

General Terms and Conditions Version 2.0

April 25, 2005 – January 29, 2006

1. Service.

1.1 Cingular Markets. Service is available for purchase in the Cingular Markets found at the “Cingular Markets” page of the Program Website, as may be modified by Cingular from time to time.

1.2 Availability/Interruption. Service will be available only within the operating range of each Carrier's wireless system ("Service Area"). Cingular may from time to time add or delete Service Areas upon notice to Customer. Gaps in Service occur within the Service Areas shown on coverage maps, which, by their nature, are only approximations of actual coverage; therefore, Cingular does not guarantee Customer uninterrupted Service. Service is subject to: (a) transmission limitations caused by atmospheric and other conditions, availability of radio frequency channels, reduction in transmission speed, or interruption caused by Customer's Equipment, terrain, obstructions such as trees or buildings, or other conditions; (b) temporary suspension due to governmental regulations or orders, system capacity limitations, priority access by National Security and Emergency Preparedness personnel in the event of a disaster or emergency, coordination with other systems, system repairs or modifications, problems with the facilities of interconnecting carriers, or in response to suspected fraud, abuse, misuse of the network, hacking or malicious viruses; (c) interruption for Customer's nonpayment of charges; and (d) blocking certain categories of numbers (e.g., 976, 900 and certain international destinations) or certain websites if, in Cingular's sole discretion, Cingular is experiencing excessive billing, collection, fraud problems or other misuse of the Cingular Wireless network.

2. Plans and Sales Information. Customer may choose from Voice Service and Wireless Data Service Plans found at the “Plans” page of the Program Website, as may be modified by Cingular from time to time. The price, features and options of the Service depend upon the Plan, feature or promotion selected when Service is activated or changed, and are described in a separate Plan brochure, at www.cingular.com, in the Cingular Features Brochure and/or in related printed or electronic materials (collectively "Sales Information"). The Sales Information is part of this Agreement, and Customer must comply with the corresponding terms and conditions for the respective Plan, feature and/or promotion. Customer's corresponding End Users must qualify for the chosen Plan. Customer can contact its Cingular representative for copies of the Sales Information. Rates, terms and conditions of any Plan, feature or promotion are subject to change. Any provisions in the terms and conditions governing the Plans, which, by their terms, are to exist for a specified period of time, will survive any termination or expiration of this Agreement.

3. Equipment.

3.1 Availability. With respect to Numbers provisioned from Cingular Markets, Customer may purchase available Equipment found at the “Equipment” page of the Program Website, the list of which may be modified by Cingular from time to time. Specific models of Equipment are subject to availability limitations.

3.2 General. Equipment must be compatible with, and not interfere with, the Service and must comply with all applicable laws, rules, and regulations. Customer is responsible for the purchase and maintenance of any additional hardware, software and/or Internet access from PCs required to use the Service. Equipment not purchased from Cingular or its authorized distributors (a) may not provide some or all of the features included in the Service; and (b) may not allow use of features and functions when off Cingular Wireless' network, including those that work while on Cingular Wireless' network, and CALLS TO 911 MAY NOT GO THROUGH ON ANY NETWORK. Cingular may periodically program Customer's Equipment remotely with system settings for roaming and other features that cannot be changed manually. Call timers included in the Equipment are not an accurate representation of actual billed usage.

3.3 Shipping, Title and Risk of Loss. Subject to availability, and Cingular's receipt of complete order information, Cingular will ship Equipment ordered by Customer for use in Cingular Markets within two (2) to five (5) business days of Cingular's receipt of Customer's order. Title and risk of loss will pass to Customer upon delivery of the Equipment.

4. Activation and Other Processes.

4.1 Service and Equipment. Customer will follow the processes established by Cingular to activate, migrate, terminate, or otherwise modify Service or to purchase Equipment, as may be modified from time to time. Any order for Service and/or Equipment that Customer's authorized representative submits to Cingular will be binding upon Customer pursuant to the terms and conditions of this Agreement. Cingular may reasonably rely on the authority of any person who executes an order on Customer's behalf.

4.2 Additional Products, Services, Equipment, and Programs. From time to time, Cingular may make additional products, services, equipment and/or programs available to Customer. To the extent Customer orders, pays for, or otherwise receives the benefit of any products, services, equipment and/or programs, Customer will be bound by their respective terms and conditions found at links under the "Additional Products, Services, Equipment and Programs" section of the Program Website, as such terms and conditions may be modified by Cingular from time to time, all of which are incorporated herein by reference. Cingular's additional products, services, equipment and/or programs may incur charges in a different manner than set forth in this Agreement. Cingular will advise Customer of any such differences in the corresponding terms and conditions, brochures and/or related printed materials.

4.3 Identification and Password. Before Customer may use certain Cingular online activation, enrollment, configuration and/or support services, an authorized representative of Customer must register with Cingular and create a login identification ("ID") and password. Use of this login ID and password will enable Customer and/or its employees and agents to make certain changes to Customer's and/or CRUs' account(s). Customer is solely responsible for maintaining adequate security and control of any and all IDs, passwords, or any other codes that are created by Customer, or issued to Customer by Cingular, for purposes of giving Customer access to activation, enrollment, configuration and support services. Cingular will be entitled to rely on information it receives from Customer or its agents and may assume that all such information was submitted by or on behalf of Customer.

5. Payment and Charges.

5.1 Payment. Customer must pay all Service charges incurred in accordance with Plans, including, without limitation, charges for airtime, recurring monthly access (or monthly service), activation, features, voice mail access, voice mail delivery, data usage, text and multi-media messages, downloadables, alerts, roaming, long distance, directory and operator assistance, Equipment, premium content, and charges for other goods and services that are charged through Customer's or CRUs' bill(s). Customer may be billed for multiple types of usage simultaneously. Customer must also pay Taxes and any license fees, late payment fees, and any Regulatory Cost Recovery Fee/Regulatory Programs Fee. For any termination (including when a Number is switched to another carrier), Customer will be responsible for payment of all fees and charges through the end of the billing cycle in which termination occurs. Payment for all charges is due upon receipt of the invoice. Monthly service and certain other charges for Service using the Cingular Wireless network and related systems are billed in advance, and there is no proration of such charges if Service is terminated on other than the last day of the applicable billing cycle. Monthly service and certain other charges for Service using the former AT&T Wireless network and related acquired systems are billed in arrears. In either case, to the extent Customer receives invoices for Service combined with a landline phone bill (where available), Customer will be billed in advance as provided above.

5.1.1 Taxes. Taxes include any applicable sales, public utilities, gross receipts, or other taxes, surcharges, fees and assessments imposed by governments (regardless of whether they are imposed on Customer, CRU, Cingular or a Carrier) including, without limitation, assessments to defray costs for government programs such as universal connectivity, enhanced 911 service, local number portability, and number pooling relating to Service, Equipment, goods or services purchased, and/or the wireless network.

5.1.2 Regulatory Cost Recovery Fee/Regulatory Programs Fee. In addition to other charges, Cingular may assess a Regulatory Cost Recovery Fee/Regulatory Programs Fee, which is a monthly charge with respect to each CRU, that is created, assessed and collected by Cingular to help defray Cingular's costs for compliance with various regulatory requirements which include, but are not limited to, the capability to provide wireless number portability, number pooling and 911 enhancements in Cingular Wireless' network. Some of these programs may not yet be available to Customer or End Users. The Regulatory Cost Recovery Fee/Regulatory Programs Fee is not a tax or government required charge. Cingular may change the amount of the Regulatory Cost Recovery Fee/Regulatory Programs Fee without notice.

5.2 Charges.

5.2.1 Generally. If a selected Plan includes a predetermined allotment of services (for example, a predetermined amount of airtime, data, megabytes or text messages), any unused allotment of such services from one billing cycle will not carry over to any other billing cycle. Service may be billed in a subsequent month due to delayed reporting between Carriers and will be charged as if used in the month billed. Billing cycle end dates may change from time to time. When a billing cycle covers less than or more than a full month, Cingular may make reasonable adjustments and prorations. Service charges may differ by Service Area. Cingular's additional products and services may incur charges in a different manner than set forth herein, and Cingular will advise Customer of any such differences in the corresponding Sales Information.

5.2.2 Voice Service Charges. On all Cingular Wireless networks, Voice Service on each call is billed in full minute increments, with partial minutes of use rounded up to the next full minute. Cingular will charge 800, 866, 877, 888 and other "toll free" calls at domestic airtime or roaming rates. Puerto Rico residents will be billed for these calls based on the corresponding Plan, feature(s) and/or promotion. If an incoming call has been forwarded to another Number, Customer will be charged for the entire time that Cingular Wireless' switch handles the call. Calls that begin in one rate period and end in another rate period may be billed in their entirety at the rates for the period in which the call began. All outgoing calls on the Cingular Wireless network for which Cingular Wireless systems receive answer supervision or which have at least thirty (30) seconds of airtime or other measured usage shall incur a minimum of one (1) minute airtime charge. Answer supervision is generally received when a call is answered; however, answer supervision may also be generated by voice mail systems, private branch exchanges, and interexchange switching equipment. Airtime and other measured usage may (a) include time for Cingular to recognize that only one party has disconnected from the call, time to clear the channels in use, and ring time, and (b) occur from other uses of our facilities, including by way of example, voice mail deposits and retrievals, and call transfers.

5.2.3 Wireless Data Service Charges. Wireless Data Service will be calculated and billed in full kilobyte increments. One kilobyte equals 1024 bytes. One megabyte equals 1024 kilobytes. Utilizing compression solutions may or may not impact the amount of kilobytes for which Customer is billed. Wireless Data Service usage for each billing record will be rounded up to the next kilobyte and the charge will be rounded up to the nearest cent. Customer is responsible for all Wireless Data Service usage sent through Cingular Wireless' network and associated with Equipment regardless of whether the Equipment actually receives the information. Network overhead, software update requests, and resend requests caused by network errors can increase measured kilobytes. If Customer or a CRU chooses to connect Equipment to a PC for use as a wireless modem, standard Wireless Data Service charges will apply in accordance with the corresponding Plan. Wireless Data Service usage is compiled as often as once per hour or only once every 24 hours. Cingular's system will then create a billing record representing (a) the Wireless Data Service usage for each data gateway or service accessed (e.g. WAP, RIM) while on Cingular Wireless' network; (b) the usage for each Carrier's domestic network; and (c) the Wireless Data Service usage for each international network. In some situations billing for Wireless Data Service usage may be delayed; any delayed usage will create additional billing records for the actual day of the usage.

5.3 License Fees. If Customer elects to acquire third party software licenses through Cingular, then Customer will pay any license fees for such software as set forth in the corresponding Sales Information, plus any applicable shipping and handling charges and Taxes. Customer agrees that its use of such software is subject to the terms of the Agreement and/or any applicable third party software license agreements.

5.4 Disputed Charges. Disputed charges must be disputed to Cingular in writing within sixty (60) days after the date the charge appears on the invoice, or the right to dispute is waived. In the event of a disputed invoice, Customer will pay the entire undisputed amount of the invoice. Cingular, Customer and Carriers will use their good faith efforts to reconcile the dispute within sixty (60) days of submission of the dispute to Cingular.

5.5 Late Payment Fee. Customer will pay Cingular a late payment fee equal to the lesser of up to one and one-half percent (1.5%) per month (prorated daily) of any amount not paid within ten (10) days of the due date, or the highest amount allowed by applicable state law or tariff; provided, however, that, with respect to amounts not paid by Customer in accordance with §5.3 above, Cingular and Customer agree that the late payment fee will accrue on the unpaid disputed amount as set forth above during the dispute resolution process but that Customer will only be liable for the late payment fee to the extent the dispute is resolved in favor of Cingular.

6. Default, Termination, Cure and Remedies.

6.1 Default and Termination. If either party fails to perform or observe any material term or condition of this Agreement, then such party will be in default of the Agreement, and the non-defaulting party may terminate the Agreement in accordance with the terms and conditions of §6.2 below.

6.2 Notice and Opportunity to Cure. The party seeking to terminate the Agreement under §6.1 above must notify the defaulting party in writing at least thirty (30) days prior to the proposed termination date. This written notice must specify the default(s) giving rise to the right to terminate the Agreement, and must specify a proposed termination date. The defaulting party will have thirty (30) days in which to cure the default(s), unless such cure period is extended by agreement of the parties. If the default is not cured within this thirty (30) day cure period or any extension thereof, then the Agreement will automatically terminate at the close of business on the termination date specified in the written notice or any agreed extension.

6.3 Termination for Deletion of Service Area. If the deletion of any Service Area materially reduces the Service provided to Customer hereunder, then Customer, within thirty (30) days of the effective date of the Service Area deletion, must notify Cingular in writing of its intent to terminate. Such written notice must specify the material Service Area deletion and must specify a proposed termination date no earlier than thirty (30) days from the date of the notice.

6.4 Remedies. Upon termination for any reason, the parties may seek any remedies available at law or in equity, and Customer will pay to Cingular all charges incurred hereunder as of the termination date. If the Agreement includes a Termination Charge, then (a) upon termination resulting from Customer's default under §6.1 above, Customer must pay Cingular the Termination Charge; and (b) upon termination resulting from Cingular's default under §6.1 above or upon termination under §6.3 above, Customer will not be required to pay the Termination Charge. If the Agreement includes Cancellation Fees instead of a Termination Charge, then Customer must pay the Cancellation Fees upon any termination. In addition, Customer will pay to Cingular all collection costs and expenses, including reasonable attorneys' fees and costs, incurred by Cingular in exercising any of its rights and remedies when enforcing any provisions of this Agreement.

7. DISCLAIMER OF WARRANTIES. CINGULAR MAKES NO REPRESENTATIONS OR WARRANTIES REGARDING EQUIPMENT, THE SERVICE, OR THE SUPPLEMENTAL SERVICES (AS DEFINED IN §8 OF THESE GENERAL TERMS AND CONDITIONS) AND CINGULAR HEREBY DISCLAIMS ALL REPRESENTATIONS AND WARRANTIES, WHETHER EXPRESS OR IMPLIED, OF (a) MERCHANTABILITY, (b) FITNESS FOR A PARTICULAR PURPOSE, (c) SUITABILITY, (d) USE, (e) NON-

INFRINGEMENT, AND/OR (f) SERVICE BEING ERROR-FREE, VIRUS-FREE, UNINTERRUPTED, OR FREE FROM UNAUTHORIZED ACCESS (INCLUDING THIRD PARTY HACKERS OR DENIAL OF SERVICE ATTACKS). CINGULAR DOES NOT AUTHORIZE ANYONE TO MAKE A WARRANTY OF ANY KIND ON ITS BEHALF, AND CUSTOMER SHOULD NOT RELY ON ANYONE MAKING SUCH STATEMENTS. CINGULAR IS NOT THE MANUFACTURER OF EQUIPMENT PURCHASED BY OR PROVIDED TO CUSTOMER IN CONNECTION WITH USE OF THE SERVICE.

8. Limitation of Liability.

8.1 Service Failures. Cingular's liability for any Service failure greater than twenty four (24) hours shall in no event exceed the recurring Service charges during the affected period. In no event shall Cingular be liable to Customer for any damages or reimbursement for any Service failure less than twenty four (24) hours.

8.2 Consequential Damages and Injuries to Persons or Property. NEITHER CINGULAR NOR CUSTOMER WILL BE LIABLE TO THE OTHER PARTY FOR (A) ANY SPECIAL, PUNITIVE, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES OR (B) INJURIES TO PERSONS OR PROPERTY ARISING FROM THE OTHER PARTY'S USE OF THE EQUIPMENT OR SERVICE. Nothing in this §8.2 will limit Cingular's or Customer's obligation to fully indemnify the other party under §9 below for actions brought by third parties, even if such actions include claims by third parties for special, punitive, indirect, incidental or consequential damages.

8.3 Service Discount Calculation and Application. Cingular will have no liability for any damages resulting from any failure by Cingular or its billing vendors to properly calculate and apply the Service Discount. Cingular and Customer will reconcile any miscalculation on the following month's invoice.

8.4 Other Factors Beyond Cingular's Control. Cingular and each Carrier have no liability for damages or delays due to fire, explosions, lightning, power surges or failures, strikes or labor disputes, water, acts of God, the elements, war, riot, civil disturbance, acts or orders of civil or military authorities, acts of the public enemy, inability to secure products or transportation facilities, fuel or energy shortages, acts or omissions of communications carriers or suppliers, or other causes beyond Cingular's or a Carrier's exclusive control.

8.5 Supplemental Services. Customer may from time to time subscribe to services provided by third parties including, but not limited to, operator services, loss protection, messaging, email, email forwarding or other server software based services (collectively, "Supplemental Services"). Customer acknowledges that access to Supplemental Services requires a separate agreement between Customer and a third party. CINGULAR HAS NO LIABILITY WHATSOEVER TO CUSTOMER OR ANY THIRD PARTY CLAIMING BY OR THROUGH CUSTOMER FOR THE ACCURACY, TIMELINESS, CONTINUED AVAILABILITY OF SUCH SUPPLEMENTAL SERVICES.

8.6 Definitions. For purposes of this §8 only, (a) "Customer" includes Customer, its Affiliates, and their respective employees (including, without limitation, all CRUs and IRUs), officers, agents and contractors and (b) "third parties" means any person or entity other than Cingular, Carrier, or Customer.

9. Indemnification.

9.1 Third Party Actions. With respect to actions brought by third parties, Cingular and Customer agree to defend, indemnify and hold each other harmless from and against any damages, liabilities, claims, costs and expenses (including reasonable attorneys' fees) to the extent caused by the gross negligence or willful misconduct of the indemnifying party. If the indemnifying party fails, within thirty (30) days after notice, to accept the defense, the party seeking indemnification will have the right, but not the obligation, to undertake the defense of, and to compromise or settle any claims on behalf of, for the account of, and at the risk of the indemnifying party. If the claims cannot by their nature be defended solely by one party, the other party shall make available all information and assistance that may reasonably be requested, regardless of any obligations to indemnify hereunder.

9.2 Procedures. The following procedures will apply to any indemnification obligation under this §9: (a) the party seeking indemnification will promptly notify the indemnifying party in writing of any claim or suit; (b) the indemnifying party will have sole control of the defense or settlement; provided, however, that the indemnifying party will not enter into any settlement that obligates the party seeking indemnification to make an admission of guilt or incur any expense for which the party seeking indemnification is not indemnified, without such party's prior written consent, which will not be unreasonably withheld; (c) the party seeking indemnification will have the right to be represented separately by counsel of its own choosing, at its own expense, in connection with any claim or suit; and (d) the party seeking indemnification will provide reasonable cooperation to the indemnifying party at the indemnifying party's expense.

10. Arbitration. The parties agree to exercise their best efforts to settle any dispute arising out of or related to this Agreement through consultation and negotiation in good faith and in the spirit of mutual cooperation. Any dispute arising out of or related to this Agreement that cannot be resolved by negotiation shall be resolved by binding arbitration administered by the American Arbitration Association ("AAA") under its Commercial Arbitration Rules in effect at the time that a dispute is submitted for resolution (the "Rules"), as modified by this Agreement. Judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. Such arbitration shall be held at San Francisco, California. The parties shall, within 20 days of the issuance of a written notice of intent to arbitrate, as provided by the Rules, jointly select one (1) independent arbitrator licensed to practice law and familiar with the wireless telecommunications industry. If the parties cannot agree on an arbitrator within the specified 20-day period, then the selection shall promptly be made by the AAA in accordance with the Rules and the criteria set forth above. This Agreement evidences a transaction in interstate commerce, and thus the Federal Arbitration Act, 9 U.S.C. § 1, *et seq.*, governs the interpretation and enforcement of this provision. In the event of a conflict between the FAA and the Rules, the FAA shall govern.

11. No Class Actions. All claims between Cingular and Customer related to this Agreement will be litigated individually, and Customer will not consolidate or seek class treatment for any claim unless previously agreed to in writing by Cingular.

12. Use of Service.

12.1 Changes to Numbers. Except as otherwise provided by law, Customer has no property rights to any Number and Cingular may change any such Number.

12.2 Fraud; Acceptable Use. Customer and its respective CRUs and IRUs (if

applicable) will not use or assist others to use the Service or Equipment for any unlawful, unauthorized, abusive or fraudulent purpose. If Customer's Equipment is lost or stolen, Customer is responsible for all charges incurred until Customer or its CRU reports the theft or loss to Cingular. Any Carrier may cancel Service to any Number if Cingular or that Carrier believes the Number is being used in an unlawful, abusive or fraudulent manner. Before a Carrier cancels any Service under this paragraph, the Carrier will attempt to give Customer notice of its intent to cancel. In the event Customer instructs the Carrier to retain Service, Customer will be responsible for paying all charges, authorized, unauthorized or fraudulent, associated with such Number, including but not limited to charges incurred by any clone or duplication of that Number; provided, however, that Customer will not be liable for IRUs' charges under any such circumstance. Additionally, Customer agrees to adopt, at no additional charge to Customer, any reasonable fraud prevention or fraud reduction processes or products recommended by Cingular or, if not adopted by Customer, to be responsible for any unauthorized charges on Numbers which do not adopt such processes or products. Use of Service must comply with Cingular Wireless' Acceptable Use Policy found at www.cingular.com/acceptable_use_policy

12.3 Ownership. Cingular owns or leases the exclusive rights to the frequencies related to the Service, Numbers and transmission facilities used by Cingular in the provision of Service to Cingular customers. FCC regulations strictly forbid any party that is not a wireless communications licensee from altering, enhancing or maintaining cellular radio signals. FCC regulations require Cingular to maintain control over any transmitting device that operates within Cingular's assigned frequencies. Neither Customer nor any of its Affiliates may install any amplifier, enhancer, repeater or other device or system on Cingular's network or frequencies without Cingular's prior written approval.

12.4 Content. Customer is solely responsible for all content that it permits to be posted or transmitted onto or through the Service or any of Cingular Wireless' systems, including materials, code, data, text (whether or not perceptible by End Users), multimedia information (including but not limited to sound, data, audio, video, graphics, photographs, or artwork), e-mail, chat room content, bulletin board postings, or any other items or materials accessible through the Service or any of Cingular Wireless' systems ("Content"). Customer has sole responsibility for any losses resulting from Customer's or CRUs' downloading, access to, or use of any third-party Content, or from Customer's or CRUs' access to or use of the Service or the Internet, in any manner and for any purpose whatsoever. In providing Service, Cingular may permit End Users to transmit, receive and host content over its network and the Internet and may act as a "services provider" as defined in the Digital Millennium Copyright Act. Please see Cingular Wireless' Site Access Agreement at www.cingular.com/legal for additional information.

13. Privacy/Consents. Customer agrees that Cingular and Carriers are not liable for any lack of privacy or security experienced when using Equipment and/or while Service is in use. Customer consents to Cingular's release of information about Customer and Customer's use of Service when Cingular believes release is appropriate to (a) comply with the law (e.g. a lawful subpoena, E911 information); (b) enforce or apply this Agreement; (c) initiate, render, bill and collect for Service; (d) protect Cingular's or Carriers' rights or property, their end users, and other carriers from fraudulent, abusive, or unlawful use of, or subscription to, such Service; or (e) facilitate or verify the appropriate calculation of taxes, fees or other obligations due to a local, state or federal

government. Cingular may also send messages to Customer's Equipment and to Customer's email addresses providing information about the Service and/or new and upgraded Service provided or to be provided by Cingular. Cingular may also release information about Customer if Cingular reasonably believes 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. In addition to the specific terms of this Agreement, Cingular encourages Customer to learn more about Cingular Wireless' general privacy practices by reading its Privacy Policy at www.cingular.com/privacy.

14. [RESERVED]

15. Publicity and Advertising. Neither party will publish or use any advertising, sales promotion, press release or other publicity that uses the other party's name, logo, trademarks or service marks without the prior written approval of the other party.

16. Miscellaneous.

16.1 Defined Terms. Unless specifically excepted, all defined terms, regardless of where defined, will have the same meaning in all documents comprising this Agreement including, without limitation, the Cover Page (if applicable), the Program Description, the General Terms and Conditions, and all attachments. In addition to the terms defined elsewhere, these terms will have the following meanings in the Agreement:

16.1.1 "Affiliate" (a) when referring to an affiliate of Cingular, means and includes legal entities controlled by or under common control with Cingular, Cingular Wireless II, LLC (a Delaware Limited Liability Company), or New Cingular Wireless Services, Inc. (which is the entity formerly known as AT&T Wireless Services, Inc.); and (b) when referring to an affiliate of Customer, means and includes an entity controlling or controlled by or under common control with a party, where control is defined as (i) the ownership of at least thirty five percent (35%) of the equity or beneficial interest of such entity; or (ii) the right to vote for or appoint a majority of the board of directors or other governing body of such entity.

16.1.2 "Carrier" or "Carriers" means a Cingular-related, licensed entity that operates commercial mobile radio telecommunications systems in the geographic areas covered by the Agreement and, with respect to §§8 and 13 of these General Terms and Conditions, includes the Carriers' respective employees, officers, agents and subcontractors.

16.1.3 "Cingular" or "party" when it refers to Cingular includes Cingular, its Affiliates, and their respective employees, officers, agents and subcontractors.

16.1.4 "Cingular Markets" means a geographic area served by Affiliates under common control with Cingular.

16.1.5 "Equipment" means the wireless receiving and transmitting equipment, SIM (Subscriber Identity Module) Card or any accessories that Cingular has authorized to be programmed with a Number or Identifier.

16.1.6 "Number" or "Identifier" means any number, IP address, e-mail address or other identifier provisioned by Carriers, their agents or the Equipment

manufacturer to be used with Service.

16.1.7 "Plan" means a Cingular Wireless Calling Plan, Service Plan or Rate Plan.

16.1.8 "Service" means commercial mobile radio service, including Voice Service and Wireless Data Service.

16.1.9 "Voice Service" means wireless voice telecommunications services.

16.1.10 "Wireless Data Service" means wireless data telecommunications services.

16.2 Assignment. This Agreement may not be assigned by either party without the prior written consent of the other and such consent will not be unreasonably withheld. However, either party may, without the other party's consent, assign this Agreement to an Affiliate or to any entity that acquires substantially all of the party's business or stock and Cingular may assign its right to receive payments hereunder. Subject to the foregoing, this Agreement will be binding upon the assignees of the respective parties.

16.3 Compliance with Laws. Cingular and Customer agree to comply with all applicable federal, state and local laws and regulations in the performance of their respective obligations under this Agreement.

16.4 Entire Agreement. Unless specifically set forth herein, this Agreement is the entire agreement between the parties with respect to the subject matter herein and supersedes all prior agreements, proposals, representations, statements, or understandings, whether written or oral. This Agreement and any change, modification or waiver of any of its terms will not be binding unless made in a writing manually signed by both parties. If the terms contained in this Agreement conflict or are inconsistent with the terms of any purchase order or other document provided by Customer, the terms of this Agreement will control.

16.5 Governing Law. This Agreement is subject to applicable federal laws, federal or state tariffs, if any, and the laws of the State of Georgia. Where Service terms and conditions are regulated by a state agency or the FCC, the applicable regulations are available for inspection. If there is any inconsistency between the Agreement and those regulations, this Agreement will be deemed amended as necessary to conform to such regulations.

16.6 Confidentiality and Non-Disclosure Agreement. This Agreement is subject to any non-disclosure agreement executed between the parties; the terms and conditions of which are incorporated herein by reference. In addition, the terms and conditions of this Agreement are confidential and will not be disclosed by a party to any third party without the other party's prior written consent (except that each party may disclose the terms and conditions of this Agreement to its employees who have a direct need to know the terms and conditions of the Agreement.) Nothing herein will prevent Cingular or Customer from supplying such information or making such statements or disclosures relating to this Agreement before any competent governmental authority, court or agency, or as such party may consider necessary in order to satisfy its obligations under applicable laws, regulations or generally accepted accounting

principles (including, without limitation, statements or disclosures to such party's lawyers or accountants). Such party will furnish prior notice thereof to the other party prior to such disclosure.

16.7 Customer's Notices to End Users. Customer will advise all its End Users that they must read all collateral materials concerning Service and use of the Equipment, including, without limitation, the Welcome Guide, Plan brochures, coverage maps, and materials related to Equipment and accessories. Cingular will make copies of such materials available to Customer upon request. Customer will also provide to End Users, and advise End Users to read, any additional printed materials and consumer information reasonably requested by Cingular from time to time to be so provided. Similarly, for purposes of determining which jurisdiction's taxes and other assessments to collect, federal law requires Cingular to obtain End Users' Place of Primary Use ("PPU"), which must be their residential or business street address and which must be within a Carrier's licensed Service Area. Customer agrees to provide its respective End Users' PPU when ordering Service on behalf of such person(s), and to inform its End Users that they must provide their proper PPU when ordering Service in connection with this Agreement.

16.8 Notices. All notices and communications required or permitted under the Agreement may be sent by first class mail (to Customer at the address indicated on the Cover Page (or, in the case of online versions of the Agreement, to Customer at the address confirmed during the online program registration and fulfillment process) and to Cingular at the address indicated below), electronic messaging (to Customer at the email address indicated on the Cover Page (or, in the case of online versions of the Agreement, to Customer at the legal notice email address confirmed during the online program registration and fulfillment process)), bill inserts or other reasonable means. Notwithstanding the foregoing, any such notice or communication with respect to non-renewal, disputes, breach and/or termination under the Agreement must be in writing and will be deemed to have been duly made and received when personally served or delivered by facsimile with a confirmation report, or when mailed by overnight delivery service or certified mail, postage prepaid, return receipt requested, to Customer at the address indicated on the Cover Page (or, in the case of online versions of the Agreement, to Customer at the address provided during the online program registration and fulfillment process) and to Cingular at the address(es) indicated below:

(If via regular or certified mail) New Cingular Wireless National Accounts, LLC
P.O. Box 97061 Redmond, WA 98073 Attn: Offer, Development & Negotiation
Facsimile Number: 425-580-8662

(If via overnight delivery) New Cingular Wireless National Accounts, LLC 8645
- 154th Avenue, NE Redmond, WA 98052 Attn: Offer, Development &
Negotiation With a copy to Cingular Wireless Legal Facsimile Number: 425-
580-5944

16.9 Severability. If any portion of this Agreement is found to be unenforceable, the remaining portions will remain in effect and the parties will begin negotiations for a replacement of the invalid or unenforceable portion.

16.10 Survival. The terms and provisions of this Agreement which by their nature require performance by either party after the termination or expiration of this Agreement, including, but not limited to, limitations of liability, exclusions of damages,

and indemnities, will be and remain enforceable notwithstanding such termination or expiration of this Agreement for any reason whatsoever.

16.11 Third Party Beneficiaries. Other than as expressly set forth herein, this Agreement will not be deemed to provide third parties with any remedy, claim, right of action, or other right.

16.12 No Waiver. Neither the acceptance by Cingular of any payment, partial payment or any other performance by Customer, nor any act or failure of Cingular to act or to exercise any rights, remedies or options in any one or more instances will be deemed a waiver of any such right, remedy or option or of any breach or default by Customer then existing or thereafter arising. No claimed waiver by Cingular of any rights, remedies or options will be binding unless the same is in a writing signed by Cingular.

16.13 No Agency. Customer acknowledges and agrees that no third parties, including, without limitation, third parties providing telecommunication management, auditing and/or similar services are Cingular's authorized agents, and that Cingular neither endorses nor recommends the use of such third parties absent Cingular's express authority.

16.14 Attention TTY Users. A TTY or TTD is a special text phone for use by persons with hearing, speech and some motor disabilities. Currently, 911 emergency services cannot be used with a TTY connected to a digital wireless phone or with an analog/digital dual mode wireless phone in the digital mode. It is possible today to use some analog phones to place wireless calls with some TTYs, but not all. While the wireless industry and Equipment manufacturers work to resolve this matter, the Federal Communications Commission requires that customers be notified about this existing limitation.

16.15 Remedies Nonexclusive. Except where otherwise expressly provided, no remedy conferred upon either party in the Agreement is intended, nor shall it be construed, to be exclusive of any other remedy provided in the Agreement or as allowed by law or in equity; rather, all such remedies shall be cumulative.