

ERICSSON FEDERAL INC.
TERMS AND CONDITIONS

1. ERICSSON FEDERAL INC. ("COMPANY") MAKES NO WARRANTY EXPRESS OR IMPLIED. AS TO ANY MATTER WHATSOEVER RELATING TO EACH OF THE PRODUCTS LISTED ON THE FACE OF THIS CONFIRMATION (OR INVOICE), INCLUDING THE CONDITION OF THE PRODUCTS. ITS MERCHANTABILITY OR ITS FITNESS FOR ANY PARTICULAR PURPOSE except to the extent that a warranty is otherwise identified. The Purchaser acknowledges that there are no warranties implied by custom or usage in the trades of either the Purchaser or Company that are part of the agreement between the Purchaser and Company herein, and that it is customary in the trades of Purchaser, and the Company that there are to be no warranties, and that any prior dealing between the Purchaser and Company or its authorized distributor does not imply any warranty from Company with respect to each of the products ordered herein.

2. Company reserves and the Purchaser hereby grants Company, a purchase money security interest in each of the products listed the face hereof in the amount of its purchase price plus all attorneys' fee and cost of collection described in paragraph 12 below. These interests will be satisfied by payment in full by the Purchaser. A copy if this Confirmation (or Invoice) may be filed on Company's behalf with appropriate state authorities at any time after a signature by the Purchaser as a financing statement in order to perfect Company's security interest. Such filing does not constitute acceptance of this Confirmation (or Invoice) by Company. Company shall have all rights and remedies of a secured party under the applicable provisions of the Uniform Commercial Code.

3. This Confirmation (or Invoice) constitutes an offer to purchase by the Purchaser and shall in no way be construed to constitute a binding agreement upon Company until an authorized officer (VP or higher) of Company accepts this Confirmation (or Invoice) and Company shall reserve the right to accept or reject this Confirmation (or Invoice) at its sole discretion.

4. The salesman or agents of Company are not authorized to make any representations, or promises or warranties, regarding the products listed on the face hereof or any other Company products on behalf of Company or in any manner that may obligate Company to the Purchaser. The only warranties, if any, that exist as to the product are express representations, promises or warranties that Company may make in writing to the Purchaser.

5. Company shall not be liable for any delay in its performance of any of the terms of this Confirmation (or Invoice), or in its delivery of shipment and/or installation supervision of the product ordered herein, or for any damages suffered by the Purchaser by reason of such delay, when such delay is directly or indirectly caused by, or in any manner arises from fires, floods, accidents, riots, acts of God, war, governmental interference or embargoes, strikes, labor difficulties, shortage of labor, fuel, power, material or supplies, transportation delays, or any other cause or causes (whether or not similar in nature to any of these hereinbefore specified) beyond it normal and direct control.

6. Company shall not be liable to the Purchaser or to any other party claiming through Purchaser for any indirect,

special, consequential or exemplary damages suffered by the Purchaser or such third party in connection with or arising out of the furnishing, performance or use of any of the products listed on the face hereof or by any reason of delays in Company's performance of any of the terms of this Confirmation (or Invoice) for reasons other than those specified or contemplated in paragraph 5 herein: in such event, the sole remedy the Purchaser shall have against Company shall be limited to the replacement value of the products ordered herein. (This paragraph is not intended to apply to any injuries to the person of the Purchaser or any third party claiming through Purchaser).

7. By signing for a receipt of a shipment and /or completion of installation supervision, the Purchaser acknowledges that it has received the products ordered in full and in acceptable and working condition. Any claims for defective, damaged, or missing products must be reported in writing by the Purchaser within (20) days from the said receipt and/or completion date; otherwise, such claims will be deemed waived by the Purchaser. For any claims validly and timely made, Company shall reserve the right to repair the defective, damaged or missing products: or to replace the same with the identical or similar products: however, should the identical or reasonably similar products be unavailable Company shall compensate the Purchaser to the extent such products were already paid for by the Purchaser. Company shall have no liability for products misused or abused by the Purchaser. Purchaser's remedy for any breach of the term hereof shall be limited solely to the remedy provided in this paragraph 7. All other liability in contract or tort, is expressly disclaimed, waived and negated. In no event shall Company be liable to Purchaser for any incidental, consequential or exemplary damages resulting from a breach of any term or condition here or any implied warranty or any requirement existing and applicable under the law, which, contrary to the intention of the parties hereto, the law states cannot or is not disclaimed or negated.

8. All of the terms and conditions specified herein, or elsewhere, may not be modified or added to, and any attempt to do so shall not be binding upon Company, whether or not such attempt is made by the salesman or agents of Company or of its authorized distributor, unless a prior written consent, signed by an authorized officer (VP or higher) of Company is given.

9. If any provisions of this Confirmation (or Invoice) shall be held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provision shall not in any way be affected or impaired thereby and the remaining provisions shall be fully enforceable.

10. This Confirmation (or Invoice) is not assignable without the prior written consent, signed by an authorized officer (VP or higher) of Company. Any attempt to assign any of the rights, duties or obligations of this Confirmation (or Invoice) without such consent is void.

11. No action, regardless of form, or the Purchaser arising out of this Confirmation (or Invoice) may be brought by the Purchaser more than one (1) year after the cause of action has arisen. Nothing herein shall limit the period during which Company may institute a claim against the Purchaser.

12. Company shall be entitled to receive from the Purchaser all costs and expenses reasonably incurred in the collection of the amount owing hereunder by the Purchaser, including reasonable attorneys' fees, collection fees and court costs in the event an action is filed for collection. This Confirmation (or Invoice) shall be construed and governed by the laws of the Commonwealth of Pennsylvania AND VENUE IN ANY LITIGATION PURSUANT TO THIS ORDER (OR INVOICE) SHALL BE IN ALLEGHENY COUNTY, PENNSYLVANIA.

13. The Purchaser acknowledges that the prices specified in this Confirmation (or Invoice) are the quoted prices applicable to the products according to Company's Price List or the respective quote to the Purchaser in effect at the time, and consequentially, Company reserves the right to adjust the said prices in accordance with the Price List/Quote which is in effect at the time of shipment of the products. However, in the event such adjustment by Company becomes necessary, Company shall notify the Purchaser of the adjustment prior to shipment and shall ship the products only upon receipt of consent to do so from the Purchaser.

14. It shall be the responsibility of the Purchaser to have the products listed on the face hereof moved in and on to the premises of said Purchaser into the area where it is to be installed and used.

15. In the event a Confirmation (or Invoice) is accepted by Company and the Purchaser, such Confirmation (or Invoice) cannot be canceled or terminated by the Purchaser without payment of a cancellation or termination fee to be determined at the sole discretion of Company. Such cancellation or termination fee may or may not be set forth in this Confirmation (or Invoice) and should such cancellation or termination fee not be set forth in this Confirmation (or Invoice) that is not to be construed as a waiver on the part of Company in assessing any cancellation or termination fee at a future date. Any cancellation or restocking charge imposed by a supplier on Company will be accepted and paid by the Purchaser as part of the quotation contract settlement. An addition ten percent (10%) charge may be applied by Company.

16. The Purchaser hereby represents and warrants that (i) it has fully and completely reviewed and understood this Confirmation (or Invoice) including but not limited to these Terms and Conditions and (ii) this Confirmation (or Invoice) is fair and reasonable as to the Purchaser.

17. Amount not paid to Company by the due date shall bear interest at the lesser of 18% per annum or the maximum amount allowed by law from and after the due date.

18. All risk of loss shall pass to the Purchaser upon Company placing the products with a third-party carrier or shipper, contingent on Purchase Confirmation FOB requirements and acceptance by Company.

19. This Confirmation (or Invoice) constitutes the full and complete agreement between Company and the Purchaser with respect to the subject matter hereof and all prior oral or written agreements are hereby superseded. This Confirmation (or Invoice) excludes modification or rescission except by a writing signed by a duly authorized officer (VP or higher) of Company.

20. Company shall be permitted to deliver the product in separate lots.

21. The Purchaser may accept this Confirmation (or Invoice) only by accepting the specific terms and conditions herein and no additional terms or conditions added by the Purchaser shall be effective against Company.

22. Company makes no warranty concerning products supplied hereunder but not manufactured by Company. Company will use reasonable efforts (short of litigation) to require the manufacturers of such products to comply with any warranties made by them.

23. Any excises, levies, or taxes which Company may be required to pay or collect under any existing or future law upon or with respect to the sale, purchase, use, consummation, or transportation of the products covered by this Confirmation (or Invoice) shall be for the account of the Purchaser and shall be paid by the Purchaser.

24. Shipments, deliveries, and performance of work shall at all times be subject to the approval of Company's credit department. Company may at any time decline to make any shipment or delivery or perform any work except upon receipt of payment or acceptable security or upon terms and conditions satisfactory to Company's credit department.

25. Specified shipping dates shall be estimates only and are subject to change by Company without notice or liability.

26. Unless otherwise specified on this Confirmation (or Invoice), all shipments are F.O.B Company's indicated plant. In the absence of written shipping instructions from the Purchaser, Company may without liability or obligation ship materials collect freight to the Purchaser by any carrier Company shall deem satisfactory.

27. If any written change order of the Purchaser that is accepted in writing by Company causes an increase in the cost of labor or material, or in the time required for performance of this Confirmation (or Invoice), then the price hereunder shall be reasonably increased.

28. Waiver by Company of a breach of any term or condition of this Confirmation (or Invoice) shall not be construed as a waiver of any other breach.

29. Invoice terms will be strictly enforced. Any discounts offered will be calculated from invoice date to the date payment was received at Company or Company's agent. Any discount offer is void if not taken at time of invoice payment.

30. Purchaser acknowledges and agrees it shall not in any form export, reexport, resell, ship or divert or cause to be exported, reexported, resold, shipped or diverted, directly or indirectly, any technical data or product to any country for which the United States Government or any agency thereof at the time of export or reexport requires an export license or other government approval without first obtaining such license or approval.

31. The terms of this Confirmation (or Invoice) shall control in the event of conflict between the terms of this Confirmation (or Invoice) and the terms of any other agreements between or including Company and the Purchaser.

32. The Company makes no representation or warranty that the Goods do no infringe any United States or foreign patent, trademark, registered design, or other form of protected intellectual property. The Purchaser shall indemnify and hold the Company harmless from and all loss, costs (including counsel fees), damages and penalties incurred or suffered by or assessed against the Company (whether based upon compromise of a claim or judgment thereon) on account of a claim that any Goods manufactured by the Company to specifications provided by the Purchaser or the use of any Goods by the Purchaser, infringes any United States or foreign patent, trademark, registered design, or other form of protected intellectual property. All illustrations, drawings, photographs, and other descriptive information attached to the Company's quotations or accompanying its deliveries shall remain the property of the Company and shall not be copied or made accessible to third parties in any way without the prior written consent of the Company. Tools made for the manufacture of the Goods remain the property of the Company notwithstanding that the Purchaser may have been charged for all or part of the cost thereof. The Company will use its best efforts to safeguard all drawings and other property of the Purchaser while in the Company's possession, but shall not be liable to the purchaser for any loss or damage whatsoever, however caused, if the Purchaser shall fail to take possessions of such property within twenty-one (21) days of being notified to do so by the Company.

33. If technical advice is offered or given in connection with the use of any Products, it will be as an accommodation to Buyer and without charge and Company

shall have no responsibilities or liabilities whatsoever for the content or use of such advice.

34. Purchaser acknowledges that no installation; training or education is contracted for or purchased under the terms of this contract unless specifically agreed in writing. In the event that Purchaser receives any training from Company with respect to the Product, then, in that event, such training is personal to the persons receiving such training, and Purchaser acknowledges that any persons receiving such training may not be capable of operating the Products.

35. Company may in its sole discretion at any time and from time to time change the terms of Purchaser's credit, require payment in cash before shipment of any or all of the Product specified herein, and/or require anticipated payment of any or all amounts due or to become due under this contract. If Company believes in good faith that Purchaser's ability to make the payments called for by this contract is or may be impaired, Company may cancel this contract or any remaining balance thereof, Purchaser remaining liable to pay for any Products already shipped.