EXHIBIT 1

NEXTEL Subscriber Agreement: Expectation Checklist

Welcome to Nextel!

At Nextel, we value our customers, and we want to be sure you understand Nextel's business practices as well as our products and services before receiving your first bill. Our service is also subject to Nextel's standard business policies, practices and procedures that Nextel may need to change from time to time. The following document details important information about doing business with Nextel. Prior to a new activation, Nextel runs a credit report to determine if a service deposit is required. Once you are ready to place an order, your Nextel representative will document your request on the attached Customer Order form. Please review the Nextel Terms and Conditions prior to signing your Customer Order. After signing your order, your Nextel representative will walk you through the following Customer Expectation Checklist. Thank you for doing business with Nextel.

Customer Expectation Checklist

A. You received or were provided guidance or information on:

- ☐ 1. A copy of Nextel's Subscriber Agreement with its (i) Terms and Conditions and (ii) a Customer Order form
- ☐ 2. Guidance on how to contact Nextel Customer care: (i) www.nextel.com, or (ii) 1-800-639-6111
- ☐ 3. Guidance on where to view a sample Nextel bill on www.nextel.com
- ☐ 4. Your selected Nextel rate plan(s) and Nextel service(s)
- ☐ 5. Nextel's service coverage in your local area (and any other area of interest). Coverage shown on the coverage maps is a general prediction of on-street portable coverage, and does not guarantee that coverage will be available at all covered geographic areas at all times. Wireless coverage is impacted by, among other things, terrain, weather, antenna location, system modification, foliage and man-made structures (such as buildings), and can therefore not be predicted precisely at all times. For details, visit www.nextel.com
- ☐ 6. Nextel's fifteen day Service Return Policy
- ☐ 7. Nextel's policy governing early termination of all or a portion of your service and the associated $200 termination fee per number terminated.

By signing below, both parties acknowledge they have reviewed the Customer Expectation form.

B. You were advised:

- ☐ 1. That your first call may automatically be directed, regardless of the number dialed, to a Nextel Welcome representative. During this call the Nextel representative will review with you the rate plan and services you ordered and ensure your needs are addressed.
- ☐ 2. How to protect your account by establishing (i) an account password on www.nextel.com, or by calling Customer Care (1-800-639-6111), and (ii) Number Guard protection
- ☐ 3. How to read your Bill:
  - a. Your bill cycle starts the date your bill is created. Calls made within the bill cycle start and end date are included in your bill.
  - b. Your first bill will be higher than subsequent bills because you are charged your monthly access charge (calculated from the date you begin service to your first bill cycle start date), plus your next month's access and applicable service charge(s). In addition your first bill will include certain one-time charges such as an Account Set-up Fee.
  - c. Your bill always includes federal, state, and where applicable, local taxes. Also, certain non-tax fees and assessments, such as a Federal Programs Cost Recovery fee, Telecommunications Relay Service, and State and Federal Universal Service Fund assessments apply.
- ☐ 4. That when your service is modified or terminated for any reason, before the end of the billing cycle, no credit or refund will be provided for unused minutes or other services, and any monthly service charge will not be prorated to the date of termination.

Sales Associate Name:	Agent Code:	Account Name:	
Customer Name (print):		Customer Signature:	Date:

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Subscriber Agreement: General Terms and Conditions

Customer Name:

Account Name:

IT IS IMPORTANT THAT YOU READ THIS ENTIRE AGREEMENT CAREFULLY. This wireless service agreement (the "Agreement"), consisting of the attached Customer Expectations Checklist, these General Terms and Conditions, Plan Information, and the Customer Order, is an agreement between you individually or, if a business, your business entity or corporation ("Customer"), and the Nextel local operating affiliate authorized to provide service in the geographic region in which Customer's billing address is located ("Nextel"). These services may include, but are not limited to, wireless calling, Direct Connect® walkie-talkie services, Nationwide Direct Connect® walkie-talkie services, Group Connect® walkie-talkie services, wireless web services including email services ("Nextel Online® Services"), mobile messaging services including two-way messaging and SMS services ("Mobile Messaging") and other related services and features. Together, the services selected by Customer make up Customer's "Service Plan" and are collectively referred to in this Agreement as the "Service" provided to Customer. Service is accessible to Customer through the telephone, data, email or messaging code or number(s) or email address(es) (collectively, the "Number(s)") assigned to Customer's account. This Agreement also governs the purchase and or use of Customer's cellular phone ("Phone"), BlackBerry®, radio equipment and all other related equipment or devices and the software applications loaded on any of the same used in connection with the Service ("Equipment"). This Agreement governs the entire relationship between Customer and Nextel and supersedes all earlier versions of any agreement between Customer and Nextel. Customer acknowledges receipt of detailed information ("Plan Information") for each Service selected by Customer. ALL PLAN INFORMATION IS MADE PART OF THIS AGREEMENT AND SHOULD BE CAREFULLY REVIEWED BY CUSTOMER. If Plan Information conflicts with this Agreement, this Agreement shall govern. IN CONSIDERATION OF THE PAYMENTS AND THE MUTUAL COVENANTS AND CONDITIONS SET FORTH IN THIS AGREEMENT, NEXTEL AND CUSTOMER AGREE AS FOLLOWS:

1. ACCEPTANCE OF THIS AGREEMENT - Customer will have accepted and be bound by this Agreement if Customer (1) provides Nextel with a written or electronic signature; (2) otherwise indicates electronically that Customer accepts; or (3) activates Service through the Equipment.

Creditworthiness of Customer - Customer must complete a credit application ("Credit Application") before Service may be provided to Customer. THIS AGREEMENT SHALL NOT BE EFFECTIVE UNTIL NEXTEL APPROVES CUSTOMER'S CREDIT APPLICATION AND OTHERWISE ACCEPTS THE AGREEMENT. Customer acknowledges that Nextel will rely on the credit information furnished by Customer ("Credit Information") and Customer's credit history to determine whether to provide Service to Customer. Customer consents to Nextel's requests for and verification of Customer's bank references and authorizes Nextel to assess Customer's creditworthiness from time to time by contacting standard commercial credit reference services. Customer represents and warrants that all Credit Information is current, complete and accurate. Nextel may require Customer to update its Credit Information from time to time, and Customer agrees to notify Nextel immediately of any change to its Credit Information. NEXTEL MAY, AT ANY TIME, TERMINATE THE SERVICE OF ANY CUSTOMER THAT DOES NOT PROVIDE CURRENT, COMPLETE AND ACCURATE CREDIT INFORMATION. Nextel may, at any time in its sole discretion, place restrictions on Customer's use of Service, including but not limited to, a limitation on the amount of charges Customer may incur with respect to any Number. In this event, Nextel shall provide reasonable notice to Customer. Customer acknowledges that Nextel may provide Customer's payment history and other billing/charge information regarding the Service or Equipment to any credit reporting agency or industry clearinghouse.

Deposits - Nextel may, at any time in its sole discretion, require a deposit ("Deposit") from Customer to be held as a guarantee of payment. Customer grants to Nextel a security interest in any Deposit to secure all current or future amounts owed to Nextel. The Deposit may be mixed with other funds and will not earn interest, except as required by applicable law. Customer may not use the Deposit to pay Customer's bills or to extend payment. Nextel may, at any time, determine that Customer's Deposit is insufficient and, upon notice to Customer, require an increase in the Deposit to the extent permitted by law. In this event, Customer must either furnish the increased Deposit to Nextel within a reasonable time of its receipt of notice or terminate the Agreement during this period without incurring any liability for early termination. If Customer does not furnish Nextel with the increased Deposit amount or terminate the Agreement and pay to Nextel all amounts Customer owes to Nextel in a timely manner, Nextel may terminate the Agreement and Customer shall be liable to Nextel for early termination in accordance with Section 7 below. Nextel will apply the Deposit against any amount owed to Nextel at the end of the first billing cycle following the date that is one year from when Nextel received the deposit ("Application Date"), or, if earlier, upon termination of the Agreement or such other time as required by law. Nextel will return the Deposit (or any remaining balance) to Customer within ninety (90) days (or such shorter period as may be required by law) after termination of the Agreement. After the Application Date and upon Customer's request, Nextel will return to Customer within thirty (30) days of such request any balance remaining on the Deposit. Deposits will be returned to Customer, in whole or in part, at Customer's last known address. If required by law, Nextel will forward to appropriate state authorities any remaining balance that the postal service is unable to deliver to Customer.

2. AGREEMENT TERM - The term of this Agreement for each Number is set forth on the Customer Order section of this Agreement (as acknowledged by Customer) and shall begin on the date Customer accepts the Agreement in accordance with Section 1 above, and, except as provided elsewhere in this Agreement, shall end thirty (30) days after either Nextel or Customer gives notice of its intent to terminate. Customer may be required to commit to a fixed one or two-year minimum term ("Minimum Term"), depending on the Service Plan selected by Customer. IF CUSTOMER SELECTS A SERVICE PLAN OR FEATURE OR PARTICIPATES IN A PROMOTION THAT REQUIRES A MINIMUM TERM, CUSTOMER SHALL PURCHASE SERVICE FOR THE FULL TERM AND, UNLESS OTHERWISE PROVIDED IN THIS AGREEMENT, PAY DAMAGES TO NEXTEL (AS DISCUSSED IN SECTION 7 BELOW) IF THE AGREEMENT IS TERMINATED BEFORE COMPLETION OF THE MINIMUM TERM. CUSTOMER MAY BE REQUIRED TO COMMIT TO A NEW MINIMUM TERM IF CUSTOMER CHANGES SERVICE PLANS, PARTICIPATES IN A PROMOTION, OR UPGRADES EQUIPMENT DURING ANY EXISTING TERM OR MINIMUM TERM. Customer will not be liable to Nextel for early termination if service is terminated under the applicable return policy. Information about Nextel's return policy, if applicable, will be made available to customer at the place of sale and will become a part of this Agreement. Nextel may extend the Minimum Term by any period of time during which Service was suspended to Customer or during time on a seasonal Service Plan. Upon completion of the term, this Agreement shall automatically renew on a month-to-month basis. Nextel may, in its sole discretion, decide not to renew this Agreement at any time before completion of the term or any renewal period.

3. CHANGES TO AGREEMENT - SUBJECT TO APPLICABLE LAW, NEXTEL MAY, AT ANY TIME IN ITS SOLE DISCRETION, MODIFY ANY OF THE TERMS AND CONDITIONS OF THIS AGREEMENT, INCLUDING BUT NOT LIMITED TO THE RATES IT CHARGES TO CUSTOMER. NEXTEL WILL PROVIDE NOTICE TO CUSTOMER OF ANY MATERIAL MODIFICATION. If the modification is material and adverse to Customer (e.g., the modification increases the monthly Service Plan rates charged to Customer or decreases the number of minutes included in the Customer's monthly Service Plan) and Customer does not agree to accept the modification, Customer may terminate the Agreement without incurring any liability to Nextel for early termination by notifying Nextel within sixty (60) calendar days after the effective date of the modification. The effective date of the modification will be set forth in the written notice provided to Customer. If Customer does not terminate the Agreement during the sixty (60) day period, Customer will have agreed to accept the modification and the modification shall have retroactive effect to its effective date.

4. USE OF SERVICE OR EQUIPMENT - Customer shall not use the Service or the Equipment in any unlawful manner (including, but not limited to, use in any aircraft or motor vehicle where prohibited by law, ordinance, or regulation), or in a manner that may be abusive, harassing, threatening or fraudulent. Customer is solely responsible for all content transmitted using the Service or the Equipment and shall not use the Service or Equipment to communicate any (1) harassing, threatening, defamatory, pornographic or obscene messages; (2) unsolicited commercial messages; or (3) unsolicited commercial and/or bulk text or SMS messages. Customer shall not use the Service or Equipment in a manner that could result in damage or risk to the business, reputation, properties, or services of Nextel or to Nextel's subscribers, third parties or to the public generally. Accordingly, by way of example, Customer shall not attempt to gain unauthorized access to the Service or any account on the Service, use the Service to infringe the copyright of another, or upload or transmit any "virus", "worm" or other malicious code. Customer shall not modify, disassemble, deinstall or alter the Equipment in any manner, except in accordance with the use instructions accompanying the Equipment. Customer may not resell or lease the Service or the Equipment to any other person or party.

Change in Service/Number - Any change in the Service or the Equipment may require additional programming or Equipment or changes to Numbers assigned to Customer. Customer may be assessed a programming fee in connection with any change requested by Customer. Nextel may, at any time, change or remove any Number assigned to Customer when such change is reasonably necessary in the conduct of Nextel's business. Customer acknowledges that Customer has no proprietary or ownership rights or interest in Customer's Number(s) and cannot acquire such rights or interest through usage, publication or otherwise. Customer may not assign its Number to any other Equipment and shall not program any other Number into its Equipment. If wireless number portability becomes available in Customer's Service Area, Customer may request that its Phone number(s) be ported to another service provider. Upon such request, all amounts then owed to Nextel (including damages for early termination and any amounts that appear on the final invoice) shall become immediately due and payable; and Customer's failure to provide timely payment to Nextel could delay Nextel's facilitation of Customer's request.

5. NEXTEL ONLINE® SERVICES - Nextel Online® Services consist of applications such as email, data, information and other wireless Internet services ("Online Applications"). Customer acknowledges that no guarantee or assurance exists that the Online Applications will be compatible, or, if currently compatible, will continue to be compatible, with Nextel's network or with Customer's Equipment or Service. Nextel does not endorse any Online Application, even if currently compatible with Nextel's network or with Customer's Equipment or Service. Nextel may, at any time in its sole discretion, disable or discontinue any Online Application for any reason. Use of Nextel Online® Services requires Internet compatible Equipment, and is

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subject to applicable storage, memory or other Equipment limitations. Only certain Internet sites may be accessed by Customer, and certain Nextel Online® Services may not be available in all areas where Service is provided.

Content - Customer may, from time to time, access through Nextel Online® Services statements, opinions, graphics, photos, music, services and other information ("Content"), including Content provided by third parties. Customer acknowledges that Nextel offers no guarantee or assurance regarding the accuracy, completeness, appropriateness or utility of the Content. Customer also acknowledges that Nextel does not publish and is in no way responsible for any Content that is provided by third parties. Customer also may establish contact with third parties through Nextel Online® Services. Nextel is not responsible for the actions of third parties contacted by Customer, whether such contact was initiated by Customer or was brought about through an embedded link on the Equipment. Content providers and others have copyright and other proprietary interests in certain Content. Customer shall not, and will not permit others, to reverse engineer, reproduce, broadcast, distribute, sell, publish, commercially exploit or otherwise disseminate any Content in any manner without the prior written consent of Nextel, the Content providers, or others with proprietary interests in such Content, as applicable. Customer's use of the Content is strictly limited to the Customer's own use solely in connection with the Equipment. Customer will be required to cease using the Content if Customer fails to comply with this Section 5 or any part of this Agreement.

Network Security - Nextel may take any action that it deems necessary to (1) protect its network, its rights or the rights of its customers and third parties; or (2) optimize or improve its network, its Services and the Equipment. Customer acknowledges that such action may include, without limitation, employing methods, technologies, or procedures to filter or block messages sent through Nextel Online® Services. Nextel may, in its sole and absolute discretion, at any time, filter "spam" or prevent "hacking," "viruses" or other potential harms without regard to any Customer preference.

Application Support - Nextel is often not the developer of Online Applications that are accessible through Nextel Online® Services. Therefore, if Customer contacts Nextel's Customer Care department regarding use of an Online Application, Customer may be referred to the customer care department of the developer of the Online Application, and Nextel shall not be obligated to support any such Online Application.

6. SERVICE AVAILABILITY - Service is generally available to Customer when Customer is within the operating range of the Nextel network or within the range of a provider with which Nextel has a reciprocal service arrangement ("Service Area"). Customer acknowledges that any map, diagram or other illustration of Customer's Service Area is only an estimate and actual service coverage may vary. CUSTOMER'S SERVICE AREA IS SUBJECT TO CHANGE AT ANY TIME IN NEXTEL'S SOLE DISCRETION. Service quality and availability within Customer's Service Area is also affected by conditions Nextel does not control, including the Equipment, problems associated with interconnecting carriers, power failures, "viruses", obstructions such as buildings or trees, tunnels, atmospheric, geographic or topographical conditions and other conditions. Service also may be limited or temporarily unavailable due to system capacity limitations or system repairs or modifications. Nextel also may be required during public safety emergencies or when system capacity is otherwise limited to limit access to the Nextel network for those customers that are not then using the Service and connected to the network in order to facilitate communications by public safety organizations such as police and fire departments. In this event, customers that have priority access Service as part of their Service Plan will be given access to the Nextel network before Nextel's non-priority access customers. Nextel will not complete calls to 900, 976 or similar numbers for pay-per-call services. Caller identification information may not be available for all incoming calls. International calling may be blocked.

7. RATES AND CHARGES - Customer shall pay in full all charges for Services provided under this Agreement and any Service Plan that becomes part of this Agreement, including monthly service charges, usage charges, taxes, assessments and any additional fees or charges imposed on Customer or on Nextel and associated with the Service or the Equipment. Customer is responsible for all charges or purchases associated with Customer's Number and Equipment whether or not Customer was the user of the Service or authorized its use. If Customer fails to pay any amounts when due under this Agreement, Customer shall be in default and Nextel shall be entitled to exercise any remedies available to it under this Agreement or at law or in equity.

Service Charges - Customer shall pay all charges for Services selected by Customer as indicated on the Customer Order section of this Agreement as part of Customer's Service Plan, and any additional Services selected by Customer. Customer's Service Plan will be offered at the rates and subject to the conditions set forth in the Service Plan information provided to Customer at the time of sale. CUSTOMER'S SERVICE PLAN INFORMATION SHALL BE CONSIDERED PART OF THIS AGREEMENT. Rates charged to Customer include monthly access charges and may include activation and other fees associated with features such as voicemail and caller identification. Monthly access charges shall begin once Customer's Service is activated, which may occur before Customer receives the Equipment.

Usage Charges - Depending on the Service Plan selected, Customer may incur usage charges for Services such as: wireless calling; Direct Connect™, Nationwide Direct Connect™, Group Connect™, Mobile Messaging, Nextel Online® Services and other Services that may be offered from time to time. Usage charges may vary depending on how, where and when Customer uses the Service. Customer may be assessed long distance charges (including international calling) or other charges for "toll-free" calls to 800, 866, 877, 888 and other toll-free numbers. Customer also may be charged for the use of special Services such as 411 services, operator-assisted calls or call-forwarding. Airtime charges will be assessed for the entire period during which a call or Direct Connect™ transmission is connected to the Nextel network. A wireless call connection begins approximately when Customer presses the button to initiate an outgoing call or the phone starts ringing for an incoming call and ends approximately when the first party terminates the call. Customer shall be responsible for all charges for incoming and outgoing wireless calls that are answered. A Direct Connect™ or Group Connect™ transmission occurs approximately when Customer presses the button to initiate a transmission and ends approximately six (6) seconds after completion of a communication (i.e., when Customer or another participant releases the button) to which no participant responds. Customer initiates a new Direct Connect™ or Group Connect™ transmission if Customer responds more than six (6) seconds after the other participant completes a communication. Nationwide Direct Connect™ calls use the Direct Connect™ minutes in Customer's plan and incur an additional access charge. Airtime charges for Direct Connect™ or Group Connect™ transmissions or Nationwide Direct Connect™ access are charged to the customer that initiates the transmission and, unless a rate plan includes unlimited transmissions or access, are calculated by multiplying the duration of the transmission (including the six (6) second period referred to above) by the applicable rate and the number of participants. Customer will not be charged for sending or receiving call alert transmissions ("Call Alerts"), but will be deemed to have initiated a new Direct Connect™ transmission if Customer responds to a Call Alert, even if Customer responds within six (6) seconds of receiving the Call Alert. Text and numeric messaging will be charged on a per message basis; however, Customer may elect to purchase a certain number of messages for a fixed monthly price. Any messages in excess of Customer's allotted messages will be charged at the per message rate. Depending on the plan, Customer may be charged on a per kilobyte basis (one megabyte equals 1024 kilobytes and one kilobyte equals 1024 bytes), for Customer's use of Nextel Online® Services. Kilobytes may be used for, without limitation, browsing the Internet, accessing Nextel Online® Applications and for reading, sending and responding to email. Airtime minutes allotted to Customer under Customer's wireless calling plan may be used in connection with certain Nextel Online® Services. CUSTOMERS ARE CHARGED AT LEAST ONE (1) MINUTE OF AIRTIME FOR ALL WIRELESS CALLS AND AT LEAST SIX (6) SECONDS OF AIRTIME FOR ALL DIRECT CONNECT™ TRANSMISSIONS, REGARDLESS OF LENGTH. AFTER THE INITIAL MINUTE, AIRTIME CHARGES FOR WIRELESS CALLING ARE ROUNDED-UP AND BILLED TO THE NEXT SECOND OR TO THE NEXT MINUTE, DEPENDING ON CUSTOMER'S SERVICE PLAN. AFTER SIX (6) SECONDS, DIRECT CONNECT™ TRANSMISSIONS ARE ROUNDED-UP AND BILLED TO THE NEXT SECOND. DATA USAGE FOR NEXTEL ONLINE® SERVICES IS ROUNDED TO THE NEAREST ONE-TENTH (1/10) OF A KILOBYTE.

Taxes, Fees and Assessments - Customer shall pay all federal, state, and local taxes and fees that are imposed on transactions subject to this Agreement. Customer shall not be responsible for taxes and fees imposed on Nextel's net income or property. Customer shall be responsible for all taxes and fees (whether imposed upon Customer or Nextel) that are measured by gross receipts from sales made to Customer or imposed as a per-line or per-unit charge. Applicable taxes and fees include, but are not limited to, the following: federal, state, and local excise taxes, sales and transaction taxes, gross receipts taxes, utility taxes, and statutory 911 fees. Any Customer who is eligible for an exemption from any tax or fee must provide Nextel with a valid and properly executed exemption certificate for the exemption to be effective. Customer shall provide Nextel with the Primary Place of Use (i.e., Customer's residential street address or primary business address) for each unit activated on Customer's account, and notify Nextel of any changes in such address. Additional fees and assessments apply to Customer's monthly Service Plan. The charges may change and may vary depending on where customer is located. The charges include, but are not limited to, a Universal Service Fund assessment and a Telephone Relay Service fee. Nextel also imposes a Federal Programs Cost Recovery ("FPCR") fee that is not a tax or government mandated, but is kept by Nextel to recover Nextel's costs for complying with Federal Communications Commission ("FCC") programs and mandates. The FPCR fee is subject to adjustment, and Nextel will provide advance notice to Customer through the "Nextel News" section of Customer's bill or a bill insert of any significant increase in the FPCR fee. Please consult the current Nextel pricing materials, a sales consultant or visit http://www.Nextel.com for information regarding the FPCR fee and the current amount of the fee. Additional fees may be added to Customer's bill to recover Nextel's costs for funding government programs or initiatives.

Early Termination Component of Rate Structure - Nextel incurs a significant cost in activating Service to Customer, including a large up-front cost in offering Equipment to Customer. These costs are partially recouped over the length of Customer's Agreement with Nextel through monthly service rate charges to Customer, which have been established in part for this purpose. If Customer breaches this Agreement or terminates Service for any reason (including by porting its Phone number to another service provider), Customer understands and acknowledges that Nextel will not receive the full benefit of its Agreement with Customer, in part, because Nextel will not continue to receive monthly service charges from Customer. As a result, Nextel shall incur damages that are difficult, if not impossible, to determine. THEREFORE, IN THE CASE OF BREACH OR

Customer Name:

Account Name:

EARLY TERMINATION OF THE AGREEMENT BY CUSTOMER, CUSTOMER SHALL PAY TO NEXTEL, AS LIQUIDATED DAMAGES AND NOT AS A PENALTY (IN ADDITION TO ALL AMOUNTS THEN OWED TO NEXTEL), $200 FOR EACH NUMBER ASSIGNED TO CUSTOMER'S ACCOUNT AS A REASONABLE ESTIMATE OF THE DAMAGES INCURRED BY NEXTEL. This is intended to maintain Nextel's overall rate at an acceptable level despite Customer's early termination and will be assessed without exception unless otherwise provided in this Agreement or by applicable law.

Failure to Pay - Customer acknowledges that time is of the essence with respect to all amounts owed to Nextel. IF CUSTOMER HAS NOT PAID ITS MONTHLY INVOICE IN FULL BY THE DUE DATE, A LATE PAYMENT CHARGE OF UP TO 1.5% PER MONTH (18% ANNUALLY), OR SUCH LESSER AMOUNT PERMITTED BY LAW, MAY BE APPLIED TO THE TOTAL UNPAID BALANCE DUE AND OUTSTANDING. THIS LATE PAYMENT CHARGE IS ASSESSED TO RECOVER COSTS FOR CUSTOMER'S FAILURE TO PAY AND SHALL NOT CONSTITUTE INTEREST. Nextel's acceptance of late or partial payments (even if marked "paid in full" or similar notations) shall not waive Nextel's right to collect the full amount due under this Agreement, plus any additional amounts charged under this paragraph. If Nextel obtains the services of a collection or repossession agency or an attorney to assist in remedying any breach of this Agreement by Customer, including but not limited to, Customer's nonpayment of charges, Customer shall be liable for this expense.

Disputed Charges - Customer may dispute only those charges that Customer believes are the result of (1) a billing error; (2) a problem related to Customer's Service; or (3) dropped calls. To dispute any charge, Customer must pay all undisputed amounts when due and submit a written notice to Nextel within ninety (90) days of the problem or before the end of the third billing cycle after the date upon which the problem occurred, whichever occurs later. CUSTOMER WAIVES THE RIGHT TO DISPUTE ANY CHARGES FOR WHICH TIMELY NOTICE IS NOT PROVIDED TO NEXTEL. Nextel shall resolve all disputed charges in its sole discretion. If Nextel determines that an error was made on Customer's invoice, Nextel will credit Customer's account in the amount of the error. If Nextel determines that a disputed charge was validly assessed upon Customer, Nextel will notify Customer and Customer must furnish the amount to Nextel within a reasonable period of time; or, if authorized by Customer, Nextel may instead charge Customer's credit card or debit card by any amount that was validly assessed. If Customer fails to pay any undisputed amount or, after a reasonable period of time, fails to pay any amount determined by Nextel to have been validly assessed upon Customer, Nextel may exercise any remedies available to Nextel under this Agreement for non-payment, including termination of the Agreement. Customer hereby acknowledges that he or she has read the explanation of rates and charges set forth in this Section 7 and understands that those rates and charges may be assessed upon Customer, to the extent applicable.

8. BILLING - Nextel shall issue invoices for Service and for purchases of Equipment. Nextel's invoicing cycle is approximately thirty (30) days, but may change from time to time. The day of the month on which Customer receives an invoice may vary and is subject to change. Some billing details may be provided at http://www.Nextel.com and will not appear on invoices (except for a fee). Service charges will be invoiced to Customer in advance or in arrears, depending on the Service Plan, and usage charges will be invoiced in arrears. Customer may be assessed a shipping charge for Equipment delivered to Customer. Unless otherwise specified in Customer's Service Plan, any unused minutes or other allotted Services under Customer's Service Plan will not be carried over to any other billing cycle. If Customer's Service is terminated for any reason (including if Customer's Number is ported) before the end of any billing cycle, no credit or refund will be provided for unused minutes or other allotted Services and any monthly service charge will not be prorated to the date of termination. On occasion, Customer may be billed for Services in a month other than the month in which Customer used the Services, with may result in higher-than-expected Services charges for the month in which such Services are billed. The creation of new cell sites, Nextel's implementation of new billing technology, delays in the reporting of international or other roaming charges between carriers, and other similar events may result in such delayed billing. Nextel may bill Customer on behalf of third party providers of Online Applications that are accessed by Customer through the Equipment. Nextel may retain a percentage of these charges before providing the balance to the third party provider of such Online Application.

9. PAYMENTS - *Recurring Credit/Debit Card Payments* - Customer may pay any amount owed to Nextel by using a credit or debit card acceptable to Nextel. If Customer wishes to pay all amounts in this manner on a recurring basis, Customer must complete a separate payment enrollment form ("Payment Form"). Customer acknowledges that upon signing the appropriate Payment Form, the Payment Form, including its applicable terms and conditions, will become a part of this Agreement. Customer shall promptly notify Nextel of any changes to the credit or debit card (e.g., if the card is terminated, lost, stolen or the expiration date changes) or bank account used for payment. Enrollment is for the duration of this Agreement unless cancelled earlier by either Customer or Nextel upon thirty (30) days' advance written notice to the other party.

Specific Form of Payment - Nextel may, at any time and from time to time, as it deems appropriate (e.g., following receipt of a dishonored check or other instrument), demand that Customer make payment by money order, cashier's check, or a similarly secure form of payment. Nextel also may require at any time in its sole discretion that the Equipment be purchased for cash only. In this case, title to the Equipment shall be transferred to Customer only after receipt by Nextel of a cashier's or certified check or other equally secure form of payment in the amount set forth on the Customer Order section of this Agreement.

Dishonored Checks - Nextel may charge Customer up to the highest amount permitted by law for any check or other instrument tendered by Customer and returned unpaid by a financial institution for any reason.

10. SUSPENSION, LIMITATION OR TERMINATION OF SERVICE OR THIS AGREEMENT - *General* - Nextel may limit, suspend or terminate Customer's Service or this Agreement at any time and without providing notice to Customer if: (1) Customer fails to pay any charges (including, without limitation, any charges assessed on behalf of third parties) when due under this Agreement; (2) Customer believes in an abusive, derogatory, or otherwise unreasonable manner to any Nextel employee, representative or agent; (3) Nextel has reason to believe that Customer's Service is being used in a fraudulent manner or for an illegal purpose (such as unusual activity levels or calling patterns); (4) Customer's Service is being used in a way that adversely affects other Customers' Service or Nextel's business operations; (5) Customer provides Credit Information that is false, inaccurate, dated or cannot be verified or Customer becomes insolvent or subject to any proceeding under the Bankruptcy Code or similar laws; (6) Nextel discovers that Customer is underage or does not otherwise possess the capacity or the authorization to enter into this Agreement; (7) Customer's use of the Service or Equipment exceeds limitations or violates any restrictions placed on Customer's account or otherwise breaches this Agreement; or (8) Nextel, in its sole discretion, believes action is required to protect its interests or the interests of Customer or its other customers. NEXTEL SHALL NOT BE LIABLE TO CUSTOMER OR TO ANY OTHER PARTY FOR EXERCISING OR FAILING TO EXERCISE ITS RIGHTS UNDER THIS SECTION TO LIMIT, SUSPEND OR TERMINATE SERVICE OR THE AGREEMENT. If Customer's Service is subject to fraudulent use, Customer shall immediately notify Nextel's Customer Care department, provide Nextel with any documentation and information that it requests and otherwise cooperate with Nextel in the investigation of such incident. If Nextel terminates Service to Customer, and Service is not reconnected within thirty (30) calendar days, all amounts owed to Nextel (including any damages for early termination) shall become immediately due and payable.

Reactivation - Nextel may, but is not required to, reactivate Service to Customer after Service has been suspended or terminated in accordance with the previous subsection. Before Service may be reactivated, Customer must pay to Nextel all past due amounts plus a reconnection charge equal to $25.00 per Number, plus applicable taxes. Nextel may modify the terms of Service before reactivating Service to Customer and may require Customer to provide Nextel with an Initial Deposit or an additional Deposit.

11. RELEASE OF CUSTOMER INFORMATION - *Privacy* - Wireless systems use radio channels to transmit communications that may be accidentally or intentionally intercepted. Although federal and state laws may make it illegal for third parties to listen in on Customer's Service, privacy cannot be guaranteed. NEXTEL SHALL NOT BE LIABLE TO CUSTOMER OR TO ANY THIRD PARTY FOR EAVESDROPPING ON OR INTERCEPTION OF COMMUNICATIONS MADE WHILE USING THE SERVICE OR THE EQUIPMENT.

911 or Other Emergency Calls - The Service does not interact with 911 and other emergency services in the same manner as non-wireless or landline telephone services. Depending on Customer's location, the type of Equipment being used, the type of equipment being utilized by any applicable emergency services provider, and the circumstances and conditions of a particular call, Customer's phone number and/or location may not be identifiable to emergency services providers and Customer may not be connected to the appropriate emergency services provider. In certain circumstances, a 911 call may be routed to a state patrol dispatcher. Nextel is deploying wireless E911 compatible Equipment that meets applicable FCC requirements and that is designed to help public safety authorities locate users of the Service who make 911 calls. However, E911 service that is compatible with the FCC technical requirements is not available in all areas, and even in those areas where it is available, it is not entirely reliable. Moreover, if Customer's Equipment is not GPS-enabled, emergency services personnel may have much less precise location information about the Customer, compared to the information available to them if Customer's Equipment was GPS-enabled. The information available to emergency service providers may also be limited if Customer's number or numbers are in the process of being ported. Customer acknowledges that E911 service is not available in all areas, is not completely reliable and is further limited when using non-GPS-enabled Equipment or during the number porting process. Customer consents to Nextel's disclosure of Customer information to governmental and public safety authorities in response to emergencies. This information may include, but is not limited to, Customer's name, address, Number, and the location of the user of the Service at the time of call.

Access, Use and Disclosure of Customer Information and Communications - Customer acknowledges and agrees that Nextel may access, use, and disclose to third parties, any information whether personally identifying information, or "customer proprietary network information" ("CPNI") within the meaning of 47 U.S.C. § 222 and its implementing regulations ("CPNI Regulations") that Nextel collects, possesses or develops about Customer to: (1) provide Customer with Equipment, Service, or customer support; (2) conduct marketing activities in accordance with applicable law (customer may opt out of any such marketing by contacting Nextel); (3) enable Customer to switch to a new service provider (either Nextel or another

service provider) while retaining the same phone number; (4) list Customer's contact information (e.g., name, address, and Number) in a telephone or subscriber directory, or include such information in a directory assistance service; (5) provide handset-based or network-based geographic information services via Nextel-provided or third party software applications; (6) comply with applicable law; or (7) respond to emergencies. Customer acknowledges that any information that identifies Customer (e.g., Customer's name and Number) and calls made by Customer may appear on the equipment or bill of a person or party that receives Customer's call. Nextel may access, use, disclose, record or monitor any communications to or from Customer or any other person to protect Nextel's rights or property or those of other customers, as permitted by law.

Geographic Information Services - Consistent with the foregoing, Customer acknowledges and agrees that Nextel or a third party application service provider may access, use, and disclose to third parties the geographic location of Customer's Equipment to provide Customer with any geographic information service which Customer accesses through the Service or Equipment. If Customer utilizes any such service and there are additional users on Customer's account, Customer shall clearly, conspicuously, and regularly notify all individual users of the Service that location information (i.e., the geographic coordinates of the Equipment) may be accessed, used, or disclosed in connection with the Service. For any geographic information service that is governed by the CPNI regulations or a similar law, Nextel will provide Customer with a separate notice and opportunity to consent to the access, use, and disclosure of geographic information. CUSTOMER SHALL HOLD HARMLESS AND INDEMNIFY NEXTEL AGAINST ANY AND ALL CLAIMS, LOSSES, EXPENSES, DEMANDS, ACTIONS, OR CAUSES OF ACTION (INCLUDING ALL ACTIONS BY THIRD PARTIES) ARISING OUT OF A BREACH OF CUSTOMER'S OBLIGATION TO NOTIFY USERS AS SET FORTH IN THIS SECTION OR CUSTOMER'S USE OF ANY GEOGRPAHIC INFORMATION SERVICE OR LOCATION INFORMATION.

12. EQUIPMENT - Customer shall provide Nextel with an initial payment in the amount set forth on the Customer Order section of this Agreement to be applied towards any amount owed to Nextel one (1) year from the effective date of the Agreement. Customer acknowledges that Nextel is not responsible for the Equipment or its installation. Nextel is not responsible for the operation, quality of transmission, or, unless separate maintenance arrangements have been made between Nextel and Customer, for maintenance of the Equipment. Customer further acknowledges that Equipment purchased from Nextel is not compatible with and will not support services provided by other wireless carriers, except for those services provided by an entity operating compatible iDEN equipment or in connection with roaming to certain countries outside of the United States. NEXTEL SHALL NOT BE LIABLE FOR ANY DAMAGES (INCLUDING DAMAGE TO THE EQUIPMENT) RESULTING FROM INSTALLATION OF THE EQUIPMENT BY CUSTOMER OR ANY THIRD PARTY. UPON CUSTOMER'S ACCEPTANCE OF DELIVERY OF THE EQUIPMENT, ALL RISK OF LOSS, DAMAGE, THEFT, OR DESTRUCTION TO THE EQUIPMENT SHALL BE BORNE BY THE CUSTOMER. NO LOSS, DAMAGE, THEFT, OR DESTRUCTION OF THE EQUIPMENT, IN WHOLE OR IN PART, SHALL IMPAIR CUSTOMER'S OBLIGATIONS UNDER THIS AGREEMENT, INCLUDING, WITHOUT LIMITATION, CUSTOMER'S RESPONSIBILITY FOR THE PAYMENT OF SERVICE CHARGES DUE UNDER THE AGREEMENT.

Insurance - Customer may purchase Direct Protect insurance ("Direct Protect") to protect Customer against loss, theft, incidental damage or accidents involving Customer's Equipment. However, Direct Protect is not available for certain Equipment. Customer acknowledges that Direct Protect insurance is provided by The Signal Telecommunications Insurance Services ("Signal") and not by Nextel. If Customer selects Direct Protect coverage, Customer will be assessed a monthly charge, which Nextel will remit to Signal on Customer's behalf. Any requests for information or claims regarding Direct Protect shall be directed to Signal. Customer acknowledges having received a summary of coverage, including deductible information, which is also available by calling Signal at 1-888-352-8182.

Lost or Stolen Equipment - If Customer's Equipment is lost or stolen, Customer agrees to: (1) notify Nextel within two calendar days by calling Nextel's Customer Care department; (2) provide Nextel with any documentation and information that it requests; and (3) otherwise cooperate with Nextel in the investigation of such incident.

13. DISCLAIMER OF WARRANTIES - NEXTEL MAKES NO REPRESENTATIONS OR WARRANTIES, STATUTORY, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE OR NON-INFRINGEMENT CONCERNING CUSTOMER'S SERVICE OR THE EQUIPMENT. NEXTEL DOES NOT AUTHORIZE ANYONE TO MAKE ANY REPRESENTATION OR WARRANTY ON ITS BEHALF, AND CUSTOMER SHOULD NOT RELY ON ANY SUCH STATEMENT(S). ANY STATEMENTS MADE IN PACKAGING, MANUALS OR OTHER DOCUMENTS, OR BY ANY NEXTEL EMPLOYEES, AGENTS OR REPRESENTATIVES, ARE PROVIDED FOR INFORMATIONAL PURPOSES ONLY AND NOT AS WARRANTIES BY NEXTEL OF ANY KIND. CUSTOMER ASSUMES ALL RESPONSIBILITY FOR USE OF THE SERVICE AND THE QUALITY AND PERFORMANCE OF THE EQUIPMENT. CUSTOMER ACKNOWLEDGES THAT SERVICE MAY NOT BE ERROR-FREE AND THAT INTERRUPTIONS WILL LIKELY OCCUR FROM TIME TO TIME. NEXTEL DOES NOT MANUFACTURE THE EQUIPMENT AND ANY STATEMENT REGARDING THE EQUIPMENT SHOULD NOT BE INTERPRETED AS A WARRANTY. THIS SECTION SHALL SURVIVE TERMINATION OF THIS AGREEMENT.

14. LIMITATION OF LIABILITY AND REMEDIES FOR BREACH - Nextel shall not be liable for: (1) any deficiency in the Service, including, but not limited to, mistakes, omissions, interruptions (including, among others, interruptions caused by Equipment or facilities failure or shortages), errors, failures to transmit, delays or defects, network problems, lack of coverage or network capacity, dropped calls, inability to access the Service or inability to place or receive calls or problems of unauthorized access; (2) the unavailability or any failure or delay in delivery of the Equipment or the cancellation of any orders of Equipment by the manufacturer; (3) any suspension or termination of Service by Nextel or any other action taken by Nextel in its sole discretion intended to protect the Nextel wireless network, systems, and the rights or property of Nextel, its Customers, or others from "hacking," "spamming," "viruses" or other potential harms that Nextel believes may adversely impact its network or systems; (4) the availability or use of Nextel Online® Services, including but not limited to, the compatibility or use of Online Applications or Content, whether or not supported by Nextel, or any contact with third parties through the use of Nextel Online® Services; (5) any damage or personal injury allegedly caused by use of the Equipment or Service; (6) any other damage due directly or indirectly to causes beyond Nextel's control, including, but not limited to, any act or omission of any carrier or service provider other than Nextel; or (7) acts of God, acts of public enemies, acts of the government, acts or failure to act of Customer, its agents, employees or subcontractors, fires, floods, epidemics, quarantine restrictions, corrosive substances in the air or other hazardous environmental conditions, strikes, freight embargoes, inability to obtain materials or services, commotion, war, terrorism, unusually severe weather conditions or default of Nextel's subcontractors.

WITHOUT LIMITING THE FOREGOING, NEXTEL'S SOLE LIABILITY FOR SERVICE DISRUPTION, WHETHER CAUSED BY THE NEGLIGENCE OF NEXTEL OR OTHERWISE, IS LIMITED TO A CREDIT ALLOWANCE OF NOT MORE THAN THE PROPORTIONATE CHARGE TO CUSTOMER FOR THE PERIOD OF SERVICE DISRUPTION. EXCEPT AS OTHERWISE SET FORTH IN THE PRECEDING SENTENCE, IN NO EVENT SHALL NEXTEL BE LIABLE FOR ACTUAL DAMAGES OR FOR CONSEQUENTIAL, INCIDENTAL, SPECIAL OR OTHER INDIRECT DAMAGES CAUSED BY ITS NEGLIGENCE OR OTHERWISE, NOR FOR ECONOMIC LOSS, PERSONAL INJURIES OR PROPERTY DAMAGE SUSTAINED BY CUSTOMER OR ANY THIRD PARTIES. IF CUSTOMER IS PROVIDED WITH A CREDIT ALLOWANCE UNDER THIS SECTION, NEXTEL SHALL BE SUBROGATED TO ANY AND ALL RIGHTS THAT CUSTOMER MAY HAVE AGAINST ANY THIRD PARTY AS A RESULT OF CUSTOMER'S LOSS OR EXPENSE, INCLUDING BUT NOT LIMITED TO, ANY RIGHT CUSTOMER MAY HAVE UNDER THE TELEPHONE CONSUMER PROTECTION ACT. THIS SECTION 14 SHALL SURVIVE TERMINATION OF THIS AGREEMENT.

UNDER CERTAIN CIRCUMSTANCES, SOME JURISDICTIONS MAY NOT RECOGNIZE OR GIVE EFFECT, IN WHOLE OR IN PART, TO WARRANTY DISCLAIMERS AND/OR LIMITATIONS OF REMEDIES FOR BREACH; AND THEREFORE, TO THE EXTENT THAT THE DISCLAIMER SET FORTH IN SECTION 13 AND THE LIMITATION OF REMEDIES IN SECTION 14 ARE NOT PERMITTED BY APPLICABLE LAW, THEY WILL NOT APPLY TO CUSTOMER OR SHALL ONLY APPLY TO THE EXTENT PERMITTED BY SUCH APPLICABLE LAW.

15. INDEMNIFICATION - Customer shall indemnify, defend, and hold Nextel harmless from any violation by Customer of any applicable law or regulation. Customer will further indemnify Nextel for any claim or demand, including reasonable attorneys' fees, made by any third party due to or arising out of: (1) information or Content that Customer submits, posts, transmits or makes available through the Service; (2) Customer's use of the Service or Equipment; (3) Customer's connection to the Service or Equipment; (4) Customer's violation of this Agreement; or (5) Customer's violation of any rights of a third party.

16. DISPUTE RESOLUTION - THIS SECTION PROVIDES FOR THE RESOLUTION OF MOST DISPUTES OR CLAIMS THROUGH ARBITRATION INSTEAD OF COURT TRIALS AND CLASS ACTIONS. CUSTOMER SHOULD READ THIS SECTION CAREFULLY. ARBITRATION IS FINAL, BINDING AND SUBJECT TO ONLY VERY LIMITED REVIEW BY A COURT. THIS SECTION GOVERNING DISPUTES SHALL SURVIVE TERMINATION OF THIS AGREEMENT.

Mandatory Arbitration - CUSTOMER AND NEXTEL AGREE TO ARBITRATE ANY CLAIM, CONTROVERSY OR DISPUTE ARISING UNDER OR RELATED TO THIS AGREEMENT OR ANY EQUIPMENT USED IN CONNECTION WITH THE SERVICE (OR ANY PRIOR ORAL OR WRITTEN AGREEMENT FOR WIRELESS SERVICE WITH NEXTEL) EXCEPT THAT CUSTOMER OR NEXTEL MAY BRING AN INDIVIDUAL ACTION IN SMALL CLAIMS COURT. CUSTOMER AND NEXTEL ACKNOWLEDGE THAT THIS AGREEMENT EVIDENCES A TRANSACTION IN INTERSTATE COMMERCE AND THAT THE FEDERAL ARBITRATION ACT SHALL GOVERN THE INTERPREATION AND ENFORCEMENT OF THIS ARBITRATION PROVISION. TO INITIATE ARBITRATION, CUSTOMER OR NEXTEL MUST FIRST SEND A WRITTEN NOTICE, VIA CERTIFIED MAIL, TO THE OTHER PARTY INDICATING ITS INTENT TO ARBITRATE, WHICH NOTICE SHALL INCLUDE: (1) A DESCRIPTION OF THE FACTS; (2) A DESCRIPTION OF THE NATURE OF THE CLAIM; AND (3) THE RELIEF SOUGHT ("NOTICE TO ARBITRATE"). SEND NOTICE TO ARBITRATE TO: **NEXTEL GENERAL COUNSEL, ARBITRATION OFFICE, 2001 EDMUND HALLEY DRIVE, RESTON, VIRGINIA 20191.**

Customer Name:

Account Name:

BOTH PARTIES AGREE TO MAKE REASONABLE ATTEMPTS TO RESOLVE ANY SUCH DISPUTE; HOWEVER, IF THE PARTIES CANNOT RESOLVE THE DISPUTE WITHIN FORTY-FIVE (45) DAYS OF RECEIPT OF NOTICE TO ARBITRATE, THEN AN ARBITRATION CLAIM MAY COMMENCE. ANY ARBITRATION INITIATED UNDER THIS AGREEMENT SHALL BE ADMINISTERED BY THE AMERICAN ARBITRATION ASSOCIATION ("AAA") IN ACCORDANCE WITH ITS WIRELESS INDUSTRY ARBITRATION RULES (AND THE AAA SUPPLEMENTAL PROCEDURES FOR CONSUMER RELATED DISPUTES AS THEY MAY BE APPLICABLE), AS MODIFIED BY THIS AGREEMENT. INFORMATION CONCERNING THE AAA, ITS WIRELESS INDUSTRY ARBITRATION RULES AND OTHER INFORMATION CONCERNING ARBITRATION PROCEDURES AND FEES CAN BE FOUND BY CALLING THE AAA AT 1-800-778-7879 OR VISITING ITS WEBSITE AT http://www.adr.org.

ANY ARBITRATION SHALL BE CONDUCTED BY A SINGLE NEUTRAL ARBITRATOR. CUSTOMER AND NEXTEL SHALL COOPERATE IN GOOD FAITH TO SELECT THE ARBITRATOR WITHIN THIRTY (30) CALENDAR DAYS OF THE COMMENCEMENT OF ANY ARBITRATION PROCEEDING. IF CUSTOMER AND NEXTEL CANNOT AGREE UPON A NEUTRAL ARBITRATOR WITHIN THE THIRTY DAY PERIOD, THEN EITHER PARTY MAY REQUEST THAT THE AAA APPOINT, IN ITS SOLE DISCRETION, A NEUTRAL ARBITRATOR. CUSTOMER AND NEXTEL FURTHER AGREE THAT NO ARBITRATOR SHALL HAVE THE AUTHORITY TO AWARD ANY RELIEF OR REMEDY IN EXCESS OF OR CONTRARY TO WHAT IS PROVIDED IN THIS AGREEMENT, EXCEPT WHERE SUCH PROVISION IS NOT PERMITTED UNDER APPLICABLE LAW. THE ARBITRATOR'S DECISION AND AWARD SHALL BE FINAL AND BINDING, AND JUDGMENT ON THE AWARD RENDERED BY THE ARBITRATOR MAY BE ENTERED IN ANY COURT HAVING JURISDICTION. THE LAW THAT IS APPLIED TO THIS AGREEMENT ALSO SHALL BE APPLIED IN ANY ARBITRATION PROCEEDING. UNLESS THE CUSTOMER AND NEXTEL OTHERWISE AGREE, ANY ARBITRATION SHALL BE CONDUCTED IN THE COUNTY SEAT OF THE COUNTY IN WHICH CUSTOMER'S BILLING ADDRESS IS LOCATED. ALL ADMINISTRATIVE COSTS AND FEES OF ARBITRATION SHALL BE BORNE EQUALLY BY CUSTOMER AND NEXTEL, EXCEPT IF THE CLAIM IS LESS THAN $1000, CUSTOMER WILL BE OBLIGATED TO PAY ONLY $25. FOR CLAIMS OVER $1,000 BUT UNDER $75,000, CUSTOMER WILL BE REQUIRED TO PAY ITS SHARE OF ARBITRATION FEES, BUT NO MORE THAN THE EQUIVALENT COURT FILING FEE FOR A COURT ACTION FILED IN THE JURISDICTION WHERE CUSTOMER'S BILLING ADDRESS IS LOCATED. CUSTOMER AND NEXTEL SHALL EACH BEAR THE EXPENSES OF THEIR OWN COUNSEL, EXPERTS, WITNESSES AND THE PREPARATION AND PRESENTATION OF EVIDENCE IN CONNECTION WITH ANY ARBITRATION.

Waiver of Jury Trial and Class Actions - BY ENTERING INTO THIS AGREEMENT, CUSTOMER AND NEXTEL ACKNOWLEDGE AND AGREE TO WAIVE CERTAIN RIGHTS TO LITIGATE DISPUTES IN COURT, TO RECEIVE A JURY TRIAL OR TO PARTICIPATE AS A PLAINTIFF OR AS A CLASS MEMBER IN ANY CLAIM ON A CLASS OR CONSOLIDATED BASIS OR IN A REPRESENTATIVE CAPACITY. CUSTOMER AND NEXTEL BOTH AGREE THAT ANY ARBITRATION WILL BE CONDUCTED ON AN INDIVIDUAL AND NOT ON A CONSOLIDATED, CLASS-WIDE OR REPRESENTATIVE BASIS AND THAT IF ARBITRATION IS NOT CONDUCTED ON AN INDIVIDUAL BASIS, THIS SECTION 16 SHALL BE DEEMED NULL AND VOID. THE ARBITRATOR MAY AWARD INJUNCTIVE RELIEF ONLY IN FAVOR OF THE INDIVIDUAL PARTY SEEKING RELIEF AND ONLY TO THE EXTENT NECESSARY TO PROVIDE RELIEF WARRANTED BY THAT PARTY'S INDIVIDUAL CLAIM. IF FOR ANY REASON THE ARBITRATION CLAUSE SET FORTH IN THIS AGREEMENT IS DEEMED INAPPLICABLE OR INVALID, OR TO THE EXTENT THE ARBITRATION CLAUSE ALLOWS FOR LITIGATION OF DISPUTES IN COURT, CUSTOMER AND NEXTEL BOTH WAIVE, TO THE FULLEST EXTENT ALLOWED BY LAW, ANY RIGHT TO PURSUE OR PARTICIPATE AS A PLAINTIFF OR AS A CLASS MEMBER IN ANY CLAIM ON A CLASS OR CONSOLIDATED BASIS OR IN A REPRESENTATIVE CAPACITY.

17. MISCELLANEOUS - *Assignment* - Customer may not assign all or any part of this Agreement (including any of its rights and duties under the Agreement) or sell or lease the Service to others without Nextel's prior written consent. Nextel may assign all or any part of this Agreement to any successor or any other entity capable of performing Nextel's obligations under this Agreement without obtaining Customer's consent or providing notice to Customer. Nextel shall be released from all liability upon assignment of this Agreement. Customer shall continue to be bound by the terms of this Agreement following assignment.

Nextel Associates - Nextel's subsidiaries, affiliates and certain third party service providers (the "Nextel Associates") may provide wireless communication services in support of Nextel from time to time. All rights and protections afforded to Nextel by this Agreement are also afforded to the Nextel Associates.

Notice - Notice to Customer shall be considered delivered if sent by U.S. Mail addressed to the most current address on file for Customer (effective three (3) days following deposit in U.S. Mail) or by electronic means such as email or text messaging (effective immediately upon transmission). Written notice to Nextel must be sufficient to identify Customer and the Service and shall be considered delivered when directed to Nextel Customer Care department and received by Nextel. Oral and electronic notice to Nextel shall be considered delivered on the date reflected in Nextel's records. To ensure receipt of notice, Customer shall notify Nextel of any changes in Customer's email or mailing address.

Limitation on Third Party Beneficiaries - This Agreement is not for the benefit of any third party other than the Nextel Associates.

Governing Law - The laws of the state associated with the area code assigned to Customer's Number will govern this Agreement, without regard to the conflict of laws rules of that state. This Agreement is also subject to applicable federal laws and federal or state regulations or tariffs.

Entire Agreement - This Agreement and the documents to which it refers (e.g., Return Policy, Plan Information and Payment Forms, to the extent such documentation may be applicable), form the entire Agreement between Customer and Nextel. There are no oral or written agreements between Customer and Nextel other than as set forth in this Agreement. If Customer is a business, Nextel shall not be bound by the terms and conditions included in Customer's purchase orders or elsewhere, unless expressly agreed to in writing by a duly authorized officer of Nextel. If any provision of this Agreement is found to be illegal or otherwise invalid, the remainder of this Agreement will remain enforceable. If, at any time, Nextel fails to enforce any right or remedy under this Agreement (including, but not limited to, a waiver of Nextel's right to written notice under the Agreement), Nextel shall retain the right to enforce such right or remedy at a later time.