

SUPPLEMENTAL AGREEMENT TO EQUIPMENT CONTRACT FOR FIELD TRIAL

AGREEMENT made as of _____, between _____

(hereinafter called the "Seller") and _____ (hereinafter called the "Purchaser").

In consideration of the mutual undertakings herein contained and of approval by the Administrator of the Rural Utilities Service (hereinafter called the "Administrator"), of the Material or Equipment Contract between the Seller and the

Purchaser dated _____, as revised by this Supplemental Agreement for Field Trial, the parties hereto agree as follows:

1. Installation of the Material or Equipment described herein pursuant to the Equipment Contract or Purchase Order shall be on a field trial basis and shall be subject to the following provisions, because the Material or Equipment is not on the "List of Material Acceptable for Use on Telephone Systems of RUS Borrowers."

(a) During the field trial, which shall be a minimum of _____ months following completion of the installation and initial testing of the material or equipment, or such longer period as may be required to obtain conclusive results, the Administrator may make such examinations, measurements and observations of the Material or Equipment at the site of the installation as may be necessary to determine whether the Material or Equipment is performing satisfactorily in accordance with applicable RUS specifications or requirements. The purchaser may cancel the contract without penalty if within the first three months after the in-service date the Material or Equipment cannot be made to perform satisfactorily within the applicable specification requirements.

(b) The Seller shall promptly make such mechanical or electrical changes as may be required by the Administrator to make the Material or Equipment conform to applicable RUS specifications or requirements. Such changes shall be made by the Seller at no additional expense to the Purchaser.

(c) If the Material or Equipment cannot be made to conform to applicable RUS specifications or requirements, the Seller shall promptly remove same, if feasible, from the premises at no expense to the Purchaser, and in all instances shall promptly refund to the Purchaser any payments which may have been made by the Purchaser to the Seller including all material or equipment cost and labor cost.

(d) Notwithstanding the provisions of the Material or Equipment Contract, final payment for the field trial Items shall not be due until completion of the field trial to the satisfaction of the Administrator.

2. This Agreement shall become effective only upon approval in writing by the Administrator or the Contract which it supplements. Description of item for field trial and cost, including installation cost, if only part of the overall purchase is

affected _____

(SELLER)

(PURCHASER)

By _____

BY _____

TITLE _____

TITLE _____