Terms and Conditions of Sale

Customer and A&B Software LLC ("A&B") agree that the purchase and sales of A&B's hardware and software products ("the Products") and A&B's hardware and software services and support (the "Services") are made under these terms and conditions, and that A&B SHALL NOT BE BOUND BY CUSTOMER'S ADDITIONAL OR DIFFERENT TERMS. Customer's order and purchase of the Products and Services shall constitute acceptance of these terms and conditions.

1. **TITLE.** Title to items sold hereunder shall pass to Customer upon payment to A&B of the full purchase price.
2. **PAYMENT.** Customer shall make payment in full prior to or upon delivery by credit card, wire transfer, cashier's check or money order, unless A&B approves Customer for credit terms. If A&B approves Customer's credit application, payment shall be due no later than 30 days from the date of A&B's invoice. Payments for orders accepted in the United States shall be made in U.S. Dollars. All sums not paid when due shall accrue interest daily at the lesser of a monthly rate of 1.5% or the highest rate permissible by law on the unpaid balance until paid in full. If A&B in its sole discretion does not approve Customer's credit, A&B reserves the right to cancel the entire agreement or to cancel any shipment thereof. In the event of Customer's bankruptcy or insolvency or in the event any proceeding is brought against Buyer, voluntarily or involuntarily, under the bankruptcy or any insolvency laws, reserving any and all other rights, A&B will be entitled to cancel any outstanding order during the period allowed for filing claims against the estate and will be paid for its cancellation charges.
3. **PRICES.** All quotations shall expire thirty (30) days from date of issuance, unless otherwise set forth on the quotation or agreed in writing. Prices are subject to change or withdrawal without notice. All products ordered to customer specifications which require deviations in standard production process and all products requiring certification by A&B are subject to an additional charge.
4. **TAXES.** Product prices are exclusive of, and Customer shall pay, applicable sales, use, service, value added or like taxes, unless Customer has provided A&B with an appropriate exemption certificate for the delivery destination acceptable to the applicable taxing authorities.
5. **ORDERS.** All orders are subject to acceptance by A&B. A&B's booking of an order shall constitute its acceptance of an order.
6. **DELIVERY.** Software products and services are delivered electronically via e-mail or URL links, unless a physical delivery on a digital media is requested by Customer and approved by A&B. Hardware products are delivered F.O.B. point of shipment with cost advanced by A&B and billed to Customer unless Purchase Order includes Customer's shipping account number. Orders with multiple destinations are subject to additional charge. Requested delivery schedules of Customer will be met to the best of A&B's ability. A&B reserves the right to make partial shipments on this order, and each shipment will be invoiced separately. Delivery of samples or of any part of an order does not constitute an obligation to make future deliveries.
7. **LOSS OR DAMAGE IN TRANSIT.** A&B assumes no liability for any loss, damage, or destruction of hardware products after delivery is made to the carrier. Shipments will be insured only at the request of and at the expense of Customer. If Customer asserts any claim against A&B, it shall be done in writing five days from receipt of shipment.
8. **DELAY/NON-PERFORMANCE.** A&B will not be liable for delays in performance, including delivery, or for failures to perform, including failure to deliver, due to (a) any causes beyond A&B's reasonable control, including A&B's inability to obtain necessary materials, components, services or facilities, or (b) Acts of God, acts of Customer, acts of civil or military authorities, governmental regulations or priorities, strikes or other labor disturbances, fires, riots, wars, or natural disasters, including epidemics, droughts, floods, or transportation interruptions. A&B will promptly notify

Buyer of any material delay and will specify a revised performance date as soon as practicable. In the event of such delay, this Agreement will not be terminated and the date of performance will be extended for a period of time equal to the period of the delay.

9. **WARRANTIES/DISCLAIMERS:** A&B makes no warranties, oral or written, express or implied, with respect to any goods or services sold hereunder, all of which are provided "as is." neither does A&B warrant the products of any third party manufacturer or licensor which may be used or supplied with the A&B products, and Customer agrees to look only to such third parties for any warranty claim relating thereto. A&B expressly disclaims all warranties, express or implied, including but not limited to the implied warranties of merchantability, fitness for a particular purpose or noninfringement. A&B does not warrant that the functions contained in the A&B product(s) or services will meet Customer's requirements, or that the operation of the A&B product(s) will be uninterrupted or error-free, or that defects in the A&B product(s) will be corrected. Furthermore, A&B does not warrant or make any representations regarding the use or the results of the use of the A&B product(s) or related documentation in terms of their correctness, accuracy, reliability, or otherwise. No oral or written information or advice given by A&B or any A&B's authorized representative shall create a warranty or in any way increase the scope of A&B's liability. Some jurisdictions do not allow the exclusion of implied warranties, so the above exclusion may not apply. Customer's exclusive remedy and A&B's entire liability under this agreement will be, at A&B's option, to repair or replace the A&B product(s).
10. **NO INFRINGEMENTS.** In no event shall A&B be liable to third parties for damages of any type arising out of Customer's use of A&B products. Customer furthermore represents and warrants to A&B that any services performed A&B at Buyer's request on material supplied by Customer, are not in violation or infringement of any person's statutory or common law copyright or other proprietary rights; and Customer agrees to indemnify A&B from and against all liability, loss or damage, including reasonable counsel fees, resulting from a claimed violation or infringement of any person's proprietary rights or any litigation based thereon, or from Customer's use of A&B's products.
11. **RETURN/CHANGE POLICY**: (a) Orders placed for software products are non-refundable. Fully functional trial versions are available for all software products offered by A&B. Customers are encouraged to evaluate software prior to purchasing a software license. During the evaluation period, technical support is provided by A&B through e-mail or telephone. (b) Customer may return unwanted hardware Products within thirty (30) days of the Delivery Date. Customer shall pay a twenty percent (20%) restocking charge on any unwanted hardware Products returned to A&B. No returns will be accepted after the thirty (30) day period has expired. A&B will repair or replace (at its option) any defective unit which is returned within 30 days of receipt by purchaser provided that return authorization is timely requested by Customer and authorized in writing by A&B. Requests for return authorization of defective or non-defective units must be made within 5 days of receipt. All returns must be made with shipping and handling prepaid to the A&B designated. All returns must be made in the original carton and packing materials, with all accessories and a copy of the original invoice. Returned merchandise must be in a resalable condition or a refurbishing charge will be assessed. No credit can be allowed by A&B for items damaged in transit. A&B may terminate any order if any representations made by Customer to A&B are false or misleading. Changes to orders shall not be binding upon nor be put into effect by A&B unless confirmed in writing by A&B's appropriate representative.
12. **SERVICES. Limited Warranty.** A&B warrants that Services will be performed in a good and workmanlike manner. Except as expressly stated in the preceding sentence, A&B makes no express or implied warranties with respect to the Services, including but not limited to (a) any warranty relating to third-party products or (b) any warranty concerning the results to be obtained from the Services or the results of any recommendation A&B may make, including without limitation any implied warranties concerning the performance, merchantability, suitability, non-infringement or fitness for a particular purpose of any of the deliverables or of any system that may result from the implementation of any recommendation A&B may provide. In order to receive warranty remedies,

deficiencies in the Services must be reported to A&B in writing within 90 days of completion of the Services. **Limitation of Liability.** A&B is not liable for any incidental, indirect, special, or consequential damages arising out of or in connection with the Services provided by A&B, including without limitation loss of use of the Products or any other software or data, including inability to achieve a particular result, even if A&B has been advised of the possibility of such damages or even if the damage is the direct result of an instruction or suggestion made by A&B. Except for claims that the Services caused bodily injury (including death), A&B's total liability arising out of or in connection with any event or series of connected events occurring in connection with the Services shall not exceed the amount of fees paid under the separate written agreement between Customer and A&B. These provisions allocate the risks under the separate written agreement between Customer and A&B. A&B's pricing reflects this allocation of risk and the limitation of liability specified herein. **High Risk Activities.** Customer understands and agrees that A&B has not tested or certified its Services for use in high risk applications including medical life support, nuclear power, mass and air transportation control, or any other potentially life critical uses and makes no assurances that the Services are suitable for any high risk uses. **Indemnification.** Customer accepts responsibility for, and agrees to indemnify and hold A&B harmless from, any and all liability, damages, claims, or proceedings arising out of (a) the failure of Customer to obtain the appropriate license, intellectual property rights, or any other permissions required to support any Products or A&B's performance of the Services, including but not limited to, the right to make any copies or reproductions of any Customer-provided software or (b) any inaccurate representations regarding the existence of an export license or the eligibility for export of software or other materials without a license.

13. **EXPORT LAWS**. The Products are subject to control under the U.S. Export Administration Regulations (15 CFR Part 730 *et. seq*.) and other applicable U.S. export control laws and regulations. Customer agrees that it will not export, re-export or transfer the Products via any means to any prohibited destination, entity or individual without the required export license(s) or authorization(s) from the U.S. Government. A&B reserves the right not to ship the Products ordered if, at any time, A&B believes that such shipment may violate U.S. export control laws.
14. **ACKNOWLEDGMENT/GOVERA&BNG LAW.** Customer acknowledges reading these Terms and Conditions, understands them and agrees to be bound by them. A waiver of any provision of this agreement shall not be construed as a waiver or modification of any other term hereof. Customer expressly agrees that this contract shall not be governed by the United Nations Convention on Contracts for the International Sale of Goods. This contract shall be interpreted and governed by the laws of the United States and the State of Connecticut. In the event a court of competent jurisdiction determines that the internal or domestic laws of the State of Connecticut cannot be applied, then the domestic or internal laws of another state located in the United States which bears a reasonable relationship to the transaction shall apply.