

Attorneys' fees. If either party commences an action against the other party to enforce the provisions of this Agreement or to collect any amounts owing pursuant to this Agreement, the prevailing party shall be entitled to recover from the losing party, all attorneys' fees and costs incurred.

Changes. STRATA NETWORKS reserves the right to offer and charge other customers different prices and terms than charged to Customer. STRATA NETWORKS also has the right to change, modify or offer special promotions or packages for its Internet Service without offering the same to Customer.

Entire Agreement. This Agreement supersedes any previous agreements or discussions, verbal or written. This is the entire agreement and can only be modified by a written agreement signed by both parties.

WIRELESS TELEPHONE SERVICE TERMS & CONDITIONS

Your agreement with UBET Wireless, now doing business as STRATA NETWORKS, is for Wireless Service and any additional features or Services. The price established for Service is set forth in the current STRATA NETWORKS calling plan you have selected. The Agreement may have a one or two year minimum term. Cancellation of service before the end of a minimum term is subject to a termination fee. You have authorized STRATA NETWORKS to investigate your credit history and report your performance to credit reporting agencies. To obtain Service, you must satisfy STRATA NETWORKS credit criteria or make a security deposit that is acceptable to STRATA NETWORKS. Your use of Service indicates that you have received a copy of STRATA NETWORKS' calling plan and Terms and Conditions and have agreed to be bound by them. You agree to pay all charges if a company named as the billing responsible party denies responsibility.

Pricing for Services. STRATA NETWORKS will provide pricing for access and airtime per your selected calling plan for the initial term of your Agreement. STRATA NETWORKS may change the price for access and airtime by giving you thirty (30) days prior notice before the effective date of the change. STRATA NETWORKS reserves the right to change pricing for enhanced services, features or optional packages at any time upon thirty (30) days' notice. By continuing to use your phone after that thirty (30) day period, you agree to be bound by any such changes.

Use of Service. All charges and other amounts due under this Agreement, whether authorized or not, will be your responsibility. If more than one party is named in this Agreement as a billing responsible party, liability shall be joint and several. STRATA NETWORKS reserves the right to correct the price for Service if you have received pricing for which you do not qualify. You agree not to resell wireless airtime provided to you to any other individual or entity unless you do so pursuant to STRATA NETWORKS' reseller program.

Worry-free guarantee. You have the option to change to another wireless plan of equal or higher value at any time without penalty. Contract extension and/or renewal may apply. You may become eligible to take advantage of equipment upgrades at promotional pricing; however, promotional offers may require an extension of your customer agreement. We provide a 15-day satisfaction guarantee on any product you buy from STRATA NETWORKS. You pay only for the Service you've used. You will be responsible for all applicable fees, pro-rated access charges, taxes or other charges that accrued to your account through the termination date and equipment return date. You must return the original box intact with all components (phone, charger, battery, instructions, etc.). All components must be in like-new condition. Wireless phone returns must have less than thirty (30) minutes of usage. All returns must be accompanied by the original receipt and will only be granted to the actual purchaser whose name appears on the receipt. At our discretion, we may decline your return or charge you a fee for missing items or items that we determine are damaged or require service. If you return and we accept your equipment within this period, we will refund your equipment purchase price. However, there may be a 20% restocking fee. All cash or check transactions will be refunded by check. Checks take a minimum of 4-6 weeks for processing. Credit card transactions will be refunded to the credit card used for the initial transaction.

Disclaimer of Warranties/Limitation of liability. STRATA NETWORKS IS NOT THE PHONE MANUFACTURER; THEREFORE, ANY DISCREPANCIES ARE HANDLED BY YOUR PHONE'S MANUFACTURER. PHONES OR COMPONENTS WILL NOT BE REPLACED WHEN DAMAGE OCCURS DUE TO ABUSE OR NEGLIGENCE. YOU UNDERSTAND THAT THE ABILITY TO PLACE A WIRELESS CALL, INCLUDING A 911 CALL, MAY BE SUBJECT TO LIMITATIONS OF COVERAGE AND NETWORK CAPACITY, AND THAT YOU SHOULD NOT RELY ON STRATA NETWORKS SERVICE AS YOUR ONLY MEANS OF COMMUNICATION IN EMERGENCY SITUATIONS. RAIN, SNOW, FOG, FALLING LEAVES, WATER, MOUNTAINS, CANYONS AND EVEN BUILDINGS MAY AFFECT SERVICE. ALL WIRELESS SERVICE IS SUBJECT TO "DEAD ZONES" OR NO-COVERAGE AREAS. STRATA NETWORKS CANNOT BE HELD LIABLE FOR INTERRUPTIONS IN SERVICE DUE TO EQUIPMENT FAILURE, EQUIPMENT OR FACILITY SHORTAGES, STRIKES, ACTS OF GOD OR OTHER CAUSES BEYOND STRATA NETWORKS' REASONABLE CONTROL. STRATA NETWORKS WILL NOT BE LIABLE FOR ANY OTHER COSTS, DELAYS, SPECIAL INCIDENTAL INJURIES OR CONSEQUENTIAL DAMAGES, PHYSICAL HARM OR ANY OTHER DAMAGE THAT MAY BE ALLEGED TO RESULT FROM THE USE OF THE EQUIPMENT OR SERVICE. TO THE MAXIMUM EXTENT PERMITTED BY LAW, YOU AND STRATA NETWORKS AGREE TO LIMIT CLAIMS FOR DAMAGES OR OTHER MONETARY RELIEF AGAINST EACH OTHER TO DIRECT DAMAGE, REGARDLESS OF THEORY OF LAW UNDER WHICH THE CLAIM IS RAISED. THIS MEANS THAT NEITHER YOU NOR STRATA NETWORKS WILL CLAIM OR SEEK TO RECOVER ANY INDIRECT, SPECIAL, CONSEQUENTIAL, TREBLE OR PUNITIVE DAMAGES FROM THE OTHER.

Calling Plan and Rates. Your calling plan determines your rates and charges, such as your monthly access fee, the number of minutes included in your monthly allowance, and the per-minute rate for additional minutes, as well as when roaming and long distance charges may apply. Your calling plan is a part of this Agreement.

Time of Your Call. Your calling plan may have different rates depending on whether you make and receive calls on weekdays, nights or weekends. Night time begins at 7 p.m., and ends at 6 a.m. on weekdays (Mountain Time). Weekends are all day Saturday and all day Sunday. Certain holidays qualify for weekend minutes.

Length of Your Call. Your calls are measured in full minutes. That means partial minutes are rounded up to the next full minute. For example, a 15-second call is billed as one full minute. Your calls will be billed from the time you press (SEND) until you press (END).

Network Support. STRATA NETWORKS retains the right to make updates or modifications to customer's handset parameters via OTA (over-the-air) programming without the customer's prior consent. This right may also be granted to third party vendors who work directly with STRATA NETWORKS in supporting and delivering wireless service to STRATA customers.

Airtime Allowance. Your calling plan may specify a set amount of included airtime minutes each month. If a device such as an answering machine or fax machine answers the incoming call automatically, the call may be considered completed and billable. Calls to 800 numbers are toll-free; however, you will be billed for airtime. STRATA NETWORKS customer service and technical support (611 SEND) and emergency calls (911 SEND), are toll- and airtime-free.

Roaming Charges. Your location when placing a call will affect whether roaming charges will apply. STRATA NETWORKS enables you to use your wireless phone across the United States in certain areas where we do not own a wireless network. The billing for any minutes used on these other carriers' networks may be delayed depending on when STRATA NETWORKS is billed by the other carriers. These minutes may be applied against your monthly airtime allowance or be charged as roaming as applicable in the month they appear on your bill and not during the month of usage. Automatic roaming may not be available in all areas, and rates may vary for calls placed while roaming. The accuracy of the roaming indicator on your phone cannot be guaranteed. Calls you place from within your home airtime rate and coverage area may be picked up outside the area if you place the call on or near the borders of the area. Also, a call placed within the home coverage area may be carried on another carrier's network from time to time. This may be due to network outages, number capacity overload, network coverage, environmental or other reasons and may result in additional charges, as if you were roaming outside your home airtime rate and coverage area. Seventy percent (70%) of your daytime minutes or data usage must be used within the STRATA NETWORKS home calling area. If over thirty percent (30%) of your package minutes or data usage occurs outside of the STRATA NETWORKS home calling area, STRATA NETWORKS reserves the right to change your package with thirty (30) days' notice.

Data Plans and Features. Data Plans and Features may ONLY be used with wireless devices for the following purposes: (i) Internet browsing; (ii) email; (iii) intranet access (including accessing corporate intranets, email and individual productivity applications made available by your company); (iv) uploading, downloading and streaming of audio, video and games; and (v) Voice over Internet Protocol (VoIP). The Data Plans and Features MAY NOT be used for any other purpose. You may not use our Data Services for illegal purposes or purposes that infringe upon others' intellectual property rights, or in a manner that interferes with other users' service, interferes with the network's ability to fairly allocate capacity among users, or that otherwise degrades service quality for other users. Examples of prohibited usage include: (i) server devices or host computer applications, including continuous Web camera posts or broadcasts, automatic data feeds, automated machine-to-machine connections, or peer-to-peer (P2P) file-sharing applications that are broadcast to multiple servers or recipients such that they could enable "bots" or similar routines (as set forth in more detail in (iii) below) or otherwise denigrate network capacity or functionality; (ii) as a substitute or backup for private lines or dedicated data connections; (iii) "auto-responders," "cancel-bots," or similar automated or manual routines that generate amounts of net traffic that could disrupt net user groups or e-mail use by others; (iv) generating "spam" or unsolicited commercial or bulk e-mail (or activities that facilitate the dissemination of such e-mail); (v) any activity that adversely affects the ability of other users or systems to use either Verizon Wireless' services or the Internet-based resources of others, including the generation or dissemination of viruses, malware, or "denial of service" attacks; (vi) accessing, or attempting to access without authority, the information, accounts or devices of others, or to penetrate, or attempt to penetrate, Verizon Wireless' or another entity's network or systems; or (vii) running software or other devices that maintain continuous active Internet connections when a computer's connection would otherwise be idle, or "keep alive" functions, unless they adhere to Verizon Wireless' requirements for such usage, which may be changed from time to time.

Data sessions automatically terminate after 12 hours of activity. Data session is inactive when no data is being transferred. Data session may seem inactive while data is actively being transferred to device, or may seem active when it is actually cached and not transferring data. Third party applications may automatically reinitiate data sessions without you pressing or clicking **SEND** or **CONNECT** button. You may be able to send or receive voice calls when your data session is inactive. When this occurs, charges apply simultaneously for voice calls in accordance with your Calling Plan. You are responsible for maintaining virus protection when accessing service.

Exhibit D

You are responsible for all charges, including all data sent and received and “overhead” whether or not you or your recipients actually receive the data. Overhead is all data that is in addition to user-transmitted data, such as control, operational and routing instructions, error-checking characters as well as retransmissions of user-data messages that are received in error. Any unused portion of the megabyte allowance is lost. Data overage and data roam charges vary by plan.

Unlimited Data Plans. The absolute capacity of the data network is limited; consequently, STRATA NETWORKS reserves the right to employ network management practices for the benefit of all data users. If you are an unlimited data plan customer, you agree that “unlimited” means you pay a fixed monthly charge for wireless data services regardless of how much data you use. You further agree that “unlimited” does not mean that you can use your data service in any way that you choose or for any prohibited activities referenced above, and that your use of your unlimited data plan in any manner that is prohibited, STRATA NETWORKS can limit, restrict, suspend or terminate your data services or switch you to a tiered data plan.

Cumulative Charges. On any call you make or receive, different kinds of charges may apply. Charges may also apply to two or more calls simultaneously if you use call waiting, call forwarding, three way calling, voicemail, or if you receive an incoming roaming call.

Government Taxes and Other Charges. *You agree to pay all applicable federal, state and local government taxes, fees and surcharges. You also agree to pay charges that result directly or indirectly from government regulations or mandates, including without limitation, charges related to the universal service and implementation of local number portability. STRATA NETWORKS agrees to give you reasonable prior written notice if any such costs and/or charges are implemented after your service activation date.*

Misuse or Fraudulent Use of Service. Service may be immediately discontinued in the event of any misuse of Service or any use which STRATA NETWORKS determines negatively affects its wireless systems or Customer’s use of service. You will be responsible to STRATA NETWORKS for any expenses incurred as a result of misuse or fraudulent use of Service. It is illegal for unauthorized people to intercept your calls. However, you should keep in mind while using your wireless phone that the phone transmits radio signals and that unauthorized interception of some or all of your call can occur.

Prevent Fraud. STRATA NETWORKS wants to protect your privacy and works hard to prevent unauthorized phone usage or fraud. STRATA NETWORKS recommends the following guidelines to help prevent fraud:

Report a lost or stolen phone to the police and STRATA NETWORKS immediately. Once you’ve notified us, we’ll suspend service for up to thirty (30) days from your notice to us, or until you replace or recover your wireless phone, whichever comes first. Until you notify us, you are still responsible for all charges to your wireless phone number.

Review your bill and report any suspicious calling activity. If we conclude that the calls are fraudulent, you will not be held responsible for the charges.

Have your phone serviced only at a STRATA NETWORKS authorized service center.

Billing. Your bill is our notice to you of your fees and charges and other important information. You should read everything you receive with your bill. Customer agrees to pay for all Services including airtime used by customer. You agree to pay for Service on or before the date the amount is due. You have the right to dispute charges on your bill, but you must notify us of the dispute within 90 days after the billing date. You still have to pay all charges on time until the dispute is resolved. You agree to promptly notify STRATA NETWORKS of any change in your billing address.

Late Payment/No Payment. Late payments will be charged interest on the amount due from the due date until the date paid. STRATA NETWORKS reserves the right to suspend and/or disconnect service on accounts more than 10 days past due. If a suspended account is reactivated, a \$100 security deposit (per phone) and reactivation fees may apply. When reactivating service, a credit application may be required. Should the account become delinquent and subject to collection action, you shall pay reasonable attorney’s fees, court costs, and a collection expense up to 40% of the principal owing. All accounts bear interest of 1.5% per month or 18% per annum.

Bankruptcy. If a petition for bankruptcy relief is filed by or against you, you agree to pay all post-petition charges. If at any time prior to assumption of this agreement by you, you default in making payment when due for post-petition charges, STRATA NETWORKS can immediately terminate this agreement or require a security deposit. If bankruptcy is filed and your account is not paid in full, account reactivation may require a new phone number, a new credit application and a \$100 security deposit (per phone).

Security Deposit. You may have been asked to leave a security deposit at the time you activated your wireless service. If you end your service with us and don’t owe us any money, we’ll refund your security deposit. In order to apply or refund your security deposit, we require that your account has been in current status for one full year. It may take several billing cycles to provide a refund. Amounts of less than five dollars will be refunded only upon request. Security deposits paid by credit card will be given to customer as a final refund by check, which may take up to 4-6 weeks to process.

Service Plan Term. For customers who are on a two (2) year contract, if at any time within the period of two (2) years from the date of this Agreement you disconnect or fail to make monthly payment and are disconnected, in addition to monies owing for Services, you agree to pay to STRATA NETWORKS a disconnect fee of \$200 per phone or \$350 per smart phone. If you agree to maintain service for a two (2) year contract term, upon expiration of the contract term, this agreement will automatically continue on a month-to-month basis unless you contact us to inform us of any changes, including cancellation. If there is no minimum contract term associated with the service plan you elect, this agreement will apply and automatically continue on a month-to-month basis unless you contact us to inform us of any changes, including cancellation.

Ownership of Equipment. STRATA NETWORKS maintains ownership of equipment (wireless phones) which have been discounted for purchase, or which are part of a rebate included with your one (1) year contract or two (2) year contract. If a customer disconnects Service, they own the equipment only after the disconnect fee and the account are paid in full. SPC codes may only be removed from a customer's phone if the phone is no longer in contract and the account is paid in full. There will be a \$100 charge associated with the removal of a SPC code. From time to time, for as long as you remain a STRATA NETWORKS Customer, STRATA NETWORKS may update or reprogram the software contained in your phone. This process may be conducted over the air without notice.

Your Telephone Number. You do not have any rights to any personal identification number, e-mail address or any other identifier STRATA NETWORKS may assign you. This also applies to your telephone number. In certain cases, if you elect to terminate Service from STRATA NETWORKS, you may be able to take your telephone number with you to another carrier. You may or may not be able to use your current wireless telephone on the new carrier's network. If you wish to take your phone number with you when switching to another carrier, do NOT deactivate your number. Once a telephone number has been deactivated, it can no longer be moved to another carrier. Instead, before canceling your STRATA NETWORKS service, have your new service provider advise STRATA NETWORKS of your desire to take your phone number with you. Numbers moved to another carrier before the end of the minimum service term will be treated as an early termination of your Service Agreement and early cancellation charges may apply. You are still responsible for all charges incurred under this Agreement even if you choose to take your phone number to another carrier.

The STRATA NETWORKS system employs Caller ID. STRATA NETWORKS will advise any party that you call of the telephone number that originated the call. If you do not wish for your telephone number to be displayed, you must dial "*67" before placing your call, or by ordering per line call blocking (dialing "*63" before placing a call unblocks the number for that call). You cannot block Caller ID on certain numbers, such as those to 911 and those placed to "toll free" numbers. If your Calling Plan includes Caller ID and you have a compatible wireless telephone, STRATA NETWORKS will display the number that placed the call to you. STRATA NETWORKS' ability to display this number is a function of whether the information on the calling party has been provided to STRATA NETWORKS' network. Not all calls will include information needed to enable STRATA NETWORKS to display the calling party's telephone number.

The Location of Your Telephone. Many handsets are capable of providing STRATA NETWORKS with information as to the location of the handset when a telephone call is initiated. While the accuracy of this location determination varies from call to call as a function of conditions at the time and place of making the call, STRATA NETWORKS will disclose the location of your telephone, based upon information reported by the phone, to emergency personnel anytime you place a call to "911." Not all 911 answering points are capable of processing caller location information and not all handsets are capable of providing locational information to the STRATA NETWORKS network. Consult your telephone owner's manual or contact STRATA NETWORKS to determine whether your wireless telephone is capable of providing locational information which the STRATA NETWORKS network can pass along to emergency personnel.

Miscellaneous. This Agreement supersedes any proposal or prior agreement, oral or written. You acknowledge that no STRATA NETWORKS supplier, employee or agent is authorized to make any representation or warranty with respect to this Agreement, or to waive or alter any provision of this Agreement. If STRATA NETWORKS waives or fails to uphold any provision of this Agreement, it shall not be construed as waiving any other provision.

You understand that your information may be used for marketing purposes within STRATA NETWORK and subsidiary companies only. We may also monitor or record our calls with you for training or quality assurance purposes.

Some features require the use of compatible handsets in order to function properly.

You represent that you are at least 18 years of age and have the legal capacity to accept this Agreement. If you're ordering for a company, you're representing that you're authorized to bind it, and where the context required, "you" means the company. You certify that the information you have provided to STRATA NETWORKS is correct to the best of your knowledge.

The name(s) on the Customer Service Order Agreement are the only authorized name(s) to make calling plan changes or billing inquiries. STRATA NETWORKS will use the address specified on the Customer Service Order Agreement for any notices which it may send to you until such time as you provide STRATA NETWORKS with a different address, to use for such purpose, in writing.

The wireless service provided pursuant to this Agreement are for individual use only and not for resale. We reserve the right to protect our network from harm, which may impact legitimate data flows. We reserve the right to limit throughput or amount of data transferred, and to deny or terminate service, without notice; to anyone we believe is using a Data Plan or Feature in any manner prohibited above or whose usage adversely impacts our network or service levels.

iPad SERVICE TERMS & CONDITIONS

2-Year Contract Service. If you have a two-year contract and cancel your service agreement, a \$100 Early Termination Fee applies for each line of service that you terminate early.

Payment Plan: If you are on a monthly payment plan, you must stay current on all monthly installment payments. Taxes for device(s) are due upon sale. If you default on your payments, you will be held liable for all payments on the remaining balance and any or all collection fees.

CUSTOMER EQUIPMENT USE TERMS & CONDITIONS (EVDO MODEM, FIXED CELLULAR UNIT OR CABLE SET TOP BOX)

STRATA NETWORKS hereby rents and leases to Customer, and Customer hereby rents and leases from STRATA NETWORKS the equipment indicated on Customer's service order, with all replacement parts, additions, repairs, and accessories incorporated therein or affixed thereto. Indicated equipment on Customer's service order (EVDO modem, fixed cellular unit or cable set top box) is herein referred to as equipment.

Term, Deposit and Rental. The term of this lease shall be until one of the following occurs:

1. DSL Internet Service is provided to customer, or
2. Either party discontinues this Agreement by written notice, or
3. STRATA NETWORKS ceases providing EVDO or cable service

The equipment is needed by Customer to obtain cable television or broadband service from STRATA NETWORKS. Therefore the rental cost for using the equipment is included in the charges for the cable television or broadband service.

Status of Equipment. The Equipment shall remain the personal property of STRATA NETWORKS.

Protection of Equipment. Customer shall keep and maintain equipment in good condition and working order, shall use, operate, and maintain equipment in conformity with all laws and regulations relating to equipment's ownership, possession, use, and maintenance, shall pay all costs and expenses of every character occasioned by or arising out of the use and maintenance of equipment, and, on expiration or termination of this agreement, shall immediately return equipment to STRATA NETWORKS in the same condition as received, reasonable wear, tear, and depreciation resulting from proper use thereof alone excepted. If STRATA NETWORKS deems that the aforementioned equipment is not in proper working order due to negligence on the part of Customer, or if the equipment is not returned immediately following the termination of this agreement, Customer agrees to reimburse STRATA NETWORKS for the cost of this equipment (EVDO Modem \$349, Cable Set Top Box \$400 and Fixed Cellular Unit \$400)

Customer shall not remove, alter, or deface STRATA NETWORKS' ownership plates, tags, or identification in equipment.

Customer shall indemnify STRATA NETWORKS against all claims, costs, expenses, damages, and liabilities resulting from or pertaining to the use and operation of equipment during the term of this lease or while equipment is in Customer's possession.

STRATA NETWORKS may enter any premises where equipment is located for the purpose of inspection and may remove equipment forthwith, without notice to Customer, if, in STRATA NETWORKS' opinion, equipment is being improperly used or maintained.

Insurance. Customer shall keep equipment insured, at Customer's own expense, with companies acceptable to STRATA NETWORKS for such amounts and against such hazards as STRATA NETWORKS may require. Losses under such policies shall be payable to STRATA NETWORKS, in terms satisfactory to STRATA NETWORKS. Customer hereby appoints STRATA NETWORKS as Customer's attorney in fact to make claim for, receive payment of, and execute or indorse all documents, checks, or drafts for loss or damages or returned premium under such insurance policies.