

MAINTENANCE PLAN Terms and Conditions

THIS AGREEMENT is made between DENCOM, Inc. ("DENCOM") and the Customer ("CUSTOMER") listed on the MAINTENANCE PLAN ("PLAN") attached hereto. In consideration of the mutual covenants, agreements and conditions set forth herein, DENCOM agrees to provide maintenance on all equipment ("EQUIPMENT") listed on the Maintenance Plan Agreement.

1. CUSTOMER agrees to pay for the PLAN pursuant to the payment schedule listed on the PLAN. Dencom may suspend performance of its obligations under the PLAN without further notice if customer fails to maintain the payments according to the PLAN.

The rates itemized on the Plan assume that the system is in good working order and conforms to the manufacturer's standards for installation, routing maintenance, and documentation. Dencom reserves the right to modify its rates in the event of sub-standard systems and to suggest any corrective action needed to bring a system up to standards. Dencom will perform that work on a Per Visit basis. Once system conforms to standards, Dencom will enter into a Maintenance Plan Agreement.

2. REMOTE MAINTENANCE REQUIRED - For all Plans except Per Visit, Dencom requires Remote Maintenance Card (for Mitel SX100/200 analog systems) or Remote Maintenance 2400 baud modem (for SX200 Digital and SX2000 systems). Systems without Remote Maintenance will be charged an additional \$1.00 per port per month. DENCOM shall order one direct local line per device to be accessed from the Telephone Company for remote access if not previously installed. Customer agrees to pay of installation and monthly charges of these remote access lines.

3. BUSINESS HOURS - Dencom defines its business hours as 08:00 AM Pacific Time thorough 5:00 PM Pacific Time, Monday through Friday, except holidays.

4. HOLIDAYS - Dencom Holidays are generally those observed nationally and are listed in Dencom's employee handbook.

5. EXCLUSIONS - Faults or damage to EQUIPMENT caused by misuse, abuse, negligence, fire, Acts of God, work performed by non-DENCOM personnel without DENCOM's express written consent, failure of CUSTOMER to observe Environmental and Site Requirements including Power, Temperature and Humidity. Consumables such as printer paper and ribbons, batteries, and telephone designations and labels.

6. PARKING FOR DENCOM PERSONNEL - Parking for Dencom personnel shall be provided by CUSTOMER at its sole expense. If validations are not offered, CUSTOMER agrees to reimburse DENCOM for its parking expenses when invoiced.

7. PARTS - Parts to be repair will be exchanged for refurbished parts. Parts damaged beyond repair will be replaced with new or refurbished parts as available. Parts added for Moves And Changes carry a 30 day warranty. Each month, the amount you are billed for will be calculated based on the cards in your system. When cards are added or deleted, they will increase (or decrease) the number of billable ports effective the billing period immediately following the change in configuration.

8. PAYMENT TERMS - All PLANS are billed one month in advance on the first of the preceding month. Coverage will be suspended if payment is not received on or before 25 days from date of invoice. If coverage is suspended, CUSTOMER agrees to pay for all parts and labor on a Per Visit basis. CUSTOMER agrees to pay a finance charge of 1 1/2% per month, with a \$5 minimum finance charge per month, on all billings past due.

9. TERM, RENEWAL - This PLAN is an annual contract which will commence upon expiration of the initial Warranty Period, and will automatically renew annually unless terminated in writing 30 days prior to the end of the year.

10. EARLY TERMINATION BY CUSTOMER - Customer may terminate its obligations under this PLAN prior to the end of the term provided that: 1) CUSTOMER provides DENCOM with written notice of the nature of DENCOM's failure to perform its obligations under this PLAN. 2) DENCOM shall have 30 days from date of receipt of notice to correct any deficiency. 3) If deficiency is not corrected after 30 days, then customer may terminate PLAN by notifying DENCOM in writing and paying DENCOM all balances owing through termination date. Plans paid annually are only eligible for a pro-rated refund if the Early Termination provisions of the paragraph are complied with by CUSTOMER, and if customer notifies DENCOM at the time of notice of DENCOM's failure to perform (1) that CUSTOMER wishes to claim a pro-rated refund. CUSTOMER agrees that DENCOM may hold as security any information regarding CUSTOMER's EQUIPMENT, including system passwords, until all amounts owing DENCOM have been paid in full. Maintenance

11. INITIAL PLAN SELECTION. To ensure uninterrupted support of the system, a Full Service Maintenance Plan will automatically commence at the conclusion of the initial Warranty Period. Billing will be rendered for an Annual Plan (which includes a one-month discount). Customer shall have 30 days from date of that Billing to elect an alternate Plan, including Per Visit. If no election is made by Customer in writing within 30 days, the Full Service Plan billing shall be due and payable and the Full Service Plan shall be deemed to have been selected by Customer as if a Signed Maintenance Plan had been in force.