

SERVICE AGREEMENT FOR MAINTENANCE OF TELECOMMUNICATIONS EQUIPMENT

TERMS AND CONDITIONS

1. What is covered

BSG shall, subject to the following, maintain and repair the Equipment during the Term of this Agreement. BSG shall provide both the parts and labor necessary to maintain and repair the Equipment.

This Agreement covers maintenance and repairs necessitated by normal and usual use and operation of the Equipment, and specifically excludes maintenance and repairs necessitated by other than the normal and usual use and operation of the Equipment (see Exclusions below).

Maintenance and repairs necessitated by other than the normal and usual use and operation of the Equipment, as well as programming and feature changes or modifications, will be available to Customer at BSG's standard rates for parts and labor, as set forth in BSG's then current rate schedule.

2. Response Times

STANDARD SERVICE - Equipment failure other than system-wide failure, as described below:

**SERVICE CALL WITHIN 24 HOURS OF REQUEST
(Weekdays only)**

EMERGENCY SERVICE - System-wide failure (*i.e.*, the inability to make or receive calls throughout the entire system):

**SERVICE CALL WITHIN 4 HOURS OF REQUEST
(Weekends and Holidays included)**

3. Location of Equipment

The Customer shall not relocate the Equipment from the address set forth above. BSG may terminate this Agreement without further liability to the Customer if the Equipment is relocated other than with BSG's prior written consent and under BSG's direct supervision.

4. Coverage period

The Term of this Agreement is for One (1) year, commencing on the Effective Date, unless earlier terminated in accordance herewith. This Agreement will be renewed automatically for additional One (1) year terms, hereafter Renewal Terms, unless a party notifies the other party of its intent not to renew at least sixty (60) days prior to the end of the then current term, hereafter the Anniversary Date.

5. Service Requests

BSG shall provide Customer with a telephone number for service requests made during normal business hours (8:00 a.m. to 5:00 p.m.). BSG shall also provide Customer with a voicemail page number for requests for Emergency Service made before or after normal business hours. Standard Service will be available during

normal business hours. Emergency Service will be available Seven (7) days a week, Twenty-Four (24) hours a day.

The Customer shall designate one individual, as well as one alternate, to make service requests.

6. Payment of premium

The Customer shall pay the Premium in full on or before the Effective Date. Premiums for Renewal Terms shall be paid at least Thirty (30) days prior to the Anniversary Date of the then current term. Applicable taxes are not included in the Premium.

Premiums will be billed to the Customer on its local telephone bill on the line designated "Maintenance," unless the Customer does not take local exchange service from BridgeCom International, Inc., in which case Premiums will be billed directly to the Customer. Applicable taxes will also appear on the Customer's local telephone bill, or as appropriate, billed directly to the Customer.

7. Cancellation

Cancellation by the Customer -- The Customer may cancel this Agreement at any time for any reason by notifying BSG in writing of its desire to cancel this Agreement and delivering to BSG the original of this Agreement. In the event that the Customer cancels this Agreement within Thirty (30) days of the Effective Date and has made no requests for service, the Premium shall be refunded in full. In the event that the Customer has requested service or cancels this Agreement more than Thirty (30) days following the Effective Date, a penalty of Ten percent (10%) per expired month, or partial expired month, of the then current term shall be assessed, and the remainder of the Premium refunded to the Customer.

Cancellation by BSG - If BSG cancels this Agreement for cause, as set forth herein, it shall provide the Customer with written notice of such cancellation, and may, but is not required, to refund to the Customer a *pro rata* portion of the Premium. If cancellation is for other than nonpayment of the Premium, a material misrepresentation by Customer, or a substantial breach of the Customer's duties relating to the Equipment, BSG shall provide the Customer with Fifteen (15) days' written notice of such cancellation.

8. No Alterations

The Customer shall not permit its agents, employees, or third parties to effect, or attempt to effect, any repairs, maintenance, additions, deletions or changes to the Equipment or its software, or to couple, or attempt to couple, the Equipment to any other equipment, other than with the prior written consent, and under the direct supervision, of BSG. BSG may terminate this Agreement without further liability to the Customer if the Equipment is altered in violation of this Section 8.

9. LIMITATIONS

EXCEPT AS EXPRESSLY PROVIDED HEREIN, BSG MAKES NO WARRANTY, EITHER EXPRESS OR IMPLIED, CONCERNING THE SERVICES PROVIDED HEREUNDER, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR USE, AND SHALL NOT BE LIABLE TO THE CUSTOMER OR ANY OTHER PERSON FOR ANY DAMAGES ARISING OUT OF ITS PERFORMANCE OF ITS OBLIGATIONS HEREUNDER. IT IS EXPRESSLY UNDERSTOOD THAT THE SOLE REMEDY OF THE CUSTOMER FOR FAILURE BY BSG TO FULLY PERFORM ITS OBLIGATIONS HEREUNDER, EXCLUSIVE OF WILLFUL MISCONDUCT AND GROSS NEGLIGENCE BY BSG, SHALL BE TERMINATION OF THIS AGREEMENT BY CUSTOMER. IN NO EVENT SHALL THE CUSTOMER OR BSG BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES (INCLUDING PROFITS) REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT, STRICT LIABILITY, OR OTHERWISE, ARISING OUT OF ITS PERFORMANCE OR FAILURE OF PERFORMANCE UNDER THIS AGREEMENT.

10. Ownership change

In the event of a sale or merger of the Customer or substantially all of its assets, the Customer may assign this Agreement to the acquiring or surviving party by notifying BSG in writing. Such assignment will be deemed effective at such time as BSG receives written notice of the assignment.

11. Access to Equipment

The Customer shall promptly report to BSG any condition requiring service or correction. The Customer shall grant to BSG, or its designated representatives, free access to the Equipment and the facility(ies) in which the Equipment is housed.

12. Exceptions

This Agreement does not cover:

- a. equipment, including products, components, and other items, not listed on Appendix "A;"
- b. consumable items such as batteries, filters, tapes, ribbons, toner, cartridges, bulbs, headsets, coil cords, and station wires;
- c. damages or failures resulting from unauthorized repairs, maintenance, additions, deletions or changes to the Equipment or its software (actual or attempted), unauthorized coupling of the Equipment to any other equipment (actual or attempted), or unauthorized relocation of the Equipment (actual or attempted);
- d. damages or failures resulting from theft or vandalism;
- e. damages or failures resulting from failure of external components such as cabinets, frames, shelves, racks, or mounting hardware;
- f. damage or failures caused by conditions beyond BSG's control such as inadequate plumbing, wiring, or power supply, power loss or surge, rust, corrosion, infestation, negligence, abuse, misuse, acts of God (including, without limitation, fire, floods, earthquakes, hail, or windstorm), prior failure to follow manufacturers' recommended maintenance, improper installation by the Customer or another person, leaking batteries, defective or improper software, transportation; or
- g. repairs or replacement necessitated by defects that existed prior to the Effective Date, including, but not limited to, repairs or replacement of hardware, software and firmware, as well as all other electronic equipment or components, resulting from the failure or inability of the Equipment to correctly recognize, process, interpret, distinguish, or accept date data related to the century change or data field recognition of a century change prior to, during or after calendar year 2000 A.D.

13. Agreement

Each party represents and warrants to the other party that has full power and authority to execute and deliver this Agreement and to perform its obligations hereunder, and that this Agreement constitutes its valid and legally binding obligation, enforceable by the other party in accordance with its terms and conditions

THIS AGREEMENT CONSTITUTES THE ENTIRE AGREEMENT AMONG THE PARTIES AND SUPERSEDES ANY PRIOR UNDERSTANDINGS, AGREEMENTS OR REPRESENTATIONS BY OR AMONG THE PARTIES, WRITTEN OR ORAL, THAT MAY HAVE RELATED IN ANY WAY TO THE SUBJECT MATTER HEREOF.

No modification of this Agreement shall be effective unless reduced to writing and signed by both parties. No provision of this Agreement shall be deemed waived because of previous failure to insist upon strict performance thereof. If any provision or provisions of this Agreement are determined to be invalid or contrary to any existing or future law, statute or ordinance or any order, rule or regulation of a court or regulatory or other governmental authority of competent jurisdiction, such invalidity shall not impair the operation of or affect any other provisions hereof which are valid, and the invalid provisions shall be construed in such manner as shall be as similar in terms to such invalid provisions as may be possible, consistent with applicable law. The above terms and conditions shall apply to any and all orders submitted by the Customer.

This Agreement is subject to acceptance by BSG.