

Maintenance Contract Agreement Terms & Conditions

1. Definitions

"Shop" shall mean Texas Communications service shop location; "Customer" shall mean the customer named in his Agreement; and "Product" shall mean the named equipment in this agreement.

2. Acceptance

The terms set forth in this agreement are an offer to purchase service by Customer when acknowledged in writing by Shop Manager any form of payment by Customer shall not constitute acceptance by Shop. Shop shall not be bound by any terms or conditions in Customer's purchase order or elsewhere unless expressly agreed upon in writing. Once acceptance is made by Shop in writing the terms and conditions of the Contract become binding.

3. Service Defined

Shop agrees to provide service for the products listed on the front of this agreement. Service shall be provided under the terms and conditions stated in this contract. Service shall begin on the date signed and continue until such time as to receive written notice from customer. Upon receipt of written notice contract shall terminate in part or full the last day of the receive written notice from customer. Upon receipt of written notice contract shall terminate in part or full the last day of the month in which written notice was received. Products purchased by Customer during term of this agreement will be added at the current contract rate and go forward under the same written cancellation procedure. In the event of loss damage or theft or any other act where the Customer is taking the equipment out of inventory. Customer is responsible for notifying Shop in writing as to the deletion of the equipment.

Removal and Installation shall not be covered under this agreement unless expressed in writing by the Shop as a part of this contract.

Contract does not cover Transmission Lines, Antennas and or any other Tower related hardware unless expressed in writing Service shall include the labor and parts required to repair the product which has become defective through normal wear and usage. Service does not include repair or replacement of unit that has reasonably gone beyond its useful life. Service also does not cover repair or replacement of product that has been subjected to misuse, abuse, physical damage, acts of God or fire. Contract would cover a one hour evaluation and information offered to the Customer based on that evaluation. "

In cases where products or services are used by outside vendors such as but not limited to a telephone company supplying control lines Shop is not responsible for repair of any product included in that service unless expressed in writing.

Customer must state in writing any product that must be kept at a level to be classified as an intrinsically safe product.

Shop reserves the right to adjust rates of service contract at any time with 30 day written notice. Shop also reserves the right to cancel any product off of Contract when unit can not be economically or properly repaired because of but not limited to excessive wear, deterioration or unavailability of parts.

4. Time and Place

Service shall be provided at Shop's location during normal business hours excluding holidays unless expressed otherwise in writing. Fixed equipment in the field will be serviced on site unless return of equipment to Shop is needed. It will be the Customer's responsibility to provide proper electricity, lighting and a reasonable work space maintained in an environment conducive to the prolonging the life of the product.

5. Payments

Payments are due on the 10th of the month the bill is received. Above contract billing will be on Shop's regular invoicing system, all invoices shall be due regardless of current operation of equipment. Shop reserves the right to cancel contract once Customer becomes 30 days past due on it's account, this will be done in writing with 10 days notice to clear account. All taxes and or any required government fees are to be paid to Shop unless proper tax exemption is filed with Shop.

6. Right to Subcontract

Shop reserves the right to subcontract any part or all of service to be performed on product.

7. Interruption of Service

Customer has the responsibility to inform shop of problems experienced with product. Shop shall respond to complaints in a reasonable time not to exceed one business day and shall begin procedures needed to repair equipment. Shop is free from any and all liabilities of missed work or unsafe environments due to loss of operation of any product under this contract.

8. FCC and other Government Matters

Shop may assist Customer in FCC applications however it remains the sole responsibility of the Customer to obtain all required legal licenses and or authorizations to do business with their communications.

9. Entire Agreement

Customer acknowledges that it has read and understands all parts of this agreement and agrees to be bound by them.

10. Amendment

No amendments shall be made to this agreement other than in writing with signed approval by both Customer and Manager or authorized officer of the Shop.

11. Assignment

No assignment or transfer in whole or in part shall be binding on Shop without written consent of Shop.