

Processing instructions: Fill in ALL of the information on this page, then read, sign, and date the agreement on Page 2.

When completed, fax both pages of the form to Arrakis Systems inc. at 970-663-1010 or mail the completed form to: Arrakis Systems inc. 6604 Powell St, Loveland CO. 80538. The order will be processed and an order confirmation will be returned to you by email, fax, or letter. The order confirmation will include an estimated ship date and a required question & answer form describing your intended installation.

I. Customer information:

Call Letters: _____ Contact: _____
 Group: _____ Phone: _____
 Street: _____ Cell: _____
 City: _____ Fax: _____
 State: _____ Zip: _____ Email: _____

II. Purchase Order

MODEL #	QTY	DESCRIPTION	LIST PRICE	EXTENSION
Xtreme-PC for a Windows PC (PC required)				
PC-SOL-1		Xtreme-PC Solutions Program (software, support, & upgrades) (per month fee, 1 prepaid)	\$100	
PC-SOL-12		Xtreme-PC Solutions Program (software, support, & upgrades) (per month fee, 12 prepaid)	\$1,000	
PC-SOL-60		Xtreme-PC Solutions Program (software, support, & upgrades) (per month fee, 60 prepaid)	\$5,000	
		special system includes PC & (1) Music Library, save \$2,795 (no return option w special price)		
Xtreme for the ARC Console (ARC-10 console required)				
ARC-SOL-1		Xtreme Solutions Program for ARC-10 (software, support, & upgrades) (per month fee, 1 prepaid)	\$100	
ARC-SOL-12		Xtreme Solutions Program for ARC-10 (software, support, & upgrades) (per month fee, 12 prepaid)	\$1,000	
ARC-SOL-60		Xtreme Solutions Program for ARC-10 (software, support, & upgrades) (per month fee, 60 prepaid)	\$5,000	
		special system includes PC & (1) Music Library, save \$2,795 (no return option w special price)		
Xtreme Satellite Automation (PC required)				
XT-SOL-1		Xtreme Solutions Program (Bridge, software, support, & upgrades)(per month fee, 1 prepaid)	\$100	
XT-SOL-12		Xtreme Solutions Program (Bridge, software, support, & upgrades)(per month fee, 12 prepaid)	\$1,000	
XT-SOL-60		Xtreme Solutions Program (Bridge, software, support, & upgrades)(per month fee, 60 prepaid)	\$5,000	
		special system includes PC & (1) Music Library, save \$2,795 (no return option w special price)		
XT-DELL-1		Dell Optiplex PC (refer to website for current specs) (purchase, no return option)	\$1,295	
XT-LIB-R		Music Library on hard drive (Pop-Rock, ~1955-2002, 4000+ songs) (purchase, no return option)	\$500	
XT-LIB-C		Music Library on hard drive (Country, ~1965-1995, 2000+ songs) (purchase, no return option)	\$500	

NOTES:

- 1) Products available outside USA & Canada : XT-SOL-60 at \$5,000 list price (5 years prepaid, PC, & (1) Music library)
- 2) Taxes: local and state taxes apply for orders delivered within Colorado.

TOTAL = _____

Shipping: included at no charge for 48 continental U.S. states. (shipping charges apply for Hawaii, Alaska, & elsewhere. Contact factory for specific charges.)

Purchase order #: _____, Date: _____ Name (please print): _____
 Company Check: , Check number: _____ Authorized signature: _____
 Credit Card , card information is used from Section IV. below Date: _____
 Credit Cards for PCs & Music Libraries are to Call Letter Radio Stations only.

IV. Credit Card Information for file (required):

Card: Visa , Mastercard , Name: _____
 Number: _____ Expiration date: _____

Note: your credit card will be billed for the cost of the hardware if the program is canceled and the hardware is not returned within 30 days

1. **Definition:** The program provides the use of hardware, software, training, service, and support for on air, radio automation in exchange for a monthly fee.
2. **Fee:** \$100 per month, per unit. The 'Xtreme Solutions' program is provided for a monthly fee. The program is not a purchase or a lease. There is no capital expenditure. All hardware and software remains the exclusive property of Arrakis Systems inc. The monthly fee is for the use of hardware, software, and support services for a single PC.
3. **Multiple PCs:** Multiple On Air PCs are supported through the purchase of an Xtreme Solutions program for each On Air PC. As an example, two on air PCs requires two programs. If the monthly cost for one program is \$100, then the cost for two programs is \$200 per month. Free software is provided for scheduling, news, remotes, and production in other studios.
4. **Products provided:** The automation products that Arrakis will provide are (1) the PC 'Bridge' hardware product, and (2) the 'Digilink-Xtreme' automation software product for Windows XP PC computers.
5. **Customer requirements:** The customer provides the PCs and network components required to complete an automation system. The PCs must meet Arrakis specifications.
6. **Product Functionality:** The 'Bridge' combines a 16 x 3 stereo routing switcher, control logic, and two sound cards in a single compact cabinet. The PC connects to the Bridge by a USB and a RS232 serial cable. The PC runs the Digilink-Xtreme software application which controls the Bridge. Audio stored as data files on the PC may be played through the sound cards in the Bridge, and audio from the routing switcher in the Bridge can be recorded as data files on the PC. The audio and logic connectors on the Bridge interface the PC to the radio station. The software and hardware supports live on air play, live assist play, satellite automation, hard disk automation, manual recording, timed recording, library management, and scheduling.
7. **Payment Plan:** prepaid monthly fee for products and services.
8. **Payment Period:** monthly, customer may prepay for 6, or 12 months.
9. **Payment method:** cash, company check, or approved credit card. Payment by credit card requires signature by a corporate officer. Product will ship after payment is confirmed for a credit card or clears the bank for a check.
10. **Nonpayment:** The 'Bridge' hardware requires an unlock code each pay period to continue operating. If valid payment is not received by the payment date, then Arrakis will not send the unlock code for the next period and the system will stop operating.
11. **Program start date:** the program starts on the date that the product is shipped from Arrakis Systems inc.
12. **Fee Increases:** evaluated yearly.
13. **Term:** until terminated by either party.
14. **Customer Termination:** To terminate the program, the customer must contact the factory in writing with a signature by a corporate officer. Arrakis will then send a shipping box and shipper call tag by ground service to the customer. Shipment of the box to the customer's site and then return of the equipment to the Arrakis factory will be at Arrakis' expense. The program will be terminated and the monthly fee will no longer accrue upon receipt of all hardware and software in good condition at Arrakis' Fort Collins, CO. facility.
15. **Malicious Damage:** any damage to returned hardware, that is determined in Arrakis' sole opinion to have been deliberate, will be billed to the customer.
16. **Manufacturer Termination:** Arrakis Systems may terminate the program with a customer upon receipt of written notice to the address that the product was shipped to. This option will be exercised if, in Arrakis' sole opinion, the Xtreme Solutions program is not appropriate for the customer. If the customer is not on air with the product, termination is immediate upon receipt of written notice. If the product is on air, 90 days written notice will be provided to the customer. The 90 days notice provides the customer adequate time to acquire an alternative automation system. Termination of the program by the manufacturer does not release the customer from his monthly payment responsibilities.
17. **Refunds following Termination of the Program:** Each month's fee is prepaid and non-refundable. The customer may terminate the program at any time by returning the hardware and software provided in the program as described under the paragraph titled "Customer Termination." In basic, the program is terminated upon receipt of the hardware and software at Arrakis' facility. Any prepaid fees beyond the termination date will be refunded to the customer.
18. **Geographical boundaries:** The program is as described herein in the 48 contiguous states. The program for Hawaii, Alaska, US territories, and Canada is identical except that the customer is required to pay for all shipping expenses to and from the factory. International programs to countries other than Canada are available. Contact the factory for details.
19. **Language support:** all verbal and written support is in English.
20. **Factory Setup of Approved PCs & Networks:** This service is free during the period of the program. For approved PCs and networks, Arrakis will configure the PCs with Arrakis software and setup and test the system. Cost of shipping to and from the factory will be at the customer's expense. Contact the factory for questions concerning your specific PCs and network. PC test software is available from Arrakis to test the PC and operating system. Arrakis recommends a single specific PC model and manufacturer for use by the customer. This PC is recommended by Arrakis because it is used at the factory for test and development. Arrakis can not and does not guarantee the performance of any PC, approved or not approved.
21. **Telephone support of Station personnel during installation & setup:** This service is free during the period of the program. The factory is available during Arrakis business days and hours to answer questions for station personnel about the Arrakis portion of the system.
22. **Ongoing incident based telephone support of Station personnel:** This service is free during the period of the program. It is available during Arrakis business days and hours. Following installation and the initial operational training, there will be a need for occasional telephone support to answer new installation, operation, or maintenance questions.
23. **Telephone Training of Station personnel:** This service is free during the period of the program. It is available during Arrakis business days and hours. Operational training over the telephone of station personnel will be available in fixed 30 minute blocks of time and must be pre-scheduled with the factory.
24. **Factory Training of Station personnel:** This service is free during the period of the program. Arrakis maintains training studios in its factory facility in Fort Collins, Colorado. Arrakis will train station personnel at no cost at its facility in Fort Collins. All travel and other expenses are the responsibility of the customer. Training visits must be prescheduled. Availability is based on plant loading and is during Arrakis business days and hours.
25. **On site training at the Customer's facility:** This service is not covered under this program. On a case by case basis, this service might be scheduled depending on the availability of factory personnel and where the customer pays all expenses.
26. **Hardware Phone Support:** This service is free during the period of the program. It is available during Arrakis business days and hours.
27. **Replacement of defective PC 'Bridge' hardware:** This service is free during the period of the program. If the PC 'Bridge' fails for any reason, it will be replaced. The replacement order will be processed within the next Arrakis business day and shipped if it is in stock. The replacement unit may be new or refurbished. The replacement unit will be shipped 1 day air (at Arrakis' expense) with a shipper call tag for returning the defective unit (also at Arrakis expense). The customer must return the defective unit in the box the replacement arrived in. The defective unit must arrive at the factory within 2 weeks or the customer will be charged the current list price for the unit.
28. **On site labor:** this program does not cover any costs or losses associated with labor or materials from customer's employees or 3rd party services.
29. **Hardware Upgrades:** This service is free during the period of the program. If the 'Bridge' hardware has been upgraded to support new features in the system, then an upgraded 'Bridge' will be exchanged for the older model 'Bridge' at the customer's site.
30. **Software Revisions & Version upgrades:** This service is free during the period of the program. New revisions or version upgrades of software products are covered under this program at no additional charge. The software will be available from the factory's website for download by the customer. Physical production & shipment of the software to the customer on CDROM may be requested but will be at customer's expense.

I understand and agree to the terms of the above agreement.

NOTE: references to the BRIDGE hardware in the contract only refer to systems that include the BRIDGE hardware.

Name: _____ (please print)

Signature: _____ Date: _____