

JOINT TESTING AGREEMENT

This Joint Testing Agreement ("Agreement") is entered into as of February 7, 2001 between ALPINE PCS, INC., a California corporation ("ALPINE PCS") and Lober & Walsh, Inc., a California corporation d/b/a COM DEV WIRELESS GROUP ("COM DEV").

RECITALS

WHEREAS, ALPINE PCS is licensed by the Federal Communications Commission ("FCC") and is registered with the California Public Utilities Commission ("CPUC") as a commercial mobile radio services ("CMRS") provider in the County of San Luis Obispo, California. ALPINE PCS is in the process of constructing and intends to operate a CMRS network which makes use of various cell sites located in San Luis Obispo County, as well as a mobile telephone switching office ("MTSO") in San Luis Obispo, California;

WHEREAS, COM DEV has developed equipment (M/ERGY Wireless Product Line) ("COM DEV Equipment") for the purpose of delivering high-speed broadband wireless Internet access;

WHEREAS, ALPINE PCS and COM DEV desire to test the COM DEV Equipment making use of 10 Megahertz of ALPINE PCS FCC licensed spectrum and existing network facilities (collectively the "System"), as further described hereafter.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, ALPINE PCS and COM DEV (each a "Party," collectively, the "Parties"), intending to be legally bound, enter into this Joint Testing Agreement in accordance with the following terms and conditions.

1. Testing Schedule. COM DEV shall test the COM DEV Equipment in accordance with the testing schedule as set forth on **Exhibit A**.

2. Access to Premises. COM DEV desires, and ALPINE PCS agree to provide COM DEV with limited access to ALPINE PCS facilities solely for the purposes of testing the COM DEV Equipment. Except as stated herein, COM DEV shall have no right of access to the ALPINE PCS MTSO.

3. COM DEV Equipment. All necessary COM DEV Equipment will be located, during the extended alpha test, in or on facilities to be designated by ALPINE PCS. ALPINE PCS will assume responsibility for coordination with the landlord(s) and will assist COM DEV in obtaining any required regulatory approvals. COM DEV personnel will be afforded reasonable access to the test sites, consistent with the terms of the ALPINE PCS agreement with its landlord(s), at reasonable times that shall be prearranged by COM DEV with ALPINE PCS. ALPINE PCS shall use commercial efforts to provide adequate security arrangements for any COM DEV Equipment located in or on ALPINE PCS' facilities and COM DEV shall comply with all instructions of ALPINE PCS relating thereto.

4. COM DEV Proprietary Rights.

4.1 As between COM DEV and ALPINE PCS, COM DEV Equipment shall remain the sole and exclusive property of COM DEV, including, without limitation, all copyrights, trademarks, patents, trade secrets, and any other proprietary rights. Except as provided in Schedule A which is attached hereto, nothing in this Agreement shall be construed to grant ALPINE PCS any ownership right in the COM DEV Equipment.

4.2 ALPINE PCS agrees that any designs, plans, reports, specifications, drawings, processes and other information or items prepared or developed by

COM DEV pursuant to this Agreement shall be the exclusive property of COM DEV and ALPINE PCS agrees that it shall execute such documents and take such action as are reasonably necessary to perfect, protect and enforce COM DEV's rights in such documentation as may be requested by COM DEV

5. Representations and Warranties.

5.1 ALPINE PCS Representations and Warranties. ALPINE PCS hereby represents and warrants to COM DEV that: (i) it holds the FCC licenses listed on **Attachment A** hereto and that such licenses are in good standing with the FCC and the California Public Utilities Commission (the "PUC"); and (ii) to its knowledge all sites that it operates are in material compliance with all FCC, PUC, and local regulations, ordinances, and requirements.

5.2 COM DEV Representations, Warranties and Covenants. COM DEV hereby represents, warrants and covenants to ALPINE PCS that: (i) it has all necessary right, power and authority to enter into this Agreement and to perform the acts required of it hereunder; (ii) the entry into this Agreement by COM DEV, and the performance of its obligations and duties hereunder, does not and will not violate any agreement of COM DEV or by which COM DEV is bound; (iii) the COM DEV Equipment will not infringe upon any copyright, patent, trademark, trade secret, or contract right of a third party or violate any law or regulation, and to COM DEV's knowledge after diligent inquiry, the use of the COM DEV Equipment by ALPINE PCS will not infringe upon any copyright, patent, trademark, trade secret, or contract right of a third party or violate any law or regulation; and (iv) COM DEV will operate its equipment within the rules and guidelines set forth by the FCC and the PUC.

6. Indemnification.

6.1 COM DEV Indemnification. COM DEV shall indemnify and hold harmless ALPINE PCS, its officials, officers, employees or agents from and against any and all demands, claims, losses, liabilities, actions or causes of action, assessments, actual damages (but excluding consequential damages), fines, taxes (including, without limitation, excise and penalty taxes), penalties, reasonable costs and expenses (including, without limitation, interest, reasonable expenses of investigation, reasonable fees and disbursements of counsel, accountants and other experts) (collectively "Losses") incurred or suffered by ALPINE PCS its officials, officers, employees or agents, or which may be sought against, recovered from or obtainable against ALPINE PCS, its officials, officers, employees or agents, relating to: (i) a breach of any of COM DEV's representations, warranties, covenants or agreements hereunder; (ii) the infringement of any third party copyright, patent, trademark or other intellectual property right resulting from the use of the COM DEV Equipment; and (iii) personal injury to any representative of ALPINE PCS resulting from the negligence or willful misconduct of COM DEV, its employees or agents.

6.2 ALPINE PCS Indemnification. ALPINE PCS shall indemnify and hold harmless COM DEV its officials, officers, employees or agents, from and against any and all Losses incurred or suffered by COM DEV its officials, officers, employees or agents, or which may be sought against, recovered from or obtainable against COM DEV, its officials, officers, employees or agents, relating to a breach of any of ALPINE PCS' representations, warranties or agreements hereunder.

6.3 Procedure. In the event that any Party hereto shall sustain or incur any Losses in respect of which indemnification may be sought by such Party pursuant to this

Section 6.3, the Party seeking such indemnification (the “Indemnatee”) shall assert a claim for indemnification by giving prompt written notice thereof (the “Notice”) which shall describe in reasonable detail the facts and circumstances upon which the asserted claim for indemnification is based along with a copy of the claim or complaint, to the Party providing indemnification (the “Indemnitor”) and shall thereafter keep the Indemnitor reasonably informed with respect thereto; provided that failure of the Indemnatee to give the Indemnitor prompt notice as provided herein shall not relieve the Indemnitor of any of its obligations hereunder, except to the extent that the Indemnitor is materially prejudiced by such failure. For purposes of this paragraph, any notice which is sent within 15 days of the date upon which the Indemnatee learned of such Loss shall be deemed to have been a “prompt notice.”

6.4 Defense. If the Indemnitor wishes to defend any claim for any Losses for which such Indemnitor is or may be liable, such Indemnitor may, at its own expense, defend such claim if it; (i) establishes (to the reasonable satisfaction of the Indemnatee) the Indemnitor’s financial ability to pay for any such Losses; and (ii) unconditionally agrees in writing to accept, as against the Indemnatee, all liabilities on account of such Loss. The Indemnitor’s assumption of such liability, as against the Indemnatee shall not be deemed an admission of liability as against any third party. Notwithstanding the foregoing, the Indemnatee may retain counsel (at the Indemnatee’s expense) to monitor the defense of such claim, and may take over such defense if, during the course thereof, it reasonably appears that the Indemnitor has lost its ability to pay for any Losses threatened by such claim. If an Indemnitor assumes the defense of such an action, no compromise or settlement thereof may be effected by the Indemnitor without the Indemnatee’s consent, which consent shall not be unreasonably withheld. If an Indemnitor fails, within thirty (30) days after the date of the Notice, to give notice to the

Indemnitee of said Indemnitor's election to assume the defense thereof, said Indemnitor shall be bound by any determination made in such action or any compromise or settlement thereof effected by the Indemnitee.

6.5 Payments. Amounts payable by the Indemnitor to the Indemnitee in respect of any Losses for which any party is entitled to indemnification hereunder shall be payable by the Indemnitor as incurred by the Indemnitee. All payments in respect to any indemnification obligation shall be made in cash by wire transfer of immediately available funds.

7. Limitations of Liability.

7.1 THE SYSTEM PROVIDED HEREUNDER IS PROVIDED ON AN "AS IS" BASIS. ALPINE PCS MAKES NO REPRESENTATION OR WARRANTY THAT THE SYSTEM WILL MEET COM DEV'S REQUIREMENTS, OR THAT THE SYSTEM WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR FREE. COM DEV UNDERSTANDS AND AGREES THAT USE OF THE SYSTEM, IS DONE AT COM DEV'S, OWN RISK AND THAT ALPINE PCS WILL NOT BE RESPONSIBLE FOR ANY DAMAGE TO THE COM DEV EQUIPMENT RESULTING FROM USE OF THE SYSTEM.

7.2 EXCEPT FOR THE LIMITED WARRANTIES SET FORTH IN PARAGRAPH 7.1 ABOVE, ALPINE PCS MAKES NO WARRANTIES HEREUNDER, AND ALPINE PCS HEREBY EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

7.3 ALPINE PCS SHALL HAVE NO LIABILITY WITH RESPECT TO ANY PERSONAL INJURIES INCLUDING DEATH AND DAMAGE TO PROPERTY SUSTAINED BY COM DEV EMPLOYEES EXCEPT IF RESULTING FROM THE

NEGLIGENCE OR WILLFUL MISCONDUCT OF ALPINE PCS, ITS EMPLOYEES OR AGENTS. HOWEVER, IN NO EVENT SHALL ALPINE'S LIABILITY HEREUNDER EXCEED TEN THOUSAND DOLLARS (\$10,000).

7.4 NEITHER PARTY SHALL BE RESPONSIBLE OR HELD LIABLE TO THE OTHER PARTY FOR CONSEQUENTIAL, INCIDENTAL OR SPECIAL DAMAGES, WHICH SHALL INCLUDE, WITHOUT LIMITATION: LOSS OF PROFITS, PRODUCT OR SERVICE; BUSINESS INTERRUPTION; COSTS OF REPLACEMENT SERVICES; AND INCREASED COSTS OF OPERATION, MAINTENANCE OR STAFFING.

8. Insurance.

8.1 For the term of this Agreement or longer if specified herein, COM DEV at its sole cost and expense shall obtain and maintain the following coverages of insurance:

(A) General Liability Insurance in the amount of One Million Dollars (\$1,000,000) combined single limit per occurrence, and Two Million Dollars (\$2,000,000) aggregate for bodily injury (including death), personal injury and property damage. Such coverage shall be on an "occurrence" basis and not on a "claims made" basis. Any exceptions to coverages must be fully disclosed on the required certificates.

(B) Professional Liability Insurance in an amount of not less than One Million Dollars (\$1,000,000). Coverage may be on a "claims made" basis or on an "occurrence" basis. If coverage is provided on a "claims made" basis, COM DEV shall maintain coverage for one (1) year following the completion of this Agreement.

(C) Workers Compensation as required by law, and

(D) Employer's Liability with limits of One Million Dollars (\$1,000,000) per occurrence.

9. Confidentiality. It is acknowledged that prior to, during and after the tests described herein, ALPINE PCS and COM DEV will each provide the other with information which is not generally available from public sources and which relates to the COM DEV Equipment and/or the ALPINE PCS System and/or the results of the tests ("Confidential Information"). The Non-Disclosure Agreement (the "NDA") dated November 8, 2000 by and between ALPINE PCS and COM DEV, a copy of which is attached hereto as Schedule B, shall govern the treatment of Confidential Information.

10. Termination of Agreement

10.1 Termination For Cause. Either Party may terminate this Agreement upon written notice to the other in the event of: (i) a material breach of the terms of this Agreement by such other party where such breach remains uncured for fifteen (15) business days after delivery of written notice to the defaulting Party. If either Party believes that the other has breached any of the provisions of this Agreement it shall immediately notify the other Party of such fact so that the Parties may together use their commercial reasonable efforts to resolve amicably any disagreement between them; (ii) the commencement of a voluntary case or other proceeding seeking liquidation, reorganization, or other relief with respect to either Party of its debts under any bankruptcy, insolvency, or other similar law now or hereafter in effect, that authorizes the reorganization or liquidation of the Party or its debt or the appointment of a trustee, receiver, liquidator, custodian or other similar official of it or any substantial part of its property; or (iii) either Party becomes the subject of an involuntary petition in bankruptcy or any involuntary proceeding relating to insolvency, receivership, liquidation, or composition for the benefit of creditors, if such petition or proceeding is not dismissed within sixty (60) days of filing.

10.2 Termination without Cause. COM DEV may elect to terminate this Agreement at any time prior to the completion of the beta test, upon ten days' advance written notice to ALPINE PCS. ALPINE PCS may similarly terminate this Agreement by ten days' advance written notice to COM DEV at any time: (i) following the conclusion of the tests described herein; (ii) on ALPINE PCS's determination that a continuation of the tests actually threatens to interfere with service to existing ALPINE PCS customers and roamers; or (iii) on or after January 31, 2002 if the tests have not been concluded by that date.

10.3 Suspension of Agreement. COM DEV agrees to use its best efforts to prevent the tests from interfering with ALPINE PCS's existing operations. The Parties agree that during testing, ALPINE PCS's existing customer base must be protected from interference and that tests may be canceled or suspended at ALPINE PCS's discretion in order to preserve the integrity of ALPINE PCS's existing operations. If tests have been suspended under the provisions of this paragraph 10.3, the Parties shall use reasonable commercial efforts to reschedule them under circumstances which protect ALPINE PCS's customers from interference.

10.4 Post Termination Provisions. Following successful completion of the tests described herein, unless this agreement is terminated under paragraph 10.1 the Parties shall exchange information (if any) regarding test results, which information shall be regarded as Confidential Information belonging to each of them and if ALPINE PCS so elects, ALPINE PCS may continue to operate the COM DEV Equipment as a part of its own existing system subject to the provisions as more fully described in **Schedule A**.

10.5 Upon termination, COM DEV shall, if it has not already done so, vacate ALPINE PCS's premises having removed all of its equipment, returned all keys, and

compensated ALPINE PCS for any damages to the premises resulting from test-related activities for which COM DEV, its employees or agents are responsible.

11. Miscellaneous.

11.1 Assignment. Neither this Agreement nor any of the rights or obligations hereunder may be assigned by any Party without the prior written consent of the others, except that: (i) COM DEV may, without such consent, assign its right, title and interest in, to and under this Agreement, but not COM DEV's obligations hereunder, to any affiliate of COM DEV; and (ii) ALPINE PCS may without such consent, assign its right, title and interest in, to and under this Agreement as security to an institutional lender. Subject to the foregoing, this Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and assigns, and no other person shall have any right, benefit or obligation hereunder.

11.2 Non-Solicitation. During the term hereof and for one (1) year thereafter, COM DEV shall not, directly or indirectly hire or solicit any employee of ALPINE PCS or anyone who was an employee, consultant or independent contractor of ALPINE PCS at any time within the six months period immediately prior thereto or encourage any employee, consultant, independent contractor or agent of ALPINE PCS to terminate such employment, or agency or other relationship.

11.3 Notices; Transfer of Funds. Unless otherwise provided herein, any notice, request, instruction or other document to be given hereunder by any Party to the other shall be in writing and delivered in person or by courier, telegraphed, or by facsimile transmission or mailed by registered or certified mail, postage prepaid, return receipt requested (such mailed notice to be before the date of such receipt is acknowledged), as follows.

Notice shall be delivered to ALPINE PCS at:

Mr. Robert Broz, President
Alpine PCS
201 Calle Cesar Chavez
Suite 103
Santa Barbara, CA 93103

Notice shall be delivered to COM DEV at:

Mr. Josh Lober
Lober & Walsh Engineering, Inc.
d/b/a/ COM DEV Wireless Group
3450 Broad Street, Suite 107
San Luis Obispo, CA 93401
Telephone: (805) 544-1089
Fax: (805) 544-2055

or to such other place and with such other copies as either Party may designate as to itself by written notice to the others. All such notices and communications shall be deemed to have been duly given at the time delivered by hand, if personally delivered; five business days after being deposited in the mail, first class postage prepaid, return receipt requested, if mailed; when receipt confirmed (or if receipt is confirmed after normal business hours, as of the next business day), if sent by facsimile; and the next business day after timely delivery to the courier, if sent by an over-night air courier service guaranteeing next day delivery.

11.4 Choice of Law. The validity, construction and performance of this Agreement shall be governed by the laws of the State of California without regard to provisions concerning conflicts of law. The Parties hereto agree that suit may be brought for breach of this Agreement only in the State and Federal Courts in the State of California, Santa Barbara County.

11.5 Entire Agreement; Amendments. Except for the NDA, this Agreement, together with all exhibits and schedules hereto, constitutes the entire agreement among the Parties pertaining to the subject matter hereof and supersedes all prior agreements,

understandings, negotiations and discussions, whether oral or written, of the Parties, except for the NDA. No supplement, modification or waiver of this Agreement shall be binding unless executed in writing by the Party to be bound thereby.

11.6 Severability. If any provision of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, such provision shall be deemed deleted from this Agreement and the remaining provisions of this Agreement shall remain in full force and effect.

11.7 Captions and Headings. The captions and section headings used in this Agreement are for convenience only, are not a part of this Agreement, and shall not be used in construing it.

11.8 Expenses. Except as otherwise expressly provided herein, COM DEV shall be solely responsible for any recording and transfer fees arising this Agreement. COM DEV shall be responsible for any fees associated with filing; (i) the applications for the FCC Consents; and (ii) any other application for Consent required from any governmental authority in connection with the testing or use of the COM DEV Equipment. Except as otherwise provided in this Agreement, the Parties will each be liable for its own expenses incurred in connection with the negotiation, preparation, execution or performance of this Agreement.

11.9 Schedules and Exhibits. The Schedules and Exhibits to this Agreement are a material part hereof and shall be treated as if fully incorporated into the body of the Agreement.

11.10 Publicity. Except as required by law, neither Party shall issue any press release or make any public statement regarding the transactions contemplated hereby without the prior approval of the other Party.

11.11 Confidential Information. The Parties acknowledge that the transaction described herein is of a confidential nature and shall not be disclosed except as provided in the NDA.

11.12 Parents and Affiliates of Parties. This Agreement shall benefit and be binding upon the Parties hereto and their respective parent companies, subsidiaries and affiliates.

11.13 Construction. The Parties hereto have participated in the drafting of this Agreement. Consequently, no provision of this Agreement shall be construed in favor of or against any Party because its attorney drafted the provision.

11.14 Compliance with Certain Laws. The Parties will cooperate with each other to ensure compliance with complying with all export control laws and regulations which may be imposed by the U.S. Government and any country or organization of nations within whose jurisdiction the Parties operate or does business.

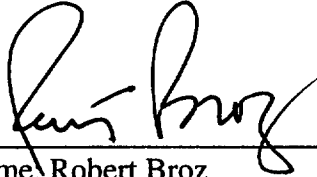
11.15 Counterparts and Authority. This Agreement may be executed in any number of counterpart copies, each of which shall constitute an original, and all of which together shall constitute one and the same document. Delivery of a duly executed counterpart may be effected by facsimile transmission of the document to the numbers given in subsection B. hereof. The signatory for each Party certifies that he has authority to bind the respective Party to this agreement.

11.16 Independent Contractor Status. The Parties are and shall be independent contractors to one another, and nothing herein shall be deemed to cause this Agreement to create an agency, partnership or joint venture between the Parties. Nothing in this Agreement shall be interpreted or construed as creating or establishing the relationship of employer and employee between COM DEV and ALPINE PCS or any officer, employee or agent of ALPINE PCS.

IN WITNESS WHEREOF, the Parties hereto, hereby enter into this Agreement effective as of the date first set forth above

Dated: February 7, 2001

ALPINE PCS.

By: 
Name: Robert Broz
Title: President

Dated: February 7, 2001

Lober & Walsh Engineering, Inc.
d.b.a. COM DEV WIRELESS GROUP

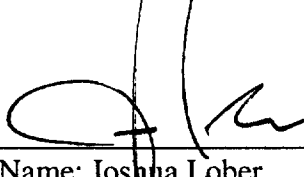
By: 
Name: Joshua Lober
Title: Vice President

EXHIBIT A

Lab Testing:

COM DEV shall commence lab testing the COM DEV Equipment on December 1, 2000. The lab testing shall be conducted exclusively by COM DEV, at COM DEV's sole expense. COM DEV shall use reasonably commercial endeavors to complete the lab testing prior to November 30, 2001. COM DEV shall, no less frequently than once a month, inform ALPINE PCS of the results of such lab testing.

Extended Alpha Testing:

Subject to the authorization (if any is required) of its landlord and the reasonable requirements of COM DEV, ALPINE PCS shall provide COM DEV with such access to facility and tower space, as is reasonably necessary to carry out the alpha testing of the COM DEV Equipment, at the following three ALPINE PCS cell sites:

Site 1: Site 71 – Paso Robles

Site 2: Site 70 – Paso Robles

Site 3: To be determined based on site availability during alpha testing.

Substitute sites may be offered and utilized if they become available and deemed more suitable by ALPINE PCS. The Parties shall cooperate, to the extent possible, to ensure that the extended Alpha testing does not interfere with Alpine PCS' then existing network facilities.

Testing will involve a limited group of COM DEV test engineers and a 10 Megahertz of the ALPINE PCS spectrum that will not be used during the test period for conventional PCS service. Alpha testing will be at the sole expense of COM DEV, except that ALPINE PCS will make available sufficient facility and tower space for the COM DEV Equipment, as well as necessary coordination time of ALPINE PCS personnel at COM DEV's expense. COM DEV shall use reasonably commercial endeavors to commence the extended

alpha testing on April 1, 2001 and complete such testing within six (6) months thereafter. COM DEV shall, no less frequently than once a month during the testing, inform ALPINE PCS of the results of such alpha testing.

Beta Testing:

Beta tests will begin at the successful conclusion of the extended alpha testing, and shall be concluded by December 31, 2001 unless the testing periods described herein have been extended by mutual agreement of the Parties. Beta testing will provide for wireless broadband service to a select set of commercial users to be chosen by the mutual agreement of the Parties. ALPINE PCS shall be entitled to all end-user revenues generated during beta tests and shall be responsible for all customer billing and related issues. ALPINE PCS, at its own discretion, may decline its entitlement to the end-user revenues during beta tests. COM DEV shall own and retain all materials and equipment installed and paid for by it, and shall pay all ALPINE PCS and third party charges relating to the planning, design, installation and maintenance of test facilities. Any charges or expenses to be paid for by COM DEV must be pre-approved in writing by COM DEV.

During beta testing, service will be provided to end-user units which will be supplied by COM DEV at cost to a mutually agreed upon number of end-users. Service will not be initiated to such units until the relevant end-users have entered into a service agreement (the "Service Agreement") with COM DEV, which agreement shall acknowledge the fact that service is being provided on a test basis by means of switching equipment, the effectiveness of which cannot be guaranteed. Such Service Agreements, the text of which shall have been approved in advance by ALPINE PCS, shall further state that service shall be limited to the areas sub-tended by the designated cell sites, that hand-offs to traditional Cellular sites are not possible, and that

calls may well be dropped or may not be completed. In addition, the Service Agreement shall provide that the end-user shall further acknowledge that it shall have no claim against ALPINE PCS or COM DEV on account of calls attempted to be originated or terminated to the end-user's unit in question during the test.

SCHEDULE A

TERMS

1. Upon successful completion of trials, ALPINE PCS has the option to purchase the pre-production "Access Points" used in trials on terms and conditions to be negotiated and agreed between the Parties. The price of the pre-production Access Points shall be on the most favorable terms. The price shall include all antennas, cables, lighting and surge protection, power conditioning equipment and installation costs.

Should the option to purchase be exercised, the Central Office equipment installed at the COM DEV wireless office in San Luis Obispo used during trials subject to compliance with applicable laws and regulations and the obtaining of appropriate licenses if applicable, will be available for use by ALPINE PCS for a period of three months after completion of trials ("Post Exercise Period") at no additional charge. ALPINE PCS technical personnel shall be given card key access to the Central Office facility to perform after-hours maintenance and operation as required. At the end of the Post Exercise Period, ALPINE PCS must purchase M/ERGY Central Office equipment, the Central Office Equipment from COM DEV at terms to be negotiated and mutually agreed. Expansion "Central Office" hardware required to support additional M/ERGY "Access Points" or expansion of Fiber Optic Internet Components shall be purchased and owned by ALPINE PCS at ALPINE PCS' sole discretion.

2. Additional M/ERGY "Access Points" may be purchased from COM DEV Wireless at most favorable pricing rates, in accordance with COM DEV's standard terms and conditions of sale at that time. In determining the most favorable pricing rates, pricing for a buyer who simultaneously either invests at least One Million Dollars (\$1,000,000) in COM DEV securities or makes a payment of at least One Million Dollars (\$1,000,000) for non recurring

engineering (NRE) shall not be used. The price shall include any software, any associated documentation, and any updates thereto. If COM DEV enters into a purchase agreement for Access Points or similar agreement with a third party but under more favorable financial, or other material, terms than those given to ALPINE PCS, COM DEV shall promptly notify Alpine PCS of said more favorable terms, and the agreement between COM DEV and ALPINE PCS shall automatically be amended effective with the date of such other agreement to reflect the more favorable terms. COM DEV will provide ALPINE PCS with any information necessary to evidence compliance with this Section 2.

3. For a period of one (1) year from the date of completion date of trial, should additional M/ERGY access points be purchased, COM DEV shall provide reasonable training to ALPINE PCS for six (6) people at no additional charge. All training shall be performed at either COM DEV's facilities in San Luis Obispo, California, or Memphis, Tennessee at ALPINE PCS' reasonable discretion. ALPINE PCS shall be responsible for their own travel and lodging expenses.

4. For a period of one (1) year from the date of completion of the trials, should additional M/ERGY access points be purchased, COM DEV shall provide reasonable technical support to ALPINE PCS at no additional charge. ALPINE PCS shall pay any reasonable travel and lodging incurred during support outside of San Luis Obispo County in connection with such technical support.