



**MAINTENANCE AGREEMENT
FOR END USER COMMUNICATIONS EQUIPMENT**

1. **SERVICE:** Polar Communications, Inc. ("Polar") agrees to provide repair and maintenance of equipment and/or software (collectively "Services") for _____ ("Customer") according to the terms and conditions set forth in this Maintenance Agreement ("Agreement").
2. **TERM AND TERMINATION:** This Agreement is effective on _____ and shall remain in effect unless cancelled or terminated for twelve (12) months ("Term"). This Agreement may be canceled upon not less than thirty (30) days' written notice is given by Customer, subject to the Termination Liability specified in Paragraph 9 below. If no such notice is timely issued by either party, the Term of this Agreement will automatically renew for twelve (12) months. Upon termination, if parties have not renewed this Agreement or entered into a new Agreement for Services, Polar may provide, but is not obligated to provide, maintenance service to Customer pursuant to its standard time and material rates that may be in effect at that time
3. **SERVICE CHARGES:** Polar will provide Service pursuant to the terms of this Agreement at rates indicated on Exhibit-1, subject to limitations found in Paragraph 5 of this Agreement.
4. **MAINTENANCE SERVICES PROVIDED:** Subject to condition contained herein, Polar shall maintain the equipment and software described in Exhibit-1. Service provided by Polar under this Agreement will be rendered during regular business hours (8:00 a.m. to 4:30 p.m.), (Monday through Friday), excluding weekends and Polar-recognized holidays ("Maintenance Window".) Appointments will be scheduled according to Polar's normal operating schedule. Maintenance requested by Customer to be performed outside the Maintenance Window will be charged at premium time, including call out (4 hour minimum) if applicable
5. **SERVICE LIMITATIONS:** Services provided under this Agreement are for the repair and maintenance of equipment and software used by Customer under normal business operations but exclude battery replacement. Polar reserves the right to suspend or terminate this Agreement should it determine that equipment and/or software are being used in violation of prudent business practice including, but not limited to, vandalism and other such abuse.
6. **ADDITIONS:** If new or additional equipment and/or software are added subsequent to the date of the initial installation, a new monthly charge may be computed to cover increased costs of maintaining the equipment and/or software added. Such revisions will be reflected as an amendment of Exhibit 1 of this Agreement and will be concurrent with the Term of this Agreement.

UPGRADES, UPDATES & ADDITIONS: This Agreement does not include upgrades, including programming modifications, and updates of hardware, software and firmware to the most current level of operation. Customer is solely responsible for the cost of such upgrades and/or updates including any installation fees that may apply. In the event that such upgrades and/or updates require a modification to Exhibit-1 of this Agreement, parties will amend Exhibit-1.

8. **PAYMENT SCHEDULE:** The first payment due under this Agreement will be on the commencement of the Agreement. Unless purchased on an annualized basis, Services will be billed to Customer each month. Payment will be considered timely made if such payment is received in readily available funds on or before the invoice due date. Any payment not received on or before the invoice due date will be considered late and be subject to applicable late fees. Accounts not paid within 45 days' of the invoice due date will be suspended and subject to Termination Liability pursuant to Paragraph 9 of this Agreement.

9. **TERMINATION LIABILITY:** The Termination Liability for early termination of the Maintenance Agreement is the current monthly maintenance fee times the number of remaining months in the Term.

10. **EXCLUSIONS:** Although Polar will respond to any service request as required above, this Agreement does not cover damages to failure of the equipment and/or software caused by misuse, negligence, fire, flood, wind, acts of God or public enemy, power surges, battery failure, or installation, repair, alteration, or improper wiring, by any party other than Polar. Repairs necessitated by any of the above excepted causes and/or service work for moves, changes or equipment and/or software additions shall be made by Polar and the charges for labor and materials shall be paid to Polar by the customer upon receipt of any invoice for said charges. Maintenance of customer premise wiring is not included under this Agreement.

11. **ASSIGNMENT:** This Agreement shall not be transferred or assigned by the customer without the express written consent of Polar.

12. **PERFORMANCE:** Polar shall under no circumstances be liable for any special incidental or consequential damages for loss, damage or expense, directly or indirectly, arising from the Customers' equipment and/or software or from any other cause.

13. **ENTIRE AGREEMENT:** The provisions contained in this Agreement constitute the entire Agreement between Polar and the customer with regard to the subject matter herein and any alterations or modifications hereto must be in writing, referenced to the Agreement, and be executed by the customer and Polar.

IN WITNESS WHEREOF, the parties hereto enter into this Maintenance Agreement.

Customer: _____

Polar Communications, Inc

Address: _____

PO Box 270
Park River, ND 58270

Phone: _____

701-284-7221

Authorized by (Signature)

Authorized by (Signature)

Printed Name

Printed Name

Title

Account Executive
Title

Date

Date

