

CELLGATE Products Service Agreement Including Terms & Conditions

NOTICE TO END USER: CAREFULLY READ THE FOLLOWING LEGAL AGREEMENT (THE "AGREEMENT"). USE OF THE CELLGATE SERVICE AND HARDWARE (AS LATER DEFINED HEREIN) CONSTITUTES YOUR ACCEPTANCE OF THESE TERMS. GOULDIN TECHNOLOGIES, LLC DBA CELLGATE ("CELLGATE"), IS WILLING TO PROVIDE THE SERVICE TO YOU ONLY ON THE CONDITION THAT YOU ACCEPT ALL OF THE TERMS OF THIS AGREEMENT. THIS IS A LEGAL AND ENFORCEABLE CONTRACT BETWEEN YOU AND CELLGATE. BY OPENING OR INSTALLING THE HARDWARE USING THE SERVICE, SIGNATURE OF THIS AGREEMENT, CLICKING "I AGREE", OR OTHERWISE INDICATING YOUR CONSENT TO THIS AGREEMENT, YOU CONFIRM THAT YOU HAVE READ, UNDERSTOOD AND AGREE TO THE TERMS OF THIS AGREEMENT.

YOU AGREE AND UNDERSTAND THAT CELLGATE MAY MODIFY THIS AGREEMENT, MAY MODIFY THE TERMS OF SERVICE, MAY RAISE OR LOWER SERVICE PRICES, AND MAY DISCONTINUE OR REVISE ANY OR ALL OTHER ASPECTS OF THE SERVICE AT ANY TIME AND YOU AGREE THAT CELLGATE MAY DO ANY OF THE FOREGOING WITHOUT FURTHER NOTICE TO YOU, PROVIDED THAT CELLGATE MAKES ANY MODIFIED TERMS, RULES OR PRICES AVAILABLE TO YOU IN WRITING OR VIA THE CELLGATE WEBSITE.

THIS AGREEMENT CONTAINS LIMITATIONS OF LIABILITY AND INDEMNITY OBLIGATIONS.

TERMS OF SERVICE

General Description of Services and Hardware.

The CellGate Service is a technology comprised of two basic components: the wireless or cellular internet router (the "Hardware" or "Wireless Device") and the CellGate software and other proprietary intellectual property, servers and wireless data transmission services which are accessed via the Internet or by telephone (the "Service"). The Service is provided by CellGate, through the facilities of third party wireless service provider(s) engaged by CellGate (each, a "Wireless Service Provider"). The "Network" is the method by which each Wireless Device is connected to the Service. You may obtain information regarding the general availability of the Service in a given location within the United States, the District of Columbia, Puerto Rico and Canada ("Service Ratings") through the CellGate site on the World Wide Web at the URL <http://www.Cell-Gate.com/CheckCoverage> by entering the corresponding U.S. Postal Service ZIP code in the space provided. You acknowledge and agree, however, that the Service Ratings are merely approximate guidelines, and shall not be considered to be a warranty or representation of CellGate or any other person as to the availability and/or reception quality of a Network connection from any given location at any given time. You agree that neither CellGate nor any other person shall have any liability to you if the actual Service in a given location is not available or is not of the same reception quality as any posted Service Rating for such location. If the Service is not available within your intended location, you agree that your sole remedy shall be to terminate this Agreement.

Grant of Intellectual Property License and Third-Party Content.

You understand and agree that, subject to the terms and conditions of this Agreement and any other agreements to which you may be bound, you have a non-exclusive, non-transferable, non-assignable individual subscription to the Service for the term of this Agreement and only with certain limited rights to use the Hardware and access the Service which is being provided to you by CellGate. The use of the Hardware, the Service, and the Information or any documentation whatsoever provided to you in connection with the Hardware and Service is licensed, and not sold, to you for use only under the terms of the license contained herein. You understand and agree that the use of the Hardware and Service is solely for your own use and for the limited purposes described herein and will not be used for further re-distribution or for any unauthorized purpose, including, without limitation, reverse engineering of the Hardware components or any aspect of the Service.

In addition, CellGate may provide you with access to various types of information through the Service which may include, without limitation, internet web pages or links to third party internet web sites or other paper or electronic information (the "Information"). You agree to release and indemnify CellGate from any liability whatsoever arising from your use of or reliance on any of the Information. CellGate, its Wireless Service Provider(s), its Venue Host(s), and all third party content providers or other licensors reserve any rights they may have not expressly granted herein.

Interruption of Service.

In the event that the Service is interrupted, or you experience some other difficulty using the Service and not otherwise caused by you, CellGate shall use commercially reasonable efforts to try to correct problem as soon as reasonably possible. You acknowledge and agree that CellGate is not responsible for performance degradation and delays due to conditions on the Internet, the Network, the Wireless Service Provider, the Wireless Device, other equipment or actions of other third parties. In the event of a total outage of the Service that is not caused by you and which lasts for a period of more than twenty-four (24) consecutive hours, a credit allowance may be allowed by submitting a written request to CellGate stating the date and time of the outage and such other information as CellGate may reasonably require. Such request MUST BE RECEIVED by CellGate within three (3) business days following the outage period.

WE MAY, WITHOUT NOTICE, LIMIT, SUSPEND, OR END THIS AGREEMENT OR THE SERVICE FOR ANY REASON, including, but not limited to: (i) any breach this Agreement; (i) more than one late payment within any 12-month period; (iii) inability to verify any credit information provided by you; (iv) you become insolvent or go bankrupt (including any filing by you or acquiescence in a filing by another person); (v) you provide any false information to CellGate; (vi) you allow anyone to taper with the Hardware or any Wireless Device; (vii) you or any user of the Service or the Hardware or any authorized contact on your account uses the Hardware of the Service in a

way that adversely affects the Network or other customers. WE MAY TEMPORARILY LIMIT YOUR USE OF THE SERVICE FOR ANY OPERATIONAL REASON OR IN ACCORDANCE ANY REQUEST OR DIRECTIVE OF ANY GOVERNMENTAL AUTHORITY.

Charges, Payment Methods and Billing Practices.

(a) You may obtain current rates for all types and levels of Service via CellGate's web site at URL <http://www.Cell-Gate.com> or by calling the CellGate customer service department at 972-231-1999. Upon activation of your account or upon making changes to your account, you may be charged an activation fee or other fees, depending on the type or level of Service or other factors. You understand and agree that any changes to your account, including changes to your level of Service may require you to incur additional recurring charges or fees.

(b) Cash payments are not accepted by CellGate. Payment must be made by check or automated clearinghouse transfer (ACH) drawn on or originating with a US bank or by a major credit card accepted by CellGate (currently, VISA, MasterCard, and American Express). You authorize CellGate, or a third person acting on CellGate's behalf to process and negotiate credit card charge forms for any credit card account designated by you for all fees and charges (including, without limitation, all recurring and non-recurring fees and charges) payable by you under the Agreement. Each time you use the Service you agree and reaffirm that CellGate is authorized to charge your designated credit card. If CellGate does not receive payment from the card issuer or its agent, you agree to pay all amounts due upon demand by CellGate. Your card issuer agreement governs your use of your designated card in connection with the Service, and you understand and agree that you will refer to that agreement and not this Agreement to determine your rights and liabilities as a cardholder. Further, you agree that CellGate may choose to delay obtaining authorization from your card issuer for the accumulated charges. CellGate may also give you the option to obtain an estimate of the then-current charges incurred by you since your last billing statement through the CellGate Site. If this option is available and accessed by you, you understand that the charges reflected may not be an accurate representation of the amount actually owed by you at that particular time.

(c) CellGate will bill you on a monthly basis for the fees and charges corresponding to the type and level of Service of you have chosen. Unless payment is made by credit card pursuant to paragraph (b) above, all fees and charges shall become due and payable thirty (30) days after the date of CellGate's invoice to you. In addition to any other remedies available to CellGate hereunder and at law, CellGate shall have the option to immediately suspend the Service in the event you fail to timely meet the payment obligations outlined above. If the Service is suspended, CellGate shall have the further right to condition restoration of the Services on (i) bringing the payable balance to current status, and/or (ii) payment of a reconnect fee. You agree to timely pay all fees and charges accruing hereunder, including, without limitation, activation charges, reconnection fees and monthly recurring fees (which are payable in advance and not contingent upon usage), and applicable usage charges (which may be payable in arrears). You also agree to pay all sales, use and other such governmentally imposed or authorized taxes, fees, surcharges and/or assessments relating to this Agreement, the Hardware and the Service.

(d) Unless you notify CellGate of any discrepancies within thirty (30) days after they first appear on your account statement, they will be deemed accepted by you for all purposes, including resolution of inquiries made by your card issuer. You release CellGate from all liabilities and claim of loss resulting from any error or discrepancy that is not reported to CellGate within thirty (30) days of its first appearance on an invoice or credit card statement. Any balance not paid by such due date shall bear interest from and after the invoice date at the lesser of (i) eighteen percent (18%) per annum and (ii) the maximum rate of interest allowed by law. Amounts due and owing to CellGate shall not be subject to offset or reduction for any reason. You agree to pay CellGate all reasonable attorneys' fees and costs incurred by CellGate to collect any past due amounts. Your account may be deactivated without further notice if payment is thirty (30) days past due, regardless of the dollar amount. You agree to pay any outstanding balance in full within thirty (30) days of cancellation or termination of your Service.

CELLGATE RESERVES THE RIGHT, AT ANY TIME, TO CHANGE ITS FEES AND BILLING METHODS, INCLUDING THE ADDITION OF SUPPLEMENTAL FEES OR SEPARATE CHARGES FOR ADDITIONAL SERVICES PROVIDED BY CELLGATE, EFFECTIVE THIRTY (30) DAYS AFTER WRITTEN NOTICE OR AN ONLINE POSTING ON THE CELLGATE SITE. CONTINUED USE OF THE SERVICE FOLLOWING THE EFFECTIVE DATE OF A CHANGE TO SUCH FEES AND BILLING METHODS SHALL CONSTITUTE YOUR ACCEPTANCE OF SUCH CHANGE. IF ANY SUCH CHANGE IS UNACCEPTABLE TO YOU, YOU MAY TERMINATE THE AGREEMENT WITHOUT ANY PENALTY IF YOU PROVIDE NOTICE TO CELLGATE OF YOUR INTENT TO TERMINATE THE AGREEMENT WITHIN SIXTY (60) DAYS OF THE DATE OF NOTICE.

Accounts and Passwords.

To use the Service, you must have an open, active account that corresponds to your Wireless Device. Once you subscribe to the Service, you will receive a password and an account. You agree to accept sole responsibility for maintaining the confidentiality of your password, and, furthermore, you agree to accept sole responsibility for any and all activities which might occur under your account. You agree to immediately notify CellGate of any unauthorized use of your account or any other breach of security known to you. You understand that while CellGate will attempt to safeguard the security of your account with various physical, electronic, and managerial procedures, we cannot ensure the security of the information transmitted to or by you. CellGate urges you to take every precaution to protect your personal data by changing your passwords often, using a combination of letters and numbers, and making sure you use a secure browser, if applicable. Your registration for the Service acknowledges that this risk exists and that neither CellGate, its Wireless Service Provider or any other person is liable to you for any harm or damage that may occur from your use of the Hardware, the Service, the Network or otherwise.

Disclaimer of Liability.

YOU EXPRESSLY AGREE THAT YOUR USE OF THE SERVICE, THE WIRELESS DEVICE AND ANY OTHER EQUIPMENT IS AT YOUR SOLE RISK. THE SERVICE, THE WIRELESS DEVICE AND ANY OTHER EQUIPMENT IS PROVIDED ON AN "AS IS" AND AN "AS AVAILABLE" BASIS. CELLGATE AND ITS LICENSORS EXPRESSLY DISCLAIM ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT OF THIRD-PARTY RIGHTS. CELLGATE MAKES NO WARRANTY THAT THE SERVICE, THE WIRELESS DEVICE OR ANY OTHER EQUIPMENT WILL MEET YOUR REQUIREMENTS, OR THAT THE SERVICE OR WIRELESS DEVICE WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR FREE. NEITHER CELLGATE NOR ITS LICENSORS MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE SERVICE OR WIRELESS DEVICE OR AS TO THE ACCURACY, COMPLETENESS OR RELIABILITY OF ANY INFORMATION OBTAINED THROUGH THE SERVICE OR OTHERWISE PROVIDED TO YOU BY CELLGATE OR ITS AFFILIATES. CELLGATE SPECIFICALLY DISCLAIMS ANY RESPONSIBILITY FOR ANY EQUIPMENT OR SOFTWARE PROVIDED BY YOU AND IN NO WAY WARRANTS THE CAPABILITIES OF ANY SUCH EQUIPMENT OR SOFTWARE USED IN CONJUNCTION WITH THE SERVICE OR THE WIRELESS DEVICE. YOU AGREE THAT CELLGATE, ITS WIRELESS SERVICE PROVIDERS AND ITS LICENSORS SHALL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES, WHETHER BASED IN CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, OR OTHERWISE, OR FOR COST OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, INCLUDING BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PERSONAL PROPERTY, LOSSES TO REAL PROPERTY, LOSS OF PROFITS, USE, DATA OR OTHER INTANGIBLE PROPERTY, AND REGARDLESS OF WHETHER CELLGATE, ITS WIRELESS SERVICE PROVIDERS ITS LICENSORS HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. CELLGATE SHALL NOT BE LIABLE AND YOU AGREE TO INDEMNIFY CELLGATE FROM AND FOR ANY LOSS, INJURY, CLAIM, LIABILITY OR DAMAGE OF ANY KIND RESULTING IN ANY WAY FROM UNAUTHORIZED ACCESS TO YOUR PROPERTY OR RELATED FACILITIES, IN THE USE OR THE INABILITY TO USE THE SERVICE, EITHER SEPARATELY OR IN COMBINATION WITH ANY OTHER SERVICES, FACILITIES, EQUIPMENT, OR SOFTWARE, OR FOR ANY OTHER REASON WHATSOEVER AND WHETHER OR NOT PERFORMED OR PROVIDED UNDER THIS AGREEMENT. NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, THE MAXIMUM LIABILITY OF CELLGATE FOR DAMAGES HEREUNDER SHALL NOT EXCEED \$100.00 AND THE MAXIMUM COLLECTIVE LIABILITY OF CELLGATE AND ITS WIRELESS SERVICE PROVIDERS FOR ACTUAL DAMAGES DIRECTLY AND PROXIMATELY RESULTING FROM THE FAILURE, DELAY, OR NONPERFORMANCE OF THE SERVICE HEREUNDER SHALL BE LIMITED SOLELY TO THE AMOUNT PAID BY YOU TO CELLGATE FOR THE SERVICE DURING SUCH PERIOD OF FAILURE, DELAY, OR NONPERFORMANCE. CELLGATE AND ITS LICENSORS MAY MAKE IMPROVEMENTS OR CHANGES IN THE SERVICE AT ANY TIME. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM CELLGATE OR THROUGH THE SERVICE SHALL CREATE ANY WARRANTY NOT EXPRESSLY MADE HEREIN. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES OR LIMITATIONS OF LIABILITY FOR CERTAIN DAMAGES, SO SOME OF THE ABOVE EXCLUSIONS MAY NOT APPLY TO YOU.

Third Party Rights.

The provisions of this Agreement are for the benefit of CellGate, its Wireless Service Provider(s), and their respective licensors. Each of these individuals or entities shall have the right to assert and enforce this Agreement on its own behalf.

FCC Statement.

The Wireless Device has been tested and found to comply with Part 15 of the FCC rules. These limits are designed to provide reasonable protection against harmful interference in a residential installation. The Wireless Device generates, uses, and can radiate radio frequency energy and, if not installed and used in accordance with the instructions, may cause harmful interference to radio communications. However, there is no guarantee that interference will not occur in a particular installation.

Term; Termination; Effect of Termination.

This Agreement shall be effective as of the date you first open or install the Hardware, activate the Service, sign this Agreement or click "I AGREE", whichever is applicable, and whichever occurs first. This Agreement shall remain in effect for 12 months and on a month to month basis thereafter until terminated in accordance with its terms. This Agreement shall not relieve you of any obligations to pay accrued charges, including any prorated charges accrued for the billing cycle in which this Agreement is terminated. The payment in advance for the next month's service level is nonrefundable. You understand and agree that termination of this Agreement shall allow CellGate to impose upon you a deactivation fee in the amount of \$200.00. You will be charged for any additional charges beyond the monthly rates and applicable usage surcharges that have accumulated through the date of termination of your account and will be billed for such additional amounts on the account's monthly anniversary date.

General.

Entire Agreement. This Agreement is intended as the complete, final and exclusive statement of the terms of the agreement between the parties relating to the subject matter hereof and supersedes all prior understandings, writings, proposals, representations or communications, oral or written, relating to the subject matter hereof.

Force Majeure. Except with respect to your payment obligations under this Agreement, neither party shall be liable to the other party for any alleged losses or damages resulting from delays in performance or breach of this Agreement caused by acts of the other party, acts of civil or military authority, governmental priorities, earthquake, fire, flood, epidemic, quarantine, energy crisis, strike, labor trouble,

war, riot, accident, shortage, delay in transportation, or any other causes beyond the reasonable control of the party whose performance is so delayed.

Notices. You may send notices to CellGate by mail or by express delivery only, addressed to CellGate at 3220 Keller Springs Rd #106, Carrollton, TX 75006, Attention: Customer Care or at such other address as CellGate may provide. CellGate may send notices to you electronically by facsimile, e-mail, or by mail, addressed to you at your last known address or number. All notices shall be deemed to have been given and received on the earlier of actual delivery or three (3) days from the date of postmark.

Waiver. A waiver of any default hereunder or of any of the terms and conditions of this Agreement shall not be deemed to be a continuing waiver or a waiver of any other default or of any other term or condition but shall apply solely to the instance to which such waiver is directed. The exercise of any right or remedy provided in this Agreement shall be without prejudice to the right to exercise any other right or remedy provided by law or equity.

Severability. In the event any provisions of this Agreement are found to be invalid, illegal or unenforceable, the validity, legality and enforceability of any of the remaining provisions shall not in any way be affected or impaired thereby.

Assignment. CellGate, in its sole discretion, shall be free to assign this Agreement without prior notice to you. Assignment of this Agreement by you shall be prohibited without the express written consent of CellGate. Any attempted assignment in violation of this provision shall be null and void. Any change in ownership or control of a party shall be deemed to be an assignment subject to this paragraph.

Governing Law. THE VALIDITY, PERFORMANCE, CONSTRUCTION, AND INTERPRETATION OF THIS AGREEMENT SHALL BE GOVERNED BY THE LAWS OF THE STATE OF TEXAS.

Arbitration. All disputes, claims, and controversies between the parties arising out of or related to this Agreement or the breach thereof (except for non-payment or late payment; and breach of any obligation of confidentiality or infringement of any intellectual property right for which an injunction may be sought) shall be settled by arbitration. The arbitration shall be conducted by one arbitrator under the then current Commercial Arbitration Rules of the American Arbitration Association. The arbitrator shall be prohibited from awarding damages or remedies in excess of those allowed by the provisions of this Agreement. The decision and award of the arbitrator shall be final and binding and judgment on the award so rendered may be entered in any court having jurisdiction thereof. The arbitration shall be held in Dallas County, Dallas, Texas, and the award shall be deemed to be made in the State of Texas.

Survival. The Preamble of this Agreement and the following sections shall survive the expiration or termination of this Agreement ("Interruptions of Service"), ("Charges, Payment Methods and Billing Practices"), ("Disclaimer of Liability"), and ("General").

Date/Time Of Agreement:	
Signature:	