

SIGNATURE SUPPORT TERMS AND CONDITIONS

1. SCOPE OF AGREEMENT

- 1.1. The Signature Support Service is designed for “Buyers” with “Special Current Products” and “Buyer’s” with “Standard Current Products” requiring application-specific and/or enhanced support. The terms and conditions set forth herein together with those appearing on the face hereof or attachments to the order shall constitute the complete and exclusive statement of all of the terms of the agreement between the “Company” and “Buyer.”

2. DEFINITIONS

- 2.1. **“The Company”** shall be defined as Synergy Microsystems Inc. of San Diego, California, Dy4 Systems Inc. of Ottawa, Canada, and Dy4 Inc. of Leesburg, Virginia doing business as Curtiss Wright Controls, Embedded Computing.
- 2.2. **“Business Hours”** shall define the time frame where normal business is conducted in the respective area. This shall mean:
- Monday to Friday, 8 a.m. to 5 p.m. E.S.T. in the Americas
 - Monday to Friday, 9 a.m. to 5 p.m. G.M.T. (UK) in Europe and the Rest of the World (ROW)
 - Support is not available on Christmas, Easter, New Years and other holidays observed by applicable laws of the respective region
- 2.3. An **“Incident”** shall capture all activities and time spent by “Company” related to a “Buyer’s” support problem or question. Each incident is assigned a unique incident number, to be referenced in correspondences related to the “Buyer’s” problem. Requests with multiple problems or questions may be split into multiple incidents for tracking purposes.
- 2.4. **“Standard Current Products”** shall mean Commercial Off the Shelf (COTS) released and saleable products with the exception of products named in section 2.5. Support tools and capabilities are only maintained at “Company” until the designated “End of Life” for the product. Support for products beyond “End of Life” is provided on a time and materials basis unless otherwise arranged with the “Company”.
- 2.5. **“Special Current Products”** shall mean Custom, FPGA, Graphics, Linux, and Integrity-based released and saleable products. Support tools and capabilities are only maintained at “Company” until the designated “End of Life” for the product. Support for products beyond “End of Life” is provided on a time and materials basis unless otherwise arranged with the “Company”.
- 2.6. **“End of Life (EOL)”** is defined as the point at which a product is no longer supported, repaired, or manufactured. The end of life date is set when the product ships, and a Last Time Buy Notification for the product is sent to the customers typically 2 years in advance of the EOL of the product. The end of life date for a product can vary based on demand and obsolescence issues and the “Company” reserves the right to change it at any time.
- 2.7. **“Signature Support Service”** provides preferred access to technical domain experts familiar with the complexities of the “Special Current Products” in addition to application level support on “Standard Current Products”. The “Company” reserves the right to limit support resource allocation base on resources availability and up to a maximum of 24 “Business Hours” per week per program. During periods of high support demand, support activities may be deferred and the customer will be notified accordingly.

2.8. **“Signature Support Scope”** includes the following types of support work:

- User programmable FPGA design assistance, debug and integration with VHDL IP and software
- Custom engineered product
- Linux and Integrity assistance (please refer to addendum A at the end of this document)
- Assistance with problems related to customer's unique environment, application, sub-system, or related 3rd party products
- Sample code to demonstrate product functionality
- Design optimization
- Priority access to technical domain experts
- Product integration, troubleshooting and error isolation
- Develop informal workarounds to overcome product limitations/deficiencies
- Sub-system troubleshooting, analysis and design guidance

Not included:

- Application requirement analysis and design review
- “Company” reserves the right to charge time and materials to support obsolete product

2.9. **“Billable Time”** is the support time spent during the course of a support incident that is charged to “Buyer” and therefore, deducted from the purchased time. Billable time is logged in 30 minute increments. Effort is considered billable when:

- A “Company” support representative begins to isolate or determine the cause of problem (which includes all activities related to call administration and customer information collection). To minimize billable time, the “Buyer” must provide complete information including detailed configuration, contact information, and steps to reproduce the problem.
- The scope of the problem falls within the domain of the “Signature Support Scope”. The problem is considered non-billable if it falls into the “Non-Billable Time Scope”
- A customer requests an on-site support resource to assist with problem resolution. Requests for visits to the customer's site are subject to availability of qualified “Company” employees. Should “Buyer” request on-site support, the “Company” will schedule on-site support personnel based on first availability. On-site services are quoted separately and a minimum consulting fee charge applies: 2 days (Includes 1 day of travel time) in the Americas and 3 days (Includes 2 days of travel time) in the rest of the world. Travel and living expenses are extra.

2.10. **“Non-Billable Time”** is the support time spent but is not charged to “Buyer”. Effort is considered non-billable when:

- A problem due to “Company” product defect; effort within the current incident is credited to the contract
- Effort to resolve the problem is within “Company” plan and schedule.
- If the customer requests “low” priority “problem classification”

2.11. **“Software”** shall mean all computer programs, whether in source code, or object code, listings, and related materials, regardless of the form, including firmware, all types of media, and all updates and modifications thereto.

3. TIME TRACKING

- 3.1. All requests for assistance shall be directed to the “Company’s” technical support center via telephone, fax, web or e-mail.
- 3.2. Each support specialist will log the request for support in the “Company” support database where it is automatically assigned a support incident number.
- 3.3. The incident priority is assigned based on a mutually defined level between “Buyer” and “Company” as defined in section titled “Problem Classification”
- 3.4. Support specialists will respond based on the problem as defined in the section titled “Problem Classification”
- 3.5. Support time spent is deducted from the time purchased by “Buyer”
- 3.6. “Company” will contact the “Buyer” when the remaining support is below 20% of the contracted amount or 30 days prior to the expiry of the contract.
- 3.7. Any inconsistencies between “Buyer's” record of support incidents and the time recorded in the support database shall be reported to “Company”, in writing, within five (5) working days following discovery.

4. **PROBLEM CLASSIFICATION**

- 4.1. The “Company” support specialist will provide a response to “Buyer” , on a best effort basis, (subject to call capacity) within 8 “Business Hours” upon receipt of a problem request from “Buyer” (excluding Christmas, Easter, New Years and other holidays observed by applicable laws of the region). This does not include requests for information already posted on the web, or MTBF requests.
- 4.2. “Company” will assign the incident to a support specialist to work on the problem and provide status updates to the Buyer according to the severity and impact of the problem. The severity and impact levels are summarized as follows:
- High**
The “Buyer” is experiencing high productivity impact. An initial response to request for service occurs within 8 “Business Hours” upon receipt of problem. Follow up status update and responses are provided at least once every three (3) business days
- Medium**
The “Buyer” is experiencing some problems but can continue development. Follow up status update and responses are provided at least once every five (5) business days.
- Low**
The “Buyer” is experiencing minimal productivity impact and does not require immediate attention. Follow up status updates and responses will be provided based on support resources availability, and can be up to ten (10) business days. Since support for Low severity incidents are provided based on resources availability, the time spent by “Company” is not charged to “Buyer”.

5. **PROBLEM ESCALATION**

Problems are escalated as follows:

Step One: “Company” will put forward its best effort to provide a solution immediately during the initial response to the customer.

Step Two: Additional work may be required offline, in the lab to duplicate the problem. Updates to the customer are provided on a regular basis as mutually defined between “Buyer” and “Company”.

Step Three: Should an acceptable response not be provided in the timeframes outlined in “Problem Classification”, then additional technical support resources will applied to the problem.

Step Four: When warranted, additional assistance and resources from the “Company’s” engineering design team are provided to assist in problem resolution

6. **PURCHASED TIME**

- 6.1. Any unused time at the end of the contract period cannot be carried forward to the next contract period
- 6.2. Should “Buyer” exhaust all time on current contract before the end of the contract period, additional Signature Support time must be purchased.

7. **CONTACTS**

- 7.1. An un-limited number of contacts may request support as outlined in the “Buyer’s” obligations.
- 7.2. “Company” will provide support to only registered users for each program.
- 7.3. It is the “Buyer’s” responsibility to control authorized access to support.

8. **INCIDENT CLOSURE**

- 8.1. A support incident is considered closed, with “Buyer’s” agreement, when a resolution is reached that allows the customer to proceed with their development or production.
- 8.2. A support incident is also closed if “Buyer” does not respond to a request for information or status for a period of two (2) weeks.

9. **BUYER'S OBLIGATIONS**

9.1. To ensure prompt service and expedite resolution of support request, the "Buyer" shall:

- Report / initiate all requests through the "Company's" published support interface only.
- Activate the support service and register on "Company's" TechNet web site to be eligible for technical support
- Use Support Access Number which is provided to "Buyer" at time of registration by "Company" to activate "Buyer's" Signature Support Service
- Provide product information including serial numbers and revisions levels
- Provide system configuration information, and related 3rd party products
- Provide a detailed problem description including instructions to duplicate the problem, logs, error codes, and a list of troubleshooting steps already attempted
- Assess and communicate the level of impact of the problem

9.2. During the course of the support incident, the "Buyer" shall make every effort to:

- Provide information requested by "Company" promptly or provide a date when information can be provided
- Provide the status of the problem if it has changed, or a date when the status can be provided
- During the term of the contract, the customer shall provide update to:
- Name of designated contacts eligible to contact the "Company" for support
- Information related to product

10. **TERM AND TERMINATION**

10.1. This Agreement shall become effective on the date of receipt of your order and shall terminate twelve (12) full calendar months afterward or until the block of time is used up, whichever expires earlier.

11. **NONREFUNDABLE/CANCELLATION**

11.1. Effective for the term of this Agreement, the "Buyer" agrees this is a service provided by "Company" and payment is non-refundable, even if cancellation is requested by Buyer and/or if "Buyer" becomes in breach of this Agreement.

12. **WARRANTY**

12.1. "Company" warrants that the service provided hereunder shall be based on reasonable efforts. Problems or requests for assistance can range from simple routine questions to very complex systems issues that require set up and replication of the problem. Therefore, instantaneous resolution of incidents may not always be feasible. The warranty on the hardware and/or software products purchased by the "Buyer" from "Company" is subject to those specific terms and conditions. "Company" does not warrant documentation or third-party documentation. Since "Company" product warranty does not cover malfunctions, failures or defects resulting from misuse, abuse, accident, neglect, improper or inadequate maintenance, alteration, modification, improper installation or repairs by any party other than the "Company", "Buyer" agrees "Company" is not liable for problem resolution to an incident where any of these conditions exist.

13. **TERMS AND CONDITIONS**

Unless modified above, all other Terms and Conditions contained in "Company's" Standard Terms & Conditions - FC0002 (November 4, 2004) shall apply to any resultant order.

ADDENDUM A

INTEGRITY/LINUX Board Support Package Addendum

Integrity Board Support Packages (BSP) are “Buyer”-specific and not intended for use with any other INTEGRITY kernel releases and /or development tools. These BSPs are limited to operation on “Buyer” specific devices and hardware and are not supported on any other hardware.

Standard support of the BSP is limited to defects of the Board Support core INTEGRITY files and supported drivers found in the contents of the Board Support Package release. While “Company” has made every effort to provide a feature rich, high performance, high quality BSP, the BSP is provided as a COTS *reference baseline* for custom integration into the “Buyer’s” application / product. “Company” is not responsible for any customization that is required to integrate the BSP into the target application or development environment. “Company” has made every attempt to support all features and functions of the target supported “Company’s” hardware. However, the BSP as delivered may or may not meet certain “Buyer” requirements for the target application and may not support all possible hardware functionality and levels of performance. Additional feature support or BSP enhancements may be provided in subsequent releases per normal “Company” product release schedules. Special requests can be support via a customized time and materials development agreement. “Buyer” should contact “Company” for additional information regarding additional support and customized development options.

“Company’s” Linux distributions are intended for target “Buyer” requiring Linux support. The “Company” Linux distributions are developed for particular distribution revisions, Linux kernel revisions and are compiled with particular versions of the GNU compilers. The distributions are not intended for use with any other Linux distribution and / or kernel release and/or development tool chain. The delivered Linux Support Package (LSP) is limited to target devices / hardware required by marketing requirements. Any device/hardware not supported or any other hardware outside of the scope of the marketing requirements is not supported.

Standard support of Linux distributions are limited to defects of the Linux Support Package (LSP) core files and supported drivers found in the contents of the kernel / driver release. Defects found in the Linux distribution as provided by the Linux development community may be determined to be defects in the community Linux tree and are not the responsibility of “Company”. While “Company” has made every effort to provide a feature rich, high performance, high quality Linux distribution and LSP, the distribution is provided as a COTS *reference baseline* for custom integration into the “Buyer’s” application / product. “Company” is not responsible for any customization that is required to integrate the distribution and LSP into the target application or development environment. “Company” has made every attempt to support all features and functions of the target supported “Company” hardware. However, the distribution and LSP as delivered may or may not meet certain “Buyer” requirements for the target application and may not support all possible hardware functionality and levels of performance. Additional feature support or LSP enhancements may be provided in subsequent releases per normal “Company” product release schedules. Special requests can be support via a customized time and materials development agreement. “Buyer” should contact “Company” Sales Department for additional information regarding additional support and customized development options.