

SERVICES AGREEMENT For Gulf of Mexico

This agreement is between the customer of record ("you" or "your") and Petrocom LLC d/b/a Broadpoint ("Broadpoint", "we", "us" or "our") for wireless communication and related services ("Service"), Subscriber Identity Module Card ("SIM"), and phones or other equipment which you purchased from us for use with the Service (each a "Device") that we have authorized to be programmed with your phone number or other identifier (an "Identifier"). Broadpoint provides the Services within its coverage area in the Gulf of Mexico ("Coverage Area") only, which means that you cannot initiate calls from outside the Coverage Area. By signing the Retail Sales Order ("Sales Order"), you will be bound to the following terms which will govern the provision and receipt of Services and Devices for the term set forth in the Sales Order ("Minimum Service Commitment"): (1) the terms of this Service Agreement; (2) the terms of the Service available for each of your Device Identifiers selected by you when you activated or changed your Service, as described in the service plan or rate plan ("Rate Plan"), sales information, policies, guidelines and other information applicable to the Service or to the Device(s), (3) the terms and conditions of any applicable software license, and (4) the terms of third party providers ("Third Party Providers") which are applicable to your Rate Plans, the Service and/or the Device(s). All of the foregoing terms together constitute the "Agreement". A copy of the Agreement is available at http://www.broadpointinc.com/Retail_Cellular_Terms_Conditions.pdf. **WE MUST RECEIVE A SIGNED SALES ORDER FROM YOU NO LATER THAN THIRTY (30) DAYS FROM THE DATE OF ACTIVATION OF YOUR SERVICE OR WE WILL TERMINATE THE AGREEMENT AND YOUR SERVICE.**

PLEASE READ THE AGREEMENT CAREFULLY TO ENSURE THAT YOU UNDERSTAND EACH PROVISION. The terms of this Agreement affect your legal rights by, among other things, allowing you to cancel within three (3) days of activating the Service (See Section 2), requiring mandatory arbitration of disputes rather than jury trials or class actions (See Section 4), charging an Early Termination Fee (See Section 1), and limiting our liability (See Section 24). IF YOU SIGN THIS AGREEMENT, ACTIVATE THE SERVICE, UPGRADE OR DOWNGRADE YOUR RATE PLAN, CHANGE THE TERM OF YOUR SERVICE, OR PAY US ANY AMOUNT FOR THE SERVICE, YOU ACCEPT THE TERMS OF THIS AGREEMENT. IF YOU DO NOT AGREE TO THE TERMS OF THE AGREEMENT, DO NOT ACTIVATE OR USE THE SERVICE AND RETURN EACH DEVICE IN ACCORDANCE WITH SECTION 2 BELOW.

1. Minimum Service Commitment; Early Termination Fee. Your Minimum Service Commitment for each Identifier begins on the earlier of the day we activate your Service for that Identifier or the date you accept a benefit that extends or renews the term. UNLESS WE AGREE OTHERWISE IN THE SALES ORDER, YOU AGREE TO PURCHASE SERVICE FOR AN INITIAL TERM OF TWELVE (12) CALENDAR MONTHS ("Initial Term"). If you change your Rate Plan during your Initial Term, your Initial Term will restart for twelve (12) months beginning on the date of the Rate Plan change. After the Initial Term expires, you become a month-to-month customer, but you are still subject to terms of the Agreement. You may terminate month-to-month Rate Plans by providing us with thirty (30) days written notice. If we terminate your Service for nonpayment or other default as described in the Agreement before the end of the Minimum Service Commitment, or if you terminate your Service for any reason other than (a) in accordance with the cancellation policy; or (b) pursuant to a change of terms, conditions or rates as set forth below after the 30th day but before expiration of your Minimum Service Commitment, you agree to pay us with respect to each Device Identifier or telephone number assigned to you, in addition to all other amounts owed, an early termination fee calculated by multiplying (i) the amount of the month-to-month feature by (ii) the number of active months on the initial twelve (12) month commitment ("Early Termination Fee"). Because you have received certain benefits from us in exchange for any Minimum Service Commitment of greater than one month, the Early Termination Fee is not a penalty, but rather it is a charge to compensate us for your failure to satisfy the Minimum Service Commitment on which your Rate Plan is based. You agree to pay for all Service fees and other charges incurred through the termination date. We reserve the right to assess a transfer fee for such change.

2. Cancellation and Return Policy. If you terminate within three (3) days of activating the Service in accordance with the Notice of Cancellation, Broadpoint will refund your activation fee, if any, but you will not receive a credit for any shipping or handling charges. You must return any Device(s) purchased from us in Returnable Condition within fourteen (14) days of date of cancellation in order to receive a full credit for the purchase price. "Returnable Condition" means that the returned Device(s) (i) was purchased from us or our authorized representatives, (ii) is returned to the place of purchase within the Cancellation Period in its original packaging with proof of purchase and all original contents, and (iii) is undamaged and in never been used condition as determined by us in our sole discretion.

3. Cancellation for Changes to the Agreement or Charges. We may amend any of the terms of the Agreement, including the Rate Plan, upon advance notice provided to you in any manner we choose, including by notice contained with your invoice. In the event that we make a change that has a material adverse impact on your rights or use of the Service, you may terminate the Agreement by giving us notice within 20 days of the date we notify you (which is your only remedy), and you will not be charged any termination fee. If you use the Service more than 20 days after we notify you of a change, you agree to that change. You have the option to change your Service at any time by notifying us, and you may take advantage of those of our Services for which you qualify, as long as you comply with any requirements of the Service, including, where applicable, extending the term of the Agreement. If, during the term of your Rate Plan, you make a change in your Rate Plan that results in lesser services, a \$50 fee may be assessed and the new Rate Plan will be effective for twelve (12) months from the effective date of the new Rate Plan. Any change will take effect by your next statement cycle, and your continued use of the Service will be deemed to constitute your express consent to the changes. If you transfer to a Rate Plan having a term that is shorter than your previous Rate Plan, you may remain obligated for the Minimum Service Commitment of the previous Rate Plan. If we increase charges for Service to which no termination or other fee to cancel Service applies, we will notify you of the increase, but you will still be responsible for any Early Termination Fee applicable to any Services you may have if you cancel that Service.

4. Resolution of Disputes. PLEASE READ THIS SECTION CAREFULLY. THIS SECTION PROVIDES FOR RESOLUTION OF MOST DISPUTES THROUGH FINAL AND BINDING ARBITRATION INSTEAD OF IN A COURT BY A JUDGE OR JURY OR THROUGH A CLASS ACTION. This Section means that all disputes or claims ("Disputes"), will be resolved by final and binding arbitration except that (1) you may take Disputes to small claims court if they qualify for hearing by such a court, or (2) we may choose to pursue Disputes in court if the Disputes relate solely to the collection of any debts you owe to us or we may assign your account for collection, and the collection agency may pursue in court Disputes limited strictly to the collection of the past due debt and any interest or cost of collection permitted by law. This Section is intended to be interpreted broadly to encompass all Disputes, including those against any subsidiary, parent or affiliate companies, arising out of any aspect of our relationship (including but not limited to the Agreement, the Service, any billing or any Device(s) used in connection with the Service). If you have a Dispute, you must first contact Customer Care and negotiate in good faith with us to resolve the Dispute. If the Dispute cannot be resolved within 60 days, then you or we, instead of suing in court, may initiate arbitration proceedings with the American Arbitration Association ("AAA"). The arbitration process will be governed by the Federal Arbitration Act (the "FAA") (9 U.S.C. §§ 1-16), and the FAA, not state law, will govern whether a Dispute is subject to arbitration. To begin the arbitration process, you must send a written notice Legal Department, Petrocom LLC d/b/a Broadpoint, 711 W. Bay Area Blvd., Suite 405, Webster, Texas 77598. The arbitration of any Dispute shall be conducted under the Wireless Industry Arbitration Rules ("WIA Rules"), as modified by this Agreement, in accordance with the AAA rules. The WIA Rules and information about arbitration and fees are available upon request from the AAA, by calling the AAA at 800-778-7879, or by visiting its website at www.adr.org. Unless you and we agree otherwise, any arbitration will take place in the county or parish of Broadpoint's closest office. At either party's election, the arbitration shall be held telephonically. An arbitrator may award any relief or damages (including injunctive or declaratory relief) that a court could award that is consistent with law and the Agreement, except an arbitrator may not award relief in excess of or contrary to what this Agreement provides and may not order relief on a consolidated, class wide or representative basis. In any arbitration applying the WIA Rules applicable to large/complex cases, the arbitrators must also apply the Federal Rules of Evidence, and the losing party may have the award reviewed in accordance with the review procedures of the WIA Rules. Judgment on any arbitration award may be entered in any court having proper jurisdiction. If any portion of this arbitration clause is determined by a court to be inapplicable or invalid, then the remainder shall still be given full force and effect. For Disputes of less than \$1,000, you will be obligated to pay \$25 of the costs of arbitration and we will pay all other administrative costs and fees. For Disputes over \$1,000 but under \$75,000, you will be obligated to pay your share of the arbitration fees, but no more than the equivalent court filing fee for a court action filed in the jurisdiction where your billing address is located. For arbitrations in excess of \$75,000, all administrative fees and expenses of arbitration will be divided equally between you and us. In all arbitrations, each party will bear the expense of its own counsel, experts, witnesses and preparation and presentation of evidence at the arbitration. Both you and Broadpoint agree that any arbitration will be conducted in English and on an individual basis and not on a consolidated, class wide or representative basis. **IF FOR ANY REASON THIS ARBITRATION CLAUSE IS DEEMED INAPPLICABLE OR INVALID, OR TO THE EXTENT THIS ARBITRATION CLAUSE ALLOWS FOR LITIGATION OF DISPUTES IN COURT, YOU AND WE BOTH WAIVE, TO THE FULLEST EXTENT ALLOWED BY LAW, ANY RIGHTS TO TRIAL BY JURY AND TO PURSUE ANY DISPUTES ON A CONSOLIDATED, CLASS WIDE OR REPRESENTATIVE BASIS. WHETHER IN COURT, SMALL CLAIMS COURT, OR ARBITRATION, YOU AND WE MAY ONLY BRING DISPUTES AGAINST EACH OTHER IN AN INDIVIDUAL CAPACITY AND NOT AS A CLASS REPRESENTATIVE OR A CLASS MEMBER IN A CLASS OR REPRESENTATIVE ACTION. IF A COURT OR ARBITRATOR DETERMINES IN A DISPUTE BETWEEN YOU AND US THAT YOUR WAIVER OF ANY ABILITY TO PARTICIPATE IN CLASS OR REPRESENTATIVE ACTIONS IS UNENFORCEABLE UNDER APPLICABLE LAW, THE ARBITRATION AGREEMENT WILL NOT APPLY, AND YOU AND WE AGREE THAT SUCH DISPUTES WILL BE RESOLVED BY A COURT OF APPROPRIATE JURISDICTION, OTHER THAN A SMALL CLAIMS COURT. WHETHER ANY DISPUTE IS IN ARBITRATION OR IN COURT, YOU AND WE WAIVE ANY RIGHT TO JURY TRIAL INVOLVING ANY DISPUTES BETWEEN YOU AND US.** Any arbitration or legal action with respect to any and all Disputes must be brought within TWO (2) YEARS after the Dispute arises, or within the applicable statutory period of time, whichever is shorter. This limitations period does not apply to any Disputes when the statutory limitations period for that Dispute cannot be waived, restricted or otherwise limited by you.

5. Service Availability. A compatible Device(s) is required in order to use the Service. You are not required to buy a Device(s) from us, but you are required to purchase a Rate Plan which includes a SIM. Not all service options or offers are available on all Devices, on all Rate Plans or for use in all areas. Network speed is an estimate and is no indication of the speed at which your Device(s) or the Service sends or receives data. Actual network speed and Device(s) speed will vary based on Device(s) configuration, compression, distance, network congestion, interference and other factors. Availability and performance of the Service is subject to coverage, transmission limitation, reduction in transmission speed, interruption caused by weather, memory, storage and other limitations of your Device(s), terrain, obstructions such as offshore equipment or buildings, or other conditions, and quality may vary. Service may be limited in some areas where coverage is not available or may be temporarily limited or interrupted due to system capacity limitations, system repairs or modifications, or in response to suspected fraud, abuse, misuse of the network, hacking or malicious viruses. The Service is subject to unavailability, for reasons including emergencies, third party service failures, transmission, equipment or network problems or limitations, interference, signal strength, and maintenance and repair, and may be interrupted, refused, limited or curtailed. We are not responsible for data, messages or pages lost, not delivered, delayed or misdirected because of interruptions or performance issues with the Service or networks. We may impose credit, usage or Service limits, suspend Service, or block certain kinds of usage in our sole discretion to protect users, our network or our business. The accuracy and timeliness of data received is not guaranteed; delays or omissions may occur. We may, but do not have to, change or improve the Service. We may block access to certain categories of numbers (e.g. 976, 900 and all international destinations) or certain web sites if, in our sole discretion, we are experiencing excessive billing, collection, fraud problems or other misuse of our network. We may, but do not have an obligation to, refuse to transmit any information through the Service and may screen and delete information prior to delivery to you or the Device(s) as permitted by law. Some aspects of the Service may be temporarily unavailable if personal information is provided by a child under the age of 13. Without parental consent, children under the age of 13 will not be able to use certain aspects of the Service. Devices may be incompatible with TTY, so TTY users may be unable to make emergency calls. TTY availability on our network does not indicate compatibility while using another carrier's network.

6. Creditworthiness. In order to purchase the Service and/or a Device(s), you must authorize us, and we must agree to accept, payment of all charges by credit card. Therefore, you authorize us to verify your creditworthiness, employment history and other credit information with credit-reporting agencies if we so choose. You consent to our rechecking and reporting personal payment and credit history if, in our sole discretion, we so choose. If you believe that we have reported inaccurate information about your account to a consumer reporting agency, you may send a written notice describing the specific inaccuracy to Accounts Receivable, Petrocom LLC d/b/a Broadpoint, 5901 Earhart Pkwy, Harahan, Louisiana 70123. For you to receive Service, we may require a deposit or set a service limit at any time. You hereby grant us a security interest, to the extent of any property interest provided by law, in the Identifier and Device(s) associated with your account, to secure the performance of your obligations.

7. Statements for Charges. We will send you a statement on a monthly or other basis for all amounts paid for Service and features associated with each Device(s) and any charges of a third party on whose behalf we bill. The network name or type of service displayed on your Device(s) does not determine how Service will be billed. Charges may include, without limitation, monthly recurring charges for Service and, if applicable, excess usage charges, airtime, access, voice mail access, voice mail delivery, data usage, text and multi-media messages, downloads, alerts, long distance, directory and operator assistance, listing or un-listing charges, airport and other surcharges, usage when you are outside a designated local area, the price of Device(s) and accessories, premium content, software, charges for other goods and services, including shipping and handling, and additional features or services you have or use. We will provide your statement in a format and on a statement cycle we choose, which may change from time to time, and we may charge a fee for additional copies of statements, detailed statements or statements in another format. Except as otherwise provided in your Rate Plan, monthly recurring charges are invoiced in advance and any portion of a monthly charge may not be prorated, but charged as a whole month. Where roaming is available, additional fees (which may include access, airtime and/or kilobyte charges) may apply. ANY FRACTION OF A MINUTE OR KILOBYTE OF USAGE IS ROUNDED UP AND CHARGED OR DEDUCTED FROM ANY ALLOCATED MINUTES OR KBs AS A FULL MINUTE OR KILOBYTE ON A PER SESSION BASIS.

8. Payment for Charges. Time is of the essence for payment. You authorize us to charge your credit card in full for all amounts due (including disputed amounts, overages, late charges, taxes and cancellation fees) for Service and/or the Device(s), even if you did not use, or authorize the use of, the Device(s). YOU AGREE THAT YOUR CARD WILL AUTOMATICALLY BE BILLED BY US EACH MONTH FOR THE DURATION OF YOUR SERVICE UNTIL THE AGREEMENT IS TERMINATED AS PROVIDED HEREIN. YOU ALSO AUTHORIZE US TO CHARGE YOUR CARD AT OR AFTER TERMINATION OF SERVICE TO PAY WHAT YOU THEN OWE (INCLUDING, BUT NOT LIMITED TO, PAYMENT OF ANY EARLY TERMINATION FEE). You agree that no additional notice or consent will be required for Broadpoint to make charges to that credit card for Service and/or Device(s), except as set forth herein. Payments will be applied first to amounts owed to us and then to amounts owed to third parties. You agree to provide us with accurate and complete information including legal name, address, telephone number and credit card information. You must notify us in writing of any change in your billing and credit card information within thirty (30) days of the change. We will retain the card information in our records until all amounts due have been paid in full. If you revoke authorization to charge your credit card, or if for any reason your credit card issuer does not pay us, we must receive payment from you on or before the due date, or you will be in default. Except as prohibited by law, all charges must be paid by the due date. You agree that it would be impractical to fix the exact amount of our damages if you fail to pay promptly and that in the event we do not receive payment by the due date, your payment is past due and you shall pay us default interest at the lower of 1.5% per month or the highest amount permitted by law. Except to the extent prohibited by law, this late fee may be charged regardless of any Disputes you may have raised regarding your invoiced charges. Acceptance of late or partial payments (even if marked "Paid in Full") shall not waive any of our rights to collect the full amount you owe to us. For any check or electronic payment returned for nonpayment or for any credit card chargeback or rejection, we will assess an additional fee not to exceed \$25, or such lower amount as permitted by applicable law and we may, without notice to you, suspend Service and/or terminate this Agreement, in addition to all other remedies. **If you believe you have been incorrectly charged, you must notify us in writing at Accounts Receivable, Petrocom LLC d/b/a Broadpoint, 5901 Earhart Pkwy., Harahan, Louisiana 70123 of such disputed charges within sixty (60) days from the date the disputed charges are first billed or you waive your right to dispute those charges.** All communications concerning disputed amounts owed must be marked "Billing Dispute" on the outside of the envelope. If you accept a credit or a change to your Rate Plan to resolve an issue, you agree that the issue has been resolved.

9. Voice Charges. You will be billed at domestic airtime rates for 800, 866, 877, 888, and other "toll free" calls. All domestic long distance (48 contiguous states) is included in each Rate Plan; however, all international long distance is barred. All calls to 611 will be free of charge. Broadpoint will be your wireless long distance provider. For all incoming and outgoing voice Service, the length of the call will be measured during the time that the call is connected to our system, which is approximately from the time you press the button that initiates or answers a call until approximately the time the first party terminates the call. Voice Service on call is billed in full minute increments, with partial minutes of use rounded up to the next full minute. If an incoming call has been forwarded to another phone number, you will be charged for the entire time that our switch handles the call. Service may be billed in a subsequent month due to delayed reporting between carriers and will be charged as if used in the month billed. UNLESS SPECIFICALLY PROVIDED IN YOUR RATE PLAN, UNUSED MINUTES OR OTHER ALLOCATED SERVICES FROM ANY RATE PLANS OR FEATURES DO NOT CARRY OVER TO SUBSEQUENT STATEMENT CYCLES. Therefore, unused airtime minutes not included in a monthly Rate Plan will not be carried over to any subsequent month, and you will pay the overage fees applicable to your Rate Plan.

10. Data Charges. You are responsible for all data usage sent or received through our network, including advertisements, by any Device(s) you use (including, without limitation, "free" software downloads, messaging, unsolicited information and advertisements), regardless of whether the data is requested, actually or completely delivered, received or stored. Our network may resend data packets to ensure complete delivery, and you will be billed for these resent packets. If you choose to connect your Device(s) to your PC for use as a wireless modem, standard data charges will apply. Utilizing compression solutions may or may not impact the amount of kilobytes for which you are billed. In addition to data charges, additional

monthly and/or usage charges apply for some service options. Synchronization is only available with certain programs. UNLESS SPECIFICALLY PROVIDED IN YOUR RATE PLAN, UNUSED KILOBYTES OR OTHER ALLOCATED SERVICES FROM ANY RATE PLANS OR FEATURES DO NOT CARRY OVER TO SUBSEQUENT STATEMENT CYCLES. Therefore, you will be charged, and agree to pay, for the overage fees applicable to your Rate Plan. In some situations, billing for data usage may be delayed, and any delayed usage will be included on subsequent statements.

11. Taxes. Various taxes, surcharges, fees, and other assessments relating to the Service and/or Device(s) and the wireless network and equipment used in providing the Service are imposed by governments (collectively, "Taxes"). ANY TAXES IMPOSED ON US OR YOU WILL BE ADDED TO YOUR CHARGES AND ARE SUBJECT TO CHANGE OR INCREASE AT ANY TIME WITHOUT NOTICE. We will determine, in our reasonable discretion, the type and amount of Taxes, and you are responsible for paying these Taxes, regardless of whether the government requires us to pass-through the charges to you. Federal law requires us to obtain your Place of Primary Use ("PPU"), which must be your residential or business street address, to determine which jurisdiction's wireless telecommunications service Taxes to collect. You represent that the PPU you have provided to us is either your residential or business street address, and you agree to notify us in writing within thirty (30) days of any changes in your PPU. If you do not provide us with an appropriate PPU, we may reasonably designate one for you.

12. Regulatory Cost-Recovery Fee. In addition to other charges, you may also be assessed a Regulatory Cost-Recovery Fee, which is a monthly charge created, assessed and collected by Broadpoint to help defray our costs for compliance with various regulatory requirements. This fee is not a tax or a government-required charge. In our discretion, we may change the amount of the Regulatory Cost-Recovery Fee.

13. Rate Plan. Your Service rates and other charges and conditions for each Identifier or Device(s) are described in your Rate Plan. If you lose your eligibility for a particular Rate Plan, we may change your Rate Plan upon prior notice to you. If you misrepresent your eligibility for any Rate Plan, you agree to pay us the additional amount you would have been charged under the most favorable Rate Plan for which you are eligible.

14. Digital Millennium Copyright Act ("DMCA") Notice. In providing Service, we may permit our subscribers to transmit, receive and host Content, as defined in Section 18, over our network and the Internet and may act as a "services provider" as defined in the Digital Millennium Copyright Act ("DCMA"). As a result, third party materials that are not owned or controlled by us may be transmitted, stored, accessed or otherwise made available using the Service and your Device(s). If you believe any material available via the Service infringes a copyright, you should notify us using the notice procedure for claimed infringement under the DMCA. Our designated agent (the proper party for notice) to whom you should address infringement notices under the DMCA is Legal Department, Petrocom LLC d/b/a Broadpoint, 711 W. Bay Area Blvd., Suite 405, Webster, Texas 77598. We will respond expeditiously to remove or disable access to material we determine may be infringing and will follow the procedures specified in the DMCA to resolve the claim between the notifying party and the party who has allegedly infringed.

15. Account Access and Unauthorized Use. Any person able to provide information we deem sufficient to identify you and your account is authorized by you to receive information about and make changes to your account, including adding new Service. You are responsible for safeguarding your Device(s) and access information (such as your username, password or account number) and failure to do so may result in expense to you. If your Device(s), user name or password is stolen or Service is fraudulently used, you must immediately notify us and provide us with such documentation and information as we may request (including affidavits and police reports). You will remain responsible for all charges incurred before you notify us. After you report the theft or loss to us, you remain responsible for complying with your other obligations under this Agreement, including, but not limited to payment of your monthly Service fee. You agree to cooperate with us in any fraud investigation and to use any fraud prevention measures we prescribe. Failure to reasonably cooperate may result in your liability for all fraudulent usage.

16. Use of Service. Unless otherwise set forth by us in writing, you are receiving a single user account solely for your use of the Service through one Device per login session. You agree not to reproduce, retransmit, disseminate, resell or attempt to resell any aspect of the Service, whether for profit or otherwise, without our prior written agreement and any required regulatory approvals. We will assign you an Internet Protocol ("IP") address each time you access the Service, and it will vary. You shall not program any other IP address into your Device(s). You may not assign or share your IP address, ISP Internet connection, log-in name, or password to any other person or Device(s), access the Service simultaneously through multiple units or authorize any other individual or entity to use the Service. You have no proprietary or ownership rights to a specific IP or other address, log-in name, or password that you use on our network. We may change your address, log-in name or password at any time. You agree that we may access your Device and information stored on it (such as drivers, software, etc.) to troubleshoot issues related to the Device(s) or network; enable, operate and update the Service and software; investigate activity that may be in violation of the Agreement; or to comply with law. You also agree that we may cooperate with governmental, regulatory or other entity investigations or inquiries related to the Services or Device(s) without notifying you. You agree that you will not use or attempt to use the Service, our network, or your Device(s) for any fraudulent, unlawful, harassing or abusive purpose, or so as to damage or cause risk to our business, reputation, employees, subscribers, facilities, or to any person. Improper uses include, but are not limited to: (a) violating any applicable law, rule or regulation, including any prohibition against using your Device(s) while operating a motor vehicle or in a distracted or negligent manner ("Applicable Law"); (b) posting or transmitting Content you do not have the right to post or transmit, or that infringes a third party's trademark, patent, trade secret, copyright, publicity, privacy, or other right, or that is unlawful, untrue, stalking, harassing, libelous, defamatory, abusive, tortious, threatening, obscene, hateful, abusive, harmful or otherwise objectionable as determined in our sole discretion; (c) attempting to intercept, collect or store data about third parties without their knowledge or consent; (d) deleting, tampering with or revising any material posted by any other person or entity; (e) accessing, tampering with or using non-public areas of the Service and network; (f) attempting to probe, scan or test the vulnerability of a system or network or to breach security or authentication measures; (g) attempting to access or search the Service or our network with any engine, software, tool, agent, device or mechanism other than the software and/or search agents provided by us or other generally available third party web browser; (h) sending or attempting to send unsolicited messages, including without

limitation, promotions or advertisements for products or services, "spam", "chain mail" or "junk mail"; (i) using or attempting to use the Service or our network to send altered, deceptive or false source-identifying information; (j) attempting to decipher, decompile, disassemble or reverse engineer any of the software comprising or in any way making up a part of the Service or our network; (k) interfering or attempting to interfere with the access of any user, host or network, including without limitation, sending a "virus" to the Service or our network, overloading, "flooding," "spamming," "crashing," or "mailbombing" the Service, our network; (l) impersonating or misrepresenting your affiliation with any person or entity; (m) using the Service to make fraudulent offers to sell or buy products, items, or services or to advance any type of financial scam such as "pyramid schemes", "Ponzi schemes", unregistered sales of securities, and securities fraud; or (n) excessively high volume data transfers or bandwidth consumption, hosting of a web server, internet relay chat server or any other server, and non-traditional end user activities. If we suspect that you have violated any of the foregoing restrictions, we may (i) institute appropriate legal action, (ii) immediately, without prior notice to you, terminate the Agreement and the Service, (iii) terminate any other agreements between us and you and the service provided under those agreements, and (iv) cooperate with law enforcement authorities in bringing legal proceedings against violators. You agree to reasonably cooperate with us in investigating suspected violations. Broadpoint reserves the right to install, implement, manage and/or operate one or more software, monitor or other solutions designed to assist us in identifying and/or tracking activities that we consider to be illegal or violations of the Agreement. We may, in our sole discretion and without notice, but are not obligated to, remove, block, filter or restrict by any means any materials or information (including but not limited to emails) that we consider to be actual or potential violations of the restrictions set forth in the Agreement, including but not limited to those activities described in this Section and any other activities that may subject us or our customers to harm or liability. We disclaim any and all liability for any failure on our part to prevent such materials or information from being transmitted over the Service and/or into your Device(s). If you wish to block your caller identification information from being received by any party that you call, you may do so by using #67.

17. Use of Device/Identifier. You must use your Device(s) at all times in compliance with the manufacturer's instructions and all Applicable Laws. You are responsible for the purchase and maintenance of any additional hardware, software and/or Internet access. IP addresses for Services provided on our network will be assigned dynamically per session from a private pool and not all protocols will be supported. Except as provided otherwise by law, you have no property rights to any Identifier, including, without limitation, any IP address, any e-mail address or any other Identifier provisioned by us, our representatives or the manufacturer of your Device(s) to be used with the Service, and you agree we may change any such Identifier at any time with or without prior notice to you. Devices not purchased from us or our authorized representatives (a) may not provide you with some or all of the features included in your Service (b) may not allow you to use features and functions while off our network, including those that work while on our network, and (c) may not allow calls to 911 to go through on any network. Call timers included on your Device(s) are not an accurate representation of actual billed usage.

18. Content Accessed through the Service. "Content" means any items or materials accessible through the Service, the Device(s), or any of our systems including, but not limited to, materials, code, data, text (whether or not perceptible by users), multimedia information (including, but not limited to sound, data, audio, video, graphics, photographs, or artwork), e-mail, chat room content, opinion, advice, statements, messages, services, bulletin board postings and any other information provided to or by third parties as accessible through the Service. We are not a publisher of third party Content accessed through the Service and are not responsible for the accuracy, timeliness or delivery of any Content. You are solely responsible for all Content that you permit to be posted or transmitted onto or through the Service, the Device(s) or any of our systems. YOUR USE OF THE SERVICE IS ENTIRELY AT YOUR OWN RISK. YOU ASSUME FULL RESPONSIBILITY FOR AND RISK OF LOSS RESULTING FROM YOUR DOWNLOADING, ACCESS TO, OR USE OF ANY THIRD-PARTY CONTENT, OR FROM YOUR ACCESS TO OR USE OF THE SERVICE, THE DEVICE(S) OR THE INTERNET, IN ANY MANNER AND FOR ANY PURPOSE WHATSOEVER. The Internet contains unedited materials, some of which may be offensive to you and it may provide access to Content you consider harmful to minors, or otherwise offensive or inappropriate. If you wish to limit access to such Content, there are a number of commercially available products that can help you do so. We may, but do not have to, block information, transmissions or access to certain information, services, products or domains to protect us, our network, the public or our users. Therefore, messages and other Content may be deleted before delivery. You are responsible for paying all fees and charges of third party vendors whose sites, products or services you access, buy or use via the Service. If you choose to use the Service to access web sites, services or content, or purchase products from third parties, your personal information may be available to the third-party provider. How third parties handle and use your personal information related to their sites and services is governed by their security, privacy and other policies (if any) and not ours. We have no responsibility for third party provider policies, or their compliance with them. If you elect to download or otherwise enable any software into your Device, you shall be solely responsible for, and shall be deemed to have reviewed and, to the extent applicable, acknowledged, accepted or waived, any disclosures, notices or options otherwise made available to you for viewing as part of the log-in process for the Service.

19. 911 and Other Emergency Services in the Gulf of Mexico. You acknowledge that the Services and Devices provided by us are capable of servicing 911 calls in the Gulf of Mexico to the United States Coast Guard. You hereby release us and all Third Party Providers from any and all claims, losses, demands, liabilities, injuries, damages, actions, causes of action and costs (including attorney's fees and expenses) of any kind whatsoever ("Claims") arising from or relating to your use of the Device(s) and/or Services for any emergency services, including calls to 911.

20. Termination of Service. You understand that if at any time if you (a) do not pay any amounts when due, or (b) provide inaccurate credit information, you refuse to pay any requested advance payment, or your credit card expires, does not process payment or is otherwise rejected, or (c) have amounts still owing to us from a prior account, (d) breach any representation to us or fail to comply with any terms of the Agreement or any other agreement between us, (e) violate any policies applicable to the Service, or (f) are subject to any proceeding under the Bankruptcy Code or similar laws, or (g) behave in an abusive, derogatory, or similarly unreasonable manner with any of our representatives, we may suspend or terminate the Service immediately (except 911 calls) in our discretion without notice (except to the extent prohibited by law), withhold equipment or other refunds and/or terminate this Agreement. We may suspend or terminate Service immediately without notice if, at any time, we cease to provide

Service in the Gulf of Mexico area, or if we discover that you are underage, or if we have reasonable cause to believe that your Device(s) is being used for an unlawful purpose or in a way that may adversely affect our service, or upon three (3) days notice (unless a longer period is required by law). Our remedies are cumulative and in addition to all other remedies available to us, at law, in equity or under the Agreement. Suspension or cancellation of your voice Rate Plan will automatically terminate your data Services. Upon termination of data Service, all stored information will be deleted within 30 days of cancellation. In our discretion, we may charge a reactivation fee to renew Service after termination or suspension for any reason. Upon termination, you are responsible for paying all amounts you owe us, including any applicable Early Termination Fee. In addition, we may keep any amounts prepaid by you sufficient to cover any accrued charges and fees related to the Service you have used. If you terminate the Service before the end of your statement cycle, (1) you will be charged for the entire statement cycle without proration, and (2) you will not receive a credit or refund for any unused minutes or kilobytes (or portions thereof). Termination will be effective at the end of the statement cycle in which cancellation occurs.

21. Privacy and Consents. You acknowledge that the Service is not inherently secure and that wireless communications can be intercepted by equipment and software designed for that purpose. Therefore, your privacy when using the Service cannot be guaranteed and we are not liable to you or to any other party for any lack or breach of privacy or security you experience when using the Service or your Device(s). You acknowledge that you are responsible for taking precautions and using security measures best suited for your circumstances and use of the Services and Device(s). You consent to our release of information about you and your use of Service when we believe release is appropriate to (i) comply with the law (e.g. a lawful subpoena, 911 information); (ii) enforce or apply our customer agreements; (iii) initiate, render, bill and collect for Services; (iv) protect our rights or property, or to protect users of those Services and other carriers from fraudulent, abusive, or unlawful use of, or subscription to, such Services; or (v) facilitate or verify the appropriate calculation of taxes, fees or other obligations due to a local, state or federal government. We may also release information about you if we reasonably believe that an emergency involving immediate danger of death or serious physical injury to any person requires disclosure of communications or justifies disclosure of records without delay. You consent to our monitoring of any communication to or from you or your Device(s) to protect our rights or property or those of our customers, as well as for quality control and service related purposes. Your caller identification information (such as your name and wireless number, including area code), may be displayed on the equipment or bill of the person receiving your call. You consent to our use of regular mail, predictive or autodialing equipment, email, SMS, facsimile or other reasonable means to contact you to advise you about our services or other matters we believe may be of interest to you. In any event, we reserve the right to contact you by any means regarding customer service-related notifications, or other such information. You consent to receiving advertising, alerts and other broadcast messages from us or our authorized representatives.

22. CPNI Consent. Under federal law, you have a right, and we have a duty, to protect the confidentiality of information about the amount, type, and destination of your wireless service usage and the location of your Device(s) on our network (CPNI) when you use voice Service. You consent to us sharing your CPNI with any Broadpoint affiliates who provide communications-related services, joint venture partners and independent contractors, to develop or bring to your attention communications-related products and services. This consent survives the termination of your Service and is valid until you revoke it. To remove this consent, notify us in writing at Legal Department, Petrocom LLC d/b/a Broadpoint, 711 W. Bay Area Blvd., Suite 405, Webster, Texas 77598, providing your (1) name, (2) Service billing address, (3) Identifier (e.g. mobile phone number including area code), and (4) Service account number. Removing consent will not affect your current Service. You consent to disclosure of your CPNI or other personal information, in connection with any merger, acquisition or sale of our assets or transition of Service to another provider, as well as in the event of an insolvency, bankruptcy or receivership in which personal information would be transferred as one of our business assets.

23. Limitations. The parties intend that the limitations on liability, warranty and damage awards provided for in this Agreement will apply to the fullest extent allowed by law. Some jurisdictions do not allow the exclusion of certain warranties or the waiver, limitation or exclusion of liability for punitive, incidental or consequential damages, or for intentional or willful conduct in some circumstances, so the limitations may not apply to you, in whole or in part. To the extent that any of these limitations are not permitted by applicable law, they will not apply to you.

24. Limitation of Liability. WE ARE NOT LIABLE FOR INFORMATION PROVIDED THROUGH YOUR DEVICE(S), LACK OF PRIVACY OR SECURITY EXPERIENCED WHEN USING THE DEVICE(S), EQUIPMENT FAILURE OR MODIFICATION, ACTS OR OMISSIONS OF ANY THIRD PARTY PROVIDERS, ACTS OF GOD, OR OTHER CAUSES BEYOND OUR REASONABLE CONTROL. WE AND ANY UNDERLYING CARRIER ARE NOT LIABLE TO YOU OR TO ANY THIRD PARTY FOR ANY DAMAGES, SERVICE CREDIT OR REFUND WHATSOEVER ARISING FROM SERVICE OUTAGES, COVERAGE LIMITATIONS, LOSS OF DATA, INABILITY TO RETRIEVE DATA, SERVICE LIMITATIONS OR INTERRUPTIONS, LOSS OF BUSINESS OR OTHER ECONOMIC LOSS, LOSS DUE TO UNAUTHORIZED USE OR ACCESS, LOSS DUE TO VIRUSES OR OTHER HARMFUL COMPONENTS, LOSS OF PROFITS, LOSS OF PRIVACY, OR OTHER EVENTS OR INJURIES TO PERSONS OR PROPERTY ARISING FROM THE SERVICE, THE DEVICE(S), OR ANY EQUIPMENT USED IN CONNECTION WITH THE SERVICE OR THE DEVICE(S), EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF THE DAMAGES. OUR MAXIMUM AGGREGATE LIABILITY AND THE LIABILITY OF ANY UNDERLYING CARRIER, AND YOUR EXCLUSIVE AND SOLE REMEDY IN CONNECTION WITH THE AGREEMENT, THE SERVICE AND THE DEVICE(S), SHALL IN NO EVENT EXCEED OUR SERVICE CHARGES DURING THE AFFECTED PERIOD. WE ARE NOT LIABLE FOR, AND YOU AND WE BOTH WAIVE TO THE FULLEST EXTENT ALLOWED BY LAW, ANY CLAIMS FOR INCIDENTAL, PUNITIVE AND CONSEQUENTIAL DAMAGES. WE ARE NOT LIABLE FOR THE INSTALLATION OR REPAIR OF THE DEVICE(S) BY ANY PARTIES WHO ARE NOT OUR EMPLOYEES. YOU AGREE THAT THE INCLUSION OF THIS PARAGRAPH WAS A MATERIAL CONSIDERATION FOR US TO ENTER INTO THIS AGREEMENT. THE LIMITATIONS OF DAMAGES AND LIMITATION OF REMEDY SET FORTH IN THIS SECTION ARE INDEPENDENT OF ONE ANOTHER AND WILL SURVIVE ANY FAILURE OF ALL OR PARTS OF THE ESSENTIAL PURPOSE OF THE OTHER.

25. Indemnification. YOU AGREE TO DEFEND, INDEMNIFY, AND HOLD US, OUR EMPLOYEES AND AGENTS AND ANY OTHER SERVICE PROVIDER PROVIDING SERVICES TO YOU, HARMLESS FROM AND AGAINST ANY AND ALL CLAIMS ARISING OUT OF YOUR USE OF THE SERVICE OR DEVICE(S) OR YOUR VIOLATION OF APPLICABLE LAW OR THE AGREEMENT. EXCEPT AS OTHERWISE PROVIDED IN THIS AGREEMENT, YOU AGREE TO PAY OUR REASONABLE ATTORNEY AND EXPERT WITNESS FEES AND COSTS INCURRED IN ENFORCING THIS AGREEMENT.

26. Limited Warranties. WE ARE NOT THE MANUFACTURER OF THE DEVICE(S), AND WE DISCLAIM ALL WARRANTY AS TO THE DEVICE(S) IN ACCORDANCE WITH THIS SECTION. HOWEVER, WE WILL PASS THROUGH ANY MANUFACTURER'S WARRANTY TO THE EXTENT WE ARE ABLE AND PROVIDE YOU REASONABLE ASSISTANCE IN ENFORCING THE SUCH WARRANTY AGAINST THE MANUFACTURER. THE SERVICE IS PROVIDED ON AN "AS IS", "AS AVAILABLE", AND "WITH ALL FAULTS" BASIS, AND WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED. YOU ASSUME ALL RESPONSIBILITY AND RISK FOR USE OF THE SERVICE AND ANY DEVICE(S), INCLUDING THE RISK THAT YOU MIGHT NOT HAVE COVERAGE. EXCEPT AS SET FORTH IN THIS SECTION, WE MAKE NO EXPRESS WARRANTY, AND WE DISCLAIM ANY IMPLIED WARRANTY, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTY OF TITLE, MERCHANTABILITY, NON-INFRINGEMENT, OR FITNESS FOR A PARTICULAR PURPOSE, REGARDING THE DEVICE(S), THE SERVICE OR ANY SERVICES PROVIDED BY ANY THIRD PARTIES. WE ALSO DISCLAIM ANY EXPRESS OR IMPLIED WARRANTY THAT THE SERVICE OR THE DEVICE(S) WILL BE ERROR-FREE, UNINTERRUPTED, ACCURATE, FUNCTIONAL, OR FREE FROM UNAUTHORIZED ACCESS (INCLUDING THIRD PARTY HACKERS OR DENIAL OF SERVICE ATTACKS). WE ARE NOT LIABLE FOR, AND WE DO NOT AUTHORIZE ANYONE TO MAKE, ANY WARRANTY ON OUR BEHALF AND YOU SHOULD NOT RELY ON ANY SUCH STATEMENT.

27. Assignment. We may assign all or part of this Agreement, without notice to you, and such assignment will not be a change to the Agreement. We are then released from all liability. You may not assign this Agreement without our prior written consent. Subject to this restriction, the Agreement shall inure to the benefit of and be binding upon the heirs successors, subcontractors, and assigns of the respective parties.

28. Notices. Notices to you shall be effective (1) 3 days following the date deposited in the U.S. Mail or delivered to a nationally recognized courier or delivery service to your address as kept in our files and/or (2) immediately upon our transmission using an electronic means such as e-mail or text messaging service. You are responsible for notifying us of any changes in your mailing or e-mail address. Written notice to us shall be effective when received by us at Legal Department, Petrocom LLC d/b/a Broadpoint, 711 W. Bay Area Blvd., Suite 405, Webster, TX 77598. Your notice must contain specific information adequate to identify you and your Service. Oral and electronic notices shall be deemed effective on the date reflected in our records. You agree that we may contact you through the Service or your Device(s) to notify you of changes to or information about your account, the Service, additional services or the Agreement.

29. Severability. All terms of the Agreement are independent of each other. If any term of the Agreement is found by an arbitrator, agreed by you or us, or held to be inapplicable or unenforceable then such term shall be construed, as nearly as possible, to reflect the intentions of the parties with the other terms remaining in full force and effect (unless our obligations hereunder are materially impaired, in which event we reserve the right to terminate the Agreement) and the Agreement will not fail its essential purpose.

30. Entire Agreement. The Agreement, and all other documents and policies referenced herein, represent the entire agreement between you and us regarding the Service and any Device(s) purchased from us, which may only be amended as described in this Agreement. Subsequent purchases of additional services from us may require the entry into a separate agreement. If any term or condition of a Rate Plan conflicts with this Agreement, the terms of the Rate Plan will control. If, at any time, we do not enforce any right or remedy available under this Agreement, that failure is not a waiver of our right to enforce the right or remedy at a later time. Copied, microfiched, scanned or other duplicate or electronic images of this Agreement are admissible for all purposes. This Agreement supersedes all prior versions and any inconsistent or additional representations made to you by any of our representatives, agents or dealers, and you acknowledge that you have not relied on any other representations not specifically included in the Agreement. You represent that you are of legal age and have the legal capacity to enter into the Agreement, and that you are responsible for (a) all charges incurred by any person you authorize to access your account, or to use your Device(s) or the Service and (b) ensuring that any person you authorize to access your account complies with the Agreement.

31. Governing Laws. This Agreement is subject to the Federal Arbitration Act and all other applicable federal laws, federal or state tariffs, if any, and the laws of the State of Texas, without regard to its conflicts of laws principles. Foreign laws do not apply. Where our Service terms and conditions are regulated by a state agency or the Federal Communications Commission, the regulations are available for your inspection and if there is any inconsistency between the Agreement and those regulations, the Agreement shall be deemed amended as necessary to conform to such regulations.

32. Translation. The original version of this Agreement is the English language. Any discrepancy or conflicts between the English version and the versions in any other language will be resolved with reference to and interpreting the English version, which will control.

33. Survival. Any provisions or terms of the Agreement which may reasonably be construed as surviving, including without limitation, Sections 1, 2, 3, 4, 6, 7, 8, 11, 19, 23, 24, 25, 26, 30 and 31, and the rights and obligations of the parties thereunder, shall survive the expiration or any termination of the Agreement for any reason.

You, the buyer, may cancel this transaction at any time prior to midnight of the third business day after the date of this transaction. See

the attached notice of cancellation form for an explanation of this right.



Notice of Cancellation

Date of transaction: _____ [date of activation of Service]

You may CANCEL this transaction, without any Penalty or Obligation, within THREE BUSINESS DAYS from the above date.

If you cancel, any property traded in, any payments made by you under the contract or sale, and any negotiable instrument executed by you will be returned within TEN BUSINESS DAYS following receipt by the seller of your cancellation notice, and any security interest arising out of the transaction will be cancelled.

If you cancel, you must make available to the seller at your residence, in substantially as good condition as when received, any goods delivered to you under this contract or sale, or you may, if you wish, comply with the instructions of the seller regarding the return shipment of the goods at the seller's expense and risk.

If you do make the goods available to the seller and the seller does not pick them up within 20 days of the date of your Notice of Cancellation, you may retain or dispose of the goods without any further obligation. If you fail to make the goods available to the seller, or if you agree to return the goods to the seller and fail to do so, then you remain liable for performance of all obligations under the contract.

To cancel this transaction, mail or deliver a signed and dated copy of this Cancellation Notice or any other written notice, or send a telegram, to Petrocom LLC d/b/a Broadpoint, at Accounts Payable, 5901 Earhart Parkway, Harahan, LA 70123, NOT LATER THAN MIDNIGHT OF [enter date: _____].

I HEREBY CANCEL THIS TRANSACTION.

Date: _____

Buyer's signature: _____

Buyer's printed name: _____