



Processing Instructions: Fill out all pages, and email to sales@arrakis-systems.com.
This order form is for monthly users only, and does not apply to buyout users.

Customer Information					
Call Letters				Contact	
Group				Phone	
Street				Cell	
City				Fax	
State		Zip		Email	

Purchase Order				
Model #	Description	List Price	Qty	Subtotal
APEX Hard Disk Only	APEX Automation, Hard Disk Only. Includes qty 1 APEX-Tools License. Harmony Sound Card, & unlimited customer support and software updates. Prepay for year for \$1,000.	\$100/mo or \$1,000/yr		
APEX Hard Disk +Satellite	APEX Automation, Hard Disk + Satellite. Includes qty 1 APEX-Tools License. Bridge Switcher & unlimited customer support and software updates. Prepay for year for \$1,250.	\$125/mo or \$1,250/yr		
Total Monthly Recurring Charges:				
+ \$200 Deposit one-time Fee Grand Total:				

\$200 hardware deposit, is refundable after the Harmony Sound Card, or Bridge Switcher is returned after cancellation.

Credit Card Information				
Credit Card Number				
Expiration Date	Month	Year	CVC Code	
Cardholder Name				
Billing Address				
	City		State	
Postal Code				

Name

Date

Signature

Your electronic signature means that you agree to pay the recurring monthly fee, and authorize all required payments.



Support information	
How did you hear about us?	
How many stations are in your group?	
Is this replacing an automation system? If so, what brand/model?	Yes No
What other systems did you consider?	
If you have a satellite service, what is the model of receiver you use, and service you use?	
Do you have an internet stream? If so, what service do you use?	Yes No
Do you do ball games? Local, professional, or both?	
Do you want to do remotes?	
Do you want to do remote voice tracks?	
Do you use a 3 rd party scheduler for music or traffic? If so, what software?	
Do you do live assist?	

Terms of Service

- 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 for hard disk only, or \$125 for the satellite version. The APEX program is provided for a monthly fee. The program is not a purchase or a lease. There is no capital expenditure. All Harmony hardware and APEX 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. Monthly Payment Plan includes:** APEX On-Air Software, qty 1 APEX-Tools license, Harmony Sound Card, Bridge Switcher (if paying the \$125 plan), Customer Support (training & troubleshooting by phone & email), Software Updates.
- 4. Accessories:** There is no option for refund on any accessories purchased.
- 5. Product Functionality:** The APEX On-Air software is for live assist operations. APEX-Tools handles all auxiliary tasks, such as scheduling, voice tracks, library management, etc... The Harmony Sound Card is provided for high quality audio play back, and the Bridge Switcher (optional) is provided to interface with a satellite receiver or outside audio sources.
- 6. Payment Plan:** prepaid monthly fee for products and services.
- 7. Payment Period:** customer prepays for the upcoming month for as long as the customer is a part of the program.
- 8. Payment method:** credit card only. Payment by credit card requires signature by a corporate officer. Product will ship after payment is confirmed.
- 9. Nonpayment:** The APEX software 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. The user is responsible for providing a current credit card for payment. A \$35 late payment fee may be applied if a payment is not received within 14 days of due date.
- 10. Program start date:** the program starts on the date that the product is shipped from Arrakis Systems inc.
- 11. Fee Increases:** evaluated yearly.
- 12. Term:** until terminated by either party.
- 13. 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 label for ground service to the customer. The program will be terminated and the monthly fee will no longer accrue upon receipt of all hardware in good condition at Arrakis' Loveland, CO. facility. The \$200 deposit may be returned if the Harmony Sound Card & if applicable, the Harmony Switcher, is returned in good condition.
- 14. Malicious Damage:** any damage to returned hardware, that is determined in Arrakis' sole opinion to have been deliberate, will be billed

to the customer.

15. 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 APEX monthly 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, until all hardware has been returned.

16. 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 all hardware at Arrakis' facility. Any prepaid fees beyond the termination date will be refunded to the customer.

17. 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.

18. Language support: all verbal and written support is in English.

19. Factory Setup of Approved PCs: 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. 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.

20. 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.

21. 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.

22. 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.

23. Factory Training of Station personnel: This service is free during the period of the program. Arrakis maintains training studios in its factory facility in Loveland, Colorado. Arrakis will train station personnel at no cost at its facility in Loveland. 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.

24. 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.

25. Hardware Phone Support: This service is free during the period of the program. It is available during Arrakis business days and hours.

26. Replacement of damaged or defective Harmony hardware: Any damage to the Harmony Sound Card or Bridge Switcher will incur a \$50 replacement fee. UPS Ground shipping is offered at a flat fee of \$50 (this includes a return shipping label for damaged hardware). Next Day shipping is available at \$180. These prices may change at any time, without notice. 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 customer must return the defective unit in the box the replacement arrived in. The defective unit must arrive at the factory within 3 weeks or the customer will be charged the current list price for the unit. Additional shipping and repairs may be charged based on the extent of the damage, and is based on Arrakis' sole opinion.

27. 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, or from loss of ad revenue.

28. Software Revisions & Version updates: This service is free during the period of the program. New revisions or version updates 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.

29. APEX-Tools: APEX-Tools is an optional software that works with APEX. When purchased, there is no option of refund available.

30. Payment by check: payment by check requires prepayment of at least 6 months in advance. A current credit card is still required, for security purposes.

Name

Date

Signature

Your electronic signature means that you agree to the terms as stated above.