

## SERVICE AGREEMENT

1. **DEFINITIONS.** "Comm Serv" shall mean Communications Service Inc.; "Customer" shall mean the customer named in the Agreement; and "Product" shall collectively mean the Equipment and Software which Comm Serv 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 of this Agreement is an offer to purchase Service by Customer which shall become a Service Agreement when acknowledged in writing by Comm Serv; and the banking, negotiation or other use of any payment shall not constitute an acceptance by Comm Serv. It is agreed that Service shall be provided only on the terms and conditions contained in this Agreement. Comm Serv shall not be bound by terms and conditions in Customer's purchase order or elsewhere unless expressly agreed to in writing. Upon acceptance by Comm Serv, Comm Serv's interest in the Agreement is assigned to Comm Serv.
3. **SERVICE DEFINED**
  - a. Comm Serv 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. Comm Serv 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 the then current service fees for such Product. Upon delivery of such other Product to Customer, service fees for Service of such other Product shall be added to the billing cycle following 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 Comm Serv. 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 Comm Serv 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 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 side of this 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 their 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 Comm Serv's about contract rate applicable for such Service. Product under contract must be maintained in environmental conditions 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 Comm Serv maintained Product, Comm Serv shall have no obligation 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 of 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 Comm Serv's opinion be properly or economically repaired, because (but not limited to) excessive wear, deterioration or unavailability of parts, Comm Serv 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 (2) may increase the price to Service such product. Customer shall have thirty (30) days from receipt of notice of price increase to object to such increase. If Customer properly objects to such increase, Comm Serv shall then have the option to remove such Product from coverage by this 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 Comm Serv in accordance with the following standards: (i) O.E.M. parts or parts of equal quality shall be used; (ii) the Product shall be serviced at levels set forth in O.E.M. product manuals; and (iii) routine service procedures prescribed from time to time by O.E.M. 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 Comm Serv immediately of Product failure, allow Comm Serv full and free access to the Product, and cooperate fully with Comm Serv in Comm Serv's servicing of the Product. Waiver of liability by Comm Serv against Customer or other restrictions shall not be imposed by Customer as a site access requirement. Customer shall allow Comm Serv full and free access to the Product. Customer shall allow Comm Serv full and free access to the Product. Customer shall allow Comm Serv to use necessary machines, communications, facilities, features and other product (except as normally supplied by Comm Serv) at no charge. Mobiles and removable Product shall be delivered by Customer to the Comm Serv Center indicated on the front side of this Agreement.
  - b. Hours of Service under this Agreement shall be the normal working hours, excluding holidays, of Comm Serv'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 the Agreement, Comm Serv 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 (10) days of its date to the Comm Serv office designated by Comm Serv. Each invoice shall be due and payable whether or not the Product is operating, and Comm Serv may terminate this Agreement by giving Customer ten (10) days notice by certified mail if Customer defaults in Payment to Comm Serv. Customer shall reimburse Comm Serv 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 Comm Serv and State income and franchise taxes of Comm Serv.
7. **RIGHT TO SUBCONTRACT.** Comm Serv shall have the right to subcontract in whole or in part the Service called for by this Agreement. Comm Serv shall notify Customer of the name and address of each subcontractor.
8. **REVISION OF FEES.** Prior to an Anniversary of the "Expiration Date" indicated on the front side of this Agreement, Comm Serv 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 that Anniversary date. Upon receipt of any such notice, Customer may terminate this Agreement on the Expiration Date or Anniversary of it upon thirty (30) days prior written notice to Comm Serv 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, this Agreement shall continue for successive additional periods of one year, provided that either Comm Serv or Customer may terminate this Agreement on the Expiration Date or any Anniversary of it 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 Comm Serv office designated by Comm Serv. After said notice from Customer to the servicing agency and to the Comm Serv office designated by Comm Serv, Comm Serv shall be liable for any interruption or interference affecting the use or transmission through the Product maintained to the extent of a pro rata allowance based on the monthly service fee for the time such interruption or interference is attributable to the fault of Comm Serv or its subcontractor. Comm Serv 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 Comm Serv, including, but not restricted to, acts of God, acts of the 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 Comm Serv contractors due to any such causes.
11. **WARRANTY LIMITATIONS. EXCEPT AS SPECIFIED IN THIS AGREEMENT, COMM SERV DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. IN NO EVENT SHALL COMM SERV BE LIABLE FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES TO THE FULL EXTENT SUCH MAY BE DISCLAIMED BY LAW.**
12. **FCC AND OTHER GOVERNMENT MATTERS.** Although Comm Serv 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 other Federal, State or Local government agency. Customer is solely responsible for complying with applicable FCC rules and regulations and the applicable rules and regulations of any other Federal, State or Local government agency. Neither Comm Serv nor any of its employees is an agent of Customer in FCC or other governmental matters. Comm Serv, 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 understanding and agreements, oral and written, heretofore made between Comm Serv 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 Comm Serv unless such modification is in writing and signed by the Comm Serv President or Vice President authorized to make such revisions, and an 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 this 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 item 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 WISCONSIN.
18. **ASSIGNMENT.** No assignment or transfer, in whole or in part, of this Agreement by Customer shall be binding upon Comm Serv without its prior written consent.
19. **WAIVER.** Failure or delay on the part of Comm Serv 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.