

Wireless Special Terms and Conditions

This addendum sets forth the special terms and conditions (the "**Special Terms and Conditions**") under which One Communications agrees to provide Customer with wireless services ("**Services**"). For purposes of this agreement, "**One Communications**" means the subsidiary or subsidiaries of One Communications Corp. that is/are certified to provide the Service(s) in the applicable state(s).

1. **Definitions.** As used herein, the capitalized terms listed in this Section 1 and derivatives thereof shall have the meanings ascribed to them in this Section 1. Capitalized terms used herein and not otherwise defined have the meaning given such terms in the Basic Terms and Conditions, available on One Communications' web site at <http://www.onecommunications.com/legal/terms.aspx> to which these Special Terms and Conditions form an integral part.

1.1 "**Billing Activation Date**" means the date that the Service is activated by One Communications.

1.2 "**Early Termination Fee**" means the fee assessed upon cancellation of the Service prior to the expiration of the Service Term.

1.3 "**Network**" means the system by which the mobile communications are transmitted.

1.4 "**Number**" means the mobile directory number assigned by One Communications for the Customer's use.

1.5 "**Service Term**" has the meaning set forth in Section 2 below.

1.6 "**Wireless Phone**" is any device (i) equipped to receive the wireless voice or data service provided by One Communications, (ii) that complies with Federal Communication Commission regulations, and (iii) is compatible with One Communications' network and service plans.

2. **Service Term.** The Customer agrees to purchase the Service specified in the applicable Service Agreement for the Service Term specified therein (the "**Service Term**") beginning on the Billing Activation Date. After the end of the Service Term, One Communications may continue to provide the Service on a month-to-month basis, subject to Customer's continuing payment of the applicable fees.

3. **Changes to Agreement.** The Service is subject to various business policies, practices, and procedures of One Communications that can change without notice. One Communications may also change prices and any other terms of the Service at any time by giving Customer 30 days written notice prior to the billing period in which the changes will go

into effect. If the Customer uses the Service on or after the effective date of the changes, or if Customer makes any payment to One Communications (for Services not already rendered prior to the effective date of the changes) on or after the effective date of the changes, Customer is deemed to have accepted the changes. If at any time Customer changes its service (by accepting a promotion, for example), Customer will be subjected to any requirements, such as a new minimum term, One Communications may set for that charge.

4. **Termination Charges.**

Regardless of the Service Term, One Communications may, without notice, terminate or suspend the Service without liability at any time: (1) if Customer breaches any provision of this Agreement (including if Customer fails to pay any charges for Service); (2) if Customer fails to pay any charges due One Communications for equipment or otherwise; (3) if Customer incurs charges in excess of a billing limit (even if One Communications has not yet billed the charges); (4) if Customer harasses or threatens any employee or agent of One Communications; (5) if Customer provides false information to One Communications; (6) if Customer interferes with the operations of One Communications; (7) if Customer becomes insolvent or bankrupt; (8) if Customer modifies a mobile device from its manufacturer specifications; or (9) if One Communications believes the action protects its Customer's interests or its network. If Customer promptly cures the breach, One Communications may, but is not obligated to, reactivate the Service to the Customer. Customer must pay all charges for: (1) all Services provided before the termination; and (2) equipment, regardless of which party terminates the Service.

One Communications may terminate the Service Agreement if Customer is in default, and charge Customer the Early Termination Fee as liquidated damages, not as a penalty. The Early Termination Fee is payable in addition to any other outstanding charges for the Service or equipment on Customer's account. One Communications will not charge the Early Termination Fee if Customer deactivates Service within fourteen (14) days of activating their phone. If Customer chooses to terminate the Service early, Customer must contact One Communications Customer Service by phone.

Early Termination Fee. If the Customer orders any wireless Service and disconnects such Service during the Service Term plus any additional time required by any promotions the Customer accepts (or if One Communications disconnects the Service as a result of a default by the Customer), the Customer will be charged a termination fee of up to two hundred dollars (\$200) per wireless phone number. However, no termination fee will be charged if Customer terminates the Service within fourteen (14) days of activation of

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Customer's wireless phone. In this situation, Customer will only be billed the activation fee and the pro-rated portion of the monthly service fee. The Customer will also be liable to One Communications for any direct costs incurred by One Communications as a result of early termination (including any cancellation or early termination fees imposed on One Communications by any service provider that was utilized to deliver the terminated Service).

After the initial Service Term, the Service automatically changes into a month-to-month service plan. Once this occurs, Customer may terminate the wireless Service with One Communications at any time by giving One Communications written notice and One Communications may, subject to this Agreement, terminate Service at any time by giving Customer written notice. Upon termination by either Customer or One Communications, Customer agrees to pay that month's recurring charges and all other charges due and owing on Customer's account. Customer also agrees that Customer will not receive a credit or refund for any unused minutes for that month's billing cycle. No termination fee is assessed if Customer terminates the month-to-month service plan with One Communications.

5. **Wireless Phone.** We may change a wireless phone's software or programming over the air without notice. This may affect data stored on your wireless phone or the way you have programmed it. The wireless phone that you buy from us may also contain software that prevents it from being used with any other company's wireless service. One Communications will only support One Communications' preloaded software.

6. **Wireless Phone Number.** Customer does not have any rights in any personal identification number or identifier that One Communications assign Customer in connection with the Service. One Communications reserves the right to change the Number by giving Customer prior notice. Customer may not: (1) modify the Number programmed into its phone or other equipment; (2) transfer or duplicate the Number to any phone or other equipment other than that authorized by One Communications; or (3) transfer the Number to any other individual or entity without the prior written permission of One Communications.

7. **Use of Services and Equipment.** The Service and equipment may not be used for any unlawful, fraudulent or abusive purpose. By requesting the Service, Customer agrees that it will not use the Service and equipment in any unlawful, fraudulent or abusive manner. Customer may not resell or lease the Service or equipment to anyone. The Service is available within the operating range of the Network as depicted in the coverage map provided by One Communications. Coverage and quality of Service may be affected by conditions

beyond the control of One Communications, including atmospheric, geographic, or topographic conditions. One Communications does not guarantee that there will be no interruptions or delays in Services.

Unlimited voice services are provided solely for live dialog between two individuals. Unlimited voice services may not be used for conference calling, call forwarding, monitoring services, data transmissions, transmission of broadcasts, transmission of recorded material, or other connections which do not consist of uninterrupted live dialog between two individuals. If One Communications determines that Customer is using an unlimited voice service offering for activities other than live dialog between two individuals, it may, at its option, terminate the Service or change the plan to which Customer has selected to one with no unlimited usage components. One Communications will provide Customer with notice that it intends to take any of the above actions.

For unlimited data services, One Communications reserve the right to limit or suspend any heavy, continuous data usage that adversely impacts the performance of its network or that of any underlying service provider or hinders access to its network or that of any underlying service provider. Examples of prohibited uses include the following: (i) server devices or host computer applications, including, but not limited to, continuous 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 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 persons or systems to use either our Service or other parties' Internet-based resources, including "denial of service" 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 our 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; or, for data services delivered on a wireless phone, (viii) tethering the wireless phone to a computer.

8. **Roaming.** Calls made outside of the Network are "roaming" calls. Customer's phone is specifically designed and engineered to work on the Network and on other providers' systems only when roaming agreements are in place. Certain features are not available when roaming. When roaming, Customer is subject to the limitation of liability provisions and other applicable rules imposed by the

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roaming service provider on its own subscribers or on roamers. Included minutes apply to calls placed and received on the Network. There may be extra charges (including, but not limited to, long distance or toll charges) and higher rates for calls made or received while roaming, depending on the calling plan selected by Customer. Due to delayed reporting between carriers, usage may be billed, depending on Customer's service plan, in a subsequent month and will be charged as if used in the month billed. If during any two consecutive months Customer's roaming minutes of use exceeds 50% of the minutes included in your service plan, One Communications may, at our option, terminate your service, deny your continued use of other carriers' coverage or change your plan to one imposing additional usage charges for roaming. We will provide notice that we intend to take any of these actions.

9. **Charges.** Customer must pay, by each invoice date, all charges for Services provided to the Number for each phone or other equipment that our records show Customer has activated, no matter who actually uses or has possession of the phone or other equipment at the time Services are provided. These charges include, but are not limited to, activation fees, recurring monthly service charges, applicable local and long-distance toll charges, usage charges, and connection fees, roaming charges, directory assistance, and call completion charges, optional features the Customer selects at an extra cost, and taxes and other regulatory related charges. Charges for a completed call from your Number that is dialed manually begin when you press the TALK (or similar key) and end when the call is terminated by either party. Time may end several seconds after you press "END" (or similar key), or after the call otherwise disconnects. We bill for calls that connect and, in some areas, bill for uncompleted calls that ring for a minute or more.

Charges for most Services are incurred in one-minute increments, with partial minutes of use rounded up to the next highest minute. Certain Service Plans do not include itemized message transmission detail, even for measured service. Most Services are billed to Customer's account at a flat rate on a recurring monthly basis and Customer does not receive itemized message transmission detail on them.

Unused Minutes or other allocated services from any rate plans or features do not carry over to subsequent billing cycles.

Regulatory related fees (such as universal service and other regulatory fees) are related to One Communications' government cost. These recurring fees are not required by law and are subject to change.

10. **Billing.** Billing cycles are approximately 30 days in length. Billing cycles and dates may change

from time to time, except as otherwise provided in the terms and conditions of the Service Agreement and this Addendum, monthly recurring charges are billed one billing cycle in advance. Airtime is billed for Customer's total usage in excess of its monthly Service Plan allotment and/or for roaming calls. Excess charges for the Service are usually billed to Customer's account as soon as possible after the charges accrue.

Unless One Communications notifies the Customer otherwise, data usage is measured in bytes, kilobytes and megabytes – not in minutes/time. 1024 bytes equals 1 kilobyte ("KB"), and 1024 KB equals 1 megabyte. Bytes are rounded up to kilobytes, so the Customer will be charged at least 1 KB for each data usage session ("data session"). Rounding occurs at the end of each data session, and sometimes during a data session. The Customer is charged for all data directed to their device's internet address, including data sessions the Customer did not initiate and for incomplete transfers. As long as the Customer's device is connected to the data network, data charges may incur.

11. **Phones and Other Equipment.** Phones and other equipment may be purchased and returned as provided in Section 4 of this Agreement. One Communications is not the manufacturer of the phones or other equipment and the only warranties on the phones or other equipment are limited warranties extended by the manufacturers.

12. **Lost or Stolen Equipment.** If Customer's phone or other equipment is lost or stolen, Customer must notify One Communications. The Customer is responsible for all charges for Services provided to the Number for the lost or stolen equipment before Customer notifies One Communications of the loss or theft. One Communications will deactivate the Service to the Number upon notification to One Communications of any loss or theft. Customer may be required to provide evidence of the loss or theft (e.g., a police report or affidavit). If the equipment is later found, One Communications may require that Customer exchange it for another phone or other equipment before One Communications reactivates the Service (if One Communications elects to reactivate the Service), as well as require Customer to pay a reactivation fee. One Communications will deactivate the Service to any Number without prior notice to Customer if it suspects any unlawful or fraudulent use of the Number. Customer agrees to reasonably cooperate with One Communications in investigating suspected unlawful or fraudulent use.

13. **Porting/ Transferring Phone Numbers.** One Communications does not guarantee that a number transfer, to or from One Communications, will be successful. If the Customer authorizes another carrier to transfer a number away from One Communications, that is considered a request to

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terminate all of the Services associated with that number. The Customer is responsible for all charges billed or incurred prior to deactivation and for any applicable Early Termination Fees.

14. Disclaimer of Emergency 9-1-1 services.

One Communications wireless service does not interact with 9-1-1 and other emergency services in the same manner as a landline telephone service. Depending on customer's location, the type of mobile devices and other equipment Customer uses, the type of equipment used by the Public Safety access point or other applicable emergency services provider, and the circumstances and conditions of a particular call, Customer may not be connected or Customer's phone number and/or location may not be identifiable to Emergency Services Providers. Emergency 9-1-1 service that is compatible with the FCC Technical Requirements is, nonetheless, not available in all areas, and even in those areas where it is available, it is not entirely reliable. Moreover, if Customer's mobile devices are not GPS-enabled, Emergency Services Personnel may have much less precise location information. Customer acknowledges that Emergency Services are not available in all areas, is not completely reliable and is further limited when using Non-GPS enabled mobile devices or equipment or during the number porting process. One Communications is not liable for any service limits, failures, or outages, including without limit, the failure of Alerts, 9-1-1 Emergency, Priority Access, or Secure Service Calls to be connected or completed, or the failure to provide alerts, or accurately locate any 9-1-1 call. Further, location services, including 9-1-1 location services, emergency or other alert systems, priority access, and secure service calls may not be available in Customer's area and are subject to the Service Limitations discussed above.

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