

APPENDIX D to DIR-TSO-3040
MURATEC MAINTENANCE AGREEMENT

COVERAGE AND TERM. During the term of the Agreement, Muratec will furnish parts and service necessary to maintain the equipment in good working condition, normal wear and tear excepted, at the price stated on the reverse side hereof. If Muratec is notified by Customer, during the term of this Agreement, that the equipment is not in good working condition, Muratec will, during established service ability hours, make necessary adjustments and repairs, including replacement of parts. Service will be performed on site unless the Agreement states Depot Service Plan. Depot service will be performed at a Muratec Depot Repair Center specified by Muratec. Muratec service availability hours are 8:30 a.m. to 5:00 p.m., Monday through Friday excluding Muratec recognized holidays. Parts used to repair equipment may be either new or reconditioned at Muratec's option. Customer agrees to provide reasonable access to equipment during Muratec service hours.

SERVICE LIMITATIONS. This Agreement does not cover the following: (i) equipment owned or operated outside the United States of Puerto Rico; ii) damage or other product failure due to causes beyond Muratec's control, such as, but not limited to, abuse, theft, fire, flood, wind, lightning, electrical power failures, or improper power, power reduction, unusual atmospheric conditions, failure of, or improper telephone lines, modified or altered equipment and failures due to incompatible supplies or equipment; (iv) items such as trays, antennas, battery packs, and paper; (v) service resulting from unauthorized third party or customer repairs. If Muratec provides maintenance or responds to a call which is outside the scope of this agreement, such maintenance shall be billed to the Customer at Muratec's then-current rates for maintenance and parts and shall be due and payable in full upon receipt of invoice in accordance with Appendix A, Section 8J of DIR Contract No. DIR-TSO-3040.

CANCELLATION. Cancellation must be requested in writing to Muratec America, Inc. 3301 East Plano Parkway, Suite 100, Plano, Texas 75074 with thirty day (30) written notice.

LIABILITY LIMITATIONS. Muratec's total liability is limited to repair and maintenance of the equipment during the term of this agreement. Muratec will not be liable to the Customer or any other party for any personal injury or indirect, consequential or incidental damage, including, but not limited to, loss of use, revenue or profit. Muratec will not be liable for any delay or failure to perform obligations due to any cause beyond its reasonable control, including without limitation, performing services at a location deemed by Muratec as hazardous to health or safety, acts of God or government, labor difficulties, power failures, or failure of improper telephone lines.

DEFAULT. Customer shall be in default of this Agreement if Customer: (i) fails to make any payment to Muratec or its agent in accordance with Appendix A, Section 8J of DIR-TSO-3041; or (ii) breaches any other term or condition of this Agreement and fails to cure such breach within 10 days. In the event of a default, Muratec may, in addition to other remedies, declare all sums due under the terms of this Agreement and terminate this Agreement.

JURISDICTION. This Agreement shall be interpreted and enforced according to laws of the state of Texas.