

Technology Solutions, L.L.C.

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TERMS AND CONDITIONS TO MAINTENANCE AND REPAIR SERVICES AGREEMENT

Technology Solutions, L.L.C., ("Company") and Customer agree, pursuant to the Maintenance and Repair Services Agreement (the "Agreement") that Company shall provide maintenance and repair services for the equipment shown on the Equipment System Sales and Installation Agreement (the "Equipment") on the following terms and conditions:

1. Effective Date of Service. The maintenance and repair services under the Agreement shall begin on the date listed on the Agreement ("Effective Date of Service"), and the term of the Agreement shall be as provided under Equipment System Sales and Installation Agreement. The Agreement shall not be effective unless executed by a duly authorized representative of Company and by a duly authorized representative of Customer.

2. Equipment. During the term of the Agreement, Company hereby agrees to provide Customer with Company's maintenance and repair services as described in paragraph 4 for the Equipment.

3. Controlling Document. The Agreement (including Equipment System Sales and Installation Agreement) shall be in all respects the controlling document. Any maintenance agreement provided in previous hardware purchases, except where special pricing is applied, will be superseded by the Agreement. The Agreement may be modified or amended only by writing appropriately identified as a modification or amendment hereof and duly executed by both parties. If a purchase order or similar instrument is issued by Customer, such instrument shall be considered to be for Customer's internal use only and any provisions contained therein shall be inapplicable as the Agreement is the controlling document defining terms and conditions for maintenance and repair services.

4. Maintenance and Repair Services. Company will provide maintenance and repair services as described below during the term of the Agreement so long as Customer is not in default.

- a. Company will provide maintenance and repair services in accordance with generally accepted telephone industry standards, using personnel specially trained in maintenance and repair of the Equipment.
- b. Customer must promptly advise the Company of any significant Equipment malfunction regardless of the cause.
- c. Company will perform maintenance and repair services for all major malfunctions of the Equipment (defined as a failure of a console, or twenty percent or more of trunks out of service, or twenty percent or more of stations out of service within the Customer's system) or for any Equipment shown on Equipment System Sales and Installation Agreement. For major malfunctions, Company will provide service within the time specified by the Agreement after its receipt of a request for such service during the Principal Period of Maintenance ("PPM") which is defined by the Agreement. Maintenance and repair services will be performed either remotely or on-site as dictated by the type of malfunction.
- d. Company will perform maintenance and repair services for all minor equipment malfunctions (defined as any malfunction other than a major malfunction) during the PPM, and Company will respond within the time specified by the Agreement after its receipt of a request for such service. Maintenance and repair services will be performed either remotely or on-site as dictated by the type of malfunction.
- e. For Partner Support Customers, unless Customer has elected and paid for shift coverage as indicated in paragraph 5 of the Agreement, maintenance and repair of equipment malfunctions that Customer requests to be performed outside the PPM will be provided on a manpower availability basis at the Company's applicable Time and Material rates. If shift coverage is applicable, the Company will endeavor to respond to minor equipment malfunctions during the Applicable Shifts, within 1 business day of its receipt of a request for such services. –
- f. Company will bear the cost of labor and parts for services performed in repairing and maintaining the Equipment in good operating condition, subject explicitly to paragraph 11 (Limitation of Liability) of the Agreement. The maintenance of any software is limited to the application database of the Equipment. Company's services and materials do not under any circumstances extend to maintaining generic software or operating system software, other than normal reloading. This maintenance and support contract is for the purpose of providing break/fix hardware and software support in the event of hardware and software trouble or malfunction. This does not include and Technology

Solutions is not responsible for providing manufacturer recommended software or hardware upgrades, or system moves/adds/changes.

- g. Maintenance or repairs attributable to unauthorized attempts by Customer to repair or maintain the Equipment, fault or negligence of Customer, improper use or misuse of the Equipment by Customer, causes external to the Equipment (such as, but not limited to, power failure, air conditioning failure, or failure or malfunction of the external trunk or cable lines, abnormal power fluctuations, accident, casualty or neglect) or other performance-affecting events not caused by Company are outside Company's standard maintenance responsibilities and will be chargeable at the Company's applicable Time and Material rates.
- h. Replacement parts used in providing maintenance and repair may be new or refurbished, but equivalent to new in performance. Title to all parts provided under the Agreement shall remain with Company except that upon installation of parts in Customer's Equipment, title to those installed parts shall pass to Customer. The replaced parts shall become the property of the Company.
- i. The Company's maintenance responsibilities do not extend to equipment of the public telephone network nor is the Company responsible for malfunctions in the communication system or Equipment caused by malfunctions in the public telephone network or caused by abuse or misuse of the communication system or Equipment by other than the Company. Company's responsibilities are limited to the Customer's side of the point of connection between the Equipment and equipment operated by the local telephone utility. However, Company shall cooperate fully with the local telephone utility or other common carrier to isolate malfunctions to determine responsibility for correction thereof.
- j. Company and Customer acknowledge the Agreement confers no additional warranties for the Equipment maintained by Company.

5. Optional Maintenance Services. For Partner Support Customers, Customer may have 24 hours a day, 7 days a week or other customized coverage (for both major and minor failures) during a selected term by obtaining a supplemental shift coverage rider to the Agreement at an additional charge. Customer may obtain Company's dedicated on-site maintenance personnel service at a fixed charge each month upon agreement to Company's dedicated service option rider, for which Company will quote charges. Ninety (90) days written notice is required for commencement, alteration or cancellation of these special services.

6. Customer Responsibility. These responsibilities are intended to insure the best possible operating environment for the Equipment for trouble-free operation and service. Therefore, Customer agrees to:

- a. Maintain the Equipment in a clean, ventilated room. The temperature and humidity shall be maintained within the manufacturer's specified operating ranges.
- b. Limit access to equipment room to authorized personnel only.
- c. Allow Company personnel to conduct maintenance inspections during Customer's normal working hours. If Customer requests inspections at other times, overtime rates may apply.

7. Use of Communication System. During the term of the Agreement, Customer will operate the Equipment strictly in the manner prescribed by the manufacturer and Company, and Customer will not alter or permit any alteration of the Equipment or related software programs without the prior written consent of the Company. Equipment of the communication system may be moved only by or with the prior approval of the Company.

8. Charges. The Annual Maintenance Charges indicated in Equipment System Sales and Installation Agreement shall be applicable unless equipment or features are added or deleted from those set forth on Equipment System Sales and Installation Agreement. If equipment or features are added or deleted, the Maintenance Charges shall be subject to adjustment. Such adjustments shall be based on the unit rate for servicing the equipment or features added to or deleted from the Equipment base and will take effect at the end of the warranty period or the month following the addition or deletion to the Equipment base, whichever is later.

- a. The warranty period for equipment added, or for changes made, to the Equipment initially installed shall begin on its installation date and continue for the remainder, if any, of the system's warranty period, or for ninety (90) days, whichever is longer.
- b. The Company agrees to hold its annual service charges through the term of the Agreement and 12 months thereafter. After such period, the Company may adjust charges and rates on ninety (30) days prior written notice to Customer, provided that such charges shall be no higher than the then-current rates of Company for servicing like equipment

under similar circumstances. Changes made to the application database via remote terminal will be charged at Company's then current rates for such changes.

- c. The following are not included in the standard maintenance and repair services covered in paragraph 4: (i) furnishing expendables and supplies (platens, ribbons, thermal print elements, tape cartridges, etc.); (ii) labor, parts and other expenses for maintenance and repair not attributable to normal wear and tear; (iii) labor, repair or replacement of Equipment for those conditions, failures and performance-affecting events not part of the Company's normal duties to repair and maintain the Equipment, as outlined in paragraph 4; (iv) service provided at Customer's request outside the PPM, provided, however, that when remedial maintenance is commenced during the PPM and Customer permits the work to continue beyond such periods, additional charges shall not be applicable until the hours of work performed outside the PPM exceed one (1) hour; and (v) service required because of inadequate facilities on-site or by the failure of equipment or systems other than the Equipment, including without limitation, that furnished by the communications common carriers, by the power company, or by other vendors; or (vi) failure in auxiliary equipment or batteries.
- d. Any taxes imposed with respect to the Agreement or the services provided hereunder shall be chargeable to Customer. The maintenance charges shall be payable in advance and will be billed annually. Additional amounts payable hereunder shall be due within thirty (30) days of invoice date. Company may suspend service or declare the Agreement in default if any payment for charges is not made when due.

9. Term of Agreement: Termination. The Agreement shall begin on the Effective Date of Service and shall continue for the term listed under the Equipment System Sales and Installation Agreement. Thereafter, the Agreement will remain in effect until terminated. Effective at any time after the initial term, Customer or Company may terminate the Agreement on ninety (90) days prior written notice to the other party. Company shall have the right, totally within its sole discretion, to demand adequate assurance of performance or immediately terminate the Agreement by notice in writing to Customer in the event of (a) Customer's failure to pay amounts due or to cure any other default hereunder within fifteen (15) days after written notice to Customer, (b) the filing of any bankruptcy or insolvency petition by or against Customer, (c) an admission by Customer of its inability to pay its debts as they mature, (d) any other material default by Customer under the Agreement.

10. Removal and Relocation - Inspection and Repair. Company reserves the right to terminate the Agreement if Customer alters the Equipment or adds attachments thereto or performs moves, adds, or changes without prior written approval of Company, which approval shall not be unreasonably withheld. ANY SUCH ATTACHMENTS, MOVES, ADDS, OR CHANGES SHALL BE MADE AT CUSTOMER'S OWN RISK. Upon thirty (30) days prior written notice by Customer, Company agrees to provide at Customer's expense, Equipment relocation, removal, rearrangement, addition and/or similar services. All charges therefor shall be at Company's applicable rates. If the relocated site is outside a fifty (50) mile radius of the original site, new maintenance and repair service charges may apply.

If any item of Equipment was not under Company's maintenance service responsibility immediately prior to the commencement of maintenance under the Agreement, Company may elect to inspect that Equipment at Customer's expense to determine if it is in good operating condition, which for the purposes of the Agreement is defined as the level established for Equipment maintained by Company. Company shall make any repairs or adjustments then deemed necessary by Company to bring the Equipment up to good operating condition at Customer's expense prior to commencement of maintenance service and charges therefor. If Customer elects not to have Company make such repair or adjustments, the obligations of the parties under the Agreement, except for payment of the inspection fee, will terminate.

11. Limitation of Liability.

EXCEPT AS OTHERWISE MAY BE PROVIDED FOR SPECIFICALLY IN THE AGREEMENT, IN NO EVENT WILL COMPANY BE LIABLE TO OR THROUGH CUSTOMER FOR INDIRECT, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES INCLUDING WITHOUT LIMITATION, LOSS OF PROFITS, REVENUES OR DATA NOTWITHSTANDING THEIR FORESEEABILITY OR DISCLOSURE BY CUSTOMER TO COMPANY, AND COMPANY SHALL BE HELD HARMLESS AND INDEMNIFIABLE BY CUSTOMER FROM ANY AND ALL CLAIMS, SUITS AND DEMANDS FOR SUCH DAMAGES. COMPANY'S SOLE LIABILITY HEREUNDER SHALL BE LIMITED TO THE COSTS ASSOCIATED WITH THE PERFORMANCE OF WORK, REPAIRS, ADJUSTMENTS OR ANY COMBINATIONS THEREOF, AND/OR THE COST OF MATERIALS SUCH AS REPLACEMENT PARTS PROVIDED.

COMPANY SHALL NOT BE RESPONSIBLE FOR FAILURE TO PROVIDE SERVICE HEREUNDER: (1) AT LOCATIONS DEEMED HAZARDOUS TO THE HEALTH OR SAFETY OF COMPANY'S EMPLOYEES OR REPRESENTATIVES OR (ii) WHERE SUCH FAILURE RESULTS FROM CAUSES BEYOND THE REASONABLE CONTROL OF COMPANY, INCLUDING BUT NOT LIMITED TO ACTION OR INACTION OF THE CUSTOMER, ACTS OF GOD, ACTS OF GOVERNMENT, STRIKES OR LABOR DISPUTES (OTHER THAN BY COMPANY'S OWN EMPLOYEES), FAILURE OF TRANSPORTATION, FIRE, FLOOD OR OTHER CASUALTY, AND FAILURE OF SUBCONTRACTORS OR SUPPLIERS. NO RECOVERY OF ANY KIND AGAINST COMPANY OR ITS AGENTS FOR BREACH OF THE AGREEMENT SHALL BE GREATER IN AMOUNT THAN THE

COST OF SERVICES RENDERED AND/OR MATERIAL PROVIDED. COMPANY OR ITS AGENTS SHALL HAVE NO LIABILITY UNDER THE AGREEMENT FOR DAMAGES ARISING FROM MANUFACTURING, DESIGN OR INSTALLATION DEFECTS OF EQUIPMENT SERVICED, OR UNAUTHORIZED USE OF CUSTOMER'S SYSTEM AND/OR MATERIAL BY PERSONS OTHER THAN EMPLOYEES OF COMPANY OR ITS AGENTS. NEITHER COMPANY NOR ITS AGENTS SHALL BEAR ANY LIABILITY FOR USE OF THE MATERIAL OR SERVICES SOLD HEREUNDER IN CONNECTION WITH LIFE SUPPORT DEVICES OR SYSTEMS. IN NO EVENT SHALL COMPANY BE LIABLE TO CUSTOMER FOR ANY DAMAGES ARISING FROM OR RELATED TO FAILURE OR INTERRUPTION OF SOFTWARE PRODUCTS.

12. Assignment. Neither the Agreement nor the obligations arising hereunder may be assigned by Customer or Company without the prior written consent of the other party. Any prohibited assignment shall be null and void.

13. Notices. Any notice to Company hereunder shall be sent by registered mail to: TECHNOLOGY SOLUTIONS, L.L.C., 32320 Five Mile Road, Livonia, MI 48154.

14. General. The Agreement, as it may be amended from time to time, shall be governed by and construed in accordance with the substantive and procedural laws of the State of Michigan without giving effect to the principles of conflict of laws. Jurisdiction and venue shall be appropriate in the Circuit Court of Wayne, Michigan or the United States District Court for the Eastern District of Michigan, Southern Division. Failure of either party to enforce any right(s) hereunder shall not constitute a waiver of such right(s). Company reserves the right to charge interest on overdue accounts at the rate of eighteen percent (18%) per annum or the maximum lawful rate, whichever is lower. The Agreement cancels and supersedes any prior Agreement for maintenance of Equipment covered hereunder.

15. Entire Agreement. CUSTOMER, HAVING CAREFULLY READ ALL THE PROVISIONS OF THE AGREEMENT, ACKNOWLEDGES RECEIPT OF A COPY OF THE AGREEMENT AND EQUIPMENT SYSTEM SALES AND INSTALLATION AGREEMENT, AND ALL APPLICABLE TERMS AND CONDITIONS (found at www.ts-llc.com) WHICH TOGETHER ARE THE FINAL EXPRESSION OF THE AGREEMENT OF THE PARTIES RELATED TO THE SUBJECT MATTER HEREOF, AND THE COMPLETE AND EXCLUSIVE STATEMENT OF THE TERMS AGREED UPON. ALL PRIOR AGREEMENTS AND UNDERSTANDINGS BEING MERGED HEREIN, AND THAT THERE ARE NO REPRESENTATIONS, WARRANTIES OR STIPULATIONS, EITHER ORAL OR WRITTEN, NOT HEREIN CONTAINED.