

END-USE / END-USER STATEMENT

The End User acknowledges that the Software is subject to United States export laws and regulations including but not limited to the U.S. Export Administration Regulations (“EAR”) and may be subject to export and import laws of other countries. The End User agrees to comply with the EAR, and all other applicable export laws and regulations. The End User will not export or re-export the Software, directly or indirectly, to:

- (a) any countries that are subject to U.S. export restrictions (including, but not limited to, Cuba, Iran, Iraq, North Korea, Sudan, and Syria);
- (b) any entity whom End User knows or has reason to know will utilize them in the design, development or production of nuclear, chemical, or biological weapons; or
- (c) any entity who has been prohibited from participating in U.S. export transactions by any federal agency of the U.S. government including entities or individuals found on the U.S. screening lists (see U.S. government’s consolidated screening list at http://export.gov/ecr/eg_main_023148.asp).

In addition, End User is responsible for complying with any local laws in End User’s jurisdiction which may impact its right to import, export, or use the Software. Illegal export or misappropriation in violation of United States export laws by the End User will be considered a material breach of the License and SCALABLE may, at its discretion, terminate or suspend its obligations to provide maintenance and support for the Software.

REFERENCE QUOTE OR PO:

END USER COMPANY NAME:

END USER FULL NAME:

END USER EMAIL ADDRESS:

END USER LOCATION & PHONE:

END USER WEBSITE:

COUNTRY OF FINAL DESTINATION:

DATE:

SIGNATURE (End User):
