

Communications Management Group



Metro Coverage Plus

Client Account #: _____

Initial Contract Term: Two (2) Years - Auto Renewal

Client hereby agrees to subscribe, from Communications Management Group, L.L.C. ("C.M.G."), the Airtime / Trunking service(s) listed below under the terms and conditions set forth herein and on the reverse side of this contract. Terms and conditions are subject to final review and acceptance by C.M.G. Such acceptance will be evidenced by signature of authorized C.M.G. representative.

Business Name: _____

Billing Information: (if different from Business Address)

Business Contact: _____

Billing Contact: _____

Business Address: _____

Billing Address: _____

City: _____ State: _____ Zip: _____

City: _____ State: _____ Zip: _____

Phone: (____) _____ Fax: (____) _____

Phone: (____) _____ Fax: (____) _____

Commencement Date: _____

E-Mail Address: _____

Billing: Annually Semi-annually Quarterly Monthly

Billing Preference: E-Mail USPS

System Type: Single Site Multi-Site Network Voice GPS Data Other: _____

"System"

"System Access Codes"

"Authorized Units"

Site / System

Codes / Fleet / Subfleet / ID

Quantity

Unit Rate / Month

User Charge

_____	_____	_____ X _____ = _____
_____	_____	_____ X _____ = _____
_____	_____	_____ X _____ = _____

Instructions / Notes:

Sub Total: _____

Activation Fee: _____

Total (Does Not Include Tax): _____

Client:

Signature: _____

Name: _____

Title: _____

Date Signed: _____

Accepted By:

Communications Management Group, L.L.C.
P.O. Box 37, Zimmerman, MN 55398-0037
(612) 216-3530 / fax (763) 445-2093

Signature: _____

Title: _____

Date Signed: _____

The above signed hereby acknowledges and represents that (i) he/she has read both sides of this contract (if printed from electronic media, including page two (2) "Terms of Contract"), (ii) he/she understands and agrees to all of the terms, conditions, and provisions contained herein; and (iii) he/she has the authority to execute this contract on behalf of the Client.

Non-receipt of invoice does not relieve Client from the obligation to pay user charges under this contract.

Dealer Information:

Dealer Name: _____

Phone Number: _____

Address: _____

Fax Number: _____

City, State Zip: _____

Contact: _____

Terms of Contract

Whereas Communications Management Group, L.L.C. ("C.M.G.") is engaged in providing private mobile radio service as authorized by the Federal Communications Commission and, such as, shall own, operate and maintain the repeater / trunking system(s) at the location given on the reverse side hereof and is willing to contract for the provision of said service, and

Whereas Client identified on the reverse side wishes to obtain the service provided by C.M.G. and acknowledges that C.M.G. has no legal obligation to provide such service except as provided by this contract.

Now therefore, C.M.G. and Client agree as follows:

- 1. Payment, Terms, and Renewal.** During the initial term and each successive term of this contract, Client agrees to pay for the service (in advance) by making timely payments of each installment of the user charge provided for on the front side hereof. The payment date for payments to be made "annually" shall be made on or before the date on which the initial term or any successive term commences hereunder ("commencement date"); the payment date for payments to be made "semi-annually" shall be made on or before the commencement date and on or before the day commencing the seventh month next following the commencement date, and the payment date for payments to be made "quarterly" shall be made on or before the commencement date and on or before date commencing the fourth, the seventh, and the tenth month next following the commencement date. Client understands that, subject to prior termination hereunder, the commencement of each term or successive term obligates Client to make all payments due hereunder during the remaining term. The initial term of this contract shall be for twenty-four (24) consecutive months following the commencement date. The initial term (and any extended term) shall be automatically extended for an additional term of twelve (12) consecutive months following the anniversary of the date of commencing such initial or extended term, UNLESS one party gives the other party, at least thirty (30) days prior to the end on the term or extended term, written notice of its intent to terminate this contract.
- 2. Change of User Charge / Prior Termination.** C.M.G. may increase, prospectively, the user charge payable for the service by an annual rate of 5% per unit, or at any time and from time to time, provided C.M.G. gives Client at least sixty (60) days notice ("change notice") stating the new user charge and the date upon which it will become effective ("change date"). If Client receives a change notice hereunder, Client may thereafter terminate this contract as of the date immediately prior to the change date, provided Client gives C.M.G. notice, at least thirty (30) days prior to change date, of Clients intent to terminate this contract by reason of the change notice. C.M.G. may, at any time and from time to time, either terminate this contract or temporarily discontinue the service, without incurring liability or obligation to Client, provided C.M.G. gives the Client notice ("termination notice") of its intent to take such action and of the date ("termination date") on which the action will take effect. If C.M.G. terminates this contract for a breach of this contract and C.M.G. ("for cause"), such termination shall terminate and relieve C.M.G. of its obligation to provide the service after the termination date, but shall neither terminate nor relieve Client of its obligation to make payments thereafter due hereunder through the end of the term in effect on the termination date. In the event of a prior termination of this contract by C.M.G. (other than for cause) or by Client, C.M.G. shall refund to Client any user charges prepaid by Client for and attributable to the time period after the change date or the termination date, as applicable. In the event of a prior termination of this contract by C.M.G. for cause, C.M.G. shall have no obligation to refund to Client any user charges prepaid by Client for and attributable to the time period after the termination and may enforce any and all other remedies against Client as are available under this contract or otherwise.
- 3. Modifications.** Client must notify C.M.G. of any additional units and an add-on contract will be executed.
- 4. Assign Subcontract.** This contract is a privilege for the personal benefit of Client and may not be assigned in whole or in part by Client to any other person. C.M.G. reserves the right to subcontract any of its obligations hereunder.
- 5. System Access Codes / Unauthorized Use.** C.M.G. owns and shall retain the exclusive right to issue, modify, withdraw, or remove with or without cause, all or any codes used to gain access to the service ("system access codes"). Client shall not have (and expressly disclaims) any present or future right or claim of right with respect to system access codes, and no such right or claim of right shall be implied or otherwise arise as a result of this contract. Client agrees to make all units available for modification, change, withdraw, or removal of system access codes at any time requested (verbally or written), and immediately after being requested, by C.M.G.
- 6. Client Covenants.** Client agrees (a) to observe and abide by all applicable statutes, laws, ordinances, rules and regulations, including those imposed by the Federal Communications Commission; (b) to operate this equipment so as not to cause undue interference with any other Clients using the Repeater / Trunking system(s) ("system") identified on the reverse side; (c) not to use more units on the system than the number of units ("authorized units") specifically authorized on the reverse side, or make any other use of the system not specifically authorized by C.M.G. hereunder ("unauthorized use"); (d) to not permit any person or entity under its control, employ, or with whom it is in a contractual or other relationship, to use more than the authorized units on, or to engage in any unauthorized use of the system, and (e) if Client learns of any such over-usage or other form of unauthorized use of the system by any person or entity, to notify C.M.G. immediately of the circumstances thereof.
- 7. Coverage.** Client acknowledges 100 percent coverage of any area at all times is improbable. Experience with actual field conditions and from tests made indicate adverse propagation conditions, such as short term unpredictable meteorological effects and sky wave interference from distant stations, can interrupt service at times. Other causes beyond reasonable control of C.M.G. are motor ignition, and other electrical noise that could be minimized by corrective devices at Clients expense. Satisfactory communication performance is generally viewed as intelligible reception over rolling terrain approximately 90 percent of the time. Any surveys, if provided, are to indicate general parameters of expected coverage, subject to previous mentioned conditions, and are not binding as an exact representation of coverage.
- 8. Breach and Remedies.** Time is of the essence in the performance of this contract, and, subject to sections 1 and 2 hereof, Client is and shall remain liable for all user charges and other applicable costs through the end of the term hereof. If, (a) Client fails to make any payment required hereunder when due or fails the full amount owed upon any acceleration hereunder, or (b) Client fails to pay when due any costs, expense, reimbursement or other amount payable hereunder, or (c) Client fails to timely perform any term, covenant or contract contained herein, or (d) Client becomes insolvent, makes or attempts to make an assignment or other arrangement for the benefit of its creditors, or (e) Client becomes, in C.M.G.'s judgment, unable to make payments required hereunder when due or C.M.G. deems itself insecure with respect to Client's timely performance if its obligations hereunder, including its payment obligations, then C.M.G. shall have the right, upon notice to Client thereof ("default notice") to terminate all of C.M.G.'s obligations under this contract and to discontinue the service to Client. Upon delivery of any default notice to Client, (i) Client shall immediately cease using the service and the access codes, (ii) all user charges then thereafter due and owing to C.M.G. through the end of the term shall be accelerated, and shall become immediately due and payable, without notice or presentation, accelerated or other demand, the right to such notice or demand being hereby expressly waived by Client, and (iii) Client shall automatically become liable for and shall pay all sums due and owing C.M.G., including accelerated user charges, interest on past due amounts, and other charges payable hereunder. Client shall pay C.M.G. a charge of \$25.00 for any check or other instrument tendered to C.M.G. by Client returned to C.M.G. as unpaid for any reason, and following any such returns, C.M.G. may require Client to make payment hereunder in cash, by money order, by confirmed wire transfer, or by any other similarly secure form of payment. Interest shall accrue and be payable by Client on all past due accounts at the highest rate allowed under applicable state law or at eighteen percent (18%) per annum, compounded daily, whichever is the lesser rate. Upon any breach or default hereunder, C.M.G. shall have the right to retain all payments theretofore made hereunder without obligation to Client and to impose a charge of \$ 50.00 for disconnecting and an additional charge of \$ 50.00 for reconnection of service. All rights and remedies of C.M.G. hereunder are cumulative of and not in lieu of all other rights and remedies available to C.M.G. at law or in equity, and the exercise of any right or remedy hereunder shall not be deemed or construed as an election of remedies.
- 9. Disputes.** If Client disputes any service charges, Client must pay the entire amount set forth on the invoice and submit a written explanation of Clients dispute within forty-five (45) days from the date of the invoice. If C.M.G. determines that an error was made, C.M.G. shall credit the Client's account in the amount of the error.
- 10. Liability; Indemnification; Interruption of Service; Force Majeure.** Except for its own acts of gross negligence or willful misconduct, C.M.G. shall not be liable to Client or any other person for any loss or damage, regardless of cause or negligence on C.M.G.'s part. C.M.G. does not assume and shall have no liability under this contract for failure to provide, or delay in providing, service due directly or indirectly to causes beyond the control and without the fault or negligence of C.M.G. or its subcontractors, including, but not restricted to, acts of God, of Governmental entities, or of the public enemy, strikes, or unusually severe weather conditions. Client's sole remedy for any such failure or delay shall be limited to a pro rata allowance based on the user charge for the time such failure or delay is attributable to the fault of C.M.G. or its subcontractors. Client agrees, however, that no allowance will be given if such single failure or delay does not exceed 72 hours. Client will indemnify and hold C.M.G. harmless from any loss, damage, or liability, consequential or otherwise, occasioned by, growing out or arising from any act or failure to act by Client, its agents or employees. In no event shall C.M.G. be liable for incidental or consequential damages.
- 11. Amendment.** No revision of this contract shall be valid unless made in writing and signed by an officer of C.M.G. and an authorized agent of Client.
- 12. Entire Contract.** This contract constitutes the entire contract of the parties and shall supersede all prior offers, negotiations, and contracts.
- 13. No Waiver.** Failure or delay on the part of C.M.G. to exercise any right, remedy, power, or privilege (collectively "remedy") shall not operate as a waiver thereof or of any other remedy, nor shall any exercise or failure or delay in exercising any such remedy by C.M.G. with respect to a default hereunder be deemed or construed as a waiver of future defaults of the same or similar nature.
- 14. Severability.** If any provision of this contract or the application thereof to any person or circumstance shall, at any time or to any extent, be invalid or unenforceable, the remainder of this contract shall not be affected thereby.
- 15. Governing Laws.** The laws of the State of Minnesota shall govern the validity, interpretation and performance of this contract and any claim or cause of action arising therefrom or related thereto, save and except any such law of the State of Minnesota that would apply the laws of any other state or jurisdiction.
- 16. Expense of Enforcement.** If Client is in default, Client shall pay to C.M.G. all costs and expenses, including court costs and reasonable attorneys' fees, incurred by C.M.G. in exercising any of its rights or remedies hereunder or enforcing any of the provisions hereof.
- 17. Headings.** The headings used herein are solely for the purpose of reference.
- 18. Notice.** Any notice or demand required or permitted to be given or made hereunder shall be given or made by certified or registered mail or Western Union Mailgram to the addresses given on the reverse side. C.M.G. or Client may from time to time designate any other address for this purpose by written notice to the other party.