



CUSTOMER AGREEMENT

Date: _____

Customer Information:

Organization: _____

Address: _____

City, State: _____

Zip Code: _____

Telephone: _____

Contact: _____

THIS CUSTOMER AGREEMENT is made and entered into on the date above by and between (“Customer”) as detailed above, and SECOND SIGNAL, whose principal place of business is Cumberland, Maine (“Second Signal”).

WITNESSETH:

In consideration of good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. Services. Customer hereby agrees to engage Second Signal to render the services (“Services”) and provide the deliverables (“Deliverables”), related to the relay and retransmission of information. Second Signal hereby accepts such engagement upon the terms and conditions set forth in this Agreement and agrees to perform services hereunder in a professional and workmanlike manner.

2. Term and Termination.
 - (a) This Agreement shall continue in force until terminated as provided herein.
 - (b) Either party may terminate this Agreement for any reason at any time upon thirty (30) days’ written notice to the other party.
 - (c) Termination of this Agreement shall not affect rights and obligations accruing prior to the date of termination.

3. Compensation. In consideration of the Services to be rendered and Deliverables to be provided by Second Signal hereunder, Second Signal shall be paid the fees set forth in Schedule A attached hereto, payable at the rate and in the manner described on said Schedule A.

4. Indemnification. To the fullest extent permitted by law Customer hereby agrees to defend, indemnify and hold harmless Second Signal, including its principals, agents, employees and officers, from and against any and all claims, demands, costs or expenses (including reasonable attorneys' fees) arising out of or relating to (i) breach by Customer of its covenants or representations hereunder, or (ii) the Deliverables or performance of Second Signal's Services under this Agreement unless such claims, demands, costs or expenses are finally adjudicated to be a result of Second Signal's gross negligence or willful misconduct.

5. No Representations/Limitation of Liability.

- (a) THE SERVICES AND DELIVERABLES ARE PROVIDED BY SECOND SIGNAL HEREUNDER "AS IS." SECOND SIGNAL MAKES NO WARRANTIES, REPRESENTATIONS OR GUARANTEES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT, REGARDING THE SERVICES TO BE PERFORMED OR DELIVERABLES TO BE PROVIDED HEREUNDER OR THE FUNCTIONALITY, PERFORMANCE, SUITABILITY OR CAPABILITY OF ANY COMPUTER SOFTWARE AND/OR HARDWARE OWNED, LEASED OR USED BY CUSTOMER AND/OR PROVIDED OR SUGGESTED BY SECOND SIGNAL.
- (b) IN NO EVENT WILL SECOND SIGNAL OR ANY PRINCIPAL, OFFICER, DIRECTOR, AGENT, EMPLOYEE OR CONTRACTOR THEREOF BE LIABLE TO CUSTOMER OR ANY THIRD PARTY FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES (INCLUDING WITHOUT LIMITATION INDIRECT, SPECIAL, PUNITIVE OR EXEMPLARY DAMAGES FOR LOSS OF BUSINESS, LOSS OF PROFITS, BUSINESS INTERRUPTION, OR LOSS OF BUSINESS INFORMATION) ARISING OUT OF OR RELATING TO THIS AGREEMENT OR SECOND SIGNAL'S SERVICES OR DELIVERABLES HEREUNDER, OR ANY ERRORS OR OMISSIONS THEREIN OR RELATING THERETO, EVEN IF SECOND SIGNAL HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
- (c) ANY LIABILITY OF SECOND SIGNAL, ITS AFFILIATES, LICENSORS, EMPLOYEES, AGENTS OR CONTRACTORS. INCLUDING WITHOUT LIMITATION ANY LIABILITY FOR DAMAGES (INCLUDING WITHOUT LIMITATION DAMAGE OR HARM TO PERSONS OR PROPERTY) CAUSED OR ALLEGEDLY CAUSED BY ANY FAILURE OF PERFORMANCE, ERROR, OMISSION, INTERRUPTION, DELETION, DEFECT, DELAY IN OPERATION OR TRANSMISSION, COMPUTER VIRUS, COMMUNICATIONS LINE FAILURE, THEFT OR DESTRUCTION OF, UNAUTHORIZED ACCESS TO, ALTERATION OF, OR USE OF RECORDS OR DATA, OR FOR BREACH OF CONTRACT, TORTIOUS BEHAVIOR, NEGLIGENCE, OR UNDER ANY OTHER CAUSE OF ACTION, SHALL BE STRICTLY LIMITED TO THE LESSER OF (a) THE AMOUNT PAID TO SECOND SIGNAL BY CUSTOMER IN CONNECTION WITH THE SPECIFIC SERVICES OR DELIVERABLE FROM WHICH THE LIABILITY DERIVES OR (b) THE AMOUNT PAID TO SECOND SIGNAL IN THE TWELVE (12) MONTHS PRIOR TO THE CLAIMED INJURY OR DAMAGE.

6. Appropriate Use.

- (a) Customer agrees and acknowledges that the Services and Deliverables provided by Second Signal are not a primary solution to relay and retransmission of information, but are to be used by Customer to augment Customer's primary communications tools and to provide additional information where possible.
- (b) Customer agrees that the Services and Deliverables provided by Second Signal shall not under any circumstances be used in lieu of, as a replacement for, or as an alternative to an appropriate primary emergency dispatch system upon which life, safety, and property may depend.
- (c) Customer agrees that all information to be carried, stored, relayed, or sent by Second Signal will be non-confidential information legally accessible by the general public in the manner of open air radio traffic. At no time shall Customer use Second Signal to transmit, store, or relay confidential, secret, or potentially dangerous information.

7. Severability. The provisions of this Agreement are deemed by the parties to be severable, and the invalidity or unenforceability of any one or more of the provisions of this Agreement shall not affect the validity or enforceability of any other provision.
8. Waiver of Breach. The waiver by either party of any breach of any provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach of any provision of this Agreement.
9. Arbitration. Any controversy or claim arising out of or relating to this Agreement or a breach thereof shall be settled by arbitration in accordance with the governing rules of the American Arbitration Association in Portland, Maine. Judgment upon the award rendered may be rendered in any court of the State of Maine. Customer and Second Signal agree in the event of arbitration that the breaching party will pay and be responsible for all of the non-breaching party's arbitration fees and costs, including reasonable attorneys' fees, relating to any breach or violation of this Agreement (the "Cost"); provided that if both parties are held to be in breach of this Agreement, each party shall pay its or his own costs.
10. Entire Agreement. This Agreement sets forth the entire understanding between the parties relating to the subject matter of Second Signal's Services and Deliverables supersedes any previous understandings or agreements written or oral, between Second Signal and Customer. This Agreement may be modified only by an agreement in writing, signed by both parties.
11. Successors, Heirs and Assigns. This Agreement shall inure to the benefit of and binding upon the parties hereto and their respective successors, heirs and assigns; provided that neither party may assign this Agreement or any rights or duties hereunder without the prior written consent according to the term of service chosen of the other party.
12. Governing Law. This Agreement shall be governed by and construed and interpreted in accordance with the laws of the State of Maine, without regard to principles of conflicts of law thereunder.

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed under seal and delivered as of the date first written above.

Witness:

[CUSTOMER]

By: _____

Print Name: _____

Title: _____



CUSTOMER AGREEMENT

SCHEDULE A

Payment and Period

1. In consideration of the Services to be rendered and Deliverables to be provided by Second Signal under this Agreement, Customer shall pay the following fees:

(a) Service Fees (May be monthly, quarterly, annual, or biannual)

\$_____ per _____ for each term of service

(b) Setup / Initial Fees

\$_____ As an initial startup fee to cover installation and support

\$_____ For computer hardware and/or software provided.

2. All such fees shall be invoiced periodically according to the term of service chosen. All payments shall be made within thirty (30) days of invoice date. Second Signal reserves the right to assess interest at the rate of 1.5% per month for any unpaid balance due over sixty (60) days.

3. Second Signal may terminate services at any time for an unpaid balance due over 60 days. In the event services are terminated Second Signal may require payment in full for any balance and may in addition assess additional late fees and/or require a deposit be paid prior to reinstatement of service. Second Signal reserves the right to refuse to reinstate accounts which have been suspended due to an overdue unpaid balance.