

AUTHORIZED USER SALES AGREEMENT

THIS AGREEMENT is made and entered into by and between BellSouth Mobility Inc. (the "Company") and the undersigned (the "Authorized User"), and will become effective on the date of acceptance by the Company. This Agreement incorporates in full the Schedule of Rates and Charges attached hereto, any Service Application subsequently submitted by the Authorized User and accepted by the Company and any Schedule of Rates and Charges subsequently put into effect by the Company.

- 1. Definitions.** The following terms, whenever used in this Agreement, shall have the respective meanings set forth below.
 - (a) **Access Number** – A telephone number provided to the Authorized User by the Company and associated with the Authorized User's Cellular Mobile Radio Unit, enabling use of the Cellular System.
 - (b) **Cell** – A geographic region within which the Authorized User is served by a particular Cell Site.
 - (c) **Cell Site** – A building location containing radio and control equipment necessary to complete the talking path between a Cellular Mobile Radio Unit and the Mobile Telephone Switching Office.
 - (d) **Cellular Mobile Radio Unit** – The Authorized User's cellular mobile radio telephone equipment that is technically and operationally compatible with the Cellular System.
 - (e) **Cellular System** – The radio telecommunications system that is comprised of a Mobile Telephone Switching Office (MTSO), Cell Sites, and dedicated interconnecting facilities, which provides cellular radio telecommunications service.
 - (f) **Local Cellular Geographic Service Area** – The area within which the Company provides cellular service in the greater metropolitan area identified at the top of the Service Application on the reverse.
 - (g) **Mobile Telephone Switching Office (MTSO)** – The switching and control equipment which coordinates and controls the routing and completion of calls in the Cellular System.
 - (h) **Service** – All services provided by the Company as offered herein.
 - (i) **Underlying Carrier** – The licensed carrier which operates the Cellular System and from which the Company purchases cellular service for resale to Authorized Users.
- 2. Duties of the Company.** The Company will provide the Service to the Authorized User upon the terms and conditions specified herein and at the rates and charges specified in the Schedule of Rates and Charges then currently in effect. Continued Service is conditioned upon the Company's ability to obtain, retain and maintain, without unreasonable expense, the Service from the Underlying Cellular Carrier.
- 3. Availability of the Service.** The Service is available to Authorized Users with Units equipped for such Service when within the range of Transmission Sites located in the Geographic Service Area. Service may be temporarily unavailable or limited because of capacity limitations, is subject to transmission limitations caused by atmospheric and other natural or artificial conditions adversely affecting transmissions, and may be temporarily interrupted or curtailed due to equipment modifications, upgrade relocations, repairs and similar activities of the Underlying Carrier necessary for the proper or improved operation of the Service.
- 4. Limitation of Company's Liability.**
 - (a) THE COMPANY'S SOLE LIABILITY TO THE AUTHORIZED USER FOR LOSS OR DAMAGES ARISING OUT OF MISTAKES, OMISSIONS, INTERRUPTIONS, DELAYS, ERRORS OR DEFECTS IN THE SERVICE OR ITS TRANSMISSION, OR FROM FAILURE OR DEFECTS IN FACILITIES OF THE UNDERLYING CARRIER OCCURRING IN THE COURSE OF FURNISHING SERVICE AND NOT CAUSED BY THE NEGLIGENCE OF THE AUTHORIZED USER, OR BECAUSE OF THE UNDERLYING CARRIER'S FAILURE TO MAINTAIN PROPER STANDARDS OF MAINTENANCE AND OPERATION AND TO EXERCISE REASONABLE SUPERVISION, IS AS FOLLOWS:
 - (1) A CREDIT ALLOWANCE, AS DESCRIBED IN SUBSECTION 4(a) (3) BELOW, WILL BE MADE, AT THE AUTHORIZED USER'S REQUEST, IN THE FORM OF A PRO RATA ADJUSTMENT OF THE FIXED MONTHLY CHARGES BILLED TO THE AUTHORIZED USER AS THE COMPANY'S FULL AND COMPLETE LIABILITY. FIXED MONTHLY CHARGES ARE THE MONTHLY CHARGES FOR ACCESS, AND OPTIONAL FEATURES PER ACCESS NUMBER, ALL AS DESCRIBED IN THE SCHEDULE OF RATES AND CHARGES IN EFFECT AT THE TIME OF THE INTERRUPTION.
 - (2) SUCH CREDIT ALLOWANCE WILL BE BASED UPON THE PERIOD OF TIME IN WHICH SUCH MISTAKES, OMISSIONS, DELAYS, ERRORS OR DEFECTS IN THE SERVICE OR ITS TRANSMISSION CAUSED INTERRUPTIONS IN THE RENDERING OF THE SERVICE. ANY SUCH PERIOD OF TIME OVER WHICH AN INTERRUPTION OCCURS WILL BE MEASURED FROM THE TIME IT IS REPORTED TO OR DETECTED BY THE COMPANY, WHICHEVER OCCURS FIRST. IN THE EVENT THE AUTHORIZED USER IS AFFECTED BY SUCH INTERRUPTION FOR A PERIOD OF LESS THAN TWENTY-FOUR HOURS, NO SUCH ADJUSTMENT SHALL BE MADE. WHEN AN INTERRUPTION EXCEEDS TWENTY-FOUR HOURS, THE LENGTH OF THE INTERRUPTION WILL BE MEASURED IN TWENTY-FOUR HOURS. A FRACTION OF A DAY CONSISTING OF LESS THAN TWELVE HOURS WILL NOT BE CREDITED, BUT A TIME PERIOD OF TWELVE HOURS OR MORE WILL BE CONSIDERED AN ADDITIONAL DAY.
 - (3) THE CREDIT ALLOWANCE WILL BE COMPUTED BY DIVIDING THE LENGTH OF THE SERVICE INTERRUPTION BY A STANDARD THIRTY DAY MONTH, AND THEN MULTIPLYING THE RESULT BY THE COMPANY'S FIXED MONTHLY CHARGES FOR EACH INTERRUPTED ACCESS NUMBER. IN NO CASE WILL THE CREDIT EXCEED THE FIXED MONTHLY CHARGES. THE COMPANY HAS NO OTHER LIABILITY FOR SUCH MISTAKES, OMISSIONS, INTERRUPTIONS, DELAYS, ERRORS OR DEFECTS IN THE SERVICE.
 - (4) A CREDIT ALLOWANCE WILL NOT BE GIVEN FOR MISTAKES, OMISSIONS, INTERRUPTIONS, DELAYS, ERRORS OR DEFECTS, OR CURTALMENTS IN THE SERVICE CAUSED BY THE NEGLIGENCE OR WILLFUL ACT OF THE AUTHORIZED USER OR OTHERS, OR MISTAKES, OMISSIONS, INTERRUPTIONS, DELAYS, ERRORS OR DEFECTS CAUSED BY FAILURE OF EQUIPMENT OR SERVICE NOT PROVIDED BY THE COMPANY OR THE UNDERLYING CARRIER.
 - (b) The Company is not liable for any act or omission attributable to any facilities not owned by the Company or the Underlying Carrier and used in connection with the Service.
 - (c) The Company shall in no event be liable for Service interruptions or delays in transmission, errors or defects in Service transmission, or failure to transmit Service, when caused by acts of God, fire, war, riots, Government authorities or other causes beyond the Company's or the Underlying Carrier's control including but not limited to, the causes described in Section 3 hereof.
 - (d) The Authorized User hereby agrees to indemnify and save the Company and the Underlying Carrier harmless against claims for libel, slander, or infringement or copyright from the material transmitted in any form over its facilities by any Authorized Users; against claims for infringement of patents arising from combining or using apparatus or systems of the Authorized User with the facilities of the Company or that of the Underlying Carrier; and against all other claims arising out of any act or omission of the Authorized User in connection with facilities or Service provided by the Company or the Underlying Carrier.
 - (e) The Company is not liable for damages for any damage, accident, injury, or the like occasioned by the use of the Service or the presence of the Cellular Mobile Radio Unit.
 - (f) The Company is not liable for any placement or damage to the Authorized User's motor vehicle or any other personal or real property resulting from the presence of the Cellular Mobile Radio Unit or Pager.

THE LIABILITY OF THE COMPANY IN CONNECTION WITH THE SERVICE PROVIDED BY THE COMPANY IS SUBJECT TO THE FOREGOING LIMITATIONS AND THE COMPANY MAKES NO WARRANTIES OF ANY KIND, EXPRESSED OR IMPLIED, AS TO THE PROVISION OF SUCH SERVICE.
- 5. Use of Service.**
 - (a) The Service is furnished for use by the Authorized User for any lawful purpose. A Cellular Access Number may be associated with only one Cellular Mobile Radio Unit. Applications, including those which involve the start, a change or the discontinuance of the Service, will be accepted by the Company only from the Authorized User.
 - (b) The Service shall not be used to make foul or profane expressions, to impersonate another person with fraudulent or malicious intent, to call another person so frequently or at such times of the day or in any other manner so as to annoy, abuse, threaten, or harass such other person, or for any purpose in violation of law, or in such a manner as to interfere unreasonably with the use of the Service by any of the Company's other Authorized Users or customers of the Underlying Carrier.
- 6. Disconnection and Termination of Service by the Company for Cause.**
 - (a) Upon non-payment of any sum due the Company, or upon a violation of any of the conditions governing the furnishing of Service as provided herein, the Company may, or may not, by notice to the Authorized User in writing or by telephone communication, without incurring any liability to the Authorized User, either temporarily discontinue or permanently terminate the furnishing of Service to the Authorized User, at the Company's sole discretion, either in part or in whole.
 - (b) Where the Authorized User's Cellular Mobile Radio Unit is used with Service provided by the Company in violation of any of the provisions herein, the Company will notify the Authorized User and take such action as is necessary for the protection of the Service of its Authorized Users or the Underlying Carrier's facilities. The Authorized User shall discontinue such use of the Cellular Mobile Radio Unit or correct the violation immediately and shall confirm in writing to the Company within five days (following the Company's giving written notice) that such use has ceased or that the violation has been corrected. Failure of the Authorized User to discontinue such use or correct the violation or to give the required written confirmation to the Company within the time stated above shall result in disconnection of the Service to the Authorized User, without any credit allowance as provided in Section 4 hereof, until such time as the Authorized User complies with the provisions hereof.
 - (c) Service may be refused, discontinued or terminated without notice in the event the Service is used in such a manner that will adversely affect the Company's Service to any of its other Authorized Users or customers of the Underlying Cellular Carrier or if it is determined by the Company that the Authorized User's Cellular Mobile Radio Unit adversely affects the Company's Service to any of its other Authorized Users or customers of the Underlying Cellular Carrier.
- 7. Provision of the Cellular Mobile Radio Unit.**
 - (a) The Company is not responsible for the installation, operation, or maintenance of any Authorized User's Cellular Mobile Radio Unit.
 - (b) The Authorized User must provide and maintain all Cellular Mobile Radio Unit equipment and ensure that it is technically and operationally compatible with the Cellular System and in compliance with applicable Federal Communications Commission rules and regulations.
 - (c) The operating characteristics of all Cellular Mobile Radio Unit equipment shall be such as not to interfere with the Service offered by the Company to any of its Authorized Users or by the Underlying Cellular Carrier to its customers.
- 8. Access Numbers.**

Authorized User shall not have any proprietary right in the Access Number(s) provided to it by the Company. The Company reserves the right to assign, designate or change such Access Number(s) when, in its sole discretion, such assignment, designation or change is reasonable or necessary in the conduct of its business. The Authorized User shall not retain the Access Number(s) provided by the Company for use with services provided by any other company.
- 9. Rates and Charges.**

Authorized User agrees to pay the Company for the use of Service at the rates and charges specified in the Schedule of Rates and Charges that is then currently in effect. The Company reserves the right to revise, at its sole discretion and at any time such rates and charges. Thirty days notice of the effective date of such revised rates and charges shall be provided by the Company to Authorized User. Authorized User agrees to pay Company for the use of Service by Authorized User at the revised rates and charges unless Authorized User terminates this Agreement in accordance with the provisions of Section 11. Authorized User also agrees to pay all charges billed to its Access Number(s) on account of service provided to such Access Number (as a "roamer" in other cities or service areas. The minimum usage charge on each call is one minute. Fractions of a minute are rounded up to the next full minute, except under pricing plans including incremental billing.
- 10. Certificate of Authority.**

If the Customer is a person, firm, or organization other than the signer hereof, the individual executing this Agreement on behalf of such Customer hereby certifies having authority to sign on behalf of Customer, in the event and to the extent that the signer shall not have been so empowered, the signer hereby personally guarantees performance of all Customer's obligations hereunder, including costs of litigation. This shall be a continuing guarantee, and shall not be affected by any renewal, amendment or supplement to this Agreement.
- 11. Term of Agreement.**
 - (a) The Agreement shall become effective on the date that Company accepts this Agreement and the Authorized User's initial Service Application, and shall continue in effect until terminated as herein provided. Authorized User agrees and acknowledges that the Company may refuse to accept this Agreement if the Company believes that the Authorized User may be unable to perform, in whole or in part, its obligations hereunder. After the minimum service period (as set forth in the attached Schedule of Rates and Charges), this Agreement shall be automatically renewed from month to month absent notice to the contrary delivered by one party to the other provided that if Authorized User has chosen the Premium Service Plan, the Agreement is non-cancelable for a period of one year, and shall automatically be renewed for an additional non-cancelable one year term at the end of each preceding term unless terminated at the end of any term by Authorized User by written notice to the Company at least 30 days prior to the end of such term. If Authorized User terminates before the end of any one year term, Authorized User shall pay a Cancellation Fee of \$200. At any time upon five days written notice to Authorized User, this Agreement may be terminated or revised by the Company, but the Company may offer the Authorized User another Agreement for Service.
 - (b) The Authorized User remains responsible for all outstanding charges for the period that Service was rendered.
- 12. Waiver.**

No failure on the part of either party hereto to exercise, and no delay in exercising, any right, power or remedy hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any right, power or remedy by any such party preclude any other right, power or remedy. No express waiver or assent by any party hereto to any breach of or default in any term or condition of this Agreement shall constitute a waiver of or assent to any succeeding breach of or default in the same or in any other term or condition hereof.
- 13. Entire Agreement and Governing Law.**

This Agreement, including the Service Application on the reverse and the attached Schedule of Rates and Charges, and any Service Application subsequently submitted to the Company by Authorized User or any Schedule of Rates and Charges subsequently put into effect by the Company, supersedes all prior discussions and agreements between the parties with respect to the subject matter hereof and this Agreement contains the sole and entire agreement between the parties with respect to the matter covered hereby. In the event of any conflict between the provisions of this Agreement and the provisions contained in any contract or other document used by the Company (other than the Equipment Rental Agreement, if any, between Company and Authorized User), the provisions of this Agreement shall control. This Agreement shall not be modified or amended except by an instrument in writing signed by or on behalf of the parties hereto. This Agreement shall be governed by, construed and enforced in accordance with the laws of the State identified at the top of the Service Application on the reverse. Authorized User acknowledges that it is a violation of law to intentionally defraud company by producing, using, or having custody or control of a cellular telephone which has been altered.

INTER-LATA CARRIER TERMS

1. Subscriber agrees to pay BellSouth Mobility the then-current monthly charge for toll restriction if Subscriber fails or refuses to choose an inter-lata carrier from the list on the reverse side until the Subscriber chooses an inter-lata carrier from that list.
2. BellSouth Mobility shall have no responsibility for any billing disputes between the Subscriber and the inter-lata carrier.
3. Subscriber shall be responsible for all charges billed by the inter-lata carrier to the Subscriber, and BellSouth Mobility shall have no liability for any such charges.
4. Subscriber shall have the right to change to a different carrier one time without charge; for additional changes, the Subscriber will pay BellSouth Mobility's then-current standard service change charge.
5. BellSouth Mobility shall have no liability for any failure of the inter-lata carrier to complete call made by the Subscriber, nor for any interruption of inter-lata service.
6. Subscriber's choosing an inter-lata carrier does not guarantee service from that inter-lata carrier. Service may be subject to approval by the inter-lata carrier. Subscriber understands that the inter-lata carrier may require or perform a credit check prior to institution of service or at any time thereafter.
7. Subscriber shall be responsible for negotiating and paying any deposit required by the inter-lata carrier.
8. Subscriber will be served by its chosen inter-lata carrier when the Cellular System is converted to equal access.

The order in which the inter-lata carriers appear on this Application has been randomly determined, and BellSouth Mobility has no preference which inter-lata carrier you choose.