

TERMS AND CONDITIONS – Hosted Unified Communication Service

Inland Cellular, LLC (“Inland Cellular”) undertakes to provide Hosted Unified Communication Services (“UC Service”) under the terms and conditions and at the rates and charges on your Service Order. UC Service is provided by Inland Cellular through a third party contractor and is interconnected to the public switched telephone network and the public internet. This Service Order is a contract that creates rights and obligations among Inland Cellular and Customer (including, by extension, those Users and Authorized Signers as granted by Customer). Thus, the Service Order is referred to both as “Service Order” and “Contract” throughout. The terms “User”, “Customer” and “Authorized Signer” are used throughout the Service Order. A “Customer” is any individual or entity that has signed the Service Order and is financially responsible for the charges generated for use of Inland Cellular’s service and equipment. A “User” is any individual or entity that the Customer has authorized to use the Customer’s phone and service. An “Authorized Signer” is any individual or entity that the Customer has authorized in writing to have full access to the Customer’s account, including charging equipment, changing rate plans or features, adding or subtracting service lines, etc. The Customer is responsible for all charges, including any charged equipment, service termination penalties, collections fees, taxes, surcharges, or other fees required by law or reasonably applied, generated through use of Inland Cellular’s UC Service and equipment by Customer, any User, or any Authorized Signer. Service is subject to limitations caused by Customer Premises Equipment (“CPE”), Customer’s network connections, and Customer’s Internet Service Provider (“ISP”). Service interruptions due to CPE, Customer’s network, or Customer’s ISP are beyond the control of Inland Cellular.

LIMITATION OF LIABILITY

INLAND CELLULAR’S SOLE LIABILITY TO ITS CUSTOMERS FOR INTERRUPTIONS IN THE SERVICE FURNISHED BY INLAND CELLULAR IS AS FOLLOWS:

WHEN THE SYSTEM IS RENDERED INOPERATIVE BY A CONTINUING SERVICE INTERRUPTION, A CREDIT ALLOWANCE WILL BE MADE AT EITHER THE CUSTOMER’S OR AUTHORIZED SIGNER’S REQUEST, IN THE FORM OF A PRO RATA ADJUSTMENT OF THE FIXED MONTHLY CHARGES BILLED BY INLAND CELLULAR. THIS ADJUSTMENT SHALL CONSTITUTE INLAND CELLULAR’S FULL AND COMPLETE LIABILITY.

A CREDIT ALLOWANCE WILL NOT BE GIVEN FOR INTERRUPTIONS CAUSED BY NEGLIGENCE OR WILLFUL ACT OF THE CUSTOMER, USER, OR AUTHORIZED SIGNER, OR INTERRUPTIONS CAUSED BY FAILURE OF EQUIPMENT OR SERVICES NOT PROVIDED BY INLAND CELLULAR.

INLAND CELLULAR SHALL IN NO EVENT BE LIABLE FOR INTERRUPTION OR DELAYS IN TRANSMISSION, OR ERRORS OR DEFECTS IN TRANSMISSION OR FAILURE TO TRANSMIT WHEN CAUSED BY ACTS OF GOD, FIRE, WAR, RIOTS, GOVERNMENT AUTHORITIES, FACILITIES SHORTAGES, ENVIRONMENTAL OR TERRAIN FACTORS, OR OTHER CAUSES BEYOND INLAND CELLULAR’S REASONABLE CONTROL.

INLAND CELLULAR’S LIABILITY, IF ANY, FOR ANY MISTAKE, OMISSION, INTERRUPTION, DELAY, ERROR, DEFECT OR OTHER FAILURE IN ITS OPERATION OF SERVICE OR EQUIPMENT, REGARDLESS OF THE THEORY, WHETHER IN CONTRACT, TORT, STRICT LIABILITY OR OTHERWISE, SHALL IN NO EVENT EXCEED THE AMOUNT OF INLAND CELLULAR’S PRORATED MONTHLY CHARGE TO CUSTOMER FOR SERVICE DURING THE PERIOD SO AFFECTED. INLAND CELLULAR AND CUSTOMER AGREE THAT NEITHER CUSTOMER, NOR ANY USER OR AUTHORIZED SIGNER, SHALL RECOVER PUNITIVE DAMAGES, TREBLE, CONSEQUENTIAL, INDIRECT OR SPECIAL DAMAGES. IN NO EVENT SHALL INLAND CELLULAR BE LIABLE TO CUSTOMER AND/OR USERS, AUTHORIZED SIGNERS, ETC., FOR ANY AMOUNT ARISING OUT OF OR CONNECTED WITH THIS CONTRACT (EXCEPT AS SPECIFICALLY SET OUT HEREIN) OR FOR ANY COSTS, DELAYS OR ATTORNEYS’ FEES. INLAND CELLULAR HAS NO LIABILITY ARISING OUT OF UNAUTHORIZED USE OF ITS SERVICE.

E911

CUSTOMER ACKNOWLEDGES THAT THIS SERVICE AND EQUIPMENT DO NOT SUPPORT 911 EMERGENCY DIALING OR OTHER EMERGENCY FUNCTIONS IN THE SAME WAY THAT TRADITIONAL WIRELINE 911 SERVICES WORK. CUSTOMER AGREES TO NOTIFY ALL OF THEIR POTENTIAL USERS, WHO MAY PLACE CALLS USING CUSTOMER’S SERVICES, OF THE 911 LIMITATIONS.

Phone system will not work, and therefore 911 services will not work, if: there is no electrical power to phone; there is an interruption in Customer’s internet service; or, phone hardware and internet connections are not properly maintained. E911 service is tied to the customer’s registered service address associated with the assigned phone number; customer is responsible for providing Inland Cellular with address information for customer’s users. In the event that the registered service address associated with the assigned phone number is incorrect, is outdated, or is not complete, a 911 call may be routed incorrectly. The local emergency service operator receiving E911 emergency service calls may not have a system configured for E911 services or be able to capture and/or retain automatic number or location information. This means that the operator may not know the phone number or physical location of the person who is making the E911 call. Due to technical factors in network design, and in the event of network congestion on the provider network, there is a possibility that a 911 call will produce a busy signal, the caller will experience unexpected answering wait times or the local emergency service operator will take longer to answer the call than 911 calls placed via traditional, circuit-switched telephone networks.

CUSTOMER AGREES THAT INLAND CELLULAR WILL NOT BE LIABLE FOR ANY SERVICE OUTAGE OR

INABILITY TO DIAL 911 OR ANY OTHER EMERGENCY TELEPHONE NUMBER USING A INLAND CELLULAR SERVICE OR TO ACCESS OR REACH AN EMERGENCY SERVICE OPERATOR DUE TO THE 911 DIALING CHARACTERISTICS AND LIMITATIONS SET FORTH IN THIS AGREEMENT. CUSTOMER AGREES TO DEFEND, INDEMNIFY AND HOLD HARMLESS INLAND CELLULAR, ITS OWNERS, MANAGERS, OFFICERS, DIRECTORS, EMPLOYEES, AFFILIATES AND AGENTS, AND ANY OTHER SERVICE INLAND CELLULAR WHO FURNISHES SERVICES TO CUSTOMER OR A USER IN CONNECTION WITH THE SERVICES, FROM ANY AND ALL CLAIMS, ACTIONS, LOSSES, DAMAGES, FINES, PENALTIES, COSTS AND EXPENSES (INCLUDING, WITHOUT LIMITATION, ATTORNEYS' FEES) BY, OR ON BEHALF OF, CUSTOMER OR ANY THIRD PARTY OR USER OF THE SERVICE RELATING TO 911 DIALING OR THE INABILITY TO ACCESS OR REACH EMERGENCY 911 SERVICES.

INDEMNIFICATION

THE CUSTOMER AGREES TO INDEMNIFY INLAND CELLULAR FOR ANY CLAIMS BY THIRD PARTIES AGAINST INLAND CELLULAR ARISING OUT OF THE CUSTOMER'S RELATIONSHIP WITH INLAND CELLULAR. CUSTOMER AGREES TO INDEMNIFY INLAND CELLULAR FOR ANY CLAIMS AGAINST INLAND CELLULAR BY ANY USER OR AUTHORIZED SIGNER.

TERMINATION OF SERVICE

A Customer may terminate Service by notifying Inland Cellular in writing. Upon non-payment of any sum due Inland Cellular, upon Customer's bankruptcy or insolvency, or upon a violation of any of the conditions of this Contract, Inland Cellular may, by written notice to the Customer, without incurring any liability, either temporarily discontinue Service or terminate the Contract. Service may be refused, discontinued or the Contract terminated without notice in the event that Service is used in such a manner that will adversely affect Inland Cellular's Service to others. If termination occurs prior to expiration of the contract period selected on the front of this form, Customer will be responsible for payment to Inland Cellular for the early termination charge which is the Service Termination Fee amount shown on the front of this form.

DEPOSITS

If a deposit is required by Inland Cellular, the Customer shall make a deposit to be held by Inland Cellular as a guarantee of the payment of charges. The amount of this deposit shall be reasonably determined by Inland Cellular at its sole option and may be increased from time to time. Interest will not accrue on the deposit amount. Upon termination of Service, Inland Cellular may apply said deposit against Customer's bill.

TELEPHONES AND OTHER DEVICES

Inland Cellular is not responsible for the operation, quality of transmissions or maintenance of any telephone. Inland Cellular is not responsible for installation unless Inland Cellular agrees to install the telephone. In the event Inland Cellular installs the telephone, Inland Cellular's liability for improper installation is spelled out in the Installation Order, the substance of which is incorporated into this Service Order. Customer and User agree that this Service Order does not enlarge Inland Cellular's liability for improper installation.

INLAND CELLULAR MAKES NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE CONCERNING THE TELEPHONE OR OTHER DEVICE. THE MANUFACTURER OF THE TELEPHONE OR OTHER DEVICE PROVIDES A SEPARATE WRITTEN WARRANTY THAT OUTLINES THE MANUFACTURER'S LIABILITY FOR ITS EQUIPMENT.

RATES, CHARGES AND PAYMENT

The Customer is solely responsible to pay Inland Cellular, regardless if charges are incurred by User, Authorized Signer, or Customer, for all charges resulting from use of the service, regulatory charges imposed on Inland Cellular and surcharges, taxes assessed or governmental fees imposed by any local, state or Federal government or governmental agency with respect to the services provided. Customer is also responsible for any equipment charges, services, prorates, taxes and surcharges authorized by Customer or an Authorized Signer.

Inland Cellular reserves the right to change any and all rates contained herein upon 15 days written notice to the Customer. In the event such change results in a price increase of the monthly access rate or additional minutes, messages, or data rates, Customer may terminate this Contract without liability for early termination of service charge, by giving written notice of cancellation within 15 days after the date of the notice of increase in rates. In addition, Inland Cellular reserves the right to change other terms and conditions contained herein upon 15 days written notice to the Customer. In the event such change results in less favorable terms for the Customer or User, Customer may terminate this Contract without liability for the early termination service charge, by giving written notice of cancellation within 15 days after the date of the notice of such change. Not all rate plans are available in all areas.

OTHER TERMS

Orders, including those which involve the startup, change or discontinuance of Service, will be accepted by Inland Cellular only from the Customer or Authorized Signer. Service shall not be used for any purpose in violation of laws. Service shall not be used in such a manner as to interfere unreasonably with the use of the Service by one or more other Customers

or Users.

Neither Customer, nor User, nor Authorized Signer is authorized to use, or to allow others to use, Inland Cellular's trademarks or trade names without Inland Cellular's express written consent.

MISCELLANEOUS

Customer, Users, and Authorized Signers agree not to assign their rights and obligations under this Service Order in whole or in part without the prior written approval of Inland Cellular, and that any attempt to do so constitutes a violation of the conditions of this Contract, for which Inland Cellular may terminate service.

Neither Customer nor User nor Authorized Signer is to act as an agent for, or legal representative of, Inland Cellular. Neither Customer nor User nor Authorized Signer shall have any authority to assume or create any obligation on behalf of, or in the name of, or that shall be binding upon, Inland Cellular.

The Customer agrees to pay Inland Cellular any attorney's fee incurred by it due to the customer's breach of any of the terms and conditions contained herein. Inland Cellular and Customer each waive, to the fullest extent allowed by law, any trial by jury. Instead, a judge will decide any dispute.

The validity, construction and performance of this Contract shall be governed by and interpreted in accordance with: a) the laws of the state encompassing the area code assigned to User's mobile identification number without regard to the conflict of laws rules of that state; and b) the Federal Communications Commissions' rules and regulations. If any part of this Contract is held invalid, that will not have any effect on any other part, unless Customer's or Inland Cellular's rights or obligations are materially impaired.