

ONEPATH NETWORKS

STANDARD TERMS AND CONDITIONS OF SALE

Warranties

Onepath Networks warrants to the Buyer that all products to be delivered hereunder will be free from defects in material, workmanship and title subject to normal use and service for a period of one (1), two (2) or three (3) years from the date of shipment as set forth in the quotation (hereinafter the: "Warranty Period"). Onepath Networks's sole obligation under the foregoing warranty shall be, at its sole discretion, to issue credit, repair or replace any component which fails during the Warranty Period, provided that Buyer has promptly reported such failure to Onepath Networks in writing (prior to the end of the Warranty Period), and that Onepath Networks, upon inspection, establishes to its satisfaction that the component is in fact defective in materials or workmanship.

Onepath Networks shall be relieved of any and all obligations and liabilities under this warranty with respect to any product regarding one or more of the following has occurred (i) has not been subject to normal use at all times, including, without limitation, has been subject to negligent use or to abuse; (ii) has been subject to a natural disaster; (iii) has not been installed, operated, used or maintained in accordance with Onepath Networks's orders and manuals; (iv) has been opened, repaired, altered or modified without Onepath Networks's prior approval; (v) has been operated or used or installed or operated with any accessory, products or part not specifically approved by Onepath Networks, not manufactured by Onepath Networks, or not manufactured according to Onepath Networks's design and specifications.

The warranty service is performed at Onepath Networks's premises (including any of its warranty centers). The standard repair cycle time shall be 30 (thirty) days in the Onepath Networks warranty center. Goods returned without Onepath Networks's consent will be held at Buyer's risk and expense.

The warranty period in respect of repaired or replaced item or part shall be the longer of (i) three months from the repair/replacement date, or (ii) the Product's remaining original Warranty Period. The warranty period in respect of repaired or replaced Software shall be the longer of (i) thirty (30) days from the repair/replacement date, or (ii) the Product's remaining original Warranty Period. Any Product or components thereof replaced shall become the property of Onepath Networks Company.

THE FOREGOING WARRANTIES ARE IN THE LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO THE HARDWARE OR THE LICENSED SOFTWARE, INCLUDING, BUT NOT LIMITED, TO ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. THERE ARE NO OTHER WARRANTIES WITH RESPECT TO THE PRODUCTS ARISING FROM ANY COURSE OF DEALING, USAGE OR TRADE OR OTHERWISE. THE REMEDY PROVIDED ABOVE SHALL BE THE SOLE REMEDY OF CUSTOMER FOR ANY FAILURE OF ONEPATH NETWORKS TO FULFILL SUCH WARRANTY.

Order Acceptance

Buyer's order is accepted upon the terms, provisions and conditions contained herein all Orders shall be governed by this STC. No additional or different terms shall become part hereof without written approval by Onepath Networks. All acceptances and orders are subject to prior written approval of Onepath Networks. No waiver or alteration of any terms herein shall be binding unless in writing, signed by an executive officer of Onepath Networks. An Order shall bind Onepath Networks only after Onepath Networks's formal written acceptance of such Order. Onepath Networks reserves the right to reject an Order

Onepath Networks will comply with the terms and provisions of the Buyer's order as expressly set forth on Onepath Networks Acknowledgment. Any of the terms or provisions of the Purchaser's order which are not expressly contained in Onepath Networks's Acknowledgment shall not be binding on Onepath Networks and shall not be considered applicable to this sale. Over-run or under-run on each individual item not exceeding 10% of quantities ordered. Where closer control of quantity is required, special arrangements must be made.

Support

Buyer may acquire from Onepath Networks training, installation and maintenance services for the products previously purchased by Buyer, at Buyer's then prevailing prices, terms and conditions, unless otherwise agreed by the parties.

Patents –

It is not the intention of Onepath Networks to manufacture any product which is an infringement of a patent article. With respect to parts manufactured, or furnished by Onepath Networks, strictly to specifications, designs and/or drawings furnished by the Buyer, it is agreed that the Buyer will defend and save harmless Onepath Networks from any and all expense involved in any claims or damages from patent infringement.

Delivery –

Delivery dates are approximate and are based, upon prompt receipt of all necessary information. Onepath Networks shall not be liable for delays in delivery or failure to manufacture or deliver; (1) due to causes beyond its reasonable control, or (2) due to acts of God, acts of the Buyer, acts of civil or military authority, subcontracts, priorities, fires, strikes, floods, epidemics, war, riot, delays in transportation or car shortages, or (3) inability due to causes beyond its reasonable control to obtain necessary labor, materials, components, or manufacturing facilities. In the event of any such delay, Onepath Networks shall have the option of being excused from further performance or to extend delivery for a period equal to the time lost by reason of delay.

In shipping instructions, Onepath Networks shall inform Buyer concerning the shipment of the products not later than 3 days after the shipment. The information shall set forth the means of transportation, the date of shipment, number of the bill of lading, numbers of pieces and gross weight.

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Title to Hardware will pass to the Buyer upon receipt of payment in full. Title to Software will not pass to the Buyer under any circumstances. Transfer of risk shall pass from Onepath Networks to the Buyer upon delivery to the carrier.

Packaging

Prices stated are based on Onepath Networks's standard packaging. Onepath Networks reserves the right of packaging material in pallets, bulk or individual cartons. Packaging will be standard commercial package and acceptable to commercial carrier. Special customer or government packaging will be furnished only when specified and so stated herein.

Inspection

Inspection by Onepath Networks will be made in accordance with Onepath Networks's standards practice of quality control. Any special test or inspections will be furnished only when specified and so stated herein.

Claims

The Buyer must make all claims for damaged material to the transportation company. Unless notice of claim, for shortage and/or defective material, for products cover by Buyer's order in given in writing to Onepath Networks within ten (10) days after receipt of, such products shall be deemed finally inspected, checked and accepted by Buyer.

Taxes and Insurance

Buyer shall obtain all necessary governmental permits, licenses, approvals and consents in connection with the import, sale or use of the products in Buyer's country.

Any taxes imposed by federal, state or local authorities on the manufacture or sale of articles covered by Buyer's order shall be charged to Buyer.

Onepath Networks shall not insure buyer's material dies, or tooling unless specifically requested by Buyer and made a part of the order at Buyer's expense. If no special agreement is made, Onepath Networks assumes no responsibility for destruction or partial loss due to fire, or other casualty beyond Onepath Networks's specific and reasonable control.

Cancellation

Orders cannot be cancelled or modified, or deliveries deferred after acceptance of Buyer's order by Onepath Networks, except with Onepath Networks written consent and subject to conditions then agreed upon which shall indemnify Onepath Networks against liability and expense incurred and commitments made by Onepath Networks and which shall provide for profit on work in process and contract value of parts completed and ready for shipment.

Intellectual Property Rights

Onepath Networks, on behalf of itself and its subcontractors, reserves all proprietary rights in and to: (i) all methodologies, designs, engineering details, and other data pertaining to the Services and the materials delivered, (ii) all original works, computer programs, updates developed in the course of providing the Service (except programs developed by Customer), (iii) discoveries, inventions, patents, know-how and techniques arising out of the Services, and (iv) any and all products developed as a result of the Services.

Liability

IN NO EVENT SHALL ONEPATH NETWORKS BE LIABLE FOR SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES, INCLUDING LOSS OF USE, DATA OR LOST PROFITS, EVEN IF IT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, WHETHER UNDER THIS STC, IN TORT OR OTHERWISE. IN ANY CASE, THE TOTAL LIABILITY OF ONEPATH NETWORKS UNDER THIS STC WILL BE LIMITED TO THE TOTAL PRICE ACTUALLY PAID BY THE CUSTOMER TO ONEPATH NETWORKS UNDER THIS STC.

Credit Terms

All orders, shipments and deliveries shall at all times be subject to the approval of Onepath Networks's Credit Department. Onepath Networks reserves the right of deciding to make deliveries whenever, for any reason, there is doubt as to Buyer's financial responsibility and Onepath Networks shall not in such event be liable for non-performance of contract in whole or in part.

Dies, Tools, Jigs, Etc

Charges for such items when stated separately include only a portion of the total cost. Therefore, payment of these charges does not convey title, ownership nor the right of removal from Onepath Networks. Ownership, including the right of removal, may be obtained by Buyer by negotiation and agreement between Onepath Networks and Buyer, for a fair reimbursement for the complete cost including design, development, experimental work, maintenance, storage etc. Such equipment when inactive for a period of two (2) years at option of Onepath Networks be scrapped upon notification of intent to Buyer and upon failure to receive written advice to the contrary from Buyer within thirty (30) days. Resulting scrap value shall belong to Buyer as payment for storage and maintenance costs.

Prices and Payment

All prices stated herein are subject to change in the event of any alterations in specifications, quantities or deliver schedules. If after Onepath Networks's acceptance of Buyer's order, there is an increase in the cost of material or in labor rates, the Buyer may be notified of Onepath Networks's desire to negotiate. If within a reasonable time thereafter an equitable price cannot be agreed upon, the contract may be determinate by either party upon written notice.

Unless otherwise specified in written by Onepath Networks, Buyer shall pay to Onepath Networks the consideration for the products and services within 30 (thirty) days from the date of invoice issuance.

Should Buyer fails to make timely payment of the consideration within the dates specified herein, the unpaid amount shall bear interest, until payment is made, at a highest rate allowed by applicable law. Accrued and unpaid interest on past due amounts (including without limitation interest on past due interest) shall be compounded quarterly.

Confidential Information

As used herein, "Confidential Information" shall mean information which is disclosed by one party ("Disclosing Party") to the other ("Recipient") by any means (including without limitation, in written or other tangible form (including on magnetic media), orally or visually) and which should reasonably have been understood by Recipient because of notice on the material, the circumstances of disclosure or the nature of the

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information itself, to be proprietary or confidential to Disclosing Party or a third party.

Recipient shall not disclose Confidential Information to any person or entity except its employees or consultants, or those of its wholly owned companies (directly or indirectly), who are required to have the Confidential Information in order to exercise its rights and obligations under this STC. Prior to disclosing any Confidential Information to such employees or consultants, Recipient shall have ensured that they are aware of the provisions of this Section and have signed non-disclosure agreements with non-use and non-disclosure terms substantially similar to those contained in this Section. Recipient shall treat the Confidential Information as strictly confidential and with at least the degree of care that it treats similar materials of its own in order to prevent unauthorized disclosure of Confidential Information to others, or a higher standard of care if reasonable under the circumstances. Recipient shall notify Disclosing Party upon discovery of loss of, or unauthorized disclosure or use of, the Confidential Information.

The foregoing confidentiality obligations shall not apply to any particular portion of the Confidential Information:

- (a) when Recipient can document that:
 - (i) it was in the public domain at the time of Disclosing Party's communication thereof to Recipient;
 - (ii) it entered the public domain through no breach of this Section by Recipient subsequent to the time of Disclosing Party's communication thereof to Recipient;
 - (iii) it was already known to Recipient prior to the time it is disclosed hereunder; or
 - (iv) it was independently developed by Recipient without the use of Disclosing Party's Confidential Information;
- (b) When it is communicated to Recipient from a third party free of any obligation of confidence;
- (c) Upon the prior written consent of Disclosing Party;
- (d) When its disclosure is required pursuant to law, regulation or court order, provided that Recipient (i) promptly notifies Disclosing Party in writing prior to making any such disclosure in order to facilitate Disclosing Party's seeking a protective order or other appropriate remedy from the proper authority;
- (ii) thereafter furnishes only that portion of the Confidential Information which is required; or
- (e) When it is contained in a registered patent, a published patent application or the documents attached to either of the foregoing. This Section shall survive termination of this STSC for any reason. The release of any advertising or other publicity relating to this STC requires the prior approval of both parties.

Entire Agreement; Modification

This STC sets forth the entire agreement and understanding between Onepath Networks and Buyer with respect to the subject matter hereof, and supersedes all prior discussions, agreements, representations and understandings between them. The provisions of this STC are independent of and severable from each other. If any provision, or portion thereof, is found to be invalid or unenforceable for any reason, that provision or portion shall be deemed modified to the extent necessary to make it valid and operative and in a manner most closely representing the intention of the parties as expressed herein, or if it cannot be so modified, then eliminated, and the remainder of the Agreement shall continue in full force and effect as if the Agreement had been signed with the invalid portion so modified or eliminated.

This STC shall not be modified except by a document in writing signed by both Onepath Networks and Buyer.

Termination

Either Party may terminate this agreement by notice to the other upon the breach by the other Party of any of its obligations hereunder and such other Party's failure to cure such breach within 30 days of such notice, or upon (a) the filing by or against the other Party of a petition (i) in bankruptcy, (ii) seeking reorganization or arrangement or (iii) for the appointment of a trustee, liquidator or receiver, (b) the filing by or against such other party of a petition under any bankruptcy or insolvency law or (c) upon an assignment for the benefit of creditors or a composition with creditors or any similar action in consequence of debt.

Entire Contract

Upon Onepath Networks's acceptance of Buyer's order, the terms and provisions shall constitute the entire agreement between Buyer and Onepath Networks and no statement, correspondence, samples or other term shall modify or effect the terms hereof.

Jurisdiction

The laws of the State of Israel shall govern this STC and venue for any action to enforce this STC shall be in the courts of Israel.

Any disputes that may arise in the course of the performance of this STC will be resolved first by negotiations by the parties, if possible. If the parties cannot resolve a dispute, it shall be referred to the exclusive jurisdiction of the competent courts in Tel Aviv, Israel.