

# FleetCellular Subscriber Agreement: General Terms and Conditions

888-213-2974

Connect

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Customer Name:

Account Name:

**IT IS IMPORTANT THAT YOU READ THIS ENTIRE AGREEMENT CAREFULLY.** This wireless service agreement (the "Agreement"), consisting of the attached Customer Expectations Checklist, these General Terms and Conditions, Plan Information, and the Customer Order, is an agreement between you individually or, if a business, your business entity or corporation ("Customer"), and the Fleet Cellular local operating affiliate authorized to provide service in the geographic region in which Customer's billing address is located ("Fleet Cellular"). These services may include, but are not limited to, wireless calling, Direct Connect™ walkie-talkie services, Nationwide Direct Connect™ walkie-talkie services, Group ConnectSM walkie-talkie services, wireless web services including email services ("Fleet Cellular Online® Services"), mobile messaging services including two-way messaging and SMS services ("Mobile Messaging") and other related services and features. Together, the services selected by Customer make up Customer's "Service Plan" and are collectively referred to in this Agreement as the "Service" provided to Customer. Service is accessible to Customer through the telephone, data, email or messaging code or number(s) or email address(es) (collectively, the "Number(s)") assigned to Customer's account. This Agreement also governs the purchase and or use of Customer's cellular phone ("Phone"), BlackBerry®, radio equipment and all other related equipment or devices and the software applications loaded on any of the same used in connection with the Service ("Equipment"). This Agreement governs the entire relationship between Customer and Fleet Cellular and supersedes all earlier versions of any agreement between Customer and Fleet Cellular. Customer acknowledges receipt of detailed information ("Plan Information") for each Service selected by Customer. ALL PLAN INFORMATION IS MADE PART OF THIS AGREEMENT AND SHOULD BE CAREFULLY REVIEWED BY CUSTOMER. If Plan Information conflicts with this Agreement, this Agreement shall govern. IN CONSIDERATION OF THE PAYMENTS

AND THE MUTUAL COVENANTS AND CONDITIONS SET FORTH IN THIS AGREEMENT, Fleet Cellular AND CUSTOMER AGREE AS FOLLOWS:

**1. ACCEPTANCE OF THIS AGREEMENT** - Customer will have accepted and be bound by this Agreement if Customer (1) provides Fleet Cellular with a written or electronic signature; (2) otherwise indicates electronically that Customer accepts; or (3) activates Service through the Equipment.

**Creditworthiness of Customer** - Customer must complete a credit application ("Credit Application") before Service may be provided to Customer. THIS AGREEMENT SHALL NOT BE EFFECTIVE UNTIL Fleet Cellular APPROVES CUSTOMER'S CREDIT APPLICATION AND OTHERWISE ACCEPTS THE AGREEMENT. Customer acknowledges that Fleet Cellular will rely on the credit information furnished by Customer ("Credit Information") and Customer's credit history to determine whether to provide Service to Customer. Customer consents to Fleet Cellular's requests for and verification of Customer's bank references and authorizes Fleet Cellular to assess Customer's creditworthiness from time to time by contacting standard commercial credit reference services. Customer represents and warrants that all Credit Information is current, complete and accurate. Fleet Cellular may require Customer to update its Credit Information from time to time, and Customer agrees to notify Fleet Cellular immediately of any change to its Credit Information. Fleet Cellular MAY, AT ANY TIME, TERMINATE THE SERVICE OF ANY CUSTOMER THAT DOES NOT PROVIDE CURRENT, COMPLETE AND ACCURATE CREDIT INFORMATION. Fleet Cellular may, at any time in its sole discretion, place restrictions on Customer's use of Service, including but not limited to, a limitation on the amount of charges Customer may incur with respect to any Number. In this event, Fleet Cellular shall provide reasonable notice to Customer. Customer acknowledges that Fleet Cellular may provide Customer's payment history and other billing/charge information regarding the Service or

Equipment to any credit reporting agency or industry clearinghouse.

**Deposits** - Fleet Cellular may, at any time in its sole discretion, require a deposit ("Deposit") from Customer to be held as a guarantee of payment. Customer grants to Fleet Cellular a security interest in any Deposit to secure all current or future amounts owed to Fleet Cellular. The Deposit may be mixed with other funds and will not earn interest, except as required by applicable law. Customer may not use the Deposit to pay Customer's bills or to extend payment. Fleet Cellular may, at any time, determine that Customer's Deposit is insufficient and, upon notice to Customer, require an increase in the Deposit to the extent permitted by law. In this event, Customer must either furnish the increased Deposit to Fleet Cellular within a reasonable time of its receipt of notice or terminate the Agreement during this period without incurring any liability for early termination. If Customer does not furnish Fleet Cellular with the increased Deposit amount or terminate the Agreement and pay to Fleet Cellular all amounts Customer owes to Fleet Cellular in a timely manner, Fleet Cellular may terminate the Agreement and Customer shall be liable to Fleet Cellular for early termination in accordance with Section 7 below. Fleet Cellular will apply the Deposit against any amount owed to Fleet Cellular at the end of the first billing cycle following the date that is one year from when Fleet Cellular received the deposit ("Application Date"), or, if earlier, upon termination of the Agreement or such other time as required by law. Fleet Cellular will return the Deposit (or any remaining balance) to Customer within ninety (90) days (or such shorter period as may be required by law) after termination of the Agreement. After the Application Date and upon Customer's request, Fleet Cellular will return to Customer within thirty (30) days of such request any balance remaining on the Deposit. Deposits will be returned to Customer, in whole or in part, at Customer's last known address. If required by law, Fleet Cellular will forward to appropriate state authorities any remaining balance that the postal service is unable to deliver to Customer.

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**2. AGREEMENT TERM** - The term of this Agreement for each Number is set forth on the Customer Order section of this Agreement (as acknowledged by Customer) and shall begin on the date Customer accepts the Agreement in accordance with Section 1 above, and, except as provided elsewhere in this Agreement, shall end thirty (30) days after either Fleet Cellular or Customer gives notice of its intent to terminate. CUSTOMER MAY BE REQUIRED TO COMMIT TO A FIXED ONE OR TWO-YEAR MINIMUM TERM ("MINIMUM TERM"), DEPENDING ON THE SERVICE PLAN SELECTED BY CUSTOMER. IF CUSTOMER SELECTS A SERVICE PLAN OR FEATURE OR PARTICIPATES IN A PROMOTION THAT REQUIRES A MINIMUM TERM, CUSTOMER SHALL PURCHASE SERVICE FOR THE FULL TERM AND, UNLESS OTHERWISE PROVIDED IN THIS AGREEMENT, PAY DAMAGES TO Fleet Cellular (AS DISCUSSED IN SECTION 7 BELOW) IF THE AGREEMENT IS TERMINATED BEFORE COMPLETION OF THE MINIMUM TERM. CUSTOMER MAY BE REQUIRED TO COMMIT TO A NEW MINIMUM TERM IF CUSTOMER CHANGES SERVICE PLANS, PARTICIPATES IN A PROMOTION, OR UPGRADES EQUIPMENT DURING ANY EXISTING TERM OR MINIMUM TERM. Customer will not be liable to Fleet Cellular & Fleet Cellular for early termination if service is terminated under the applicable return policy. Information about Fleet Cellular's return policy, if applicable, will be made available to customer at the place of sale and will become a part of this Agreement. Fleet Cellular MAY EXTEND THE MINIMUM TERM BY ANY PERIOD OF TIME DURING WHICH SERVICE WAS SUSPENDED TO CUSTOMER OR DURING TIME ON A SEASONAL SERVICE PLAN. UPON COMPLETION OF THE TERM, THIS AGREEMENT SHALL AUTOMATICALLY RENEW ON A MONTH-TO-MONTH BASIS. Fleet Cellular MAY, IN ITS SOLE DISCRETION, DECIDE NOT TO RENEW THIS AGREEMENT AT ANY TIME BEFORE COMPLETION OF THE TERM OR ANY RENEWAL PERIOD.

**3. CHANGES TO AGREEMENT** - SUBJECT TO APPLICABLE LAW, Fleet Cellular MAY, AT ANY TIME IN ITS SOLE DISCRETION, MODIFY ANY OF THE TERMS AND CONDITIONS OF THIS

INCLUDING BUT NOT LIMITED TO THE RATES IT CHARGES TO CUSTOMER. Fleet Cellular WILL PROVIDE NOTICE TO CUSTOMER OF ANY MATERIAL MODIFICATION. If the modification is material and adverse to Customer (e.g., the modification increases the monthly Service Plan rates charged to Customer or decreases the number of minutes included in the Customer's monthly Service Plan) and Customer does not agree to accept the modification, Customer may terminate this Agreement without incurring any liability to Fleet Cellular for early termination by notifying Fleet Cellular within sixty (60) calendar days after the effective date of the modification. The effective date of the modification will be set forth in the written notice provided to Customer. If Customer does not terminate the Agreement during the sixty (60) day period, Customer will have agreed to accept the modification and the modification shall have retroactive effect to its effective date.

**4. USE OF SERVICE OR EQUIPMENT** - Customer shall not use the Service or the Equipment in any unlawful manner (including, but not limited to, use in any aircraft or motor vehicle where prohibited by law, ordinance, or regulation), or in a manner that may be abusive, harassing, threatening or fraudulent. Customer is solely responsible for all content transmitted using the Service or the Equipment and shall not use the Service or Equipment to communicate any (1) harassing, threatening, defamatory, pornographic or obscene messages; (2) unsolicited commercial messages; or (3) unsolicited commercial and/or bulk text or SMS messages. Customer shall not use the Service or Equipment in a manner that could result in damage or risk to the business, reputation, properties, or services of Fleet Cellular or to Fleet Cellular's subscribers, third parties or to the public generally. Accordingly, by way of example, Customer shall not attempt to gain unauthorized access to the Service or any account on the Service, use the Service to infringe the copyright of another, or upload or transmit any "virus", "worm" or other malicious code. Customer shall not modify, disassemble, deinstall or alter the Equipment in any manner, except in accordance with the use instructions accompanying the Equipment. Customer may not resell or lease the Service or the

Equipment to any other person or party.

**Change in Service/Number** - Any change in the Service or the Equipment may require additional programming or Equipment or changes to Numbers assigned to Customer. CUSTOMER MAY BE ASSESSED A PROGRAMMING FEE IN CONNECTION WITH ANY CHANGE REQUESTED BY CUSTOMER. Fleet Cellular may, at any time, change or remove any Number assigned to Customer when such change is reasonably necessary in the conduct of Fleet Cellular's business. Customer acknowledges that Customer has no proprietary or ownership rights or interest in Customer's Number(s) and cannot acquire such rights or interest through usage, publication or otherwise. Customer may not assign its Number to any other Equipment and shall not program any other Number into its Equipment. If wireless number portability becomes available in Customer's Service Area, Customer may request that its Phone number(s) be ported to another service provider. Upon such request, all amounts then owed to Fleet Cellular (including damages for early termination and any amounts that appear on the final invoice) shall become immediately due and payable, and Customer's failure to provide timely payment to Fleet Cellular could delay Fleet Cellular's facilitation of Customer's request.

**5. Fleet Cellular ONLINE® SERVICES** - Fleet Cellular Online® Services consist of applications such as email, data, information and other wireless Internet services ("Online Applications"). Customer acknowledges that no guarantee or assurance exists that the Online Applications will be compatible, or, if currently compatible, will continue to be compatible, with Fleet Cellular's network or with Customer's Equipment or Service. Fleet Cellular does not endorse any Online Application, even if currently compatible with Fleet Cellular's network or with Customer's Equipment or Service. Fleet Cellular may, at any time in its sole discretion, disable or discontinue any Online Application for any reason. Use of Fleet Cellular Online® Services requires Internet compatible Equipment, and is subject to applicable storage, memory or other Equipment limitations. Only certain Internet sites may be accessed by Customer. certain Fleet Cellular Online® Services may not be available in all areas where Service is provided.

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Account Name:

**Content** - Customer may, from time to time, access through Fleet Cellular Online® Services statements, opinions, graphics, photos, music, services and other information ("Content"), including Content provided by third parties. Customer acknowledges that Fleet Cellular offers no guarantee or assurance regarding the accuracy, completeness, appropriateness or utility of the Content. Customer also acknowledges that Fleet Cellular does not publish and is in no way responsible for any Content that is provided by third parties. Customer also may establish contact with third parties through Fleet Cellular Online® Services. Fleet Cellular is not responsible for the actions of third parties contacted by Customer, whether such contact was initiated by Customer or was brought about through an embedded link on the Equipment. Content providers and others have copyright and other proprietary interests in certain Content. Customer shall not, and will not permit others, to reverse engineer, reproduce, broadcast, distribute, sell, publish, commercially exploit or otherwise disseminate any Content in any manner without the prior written consent of Fleet Cellular, the Content providers, or others with proprietary interests in such Content, as applicable. Customer's use of the Content is strictly limited to the Customer's own use solely in connection with the Equipment. Customer will be required to cease using the Content if Customer fails to comply with this Section 5 or any part of this Agreement.

**Network Security** - Fleet Cellular may take any action that it deems necessary to (1) protect its network, its rights or the rights of its customers and third parties; or (2) optimize or improve its network, its Services and the Equipment. Customer acknowledges that such action may include, without limitation, employing methods, technologies, or procedures to filter or block messages sent through Fleet Cellular Online® Services. Fleet Cellular may, in its sole and absolute discretion, at any time, filter "spam" or prevent "hacking," "viruses" or other potential harms without regard to any Customer preference.

**Application Support** - Fleet Cellular is often not the developer of Online Applications that are accessible through Fleet Cellular Online® Services. Therefore, if Customer contacts Fleet Cellular's Customer Care department regarding use of an Online Application, Customer may be referred

to the customer care department of the developer of the Online Application, and Fleet Cellular shall not be obligated to support any such Online Application.

**6. SERVICE AVAILABILITY** - SERVICE IS GENERALLY AVAILABLE TO CUSTOMER WHEN CUSTOMER IS WITHIN THE OPERATING RANGE OF THE Fleet Cellular NETWORK OR WITHIN THE RANGE OF A PROVIDER WITH WHICH Fleet Cellular HAS A RECIPROCAL SERVICE ARRANGEMENT ("SERVICE AREA"). CUSTOMER ACKNOWLEDGES THAT ANY MAP, DIAGRAM OR OTHER ILLUSTRATION OF CUSTOMER'S SERVICE AREA IS ONLY AN ESTIMATE AND ACTUAL SERVICE COVERAGE MAY VARY. CUSTOMER'S SERVICE AREA IS SUBJECT TO CHANGE AT ANY TIME IN Fleet Cellular'S SOLE DISCRETION. Service quality and availability within Customer's Service Area is also affected by conditions Fleet Cellular does not control, including the Equipment, problems associated with interconnecting carriers, power failures, "viruses", obstructions such as buildings or trees, tunnels, atmospheric, geographic or topographical conditions and other conditions. Service also may be limited or temporarily unavailable due to system capacity limitations or system repairs or modifications. Fleet Cellular also may be required during public safety emergencies or when system capacity is otherwise limited to limit access to the Fleet Cellular network for those customers that are not then using the Service and connected to the network in order to facilitate communications by public safety organizations such as police and fire departments. In this event, customers that have priority access Service as part of their Service Plan will be given access to the Fleet Cellular network before Fleet Cellular'S non-priority access customers. Fleet Cellular will not complete calls to 900, 976 or similar numbers for pay-per-call services. Caller identification information may not be available for all incoming calls. International calling may be blocked.

**7. RATES AND CHARGES** - Customer shall pay in full all charges for Services provided under this Agreement and any Service Plan that becomes part of this Agreement, including monthly service charges, usage charges, taxes, assessments and any additional fees or charges imposed on Customer or on Fleet Cellular and

associated with the Service or the Equipment. Customer is responsible for all charges or purchases associated with Customer's Number and Equipment whether or not Customer was the user of the Service or authorized its use. If Customer fails to pay any amounts when due under this Agreement, Customer shall be in default and Fleet Cellular shall be entitled to exercise any remedies available to it under this Agreement or at law or in equity.

**Service Charges** - Customer shall pay all charges for Services selected by Customer as indicated on the Customer Order section of this Agreement as part of Customer's Service Plan, and any additional Services selected by Customer. Customer's Service Plan will be offered at the rates and subject to the conditions set forth in the Service Plan Information provided to Customer at the time of sale. CUSTOMER'S SERVICE PLAN INFORMATION SHALL BE CONSIDERED PART OF THIS AGREEMENT. RATES CHARGED TO CUSTOMER INCLUDE MONTHLY ACCESS CHARGES AND MAY INCLUDE ACTIVATION AND OTHER FEES ASSOCIATED WITH FEATURES SUCH AS VOICEMAIL AND CALLER IDENTIFICATION. MONTHLY ACCESS CHARGES SHALL BEGIN ONCE CUSTOMER'S SERVICE IS ACTIVATED, WHICH MAY OCCUR BEFORE CUSTOMER RECEIVES THE EQUIPMENT.

**Usage Charges** - DEPENDING ON THE SERVICE PLAN SELECTED, CUSTOMER MAY INCUR USAGE CHARGES FOR SERVICES SUCH AS: WIRELESS CALLING, DIRECT CONNECT™, NATIONWIDE DIRECT CONNECT™, GROUP CONNECT™, MOBILE MESSAGING, Fleet Cellular ONLINE® SERVICES AND OTHER SERVICES THAT MAY BE OFFERED FROM TIME TO TIME. USAGE CHARGES MAY VARY DEPENDING ON HOW, WHERE AND WHEN CUSTOMER USES THE SERVICE. CUSTOMER MAY BE ASSESSED LONG DISTANCE CHARGES (INCLUDING INTERNATIONAL CALLING) OR OTHER CHARGES FOR "TOLL-FREE" CALLS TO 800, 866, 877, 888 AND OTHER TOLL-FREE NUMBERS. CUSTOMER ALSO MAY BE CHARGED FOR THE USE OF SPECIAL SERVICES SUCH AS 411 SERVICES, OPERATOR-ASSISTED CALLS OR

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CALL-FORWARDING. AIRTIME CHARGES WILL BE ASSESSED FOR THE ENTIRE PERIOD DURING WHICH A CALL OR DIRECT CONNECT™ TRANSMISSION IS CONNECTED TO THE Fleet Cellular NETWORK. A WIRELESS CALL CONNECTION BEGINS APPROXIMATELY WHEN CUSTOMER PRESSES THE BUTTON TO INITIATE AN OUTGOING CALL OR THE PHONE STARTS RINGING FOR AN INCOMING CALL AND ENDS APPROXIMATELY WHEN THE FIRST PARTY TERMINATES THE CALL. CUSTOMER SHALL BE RESPONSIBLE FOR ALL CHARGES FOR INCOMING AND OUTGOING WIRELESS CALLS THAT ARE ANSWERED. A DIRECT CONNECT™ OR GROUP CONNECTSM TRANSMISSION OCCURS APPROXIMATELY WHEN CUSTOMER PRESSES THE BUTTON TO INITIATE A TRANSMISSION AND ENDS APPROXIMATELY SIX (6) SECONDS AFTER COMPLETION OF A COMMUNICATION (i.e., WHEN CUSTOMER OR ANOTHER PARTICIPANT RELEASES THE BUTTON) TO WHICH NO PARTICIPANT RESPONDS. CUSTOMER INITIATES A NEW DIRECT CONNECT™ OR GROUP CONNECTSM TRANSMISSION IF CUSTOMER RESPONDS MORE THAN SIX (6) SECONDS AFTER THE OTHER PARTICIPANT COMPLETES A COMMUNICATION. NATIONWIDE DIRECT CONNECT™ CALLS USE THE DIRECT CONNECT™ MINUTES IN CUSTOMER'S PLAN AND INCUR AN ADDITIONAL ACCESS CHARGE. AIRTIME CHARGES FOR DIRECT CONNECT™ OR GROUP CONNECTSM TRANSMISSIONS OR NATIONWIDE DIRECT CONNECT™ ACCESS ARE CHARGED TO THE CUSTOMER THAT INITIATES THE TRANSMISSION AND, UNLESS A RATE PLAN INCLUDES UNLIMITED TRANSMISSIONS OR ACCESS, ARE CALCULATED BY MULTIPLYING THE DURATION OF THE TRANSMISSION (INCLUDING THE SIX (6) SECOND PERIOD REFERRED TO ABOVE) BY THE APPLICABLE RATE AND THE NUMBER OF PARTICIPANTS. CUSTOMER WILL NOT BE CHARGED FOR SENDING OR RECEIVING CALL ALERT TRANSMISSIONS ("CALL ALERTS"), BUT WILL BE DEEMED TO HAVE INITIATED A NEW DIRECT CONNECT™ TRANSMISSION IF

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CUSTOMER RESPONDS TO A CALL ALERT, EVEN IF CUSTOMER RESPONDS WITHIN SIX (6) SECONDS OF RECEIVING THE CALL ALERT. TEXT AND NUMERIC MESSAGING WILL BE CHARGED ON A PER MESSAGE BASIS; HOWEVER, CUSTOMER MAY ELECT TO PURCHASE A CERTAIN NUMBER OF MESSAGES FOR A FIXED MONTHLY PRICE. ANY MESSAGES IN EXCESS OF CUSTOMER'S ALLOTTED MESSAGES WILL BE CHARGED AT THE PER MESSAGE RATE. DEPENDING ON THE PLAN, CUSTOMER MAY BE CHARGED ON A PER KILOBYTE BASIS (ONE MEGABYTE EQUALS 1024 KILOBYTES AND ONE KILOBYTE EQUALS 1024 BYTES), FOR CUSTOMER'S USE OF Fleet Cellular ONLINE® SERVICES. KILOBYTES MAY BE USED FOR, WITHOUT LIMITATION, BROWSING THE INTERNET, ACCESSING Fleet Cellular ONLINE® APPLICATIONS AND FOR READING, SENDING AND RESPONDING TO EMAIL. AIRTIME MINUTES ALLOTTED TO CUSTOMER UNDER CUSTOMER'S WIRELESS CALLING PLAN MAY BE USED IN CONNECTION WITH CERTAIN Fleet Cellular ONLINE® SERVICES.

CUSTOMERS ARE CHARGED AT LEAST ONE (1) MINUTE OF AIRTIME FOR ALL WIRELESS CALLS AND AT LEAST SIX (6) SECONDS OF AIRTIME FOR ALL DIRECT CONNECT™ TRANSMISSIONS, REGARDLESS OF LENGTH. AFTER THE INITIAL MINUTE, AIRTIME CHARGES FOR WIRELESS CALLING ARE ROUNDED-UP AND BILLED TO THE NEXT SECOND OR TO THE NEXT MINUTE, DEPENDING ON CUSTOMER'S SERVICE PLAN. AFTER SIX (6) SECONDS, DIRECT CONNECT™ TRANSMISSIONS ARE ROUNDED-UP AND BILLED TO THE NEXT SECOND. DATA USAGE FOR Fleet Cellular ONLINE® SERVICES IS ROUNDED TO THE NEAREST ONE-TENTH (1/10) OF A KILOBYTE.

*Taxes, Fees and Assessments* - Customer shall pay all federal, state, and local taxes and fees that are imposed on transactions subject to this Agreement. Customer shall not be responsible for taxes and fees imposed on Fleet Cellular's net income or property. CUSTOMER SHALL BE RESPONSIBLE FOR ALL TAXES AND FEES (WHETHER IMPOSED UPON

CUSTOMER OR Fleet Cellular) THAT ARE MEASURED BY GROSS RECEIPTS FROM SALES MADE TO CUSTOMER OR IMPOSED AS A PER-LINE OR PER-UNIT CHARGE. APPLICABLE TAXES AND FEES INCLUDE, BUT ARE NOT LIMITED TO, THE FOLLOWING: FEDERAL, STATE, AND LOCAL EXCISE TAXES, SALES AND TRANSACTION TAXES, GROSS RECEIPTS TAXES, UTILITY TAXES, AND STATUTORY 911 FEES. Any Customer who is eligible for an exemption from any tax or fee must provide Fleet Cellular with a valid and properly executed exemption certificate for the exemption to be effective. Customer shall provide Fleet Cellular with the Primary Place of Use (i.e., Customer's residential street address or primary business address) for each unit activated on Customer's account, and notify Fleet Cellular of any changes in such address. ADDITIONAL FEES AND ASSESSMENTS APPLY TO CUSTOMER'S MONTHLY SERVICE PLAN. The charges may change and may vary depending on where customer is located. THE CHARGES INCLUDE, BUT ARE NOT LIMITED TO, A UNIVERSAL SERVICE FUND ASSESSMENT AND A TELEPHONE RELAY SERVICE FEE. Fleet Cellular ALSO IMPOSES A FEDERAL PROGRAMS COST RECOVERY ("FPCR") FEE THAT IS NOT A TAX OR GOVERNMENT MANDATED, BUT IS KEPT BY Fleet Cellular TO RECOVER Fleet Cellular'S COSTS FOR COMPLYING WITH FEDERAL COMMUNICATIONS COMMISSION ("FCC") PROGRAMS AND MANDATES. THE FPCR FEE IS SUBJECT TO ADJUSTMENT, AND Fleet Cellular WILL PROVIDE ADVANCE NOTICE TO CUSTOMER THROUGH THE "Fleet Cellular NEWS" SECTION OF CUSTOMER'S BILL OR A BILL INSERT OF ANY SIGNIFICANT INCREASE IN THE FPCR FEE. Please consult the current Fleet Cellular pricing materials, a sales consultant or visit <http://www.FleetCellular.com> for information regarding the FPCR fee and the current amount of the fee. ADDITIONAL FEES MAY BE ADDED TO CUSTOMER'S BILL TO RECOVER Fleet Cellular'S COSTS FOR FUNDING GOVERNMENT PROGRAMS OR INITIATIVES.

*Early Termination Component of Rate Structure* - Fleet Cellular incurs a significant cost in activating Service to Customer, including a large up-front cost in

Account Name:

The creation of new cell sites, Fleet Cellular's implementation of new billing technology, delays in the reporting of international or other roaming charges between carriers, and other similar events may result in such delayed billing. Fleet Cellular may bill Customer on behalf of third party providers of Online Applications that are accessed by Customer through the Equipment. Fleet Cellular may retain a percentage of these charges before providing the balance to the third party provider of such Online Application.

**Term.** This Agreement shall remain in full force and effect until terminated by either Customer or Fleet Cellular upon thirty (30) days' advance written notice to the other party.

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Account Name:

following receipt of a dishonored check or other instrument), demand that Customer make payment by money order, cashier's check, or a similarly secure form of payment. Fleet Cellular also may require at any time in its sole discretion that the Equipment be purchased for cash only. In this case, title to the Equipment shall be transferred to Customer only after receipt by Fleet Cellular of a cashier's or certified check or other equally secure form of payment in the amount set forth on the Customer Order section of this Agreement.

**Dishonored Checks** - Fleet Cellular may charge Customer up to the highest amount permitted by law for any check or other instrument tendered by Customer and returned unpaid by a financial institution for any reason.

#### **10. SUSPENSION, LIMITATION OR TERMINATION OF SERVICE OR THIS AGREEMENT - General -**

Fleet Cellular may limit, suspend or terminate Customer's Service or this Agreement at any time and without providing notice to Customer if: (1) Customer fails to pay any charges (including, without limitation, any charges assessed on behalf of third parties) when due under this Agreement; (2) Customer behaves in an abusive, derogatory, or otherwise unreasonable manner to any Fleet Cellular employee, representative or agent; (3) Fleet Cellular has reason to believe that Customer's Service is being used in a fraudulent manner or for an illegal purpose (such as unusual activity levels or calling patterns); (4) Customer's Service is being used in a way that adversely affects other Customers' Service or Fleet Cellular's business operations; (5) Customer provides Credit Information that is false, inaccurate, dated or cannot be verified or Customer becomes insolvent or subject to any proceeding under the Bankruptcy Code or similar laws; (6) Fleet Cellular discovers that Customer is underage or does not otherwise possess the capacity or the authorization to enter into this Agreement; (7) Customer's use of the Service or Equipment exceeds limitations or violates any restrictions placed on Customer's account or otherwise breaches this Agreement; or (8) Fleet Cellular, in its sole discretion, believes action is required to protect its interests or the interests of its customers and conditions. **Customer Terms and Conditions Page 7**

Fleet Cellular SHALL NOT BE LIABLE TO CUSTOMER OR TO ANY OTHER PARTY FOR EXERCISING OR FAILING TO

**Client understands, if they purchased any equipment on an installment plan they agree to a minimum of 2 years subscription beginning at the start date of agreement, to their initial choice of Fleet Cellular cellular service plan. If they cancel their subscription, either through negligence or choice, they agree to reimburse Fleet Cellular in full for the cost of equipment purchased at the rate of \$200.00 per unit. Cost will automatically be charged to the payment vehicle on file.**

If Customer's Service is subject to fraudulent use, Customer shall immediately notify Fleet Cellular's Customer Care department, provide Fleet Cellular with any documentation and information that it requests and otherwise cooperate with Fleet Cellular in the investigation of such incident. If Fleet Cellular terminates Service to Customer, and Service is not reconnected within thirty (30) calendar days, all amounts owed to Fleet Cellular (including any damages for early termination) shall become immediately due and payable.

**Reactivation** - Fleet Cellular may, but is not required to, reactivate Service to Customer after Service has been suspended or terminated in accordance with the previous subsection. **BEFORE SERVICE MAY BE REACTIVATED, CUSTOMER MUST PAY TO FLEET CELLULAR ALL PAST DUE AMOUNTS PLUS A RECONNECTION CHARGE EQUAL TO \$25.00 PER NUMBER, PLUS APPLICABLE TAXES.** Fleet Cellular may modify the terms of Service before reactivating Service to Customer and may require Customer to provide Fleet Cellular with an initial Deposit or an additional Deposit. Fleet Cellular SHALL NOT BE LIABLE TO CUSTOMER OR TO ANY THIRD PARTY FOR EAVESDROPPING ON OR INTERCEPTION OF COMMUNICATIONS MADE WHILE USING THE SERVICE OR THE EQUIPMENT. **911 or Other Emergency Calls** - The

Service does not interact with 911 and other emergency services in the same manner as non-wireless or landline telephone services. Depending on Customer's location, the type of Equipment being used, the type of equipment being utilized by any applicable emergency services provider, and the circumstances and conditions of a particular call, Customer's phone number and/or location may not be identifiable to emergency services providers and Customer may not be connected to the appropriate emergency services provider. In certain circumstances,

a 911 call may be routed to a state patrol dispatcher. Fleet Cellular is deploying wireless E911 compatible Equipment that meets applicable FCC requirements and that is designed to help public safety authorities locate users of the Service who make 911 calls. However, E911 service that is compatible with the FCC technical requirements is not available in all areas, and even in those areas where it is available, it is not entirely reliable. Moreover, if Customer's Equipment is not GPS-enabled, emergency services personnel may have much less precise location information about the Customer, compared to the information available to them if Customer's Equipment was GPS-enabled. The information available to emergency service providers may also be limited if Customer's number or numbers are in the process of being ported. Customer acknowledges that E911 service is not available in all areas, is not completely reliable and is further limited when using non-GPS enabled Equipment or during the number porting process. Customer consents to Fleet Cellular's disclosure of Customer information to governmental and public safety authorities in response to emergencies. This information may include, but is not limited to, Customer's name, address, Number, and the location of the user of the Service at the time of call. **Access, Use and Disclosure of Customer Information and Communications** - Customer acknowledges and agrees that Fleet Cellular may access, use, and disclose to third parties, any information whether personally identifying information, or "customer proprietary network information" ("CPNI") within the meaning of 47 U.S.C. § 222 and its implementing regulations ("CPNI Regulations") that Fleet Cellular collects, possesses or develops about Customer to: (1) provide Customer with Equipment, Service, or customer support; (2) conduct marketing activities in accordance with applicable law (customer may opt out of any such marketing by contacting Fleet Cellular); (3) enable Customer to switch to a new service provider (either Fleet Cellular or another service provider) while retaining the same phone number; (4) list Customer's contact information (e.g., name, address, and Number) in a telephone or subscriber directory, or include such information in a directory assistance service; (5) provide handset-based or

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network-based geographic information services via Fleet Cellular-provided or third party software applications; (6) comply with applicable law; or (7) respond to emergencies. Customer acknowledges that any information that identifies Customer (e.g., Customer's name and Number) and calls made by Customer may appear on the equipment or bill of a person or party that receives Customer's call. Fleet Cellular may access, use, disclose, record or monitor any communications to or from Customer or any other person to protect Fleet Cellular's rights or property or those of other customers, as permitted by law.

*Geographic Information Services* - Consistent with the foregoing, Customer acknowledges and agrees that Fleet Cellular or a third party application service provider may access, use, and disclose to third parties the geographic location of Customer's Equipment to provide Customer with any geographic information service which Customer accesses through the Service or Equipment. If Customer utilizes any such service and there are additional users on Customer's account, Customer shall clearly, conspicuously, and regularly notify all individual users of the Service that location information (i.e., the geographic coordinates of the Equipment) may be accessed, used, or disclosed in connection with the Service. For any geographic information service that is governed by the CPNI regulations or a similar law, Fleet Cellular will provide Customer with a separate notice and opportunity to consent to the access, use, and disclosure of geographic information. CUSTOMER SHALL HOLD HARMLESS AND INDEMNIFY Fleet Cellular AGAINST ANY AND ALL CLAIMS, LOSSES, EXPENSES, DEMANDS, ACTIONS, OR CAUSES OF ACTION (INCLUDING ALL ACTIONS BY THIRD PARTIES) ARISING OUT OF A BREACH OF CUSTOMER'S OBLIGATION TO NOTIFY USERS AS SET FORTH IN THIS SECTION OR CUSTOMER'S USE OF ANY GEOGRAPHIC INFORMATION SERVICE OR LOCATION INFORMATION.

**12. EQUIPMENT** - Customer shall provide Fleet Cellular with an initial payment in the amount set forth in the General Terms and Conditions set forth in this Agreement to be applied towards any amount owed to Fleet Cellular one (1) year from

the effective date of the Agreement. Customer acknowledges that Fleet Cellular is not responsible for the Equipment or its installation. Fleet Cellular is not responsible for the operation, quality of transmission, or, unless separate maintenance arrangements have been made between Fleet Cellular and Customer, for maintenance of the Equipment. Customer further acknowledges that Equipment purchased from Fleet Cellular is not compatible with and will not support services provided by other wireless carriers, except for those services provided by an entity operating compatible iDEN equipment or in connection with roaming to certain countries outside of the United States. Fleet Cellular SHALL NOT BE LIABLE FOR ANY DAMAGES (INCLUDING DAMAGE TO THE EQUIPMENT) RESULTING FROM INSTALLATION OF THE EQUIPMENT BY CUSTOMER OR ANY THIRD PARTY. UPON CUSTOMER'S ACCEPTANCE OF DELIVERY OF THE EQUIPMENT, ALL RISK OF LOSS, DAMAGE, THEFT, OR DESTRUCTION TO THE EQUIPMENT SHALL BE BORNE BY THE CUSTOMER. NO LOSS, DAMAGE, THEFT, OR DESTRUCTION OF THE EQUIPMENT UNDER THE AGREEMENT, INCLUDING, WITHOUT LIMITATION, CUSTOMER'S RESPONSIBILITY FOR THE PAYMENT OF SERVICE CHARGES DUE UNDER THE AGREEMENT.

*Insurance* - Customer may purchase Direct Protect insurance ("Direct Protect") to protect Customer against loss, theft, incidental damage or accidents involving Customer's Equipment. However, Direct Protect is not available for certain Equipment. Customer acknowledges that Direct Protect insurance is provided by The Signal Telecommunications Insurance Services ("Signal") and not by Nextel. If Customer selects Direct Protect coverage, Customer will be assessed a monthly charge, which Nextel will remit to Signal on Customer's behalf. Any requests for information or claims regarding Direct Protect shall be directed to Signal. Customer acknowledges having received a summary of coverage, including deductible information, which is also available by calling Signal at 1-888-352-9182.

*Lost or Stolen Equipment* - If Customer's Equipment is lost or stolen, Customer agrees to: (1) notify Nextel

within two calendar days by calling Fleet Cellular's Customer Care department; (2) provide Fleet Cellular with any documentation and information that it requests; and (3) otherwise cooperate with Fleet Cellular in the investigation of such incident.

**13. DISCLAIMER OF WARRANTIES** - Fleet Cellular MAKES NO REPRESENTATIONS OR WARRANTIES, STATUTORY, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE OR NON-INFRINGEMENT CONCERNING CUSTOMER'S SERVICE OR THE EQUIPMENT. Fleet Cellular DOES NOT AUTHORIZE ANYONE TO MAKE ANY REPRESENTATION OR WARRANTY ON ITS BEHALF, AND CUSTOMER SHOULD NOT RELY ON ANY SUCH STATEMENTS, MANUALS OR OTHER DOCUMENTS, OR BY ANY Fleet Cellular EMPLOYEES, AGENTS OR REPRESENTATIVES, ARE PROVIDED FOR INFORMATIONAL PURPOSES ONLY AND NOT AS WARRANTIES BY Fleet Cellular OF ANY KIND. CUSTOMER ASSUMES ALL RESPONSIBILITY FOR USE OF THE SERVICE AND THE QUALITY AND PERFORMANCE OF THE EQUIPMENT. CUSTOMER ACKNOWLEDGES THAT SERVICE MAY NOT BE ERROR-FREE AND THAT INTERRUPTIONS WILL LIKELY OCCUR FROM TIME TO TIME. Fleet Cellular DOES NOT MANUFACTURE THE EQUIPMENT AND ANY STATEMENT REGARDING THE EQUIPMENT SHOULD NOT BE INTERPRETED AS A WARRANTY. THIS SECTION SHALL SURVIVE TERMINATION OF THIS AGREEMENT.

**14. LIMITATION OF LIABILITY AND REMEDIES FOR BREACH** - Fleet Cellular shall not be liable for: (1) any deficiency in the Service, including, but not limited to, mistakes, omissions, interruptions (including, among others, interruptions caused by Equipment or facilities failure or shortages), errors, failures to transmit, delays or defects, network problems, lack of coverage or network capacity, dropped calls, inability to access the Service or inability to place or receive calls or problems of unauthorized access; (2) the unavailability or any failure or delay in delivery of the Equipment or the

Conditions Customer Name:

Account Name:

cancellation of any orders of Equipment by the manufacturer; (3) any suspension or termination of Service by Fleet Cellular or any other action taken by Fleet Cellular in its sole discretion intended to protect the Fleet Cellular wireless network, systems, and the rights or property of Fleet Cellular, its Customers, or others from "hacking," "spamming," "viruses" or other potential harms that Fleet Cellular believes may adversely impact its network or systems; (4) the availability or use of Fleet Cellular Online® Services, including but not limited to, the compatibility or use of Online Applications or Content, whether or not supported by Fleet Cellular, or any contact with third parties through the use of Fleet Cellular Online® Services; (5) any damage or personal injury allegedly caused by use of the Equipment or Service; (6) any other damage due directly or indirectly to causes beyond Fleet Cellular's control, including, but not limited to, any act or omission of any carrier or service provider other than Fleet Cellular; or (7) acts of God, acts of public enemies, acts of the government, acts or failure to act of Customer, its agents, employees or subcontractors, fires, floods, epidemics, quarantine restrictions, corrosive substances in the air or other hazardous environmental conditions, strikes, freight embargoes, inability to obtain materials or services, commotion, war, terrorism, unusually severe weather conditions or default of Fleet Cellular's subcontractors. WITHOUT LIMITING THE FOREGOING, Fleet Cellular'S SOLE LIABILITY FOR SERVICE DISRUPTION, WHETHER CAUSED BY THE NEGLIGENCE OF Fleet Cellular OR OTHERWISE, IS LIMITED TO A CREDIT ALLOWANCE OF NOT MORE THAN THE PROPORTIONATE CHARGE TO CUSTOMER FOR THE PERIOD OF SERVICE DISRUPTION. EXCEPT AS OTHERWISE SET FORTH IN THE PRECEDING SENTENCE, IN NO EVENT SHALL Fleet Cellular BE LIABLE FOR ACTUAL DAMAGES OR FOR CONSEQUENTIAL, INCIDENTAL, SPECIAL OR OTHER INDIRECT DAMAGES CAUSED BY ITS NEGLIGENCE OR OTHERWISE, NOR FOR ECONOMIC LOSS, PERSONAL INJURIES OR PROPERTY DAMAGE SUSTAINED BY CUSTOMER OR ANY THIRD PARTIES. Page 9

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THIS SECTION, Fleet Cellular SHALL BE

TO ANY AND ALL RIGHTS THAT CUSTOMER MAY HAVE AGAINST ANY THIRD PARTY AS A RESULT OF CUSTOMER'S LOSS OR EXPENSE, INCLUDING BUT NOT LIMITED TO, ANY RIGHT CUSTOMER MAY HAVE UNDER THE TELEPHONE CONSUMER PROTECTION ACT. THIS SECTION 14 SHALL SURVIVE TERMINATION OF THIS AGREEMENT. UNDER CERTAIN CIRCUMSTANCES, SOME JURISDICTIONS MAY NOT RECOGNIZE OR GIVE EFFECT, IN WHOLE OR IN PART, TO WARRANTY DISCLAIMERS AND/OR LIMITATIONS OF REMEDIES FOR BREACH; AND THEREFORE, TO THE EXTENT THAT THE DISCLAIMER SET FORTH IN SECTION 13 AND THE LIMITATION OF REMEDIES IN SECTION 14 ARE NOT PERMITTED BY APPLICABLE LAW, THEY WILL NOT APPLY TO CUSTOMER OR SHALL ONLY APPLY TO THE EXTENT PERMITTED BY SUCH APPLICABLE LAW.

**15. INDEMNIFICATION** - Customer shall indemnify, defend, and hold Fleet Cellular harmless from any violation by Customer of any applicable law or regulation. Customer will further indemnify Fleet Cellular for any claim or demand, including reasonable attorneys' fees, made by any third party due to or arising out of: (1) information or Content that Customer submits, posts, transmits or makes available through the Service; (2) Customer's use of the Service or Equipment; (3) Customer's connection to the Service or Equipment; (4) Customer's violation of this Agreement; or (5) Customer's violation of any rights of a third party.

**16. DISPUTE RESOLUTION** - THIS SECTION PROVIDES FOR THE RESOLUTION OF MOST DISPUTES OR CLAIMS THROUGH ARBITRATION INSTEAD OF COURT TRIALS AND CLASS ACTIONS. CUSTOMER SHOULD READ THIS SECTION CAREFULLY; ARBITRATION IS FINAL, BINDING AND SUBJECT TO ONLY VERY LIMITED REVIEW BY A COURT. THIS SECTION GOVERNING DISPUTES SHALL SURVIVE TERMINATION OF THIS AGREEMENT.

**Mandatory Arbitration** - CUSTOMER AND Fleet Cellular AGREE TO ARBITRATE ANY CLAIM, CONTROVERSY OR DISPUTE ARISING UNDER OR RELATED TO THIS AGREEMENT OR ANY

EQUIPMENT USED IN CONNECTION WITH THE SERVICE (OR ANY PRIOR ORAL OR WRITTEN AGREEMENT FOR WIRELESS SERVICE WITH Fleet Cellular) EXCEPT THAT CUSTOMER OR Fleet Cellular MAY BRING AN INDIVIDUAL ACTION IN SMALL CLAIMS COURT. CUSTOMER AND Fleet Cellular ACKNOWLEDGE THAT THIS AGREEMENT EVIDENCES A TRANSACTION IN INTERSTATE COMMERCE AND THAT THE FEDERAL ARBITRATION ACT SHALL GOVERN THE INTERPRETATION AND ENFORCEMENT OF THIS ARBITRATION PROVISION. TO INITIATE ARBITRATION, CUSTOMER OR Fleet Cellular MUST FIRST SEND A WRITTEN NOTICE, VIA CERTIFIED MAIL, TO THE OTHER PARTY INDICATING ITS INTENT TO ARBITRATE, WHICH NOTICE SHALL INCLUDE: (1) A DESCRIPTION OF THE FACTS; (2) A DESCRIPTION OF THE NATURE OF THE CLAIM; AND (3) THE RELIEF SOUGHT ("NOTICE TO ARBITRATE"). SEND NOTICE TO ARBITRATE TO: **Fleet Cellular GENERAL COUNSEL, ARBITRATION OFFICE, 6005 Edmund Highway Suite 600, Weston, Virginia 20191.** BOTH PARTIES AGREE TO MAKE REASONABLE ATTEMPTS TO RESOLVE ANY SUCH DISPUTE; HOWEVER, IF THE PARTIES CANNOT RESOLVE THE DISPUTE WITHIN FORTY-FIVE (45) DAYS OF RECEIPT OF NOTICE TO ARBITRATE, THEN AN ARBITRATION CLAIM MAY COMMENCE. ANY ARBITRATION INITIATED UNDER THIS AGREEMENT SHALL BE ADMINISTERED BY THE AMERICAN ARBITRATION ASSOCIATION ("AAA") IN ACCORDANCE WITH ITS WIRELESS INDUSTRY ARBITRATION RULES (AND THE AAA SUPPLEMENTAL PROCEDURES FOR CONSUMER RELATED DISPUTES AS THEY MAY BE APPLICABLE), AS MODIFIED BY THIS AGREEMENT. INFORMATION CONCERNING THE AAA, ITS WIRELESS INDUSTRY ARBITRATION RULES AND OTHER INFORMATION CONCERNING ARBITRATION PROCEDURES AND FEES CAN BE FOUND BY CALLING THE AAA AT 1-800-778-7879 OR VISITING ITS WEBSITE AT <http://www.adr.org>. ANY ARBITRATION SHALL BE CONDUCTED BY A SINGLE NEUTRAL ARBITRATOR. CUSTOMER AND

Account Name:

Fleet Cellular SHALL COOPERATE IN GOOD FAITH TO SELECT THE ARBITRATOR WITHIN THIRTY (30) CALENDAR DAYS OF THE COMMENCEMENT OF ANY ARBITRATION PROCEEDING. IF CUSTOMER AND Fleet Cellular CANNOT AGREE UPON A NEUTRAL ARBITRATOR WITHIN THE THIRTY DAY PERIOD, THEN EITHER PARTY MAY REQUEST THAT THE AAA APPOINT, IN ITS SOLE DISCRETION, A NEUTRAL ARBITRATOR. CUSTOMER AND NEXTEL FURTHER AGREE THAT NO ARBITRATOR SHALL HAVE THE AUTHORITY TO AWARD ANY RELIEF OR REMEDY IN EXCESS OF OR CONTRARY TO WHAT IS PROVIDED IN THIS AGREEMENT, EXCEPT WHERE SUCH PROVISION IS NOT PERMITTED UNDER APPLICABLE LAW. THE ARBITRATOR'S DECISION AND AWARD SHALL BE FINAL AND BINDING, AND JUDGMENT ON THE AWARD RENDERED BY THE ARBITRATOR MAY BE ENTERED IN ANY COURT HAVING JURISDICTION. THE LAW THAT IS APPLIED TO THIS AGREEMENT ALSO SHALL BE APPLIED IN ANY ARBITRATION PROCEEDING. UNLESS THE CUSTOMER AND Fleet Cellular OTHERWISE AGREE, ANY ARBITRATION SHALL BE CONDUCTED IN THE COUNTY SEAT OF THE COUNTY IN WHICH CUSTOMER'S BILLING ADDRESS IS LOCATED. ALL ADMINISTRATIVE COSTS AND FEES OF ARBITRATION SHALL BE BORNE EQUALLY BY CUSTOMER AND Fleet Cellular, EXCEPT IF THE CLAIM IS LESS THAN \$1000, CUSTOMER WILL BE OBLIGATED TO PAY ONLY \$25. FOR CLAIMS OVER \$1,000 BUT UNDER \$75,000, CUSTOMER WILL BE REQUIRED TO PAY ITS SHARE OF ARBITRATION FEES, BUT NO MORE THAN THE EQUIVALENT COURT FILING FEE FOR A COURT ACTION FILED IN THE JURISDICTION WHERE CUSTOMER'S BILLING ADDRESS IS LOCATED. CUSTOMER AND Fleet Cellular SHALL EACH BEAR THE EXPENSES OF THEIR OWN COUNSEL, EXPERTS, WITNESSES AND THE PREPARATION AND PRESENTATION OF EVIDENCE IN CONNECTION WITH ANY ARBITRATION.

**Waiver of Jury Trial and Class Actions** - BY ENTERING INTO THIS AGREEMENT, CUSTOMER AND Fleet Cellular ACKNOWLEDGE AND AGREE TO WAIVE CERTAIN

RIGHTS TO LITIGATE DISPUTES IN COURT, TO RECEIVE A JURY TRIAL OR TO PARTICIPATE AS A PLAINTIFF OR AS A CLASS MEMBER IN ANY CLAIM ON A CLASS OR CONSOLIDATED BASIS OR IN A REPRESENTATIVE CAPACITY. CUSTOMER AND Fleet Cellular BOTH AGREE THAT ANY ARBITRATION WILL BE CONDUCTED ON AN INDIVIDUAL AND NOT ON A CONSOLIDATED, CLASS-WIDE OR REPRESENTATIVE BASIS AND THAT IF ARBITRATION IS NOT CONDUCTED ON AN INDIVIDUAL BASIS, THIS SECTION 16 SHALL BE DEEMED NULL AND VOID. THE ARBITRATOR MAY AWARD INJUNCTIVE RELIEF ONLY IN FAVOR OF THE INDIVIDUAL PARTY SEEKING RELIEF AND ONLY TO THE EXTENT NECESSARY TO PROVIDE RELIEF WARRANTED BY THAT PARTY'S INDIVIDUAL CLAIM. IF FOR ANY REASON THE ARBITRATION CLAUSE SET FORTH IN THIS AGREEMENT IS DEEMED INAPPLICABLE OR INVALID, OR TO THE EXTENT THE ARBITRATION CLAUSE ALLOWS FOR LITIGATION OF DISPUTES IN COURT, CUSTOMER AND Fleet Cellular BOTH WAIVE, TO THE FULLEST EXTENT ALLOWED BY LAW, ANY RIGHT TO PURSUE OR PARTICIPATE AS A PLAINTIFF OR AS A CLASS MEMBER IN ANY CLAIM ON A CLASS OR CONSOLIDATED BASIS OR IN A REPRESENTATIVE CAPACITY.

**17. MISCELLANEOUS** - *Assignment* - Customer may not assign all or any part of this Agreement (including any of its rights and duties under the Agreement) or sell or lease the Service to others without Fleet Cellular's prior written consent. Fleet Cellular may assign all or any part of this Agreement to any successor or any other entity capable of performing Fleet Cellular's obligations under this Agreement without obtaining Customer's consent or providing notice to Customer. Fleet Cellular shall be released from all liability upon assignment of this Agreement. Customer shall continue to be bound by the terms of this Agreement following assignment.

*Fleet Cellular Associates* - Fleet Cellular's subsidiaries, affiliates and certain third party service providers (the "Fleet Cellular Associates") may provide wireless communication services in support of Fleet Cellular from time to time. All rights and protections afforded to Fleet Cellular by this

Agreement are also afforded to the Fleet Cellular Associates. *Notice* - Notice to Customer shall be considered delivered if sent by U.S. Mail addressed to the most current address on file for Customer (effective three (3) days following deposit in U.S. Mail) or by electronic means such as email or text messaging (effective immediately upon transmission). Written notice to Fleet Cellular must be sufficient to identify Customer and the Service and shall be considered delivered when directed to Fleet Cellular Customer Care department and received by Fleet Cellular. Oral and electronic notice to Fleet Cellular shall be considered delivered on the date reflected in Fleet Cellular's records. To ensure receipt of notice, Customer shall notify Fleet Cellular of any changes in Customer's email or mailing address. *Limitation on Third Party Beneficiaries* - This Agreement is not for the benefit of any third party other than the Fleet Cellular Associates.

*Governing Law* - The laws of the state associated with the area code assigned to Customer's Number will govern this Agreement, without regard to the conflict of laws rules of that state. This Agreement is also subject to applicable federal laws and federal or state regulations or tariffs.

*Entire Agreement* - This Agreement and the documents to which it refers (e.g., Return Policy, Plan Information and Payment Forms, to the extent such documentation may be applicable), form the entire Agreement between Customer and Fleet Cellular. There are no oral or written agreements between Customer and Fleet Cellular other than as set forth in this Agreement. If Customer is a business, Fleet Cellular shall not be bound by the terms and conditions included in Customer's purchase orders or elsewhere, unless expressly agreed to in writing by a duly authorized officer of Fleet Cellular. If any provision of this Agreement is found to be illegal or otherwise invalid, the remainder of this Agreement will remain enforceable. If, at any time, Fleet Cellular fails to enforce any right or remedy under this Agreement (including, but not limited to, a waiver of Fleet Cellular's right to *written* notice under the Agreement), Fleet Cellular shall retain the right to enforce such right or remedy at a later time.