

## SERVICE AGREEMENT

1. **DEFINITIONS.** "Wireless" shall mean Wireless Communications, Inc.; "Customer" shall mean the Customer names in the Agreement; and "Product" shall collectively mean the Equipment and Software which Wireless and Customer agree to be serviced pursuant to this Service Agreement. Such Product is listed on the front of this Agreement.
2. **ACCEPTANCE.** The terms and conditions set forth on the front and reverse side of this Agreement is an offer to purchase Service by Customer which shall become a Service Agreement when acknowledged in writing by Wireless's Service Department; and the banking, negotiation or other use of any payment shall not constitute an acceptance by Wireless. It is agreed that Service shall be provided only on the terms and conditions contained in this Agreement. Wireless shall not be bound by terms and conditions in Customer's purchase order or elsewhere unless expressly agreed to on writing. Upon acceptance by Wireless's Service Department, Wireless's interest in the Agreement is assigned to Wireless Communications, Inc.
3. **SERVICE DEFINED**
  - a. Wireless agrees to provide service for the Customer for the Product listed on the front side of this Agreement. Such Product shall be serviced according to the terms and conditions on the front and reverse side of this Agreement ("Service"). The Service shall begin and end on the dates set forth on the front side of this Agreement. Wireless shall also Service other Product purchased by Customer during the term of this Agreement on the same terms and conditions set forth in this Agreement at then current service fees for such Product. Upon delivery of such other Product to Customer, service fees for Service on such other Product shall be added to the billing cycle following the expiration of the labor warranty on such other Product. In the event of loss, damage, theft, or removal from Service of any Product, Customer shall immediately report the loss, damage, theft or removal in writing to Wireless. In this event, Customer's obligation to pay service fees with respect to any such Product shall terminate at the end of the month in which Wireless receives such written report.
  - b. Mobile Product shall be removed and reinstalled in different vehicles at Customer's request for the service fee in effect at the time of the Customer's request.
  - c. This Agreement does not include service of any transmission line, antenna, tower or tower lighting, unless such work is described on the front of the Agreement. Service shall include the labor and parts required to repair Product which has become defective through normal wear and usage. This does not include consumables and the Installation. Service does not include the repair or replacement of Product which has otherwise become defective, including, but not limited to, damage caused by accidents, physical or electronic abuse or misuse, acts of God, fires or other casualty. Service performed for non-covered repairs shall be billed at Wireless' above contract rate applicable for such Service. Product under contract must be maintained in environmental conditions as set forth in the product specifications and damage resulting from environmental conditions not conforming to the specifications is not covered by this Agreement.
  - d. Where telephone lines and Product are used in conjunction with Wireless maintained Product, Wireless shall have no obligations or responsibility for such telephone lines or Product but shall, upon request, assist the Telephone Company in repairing such upon payment at the appropriate above contract rate.
  - e. Customer shall indicate on the front side of this Agreement any Product which is intrinsically safe so that appropriate parts and procedures may be used to maintain such status.
  - f. At the expiration of twelve (12) months after the commencement of Service hereunder (or any time thereafter), if Product cannot in Wireless's opinion be properly or economically repaired, because (but not limited to) excessive wear, deterioration or unavailability of parts, Wireless, at its sole option, upon thirty (30) days prior written notice to customer sent by certified mail, may either: (1) remove such Product from this Agreement; or may increase the price to Service such Product. Customer shall have (30) days from receipt of notice of price increase to object to such increase. If Customer properly objects to such increase Wireless shall then have the option to remove such Product from coverage by the Agreement. Customer's obligation to pay Service fees with respect to Product removed from this Agreement shall terminate at the end of the month during which such Product is removed.
4. **SERVICE STANDARDS.** The Product shall be serviced by Wireless in accordance with the following standards: (i) Wireless part or parts of equal quality shall be used; (ii) the Products shall be serviced at levels set forth in Wireless's product manuals; and (iii) routine service procedures prescribed from time to time by Wireless for its Product shall be followed.
5. **TIME AND PLACE OF SERVICE.**
  - a. Service shall be done at the location specified on the front side of this Agreement. Where Service is to be performed at the location of the Product, Customer shall furnish shelter, heat, light and power at these locations. Customer shall notify Wireless immediately of Product failure, allow Wireless full and free access to the Product, and cooperate fully with Wireless in Wireless's servicing of the Product. Waiver of liability by Wireless against Customer or other restrictions shall not be imposed by Customer as a site access requirement. Customer shall allow Wireless full and free access to the Product. Customer shall allow Wireless to use necessary machines, communications, facilities, features and other product (except as normally supplied by Wireless) at no charge. Movable and removable Product shall be delivered by Customer to the Wireless Service Center indicated on the front side of this Agreement.
  - b. Hours of Service under this Agreement shall be the normal working hours, excluding holidays, or Wireless's Service Center unless otherwise indicated on the front side of this Agreement.
6. **PAYMENT/TAXES.** On or about the date each payment is due as set forth on the front side of this Agreement; Wireless shall send Customer an invoice covering the Service fees for the next Payment Period. All other charges shall be billed monthly and the Customer shall pay the amount of each invoice within ten thirty (30) days of its date to Wireless office designated by Wireless. Each invoice shall be due and payable whether or not the Product is operating and Wireless may terminate this Agreement by giving Customer ten (10) days notice by certified mail if Customer defaults in its payment to Wireless. Customer shall reimburse Wireless for all property taxes, sales and use taxes, excise taxes, and other taxes or assessments now or hereafter imposed by authority of any Federal, State, or Local law, rule or regulation with respect to the Service of the Product except Federal income and profit taxes of Wireless and income and franchise taxes of Wireless.
7. **RIGHT TO SUBCONTRACT.** Wireless shall have the right to subcontract in whole or in part the Service called for by this Agreement as long as subcontractor personnel is equally qualified to that of Wireless. Determination of qualification is at the sole discretion of Customer. Wireless shall notify customer of name, address, phone number and contact person immediately upon determining such subcontracting is necessary. Customer reserves the right to cancel Agreement, or seek alternative service provider, if subcontractor is unacceptable to Customer provided Wireless does not provide approved contractor to Customer.
8. **REVISION OF FEES.** Prior to the anniversary of the "Expiration Date" indicated on the front side of this Agreement, Wireless may revise the Service fees set forth on the front side of this Agreement by giving Customer written notice of the amount of the increase at least sixty (60) days in advance of the Anniversary date. Upon receipt of any such notice, Customer, as determined this Agreement on the Expiration Date or any Anniversary of it upon thirty (30) days prior written notice to Wireless sent by certified mail to the address indicated in this Agreement; otherwise the new fees shall become effective on the Anniversary date. In the event of such termination, all accrued and unpaid charges shall be due and payable immediately upon termination.
9. **AUTOMATIC RENEWAL.** After the Expiration Date indicated on the front side of this Agreement shall continue for successive additional periods of one year, provided that either Wireless or Customer may terminate this Agreement on the Expiration Date or Anniversary of it, or otherwise as herein provided, upon thirty (30) days prior written notice to the other party sent by certified mail to the address indicated in this Agreement.
10. **INTERRUPTION OF SERVICE.** Customer shall notify the servicing agency in the event of the failure of any Product. If the servicing agency fails to repair the Product within a reasonable time, Customer shall notify the Wireless office designated by Wireless. After said notice from Customer to the servicing agency and to the Wireless office designated by Wireless. Wireless shall be liable for any interruption or interference affecting the use of transmission through the Product maintained to the extent of a pro rate allowance based on the monthly service fee for the time such interruption or interference is attributable to the fault of Wireless or its subcontractor. Wireless does not assume and shall have no liability under this Agreement for failure to provide or delay in providing service for the Product due directly or indirectly to causes beyond the control of Wireless, including, but not restricted to, acts of God, acts of public enemy, acts of the United States, any State, Territory of the United States, or any political subdivision of the foregoing, or the District of Columbia, acts of failure to act of the Customer, its agents, employees or subcontractors, fires, floods, casualty, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather conditions or defaults of Wireless subcontractors due to any such causes.
11. **WARRANTY LIMITATIONS. EXCEPT AS SPECIFIED IN THIS AGREEMENT, WIRELESS DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. IN NO EVENT SHALL WIRELESS BE LIABLE FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES TO THE FULL EXTENT SUCH MAY BE DISCLAIMED BY LAW.**
12. **FCC AND OTHER GOVERNMENTAL MATTERS.** Although Wireless may assist in preparation of the FCC license application, Customer is solely responsible for obtaining any licenses or other authorizations required by the Federal Communications Commission ("FCC") or any Federal, State, or Local governmental agency. Customer is solely responsible for complying with the applicable FCC rules and regulations and the applicable rules and regulations of any other Federal, State, or Local governmental agency. Neither Wireless or any of its employees is an agent of Customer in FCC or other governmental matters. Wireless, however, may assist in preparation of the FCC license application at no charge to Customer.
13. **ENTIRE AGREEMENT.** Customer acknowledges that it has read and understands the terms and conditions of the Agreement and agrees to be bound by them, that it is the complete and conclusive statement of the Agreement between the parties and that this Agreement sets forth the entire agreement and understanding between the parties relating to the subject matter hereof and all understandings and agreements, oral and written, heretofore made between Wireless and Customer, are merged in this Agreement which alone fully and Completely expresses their agreement.
14. **AMENDMENT.** No modification of or additions to this Agreement shall be binding upon Wireless unless such modification is in writing and signed by the Wireless Division Service Vice President authorized to make such revisions and authorized agent of Customer.
15. **VALIDITY.** If any term or provision of this Agreement shall to any extent be held by a court or other tribunal to be invalid, void, or unenforceable, then that term or provision shall be inoperative and void insofar as it is in conflict with law, but the remaining terms and provisions of the Agreement shall nevertheless continue in full force and effect and the rights and obligations of the parties shall be construed and enforced as if this Agreement did not contain the particular term or provision held to be invalid, void, or unenforceable.
16. **HEADINGS.** Section and paragraph headings used in this Agreement are for convenience only and are not to be deemed or construed to be part of this agreement.
17. **LAW. THIS AGREEMENT AND THE RIGHTS AND DUTIES OF THE PARTIES SHALL BE GOVERNED AND INTERPRETED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NORTH CAROLINA.**
18. **ASSIGNMENT.** No assignment or transfer, in whole or in part, of this Agreement by Customer shall be binding upon Wireless without its prior Written consent.
19. **WAIVER.** Failure or delay on the part of Wireless or Customer to exercise any right, power or privilege under this Agreement shall not operate as a waiver of any right, power, or privilege of this Agreement.
20. **TIME TO SUE.** Except for money due upon an open account, no action shall be brought for any breach of this Agreement more than two (2) years after the accrual of such cause of action except where a shorter limitation period is provided by applicable law.

### NOTE:

**DIRECT INQUIRES ABOUT THIS AGREEMENT TO YOUR LOCAL WIRELESS COMMUNICATIONS, INC. OFFICE AT 4800 NORTH I-85, CHARLOTTE, NC 28206 OR 8724 GLENWOOD AVENUE, RALEIGH, NC 27612**