

**iDEN Services
Terms and Conditions**

In consideration of respective rights and obligations under the Agreement, Southern Linc ("our", "us" or "we") and Customer ("you" or "your") agree as follows:

1. Acceptance. All sales to you of phones, data equipment or accessories ("Equipment") and wireless telecommunications services, data services and software ("Services") for use on our network ("System") are made under the terms and conditions herein. Your placement of an order, acceptance of or payment for Equipment or Services will constitute acceptance of these terms.

2. Equipment. You will pay the cost shown for any Equipment described on the Order Page, plus shipping and any applicable tax. Equipment may be new or reconditioned. YOU ACKNOWLEDGE THAT EQUIPMENT IS NOT COMPATIBLE WITH ANY OTHER TELECOMMUNICATIONS SYSTEM AND MAY ONLY BE USED WITH THIS SYSTEM.

3. Services. We may provide you Services to use on the Equipment for the selected plan, features and data as specified on the Order Page, as further detailed on our web site at www.southernlinc.com, or as otherwise modified by the parties. COVERAGE IS ONLY AVAILABLE IN THE SOUTHERN LINC REGIONAL SERVICE AREA UNLESS YOUR PLAN INCLUDES ADDITIONAL COVERAGE. For more information on current coverage for your plan, visit www.southernlinc.com. If you fail to log into your voice mail box within any 30 day period, we may deactivate this feature. Use of a smartphone requires a data service package for the length of this Agreement or qualified contract extension. If your plan has a 2G/3G data allowance, you will not be able to use 2G/3G data beyond the allowance, but you may be able to use regional data within the Southern Linc Regional Service Area. We may not provide maintenance and support services for software or applications. We may charge you to change your number. Except as provided by law, you have no proprietary rights to an assigned telephone number. If you purchase certain applications, features or software, you may be subject to and required to agree to additional terms, including but not limited to the MOTOTALK™ terms of use, available at our web site at www.southernlinc.com.

4. Payment and Collection. You will pay us all amounts due under this Agreement (including, without limitation, amounts due for any Services, Equipment, and any other charges) by the payment due date shown on your invoice. You will pay us for any expenses we incur in collecting amounts due under this Agreement, including, without limitation, court costs and attorneys fees. We and our agents may contact your email, SouthernLINC number and other phone/cell number provided to us to contact you about your account status or as otherwise permitted by law, including but not limited to, collecting amounts due, using prerecorded or live calls, emails and calls or messages delivered by an automatic telephone dialer system. You will pay any federal, state, and local transactional taxes, fees or surcharges based on the place of primary use set forth on the Order Page, including, without limitation, universal service fees, 911 surcharges, sales, mobile communications services, regulatory cost recovery fees and gross receipts taxes (subject to change, legal or otherwise). If a place of primary use is not provided, we may refuse to sell you Equipment or Services. If you believe your invoice is incorrect, you must notify us of your dispute within 30 days from the date of the first invoice containing your dispute or waive your right to that dispute. We require written notification of any disputes to the attention of Customer Accounting at the address in Section 17. All undisputed charges must be paid by the statement due date.

5. Late Fees; Dishonored Check Charge; Re-connect Fees; Deposits. If we do not receive payment on or before the payment due date, you will pay to us a late charge equal to 1.5% (or the maximum interest rate permitted by law) of the overdue amount per month for each month that such amount remains unpaid and we may disconnect Services. If any check or similar instrument that you remit to us in payment of charges owing under this Agreement is not paid or is dishonored by a financial institution, you will pay us a fee of \$25 or the maximum amount allowed by law, whichever is greater. We may demand payment by money order, cashier's check, or similarly secure form of payment. If we disconnect any Service, you must pay a re-connect fee of \$25 per unit of Equipment per Service, in addition to any other outstanding fees, before we may reactivate Service(s). We may modify the terms of

Service as a precondition to reactivation. We may also require you to make suitable deposit(s) to be held by us as a guarantee of payment.

6. Term/Termination. You may use Services specified on the Order Page from the date of activation of Services and continuing for the number of months shown on the Order Page or as may be otherwise extended by Equipment or service upgrades or plans (the "Initial Term"). If no term of service is checked on the Order Page, the Initial Term is 12 months. After the end of the Initial Term, this Agreement will renew for successive one-month terms (each a "Renewal Term") unless either we or you terminate this Agreement as provided herein. Either you or we may terminate this Agreement upon the expiration of the Initial Term or any Renewal Term by providing the other with 30 days advance written notice. We may terminate this Agreement at any time without notice if you otherwise fail to comply with the terms of this Agreement or commit a default under Section 7. If you terminate this Agreement or if we terminate this Agreement for cause prior to the end of the Initial Term, you will pay as liquidated damages an Early Termination Fee(s) (ETF) per unit shown on the Order Page and any other charges owing under this Agreement within 10 days of the payment due date of your invoice. The ETF is not a penalty. Subject to applicable law we may modify any terms of this Agreement by providing 30 days written notice to you of the modification and the effective date. Upon receipt of notice of any material modification, you may terminate the affected Service within the 30-day period without payment of an ETF. Your failure to terminate the affected Service within such time period will constitute your acceptance of the modification. A material change does not include any governmental tax or charge or cost recovery fee. For more information on our return policy, visit our web site at www.southernlinc.com.

7. Default. The occurrence of any of the following events constitutes default under this Agreement: (i) your failure to pay when due any amount payable under this Agreement or breach of this Agreement; (ii) the sale, lease or transfer of Equipment or Services without our prior written consent; (iii) any statement made or furnished to us by you or any guarantor that is false or misleading; (iv) the loss, theft, substantial damage, sale or encumbrance of or to Equipment, or the making of any levy or attachment on Equipment; or (v) use of Services or System in a manner that affects our services or operations, is not within your permissible usage allowance under Section 10, is not within our system or is not approved by us. Upon the occurrence of any default, we may immediately disconnect any Services and pursue any legal remedies.

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

9. 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, email 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 affecting the manner in which you can access your account and we protect your CPNI. You acknowledge and agree that we may be obligated to disclose your information pursuant to court order or as otherwise required by law. If we are required by law or similar process to disclose your information, 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 or CPNI Guide, visit our web site at www.southernlinc.com.

10. Customer Covenants. You will use Equipment, Services (including the transfer of information) and System only in the manner for which each was designed and within your permissible usage allowance in accordance with our Acceptable Use Policy, and all applicable laws. For more information on our Acceptable Use Policy, visit our web site at www.southernlinc.com. You will use only Equipment that is certified for use on our System by Southern Linc. If you are an institutional customer, you must instruct your employees in the use of Equipment and Services. Training assistance may be obtained by contacting customer support. We may terminate the Agreement if we believe that you are violating any applicable law or engaging in any unethical behavior. You are responsible for payment for all calls placed to or via your telephone number(s) regardless of any use or misuse of Service(s) by you or any third party. We may block your access to numbers (e.g., 976, 900 and international destinations) or types of calls (e.g., operator-assisted or collect calls) if we experience excessive billing, collection, fraud or other misuse of Services. All intellectual property rights remain with us or the developer and you will not modify, disclose, reproduce or reverse engineer any portion of software. Only our representatives may repair, service or otherwise access Equipment and Services. Any software loaded on your Equipment by non-representatives is done so at your own risk.

11. Warranty Disclaimer. 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. System routes all communications through central points of control used by other public traffic. You may experience variations in Services and access times based upon the location involved, the other traffic on the System, or conditions of 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, 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. SERVICES MAY BE DEPENDENT UPON THIRD PARTY PROVIDERS AND MAY BE DISRUPTED OR CANCELED DUE TO ACTIONS OF THE THIRD PARTY PROVIDERS. WE DO NOT MAKE ANY, AND HEREBY DISCLAIM ALL WARRANTIES AND REPRESENTATIONS OF ANY KIND, STATUTORY, EXPRESS OR IMPLIED REGARDING EQUIPMENT 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 WILL MEET ANY OF YOUR REQUIREMENTS OR THAT THE PERFORMANCE OF SERVICES OR CONTENT THEREON WILL BE UNINTERRUPTED, TIMELY, APPROPRIATE OR FREE OF ERRORS OR INACCURACIES. ANY WARRANTY FOR EQUIPMENT, APPLICATIONS OR SOFTWARE IS SOLELY PROVIDED BY THE MANUFACTURER OR DEVELOPER.

12. Security. We will not intentionally jeopardize the security of your systems or Equipment and are not responsible if any software code enters your Equipment through our System that disrupts, disables or self-limits hardware or software. We disclaim any liability with respect to the unauthorized use of your information to the extent permitted by law.

13. 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 INTERRUPTION OR FAILURE IN THE OPERATION OF ANY EQUIPMENT OR IN CONNECTION WITH THE USE OF SERVICES. YOU ASSUME THE ENTIRE RISK AS TO THE QUALITY AND PERFORMANCE OF EQUIPMENT OR SERVICES. IF 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 WITH RESPECT TO EACH UNIT AND RELATED SERVICES TO THE ANNUAL AMOUNT PAID BY YOU FOR SERVICES TO THAT UNIT.

14. Indemnity. You will indemnify and hold us, our affiliated entities and our and their respective employees harmless for any loss, damage, cost (including, without limitation, court costs and attorneys fees), suit or claim arising out of or related to: (i) any breach by you of this Agreement; or (ii) any use of Equipment or Services by you, your employees, or any other person or entity using Equipment or Services issued to you; or (iii) 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 Equipment or Services issued to you. You will not settle any claim without our prior approval.

15. Force Majeure. Neither party will be liable for a failure or delay in its performance under this Agreement (other than payment) to the extent such failure or delay was covered by an event beyond its reasonable control, including, without limitation, an act of God, flood, riot, fire, judicial or governmental action, labor dispute, failure of telecommunications facilities or transmission links, failure of digital transmission links, Internet slow-down or failure, lightning or extreme temperatures.

16. Arbitration. Any disputes which the parties are unable to resolve in good faith within 30 days written notice to the defaulting or breaching party, other than those disputes related to indemnity, will be submitted to arbitration administered by JAMS in Atlanta, GA in accordance with the JAMS Streamlined Arbitration Rules & Procedures. The arbitrator will issue an award in a form not to exceed one page and will not include findings of fact, conclusions of law or a reasoned opinion. You must pay your share of the arbitration fees, as established by the arbitrator, up to a maximum of \$75. If you prevail in the arbitration, we will bear all reasonable expenses borne by you in connection with the arbitration. **YOU WILL NOT BE PERMITTED TO PARTICIPATE AS A REPRESENTATIVE OR MEMBER OF ANY CLASS ARBITRATION WITH RESPECT TO ANY CLAIM THAT IS SUBJECT TO THIS AGREEMENT AND YOU IRREVOCABLY WAIVE ANY RIGHT YOU MAY HAVE HAD TO PARTICIPATE IN ANY SUCH CLASS.** The arbitrator has no authority to conduct any consolidated, joint or class arbitration as to any claims and will only address and determine the individual claims of the parties. If this arbitration clause is found to be unenforceable, the entire arbitration clause will be unenforceable.

17. Miscellaneous. Any notices under this Agreement will be made in writing and delivered to us at 4601 Southlake Parkway, Hoover, AL 35244. This Agreement is governed by Georgia law. If any provision of this Agreement is held to be invalid in any respect, the enforceability and applicability of such provision and all other remaining provisions will continue in effect to the fullest extent permitted by law. This Agreement, including Order Pages, constitutes the entire Agreement among the parties with respect to its subject matter, and supersedes any prior agreements between the parties with respect thereto. **We may modify materials referenced in this Agreement that are available on our web site from time to time by posting the then-current terms on our web site at www.southernlinc.com.** Except as otherwise provided herein, the Agreement may be amended only by a writing signed by both parties. Any waiver by a party must be in writing and signed by such party.