

NOTICE TO END USER: CAREFULLY READ THE FOLLOWING LEGAL AGREEMENT (THE "AGREEMENT"). USE OF THE CELACCESS SERVICE AND HARDWARE, (AS LATER DEFINED HEREIN,) CONSTITUTES YOUR ACCEPTANCE OF THESE TERMS. CELACCESS SYSTEMS, INC. AND/OR ITS SUBSIDIARIES ("CAS"), IS WILLING TO PROVIDE THE SERVICE TO YOU THE INDIVIDUAL, THE COMPANY OR THE LEGAL ENTITY THAT WILL BE UTILIZING THE SERVICE ("YOU" OR "YOUR") ONLY ON THE CONDITION THAT YOU ACCEPT ALL OF THE TERMS OF THIS AGREEMENT. THIS IS A LEGAL AND ENFORCABLE CONTRACT BETWEEN YOU AND CAS. BY OPENING OR INSTALLING THE HARDWARE OR EQUIPMENT, ACTIVATING THE SERVICE, SIGNING THIS AGREEMENT, CLICKING "I AGREE" OR "YES" AND/OR OTHERWISE INDICATING YOUR CONSENT YOU CONFIRM THAT YOU HAVE READ, UNDERSTOOD AND AGREE TO THE TERMS OF THIS AGREEMENT. IF YOU DO NOT AGREE TO THE TERMS OF THIS AGREEMENT, DO NOT FURTHER OPEN OR INSTALL THE HARDWARE, DO NOT ACTIVATE THE SERVICE, DO NOT SIGN THIS AGREEMENT AND/ OR CLICK "CANCEL" OR "NO" OR OTHERWISE INDICATE YOUR REFUSAL AND MAKE NO FURTHER USE OF THE SERVICE. YOU AGREE AND UNDERSTAND THAT CAS 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 CAS MAY DO ANY OF THE FOREGOING WITHOUT FURTHER NOTICE TO YOU, PROVIDED THAT CAS MAKES ANY MODIFIED TERMS, RULES OR PRICES AVAILABLE TO YOU VIA THE CAS WEBSITE OR UPON WRITTEN REQUEST.

TERMS OF SERVICE

General Description of Services and Hardware.

The CelAccess Service is a patent-pending technology comprised of two basic components: the wireless device and equipment (the "Hardware" or "Wireless Device") which connects to the gate or door controller and the CelAccess software and other proprietary intellectual property, servers and wireless data transmission services which are accessed via the Internet or by telephone (collectively with the Hardware or Wireless Device, the "Service"). The Service is provided by CAS, through the facilities of a wireless service provider(s) to CAS ("Wireless Service Provider"). The "Network" is the method by which Wireless Device connects to the Service. A "Venue Host" is a third party provider to the Service.

The Service will be available throughout the United States and in the District of Columbia, except that there are certain areas within the individual states and the District of Columbia where the Service is not currently available on an ongoing basis or where service may not be available or may be interrupted for some duration at any given time. You may obtain information regarding the general availability and reception quality of the Service in a given location within the United States ("Service Ratings") through the CAS site on the World Wide Web at the URL <http://www.celaccess.com/CkCoverage> (the "CelAccess Site") 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 CAS, the Wireless Service Provider or any other third party as to the availability and/or reception quality of a Network connection from any given location at any given time. You agree that CAS, the Wireless Service Provider or any other third party shall not be liable 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 CAS or by third parties. The use of any Service, the Information or any documentation whatsoever provided to you in connection with the 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 other aspect of the Service.

In addition, CAS 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 CAS from any liability whatsoever arising from your use or reliance on the any of the Information provided to you via the Service or otherwise. CAS, its Wireless Service Provider, its Venue Hosts, or any 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, CAS shall use commercially reasonable efforts to try to correct problem as soon as reasonably possible. You acknowledge and agree that CAS 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 the Venue Hosts or 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 twenty-four hours (24) hours or more, a credit allowance may be made by submitting a written request to CAS stating the date and time of the outage and such other information as CAS may reasonably require. Such request MUST BE RECEIVED by CAS not later than three (3) business days following the last date of the outage period.

WE CAN, WITHOUT NOTICE, LIMIT, SUSPEND, OR END YOUR SERVICE OR ANY AGREEMENT WITH YOU FOR ANY GOOD CAUSE, including, but not limited to: (i) if you: (a) breach this agreement; (b) pay late more than once in any 12 months; (c) provide credit information CAS is unable to verify; (d) become insolvent or go bankrupt; (e) provide any false statement to us; (f) allow anyone to tamper with your Wireless Device; or (ii) if you, or any user of the Service or the Hardware or any authorized contact on your account uses the Service in a way that adversely affects our Network or other customers. We can also temporarily limit your service for any operational or governmental reason.

Charges, Payment Methods and Billing Practices.

(a) You have likely already chosen the type and level of Service you would like to purchase from CAS. However, you may obtain current rates for all types and levels of Services via CAS's web site at URL <http://www.celaccess.com> or by calling the CAS 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) Payment must be made by a major credit card accepted by CAS (currently, VISA, MasterCard, and American Express). Cash will not be accepted. CAS, or a third party acting on CAS's behalf, shall be authorized to prepare, process and negotiate credit card charge forms for any credit card account designated by you in and 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 CAS is authorized to charge your designated credit card. If CAS does not receive payment from the card issuer or its agent, you agree to pay all amounts due upon demand by CAS. 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 CAS may choose to delay obtaining authorization from your card issuer for the accumulated charges. CAS 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 CelAccess 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) CAS 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 (b) above, all fees and charges shall become due and payable thirty (30) days following the date of CAS's invoice to you. In addition to any other remedies available to CAS hereunder and at law, CAS 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, CAS shall have the further right to condition restoration of the Services on (i) you 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, monthly recurring fees (which are payable in advance and not contingent upon usage), one-time activation charges 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.

(d) Unless you notify CAS 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 CAS from all liabilities and claim of loss resulting from any error or discrepancy that is not reported to CAS 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 maximum rate of interest allowed by law. Amounts due and owing to CAS shall not be subject to offset or reduction for any reason. You agree to pay CAS all reasonable attorneys' fees and costs incurred by CAS 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 account.

CAS 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 CAS, EFFECTIVE THIRTY (30) DAYS AFTER AN ONLINE POSTING ON THE CELACCESS 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 CAS OF YOUR INTENT TO TERMINATE THE AGREEMENT WITHIN SIXTY (60) DAYS OF THE DATE OF THE POSTING.

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 CAS of any unauthorized use of your account or any other breach of security known to you. You understand that while CAS 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. CAS 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 CAS, its Wireless Service Provider or its Venue Host is liable to you for any harm or damage that may occur from your use of 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. CAS 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. CAS 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; NOR DO CAS OR 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 CAS OR ITS AFFILIATES. CAS SPECIFICALLY DISCLAIMS ANY RESPONSIBILITY FOR ANY EQUIPMENT OR SOFTWARE PROVIDED BY YOU AND IN NO WAY WARRANTS THE CAPABILITIES OF ANY SUCH PROVIDED EQUIPMENT OR SOFTWARE USED IN CONJUNCTION WITH THE SERVICE OR THE WIRELESS DEVICE.

YOU AGREE THAT CAS, ITS WIRELESS SERVICE PROVIDERS AND VENUE HOSTS AND/OR CAS'S 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 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 CAS, ITS WIRELESS SERVICE PROVIDERS AND/OR CAS'S LICENSORS HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. CAS SHALL NOT BE LIABLE AND YOU AGREE TO INDEMNIFY CAS 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 CAS FOR DAMAGES HEREUNDER SHALL NOT EXCEED \$100.00 AND THE MAXIMUM COLLECTIVE LIABILITY OF CAS AND 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 CAS FOR THE SERVICE DURING SUCH PERIOD OF FAILURE, DELAY, OR NONPERFORMANCE. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES SO SOME OF THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU. CAS AND/OR ITS LICENSORS MAY MAKE IMPROVEMENTS AND/OR CHANGES IN THE SERVICE AT ANY TIME. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM CAS OR THROUGH THE SERVICE SHALL CREATE ANY WARRANTY NOT EXPRESSLY MADE HEREIN. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES, SO SOME OF THE ABOVE EXCLUSIONS MAY NOT APPLY TO YOU.

Third Party Rights.

The provisions of this Agreement are for the benefit of CAS, Venue Hosts, 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 or equipment, activate the Service, sign this Agreement, or click "I AGREE", whichever is applicable and whichever occurs first and this Agreement shall remain in effect until terminated or upon thirty days' written notice to the other party. 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 CAS to impose upon you a fifty dollar (\$50.00) deactivation fee, in addition to any and all other charges incurred by you prior to the termination. 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 CAS by postal mail or by express delivery only, addressed to CAS at 1701 N. Greenville Ave., Suite 1006, Richardson, TX 75081, Attention: CelAccess Customer Care or at such other address as CAS may provide. CAS may send notices to you electronically by facsimile, e-mail, or by postal 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. CAS, 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 CAS. Any attempted assignment in violation of this provision shall be null and void.

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"), ("Limitation of Liability and Indemnification"), and ("General").