PRODUCT SERVICE PROGRAM AGREEMENT

THIS PRODUCT SERVICE PROGRAM AGREEMENT ("Agreement") is made and entered into as of <<Effective Date>> (the "Effective Date") by and between FieldComm Group, Incorporate, a not-for-profit corporation with an office located at 9430 Research Blvd., Suite 1-120, Austin, TX 78759, USA ("FieldComm") and <<Company Name>>, a <<Company Type e.g. Corporation >>, having an address of << Customer Address >> ("Customer"). Each of FieldComm and Customer may be referred to herein as a "party" and together as the "parties."

1.   DEFINITIONS

The following terms have the meanings given below unless otherwise specified in this Agreement:

1.1   "Affiliates" shall mean any corporation, company or other entity, which is Controlled by, Controls or is under common Control with Customer directly or through one or more intermediaries as long as such Control exists. For purposes of this definition, "Control" shall mean (i) the ownership of the majority of such corporations', company's or other entity's voting stock or the majority of its voting rights, (ii) the right to directly or indirectly appoint the majority of the members of the managing or administrative board or of similar managing authority with the power to represent such corporation, company or other entity, or (iii) the power to direct or cause the direction of the management by contract or otherwise.

1.2   "Pre-release Version," shall mean a version of the software provided to the Customer for sole purpose of internal testing and assisting FieldComm in refining and modifying the software.

2.   SCOPE OF AGREEMENT

2.1   This Agreement is executed for providing software updates and maintenance services as set for in Section 5 to the Customer who has already executed an End User License Agreement ("License Agreement") as set forth in Exhibit A. The terms of this Agreement shall supplement the terms of the License Agreement. In the event of any direct conflict between the terms of this Agreement and the original License Agreement, the terms of the original License Agreement shall supersede and have control.

2.2   The terms of this Agreement shall commence on the date ("Effective Maintenance Date") and shall remain in force for the length of time ("Maintenance Term") as set forth in Exhibit A. Thereafter, this Agreement shall be automatically renewed for successive terms subjects to Customer's payment of the maintenance fee on or before the expiry of the agreement or before the expiry of any successive renewal, whichever is applicable. ("Anniversary Date")

2.3   In the event the Customer fails to pay maintenance fee at the then current rate on or before the Anniversary Date, this agreement shall be deemed automatically terminated, provider however that at FieldComm's option and subject to the payment by Customer of the then current Maintenance Fee and Maintenance Reinstatement Fee, this agreement may be reinstated after such termination.

2.4   This Agreement shall not be construed as providing a new License Agreement for the software.

3.   PRODUCT MAINTENANCE SERVICES

3.1   During the term of this Agreement, FieldComm will provide Customer with the following Product Maintenance Services:

(a)   Reasonable efforts to correct errors or bugs in the software, provided, however, Customer acknowledge and agrees that (i) FieldComm may provide work-arounds in lieu of actual error corrections or bug fixes; and (ii) FieldComm may not be able, with reasonable efforts, to correct every error or fix every bug identified by Customer or by others;

(b)   New updates, releases or versions of the software for which FieldComm does not charge a separate license fee, as such updates, releases or versions are made commercially available;

(c)   Pre-release versions of the software for internal testing only;

(d)   Support for previous releases or versions of the software for the period specified at the time such new release or version is provided to Customer;

(e)   Hardware Replacement for defective FieldComm Test Kit hardware due to failure from normal use. FieldComm hardware may be replaced at no charge. In addition, should the Test Kit hardware require updating (e.g., due to hardware obsolescence), replacement hardware will be provided at no additional charge in most cases;

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(f)   FieldComm will pay return shipping costs to the Subscriber for shipment of repaired or replacement Test Kit hardware. The Subscriber must cover shipping to FieldComm for RMA evaluation; and

(g)   Telephone and web-based support, in the amount of up to 12 hours per term between the hours of 9:00 a.m. and 5:00 p.m., US Central Time, Monday through Friday, excluding national holidays, to assist Customer in using the covered product.

3.2   Product Maintenance Services do not include:

(a)   Support to any third-party contractors;

(b)   Charges for enhancements that are offered, at FieldComm's sole discretion, to Customer upon payment of a fee established by FieldComm;

(c)   On-site support;

(d)   Training;

(e) Third-party hardware and related supplies may receive warranty and support directly from the original equipment manufacturer where noted. FieldComm will assist with warranty communications to the original equipment manufacturer whenever possible;

(f) Damage caused by any of the following: accident, abuse, misuse, liquid contact, fire, earthquake or other external cause;

(g) Damage caused by operating in an improper environment (including lack of proper temperature or humidity), unusual physical or electrical stress or interference, or failure or fluctuation of electrical power;

(h) Any hardware that has been opened, disassembled, or modified; and

(i) Telephone or web based support in excess of the limit stated in section 3.1.

4. MAINTENANCE FEE AND PAYMENT TERMS

4.1 Customer agrees to pay FieldComm a Maintenance Fee, at the then current rate according with the payment schedule set for on the invoice for the Standard Maintenance Services. The current pricing schedule is available from FieldComm.

4.2 The Maintenance Fee provided hereunder are exclusive of any sales or use taxes, import or export duties, or any other like taxes or assessments (collectively, "Applicable Taxes"). Customer shall be solely responsible for the payment of any Applicable Taxes. Licensee hereby authorizes FieldComm to collect, withhold or pay Applicable Taxes, if any, as required by any local laws.

4.3 Reinstatement Fee applies to a lapsed Product Service Program Agreement. The Agreement may be reinstated by paying a reinstatement fee (25% of the then current tool purchase price) plus the annual maintenance fee.

5. OBLIGATIONS OF CUSTOMER

5.1 Customer shall notify FieldComm of Customer's designated technical contact. To the maximum extent practicable, Customer's communications with FieldComm will be through the technical contact.

5.2 Customer agrees to install all corrections of substantial defects, minor bug fixes and updates, including any enhancements, for the software in accordance with the instructions and in order of receipt from FieldComm.

5.3 Customer agrees not to modify, enhance or otherwise alter the software and/or hardware, unless and only to the extent specifically authorized in the original License Agreement or the prior written consent of FieldComm is obtained.

5.4 Upon detection of any error in the software and/or hardware, Customer, as requested by FieldComm, agrees to provide FieldComm a listing of output and any other data, including databases and backup systems that FieldComm reasonably may request in order to reproduce operating conditions similar to those present when the error occurred.

6. TERMINATION

6.1 FieldComm shall have the right to terminate this Agreement and all services provided pursuant to this Agreement (i) upon termination of the Customer's License Agreement by either part for any reason, (ii) if Customer is no longer an affiliate according to the License Agreement, or (iii) if Customer or its employees or agents violate any provision of this Agreement and Customer fails to cure such violations within 60 days after the receipt of written notice from FieldComm.

7. GENERAL PROVISIONS

7.1 Neither this Agreement, nor any terms and conditions contained herein, shall be construed as creating a partnership, joint venture, agency relationship or franchise between Customer and FieldComm. Except as provided in this Agreement, neither party shall have any right, power, or authority to act or to create any obligation, express or implied, on behalf of the other.

7.2 No waiver of any provision of this Agreement shall be effective unless it is made in writing and signed by the party against whom such waiver is sought to be enforced. No failure or delay by either party in exercising any right or remedy under this Agreement, except as provided herein, shall be deemed to be a waiver of any such right or remedy. No amendment or modification of any provision of this Agreement shall be effective unless it is made in writing and signed by both parties.

7.3 This Agreement, and any rights or obligations hereunder, shall not be assigned or sublicensed by either party without the prior written authorization of the other party. In the event of an assignment to a successor in interest to all of a party's assets or substantially all of a party's assets or to a parent or wholly owned subsidiary of a party, or in case of a disinvestment or restructuring of Customer this Agreement shall inure to the benefit of and be binding upon successors or purchasers or equivalent of substantially all of either party's assets.

7.4 All notices, demands, requests or other communications hereunder shall be made in writing and addressed to the office of the respective party noted on page 1 of this Agreement. Notice shall be deemed received and effective on the earlier of actual receipt, two (2) days after deposit with a nationally recognized overnight courier, or seven (7) days after deposit in the mail – certified and return receipt request. Notices in the form of an e-mail are acceptable if recipient confirms such notice by equivalent means promptly (and in no event less than one business day). In the event that such confirmation has not been received by the sending party within such one business day period, the sending party may thereafter provide notice by the other means permitted hereunder.

7.5 Neither party shall be considered in default or in breach or to have incurred any liability hereunder due to any failure in its performance of this Agreement should such failure arise out of causes beyond its reasonable control, including, without limitation, work stoppages, fires, riots, accidents, floods, storms, widespread unavailability of utilities or fuel, widespread Internet failures, or other similar failures or occurrences (each a "force majeure" event). The time for performance shall be extended for a period equal to the duration of the conditions preventing performance.

7.6   The ownership, liability, and confidentiality obligations shall survive termination of this Agreement by either party for any reason.

7.7   The parties have read this Agreement and agree to be bound by its terms. This Agreement constitutes the complete and entire agreement of the parties and supersedes all previous communications, oral or written, and all other communications between the parties relating to this Agreement and to the subject matter hereof.

7.8   If any part of this Agreement is found by a court of competent jurisdiction or other competent authority to be invalid, unlawful, or unenforceable, then such part shall be severed from the remainder of this Agreement which shall continue to be valid and enforceable to the fullest extent permitted by laws. If any provision of this Agreement is held to be unenforceable as written but may be made enforceable by limitation, then such provision shall be enforceable to the maximum extent permitted by applicable law.

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

IN WITNESS WHEREOF, FieldComm and Customer have caused this Agreement to be signed and delivered by their duly authorized officers, all as of the date first written above.

FieldComm Group, Inc.   **Customer:** _____

By:_____   By:_____

Name:_____   Name:_____

Title:_____   Title:_____

Date:_____   Date:_____

EXHIBIT A

License Agreement	<Title> between FieldComm Group and <Company> dated <date>
Effective Maintenance Date	<Effective Date>
Maintenance Term	<term e.g. 12 Months>