

ANTLERE GENERAL TERMS & CONDITIONS (GTC)

1. RIGHTS GRANTED

1.1 For the duration of the Services Period and subject to Your payment obligations, and except as otherwise set forth in this Agreement or Clients order, Client has the non-exclusive, non-assignable, royalty free, worldwide limited right to access and use the Services that Client has ordered, including anything developed by Abacus and delivered to Client as part of the Services, solely for Client's internal business operations and subject to the terms of this Agreement and Order Document, including the Service Specifications. Client may allow its users to use the Services for this purpose and the Client is responsible for its users' compliance with this Agreement and the Order Document.

1.2 The Client does not acquire under this Agreement any right or license to use the Services in excess of the scope and/or duration of the Services stated in the Order Document. Upon the end of the Services ordered, the Client's right to access and use the Services will terminate.

1.3 To enable Abacus to provide the Client with the Services, Client grants Abacus the right to use, process and transmit, in accordance with this Agreement and Order Document, Client Content and Applications for the duration of the Services Period plus any additional post-termination period during which Abacus provides the Client with access to retrieve an export file of Client Content. Abacus will not be responsible for any use, disclosure, modification or deletion of Client Content resulting from any such access by third party program providers or for the interoperability of such third party programs with the Services.

1.4 Except as otherwise expressly set forth in Order Document Client acknowledges that Abacus has no delivery obligation for Abacus Programs and will not ship copies of such programs to the Client as part of the Services.

1.5 The Services may contain or require the use of Separately Licensed Third Party Technology. You are responsible for complying with the Separate Terms specified by Abacus that govern your use of Separately Licensed Third Party Technology. Abacus may provide certain notices to the Client in the Service Specifications, Program Documentation, readme or notice files in connection with such Separately Licensed Third Party Technology. The third party owner, author or provider of such Separately Licensed Third Party Technology retains all ownership and intellectual property rights in and to such Separately Licensed Third Party Technology.

1.6 As part of certain Cloud Services offerings, Abacus may provide the Client with access to Third Party Content within the Services Environment. The type and scope of any Third Party Content is defined in the Service Specifications applicable to Order Document. The third party owner, author or provider of such Third Party Content retains all ownership and intellectual property rights in and to that content, and Client rights to use such Third Party Content are subject to, and governed by, the terms applicable to such content as specified by such third party owner, author or provider.

2. OWNERSHIP AND RESTRICTIONS

2.1 The Client retains all ownership and intellectual property rights in and to the Client Content. Abacus and its affiliates retain all ownership and intellectual property rights to the Services, and derivative works thereof, and to anything developed or delivered by or on behalf of Abacus under this Agreement.

2.2 The Client may not, cause or permit others to:

- a) remove or modify any program markings or any notice of Abacus's or its affiliates' proprietary rights;
- b) make the programs or materials resulting from the Services (excluding Client Content) available in any manner to any third party for use in the third party's business operations (unless such access is expressly permitted for the specific Services You have acquired);
- c) modify, make derivative works of, disassemble, decompile, or reverse engineer any part of the Services (the foregoing prohibition includes but is not limited to review of data structures or similar materials produced by

- programs), or access or use the Services in order to build or support, and/or assist a third party in building or supporting, products or Services competitive to Abacus;
- d) perform or disclose any benchmark or performance tests of the Services, including the Aabcus Programs, without Abacus's prior written consent;
 - e) license, sell, rent, lease, transfer, assign, distribute, display, host, outsource, disclose, permit timesharing or service bureau use, or otherwise commercially exploit or make the Services, , or materials available, to any third party, other than as expressly permitted under the terms of the applicable Order Document.

2.3 The rights granted to the Client under this Agreement are also conditioned on the following:

- a) except as expressly provided herein or in Client's Order Document, no part of the Services may be copied, reproduced, distributed, republished, downloaded, displayed, posted or transmitted in any form or by any means, including but not limited to electronic, mechanical, photocopying, recording, or other means; and
- b) Client will make every reasonable effort to prevent unauthorized third parties from accessing the Services.

3. LICENSE SPECIFICATIONS

3.1 The Services are subject to and governed by Service Specifications applicable to Client order. License Specifications may define provisioning and management processes applicable to the Services, functional and technical aspects of the Abacus Programs, as well as any Services deliverables. The Client acknowledges that use of the Services in a manner not consistent with the Service Specifications may adversely affect Services performance and/or may result in additional fees. If the Services permits the Client to exceed the ordered quantity (e.g. Soft limits on sessions, storage, etc.), then Client is responsible for promptly purchasing additional quantity to account for Client excess usage.

3.2 Abacus may make changes or updates to the Service during the Services Period. The Service Specifications are subject to change at Abacus's discretion; however, Abacus changes to the Service Specifications will not result in a material reduction in the level of performance or availability of the applicable Services provided to the Client for the duration of the Services Period.

4. USE OF THE SERVICES

4.1 The Client is responsible for identifying and authenticating access by such Users to the Services, for controlling against unauthorized access by Users, and for maintaining the confidentiality of usernames, passwords and account information. By federating or otherwise associating Client's Users' usernames, passwords and accounts with Abacus, Client accepts responsibility for the timely and proper termination of user records in Client local (intranet) identity infrastructure or on Client local computers. Abacus is not responsible for any harm caused by Client Users, including individuals who were not authorized to have access to the Services but who were able to gain access because usernames, passwords or accounts were not terminated on a timely basis in Client local identity management infrastructure or local computers. The Client is responsible for all activities that occur under Users' usernames, passwords or accounts or as a result of Client Users' access to the Services, and agree to notify Abacus immediately of any unauthorized use.

4.2 The Client agrees not to use or permit use of the Services, including by uploading, emailing, posting, publishing or otherwise transmitting any material, including Client Content and Third Party Content, for any purpose that may (a) menace or harass any person or cause damage or injury to any person or property, (b) involve the publication of any material that is false, defamatory, harassing or obscene, (c) violate privacy rights or promote bigotry, racism, hatred or harm, (d) constitute unsolicited bulk e-mail, "junk mail", "spam" or chain letters; (e) constitute an infringement of intellectual property or other proprietary rights, or (f) otherwise violate applicable laws, ordinances or regulations. In addition to any other rights afforded to Abacus under this Agreement, Abacus reserves the right, but has no obligation, to take remedial action if any material violates the foregoing restrictions, including the removal or disablement of access to such material. Abacus shall have no liability to the Client in the event that Abacus takes such action. The Client shall have sole responsibility for the accuracy, quality, integrity, legality, reliability, appropriateness and ownership of all of Client Content and Applications. The Client agrees to defend and indemnify Abacus against any claim arising out of a violation of obligations under this section.

5. TRIAL USE AND PILOT CLOUD SERVICES

5.1 Abacus may make available certain Cloud Services for trial, non-production purposes. Cloud Services for trial purposes must be ordered under a separate Agreement. Cloud Services acquired for trial purposes are provided on an “as is” and “as available” basis and may not be used with production data that has not been masked, anonymized or otherwise rendered unreadable. Abacus does not provide technical or other support or offer any warranties for such Services.

5.2 Abacus may make available “production pilots” for certain Cloud Services under this Agreement. Production pilots ordered by client are described in the Service Specifications applicable to Client Order Document, and are provided solely for the Client to evaluate and test Cloud Services for Client’s internal business purposes. The Client may be required to order certain Professional Services as a prerequisite to an Order Document for a production pilot.

6. FEES AND TAXES

6.1 All fees payable to Abacus are due within 30 days from the invoice date. Once placed, Client order is non-cancelable and the sums paid non-refundable, except as provided in this Agreement or Client Order Document. The Client will pay any sales, value-added or other similar taxes imposed by applicable law that Abacus must pay based on the Services Client ordered. Also, Client will reimburse Abacus for reasonable expenses related to providing any Professional Services. Fees for Services listed in an order are exclusive of taxes and expenses.

6.2 The Client understands that they may receive multiple invoices for the Services client ordered. I

6.3 The Client agrees and acknowledges that they have not relied on the future availability of any Services, programs or updates in entering into the payment obligations in the Order Document; however, the preceding does not relieve Abacus of its obligation during the Services Period to deliver Services that the Client had ordered per the terms of this Agreement.

7. SERVICES PERIOD; END OF SERVICES

7.1 Services provided under this Agreement shall be provided for the Services Period defined in the Order Document, unless earlier suspended or terminated in accordance with this Agreement or the Order Document. If stated in the Service Specifications, certain Cloud Services that are ordered will Auto Renew for additional Services Periods unless (i) You provide Abacus with written notice no later than thirty (30) days prior to the end of the applicable Services Period of your intention not to renew such Cloud Services, or (ii) Abacus provides the Client with written notice no later than ninety (90) days prior to the end of the applicable Services Period of its intention not to renew such Cloud Services.

7.2 Upon the end of the Services, You no longer have rights to access or use the Services, including the associated Abacus Services; however, at client’s request, and for a period of up to 30 days after the end of the applicable Services, Abacus will make available to client their Content as existing in the Services Environment on the date of termination. At the end of such 30 day period, Abacus will render inaccessible any of client’s Content that remains in the Services Environment. .

7.3 Abacus may temporarily suspend client password, account, and access to or use of the Services if the Client or its Users violate any provision within the ‘Rights Granted’, ‘Ownership and Restrictions’, ‘Fees and Taxes’ or ‘Use of the Services’, sections of this Agreement, or if in Abacus’s reasonable judgment, the Services or any component thereof are about to suffer a significant threat to security or functionality. Abacus will provide advance notice to the client of any such suspension in Abacus’s reasonable discretion based on the nature of the circumstances giving rise to the suspension. Abacus will use reasonable efforts to re-establish the affected Services promptly after Abacus determines, in its reasonable discretion, that the situation giving rise to the suspension has been cured; however, during any suspension period, Abacus will make available to the Client their Content as existing in the Services Environment on the date of suspension. Abacus may terminate the Services under an Order Document if any of the foregoing causes of suspension is not cured within 30 days after Abacus’s initial notice thereof. Any suspension or termination by Abacus under this paragraph shall not excuse the Client from their obligation to make payment(s) under this Agreement.

7.4 If either of the contracting parties breaches a material term of this Agreement and fails to correct the breach within 30 days of written specification of the breach, then the breaching party is in default and the non-breaching party may terminate the order under which the breach occurred. If Abacus terminates the order as specified in the preceding sentence, The Client must pay within 30 days all amounts that have accrued prior to such termination, as well as all sums remaining unpaid for the Services ordered under this Agreement plus related taxes and expenses. Except for non-payment of fees, the non-breaching party may agree in its sole discretion to extend the 30 day period for so long as the breaching party continues reasonable efforts to cure the breach. The Client agrees that if the client is in default under this Agreement, they may not use those Services ordered.

7.5 Provisions that survive termination or expiration of this Agreement are those relating to limitation of liability, infringement indemnity, payment and others which by their nature are intended to survive.

8. NONDISCLOSURE

8.1 By virtue of this Agreement, the parties may have access to information that is confidential to one another ("Confidential Information"). We each agree to disclose only information that is required for the performance of obligations under this Agreement. Confidential information shall be limited to the terms and pricing under this Agreement, Your Content and Your Applications residing in the Services Environment, and all information clearly identified as confidential at the time of disclosure.

8.2 A party's Confidential Information shall not include information that: (a) is or becomes a part of the public domain through no act or omission of the other party; (b) was in the other party's lawful possession prior to the disclosure and had not been obtained by the other party either directly or indirectly from the disclosing party; (c) is lawfully disclosed to the other party by a third party without restriction on the disclosure; or (d) is independently developed by the other party.

8.3 Each party agrees not to disclose each other's Confidential Information to any third party other than as set forth in the following sentence for a period of three (3) years from the date of the disclosing party's disclosure of the Confidential Information to the receiving party; however, Abacus will hold Client's Confidential Information that resides within the Services Environment in confidence for as long as such information resides in the Services Environment. Each party may disclose Confidential Information only to those employees, agents or subcontractors who are required to protect it against unauthorized disclosure in a manner no less protective than required under this Agreement. Abacus will protect the confidentiality of Client Content residing in the Services Environment in accordance with the Abacus security practices defined as part of the Service Specifications applicable to the Order Document. In addition, Client's Personal Data will be treated in accordance with the terms of Section 11 below. Nothing shall prevent either party from disclosing the terms or pricing under this Agreement or orders placed under this Agreement in any legal proceeding arising from or in connection with this Agreement or from disclosing the Confidential Information to a governmental entity as required by law.

9. DATA PROTECTION

9.1 In performing the Services, Abacus will comply with the industry practices Abacus's privacy policy is subject to change at Abacus's discretion; however, Abacus policy changes will not result in a material reduction in the level of protection provided for Client Personal Data provided as part of Client Content during the Services Period of Client order.

9.2 Abacus will act as a data processor, and will act on Client's instruction concerning the treatment of Client Personal Data residing in the Services Environment, as specified in this Agreement and the applicable Order Document. The Client agrees to provide any notices and obtain any consent's related to client use of the Services and Abacus's provision of the Services, including those related to the collection, use, processing, transfer and disclosure of Personal Data.

9.3 The Service Specifications applicable to Client Order Document define the administrative, physical, technical and other safeguards applied to Client Content residing in the Services Environment, and describe other aspects of system management applicable to the Services. Client is responsible for any security vulnerabilities, and the consequences of such vulnerabilities, arising from Client Content, including any viruses, Trojan horses, worms or

other programming routines contained in Client Content that could limit or harm the functionality of a computer or that could damage, intercept or expropriate data.

10. WARRANTIES, DISCLAIMERS AND EXCLUSIVE REMEDIES

10.1 Abacus warrants that it will perform Cloud Services in all material respects as described in the Service Specifications. If the Services provided to the Client are not performed as warranted, The Client must promptly provide written notice to Abacus that describes the deficiency in the Services (including, as applicable, the service request number notifying Abacus of the deficiency in the Services).

10.2 ABACUS DOES NOT GUARANTEE THAT (A) THE SERVICES WILL BE PERFORMED ERROR-FREE OR UNINTERRUPTED, OR THAT ABACUS WILL CORRECT ALL SERVICES ERRORS, (B) THE SERVICES WILL OPERATE IN COMBINATION WITH YOUR CONTENT OR YOUR APPLICATIONS, OR WITH ANY OTHER HARDWARE, SOFTWARE, SYSTEMS OR DATA NOT PROVIDED BY ABACUS, AND (C) THE SERVICES WILL MEET CLIENT REQUIREMENTS, SPECIFICATIONS OR EXPECTATIONS. THE CLIENT ACKNOWLEDGES THAT ABACUS DOES NOT CONTROL THE TRANSFER OF DATA OVER COMMUNICATIONS FACILITIES, INCLUDING THE INTERNET, AND THAT THE SERVICES MAY BE SUBJECT TO LIMITATIONS, DELAYS, AND OTHER PROBLEMS INHERENT IN THE USE OF SUCH COMMUNICATIONS FACILITIES. ABACUS IS NOT RESPONSIBLE FOR ANY DELAYS, DELIVERY FAILURES, OR OTHER DAMAGE RESULTING FROM SUCH PROBLEMS. ABACUS IS NOT RESPONSIBLE FOR ANY ISSUES RELATED TO THE PERFORMANCE, OPERATION OR SECURITY OF THE SERVICES THAT ARISE FROM CLIENT CONTENT, OR THIRD PARTY CONTENT. ABACUS DOES NOT MAKE ANY REPRESENTATION OR WARRANTY REGARDING THE RELIABILITY, ACCURACY, COMPLETENESS, CORRECTNESS, OR USEFULNESS OF THIRD PARTY CONTENT, AND DISCLAIMS ALL LIABILITIES ARISING FROM OR RELATED TO THIRD PARTY CONTENT.

10.3 FOR ANY BREACH OF THE LICENSE WARRANTY, CLIENT'S EXCLUSIVE REMEDY AND ABACUS'S ENTIRE LIABILITY SHALL BE THE CORRECTION OF THE DEFICIENT SERVICES THAT CAUSED THE BREACH OF WARRANTY, OR, IF ABACUS CANNOT SUBSTANTIALLY CORRECT THE DEFICIENCY IN A COMMERCIALY REASONABLE MANNER, CLIENT MAY END THE DEFICIENT SERVICES AND ABACUS WILL REFUND THE CLIENT THE FEES FOR THE TERMINATED SERVICES THAT CLIENT PRE-PAID TO ABACUS FOR THE PERIOD FOLLOWING THE EFFECTIVE DATE OF TERMINATION.

10.4 TO THE EXTENT NOT PROHIBITED BY LAW, THESE WARRANTIES ARE EXCLUSIVE AND THERE ARE NO OTHER EXPRESS OR IMPLIED WARRANTIES OR CONDITIONS INCLUDING FOR SOFTWARE, HARDWARE, SYSTEMS, NETWORKS OR ENVIRONMENTS OR FOR MERCHANTABILITY, SATISFACTORY QUALITY AND FITNESS FOR A PARTICULAR PURPOSE.

11. LIMITATION OF LIABILITY

NEITHER PARTY SHALL BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES, OR ANY LOSS OF REVENUE OR PROFITS (EXCLUDING FEES UNDER THIS AGREEMENT), DATA, OR DATA USE. ABACUS'S MAXIMUM LIABILITY FOR ALL DAMAGES ARISING OUT OF OR RELATED TO THIS AGREEMENT OR YOUR ORDER, WHETHER IN CONTRACT OR TORT, OR OTHERWISE, SHALL IN NO EVENT EXCEED, IN THE AGGREGATE, THE TOTAL AMOUNTS ACTUALLY PAID TO ABACUS FOR THE SERVICES UNDER THE ORDER THAT IS THE SUBJECT OF THE CLAIM IN THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO SUCH CLAIM LESS ANY REFUNDS OR CREDITS RECEIVED BY THE CLIENT FROM ABACUS UNDER SUCH ORDER..

12. THIRD PARTY WEB SITES, CONTENT, PRODUCTS AND SERVICES

12.1 The Services may enable the Client to link to, transmit Client Content to, or otherwise access, other Web sites, content, products, services, and information of third parties. Abacus does not control and is not

responsible for such Web sites or any such content, products, services and information accessible from or provided through the Services, and Client bears all risks associated with access to and use of such Web sites and third party content, products, services and information.

12.2 Any Third Party Content made accessible by Abacus in or through the Services Environment is provided on an “as-is” and “as available” basis without any warranty of any kind. Third Party Content may be indecent, offensive, inaccurate, infringing or otherwise objectionable or unlawful, and Client acknowledges that Abacus is not responsible for and under no obligation to control, monitor or correct Third Party Content; however, Abacus reserves the right to take remedial action if any such content violates applicable restrictions under Section 6.2 of this Agreement, including the removal of, or disablement of access to, such content.

12.3 Client acknowledges that: (i) the nature, type, quality and availability of Third Party Content may change at any time during the Services Period, and (ii) features of the Services that interoperate with third parties such as Facebook™, YouTube™ and Twitter™, etc. (each, a “Third Party Service”), depend on the continuing availability of such third parties’ respective application programming interfaces (APIs) for use with the Services. Abacus may update, change or modify the Services under this Agreement as a result of a change in, or unavailability of, such Third Party Content, Third Party Services or APIs. If any third party ceases to make its Third Party Content or APIs available on reasonable terms for the Services, as determined by Abacus in its sole discretion, Abacus may cease providing access to the affected Third Party Content or Third Party Services without any liability to the Client. Any changes to Third Party Content, Third Party Services or APIs, including their availability or unavailability, during the Services Period does not affect Your obligations under this Agreement or the applicable order, and client will not be entitled to any refund, credit or other compensation due to any such changes.

12.4 Any Third Party Content that Client stores in their Services Environment will count towards any storage or other allotments applicable to the Cloud Services that Client ordered.

13. SERVICES TOOLS AND ANCILLARY PROGRAMS

13.1 Abacus may use tools, scripts, software, and utilities (collectively, the “Tools”) to monitor and administer the Services and to help resolve Client Abacus service requests. The Tools will not collect or store any of Client Content or Client Applications residing in the Services Environment, except as necessary to provide the Services or troubleshoot service requests or other problems in the Services. Information collected by the Tools (excluding Your Content and Your Applications) may also be used to assist in managing Abacus’s product and service portfolio, to help Abacus address deficiencies in its product and service offerings, and for license and Services management.

13.2 As part of the Cloud Services, Abacus may provide the client with on-line access to download certain Ancillary Programs for use with the Services. If Abacus does not specify Separate Terms for such Ancillary Programs, You shall have a non-transferable, non-exclusive, non-assignable, limited right to use such Ancillary Programs solely to facilitate client access to, operation of, and/or use of the Services Environment, subject to the terms of this Agreement and Client order. Client right to use such Ancillary Programs will terminate upon the earlier of Abacus’s notice, the end of the Cloud Services associated with the Ancillary Programs, or the date on which the license to use the Ancillary Programs ends under the Separate Terms specified for such programs.

14. SERVICE ANALYSES

Abacus may (i) compile statistical and other information related to the performance, operation and use of the Services, and (ii) use data from the Services Environment in aggregated form for security and operations management, to create statistical analyses, and for research and development purposes (clauses i and ii are collectively referred to as “Service Analyses”). Abacus may make Service Analyses publicly available; however, Service Analyses will not incorporate Client Content or Confidential Information in a form that could serve to identify the Client or any individual, and Service Analyses do not constitute Personal Data. Abacus retains all intellectual property rights in Service Analyses.

15. FORCE MAJEURE

Neither Party shall be responsible for failure or delay of performance if caused by: an act of war, hostility, or sabotage; act of God; pandemic; electrical, internet, or telecommunication outage that is not caused by the obligated party; government restrictions (including the denial or cancelation of any export, import or other license); or other event outside the reasonable control of the obligated party. Both Parties will use reasonable efforts to mitigate the effect of a force majeure event. If such event continues for more than 30 days, either Party may cancel unperformed Services and affected orders upon written notice. This Section does not excuse either party's obligation to take reasonable steps to follow its normal disaster recovery procedures or Client obligations to pay for the Services.

16. GOVERNING LAW AND JURISDICTION

This Agreement is governed by the substantive and procedural laws of the Islamic Republic of Pakistan.

17. ASSIGNMENT

Client may not assign this Agreement or give or transfer the Services or an interest in them to another individual or entity. If the Client grants a security interest in any portion of the Services, the secured party has no right to use or transfer the Services or any deliverables, and if the Client decides to finance acquisition of the Services, the Client will follow Abacus's policies regarding financing.

18. OTHER

18.1 Abacus is an independent contractor and we agree that no partnership, joint venture, or agency relationship exists between us. We each will be responsible for paying our own employees, including employment related taxes and insurance. The Client shall defend and indemnify Abacus against liability arising under any applicable laws, ordinances or regulations related to Client termination or modification of the employment of any of their employees in connection with any Services under this Agreement. The Client understands that Abacus's business partners, including any third party firms retained by the Client to provide consulting services or applications that interact with the Cloud Services, are independent of Abacus and are not Abacus's agents. Abacus is not liable for nor bound by any acts of any such business partner, unless the business partner is providing Services as an Abacus subcontractor on an engagement ordered under this Agreement and, if so, then only to the same extent as Abacus would be responsible for Abacus resources under this Agreement.

18.2 If any term of this Agreement is found to be invalid or unenforceable, the remaining provisions will remain effective and such term shall be replaced with another term consistent with the purpose and intent of this Agreement.

18.3 Except for actions for nonpayment or breach of Abacus's proprietary rights, no action, regardless of form arising out of or relating to this Agreement may be brought by either party more than two years after the cause of action has accrued.

18.4 Abacus Programs and Services are not designed for or specifically intended for use in nuclear facilities or other hazardous applications. Client agrees that it is their responsibility to ensure safe use of Abacus Programs and Services in such applications.

18.5 Client shall obtain at their sole expense any rights and consents from third parties necessary for Client Content, Applications, and Third Party Content, as well as other vendor's products provided by the Client that they use with the Services, including such rights and consents as necessary for Abacus to perform the Services under this Agreement.

18.6 The Client agrees to provide Abacus with all information, access and full good faith cooperation reasonably necessary to enable Abacus to provide the Services.

18.7 The Client remains solely responsible for their regulatory compliance in connection with use of the Services. Client is responsible for making Abacus aware of any technical requirements that result from regulatory obligations prior to entering into an Order governed by this Agreement. Abacus will cooperate with client efforts to determine whether use of the standard Abacus Services offering is consistent with those requirements. Additional fees may apply to any additional work performed by Abacus or changes to the Services.

18.8 Abacus may audit Client's use of the Services to assess whether the Client's use of the Services is in accordance with the Order Document. Client agrees to cooperate with Abacus's audit and provide reasonable assistance and access to information. Any such audit shall not unreasonably interfere with Client's normal business operations. Client agrees to pay within 30 days of written notification any fees applicable to their use of the Services in excess of Client rights. If Client does not pay, Abacus may end the Client's Order Document. Client agrees that Abacus will not be responsible for any of costs incurred in cooperating with the audit.