

Abaco Systems, Inc. ("Abaco")
Customer Bailment Agreement – Short Form

Equipment to be loaned/bailed: _____

Date by which Equipment is to be Returned to Abaco: _____

1. Abaco Retains Ownership of Equipment. Title to the Equipment shall remain in Abaco and does not transfer to Customer. Customer will preserve Abaco’s ownership and keep the Equipment free and clear of liens and encumbrances. Customer will not transfer possession of the Equipment to any third party. Customer may not assign or delegate its responsibilities under this agreement to any third party.

2. Risk of Loss. Abaco shall bear risk of loss of or damage to the Equipment until shipment to Customer. Customer shall then bear risk of loss of or damage to the Equipment until the Equipment is returned to Abaco. If the Equipment is not returned within the specified period, or if the Equipment is damaged or lost while in Customer’s possession, Customer agrees to pay Abaco the list price for such Equipment. However, Customer shall not be responsible for damage to the Equipment due to use in accordance with Abaco’s published specifications or manual under normal operating conditions.

3. Limitation of Liability. **Abaco’s liability of any claim of any kind, including negligence, for any loss or damage arising out of or resulting from this Agreement or from the Equipment furnished hereunder shall in no case exceed the list price for the Equipment which gives rise to the claim and shall terminate one year after shipment of the Equipment. In no event, whether as a result of breach of contract or warranty, or tort, including negligence, shall Abaco be liable for special, incidental, or consequential damages including, but not limited to, loss of profits or revenue, loss of use of the equipment or any associated equipment, damage to associated equipment, cost of capital, cost of substitute equipment, facilities, or services, downtime costs, or claims of customers of the Customer for such damages.**

4. Software. Any software provided with the Equipment shall be subject to the provisions of the applicable Abaco software license. Customer shall return any such software with the Equipment.

The Customer’s signature below signifies its acceptance of the terms hereof:

Signature: _____

Typed name: _____

Title: _____

Company: _____

Date: _____