

GENERAL PURCHASE ORDER TERMS & AGREEMENT

In the terms and conditions below, SAGE Millimeter, Inc. d/b/a Eravant shall be referred to as "Eravant," the company supplying goods and/or services under this purchase order ("Purchase Order") shall be referred to as "Seller," and the goods and/or services described in and provided pursuant to this Purchase Order are referred to as "Goods" or "Services," as the case may be.

I. ACKNOWLEDGEMENT AND ACCEPTANCE. Acceptance of this Purchase Order by Seller constitutes acceptance of all the terms and conditions stated herein. To the extent that any project description document(s), attached hereto including but not limited to quotations, order acceptance, confirmation, invoice, or other document of Seller contains conflicting, differing, or additional terms from the terms and conditions herein, the terms and conditions herein will control and all such conflicting, different, or additional terms are rejected by Eravant, are considered a material alteration hereof, and shall have no effect unless expressly agreed to in writing by Eravant. Seller's signed acknowledgement of the Purchase Order, or Seller's shipment of Goods, performance of Services, or acceptance of payment for Goods or Services shall conclusively affirm Seller's agreement to these terms and conditions. If this Purchase Order is not signed and returned to Eravant, either by mail or fax, Eravant, at its option, may cancel this Purchase Order at any time.

II. DAMAGE DURING DELIVERY. Delivery of Goods under this Purchase Order shall be by FCA Torrance, California. The risk of loss or damage shall remain with Seller until actual delivery to Eravant. Seller shall be responsible for purchasing insurance and for damages sustained during delivery. Any resulting claims against carriers shall be the responsibility of Seller. Replacement of any damaged Goods shall be sole responsibility of Seller.

- A. Packaging.** All packages, cases, crates, etc., are to be marked with Seller's name and the applicable Eravant Purchase Order number. A packing list must accompany each shipment of Goods. Eravant shall not be responsible or liable for any packaging charges, unless otherwise agreed to herein by Eravant.

III. PAYMENT TERMS. Unless otherwise indicated in this Purchase Order, Eravant shall render payment within thirty (30) days of the date of delivery and acceptance of Goods or provision of Services, or from the date of a conforming invoice, whichever is later. All invoices for payment shall be in U.S. Dollars and shall include the Purchase Order number, and a summary of the total Purchase Order value, total value of Goods provided or Services performed to date of the invoice, total value of invoicing to date and value of the current invoice. Invoices for payment not including such information may be returned to Seller without payment.

- A. Invoicing.** Invoices shall be mailed immediately after shipment of goods or rendering of service is complete to the address shown on the face of the PO Agreement and including an "attention to" line indicating the Seller's primary business contact at Eravant. Delays in receiving invoices, errors, or omissions on invoices or lack of supporting documentation required by the terms of this order will be cause for postponing the start of the payterms until the correct information is received.
- B. Disputed Charges.** Where any item or items on an invoice are disputed Eravant may withhold payment for the item or items so disputed until such time as the dispute is resolved.

IV. DELIVERY. The delivery and performance requirements, manner of delivery and specified dates of this Purchase Order shall be strictly adhered to and shall not be modified without the prior written acceptance of Eravant. Time is of the essence. In the event of failure to deliver or perform by the dates specified in this Purchase Order, Eravant reserves the right to cancel such Purchase Order in total or any unexecuted part of such Purchase Order. Goods not shipped in time to meet the delivery requirements and dates under a Purchase Order, at Eravant's option, shall be delivered at the fastest means available, at the sole expense of Seller.

V. DELAY IN SUPPLY. In the event of failure by Seller to deliver any Goods or perform any Services contained in this Purchase Order, other than as a result of acts of God, force majeure, civil commotions, fire, war,

perils of the sea, delay in transit, or Eravant's written request, Eravant shall have the right to cancel all or any remaining part of this Purchase Order, without payment of compensation, and obtain delivery or performance from other sources. Any and all increased costs and expenses thereby incurred by Eravant in obtaining such delivery or performance shall be setoff against any moneys due or to become due to Seller or shall be recoverable as damages hereunder.

VI. CHANGES. Except as otherwise provided herein, this Purchase Order may not be amended, modified, supplemented, cancelled or discharged, except in writing signed by Eravant and Seller. Except as modified herein, any modification of any Project Description shall be at Seller's sole cost and expense, unless Seller notifies Eravant of such modification and Eravant approves such modification in writing.

VII. QUALITY REQUIREMENTS FOR GOODS. Seller shall provide and maintain an inspection system, including tests and test reports, acceptable to Eravant in its reasonable discretion covering the inspection of Goods provided under this Purchase Order, and Seller shall tender to Eravant for acceptance only such Goods that have been inspected in accordance with such inspection system and that have been determined by Seller to conform to the Purchase Order requirements. However, all Goods provided under this Purchase Order are subject to final inspection and acceptance within a reasonable time after actual delivery and Eravant shall have the right to reject any defective or nonconforming Goods despite any prior inspection by Seller. Payment for any Goods shall not be deemed an acceptance thereof.

VIII. RETURN OF DEFECTIVE GOOD. All Goods supplied under this Purchase Order that do not meet with the approval of Eravant, that are shipped contrary to Purchase Order instructions, or that are in excess of the quantity or quantities ordered under this Purchase Order, will be returned to Seller or held pending a mutual agreement between Eravant and Seller regarding their disposition, subject to Seller's risk of loss and sole expense.

IX. EXECUTION OF PURCHASE ORDER. Only Purchase Orders sent in writing via fax, mail, courier or e-mail and signed by duly authorized Eravant personnel shall serve as an official intent of purchase by Eravant.

X. COMPLIANCE WITH LAWS. Seller agrees to comply with all federal, state and local laws, rules and regulations, including, but not limited to, Executive Order 11246, the Equal Employment Opportunity Act and any amendments thereto, pertaining to nondiscrimination in employment, the Occupational Safety and Health Act of 1970, the Fair Labor Standards Act, any laws, regulations and executive orders related thereto, and any other applicable federal, state or local law or regulation. Seller shall, in accordance with Paragraph 7, indemnify and hold Eravant harmless against any liability arising out of or resulting from Seller's failure to so comply. Upon request, Seller shall supply Eravant with copies of compliance reports and any other information necessary to demonstrate compliance with this Paragraph 11.

XI. WARRANTY. Seller warrants it is a merchant as defined in the Uniform Commercial Code. Seller warrants that all Goods delivered hereunder, if any, will (i) be merchantable, (ii) be free from defect of design, material or workmanship, (iii) conform strictly to the specifications, descriptions, drawings, or sample specified or furnished to Eravant, (iv) be free from security interests, liens or encumbrances, (v) be fit and safe for their intended purpose, and (vi) be safe and appropriate for the purpose for which such Goods or Services are normally used. Seller warrants that all Services rendered hereunder, if any, will be performed in a professional and workmanlike manner in accordance with the applicable professional industry standards of diligence, care and skill currently recognized in Seller's industry. The warranties contained herein shall begin at the time of performance, receipt at the delivery location or installation, if applicable, whichever is later, unless a later time is specified in the manufacturer policy stated in the Project Description. Such warranties shall survive for greater of (a) one (1) year, (b) the standard warranty term provided by Seller to its customers, or (c) as provided under applicable law. Notwithstanding anything to the contrary contained herein, the foregoing shall not limit any additional warranty or warranty period otherwise agreed to by the parties in writing. The warranties contained

herein shall survive any inspection, delivery, performance, acceptance, or payment by Eravant of the Goods or Services. Eravant may, at its option, return for credit or require prompt replacement or correction of any of the Goods or Services which do not conform to the foregoing warranties at Seller's expense. In the event that Seller fails to make such replacement or correction, Eravant shall have the right to obtain such replacement or correction from other sources. Any and all increased costs and expenses thereby incurred by Eravant in obtaining such replacement or correction shall be setoff against any moneys due or to become due to Seller or shall be recoverable as damages hereunder. Corrected or replaced Goods or Services shall be subject to the terms and conditions of this Purchase Order in the same manner and to the same extent as Goods or Services originally delivered hereunder. If part of the Goods to be delivered or Services to be performed hereunder are defective or nonconforming, Eravant may cancel any unshipped portion of the Goods or cancel any unperformed Services, as the case may be, covered by the Purchase Order. The rights of Eravant provided in this Paragraph 12 shall be in addition to any other rights provided by law, this Purchase Order, or any other contract.

XII. INDEPENDENT STATUS. Seller acknowledges that it is an independent business acting as an independent contractor. Though Seller may perform Services, no agent, representative or employee of Seller shall be or be considered an agent or employee of Eravant.

XIII. BANKRUPTCY. In the event of any proceedings, voluntary or involuntary, in bankruptcy by or against Seller, the inability of Seller to meet its debts as they become due, or in the event of the appointment, with or without Seller's consent, of an assignee for the benefit of creditors or of a receiver, then Eravant shall be entitled, at its sole option, to cancel any unfulfilled part of this Purchase Order without any liability whatsoever.

XIV. ASSIGNMENT. Seller shall not delegate any duties, nor assign any rights or claims under this Purchase Order, or for the breach hereof, without the prior written consent of Eravant. Any such attempted delegation or assignment shall be void. Any change of control of Seller shall be deemed an assignment hereunder.

XV. TERMINATION. This Purchase Order, or any portion hereof, may be terminated by Eravant at any time with or without cause. As used herein, the term "cause" shall include, but not be limited to, (a) a breach by Seller of any of the terms hereof, including any warranty made in connection with the purchase ordered hereunder or (b) any allegation that any of the Goods or Services furnished hereunder infringes any patent, trademark, copyright or other proprietary right of any third party, or violates any statute, ordinance or administrative order, rule or regulation. If Eravant terminates without cause, Eravant will compensate Seller for the actual and reasonable expenses incurred by Seller for work in process requested by Eravant up to and including the date of termination, provided such expenses do not exceed the agreed upon prices in this Purchase Order.

XVI. TAXES. Seller is responsible for payment to the proper taxing authority of all sales, use and similar taxes.

XVII. CONFIDENTIALITY. Seller will neither use any Confidential Information (as defined below) for any purpose other than in performing its duties hereunder nor disclose the existence of this Purchase Order or any information contained herein without the express written consent of Eravant. "Confidential Information" includes, but is not limited to, all designs, articles, business records and plans, financial statements, customer lists and records, trade secrets, technical information, products, inventions, assembly drawings, pricing structure, discounts, costs, copyrights and other intellectual property, and other proprietary information developed by Eravant, supplied to Eravant or made according to Eravant's direction.

XVIII. INDEMNIFICATION. Seller shall protect, indemnify and hold harmless Eravant, its successors, assigns, affiliates, employees, agents, customers and users of its products and services (collectively, the

"Affiliates"), of and from any claim, loss, damage (whether for personal injury, property damage, or direct or consequential damage or economic loss), deficiency, action, demand, judgment, cost or expense (including, without limitation, reasonable attorneys' fees) arising out of or resulting from the Goods sold or Services rendered hereunder, or from any act or omission of Seller, its agents, employees or subcontractors, or which otherwise arises as a result of (i) Seller's performance of its obligations hereunder or (ii) any violation or infringement by Goods or Services provided hereunder of any patent, copyright, trademark, trade dress, and trade secret, or any other contractual right, proprietary right or intellectual property right, of any third party (collectively, any "Claim"). If any Claim should be asserted or action commenced against Eravant for which Eravant is entitled to indemnification hereunder, Seller (a) shall, upon Eravant's demand, promptly undertake the defense of any Claim, employing counsel reasonably satisfactory to Eravant or (b) agrees that Eravant, at Eravant's sole discretion, may elect to defend any Claim on its own behalf. In either case, Seller will, upon demand, pay all reasonable attorneys' fees and other costs or expenses incurred by Eravant in connection with such defense, any judgment or award resulting from any such claim or action and any settlement paid by Eravant with Seller's consent, which shall not be withheld unreasonably. This indemnification shall survive delivery of the Goods to or performance of the Services for Eravant, as the case may be, and any subsequent sale or other transfer of the Goods or Services to a third party. Eravant's remedies hereunder are cumulative and in addition to those provided by law or any other contract.

XIX. LIMITATION OF LIABILITY. To the extent permitted by law, in no event will Eravant (including any subsidiaries of Eravant or other related entities) be liable for any lost revenues, lost profits, incidental, indirect, consequential, special or punitive damages relating to this Purchase Order.

XX. ARBITRATION. Any controversy or claim arising out of or relating to this Purchase Order, or any breach thereof, including, without limitation, any claim that this Purchase Order, or any part thereof, is invalid, illegal or otherwise voidable or void, shall be submitted exclusively to final and binding arbitration before, and in accordance with, the Commercial Rules of the American Arbitration Association, and judgment upon the award may be entered in any court having jurisdiction thereof; provided, however, that this clause shall not be construed to limit any rights which Eravant may have to apply to any court of competent jurisdiction for injunctive or other provisional relief. The arbitrator agrees to determine the arbitrability of any dispute. This arbitration provision shall be deemed self-executing, and in the event that either party fails to appear at any properly noticed arbitration proceeding, an award may be entered against such party notwithstanding said failure to appear. Such arbitration shall be conducted by the American Arbitration Association, at its offices and shall be governed by the rules of the American Arbitration Association then in force and effect. The parties agree that the arbitrator shall not have the power to award punitive damages against any party.

XXI. SEVERABILITY. If any provision of this Purchase Order shall under any circumstances be deemed invalid or inoperative, this Purchase Order shall be construed with the invalid or inoperative provision deleted, and the rights and obligations of the parties shall be construed and enforced accordingly.

XXII. NONWAIVER. Eravant's failure to enforce any provisions of this Purchase Order or rights hereunder shall not operate as a waiver of such provisions or rights and the same shall remain in full force and effect for the duration of this Purchase Order.

XXIII. GOVERNING LAW. This Purchase Order and the acceptance of it shall be a contract made in the State of California and governed by the laws thereof, without giving effect to conflicts of law principles, and the United Nations Convention on Contracts for the International Sale of Goods shall not apply to such contract.