

Prepaid Terms and Conditions:

PLEASE READ THESE TERMS AND CONDITIONS CAREFULLY BEFORE ACTIVATING OR USING OUR SERVICE. THESE TERMS AND CONDITIONS WILL GOVERN ALL OF YOUR USE OF THE EQUIPMENT AND SERVICES. BY ACTIVATING OR USING OUR SERVICE, YOU WILL BE BOUND BY THESE TERMS AND CONDITIONS (the "Agreement"). IF YOU DO NOT AGREE TO THESE TERMS AND CONDITIONS, DO NOT ACTIVATE OR ACCESS OR OTHERWISE USE THE EQUIPMENT AND SERVICES. This Agreement begins when (a) you activate or use the Service(s), or (b) you are deemed to have accepted these terms and conditions within 30 days after the purchase of the Equipment, whichever occurs first. In consideration of their respective rights and obligations under the Agreement, Southern Communications Services, Inc. d/b/a SouthernLINC Wireless ("our," "us," or "we") and you, as the Customer, ("you" or "your") agree as follows:

1. Acceptance; Activation. These terms and conditions herein govern all sales to you of certain phones or accessories certified as Motorola iDEN-compatible ("Equipment" or "Units") to be used with our Motorola Integrated Digital Enhanced Network (the "System"); the prepaid wireless cellular services ("Cellular") and prepaid two-way radio services ("Push To Talk") (individually, "Service" or collectively, "Services") you purchase or use; and any applications or features you purchase or obtain from us or use with the Service (individually or collectively, "Feature"). By activating or using the Equipment or Service(s), you (a) accept and agree to the terms and conditions of the Agreement; and (b) certify that the information provided by you or on your behalf in connection with this purchase is true and complete. You must be 18 or over to purchase the Services. You acknowledge that you must activate the Services for use with the Equipment within 30 days of the Equipment's purchase date. If you do not activate the Service within such 30-day period, then you are deemed to have accepted this Agreement and you agree to pay the rates, fees, taxes and charges associated with your Service plan and usage.

2. Purchase of Equipment. To use our Service(s), the Equipment is required. You represent that you own the Equipment or that you will purchase Equipment at the time or before you activate the Service(s). Equipment may be new or reconditioned. YOU ACKNOWLEDGE THAT THE EQUIPMENT IS NOT COMPATIBLE WITH ANY OTHER WIRELESS TELECOMMUNICATIONS SYSTEM AND MAY ONLY BE USED WITH THIS SYSTEM.

3. Service. We may provide you Services to use the Equipment within our coverage map at www.southernlinc.com. Coverage map is an approximation of our wireless coverage area; the actual service coverage and quality may vary and is subject to Section 15. Not all features and service offerings of our post-paid calling plan are available for purchase through these Services. You must pay in advance for our Services by purchasing our Services in certain designated dollar values or in accordance with daily or monthly plans, but your maximum prepaid account balance may never exceed \$750.00. Other than calls to 611, 911, #ADD or #BAL, you can only use our Services when your account has a positive balance or has been prepaid in accordance with daily or monthly plans, except for possible time lapses associated with the systems. All sales of Services are final, nonrefundable and nontransferable once applied to your prepaid account balance. No refunds or other compensation will be given for unauthorized calls, returned, expired, lost or stolen PINs (defined in Section 4) or Equipment (except as stated in our return policy). You may not be able to use the Services to obtain roaming services, wireless internet or data access services unless we notify you of its availability for your use or you separately purchase the available service through us. You cannot use the Services to place calls to 700, 855, 900 or 976 numbers, operator assisted telephone calls, or incoming collect calls. We may modify any and all terms and conditions of this Agreement, including, without limitation, the rates and pricing (even if you paid in advance), at any time upon notice to you. We may provide you notice of such modifications by sending a text message to your Equipment,

by sending written notice to the address you provided at the time of activation, by playing a recorded message when you attempt to place a call, by playing a recorded message when you attempt to replenish your account, or by such other methods as we deem appropriate. You may, upon receipt of such notice, terminate Services by following the instructions stated in such notice. Your failure to terminate Services within 15 days after the date of the notice means you agree to such modification(s), and you will be responsible for any additional charges even if you paid in advance.

4. Replenishment. You will not receive a monthly invoice or activity record for your use of the Services. To place additional funds to your prepaid account, you may visit our retail stores, authorized dealerships or third-party replenishment providers' sites; or other replenishment methods as we may provide from time to time and as may be disclosed in the materials you receive at the time of your Service purchase. You may visit www.southernlinc.com (our "Web site") for available replenishment options and service options. To replenish your prepaid account (depending on the replenishment option that you choose), you may receive a unique product identification number(s), pass code(s), and card number(s) (collectively, "PIN[s]") with a represented dollar value that may only be used once to replenish your prepaid account and must be redeemed within a certain period of time. Except as specifically permitted by other instructions regarding the Services, you will not, and will ensure that you do not, lend, give, or otherwise disclose any PINs to any unauthorized person, and you will not permit any unauthorized person to use your PINs or your accounts. Any loss of control of PINs may result in the loss of control over your account or other information. You will be responsible for any actions taken on your behalf or by any person using your PINs. If any PINs have been compromised for any reason, then you should immediately notify us so that we may issue you new PINs.

5. Payment and Collection. We will automatically deduct from your prepaid account all amounts due under this Agreement (including, without limitation, amounts due for any Services, fees and other charges). You will be charged for any use of Service(s) associated with your prepaid account (as specified in this Agreement) and in accordance with the prepaid calling plan selected. Based on your Cellular plan, we will deduct from your prepaid account your airtime use (rounded up to the next full minute), voicemail deposits, and any other system features or we will deduct a daily or monthly fee. Based on your Push To Talk plan, we will deduct from your prepaid account a daily fee for each day in which you make at least one Cellular or Push to Talk call or a monthly fee. For certain Cellular plans, you will be responsible for all usage during which your Equipment is connected to or using our System or any other provider of wireless or ancillary services, which is approximately, with incoming Cellular calls, from the time you press any key on the keypad to answer the call, until the time you press any key to terminate the call. With all outgoing Cellular calls, the time you are on the System is approximately from the time you press any key on the keypad to begin the call, until you press any key to terminate the call. For certain Cellular plans, we will deduct Cellular airtime for busy, unanswered or wrong-number calls, and chargeable time may include time for us to recognize that only one party has disconnected from the call, time to clear the channels in use, and ring time. We may deduct for Cellular airtime for incoming calls forwarded to another number. For certain Cellular plans, we will also deduct the then-current fee for directory assistance calls plus applicable Cellular airtime charges. You will be responsible to us for any expenses we incur in collecting amounts due under this Agreement, including, without limitation, court costs and reasonable attorneys' fees. If you believe we have incorrectly deducted from your prepaid account balance any charges, taxes or fees, then you must notify us in writing of your disputed charges or fees within 30 days from the date the disputed charges, taxes or fees were deducted from your prepaid account balance or waive your right to dispute those charges or fees. We require written notification of all disputed charges to be delivered to the attention of Customer Accounting at the address listed on our website.

6. Taxes and Fees. You are responsible for any and all federal, state, and local transactional taxes, fees or surcharges, including, without limitation, universal service fees, E911 fees, sales taxes, mobile communications services taxes and gross receipts taxes applicable to the sale of the tangible personal property or Services, (collectively, "Fees, Surcharges and Taxes"), which Fees, Surcharges and Taxes will be deducted from your prepaid account, as well as regulatory and administrative fees, whether or not all or some services are used, available to you, or available in your location. For us to determine your primary place of use and certain Fees, Surcharges and Taxes, you must provide us with a residential or business street address. If you do not provide us an address or give us an address that is not a recognized street address, does not identify the taxing jurisdictions applicable to the address, is outside of our licensed service area ("Service Area") or does not reflect the service area associated with your telephone Number (as defined below), we may reasonably assign you a primary place of use within the Service Area. The assessment of applicable taxes and surcharges and various rates of tax and surcharge may change from time to time as a result of changes to the applicable law.

7. Suspension; Deactivation; Reactivation Fees. If you fail to maintain sufficient funds in your account or if your account is inactive for 60 days, then we may suspend your use of the Services. If your prepaid account has insufficient funds and you replenish your prepaid account and pay all outstanding fees within 60 days of such insufficient balance, then we will reactivate your Services within 48 hours. Your prepaid account will expire and be deactivated if your prepaid account maintains an insufficient balance for more than 60 days or if your prepaid account is inactive for more than 120 days ("Deactivation for Inactivity"). For purposes of this section, "inactive" means no usage on your prepaid account or no replenishment of your prepaid account. You will lose your unused account balance and cellular and Push To Talk Numbers if your prepaid account expires. If we deactivate your prepaid account, then you must pay another activation fee, in addition to any other outstanding fees, before we will reinstate Service(s). We reserve the right to modify the terms of service as a precondition to reactivating the Service.

8. Changing Service Plans or Number. You may not change to our qualified standard post-paid calling plan without credit approval and selection of a new calling plan. Upon migration to our post-paid calling plans, any remaining prepaid account balance will be lost. Your post-paid service will be subject to new terms and conditions. If you wish to change from a post-paid calling plan to a prepaid service, then you may be required to terminate your post-paid calling plan, pay an early termination fee and then activate a prepaid account. In addition, we may, at our discretion, charge you a fee for multiple account changes between prepaid calling plans or between prepaid or post-paid calling plans. We may charge you to change your Number. You may request to change to a different rate plan, and if we authorize such change, you may be charged a transfer fee and the new rates will become effective immediately or on the first day of your next billing cycle as applicable. Changing to a different rate plan may require you to agree to a new service term or new agreement.

9. Term/Termination. You may use the Services (as specified during your activation) pursuant to this Agreement from the date of activation of the Service(s) until the earlier of (a) the suspension or deactivation of the Service(s) (including your prepaid account), or (b) the termination, expiration or cancellation of this Agreement. We may suspend or deactivate Services (including your prepaid account) or terminate this Agreement at any time without notice (a) if you fail to comply with the terms of this Agreement, (b) if you commit a default under Section 10, or (c) for any other reason. In addition, we will pursue all remedies provided by law, together with all rights provided in this Agreement. You may terminate this Agreement for any reason with 30 days prior written notice to us, but your unused balances will not be refunded to you and become our property. Upon a Deactivation for Inactivity or your termination or cancellation of the Services (including your prepaid account) and/or this Agreement, all

remaining unused prepaid account balances will become our property and we will not refund such balances.

10. Default. The occurrence of any of the following events constitutes default under this Agreement: (a) your failure to maintain sufficient funds in your prepaid account under this Agreement or to perform any other obligation under this Agreement; (b) any representation, warranty, covenant, information or statement made or furnished to us by you or any guarantor, or on behalf of you or any guarantor, proves to have been false or misleading in any material respect when made or furnished; (c) any attempts to interfere, or interference, with the System, Services or business operations; (d) attempted use or use of the Services in a manner that adversely affects service to other customers or users or that may be unlawful, harassing, improper, fraudulent, excessive or abusive, including, without limitation, interfering or attempting to interfere with the access of any user, customer, network, or host; or (e) an illegal or impermissible use, a fraudulent use, a misuse, or an abuse of the Services, Equipment, Web site, System or PINs, including, without limitation, sending unsolicited messages or calls. Upon the occurrence of any event of default, we may immediately suspend any and all Services, terminate this Agreement and pursue any or all other legal remedies available under this Agreement and/or provided by law.

11. Emergency Service (911). The Services provided hereunder interact with 911, E911 and other emergency services in different manners than landline telephone service. Depending on the circumstances of a particular call, the Services provided hereunder may not be able to connect you to any service provider, or to identify your subscriber identity, your phone number, or your location to emergency services and may not always be connected to the appropriate emergency services provider. Accordingly, 911 or E911 service may not be available to you, even if 911 or 911 fees are assessed by state and local authorities.

12. Number Portability. Except for any rights federal law grants to you, you agree and acknowledge that you have no proprietary or ownership rights to a specific telephone number, Push To Talk identification, IP address or e-mail address assigned to you or your Phone (individually or collectively, "Number"). We may change your Number at any time. You may not transfer your telephone number if your prepaid account has been suspended or deactivated or has expired. We will accept orders from an agent appointed by you requesting the porting of any telephone number currently assigned to your prepaid account and will treat such porting request as your notice to us to terminate this Agreement, provided that the agency appointment is sent to us in writing and lists the telephone number(s) to be ported and the third-party carrier to whom such telephone number(s) will be ported. You retain responsibility for compliance with our requirements, payment of all amounts incurred on your account and for any act or omission of the agent. You may also appoint us to act as your agent for purposes of requesting the porting of any telephone number(s) you currently use with a third-party carrier to us, by providing us with a written authorization, in the form of a letter of agency ("LOA"), to act on your behalf; provided that (a) such third-party carrier has not received relief from its porting obligations from the applicable state or federal regulatory agency, and (b) that such telephone number is being used for interconnected telephony services. You will be responsible for all charges associated with, and any amounts incurred with respect to, such telephone number(s). The LOA will remain in effect until canceled by you in writing.

13. Data Privacy. To provide your requested Services, we will use and disclose information about you, including, but not limited to, your name, street address, telephone number, e-mail and telephone account. Of this information, we will obtain and possess certain usage-related information about the quantity, type and usage patterns of services that you use, called your Customer Proprietary Network Information, or CPNI. Under federal law, you have the right, and we have the duty, to protect the confidentiality of your CPNI (as defined by applicable law),

which we will protect in accordance with all applicable laws, rules and regulations and our CPNI Guide. Our CPNI Guide will be maintained on our Web site as may be modified by us at any time affecting the manner in which you can access your account and we protect your CPNI. We may be obligated to disclose your CPNI pursuant to court order or as otherwise required by law. If we are required by law or similar process to disclose your CPNI, then we may (to the extent legally permissible) provide you with written notice of such request or requirement so that you may seek an appropriate protective order. For more information on our privacy policies (that outline how we use and disclose your information) or CPNI Guide, visit our Web site at www.southernlinc.com.

14. Customer Covenants. You will use the Equipment, Services, Features, System, PINs and our Web site only in the manner for which each was designed and in accordance with all applicable laws and our acceptable use policy, which may be modified from time to time. For more information on our acceptable use policy, visit our Web site at www.southernlinc.com. You also will use only Equipment that is certified as Motorola iDEN-compatible and that is programmed with our licensed telecommunications frequency band map. You will not misuse, abuse, illegally use or fraudulently use the Services, Equipment, Features, Web site, System and PINs. If you are an institutional customer, then you must instruct your employees in the use of the Equipment, Services, Features, Web site, PINs and System and their capabilities for your particular operations. For assistance in training and for all other inquiries, you may call Customer Care at 611 or 1-800-406-0151. You will maintain the security and confidentiality of your PINs, passwords and prepaid account and will implement the necessary controls to prevent unauthorized calls. We reserve the right to terminate this Agreement if we reasonably believe that you (a) are violating any applicable law, (b) have behaved in an abusive, derogatory, fraudulent, harassing or similarly unreasonable manner to us, any of our representatives or employees, our other customers or any other person, (c) provided us false information regarding your identity or planned use of the Services, Features, Web site, PINs or Equipment, or (d) are using the Equipment, Features, Web site, PINs or Services in a way that may adversely affect our Services, Features, System, Web site, or our reputation or business. You will not resell or attempt to resell any aspect of the Services (including without limitation PINs), whether for profit or otherwise. You will not use an automatic dialer or program with your Equipment or the Service(s).

15. Warranty Disclaimer. The Services provided hereunder are part of a telecommunications service available to the public from a network serving all System customers in several states as an integrated system. The System routes all communications through central points of control used by other public traffic. You may experience variations in the Services and access times based upon the location involved, the other traffic on the System, or conditions at various locations of the System. You may fail to obtain or maintain access due to a lack of coverage in a particular area, use of low-powered portable equipment in areas where higher-powered mobile equipment is needed for coverage, radio frequency propagation effects, the effects of weather, the effects of natural and constructed obstructions, equipment maintenance and upgrades, repairs and malfunctions, and public usage exceeding capacity. Many of the Services and features are dependent upon third-party providers and may be disrupted or canceled due to action(s) or omission(s) of the third-party providers. WE MAKE NO WARRANTIES OR GUARANTEES AS TO ANY SERVICES OR FEATURES PROVIDED BY THIRD PARTIES. IN ADDITION, WE DO NOT MAKE ANY, AND HEREBY DISCLAIM ALL, WARRANTIES AND REPRESENTATIONS OF ANY KIND, STATUTORY, EXPRESS OR IMPLIED REGARDING THE EQUIPMENT, FEATURES OR SERVICES. WITHOUT LIMITING THE FOREGOING, WE SPECIFICALLY DISCLAIM EXPRESS OR IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT. WE DO NOT WARRANT THAT ANY SERVICES, FEATURES, CONTENT OR WEB SITE WILL MEET ANY OF YOUR REQUIREMENTS OR THAT THE PERFORMANCE OF THE SERVICES,

FEATURES, WEB SITE OR CONTENT THEREON WILL BE UNINTERRUPTED, TIMELY, APPROPRIATE OR FREE OF ERRORS OR INACCURACIES. ANY WARRANTY FOR THE EQUIPMENT IS SOLELY PROVIDED BY THE MANUFACTURER.

16. Security. We will not intentionally jeopardize the security of your systems or Equipment. Notwithstanding the foregoing, we are not responsible if any software code enters your Equipment through our System that is designed to be capable of disrupting, disabling or self-limiting computer hardware or software, including, without limitation, locks, time bombs, and trap doors, any malicious software code that is designed to disrupt, cause damage to or deplete the resources of any computer hardware or software by self-duplicating, altering any files or otherwise, including, without limitation, viruses, Trojan horses, worms, or any hidden communication capacity. We will use commercially reasonable efforts to prevent security breaches with respect to the use of the Services. Notwithstanding the foregoing, you agree that we have no liability with respect to the unauthorized use of any information that you may provide us, including, without limitation, your name, address, social security number, credit card information, and driver's license number, through the use of the Services.

17. Limitation of Liability. WE WILL NOT BE LIABLE FOR CONSEQUENTIAL, SPECIAL, OR INCIDENTAL DAMAGES, WHETHER OR NOT OCCASIONED BY OUR NEGLIGENCE AND INCLUDING, WITHOUT LIMITATION, LOST PROFITS, LOST BUSINESS, LOSS OF USE OR DATA OR LIABILITY FOR ANY LOSS OR DAMAGE RESULTING FROM THE INTERRUPTION OR FAILURE IN THE OPERATION OF ANY EQUIPMENT SOLD OR OTHERWISE PROVIDED HEREUNDER OR IN CONNECTION WITH THE USE OF THE SERVICES OR FEATURES. YOU ASSUME THE ENTIRE RISK AS TO THE QUALITY AND PERFORMANCE OF THE EQUIPMENT, SERVICES OR FEATURES. IF THE EQUIPMENT PROVES DEFECTIVE, THE COSTS OF ALL NECESSARY SERVICING AND REPAIR WILL BE BORNE BY YOU. TO THE EXTENT WE ARE LIABLE UNDER THIS AGREEMENT, YOU HEREBY LIMIT OUR LIABILITY AND YOUR CLAIM WITH RESPECT TO EACH UNIT AND RELATED SERVICES TO THE LESSER OF (a) THE DIRECT DAMAGES PROVEN BY YOU OR (b) THE AGGREGATE AMOUNTS PAID BY YOU FOR THE TWO (2) MONTHLY PERIODS PRIOR TO THE ACCRUAL OF THE CAUSE OF ACTION FOR THE SPECIFIC PRODUCT OR SERVICE WHICH FORMS THE BASIS OF SUCH CAUSE OF ACTION.

18. Indemnity. You will indemnify and hold us, our affiliated entities and our and their respective officers, directors and employees harmless for any loss, damage, cost (including, without limitation, reasonable court costs and attorneys' fees), suit or claim arising out of or related to: (a) any breach by you of this Agreement (including, without limitation, your obligation to comply with all applicable laws and regulations); (b) any use of the Web site, Equipment, PINs, Features or Services by you, your employees or any other person or entity using our Web site or the Equipment, PINs, Features or Services; or (c) any infringement of our or any third party's trade secrets, trademarks, copyrights, patents or other intellectual property by you, your employees, or any other person or entity using our Web site or the Equipment, PINs, Features or Services. You will not settle any claim without our prior approval. Such approval will not be unreasonably withheld or delayed.

19. Force Majeure. Neither party will be liable for a failure or delay in its performance under this Agreement (other than payment obligations) to the extent such failure or delay was covered by an event or occurrence beyond its reasonable control, including, without limitation, an act of God, flood, riot, fire, judicial or governmental action, labor dispute, failure of telecommunications facilities, acts or omissions by any third party (including without limitation our vendor[s], service provider[s] or contractor[s]), or transmission links, failure of digital transmission links, internet slowdown or failure, lightning strike, meteor shower or extreme high or low temperatures.

20. Arbitration. The parties will make diligent, good-faith attempts to resolve all disputes. If the representatives of the parties cannot resolve the dispute within 60 days after the matter is submitted to them, then, unless otherwise agreed, the parties will submit the dispute to arbitration. The arbitrator(s) will hold a hearing within 60 days following their designation, and will render a resolution of the matter submitted within 30 days after the hearing. The arbitrators' decision must be in accordance with applicable law. The parties will conduct the arbitration pursuant to the Wireless Industry Arbitration Rules of the American Arbitration Association. The parties will hold all arbitration hearings in Atlanta, Georgia. The foregoing agreement to arbitrate is specifically enforceable. The arbitration will be final and binding on the parties and not subject to any appeal.

21. Miscellaneous. Any legal notice, authorization or consent required or permitted under this Agreement will be made in writing and will be deemed effective when delivered to the address posted on our website. We may assign all or part of our rights or obligations under this Agreement, without notice, without your consent and without such assignment constituting an amendment to this Agreement. You may assign neither this Agreement nor any rights hereunder without our prior written consent. You represent that you may legally enter into this Agreement, have received a copy of this Agreement and have read and clearly understand its terms and conditions. If activating on behalf of a corporation or entity, you represent that you have full authority to bind such corporation or entity and, if not, you agree to accept personal liability for the prepaid account. You are responsible for all charges incurred by any person you authorize to access the prepaid account or allow to use your Equipment or the Service(s).

This Agreement is governed by Georgia law without regard to its choice of law rules. If any one or more of the provisions of this Agreement or any application of those provisions is held to be invalid in any respect, the enforceability of such provision and all other remaining provisions contained in this Agreement and all applications of such remaining provisions will continue in effect to the fullest extent permitted by law. This Agreement constitutes the entire Agreement among the parties with respect to its subject matter, and supersedes any other statement or writing not a part of this Agreement or otherwise referenced in this Agreement. Except as otherwise provided herein, this Agreement may be amended only by a writing signed by both parties. No party will be deemed to have waived any right under this Agreement unless such waiver is made explicit in writing and signed by such party.