



TPx Mobile Services Addendum

This Addendum amends and modifies the Telecommunications Account Agreement (“TAA”) between TPx Communications and Customer.

1. This Addendum, the TAA, and Service Agreement between Customer (also referred to in this Addendum as “you” and “your”) and TPx governs your use of TPx’s Mobile Services. TPx hereby agrees to provide Mobile Services (“Service”) to Customer for the Term specified on the Service Agreement under the Terms & Conditions applicable to the Agreement as modified by this Addendum as follows:

2. Can TPx Change This Agreement or Your Service?

We may change prices or any other term of your Service or this agreement at any time, but we will provide notice first. If you use your Service after the change takes effect, that means you are accepting the change. If a change to this Addendum has a material adverse effect on you, you can cancel the line of Service that has been affected within 60 days of receiving the notice with no early termination fee.

3. Your Wireless Device

Your wireless device must comply with Federal Communications Commission regulations, be certified for use on our network, and be compatible with your Service. Please be aware that we may change your wireless device's software, applications or programming remotely, without notice. This could affect your stored data, or how you have programmed or use your wireless device. Please note that your wireless device may not work with another wireless network, or the other wireless carrier may not accept your wireless device on its network.

4. Where and How Does TPx Service Work?

Wireless devices use radio transmissions, so unfortunately you cannot get Service if your device is not in range of a transmission signal. And please be aware that even within your Coverage Area, many things can affect the availability and quality of your Service, including network capacity, your device, terrain, buildings, foliage and weather.

5. What Charges Are Set by TPx?

Effective the upon the date that your order is input, you agree to pay all access, usage, equipment and other charges that you or the user of your wireless device incurred. Our charges include Federal Universal Service, Regulatory and Administrative Charges, and we may also include other charges related to our governmental costs. We set these charges; they are not taxes, they are not required by law, they are kept by us in whole or in part, and the amounts and what they pay for may change.

6. Government Taxes, Fees and Surcharges

You must pay all taxes, fees and surcharges set by federal, state and local governments. Please note that we may not always be able to notify you in advance of changes to these charges.

7. What Are Roaming Charges?

You are "roaming" whenever your wireless device uses a transmission site outside TPx’s Mobile wireless network or uses another company's wireless network. Sometimes roaming happens even when you are within your Coverage Area. There may be higher rates and extra charges (including charges for long distance, tolls or calls that do not connect) for roaming calls, depending on your Plan.

Display on your device will not indicate whether you will incur roaming charges. Services originated or received while outside your plan's included coverage area are subject to roaming charges. Use of Services when roaming is dependent upon roaming carrier's support of applicable network technology and functionality. Check with roaming carriers individually for support and coverage details. Billing for domestic and international roaming usage may be delayed up to three billing cycles due to reporting between carriers.

If your usage of the Services on other carriers' wireless networks becomes excessive or chronic, TPx may at its discretion terminate your wireless service or access to data Services or deny your continued use of other carriers' coverage. For data, “excessive” usage is equal to or greater than 20mbs in any one month and “chronic” means using more than 20mbs in two or more months. For voice, “excessive” usage is



equal to or greater than 250 minutes in any one month and “chronic” means using more than 250 minutes in two or more months.

8. How Does TPx Calculate Voice & Data Charges on My Bill?

- a. AIRTIME AND OTHER MEASURED USAGE (“CHARGEABLE TIME”) IS BILLED IN FULL-MINUTE INCREMENTS, AND ACTUAL AIRTIME AND USAGE ARE ROUNDED UP TO THE NEXT FULL-MINUTE INCREMENT AT THE END OF EACH CALL FOR BILLING PURPOSES. TPx CHARGES A FULL MINUTE OF AIRTIME USAGE FOR EVERY FRACTION OF THE LAST MINUTE OF AIRTIME USED ON EACH WIRELESS CALL. For charges based on the amount of time used, we'll round up any fraction to the next full minute. For outgoing calls, usage time starts when you first press **SEND** or the call connects to a network, and for incoming calls, it starts when the call connects to a network (which may be before it rings). Usage time may end several seconds after you press END or after the call disconnects. For calls made on our network, we only charge for calls that are answered, including by machines. Usage cannot always be processed right away and may be included in a later bill.
- b. DATA TRANSPORT IS CALCULATED IN FULL-KILOBYTE INCREMENTS, AND ACTUAL TRANSPORT IS ROUNDED UP TO THE NEXT FULL-KILOBYTE INCREMENT AT THE END OF EACH DATA SESSION FOR BILLING PURPOSES. TPX CALCULATES A FULL KILOBYTE OF DATA TRANSPORT FOR EVERY FRACTION OF THE LAST KILOBYTE OF DATA TRANSPORT USED ON EACH DATA SESSION. NETWORK OVERHEAD, SOFTWARE UPDATE REQUESTS, AND RESEND REQUESTS CAUSED BY NETWORK ERRORS CAN INCREASE MEASURED KILOBYTES.
- c. Data Service will be rated based on actual KB usage. All monetary charges will be rounded at two places per session, or for customers who qualify for 4-digit billing, the fourth place per session, and summed up by feature, service plan and usage type, and then rounded to the second decimal place on the Invoice.
- d. If you select a rate plan that includes a predetermined allotment of services (for example, a predetermined amount of airtime, megabytes or text messages), unless otherwise specifically provided as a part of such rate plan, any unused allotment of services from one billing cycle will not carry over to any other billing cycle. We may bill you in a format as we determine from time to time.
- e. Usage and monthly fees will be billed as specified in your rate plan brochure, customer service summary, or rate plan information online. Monthly service and certain other charges are billed one month in advance. Your first invoice may contain charges for more than thirty (30) days of Service (“Prorated Amount”) depending on when your service order (which initiates the billing of recurring charges) was placed. Billing cycles and dates may change from time to time. Except as otherwise provided in your Service Plan, Monthly Recurring Charges (“MRCs”) are billed one billing cycle in advance.

9. What Are Your Rights for Dropped Calls or Interrupted Service?

If you drop a call in your Coverage Area, redial. If it is answered within 5 minutes, call us within 45 days and we'll give you a 1-minute airtime credit. If you lose Service in your Coverage Area for more than 24 hours in a row and we are at fault, call us within 45 days and we will give you a credit for the time lost. Please be aware that these are your only rights for dropped calls or interrupted Service.

10. What if Your Wireless Device Gets Lost or Stolen?

It is important that you notify us right away, so we can suspend your Service to keep someone else from using it. If your wireless device is used after the loss or theft but before you report it, and you want a credit for any charges for that usage, we're happy to review your account activity and any other information you'd like us to consider. Keep in mind that you may be held responsible for the charges if you delayed reporting the loss or theft without good reason, but you don't have to pay any charges you dispute while they are being investigated. If we have not given you a courtesy suspension of recurring monthly charges during the past year, we'll give you one for 30 days or until you replace or recover your wireless device, whichever comes first.

11. What Are TPx's Rights to Limit or End Service or End this Agreement?

We can, without notice, limit, suspend or end your Service or any agreement with you for any good cause, including, but not limited to: (1) if you: (a) breach this agreement; (b) resell your Service; (c) use



your Service for any illegal purpose, including use that violates trade and economic sanctions and prohibitions promulgated by any U.S. governmental agency; (d) install, deploy or use any regeneration equipment or similar mechanism (for example, a repeater) to originate, amplify, enhance, retransmit or regenerate an RF signal without our permission; (e) steal from or lie to us; (f) pay late more than once in any 12 months; (g) incur charges larger than a required deposit or billing limit, or materially in excess of your monthly access charges (even if we haven't yet billed the charges); (h) provide credit information we can't verify; or (i) are unable to pay us or go bankrupt; or (2) if you, any user of your device or any account manager on your account: (a) threaten, harass, or use vulgar and/or inappropriate language toward our representatives; (b) interfere with our operations; (c) "spam," or engage in other abusive messaging or calling; (d) modify your device from its manufacturer's specifications; or (e) use your Service in a way that negatively affects our network or other customers. We can also temporarily limit your Service for any operational or governmental reason.

12. Information/Content/Applications. Certain information, applications, or other content is provided by independently owned and operated content providers or service providers who are subject to change at any time without notice. TPX IS NOT A PUBLISHER OF THIRD-PARTY INFORMATION, APPLICATIONS, OR OTHER CONTENT AND IS NOT RESPONSIBLE FOR ANY OPINIONS, ADVICE, STATEMENTS, OR OTHER INFORMATION, SERVICES OR GOODS PROVIDED BY THIRD PARTIES. Third-party content or service providers may impose additional charges. Policies regarding intellectual property, privacy and other policies or terms of use may differ among TPx's content or service providers and you are bound by such policies or terms when you visit their respective sites or use their services. It is your responsibility to read the rules or service agreements of each content provider or service provider. Any information you involuntarily or voluntarily provide third parties is governed by their policies or terms. The accuracy, appropriateness, content, completeness, timeliness, usefulness, security, safety, merchantability, fitness for a particular purpose, transmission or correct sequencing of any application, information or downloaded data is not guaranteed or warranted by TPx or any content providers or other third party. Delays or omissions may occur. Neither TPx nor its content providers, service providers or other third parties shall be liable to you for any loss or injury arising out of or caused, in whole or in part, by your use of any information, application or content, or any information, application, or other content acquired through the Service. You acknowledge that every business or personal decision, to some degree or another, represents an assumption of risk, and that neither TPx nor its content and service providers or suppliers, in providing information, applications or other content or services, or access to information, applications, or other content underwrites, can underwrite, or assumes your risk in any manner whatsoever.

13. Prohibited and Permissible Uses

Except as may otherwise be specifically permitted or prohibited for select data plans, data sessions may typically be conducted 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 TPx's Mobile 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 TPx'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,**



14. Security: TPX DOES NOT GUARANTEE SECURITY. Data encryption is available with some, but not all, Services sold by TPx. 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.

15. Disclaimer of Warranties

We make no representations or warranties, express or implied, including, to the extent permitted by applicable law, any implied warranty of merchantability or fitness for a particular purpose, about your Service, your wireless device, or any applications you access through your wireless device. We do not warrant that your wireless device will work perfectly or will not need occasional upgrades or modifications, or that it will not be negatively affected by network-related modifications, upgrades or similar activity.

16. Waivers and Limitations of Liability

You and TPx both agree to limit claims against each other for damages or other monetary relief to direct damages. This limitation and waiver will apply regardless of the theory of liability. That means neither of us will try to get any indirect, special, consequential, treble or punitive damages from the other. This limitation and waiver also applies if you bring a claim against one of our suppliers, to the extent we would be required to indemnify the supplier for the claim. You agree we aren't responsible for problems caused by you or others, or by any act of God. You also agree we aren't liable for missed or deleted voice mails or other messages, or for any information (like pictures) that gets lost or deleted if we work on your device. If another wireless carrier is involved in any problem (for example, while you're roaming), you also agree to any limitations of liability in its favor that it imposes.

17. What Happens if Your Service Is Canceled Before the End of My Contract Term?

You are agreeing to subscribe to a line of Service either on a month-to-month basis or for a minimum contract term, as shown on your Service Agreement. (If your Service is suspended without billing, that time doesn't count toward completing your contract term.) Once you've completed your contract term, you'll automatically become a customer on a month-to-month basis for that line of Service. **If you cancel a line of Service, or if we cancel it for good cause, during its contract term, you'll have to pay an early termination fee. Your early termination fee will be \$175 for data cards and feature phones (cells) minus \$5 for each full month of your contract term that you complete and \$350 for Smartphones minus \$10 for each full month of your contract term that you complete.**

Cancellations will become effective on the last day of that month's billing cycle, and you are responsible for all charges incurred until then. Also, if you bought your wireless device from an authorized agent or third-party vendor, you should check whether they charge a separate termination fee.

18. Can You Take Your Wireless Phone Number to Another Carrier?

You may be able to take, or "port," your wireless phone number to another carrier. If you port a number from us, we'll treat it as though you asked us to cancel your Service for that number. After the porting is completed, you won't be able to use our service for that number, but you'll remain responsible for all fees and charges through the end of that billing cycle, just like any other cancellation. If you port a number to us, please be aware that we may not be able to provide some services right away, such as 911 location services. You don't have any rights to your wireless phone number, except for any right you may have to port it.

19. Back-Billing.

TPx will try to bill you for charges on a timely basis. However, you shall be liable for all charges irrespective of any delay in billing, whether due to error, lack of data, negligence or any other reason. No such delay shall constitute a basis for a claim of waiver, estoppel, or other excuse of your obligation to pay TPx's charges, irrespective of the length of such delay."

20. RIM Handset Usage.

The RIM handset, software and/or accessories obtained pursuant to this Agreement may include encryption software that is subject to domestic and foreign legal restrictions that restrict export, import and use of the RIM handset, software and/or accessories obtained under this Agreement.

21. Acceptance of This Addendum.



By accepting this Addendum, you agree to receive and pay for the Mobile Services provided by TPx, including any subsequent service orders under the terms and conditions of this Addendum. If you do accept, you can cancel this Addendum within thirty (30) days of acceptance without having to pay an early termination fee as long as you return any equipment you purchased from TPx at the time you accepted.

If you order additional Mobile Service, you agree to accept the terms and conditions of this Addendum for each such Mobile Service ordered by any one of the following: (a) opening a package that states that you are accepting by opening it; or (b) activating your Mobile Service; or (c) using your wireless device. The individual that accepts this Addendum represents that he or she is authorized to bind Customer.