

WARRANTY, TERMS AND CONDITIONS OF SALE

Cepoint Networks, LLC. warrants that the product(s) that it manufactures and sells will be free from defects in materials and workmanship for a period of one (1) year from the date of shipment. If a product proves defective during this warranty period, Cepoint Networks, at its option or discretion, either will repair the defective product without charge for parts and labour, or will provide a replacement in exchange for the defective product(s). ALL SALES ARE FINAL AND CEPOINT WILL NOT ACCEPT RETURNS WITHOUT WRITTEN CONSENT OF THE COMPANY.

In order to obtain service under this warranty, Customer must notify Cepoint of the defect before expiration of the warranty period and make suitable arrangement for the performance of service. Customer shall be responsible for packaging and shipping the defective product(s) to the service center designated by Cepoint, with shipping charges prepaid. Cepoint shall pay for return of the product to customer if the shipment is to location within the country in which Cepoint Networks service center is located. Customer shall be responsible for paying all shipping charges, duties, taxes, and any other charges for products returned to any other location(s).

This warranty shall not apply to any alteration, defect, failure or damage caused by improper use or improper or inadequate maintenance and care. Cepoint shall not be obligated to furnish service under this warranty a) to repair damage resulting from attempts by personnel other than Cepoint representative to install, repair or service the product; b) to repair damage resulting from improper use or connection to incompatible equipment; c) to repair any damage or malfunction caused by customer's actions or attempts to modify the product(s).

THIS WARRANTY IS GIVEN IN LIEU OF ANY OTHER WARRANTIES, EXPRESS OR IMPLIED. CEPOINT NETWORKS, LLC. AND ITS VENDORS DISCLAIM ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. CEPOINT NETWORKS' RESPONSIBILITY TO REPAIR OR REPLACE DEFECTIVE PRODUCTS IS THE SOLE AND EXCLUSIVE REMEDY PROVIDED TO THE CUSTOMER FOR BREACH OF THIS WARRANTY. CEPOINT NETWORKS AND ITS VENDORS WILL NOT BE LIABLE FOR ANY DIRECT OR INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OR LOSS OF REVENUE OR BUSINESS LOSS IRRESPECTIVE OF WHETHER CEPOINT OR THE VENDOR HAS ADVANCE NOTICE OF THE POSSIBILITY OF SUCH DAMAGES OR LOSS.

Terms and Conditions of Sale

Purchase of Cepoint Networks, LLC. products pursuant to the transaction specified in this acknowledgement form shall be subject to the following terms and conditions:

1. General

(i) In these terms and conditions of sale, "Company" shall mean Cepoint Networks, LLC. The "customer" shall mean that entity to which an Cepoint Networks, LLC. quotation or Products are delivered. The "Products" shall mean the products specified by the Company for sale to the customer as specified on Cepoint Networks quotations, shipment packing lists and invoices. If the Products include hardware and software, or software only, such software is licensed, not sold, to Customer, notwithstanding language to the contrary as used in these terms and conditions of sale.

(ii) Customer purchase orders are accepted by the Company with the understanding that the Company is bound only by these terms and conditions of sale. Any conflicting or additional terms of the customer contained in its purchase order forms or in other writings of the customer are objected to by the Company and are hereby excluded unless expressly agreed by the Company in writing. Acceptance by the customer of the Products subject to this acknowledgement shall constitute the customer's acceptance of these terms and conditions of sale and the exclusion of pre-printed terms and conditions of purchase on customer's order forms.

2. License Grant

The rights of License, ownership and warranty (of Software) remains that of the Original Authors, Owners or Publishers of the Software.

(i) Subject to the terms and conditions of this acknowledgement, In regards to Software developed or owned by Cepoint, the Company grants to customer, in consideration for customer's payment of the prices agreed by the parties, a non-exclusive, worldwide, revocable, non-transferable, non-sub licensable personal license to access and use the Company's software (the "Software"), whether the Software is

distributed as a standalone product by Company, or is included with Company's other Products specified in this acknowledgement. The Software is licensed, not sold. Company and its licensors retain all right, title and interest in and to the Software, and reserve all rights in the Software not expressly granted to customer under this acknowledgement. Copyright laws and international copyright treaties, as well as other intellectual property laws and treaties protect the Software.

(ii) Customer shall not otherwise use, and may not copy, distribute, perform, display, modify or prepare derivative works of the Software, and customer shall not reverse engineer, decompile, or disassemble the Software. Customer shall not rent, lease or lend the Software or use it on a network or make it available on a time-sharing basis except as authorized in writing by Company. Customer shall not disclose or use for internal software development purposes the results of any benchmarking of the Software without Company's prior written consent, nor attempt to circumvent any security, locking mechanism or other technical means used by Company to prevent unauthorized use, reproduction or distribution of the Software, or remove or obscure any proprietary rights notices placed on the Software by Company.

3. Price

(i) This acknowledgement relates only to the Products, including the Software, as are specified on an Cepoint Networks, LLC. invoice.

(ii) Unless otherwise stated, the price is exclusive of installation, transportation, insurance, taxes, customs duties and any other charges related to such Products, which shall be separately stated on the invoices and paid by customer.

(iii) In the event of changes, delays or suspension of work due to the customer's instructions, or lack of instructions, which increase the cost, the price shall be adjusted by the Company to reflect any such increased costs, and the Company may also change the delivery date as appropriate.

(iv) The Company reserves the right to adjust prices at any time upon at least thirty (30) days notice to the customer.

4. Acceptance

ALL SALES ARE FINAL.

(i) The Products shall be deemed accepted by the customer upon delivery by the Company.

(ii) The Company shall, in all cases, endeavor to meet the specifications of the order. If the Company determines such specifications cannot be accomplished within the agreed price or delivery date, it shall inform the customer in writing, together with an estimate of the level of performance which could be achieved within the agreed price or delivery date. Within ten (10) days of receiving such information the customer will notify the Company, in writing, whether it will accept the substitute performance. In the event of cancellation of order for work already in progress, the company shall be entitled to 35% re-stocking fee, and customer shall be credited amount paid or deposited (less 35% of the original amount). Credit of all payments made (less 35%) with respect thereto and upon cancellation and repayment, neither party shall be liable to the other for damages or any other costs or expenses. This shall be the sole remedy of the parties for the circumstances specified in this provision.

5. Delivery Schedule and Transportation

Delivery dates are approximate only. Cepoint shall not be responsible for any direct, consequential, or incidental loss or damage resulting from failure or delay in shipment.

(i) The customer will give the Company adequate instructions for shipment of the Products within a reasonable time prior to the delivery date advised by the Company.

(ii) Unless otherwise agreed in writing by the Company, delivery of the Products shall be F.O.B. the Company's shipping point. Risk of loss to the Products shall pass to the customer upon delivery to the carrier by the Company at the F.O.B. point. The Company shall not be liable for claims for loss or damage to Products in transit, and all such claims must be made by the customer against the carrier in accordance with the carrier's conditions.

(iii) The Company reserves the right to otherwise select the means of transportation and routing.

(iv) Delivery dates are not guaranteed and the Company shall not be liable for any expense, loss or damage arising directly or indirectly from any late delivery. In no cases shall late delivery be grounds for rejecting Products or terminating the contract.

(v) Where the order provides for delivery by installments, delays in delivery or the non- delivery of any installment shall not entitle the customer to terminate the contract or reject any other installment.

6. Cancellation and Rescheduling of Orders

(i) The customer may not cancel any deliveries except subject to payment of the following cancellation charges: one hundred percent (100%) of the invoice charges for cancellations thirty (30) or fewer days prior to the scheduled delivery date; fifteen percent (35%) of the invoice charges for cancellations thirty one (31) to sixty (60) days prior to the scheduled delivery date. The customer may cancel any delivery without penalty upon written notice to the Company at least sixty (60) days prior to the scheduled delivery date.

(ii) The customer may not reschedule deliveries under any order except in accordance with the following: no reschedules within fifteen (15) days prior to the original scheduled delivery date; one (1) reschedule (not to exceed thirty (30) days after the original scheduled delivery date) upon written notice received by the Company between sixteen (16) and thirty (30) days prior to the original scheduled delivery date, upon payment by the customer to the Company of a sum equal to one hundred percent (100%) of the invoice charges for such rescheduled delivery; one reschedule (not to exceed sixty (60) days after the original scheduled delivery date) upon written notice received by the Company between thirty one (31) and sixty (60) days prior to the original scheduled delivery date, upon payment by the customer to the Company of a sum equal to fifteen percent (15%) of the invoice charges for such rescheduled delivery; and, unlimited reschedules upon written notice to the Company at least sixty one (61) days prior to the original scheduled delivery date.

7. Terms of Payment

(i) Unless otherwise agreed in writing, payment for the Products shall be as follows: 50% Prepayment (down payment) and 50% Balance Net thirty (30) days from the date of delivery (Subject to credit approval by the company). All payments shall be in U.S. dollars unless otherwise agreed by the Company.

(ii) Title in the Products shall not pass to the customer until the Company has received payment in full of the contract price, together with any interest and any sums, which are due or become due from the customer. In no event shall title to the Software pass to customer. The customer agrees Company maintains a security interest in the Products until full payment is made by the customer.

(iii) Where the Company retains title to Products, the customer may sell or dispose of such Products provided that all sums received from the transaction are held on trust for the Company unless or until the Company receives full payment for the Products.

(iv) If payment of the contract price or any other sum is not made within the agreed terms or if the customer shall become bankrupt, enter into liquidation or has a Receiver appointed, all sums outstanding shall become payable immediately and the Company shall have the following rights: a) to charge interest at the rate of one and one-half percent (1 1/2%) per month or the maximum rate permitted by law, whichever is lower, b) to suspend the manufacture and delivery of any further Products, c) to terminate any unexecuted portion of the order with the customer without prejudice to any other remedy, and d) to enter the customer's premises, at any time, to repossess the Products.

(v) All payments due shall be made in full, with no deductions in respect of any counterclaims from the customer, and the customer shall pay the full order price regardless of any delays in delivery or performance or any corrections or adjustments that may be necessary to the Products.

(vi) The Company reserves the right to deliver by installments and, unless otherwise specified, partial deliveries shall be separately invoiced and paid for without regard to later deliveries.

(vii) Orders are accepted subject to the satisfactory credit status of the customer and the Company reserves the right to terminate the contract or change payment terms should the customer's credit status cease to be satisfactory to the Company.

8. Return of Products

Cepoint does not allow returns for non-defective systems or products that do not meet Purchaser's expectations that are not accepted by Cepoint in writing. Cepoint installs and assembles component parts produced by unrelated manufacturers. Cepoint makes no warranty, express or implied, as to defects in material or workmanship of those components. Cepoint shall not be liable for any inability or failure on the part of manufacturers to make good on their warranties. Cepoint warrants that any assembly and installation services that it performs ("Services") shall be free of defects in workmanship for a period of 30 days from the date of delivery, provided that the products are operated and maintained in accordance with all instructions in the user manuals, are operated under normal use, and the proper Return Merchandise Authorization ("RMA") procedures are followed in accordance as set in other sections of this terms and conditions

Under no circumstances shall Products delivered to the customer under the order be returned unless the customer has obtained prior written consent from the Company.

9. Limited Warranty

(i) The Company warrants that the Products (other than the Software) sold pursuant to the contract shall be free from defects in materials and workmanship, and shall comply with the Company's written specifications, under normal use and service for a period of one (1) year from the date of delivery to the customer. The Company bundles Software in accordance with Software License provided by the original authors or owners and does not Warrant its functionality or use. Cepoint Does not warrant that bundled Software will perform in accordance with its specifications as may be used by the customer. In the event of Bundled Software Defect within 30-days of delivery, Cepoint may replace the Software package with a new Package, provided the return of the bundled software is within 30-days of delivery.

(ii) All warranty claims by the customer shall be made within the applicable warranty period, and shall be made only with the Company's prior written consent. The Company shall conduct failure analysis on all authorized warranty returns, and its determination as to whether the Products conform to this warranty shall be final and binding as between the parties. Products which the Company determines were improperly returned to the Company shall be returned to the customer, freight collect, and the Company reserves the right to charge the customer for its costs of conducting the failure analysis on such Products.

(iii) The Company's sole obligation under this limited warranty shall be to repair or replace defective Products, or to issue a credit to the customer for such Products, at its option. All Products determined by the Company to be defective shall become the property of the Company upon replacement, repair or the issuance of credit.

(iv) All Products supplied but not manufactured by the Company are sold subject to the manufacturer's conditions of sale. The Company's sole liability in respect of such Products shall be to pass on to the customer the benefits from any warranty or other contract between the Company and the Manufacturer, applicable at the time of delivery.

(v) The Company shall have no liability for defects in the Products which arise from the customer's neglect, misuse, faulty maintenance, repairs carried out improperly or any installations or alterations carried out without the prior written consent of the Company. The Company reserves the right to charge customer for repairs where damage has resulted from misuse or incorrect installation.

(vi) THE COMPANY MAKES NO OTHER WARRANTY TO THE CUSTOMER ARISING FROM OR IN CONNECTION WITH THIS ACKNOWLEDGEMENT OR THE PRODUCTS, EXPRESS OR IMPLIED. THE WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT AND FITNESS FOR A PARTICULAR PURPOSE ARE EXPRESSLY DISCLAIMED BY THE COMPANY.

10. Limitation of Liability

IN NO EVENT SHALL THE COMPANY BE LIABLE TO THE CUSTOMER OR ANY THIRD PARTY FOR INCIDENTAL, CONSEQUENTIAL OR SPECIAL DAMAGES RELATED TO OR IN CONNECTION WITH THIS ACKNOWLEDGEMENT OR THE PRODUCTS, WHETHER ARISING IN CONTRACT, TORT (INCLUDING NEGLIGENCE, STRICT LIABILITY OR OTHERWISE), FROM BREACH OF WARRANTY OR ANY OTHER CLAIM, EVEN IF THE COMPANY IS MADE AWARE OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT SHALL THE COMPANY'S MONETARY DAMAGES TO THE CUSTOMER EXCEED THE AMOUNTS OF MONEY PAID BY THE CUSTOMER TO THE COMPANY FOR THE PRODUCTS AT ISSUE.

11. Intellectual Property Rights and Indemnification

(i) Any existing or hereafter acquired intellectual property rights, including but not limited to patents, copyrights, mask work rights, trademarks, trade secrets and other proprietary rights, and all existing or hereafter discovered or invented technology, know how, confidential information and processes related to the Products or the way they are designed or manufactured shall be and remain the sole and exclusive property of the Company, and the customer agrees, upon the Company's request and at its expense, to execute any documents and instruments which are necessary to permit the Company to protect its exclusive interests in such matters.

(ii) The Company agrees to indemnify and hold the customer harmless from any and all claims, lawsuits, damages, liabilities or expenses, including reasonable attorneys' fees and costs, arising from or in connection with actual or alleged infringement of any U.S. patent, U.S. copyright, U.S. trade secret or other U.S. intellectual property right by the Products, or by compliance with the Company's specifications; provided the customer gives the Company: prompt notice of any such claim, all necessary assistance to defend the matter, and sole control over defense of the claim, including the right to settle. Notwithstanding the foregoing, the Company's sole obligation under this provision shall be satisfied if it procures a license giving the customer the right to use the Products, or replaces the Products so there is no infringement by the customer; in such a case, the Company shall have no further obligation to the customer arising from such alleged or actual infringement.

(iii) The customer shall indemnify and hold the Company and its affiliated companies harmless from any and all claims, lawsuits, damages, liabilities and expenses, including reasonable attorneys' fees and costs, arising from or in connection with actual or alleged infringement of any U.S. patent, U.S. copyright, U.S. trade secret or other U.S. intellectual property right as a result of compliance with the customer's specifications, or related to the customer's use of the Products or combination of the Products with other products.

12. Severability

If any provision in these terms is deemed invalid or unenforceable it shall not, as far as possible, affect any other provision of these terms and accordingly all such other provisions shall remain in full force and effect.

13. Waiver

Where the Company waives or modifies any condition of these terms for the customer, it shall not affect the Company's right to enforce all other conditions, and a waiver or modification on one occasion shall not be construed as applying to any other occasion.

14. Force Majeure

Where the Company is prevented from, or hindered in, complying with performance for any reason outside the Company's control, including, but not exclusively by reason of strike, lockout, fire, accident, Act of God or government restriction, all further obligations of the Company shall be suspended until a reasonable time after the cause. If such cause continues for more than six (6) months, the Company may terminate its performance by notice in writing without any further liability.

15. Compliance and Export Controls.

Unless otherwise agreed by the parties, the Products shall not be required to comply with any regulation or provision of any foreign law or government authority, including any regulation relating to safety. The customer shall, at its own expense, comply with all statutory and other provisions of any government department or other authority. As between the parties, the customer shall be responsible for all compliance with U.S. export controls with respect to shipment of the Products outside the United States.

16. Arbitration

If at any time any question, dispute or difference shall arise between the parties in relation to or in connection with the Products or these terms, either party may give the other written notice of the existence of such question, dispute or difference and the same shall be referred

to the arbitration of a person to be mutually agreed on or, failing agreement, within 30 days of the receipt of such notice of some person appointed by the American Arbitration Association. Such arbitration shall be held in San Jose, California. The parties shall pay their own costs of the arbitration. The arbitrator's award may be entered as a final judgment in a court of competent jurisdiction. Notwithstanding the foregoing, the Company shall have no obligation to arbitrate issues arising from customer's non-payment or misuse of Company's confidential information or intellectual property.

17. Governing Law

Unless otherwise agreed in writing, these terms and the transaction specified in this acknowledgement shall be governed and interpreted exclusively according to the laws of the state of New Hampshire, and, subject to the arbitration provisions above, shall only be subject to the exclusive jurisdiction of state or federal courts in Hillsborough County, New Hampshire.

18. Miscellaneous

(i) These terms, and the terms between the parties with respect to price, product, quantity and delivery date constitute the entire agreement between the parties with respect to the business subject to this acknowledgement, and supersede all prior agreements, representations and warranties, express or implied, between the parties with respect to such subject matter.

(ii) Any notices required or permitted by these terms shall be in writing, and shall be given personally or by certified mail, return receipt requested, and shall be effective as of the date of receipt.

(iii) The customer shall not assign any of its rights or obligations under this acknowledgement to a third party without the Company's prior written consent, and any such attempted assignment shall be void. These terms shall be binding on and inure to the benefit of each party's successors and assigns.

(iv) The Company and the customer are independent contractors, and neither shall have the right to bind or commit the other to any obligations.

(v) No delay or omission by the Company to exercise any right, power or remedy under this acknowledgement shall be deemed a waiver of such right, power or remedy then, or on any future occasion.

(vi) The headings in these terms are for the convenience of the parties, and shall not be considered in any construction or interpretation of these terms or the contract.

19. EXPORT

Customer or Purchaser shall not export, directly or indirectly, any U.S. source products including, without limitation, to computers or other peripheral equipment acquired from Cepoint or any products utilizing any Cepoint supplied computer, software, equipment or technical information, without first obtaining the written consent of the United States Department of Commerce or other agency of the United States government as required by statute or regulations. Customer or its agent(s) shall comply with all US export laws and regulations before exporting or attempting to export any product sold to it by the Company.

20. Statute of Limitations. No claim may be brought by the Customer against the Company after one year, or more than one year from the date of purchase.