

nTelos Customer Service Agreement

This Agreement is entered into by nTelos and the Authorized Buyer ("Authorized Buyer" or "you"). This Agreement starts when you accept. You accept when you do any of the following things after an opportunity to review this agreement: (a) give us a written or electronic signature; (b) tell us orally or electronically that you accept; (c) activate your service through your wireless phone; (d) open a package that says you are accepting by opening it; or (e) use your service after making any change or addition when we've told you that the change or addition requires acceptance. This Agreement incorporates by reference the published Schedule of Rates and Charges, and Service Application subsequently submitted by the Authorized Buyer and accepted by nTelos and any Schedule of Rates and Charges subsequently put into effect by nTelos.

1. Duties of nTelos. nTelos will provide the services provided herein (the "Service") to the Authorized Buyer upon the terms and conditions and at the rates and charges specified in the schedule of Rates and Charges then currently in effect. nTelos reserves the right to change the terms and conditions herein upon notice to Authorized Buyer. Such changes shall become effective on the date specified in the notice, unless Authorized Buyer terminates this agreement in accordance with the provisions of Section 10.

2. Availability of the Service. The Service shall be available to Authorized Buyers with nTelos Digital Radio Telephone equipped for and technically and operationally compatible with such Service when within the range of Cell Sites located in nTelos Geographic Service Area. Service may be temporarily unavailable or limited because of capacity limitations, is subject to transmission limitations caused by atmospheric and other natural or artificial conditions adversely affecting transmissions, and may be temporarily interrupted or curtailed due to equipment modifications, upgrades, relocations, repairs and similar activities of nTelos necessary for the proper or improved operation of the Service.

3. Limitation of nTelos Liability

(a) nTelos' sole liability to the Authorized Buyer for loss or damages arising out of mistakes, omissions, interruptions, delays, errors or defects in the Service, its transmission, or failures, or defects in facilities of nTelos, occurring in the course of furnishing Service and not caused by the negligence of the Authorized Buyer is as follows:

(1) A credit allowance will be made, at the Authorized Buyer's request in the form of a pro rata adjustment of the fixed monthly charges billed to the Authorized Buyer as nTelos full and complete liability. Fixed monthly charges are the monthly charges for access, and the optional features per Access Number, all as described in the Schedule of Rates and Charges in effect at the time of the interruption.

(2) Such credit allowance will be based upon the period of time in which the said mistakes, omissions, delays, errors or defects in the Service or its transmission caused interruptions in the rendering of the Service. Any such period of time over which an interruption occurs will be measured from the time it is reported to or detected by nTelos, whichever occurs first in the event the Authorized Buyer is affected by such interruption for a period of time of less than twenty-four hours, no such adjustment shall be made. No adjustments shall be earned by accumulating periods of non-continuous interruption.

(3) In no case will the credit exceed the fixed monthly charges and nTelos has no other liability for such mistakes, omissions, interruptions, delays, errors or defects in the Service.

(4) A credit allowance will not be given for mistakes, omissions, interruptions, delays, errors, defects, or curtailments in the service caused by the negligence or willful acts of the Authorized Buyer or others, or mistakes, omissions, interruptions, delays errors or defects caused by failure of equipment or service described in Section 2 hereof.

(b) nTelos shall in no event be liable for Service interruptions or delays in transmission, errors or defect in Service transmission or failure to transmit Service, when caused by Acts of God, fire, war, riots, Government authorities or other causes beyond nTelos control, including, but not limited to, the causes described in Section 2 hereof.

(c) nTelos shall in no event be liable for failures, mistakes, delays, errors, defects, or curtailments of any 911 Emergency Services regardless of the cause, except as otherwise mandated by applicable law. It may take several business days for the handset to be registered with our service provider. GPS location will not be available with their handset for E911 purposes until it is registered with our service provider.

4. The liability of nTelos in connections with the Service provided by nTelos is subject to the foregoing limitations and nTelos makes no warranties of any kind, expressed or implied, as to the provision of such Service.

(a) The Service is furnished for use by the Authorized Buyer for any lawful purpose. An Access Number may be associated with only one Digital Radio Telephone. Applications, including those which involve the start, a change or the discontinuance of the Service, will be accepted by nTelos only from the Authorized Buyer.

(b) The Service shall not be used to make foul or profane expressions, to impersonate another person with fraudulent or malicious intent, to call another person in any manner so as to annoy, abuse, threaten, or harass such other person, or for any purpose in violation of law, or in such manner as to interfere unreasonably with the use of the Service by any of nTelos' other Authorized Buyers.

5. Disconnection and Termination of Service by nTelos for Cause

(a) Upon non-payment of any sum due nTelos, or upon a violation of any of the conditions governing the furnishing of Service as provided herein, nTelos may, by notice to the Authorized Buyer in writing or by telephone communication, without incurring any liability to the Authorized Buyer, either temporarily discontinue or permanently terminate the furnishing of Service to the Authorized Buyer at nTelos sole discretion, either in part or in whole, except as otherwise mandated by applicable law.

(b) Where the Authorized Buyer's Digital Radio Telephone is used with service provided by nTelos in violation of any of the provisions herein, nTelos will notify the Authorized Buyer and take such action as is necessary for the protection of the Service by its other Authorized Buyers or its facilities. The Authorized Buyer shall discontinue such use of the Digital Radio Telephone or correct the violation immediately and shall confirm in writing to nTelos within five days (following nTelos giving written notice) that such use has ceased or that the violation has been corrected. Failure of the Authorized Buyer to discontinue such use or correct the violation or to give the required written confirmation to nTelos within the time stated above shall result in disconnection of the Service to the Authorized Buyer, without any credit allowance as provided in Section 3 hereof, until such time as the Authorized Buyer complies with the provisions hereof, except as otherwise mandated by applicable law.

(c) Service may be refused, discontinued or terminated without notice in the event the Service is used in such a manner that will adversely affect nTelos Service to any of its other Authorized Buyers or if it is determined by nTelos that the Authorized Buyer's Digital Radio Telephone adversely affects nTelos Service to any of its other Authorized Buyers, except as otherwise mandated by applicable law.

(d) If Authorized Buyer misrepresented eligibility for any nTelos service plan; provided false information in Authorized Buyer's application for service or any related credit application; or if usage exceeds levels expected or customarily incurred under Authorized Buyer's rate plan.

6. Provision of the Digital Radio Telephone

(a) For validation of Authorized Buyer, a copy of Photo ID is a requirement of nTelos for service activation and is not a requirement of the Department of Motor Vehicles (DMV).

(b) The Authorized Buyer shall be responsible for the installation operation, or maintenance of Authorized Buyer's Digital Radio Telephone.

(c) In the event nTelos agrees to install/repair Customer's Digital Radio Telephone, nTelos shall not be responsible for the effect, if any, such installation/repair has upon vehicle warranty.

(d) Unless nTelos and the Authorized Buyer execute an agreement for maintenance of the Authorized Buyer's Digital Radio Telephone, the Authorized Buyer must provide and maintain the Digital Radio Telephone and ensure that it is technically and operationally compatible with the Cellular system and in compliance with applicable Federal Communications Commission rules and regulations.

(e) The operating characteristics of the Digital Radio Telephone shall be such as not to interfere with the Service offered by nTelos to its Authorized Buyers.

7. **Access Numbers** — nTelos reserves the right to assign, designate or change Access Number(s) (phone number) when, in its sole discretion, such assignment, designation or change is reasonable or necessary in the conduct of its business.

8. **Rates and Charges** — Authorized Buyer agrees to pay nTelos for the use of Service at the rates and charges specified in the Schedule of Rates and Charges then currently in effect, including all applicable fees and surcharges. nTelos reserves the right to revise such rates and charges. Notice of the effective date of such revised rates and charges shall be provided by nTelos for the use of Service by Authorized Buyer at the revised rates and charges unless Authorized Buyer terminates this Agreement in accordance with the provisions of Section 10. The Authorized Buyer acknowledges by signing this Agreement that the Authorized Buyer has been given a copy of the current Schedule of Rates and Charges.

9. **Deposits** — Any deposits paid by the Authorized Buyer together with the applicable interest earned thereon shall be refunded by nTelos in the event that nTelos determines that the Authorized Buyer has established proper credit with nTelos, except as otherwise mandated by applicable law.

10. Terms of Agreement

(a) If this agreement is ended by the Authorized Buyer or is discontinued for the failure to pay for service, each line will be subject to the early termination reimbursement stated on your Service Agreement. The early termination reimbursement is not pro-rated. The termination reimbursement must be paid within 30 days of disconnect.

(b) The equipment sold under this Agreement is not insured by nTelos. In case of loss, the Authorized Buyer is responsible for the replacement of the equipment or the payment of the early termination reimbursement.

(c) If the Authorized Buyer gives nTelos notice of its intent to end this Agreement before the end of the term stated on your Service Agreement, the Agreement will end on the last day of the Authorized Buyer's then-current billing cycle. If the Authorized Buyer gives nTelos notice of its intent to end this Agreement at the end of such term (or any renewal term), the Agreement will end on the last day of the billing cycle that occurs during the last month of the current term.

11. **Assignment** — The parties agree that this Agreement may not be assigned or transferred by the Authorized Buyer, in whole or in part. nTelos may, however, upon 5 days written notice to Authorized Buyer assign all of its rights, duties and obligations hereunder to an affiliate of nTelos, to a partnership in which nTelos or its affiliate has an interest, or another bona fide cellular provider.

12. **Waiver** — No failure on the part of either party hereto to exercise, and no delay in exercising any right, power or remedy hereunder shall operate as a waiver thereof.

13. **Entire Agreement** — This Agreement, including the Service Application Form, Schedule of Rates and Charges, Thank You for Choosing nTelos (Important Info) and any Service Application subsequently submitted to nTelos, supersedes all prior discussions and agreements between the parties with respect to the subject matter hereof and this Agreement contains the sole and entire Agreement between the parties with respect to the matters covered hereby. This Agreement shall not be modified or amended except by an instrument in writing signed by or on behalf of the parties hereof, or as otherwise expressly provided in this agreement.

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nTelos Customer Service Agreement continued

14. Warranties — Authorized Buyer acknowledges that the Equipment purchased hereunder and resold by nTelos is warranted only by the manufacturer thereof and not by nTelos. NTELOS MAKES NO WARRANTIES WITH RESPECT TO THE EQUIPMENT SOLD HEREUNDER AND EXPRESSLY DISCLAIMS ANY AND ALL EXPRESS AND IMPLIED WARRANTIES WITH RESPECT THERETO, INCLUDING, WITHOUT LIMITATION, ANY AND ALL IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. NTELOS MAKES NO REPRESENTATIONS AND DISCLAIMS ANY RESPONSIBILITY WITH RESPECT TO THE EFFECT OF THE INSTALLATION AND USE OF THE EQUIPMENT SOLD HEREUNDER UPON ANY VEHICLE WARRANTY. IN WV CONSUMER TRANSACTIONS, NTELOS MAKES NO REPRESENTATIONS WHICH GIVE RISE TO AN EXPRESS WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, BUT DOES NOT DISCLAIM THE IMPLIED WARRANTY OF MERCHANTABILITY.

Authorized Buyer's remedies for any and all warranty claims with respect to the equipment purchased hereunder shall be those provided by respective manufacturers of such equipment only.

15. Cost of Collection — Authorized Buyer agrees, as further consideration for the promise of nTelos to extend Service, to pay the reasonable costs of collection (up to 33.33%) including, but not limited to, attorney's fees, collection fees, and court costs. This obligation on the part of the customer to pay collection fees shall arise and become effective upon referral by nTelos to its collection agency. In WV consumer transactions, no collection costs shall be assessed to the Authorized Buyer.

16. Handset Protection — UNTIL MARCH 31, 2008: If the Authorized Buyer enrolls in the Handset Insurance Program, Authorized Buyer acknowledges that the equipment listed here is in Authorized Buyer's possession and in good working order, and that the Authorized Buyer has received, read, and understood the terms and conditions under which the insurance is offered as outlined in the insurance brochure. Authorized Buyer acknowledges that the purchase of handset insurance is optional, may duplicate coverage already provided by other insurance policies covering your property and is not required in order to purchase services or equipment. You may cancel the insurance program at any time, in which case any unearned premium will be refunded in accordance with applicable law.

Authorized Buyer acknowledges that, until March 31, 2008, the Handset Insurance Program is administered by The Signal and is underwritten by Voyager Property & Casualty Insurance Company or American Reliable Insurance Company, depending on state of issuance. Until March 31, 2008, the program is sold and administered by The Signal, 151 S Warner Road, Suite 200, Wayne, PA 19087. nTelos acts as a billing agent for The Signal and that any claims regarding the insurance or its administrator shall be directed to The Signal. The insurance contract is separate from and distinct from the nTelos Customer Service Agreement and pricing and terms of the insurance are subject to change by the insurer with notice to Authorized Buyer. For more detailed information regarding coverage and additional terms and conditions, please refer to the insurance brochure which is available at any retail sales location.

AFTER MARCH 31, 2008: If the Authorized Buyer enrolls in the Handset Insurance Program, Authorized Buyer acknowledges that the equipment listed here is in Authorized Buyer's possession and in good working order, and that the Authorized Buyer has received and read the entire Commercial Inland Marine Communications Equipment Coverage Certificate carefully to determine rights, duties and what is and is not covered in the Handset Insurance Program. Authorized Buyer acknowledges that the Handset Insurance Program is not required in order to purchase wireless communications equipment and that Authorized Buyer may already have coverage under personal insurance policies or other sources of coverage. nTelos' employees are not authorized to evaluate the adequacy of any existing coverage.

Authorized Buyer acknowledges that handset insurance is provided by Lincoln General Insurance Company, the Pennsylvania stock insurance company and administered by eSecuritel Holdings, LLC ("eSecuritel"), a Delaware limited liability company having its principal offices at 2 Park Lane, Suite 300, Hilton Head Island, SC 29928. nTelos acts as a billing agent for the Handset Insurance Program, and the charges for insurance coverage are itemized and incorporated as part of the Authorized Buyer's bill. Any claims regarding the insurance shall be directed to eSecuritel at 1-888-232-2266.

The insurance contract evidenced by the Coverage Certificate is separate from and distinct from the nTelos Customer Service Agreement and pricing and terms of the insurance are subject to change by the insurer with notice to Authorized Buyer. Authorized Buyer enrolled in the Program may cancel the coverage under the Coverage Certificate by mailing or delivering advance written notice stating when such cancellation is effective. Authorized Buyer may send written notice to: eSecuritel, 2 Park Lane, Suite 300, Hilton Head Island, SC 29928.

A copy of the Coverage Certificate and the policy under which this Coverage Certificate is issued is available for Authorized Buyer's inspection at <http://ntelos.esecuritel.com> and at any retail sales location. For more detailed information regarding coverage and additional terms and conditions, please refer to these documents on the website. The Coverage Certificate is also available.

17. Caller ID — Authorized Buyer understands that Authorized Buyer's calls to telephone numbers equipped with a Caller ID service may result in Authorized Buyer's name and number being identified to the called party. Authorized Buyer acknowledges notification of the procedures for blocking and unblocking telephone number(s) for Caller ID purposes.

18. Billing — Unless otherwise specified, wireless telephone calls are billed in one minute increments, and fractions of minutes are rounded up to the next full minute. If Authorized Buyer has selected a rate plan with 'Included Minutes' those Included Minutes will either be applied to the home coverage area airtime used in the earliest part of each monthly billing cycle, or applied within a specific rate period at nTelos' discretion. Any unused 'Included Minutes' remaining at the end of any monthly Billing Period will neither be carried forward nor credited against the next month's Billing Period. Calls are billed from the time Authorized Buyer presses the 'Send' key on the wireless telephone, whether Authorized Buyer is placing the call in the Authorized buyer's home coverage area or roaming. Authorized Buyer will not be charged for unanswered calls, unless Authorized Buyer places a wireless telephone call to a number that rings unanswered or signals busy for 60 seconds or more, after which Authorized Buyer may be billed for all airtime, including the first sixty seconds, regardless of whether a connection is made. Authorized Buyer may be charged for busy or unanswered calls when roaming on another carrier's network.

19. Shared Minutes — If the primary line of service is deactivated, another line within the Shared Minutes group must be designated as the primary line of service. If not, the remaining lines of service will automatically be converted to stand alone service plans that best suit the customer's usage pattern (based on their most recent bill) unless otherwise directed by the customer.

20. Lease — If Authorized Buyer is leasing the Digital Radio Telephone from nTelos, the Authorized Buyer agrees as follows:

(a) The Authorized Buyer is responsible for the operation and maintenance of the Digital Radio Telephone and nTelos has no obligation to repair or replace it;

(b) The Digital Radio Telephone shall remain the property of nTelos. At the end of the lease term or upon termination of service by either party, the Authorized Buyer shall, at his or her expense, return the Digital Radio Telephone to nTelos in good working condition. If the Digital Radio Telephone is not so returned then Authorized Buyer agrees to pay to nTelos the total of the remaining payments under the lease.

(c) The Authorized Buyer acknowledges that the Digital Radio Telephone leased from nTelos is warranted only by the manufacturer thereof and not by nTelos.

NTELOS MAKES NO WARRANTIES WITH RESPECT TO THE DIGITAL RADIO TELEPHONE LEASED HEREUNDER AND EXPRESSLY DISCLAIMS ANY AND ALL EXPRESS AND IMPLIED WARRANTIES WITH RESPECT THERETO, INCLUDING WITHOUT LIMITATION, ANY AND ALL IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. IN WEST VIRGINIA CONSUMER TRANSACTIONS, NTELOS MAKES NO REPRESENTATIONS WHICH GIVE RISE TO AN EXPRESS WARRANTY FOR A PARTICULAR PURPOSE, BUT DOES NOT DISCLAIM THE IMPLIED WARRANTY OF MERCHANTABILITY.

21. Enhanced Data Services — Enhanced Data Services are defined as all services using the data network. Data network is defined as a network deployed separately from voice networks. Enhanced Data Services include but are not limited to BREW®, Wireless Data, Picture Messaging, Video Messaging, LBS, web browsing and premium messaging. Data usage charges and/or text messaging charges may apply when downloading in addition to voice and service fees. Customer is solely responsible for the content and activities to, from or through Enhanced Data Services in accordance to the Enhanced Data Services Terms & Conditions available at nteloswireless.com. Customer will use Enhanced Data Services only for lawful purposes.

22. Picture Messaging/Video Messaging — Picture Messaging requires a picture messaging phone. Video Messaging requires a video messaging capable phone. All video messaging capable phones are also picture messaging capable; however, not all picture messaging phones will have video messaging capability. Video messages may be sent from video messaging capable phones to valid e-mail addresses. Apple QuickTime® Player software (version 6.5 or higher) is required to play video messages sent to e-mail addresses. Video messages may also be sent from video messaging capable phones to other nTelos customers, but the recipient's ability to receive and play the video message will depend on their phone model. You will be charged for picture/video messages sent and received from your picture/video messaging capable phone, even if not delivered to the intended recipient, or if only partial content is delivered. You will not be charged for picture/video messages sent to your phone unless received. Picture/video messages that cannot be delivered to the intended recipients within four (4) days will be deleted. Restrictions apply. Camera phones are prohibited in some places. You are solely responsible for complying with all applicable laws, rules, regulations and policies regarding camera phone use.

23. Text Messaging Service — Text Messaging allows you to type text on your nTelos handset using the keypad. Messages sent to a distribution list are billed per recipient. nTelos is not responsible for messages that are lost or significantly delayed. Information sent via text messages, including your wireless phone number, may be intercepted by third parties during transmission over the Internet without your or nTelos' permission. nTelos is not responsible for the number or content of messages sent to customers using the Wireless Text Messaging Service.

Signature — My signature hereunder acknowledges that I have read, understand and agree to the nTelos Customer Service Agreement. I authorize any person or consumer reporting agency to compile and furnish nTelos or its appointed affiliates with any pertinent information in response to any appropriate inquiry from nTelos. I certify that the information provided herein is accurate and true and that any falsification will result in automatic denial of service. If my account balance exceeds the limit established by the authorized buyers' service credit scoring, then my service may be suspended until my outstanding balance is paid. I understand by authorizing an alternate billing address, I will not receive monthly billing statements and may not be aware of balances owed on my account, and this does not except me from liability for the account. I understand by authorizing other users, they will have access to information on the account.

Sales Representative's Signature: _____

Date: _____

Customer's Signature: _____

Date: _____