



**OCEUS NETWORKS INC.
TERMS AND CONDITIONS OF SALE**

1. Orders and Acceptance. All orders are subject to Oceus Networks Inc.'s ("Oceus Networks") written acceptance. Unless otherwise specifically agreed to in writing, all sales transactions are expressly limited to the terms and conditions set forth herein. All terms and conditions (including but not limited to additional and/or different terms and conditions) contained in any of Purchaser's purchase orders or other documents submitted by Purchaser are expressly rejected. No waiver of these terms and conditions or acceptance of other terms and conditions shall be construed from Oceus Networks' failure to object to the same.

2. Security Interest. Until such time as Oceus Networks is paid in full for product shipped, Purchaser hereby grants to Oceus Networks a purchase money security interest in the products. Purchaser will assist Oceus Networks in taking necessary action to protect Oceus Networks' security interest.

3. Quotations and Published Prices. All written quotations shall automatically expire on the expiration date listed on the quotation or, if no expiration date is listed on the quotation then ninety (90) days after issuance, and are subject to withdrawal by notice within that period. Oceus Networks, at its sole option, may extend the effective date of written quotations. Prices shown on published price lists and other literature issued by Oceus Networks do not represent unconditional offers to sell, and are subject to change without notice. Oceus Networks' prices do not include installation or final on-site adjustment.

4. Payment. Payment in full is due net thirty (30) days from the date of Oceus Networks' invoice unless otherwise expressly stated on the invoice. Amounts past due are subject to a service charge of 1.5% per month or the maximum rate permitted by law. In the event that Oceus Networks, in its sole discretion, deems Purchaser's financial condition unsatisfactory, Oceus Networks may require full or partial payment in advance. Upon Purchaser's failure to submit full or partial payment upon request, Oceus Networks may cancel or delay any or all orders or adjust those prices in effect at the time of delayed shipment.

Payment terms specific to Oceus Networks' categories of offerings are:

(a) Equipment. (Hardware and Software, inclusive of standard manufacturer's warranty): Payment in full is due upon acceptance of delivery. Depending on the quantities ordered, partial delivery and invoicing for the delivered good may be required.

(b) Services. For services to be performed and completed within 30 days, payment is due upon completion. For services requiring more than one month of performance, payment is due in full for each service activity as set forth in Oceus Networks' proposal. Pre-determined service activities and amount must be negotiated upfront prior to the start of services performed. Milestone payments or performance objective payments take precedence when stipulated prior to award.

(c) Training. Payment for training due two weeks prior to the start of all formal training courses.

(d) Premium Warranty. Warranties are renewable at least annually and reinstatement fees apply for lapses in coverage. Payment for Warranty is due in full at commencement of the Premium Warranty coverage.

5. Taxes. Oceus Networks' prices do not include federal, state or local taxes, including sales, use, property, import/export, value added, excise or similar taxes. Oceus Networks shall bill as a separate line item all such taxes and Purchaser agrees to pay and/or reimburse Oceus Networks for any such applicable taxes.

6. Cancellation. Purchaser's cancellation of any order is subject to Oceus Networks' receipt of Purchaser's prior written notice not less than thirty (30) days before: (a) the order's requested delivery date, or (b) the



date services are to commence. In the event of any whole or partial cancellation of any order by Purchaser, Purchaser shall pay to Oceus Networks the reasonable costs and expenses (including engineering expenses and all commitments to suppliers and subcontractors) incurred by Oceus Networks prior to Oceus Networks' receipt of the cancellation notice plus profit at the rate of 30% for similar work on the portion of the order canceled. Orders for non-standard catalog numbers and special items are final and non-cancellable.

7. Changes and Substitutions. Oceus Networks reserves the right to substitute equivalent product where such substituted product does not materially affect form, fit or function. Changes requested by Purchaser to product orders are subject to Oceus Networks' approval and written acceptance. Purchaser shall reimburse Oceus Networks for any additional costs and expenses related to any such changes.

8. Shipping. Products shall be shipped F.O.B. Origin. Title to, and risk of loss or damage to, the products shall pass to Purchaser upon Oceus Networks' delivery of the products to a carrier. Unless otherwise set forth on Oceus Networks' quote, prices do not include shipping charges. Unless any order is marked "Ship Complete," Oceus Networks may, in its discretion, make partial shipments. Oceus Networks reserves the right to use its own discretion in the manner and routing of shipments. Specified shipping dates shall be estimates only and are subject to change by Oceus Networks without notice or liability.

9. Claims. By signing for a receipt of a shipment and/or completion of installation, 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 twenty (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, Oceus Networks shall either repair or replace the defective, damaged or missing products or re-perform the defective Services. In the event that identical or reasonably similar products are unavailable Oceus Networks shall reimburse Purchaser to the extent such products were already paid for by Purchaser. Such repair, replacement or refund for products and re-performance for Services shall be Purchaser's sole and exclusive remedy for defective, damaged or missing products or Services.

10. Standard Manufacturer's Warranty.

(a) Oceus Networks warrants that each product provided by Oceus Networks to Purchaser hereunder will, during the applicable warranty period, perform in substantial accordance with the applicable specifications. Oceus Networks warrants that the Services shall be performed in conformance with generally accepted industry standards. The warranty period is: (i) twelve (12) months for the hardware components of the product, commencing upon delivery of the product; (ii) ninety (90) days for Software commencing upon delivery of the Software, or (iii) ninety (90) days for Services, commencing upon the date the Service is performed. If notified by Purchaser of the failure of the product or Service to perform in substantial accordance with the warranties set forth above within the applicable warranty period, Oceus Networks shall, at its election and expense, repair or replace any such defective product or re-perform any defective Service. Such repair, replacement or re-performance shall be Purchaser's sole and exclusive remedy and Oceus Networks' sole and exclusive obligation in the event this warranty is breached.

(b) Consumable parts, such as, but not limited to, lamps, fuses, batteries etc., shall be excluded from the warranty set forth above. Any repaired or replaced product shall be warranted for the remainder of the original warranty period.

(c) The warranty for the hardware components of the products shall apply only if (i) the product is used and maintained under normal conditions and in accordance with the documents, information and advice furnished by Oceus Networks; (ii) such failure was not caused by inter-working equipment not supplied



under this Agreement; (iii) the product has not been altered, modified or repaired other than by Oceus Networks, or its subcontractors or with Oceus Networks' written instructions; or (iv) the product has been maintained by a properly trained technician.

(d) The warranty for the Software components of the products shall apply only if (i) the Software has been used under normal conditions and in accordance with the documents, information and advice furnished by Oceus Networks; (ii) Purchaser has promptly given Oceus Networks written information of any alleged defect, the Software version and the date of delivery before the expiration of the warranty period set forth above; (iii) Purchaser has given Oceus Networks the opportunity to inspect and remedy such defect; and (iv) the defect is not caused by any interworking equipment/software not delivered by Oceus Networks or by any alteration or modification to the Software in a manner not specified by Oceus Networks.

(e) All transportation costs and risk of loss incurred with respect to the repair and/or replacement of defective Products shall be borne by Purchaser when returned to Oceus Networks, and by Oceus Networks when returned to Purchaser, transportation being by normally scheduled surface carrier, unless otherwise agreed.

(f) EXCEPT AS OTHERWISE EXPRESSLY PROVIDED HEREIN, THERE ARE NO, AND OCEUS NETWORKS HEREBY DISCLAIMS ALL, OTHER WARRANTIES, WHETHER IMPLIED, EXPRESS OR STATUTORY, WITH RESPECT TO THE PRODUCTS AND SERVICES PROVIDED TO PURCHASER HEREUNDER, INCLUDING WITHOUT LIMITATION WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR USE.

(g) Reinstatement Fees. In the event of a lapse in coverage from the end of the Standard Manufacturer's Warranty where no Premium Warranty is purchased at time of sale, Oceus Networks will assess a reinstatement fee before reinstating the Premium warranty. The reinstatement fee is 150% of the standard premium warranty price for the product. In the event the standard warranty was not acquired/contracted at the time of the original product acquisition, then the prorated value will be computed from the time of original acquisition.

(h) Recertification Fees. Oceus Networks will assess a recertification fee in the event the standard warranty lapses for more than ninety (90) days after expiration of the standard warranty term. The recertification fee is due and payable in addition to the reinstatement fee for the Premium Warranty if not purchased at the time of sale and is continuous. The amount of the recertification fee is variable and depends on the services performed by the Oceus Networks engineer, cost of travel, etc. Estimates are available upon request. Standard warranty for products out of support for more than ninety (90) days will not be reinstated without recertification performed by Oceus Networks in order to ensure that products are not degraded, are in good working condition, and are suitable for the resumption of support.

11. Premium Warranty. Oceus Networks also provides various premium level warranties at an additional cost. When purchased, the premium level warranty extends the coverage of the product for repair and return of failed components and software patches known as "bug fixes".

(a) Reinstatement Fees. Oceus Networks will assess a reinstatement fee in the event of a lapse in premium warranty coverage. The reinstatement fee is 150% of the last annual premium warranty fee paid or payable for the relevant product(s) and shall be prorated from the date the premium warranty is ordered back to the date the premium warranty lapsed. In the event the premium warranty was not acquired/contracted at the time of the original product acquisition, then the prorated value will be computed from the time of original acquisition.

(b) Recertification Fees. Oceus Networks will assess a recertification fee in the event the premium warranty lapses for more than ninety (90) days after expiration of the last annual premium warranty period. The



recertification fee is due and payable in addition to the reinstatement fee. The amount of the recertification fee is variable and depends on the services performed by the Oceus Networks engineer, cost of travel, etc. Estimates are available upon request. Support for products out of support for more than ninety (90) days will not be reinstated without recertification performed by Oceus Networks in order to ensure that products are not degraded, are in good working condition, and are suitable for the resumption of support.

12. Limitation of Liability. Oceus Networks shall not be liable for any loss, claim, expense or damage caused by, contributed to or arising out of the acts or omissions of Purchaser or third parties, whether negligent or otherwise. This shall include, but not be limited to, liabilities arising as a result of Oceus Networks' inability to obtain any necessary government licenses despite reasonable effort. In no event shall Oceus Networks' liability for any cause of action whatsoever exceed the cost of the product giving rise to the claim, whether based in contract, warranty, indemnity or tort (including negligence and strict liability) or otherwise. IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR ANY SPECIAL, INCIDENTAL, CONSEQUENTIAL OR OTHER SUCH INDIRECT DAMAGES (INCLUDING, WITHOUT LIMITATION, LOSS OF REVENUES, PROFITS OR OPPORTUNITIES), WHETHER ARISING OUT OF OR AS A RESULT OF BREACH OF CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE.

13. Special Terms and License. Purchaser agrees and warrants that it shall (i) obtain all the necessary authorizations to permit the operation, testing, and evaluation of the product, including, but not limited to, FCC authorizations; not knowingly export, re-export, import or re-import or transfer products acquired from Oceus Networks without first obtaining all required authorizations or licenses; (ii) comply with the provisions of all applicable federal, state, county and local laws, ordinances, regulations and codes in the resale of the products acquired from Oceus Networks; and (iv) obtain the signature of the end user on the [End User License Agreement](#). Purchaser agrees to indemnify and hold Oceus Networks, its affiliated companies and the officers, directors, employees, agents, representatives, subcontractors and suppliers harmless from and against any and all costs, expenses (including attorney's fees) and fees in the event of non-compliance with the above terms, including payment of any fines that may be imposed for violation of any statutes, laws, or regulations.

14. Infringement Indemnification. Oceus Networks shall, at its own expense, (i) defend Purchaser in any claim or legal action in the United States, alleging that the use of any Product provided by Oceus Networks to Purchaser hereunder or any portion thereof, excluding any software components that are licensed under a license approved by the Open Source Initiative or similar open source or freeware license and are embedded in the delivered software, directly infringes any U.S. trademark, copyright, or U.S. patent applicable to the proper use of such Product in accordance with its Documentation ("Infringement"); and (ii) pay any settlement reached or final award, including reasonable attorney's fees, for infringement, excluding any damages or awards arising out of or based on the amount of use that Purchaser makes of the Product or the revenue Purchaser receives from using the Product. As a condition of such defense or payment, Purchaser is required to (i) give Oceus Networks prompt written notice of any Infringement; (ii) provide Oceus Networks with the sole control of the defense and/or settlement of the Infringement; (iii) cooperate fully with Oceus Networks in such defense or settlement. Purchaser may, at its own expense, participate fully in the defense of any such Infringement. In the event that Oceus Networks becomes aware of a potential Infringement, Oceus Networks shall, at its option and at its own expense, either (1) procure for the Purchaser the right to continue using such product, or (2) replace or modify the same with non-infringing products, or (3) if the remedies in (1) and (2) above are not commercially feasible, refund the depreciated value (as carried on Purchaser's books) of the affected product to Purchaser upon return to Oceus Networks of such products. Notwithstanding the foregoing, Oceus Networks shall not be liable for any damages or costs arising from an alleged infringement resulting from the use of product provided by Oceus Networks pursuant to custom specifications requested by Purchaser or any third party. THE REMEDIES SET FORTH IN THIS SECTION SHALL CONSTITUTE PURCHASER'S SOLE AND EXCLUSIVE REMEDY



AND OCEUS NETWORKS' SOLE LIABILITY IN CONNECTION WITH ALLEGED INFRINGEMENT OF ANY THIRD PARTY INTELLECTUAL PROPERTY RIGHTS.

15. Indemnity. Purchaser shall indemnify and hold harmless Oceus Networks, its affiliated companies and the officers, directors, employees, agents, representatives, subcontractors and suppliers of the foregoing from any and all claims, damages, losses or expenses, including attorney's fees, and amounts paid in settlements of claims or suits, which are caused by or arise out of any act or omission of Purchaser, or Purchaser's agents, employees, subcontractors, and/or suppliers.

16. Force Majeure. Other than Purchaser's obligation to pay amounts due hereunder, neither party shall be liable for any delay or failure to perform to the extent caused by (including but not limited to) fire; flood; explosion; war, hostilities or acts of terrorism; riot; embargo; labor disputes; compliance with any laws, regulations, orders, acts or requirements from the government, civil or military authorities; acts of God or the public enemy; or any act or event of any nature reasonably beyond such party's control.

17. Eligible Products. To be eligible for support, products must have been purchased within the last 180 days, must be at current specified revision levels, and in Oceus Networks' reasonable opinion, in good operating condition. Oceus Networks may elect, in its sole discretion, to offer support for products not meeting the aforementioned conditions. Support of products not under support agreements may be subject to recertification and reinstatement fees.

18. Discontinued Products. Oceus Networks, in its sole discretion, shall have the right to discontinue the manufacture and/or sale of products at any time without prior written notice. Except for purchase orders accepted by Oceus Networks prior to the date of such discontinuance, Oceus Networks shall be under no obligation thereafter to supply such discontinued product to Purchaser. Specific details regarding the discontinuance date and end of engineering support dates for the discontinued products may be made available at Oceus Networks' website. End of engineering support dates shall apply to all existing and future support services offered by Oceus Networks.

19. Product Return. Oceus Networks may, in its sole discretion, limit the number of products that Purchaser may return pursuant to a Return Material Authorization ("RMA") number. Further, without limiting the foregoing, Oceus Networks may, in its sole discretion, require Purchaser to return products over a set period of time, such time to be established by Oceus Networks. In the event Purchaser returns products in excess of the limit set by Oceus Networks or returns products in less time than Oceus Networks has permitted, then Oceus Networks may reduce the level of hardware replacement support previously purchased by the Purchaser.

20. Compliance with Laws. Purchaser agrees and warrants that it will comply with the provisions of all applicable federal, state, county and local laws, ordinances, regulations and codes ("Laws") in its performance of this purchase order, including but not limited to, the timely payment of all taxes (e.g., self-employment, social security, income, sales, and other applicable state and federal taxes). Purchaser shall not directly or indirectly give, offer, promise, authorize, or allow to be given, offered, or promised, anything of value to an official or employee of any government, state-owned enterprise, international organization including subdivisions thereof or entities acting on behalf of a government, state-owned enterprise, international organization or subdivision thereof (any such employee or official referred to collectively as "Official"), while knowing or having reason to know that such thing of value is to be given, offered, or promised to an Official (including political parties or officials thereof or candidates for foreign office) in order to: (i) influence any official act or decision of such Official, or (ii) induce such Official to use his influence to affect or influence any act or decision of any government (or any subdivision thereof), or (iii) assist Oceus Networks in obtaining or retaining business, or in directing business to any person or obtain an unfair advantage for the Parties in any respect. Purchaser specifically agrees not to re-export, resell or otherwise dispose of technology or goods transferred pursuant to this purchase order and will comply with



all applicable export laws and regulations and will neither undertake, nor cause, nor permit to be undertaken, any activity which is (1) illegal under any Laws or export laws or regulations; or (2) would have the effect of causing Oceus Networks to be in violation of any Laws. Purchaser expressly agrees that in connection with its performance under this purchase order, it will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, age, disability, veteran's status or any ground protected by applicable federal, state or local law. The equal opportunity clauses of Executive Order 11246, 41 CFR §60-250.5(a), and 41 CFR §60-741.5 are herein incorporated by reference.

Purchaser further agrees to indemnify Oceus Networks, its affiliated companies and the officers, directors, employees, agents, representatives, subcontractors and suppliers for any loss, damage or award sustained due to Purchaser's noncompliance with this section.

21. Miscellaneous. These terms shall be governed by the laws of the Commonwealth of Virginia, other than the choice of law rules. The parties agree that all actions or proceedings arising hereunder shall be tried and litigated exclusively in the State and Federal courts located in Fairfax County, Virginia. Each party waives its right to jury. Neither party may assign any purchase order without the other party's prior written consent. The provisions herein shall be severable, and if any provisions shall be held unenforceable the remaining provisions shall remain in full force and effect. Waiver by Oceus Networks of a breach of any term or condition herein shall not be construed as a waiver of any other breach. These terms and conditions, each purchase order submitted by Purchaser and accepted by Oceus Networks, and all exhibits attached hereto, each of which is hereby incorporated herein or therein, as applicable, for all purposes, constitute the entire agreement between Oceus Networks and Purchaser with respect to the subject matter hereof and there are no understandings or agreements that are not fully expressed herein. Any other terms or conditions included in any quotes, acknowledgements, bills of lading, purchase orders, invoices or other forms utilized or exchanged by the parties hereto that are in addition to or in conflict with those set forth herein will be of no force or effect and will not be incorporated herein or be binding unless specifically and expressly agreed to in writing by both parties. No change, waiver or discharge will be valid unless in writing signed by an authorized representative of the party against whom such change, waiver or discharge is sought to be enforced.



End User License Terms and Conditions

Subject to the terms and conditions set forth herein, End User is hereby granted a perpetual, non-exclusive, non-transferable (except as provided for herein), non-sublicensable, restricted license to use the Software and Documentation solely for End User's operation and maintenance of the product(s) provided by Oceus Networks in accordance with its specifications. "Software" as used herein means any computer program, software module or package, or any part thereof in binary code form only, including any updates, error corrections and bug fixes thereto. "Documentation" as used herein means all user manuals, architectural or design specifications relation to the use, development or support of the Software.

Notwithstanding anything in this license to the contrary, it is understood that End User receives no title or ownership rights to the Software or Documentation, and all such rights shall remain with Oceus Networks or its suppliers.

End User agrees that the Software or Documentation provided to it by Oceus Networks under this license or any renewals, extensions, or expansions thereof, shall be treated as proprietary and a trade secret of Oceus Networks or its suppliers, and shall not be disclosed to any third party.

If and to the extent so called free (open source) software forms part of the Software, additional rights and obligations may be applicable for such free software.

In pursuance of the foregoing End User shall:

- not provide or make the Software or Documentation or any portions or aspects thereof (including any methods or concepts utilized or expressed therein) available to any person except to its employees or contractors on a "need to know" basis;
- not make any copies of the Software or Documentation or parts thereof, except for archival or backup purposes;
- when making permitted copies as aforesaid, transfer to the copies any copyright or other marking on the Software or Documentation;
- not modify, decompile, reverse engineer, translate, adapt, arrange or error correct or make any other alteration of the Software or Documentation;
- not create derivative work using the Software or Documentation except that End User may, solely as may be required under the Federal Acquisition Regulations applicable to End User's use of the Software or Documentation, modify, adapt, or combine the Software with other computer software, provided that the modified, adapted, or combined portions of the derivative software incorporating any of the Software shall be subject to the same restrictions set forth in this contract;
- solely, as may be required under the Federal Acquisition Regulations applicable to End User's use of the Software or Documentation, have the right to disclose to and reproduce the Software for use by support service contractors or their subcontractors, subject to the same restrictions set forth in this End User License.
- not remove any trademark, trade-name, proprietary, copyrights, trade secret or warning legend from the Software, Documentation or copies thereof;



- not use the Software or Documentation for any other purpose than permitted in this End User License;
- not use or transfer the Software and/or the Documentation without having received necessary export or re-export permits from relevant authorities; and
- not modify or alter the License Manager (if any) or parts thereof in any manner. "License Manager" means a control device for monitoring, auditing and/or limiting usage of the Software.

End User shall retain a log of the number and location of all originals and permitted copies of the Software and Documentation.

End User shall not have the right to transfer this license to the Software and/or Documentation to a third party without the prior written consent of Oceus Networks. Following such consent from Oceus Networks, this license may be transferred to the third party provided that a separate license agreement is entered into between Oceus Networks and the relevant third party on the same restrictions set forth in this End User License Agreement.

In the event that the Software licensed hereunder is delivered in an inseparable package also containing other software programs and features than the contracted Software, then End User may not in any way use such other software programs and features. However, upon End User's request Oceus Networks may offer a license to use such other software programs and features to Customer on the same terms and conditions as stipulated in this End User License, except for price. Upon End User's placing of an order for such other software programs and features and Oceus Networks' subsequent acceptance, Oceus Networks shall issue the appropriate license(s) to End User to allow the use of such other software programs and features.

Oceus Networks reserves the right to verify use of the Software and/or Documentation in accordance with the terms and conditions of this End User License Agreement, upon prior written notice thereof to End User. Subject to applicable security requirements, End User shall provide Oceus Networks with all reasonable assistance, including access to all information necessary for such verification.

End User agrees that all Software and/or Documentation provided to it under this license shall be treated as proprietary information and a trade secret of Oceus Networks, its suppliers, or licensors. As such, End User shall (i) not disclose, directly or indirectly, to any third party any portion of the Software and/or Documentation unless the third party has entered into a written confidentiality agreement with the End User that is at least as restrictive as the terms and conditions contained herein and that disclosure to such third party is solely in furtherance the intended use of the Software and/or Documentation; (ii) not use, copy or exploit the proprietary and/or trade secret information except for the purpose of using the Software and/or Documentation as intended; (iii) take all reasonably necessary precautions to protect the proprietary and trade secret information; (iv) reveal and communicate such information only to employees of Recipient and its parent corporations, subsidiary corporations, or corporations under common control therewith ("Affiliated Companies") who need to know and only to the extent necessary for using the Software and/or Documentation as intended, (v) prohibit the



employees of the End User and its Affiliated Companies from copying, utilizing or otherwise revealing the trade proprietary and/or trade secret information other than to use the Software and/or Documentation as intended; and (vi) promptly advise the Disclosing Party in writing upon learning of any unauthorized use or disclosure of the Confidential Information. Proprietary and trade secret information disclosed by End User to its affiliated companies shall be subject to the provisions of this Agreement. End User shall be responsible for all unauthorized uses or disclosures of proprietary and trade secret information by its employees, agents or employees of its Affiliated Companies. End User agrees that with respect to content provided under license from third-party licensors, such third-party licensor shall have the right to enforce this End User License Agreement against End User as a third-party beneficiary to the extent required by separate agreement between Oceus Networks and such third-party.

The obligations of End User under this End User License Agreement shall survive indefinitely the termination of any associated contract.

IN WITNESS WHEREOF, the undersigned End User acknowledges all of the foregoing and agrees to be bound by these terms.

[END USER]

By: _____

Printed Name: _____

Title: _____