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Force Majeure

Kyu Systems is not liable for failure to fulfill its obligations for any accepted Order or for delays in delivery due to causes beyond Kyu Systems' reasonable control including, but not limited to, acts of God, natural or artificial disaster, riot, war, strike, delay by carrier, shortage of Product, acts or omissions of other parties, acts or omissions of civil or military authority, Government priorities, changes in law, material shortages, fire, strikes, floods, epidemics, quarantine restrictions, acts of terrorism, delays in transportation or inability to obtain labor, materials or Products through its regular sources, which shall be considered as an event of force majeure excusing Kyu Systems from performance and barring remedies for non-performance. In an

event of force majeure condition, the Kyu Systems' time for performance shall be extended for a period equal to the time lost because of the force majeure condition without subjecting Kyu Systems to any liability or penalty. Kyu Systems may, at its option, cancel the remaining performance, without any liability or penalty, by giving notice of such cancellation to the Account Holder.

Technical Assistance or Advice

If technical assistance or advice are offered or given to Account Holder, such assistance or advice is given with assumption of reasonable expectations from Account Holder. Kyu Systems shall not be held liable for the content or Account Holder's use of such technical assistance or advice, nor shall any statement made by any of Kyu Systems' representatives in connection with the Products or Services constitute a representation or warranty, express or implied.

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