

Date: Friday, July 18, 2003
To: All QDI Premier Dealers
Market: All
From: QDI
Re: QDI's Website Launched






**QDI IS NOW
ONLINE!!!**

**QDI IS PLEASED TO ANNOUNCE
THE OFFICIAL LAUNCH OF OUR
REDESIGNED WEBSITE!**



www.qdiwireless.com

With an account number, username and password, you will be able to:

-  View account information
-  View real-time inventory levels
-  Place an order
-  View existing orders
-  View information on Activation activity (Phase II will allow Premier Dealers to research and submit commission requests via the website.)

To sign up to use the QDI Website, please review and sign the attached Web User Agreement. You will also want to choose a username and password for all authorized users. Fax the signed forms back to 602-258-9454 attn: Webmaster. You will receive an email confirmation when your account is set and ready to go!

QDI will be constantly adding features to our website. If you have suggestions on what you would like to see please email them to webmaster@qdiwireless.com

Thank you for choosing QDI.

If you have any questions, please contact your QDI Territory Manager.

QDI

WEB USE AGREEMENT

Exhibit B-2

This QDI Web Use Agreement ("Agreement") is entered into by and between (1) Quality Distributors, L.L.C. ("QDI"); and (2) the subdealer who signs below ("Subdealer").

Recitals

- A. QDI is a distributor of wireless products and services.
- B. Subdealer is a retailer of wireless products and services that sells wireless products and services, in whole or in part, through QDI.
- C. QDI has developed various web sites (including www.qdiwireless.com and www.otgwireless.com) (these web sites and any future web sites developed by QDI to which Subdealer will have access pursuant to this Agreement are referred to herein as "Web Site" or "Web Sites").
- D. Subdealer desires to have access to one or more of QDI's Web Sites to assist Subdealer with its business.
- E. To access most of the interactive business functions at QDI's Web Sites, Subdealer must have a User ID ("User ID") and a password ("Password") that have been designated by QDI for the Subdealer's account or accounts with QDI.
- F. In consideration of the benefits that Subdealer will or may receive because of his, her and/or its access to QDI's Web Sites, whether such benefits are direct or indirect, QDI and Subdealer agree to enter into this Agreement with the following terms and conditions.

Agreement

- 1. Upon receipt of this signed Agreement by Subdealer, QDI will provide Subdealer with a User ID and Password for Subdealer that will enable Subdealer to access the interactive functions at QDI's Web Sites that relate or pertain to Subdealer's business with QDI. If Subdealer desires to have more than one User ID and Password assigned to it (for example, a different User ID and Password for use by a certain employee or employees or for operations at different locations), Subdealer shall provide QDI with a written request to this effect, in which case QDI will provide Subdealer with multiple User IDs and Passwords for Subdealer to distribute as it deems to be appropriate to its employees, affiliates, and/or locations. For purposes of this Agreement the singular reference to "User ID" and "Password" refers to any and all User IDs and Passwords that QDI assigns to Subdealer.
- 2. Subdealer agrees to keep the User ID and Password information secure and strictly confidential. Subdealer assumes any and all responsibility for the loss or misappropriation of the User ID and Password, including responsibility for any damages caused because of the theft from Subdealer of the User ID and Password.
- 3. Subdealer will not disclose the User ID and Password to any other person.

Dealer Initials:

4. Notwithstanding the provisions of Section 3, Subdealer may disclose the User ID and Password to persons who are employed by or affiliated with Subdealer whom Subdealer desires to have access to QDI's Web Sites to assist Subdealer with its business with QDI. Subdealer assumes any and all responsibility for such use by Subdealer's employees or affiliates, including any and all responsibility for incorrect, impermissible or fraudulent use by such employees or affiliates.
5. Subdealer understands and agrees that it assumes any and all responsibility for Subdealer's use of the User ID and Password to gain access to the Web Sites, including, but not limited to, responsibility for honoring any orders placed at the Web Sites and responsibility for the accuracy of any information disclosed to QDI at the Web Sites. Subdealer understands that this includes, for example, responsibility for any orders made by Subdealer that were erroneously placed or fraudulent.
6. Subdealer understands and agrees that any damages caused to Subdealer arising out of the unauthorized or impermissible use of the User ID and/or Password are damages that Subdealer may recover from the person or entity whom Subdealer contends used the User ID and/or Password without authority or incorrectly, but not, in any event, from QDI or any person or entity affiliated with QDI.
7. Subdealer agrees that the User ID and Password will only be used in connection with Subdealer's business with QDI.
8. Subdealer understands that QDI may terminate Subdealer's right to access the Web Sites at any time and that QDI may cancel Subdealer's User ID or Password at any time if QDI, in its sole discretion, determines that Subdealer is not complying with the terms and conditions of this Agreement or that Subdealer is otherwise using the User ID or Password for improper purposes. Subdealer acknowledges that access to the Web Sites is a benefit that QDI is making available to Subdealer and not a right under Subdealer's other contractual agreements with QDI and that, if Subdealer's right to access the Web Sites is terminated, Subdealer will remain responsible to comply with its obligations to QDI under these other agreements.
9. If Subdealer, at any time and for any reason, concludes that it needs a new User ID or Password, Subdealer agrees that it will notify QDI, in writing, immediately of this need and that it will request that QDI assign a new User ID and Password for Subdealer. Until Subdealer is provided with a new User ID and Password, however, Subdealer understands that it assumes all responsibility for the continued use of Subdealer's User ID and Password. Subdealer agrees to take all reasonable precautions and efforts to minimize its responsibility in the interim.
10. Subdealer agrees that QDI may bring an action to enforce the terms and conditions of this Agreement in the state or federal courts in Arizona and Subdealer agrees not to assert, in any such action, a defense that the Arizona court does not have jurisdiction over it. The prevailing party in any such action will be entitled to recover its reasonable attorneys fees and costs from the other party.

SUBDEALER:

By: _____

Its: _____

Date: _____

Subdealer's QDI account number: _____

Dealer Initials: _____

Request Add/Remove Web Access Username and Password

Account Number: _____

Confirmation E-mail address: _____

<u>Username</u>	<u>Password</u>	<u>Order Center Access</u>	<u>Activation Access</u>
(Max 10 characters)	(Max 10 characters) (Not to be the same as username)	(Y / N)	(Y / N)

<u>Username</u>	<u>Password</u>	<u>Order Center Access</u>	<u>Activation Access</u>
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_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

Company Name _____

Approved by (print) _____

Approved by (sign) _____

Date _____

(Please allow up to 2 weeks after the return of the Web User Agreement and the Request for Username/Password for the account to become active.)