ABACO SYSTEMS

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6.2   You may terminate the license granted hereunder at any time by destroying the Licensed Product together with all copies thereof and notifying Abaco in writing that all use of the Licensed Product has ceased and that same has been destroyed.

6.3   Abaco may terminate this Agreement or any license hereunder upon notice to Customer if Customer breaches any of the terms and conditions of this Agreement or if Customer attempts to assign this Agreement or any license hereunder without Abaco's prior written consent.

6.4   Within twenty (20) days after any termination of this Agreement, Customer shall certify in writing to Abaco that all use of the Licensed Product has ceased, and that the same has been destroyed.

6.5   All provisions of this Agreement related to disclaimers of warranty, limitation of liability, Abaco's intellectual property rights, or export shall survive any expiration or termination and remain in effect. Termination of this Agreement or any license hereunder shall not relieve Customer of its obligation to pay any and all outstanding charges hereunder nor entitle Customer to any refund of such charges previously paid.

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7.1   If you intend to export (or reexport), directly or indirectly, the Licensed Product or technical data relating thereto or any portion thereof, it is your responsibility to assure compliance with U.S. and other applicable export control laws and to obtain any required licenses or approvals in your own name. You are also responsible for the accuracy and completeness of any information or certification you provide for purposes of export control compliance.

8. U.S. GOVERNMENT CONTRACTING

If Customer is a U.S. Government entity or elects to sell products or services provided hereunder to the U.S. Government or to a contractor selling to the U.S. Government, the following provisions apply: (a) Customer agrees that all products and services provided by Abaco meet the definition of "commercial-off-the-shelf" (COTS) or "commercial item" as defined in FAR 2.101, and that the subparagraph terms of FAR 52.212-5(e) or FAR 52.244-6 (or, for orders from the U.S Government, FAR 52.212-5 and FAR 52.212-4 with tailoring to the extent permitted by FAR 12.302 by replacing all paragraphs except those listed in FAR 12.302(b) with these Conditions of Sale), and (subject to subsection (e) below) DFARS 252.212-7001(c) or DFARS 252.244-7000, whichever are applicable, apply only to the extent applicable to COTS or commercial items and only as appropriate for the dollar value of this order; (b) with regard to any terms related to Buy American Act or Trade Agreements, the country of origin of products is unknown unless otherwise specifically stated in writing by Abaco; (c) Customer agrees that any services offered by Abaco are exempt from the Service Contract Act of 1965 (FAR 52.222-41); (d) Customer agrees that this sale is not funded, in whole or in part, by the American Recovery and Reinvestment Act unless otherwise set forth in a written agreement of the parties; and (e) Customer is solely and exclusively responsible for compliance with any other applicable statutes or regulations governing sales to the U.S. Government, and Abaco makes no representations, certifications or warranties whatsoever with respect to the ability of its goods, services or prices to satisfy any such statutes and regulations other than those contained herein.

9. GENERAL

9.1   This Agreement shall be governed by the laws of the State of New York, without regard to its conflict of law provisions. The provisions of the United Nations Convention on the International Sale of Goods shall not apply to this Agreement.

9.2   YOU ACKNOWLEDGE THAT YOU HAVE READ THIS AGREEMENT, UNDERSTAND IT AND AGREE TO BE BOUND BY ITS TERMS AND CONDITIONS. YOU FURTHER AGREE THAT IT IS THE COMPLETE AND EXCLUSIVE STATEMENT OF THE AGREEMENT BETWEEN US AND SUPERSEDES ANY PROPOSAL OR PRIOR AGREEMENT, ORAL OR WRITTEN, AND ANY OTHER COMMUNICATIONS BETWEEN US RELATING TO THE SUBJECT MATTER OF THIS AGREEMENT. FURTHER, NO CHANGE OR AMENDMENT TO THIS AGREEMENT SHALL BE EFFECTIVE UNLESS AGREED TO BY WRITTEN INSTRUMENT SIGNED BY A DULY AUTHORIZED REPRESENTATIVE OF ABACO.

(Nov. 2015)