

WIRELESS DATA SERVICE TERMS AND CONDITIONS

I. GENERAL TERMS AND CONDITIONS APPLICABLE TO VOICECENTRAL'S WIRELESS DATA SERVICES, INCLUDING BUT NOT LIMITED TO, FEATURES THAT MAY BE USED WITH WIRELESS DATA SERVICES AND WIRELESS CONTENT.

Voicecentral provides wireless data services, including but not limited to, features that may be used with wireless data services and wireless content and applications ("Services"). The absolute capacity of the wireless data network is limited. Compatible data-enabled wireless device required.

Usage/Billing: Usage and monthly fees will be charged as specified in your Service Order.

Service Availability and Access/Coverage: Voicecentral does not guarantee availability of wireless network. Services may be subject to certain equipment and compatibility/limitations including memory, storage, network availability, coverage, accessibility and data conversion limitations.

Prohibited and Permissible Uses: Except as may otherwise be specifically permitted or prohibited for select data plans, data sessions may be conducted only for the following purposes: (i) Internet browsing; (ii) email; and (iii) intranet access (including access to corporate intranets, email, and individual productivity applications like customer relationship management, sales force, and field service automation). **While most common uses for Intranet browsing, email and intranet access are permitted by your data plan, there are certain uses that cause extreme network capacity issues and interference with the network and are therefore prohibited. Examples of prohibited uses include, without limitation, the following:** (i) server devices or host computer applications, including, but not limited to, Web camera posts or broadcasts, automatic data feeds, automated machine-to-machine connections or peer-to-peer (P2P) file sharing; (ii) as a substitute or backup for private lines, landlines or full-time or dedicated data connections; (iii) "auto-responders," "cancel- bots," or similar automated or manual routines which generate excessive amounts of net traffic, or which disrupt net user groups or email use by others; (iv) "spam" or unsolicited commercial or bulk email (or activities that have the effect of facilitating unsolicited commercial email or unsolicited bulk email); (v) any activity that adversely affects the ability of other people or systems to use either Voicecentral's wireless services or other parties' Internet-based resources, including "denial of service" (DoS) attacks against another network host or individual user; (vi) accessing, or attempting to access without authority, the accounts of others, or to penetrate, or attempt to penetrate, security measures of Voicecentral's wireless network or another entity's network or systems; (vii) software or other devices that maintain continuous active Internet connections when a computer's connection would otherwise be idle or any "keep alive" functions, unless they adhere to Voicecentral's data retry requirements, which may be changed from time to time. This means, by way of example only, that checking email, surfing the Internet, downloading legally acquired songs, and/or visiting corporate intranets is permitted, but downloading movies using P2P file sharing services, redirecting television signals for viewing on Personal Computers, web broadcasting, and/or for the operation of servers, telemetry devices and/or Supervisory Control and Data Acquisition devices is prohibited. Voicecentral reserves the right to (i) deny, disconnect, modify and/or terminate Service, without notice, to anyone it believes is

using the Service in any manner prohibited or whose usage adversely impacts its wireless network or service levels or hinders access to its wireless network, including without limitation, after a significant period of inactivity or after sessions of excessive usage and (ii) otherwise protect its wireless network from harm, compromised capacity or degradation in performance, which may impact legitimate data flows. You may not use the Services other than as intended by Voicecentral and applicable law. Plans are for individual, non-commercial use only and are not for resale. Voicecentral may, but is not required to, monitor your compliance, or the compliance of other subscribers, with Voicecentral's terms, conditions, or policies.

Security: Voicecentral DOES NOT GUARANTEE SECURITY. Data encryption is available with some, but not all, Services sold by Voicecentral. If you use your device to access company email or information, it is your responsibility to ensure your use complies with your company's internal IT and security procedures.

Changes to the terms and conditions: These terms and conditions may be changed from time- to-time. Voicecentral will post the most current version of these terms and conditions at www.voicecentral.com or other appropriate location. Please check these regularly to inform yourself about changes to the terms and conditions.

Access Requirements: Additional hardware, software, subscription, credit or debit card, Internet access from your compatible PC and/or special network connection may be required and you are solely responsible for arranging for or obtaining all such requirements. Some solutions may require third party products and/or services, which are subject to any applicable third party terms and conditions and may require separate purchase from and/or agreement with the third party provider.

Voicecentral is not responsible for any consequential damages caused in any way by the preceding hardware, software or other items/requirements for which you are responsible.

Miscellaneous: Not all plans or Services are available for purchase or use in all sales channels, in all areas or with all devices. Voicecentral is not responsible for loss or disclosure of any sensitive information you transmit. Voicecentral's wireless services are not equivalent to landline Internet. Voicecentral is not responsible for nonproprietary services or their effects on devices. If applicable, use of Desktop

Toolbar requires compatible home computer products. Voicecentral RESERVES THE RIGHT TO TERMINATE YOUR SERVICES WITH OR WITHOUT CAUSE, INCLUDING WITHOUT LIMITATION, UPON

EXPIRATION OR TERMINATION OF YOUR WIRELESS SERVICE AGREEMENT. You may receive unsolicited messages from third parties as a result of visiting Internet sites.