

This MAINTENANCE AGREEMENT is subject to these terms and conditions:

(1) Definitions.

For the purpose of brevity and uniformity all references to Bearcom in the agreement will be construed to mean Bearcom, a division of TR Corporation and all references to Customer shall be construed as meaning and applying to the party named as Customer on agreement and its permitted assigns and transferees and all references to the equipment shall be construed as meaning and applying to the equipment described on the agreement and all parts added thereto or replaced therein in the course of maintenance pursuant to this agreement.

(2) Work.

Bearcom agrees to provide maintenance for the Customer of the equipment beginning and ending on the dates indicated if the Customer makes the payments herein specified. Maintenance on systems or bases will be carried out during business hours, unless the 24/7 option is taken, wherein Bearcom will respond to a callout within the time frame listed on the agreement. Mobile units will be removed and reinstalled in different vehicles at Customer's request at the prices prevailing at that time. Maintenance shall include the labor and parts required to repair equipment, which has become defective through normal wear and usage. Maintenance does not include the repair or replacement of equipment, which has otherwise become defective including, but not limited to damage caused by accidents, physical abuse or misuse of the equipment, acts of God and fires. This agreement does not include maintenance of any transmission line, antenna, tower or tower lighting, unless such work is described on the agreement but such maintenance may be furnished upon request at mileage, material and labor rates charged by Bearcom for maintenance work under new maintenance agreements entered into at the time of such request. Upon receipt of a written request from the Customer, Bearcom will maintain units identical with any units covered by this maintenance agreement for the same monthly maintenance fees and on the same terms and conditions set forth herein.

(3) Maintenance Agreement Requirements

All equipment that will be covered under the maintenance agreement will be required to pass an Optimum Performance Service (OPS) prior to being accepted, charged at prevailing parts and labour rates. Any equipment which does not meet manufacturers specifications or acceptable performance levels by Bearcom will be required to be brought up to standard at prevailing parts and labour rates or otherwise be excluded. New equipment purchased within 90 days of the agreement will be accepted without an OPS.

(4) Maintenance standards.

The equipment will be maintained by Bearcom or its subcontractor in accordance with these standards:

- (1) Original manufacturers parts or parts of equal quality will be used;
- (2) oil, water, dust and foreign substances will be removed from the equipment;
- (3) the equipment will not be subject to mechanical abuse;
- (4) the equipment will be maintained at levels necessary to provide the required communication;
- (5) routine maintenance procedures prescribed from time to time by the original equipment manufacturer for its equipment will be followed;
- (6) all maintenance work will be done by a qualified person or agency. The equipment will be inspected and adjusted periodically and as often as required; and
- (7) all maintenance work will be guaranteed for a period of 90 days, and replacement parts for the term provided by the manufacturer.

(5) Time and place of maintenance work.

Maintenance work on the base station and other fixed equipment shall be performed at the location of the equipment and the Customer shall furnish heat, light and power at these locations. Scheduled maintenance shall be carried out at intervals specified on the agreement. Mobile, portable and removable equipment shall be delivered by the Customer to the place of service indicated on the agreement, at the Customer's expense. The Customer shall

give Bearcom at least two days notice prior to delivery of a mobile unit for reinstallation.

(6) Payment.

On or about the date each payment is due as set forth on the agreement Bearcom will send the Customer an Invoice covering the maintenance fees for the next Payment period and the Customer shall pay the amount of said Invoice within fourteen (14) days of its date to Bearcom. Each Invoice shall be due and payable whether or not the equipment is operating and Bearcom may terminate this agreement by giving the Customer ten (10) days notice by certified mail if the Customer defaults in its payment to Bearcom. The Customer shall reimburse Bearcom for all patent licence fees, GST and other taxes or assessments now or hereafter imposed by or under the authority of any Federal, State or Local Law, rule or regulation with respect to the maintenance of the equipment.

(7) Right to subcontract.

Bearcom shall have the right to subcontract in whole or in part the maintenance work called for by this agreement. However, Bearcom shall not be relieved of any liability under this agreement on account of a subcontractor. Bearcom will notify the Customer of the name and address of each subcontractor.

(8) Radiocommunications Acts.

Applications and statements of fact when required under the Radiocommunications Act and regulations thereunder must be supplied by the Customer and the Customer is responsible for meeting all requirements of the said Act and regulations. However, Bearcom will provide the Customer with forms, advice, and technical assistance including frequency, modulation and power measurements to aid in meeting these requirements.

(9) Interruption of service.

Bearcom does not assume and shall have no liability under this agreement for failure to provide or for delay in providing maintenance for the equipment due directly or indirectly to cause beyond the control and without the fault or negligence of Bearcom or its subcontractor including, but not restricted to, acts of God, acts of the public enemy, acts of the Commonwealth, or any political subdivision of the foregoing, acts or defaults of the Customer its agents, employees, or subcontractors, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes and unusually severe weather conditions.

(10) Automatic renewal.

After the "Date Maintenance Ends" indicated on the agreement, the agreement shall continue for successive additional periods of three (3) months provided that either Bearcom or the Customer may terminate the agreement on the "Date Maintenance Ends" or thereafter upon 90 days written notice to the other party sent by certified mail to the address indicated here.

(11) Laws and regulations.

This agreement and the rights and obligations of the parties under it are subject to present and future valid orders and valid laws, rules and regulations of duly constituted authorities having jurisdiction.

(12) Waiver.

Failure or delay on the part of Bearcom or the Customer to exercise any right, power or privilege hereunder shall not operate as a waiver thereof.

(13) Prior negotiations.

The contract constitutes the entire agreement of the parties hereto and shall supersede all prior offers, negotiations and agreements.

(14) Amendment.

No revision of the agreement shall be valid unless made in writing and signed by Bearcom and an authorized agent of the Customer.

(15) Assignment.

No assignment or transfer in whole or in part of the agreement shall be binding upon Bearcom without its written consent.