

Abaco Systems Annex to Conditions of Sale for Product Lifecycle Management (PLM) Services

The sale or supply of PLM services, or of products sold in connection with the supply of PLM services, by Abaco Systems, Inc. or its subsidiary ("Abaco") to the customer ("Customer") is expressly governed by Abaco's Standard Conditions of Sale (ABACO-COM-001-01, Nov. 2015), incorporated herein by reference (the "Conditions of Sale"), as modified by this Annex, unless specifically stated otherwise in an overriding PLM Contract or other written agreement signed by Abaco's authorized representative where precedence over the foregoing is expressly and clearly stated. Any additional or different terms and conditions set forth in Customer's purchase order or other communication are objected to and will not be binding upon Abaco unless specifically agreed to in writing by Abaco's authorized representative, provided, however, that no preprinted facility entry form shall be binding even if signed by Abaco's representative. Any order or authorization by Customer, whether written or oral, to furnish products or services or licensing of software shall constitute acceptance of these terms and conditions.

I. PLM LTS (Long-Term Support) SERVICES

A. Health Checks

1. Services. The Health Check service is an arrangement, typically on an annual basis, for proactive background obsolescence monitoring and reporting. Abaco places into background monitoring the bills of material of those products for which the Customer has contracted with Abaco to provide the Health Check service. The monitored bill of material excludes passive devices, mechanical items and the printed circuit board. Customer receives timely e-mail alerts for each new instance of obsolescence. Customer also receives Health Check reports each calendar quarter, detailing the full obsolescence status down to component level for the Customer's products for which the service is provided.

2. Contact. Customers of the Health Check service must provide contact details for at least one point of contact, who shall be the recipient of all Health Check reports and obsolescence alerts. It shall be the responsibility of the Customer to keep Abaco informed of any changes to those contact details.

B. Storage

1. Services. The Storage service is an arrangement, typically on an annual basis, for storage of components, for future potential use in new-build, upgrade or repair of Abaco-supplied products. Abaco provides the Customer a stock usage report, on at least an annual basis, detailing any repairs, upgrades or new-build requirements where such stored components may have been consumed. If the Customer has also arranged for the Health Check service, then a quarterly report on stock usage will be included as part of that reporting service.

2. Term Limit. Unless otherwise agreed in writing, components stored for future potential use in new builds shall not be stored hereunder for longer than a total of five (5) years.

3. Liability for Excess Component Stock. Any excess component stock remaining at the end of the term shall be suitably packaged and delivered to Customer within 30 days after the date of termination of the applicable PLM services agreement.

C. Component Purchase

1. Services. Abaco offers the Customer the option of having Abaco source and supply components, whether obsolete or actively available in the marketplace, for future potential use in new-build, upgrade or repair of Abaco-supplied products. If Customer also contracts with Abaco for provision of storage services, such components will then be delivered directly into the designated storage facility; otherwise, they shall be delivered to Customer as set forth in the Conditions of Sale.

2. Usage of Components. Where Abaco is providing a service to use components held in storage for potential product build, upgrade or repair Abaco shall retain sole discretion on allocation, prioritization and usage of such components in order to meet these

build, upgrade or repair commitments. Abaco shall monitor and provide a periodic usage / stock level reports in accordance with the specific terms agreed between Abaco and Customer and inform Customer if usage, attrition or any other relevant factor significantly exceeds previously determined expectations. This stock usage update is provided as standard as part of the Component Storage service and/or Health Check service.

3. Component Usage Forecasting. Abaco may assist Customer in establishing PLM stock holding levels but Customer shall be responsible for ensuring that such holding levels are adequate to meet their projected needs bearing in mind potential yield, attrition and other similar potentially applicable factors. Abaco shall have no liability should any stocking levels prove to be inadequate for Customer requirements.

4. Credit. If Abaco incorporates a component for which Customer has paid Abaco hereunder into an Abaco Product for sale to Customer, Customer shall receive a credit against the purchase price of such Abaco Product to reflect its prior payment for the component.

5. No Guarantee of Sufficient Purchasing. Abaco does not guarantee purchases of sufficient components to meet Customer needs. If, after commercially reasonable efforts, Abaco is unable to purchase sufficient components, it shall, at its discretion, notify the Customer, and deliver the components it was able to purchase in accordance with the delivery terms below, and Customer shall pay Abaco for such components in accordance with the payment terms below.

D. Test Equipment Maintenance

1. Services. Where Abaco has confirmed the feasibility and willingness to provide a repair capability for an extended in-service period beyond the normal expiry of such support period for a given product, then Customer may contract Abaco to retain and maintain said facility and capability. Provision of this service shall typically be on an annual basis. Abaco will assess each such Customer request for this service on a case by case basis.

2. Term Limit. In the event that Abaco identifies that a given item of test equipment is no longer capable of being maintained in full working order, Customer will be informed promptly and arrangements made for termination of the service.

II. DEFINITION OF "PLM Services Agreement"

The PLM Services Agreement is the collective term used to describe the provision of services being provided by Abaco to the Customer as acknowledged in Abaco's Order Acknowledgement provided to the Customer at the time of Contract formation, or as contained in any specific negotiated Contract correctly entered into by Abaco and the Customer that covers the provision of such services.

III. SPECIAL TERMS AND CONDITIONS

A. SPECIAL WARRANTY TERMS. The warranty terms of the Conditions of Sale shall apply, modified as follows:

1. Health Checks. Abaco shall provide Health Check services using commercially reasonable endeavours. No other warranty shall apply. Abaco does not guarantee full coverage of obsolescence events.

2. Storage. Abaco shall segregate, store and maintain PLM related components, equipment and Abaco Products in an environment designed to maintain their security, performance and viability in accordance with good commercial practices as far as reasonably practicable to do so. No other warranty shall apply. Abaco does not warrant non-Abaco manufactured PLM components held in storage except where the manufacturer's warranty allows Abaco to transfer such manufacturer's warranty to Customer. Abaco will pass through to Customer any such warranties. Abaco's standard warranty terms as set forth in the Conditions of Sale apply to Abaco-branded products ("Abaco Products") sold by Abaco, including those

incorporating PLM components. In all cases the term "date of shipment" in Abaco's warranty terms for stored products shall be the date of Abaco's placement of the item into the storage facility.

3. Component Purchase. Abaco shall make commercially reasonable efforts and its standard procurement processes to purchase components as requested by Customer. No other warranty shall apply. Abaco does not guarantee purchases of sufficient components to meet Customer's needs. Customer acknowledges that some level of inventory loss and damage is normal and that the quantity of components it requests should be planned accordingly.

4. Test Equipment Maintenance. Abaco shall use commercially reasonable endeavors to maintain the applicable test equipment and associated tools in full working order. No other warranty shall apply.

B. SPECIAL TERMS FOR DELIVERY, TITLE AND RISK. The terms of the Conditions of Sale for delivery, title and risk shall apply, modified as follows:

1. Component Purchase and Storage. If Customer has contracted with Abaco for provision of storage services, delivery of Components and Products purchased hereunder to Customer will be effective immediately upon each item being placed in the designated Abaco PLM LTS storage facility. Title and Risk of loss shall pass upon delivery. If Customer has not contracted with Abaco for provision of storage services, delivery, title and risk of loss shall be as set forth in the Conditions of Sale.

2. Other PLM Services. Delivery of other PLM services shall be deemed to have been made to Customer as specified below. Title to Services shall pass upon delivery.

(a) Health Checks: upon delivery of the first and each subsequent Quarterly Health Check Report;

(b) Test Equipment Maintenance: at the date of commencement of the PLM Services Agreement and at the annual renewal date thereafter.

C. SPECIAL PAYMENT TERMS. The payment terms of the Conditions of Sale shall apply, modified as follows:

1. Component Purchase. Payment for purchased components shall be made by Customer in accordance with the payment schedule set forth on Abaco's quotation. If no such payment schedule appears, payment shall be made net thirty (30) days after delivery of all components and Abaco's invoicing therefor; however, if Abaco is unable to purchase sufficient components as set forth at section I.C.5. above, payment shall be made net thirty (30) days after delivery of the components Abaco was able to purchase and Abaco's invoicing therefor.

2. PLM Services. Fees for PLM services shall be payable in advance of the contracted time frame (typically annual) for such services.

D. SPECIAL CANCELLATION AND RESCHEDULING TERMS. The terms of the Conditions of Sale for cancellation and rescheduling shall apply, modified as follows:

1. Component Purchase. All Component Purchase orders are final and may not be cancelled, rescheduled, or returned.

2. PLM Services. All PLM services are non-cancellable for the contracted time frame (typically annual) for such services. PLM service agreements shall automatically terminate upon expiry unless it is extended by agreement of the parties for a further contracted time frame (typically annual, or such longer term as may be agreed), from the date of expiry.

E. OTHER SPECIAL TERMS AND CONDITIONS

1. Conditions of Sale. Except as modified as set forth above, Abaco's Standard Conditions of Sale (Nov. 2015), incorporated herein by reference, apply to the sale or supply of all PLM services and of all products sold in connection with the supply of PLM services.

2. Shortform Contract Summaries. Any shortform contract summaries or similar documents provided to Customer at any time are for guidance only and do not supplement, override or modify the

foregoing in any respect whatsoever, and shall have no legal effect. Abaco disclaims all liability for any errors, omissions or other items contained within any document supplied by Abaco that may be construed as contradicting these or any other applicable Abaco Terms and Conditions.

(Nov. 2015)