



CUSTOMER AGREEMENT

Terms & Conditions

Please read carefully and keep for future reference.

September 1, 2008

By accepting this agreement, you are bound by its conditions.

This agreement begins when you accept services provided by Silver Star Communications and Affiliates. The terms in this agreement do not require a signature to be in effect.

Silver Star Communications and Affiliates reserves the right to change the terms of your service at any time.

For the purpose of this agreement
"Silver Star Communications and Affiliates" refers to
Silver Star Communications,
Mountain Land Communications (Long Distance),
Gold Star Communications (Silver Star PCS),
Millenium (Digital TV),
and Silver Star Internet.

Local Telephone

Silver Star may waive standard deposits if customer signs up for and retains automatic payment enrollment. Default in autopayments such as insufficient funds, may result in deposits charged back onto customers account within the first 12 months of service.

Silver Star Communications' billing policy

- Billing statements are mailed at the end of the month.
- Payments are due the 20th of the month.
- Acceptable forms of payment include:
 - cash/check
 - credit/debit cards
 - online payments
- Automatic payment options include:
 - automatic bank draft
 - automatic credit card payment

Due date extensions are permitted when pre-arranged. Contact Customer Service at 877.883.2411 to make a payment arrangement if payment will not be received by the 20th.

If payment is not received by the 20th:

- A "past due" notice will be sent stating the amount overdue and the date telephone service will be disconnected if payment is not received.
- If payment is not received after the above notice and payment arrangements have not been made, service may be reduced to basic local service or disconnected.
- If payment arrangements have been made and the arrangement is not met, service may be disconnected.
- We will attempt to reach the account holder by phone at least 24 hours prior to disconnection.

To reinstate your service, the balance on your account and reconnection fees may be apply. If you are disputing charges on your bill, contact us immediately. Your service will not be interrupted while any unresolved disputes exist regarding your account. Please contact us if you have further questions regarding our billing policy.

If your local telephone service is out of service, please dial 611 to report the service problem from the location where service is not working. You may also call 877.883.2411 or email silverstar@silverstar.com.

Packages

Agreement: Silver Star Communications' packages include any combined services where you receive a discount for subscribing to multiple services. In order to receive packaged service discounts on service for high-speed Internet, Digital TV and Silver Star PCS you must be in a current contract for that specific service. Qualified Silver Star PCS and Internet plans must be of a specific value (see website or application for details). Discounts apply to Silver Star PCS main line access fees only. **We reserve the right to alter or cancel part of or the entire service package at any time.**

Long Distance Calling Plans: The Talk-a-Lot long distance plan cannot be used by business accounts or for Internet access. Silver Star reserves the right to terminate or alter any long distance plan at any time. Bundled long distance calling minutes are only available for the month of service and do not accumulate over time.

Internet Service

Agreement: Internet service is granted based on local, state and federal laws and Internet acceptable use policies, including but not limited to:

- a. You may not make available via Silver Star Communications' Network to others any material that is copyrighted or violates local, state or federal law.
- b. You may not utilize the connection to Silver Star Communications' Network for commercial purposes or personal gain and may not sell/re-sell such access.
- c. You are responsible for all use of computer(s), whether used by you or others, connected via Silver Star Communications' Network and for ensuring that any use does not invade or adversely affect the operation of Silver Star Communications' Network.
- d. Silver Star Communications may restrict or limit usage of Network for entertainment purposes: transfer of video, audio files, etc.
- e. You may not send or relay UCE/SPAM/BULK emails.
- f. You must be 18 years of age or older.
- g. Silver Star Communications reserves the right to modify special promotions for Internet products.
- h. DSL service requires that the location for service be within the Silver Star Communications telephone serving territory.

Contract Term:

1 and 2 year contracts may be completed over 36 months. 3 year contracts may be completed over 48 months. You may temporarily suspend Internet service during the contract term. You must reactivate service within 12 months and will be charged a \$10 fee per reactivation. A move of service is considered a disconnect and new install; charges for new service will apply.

Service Details: Silver Star provides dial-up service, DSL high-speed Internet, high-speed via fiber to the home, and wireless Internet service. Internet service connection speeds are offered between your location and Silver Star Communications. Actual data transmission rates may fluctuate due to Internet congestion, server or router speeds, protocol overheads and other factors which cannot be controlled by Silver Star Communications. A "best-effort" level of service is all that is guaranteed. If we are called to your site and it is determined that the problem is other than Silver Star Communications' Internet service, you will be billed \$85/hour, with a minimum of one hour and pro-rated for each additional half hour increment.

Installation: Internet customers agree to pay installation fees as described online at www.silverstar.com or on the Internet application. DSL customers without phone service at locations without an existing telephone line must have a line installed for service. Wireless Internet customers may incur additional fees depending on location of service in relation to Silver Star's wireless equipment. Prior to installation, you are responsible for ensuring that your computer is configured for a high-speed connection. For DSL, you must have a working jack to connect the modem to. Silver Star Communications will provide additional inside wiring, if necessary, for \$52/hour. If you install a network utilizing Silver Star Communications equipment, Silver Star Communications is not responsible for problems that may occur. We will work on network-related problems for \$85/hour. Installation dates and times will be determined by Silver Star Communications. You are required to be present for installation; cancellation without notice will result in an \$52 "no show" fee and rescheduling may result in a delay of service.

Equipment: Equipment rented from Silver Star Communications remains property of Silver Star Communications. Equipment rental rates are available online at www.silverstar.com or on the Internet application. Leased equipment that fails will be replaced at no cost to you. All maintenance and repair of the equipment shall be performed by a Silver Star technician. You may be charged for any repairs that are necessitated by any damage to or misuse of the equipment. Customer shall have no right to sell, give away, remove, or tamper with Silver Star owned equipment. Purchased Internet equipment required for service is under warranty by Silver Star Communications for 30 days for equipment failure, with the exception of natural causes (ex. lightning). DSL modems are required for service for DSL high-speed Internet service. Wireless Internet service requires a wireless equipment package. All other Internet-related equipment (routers, battery back-ups, etc.) will be under warranty by Silver Star Communications for thirty (30) days, and thereafter by the manufacturer. We are not responsible for equipment purchased and/or installed by you.

Early Termination: You will be subject to a termination charge of \$15 per month for each remaining month of the Internet contract term.

Digital TV

Agreement:

- a. **Service Plans.** You must subscribe to a base programming package in order to receive additional services such as premium movie services.
- b. **Programming Changes.** Many changing considerations affect the availability of programming. Silver Star Communications reserves the right to change, add, or delete our program packages and the channels within those packages, our prices, and any other service we offer, at any time.
- c. **Line Connection.** In order to receive Digital TV service, a working DSL or Fiber connection must be in place between Silver Star Communications and your location. If you do not subscribe to DSL or Fiber high-speed Internet service, a \$20 monthly connection fee will apply.
- d. **Blackouts.** Certain programming, including sports events may be blacked out in your local reception area. Blackout restrictions are decided by the sports leagues and the other entities that own the local broadcast rights.
- e. **Business Customers.** Additional terms and restrictions may apply to business applications.

Contract Term:

1 and 2 year contracts may be completed over 36 months. 3 year contracts may be completed over 48 months. You may temporarily suspend Digital TV service during the contract term. You must reactivate service within twelve months and will be charged a \$10 fee per reactivation. A move of service is considered a disconnect and new install; charges for new service will apply.

Installation: Digital TV customers agree to pay installation fees as described online at www.silverstar.com or on the Digital TV application. Typical installation includes the setup of the set top box, router configuration, switch, and all devices already connected when the installer enters the premise. Additional configurations not covered in typical installation are subject to a \$85 per hour charge, including the installation of multiple televisions, and cabling. Installation in rental units or homes requires signed authorization from owner. You are required to be present for installation; cancellation without notice will result in a \$52 "no show" fee and rescheduling may result in a delay of service.

Equipment: The initial set top box and equipment is leased to customer at no charge, unless otherwise specified. Additional set top boxes may be leased for a monthly charge. Leased equipment includes a set top box, Switch, and Remote Control. Leased equipment shall remain exclusive property of Silver Star Communications. All maintenance and repair of the equipment shall be performed by a Silver Star technician. You may be charged for any repairs that are necessitated by any damage to or misuse of the equipment. Customer shall have no right to sell, give away, remove, transfer, or tamper with the equipment.

Equipment Return upon Termination of Services: Please notify Customer Service to reschedule the return of equipment. The cost of equipment will be charged to you if it is not returned upon termination. For a list of equipment costs, contact Customer Service.

Transfer of Equipment: We consider you to be responsible for all equipment necessary to receive Digital TV programming. You are liable for charges incurred in the use of your equipment by others until you notify us of a transfer. Leased equipment may not be transferred. Equipment may be transferred at the same property between owners with an authorized relinquish signature.

Early Termination: You will be subject to a termination charge of \$15 per month for each remaining month of the Digital TV Contract.

Silver Star PCS

Contract: Upon approval of your request for service and activation of your Silver Star PCS phone, we will authorize service to you using the Silver Star Network in accordance with this contract. You agree to pay for and use Silver Star PCS service in accordance with those provisions (including rate plans, data plans, features, promotions, etc., you select). All conditions of this contract apply to any future lines of service, and to any changes made to any of the above charges.

- a. You confirm that you have read and agree to all of the provisions of this contract,
- b. You authorize Silver Star PCS and its agents to check your credit references through a credit bureau and with other references and to report Silver Star PCS' credit experience with you to credit bureaus,
- c. You authorize faxing your signature on the application to demonstrate your consent to checking your credit history,
- d. If you are signing on behalf of a corporation or other entity, you give your assurance that you have authority to sign, and if you lack the authority, that you will be personally responsible for all amounts due under this contract,
- e. If you are signing on behalf of a partnership, or private corporation, or limited liability corporation or other entity, you personally guarantee payment and performance of all obligations of this contract,
- f. You understand that should you wish to cancel your Silver Star PCS contract, you must give at least 30 days notice, and
- g. You understand that both the Mountain West and Fifty States rate plans require 50% of your airtime to originate within your local calling network.

Service Availability: Silver Star PCS' service is provided over radio facilities and is available only within their operating range. Radio signals are subject to inherent limitations, such as blockage from the horizon or intervening terrain, structures or heavy foliage, and the effects of excess distance, multi-path distortion, radio or electronic interference, and other natural or man-made conditions. Service may be limited by acts of nature, system repair, and emergency or in suspected fraud, abuse, viruses, or hacking. If you are outside Silver Star PCS' Network, then service is also subject to the availability of roaming arrangements, and functionality may vary while roaming. A digital, dual-mode (CDMA) phone is required to access a digital signal.

Charges: Your charges for cellular access and system features will be billed and paid one month in advance or in arrears depending on your service plan, with fractions of a month prorated if necessary. Prorating of monthly charges is calculated on the basis of a thirty (30) day month. All usage of your cellular phone or device must be paid by you, whether the call originates from your phone or device or someone calls your phone or device, and whether the usage is on Silver Star PCS' system or another cellular system in a different service area. Charges for usage in a different service area (roaming) may be delayed and not appear on your cellular bill until sometime after the month the charges were actually incurred. Roaming airtime minutes will be applied against the included minutes for the month in which they were billed. Your usage charges start with the channel seizure (when you press the SEND button). You are not charged for busy signals or when no one answers if END is pressed within 8 seconds. Airtime is billed in 60 second increments. Because fractions of minutes are rounded up, the actual included minutes available may vary. In addition to cellular service, you must pay all taxes, carrier charges and mandated fees, if any, incurred by the use of your cellular phone or device, such as all applicable federal, state or local taxes (whether levied as excise, sales, use, receipts, spectrum, utility, 911, message or other form of tax), landline access fees, long distance charges, toll charges, interconnect charges, maritime service charges, operator assisted calls or charges, information charges, and dial up service vendor fees. You must provide us with an original Tax Exempt Document to be relieved of future charges for any such taxes (you cannot receive credit for any taxes already paid).

Security Deposits: Silver Star PCS, at its discretion, may require you to make an initial and, if necessary additional, security deposit to be held as guarantee of your payment of future charges while this contract is in effect. Each security deposit may be held by Silver Star PCS in an account which may hold other funds of Silver Star PCS. Security deposits will be held for the term of this contract and returned at the end of contract term if 12 months of continuous good payment history and no disconnects for non pay or NSF checks have occurred. Interest shall be paid to you upon return of any security deposit. Each security deposit may be applied by Silver Star PCS to any amount you owe at any time. Silver Star PCS may return any security deposit in excess of \$10 or other amount due to you by mailing it to your address appearing in Silver Star PCS' records. If you do not cash a returned payment within ninety days after being sent, then the amount shall be treated as forfeited by you.

Cancellation Fee: Your service contract may carry a minimum term. You understand that should you wish to cancel your contract, you must give at least 30 days notice and if you cancel your contract before the term has expired and/or port your number, you must pay a cancellation fee of \$175 prorated \$5 for each full month toward your minimum term on 2-year contracts and \$125 prorated \$5 for each month on 1-year contracts and a \$25 fee if you choose to port your number to another carrier. Customers

(whose service is cancelled) are responsible for the payment of all outstanding charges including those for which they have not yet been billed. Customer is also responsible for payment of service through the end of the month in which service is cancelled. The monthly service charges are nonrefundable if service is terminated prior to the end of a billing cycle.

Limitations on Your Usage: You may not use your cellular phone or device for any unlawful purpose, such as aiding or committing a crime or making an obscene or harassing phone call. For your own safety, and the safety of others, do not place a cellular call while you are driving and the vehicle is in motion. Do not use your cellular phone or device in any circumstance that would increase the risk of an accident or other hazard. Turn off power to your cellular phone or device when you are in an airplane, or in an explosive atmosphere, or near flammable vapors, or in the vicinity of blasting caps, explosives or blasting operations. You may not transmit a signal that may harm our system. While it is difficult and illegal for unauthorized persons to intercept conversations carried on Silver Star PCS' system or the wire line network, the privacy of your conversations cannot be guaranteed. If you are concerned about privacy, there are devices you can purchase for your cellular and regular phones, which will scramble your conversations electronically, making them more difficult for unauthorized persons to overhear.

Rate or Phone Number Changes: Silver Star PCS reserves the right to change any of its rates or terms of service, even if this contract has not expired or terminated and even if a prepayment has been made. If a change is ever made which would increase your cost, you will be provided at least thirty (30) days advance written notice of the change. If you do not agree to a change which increases your cost, then you will be permitted to change your rate plan to any other plan offered by Silver Star PCS (without charge for the plan change). If you cancel under these circumstances, you must give prior written notice cancellation to Silver Star PCS. If you have given a cancellation notice but the increase is revoked by Silver Star PCS prior to the date that the increase is to take effect, then this contract shall continue in force. Silver Star PCS also reserves the right to change each phone number assigned to you on its system.

Disputed Charges: If you dispute any charge appearing on your bill, call or write Customer Service prior to the due date on your bill to resolve your question. If you and Silver Star PCS continue to disagree, then the disputed amount shall remain due, and if it is not paid when due, it shall be considered delinquent.

Delinquent Accounts: If you do not pay your bill by the due date on the invoice, your account will be delinquent. Each delinquent account shall be subject to a late payment fee equal to one and a half percent (1.5%) of your entire balance due to Silver Star PCS, including previously accrued late payment fees for each month or fraction of a month that the account is delinquent. Each delinquent account is also subject to suspension or termination of service without advance notice.

Suspension: Silver Star PCS may suspend or discontinue service to you immediately without notice if your bill is not paid on time, you become insolvent or are subject to bankruptcy proceedings, your check is returned for insufficient funds, or you violate any term of this contract. You may also be subject to a reactivation charge of \$35 if your service is restored after suspension or discontinuance.

Collection Cost: If Silver Star PCS engages a collection agency or lawyer to collect your bill or to enforce this contract, or if any lawsuit or other proceeding is commenced to do so, then you shall also pay for all resulting fees and expenses incurred by Silver Star PCS, including collection agency fees, reasonable attorney's fees (including those on appeal), litigation and appeal expenses, and court costs. Any returned payment will be subject to the maximum penalties allowed by state law. This payment is in addition to the amounts you owe on your bill. Silver Star PCS makes no warranty, express or implied, regarding its service or any cellular phone or device used on Silver Star PCS network or any third party network, including but not limited to, any warranty of merchantability or fitness for a particular purpose. All warranties of this nature are expressly excluded. Silver Star PCS' liability is also limited by the following four paragraphs.

Limitation of Liability to Credits: Silver Star PCS makes no representations that the network will be error free, uninterrupted, or free from any unauthorized access. Silver Star PCS will not be liable for signal loss for less than 24 continuous hours. Except for the credits described in the next paragraph, we shall not be responsible or liable to you or to any other person or entity for any problem with the service provided (meaning any mistake, omission, interruption, delay, error, defect, denial, lack of privacy, or other failure). Under no circumstances shall Silver Star PCS be responsible or liable to you or to any other person or entity for any other damage, loss or expense arising from the problem or from your equipment, including but not limited to any loss of opportunity or profit, or any special, incidental, or consequential damages.

Determining the Credit: If a communication is attempted but fails or is unintelligible as a result of a problem with Silver Star PCS' service, or if Silver Star PCS' service is unavailable for an extended period of 24 or more consecutive hours as a result of the service problem, and if you are subsequently billed by Silver Star PCS for the attempted communication or for access during the extended period of unavailability, then you may contact Customer Service at Silver Star PCS before the due date on your bill and explain the problem, and if Silver Star PCS agrees, it will cancel or reduce the charge, if any, actually billed to you under your rate plan for attempted communications or for access during the extended period of unavailability. NO charge will be cancelled or reduced if the occurrence of the problem cannot be independently verified from Silver Star PCS' records of your calls or its other records.

Text Messaging: Text messaging capable phone required. To receive information from the internet, you must sign-up with a third party provider. Messages can be sent and received when using the Silver Star PCS network and select partner networks while roaming. While roaming, functionality may vary. Ability to receive messages in any geographic area is not an indication that you can send messages. There is no guarantee of actual delivery or delivery within a specific period of time. If your phone is turned off, your phone's memory is full or you are outside the service area, the network will store and re-send any messages for up to 72 hours. Messages not delivered after 72 hours will be deleted. Maximum outgoing message length is 160 characters, which includes the header, name, call back number and e-mail address. Any incoming messages over 160 characters will be split into multiple messages. Any characters over the maximum will be split into multiple messages. Messages will delete after 640 characters, which exceeds message capacity. Silver Star PCS cannot guarantee that you will not receive unsolicited messages. Without Silver Star PCS's permission or your knowledge, your telephone number and/or message may be intercepted by third parties. Terms and condition of Silver Star PCS service agreement apply. Rates may not apply to prepaid service.

Data Services: Requires a compatible phone for feature use. Not all features are capable with all devices. Owner is responsible for all data charges. Data use applies to all browsing, downloads and sent and received messages. Data use allowance and coverage rates depend on the service plan selected. All data use is billed in kilobytes with each session rounded to the next highest kilobyte. Service is only available when accessing a tower that is data enabled.

Picture Messaging: Without a picture package subscription, picture messages sent or received will be charged \$0.25 per message. Sending and receiving picture messages is only available in the Silver Star PCS network and select partner networks while roaming. Charges will apply for picture messages sent from your phone, even if not delivered to the intended recipient due to system or compatibility issues. Picture messages sent to your phone will incur no charges unless you download them.

BREW: Customers not subscribed to a Silver Star PCS data plan will incur a \$4.95 BREW activation fee (this is a one time fee) after the first billable BREW download. Ringtones can only be downloaded with a BREW capable phone. Downloaded applications cannot be transferred if phone is returned, upgraded, exchanged, lost or stolen. Not all BREW applications are available on all BREW phones. BREW is a trademark of QUALCOMM, Inc.

Information & Content: Silver Star PCS is not a publisher of third-party information or content and is not responsible for any opinions, advice, statements, or other information, services or goods provided by third parties. Any information you involuntarily or voluntarily provide third parties is governed by their policies. Neither Silver Star PCS nor its content providers, service providers or other third parties shall be liable to you for any loss or injury arising out of or caused, in whole or in part, by any information acquired through the Service. You acknowledge that every business or personal decision, to some degree or another, represents an assumption of risk, and that neither Silver Star PCS nor its content and service providers or suppliers, in providing access to information, underwrites, can underwrite, or assumes your risk in any manner whatsoever.

Permissible Uses: Data Service sessions may be conducted only for the following purposes: (i) Internet browsing; (ii) email; and (iii) corporate intranet access (including access to corporate email, customer relationship management, sales force automation, and field service automation applications).

Prohibited Uses: Unless specifically outlined by your rate plan, prohibited uses include, but are not limited to, using Services: (i) with server devices or with host computer applications, including, without limitation, Web camera posts or broadcasts, continuous file transfers, automatic data feeds, telemetry applications, automated functions or any other machine-to-machine applications; (ii) as substitute or backup for private lines or dedicated data connections; (iii) for Voice over IP; (iv) in conjunction with WWAN or other applications or devices which aggregate usage from multiple sources prior to transmission; (v) using the Services for any activity that

adversely affects the ability of other people or systems to use either the Services or other parties' Internet-based resources including, but not limited to excessive consumption of network or system resources (whether intentional or unintentional) and "denial of service" (DoS) attacks against another network host or individual user; (vi) interference with or disruption of other network users, network services or network equipment; (vii) for uploading, downloading or streaming of video content (e.g. movies, TV), music or games; (viii) for any applications that tether the device (through use of, including without limitation, connection kits, other phone/PDA-to-computer accessories, Bluetooth or any other wireless technology) to laptops, PCs, or other equipment for any purpose; (ix) as a medium to distribute mass, unsolicited or otherwise unlawful mail and/or content. Service is not intended to provide full-time connections, and the Service may be discontinued after a significant period of inactivity or after sessions of excessive usage. Silver Star PCS reserves the right to (i) limit throughput or amount of data transferred, deny Service and/or terminate Service, without notice, to anyone it believes is using the Service in any manner prohibited above or whose usage adversely impacts its network or service levels and (ii) protect its network from harm, which may impact legitimate data flows. You may not send solicitations to Silver Star PCS subscribers without their consent. You may not use the Services other than as intended by Silver Star PCS and applicable law. Plans are for individual use only and are not for resale. While in a data session, you will be unable to make/receive voice calls. Silver Star PCS reserves the right to limit throughput speed or immediately terminate the service of any such person without notice if any line of service uses: (i) more than 5 GB of data in a given month and is presumed to be using the service in a manner prohibited above; (ii) 50% or more of its data usage off of the Silver Star PCS network in any 30 day period.

Security: SILVER STAR PCS DOES NOT GUARANTEE SECURITY. If you use your device to access company email or information, it is your responsibility to ensure your use complies with your company's internal IT and security procedures. Silver Star PCS recommends the use of firewall, Anti-Virus, Anti-Spam, Anti-Spyware & Anti-Malware hardware/software.

RIM® BlackBerry®: Customer's activation, use, and/or continued possession of any hardware, software, and/or services (collectively, "Equipment and Services") received from Silver Star PCS or any of its subsidiaries or affiliates (collectively, "Silver Star") constitutes Customer's certification to Silver Star PCS that the Equipment and Services will not be imported, used, exported, transferred, or re-exported except in compliance with the laws and regulations of the national and/or other government authorities with authority over the country(ies) and/or territory(ies) from which the Equipment and Services are being exported or to which the Equipment and Services are being imported (collectively, the "Government Authority(ies)"). Without limitation, the Equipment and Services will not be exported: (a) to any country subject to UN Security Council embargo or action; (b) to countries subject to U.S. economic sanctions and embargoes; and/or (c) to persons or entities prohibited from receiving U.S. exports or U.S.-origin items. In addition, Customer certifies that Customer will not use the Equipment and Services in the development, production, handling, maintenance, storage, detection, identification, or dissemination of chemical, biological, or nuclear weapons or their missile delivery systems, or of materials or equipment that could be used in such weapons or their missile delivery systems, or resell or export to any person or entity involved in such activity.

Customer will defend and indemnify Silver Star PCS against all claims, actions, judgments, damages, fines, costs, and other expenses (including reasonable lawyer's fees and disbursements (collectively, the "Export Related Claims") arising out of Customer's failure to comply with the requirements of this Acceptable Use Policy and the certifications and commitments contained herein. For avoidance of doubt, Export Related Claims shall include regulatory enforcement proceedings initiated by any Government Authority and the costs thereof. In relation to any Export Related Claim: (a) Silver Star PCS shall have sole control of the defense and/or settlement thereof; (b) Customer shall furnish to Silver Star PCS on request all information in Customer's possession or control for such defense; and (c) Customer shall cooperate with Silver Star PCS in the defense of such claims as requested by Silver Star PCS. Research InMotion, the RIM logo, BlackBerry, the BlackBerry logo and SureType are registered with the U.S. Patent and Trademark Office and may be pending or registered in other countries - these and other marks of Research In Motion Limited are used under license.

General Matters: Silver Star PCS may assign its rights, obligations and liabilities under this contract without notice to you. You may assign your rights, obligations and liabilities under this Contract only with Silver Star PCS' prior written consent. Subject to this restriction, this contract shall be binding on your heirs, representatives, and permitted assigns or successors in interest, if any. All notices required under this contract must be in writing. Each notice to you shall be effective the day after Silver Star PCS deposits the notice in the U.S. mail, postage prepaid, addressed to you in accordance with Silver Star PCS' records of your account. Notices to Silver Star PCS shall be effective only when actually delivered to an authorized employee of Silver Star PCS at its headquarters address. The laws of the state in which the cellular service was initiated shall govern this contract. If any provision of this contract is held to be unenforceable or contrary to law, then the provision shall be revised, if possible, by the reviewing authority to the minimum extent necessary to make the provision enforceable and legally valid and the remaining provisions of this contract shall continue in effect.

This contract may not be modified unless the modification is in writing signed by you and an authorized employee of Silver Star PCS. Any failure by Silver Star PCS to insist on strict performance of any of your obligations under this contract will not be a waiver and shall not affect Silver Star PCS' right to insist later on strict performance of your obligations. If any prior statement, communication or contract with you that was made on behalf of Silver Star PCS that is inconsistent with this contract, then this contract shall control and take precedence. Silver Star PCS may send you notices by mail or electronic means, including bill stuffers, or text messages to your handsets, at its discretion.

50% Network Calling: Silver Star PCS reserves the right to terminate your contract if more than 50% of your total minutes are not used on the Silver Star network. If service is terminated, you will still be responsible for early termination fees.

Pay As You Go Phone Numbers: Phone numbers assigned to Pay As You Go accounts are the property of Silver Star PCS and may not be transferred (ported) to another wireless provider.

Indemnification: In the event that any personal injury, property damage, distress, harassment, defamation, copyright infringement, contract breach or other harm is caused by you or any other person or entity while using your cellular phone or device, or if you fail to perform this contract or to act in accordance with any of its provisions, then you shall pay for and protect Silver Star PCS against every resulting claim, suit, action, loss, expense, or liability, including attorney's fees and litigation expenses (including those on appeal). Your obligations in this regard shall survive the expiration or termination of this contract and your protection of Silver Star PCS under this paragraph shall also extend to Silver Star PCS' owners, managers, employees, agents. The use of cellular devices while operating a motor vehicle may be prohibited by law. It is your responsibility to obey all laws and you will indemnify Silver Star PCS of such use. This contract constitutes the entire contract between you and Silver Star PCS regarding your service, but may be amended at any time in its sole discretion by Silver Star PCS.

The following terms apply to all above services.

Payments and Plan Changes

Payment Schedule: Payments for service are due on the 20th of each month. A \$5 finance charge will be assessed for each Internet and Digital TV account with a past due amount. Silver Star Communications reserves the right to request payment in advance. Silver Star PCS late fees are described in the Delinquent Accounts section.

A returned check will be considered non-payment and a \$15 processing fee will be charged. If the payment is insufficient a second time the customer will be required to pay in cash or with a credit cards. Insufficient payment returns may result in suspension of services.

Failure to pay monthly service charges shall give Silver Star Communications and Affiliates the right, without liability, to discontinue service. To restore service after a disconnect, you must pay the outstanding balance and a reconnect charge for non-payment of \$32 for telephone, \$20 for Internet, \$5 Digital TV, and \$35 for PCS service.

Plan Changes: Customers may upgrade services at any time without incurring service fees. Downgrades to service will incur a \$10 service fee.

Relinquishing Accounts: Customers may relinquish Internet, TV and PCS service to another individual by submitting signed authorization. Internet and TV customers obtaining relinquished service must sign a new contract. PCS customers obtaining relinquished service will be subject to existing contract terms and security deposit requirements.

Cancellation

Terms: The term of this contract begins on the date service is provided to you; this contract shall continue until the expiration of the contract term. The term of this contract is indefinite and service will continue until canceled as provided herein. Unless you notify Silver Star Communications and Affiliates of your desire to terminate service, we will automatically continue providing subscribed services on a monthly basis. You may cancel service by notifying us. You may be charged a deactivation fee and/or be responsible for early termination fees as specified under each service above. We may cancel your service at any time if you fail to pay amounts owing to us when due, subject to any grace periods, or breach any other material provision of this contract. In such case, you will still be responsible for payment of all outstanding balances accrued through that effective date, including deactivation fees specified under each service above.

30 Day Satisfaction Guarantee: You may terminate your service within 30 days of activation for any reason, with no penalties or early termination charges. In order to qualify for the 30 Day Satisfaction guarantee, you must 1) contact Silver Star Communications to cancel your plan, 2) return all equipment received with the original packaging, and 3) submit payment for all fees incurred on your account from the date of activation to termination, including but not limited to monthly plan charges, taxes, and equipment purchases. Failure to pay a statement is not considered termination of your account. Final billing for your account may take two full billing cycles to process charges.

Limits on our Responsibility

Periodic Service Interruptions: Silver Star Communications and affiliates will not be responsible for any failure to perform any obligation or provide any services hereunder due to any Act of God or nature, strikes, work stoppage, equipment or facilities shortages, governmental acts, directives or abuse, war, riot or civil commotion, or any other force beyond our immediate and reasonable control. Service may be interrupted from time to time for a variety of reasons. Silver Star Communications and Affiliates may schedule service interruptions to perform maintenance activities. By accepting service and the terms of this contract, you are consenting to allow us to contact you in writing by mail, in person by phone, by text message if you are a PCS customer, and by email if you are an Internet customer.

Resolving Disputes

Binding Arbitration: Any dispute or claim arising out of or relating to this Contract or to any product or service provided in connection with this Contract (whether based in contract, tort, statute, fraud, misrepresentation or any other legal theory), will be resolved by binding arbitration under the rules and procedures of the American Arbitration Association, except that (1) you may take claims to small claims court if they qualify for hearing by such a court, or (2) you or we may choose to pursue claims in court if the claims relate solely to the collection of any debts you owe to us. However, even for those claims that may be taken to court, you and we both waive any claims for punitive damages and any right to pursue claims on a class or representative basis.

Waiver of Punitive Damage Claims and Class Actions: By this contract to arbitrate set forth above, both you and we are waiving certain rights to litigate disputes in court. If for any reason the arbitration clause is deemed inapplicable or invalid, you and we both waive, to the fullest extent allowed by law, any claims to recover punitive or exemplary damages and any rights to pursue any claims on a class or consolidated basis or in a representative capacity.

Your Rights: You have the right to terminate this contract in writing in the event that we fail to perform or observe conditions under this contract within 30 days after receiving written notice of the default. If with diligence and in good faith, repairs cannot be made in thirty days, Silver Star Communications and Affiliates shall have reasonable additional time, not to exceed 90 days, to make amends. If you cancel, suspend or defer any order for services under this contract after we have begun efforts to repair service, you shall pay all related fees and costs reasonably incurred for the initial term of this contract.

Attorney's Fees: You agree to pay any reasonable attorney's fees and legal expenses incurred by Silver Star Communications and Affiliates as a result of your failure to comply with the terms and conditions set forth in this contract. In the event of legal action arising out of or related to this Contract, including claims for non-payment of amounts owed, Lincoln County, Wyoming shall be the exclusive jurisdiction and legal venue for said action and this Contract shall be construed according to the laws of the State of Wyoming. This contract supersedes any previous contracts, verbal or written.

Changes in Terms: Periodic amendments to this contract will be issued as warranted. Any significant amendments to this contract will be sent to you. You always have the right to cancel your service at any time, and you may do so if you do not accept changed terms or conditions. If you do cancel, you will be subject to early termination fees as specified above.

Other Liability Limitations: Silver Star Communications and Affiliates shall not be responsible or liable to you or to any other person or entity for any act or omission of any person or entity other than Silver Star Communications and Affiliates, or due to any cause beyond the control of Silver Star Communications and Affiliates, including but not limited to, acts or omissions of other communications carriers equipment manufacturers, lack of security, government actions or inaction, license restrictions, court orders, equipment failures, modifications, capacity limitations, vandalism, theft, criminal acts, terrorism, war, or accidents. Any liability of Silver Star Communications and Affiliates to you shall be limited to Silver Star Communications and Affiliates itself and shall not entitle you to any legal recourse against any owner, manager, employee, or any person representing Silver Star Communications and Affiliates. We will be responsible or liable to you only for up to 2 months of your average rate plan cost.

Privacy

Silver Star Communications takes protecting your privacy very seriously. To ensure your personal information is secure, we require a security password to access your account.

Silver Star Communications does not share, sell or rent any information regarding your account that is not already public knowledge to any other parties. If you opt-in for CPNI (see below), Silver Star will only use your information to tailor Silver Star's services to you and improve our services.

Customer Proprietary Network Information

Your privacy is important to us. Federal law allows you, the consumer, to choose how we at Silver Star Communications, Silver Star Long Distance and Silver Star PCS ("Silver Star Communications and Affiliates") use your Customer Proprietary Network Information (CPNI).

What is CPNI? CPNI (Customer Proprietary Network Information) is information that telecommunications services such as at Silver Star Communications and Affiliates acquire about our subscribers. It includes not only what services you use but the amount and type of usage. CPNI generally prohibits the use of that information without customer permission, even for the purpose of marketing our other services to you. CPNI includes such information as optional services subscribed to, current charges, directory assistance charges, usage data, and calling patterns. It does not include information such as one's name, address or telephone number. CPNI is data that is not publicly available, such as: the types of service you subscribe to, the number of telephone lines you have, and how much you use your services. You have the right, under federal law, to control how your information is used. Silver Star Communications and Affiliates have the responsibility to protect your information. To restrict the use of your records or "opt out," contact us in writing at the address listed below or email us at cpni@silverstar.com. You always retain the right to restrict the use of your information. Restriction of the use of your information will remain valid; until you contact us in writing or for two years, whichever comes first. Silver Star Communications, Attention: Customer Service, PO Box 226, Freedom, WY 83120

Why does Silver Star need my consent? Silver Star Communications and Affiliates need your consent to use your account information to better meet your telecommunication needs. Silver Star Communications and Affiliates may use information gathered from your usage of their products/services to better offer you communications products and services. Silver Star Communications and Affiliates value their customers and meeting their communication requirements, while protecting your privacy, is our main concern. Only Silver Star Communications and Affiliates will use your Customer Proprietary Network Information. It is important to us that you understand that we will not share, sell, rent or otherwise disclose your information to anyone else. Using this information allows us greater ability to tailor the services we provide to you and improve our services.

How am I affected if I do not provide consent? If you decide not to let Silver Star Communications and Affiliates use your information, this will not affect, in any manner, the services to which you subscribe. Without your consent, Silver Star Communications and Affiliates may not be able to directly offer you new communications products and services that may better serve your needs.

Account Access: Silver Star takes our responsibility to protect your customer information very seriously. We make every effort to provide information requested about your account only to those individuals authorized to access your account. To ensure that only authorized persons have access, we will ask you or authorized persons to provide a password each time you contact us regarding your account. You may change your password by phone (dial 611 or 877-883-2411) or online at www.silverstar.com.

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COMMUNICATIONS
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