

Delmarva Communications Inc. Service Contract

1. **DEFINITIONS**, Delmarva Communications Inc., "Customer" shall mean the customer named in the Contract and "Product" shall collectively mean the Equipment and Software which Delmarva Communications Inc. And Customer agree in this Contract to Service. Such Product is listed on the front of this Contract.
2. **ACCEPTANCE**, The terms and conditions set forth on the front and reverse side of this Contract is an offer to purchase Service by Customer which will become a Service Contract when acknowledged in writing by Delmarva Communications Inc., and banking, negotiation or other use of any payment shall not constitute an acceptance by Delmarva Communications Inc. It is agreed that Service will be provided only on the items and conditions contained in this Contract. Delmarva Communications Inc. Shall not be bound by terms and conditions in Customer's purchase order or elsewhere unless expressly agreed to in writing.
3. **SERVICE DEFINED**
 - a. Delmarva Communications Inc. agrees to provide service for the Customer for the Product listed on the front side of this Contract. Such Product will be serviced according to the terms and conditions on the front and reverse side of this Contract ("Service"). The Service shall begin and end on the dates set forth on the front side of this Contract. Delmarva Communications Inc. will also Service additional products purchased by Customer, from Delmarva Communications Inc. or authorized vendor, during the term of this Contract on the same terms and conditions set forth in this contract 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 will 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 Delmarva Communications Inc. In this event, Customer obligation to pay service fees with respect to any such Product shall terminate at the end of the month in which Delmarva Communications Inc. received such written report.
 - b. Mobile Products will be removed and reinstalled in different vehicles at Customer's request for the service fee in affect at the time of Customer's request.
 - c. This Contract does not include service of any transmission line, antenna, tower or tower lighting, unless such work is described on the front side of this Contract. Service shall include the labor and parts required to repair Product which has become defective through normal wear and tear. This does not include consumables and their installation. Service not to 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, and fires. Service performed for non-covered repaired will be billed at Delmarva Communications Inc. 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 Contract.
 - d. Where telephone lines and Product are used in conjunction with Delmarva Communications Inc. maintained Product, Delmarva Communications Inc. shall assume no obligation or responsibility for such telephone lines or Product but will, upon request, assist the Telephone Company in repairing such upon payment at the appropriate above contract rate.
 - e. Customer will indicate on the front side of this Contract any Product which is intrinsically safe so that appropriate parts and procedure may be used to maintain such status.
 - f. At the end of twelve (12) months of Service or any time thereafter, if Product cannot in Delmarva Communications Inc. opinion be properly or economically repaired, because of but not limited to excessive wear, deterioration or unavailability of parts, Delmarva Communications Inc. in its sole opinion, may remove such Product from this Contract on thirty (30) days prior written notice to Customer, or may increase the price to Service such Product on thirty (30) days prior written notice to Customer sent by mail. Customer has thirty (30) days from receipt of notice of price increase to object to such increase. Upon customer's objection to such increase, Delmarva Communications Inc. shall remove such Product from this Contract. Customer's obligation to pay service fees with respect to Product removed from this Contract shall terminate at the end of the month during which such Product is removed.
4. **SERVICE STANDARDS**, The Product will be serviced by Delmarva Communications Inc. in accordance with these standards: (i) Only manufacture's suggested replacement parts or parts of equal quality will be used; (ii) the Product will be serviced at levels set forth in the product manuals; and (iii) routine service procedures prescribed from time to time by Delmarva Communications Inc. for its Product to be followed.
5. **TIME AND PLACE OF SERVICE**, service shall be done at the location specified on the front side of this Contract. 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 Delmarva Communications Inc. immediately of Product failure and allow Delmarva Communications Inc. full and free access to the Product. Waiver of liability or other restrictions shall not be imposed as a site access requirement. Customer will allow Delmarva Communications Inc. to use necessary machines, communications, facilities, features and the Delmarva Communications Inc. Service Shop unless otherwise indicated on the front side of this Contract.
6. **PAYMENTS**, On or about the date each payment is due as set forth on the front side of this Contract, Delmarva Communications Inc. will send Customer an invoice covering the service fees for the next payment period. All other charges will be billed monthly and the Customer shall pay the amount of each invoice within net terms to Delmarva Communications Inc. Each invoice shall be due and payable whether or not the Product is operating, and Delmarva Communications Inc. may terminate this Contract giving Customer ten (10) days notice by certified mail if Customer defaults in its payment to Delmarva Communications Inc. Customer shall reimburse Delmarva Communications Inc. 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 Delmarva Communications Inc. and State Income taxes of Delmarva Communications Inc.
7. **RIGHT TO SUBCONTRACT**, Delmarva Communications Inc. shall have the right to subcontract in whole or in part Service called for by this contract. Delmarva Communications Inc. will notify Customer of the name and address of each subcontractor.
8. **REVISION OF FEES**, Prior to an Anniversary of the "Date Service Ends" indicated on the front side of this Contract, Delmarva Communications Inc. may revise the service fees set forth on the front side of this Contract 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 Contract on the "Date Service Ends" or any Anniversary of it upon thirty (30) days prior written notice to Delmarva Communications Inc. sent by certified mail to the address indicated in this Contract; 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 "Date Service Ends" indicated on the front side of this Contract, this Contract shall continue for successive additional periods of one year, provided that either Delmarva Communications Inc. or Customer may terminate this Contract on the "Date Service Ends" or any Anniversary of it upon thirty (30) days prior written notice to the other party sent by certified mail to the address indicated on this Contract.
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 Delmarva Communications Inc. management, after said notice from Customer to servicing agency or Delmarva Communications Inc. management, Delmarva Communications Inc. shall be liable for any interruption or interference affecting the use or 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 Delmarva Communications Inc. or its subcontractor, Delmarva Communications Inc. does not assume and shall have no liability under this Contract for failure to provide or delay in providing service for the Product due directly or indirectly to causes beyond the control of Delmarva Communications Inc. including but not restricted to, acts of God, act 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, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather conditions or defaults of Delmarva Communications Inc. subcontractors due to any such causes.
11. **WARRANTY LIMITATIONS, EXCEPT AS SPECIFIED IN THE AGREEMENT**, Delmarva Communications Inc. DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. IN NO EVENT SHALL Delmarva Communications Inc. BE LIABLE FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES TO THE FULL EXTENT SUCH MAY BE DISCLAIMED BY LAW.
12. **FCC AND OTHER GOVERNMENT MATTERS**, although Delmarva Communications Inc. 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 governmental 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 Delmarva Communications Inc. nor any of its employees is an agent of Customer in FCC or other governmental matters, Delmarva Communications Inc., however may assist in preparation of the FCC License application at a charge to the Customer.
13. **ENTIRE CONTRACT**, Customer acknowledges that it has read and understands the terms and conditions of the Contract and agrees to be bound by them, that it is the complete and conclusive statement of the agreement between the parties and that this Contract 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 Delmarva Communications Inc. and Customer, are merged in this Contract which alone fully and completely expresses their agreement.
14. **AMENDMENT**, No modification or additions to this Contract shall be binding to Delmarva Communications Inc. Unless such modification is in writing and signed by an Officer of Delmarva Communications Inc. and an authorized agent of the Customer.
15. **VALIDITY**, If any term or provision of this Contract 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 shall nevertheless continue in full force and effect and the rights and obligations of the parties shall be construed and enforced as if this Contract did not contain the particular term or provision held to be invalid, void or unenforceable.
16. **HEADINGS**, Sections and paragraph headings used in this Contract are for convenience only and are not to be deemed or construed to be par of this Contract.
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 DELAWARE.**
18. **ASSIGNMENT**, No assignment or transfer, in whole or in part, of this Contract shall be binding upon Delmarva Communications Inc. without its prior written consent.
19. **WAIVER**, Failure or delay on the part of Delmarva Communications Inc. or Customer to exercise any right, power or privilege under this Contract shall not operate as a waiver of any right, power or privilege of this Contract.
20. **TIME TO SUE**, Except for money due upon an open account, no action shall be brought for any breach of this Contract more than two (2) years after the accrual of such cause of action except where a shorter limitation period is provided by applicable law.

