THE TERMS AND CONDITIONS SET FORTH IN THIS AGREEMENT. IF YOU DO NOT AGREE WITH THESE TERMS AND CONDITIONS, DO NOT USE THE SERVICE OR DEVICE AND NOTIFY US IMMEDIATELY AT 1-844-827-2537 TO CANCEL SERVICE.

This is an agreement ("Agreement") for wireless radio telecommunications services and related services and/or features ("Service") between you and the entity licensed by the Federal Communications Commission to provide Service in the area associated with your assigned telephone, data and/or messaging number(s) ("Number") that is doing business as SATELLITE WORKS ("us" or "we"). The term "Device" means wireless receiving and transmitting equipment that we have authorized to be programmed with the Number.

I. SERVICE

A. Availability/Interruption. SATELLITE WORKS customers have access to nationwide wireless coverage under the agreements between SATELLITE WORKS and its underlying carriers. Please review the coverage maps available on our website, which shows a general representation of wireless coverage. The areas shown are approximate. These maps may include areas served by unaffiliated carriers and may depict their licensed area rather than an approximation of their coverage. Actual coverage may vary and depends on system availability and system capacity, system repairs and modifications, customer's equipment, terrain, signal strength, weather and other conditions. **SATELLITE WORKS does not guarantee network coverage, network availability or network uptime in any manner whatsoever. SATELLITE WORKS does not guarantee uninterrupted service.** Wireless service offered by SATELLITE WORKS requires a compatible Device and are only available in the coverage area subject to wireless network availability. Not all features or Service offerings are available at all locations. Charges will be based on the location of the site receiving and transmitting the call, not your location. Rates apply to calls made within the SATELLITE WORKS coverage areas. Your Device's display does not indicate the rate that you will be charged.

B. Use of Service/Device/Number. Reproduction, retransmission, dissemination or resale of Service is prohibited without prior written contractual arrangements from SATELLITE WORKS, Inc. and any required regulatory approvals. You are responsible for ensuring that your Device is compatible with our Service and meets federal standards. You are responsible for the purchase and maintenance of any additional hardware, software and/or Internet access from your PC required to use the Service. You consent to receiving advertising, alerts and other broadcast messages from SATELLITE WORKS,LLC. or our authorized agents. You shall acquire no proprietary interest in numbers assigned by SATELLITE WORKS for your use. You have no ownership rights to the

Number, any IP address, any e-mail address or any other identifier provisioned by us, our agents or the manufacturer of your Device to be used with the Service, and you agree we may change any such Number, IP address, e-mail address or any other identifier at any time with or without prior notice to you. Any Device purchased through our program has been manufactured to operate exclusively with Service provided by us. The Device cannot be activated with any other wireless carrier. By using the Service, you agree to abide by the terms and conditions of any applicable software licenses.

C. Unauthorized Usage. You agree not to use the Device or Service for any unlawful, unauthorized or abusive purpose or in any way that damages our property or others' property, or interferes with, harms or disrupts our system or other operators' systems or other users. You will comply with all laws while using the Service and you will not transmit any communication or data that would violate any laws, court order, or regulation, or would likely be offensive to the recipient. You are responsible for all content that you transmit using the Service. You may not install any amplifiers, enhancers, repeaters or other devices that modify, disrupt or interfere in any way with the radio frequency licensed to us to provide Service. If your Device, user name or password is stolen or Service is fraudulently used, you must immediately notify us and provide us with such documentation and information as we may request (including affidavits and police reports). Until you notify us, you will remain responsible for all charges. We have the right to interrupt or restrict Service to your Number, without notice to you, if we suspect fraudulent, illegal, or abusive activity. You agree to cooperate with us in any fraud investigation and to use any fraud prevention measures we prescribe. Failure to provide reasonable cooperation may result in your liability for all fraudulent usage.

D. Release of Information. You consent to our release of information about you when we believe release is appropriate to comply with the law (e.g. a lawful subpoena, E911 information); to enforce or apply our customer agreements; to initiate, render, bill and collect for Services; to protect our rights or property; to protect users of those Services and other carriers from fraudulent, abusive, or unlawful use of, or subscription to, such Services; or if we reasonably believe that an emergency involving immediate danger of death or serious physical injury to any person requires disclosure of communications or justifies disclosure of records without delay. You are deemed to have reviewed and consented to our Privacy Policy posted on our website at WWW.SATELLITEWORKS.COM/CELLPHONE.

E. Your Rights to End This Agreement. You may terminate your Service at any time by notifying us of your intention to terminate Service. There is no penalty or termination fee; however, it may take up to 30 days to process the termination request and the balance remaining in your account is forfeited upon termination of Service. Your Service will resume and the termination request will be cancelled if you use your Service prior to our processing your termination notification.

II. CHARGES/PAYMENTS/DEFAULT

A. Generally. You are responsible for paying all charges, including but not limited to: airtime, access, features, voice mail access, voice mail delivery, data usage, text messages, downloadable content, alerts, roaming, long distance, directory and operator assistance charges, the price of Devices and accessories, charges for other goods and services and shipping/handling fees. You will

be billed at domestic airtime or roaming rates (please refer to rate card) for 800, 866, 877, 888, and other "toll free" calls. Applicable international charges will always be billed for direct dial calls placed from your Device. A long distance provider chosen by SATELLITE WORKS,LLC. will provide your long distance. For all calls, the length of the call will be measured during the time that you are connected to our system, which is approximately from the time you press "Send" or other key to begin a call until approximately the time you press "End," or other key to terminate the call. Airtime usage on each call is deducted in full minute increments, with partial minutes of use rounded up to the next full minute. For calls placed in the United States, you will not be charged for busy or unconnected calls if you press "End" or "No" within 30 seconds. Unanswered calls lasting 30 seconds or more will be charged standard airtime and rounded up to the nearest minute. Call waiting, 3-way calling, call forwarding, voicemail will incur applicable airtime or roaming and wireless long distance charges. Please note you may be charged a higher rate for calls made off-network. You will be charged for any check or electronic bank draft returned for non-payment. Please refer to your rate card for details.

B. Account Balance. All charges incurred will be deducted automatically from your account. Any amounts loaded into your account are not transferable or refundable. You should take reasonable efforts to safeguard your Device and replenishment airtime cards. No refunds or other compensations will be given for returned, expired, lost, damaged, or stolen cards. Amounts deposited to your account expire between 0 to 365 days depending on card denomination. If new amounts are not added to your account prior to the expiration date any remaining amounts will be forfeited. Your account may be canceled if there is no usage (billable or non-billable) or if the balance remains as \$0 for 30 consecutive days or more and you may be required to pay a fee to resume service. Credit card replenishment is available; limitations apply. In some instances you may be able to complete a call when the billing functionality is interrupted. When this occurs you will not receive correct balance information. All calls, however, will be deducted from your account and the balance updated when the billing functionality is operable. You are responsible for all data usage sent through our network and associated with the Device, regardless of whether the Device actually receives the information. For SATELLITE WORKS monthly plans: Airtime expiration is 30 days from date appropriate refill is loaded onto your account. To ensure uninterrupted service, you are required to recharge your account at least once every 30 days. Your account will be canceled if the balance remains at \$0 for 30 consecutive days or more.

C. Use of Service/Rates. Your Service rates and other charges and conditions for each Number or Device are described in the replenishment card packaging and at our website at WWW.SATELLITEWORKS.COM/CELLPHONE, each of which is a part of this Agreement. You can place domestic and international calls from the U.S. to certain designated international locations. The prepaid per minute rates are based on the card value purchased. International rates vary and are subject to change. Visit WWW.SATELLITEWORKS.COM/CELLPHONE for international rates and available countries applicable to your QUALITY™ plan. You cannot use the Service to place calls to 500, 700, 855, 900 or 976 numbers; or to place operator-assisted calls such as third-party-billed, and collect calls. Rates for calls to directory assistance are \$3.00 per call plus airtime or roaming charges. You will be billed at domestic rates for 800, 888, 877, and 866 number calls. You are responsible for all taxes and surcharges associated with your use of the Service. Other than calls to 911, you can only make and receive calls when your account has a positive balance. Special dialing patterns may be required when making roaming or international calls. Some

locations require a credit card to complete a call; these rates will be higher. When in these areas, you will not be able to receive calls. Prepaid wireless service is not available for purchase or use in all areas. When using Call Waiting or Three-Way Calling, you will incur two simultaneous airtime charges and if you disconnect from a conference call while the other two parties remain connected, you will continue to incur airtime charges for all calls. Nationwide long distance included from within the 50 states, Puerto Rico and U.S. Virgin Islands. Calls from the 50 United States to other destinations, including Puerto Rico and the U.S. Virgin Islands, may be considered international long distance calls and rated accordingly.

D. Default/Termination. If you breach any representation to us or fail to perform any of the promises you made in the Agreement, you will be in default and we may, without notice to you, suspend Service and/or terminate this Agreement, in addition to all other remedies available to us.

E. Account Information. Any person able to provide your Number and personal identification number is authorized by you to make changes to your account. You consent to disclosure of any information about you to any person as permitted by law if any Device programmed with your Number calls an emergency service number such as 911 or, if we reasonably believe that an emergency involving immediate danger of death or serious physical injury to any person requires disclosure of communications or justifies disclosure of records without delay.

F. CPNI Consent. Under federal law, you have a right, and we have a duty, to protect the confidentiality of information about the amount, type, and destination of your wireless service usage (CPNI). You consent to us sharing your CPNI with SATELLITE WORKS, Inc., its affiliates and its contractors, to develop or bring to your attention any products and services. This consent survives the termination of your Service and is valid until you remove it. To remove this consent at any time, notify us in writing at SATELLITE WORKS,LLC. Attn: CPNI, 3309 W 70TH STREET, SHREVEPORT, LA 71108, providing your name, home address, home telephone including area code, and personal identification number. Removing consent will not affect your current Service.

G. Regulatory Recovery Fee. The Regulatory Recovery Fee is assessed by QUALITY™ to recover costs associated with compliance and payment of telecommunications taxes and fees. The regulatory recovery fee may be charged to all service payments to cover charges including, but not limited to: 1) Federal Universal Service Fund Fees, 2) E911 or 911 Fees, 3) State, County and Local Telecommunications Taxes and Surcharges, 4) Legal costs for regulatory compliance, 5) State and Local Sales Tax. Although added to the overall charge, the Regulatory Recovery Fee is separate from the cost of any Services.

H. No Refunds for Your Cancellation of Service or Product Order. SATELLITE WORKS offers prepaid, non-refundable service only. You may cancel any Service plan that you pay for in advance at any time; provided that, except as otherwise may be required by applicable law, you will not receive any refund of amounts paid to us in connection with such Service plan (regardless of whether such plan is a 7-, 15-, or 30 day Service plan or a multi-month Service plan). Any purchase from the SATELLITE WORKS website is considered a final sale and is non-refundable, except as otherwise may be required by applicable law. Any purchase from one of our authorized e-commerce outlets hosted on a third party site, including eBay.com and Amazon.com, is also non-refundable, except as otherwise may be required by applicable law or as provided by SATELLITE WORKS'S specific terms on such third party site.

I. Auto-Refill Plans. QUALITY™ Auto-Refill Plans are available in various denominations of minutes and service days. You may enroll in Auto-Refill by registering your credit or debit card online with QUALITY™ through your Online Account and selecting the Service Plan you want. With Auto-Refill, a new Service Plan will be automatically purchased and added to your Account each month on your Plan Expiration Date and your credit or debit card will automatically incur a charge for the cost of the Plan you elect to purchase on a recurring basis. Please note that your Auto-Refill billing date is determined by your plan expiration date for the plan you have purchased with QUALITY™. To modify or cancel Auto-Refill you must contact Customer Service or login to your online account to request cancellation of Auto-Refill.

J. Online Product Purchases. For all Devices and SIM Kits purchased online ("Online Product Purchases"), QUALITY™ reserves the right to change quantities available for purchase at any time, even after you place an order. Furthermore, there may be occasions when QUALITY™ confirms your order but subsequently learns that it cannot supply the ordered product. In the event we cannot supply a product that you ordered, QUALITY™ will cancel and refund your order purchase based on the full price paid. Online Product Purchases are not intended for resale. You are not eligible to request a refund for any Online Product Purchases when forty-five (45) calendar days have passed since the order date ("45-Day Refund Exclusion"). Online Product Purchases that are subject to the 45-Day Refund Exclusion, that are bundled with a service plan, and that are not subsequently activated will automatically become inactive after ninety (90) calendar days following the order date. Online Product Purchases are set up as auto-refill charges. Auto-refill billing will begin 30 days after activation. Your auto-refill subscription will continue to recur until you terminate your subscription at SATELLITEWORKS.COM/CELLPHONE.

K. Family Plans. Each line of service on a QUALITY™ family plan will be charged the full monthly retail price during the first month of service. All lines of service on a family plan must share the same expiration date on subsequent billing months. As a result, lines added to a family plan after the initial primary line may receive a partial month service period for the first month of service. For such lines, SATELLITE WORKS Mobile will provide discount credits to the second month of service on a prorated basis.

III. INTENDED USAGE & RESTRICTIONS ON USE

You agree that SATELLITE WORKS plans are to be used for voice and SMS messaging only between two individuals. You agree that the Service is not to be used for any type of monitoring service, commercial data transmission, transmission of recorded material or broadcasts, non-personal or non-real time conference call bridging, call forwarding for extended periods of time or other use that does not consist of uninterrupted live voice or SMS messaging between two individuals. SATELLITE WORKS may terminate or suspend Service or change your plan to one that does not offer unlimited Service if SATELLITE WORKS determines that you are using the unlimited Service offer in an unauthorized manner as described in this section. SATELLITE WORKS will make reasonable efforts to give prior notice before taking any above action and you may terminate the unlimited Service.

A. Voice Services. UNLIMITED DOES NOT MEAN UNREASONABLE USE. UNLIMITED voice services are provided solely for active live dialog between individuals. UNLIMITED voice services

may not be used for monitoring services, data transmissions, transmission of or listening to broadcasts, transmission or receipt of recorded material, machine-to-machine or one-way audio applications, or other connections that do not consist of uninterrupted active, live dialog between individuals. If SATELLITE WORKS finds that you are using an UNLIMITED voice service offering for anything other than active, live dialog between individuals, SATELLITE WORKS may at its option terminate your service or change your plan to one with no UNLIMITED usage components. SATELLITE WORKS reserves the right to cancel or deactivate Service without notice in order to protect its network or services from harm due to any cause including, without limitation, the excessive and/or improper use of SATELLITE WORKS service. SATELLITE WORKS reserves the right to deny or terminate Service, without notice, to anyone SATELLITE WORKS believes is using the Service in any manner prohibited above or whose usage, in SATELLITE WORKS'S sole discretion, adversely impacts the Carrier's network or customer service levels. SATELLITE WORKS will presume that you are engaging in a prohibited use in violation of these Terms of Use if, in SATELLITE WORKS'S sole discretion, you are deemed to be placing an abnormally high number of calls, or repeatedly placing calls of unusually long duration, or appear to be using the services in a prohibited manner as described herein, or if your talk, text or mobile web usage is harmful or disruptive to the Carrier's network or services. If we determine, at our sole discretion, that you are using the Service in violation of these Terms of Use, or in any other manner that we deem to be unreasonable or excessive, then we may terminate individual calls, decline to renew your service, and/or offer you a different service plan with no unlimited usage component. Notwithstanding the foregoing, **SATELLITE WORKS reserves the right to deny service, deactivate or cancel existing service to anyone for any reason at any time, in SATELLITE WORKS'S sole discretion.**

B. Text Services. UNLIMITED DOES NOT MEAN UNREASONABLE USE. Text services are provided solely for live messaging purposes between individuals or for other personal, non-commercial use. Text services may not be used for Premium SMS which utilizes short codes, SMS chat programs, monitoring services, data transmissions, or other connections that do not consist of uninterrupted live messaging purposes between individuals. If SATELLITE WORKS finds that you are using an UNLIMITED text service offering for anything other than live messaging purposes between individuals, SATELLITE WORKS may at its option terminate your service or change your plan to one with no UNLIMITED usage components. Text messages are limited to 160 characters per message. Premium text messages are NOT permitted under UNLIMITED Text Services. SATELLITE WORKS currently supports international text messaging, but not as an UNLIMITED feature. Additional charges will apply for international text messaging. SATELLITE WORKS does not guarantee delivery of messages and reserves the right to change this offer as needed without notification. Text messages, including downloaded content, not delivered within 7 days will be deleted. SATELLITE WORKS reserves the right to change this delivery period as needed without notification. You are charged for each part of messages that are delivered to you in multiple parts. When a single message is sent to multiple recipients, the sender is charged for one message for each recipient and each recipient is charged for the message received. QUALITY™ reserves the right to deny or terminate Service, without notice, to anyone QUALITY™ believes is using QUALITY™ service in any manner prohibited above or whose usage, in SATELLITE WORKS'S sole discretion, adversely impacts the Carrier's network or customer service levels. QUALITY™ will presume you are engaging in a prohibited use in violation of these Terms of Use if in

SATELLITE WORKS'S sole opinion, you are placing an abnormally high number of text messages, or if your talk, text or Mobile Web usage is harmful or disruptive to the Carrier's network or services. If we determine, at our sole discretion, that you are using QUALITY™ service in violation of the SATELLITE WORKS Terms of Use, or in any other manner that we deem to be unreasonable or excessive, then we may terminate and/or block individual messages, decline to renew your service, and/or offer you a different service plan with no unlimited usage component. Notwithstanding the foregoing, SATELLITE WORKS reserves the right to deny service, deactivate or cancel existing service to anyone for any reason at any time, in SATELLITE WORKS'S sole discretion.

C. Data Services. UNLIMITED DOES NOT MEAN UNREASONABLE USE. UNLIMITED Data services are provided solely for personal, non-commercial access to the Internet for purposes of web browsing, messaging, and similar data activities as your authorized device's native applications and capabilities permit. To ensure that all customers have access to reliable services provided at a reasonable cost, you may not use our services in a manner that interferes with another QUALITY™ customer's use of our service or that disproportionately impacts QUALITY™ network or resources. SATELLITE WORKS reserves the right, without notice or limitation, to place you on a different service plan with no unlimited usage components, to limit data throughput speeds or quantities, or to deny, terminate, end, modify, disconnect or suspend your service, or decline to renew your service, if you engage in any of the prohibited uses detailed herein or if QUALITY™, in our sole discretion, determines that action is necessary to protect our wireless service or resources from harm or degradation, or that your usage disproportionately impacts QUALITY'S network or resources. You may not use our data service: (1) with server devices or host computer applications or other systems that drive continuous heavy traffic or data sessions, including, but not limited to, disproportionate web camera posts or broadcasts, automatic data feeds, automated machine-to-machine connections, peer-to-peer (P2P) file-sharing applications broadcast to multiple servers or recipients such that they could enable "bots" or similar routines; (2) as a substitute or backup for private lines or frame relay connections; (3) to send or receive unusually high numbers of messages; (4) to engage in atypical web usage behaviors; (5) for any activity that adversely affects the ability of other people or systems to use either our wireless services or other parties' Internet-based resources; and (6) for any other reason that, in our sole discretion, harms our network or disproportionately impacts QUALITY'S network or resources. Users on our Unlimited Plan may notice reduced data speeds when data usage exceeds an average of 1GB of usage per day during the current billing month for an extended period of time.

D. SATELLITE WORKS service plans may ONLY be used for the following purposes: (i) Person to Person Voice Calls (ii) Text and Picture Messaging and (iii) Internet browsing through the QUALITY™ web service. **QUALITY™ service MAY NOT be used for any other purpose. Examples of prohibited uses include, without limitation, the following: (i) continuous mobile to mobile or mobile to landline voice calls; (ii) automated text or picture messaging to another mobile device or e-mail address; (iii) uploading, downloading or streaming of audio or video programming or games for commercial or non-personal purposes; (iv) server devices or host computer applications, including, but not limited to, Web camera posts or broadcasts, automatic data feeds, automated machine-to-machine connections or peer-to-peer (P2P) file sharing; or (v) as a substitute or backup for private lines or dedicated data connections. This means, by way of example only, that checking email, surfing the Internet,**

downloading legally acquired songs, and/or visiting corporate intranets is permitted, but downloading movies using P2P file sharing services and/or redirecting television signals for viewing on laptops is prohibited. A person engaged in prohibited uses may have his/her service terminated without notice or a refund. SATELLITE WORKS reserves the right to deny service, deactivate or cancel existing service to anyone for any reason at any time, in SATELLITE WORKS'S sole discretion.

E. SATELLITE WORKS service plans are for individual use only and not for resale. Specifically, SATELLITE WORKS services are provided solely for live dialogue between, and initiated by, two individuals for personal use and as otherwise described in this policy. Unlimited voice services may not be used for any other purposes, including, but not limited to, conference calling, monitoring services, data transmissions, transmission of broadcasts, transmission of recorded material, interconnection to other networks, telemarketing, autodialed calls, other commercial uses, or other connections that do not consist of uninterrupted live dialogue between two individuals.

F. SATELLITE WORKS reserves the right to cancel or deactivate service, and/or reduce data throughput, without notice, in order to protect the Carrier's network from harm due to any cause including, without limitation, the excessive and/or improper use of SATELLITE WORKS service. SATELLITE WORKS reserves the right to limit or reduce data throughput speeds or the amount of data transferred, block particular websites, and to deny or terminate Service, without notice, to anyone SATELLITE WORKS believes is using the Service in any manner prohibited above or whose usage, in SATELLITE WORKS'S sole discretion, adversely impacts the Carrier's network or customer service levels. SATELLITE WORKS will presume you are engaging in a prohibited use in violation of these Terms and Conditions if in SATELLITE WORKS'S sole opinion, you are placing an abnormally high number of calls, or repeatedly placing calls of unusually long duration, or if your talk, text or Mobile Web usage is harmful or disruptive to the Carrier's network or services. If we determine, at our sole discretion, that you are using the Service in violation of these Terms and Conditions of Service, or in any other manner that we deem to be unreasonable or excessive, then we may terminate individual calls, terminate or reduce the speed of data connection throughput, Mobile Web Access or terminate your service, decline to renew your service, block particular websites, and/or offer you a different service plan with no unlimited usage component. Notwithstanding the foregoing, SATELLITE WORKS reserves the right to deny service, deactivate or cancel existing service, block particular websites, terminate data connections and/or reduce data throughput speeds, to anyone for any reason at any time, in SATELLITE WORKS'S sole discretion.

G. SATELLITE WORKS may discontinue providing Service to you, discontinue your account, discontinue providing connections to particular telephone numbers or types of Services used or called by you, terminate data connections and/or reduce data throughput speeds for any reason that we deem appropriate, including but not limited to accounts with usage patterns, in the sole judgment of SATELLITE WORKS: (1) appear likely to generate abnormally high call volumes or Mobile Web Access and data usage and/or abnormally long average call lengths or Mobile Web Access and data usage as compared to the usage of other SATELLITE WORKS customers; (2) may be harmful, disruptive, or interfere with the Carrier's network or SATELLITE WORKS or the Carrier's ability to provide service to other customers; or (3) for any other reason in SATELLITE WORKS'S sole discretion. By initiating Service and placing or receiving calls, you acknowledge and agree to SATELLITE WORKS'S right to terminate your Service under these circumstances.

H. SATELLITE WORKS may modify or cancel any Service or take corrective action at any time without prior notice and for any reason, including but not limited to your violation of this agreement.

I. SATELLITE WORKS SERVICE CANNOT BE USED FOR: (1) access to the Internet, intranets, or other data networks except as the device's native applications and capabilities permit, or (2) any applications that tether your device to a laptop or personal computer other than for the use of Wireless Sync unless the terms of that particular service plan allow for mobile hotspot access, or (3) any other prohibited uses described herein. IN ADDITION TO THE DISCLAIMERS SET FORTH IN THE AGREEMENT, YOU ACKNOWLEDGE THAT THE USE OF THE SATELLITE WORKS SERVICE IS AT YOUR SOLE RISK. THE SERVICE IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS WITHOUT WARRANTY OF ANY KIND. SATELLITE WORKS MAKES NO WARRANTY THAT SATELLITE WORKS SERVICES WILL (i) MEET YOUR REQUIREMENTS, (ii) ALLOW ACCESS TO ALL THIRD PARTY SITES, OR (iii) BE UNINTERRUPTED, TIMELY, SECURE OR ERROR FREE. NO ADVICE OR INFORMATION OBTAINED FROM ANY OTHER SOURCE SHALL CREATE ANY WARRANTY NOT EXPRESSLY STATED IN THE AGREEMENT OR THESE TERMS OF USE. You are responsible for all activities undertaken by you using the SATELLITE WORKS Services, including without limitation, the use of email. You shall not use, nor allow others to use, SATELLITE WORKS Services in a manner or for a purpose contrary to this Agreement.

IV. LIMITATIONS

The parties intend that the limitations on liability, warranty and damage awards provided for in this Agreement will apply to the fullest extent allowed by law. Some jurisdictions do not allow the exclusion of certain warranties or the waiver, limitation or exclusion of liability for punitive, incidental or consequential damages, or for intentional or willful conduct in some circumstances. To the extent that applicable law does not permit any of these limitations, they will not apply to you.

A. Limitation of Liability. WE ARE NOT LIABLE FOR ACTS OR OMISSIONS OF ANOTHER SERVICE PROVIDER OR ANY THIRD PARTY PROVIDERS OF SERVICES OR DEVICES RELATED TO USE OF THE DEVICE OR SERVICE, FOR INFORMATION PROVIDED THROUGH YOUR DEVICE, LACK OF PRIVACY OR SECURITY EXPERIENCED WHEN USING THE DEVICE, EQUIPMENT FAILURE OR MODIFICATION, OR OTHER CAUSES BEYOND OUR REASONABLE CONTROL, INCLUDING WITHOUT LIMITATION ANY REPRESENTATIONS THAT THE SERVICES WILL BE ERROR-FREE, UNINTERRUPTED, OR FREE FROM UNAUTHORIZED ACCESS (INCLUDING THIRD PARTY HACKERS OR DENIAL OF SERVICE ATTACKS). WE ARE NOT LIABLE FOR SERVICE OUTAGES, NOR FOR SERVICE LIMITATIONS OR INTERRUPTIONS. OUR LIABILITY AND THE LIABILITY OF ANY UNDERLYING CARRIER FOR ANY FAILURE OR MISTAKE SHALL IN NO EVENT EXCEED OUR SERVICE CHARGES DURING THE AFFECTED PERIOD. SATELLITE WORKS AND ANY UNDERLYING CARRIER ARE NOT LIABLE FOR ANY INCIDENTAL, PUNITIVE OR CONSEQUENTIAL DAMAGES SUCH AS LOST PROFITS. YOU AND WE BOTH WAIVE TO THE FULLEST EXTENT ALLOWED BY LAW, ANY CLAIMS TO RECOVER INCIDENTAL, PUNITIVE AND CONSEQUENTIAL DAMAGES. WE AND ANY UNDERLYING CARRIER ARE NOT LIABLE FOR (i) ECONOMIC LOSS OR INJURIES TO PERSONS OR PROPERTY ARISING FROM THE USE OF THE SERVICE, THE DEVICE OR ANY EQUIPMENT USED IN CONNECTION WITH THE DEVICE UNLESS CAUSED BY OUR SOLE AND

GROSS NEGLIGENCE, OR (ii) THE INSTALLATION OR REPAIR OF THE DEVICE BY ANY PARTIES WHO ARE NOT OUR EMPLOYEES. THIS PARAGRAPH SHALL SURVIVE TERMINATION OF THIS AGREEMENT.

B. Indemnification. UNLESS CAUSED BY THE SOLE NEGLIGENCE OF SATELLITE WORKS, YOU SHALL INDEMNIFY AND HOLD SATELLITE WORKS, ITS OFFICERS, EMPLOYEES, SUPPLIERS OF SERVICE AND AGENTS HARMLESS AGAINST ANY AND ALL CLAIMS, DEMANDS, SUITS, JUDGMENTS, CAUSES OF ACTION, LOSSES, EXPENSES, FEES (INCLUDING REASONABLE ATTORNEY'S FEES), AND LIABILITY OR DAMAGES FOR LIBEL, SLANDER OR INFRINGEMENT OF COPYRIGHT FROM THE MATERIAL TRANSMITTED VIA THE DEVICE OR SERVICE , AND AGAINST ANY AND ALL OTHER CLAIMS, DEMANDS, SUITS, JUDGMENTS, CAUSES OF ACTION, LOSSES, EXPENSES, FEES (INCLUDING REASONABLE ATTORNEY'S FEES), LIABILITY, INCLUDING WITHOUT LIMITATION FOR ANY PERSONAL INJURY OR DEATH, ARISING IN ANY WAY DIRECTLY OR INDIRECTLY IN CONNECTION WITH THIS AGREEMENT OR THE USE OR INABILITY TO USE THE DEVICE OR SERVICE (WHETHER CAUSED IN WHOLE OR IN PART BY THE NEGLIGENCE OF SUPPLIERS OF SERVICE OR DEVICE). THIS INDEMNITY SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT. YOU AGREE TO DEFEND, INDEMNIFY, AND HOLD US, OUR AFFILIATES AND AGENTS AND ANY OTHER SERVICE PROVIDER, HARMLESS FROM CLAIMS OR DAMAGES RELATING TO THIS AGREEMENT OR YOUR PROMISES OR STATEMENTS MADE IN IT AND USE OF THE DEVICE OR SERVICE UNLESS DUE TO OUR SOLE AND GROSS NEGLIGENCE. YOU ALSO AGREE TO PAY OUR REASONABLE ATTORNEYS' AND EXPERT WITNESS FEES AND COSTS INCURRED IN ENFORCING THIS AGREEMENT THROUGH APPEAL EXCEPT AS PROVIDED IN PARAGRAPH 5, BELOW. USE OF YOUR DEVICE WHILE OPERATING A MOTOR VEHICLE OR IN ANOTHER DISTRACTED OR NEGLIGENT MANNER MAY BE PROHIBITED, OR RESTRICTED BY LAW IN SOME AREAS. IT IS YOUR RESPONSIBILITY TO CONFORM TO ALL SUCH LAWS OR REGULATIONS AND YOU SHALL INDEMNIFY US FROM CLAIMS ARISING FROM ANY SUCH UNLAWFUL OR NEGLIGENT USE. THIS PARAGRAPH SHALL SURVIVE TERMINATION OF THIS AGREEMENT.

C. No Warranties. WE MAKE NO EXPRESS WARRANTY REGARDING THE SERVICE OR THE DEVICE OR ANY SERVICES OR DEVICES PROVIDED BY ANY THIRD PARTIES, AND DISCLAIM ANY IMPLIED WARRANTY, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. WE DO NOT AUTHORIZE ANYONE TO MAKE ANY WARRANTY ON OUR BEHALF AND YOU SHOULD NOT RELY ON ANY SUCH STATEMENT. WE ARE NOT THE MANUFACTURER OF THE DEVICE AND ANY STATEMENT REGARDING IT SHOULD NOT BE INTERPRETED AS A WARRANTY. THIS PARAGRAPH SHALL SURVIVE TERMINATION OF THIS AGREEMENT.

V. RESOLUTION OF DISPUTES

PLEASE READ THIS SECTION CAREFULLY. IT AFFECTS RIGHTS THAT YOU MAY OTHERWISE HAVE. IT PROVIDES FOR RESOLUTION OF MOST DISPUTES THROUGH ARBITRATION INSTEAD OF COURT TRIALS AND CLASS ACTIONS. ARBITRATION IS FINAL

AND BINDING AND SUBJECT TO ONLY VERY LIMITED REVIEW BY A COURT. THIS ARBITRATION CLAUSE SHALL SURVIVE TERMINATION OF THIS AGREEMENT.

A. Binding Arbitration It is intended that this provision be interpreted broadly to encompass all disputes or claims arising out of our relationship. Any dispute or claim, including those against any of our subsidiary, parent or affiliate companies, arising out of or relating to this Agreement, our Privacy Policy or the Service or any equipment used in connection with the Service (whether based in contract, tort, statute, fraud, misrepresentation or any other legal theory) will be resolved by binding arbitration except that (1) you may take claims to small claims court if they qualify for hearing by such a court, or (2) you or we may choose to pursue claims in court if the claims relate solely to the collection of any debts you owe to us.

B. Arbitration Procedures. You must first present any claim or dispute to us by contacting Customer Care to allow us an opportunity to resolve the dispute. You may request arbitration if your claim or dispute has not been resolved within 90 days. The arbitration of any dispute or claim shall be conducted in accordance with the American Arbitration Association ("AAA") under the Wireless Industry Arbitration Rules ("WIA Rules"), as modified by this Agreement. The WIA Rules and information about arbitration and fees are available upon request from the AAA online at www.adr.org. You and we agree that this Agreement evidences a transaction in interstate commerce and this arbitration provision will be interpreted and enforced in accordance with the Federal Arbitration Act and federal arbitration law. Unless you and we agree otherwise, any arbitration will take place in the county seat for the county in which your billing address is located. At either party's election, the arbitration shall be held telephonically. An arbitrator may award any relief or damages (including injunctive or declaratory relief) that a court would award, except an arbitrator may not award relief in excess of or contrary to what this Agreement provides and may not order relief on a consolidated, class wide or representative basis. In any arbitration applying the WIA Rules applicable to large/complex cases, the Arbitrators must also apply the Federal Rules of Evidence, and the losing party may have the award reviewed in accordance with the review procedures set forth in the WIA Rules. Judgment on any arbitration award may be entered in any court having proper jurisdiction. If any portion of this arbitration clause is determined by a court to be inapplicable or invalid, then the remainder shall still be given full force and effect.

C. Costs of Arbitration. For claims of less than \$1,000, you will be obligated to pay \$25 and we will pay all other administrative costs and fees. For claims over \$1,000 but under \$75,000, you will be obligated to pay your share of the arbitration fees, but no more than the equivalent court filing fee for a court action filed in the jurisdiction where your billing address is located. For arbitrations in excess of \$75,000, all administrative fees and expenses of arbitration will be divided equally between you and us. In all arbitrations, each party will bear the expense of its own counsel, experts, witnesses and preparation and presentation of evidence at the arbitration.

D. Waiver of Class Actions. By this Agreement, both you and we are waiving certain rights to litigate disputes in court. You and we both agree that any arbitration will be conducted on an individual basis and not on a consolidated, class wide or representative basis. If for any reason this arbitration clause is deemed inapplicable or invalid, or to the extent this arbitration clause allows for litigation of disputes in court, you and we both waive, to the fullest extent allowed by law, any right to pursue any claims on a class or consolidated basis or in a representative capacity.

E. Limitations Period. Any arbitration or legal action with respect to any and all claims or causes of action related to or arising out of this Agreement must be brought within two years after the cause of action arises, or within the applicable statutory period of time, whichever is shorter. This limitations period does not apply to any given cause of action when the statutory limitations period for that cause of action cannot be waived, restricted or otherwise limited by you.

VI. MISCELLANEOUS

Not all plans or Services are available for purchase or use in all sales channels, in all areas or with all devices. SATELLITE WORKS is not responsible for loss or disclosure of any sensitive information you transmit. SATELLITE WORKS'S wireless services are not equivalent to landline Internet. SATELLITE WORKS is not responsible for nonproprietary services or their effects on devices. SATELLITE WORKS RESERVES THE RIGHT TO TERMINATE YOUR SERVICES WITH OR WITHOUT CAUSE, INCLUDING WITHOUT LIMITATION, UPON EXPIRATION OR TERMINATION OF YOUR WIRELESS SERVICE. You may receive unsolicited messages from third parties as a result of visiting Internet sites, and a per-message charge may apply whether the message is read or unread, solicited or unsolicited.

A. Privacy. We are not liable for any lack of privacy, which may be experienced with regard to the Service. You authorize our monitoring and recording of calls to us concerning your account or the Service and consent to our use of automatic dialing equipment to contact you. We have the right to intercept and disclose any transmission over our facilities in order to protect our rights or property.

B. Assignment. We may assign all or part of this Agreement without such assignment being considered a change to the Agreement and without notice to you. We are then released from all liability. You may not assign this Agreement without our prior written consent.

C. Notices. We may send you notice by mail or electronic means, in our sole discretion. Notices to you shall be effective 1) 3 days following the date deposited in the U.S. Mail or delivered to a nationally recognized courier or delivery service, postage prepaid and addressed to your address as kept in our files and/or 2) immediately upon our transmission using an electronic means such as e-mail or text messaging service. You are responsible for notifying us of any changes in your mailing or e-mail address. Written notice to us shall be effective when directed to our Customer Care Department (at the mailing address listed on our website) and received by us. Oral and electronic notices shall be deemed effective on the date reflected in our records. Your notice must contain specific information adequate to identify you and your Service.

D. Entire Agreement. These Terms and Conditions represent the entire agreement between you and us, which may only be amended as described in this Agreement. This Agreement supersedes any inconsistent or additional representations made to you by any of our representatives, agents or dealers. If any part of this Agreement is found invalid, the balance of the Agreement remains enforceable. If, at any time, we do not enforce any right or remedy available under this Agreement, that failure is not a waiver of our right to enforce the right or remedy at a later time. Copied, microfiche, scanned or other duplicate or electronic images of this Agreement are admissible for all purposes.

E. Governing Laws. This Agreement is subject to applicable federal laws, federal or state tariffs, if any and the laws of the state associated with the Number. Where a state agency or the FCC regulates the terms and conditions of our Service, the regulations are available for your inspection; if there is any inconsistency between this Agreement and those regulations, this Agreement shall be deemed amended as necessary to conform to such regulations.

F. Capacity. You represent that you are legally competent to enter into this Agreement, and that you are not aware of any disability that would prevent you from entering into this Agreement.

G. Resale. Resale of our Service is permitted solely if you have advance written permission from us to do so. If you are purchasing Service for resale pursuant to such written permission, you agree to remit the appropriate taxes and/or fees to the appropriate taxation or regulatory body, respectively. You further agree to hold harmless SATELLITE WORKS,LLC. for any taxes or fees resulting from the further use of any services purchased, and acknowledge that SATELLITE WORKS,LLC. is neither collecting nor remitting any telecommunications taxes or fees for such purchases. If it is determined that you resold our Service but did not remit taxes or fees to the appropriate taxation or regulatory body, respectively, we reserve the right to bill you in arrears for any taxes and/or fees which should have been collected and remitted.