
This agreement is entered into between Maverick Networks Inc. (hereinafter referred to as “Maverick Networks”) and County of Inyo, (hereinafter referred to as “Customer”). It is intended to constitute a master agreement the terms and conditions of which shall govern the routine telecommunications and/or network service relationship between Maverick Networks and Customer.

1) **Entire Agreement:** This Agreement contains the entire agreement between the parties with regard to the subject matter hereof, and supersedes all prior discussion or agreements between the parties, whether oral or written. Maverick Networks is not bound by any representation or inducements not set forth herein.

2) **Term of Agreement and Renewal Clause:** The term of this Agreement shall be for a period of one (1) year commencing on the first (1st) day of the contract period found on Schedule “A”, and shall be renewed automatically for up to four (4) successive equal terms thereafter until terminated in writing as provided herein. Each renewal of this Maintenance Agreement shall be subject to the same terms and conditions herein contained except that the service fee due Maverick Networks for each renewal period shall be at the rate then charged by Maverick Networks for similar maintenance services (Not to exceed 5% annual increase). Either party may terminate this Agreement by giving the other party written notice of termination thirty (30) days prior to any term anniversary date.

3) **Maintenance Fee:** The fee for maintenance services to be performed under this agreement is based upon the current configuration of the telecommunications and/or network systems at the relevant Customer facilities. This amount and the terms of payment are set forth in the attached Schedule “A”. Itemized lists of the equipment to be covered at each Customer facility are also included in Schedule “A”. However, whenever a substantial system reconfiguration occurs mid-year, either Maverick Networks or Customer may request a recalculation. A substantial system reconfiguration is defined as an increase or decrease of at a minum 25% of the system capacity of working components.

4) **Maintenance Services to Be Performed:** Maverick Networks agrees to furnish all parts and labor required to maintain the equipment in good working condition, without charge, during Maintenance Coverage Hours as described on the attached Maintenance Description. Service required outside of the Maintenance Coverage Hours will be subject to our standard charges as set forth in Schedule A. Maverick Networks agrees to replace or repair equipment parts as necessary without additional charge to Customer. Replacement parts may include reconditioned parts. Maintenance parts will be furnished on an exchange basis, and the parts that are replaced become the property of Maverick Networks. Service provided under this Agreement does not guarantee uninterrupted operation. Software upgrades that are non-emergencies will be a planned interrupted operation and scheduled after hours. In addition:

- a) Maverick Networks will provide assistance with all large adds, moves and changes on either a bid or a time and materials basis;
- b) Maverick Networks will provide all new equipment and equipment not covered under this service agreement at its discounted maintenance contract customer pricing;
- c) Customer will provide certain station level equipment and materials required for its remedial service such as jacks and cable; Maverick Networks will provide any required supplemental station level equipment on a time and materials basis.

5) **Excluded Services:** Maintenance service under this Agreement does not include any service after the equipment has been serviced, repaired, moved or relocated by other than Maverick Networks or authorized Maverick Networks agent. Maintenance service also does not include repair or service required as a result of:

- a) neglect, theft, or accidental damage of the equipment;
- b) alterations or modifications to the equipment performed by other than Maverick Networks or authorized Maverick Networks agent;
- c) However, Maverick Networks accepts that Customer’s own personnel will perform routine maintenance to the systems, but retains the right to charge for labor time required to correct such changes if necessary.
- d) the failure of Customer to provide and maintain a suitable installation environment at all facilities as prescribed by Maverick Networks (including, but not limited to, proper electrical power, air conditions, or humidity control);
- e) the use of supplies or materials not meeting Maverick Networks’ specifications;
- f) the use of the equipment for purposes other than those for which it was designed;
- g) electrical work external to the equipment or service connected with equipment relocation, reconfiguration or additions;
- h) cutoff of services to Customer by any utility;
- i) acts of God.



Initial _____

6) **Response Times:** Maverick Networks will respond with remedial telephone initiated action to non-emergency telephone maintenance requests by the close of business, 5 PM PST, next business day. If on-site maintenance is determined to be required in non-emergency situations, Maverick Networks will provide this on-site maintenance by the close of business, 5 PM PST, next business day of the determination that it is required. In emergency situations, Maverick Networks will respond with remedial telephone initiated action within three (3) hours. If on-site maintenance is determined to be required in emergency situations, Maverick Networks will provide this on-site maintenance within three (3) hours of the determination that it is required.

6a) **Emergencies Defined:** 1. Complete System Failure; 2. Inability to make or receive calls; 3. More than ten (10) stations are totally inoperable; 4. Call Center (ACD) group failure; 5. Attendant position failure; 6. Entire Trunk Group inoperative; 7. Any multi user (two or more) outage lasting longer than six (six) business hours; 8. System restarts and/or reboots; 9. Major System Alarm. All other Service Requests shall be deemed Non-Emergency maintenance.

7) **Equipment Access:** In the performance of all services set forth herein, Maverick Networks shall have, and Customer shall hereby grant, full and unrestricted access to the premises on which the equipment is located. Maverick Networks' responsibility to repair shall be limited to Customer's side of the point of connection between Customer's equipment and the utility service or long distance carriers.

8) **Taxes:** In addition to the charges due under this Agreement, Customer agrees to pay amounts equal to any taxes resulting from the Agreement or any activities hereunder exclusive of taxes based upon Maverick Networks' net income.

9) **Limitation of Liability:** In the performance of this Agreement, Maverick Networks shall be liable only for the expense of providing routine repair, replacement parts and maintenance service. Further, no liability will arise if the performance of such service is prevented by declared government emergencies, civil disturbances, strikes or other causes beyond Maverick Networks' control. Customer agrees that neither Maverick Networks nor its agents and employees shall be liable for any loss or damage to the equipment or other property, injury or death of Customer's agents, employees or customers arising in connection with the maintenance services provided by Maverick Networks under this Agreement unless such loss, damage, injury or death results solely from the gross negligence or willful misconduct of Maverick Networks' agents or employees. While Maverick Networks takes responsibility for providing satisfactory maintenance services, it makes no claim that it can maintain this equipment in a manner to prevent fraudulent intrusions including, but not limited to, toll fraud, and the unauthorized use of voice processors and voice mail systems. Therefore, no express or implied warranty is made against any such fraudulent uses that may be made of the equipment.

In the event Maverick Networks breaches any warranty, Customer's exclusive remedy will be that Maverick Networks makes any necessary equipment adjustments, repairs or parts replacements to the equipment after Maverick Networks determines that the equipment does not conform to warranty. In no event shall Maverick Networks, its agent and employees be liable for indirect, incidental or consequential damages including without limitation, any loss of business, damage or expense, whether or not Maverick Networks has received notice of the possibility or certainty of such damages or loss, directly or indirectly arising from Customer's inability to use the equipment, either separately or in combination with any other equipment, form routing and programming errors, unauthorized trespass or programming, software and/or equipment, modem lines and long distance carrier services; and intrusions of the equipment by fraudulent callers, including, but not limited to, toll fraud and the unauthorized use of voice processors and voice mail systems.

10) **Miscellaneous:** This Agreement shall not be amended or altered unless such amendment or alteration is put in writing and approved, by signature, by the authorized representatives of all parties hereto. In the event of any proceeding, voluntary or involuntary, in bankruptcy or insolvency by or against Customer, or in the event of the appointment, with or without Customer's consent, of an assignee for the benefit of creditors, or of a receiver, Maverick Networks' failure to exercise any of its rights herein shall not constitute or be deemed a waiver or forfeiture of such rights. Customer expressly consents to jurisdiction within the State of California. No delay or omission to exercise any right, power or remedy available to Maverick Networks upon any breach or default of Customer under this Agreement shall impair consent or approval of any kind or any breach or default, or any waiver of any provision of this Agreement will only be effective if in writing and approved and signed by both parties and shall be effective only to the extent set forth in writing.

Agreed and Accepted By:

Signature _____ Date _____
Maverick Networks, Inc.



Signature _____ Date _____
County of Inyo
Customer

Print Name _____ Title _____