

GENERAL TERMS AND CONDITIONS

1. SCOPE. The terms and conditions of sale contained herein contain the entire agreement between the parties in relation to the sale and purchase of Products and shall apply to all quotations and sales made by Everest Communications Group or its subsidiary (the relevant entity as named on the quote, order acknowledgement form or invoice, referred to here as "Everest Communications Group") and to Purchase Orders ("POs") accepted by Everest Communications Group for the manufacture, sale and supply of Everest Communications Group' products ("Products"). These terms and conditions may in some instances conflict with the terms and conditions affixed to the POs or other procurement documents issued by buyer ("Buyer") or oral and written exchanges between the parties. In all such cases, except if included in a signed express agreement to the contrary, the terms and conditions herein shall govern and prevail to the exclusion of all other terms whether oral or written. Acceptance of Buyer's order is conditioned upon Buyer's acceptance of the terms and conditions contained herein irrespective of whether Buyer accepts these conditions by a written acknowledgment, course of dealings, by implication, or acceptance of and/or payment for Products ordered hereunder. Everest Communications Group' failure to object to provisions contained in any communication from Buyer shall not be deemed a waiver of the provisions herein. Any changes in the terms and conditions of sale contained herein must specifically be agreed to in writing signed by a corporate officer of Everest Communications Group before becoming binding on either Party.

2. PAYMENT TERMS. All prices quoted shall be EXW (Ex-Works INCOTERMS 2010), Everest Communications Group' facility or contract manufacturer. Terms of payment for Products, and other payments due to Everest Communications Group shall be thirty (30) days from date of invoice. Unless otherwise provided, all payments are to be in United States dollars. In the event Everest Communications Group is required to bring legal action to collect delinquent accounts, Buyer agrees to pay reasonable attorney's fees and cost of suit and collection. Late payments shall be charged interest at LIBOR + 2% one month rates, or the maximum rate permitted by law, if lower.

3. TAXES. All prices are exclusive of any present or future sales, revenue, withholding, value added, or tax, import duty (including brokerage fees, handling and other charges) or other taxes applicable to the manufacture or sale of any Products. Such taxes when applicable shall be paid by Buyer unless Buyer provides a proper tax exemption certificate.

4. TITLE AND DELIVERY. Sales are EXW (Ex-Works INCOTERMS 2010), Everest Communications Group' facility or contract manufacturer. Everest Communications Group will use its best efforts to ship in accordance with Everest Communications Group' confirmed delivery schedule. To eliminate doubt, Everest Communications Group shall be deemed to be acting as Buyer's agent and all claims for damage to Products in transit must be filed by Buyer with the Buyer's carrier. On-time delivery shall be deemed to be delivery up to 5 days prior to and until 3 days after confirmed delivery date. In the event that Buyer fails to take delivery at the agreed delivery point or delivery time, Everest Communications Group may deliver the goods to Buyer at Buyer's expense and risk through a carrier of Everest Communications Group' choice. Everest Communications Group will use its reasonable efforts to meet Buyer's requested delivery schedules. Everest Communications Group reserves the right to make deliveries in installments. Delivery delay or default of any installment shall not relieve Buyer of its obligation to accept and pay for remaining deliveries. Buyer shall bear all risk of loss, damage, or destruction to the Products called for hereunder, until final acceptance by Buyer at destination. Buyer shall also bear the same risks with respect to any Products rejected by Buyer, provided, however, that in either case Everest Communications Group shall be responsible for any loss occasioned by the gross negligence of its employees acting within the scope of their employment. Everest Communications Group shall retain a security interest and right of possession in the Products until Buyer makes full payment. Buyer shall acknowledge to Everest Communications Group the receipt of each damaged shipment of Products stating quantity, type, and damages existing at delivery, within 14 days of receipt at Buyer's destination. Everest Communications Group shall not be responsible for any claims in respect of quantity and type made after the foregoing fourteen (14) day period.

5. SOFTWARE AND FIRMWARE. All Products that are software or firmware are provided subject to the terms of Everest Communications Group' software license agreement, the terms of which are hereby incorporated by reference.

6. OPEN SOURCE SOFTWARE. Portions of the software may be open source software ("Open Source Software") and may be governed by and distributed under open source licenses, including the terms of the GNU General Public License (GPL), and terms of the Lesser General Public License (LGPL), which terms are located at: <http://Everest Communications Group.com/> and all are incorporated herein by reference. In the event of any conflict between the terms of this Agreement or any license agreement and the terms of license agreement(s) that accompany the Open Source Software files, the applicable terms of the later license shall prevail. If any Open Source Software is provided in object code, and its accompanying license requires that it be provided in source code as well, Buyer may receive such source code by sending Everest Communications Group (to Everest Communications Group address specified in this Agreement), via registered mail, a certified check for US\$15 to cover Everest Communications Group' production and shipping costs, and a CD with the appropriate source code will be mailed to Buyer.

7. GENERAL WARRANTY. Everest Communications Group warrants that general release/available hardware Products shall substantially conform to Everest Communications Group' published specifications for the Product for the particular configuration ordered for a period of one (1) year from the date of shipment. For a period of three (3) months from the date of shipment, general release/available software products shall substantially conform to Everest Communications Group' published specifications for the Product for the particular configuration ordered of the most recent generally available software. In the event that the configuration ordered is NOT the most recent general release/available software for the Product – then such software is provided "as is" and without warranty of any kind and WILL not be maintained or supported by Everest Communications Group unless a separate support/maintenance agreement is entered into and the appropriate fee paid for maintaining an old software version. The software, and any storage media on which software Products are provided, are warranted for 90 days from the date of shipment. Products sold as beta, demonstration or evaluation are sold or provided "as is" without warranty including but not limited to compliance with specifications. The foregoing warranty does not apply to any Products which have been subject to misuse, neglect, accident, or modification or which have been altered and are not capable of being tested by Everest Communications Group under its normal test conditions. Everest Communications Group' sole obligation to Buyer hereunder for Products failing to meet the aforesaid warranty shall be, at Everest Communications Group' discretion, to repair or replace the non-conforming Products or issue Buyer credit for the purchase price of the non-conforming Products, where within the warranty period: 1) Everest Communications Group has received written notice of any nonconformity; and 2) After Everest Communications Group' written authorization to do so Buyer has returned the non-conforming Products to Everest Communications Group, freight prepaid; and 3) Everest Communications Group has determined that the Products are non-conforming and that such nonconformity is not a result of Buyer's conduct. No Product may be used in a life support application or as single life line. All requests for warranty repairs of hardware shall be made in accordance with Everest Communications Group' RMA policy, which is hereby incorporated by reference. Everest Communications Group warrants that Products sold hereunder shall at the time of shipment be free and clear of liens and encumbrances. THIS WARRANTY EXTENDS TO BUYER ONLY AND MAY BE INVOKED BY BUYER FOR ITS CUSTOMERS. EVEREST COMMUNICATIONS GROUP SHALL NOT ACCEPT WARRANTY RETURNS DIRECTLY FROM BUYER'S CUSTOMERS OR USERS OF BUYER'S PRODUCTS OR DEVICES. THIS WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES WHETHER EXPRESS, IMPLIED OR STATUTORY INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR PARTICULAR PURPOSE. EVEREST COMMUNICATIONS GROUP FURTHER DOES NOT WARRANT OR REPRESENT THAT THE PRODUCTS WILL ALWAYS WORK UNINTERRUPTEDLY, BE COMPLIANT WITH NATIONAL OR INTERNATIONAL STANDARDS, SECURE, OR ERROR FREE. BUYER ACKNOWLEDGES THAT THE PERFORMANCE OF THE PRODUCT MAY BE AFFECTED BY THE ACTS OR OMISSIONS OF THIRD PARTIES AND OTHER CAUSES REASONABLY BEYOND EVEREST COMMUNICATIONS GROUP' CONTROL. EVEREST COMMUNICATIONS GROUP SHALL NOT BE LIABLE FOR DAMAGES DUE TO DELAYS IN DELIVERIES OR USE. IN NO EVENT SHALL

EVEREST COMMUNICATIONS GROUP BE LIABLE FOR ANY INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES DUE TO BREACH OF THIS WARRANTY OR FOR ANY INFRINGEMENT ACTION INITIATED BY A THIRD PARTY. BUYER'S SOLE REMEDY FOR ANY BREACH SHALL BE LIMITED TO THE REMEDIES SET FORTH HEREIN AND SHALL NOT EXCEED THE SALE PRICE FOR THE PRODUCTS. ALL LIABILITIES UNDER THIS AGREEMENT SHALL ONLY APPLY TO THE RELEVANT EVEREST COMMUNICATIONS GROUP' ENTITY NAMED ON THE INVOICE.

8. SUPPORT AND MAINTENANCE. Everest Communications Group may agree to provide support and maintenance to Buyer subject to the parties agreeing on and entering into an appropriate service agreement, for which an additional fee shall be charged.

9. Buyer acknowledges that it is aware that the Products may contain one or more proprietary, de facto or industry standards such as without limitation G.729 (all annexes), G.723.1 or other standards, rights to which are claimed and/or held by third parties who may claim and/or be entitled to compensation in connection with the Product. It is Buyer's responsibility to obtain any license which may be required directly from holders of such rights. Buyer hereby waives any right to seek damages or other compensation by way of suit or other action against Everest Communications Group in connection with any such standards. Buyer will also be responsible to include corresponding provisions in their agreements with customers and other third parties, when applicable, in order to release and indemnify Everest Communications Group from any such obligation described in this provision as regards such third parties.

11. CONFIGURATION CHANGES/SOFTWARE UPGRADES. Buyer acknowledges that it is purchasing from Everest Communications Group the Product with a particular configuration and/or features. In the event that Buyer wishes to activate additional and/or different configuration or features it is obliged to report such issue to Everest Communications Group and be liable to pay any difference in price. Without derogating from the foregoing limitation, this provision also applies in the event that Buyer wishes to use a Product as server type rather than client type and vice versa.

12. UPDATES/UPGRADES. In the event that Buyer receives from Everest Communications Group Product updates and/or upgrades for Products under warranty - such updates and upgrades shall be limited to the products and/or serial numbers stated by Everest Communications Group and Buyer is expressly not licensed to apply such updates/upgrades to any other Products.

13. CANCELLATION OR RESCHEDULING OF PURCHASE ORDERS. Subject to the payment of Cancellation Fees and/or Rescheduling Fees (respectively), and such other terms and conditions set forth in this Agreement, Buyer may either (i) cancel confirmed Purchase Orders; or (ii) defer delivery (reschedule) of Purchase Orders beyond the original scheduled delivery date.

14. RETURN AND REPAIR POLICIES.

Return for Credit on Unused Product. At its option, Everest Communications Group, Inc. may accept as a return for credit unused product in its unopened original package and in a condition, that could be sold as new providing the product was purchased from Everest Communications Group, Inc. no more than thirty (30) days prior to the date of return. Buyer will be charged at 25% restocking fee. Buyer must provide proof of purchase within the preceding thirty (30) days and method of payment. Buyer shall be responsible for any freight on returns and returns of product must be unopened and must include all original instructions and packaging within the original box. Special order items are non-returnable. For non-returnable items, no return privileges apply.

Defective Product Replacement Policy. Bad out of box: Solely as a convenience to Buyer provided Buyer's account is in good standing, and in Everest Communications Group, Inc. sole discretion, any product that is initially defective (bad-out-of-box)

may be exchanged for a new product at no charge to Buyer in accordance with the manufacturer's policy that is being passed along to Buyer by Everest Communications Group, Inc. or be returned for credit in accordance with the manufacturer's policy. Manufacturers' policies may vary. Buyer must provide a copy of the invoice number for the product being returned. Everest Communications Group, Inc. may, at Buyer's cost for freight, take the product and send it to the manufacturer. If the manufacturer determines that the product is not initially defective (bad-out-of-box) or not otherwise new or its inability to function properly is a result of user damage or abuse, Buyer shall pay Everest Communications Group, Inc. all charges relating to the product as well as the replacement product previously given or, if applicable, have any credit given to Buyer reversed.

Product for Repair: As a convenience to and on behalf of Buyer, provided Buyer's account is in good standing, Everest Communications Group, Inc. may ship products for warranty or other service to the appropriate manufacturer in which event any repair, shipping or handling costs will be charged to the Buyer.