Exhibit A
GENERAL TERMS AND CONDITIONS OF SALE

1. **Acceptance:** These General Terms and Conditions of Sale, together with information contained in Seller's written product order acknowledgment and/or invoice (and any additions or revisions mutually agreed to in writing by Seller and Buyer), shall constitute the entire agreement and understanding of Seller and Buyer with respect to the purchase and sale of Seller's products, superseding all prior oral or written understandings relating thereto. If Buyer's order contains provisions different from or inconsistent with the provisions hereof, these terms and conditions shall prevail. Buyer's acceptance of delivery of or payment for any products or services provided hereunder, or Buyer's signature below, shall constitute Buyer's acceptance of all terms and conditions herein.

2. **Terms of Payment:** Unless otherwise stated on Seller's acknowledgment and/or invoice, Buyer shall pay all amounts due for products purchased hereunder in cash within thirty (30) days from the date of Seller's invoice, provided that in the event Seller reasonably deems Buyer's financial status unsatisfactory or Buyer is in default of any obligation of Buyer to Seller, Seller (without prejudice to any other rights or remedies it may have) may require payment in full of all amounts payable to Seller by Buyer under Seller's invoice or otherwise prior to shipment of any products thereunder. Buyer shall pay as additional interest or service charge an amount equal to one percent (1%) of the unpaid balance per month (or portion thereof), or if less, at the highest interest rate permitted to be owed by Buyer to Seller for any reason whatsoever.

3. **Prices:** Unless otherwise expressly indicated in writing by Seller, prices for all products are as noted on Seller's price list as in effect on date of shipment. All prices are based on quantity indicated and are F.O.B. destination, unless otherwise indicated on Seller's acknowledgement and/or invoice. All costs of shipping, delivery, and insurance are included in the price of the products, unless expedited shipping is requested. If shipping is expedited, buyer shall pay the additional costs of shipping incurred.

4. **Taxes:** Prices do not include any tax or other governmental charge or assessment on the sale, shipment, production or use of any products sold to Buyer hereunder. Such taxes and charges, when applicable, may appear as separate additional charges on Seller's invoice. Buyer shall be solely responsible for, and shall pay to Seller upon demand, any such tax, charge or assessment, unless Buyer has furnished to Seller a valid certificate issued by or acceptable to the tax authority in question.

5. **Export Laws and Regulations**: Any obligation of Seller to provide products shall be subject in all respects to all United States laws and regulations governing the license and delivery of technology and products abroad by persons subject to the jurisdiction of the United States. Buyer shall not export, directly or indirectly, any products or related information without first obtaining all required licenses and approvals from the appropriate government agencies.

6. **Buyer's Materials:** Buyer represents and warrants that any and all materials or other items furnished by or on behalf of Buyer to Seller for use in connection with production of Seller's products will be Buyer's exclusive property, free and clear of all liens, claims and encumbrances whatsoever. Unless otherwise indicated on Seller's acknowledgment and/or invoice, Buyer shall bear all costs of delivering such materials and items to Seller's production facility. Seller shall be liable for any loss, destruction or damage of any such materials or items while in Seller's possession to the extent (but only to be extent) caused solely by Seller's negligence, subject to the limitation on Seller's liability described in Section 14 below.

7. **Delivery:** Seller shall make every reasonable effort to effect shipment on or before the scheduled shipping date(s) reflected on Seller's acknowledgment and/or invoice, but such schedule may vary due to, among other things, conditions beyond Seller's reasonable control, including, but not limited to, Seller's receipt of all materials and information to be supplied by Buyer. If no shipping date is specified, shipment will be made on date(s) selected by the Seller. In no event shall Seller be liable for any damages or penalties for delay in delivery or for failure to give notice of delay. Seller will make reasonable efforts to give notice of delay to Buyer. Delivery may be made within a time period reasonably in advance of any scheduled delivery date.

8. **Packing and Shipment:** Unless preferred packing method is noted on Seller's acknowledgment and/or invoice, all items will be packed for shipment in accordance with Seller's standard practice. Unless otherwise specified on Seller's acknowledgment and/or invoice, Seller will ship by the most appropriate method. Any and all claims by Seller for damage or loss of products in transit shall be made by Seller against the carrier.

9. **Title:** Subject to Section 12 below, title to all products sold by Seller to Buyer shall pass from Seller to Buyer when such products are delivered to Buyer's destination. However, if Buyer should fail to pay when due any amount Buyer owes to Seller on account of such products, Seller shall have, in addition to any other rights of Seller, the right (without liability of Seller) to repossess such products or to require Buyer to effect (at Buyer's expense) return delivery of such products to Seller. In addition, until Buyer has paid to Seller the entire amount due to Seller for such products, Seller shall retain a security interest in such products in the amount of the full purchase price plus all other amounts due hereunder and all costs of collection incurred by Seller (including but not limited to court costs and reasonable attorney fees), and Seller shall retain all rights and remedies of a secured party under the Uniform Commercial Code as in effect at the time of delivery of such products. A copy of Seller's invoice may be filed with the appropriate authorities at any time as a financing statement or chattel mortgage in order to perfect Seller's security interest. Upon the request of Seller, Buyer will execute any financing and other documents or instruments necessary or appropriate in order for Seller to perfect its security interest.

10. **Risk of Loss:** All risk of loss or damage to products sold by Seller to Buyer hereunder shall be assumed by Buyer upon delivery of such products to the Buyer's destination.

11. **Inspection by Buyer:** Buyer shall carefully inspect all deliveries of products as they are received by Buyer and report to Seller promptly (but in any event within ten (10) calendar days after receipt of shipment) any alleged error, shortage, defect or nonconformity of such products. Any failure by Buyer to so inspect and report shall constitute a waiver by Buyer of any claim or right of Buyer against Seller arising with respect to any such error, shortage defect or nonconformity which was reasonably discoverable by such an inspection.

12. **Software License:** Upon acceptance of and payment for any software and/or documentation shipped by Seller to Buyer, and subject to the terms and conditions hereof, Buyer shall have a worldwide, nonexclusive, nonsublicensable, nontransferable license to use such software and/or documentation. Buyer may make one (1) copy of the software for back-up and disaster recovery purposes only. The license set forth in this Section 12 shall terminate immediately upon Buyer's discontinuance of the use of the equipment on which the software is installed. Buyer understands and agrees that title to, and all rights of ownership in, any such software and/or documentation shall at all times remain with Seller and relevant third parties.

13. **Warranty:** Seller warrants only to Buyer that its hardware products shall be free from material manufacturing and materials defects under conditions of normal use for a period of twenty-four (24) months from shipment by Seller to Buyer. Seller's products obtained from Seller which do not comply with the above warranty and are returned by Buyer to Seller during the warranty period (as shown by appropriate documentation) will be repaired or replaced at Seller's option, at no cost to Buyer. Buyer will bear the cost of freight and insurance of returned Seller's products, and Seller shall bear the cost of freight and insurance of repaired Seller's products. All returned products must be in the original, or substantially similar, packaging and container and shall conspicuously bear the RMA number Buyer obtains from Seller prior to return. If Seller cannot, or determines that it is not practical to, repair or replace the returned product, the price therefor paid by Buyer will be credited and applied to future orders. Seller will make available to Buyer spare parts for purchase at prices set forth in Seller's then current price list. Upon return of such repaired products, the warranty with respect to such products will continue for the remaining unexpired warranty or sixty (60) days, whichever is longer.

Seller will provide Buyer with software bug fixes for products during the first ninety (90) days after product is purchased from Seller. During this period, Seller may offer maintenance releases on new software releases ("Software Releases"), at its sole discretion, to Buyer for software fixes. Outside of the period set forth herein, software fixes shall only be available through Software Releases.

Seller warrants to Buyer that services will be performed in a professional and workmanlike manner.

It is the sole and exclusive responsibility of Buyer to determine the suitability of any and all products of Seller for Buyer's intended purposes and uses. Seller warrants that the products sold hereunder conform to Seller's applicable specifications for such products (subject to Seller's standard tolerances for variations) as in effect at the time of shipment by Seller, or, if applicable, specifications provided by Buyer and expressly accepted by Seller in writing provided that Seller shall not have any liability whatsoever for any damage to or defect in products resulting directly or indirectly from events occurring after the shipment of such products by Seller and acceptance by Buyer. Products will be considered accepted by the conditions listed under Term 11, Inspection by Buyer.

THIS WARRANTY IS THE SOLE AND EXCLUSIVE WARRANTY GIVEN BY SELLER WITH RESPECT TO PRODUCTS AND SERVICES SOLD OR PROVIDED BY SELLER. SELLER GIVES AND MAKES NO REPRESENTATION OR WARRANTY OF ANY KIND, EXPRESSED OR IMPLIED, OTHER THAN THAT EXPRESSLY SET FORTH HEREIN. NO REPRESENTATIVE OF SELLER IS AUTHORIZED TO GIVE OR MAKE ANY OTHER REPRESENTATION OR WARRANTY OR MODIFY THIS WARRANTY IN ANY WAY. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, NO IMPLIED WARRANTY OF MERCHANTABILITY, NO IMPLIED WARRANTY OF FITNESS FOR ANY PARTICULAR PURPOSE AND NO IMPLIED WARRANTY ARISING BY USAGE OF TRADE, COURSE OF PERFORMANCE IS GIVEN OR MADE BY SELLER OR SHALL ARISE BY OR IN CONNECTION WITH ANY SALE OR PROVISION OF PRODUCTS OR SERVICES BY SELLER, OR BUYER'S USE OF ANY PRODUCTS OR SERVICES OR SELLER'S AND/OR BUYER'S CONDUCT IN RELATION THERETO OR TO EACH OTHER AND IN NO EVENT SHALL SELLER HAVE ANY LIABILITY OR OBLIGATION WHATSOEVER UNDER OR IN CONNECTION WITH ANY SUCH WARRANTY WITH RESPECT TO ANY PRODUCTS OR SERVICES.

14. **Limitation on Seller's Liability:** Buyer acknowledges that no guarantees or assurances have been made as to the results that may be obtained from the use of the products or services sold hereunder. To the extent Buyer is purchasing services, the terms and conditions under which those services are provided (to the extent not covered herein) shall be subject to a separate Seller term sheet that will be provided to Buyer. Buyer acknowledges that it does not rely on, and waives any claim relating to, any recommendation or instruction given to Buyer by Seller or any of its representatives regarding the specification, storage, handling or use of products purchased and sold hereunder, which recommendation or instruction shall be followed by or acted upon Buyer entirely at Buyer's own risk.

IN NO EVENT SHALL SELLER BE LIABLE TO THE BUYER FOR ANY INDIRECT, PUNITIVE, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES IN CONNECTION WITH OR RELATED TO THIS AGREEMENT OR THE PRODUCTS OR SERVICES PROVIDED IN CONNECTION HEREWITH (INCLUDING LOSS OF PROFITS, USE, DATA, OR OTHER ECONOMIC ADVANTAGE), HOWEVER, ARISING, WHETHER FOR BREACH OF THIS AGREEMENT, INCLUDING BREACH OF WARRANTY OR IN TORT, EVEN IF THAT PARTY HAS BEEN PREVIOUSLY ADVISED OF THE POSSIBILITY OF SUCH DAMAGE.

SUBJECT TO SECTION 19 BELOW, IN NO EVENT WHATSOEVER SHALL SELLER HAVE ANY LIABILITY TO BUYER, ARISING OUT OF, OR IN CONNECTION WITH, THE SALE OR USE OF THE PRODUCTS OR SERVICES SOLD HEREUNDER, THE TRANSACTIONS CONTEMPLATED HEREBY, OR SELLER'S OR BUYER'S CONDUCT OR ACTIONS IN RELATION TO ANY OF THE SAME OR TO EACH OTHER IN AN AMOUNT IN EXCESS OF AND SELLER'S LIABILITY SHALL BE STRICTLY LIMITED TO THE AMOUNT(S) ACTUALLY RECEIVED BY SELLER FROM BUYER AS PURCHASE PRICE FOR THE PRODUCTS OR SERVICES WHICH GIVE RISE TO SELLER'S LIABILITY.

15. **Returns/Cancellation:** Authorization to return products purchased from Seller must be obtained from Seller prior to any such return. All returned products must be in the original, or substantially similar, packaging and container and shall conspicuously bear the return merchandise account number Buyer obtains from Seller prior to return. In Seller's sole discretion, credit may be granted with respect to returned products, less a fifteen percent (15%) restocking charge, provided that any returned products must be shipped to Seller in unopened boxes, freight prepaid, at Buyer's risk. Products canceled by Buyer within ten (10) days of the confirmed shipment date are subject to a cancellation charge of fifteen percent (15%) of the net value of the canceled portion of the order. Products canceled by Buyer within eleven (11) to thirty (30) days of the confirmed shipment date, shall be subject a cancellation charge of ten percent (10%) of the net value of the canceled portion of the order. The parties agree that the cancellation charge is not imposed as a penalty, but as liquidated damages. Orders of non-standard products or special product configurations are not cancelable.

16. **Indemnification:** Subject to Section 19 below, Buyer agrees to indemnify, hold harmless and defend Seller (and its employees, subsidiaries, affiliates, successors and agents) from and against any and all judgments, liabilities, damages, losses, expenses and costs (including, but not limited to, court costs and attorneys' fees) incurred or suffered by Seller, which relate to or arise out of (a) Buyer's use, handling, sale or distribution of the products sold hereunder, (b) Buyer's breach of any representation, warranty or obligation hereunder, and/or (c) the infringement or violation of any third party's intellectual property or other rights arising out of or in connection with Seller's use of specifications, materials or other items provided to Seller by Buyer.

17. **Year 2000 Matters:** Seller warrants to Buyer that the products manufactured by Seller and sold hereunder, to the extent used in accordance with user documentation supplied by Seller, will not improperly generate, record, interpret, exchange or display dates within calendar year 2000, provided no product communicating with Seller's products improperly generates, records, interprets, exchanges or displays such dates. Seller's sole liability and Buyer's exclusive remedy for breach of the above warranty is for Seller, at its sole option, and provided Buyer has notified Seller promptly after discovery of a non-conformity (but in no event later than December 31, 2000), to repair or replace non-conforming hardware, or to provide a maintenance release, patch or workaround for non-conforming software.

18. **Force Majeure:** Notwithstanding anything else in this agreement, no default, delay or failure to perform on the part of either party shall be considered a breach hereof if such default, delay or failure to perform is shown to be due to causes beyond the reasonable control of the party charged with a default, including, but not limited to, causes such as strikes, lockouts or other labor disputes, riots, civil disturbances, actions or inactions of governmental authorities, epidemics, war, embargoes, severe weather, fire, earthquakes, acts of God or the public enemy, nuclear disasters, or default of a common carrier; provided, that for the duration of such force majeure the party charged with such default must continue to use all reasonable efforts to overcome such force majeure.

19. **Intellectual Property:** Seller will defend any action brought against Buyer to the extent based on a claim that a product supplied by Seller, when used for any of the purposes contemplated by Seller, directly infringes a third party United States patent or United States copyright. Seller will pay any award against Buyer, or settlement entered into on Buyer's behalf, based on such infringement only if Buyer notifies Seller promptly in writing of the claim, provides reasonable assistance in connection with the defense and/or settlement thereof, at Seller's expense, and permits Seller to control the defense and/or settlement thereof. Seller shall have no liability if the alleged infringement is caused by (i) use of other than the then-most-recent version of such product provided by Seller to Buyer hereunder, (ii) use of a product for which Seller has provided Buyer with modifications or substitute products pursuant to this Section 19, if use of such modifications or substitute products would have prevented the claim, or (iii) any combination of Seller's product with Buyer's product or other non-Seller equipment, programs or data, where Seller's product alone would not have given rise to the claim.

In the event of an infringement action against Buyer with respect to a product supplied by Seller, or in the event Seller believes such a claim is likely, Seller shall be entitled, at its option but without obligation or additional cost to Buyer or its customers, to (i) appropriately modify such products, or substitute other products which, in Seller's opinion, do not infringe any third party intellectual property rights; provided, that such modifications or substitutions shall not materially affect the fit or function of such products; (ii) obtain a license with respect to the applicable third party intellectual property rights; or (iii) if neither (i) nor (ii) is commercially practicable, terminate Buyer's licenses hereunder and reimburse Buyer for the cost of purchase less an accumulated straight line depreciation for a normal life cycle of the products; the life cycle will be determined in accordance with generally accepted accounting guidelines.

Notwithstanding anything contained herein, this Section 19 states Seller's entire liability for actual or alleged infringement of intellectual property rights.

20. **Maintenance, Support, and Training:** Any maintenance, support or training services that may be requested by Buyer shall require the parties to enter into a separate agreement, which services would then be provided at an additional charge.

21. **Demonstration Equipment:** Products sold as "demonstration equipment" may include equipment used by Alcatel for engineering development and customer demonstration, or products which have been traded-in by customers who are upgrading to new systems. Such demonstration equipment may be, in Alcatel's sole discretion, either new products or shall be completely refurbished by our factory and include the same warranties outlined in Section 13.

22. **Governing Law/Attorneys' Fees**: These General Terms and Conditions of Sale and the transactions contemplated hereby shall be governed by and construed and enforced in accordance with the laws of the State of Utah without regard to its conflicts of law rules. All disputes arising out of this Agreement shall be subject to the exclusive jurisdiction of the state and federal courts within Utah, and the parties agree and submit to the personal and exclusive jurisdiction and venue of these courts. In the event it becomes necessary for either party to employ an attorney in order to enforce the terms hereof, or to protect the rights of either party hereunder, and such party is successful in any action in connection therewith, the other party agrees to pay such prevailing party the reasonable attorney's fees and legal costs incurred. Term 20 in the WSCA Standard Contract Terms and Conditions shall have precedence over this term.

23. **Internet Transmissions:** Buyer acknowledges that Internet transmissions are subject to errors beyond Seller's control. No electronic transmission of data and/or information via Seller's web site shall give rise to any liability or obligation by Seller. Whether or not proper receipt of an electronic transmission has in fact occurred and the exact time at which proper receipt of an electronic transmission occcurs shall be determined by Seller by reference to its web site transaction records and applicable procedures.

24. **Waiver/Severability/Amendments:** Seller shall not be deemed to have waived any provision hereof, or any breach by Buyer of any provision hereof, unless such a waiver is specifically set forth in writing and executed by an authorized officer of Seller. No waiver by Seller of any provision hereof or any breach or any breach by Buyer hereunder shall constitute a waiver of such provision on any other occasion or a waiver of any other breach by the Buyer. The invalidity or unenforceability, in whole or in part, of any provision, term or condition hereof shall not affect the validity and enforceability of the remainder of such provision, term and condition or any other provision, term or condition. These General Terms and Conditions of Sale may not be amended except by written agreement of Seller and Buyer expressly referring herein.

Toll Fraud: Seller's products DO NOT provide immunity from fraudulent intrusion or toll fraud