

TTI National Paging Order Form

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AGENT SSN/DEALER S	SN	
PHONE NUMBER		
	SUB AGENT ID _	
d	ships (name must match SS # at AGENT SSN/DEALER S: PHONE NUMBER	STATE CT NAME CONTACT PHOTO d last name of RESPONSIBLE PERSON required if so ships (name must match SS # at left) AGENT SSN/DEALER SSN

PAGERS

- 1. 1-Way Bravo FLX Numeric (Metro Area Coverage)
- 2. 1-Way Advisor Elite Alphanumeric (Metro Area Coverage)
- 3. Enhanced 1-Way Motorola PF-1500 (Nationwide Coverage)
- 4. QuickReply Interactive (Nationwide Coverage)
- 5. Interactive Motorola PW2000X (Nationwide Coverage) (Includes PW2000X Accessory Kit (1985A))

Activation fee (1980A) and Shipping Charges (2693A) apply to all pagers.

PURCHASE PLAN

- A. Lease
- B. Purchase (Pager charge will appear on your first invoice)

PROTECTION PLAN

- C. Maintenance & Loss (Purchased Units Only)
- D. Loss Protection (Leased Units Only)

PAGER INFORMATION				Indicate Optional services with an X									
PIN Holder Name	Holder Name Indicate Pager w/Numbers 1-5		w/Numbers 1-5 Payment Plan Protection		Indicate tection Plan Letters C-D	Personnel Toll-Free		Voice Mail		Nationwide Now* (2690A)	Operator Dispatch (1974A)	Metro Area**	
Example: Sally Doe	2	Ш	Α	М Ш	D	Ш	Х	Ш	Х	S III	Х		MS
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^{*} Nationwide Now - Only applies to pagers 1 and 2

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MAC (One Way and Enhanced One Way only)
Mindows 2.1 (For all Doging Continue)

Windows 2 1	(For all Paging Services)
VVIIIUUVVS Z. I	(FOI all Pauliu Services)

^{**} Metro Area - See page 2 for coverage areas



Coverage Resource Guide and Codes

Metro Coverage Areas:

AL Alabama AK Alaska AZ Arizona AR Arkansas

NCA Northern California SCA Southern California CO Colorado

CO Colorado NYC Connecticut DC District of Columbia NFL North Florida SFL South Florida GA Georgia

HI Hawaii ID Idaho ILC Illinois/Chicago ILS Illinois State

ILS Illinois State IN Indiana IA Iowa KS Kansas **Metro Coverage Areas:**

KY Kentucky
ME Maine
DC Maryland
MA Mass/Boston
MID Michigan/Detroit
MIS Michigan State
MN Minnesota

MS Mississippi MO Missouri MT Montana NE Nebraska NV Nevada

MA New Hampshire NYC New Jersey NM New Mexico NYC New York City NYS New York State NC North Carolina ND North Dakota Metro Coverage Areas:

OHC Ohio/Cleveland
OHS Ohio State
OK Oklahoma
OR Oregon
PA Pennsylvania
MA Rhode Island
SC South Carolina

SC South Carolina SD South Dakota TN Tennessee NTX North Texas

STXL South Texas/Louisiana UT Utah

VT Vermont DC Northern Virginia VAS Virginia State WA Washington State WVA West Virginia WI Wisconsin

WY Wyoming

Crossover Metro Areas:

DC Dover, DE NYC Wilmington, DE WVA Ashland, KY NYC Philadelphia, PA ILC Milwaukee, WI STXL Louisiana

(Except for Shreveport & Bossier City)

Stand Alone Paging Agreement

This Agreement for Paging Services and Pagers including Schedule 1 below (the "Agreement") is entered into by TTI National, Inc. ("TTI National") and ______ (the "Customer") and will be effective upon TTI National"s signature date ("Effective Date").

Terms and Conditions

1. Service. TTI National, a subsidiary of MCI WORLDCOM Communications, Inc., will provide Customer with paging service and pagers (including accessories) (the "Service") pursuant to the terms
and conditions of this Agreement. All orders for paging service and pagers during the term of this Agreement shall be governed by the terms and conditions of this Agreement. Customer may order
paging service and pagers at any time during the term of this Agreement.

2. Term.	Term (Check one, only): Me	onth-to-Month
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The initial term will commence on the Effective Date and remain in full force and effect through the term selected above. If you have not made a selection as requested above, then the initial term will be on a month-to-month basis. Thereafter, the term will be automatically renewed upon the expiration of the initial term or the preceding renewal term, as the case may be. You may terminate this Agreement without liability at the end of the initial term or any renewal term by providing written notice to TTI National, which must be received by TTI National at least 30 days prior to the end of such initial term or renewal term. If you terminate your Service before the end of the initial term or any renewal term, you will remain responsible for payment of all charges through the end of the term. TTI National may terminate your Service at any time if TTI National discontinues providing paging services, if your use of the Services violates any applicable laws, rules or regulations, or if you breach the terms of this Agreement.

- 3. Payment Terms. The rates and terms may be modified by TTI National upon 30 days written notice. TTI National will invoice you for the Service on a monthly basis. Service charges are billed on your current month's bill and usage charges are billed one month in arrears. Customer agrees to pay for fees and charges associated with the Service as well as all taxes or other charges levied on the Service by any government entity. TTI National may adjust its rates and charges or impose additional rates and charges on Customer in order to recover amounts it is required by governmental or quasi-governmental authorities to collect from or pay to others in support of statutory or regulatory requirements. These additional rates and charges may include taxes or tax-like surcharges, and other Tariffed charges, including without limitation, Universal Service Fund Charges, Payphone Use Charges, and Federal Excise Tax. Failure to pay such invoices within 30 days following the invoice date may result in interruption or termination of your Service. Invoices are payable upon receipt and will be deemed past due if TTI National has not received full payment within 30 days of the invoice date. Failure to timely pay all charges for this Service, and any other charges for services provided by TTI National, may result in termination of this Service, upon written notice of Customer's failure to pay past due charges. Customer agrees to pay to TTI National the lesser of an annual rate of interest of 18% (or a monthly rate of 1.5%) or the maximum rate allowed by law on all accounts that are delinquent. If TTI National commences legal proceedings to collect any amounts due, you will be liable for all charges (including, without limitation, collection costs, court costs and attorney's fees) reasonably incurred by TTI National in enforcing its rights hereunder.
- 4. Security Deposit. For Customers whose financial condition either is unacceptable to TTI National, or who refuse to provide financial information to TTI National upon request, TTI National, as a condition of installation or continuation of Service, may request a Security Deposit pursuant to the terms and conditions determined by TTI National, in its sole discretion. The requested Security Deposit will be sufficient to cover all delinquent lease, service and usage charges and replacement costs for damaged, lost or unreturned pagers, as well as three months anticipated service and usage charges. TTI National reserves the right to request additional Security Deposits based upon actual usage. Failure to timely pay a Security Deposit for this Service, requested by TTI National in writing, may result in immediate termination of Service without further written notice. Acceptance of this Agreement by TTI National is subject to TTI National's standard credit terms and conditions that may be based on commercially available credit reviews to which Customer hereby consents.
- 5. Pagers. The terms and conditions of this Agreement apply to any pagers leased or purchased from TTI National hereunder. TTI National reserves the right to change, discontinue and or substitute the pagers (including pricing and options) offered hereunder at any time during the term of this Agreement. In the event that the term of this Agreement terminates prior to the expiration of a lease term for any pager, the term of this Agreement shall automatically be extended through the end of the lease term and such terms and conditions shall remain in effect until the expiration of the selected lease term. Title to the pagers leased hereunder will remain in TTI National at all times and you will have no interest in such pagers or PINs except as set forth in this Agreement. Leased pagers must remain in possession of and under control of the Customer and shall not be transferred or assigned without prior written consent. TTI National may replace or modify your pagers in order to accommodate a change in paging numbers or paging technology. You will have no ownership rights in any paging number assigned to you. Paging numbers are assigned by TTI National upon notice to you. Should you terminate service you may not be able to receive the same PIN number should you resubscribe to TTI National Paging Service. Credit verification may be conducted prior to the shipping of pager(s).

If you select a 13-Month Lease to Own Program for the PageWriter 2000X interactive pager, upon full payment of all lease payments, title to the applicable pager shall pass to you. You will no longer be responsible for the monthly lease payments but shall continue to be responsible for all other fees and charges related to that pager.

6. Paging. You assume full responsibility for loss of or damage to all pagers in your possession or control. If you fail to return any pagers within 30 days after any termination of this Agreement, you will be charged the full retail replacement cost of the pagers. For instructions on returning pagers and for a return envelope, please call Paging Customer Service at 877-SVCE TTI (877-782-3884).

- 7. Replacement of Pagers. If you have leased pagers, or if you have purchased maintenance insurance for pagers that you purchased from TTI National, and such pagers fail to operate properly, they will be replaced at no charge to you (except if such failure was caused by your misuse or abuse of the pagers). If you lose a pager, you will be required to pay the full retail replacement cost of such pager (contact Paging Customer Service for information regarding replacement costs) unless you have purchased loss protection insurance. If you have purchased loss protection insurance, TTI National will replace your pager upon payment of the applicable deductible for a maximum of two occurrences. Such deductible shall be \$100.00 for Interactive (Motorola PageWriter 2000X) service, \$50.00 for QuickReply Interactive service, \$50.00 for Enhanced One-Way service, \$50.00 for Alphanumeric One-Way service and \$25.00 for Numeric One-Way service. After two such occurrences, TTI National shall charge you the full retail replacement cost for the pager.
- 8. Disclaimer of Warranties. TTI NATIONAL DOES NOT WARRANT THAT THE SERVICE WILL MEET ANY OF YOUR PARTICULAR REQUIREMENTS, OR THAT THE SERVICE WILL BE UNINTERRUPTED, ACCURATE, RELIABLE OR ERROR FREE. TTI NATIONAL SPECIFICALLY DISCLAIMS ALL WARRANTIES, REPRESENTATIONS OR CONDITIONS, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTY OR CONDITION OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR WARRANTY OF TITLE OR NON-INFRINGEMENT OF THIRD PARTY RIGHTS. SOME STATES DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES, SO THE ABOVE EXCLUSION MAY NOT APPLY TO YOU.
- 9. Limited Liability. If your Service is interrupted and remains interrupted in excess of 24 consecutive hours after the interruption is brought to our attention, and as long as the interruption is not your fault, then you will be entitled to a pro-rata adjustment of your monthly service charge as your sole and exclusive remedy. Customer will not be eligible for the foregoing remedy, in the event such interruption is caused by acts of God, fire, war, riots, government authorities or other causes beyond TTI National's control. TTI NATIONAL WILL NOT BE LIABLE FOR ANY LOSS OR DAMAGE WHATSOEVER RESULTING FROM MISTAKES, INTERRUPTIONS IN SERVICE, DELAYS IN THE TRANSMISSION OR INTERCEPTION OF ANY MESSAGE OR SIGNAL OR ANY INCIDENT INVOLVING THE PAGERS AND THE PAGING SERVICE. IN NO EVENT WILL YOU HAVE THE RIGHT TO RECOVER FROM TTI NATIONAL ANY SPECIAL, PUNITIVE, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, OR LOSS OF PROFITS OR REVENUES, EVEN IF TTI NATIONAL HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT WILL THE LIABILITY OF TTI NATIONAL FOR ANY DAMAGES TO YOU OR ANY THIRD PARTY EVER EXCEED CHARGES PAID BY YOU FOR ONE MONTH OF TTI NATIONAL'S PAGING SERVICES, REGARDLESS OF THE FORM OF THE CLAIM. SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION MAY NOT APPLY TO YOU.
- 10. Miscellaneous. If any portion or provision of this Agreement is found to be unenforceable by any court of competent jurisdiction, the remainder of this Agreement will be unaffected and will continue in full force and effect as if that portion or provision were not a part of this Agreement. The waiver by TTI National of a breach, condition or requirement of any provision of this Agreement will not operate as a waiver of any subsequent breach, condition or requirement of the same or of a different provision of this Agreement. You may not assign this Agreement or your rights or obligations hereunder without the prior written consent of TTI National, which consent will not be unreasonably withheld. TTI National reserves the right to assign this Agreement to any affiliated entity without the consent of or notice to Customer. Any dispute arising out of or related to this Agreement shall be settled by binding arbitration in accordance with the J.A.M.S/ENDISPUTE Arbitration Rules and Procedures, as amended by this Agreement. The Arbitration shall be conducted in Washington, D.C. The costs of arbitration, including the fees and expenses of the Arbitrator, shall be shared equally by the parties. Each party shall bear the cost of preparing and presenting its case. The parties agree that this provision and the Arbitrator's utterior and the Arbitrator's destruction and the Arbitrator's nature of any kind except as expressly permitted by this Agreement, and in no event shall the Arbitrator have the authority to make any award that provides for punitive or exemplary damages. The Arbitrator's decision shall follow the plain meaning of the relevant documents, and shall be final and binding. The award may be confirmed and enforced in any court of competent jurisdiction. All post-award proceedings shall be governed by the USAA. The Service is provided in compliance with and is subject to the terms of the Communications Act of 1934 was amended, as administered by the Federal Communications Commission, and applicable state regu
- 11. **Modifications.** Modifications to this Agreement are not permitted and shall not be valid and this Agreement will be rendered void in the event of such modifications. Customer acknowledges that TTI National is under no duty, implied or otherwise, to activate the Paging service and will not be subject to any liability under the terms of this Agreement or relating to the Paging service until such Paging service is activated.

ACCEPTED AND AGREED TO:	Customer Name:	 Title:
	Signature:	 Date :

SCHEDULE 1 - PRICE RELATED TERMS

- 1. Products and Pricing: The pricing identified in this Schedule 1 to the Agreement will expire December 31, 1999. Effective January 1, 2000, all pricing will be as set forth in TTI National's standard price guides.
 - A. If paging equipment is leased, Customers will pay the following for paging services based upon the product selected:

Product	Monthly Recurring Lease Fee	Monthly Recurring Service Fee
Metro Numeric Services	\$3.00	\$2.94
Metro Alphanumeric Services	\$7.00	\$8.98
Enhanced One-Way/QuickReply Interactive Service	\$10.00	\$23.77
Interactive (PageWriter 2000x/13 month lease-to-own)	\$30.00	\$23.77

* Month-to-Month option is ONLY available with the purchase of paging equipment.

B. If paging equipment is purchased, Customers will pay the following for paging services based upon the product selected.

Product	One-Time Purchase Fee	Monthly Recurring Service Fee
Metro Numeric Services	\$74.00	\$2.94
Metro Alphanumeric Services	\$149.00	\$8.98
Enhanced One-Way/QuickReply Interactive Service	\$199.00	\$23.77
Interactive (PageWriter 2000x/13 month lease-to-own)	\$399.00**	\$23.77

^{** \$399} One-time Purchase Fee includes an accessory kit as defined by TTI National.

II. Additional Charges.

Overage Charges: If you select One-Way Alphanumeric Service, you will be charged for each character that is sent to you in excess of 4,000 characters per PIN, per month, as follows: Nationwide or Regional Service-\$.03 per character; Metro Service-\$.02 per character. If you select Numeric Service, you will be charged for each page that is sent to you in excess of 400 pages per PIN, \$.05 per page per month. If you select Metro service or Nationwide Now service, you will be charged for each page that is sent to you in excess of 800 pages Per PIN, \$.05 per page per month. If you select Voicemail with Alphanumeric One-Way, Enhanced One-Way or Interactive or QuickReply Interactive Service you will be charged a monthly fee of \$7.00. You will also be charged \$.30 per minute for each character that is sent to you in excess of 10,000 characters per PIN, per month. If you select Interactive or Quick Reply Interactive paging service, you will be charged \$0.01 per character for each character that is sent to you in excess of 10,000 characters per PIN, per month. The charges identified in this paragraph will be waived through April 2000, or later, as the case may be, as determined by TTI National.

Nationwide Now: If you select Nationwide Now coverage with One-Way Alphanumeric or Numeric Service, you will be charged \$5.00 per month.

Operator Dispatch: If you select operator dispatch with Alphanumeric One-Way, Enhanced One-Way, Interactive or QuickReply Interactive Service, you will be charged \$5.00 per month. Personal Toll-Free: If you select Personnel Toll-Free you will be charged the per month per pager fee as follows: Interactive \$2.72, QuickReply \$2.72, Enhanced On-way \$2.72, Metro One-way Alpha \$3.28 and Metro One-way Numeric \$1.48.

Voicemail: If you select Voicemail with Alphanumeric One-Way, Enhanced One-Way, Interactive or QuickReply Interactive Service, you will be charged \$7.00 per month.

Activation: You will be charged a Twenty Dollar (\$20.00) activation fee per pager for each pager activated under this agreement.

Shipping 2 Day Economy: You will be charged a Five Dollar (\$5.00) shipping and delivery fee per pager for each pager activated and shipped under this agreement.

III. Discounts. The rates provided herein are in lieu of, not in addition to, any discounts or credits which you are or would otherwise be entitled to receive under TTI National, Inc. Tariff, MCI WORLDCOM Communications, Inc. F.C.C. Tariff Nos. 1 and 2 or any other applicable tariffs of MCI WorldCom or any other agreement between you and MCI WorldCom.

IV. Satisfaction Guarantee

If a New TTI National Paging customer* becomes dissatisfied with the Service or with TTI National's performance in connection with the provision of Service within ninety (90) days of the commencement of Service, and the Customer notifies TTI National in writing within that period that it wishes to discontinue Service, it will be permitted to terminate Service without incurring any additional liability than incurred up to the date of termination. To be eligible under this provision, Customer must also: (1) indicate in its written notification the reason or reasons for discontinuance of Service; and, (2) furnish evidence of the Customer's enrollment with any alternate paging vendor. As stated above, Customer shall remain liable for all charges and fees incurred up to the date of termination and shall pay those amounts upon receipt of invoice.

^{*} New TTI National Paging customer is defined as any customer that has not previously enrolled in Paging Service. (TTI Nationalpaging7.9/99)

TTI National Paging Order Form

INSTRUCTIONS

Customer Information

Customer Name: Enter customer's name.

Estimated Amount of Monthly TTI National Services: Enter customer estimated monthly usage. **Physical Address:** Enter the customer's physical mailing address (P.O. Box is not accepted).

City: Enter customer's city.

State: Enter customer's state.

Zip Code: Enter customer's zip code.

Mailing Address: Enter mailing address for location which customer wants to receive bill.

City: Enter customer's city.

State: Enter customer's state.

Zip Code: Enter customer's zip code.

SS#: Enter Social Security number of "Customer Name" if joint residential account, SS# must match name appearing fist on Customer Name line. If sole proprietorships, enter

SS# of Responsible Person.

Contact Name: Enter the name of the authorized customer contact that is aware of this service request. TTI National personnel may be required to contact this person. Responsible Person: Enter name of individual responsible for payment of service if sole proprietorship or partnership w/o tax ID. Name must match SS# on left.

Agent/Dealer Information

First and Last Name: Enter first and last name of authorized TTI National Agent/Dealer.

Phone Number: Enter phone number. **Fax Number:** Enter fax number.

Agent ID/Dealer ID: Enter the appropriate ID number. **IMR #:** If applicable enter the appropriate IMR number.

Paging Information

Pagers: Each pager offered by TTI National is listed.

Payment Plan: Types of purchase plans available from TTI National are listed. **Protection Plan:** Types of protection plans offered by TTI National are listed.

Pin Holder Name: Enter customer name responsible for pager.

Pager: Indicate which pager is being ordered by entering 1-5.

Purchase Plan: Indicate how pager will be purchased by entering A-B.

Protection Plan: To order a TTI National protection plan enter C-D.

Personnel Toll-Free: Indicate with an X is customer would like Personnel Toll-free.

Voicemail: Indicate with an X if customer would like Voice Mail.

Nationwide Now: Indicate with an X if customer would like Nationwide Now. Operator Dispatch: Indicate with an X if customer would like Operator Dispatch.

Metro Area: 1-Way Bravo FLX and 1-Way Advisor Elite are only available with Metro coverage. Indicate area were coverage is required by using the Coverage Resource

Guide on page 5. Each area is identified with a two, three, or four digit abbreviation.

Software Information

MAC: Check box if customer would like software.

Windows 2.1: Check box if customer would like software.