

- 1. General.** These terms and conditions will govern the sales of products, and the supply of services. These terms and conditions supersede all previous communication, agreement or contracts, written or verbal, and no understanding agreement, term, condition or trade custom at variance herewith shall be binding upon ONEXia, Inc.
- 2. Loss or Damage.** Client agrees to examine the product(s) and/or services promptly upon delivery and notify ONEXia as soon as possible after delivery and in any event, within seven days, of any shortage, damage or defect to the product(s) or services. Failure to notify ONEXia as required above, or failure to preserve the alleged damaged products and their packaging, will entitle ONEXia to disclaim any liability for such product(s) and services.
- 3. Price and Payment.** Client shall make payment of all fees and expenses due to ONEXia within 30 days after receipt of an invoice for same. CLIENT HEREBY ACKNOWLEDGES THAT ONEXia MAY SUSPEND FURTHER PROVISION OF PRODUCTS AND SERVICES IF PAYMENT IS NOT TIMELY RECEIVED. Payments not made within the 30-day period shall bear a penalty at the rate of 1.5% per month thereafter until paid. ONEXia shall consider each invoice presented to Client as accepted unless written notice to the contrary is received by ONEXia within 15 days after the date shown on the invoice. Such notice shall specify the item and amount in dispute and specific reasons therefore. All non-disputed amounts remain due and payable. ONEXia reserves the right to require payment immediately on completion of services or on delivery of products, at its discretion.
- 4. Integration Group Warranty.** To the extent ONEXia has agreed to produce a systems integration product (the "System") for the Client, ONEXia warrants that the System, including engineering, design and assembly operations, but specifically excluding the Incorporated Products (as that term is hereinafter defined) and excluding software written by ONEXia, will be free from defects in workmanship for a period of one (1) year from the date of shipment to the Client. Custom software written by ONEXia will be free of defects for a period of ninety (90) days after the date on which the Client accepts the related System; for purposes hereof, such acceptance of the System shall be deemed to occur fifteen (15) days after its

delivery to the Client unless the Client indicates its acceptance of the System at an earlier date. Repairs or modifications to the System (including repairs or modifications to custom software written by ONEXia, but excluding Incorporated Products subject to repair by a manufacturer pursuant to its warranty) undertaken or accomplished by anyone other than ONEXia shall automatically and immediately void the warranty contemplated hereby.

Claims respecting ONEXia's warranty set forth in the immediately preceding paragraph will be honored only on the condition that the Client (i) contacts ONEXia in writing indicating with specificity the nature of its warranty claim, and requests (also in writing), and receives from ONEXia, a "returned merchandise authorization" (an "RMA") and (ii) returns the System component(s) requiring repair to ONEXia's facility in strict compliance with its related RMA. The costs of shipping items subject to warranty repair from the Client to ONEXia shall be paid exclusively by such Client. ONEXia shall promptly issue RMAs for repairs which it, in its sole judgment, determines to be within the scope of its warranty described herein. Except as specifically contemplated by the immediately following paragraph, all warranty repairs shall be accomplished exclusively at ONEXia's facility.

Warranty claims covering Systems requiring repair at any location other than ONEXia's facility shall be (i) made in writing delivered to ONEXia, (ii) subject to acceptance or rejection respecting applicability of the warranty in the sole determination of ONEXia and (iii) accomplished only on condition that the Client agrees in writing to absorb any and all travel, lodging, per diem and other costs reasonably associated with ONEXia's accomplishment of agreed warranty repairs at a location other than its own facility. Costs to be absorbed by the Client in this regard shall include, without limitation, travel, lodging, per diem and an hourly billing rate for repair personnel travel time, but not for their time expended actually effecting warranty repairs. As a condition to the performance of warranty repair work at facilities other than ONEXia's facility, ONEXia shall be entitled to require from Client a deposit against expenses associated with related travel, lodging, per diem and other costs.

It is hereby further agreed that (i) all products (including hardware and software supplied by parties other than ONEXia) incorporated into the System (the "Incorporated Products") will carry only the standard product warranty offered by those items' manufacturer(s); (ii) ONEXia has not, and will not, extend any warranties of any nature whatsoever concerning the Incorporated Products and hereby specifically disclaims any responsibility whatsoever for any warranty coverage or other liability associated with the performance or any other feature of such Incorporated Products; and (iii) all warranty inquiries regarding the Incorporated Products will be referred exclusively to their manufacturer(s) without recourse of any kind to ONEXia.

5. LIMITED LIABILITY. ONEXIA SHALL HAVE NO LIABILITY TO THE CLIENT WITH RESPECT TO OBLIGATIONS UNDER THIS AGREEMENT FOR CONSEQUENTIAL, EXEMPLARY, INCIDENTAL, OR PUNITIVE DAMAGES EVEN IF ONEXIA HAD BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. ONEXIA'S MAXIMUM LIABILITY HEREUNDER SHALL BE LIMITED TO THE AMOUNT PAID TO ONEXIA FOR THE SPECIFIC PRODUCT OR SERVICE.

6. DISCLAIMER OF WARRANTY. EXCEPT AS EXPRESSLY STATED IN THIS AGREEMENT, THERE ARE NO WARRANTIES, REPRESENTATIONS OR CONDITIONS, EXPRESS OR IMPLIED, WRITTEN OR ORAL, ARISING BY STATUTE, OPERATION OF LAW OR OTHERWISE, REGARDING THE PRODUCTS, SERVICES, OR ANY OTHER ITEMS PROVIDED HEREUNDER OR IN CONNECTION HERewith, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OF NON-INFRINGEMENT, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

7. Default and Remedies. The occurrence of any one or more of the following events shall constitute a default: (a) failure to pay any sum due hereunder when due; or (b) breach of any provisions of this Agreement; or (c) client becomes insolvent or files, or has filed against it, any proceeding in federal or state court seeking debtor relief. Upon the occurrence of a default, ONEXia, at its sole option, may exercise any or all of the following remedies (i) demand payment in advance by certified check,

cashier's check, money order, or wire transfer prior to the performance of any services on behalf of the client; (ii) terminate this Agreement with immediate effect, whereupon ONEXia, shall recover all damages suffered by reason of such termination, including cost, expenses and reasonable attorneys' fees; (iii) exercise any and all remedies provided by law. All remedies provided for in this Agreement are cumulative and may, at the election of ONEXia, be exercised alternatively, successively or in any other manner and are in addition to any of the rights provided by law.

8. Captions. Captions preceding particular sections are for convenience only and are not to be construed as part of this Order or as a limitation of the scope of a particular section to which they refer.

9. Waiver. The waiver by either party of a breach or violation of any provision of this Agreement shall not operate as or be construed to be a waiver of any subsequent breach.

10. Severance. If at any time any one or more of the provisions of these conditions become or are held invalid, illegal or unenforceable in any respect under any law, the validity and enforceability of the remaining provisions hereof shall not in any way be affected or impaired thereby.

11. Law. This Agreement shall be construed in accordance with the substantive laws of the Commonwealth of Pennsylvania without r