

**Resale Agreement
between**

**Snail Mobile, LLC
and**

Enhanced Communications Group, LLC

TABLE OF CONTENTS

	<u>Page</u>
Background	Error! Bookmark not defined.
Operative Terms	Error! Bookmark not defined.
1. AUTHORIZATION	2
2. TERM	2
3. RESERVED	2
4. RESELLER STAFF	2
5. SUBSCRIBER EQUIPMENT	2
6. SERVICES AVAILABILITY	2
a. Services Availability	2
b. Highly Concentrated Usage.....	2
c. Acknowledgement of Services Gaps.....	2
d. Interference.....	2
7. RATES	2
a. Changes in Rates and the Services	2
b. Rates	2
c. Bundling	2
8. RESPONSIBILITY FOR FRAUDULENT ACTIVITY.....	2
a. Subscription Fraud	2
b. System Fraud	2
9. TERMINATION OF SUBSCRIBERS	2
10. HANDLING OF SUBSCRIBER	2
a. Control of Subscriber	2
b. Sale of Subscriber	2
c. Billing Services	2
d. Additional Services Fees	2
e. On Line Bill Presentment Service	2
f. Invoices	2
g. Late Payments	2
h. Disputes	2
i. Company and Reseller must comply with the Federal Communications Commission's ("FCC") Customer Proprietary Network Information ("CPNI") rules and protect the confidentiality of CPNI.....	2
11. SECURITY	2
a. Security Amount.....	2
b. Letter of Credit	2
c. Cash Deposits	2
12. TRANSSHIPPING	2
13. SALES LITERATURE	2
14. INSPECTIONS: BOOKS, RECORDS AND FACILITIES	2
15. INDEPENDENT CONTRACTOR RELATIONSHIP	2
16. CONFIDENTIAL AND PROPRIETARY INFORMATION.....	2
a. Restriction	2
b. Care	2
c. Return	2

	d.	Limitation	2
	e.	Relief	2
	f.	No Mandatory Disclosure	2
17.		RESELLER'S OTHER OBLIGATIONS	2
	a.	Approval of Advertising and Press Releases	2
	b.	Taxes and Expenses.....	2
	c.	Customer Care	2
18.		SPRINT PCS TRADEMARKS AND COPYRIGHTS	2
19.		SPRINT SPECTRUM, L.P	2
20.		TERMINATION OR MODIFICATION	2
	a.	Breach of Agreement by Either Party	2
	b.	Bankruptcy or Cessation of Business	2
	c.	Sale of Subscribers	2
	d.	Failure to Pay	2
	e.	Miscellaneous	2
	f.	Loss of FCC License	2
	g.	Effect of Termination	2
21.		INSURANCE	2
22.		RIGHTS AND OBLIGATIONS UPON TERMINATION OR EXPIRATION.....	2
23.		FORCE MAJEURE.....	2
24.		LIMITATION OF LIABILITY; INDEMNIFICATION; RISK MANAGEMENT	2
	a.	Exclusion of Warranties	2
	b.	Limitations on Liability.....	2
	c.	Indemnification; Control of Litigation	2
	d.	Corporate Obligations	2
	e.	Insurance Recovery	2
	f.	Negotiated Allocation of Risks	2
25.		APPLICABLE LAW	2
26.		ENTIRE AGREEMENT	2
27.		WAIVER	2
28.		ASSIGNMENT	2
29.		NOTICE	2
30.		SEVERABILITY	2
31.		REGULATORY COMPLIANCE.....	2
32.		DISPUTE RESOLUTION	2
33.		SURVIVAL.....	2
34.		HEADINGS.....	2
35.		WAIVER OF JURY TRIAL	2
36.		COUNTERPART EXECUTION	2
37.		PARTIES IN INTEREST; LIMITATION ON RIGHTS OF OTHERS	2
38.		PRESS RELEASES	2
39.		COMPLIANCE WITH LAWS	2
40.		RULES OF CONSTRUCTION	2
	a.	Number and Gender	2
	b.	Including; Herein; Etc	2
	c.	Subdivisions and Attachments	2
	d.	References to Documents and Laws	2
	e.	Technical Standards	2
	f.	References to Days	2

	g.	Examples	2
	h.	Ambiguities	2
41.		DEFINED TERMS.....	2

MODEL RESALE AGREEMENT

THIS AGREEMENT ("Agreement") is entered into on this 22nd day of August, 2014, (the "Effective Date") by and between Enhanced Communications Group, LLC, a Delaware limited liability company having a business office and address at 312 S. Delaware Ave., Bartlesville, OK 74003 ("Company"), and Snail Mobile, LLC, a California Limited Liability Company, ("Reseller"), whose principal business address is 12049 Jefferson Boulevard, Culver City, CA 90230.

Background

A. Company is a Mobile Virtual Network Enabler ("MVNE") who provides wireless voice and data services (the "Services") directly or indirectly to resellers and Mobile Virtual Network Operators ("MVNOs") in certain geographic areas throughout the United States for resale to their end users (the "Subscribers"). For purposes of this Agreement, Subscribers only includes subscribers enrolled by Reseller with the Company using the Company's Services;

B. Company has made appropriate contractual arrangements for the utilization of other wireless carriers' nationwide networks (the "System"), and Reseller desires to contract with Company for access to the System to resell the Services;

C. Reseller will brand the wireless services provided by Company utilizing Reseller's own brand name.

NOW THEREFORE, in consideration of the mutual agreements contained herein, the parties hereto agree as follows:

Operative Terms

1. AUTHORIZATION. Company hereby authorizes Reseller to solicit subscriptions for Service on the System subject to the terms and conditions of this Agreement. Reseller hereby accepts such authorization upon the terms and conditions contained in this Agreement. Reseller and Company will be governed in all of its dealing with the public and with respect to this Agreement by the highest standards of honesty, integrity and fair dealing.

2. TERM. As of the Effective Date and subject to the terms and conditions set forth herein, this Agreement shall commence and shall continue in full force and effect for three (3) years ("the Initial Term"). This Agreement shall automatically renew for additional periods ("Extension Term") of one (1) year each, provided that neither party is then in default hereunder. Each party's option to extend this Agreement shall be deemed automatically exercised without any action by either party, unless one party gives notice to the other of its decision not to extend this Agreement at least one-hundred twenty (120) days prior to the expiration of the then current term. The Initial term plus any Extension shall be the "Term" of this Agreement. This Agreement will automatically terminate in the event that the Company's agreements with the underlying network service providers terminate.

3. RESERVED.

4. RESELLER STAFF. Staff employed or contracted by Reseller to perform services for Reseller are not employees or agents of Company or the underlying wireless network

service providers, and Reseller assumes full responsibility and liability for its staff's acts and omissions, including compliance by its staff with this Agreement, applicable federal, state and local laws, regulations, and judicial or regulatory orders, and relevant industry standards. All staff will be employed or contracted by Reseller at Reseller's sole expense, and Reseller will be solely responsible for all employment benefits and withholding issues, including workers' compensation, disability benefits, unemployment insurance, or withholding income taxes and social security.

5. SUBSCRIBER EQUIPMENT. Reseller understands and acknowledges that Subscribers shall be entitled to access the Services only by using digital mobile radio units that have been authorized by the underlying wireless network service providers ("Subscriber Equipment"). Without exception, all Subscriber Equipment accessing the underlying wireless network of Verizon must be: (1) Certified EVDO-Capable; and (2) approved by the Open Development process. Reseller acknowledges that from time to time there may be shortages of Subscriber Equipment sufficient to meet commercially reasonable requirements of Reseller's business. Reseller shall not have a cause of action, whether in contract, tort, warranty, strict liability, or otherwise, based in whole or part on the unavailability to it of Subscriber Equipment. Reseller shall be permitted to purchase Subscriber Equipment from suppliers other than Company.

6. SERVICES AVAILABILITY.

a. Services Availability. Reseller acknowledges and agrees as follows:

- i. Services are available to compatible and authorized Subscriber Equipment, as defined in Section 5, within operating range of the wireless network;
- ii. Services may be temporarily refused, interrupted, curtailed or otherwise limited because of transmission limitations caused by any factor, including atmospheric, environmental or topographical conditions, System, facilities limitations or constraints, or System, facilities changes, modifications, updates, relocations, repairs, maintenance or other similar activities necessary for the proper or improved operation of the facilities.

b. Highly Concentrated Usage. If Reseller or Reseller's Subscribers create situations that cause highly concentrated usage in limited areas on the System, Reseller and its Subscribers may encounter temporary capacity-constraint-related symptoms, such as excessive call blocking or call dropping. Except for passing through any adjustment for service outages as Company might receive from its underlying wireless network service providers, Company is not liable to Reseller or its Subscribers with respect to any claim or damage related to or arising out of or in connection with (i) any such temporary capacity constraint, (ii) any coverage gap or (iii) any temporary Services refusal, interruption, curtailment or other limitation. Reseller may notify Company of anticipated highly concentrated usage by Subscribers in a particular area on the

System, including any anticipated temporary-capacity-constraint-related symptoms. Upon receipt of Reseller's notice, Company may request that underlying wireless network service providers address the constraint, but Reseller acknowledges that such action is within the underlying wireless network service provider's sole discretion.

- c. Acknowledgement of Services Gaps. Reseller acknowledges that Services will not be available on a ubiquitous basis across the United States. Accordingly, Reseller agrees that Company does not warrant or guarantee any present or future Services availability in any location. Reseller further agrees that it shall have no cause of action of any sort, whether in contract, warranty, strict liability, tort, or otherwise, based in whole or part on gaps in service.
- d. Interference. Reseller's agents, subcontractors, employees, representatives, and Subscribers may not interfere with the System or the Services in a way as to impair the quality of service provided to Subscribers or other end users of the wireless network. Notwithstanding this prohibition, upon discovery of the interference by either Company or Reseller, the party discovering the interference will promptly notify the other party, and Reseller will promptly order any agent, subcontractor, employee, representative under its control, or Subscriber to cease the act(s) constituting the interference. Company, concurrent with notice to Reseller, may terminate the Services to the Subscriber and may require Reseller to take appropriate action to eliminate the use or interference by the agent, subcontractor, employee, representative or Subscriber.

7. RATES.

- a. Changes in Rates and the Services. Reseller's Subscriber rates are ultimately determined and set solely by the Reseller in its sole discretion. Nevertheless, Reseller acknowledges that wireless service offerings are competitive in nature and that it will be necessary for Reseller and Company to work together to derive competitive offerings and service plans.
- b. Rates. Company's current wholesale rates, charges, and fees are referenced in the Company Schedule of Costs attached as Schedule A. The parties agree that Schedule A represents current pricing and is subject to change since the underlying wireless network services provider may adjust pricing from time to time. The parties agree that it shall not be necessary for the parties to continually amend this Agreement to reflect changes to Schedule A. All new pricing shall be set forth in writing.
- c. Bundling. Reseller may bundle the Services with that of Reseller's other services.

8. RESPONSIBILITY FOR FRAUDULENT ACTIVITY.

- a. Subscription Fraud. Reseller will be solely responsible for subscription-fraud losses incurred with respect to Subscribers enrolled by Reseller, including all costs and procedures associated with subscriber fraud, including, but not limited to, subscription fraud, usage on lost or stolen handsets that Reseller fails to deactivate, or fraud occurring in connection with Reseller's agents, employees or representatives, such as employee-related theft.

- b. System Fraud.

Sprint Network. Company shall be responsible for network fraud occurring on the Sprint network. Company will monitor, detect and identify using its customary and ordinary procedures in conjunction with the fraud detection services fraudulent calls made on the wireless network using Reseller's mobile identification telephone numbers ("MDNs"). The term "fraudulent calls made using Reseller's MDNs" mean calls associated with the loading by an unrelated and independent third party of an MDN or electronic serial number ("ESN") combination onto a wireless device to use the Services ("Cloning Fraud"). Company makes no guarantee that any or all Cloning Fraud will be detected. Company will notify Reseller (electronically, orally or in writing, as Company in its sole discretion deems appropriate) of the detection by Company of suspected or definitive Cloning Fraud. Company will determine, in its sole discretion, whether an incident of Cloning Fraud is suspected or definitive, without liability to Reseller. Company will inform Reseller of any action that Company takes concerning Cloning Fraud. Notwithstanding the foregoing, Cloning Fraud occurring as a result of fraudulent actions of Reseller's agents, employees or representatives is Reseller's responsibility, and Reseller shall pay for all costs and procedures associated therewith.

Verizon Wireless Network. Reseller acknowledges that Verizon Wireless requires Company to bear responsibility for network fraud occurring on the Verizon Wireless network related to Company's resellers. Company has no ability to prevent network fraud on the Verizon Wireless network. Company only has the ability to monitor, detect and identify using its customary and ordinary procedures in conjunction with the fraud detection services and the Verizon Wireless Fraud Detection System ("FDS") utilized by Verizon Wireless to determine if fraudulent calls are made on the Verizon Wireless network using Reseller's mobile identification telephone numbers ("MDNs"). The term "fraudulent calls made using Reseller's MDNs" mean calls associated with the loading by an unrelated and independent third party of an MDN or electronic serial number ("ESN") combination onto a wireless device to use the Services ("Cloning

Fraud"). Company makes no guarantee that any or all Cloning Fraud will be detected. Company will notify Reseller (electronically, orally or in writing, as Company in its sole discretion deems appropriate) of the detection by Company of suspected or definitive Cloning Fraud related to MDNs assigned to Reseller. Verizon Wireless will determine, in its sole discretion, whether an incident of Cloning Fraud is suspected or definitive. Regardless of whether the Cloning Fraud is detected or not, Reseller is responsible for all Cloning Fraud that occurs on the Verizon Wireless network related to MDNs assigned to Reseller. Company will provide documentation as to any costs incurred from Verizon Wireless due to Cloning Fraud related to MDNs assigned to Reseller occurring on the Verizon Wireless network and all such charges incurred by Company from Verizon Wireless will be passed through to Reseller. Company will inform Reseller of any action that Verizon Wireless takes concerning Cloning Fraud related to MDNs assigned to Reseller. Notwithstanding the foregoing, Cloning Fraud occurring as a result of fraudulent actions of Reseller's agents, employees or representatives is a breach of this Agreement.

9. TERMINATION OF SUBSCRIBERS. A Subscriber shall cease to be a Subscriber when the ESN and MDN are no longer active on the System. Reseller shall, in its sole discretion, determine when to terminate Subscriber for nonpayment. Except as provided in paragraph 8.b. above, Reseller shall be responsible for all charges incurred by Subscriber and shall submit payment to Company in a timely manner as set forth in Section 10.

10. HANDLING OF SUBSCRIBER.

- a. Control of Subscriber. The subscription relationship shall be between Subscriber and Reseller. Reseller acknowledges that Company shall have the right to determine whether to discontinue Services to Reseller due to loss of Services from the underlying wireless network service provider and that such discontinuance of Services will impact Reseller's ability to serve its Subscribers. Reseller, in its sole discretion, may discontinue Service to any Subscriber for nonpayment pursuant to Section 10 or for any other nondiscriminatory reason.
- b. Sale of Subscriber. With respect to Services provided utilizing the underlying wireless network of Sprint PCS, Company and Reseller will jointly determine if the Subscribers should be offered for sale. The terms and conditions to effectuate the sale of Subscribers utilizing the underlying wireless network of Sprint PCS shall be negotiated and entered into under a separate agreement.
- c. Billing Services. Reseller shall directly bill Subscribers enrolled by Reseller via the Company's back office infrastructure and/or a Company approved third party infrastructure. Company will provide Reseller via its back office platform with billing data in

electronic format ("Electronic Billing and Record" or "EBR") after each Bill Cycle Date. All billed charges (per call or event) that result in fractional cents may be rounded up to the next whole cent. Company will bill Reseller on a prepaid and/or postpaid basis according to 10.c.i.

- i. Company will provide Reseller and Reseller's authorized agents access to Company's back office infrastructure. Company will process all of Reseller's customer monthly access charges, airtime overage minutes, roaming/roaming long distance, international long distance, directory assistance charges, SMS text messaging, data calls and all other ancillary service charges noted in Exhibit A.
 - a. Company will also process, under the Reseller's private label, all of Resellers customer invoices and use either Reseller's printing and mailing vendor or Company's printing and mailing vendor to directly bill Reseller's customer. All printing and mailing costs will be the responsibility of the Reseller.
 - b. Company will provide Reseller, at Reseller's request with monthly bill cycle billing data in the Company standard formats to be further processed by Reseller.
- d. Additional Services Fees. Company shall pass through any additional service fees billed to Company by the underlying wireless network service provider.
- e. On Line Bill Presentment Service. Company will provide an optional On-Line Bill Presentment Service at no additional charge, which Reseller may choose to offer its Subscribers. On-Line Bill Presentment will utilize a proprietary interface between Reseller's web site and Company's back office support. Reseller will have access to the Company hosted and generic end-user self-care portal. Reseller may issue a Statement of Work ("SOW") to Company to further customize or re-brand the On-Line Bill Presentment Service. Company will review the SOW and develop pricing for the customization requested by Reseller. Upon mutual consent of any additional terms and conditions, Company and Reseller will proceed with the customization.
- f. Invoices. Company shall bill Reseller as set forth below.
 - i. Company Wholesale Invoicing to Reseller.
 - a. Wholesale Post Pay Invoicing. After each Bill Cycle Date, Company will provide to Reseller invoices of the charges incurred or to be incurred by Subscribers including, but not limited to the Subscribers'

monthly rate plan amount. Reseller expressly acknowledges (i) that some charges incurred in a billing cycle may not appear on the invoice, EBR or other billing record for that billing cycle, and (ii) that those charges may appear on subsequent invoices, EBRs or other billing records. Reseller will be liable to Company for those charges and will pay them in accordance with this Section. Payment for each invoice is due ("Post Pay Due Date") within 20 days of the Bill Cycle date by Wire Transfer or Automatic Clearing House ("ACH"). If Reseller chooses this ACH option then Exhibit B must be completed and signed with the appropriate banking information. Reseller has the option to authorize the Company to automatically debit the Reseller's bank account on the Post Pay Due Date. If the Reseller chooses this option then Exhibit B must be completed and signed with the appropriate banking information. Reseller will incur a \$75.00 transaction fee if Reseller does not remit payment electronically. If an invoice, EBR or other billing record is not received by Reseller within 10 days after the customary billing cycle cut-off date established by previous transmittals, Reseller will provide notice thereof to Company. If Reseller does not receive an invoice or EBR or other billing record and fails to notify Company, the Post Pay Due Date will be 15 days following the normal monthly billing cycle cut-off date established by previous submittals. **Reseller shall not set off or withhold any amount from Company, including, without limitation, any disputed items.** An invoice will be deemed paid when Company receives the ACH or wire transfer at the location designated by Company. *The parties agree that time is of the essence with respect to payment of all invoices by their respective due dates.* Company may, in its sole discretion, modify, change or update the invoice content and format or the billing cycle with 30-days prior written notice to Reseller.

- b. Payment - Reseller shall remit to Company for deposit on Friday of each week an Estimated Payment by Wire Transfer. The Estimated Payment will be calculated as follows (i) the Company shall estimate an average monthly wholesale bill using the previous three months at the beginning of the new calendar month; (ii) Company shall then inform the Reseller via electronic mail of the expected weekly payments to equal one-eighth of the estimated

monthly wholesale average. Company shall apply all Estimated Payments to final Monthly True Up as further defined in the following section 10.f.i.b.i.

i. Monthly True Up. Each billing cycle and invoices as described in Section 10.f.i.a shall have all Estimated Payments applied and any short fall shall be calculated at the beginning of the new calendar month and due within 10 days.

ii. Intra-Month Estimated Payment Adjustment. An intra-month estimated payment adjustment may be necessary in the event the Reseller experiences either material growth or churn that may lead to a Monthly True Up amount plus or minus fifty-thousand US dollars (\$50,000.00). Company will notify Reseller and provide three (3) business days' notice of any adjustments to minimize the Monthly True Up.

c. Wholesale Pre Paid Invoicing. Company will provide to Reseller daily invoices of the charges incurred or to be incurred by Subscribers including, but not limited to the Subscribers' monthly or daily rate plan amount. Reseller expressly acknowledges (i) that some charges incurred in the daily billing cycle may not appear on the daily invoice, EBR or other billing record for that daily billing cycle, and (ii) that those charges may appear on subsequent invoices, EBRs or other billing records. Reseller will be liable to Company for those charges and will pay them in accordance with this Section. Payment for each invoice is due within 2 days of the daily invoice date ("Prepaid Due Date") by Wire Transfer or Automatic Clearing House ("ACH"). Reseller will authorize the Company to automatically debit the Reseller's bank account on each Prepaid Due Date. The Reseller must execute Exhibit B and complete and sign with the appropriate banking information. Reseller must remit payments electronically. **Reseller shall not set off or withhold any amount from Company, including, without limitation, any disputed items.** An invoice will be deemed paid when Company receives the ACH or wire transfer at the location designated by Company. *The parties agree that time is of the essence with respect to payment of all invoices by*

their respective due dates. Company may, in its sole discretion, modify, change or update the invoice content and format or the billing cycle with 30-days prior written notice to Reseller.

- g. Late Payments. For amounts not paid by the Due Date, Reseller will pay a late-payment charge at the rate of 2% per month or any portion thereof, or the maximum rate allowed by law if a higher rate is permitted.
- h. Disputes. Reseller may not dispute amounts aggregating less than \$1,000 on one or more invoices during a single billing cycle. Reseller shall notify Company of disputes within 50 days of the Due Date. If Reseller could not have discovered a dispute until after this 50-day period, it shall notify Company of such dispute within 20 days of discovery, and in any event, not later than 170 days after the Due Date.
- i. Company and Reseller must comply with the Federal Communications Commission's ("FCC") Customer Proprietary Network Information ("CPNI") rules and protect the confidentiality of CPNI. CPNI is defined by the FCC as information that relates to the quantity, technical configuration, type, destination and amount of use of a Telecommunications Service subscribed to by any customer of a telecommunications carrier and that is made available to the carrier by the customer solely by virtue of the carrier-customer relationship; and information contained in the bills pertaining to telephone exchange or toll service received by a customer of a carrier. In order to certify compliance Company and Reseller will execute a CPNI confidentiality agreement set forth in Exhibit C.

11. SECURITY. To secure Reseller's obligations under this Agreement, Reseller will provide Company with an irrevocable Letter(s) of Credit or Cash Deposit(s) (the "Security"), as designated by the Company, pursuant to the terms of this Section 11 and all subsections hereunder. All Security provided to Company by Reseller pursuant to this Section 11 *et seq.* shall remain in full force and effect and may not be terminated until: (a) six (6) months after (i) the expiration of the Term, or (ii) the termination of this Agreement, and then, in the case of both clause (i) and (ii) only after Company has advised Reseller in writing that no further obligations are owed by Reseller to Company and all obligations have been paid and satisfied in full; or (b) the date on which Company, in its sole discretion, notifies Reseller in writing that Company no longer requires such Security. The provisions of this Section 11 *et seq.* are independent of, and in addition to, all rights and remedies Company may have under this Agreement, at law, or in equity, or otherwise for breach of this Agreement by Reseller.

- a. Security Amount. The initial amount of the Security shall be no less than \$10,000. After the initial Security is established, Reseller shall be required to adjust the amount of the Security on a monthly basis to reflect an amount equal to at least two times the previous three months average of wholesale invoices. Company will conduct a

monthly review of the previous three months activity and ensure that the current Security is at least two (2) times the average monthly invoiced amount. Company may decrease the amount of the Security if the wholesale invoice three month average decreases. In no event shall the Security be reduced below the initial amount of \$10,000. Notwithstanding the foregoing, Company may, in its sole discretion, with 30 days advance written notice, increase or decrease the amount of the Security based on the amount of current wholesale invoice(s), Reseller payment history with Company, rate plan and airtime costs per Subscriber, or other criteria deemed appropriate by Company. Company will not set any commercially unreasonable Security requirements, taking into consideration Reseller's reported creditworthiness, payment history with Company, monthly charges and any other indicia of Reseller's creditworthiness. Unless otherwise agreed by Company in writing, 180 days after expiration of all applicable phase-out periods; the amount of any cash deposit will be credited to Reseller's final bill and any other outstanding bills or other amounts due to Company and any excess Security posted in the form of a Cash Deposit will be refunded to Reseller.

- b. Letter of Credit. With the Company's approval, Reseller may establish the Security using an irrevocable letter of credit (at Reseller's sole expense) in the form attached hereto as Exhibit D and in an amount that increases as described in Section 11.a. The Letter of Credit must be issued by a financial institution reasonably acceptable to Company with Company named as the beneficiary. Company may prevent Reseller from activating additional Subscribers if the amount of the Security is less than the requirement as specified in Section 11.a. Reseller will maintain the Letter of Credit and arrange for any necessary renewals and replacements, for a reasonable period to be determined by Company. Unless Company notifies Reseller otherwise in writing, the term will continue until 180 days after expiration of all applicable phase-out periods under this Agreement. Company, at its election, will be entitled to, but shall not be required to draw against the Letter(s) of Credit if Reseller does not pay in full all amounts due Company by their stated Due Date or is otherwise in breach of this Agreement. Notwithstanding any provision in this Agreement to the contrary, Company's election to draw against any Letter(s) of Credit shall not be considered to cure any breach of this Agreement arising from Reseller's failure to timely pay all invoices on or before their stated Due Date unless the Reseller replenishes the Security to its full amount within 10 days of Company's draw.
- c. Cash Deposits. Where the Security consists of a Cash Deposit, Reseller must wire to Company's account, per Company's instructions, the amount required by the Company to meet the minimum security deposit as described in Section 11.a. Company

may prevent Reseller from activating additional Subscribers if the amount of the Security is less than the requirement as specified in Section 11.a. Company, at its election, will be entitled to, but shall not be required to draw against any Cash Deposit(s) if Reseller does not pay in full all amounts due Company by their stated Due Date or is otherwise in breach of this Agreement. Notwithstanding any provision in this Agreement to the contrary, Company's election to draw against any Cash Deposit(s) shall not be considered to cure any breach of this Agreement arising from Reseller's failure to timely pay all invoices on or before their stated Due Date unless the Reseller replenishes the Security to its full amount within 10 days of Company's draw.

12. TRANSSHIPPING. Reseller shall be prohibited from transshipping any Subscriber Equipment hereunder. "Transshipping" shall be defined as the shipping of any Subscriber Equipment by Reseller from its intended destination to another, provided however, that Reseller may ship Subscriber Equipment between Reseller's Facilities and to Subscribers enrolled by Reseller.

13. SALES LITERATURE. Company will make available sample coverage maps and such other sample marketing materials (collectively, the "Sales Literature") as may be necessary, proper, or convenient to assist Reseller in its sales activities. Reseller shall be under no obligation to purchase Sales Literature. Any Sales Literature or other materials prepared by Reseller or any subcontractor in connection with the sale or offering for sale of any Services or Subscriber Equipment, and that uses a Company or network service provider trademark, service mark, copyright or other form of intellectual property owned by Company or a network service provider, shall be submitted to Company for approval prior to use. Company shall make commercially reasonable efforts to respond to Reseller approval requests within 30 days of receipt. Reseller may reference the fact that network services are provided by specific network service providers, and any such reference shall be strictly in accordance with the specific guidelines distributed to Reseller. Failure to comply with the underlying network service provider's guidelines will be deemed a material breach of this Agreement.

14. INSPECTIONS: BOOKS, RECORDS AND FACILITIES. The parties shall have the right to inspect each other's books and records as they pertain to Subscribers placed on the System upon 72 hours' notice to the other party twice a year during the Term and to make copies and extracts. In addition, each party may seek limited specific audits of specific disputed payment and reporting obligations, including, if applicable, obligations related to Roaming, no more than once every 3 months. These audit rights survive until the period ending 12 months following conclusion or expiration of all post-Agreement payment obligations of all parties under this Agreement.

15. INDEPENDENT CONTRACTOR RELATIONSHIP. With respect to all matters relating to this Agreement, Reseller shall be deemed to be an independent contractor, shall bear its own expenses in connection with this Agreement and shall have no express or implied right or authority to assume or create any obligation on behalf of Company or the underlying network service provider. Nothing stated in this Agreement shall be construed as creating the relationships of employer and employee, franchiser and franchisee, master and servant, principal and agent, dealership, partnership or joint venture between either the underlying

network service provider or Company and Reseller. Reseller shall not represent itself or its organization as having any relationship to the underlying network service provider or to Company, other than that of a Reseller for the limited purposes described in this Agreement. Reseller shall not have, nor shall it hold itself out as having, the power to make contracts in the name of or binding on, nor shall it have the power to pledge credit or extend credit in the name of Company or the underlying network service provider.

16. CONFIDENTIAL AND PROPRIETARY INFORMATION.

- a. Restriction. Neither party will disclose any Proprietary Information received from the other party, except as expressly provided in this Agreement. Each party will use the Proprietary Information received from the other party only for the purpose of this Agreement. "Proprietary Information" means all information a party discloses to the other party that is marked "Confidential," "Restricted," "Proprietary," or with some similar writing indicating the disclosing party considers the disclosed information to be proprietary.
- b. Care. The receiving party must provide a reasonable amount of care to avoid disclosure or unauthorized use of the Proprietary Information and, in any event, not less than the same amount, of care as it provides to protect its own similar proprietary information. All Proprietary Information must be retained by the receiving party in a secure place with access limited to only those of the receiving party's employees who need to know that information for purposes of this Agreement and to such third parties as the disclosing party has consented to by prior written approval, provided that either party may make disclosures to outside counsel requiring such disclosures to provide service to the disclosing party, and provided that such counsel shall agree not to disclose such Proprietary Information to third parties. Proprietary Information supplied is not to be reproduced in any form except as required to accomplish the intent of this Agreement. Notwithstanding the foregoing, Company may disclose Proprietary Information, subject to the terms of this Agreement and appropriate nondisclosure agreements being in place, (i) to the applicable underlying facilities-based carrier, (ii) to sources of technology or capital for the limited purpose of assisting Company in developing its business, and (iii) to third parties considering purchasing either Company or Subscriber contracts.
- c. Return. All Proprietary Information, unless otherwise specified in writing, must be returned to the disclosing party or destroyed after the receiving party's need for it has expired or upon request of the disclosing party, and, in any event, within 10 days of termination of this Agreement. At the request of the disclosing party, the receiving party will furnish a certificate of an officer of the receiving party

certifying that Proprietary Information not returned to disclosing party has been destroyed.

- d. Limitation. The parties agree that the term "Proprietary Information" does not include information that:
- i. has been published or is otherwise in the public domain through no fault of the receiving party;
 - ii. prior to disclosure under this Agreement is properly within the legitimate possession of the receiving party;
 - iii. subsequent to disclosure under this Agreement is lawfully received from a third party having rights in the information without restriction of the third party's right to disseminate the information and without notice of any restriction against its further disclosure;
 - iv. is independently developed by the receiving party through parties who have not had, either directly or indirectly, access to or knowledge of Proprietary Information; or
 - v. is obligated to be produced under order of a court of competent jurisdiction or other similar requirement of a Governmental Authority, so long as the party required to disclose the information provides the other party with notice prior to disclosure in accordance with such order or requirement, unless such prior notice would be unlawful.
- e. Relief. The limitations in Section 24 do not apply to either party's violations of Section 16. If either party violates or threatens to violate Section 16, the other party may exercise any right or remedy under this Agreement and any other right or remedy that it may have (now or hereafter existing) at law, in equity or under statute. The parties agree that damages for violations of Section 16 may be difficult to ascertain or inadequate and that if either party violates or threatens to violate Section 16, the other party may suffer irreparable harm and therefore may seek injunctive relief in addition to any other right or remedy under this Agreement and any other right or remedy that it may have (now or hereafter existing) at law, in equity or under statute. The party that violates or threatens to violate Section 16 will not raise the defense of an adequate remedy at law. A party must not disclose the Proprietary Information for a period beginning with the date of receipt from disclosing party and ending 3 years from the date of termination of this Agreement.
- f. No Mandatory Disclosure. Except as specifically and expressly required by this Agreement, no party shall be obligated to disclose or furnish to any other party any Proprietary Information of such

first party or any confidential or proprietary information, technology, or intellectual property of any third party in such first party's possession or control. If, however, a party has provided or provides any of its Proprietary Information to the other party, whether before, on, or after the date hereof, the provisions of this Section 16 shall apply.

17. RESELLER'S OTHER OBLIGATIONS.

- a. Approval of Advertising and Press Releases. Any and all written or broadcast advertising, promotion of Services and press releases that reference Company or an underlying network service provider must receive prior written approval from Company. Guidelines for drafting advertising, promotional material and press releases that include Company or an underlying network service provider will be provided to Reseller after execution of this Agreement.
- b. Taxes and Expenses.
 - i. Reseller shall be responsible for all of the costs of its business, including, but not limited to, travel, entertainment, office, clerical, accounting, and general selling expenses and any and all expenses of its employees, agents and representatives. In this connection, Reseller shall be solely responsible for the preparation and submission to applicable authorities of its employees' income tax and FICA forms and the payment of all salaries to employees, employer contributions and employee benefits. Reseller represents and warrants to the Company that Reseller holds all licenses and permits necessary for conducting its business.
 - ii. Reseller will provide to Company valid and complete resale certificates for Services and equipment purchased from Company in substantially the form set forth in Exhibit E. Company is responsible for computation of all taxes, fees and other levies on charges included in the billing records or on receipts from such charges. However, Company may request assistance from Reseller's staff to ensure that all taxes, fees and other required levies are correctly maintained in the billing system. Reseller is solely responsible for the billing and collection of all applicable taxes, fees and levies to Subscribers.
- c. Customer Care. Reseller is responsible for maintaining all Customer Care and all associated cost related to Customer Care.

18. SPRINT PCS TRADEMARKS AND COPYRIGHTS. With respect to the underlying services provided by Sprint PCS only, Reseller hereby agrees that it shall not claim that it is a representative, distributor, MVNO or agent of Sprint, or that it has a direct relationship with Sprint of any kind. Reseller may use the Sprint and Sprint Nationwide PCS Network names

("Sprint Names") to identify the network on which the private label services are delivered. If this agreement is terminated for any reason, all rights and benefits enjoyed by Reseller related to use of the Sprint Names will immediately terminate.

19. SPRINT SPECTRUM, L.P. RIGHT OF FIRST REFUSAL. Company hereby discloses and Reseller hereby acknowledges that with respect to Subscribers enrolled by Reseller on the Sprint PCS network, the sale of such Subscribers is subject to a right of first refusal held by Sprint Spectrum, L.P. pursuant to the terms of the agreement between Company and Sprint Spectrum, L.P.

20. TERMINATION OR MODIFICATION. This Agreement shall terminate at the end of the Term, unless it is earlier terminated as permitted herein.

- a. Breach of Agreement by Either Party. Either party may terminate this Agreement immediately upon written notice to the other party, if the other party fails to cure a breach of its obligations hereunder within ten (10) days of the delivery of written notice. Notwithstanding the foregoing, in the event that Company elects to draw against the Security pursuant to the provisions of Section 11 of this Agreement, Reseller's breach of its obligation to timely pay all invoices by their Due Date may only be cured by replenishment of the Security under the terms, and within the time frames established by Section 11 and the cure period provided under this Section shall not apply.
- b. Bankruptcy or Cessation of Business. This Agreement shall be terminated at either party's discretion upon the other party's cessation of business, election to dissolve, dissolution, insolvency, failure in business, an act of bankruptcy, receivership, general assignment for the benefit of creditors, or filing of any petition in bankruptcy or for relief under the provisions of the bankruptcy laws.
- c. Sale of Subscribers. This Agreement shall terminate upon the closing of the sale of all of Reseller's Subscribers, unless this Agreement is assigned to the purchaser of such Subscribers.
- d. Failure to Pay. Company may terminate this Agreement if Reseller fails to pay any Invoice by its Due Date three times in any consecutive twelve (12) month period.
- e. Miscellaneous. Company may terminate this Agreement in its sole discretion for breach under Section 20(a) if it discovers that Reseller:
 - i. Fails to pay any Invoice by its Due Date three times in any consecutive twelve (12) month period;
 - ii. Sells, installs, or services Subscriber Equipment on the System, outside the terms of this Agreement;

- iii. Makes a material misrepresentation to Company or to Subscribers concerning Reseller, Company or Services;
 - iv. Engages in conduct which intentionally falsifies information supplied to the Company;
 - v. Re-sells the Services, re-sells access to the System, or re-sells Subscriber Equipment to any third party acting as an MVNO, whether the third party re-sells under the Reseller's private label or brand, or any other label or brand;
 - vi. Reseller continues to interfere with the System, as described in paragraph 6.d., after being put on notice that Reseller's conduct causes such interference.
- f. Loss of FCC License. Company may terminate this Agreement in its entirety without any liability by giving Reseller at least 20 days prior written notice, if the underlying network service provider license(s) are revoked by the FCC.
- g. Effect of Termination. Termination of this Agreement is without prejudice to any other right or remedy of the parties under this Agreement. Termination of this Agreement for any cause does not release either party from any liability that, at the time of termination, has already accrued to the other party, or that may accrue in respect of any act or omission prior to termination or from any obligation that is expressly stated to survive the termination. Reseller will remain responsible for its obligations to its subcontractors.

21. INSURANCE. During all times when Reseller is operating pursuant to this Agreement, Reseller shall provide and maintain at its own expense the following insurance against liability arising in any way out of this Agreement and any other insurance coverage that may be deemed necessary by Company: (i) Commercial General Public Liability insurance, including personal injury, bodily injury, property damage, operations hazard, independent contractor coverage, contractual liability, and products and completed operations liability, with a combined single limit of \$3,000,000; (ii) Workers' Compensation and Employer's Liability insurance sufficient and proper under the laws of the state wherein the responsibilities are to be performed to protect Company against claims under the compensation laws of said state; (iii) Automobile Public Liability insurance covering all vehicles used in connection with the Agreement with a combined limit of \$3,000,000; and (iv) fire, theft, and extended coverage with respect to the Subscriber Equipment in Reseller's possession in an amount no less than the replacement value of such Subscriber Equipment. All insurance policies shall be issued by companies licensed to do business in jurisdictions where Reseller is doing business, satisfactory to Company. Each insurance policy will contain a clause requiring the insurer to give Company at least 30 days prior written notice of any alteration in the terms of such policy or the cancellation thereof. Reseller will promptly provide Company with written notice thereof and make available to Company all information and documentation relating thereto. Reseller agrees that certificates of insurance will be delivered to Company within 15 days of the Effective Date.

22. RIGHTS AND OBLIGATIONS UPON TERMINATION OR EXPIRATION.

- a. Upon the termination or expiration of this Agreement, the parties hereto agree that Reseller shall immediately cease to identify itself as an independent representative for the Company or Services.
- b. Upon giving of notice of termination of this Agreement in its entirety, other than a termination resulting from Reseller's breach of this Agreement, Company, at Reseller's (or its successor in interest) request, will continue to provide Services to Reseller (or its successor in interest) for reasonable amount of time, as determined by the Company, as a phase-out period to reduce disruption to Reseller's customers. In no event shall the phase out period exceed one-hundred and eighty (180) days after the date of the notice of termination. During the phase- out period, Reseller may not add any new customers.

23. FORCE MAJEURE. If the performance of this Agreement is interfered with by any circumstance beyond the reasonable control of the party affected, the party affected by the force majeure is excused on a day-by-day basis to the extent of the interference, if the party notifies the other party as soon as practicable of the nature and expected duration of the claimed force majeure, uses all commercially reasonable efforts to avoid or remove the causes of nonperformance and resumes performance promptly after the causes have been removed. A "force majeure" under this Section 23 includes (i) acts of God, such as fire, flood, earthquake or other natural cause; (ii) terrorist events, riots, insurrections, war or national emergency; (iii) strikes, boycotts, lockouts or other labor difficulties, (iv) the lack of, loss of, or inability to obtain or retain permits or approvals, necessary labor, materials, energy, components or machinery, telecommunication line facilities or MDNs, and (v) judicial, legal, or other action of any Governmental Authority.

24. LIMITATION OF LIABILITY; INDEMNIFICATION; RISK MANAGEMENT.

- a. Exclusion of Warranties. **EXCEPT AS MAY BE EXPRESSLY AND SPECIFICALLY SET FORTH HEREIN, COMPANY HAS NOT MADE, AND IN SUPPLYING PRODUCTS OR RENDERING SERVICES NEITHER COMPANY NOR ANY OF ITS AFFILIATES OR SUBCONTRACTORS WILL BE DEEMED TO MAKE, ANY REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR FREEDOM FROM COPYRIGHT, TRADEMARK, OR PATENT INFRINGEMENT.**
- b. Limitations on Liability.
 - i. General Limitation. Each party covenants and agrees, and shall cause each other Releasing Party to agree, that neither

party nor any of the other Released Parties, shall have any liability (whether direct or indirect, in contract or tort, or otherwise) to the other party, to any other Released Party, or to any other Person for any Loss resulting from, arising out of, or relating to any of the matters contemplated by this Agreement, except (and in any event subject to the exclusions and limitations set forth in and other applicable provisions of this Section 24) only for any liability of a party to the other for Losses sustained by the other that result primarily and proximately from such party's Gross Negligence or willful or intentional misconduct or breach of this agreement. Each party hereby waives, and shall cause all other Releasing Parties to waive, all rights of recovery against the other and the other Released Parties for any and all Losses, claims, actions, and causes of action by virtue of damage to such party or such other Releasing Party or to their property or business resulting from operations or other activities arising in connection with this Agreement, except as otherwise expressly provided in this Section 24.

- ii. Acts or Omissions of Third Parties. Neither party shall in any event be responsible or liable for the acts or omissions of Persons hired by, or on behalf of, the other (even if such Persons are recommended or selected by such party).
- iii. Environmental Claims. Neither party assumes control of or undertakes any responsibility or liability for any facility or other real property or real estate of the other party or of any third party, or the condition thereof or equipment, products, or materials used, installed, dumped, stored, or otherwise present thereon or therein, including any condition or materials that may present a potential danger to public health, safety, or the environment or any other hazard. Each party shall retain, or delegate to a qualified third party, all responsibility for ensuring that no such danger or hazard exists or is created and compliance with all applicable Requirements of Law relating to health, safety, or the environment.
- iv. Company Not Liable for Services Outages. Except for the crediting to Reseller's account of any relevant credits received by Company from any underlying wireless network provider in respect of the provision of Services to Reseller's Subscribers, Company shall not in any event be liable to Reseller, or any other Person, for any damages (including special, incidental, and consequential damages) or other Losses resulting from, based upon, or arising out of any loss, destruction, degradation, failure, outage, loss of functionality, interruption, or deficiency in the quality or

reliability of Services, System, or other Telecommunications System, any of the subsystems or components of any thereof, or any Telecommunications Services or other service provided by any of the foregoing, even if such item or event results in whole or in part from fault or negligence (including Gross Negligence) on the part of the Company or any Person recommended or under the supervision or control of Company. To the extent permitted by law, Reseller agrees to enter into a Services Agreement with its Subscribers containing suitable agreements to effect the foregoing limitation of liability

- v. Risk of Loss. As between Company and Reseller, each party shall bear its own risk of loss, theft, or destruction of or damage to any equipment, products, materials, Facilities, or other real or personal property acquired or used in connection with any activities contemplated by this Agreement, other than any thereof resulting from the other party's Gross Negligence.
- vi. No Consequential Damages. **NOTWITHSTANDING ANY PROVISION OF THIS AGREEMENT, IN NO EVENT SHALL EITHER PARTY OR ANY OTHER RELEASED PARTY BE LIABLE, AS A RESULT OF THE PROVISION OF PRODUCTS OR SERVICES OR THE PERFORMANCE OR NONPERFORMANCE OF WORK OR OTHERWISE, FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, RELIANCE, OR SPECIAL DAMAGES SUFFERED BY ANY RELEASING PARTY OR ANY OTHER PERSON, REGARDLESS OF THE FORM OF ACTION OR PROCEEDING, WHETHER IN CONTRACT, WARRANTY, STRICT LIABILITY, TORT, OR OTHERWISE, INCLUDING NEGLIGENCE OF ANY KIND, AND REGARDLESS OF WHETHER COMPANY, RESELLER, OR ANY OTHER RELEASED PARTY KNEW OF THE POSSIBILITY THAT SUCH DAMAGES COULD RESULT.** This Paragraph 24.b.6 shall survive failure of an exclusive or limited remedy.
- vii. Aggregate Limit. **IN NO EVENT SHALL EITHER PARTY OR ANY OF THE OTHER RELEASED PARTIES BE LIABLE FOR OR WITH RESPECT TO ANY COSTS, EXPENSES, DAMAGES, CLAIMS, OR LOSSES WHATSOEVER, INCURRED BY ANY PERSON, ARISING OUT OF OR RELATED TO THIS AGREEMENT OR THE PERFORMANCE OR NONPERFORMANCE HEREOF IN AN**

AGGREGATE AMOUNT FOR ALL SUCH PERSONS IN EXCESS OF THE CUMULATIVE AGGREGATE SUM EQUAL TO THE LESSER OF 25% OF THE AMOUNT OF SUBSCRIBER PAYMENTS ACTUALLY RECEIVED BY RESELLER PURSUANT TO THIS AGREEMENT OR \$100,000, PROVIDED, HOWEVER, THAT THE FOREGOING LIMITATION SHALL NOT APPLY TO THE RECOVERY BY RESELLER FROM COMPANY OF (i) ANY AMOUNT OBTAINED BY COMPANY FROM THE UNDERLYING WIRELESS NETWORK PROVIDERS IN RESPECT OF THE PROVISION OF SERVICES TO RESELLER'S SUBSCRIBERS, OR (ii) THE AMOUNT OF RESELLER'S SECURITY, AND PROCEEDS THEREOF.

c. Indemnification; Control of Litigation.

- i. Indemnification. A party (the "Indemnitor") agrees to indemnify the other party and each Released Party (separately, and collectively the "Indemnatee") for, hold them harmless from, and defend them against any Loss incurred or suffered by such Indemnatee resulting from, based upon, arising out of, or in connection with (i) performance or nonperformance under this Agreement by the Indemnitor or any of its Affiliates or subcontractors, except where such Loss also arises directly, primarily, and proximately out of such Indemnatee's Gross Negligence or intentional wrongful actions, (ii) the Indemnitor's breach of any of its representations, warranties, covenants, or agreements contained in this Agreement, or (iii) any and all claims relating to or arising out of the performance of this Agreement of any third party with whom the Indemnitor has business or other relationships except where such Loss also arises directly, primarily, and proximately out of such Indemnatee's Gross Negligence or intentional wrongful actions.
- ii. Survival. All indemnification obligations under this Agreement shall survive the termination or expiration of this Agreement for any claim or cause of action that accrues during the term of this Agreement.
- iii. Notification. Any party asserting a right to indemnification under any provision of this Agreement (an "Indemnified Party") shall so notify the party or parties from whom indemnification is sought (the "Indemnifying Party") in writing, and shall give the Indemnifying Party such information with respect thereto as the Indemnifying Party

may reasonably request. The Indemnifying Party shall be entitled to control the defense or prosecution of such claim or demand in the name of the Indemnified Party, with counsel satisfactory to the Indemnified Party, if it notifies the Indemnified Party in writing of its intention to do so within 20 days of its receipt of such notice, without prejudice, however, to the right of the Indemnified Party to participate therein through counsel of its own choosing, which participation shall be at the Indemnified Party's expense unless the Indemnifying Party shall fail to defend or prosecute such claim or demand vigorously within a reasonable period of time.

- iv. Cooperation. The Parties shall cooperate in the prosecution or defense of such claim and shall furnish such records, information, and testimony and attend such conferences, discovery proceedings, hearings, trials, and appeals as may reasonably be requested in connection therewith. The Indemnifying Party may not, without the consent of the Indemnified Party, control the defense of any claim or action that involves any material risk of the sale, forfeiture, or loss of, or the creation of any lien (other than a judgment lien) on, any material property of the Indemnified Party or that could entail a risk of criminal liability to the Indemnified Party. The Indemnified Party shall have the right to control the defense and settlement of any such claim.
- v. Consent to Settlement. The Indemnified Party shall not settle or permit the settlement of any claim or action for which it is entitled to indemnification without the prior written consent of the Indemnifying Party (which shall not be unreasonably withheld), unless the Indemnifying Party was entitled to assume and conduct the defense of such claim or action pursuant to this Section 24.c. but failed to do so after the notice and in the manner provided in Section 24.c. or unless the Indemnified Party is entitled to control the defense and settlement of such claim or action.
- vi. Limits on Settlement. The Indemnifying Party may not, without the consent of the Indemnified Party, agree to any settlement that:
 - a. requires the Indemnified Party to make any payment that is not indemnified hereunder,
 - b. does not grant a general release to the Indemnified Party with respect to any such claim or action,

- c. involves the sale, forfeiture, or loss of, or the creation of any lien on, any material property of the Indemnified Party, or
 - d. would adversely affect any future liabilities of the Indemnified Party.
- vii. Reports on Status of Proceedings. The Indemnifying Party shall use reasonable efforts to keep the Indemnified Party reasonably apprised of the status of those aspects of such defense controlled by the Indemnifying Party and shall provide such information with respect thereto as the Indemnified Party may reasonably request.
- d. Corporate Obligations. Each party acknowledges and agrees that all obligations and liabilities of the other pursuant to or arising out of this Agreement, the provision of equipment or Services by or to either party are solely corporate obligations of such party, and no Affiliate of such party, nor any partner, stockholder, director, officer, employee, agent, or controlling Person of such party or any of its Affiliates or subcontractors shall be subject to any personal liability whatsoever to any Person, nor will any such claim be asserted (directly, derivatively, or otherwise) by or on behalf of either party.
- e. Insurance Recovery. Each party will look first to any insurance in its favor before making any claim against the other or any other Released Party for recovery resulting from injury to any Person, damage to any property, or any other event or condition arising from any cause, regardless of negligence or fault, and releases and waivers, and will cause each of its insurers to waive, its rights of recovery by subrogation against such party or any other Released Party.
- f. Negotiated Allocation of Risks. Each party acknowledges that (i) the parties are sophisticated commercial enterprises with relatively equal bargaining power, (ii) in the negotiation and preparation of this Agreement, each party has been represented by persons (including independent legal counsel) with substantial knowledge of the purposes and effects of, and substantial experience in negotiating indemnification, warranty, and risk-allocation provisions of contracts and agreements, (iii) the provisions of this Section 24 were the subject of active and complete negotiation and constitute an essential element of the benefit of the bargain reflected in this Agreement, (iv) such provisions set forth the bargained-for allocation of risk under this Agreement, (v) such party, with its own legal counsel and advisors, actively considered such provisions in determining the specific risks that it assumed in agreeing to its obligations under this Agreement and the price to be paid to the other party under this Agreement, and fully understands and

irrevocably accepts such provisions, and (vi) the Parties had meaningful choices with respect to such provisions, and such provisions are not unreasonably favorable or unfavorable to either party.

25. APPLICABLE LAW. All questions with respect to the construction of this Agreement and the rights and liabilities of the parties shall be governed in accordance with the laws of the State of Oklahoma, without giving effect to choice of law rules. This Agreement is considered to be performed in Washington County, Oklahoma and any cause of action or suit based upon or arising in connection with this Agreement must be filed in Washington County, Oklahoma.

26. ENTIRE AGREEMENT. This Agreement sets forth the entire agreement and understanding between the parties as to the subject matters covered therein and supersedes all prior agreements, oral or written, and other communications between the parties relating to the subject matter of this Agreement. Except as otherwise provided in this Agreement, no amendment or modification of this Agreement will be valid or binding upon the parties unless made in a single writing and signed by the duly authorized representatives of both parties.

27. WAIVER. The observance of any term of this Agreement may be waived (either generally or in a particular instance and either retroactively or prospectively) by the party entitled to enforce the term, but any waiver is effective only if in writing signed by the party against which the waiver is to be asserted. Except as otherwise provided in this Agreement, no failure or delay of any party in exercising any right under this Agreement will operate as a waiver thereof, nor will any single or partial exercise of any right, or any abandonment or discontinuance of steps to enforce the right, preclude any other or further exercise thereof or the exercise of any other right.

28. ASSIGNMENT. This Agreement may be freely assigned by Company to any successor of it or to any other firm or entity capable of performing its obligations hereunder. This Agreement has been entered into by Company in reliance upon the financial, business and personal reputation of Reseller and its management. Therefore, neither this Agreement, nor any right or obligation of Reseller shall be transferred, assigned or encumbered by Reseller without Company's prior written consent. This consent will not be unreasonably withheld, provided that the proposed transferee meets with the Company's approval and provided it agrees to execute the Company's then current form of this Agreement. Any purported transfer, assignment or encumbrance without such consent shall be void. Subject to the restrictions against assignment herein provided, this Agreement shall bind and inure to the benefit of the successors and assigns of the parties hereto.

29. NOTICE. Any notice or other written communication required or permitted to be given by this Agreement shall be deemed given when personally delivered or 3 business days after it has been mailed, and shall be delivered by personal delivery, by certified mail, or by reliable overnight carrier, and shall be addressed to the addresses listed below or such subsequent address as notified pursuant to this Section.

Company: Enhanced Communications Group, LLC

312 S. Delaware Ave

Bartlesville, OK 74003

Attn: Chief Executive Officer

With a copy to (which copy shall not constitute notice):

Reseller: Snail Mobile, LLC
12049 Jefferson Boulevard
Culver City, CA 90230
Attn: Jim Shun Tsai, President

With a copy to (which copy shall not constitute notice):

Lukas, LaFuria, Gutierrez & Sachs, LLP
8300 Greensboro Drive, Suite 1200
Tysons, VA 22101
Attn: Thomas Gutierrez, Senior Partner

30. SEVERABILITY. If any provision of this Agreement is determined to be invalid or unenforceable, the provision shall be deemed to be severable from the remainder of this Agreement and shall not cause the invalidity or unenforceability of the remainder of this Agreement.

31. REGULATORY COMPLIANCE. This Agreement shall be subject to all necessary approvals of local, state and federal regulatory agencies having jurisdiction over the provision of Services. If any provision of this Agreement does not comply with any law, ordinance or regulation of any regulatory authority, such provision shall to the extent possible be interpreted in such a manner as to comply with such law, ordinance or regulation, or if such interpretation is not possible, it shall be deemed amended to satisfy the minimum requirements thereof.

32. DISPUTE RESOLUTION. The parties will attempt in good faith to negotiate and resolve any disputes that may arise related to this Agreement. If the executive-level managers of the parties are unable to resolve a dispute within 30 days of the dispute being raised, then the parties will agree to mediation with a mutually agreed-upon mediator with the goal of reaching a binding settlement agreement. If any dispute has not been resolved by negotiation between the parties or by mediation as provided herein, then either party may seek relief from a court of competent jurisdiction, or, as an alternative, may submit the dispute for binding arbitration in accordance with the then current International Institute for Conflict Prevention and Resolution (CPR) Rules for Non-Administered Arbitration by three independent and impartial arbitrators, of whom each party shall appoint one. The arbitration shall be governed by the Federal Arbitration Act, 9 U.S.C. §§ 1-16 to the exclusion of state laws inconsistent therewith, and judgment upon the award rendered by the arbitrator(s) may be entered by any court having jurisdiction thereof. The place of arbitration shall be Washington County, Oklahoma if Reseller makes the demand for arbitration or Washington County, Oklahoma if Company makes the demand for arbitration, or such other location as shall be mutually agreeable to the Company and Reseller.

- a. Prior to the time at which arbitrators are appointed, either party may seek one or more temporary restraining orders in a court of

competent jurisdiction if necessary in order to preserve and protect the status quo. Neither the request for, nor grant or denial of, any such temporary restraining order shall be deemed a waiver of the obligation to arbitrate as set forth herein and the arbitrator may dissolve, continue or modify any such order. Any such temporary restraining order shall remain in effect until the first to occur of the expiration of the order in accordance with its terms or the dissolution thereof by the arbitrator.

- b. Except as required by law, the parties shall hold, and shall cause their respective officers, directors, employees, agents and other representatives to hold, the existence, content and result of mediation or arbitration in confidence in accordance with the provisions of Section 16 and except as may be required in order to enforce any award. Each of the parties shall request that any arbitrator comply with such confidentiality requirement.

33. SURVIVAL. The provisions of Sections 15, 16, 23 and 24 will indefinitely survive the termination or expiration of this Agreement, in addition to any other provision that by its content is intended to survive termination of this Agreement, such as provisions for post-Agreement Services to Subscribers.

34. HEADINGS. The Section and other headings contained in this Agreement are for reference purposes only and are not intended to describe, interpret, define, or limit the scope, extent, or intent of this Agreement or any provision of this Agreement.

35. WAIVER OF JURY TRIAL. EACH PARTY TO THIS AGREEMENT WAIVES ITS RESPECTIVE RIGHTS TO A TRIAL BY JURY OF ALL CLAIMS OR CAUSES OF ACTION (INCLUDING COUNTERCLAIMS) RELATED TO OR ARISING OUT OF THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED BY THIS AGREEMENT BROUGHT BY ANY PARTY AGAINST ANY OTHER PARTY. THIS WAIVER APPLIES TO ALL SUBSEQUENT AMENDMENTS OF THIS AGREEMENT.

36. COUNTERPART EXECUTION. This Agreement may be executed in any number of counterparts with the same effect as if each party had signed the same document. All counterparts will be construed together and will constitute one agreement.

37. PARTIES IN INTEREST; LIMITATION ON RIGHTS OF OTHERS. Except as otherwise provided in this Agreement, this Agreement is binding upon and inures to the benefit of the parties hereto and their permitted successors and assigns. Nothing in this Agreement, whether express or implied, will be construed to give any person other than the parties any legal or equitable right, remedy or claim under or in respect of this Agreement or any covenants, conditions, or provisions contained in this Agreement.

38. PRESS RELEASES. All media releases and public announcements or disclosures by either party relating to this Agreement, its subject matter or the purpose of this Agreement are to be coordinated with and consented to by the other party in writing prior to the release thereof.

39. COMPLIANCE WITH LAWS. Each party represents and warrants that its performance under this Agreement will be in compliance with all applicable material federal, state, county and local laws, rules, regulations and orders that apply to it, its operations and facilities and Reseller shall provide a copy of if Federal Universal Service Fund Contributor Certification in the form as set forth in Exhibit F.

40. RULES OF CONSTRUCTION. This Agreement is to be interpreted in accordance with the following rules of construction:

- a. Number and Gender. All definitions of terms apply equally to both the singular and plural forms of the terms defined. Whenever the context may require, any pronoun shall include the corresponding masculine, feminine, and neuter forms.
- b. Including; Herein; Etc. The words "include," "includes," and "including" are deemed to be followed by the phrase "without limitation." The words "herein," "hereof," and "hereunder" and words of similar import refer to this Agreement (including all Exhibits) in its entirety and are not limited to any part hereof, unless the context shall otherwise require. The word "or" is not exclusive and means "and/or."
- c. Subdivisions and Attachments. All references in this Agreement to Sections, paragraphs, clauses, and Exhibits are, respectively, references to Sections, paragraphs, and clauses of, and Exhibits attached to, this Agreement, unless otherwise specified.
- d. References to Documents and Laws. All references to this Agreement or any Exhibit hereto are to it as amended, modified, and supplemented from time to time in accordance with the terms of this Agreement. All references to (i) any other agreement or instrument or (ii) any Requirement of Law, applicable permit, or other statute, law, or regulation, permit, license, or similar item are to it as amended and supplemented from time to time (and, in the case of a statute, law or regulation, to any corresponding provisions of successor statutes, laws, or regulations), unless otherwise specified.
- e. Technical Standards. Any reference in this Agreement, or any other document or item prepared or delivered pursuant to or in connection with this Agreement, to standard specifications, manuals, or codes of any technical society, organization, or association or Governmental Authority ("Technical Standards"), whether such reference is specific or by implication, shall, unless otherwise expressly provided in the document or item containing the reference, mean the latest standard specification, manual, or code in effect at the time of such reference; however, (i) no provision of any reference standard, specification, manual, or code (whether or not specifically incorporated by reference in this Agreement) will be effective to change the duties and responsibilities of Reseller,

Company, or any of their respective subcontractors, contractors, consultants, agents, or employees from those set forth in this Agreement, and (ii) nothing contained in this Agreement will require either party to violate then existing and enforceable applicable Requirements of Law.

- f. References to Days. Any reference in this Agreement to a "day" or number of "days" (without the explicit qualification "Business") is a reference to a calendar day or number of calendar days. If any action or notice is to be taken or given on or by a particular calendar day, and such calendar day is not a Business Day, then such action or notice may be taken or given on the next Business Day.
- g. Examples. If, in any provision of this Agreement any example is given (through the use of the words "such as," "for example," "e.g.," or otherwise) of the meaning, intent, or operation of any provision of this Agreement, such example is intended to be illustrative only and not exclusive.
- h. Ambiguities. This Agreement is the product of negotiation by both parties hereto and shall be deemed to have been drafted by both parties hereto. This Agreement shall be construed in accordance with the fair meaning of its provisions and its language shall not be strictly construed against, nor shall ambiguities be resolved against, either party.

41. DEFINED TERMS. As used in the Agreement (including the Exhibits hereto), the following terms shall have the meanings specified:

"Affiliate" shall be defined as a person, association, partnership, corporation or joint-stock company, trust, or other business entity, however organized, which directly or indirectly, through one or more intermediaries, controls, is controlled by, or is under common control with, the person or entity. "Control" shall be defined as (i) ownership of 50% or more of the voting power of all classes of voting stock, or (ii) ownership of 50% or more of the beneficial interests in income and capital of an entity other than a corporation.

"Agreement" shall be defined as in the first paragraph of this Agreement.

"Automatic Clearing House" or "ACH" shall be defined as in Section 10.g.i.a

"Bill Cycle Date" shall be defined as the fixed day each month when Billing Services are performed by Company. Reseller may choose to have more than one Bill Cycle Date. Each Bill Cycle Date will be jointly determined by Company and Reseller. Each Subscriber will have only one Bill Cycle Date. If Reseller elects to have only one Bill Cycle Date, then all Subscribers will be assigned

to that Bill Cycle Date. If Reseller chooses to have more than one Bill Cycle Date, then Reseller shall be responsible for assigning each Subscriber to the appropriate Bill Cycle Date of its choosing.

"Billing Services" shall be defined as in Section 10.c.

"Business Day" shall mean any day other than a Saturday, a Sunday, or a day on which banking institutions in Wichita Falls, Texas are closed.

"Certified EVDO-Capable" shall mean Subscriber Equipment (as defined in Section 5) that has been certified via Verizon's Open Development process and whose ESN's, MEIDs or IMEI's have been properly loaded into Verizon's Device Management Database.

"Cloning Fraud" shall be defined as in Section 8.b.

"Company" shall be defined as in the first paragraph of this Agreement. "Days" shall be defined as in Section 41.f.

"Device Management Database" shall be defined as Verizon's proprietary database used to control or manage the validity of Certified EVDO-Capable devices.

"Due Date" shall be defined as in Section 10.g.i.a.

"Effective Date" shall be defined as in the first paragraph of this Agreement. "Electronic Billing and Record" or "EBR" shall be defined as in Section 10.c. "ESN" shall be defined as in Section 8.b.

"Extension Term" shall be defined as in Section 2.

"Fraudulent calls made using Reseller's MDNs" shall be defined as in Section 8.b.

"Governmental Authority" shall be defined as any federal, state, county, city, or other political subdivision thereof, and any court, panel, judge, board, bureau, commission, agency, or other entity, body, or other Person exercising executive, legislative, judicial, regulatory, or administrative functions of or pertaining to government.

"Gross Negligence" shall be defined as the failure to perform a manifest duty in reckless disregard of the safety of persons or the prevention of damage to property. For purposes of this Agreement, no loss, cost, expense, damages, liability, or other item shall be deemed to have resulted from the Gross Negligence of any Person (including Company or Reseller or their respective Affiliates, subcontractors, officers, directors, employees, or agents or the officers, directors, employees, or agents of such Affiliates and

subcontractors) unless or until such loss, cost, expense, damages, liability, or other item is finally determined (i) by judgment of a court of competent jurisdiction (not subject to further appeal) or (ii) by a final arbitral decision in accordance with this Agreement to have been caused solely and directly by such Person's Gross Negligence.

"IMEI" shall be defined as the International Mobile Station Equipment Identity.

"Indemnified Party" shall be defined as in Section 24.c.iii).

"Indemnifying Party" shall be defined as in Section 24.c.iii).

"Initial Term" shall be defined as in Section 2.

"Letter of Credit" shall be defined as in Section 11.b.

"Loss" or "Losses" shall be defined as any and all claims, demands, actions, suits, proceedings, counteractions, causes of action, investigations, damages, losses, liabilities, fines, penalties, settlement payments, indemnification and contribution payments, costs and expenses, including attorneys' fees and disbursements and costs and expenses of investigation, defense and settlement of claims, demands, actions, suits, proceedings, counteractions, causes of action and investigations and appeal of decisions or judgments rendered therein or with respect thereto. Without limiting the generality of the foregoing, for purposes of any provision of this Agreement pursuant to which Company or any Released Party is entitled to indemnification from Reseller, the "Losses" sustained by Company or another Released Party resulting from, based upon, or arising out of or in connection with any matter, event, fact, or circumstance referred to in such provision of this Agreement would include amounts paid or payable by Company or such other Released Party to any subcontractor pursuant to indemnification, penalty, liquidated damages, or similar provisions of an applicable subcontract under indemnification directly or indirectly as a result or consequence of such matter, event, fact, or circumstances.

"Message" shall be defined as anything falling within clauses (a) to (e) in the definition of "Telecommunication System."

"MDN" shall be defined as in Section 8.b.

"MEID" shall be defined as Mobile Equipment Identifier.

"Mobile Virtual Network Operator" or "MVNO" shall be defined as a wireless service provider who provides wireless voice and data services to end users in certain geographic areas throughout the

United States utilizing an underlying facilities-based wireless service provider's network.

"Open Development" shall be defined as Verizon Wireless' management system to develop and certify devices for use on the Verizon Wireless network.

"On Line Bill Presentment Service" shall be defined as in Section 10.f.

"Person" shall be defined as any individual, corporation, limited liability company, general or limited partnership, joint venture, association, joint stock company, trust, unincorporated business or organization, government or agency or political subdivision thereof, or other entity, whether acting in an individual, fiduciary, or other capacity.

"Post Pay Due Date" shall be defined as in Section 10.f.1.a "Post Pay Service" shall be defined as service paid for in arrears. "Prepaid Due Date" shall be as defined in Section 10.f.1.b. "Prepaid Service" shall be defined as services paid for in advance.

"Promotion" shall be defined as pricing available for a limited time only, with an expiration date, or for similar limited duration.

"Proprietary Information" shall be defined as in Section 17.a.

"Released Parties" shall be defined as a party and its successors and permitted assigns, each Subcontractor of Reseller and subcontractor of Company and its successors and assigns under any subcontract under which work has been or is to be provided, each Affiliate of any of the foregoing Persons and each partner, stockholder, director, officer, employee, agent, or representative of any of the foregoing.

"Releasing Party" shall be defined as a party, each Affiliate of a party, each subcontractor of a party, each partner, stockholder, member, director, officer, employee, agent, or representative of any of the foregoing, and each of the respective successors, assigns, heirs, and legal representatives of any of the foregoing.

"Requirements of Law" shall be defined, as to any Person, all laws, rules, regulations, judgments, injunctions, standards, codes, limitations, restrictions, conditions, prohibitions, notices, demands, or other requirements or determinations of a court or other Governmental Authority or an arbitrator, applicable to or binding upon such Person, any of its property, or any business conducted by it or to which such Person, any of its property or any business conducted by it is subject.

“Reseller” shall be defined as Snail Mobile, LLC.

“Roaming” shall be defined as any wireless telecommunication service that does not use the wireless service provider’s network with whom Company has reached an agreement to obtain service pursuant to a resale or MVNO agreement to provide service to subscribers.

“Sales Literature” shall be defined as in Section 14.

“Security” shall be defined in the form of a Letter of Credit or in a cash deposit held by Company as set forth in Section 11.

“Subscriber” shall be defined as in Background paragraph A. “Subscriber Equipment” shall be defined as in Section 5.

“System” shall be defined as the wireless operating network of the wireless network service provider utilized by the Company.”

“Technical Standards” shall be defined as in Section 40.e.

“Telecommunications Service” shall be defined as services consisting of (i) the transmission, distribution, broadcast, conveyance, or reception of Messages over a Telecommunications System, (ii) making available a Telecommunications System or a part thereof, access thereto, or use thereof for the purpose of the transmission, distribution, broadcast, conveyance, or reception of or access to Messages, or (iii) providing programming, content, or other Messages through a Telecommunications System, including any services that are described in, or equivalent to any described in, the definitions of the terms “telecommunications services” and “information services” in the Communications Act of 1934, as amended, and any other services that would be subject to the jurisdiction of the Federal Communications Commission.

“Telecommunication System” shall be defined as a system or network for the conveyance, through the agency of electric, magnetic, electro-magnetic, electrochemical, or electro-mechanical energy, of (a) speech, music, and other sounds; (b) visual images; (c) data; (d) signals serving for the importation (whether as between Persons and Persons, things and things, or Persons and things) of any matter otherwise than in the form of sound or visual images; or (e) signals serving for the actuation or control of machinery or apparatus.

“Term” shall be defined as in Section 2.

“Trademarks” shall be defined as in paragraph 19. “Transshipping” shall be defined as in Section 13.

THIS AGREEMENT SHALL NOT BE EFFECTIVE UNLESS ALL EXHIBITS ARE ATTACHED AND INITIALED BY Reseller AND THE CHIEF EXECUTIVE OFFICER OF COMPANY.

IN WITNESS WHEREOF, the parties hereto have entered into this Agreement as of the date and year first above written.

Enhanced Communications Group LLC

Snail Mobile, LLC

By: _____

By:  _____

Jim Shun Tsai, President

Exhibit A

Rates

See Schedule A.

Exhibit B

ACH Agreement

TO BE PROVIDED UPON COMMENCEMENT OF COMMERCIAL OPERATIONS.

Exhibit C

CPNI Confidentiality Agreement

TO BE PROVIDED UPON COMMENCEMENT OF COMMERCIAL OPERATIONS.

Exhibit D

IRREVOCABLE STANDBY LETTER OF CREDIT

**DNA – CASH SECURITY DEPOSIT PROVIDED UPON COMMENCEMENT OF
COMEERICAL OPERATIONS.**

EXHIBIT E

RESALE CERTIFICATE

**Resale Agreement
between**

**Snail Mobile, LLC
and**

Enhanced Communications Group, LLC

TABLE OF CONTENTS

	<u>Page</u>
Background	Error! Bookmark not defined.
Operative Terms	Error! Bookmark not defined.
1. AUTHORIZATION	2
2. TERM	2
3. RESERVED	2
4. RESELLER STAFF	2
5. SUBSCRIBER EQUIPMENT	2
6. SERVICES AVAILABILITY	2
a. Services Availability	2
b. Highly Concentrated Usage.....	2
c. Acknowledgement of Services Gaps	2
d. Interference.....	2
7. RATES	2
a. Changes in Rates and the Services	2
b. Rates	2
c. Bundling	2
8. RESPONSIBILITY FOR FRAUDULENT ACTIVITY.....	2
a. Subscription Fraud	2
b. System Fraud	2
9. TERMINATION OF SUBSCRIBERS	2
10. HANDLING OF SUBSCRIBER	2
a. Control of Subscriber	2
b. Sale of Subscriber.....	2
c. Billing Services	2
d. Additional Services Fees	2
e. On Line Bill Presentment Service	2
f. Invoices	2
g. Late Payments	2
h. Disputes	2
i. Company and Reseller must comply with the Federal Communications Commission's ("FCC") Customer Proprietary Network Information ("CPNI") rules and protect the confidentiality of CPNI.....	2
11. SECURITY	2
a. Security Amount.....	2
b. Letter of Credit	2
c. Cash Deposits	2
12. TRANSSHIPPING	2
13. SALES LITERATURE	2
14. INSPECTIONS: BOOKS, RECORDS AND FACILITIES	2
15. INDEPENDENT CONTRACTOR RELATIONSHIP	2
16. CONFIDENTIAL AND PROPRIETARY INFORMATION.....	2
a. Restriction	2
b. Care	2
c. Return	2

	d.	Limitation	2
	e.	Relief	2
	f.	No Mandatory Disclosure	2
17.		RESELLER'S OTHER OBLIGATIONS	2
	a.	Approval of Advertising and Press Releases	2
	b.	Taxes and Expenses.....	2
	c.	Customer Care	2
18.		SPRINT PCS TRADEMARKS AND COPYRIGHTS	2
19.		SPRINT SPECTRUM, L.P.	2
20.		TERMINATION OR MODIFICATION	2
	a.	Breach of Agreement by Either Party	2
	b.	Bankruptcy or Cessation of Business	2
	c.	Sale of Subscribers	2
	d.	Failure to Pay.....	2
	e.	Miscellaneous	2
	f.	Loss of FCC License	2
	g.	Effect of Termination	2
21.		INSURANCE	2
22.		RIGHTS AND OBLIGATIONS UPON TERMINATION OR EXPIRATION	2
23.		FORCE MAJEURE.....	2
24.		LIMITATION OF LIABILITY; INDEMNIFICATION; RISK MANAGEMENT	2
	a.	Exclusion of Warranties	2
	b.	Limitations on Liability	2
	c.	Indemnification; Control of Litigation	2
	d.	Corporate Obligations	2
	e.	Insurance Recovery	2
	f.	Negotiated Allocation of Risks	2
25.		APPLICABLE LAW	2
26.		ENTIRE AGREEMENT	2
27.		WAIVER	2
28.		ASSIGNMENT	2
29.		NOTICE	2
30.		SEVERABILITY	2
31.		REGULATORY COMPLIANCE.....	2
32.		DISPUTE RESOLUTION	2
33.		SURVIVAL.....	2
34.		HEADINGS.....	2
35.		WAIVER OF JURY TRIAL	2
36.		COUNTERPART EXECUTION	2
37.		PARTIES IN INTEREST; LIMITATION ON RIGHTS OF OTHERS	2
38.		PRESS RELEASES	2
39.		COMPLIANCE WITH LAWS	2
40.		RULES OF CONSTRUCTION	2
	a.	Number and Gender	2
	b.	Including; Herein; Etc	2
	c.	Subdivisions and Attachments	2
	d.	References to Documents and Laws	2
	e.	Technical Standards	2
	f.	References to Days	2

	g.	Examples	2
	h.	Ambiguities	2
41.		DEFINED TERMS.....	2

MODEL RESALE AGREEMENT

THIS AGREEMENT ("Agreement") is entered into on this 22nd day of August, 2014, (the "Effective Date") by and between Enhanced Communications Group, LLC, a Delaware limited liability company having a business office and address at 312 S. Delaware Ave., Bartlesville, OK 74003 ("Company"), and Snail Mobile, LLC, a California Limited Liability Company, ("Reseller"), whose principal business address is 12049 Jefferson Boulevard, Culver City, CA 90230.

Background

A. Company is a Mobile Virtual Network Enabler ("MVNE") who provides wireless voice and data services (the "Services") directly or indirectly to resellers and Mobile Virtual Network Operators ("MVNOs") in certain geographic areas throughout the United States for resale to their end users (the "Subscribers"). For purposes of this Agreement, Subscribers only includes subscribers enrolled by Reseller with the Company using the Company's Services;

B. Company has made appropriate contractual arrangements for the utilization of other wireless carriers' nationwide networks (the "System"), and Reseller desires to contract with Company for access to the System to resell the Services;

C. Reseller will brand the wireless services provided by Company utilizing Reseller's own brand name.

NOW THEREFORE, in consideration of the mutual agreements contained herein, the parties hereto agree as follows:

Operative Terms

1. AUTHORIZATION. Company hereby authorizes Reseller to solicit subscriptions for Service on the System subject to the terms and conditions of this Agreement. Reseller hereby accepts such authorization upon the terms and conditions contained in this Agreement. Reseller and Company will be governed in all of its dealing with the public and with respect to this Agreement by the highest standards of honesty, integrity and fair dealing.

2. TERM. As of the Effective Date and subject to the terms and conditions set forth herein, this Agreement shall commence and shall continue in full force and effect for three (3) years ("the Initial Term"). This Agreement shall automatically renew for additional periods ("Extension Term") of one (1) year each, provided that neither party is then in default hereunder. Each party's option to extend this Agreement shall be deemed automatically exercised without any action by either party, unless one party gives notice to the other of its decision not to extend this Agreement at least one-hundred twenty (120) days prior to the expiration of the then current term. The Initial term plus any Extension shall be the "Term" of this Agreement. This Agreement will automatically terminate in the event that the Company's agreements with the underlying network service providers terminate.

3. RESERVED.

4. RESELLER STAFF. Staff employed or contracted by Reseller to perform services for Reseller are not employees or agents of Company or the underlying wireless network

service providers, and Reseller assumes full responsibility and liability for its staff's acts and omissions, including compliance by its staff with this Agreement, applicable federal, state and local laws, regulations, and judicial or regulatory orders, and relevant industry standards. All staff will be employed or contracted by Reseller at Reseller's sole expense, and Reseller will be solely responsible for all employment benefits and withholding issues, including workers' compensation, disability benefits, unemployment insurance, or withholding income taxes and social security.

5. SUBSCRIBER EQUIPMENT. Reseller understands and acknowledges that Subscribers shall be entitled to access the Services only by using digital mobile radio units that have been authorized by the underlying wireless network service providers ("Subscriber Equipment"). Without exception, all Subscriber Equipment accessing the underlying wireless network of Verizon must be: (1) Certified EVDO-Capable; and (2) approved by the Open Development process. Reseller acknowledges that from time to time there may be shortages of Subscriber Equipment sufficient to meet commercially reasonable requirements of Reseller's business. Reseller shall not have a cause of action, whether in contract, tort, warranty, strict liability, or otherwise, based in whole or part on the unavailability to it of Subscriber Equipment. Reseller shall be permitted to purchase Subscriber Equipment from suppliers other than Company.

6. SERVICES AVAILABILITY.

- a. Services Availability. Reseller acknowledges and agrees as follows:
 - i. Services are available to compatible and authorized Subscriber Equipment, as defined in Section 5, within operating range of the wireless network;
 - ii. Services may be temporarily refused, interrupted, curtailed or otherwise limited because of transmission limitations caused by any factor, including atmospheric, environmental or topographical conditions, System, facilities limitations or constraints, or System, facilities changes, modifications, updates, relocations, repairs, maintenance or other similar activities necessary for the proper or improved operation of the facilities.
- b. Highly Concentrated Usage. If Reseller or Reseller's Subscribers create situations that cause highly concentrated usage in limited areas on the System, Reseller and its Subscribers may encounter temporary capacity-constraint-related symptoms, such as excessive call blocking or call dropping. Except for passing through any adjustment for service outages as Company might receive from its underlying wireless network service providers, Company is not liable to Reseller or its Subscribers with respect to any claim or damage related to or arising out of or in connection with (i) any such temporary capacity constraint, (ii) any coverage gap or (iii) any temporary Services refusal, interruption, curtailment or other limitation. Reseller may notify Company of anticipated highly concentrated usage by Subscribers in a particular area on the

System, including any anticipated temporary-capacity-constraint-related symptoms. Upon receipt of Reseller's notice, Company may request that underlying wireless network service providers address the constraint, but Reseller acknowledges that such action is within the underlying wireless network service provider's sole discretion.

- c. Acknowledgement of Services Gaps. Reseller acknowledges that Services will not be available on a ubiquitous basis across the United States. Accordingly, Reseller agrees that Company does not warrant or guarantee any present or future Services availability in any location. Reseller further agrees that it shall have no cause of action of any sort, whether in contract, warranty, strict liability, tort, or otherwise, based in whole or part on gaps in service.
- d. Interference. Reseller's agents, subcontractors, employees, representatives, and Subscribers may not interfere with the System or the Services in a way as to impair the quality of service provided to Subscribers or other end users of the wireless network. Notwithstanding this prohibition, upon discovery of the interference by either Company or Reseller, the party discovering the interference will promptly notify the other party, and Reseller will promptly order any agent, subcontractor, employee, representative under its control, or Subscriber to cease the act(s) constituting the interference. Company, concurrent with notice to Reseller, may terminate the Services to the Subscriber and may require Reseller to take appropriate action to eliminate the use or interference by the agent, subcontractor, employee, representative or Subscriber.

7. RATES.

- a. Changes in Rates and the Services. Reseller's Subscriber rates are ultimately determined and set solely by the Reseller in its sole discretion. Nevertheless, Reseller acknowledges that wireless service offerings are competitive in nature and that it will be necessary for Reseller and Company to work together to derive competitive offerings and service plans.
- b. Rates. Company's current wholesale rates, charges, and fees are referenced in the Company Schedule of Costs attached as Schedule A. The parties agree that Schedule A represents current pricing and is subject to change since the underlying wireless network services provider may adjust pricing from time to time. The parties agree that it shall not be necessary for the parties to continually amend this Agreement to reflect changes to Schedule A. All new pricing shall be set forth in writing.
- c. Bundling. Reseller may bundle the Services with that of Reseller's other services.

8. RESPONSIBILITY FOR FRAUDULENT ACTIVITY.

- a. Subscription Fraud. Reseller will be solely responsible for subscription-fraud losses incurred with respect to Subscribers enrolled by Reseller, including all costs and procedures associated with subscriber fraud, including, but not limited to, subscription fraud, usage on lost or stolen handsets that Reseller fails to deactivate, or fraud occurring in connection with Reseller's agents, employees or representatives, such as employee-related theft.

- b. System Fraud.

Sprint Network. Company shall be responsible for network fraud occurring on the Sprint network. Company will monitor, detect and identify using its customary and ordinary procedures in conjunction with the fraud detection services fraudulent calls made on the wireless network using Reseller's mobile identification telephone numbers ("MDNs"). The term "fraudulent calls made using Reseller's MDNs" mean calls associated with the loading by an unrelated and independent third party of an MDN or electronic serial number ("ESN") combination onto a wireless device to use the Services ("Cloning Fraud"). Company makes no guarantee that any or all Cloning Fraud will be detected. Company will notify Reseller (electronically, orally or in writing, as Company in its sole discretion deems appropriate) of the detection by Company of suspected or definitive Cloning Fraud. Company will determine, in its sole discretion, whether an incident of Cloning Fraud is suspected or definitive, without liability to Reseller. Company will inform Reseller of any action that Company takes concerning Cloning Fraud. Notwithstanding the foregoing, Cloning Fraud occurring as a result of fraudulent actions of Reseller's agents, employees or representatives is Reseller's responsibility, and Reseller shall pay for all costs and procedures associated therewith.

Verizon Wireless Network. Reseller acknowledges that Verizon Wireless requires Company to bear responsibility for network fraud occurring on the Verizon Wireless network related to Company's resellers. Company has no ability to prevent network fraud on the Verizon Wireless network. Company only has the ability to monitor, detect and identify using its customary and ordinary procedures in conjunction with the fraud detection services and the Verizon Wireless Fraud Detection System ("FDS") utilized by Verizon Wireless to determine if fraudulent calls are made on the Verizon Wireless network using Reseller's mobile identification telephone numbers ("MDNs"). The term "fraudulent calls made using Reseller's MDNs" mean calls associated with the loading by an unrelated and independent third party of an MDN or electronic serial number ("ESN") combination onto a wireless device to use the Services ("Cloning

Fraud"). Company makes no guarantee that any or all Cloning Fraud will be detected. Company will notify Reseller (electronically, orally or in writing, as Company in its sole discretion deems appropriate) of the detection by Company of suspected or definitive Cloning Fraud related to MDNs assigned to Reseller. Verizon Wireless will determine, in its sole discretion, whether an incident of Cloning Fraud is suspected or definitive. Regardless of whether the Cloning Fraud is detected or not, Reseller is responsible for all Cloning Fraud that occurs on the Verizon Wireless network related to MDNs assigned to Reseller. Company will provide documentation as to any costs incurred from Verizon Wireless due to Cloning Fraud related to MDNs assigned to Reseller occurring on the Verizon Wireless network and all such charges incurred by Company from Verizon Wireless will be passed through to Reseller. Company will inform Reseller of any action that Verizon Wireless takes concerning Cloning Fraud related to MDNs assigned to Reseller. Notwithstanding the foregoing, Cloning Fraud occurring as a result of fraudulent actions of Reseller's agents, employees or representatives is a breach of this Agreement.

9. TERMINATION OF SUBSCRIBERS. A Subscriber shall cease to be a Subscriber when the ESN and MDN are no longer active on the System. Reseller shall, in its sole discretion, determine when to terminate Subscriber for nonpayment. Except as provided in paragraph 8.b. above, Reseller shall be responsible for all charges incurred by Subscriber and shall submit payment to Company in a timely manner as set forth in Section 10.

10. HANDLING OF SUBSCRIBER.

- a. Control of Subscriber. The subscription relationship shall be between Subscriber and Reseller. Reseller acknowledges that Company shall have the right to determine whether to discontinue Services to Reseller due to loss of Services from the underlying wireless network service provider and that such discontinuance of Services will impact Reseller's ability to serve its Subscribers. Reseller, in its sole discretion, may discontinue Service to any Subscriber for nonpayment pursuant to Section 10 or for any other nondiscriminatory reason.
- b. Sale of Subscriber. With respect to Services provided utilizing the underlying wireless network of Sprint PCS, Company and Reseller will jointly determine if the Subscribers should be offered for sale. The terms and conditions to effectuate the sale of Subscribers utilizing the underlying wireless network of Sprint PCS shall be negotiated and entered into under a separate agreement.
- c. Billing Services. Reseller shall directly bill Subscribers enrolled by Reseller via the Company's back office infrastructure and/or a Company approved third party infrastructure. Company will provide Reseller via its back office platform with billing data in

electronic format ("Electronic Billing and Record" or "EBR") after each Bill Cycle Date. All billed charges (per call or event) that result in fractional cents may be rounded up to the next whole cent. Company will bill Reseller on a prepaid and/or postpaid basis according to 10.c.i.

- i. Company will provide Reseller and Reseller's authorized agents access to Company's back office infrastructure. Company will process all of Reseller's customer monthly access charges, airtime overage minutes, roaming/roaming long distance, international long distance, directory assistance charges, SMS text messaging, data calls and all other ancillary service charges noted in Exhibit A.
 - a. Company will also process, under the Reseller's private label, all of Resellers customer invoices and use either Reseller's printing and mailing vendor or Company's printing and mailing vendor to directly bill Reseller's customer. All printing and mailing costs will be the responsibility of the Reseller.
 - b. Company will provide Reseller, at Reseller's request with monthly bill cycle billing data in the Company standard formats to be further processed by Reseller.
- d. Additional Services Fees. Company shall pass through any additional service fees billed to Company by the underlying wireless network service provider.
- e. On Line Bill Presentment Service. Company will provide an optional On-Line Bill Presentment Service at no additional charge, which Reseller may choose to offer its Subscribers. On-Line Bill Presentment will utilize a proprietary interface between Reseller's web site and Company's back office support. Reseller will have access to the Company hosted and generic end-user self-care portal. Reseller may issue a Statement of Work ("SOW") to Company to further customize or re-brand the On-Line Bill Presentment Service. Company will review the SOW and develop pricing for the customization requested by Reseller. Upon mutual consent of any additional terms and conditions, Company and Reseller will proceed with the customization.
- f. Invoices. Company shall bill Reseller as set forth below.
 - i. Company Wholesale Invoicing to Reseller.
 - a. Wholesale Post Pay Invoicing. After each Bill Cycle Date, Company will provide to Reseller invoices of the charges incurred or to be incurred by Subscribers including, but not limited to the Subscribers'

monthly rate plan amount. Reseller expressly acknowledges (i) that some charges incurred in a billing cycle may not appear on the invoice, EBR or other billing record for that billing cycle, and (ii) that those charges may appear on subsequent invoices, EBRs or other billing records. Reseller will be liable to Company for those charges and will pay them in accordance with this Section. Payment for each invoice is due ("Post Pay Due Date") within 20 days of the Bill Cycle date by Wire Transfer or Automatic Clearing House ("ACH"). If Reseller chooses this ACH option then Exhibit B must be completed and signed with the appropriate banking information. Reseller has the option to authorize the Company to automatically debit the Reseller's bank account on the Post Pay Due Date. If the Reseller chooses this option then Exhibit B must be completed and signed with the appropriate banking information. Reseller will incur a \$75.00 transaction fee if Reseller does not remit payment electronically. If an invoice, EBR or other billing record is not received by Reseller within 10 days after the customary billing cycle cut-off date established by previous transmittals, Reseller will provide notice thereof to Company. If Reseller does not receive an invoice or EBR or other billing record and fails to notify Company, the Post Pay Due Date will be 15 days following the normal monthly billing cycle cut-off date established by previous submittals. **Reseller shall not set off or withhold any amount from Company, including, without limitation, any disputed items.** An invoice will be deemed paid when Company receives the ACH or wire transfer at the location designated by Company. *The parties agree that time is of the essence with respect to payment of all invoices by their respective due dates.* Company may, in its sole discretion, modify, change or update the invoice content and format or the billing cycle with 30-days prior written notice to Reseller.

- b. Payment - Reseller shall remit to Company for deposit on Friday of each week an Estimated Payment by Wire Transfer. The Estimated Payment will be calculated as follows (i) the Company shall estimate an average monthly wholesale bill using the previous three months at the beginning of the new calendar month; (ii) Company shall then inform the Reseller via electronic mail of the expected weekly payments to equal one-eighth of the estimated

monthly wholesale average. Company shall apply all Estimated Payments to final Monthly True Up as further defined in the following section 10.f.i.b.i.

- i. Monthly True Up. Each billing cycle and invoices as described in Section 10.f.i.a shall have all Estimated Payments applied and any short fall shall be calculated at the beginning of the new calendar month and due within 10 days.
 - ii. Intra-Month Estimated Payment Adjustment. An intra-month estimated payment adjustment may be necessary in the event the Reseller experiences either material growth or churn that may lead to a Monthly True Up amount plus or minus fifty-thousand US dollars (\$50,000.00). Company will notify Reseller and provide three (3) business days' notice of any adjustments to minimize the Monthly True Up.
- c. Wholesale Pre Paid Invoicing. Company will provide to Reseller daily invoices of the charges incurred or to be incurred by Subscribers including, but not limited to the Subscribers' monthly or daily rate plan amount. Reseller expressly acknowledges (i) that some charges incurred in the daily billing cycle may not appear on the daily invoice, EBR or other billing record for that daily billing cycle, and (ii) that those charges may appear on subsequent invoices, EBRs or other billing records. Reseller will be liable to Company for those charges and will pay them in accordance with this Section. Payment for each invoice is due within 2 days of the daily invoice date ("Prepaid Due Date") by Wire Transfer or Automatic Clearing House ("ACH"). Reseller will authorize the Company to automatically debit the Reseller's bank account on each Prepaid Due Date. The Reseller must execute Exhibit B and complete and sign with the appropriate banking information. Reseller must remit payments electronically. **Reseller shall not set off or withhold any amount from Company, including, without limitation, any disputed items.** An invoice will be deemed paid when Company receives the ACH or wire transfer at the location designated by Company. *The parties agree that time is of the essence with respect to payment of all invoices by*

their respective due dates. Company may, in its sole discretion, modify, change or update the invoice content and format or the billing cycle with 30-days prior written notice to Reseller.

- g. Late Payments. For amounts not paid by the Due Date, Reseller will pay a late-payment charge at the rate of 2% per month or any portion thereof, or the maximum rate allowed by law if a higher rate is permitted.
- h. Disputes. Reseller may not dispute amounts aggregating less than \$1,000 on one or more invoices during a single billing cycle. Reseller shall notify Company of disputes within 50 days of the Due Date. If Reseller could not have discovered a dispute until after this 50-day period, it shall notify Company of such dispute within 20 days of discovery, and in any event, not later than 170 days after the Due Date.
- i. Company and Reseller must comply with the Federal Communications Commission's ("FCC") Customer Proprietary Network Information ("CPNI") rules and protect the confidentiality of CPNI. CPNI is defined by the FCC as information that relates to the quantity, technical configuration, type, destination and amount of use of a Telecommunications Service subscribed to by any customer of a telecommunications carrier and that is made available to the carrier by the customer solely by virtue of the carrier-customer relationship; and information contained in the bills pertaining to telephone exchange or toll service received by a customer of a carrier. In order to certify compliance Company and Reseller will execute a CPNI confidentiality agreement set forth in Exhibit C.

11. SECURITY. To secure Reseller's obligations under this Agreement, Reseller will provide Company with an irrevocable Letter(s) of Credit or Cash Deposit(s) (the "Security"), as designated by the Company, pursuant to the terms of this Section 11 and all subsections hereunder. All Security provided to Company by Reseller pursuant to this Section 11 *et seq.* shall remain in full force and effect and may not be terminated until: (a) six (6) months after (i) the expiration of the Term, or (ii) the termination of this Agreement, and then, in the case of both clause (i) and (ii) only after Company has advised Reseller in writing that no further obligations are owed by Reseller to Company and all obligations have been paid and satisfied in full; or (b) the date on which Company, in its sole discretion, notifies Reseller in writing that Company no longer requires such Security. The provisions of this Section 11 *et seq.* are independent of, and in addition to, all rights and remedies Company may have under this Agreement, at law, or in equity, or otherwise for breach of this Agreement by Reseller.

- a. Security Amount. The initial amount of the Security shall be no less than \$10,000. After the initial Security is established, Reseller shall be required to adjust the amount of the Security on a monthly basis to reflect an amount equal to at least two times the previous three months average of wholesale invoices. Company will conduct a

monthly review of the previous three months activity and ensure that the current Security is at least two (2) times the average monthly invoiced amount. Company may decrease the amount of the Security if the wholesale invoice three month average decreases. In no event shall the Security be reduced below the initial amount of \$10,000. Notwithstanding the foregoing, Company may, in its sole discretion, with 30 days advance written notice, increase or decrease the amount of the Security based on the amount of current wholesale invoice(s), Reseller payment history with Company, rate plan and airtime costs per Subscriber, or other criteria deemed appropriate by Company. Company will not set any commercially unreasonable Security requirements, taking into consideration Reseller's reported creditworthiness, payment history with Company, monthly charges and any other indicia of Reseller's creditworthiness. Unless otherwise agreed by Company in writing, 180 days after expiration of all applicable phase-out periods; the amount of any cash deposit will be credited to Reseller's final bill and any other outstanding bills or other amounts due to Company and any excess Security posted in the form of a Cash Deposit will be refunded to Reseller.

- b. Letter of Credit. With the Company's approval, Reseller may establish the Security using an irrevocable letter of credit (at Reseller's sole expense) in the form attached hereto as Exhibit D and in an amount that increases as described in Section 11.a. The Letter of Credit must be issued by a financial institution reasonably acceptable to Company with Company named as the beneficiary. Company may prevent Reseller from activating additional Subscribers if the amount of the Security is less than the requirement as specified in Section 11.a. Reseller will maintain the Letter of Credit and arrange for any necessary renewals and replacements, for a reasonable period to be determined by Company. Unless Company notifies Reseller otherwise in writing, the term will continue until 180 days after expiration of all applicable phase-out periods under this Agreement. Company, at its election, will be entitled to, but shall not be required to draw against the Letter(s) of Credit if Reseller does not pay in full all amounts due Company by their stated Due Date or is otherwise in breach of this Agreement. Notwithstanding any provision in this Agreement to the contrary, Company's election to draw against any Letter(s) of Credit shall not be considered to cure any breach of this Agreement arising from Reseller's failure to timely pay all invoices on or before their stated Due Date unless the Reseller replenishes the Security to its full amount within 10 days of Company's draw.
- c. Cash Deposits. Where the Security consists of a Cash Deposit, Reseller must wire to Company's account, per Company's instructions, the amount required by the Company to meet the minimum security deposit as described in Section 11.a. Company

may prevent Reseller from activating additional Subscribers if the amount of the Security is less than the requirement as specified in Section 11.a. Company, at its election, will be entitled to, but shall not be required to draw against any Cash Deposit(s) if Reseller does not pay in full all amounts due Company by their stated Due Date or is otherwise in breach of this Agreement. Notwithstanding any provision in this Agreement to the contrary, Company's election to draw against any Cash Deposit(s) shall not be considered to cure any breach of this Agreement arising from Reseller's failure to timely pay all invoices on or before their stated Due Date unless the Reseller replenishes the Security to its full amount within 10 days of Company's draw.

12. TRANSSHIPPING. Reseller shall be prohibited from transshipping any Subscriber Equipment hereunder. "Transshipping" shall be defined as the shipping of any Subscriber Equipment by Reseller from its intended destination to another, provided however, that Reseller may ship Subscriber Equipment between Reseller's Facilities and to Subscribers enrolled by Reseller.

13. SALES LITERATURE. Company will make available sample coverage maps and such other sample marketing materials (collectively, the "Sales Literature") as may be necessary, proper, or convenient to assist Reseller in its sales activities. Reseller shall be under no obligation to purchase Sales Literature. Any Sales Literature or other materials prepared by Reseller or any subcontractor in connection with the sale or offering for sale of any Services or Subscriber Equipment, and that uses a Company or network service provider trademark, service mark, copyright or other form of intellectual property owned by Company or a network service provider, shall be submitted to Company for approval prior to use. Company shall make commercially reasonable efforts to respond to Reseller approval requests within 30 days of receipt. Reseller may reference the fact that network services are provided by specific network service providers, and any such reference shall be strictly in accordance with the specific guidelines distributed to Reseller. Failure to comply with the underlying network service provider's guidelines will be deemed a material breach of this Agreement.

14. INSPECTIONS: BOOKS, RECORDS AND FACILITIES. The parties shall have the right to inspect each other's books and records as they pertain to Subscribers placed on the System upon 72 hours' notice to the other party twice a year during the Term and to make copies and extracts. In addition, each party may seek limited specific audits of specific disputed payment and reporting obligations, including, if applicable, obligations related to Roaming, no more than once every 3 months. These audit rights survive until the period ending 12 months following conclusion or expiration of all post-Agreement payment obligations of all parties under this Agreement.

15. INDEPENDENT CONTRACTOR RELATIONSHIP. With respect to all matters relating to this Agreement, Reseller shall be deemed to be an independent contractor, shall bear its own expenses in connection with this Agreement and shall have no express or implied right or authority to assume or create any obligation on behalf of Company or the underlying network service provider. Nothing stated in this Agreement shall be construed as creating the relationships of employer and employee, franchiser and franchisee, master and servant, principal and agent, dealership, partnership or joint venture between either the underlying

network service provider or Company and Reseller. Reseller shall not represent itself or its organization as having any relationship to the underlying network service provider or to Company, other than that of a Reseller for the limited purposes described in this Agreement. Reseller shall not have, nor shall it hold itself out as having, the power to make contracts in the name of or binding on, nor shall it have the power to pledge credit or extend credit in the name of Company or the underlying network service provider.

16. CONFIDENTIAL AND PROPRIETARY INFORMATION.

- a. Restriction. Neither party will disclose any Proprietary Information received from the other party, except as expressly provided in this Agreement. Each party will use the Proprietary Information received from the other party only for the purpose of this Agreement. "Proprietary Information" means all information a party discloses to the other party that is marked "Confidential," "Restricted," "Proprietary," or with some similar writing indicating the disclosing party considers the disclosed information to be proprietary.
- b. Care. The receiving party must provide a reasonable amount of care to avoid disclosure or unauthorized use of the Proprietary Information and, in any event, not less than the same amount, of care as it provides to protect its own similar proprietary information n. All Proprietary Information must be retained by the receiving party in a secure place with access limited to only those of the receiving party's employees who need to know that information for purposes of this Agreement and to such third parties as the disclosing party has consented to by prior written approval, provided that either party may make disclosures to outside counsel requiring such disclosures to provide service to the disclosing party, and provided that such counsel shall agree not to disclose such Proprietary Information to third parties. Proprietary Information supplied is not to be reproduced in any form except as required to accomplish the intent of this Agreement. Notwithstanding the foregoing, Company may disclose Proprietary Information, subject to the terms of this Agreement and appropriate nondisclosure agreements being in place, (i) to the applicable underlying facilities-based carrier, (ii) to sources of technology or capital for the limited purpose of assisting Company in developing its business, and (iii) to third parties considering purchasing either Company or Subscriber contracts.
- c. Return. All Proprietary Information, unless otherwise specified in writing, must be returned to the disclosing party or destroyed after the receiving party's need for it has expired or upon request of the disclosing party, and, in any event, within 10 days of termination of this Agreement. At the request of the disclosing party, the receiving party will furnish a certificate of an officer of the receiving party

certifying that Proprietary Information not returned to disclosing party has been destroyed.

- d. Limitation. The parties agree that the term "Proprietary Information" does not include information that:
- i. has been published or is otherwise in the public domain through no fault of the receiving party;
 - ii. prior to disclosure under this Agreement is properly within the legitimate possession of the receiving party;
 - iii. subsequent to disclosure under this Agreement is lawfully received from a third party having rights in the information without restriction of the third party's right to disseminate the information and without notice of any restriction against its further disclosure;
 - iv. is independently developed by the receiving party through parties who have not had, either directly or indirectly, access to or knowledge of Proprietary Information; or
 - v. is obligated to be produced under order of a court of competent jurisdiction or other similar requirement of a Governmental Authority, so long as the party required to disclose the information provides the other party with notice prior to disclosure in accordance with such order or requirement, unless such prior notice would be unlawful.
- e. Relief. The limitations in Section 24 do not apply to either party's violations of Section 16. If either party violates or threatens to violate Section 16, the other party may exercise any right or remedy under this Agreement and any other right or remedy that it may have (now or hereafter existing) at law, in equity or under statute. The parties agree that damages for violations of Section 16 may be difficult to ascertain or inadequate and that if either party violates or threatens to violate Section 16, the other party may suffer irreparable harm and therefore may seek injunctive relief in addition to any other right or remedy under this Agreement and any other right or remedy that it may have (now or hereafter existing) at law, in equity or under statute. The party that violates or threatens to violate Section 16 will not raise the defense of an adequate remedy at law. A party must not disclose the Proprietary Information for a period beginning with the date of receipt from disclosing party and ending 3 years from the date of termination of this Agreement.
- f. No Mandatory Disclosure. Except as specifically and expressly required by this Agreement, no party shall be obligated to disclose or furnish to any other party any Proprietary Information of such

first party or any confidential or proprietary information, technology, or intellectual property of any third party in such first party's possession or control. If, however, a party has provided or provides any of its Proprietary Information to the other party, whether before, on, or after the date hereof, the provisions of this Section 16 shall apply.

17. RESELLER'S OTHER OBLIGATIONS.

- a. Approval of Advertising and Press Releases. Any and all written or broadcast advertising, promotion of Services and press releases that reference Company or an underlying network service provider must receive prior written approval from Company. Guidelines for drafting advertising, promotional material and press releases that include Company or an underlying network service provider will be provided to Reseller after execution of this Agreement.
- b. Taxes and Expenses.
 - i. Reseller shall be responsible for all of the costs of its business, including, but not limited to, travel, entertainment, office, clerical, accounting, and general selling expenses and any and all expenses of its employees, agents and representatives. In this connection, Reseller shall be solely responsible for the preparation and submission to applicable authorities of its employees' income tax and FICA forms and the payment of all salaries to employees, employer contributions and employee benefits. Reseller represents and warrants to the Company that Reseller holds all licenses and permits necessary for conducting its business.
 - ii. Reseller will provide to Company valid and complete resale certificates for Services and equipment purchased from Company in substantially the form set forth in Exhibit E. Company is responsible for computation of all taxes, fees and other levies on charges included in the billing records or on receipts from such charges. However, Company may request assistance from Reseller's staff to ensure that all taxes, fees and other required levies are correctly maintained in the billing system. Reseller is solely responsible for the billing and collection of all applicable taxes, fees and levies to Subscribers.
- c. Customer Care. Reseller is responsible for maintaining all Customer Care and all associated cost related to Customer Care.

18. SPRINT PCS TRADEMARKS AND COPYRIGHTS. With respect to the underlying services provided by Sprint PCS only, Reseller hereby agrees that it shall not claim that it is a representative, distributor, MVNO or agent of Sprint, or that it has a direct relationship with Sprint of any kind. Reseller may use the Sprint and Sprint Nationwide PCS Network names

("Sprint Names") to identify the network on which the private label services are delivered. If this agreement is terminated for any reason, all rights and benefits enjoyed by Reseller related to use of the Sprint Names will immediately terminate.

19. SPRINT SPECTRUM, L.P. RIGHT OF FIRST REFUSAL. Company hereby discloses and Reseller hereby acknowledges that with respect to Subscribers enrolled by Reseller on the Sprint PCS network, the sale of such Subscribers is subject to a right of first refusal held by Sprint Spectrum, L.P. pursuant to the terms of the agreement between Company and Sprint Spectrum, L.P.

20. TERMINATION OR MODIFICATION. This Agreement shall terminate at the end of the Term, unless it is earlier terminated as permitted herein.

- a. Breach of Agreement by Either Party. Either party may terminate this Agreement immediately upon written notice to the other party, if the other party fails to cure a breach of its obligations hereunder within ten (10) days of the delivery of written notice. Notwithstanding the foregoing, in the event that Company elects to draw against the Security pursuant to the provisions of Section 11 of this Agreement, Reseller's breach of its obligation to timely pay all invoices by their Due Date may only be cured by replenishment of the Security under the terms, and within the time frames established by Section 11 and the cure period provided under this Section shall not apply.
- b. Bankruptcy or Cessation of Business. This Agreement shall be terminated at either party's discretion upon the other party's cessation of business, election to dissolve, dissolution, insolvency, failure in business, an act of bankruptcy, receivership, general assignment for the benefit of creditors, or filing of any petition in bankruptcy or for relief under the provisions of the bankruptcy laws.
- c. Sale of Subscribers. This Agreement shall terminate upon the closing of the sale of all of Reseller's Subscribers, unless this Agreement is assigned to the purchaser of such Subscribers.
- d. Failure to Pay. Company may terminate this Agreement if Reseller fails to pay any Invoice by its Due Date three times in any consecutive twelve (12) month period.
- e. Miscellaneous. Company may terminate this Agreement in its sole discretion for breach under Section 20(a) if it discovers that Reseller:
 - i. Fails to pay any Invoice by its Due Date three times in any consecutive twelve (12) month period;
 - ii. Sells, installs, or services Subscriber Equipment on the System, outside the terms of this Agreement;

- iii. Makes a material misrepresentation to Company or to Subscribers concerning Reseller, Company or Services;
 - iv. Engages in conduct which intentionally falsifies information supplied to the Company;
 - v. Re-sells the Services, re-sells access to the System, or re-sells Subscriber Equipment to any third party acting as an MVNO, whether the third party re-sells under the Reseller's private label or brand, or any other label or brand;
 - vi. Reseller continues to interfere with the System, as described in paragraph 6.d., after being put on notice that Reseller's conduct causes such interference.
- f. Loss of FCC License. Company may terminate this Agreement in its entirety without any liability by giving Reseller at least 20 days prior written notice, if the underlying network service provider license(s) are revoked by the FCC.
- g. Effect of Termination. Termination of this Agreement is without prejudice to any other right or remedy of the parties under this Agreement. Termination of this Agreement for any cause does not release either party from any liability that, at the time of termination, has already accrued to the other party, or that may accrue in respect of any act or omission prior to termination or from any obligation that is expressly stated to survive the termination. Reseller will remain responsible for its obligations to its subcontractors.

21. INSURANCE. During all times when Reseller is operating pursuant to this Agreement, Reseller shall provide and maintain at its own expense the following insurance against liability arising in any way out of this Agreement and any other insurance coverage that may be deemed necessary by Company: (i) Commercial General Public Liability insurance, including personal injury, bodily injury, property damage, operations hazard, independent contractor coverage, contractual liability, and products and completed operations liability, with a combined single limit of \$3,000,000; (ii) Workers' Compensation and Employer's Liability insurance sufficient and proper under the laws of the state wherein the responsibilities are to be performed to protect Company against claims under the compensation laws of said state; (iii) Automobile Public Liability insurance covering all vehicles used in connection with the Agreement with a combined limit of \$3,000,000; and (iv) fire, theft, and extended coverage with respect to the Subscriber Equipment in Reseller's possession in an amount no less than the replacement value of such Subscriber Equipment. All insurance policies shall be issued by companies licensed to do business in jurisdictions where Reseller is doing business, satisfactory to Company. Each insurance policy will contain a clause requiring the insurer to give Company at least 30 days prior written notice of any alteration in the terms of such policy or the cancellation thereof. Reseller will promptly provide Company with written notice thereof and make available to Company all information and documentation relating thereto. Reseller agrees that certificates of insurance will be delivered to Company within 15 days of the Effective Date.

22. RIGHTS AND OBLIGATIONS UPON TERMINATION OR EXPIRATION.

- a. Upon the termination or expiration of this Agreement, the parties hereto agree that Reseller shall immediately cease to identify itself as an independent representative for the Company or Services.
- b. Upon giving of notice of termination of this Agreement in its entirety, other than a termination resulting from Reseller's breach of this Agreement, Company, at Reseller's (or its successor in interest) request, will continue to provide Services to Reseller (or its successor in interest) for reasonable amount of time, as determined by the Company, as a phase-out period to reduce disruption to Reseller's customers. In no event shall the phase out period exceed one-hundred and eighty (180) days after the date of the notice of termination. During the phase- out period, Reseller may not add any new customers.

23. FORCE MAJEURE. If the performance of this Agreement is interfered with by any circumstance beyond the reasonable control of the party affected, the party affected by the force majeure is excused on a day-by-day basis to the extent of the interference, if the party notifies the other party as soon as practicable of the nature and expected duration of the claimed force majeure, uses all commercially reasonable efforts to avoid or remove the causes of nonperformance and resumes performance promptly after the causes have been removed. A "force majeure" under this Section 23 includes (i) acts of God, such as fire, flood, earthquake or other natural cause; (ii) terrorist events, riots, insurrections, war or national emergency; (iii) strikes, boycotts, lockouts or other labor difficulties, (iv) the lack of, loss of, or inability to obtain or retain permits or approvals, necessary labor, materials, energy, components or machinery, telecommunication line facilities or MDNs, and (v) judicial, legal, or other action of any Governmental Authority.

24. LIMITATION OF LIABILITY; INDEMNIFICATION; RISK MANAGEMENT.

- a. Exclusion of Warranties. **EXCEPT AS MAY BE EXPRESSLY AND SPECIFICALLY SET FORTH HEREIN, COMPANY HAS NOT MADE, AND IN SUPPLYING PRODUCTS OR RENDERING SERVICES NEITHER COMPANY NOR ANY OF ITS AFFILIATES OR SUBCONTRACTORS WILL BE DEEMED TO MAKE, ANY REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR FREEDOM FROM COPYRIGHT, TRADEMARK, OR PATENT INFRINGEMENT.**
- b. Limitations on Liability.
 - i. General Limitation. Each party covenants and agrees, and shall cause each other Releasing Party to agree, that neither

party nor any of the other Released Parties, shall have any liability (whether direct or indirect, in contract or tort, or otherwise) to the other party, to any other Released Party, or to any other Person for any Loss resulting from, arising out of, or relating to any of the matters contemplated by this Agreement, except (and in any event subject to the exclusions and limitations set forth in and other applicable provisions of this Section 24) only for any liability of a party to the other for Losses sustained by the other that result primarily and proximately from such party's Gross Negligence or willful or intentional misconduct or breach of this agreement. Each party hereby waives, and shall cause all other Releasing Parties to waive, all rights of recovery against the other and the other Released Parties for any and all Losses, claims, actions, and causes of action by virtue of damage to such party or such other Releasing Party or to their property or business resulting from operations or other activities arising in connection with this Agreement, except as otherwise expressly provided in this Section 24.

- ii. Acts or Omissions of Third Parties. Neither party shall in any event be responsible or liable for the acts or omissions of Persons hired by, or on behalf of, the other (even if such Persons are recommended or selected by such party).
- iii. Environmental Claims. Neither party assumes control of or undertakes any responsibility or liability for any facility or other real property or real estate of the other party or of any third party, or the condition thereof or equipment, products, or materials used, installed, dumped, stored, or otherwise present thereon or therein, including any condition or materials that may present a potential danger to public health, safety, or the environment or any other hazard. Each party shall retain, or delegate to a qualified third party, all responsibility for ensuring that no such danger or hazard exists or is created and compliance with all applicable Requirements of Law relating to health, safety, or the environment.
- iv. Company Not Liable for Services Outages. Except for the crediting to Reseller's account of any relevant credits received by Company from any underlying wireless network provider in respect of the provision of Services to Reseller's Subscribers, Company shall not in any event be liable to Reseller, or any other Person, for any damages (including special, incidental, and consequential damages) or other Losses resulting from, based upon, or arising out of any loss, destruction, degradation, failure, outage, loss of functionality, interruption, or deficiency in the quality or

reliability of Services, System, or other Telecommunications System, any of the subsystems or components of any thereof, or any Telecommunications Services or other service provided by any of the foregoing, even if such item or event results in whole or in part from fault or negligence (including Gross Negligence) on the part of the Company or any Person recommended or under the supervision or control of Company. To the extent permitted by law, Reseller agrees to enter into a Services Agreement with its Subscribers containing suitable agreements to effect the foregoing limitation of liability

- v. Risk of Loss. As between Company and Reseller, each party shall bear its own risk of loss, theft, or destruction of or damage to any equipment, products, materials, Facilities, or other real or personal property acquired or used in connection with any activities contemplated by this Agreement, other than any thereof resulting from the other party's Gross Negligence.
- vi. No Consequential Damages. **NOTWITHSTANDING ANY PROVISION OF THIS AGREEMENT, IN NO EVENT SHALL EITHER PARTY OR ANY OTHER RELEASED PARTY BE LIABLE, AS A RESULT OF THE PROVISION OF PRODUCTS OR SERVICES OR THE PERFORMANCE OR NONPERFORMANCE OF WORK OR OTHERWISE, FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, RELIANCE, OR SPECIAL DAMAGES SUFFERED BY ANY RELEASING PARTY OR ANY OTHER PERSON, REGARDLESS OF THE FORM OF ACTION OR PROCEEDING, WHETHER IN CONTRACT, WARRANTY, STRICT LIABILITY, TORT, OR OTHERWISE, INCLUDING NEGLIGENCE OF ANY KIND, AND REGARDLESS OF WHETHER COMPANY, RESELLER, OR ANY OTHER RELEASED PARTY KNEW OF THE POSSIBILITY THAT SUCH DAMAGES COULD RESULT.** This Paragraph 24.b.6 shall survive failure of an exclusive or limited remedy.
- vii. Aggregate Limit. **IN NO EVENT SHALL EITHER PARTY OR ANY OF THE OTHER RELEASED PARTIES BE LIABLE FOR OR WITH RESPECT TO ANY COSTS, EXPENSES, DAMAGES, CLAIMS, OR LOSSES WHATSOEVER, INCURRED BY ANY PERSON, ARISING OUT OF OR RELATED TO THIS AGREEMENT OR THE PERFORMANCE OR NONPERFORMANCE HEREOF IN AN**

AGGREGATE AMOUNT FOR ALL SUCH PERSONS IN EXCESS OF THE CUMULATIVE AGGREGATE SUM EQUAL TO THE LESSER OF 25% OF THE AMOUNT OF SUBSCRIBER PAYMENTS ACTUALLY RECEIVED BY RESELLER PURSUANT TO THIS AGREEMENT OR \$100,000, PROVIDED, HOWEVER, THAT THE FOREGOING LIMITATION SHALL NOT APPLY TO THE RECOVERY BY RESELLER FROM COMPANY OF (i) ANY AMOUNT OBTAINED BY COMPANY FROM THE UNDERLYING WIRELESS NETWORK PROVIDERS IN RESPECT OF THE PROVISION OF SERVICES TO RESELLER'S SUBSCRIBERS, OR (ii) THE AMOUNT OF RESELLER'S SECURITY, AND PROCEEDS THEREOF.

c. Indemnification; Control of Litigation.

- i. Indemnification. A party (the "Indemnitor") agrees to indemnify the other party and each Released Party (separately, and collectively the "Indemnitee") for, hold them harmless from, and defend them against any Loss incurred or suffered by such Indemnitee resulting from, based upon, arising out of, or in connection with (i) performance or nonperformance under this Agreement by the Indemnitor or any of its Affiliates or subcontractors, except where such Loss also arises directly, primarily, and proximately out of such Indemnitee's Gross Negligence or intentional wrongful actions, (ii) the Indemnitor's breach of any of its representations, warranties, covenants, or agreements contained in this Agreement, or (iii) any and all claims relating to or arising out of the performance of this Agreement of any third party with whom the Indemnitor has business or other relationships except where such Loss also arises directly, primarily, and proximately out of such Indemnitee's Gross Negligence or intentional wrongful actions.
- ii. Survival. All indemnification obligations under this Agreement shall survive the termination or expiration of this Agreement for any claim or cause of action that accrues during the term of this Agreement.
- iii. Notification. Any party asserting a right to indemnification under any provision of this Agreement (an "Indemnified Party") shall so notify the party or parties from whom indemnification is sought (the "Indemnifying Party") in writing, and shall give the Indemnifying Party such information with respect thereto as the Indemnifying Party

may reasonably request. The Indemnifying Party shall be entitled to control the defense or prosecution of such claim or demand in the name of the Indemnified Party, with counsel satisfactory to the Indemnified Party, if it notifies the Indemnified Party in writing of its intention to do so within 20 days of its receipt of such notice, without prejudice, however, to the right of the Indemnified Party to participate therein through counsel of its own choosing, which participation shall be at the Indemnified Party's expense unless the Indemnifying Party shall fail to defend or prosecute such claim or demand vigorously within a reasonable period of time.

- iv. Cooperation. The Parties shall cooperate in the prosecution or defense of such claim and shall furnish such records, information, and testimony and attend such conferences, discovery proceedings, hearings, trials, and appeals as may reasonably be requested in connection therewith. The Indemnifying Party may not, without the consent of the Indemnified Party, control the defense of any claim or action that involves any material risk of the sale, forfeiture, or loss of, or the creation of any lien (other than a judgment lien) on, any material property of the Indemnified Party or that could entail a risk of criminal liability to the Indemnified Party. The Indemnified Party shall have the right to control the defense and settlement of any such claim.
- v. Consent to Settlement. The Indemnified Party shall not settle or permit the settlement of any claim or action for which it is entitled to indemnification without the prior written consent of the Indemnifying Party (which shall not be unreasonably withheld), unless the Indemnifying Party was entitled to assume and conduct the defense of such claim or action pursuant to this Section 24.c. but failed to do so after the notice and in the manner provided in Section 24.c. or unless the Indemnified Party is entitled to control the defense and settlement of such claim or action.
- vi. Limits on Settlement. The Indemnifying Party may not, without the consent of the Indemnified Party, agree to any settlement that:
 - a. requires the Indemnified Party to make any payment that is not indemnified hereunder,
 - b. does not grant a general release to the Indemnified Party with respect to any such claim or action,

- c. involves the sale, forfeiture, or loss of, or the creation of any lien on, any material property of the Indemnified Party, or
 - d. would adversely affect any future liabilities of the Indemnified Party.
- vii. Reports on Status of Proceedings. The Indemnifying Party shall use reasonable efforts to keep the Indemnified Party reasonably apprised of the status of those aspects of such defense controlled by the Indemnifying Party and shall provide such information with respect thereto as the Indemnified Party may reasonably request.
- d. Corporate Obligations. Each party acknowledges and agrees that all obligations and liabilities of the other pursuant to or arising out of this Agreement, the provision of equipment or Services by or to either party are solely corporate obligations of such party, and no Affiliate of such party, nor any partner, stockholder, director, officer, employee, agent, or controlling Person of such party or any of its Affiliates or subcontractors shall be subject to any personal liability whatsoever to any Person, nor will any such claim be asserted (directly, derivatively, or otherwise) by or on behalf of either party.
- e. Insurance Recovery. Each party will look first to any insurance in its favor before making any claim against the other or any other Released Party for recovery resulting from injury to any Person, damage to any property, or any other event or condition arising from any cause, regardless of negligence or fault, and releases and waivers, and will cause each of its insurers to waive, its rights of recovery by subrogation against such party or any other Released Party.
- f. Negotiated Allocation of Risks. Each party acknowledges that (i) the parties are sophisticated commercial enterprises with relatively equal bargaining power, (ii) in the negotiation and preparation of this Agreement, each party has been represented by persons (including independent legal counsel) with substantial knowledge of the purposes and effects of, and substantial experience in negotiating indemnification, warranty, and risk-allocation provisions of contracts and agreements, (iii) the provisions of this Section 24 were the subject of active and complete negotiation and constitute an essential element of the benefit of the bargain reflected in this Agreement, (iv) such provisions set forth the bargained-for allocation of risk under this Agreement, (v) such party, with its own legal counsel and advisors, actively considered such provisions in determining the specific risks that it assumed in agreeing to its obligations under this Agreement and the price to be paid to the other party under this Agreement, and fully understands and

irrevocably accepts such provisions, and (vi) the Parties had meaningful choices with respect to such provisions, and such provisions are not unreasonably favorable or unfavorable to either party.

25. APPLICABLE LAW. All questions with respect to the construction of this Agreement and the rights and liabilities of the parties shall be governed in accordance with the laws of the State of Oklahoma, without giving effect to choice of law rules. This Agreement is considered to be performed in Washington County, Oklahoma and any cause of action or suit based upon or arising in connection with this Agreement must be filed in Washington County, Oklahoma.

26. ENTIRE AGREEMENT. This Agreement sets forth the entire agreement and understanding between the parties as to the subject matters covered therein and supersedes all prior agreements, oral or written, and other communications between the parties relating to the subject matter of this Agreement. Except as otherwise provided in this Agreement, no amendment or modification of this Agreement will be valid or binding upon the parties unless made in a single writing and signed by the duly authorized representatives of both parties.

27. WAIVER. The observance of any term of this Agreement may be waived (either generally or in a particular instance and either retroactively or prospectively) by the party entitled to enforce the term, but any waiver is effective only if in writing signed by the party against which the waiver is to be asserted. Except as otherwise provided in this Agreement, no failure or delay of any party in exercising any right under this Agreement will operate as a waiver thereof, nor will any single or partial exercise of any right, or any abandonment or discontinuance of steps to enforce the right, preclude any other or further exercise thereof or the exercise of any other right.

28. ASSIGNMENT. This Agreement may be freely assigned by Company to any successor of it or to any other firm or entity capable of performing its obligations hereunder. This Agreement has been entered into by Company in reliance upon the financial, business and personal reputation of Reseller and its management. Therefore, neither this Agreement, nor any right or obligation of Reseller shall be transferred, assigned or encumbered by Reseller without Company's prior written consent. This consent will not be unreasonably withheld, provided that the proposed transferee meets with the Company's approval and provided it agrees to execute the Company's then current form of this Agreement. Any purported transfer, assignment or encumbrance without such consent shall be void. Subject to the restrictions against assignment herein provided, this Agreement shall bind and inure to the benefit of the successors and assigns of the parties hereto.

29. NOTICE. Any notice or other written communication required or permitted to be given by this Agreement shall be deemed given when personally delivered or 3 business days after it has been mailed, and shall be delivered by personal delivery, by certified mail, or by reliable overnight carrier, and shall be addressed to the addresses listed below or such subsequent address as notified pursuant to this Section.

Company: Enhanced Communications Group, LLC

312 S. Delaware Ave

Bartlesville, OK 74003

Attn: Chief Executive Officer

With a copy to (which copy shall not constitute notice):

Reseller: Snail Mobile, LLC12049 Jefferson Boulevard
Culver City, CA 90230
Attn: Jim Shun Tsai, President

With a copy to (which copy shall not constitute notice):

Lukas, LaFuria, Gutierrez & Sachs, LLP
8300 Greensboro Drive, Suite 1200Tysons, VA 22101
Attn: Thomas Gutierrez, Senior Partner

30. SEVERABILITY. If any provision of this Agreement is determined to be invalid or unenforceable, the provision shall be deemed to be severable from the remainder of this Agreement and shall not cause the invalidity or unenforceability of the remainder of this Agreement.

31. REGULATORY COMPLIANCE. This Agreement shall be subject to all necessary approvals of local, state and federal regulatory agencies having jurisdiction over the provision of Services. If any provision of this Agreement does not comply with any law, ordinance or regulation of any regulatory authority, such provision shall to the extent possible be interpreted in such a manner as to comply with such law, ordinance or regulation, or if such interpretation is not possible, it shall be deemed amended to satisfy the minimum requirements thereof.

32. DISPUTE RESOLUTION. The parties will attempt in good faith to negotiate and resolve any disputes that may arise related to this Agreement. If the executive-level managers of the parties are unable to resolve a dispute within 30 days of the dispute being raised, then the parties will agree to mediation with a mutually agreed-upon mediator with the goal of reaching a binding settlement agreement. If any dispute has not been resolved by negotiation between the parties or by mediation as provided herein, then either party may seek relief from a court of competent jurisdiction, or, as an alternative, may submit the dispute for binding arbitration in accordance with the then current International Institute for Conflict Prevention and Resolution (CPR) Rules for Non-Administered Arbitration by three independent and impartial arbitrators, of whom each party shall appoint one. The arbitration shall be governed by the Federal Arbitration Act, 9 U.S.C. §§ 1-16 to the exclusion of state laws inconsistent therewith, and judgment upon the award rendered by the arbitrator(s) may be entered by any court having jurisdiction thereof. The place of arbitration shall be Washington County, Oklahoma if Reseller makes the demand for arbitration or Washington County, Oklahoma if Company makes the demand for arbitration, or such other location as shall be mutually agreeable to the Company and Reseller.

- a. Prior to the time at which arbitrators are appointed, either party may seek one or more temporary restraining orders in a court of

competent jurisdiction if necessary in order to preserve and protect the status quo. Neither the request for, nor grant or denial of, any such temporary restraining order shall be deemed a waiver of the obligation to arbitrate as set forth herein and the arbitrator may dissolve, continue or modify any such order. Any such temporary restraining order shall remain in effect until the first to occur of the expiration of the order in accordance with its terms or the dissolution thereof by the arbitrator.

- b. Except as required by law, the parties shall hold, and shall cause their respective officers, directors, employees, agents and other representatives to hold, the existence, content and result of mediation or arbitration in confidence in accordance with the provisions of Section 16 and except as may be required in order to enforce any award. Each of the parties shall request that any arbitrator comply with such confidentiality requirement.

33. SURVIVAL. The provisions of Sections 15, 16, 23 and 24 will indefinitely survive the termination or expiration of this Agreement, in addition to any other provision that by its content is intended to survive termination of this Agreement, such as provisions for post-Agreement Services to Subscribers.

34. HEADINGS. The Section and other headings contained in this Agreement are for reference purposes only and are not intended to describe, interpret, define, or limit the scope, extent, or intent of this Agreement or any provision of this Agreement.

35. WAIVER OF JURY TRIAL. **EACH PARTY TO THIS AGREEMENT WAIVES ITS RESPECTIVE RIGHTS TO A TRIAL BY JURY OF ALL CLAIMS OR CAUSES OF ACTION (INCLUDING COUNTERCLAIMS) RELATED TO OR ARISING OUT OF THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED BY THIS AGREEMENT BROUGHT BY ANY PARTY AGAINST ANY OTHER PARTY. THIS WAIVER APPLIES TO ALL SUBSEQUENT AMENDMENTS OF THIS AGREEMENT.**

36. COUNTERPART EXECUTION. This Agreement may be executed in any number of counterparts with the same effect as if each party had signed the same document. All counterparts will be construed together and will constitute one agreement.

37. PARTIES IN INTEREST; LIMITATION ON RIGHTS OF OTHERS. Except as otherwise provided in this Agreement, this Agreement is binding upon and inures to the benefit of the parties hereto and their permitted successors and assigns. Nothing in this Agreement, whether express or implied, will be construed to give any person other than the parties any legal or equitable right, remedy or claim under or in respect of this Agreement or any covenants, conditions, or provisions contained in this Agreement.

38. PRESS RELEASES. All media releases and public announcements or disclosures by either party relating to this Agreement, its subject matter or the purpose of this Agreement are to be coordinated with and consented to by the other party in writing prior to the release thereof.

39. COMPLIANCE WITH LAWS. Each party represents and warrants that its performance under this Agreement will be in compliance with all applicable material federal, state, county and local laws, rules, regulations and orders that apply to it, its operations and facilities and Reseller shall provide a copy of if Federal Universal Service Fund Contributor Certification in the form as set forth in Exhibit F.

40. RULES OF CONSTRUCTION. This Agreement is to be interpreted in accordance with the following rules of construction:

- a. Number and Gender. All definitions of terms apply equally to both the singular and plural forms of the terms defined. Whenever the context may require, any pronoun shall include the corresponding masculine, feminine, and neuter forms.
- b. Including; Herein; Etc. The words "include," "includes," and "including" are deemed to be followed by the phrase "without limitation." The words "herein," "hereof," and "hereunder" and words of similar import refer to this Agreement (including all Exhibits) in its entirety and are not limited to any part hereof, unless the context shall otherwise require. The word "or" is not exclusive and means "and/or."
- c. Subdivisions and Attachments. All references in this Agreement to Sections, paragraphs, clauses, and Exhibits are, respectively, references to Sections, paragraphs, and clauses of, and Exhibits attached to, this Agreement, unless otherwise specified.
- d. References to Documents and Laws. All references to this Agreement or any Exhibit hereto are to it as amended, modified, and supplemented from time to time in accordance with the terms of this Agreement. All references to (i) any other agreement or instrument or (ii) any Requirement of Law, applicable permit, or other statute, law, or regulation, permit, license, or similar item are to it as amended and supplemented from time to time (and, in the case of a statute, law or regulation, to any corresponding provisions of successor statutes, laws, or regulations), unless otherwise specified.
- e. Technical Standards. Any reference in this Agreement, or any other document or item prepared or delivered pursuant to or in connection with this Agreement, to standard specifications, manuals, or codes of any technical society, organization, or association or Governmental Authority ("Technical Standards"), whether such reference is specific or by implication, shall, unless otherwise expressly provided in the document or item containing the reference, mean the latest standard specification, manual, or code in effect at the time of such reference; however, (i) no provision of any reference standard, specification, manual, or code (whether or not specifically incorporated by reference in this Agreement) will be effective to change the duties and responsibilities of Reseller,

Company, or any of their respective subcontractors, contractors, consultants, agents, or employees from those set forth in this Agreement, and (ii) nothing contained in this Agreement will require either party to violate then existing and enforceable applicable Requirements of Law.

- f. References to Days. Any reference in this Agreement to a “day” or number of “days” (without the explicit qualification “Business”) is a reference to a calendar day or number of calendar days. If any action or notice is to be taken or given on or by a particular calendar day, and such calendar day is not a Business Day, then such action or notice may be taken or given on the next Business Day.
- g. Examples. If, in any provision of this Agreement any example is given (through the use of the words “such as,” “for example,” “e.g.,” or otherwise) of the meaning, intent, or operation of any provision of this Agreement, such example is intended to be illustrative only and not exclusive.
- h. Ambiguities. This Agreement is the product of negotiation by both parties hereto and shall be deemed to have been drafted by both parties hereto. This Agreement shall be construed in accordance with the fair meaning of its provisions and its language shall not be strictly construed against, nor shall ambiguities be resolved against, either party.

41. DEFINED TERMS. As used in the Agreement (including the Exhibits hereto), the following terms shall have the meanings specified:

“Affiliate” shall be defined as a person, association, partnership, corporation or joint-stock company, trust, or other business entity, however organized, which directly or indirectly, through one or more intermediaries, controls, is controlled by, or is under common control with, the person or entity. “Control” shall be defined as (i) ownership of 50% or more of the voting power of all classes of voting stock, or (ii) ownership of 50% or more of the beneficial interests in income and capital of an entity other than a corporation.

“Agreement” shall be defined as in the first paragraph of this Agreement.

“Automatic Clearing House” or “ACH” shall be defined as in Section 10.g.i.a

“Bill Cycle Date” shall be defined as the fixed day each month when Billing Services are performed by Company. Reseller may choose to have more than one Bill Cycle Date. Each Bill Cycle Date will be jointly determined by Company and Reseller. Each Subscriber will have only one Bill Cycle Date. If Reseller elects to have only one Bill Cycle Date, then all Subscribers will be assigned

to that Bill Cycle Date. If Reseller chooses to have more than one Bill Cycle Date, then Reseller shall be responsible for assigning each Subscriber to the appropriate Bill Cycle Date of its choosing.

"Billing Services" shall be defined as in Section 10.c.

"Business Day" shall mean any day other than a Saturday, a Sunday, or a day on which banking institutions in Wichita Falls, Texas are closed.

"Certified EVDO-Capable" shall mean Subscriber Equipment (as defined in Section 5) that has been certified via Verizon's Open Development process and whose ESN's, MEIDs or IMEI's have been properly loaded into Verizon's Device Management Database.

"Cloning Fraud" shall be defined as in Section 8.b.

"Company" shall be defined as in the first paragraph of this Agreement. "Days" shall be defined as in Section 41.f.

"Device Management Database" shall be defined as Verizon's proprietary database used to control or manage the validity of Certified EVDO-Capable devices.

"Due Date" shall be defined as in Section 10.g.i.a.

"Effective Date" shall be defined as in the first paragraph of this Agreement. "Electronic Billing and Record" or "EBR" shall be defined as in Section 10.c. "ESN" shall be defined as in Section 8.b.

"Extension Term" shall be defined as in Section 2.

"Fraudulent calls made using Reseller's MDNs" shall be defined as in Section 8.b.

"Governmental Authority" shall be defined as any federal, state, county, city, or other political subdivision thereof, and any court, panel, judge, board, bureau, commission, agency, or other entity, body, or other Person exercising executive, legislative, judicial, regulatory, or administrative functions of or pertaining to government.

"Gross Negligence" shall be defined as the failure to perform a manifest duty in reckless disregard of the safety of persons or the prevention of damage to property. For purposes of this Agreement, no loss, cost, expense, damages, liability, or other item shall be deemed to have resulted from the Gross Negligence of any Person (including Company or Reseller or their respective Affiliates, subcontractors, officers, directors, employees, or agents or the officers, directors, employees, or agents of such Affiliates and

subcontractors) unless or until such loss, cost, expense, damages, liability, or other item is finally determined (i) by judgment of a court of competent jurisdiction (not subject to further appeal) or (ii) by a final arbitral decision in accordance with this Agreement to have been caused solely and directly by such Person's Gross Negligence.

"IMEI" shall be defined as the International Mobile Station Equipment Identity.

"Indemnified Party" shall be defined as in Section 24.c.iii).

"Indemnifying Party" shall be defined as in Section 24.c.iii).

"Initial Term" shall be defined as in Section 2.

"Letter of Credit" shall be defined as in Section 11.b.

"Loss" or "Losses" shall be defined as any and all claims, demands, actions, suits, proceedings, counteractions, causes of action, investigations, damages, losses, liabilities, fines, penalties, settlement payments, indemnification and contribution payments, costs and expenses, including attorneys' fees and disbursements and costs and expenses of investigation, defense and settlement of claims, demands, actions, suits, proceedings, counteractions, causes of action and investigations and appeal of decisions or judgments rendered therein or with respect thereto. Without limiting the generality of the foregoing, for purposes of any provision of this Agreement pursuant to which Company or any Released Party is entitled to indemnification from Reseller, the "Losses" sustained by Company or another Released Party resulting from, based upon, or arising out of or in connection with any matter, event, fact, or circumstance referred to in such provision of this Agreement would include amounts paid or payable by Company or such other Released Party to any subcontractor pursuant to indemnification, penalty, liquidated damages, or similar provisions of an applicable subcontract under indemnification directly or indirectly as a result or consequence of such matter, event, fact, or circumstances.

"Message" shall be defined as anything falling within clauses (a) to (e) in the definition of "Telecommunication System."

"MDN" shall be defined as in Section 8.b.

"MEID" shall be defined as Mobile Equipment Identifier.

"Mobile Virtual Network Operator" or "MVNO" shall be defined as a wireless service provider who provides wireless voice and data services to end users in certain geographic areas throughout the

United States utilizing an underlying facilities-based wireless service provider's network.

"Open Development" shall be defined as Verizon Wireless' management system to develop and certify devices for use on the Verizon Wireless network.

"On Line Bill Presentment Service" shall be defined as in Section 10.f.

"Person" shall be defined as any individual, corporation, limited liability company, general or limited partnership, joint venture, association, joint stock company, trust, unincorporated business or organization, government or agency or political subdivision thereof, or other entity, whether acting in an individual, fiduciary, or other capacity.

"Post Pay Due Date" shall be defined as in Section 10.f.1.a "Post Pay Service" shall be defined as service paid for in arrears. "Prepaid Due Date" shall be as defined in Section 10.f.1.b. "Prepaid Service" shall be defined as services paid for in advance.

"Promotion" shall be defined as pricing available for a limited time only, with an expiration date, or for similar limited duration.

"Proprietary Information" shall be defined as in Section 17.a.

"Released Parties" shall be defined as a party and its successors and permitted assigns, each Subcontractor of Reseller and subcontractor of Company and its successors and assigns under any subcontract under which work has been or is to be provided, each Affiliate of any of the foregoing Persons and each partner, stockholder, director, officer, employee, agent, or representative of any of the foregoing.

"Releasing Party" shall be defined as a party, each Affiliate of a party, each subcontractor of a party, each partner, stockholder, member, director, officer, employee, agent, or representative of any of the foregoing, and each of the respective successors, assigns, heirs, and legal representatives of any of the foregoing.

"Requirements of Law" shall be defined, as to any Person, all laws, rules, regulations, judgments, injunctions, standards, codes, limitations, restrictions, conditions, prohibitions, notices, demands, or other requirements or determinations of a court or other Governmental Authority or an arbitrator, applicable to or binding upon such Person, any of its property, or any business conducted by it or to which such Person, any of its property or any business conducted by it is subject.

“Reseller” shall be defined as Snail Mobile, LLC.

“Roaming” shall be defined as any wireless telecommunication service that does not use the wireless service provider’s network with whom Company has reached an agreement to obtain service pursuant to a resale or MVNO agreement to provide service to subscribers.

“Sales Literature” shall be defined as in Section 14.

“Security” shall be defined in the form of a Letter of Credit or in a cash deposit held by Company as set forth in Section 11.

“Subscriber” shall be defined as in Background paragraph A. “Subscriber Equipment” shall be defined as in Section 5.

“System” shall be defined as the wireless operating network of the wireless network service provider utilized by the Company.”

“Technical Standards” shall be defined as in Section 40.e.

“Telecommunications Service” shall be defined as services consisting of (i) the transmission, distribution, broadcast, conveyance, or reception of Messages over a Telecommunications System, (ii) making available a Telecommunications System or a part thereof, access thereto, or use thereof for the purpose of the transmission, distribution, broadcast, conveyance, or reception of or access to Messages, or (iii) providing programming, content, or other Messages through a Telecommunications System, including any services that are described in, or equivalent to any described in, the definitions of the terms “telecommunications services” and “information services” in the Communications Act of 1934, as amended, and any other services that would be subject to the jurisdiction of the Federal Communications Commission.

“Telecommunication System” shall be defined as a system or network for the conveyance, through the agency of electric, magnetic, electro-magnetic, electrochemical, or electro-mechanical energy, of (a) speech, music, and other sounds; (b) visual images; (c) data; (d) signals serving for the importation (whether as between Persons and Persons, things and things, or Persons and things) of any matter otherwise than in the form of sound or visual images; or (e) signals serving for the actuation or control of machinery or apparatus.

“Term” shall be defined as in Section 2.

“Trademarks” shall be defined as in paragraph 19. “Transshipping” shall be defined as in Section 13.

THIS AGREEMENT SHALL NOT BE EFFECTIVE UNLESS ALL EXHIBITS ARE ATTACHED AND INITIALED BY Reseller AND THE CHIEF EXECUTIVE OFFICER OF COMPANY.

IN WITNESS WHEREOF, the parties hereto have entered into this Agreement as of the date and year first above written.

Enhanced Communications Group LLC

By: _____

Snail Mobile, LLC

By:  _____

Jim Shun Tsai, President

amended, and any other services that would be subject to the jurisdiction of the Federal Communications Commission.

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Enhanced Communications Group LLC

Snail Mobile, LLC

By: 

Bo Summers, CEO

By: _____

Jim Shun Tsai, President

Exhibit A

Rates

See Schedule A.

Exhibit B

ACH Agreement

TO BE PROVIDED UPON COMMENCEMENT OF COMMERCIAL OPERATIONS.

Exhibit C

CPNI Confidentiality Agreement

TO BE PROVIDED UPON COMMENCEMENT OF COMMERCIAL OPERATIONS.

Exhibit D

IRREVOCABLE STANDBY LETTER OF CREDIT

**DNA – CASH SECURITY DEPOSIT PROVIDED UPON COMMENCEMENT OF
COMEERICAL OPERATIONS.**

EXHIBIT E

RESALE CERTIFICATE

EXHIBIT F

FEDERAL UNIVERSAL SERVICE FUND CONTRIBUTOR CERTIFICATION