

**ORDINANCE 2008-15**

**An ordinance authorizing the Mayor and Fiscal Officer to enter into a three year contract with USA Mobility for all Alpha Paging services of the Village of Hiram's Police, Fire, and Emergency Medical Services (EMS) and declaring an emergency .**

**Whereas**, the Village of Hiram has an organized Police Department providing services and protection to the residents of the Village; and

**Whereas**, the Village of Hiram has an organized Fire Department that also furnishes Emergency Medical Services (EMS) for residents of the Village and by contractual agreement to the residents of Hiram Township, Portage County, Ohio; and

**Whereas**; at the Budget and Finance Committee of the Hiram Village Council held on May 27<sup>th</sup>, 2008 it was recommended by the Fire Chief and the Police Chief that USA Mobility was the best option to provide Alpha Paging services for the Village of Hiram Police, Fire, and EMS. The Budget and Finance Committee recommended that the Council of the Village of Hiram acceptance of the USA Mobility Alpha Paging service proposal.

**Now therefore be it ordained by the Council of the Village of Hiram, Ohio**, two thirds or more of the members elected thereto concurring that:

**Section 1:** The proposal by USA Mobility, in the amount of \$4.25 per pager is accepted, and the Mayor of the Village of Hiram and the Fiscal Officer are hereby authorized to enter into a three year contract with USA Mobility attached as Exhibit "A" in the approximate amount of \$103.36 per month for the police department and \$164.77 for the fire department. These amounts may change if more pagers are added by each department or pagers are removed by each department.

**Section 2:** There will be upfront costs to complete the transition from American Messaging to USA Mobility in the amount of \$113.35 for the police department and \$174.51 for the fire department. Payment of these upfront costs is hereby authorized.

**Section 3:** This ordinance is hereby declared to be an emergency measure, the particular emergency being to maintain continuity in pager service for the village's safety forces resulting in continued protection of the health and safety of the citizens of the Village of Hiram.

**Section 4:** It is found and determined that all formal actions of this Council concerning and relating to the adoption of this ordinance were adopted in an open meeting of this Council, and that all deliberations of this council and of any of its committees that resulted in such formal action, were in meetings open to the public, in compliance with all legal requirements, including Section 121.22 of the Revised Code of the State of Ohio.

PASSED IN COUNCIL ON July 8, 2008

ATTEST:

Kay E. Ziska  
Fiscal Officer

Mayor Lou Bertrand  
Mayor Lou Bertrand

I Kay E. Ziska, Fiscal Officer of the Village of Hiram, Ohio, hereby certify that the foregoing Resolution or Ordinance No. 2008-15 has been duly posted in the required 5 places.  
7-14-08 Kay E. Ziska  
Date Fiscal Officer, Village of Hiram

Exhibit "A"



SALES AND SERVICE AGREEMENT Page 1 of 1 Total # of devices 36

<input checked="" type="checkbox"/> NEW	<input type="checkbox"/> ADD ON	<input type="checkbox"/> EXCHANGE	<input type="checkbox"/> DISCONNECT	<input type="checkbox"/> CHANGE	<input type="checkbox"/> TRANSFER	<input type="checkbox"/> REINSTATE	<input type="checkbox"/> OTHER
OFFICE CODE <b>CLE</b>	OFFICE FAX #	CONTRACT DATE <b>5/21/2008</b>	CUSTOMER NO.	CUSTOMER NAME <b>Hiram Fire Dept.</b>	CUSTOMER TYPE <b>Gov</b>	OC#	
DATE OF BIRTH	SSN/FIN <b>34-0923412</b>	EMAIL ADDRESS:		CONTACT <b>Mike Brookover/Chief Bott</b>	BUS. TEL.# <b>(330) 569-9826</b>	EXT.	HOME TEL.#
BILLING ADDRESS				SHIP TO ADDRESS (IF DIFFERENT FROM BILLING ADDRESS)			
STREET <b>P.O. Box 85</b>				STREET			
STREET				STREET <b>11617 Garfield Road</b>			
CITY <b>Hiram</b>	ST <b>Oh</b>	ZIP CODE <b>44234</b>	CITY <b>Hiram</b>	ST <b>OH</b>	ZIP CODE <b>44234</b>		
CREDIT APPROVAL #	SALES REP # <b>4308</b>	SALES REP NAME <b>Steve Brown</b>	SPLIT	% <b>100</b>			
BILL CYCLE <b>17</b>	BILL FORMAT	<input type="checkbox"/> AGP <input type="checkbox"/> AGC <input checked="" type="checkbox"/> DET <input type="checkbox"/> MEDIA:	FINANCE CHARGE <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO	SVC CODE <b>PN1</b>	SIG CODE <b>9111</b>		
CONTRACT TERMS							
PARENT ACCT # <b>640792</b>	LEVEL	DISCOUNT ACCT.# <b>640792</b>	BILL TO: <input type="checkbox"/> PARENT <input checked="" type="checkbox"/> CHILD	P.O. FLAG <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO	PURCHASE ORDER #	P.O. EXPIRE DATE	P.O. SAMPLING
TAX EXEMPT <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO	STATE	TAX EXEMPT # <b>34-0923412</b>	CONTRACT TERM <input type="checkbox"/> 1YR <input checked="" type="checkbox"/> 2YR <input type="checkbox"/> 3YR <input type="checkbox"/> OTHER	Customer Initials			
START BILLING DATE	END BILLING DATE	REASON CODE <b>OB</b>	BILL PLAN RATES ARE: <input checked="" type="checkbox"/> MONTHLY <input type="checkbox"/> QUARTLY <input type="checkbox"/> SEMI-ANNUAL <input type="checkbox"/> ANNUAL				
CONTRACT DETAIL							
NUMBER OF UNITS ORDERED	<input type="checkbox"/> Own <input checked="" type="checkbox"/> Lease	<input checked="" type="checkbox"/> Own <input type="checkbox"/> Lease	<input type="checkbox"/> Own <input type="checkbox"/> Lease				
EQUIPMENT NO.	<b>35 lease alpha</b>	<b>1 burnt in</b>					
EQUIPMENT PURCHASE	<b>35 alphas</b>	<b>group cap</b>					
EIP CREDIT (IF APPLICABLE)	<b>N/A</b>	<b>N/A</b>					
NO. OF INSTALLS/CHARGE	<b>N/A</b>	<b>N/A</b>					
ANCILLARY EQUIPMENT CHARGES	<b>N/A</b>	<b>N/A</b>					
SERVICE TYPE/MODEL	<b>Alp/</b>	<b>Alp</b>					
CHANNEL/REQUENCY	<b>2R</b>	<b>2R</b>					
CAPCODE	<b>35 alpha</b>	<b>1 group</b>					
HOLDER	<b>see list</b>	<b>All call</b>					
FRONO CODE	<b>N/A</b>	<b>N/A</b>					
CFG (MARK X IF YES)	<b>N/A</b>	<b>N/A</b>					
DEVICE OR TELEPHONE #	<b>330-</b>	<b>330-</b>					
FIN	<b>N/A</b>	<b>N/A</b>					
ADDITIONAL TELEPHONE #	<b>OA</b>	<b>OA</b>					
OVERCALL CODE	<b>500</b>	<b>500</b>	<b>0.25</b>	<b>0.25</b>			
SERVICE PKG ALLOW/SPER OVERCALL	<b>N/A</b>	<b>N/A</b>	<b>0.50</b>	<b>0.50</b>			
OPER DISPATCH CALL ALLOW/SPER OVERCALL	<b>4.25ea</b>	<b>4.25ea</b>					
BASE RATE CHARGE	<b>N/A</b>	<b>N/A</b>					
MESSAGE CARBON COPY	<b>N/A</b>	<b>N/A</b>					
MYALIAS	<b>N/A</b>	<b>N/A</b>					
800#	<b>N/A</b>	<b>N/A</b>					
ADD FEATURE CODE/CHARGE	<b>uva</b>	<b>uva</b>	<b>0</b>	<b>0</b>			
ADD FEATURE CODE/CHARGE	<b>eme</b>	<b>eme</b>	<b>0</b>	<b>0</b>			
COVERAGE CODE/CHARGE	<b>neo</b>	<b>neo</b>	<b>0</b>	<b>0</b>			
VOICEMAIL CODE/CHARGE	<b>N/A</b>	<b>N/A</b>	<b>0</b>	<b>0</b>			
SUB OF BASE RECURRING CHRGS.	<b>4.25ea</b>	<b>4.25ea</b>					
PROTECT/MAINT CODE/CHRG/DEDUCTIBLE	<b>N/A</b>	<b>N/A</b>	<b>60.00</b>	<b>N/A</b>			
PTC CHARGES	<b>.25ea</b>	<b>.25ea</b>					
REGULATORY/GOVT. PROGRAM FEES	<b>VARIABLE</b>	<b>VARIABLE</b>	<b>VARIABLE</b>				
OTHER RECURRING CHARGES	<b>4.50ea x 35</b>	<b>4.50ea</b>					
TOTAL RECURRING CHARGES	<b>157.50</b>	<b>4.50</b>	<b>1.35ea</b>				
COMMENTS:							
<b>Cust. Rec. 30 days free service.</b>	Total Equipment Charges	<b>\$0.00</b>					
<b>vm=3.00, spafas=4.00, MCC=3.00</b>	First Bill Plan	<b>\$162.00</b> ✓					
<b>Initial 4 boxes on right side and sign 2 spots at bottom of 1st page.</b>	Admin. Connect/Charges	<b>\$0.00</b>					
<b>Multi-Messenger=varies by units</b>	Admin. Fee	<b>\$0.25</b>					
	Deposit	<b>\$0.00</b>					
	Total Tax / Surcharges	<b>variable</b>					
<b>Price doesn't include FCC fees at 1.356%</b>	Shipping / Handling	<b>\$9.99</b>					
INTERNAL USE ONLY <input type="checkbox"/> AIR/INITIAL <input type="checkbox"/> C/O/INITIALS	GRAND TOTAL DUE	<b>\$172.24</b>					

Equipment Model  
Installation Term  
(Total tax on Equipment billed up front)  
Customer Liable for Balance

ACCOUNT DISCONNECT/SWAP FEES  
Account Disconnect Fee: \$25.00  
Swap Fee: \$10.00

SALES SUMMARY CHECKLIST  
I understand the policies regarding:  
 Admin Fee  
 Airtime Charges  
 Automatic Payments  
 Cancellation Policy & Fees  
 Equip. Charges & Returns  
 Overcall Plan  
 Payment Options Methods & Obligations  
 Payphone Charges  
 Reactivation Charges  
 Received Service Guide  
 Reg./Gov. Program Charges  
 Received Terms & Conditions  
 Shipping Fees

PAYMENT INFORMATION  
 VISA  MC  DISCOVER  AMEX  CASH  CHECK  
 APS CHECK# AMOUNT: CR. CARD# EXP DATE  
 AMT: AUTH#  
 CARD HOLDER NAME: SIGNATURE:  
 AUTO-CHARGE OPTION: CREDIT CARD  CHECK ACCT

MY SIGNATURE HEREBY ACKNOWLEDGES THAT I HAVE REVIEWED THE SALES SUMMARY ON JULY ABOVE AND I HAVE READ AND ACCEPTED THE CONTRACTUAL TERMS AND CONDITIONS APPEARING IN THE REVERSE SIDE OF THIS AGREEMENT AND IN THE SERVICE GUIDE POSTED AT THE TIME OF PURCHASE.  
 I AUTHORIZE YOU TO CHECK MY REFERENCE AND TO SUBMIT MY NAME AND COMPANY NAME TO CREDIT INFORMATION BUREAU FOR APPROVAL PURPOSES. I UNDERSTAND THAT THE APPLICABLE TAXES AND SURCHARGES WILL BE ADDED AT THE TIME OF BILLING.  
**KAY E. Ziska** 7/15/08  
 AUTHORIZED SIGNATURE DATE  
**KAY E. ZISKA** Fiscal Officer  
 PRINT NAME AND TITLE  
 USA MOBILITY WIRELESS, Inc. SIGNATURE



SALES AND SERVICE AGREEMENT Page 1 of 1 Total # of devices 16

<input checked="" type="checkbox"/> NEW		<input type="checkbox"/> ADD ON		<input type="checkbox"/> EXCHANGE		<input type="checkbox"/> DISCONNECT		<input type="checkbox"/> CHANGE		<input type="checkbox"/> TRANSFER		<input type="checkbox"/> REINSTATE		<input type="checkbox"/> OTHER	
OFFICE CODE <b>CLE</b>		OFFICE FAX #		CONTRACT DATE <b>5/21/2008</b>				CUSTOMER NO. <b>002/</b>							
CUSTOMER NAME <b>Hiram Police Dept.</b>		CUSTOMER TYPE <b>Gov</b>		DATE OF BIRTH		SSN/FIN <b>34-0923412</b>		EMAIL ADDRESS:		HOME TEL. #		BUS. TEL. # <b>(330) 596-3236</b>		EXT.	
CONTACT <b>Mark Lombardi</b>		BILLING ADDRESS		SHIP TO ADDRESS (IF DIFFERENT FROM BILLING ADDRESS)											
STREET <b>P.O. Box 65</b>				STREET				STREET <b>11617 Garfield Road</b>							
CITY <b>Hiram</b>		ST <b>Oh</b>		ZIP CODE <b>44234</b>		CITY <b>Hiram</b>		ST <b>Oh</b>		ZIP CODE <b>44234</b>		SALES REP # <b>4308</b>		SALES REP NAME <b>Steve Brown</b>	
CREDIT APPROVAL #		BILL CYCLE <b>17</b>		BILL FORMAT		FINANCIAL CHARGE <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO		SVC CODE <b>PN1</b>		SPLIT <b>% 100</b>		SVC CODE <b>PN1</b>		SVC CODE <b>911</b>	
PARENT ACCT # <b>640782</b>		LEVEL		DISCOUNT ACCT. # <b>640782</b>		BILL TO: <input type="checkbox"/> PARENT <input checked="" type="checkbox"/> CHILD		P.O. FLAG <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO		PURCHASE ORDER #		P.O. EXP DATE		P.O. \$ AMOUNT	
TAX EXEMPT <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO		STATE		TAX EXEMPT # <b>34-0923412</b>		CONTRACT TERM <input type="checkbox"/> 1YR <input type="checkbox"/> 2YR <input type="checkbox"/> 3YR <input type="checkbox"/> OTHER		Customer Initials		START BILLING DATE		END BILLING DATE		REASON CODE <b>OB</b>	
BILL PLAN RATES ARE: <input checked="" type="checkbox"/> MONTHLY <input type="checkbox"/> QUARTLY <input type="checkbox"/> SEM-ANNUAL <input type="checkbox"/> ANNUAL		CONTRACT DETAIL		EQUIPMENT PURCHASE PLAN											
NUMBER OF UNITS ORDERED		<input type="checkbox"/> Own <input checked="" type="checkbox"/> Lease		<input checked="" type="checkbox"/> Own <input type="checkbox"/> Lease		<input type="checkbox"/> Own <input type="checkbox"/> Lease		Equipment Model		Installation Term		Customer Uptime for Balance		Customer Initials	
EQUIPMENT NO.		<b>15 lease alpha</b>		<b>1 burnt in</b>				Equipment Model		Installation Term		Customer Uptime for Balance		Customer Initials	
EQUIPMENT PURCHASE		<b>15 alphas</b>		<b>group cap</b>				Equipment Model		Installation Term		Customer Uptime for Balance		Customer Initials	
EIP CREDIT (IF APPLICABLE)		<b>N/A</b>		<b>N/A</b>				Equipment Model		Installation Term		Customer Uptime for Balance		Customer Initials	
NO. OF INSTALLS/CHANGES		<b>N/A</b>		<b>N/A</b>				Equipment Model		Installation Term		Customer Uptime for Balance		Customer Initials	
ANCILLARY EQUIPMENT CHARGES		<b>N/A</b>		<b>N/A</b>				Equipment Model		Installation Term		Customer Uptime for Balance		Customer Initials	
SERVICE TYPE/MODEL		<b>Alp/</b>		<b>Alp</b>				Equipment Model		Installation Term		Customer Uptime for Balance		Customer Initials	
CHANNEL/FREQUENCY		<b>2a</b>		<b>2a</b>				Equipment Model		Installation Term		Customer Uptime for Balance		Customer Initials	
CAPCODE		<b>15 alpha</b>		<b>1 group</b>				Equipment Model		Installation Term		Customer Uptime for Balance		Customer Initials	
HOLDER		<b>see list</b>		<b>All call</b>				Equipment Model		Installation Term		Customer Uptime for Balance		Customer Initials	
PROMO CODE		<b>N/A</b>		<b>N/A</b>				Equipment Model		Installation Term		Customer Uptime for Balance		Customer Initials	
CPG (MARK X IF YES)		<b>N/A</b>		<b>N/A</b>				Equipment Model		Installation Term		Customer Uptime for Balance		Customer Initials	
DEVICE OR TELEPHONE #		<b>330-</b>		<b>330-</b>				Equipment Model		Installation Term		Customer Uptime for Balance		Customer Initials	
PIN		<b>N/A</b>		<b>N/A</b>				Equipment Model		Installation Term		Customer Uptime for Balance		Customer Initials	
ADDITIONAL TELEPHONE #		<b>N/A</b>		<b>N/A</b>				Equipment Model		Installation Term		Customer Uptime for Balance		Customer Initials	
OVERCALL CODE		<b>QA</b>		<b>QA</b>				Equipment Model		Installation Term		Customer Uptime for Balance		Customer Initials	
SERVICE PKG ALLOW/SPER OVERCALL		<b>500 is 0.25</b>		<b>500 is 0.25</b>				Equipment Model		Installation Term		Customer Uptime for Balance		Customer Initials	
OPER DISPATCH CALL ALLOW/SPER OVERCALL		<b>N/A is 0.50</b>		<b>N/A is 0.50</b>				Equipment Model		Installation Term		Customer Uptime for Balance		Customer Initials	
BASE RATE CHARGE		<b>4.25ea</b>		<b>4.25ea</b>				Equipment Model		Installation Term		Customer Uptime for Balance		Customer Initials	
MESSAGE CARBON COPY		<b>N/A</b>		<b>N/A</b>				Equipment Model		Installation Term		Customer Uptime for Balance		Customer Initials	
NYALIAS		<b>N/A</b>		<b>N/A</b>				Equipment Model		Installation Term		Customer Uptime for Balance		Customer Initials	
800#		<b>N/A</b>		<b>N/A</b>				Equipment Model		Installation Term		Customer Uptime for Balance		Customer Initials	
ADD FEATURE CODE/CHARGE		<b>uva is N/A</b>		<b>uva is N/A</b>				Equipment Model		Installation Term		Customer Uptime for Balance		Customer Initials	
ADD FEATURE CODE/CHARGE		<b>eme is N/A</b>		<b>eme is N/A</b>				Equipment Model		Installation Term		Customer Uptime for Balance		Customer Initials	
COVERAGE CODE/CHARGE		<b>stv is 1</b>		<b>neo is N/A</b>				Equipment Model		Installation Term		Customer Uptime for Balance		Customer Initials	
VOICEMAIL CODE/CHARGE		<b>N/A is N/A</b>		<b>N/A is N/A</b>				Equipment Model		Installation Term		Customer Uptime for Balance		Customer Initials	
SUB OF BASE RECURRING CHRG.		<b>5.25ea</b>		<b>4.25ea</b>				Equipment Model		Installation Term		Customer Uptime for Balance		Customer Initials	
PROTECT/MAINT CODE/CHRG/DEDUCTIBLE		<b>pro is 1.00</b>		<b>N/A is N/A</b>				Equipment Model		Installation Term		Customer Uptime for Balance		Customer Initials	
PTC CHARGES		<b>.25ea</b>		<b>.25ea</b>				Equipment Model		Installation Term		Customer Uptime for Balance		Customer Initials	
REGULATORY/GOVT. PROGRAM FEES		VARIABLE		VARIABLE		VARIABLE		Equipment Model		Installation Term		Customer Uptime for Balance		Customer Initials	
OTHER RECURRING CHARGES								Equipment Model		Installation Term		Customer Uptime for Balance		Customer Initials	
TOTAL RECURRING CHARGES		<b>6.50eax15</b>		<b>4.50ea</b>				Equipment Model		Installation Term		Customer Uptime for Balance		Customer Initials	
COMMENTS:		<b>Cust. Rec. 30days free service.</b>		<b>vm=3.00, spares=4.00, MCC=3.00</b>		<b>Initial 4 boxes on right side and sign 2 spots at bottom of 1st page.</b>		<b>Multi-Messenger-varies by units</b>		<b>Price doesn't include FCC fees at 1.356%</b>		INTERNAL USE ONLY <input type="checkbox"/> AIR/INITIAL <input type="checkbox"/> OIG/INITIALS		Total Equipment Charges <b>\$0.00</b>	
														First Bill Plan <b>\$101.76</b>	
														Admin. Connect/Charges <b>\$0.00</b>	
														Admin. Fee <b>\$0.25</b>	
														Deposit <b>\$0.00</b>	
														Total Tax / Surcharges <b>variable</b>	
														Shipping / Handling <b>\$9.99</b>	
														GRAND TOTAL DUE <b>\$111.99</b>	
														USA MOBILITY WIRELESS, Inc. SIGNATURE	

- SALES SUMMARY CHECKLIST**
- I understand the policies regarding:
- Admin Fees
  - Activation Charges
  - Automatic Payments
  - Cancellation Policy & Fees
  - Equip. Charges & Returns
  - Overcall Plan
  - Payment Options Methods & Obligations
  - Payphone Charges
  - Reception Charges
  - Received Service Guide
  - Reg./Govt. Program Charges
  - Returned Terms & Conditions
  - Shipping Fees

**PAYMENT INFORMATION**

MCA  MC  DISCOVER  AMEX  CASH  CHECK

APR CHECK # \_\_\_\_\_ AMOUNT: \_\_\_\_\_

OR CARD# \_\_\_\_\_ EXP DATE \_\_\_\_\_

AMT: \_\_\_\_\_ AUTH# \_\_\_\_\_

CARD HOLDER NAME \_\_\_\_\_

SIGNATURE: \_\_\_\_\_

AUTO-CHARGE OPTION: CREDIT CARD  CHECK ACCT

MY SIGNATURE HEREUNDER ACKNOWLEDGES THAT I HAVE REVIEWED THE SALES SUMMARY CHECKLIST ABOVE AND I HAVE READ AND ACCEPT THE CONTRACTUAL TERMS AND CONDITIONS APPEARING ON THE REVERSE SIDE OF THIS AGREEMENT AND IN THE SERVICE GUIDE POST D BY USA MOBILITY WIRELESS/SERVICE GUIDE PEE. BY SIGNING BELOW, I AUTHORIZE YOU TO OBTAIN MY REFERENCES AND TO BURN MY NAME AND/OR COMPANY NAME TO CREDIT INFORMATION BUREAU FOR APPROVAL PURPOSES. I UNDERSTAND THAT THE APPLICABLE TAXES AND SURCHARGES WILL BE APPLIED AT THE TIME OF INVOICING.

**Kay E. Ziska** 7-15-08  
AUTHORIZED SIGNATURE DATE  
**KAY E. ZISKA** Fiscal Officer  
PRINT NAME AND TITLE

**TERMS AND CONDITIONS**

The terms and conditions stated herein are part of the Sales and Service Agreement and, if applicable, are in addition to any additional terms stated in any Special Offering and shall govern the relationship between the customer identified in the Sales and Service Agreement (the "Subscriber") and Metrocall, Inc., a USA Mobility company (the "Company") with respect to the subject matter hereof. In addition, the Company's "Service Guide," posted on the Company's website at [www.usamobility.com/pdf/serviceguide.pdf](http://www.usamobility.com/pdf/serviceguide.pdf), a copy of which will be provided to you by your sales representative upon request (the "Service Guide") is incorporated by reference herein, and the terms and conditions contained in the Service Guide, as amended from time to time, are made a part hereof as fully as if set forth herein. Collectively, the Sales and Service Agreement, these terms and conditions, the Service Guide and any Special Offering are the "Agreement." Capitalized terms not defined herein will have the meaning attributed to them in the Service Guide. By signing the Sales and Services Agreement, you are accepting the terms and conditions of this Agreement and you agree to the terms and conditions of Company's Acceptable Use Policy and Privacy Policy (as either may be amended from time to time), which are available at [www.usamobility.com](http://www.usamobility.com) and incorporated into this Agreement. IF YOU DO NOT ACCEPT THE TERMS AND CONDITIONS OF THIS AGREEMENT, INCLUDING THE SERVICE GUIDE, PLEASE RETURN YOUR COMMUNICATION DEVICE(S) WITHIN FOURTEEN (14) DAYS OF YOUR RECEIPT THEREOF UPON THE EARLIER OF YOUR USE OF THE SERVICES (AS DEFINED BELOW) OR THE EXPIRATION OF THE FOURTEEN-DAY PERIOD. SUBSCRIBER AGREES TO BE BOUND HEREBY. THE LAWS OF YOUR STATE MAY GIVE YOU A LONGER PERIOD OF TIME IN WHICH TO REJECT OR TERMINATE THIS AGREEMENT, IN WHICH CASE THE LONGER PERIOD PROVIDED BY THE LAWS OF YOUR STATE WILL APPLY.

maintenance or loss protection, as more fully described in the Service Guide. Subscriber's election is noted on the Sales and Service Agreement.

7. Security Interest: Subscriber hereby grants to Company a purchase money security interest in all Purchased Devices for which Subscriber has not paid in full on or before the Contract Date listed on the first page of this Agreement. Subscriber consents to Company's filing of any and all appropriate financing statements to perfect such purchase money security interest, without the need for Subscriber's signature on the same. If local law requires Subscriber to sign any such financing statement, Subscriber will do so upon Company's request and return the same to Company within two (2) business days of Subscriber's receipt of the financing statement(s).

8. Term: The initial term of this Agreement shall commence on the date that the Device is activated and shall continue for the period set forth in the "Contract Term" box on the first page hereof (the "Initial Term"). Upon the expiration of the Initial Term, this Agreement shall remain in full force and effect for additional one (1) year Terms; provided that either party may give thirty (30) days' prior written notice of non-renewal in accordance with the procedures of the Service Guide. The Initial Term, together with any extensions shall be referred to as the "Term."

**9. Default; Termination:**

(a) Subscriber will be in default hereunder (i) if Subscriber fails to pay an invoice in full within fifteen (15) days of the date specified on the invoice (unless disputed in accordance with the terms and conditions of the Service Guide) or (ii) in the event of any other material breach by Subscriber that remains uncorrected for more than thirty (30) days after written notice describing the breach from Company. IF CUSTOMER IS IN DEFAULT HEREUNDER, THEN WITHOUT PRIOR WRITTEN NOTICE BY COMPANY, COMPANY MAY TAKE ANY OR ALL OF ACTIONS SPECIFIED IN THE SERVICE GUIDE UNDER THE SECTION ENTITLED "DEFAULT, TERMINATION."

(b) Company will be in default hereunder in the event of a material breach by Company that remains uncorrected for more than thirty (30) days after written notice describing the breach from the Subscriber. In addition to the other remedies specified herein, and subject to the limitations specified herein or in the Service Guide, Subscriber may pursue any and all remedies available to it at law and equity, including termination.

(c) This Section is subject to the provisions of the Service Guide under the heading "Force Majeure."

**10. Cancellation:**

(a) Subscriber may cancel this Agreement, in whole or with respect to fewer than all Devices, on no less than thirty (30) days' prior written notice, subject to the terms, conditions and procedures detailed in the Service Guide. Without limiting the generality of the foregoing, cancellation for reasons other than Company's breach may result in liability for a termination fee, as provided for in the Service Guide.

(b) Company reserves the right to terminate this Agreement upon not less than thirty (30) days' notice to Subscriber, subject to the terms and conditions in the Service Guide.

11. Charges; Payment Terms: "Charges" for Service and Device(s) shall be set forth on the invoice. The terms and conditions of the Service Guide govern pricing policies, price adjustments, payment methods and procedures, taxes and fees, and all policies, and payment dispute procedures. Customer shall be responsible for all taxes, fees, surcharges or assessments imposed on the Service or the Device(s) in accordance with the terms of the Service Guide. IF SUBSCRIBER HAS AGREED TO AUTOMATIC PAYMENTS, AS INDICATED ON THE SALES AND SERVICE AGREEMENT, SUBSCRIBER AGREES THAT ITS CREDIT CARD LISTED THEREON WILL BE AUTOMATICALLY CHARGED FOR ALL CHARGES, INCLUDING TAXES, FEES, OVERCHARGES OR OTHER APPLICABLE AMOUNTS. IN THE EVENT SUBSCRIBER DESIRES TO CANCEL PRIOR TO THE EXPIRATION OF THE INITIAL TERM A ID SUBSCRIBER HAS AGREED TO MAKE PAYMENTS BY AUTOMATIC PAYMENT, SUBSCRIBER'S CREDIT CARD AND/OR CHECKING ACCOUNT SHALL BE BILLED FOR THE BALANCE OF THE INITIAL TERM.

12. Miscellaneous. The Service Guide governs issues regarding the interpretation and enforcement of this Agreement, including without limitation, choice of law, venue for litigation, waivers and modifications of the terms of this Agreement, construction of provisions of the Agreement, severability, compliance with laws, use of intellectual property and notices.

13. This Agreement may be executed in counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument.

1. Services: Subject to the terms and conditions stated herein, Company shall provide the services ordered by Subscriber (the "Services") consistent with the prevailing and reasonable standards of the wireless messaging industry. Services may include telecommunications services or facilities supplied by other carriers or other third parties and selected by Company at its sole option and discretion.

2. Service Interruptions; Credits: Company's policies with respect to service interruptions and billing credits are contained in the Service Guide.

3. Warranty Disclaimer: EXCEPT AS EXPRESSLY STATED IN THE SERVICE GUIDE, COMPANY MAKES NO WARRANTIES, EXPRESS, IMPLIED OR STATUTORY, CONCERNING THE SERVICE OR DEVICE OR COMPANY'S FACILITIES, NETWORK OR SYSTEM, OR THE CONTENT, CONFIDENTIALITY OR ACCURACY OF ANY INFORMATION TRANSMITTED VIA COMPANY'S FACILITIES, NETWORK OR SYSTEM, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR USE OR PURPOSE, OR NON-INFRINGEMENT, ALL OF WHICH COMPANY SPECIFICALLY DISCLAIMS.

4. Limitation on Liability: NOTWITHSTANDING ANY PROVISION OF THIS AGREEMENT TO THE CONTRARY, NEITHER COMPANY NOR ITS SUPPLIERS SHALL BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL LOSS OR DAMAGES OF ANY DESCRIPTION ARISING OUT OF THE SUBJECT MATTER OF THIS AGREEMENT, REGARDLESS OF THE CAUSE THEREFORE, AND REGARDLESS OF WHETHER SUCH LIABILITY IS ASSERTED IN CONTRACT, TORT (INCLUDING NEGLIGENCE) OR ANY OTHER CLAIM.

5. Indemnity: Other than as specifically provided to the contrary elsewhere herein, Subscriber hereby indemnifies and holds Company harmless from any and all claims, actions, proceedings, expenses, damages and liabilities (including reasonable attorneys' fees) (each, a "Claim") resulting from or arising out of: (i) any breach by Subscriber of its obligations under this Agreement (including without limitation, breach of Company's Acceptable Use Policy, Privacy Policy, and any other materials that are incorporated herein by reference); (ii) any violation by Subscriber of a third party's Intellectual Property rights (as defined in the Service Guide) in connection with the use of the Device or Services under this Agreement; (iii) any violation by Subscriber of any federal, state or local laws governing the use of the Device or Services; (iv) the use or operation of the Device or the Services; (v), or any acts, errors, negligence, representations or omission of the Subscriber or its employees, affiliates or agents; and (vi) any costs or expenses incurred by Company in exercising any of its rights or remedies hereunder or enforcing any of the terms, conditions or provisions hereof, including, without limitation, any Claim arising out of any exposure to or arising from Radiofrequency (RF) emissions, if any. This Indemnification shall survive the termination or expiration of this Agreement by two (2) years.

6. The Device: As indicated on the Sales and Service Agreement, Subscriber has requested to purchase or lease the one-way receiving and/or two-way receiving and transmitting device(s) described thereon (each a "Device"). Company agrees to sell the Device and any accessories (the "Purchased Device"), or lease the Device and any accessories (the "Leased Device") to Subscriber on the terms and conditions stated in the Service Guide. Subscriber may be offered, and may elect to purchase,