

Curtiss-Wright Defense Solutions **Software Support and Maintenance Agreement**

This Software Support and Maintenance Agreement (the “Agreement”) sets forth the description of services as well as the terms and conditions under which the customer (the “Buyer”) shall receive said services from the operations of Dy 4 Systems Inc, with a principal place of business at 333 Palladium Dr., Kanata, ON, K2V 1A6, Canada on behalf of itself and its affiliate Dy4 Inc. (individually and/or collectively “Curtiss-Wright Defense Solutions” or “CURTISS-WRIGHT”).

1. Scope of Maintenance

During the terms of this Agreement, CURTISS-WRIGHT shall perform the following services in relation to the Licensed Products:

- Provide access to licensed software patches as they become available.
- Provide access to new releases of the licensed software as they become available.
- Answer technical questions relating to the installation of the licensed software onto CURTISS-WRIGHT hardware in their originally delivered form and unmodified by the Buyer.
- Provide technical assistance to the Buyer in resolving problems that occur during the normal usage of the licensed products and shall be in accordance with the CURTISS-WRIGHT Technical Support Policy that can be found on CURTISS-WRIGHT’s web site.

This agreement applies to licensed software that is packaged for delivery separately from the hardware, such as Board Support Packages (BSPs) and drivers and to application software installed on cards (e.g. switching)

2. Registration

Software Maintenance is delivered via Curtiss-Wright’s Customer Support Center (CSC) post sales service and support web site at <https://csc.cwcdefense.com>. All pertinent program contacts should register for access. Each user must complete the registration and pass a visual compliance screen. Once approved, users can enter their purchase order in the Service Activation area of the web site. Activation requests will be processed within 24-48 hours. Customers experiencing difficulty with the registration process can contact TLCM@curtisswright.com.

3. Services

With respect to the Licensed Product, CURTISS-WRIGHT will provide the Buyer with the following services during the applicable period.

3.1 Software Technical Assistance

CURTISS-WRIGHT will respond to technical queries identified by the Buyer relating to the installation and normal usage of the Licensed Product on CURTISS-WRIGHT hardware in its originally delivered form and unmodified.

3.2 Software Maintenance Releases

Provide access to CURTISS-WRIGHT’s Customer Support Center (CSC) for new releases of the licensed software as they become available.

3.3 Limitations of Support Services

Not included in the Software Support and Maintenance Agreement are:

- Debugging, configuration design, optimization and tuning of customer applications

- Software or hardware design, optimization and tuning of customer applications
- Technical Support for Third Party products
- Faults or problems caused by unauthorized access to configuration, information or changes to components by the user or a third-party contrary to documentation from CURTISS-WRIGHT
- Problems interfacing to products not purchased from CURTISS-WRIGHT
- Problems or faults caused by use of the product outside its normal operating conditions.
- On-site support, unless it is funded by the Buyer on a time and materials basis.

Maintenance services will only be provided to the Buyer, not the BUYER's customers, unless that party should enter a separate support and maintenance arrangement directly with CURTISS-WRIGHT.

Support and Maintenance is valid only for a single site and a single program within the Buyer's business (in-line with software licensing).

Where reasonable initial evidence suggests there could be a problem with the Licensed Product, CURTISS-WRIGHT will provide reasonable support (as CURTISS-WRIGHT deems fit) to assist the Buyer in correcting the problem. However, CURTISS-WRIGHT makes no guarantee that any technical problem raised by the Buyer as a support issue can be solved by CURTISS-WRIGHT, though subject to the terms and conditions of this Agreement, CURTISS-WRIGHT will however make (i) reasonable efforts to do so, or (ii) make reasonable efforts to provide an equivalent functional workaround should this be a more effective route towards continued productive use of the Licensed Products by the Buyer. Furthermore, attempted correction by CURTISS-WRIGHT of any problem identified in the Licensed Products is subject to the Buyer reporting the problem(s) in sufficient detail including the provision of code segments/programs if necessary, to permit CURTISS-WRIGHT to reproduce the problem(s) at its facility. However, in the event that the reported problem is determined to be of the Buyer's origin or relates to a third party host machine or third party software which is used to install and/or operate in conjunction with CURTISS-WRIGHT software products, then CURTISS-WRIGHT shall not have responsibility or liability for the problem, and CURTISS-WRIGHT may (subject to the costs incurred by Curtiss-Wright at the point of determination) charge the Buyer at CURTISS-WRIGHT then current per diem rates for any time expended to correct such a problem.

CURTISS-WRIGHT reserves the right to put forward use of newer versions of products as the only solution to the Customer's problems, should available evidence show reasonable possibilities that the problems have either already been solved, or that use of the newer version may at least alleviate the situation to the extent that any remaining problems may be more easily identified and solved. If the Customer refuses or otherwise objects to using newer version of products, then CURTISS-WRIGHT's responsibility is deemed satisfied.

Where the Licensed Products are intended to work in conjunction with third party software package(s), CURTISS-WRIGHT is under no obligation whatsoever to support specific revisions of the third-party software with newer versions of Products or any other means, excepting the specific revision supported at the time the Agreement commenced, and detailed with the Licensed Product description. While it is the general intention of CURTISS-WRIGHT to carry forward support where reasonably possible, changes in technology, or third-party conditions, and/or obsolescence issues, may make support of later revisions impracticable. Software update to support minor revision changes, like Service Packs, are considered maintenance releases while update to support a major revision change results in a new licensed software release.

Where the Licensed Products contain any Source Materials, CURTISS-WRIGHT technical assistance will not cover problems associated with changes made by the Buyer, only installation, usage and explanation of functionality of the Licensed Products in their original form. However, certain changes (for example, of '.h' configuration files within a Board Support Package) may be regarded as 'configuration' rather than modification, and at the sole discretion of CURTISS-WRIGHT, technical assistance will be provided.



Problems identified to be due to hardware difficulties or features will not come under the scope of this Agreement, which covers only licensed software products.

4 Ownership

All rights to and in the licensed products, including but not limited to, copyrights and trade secret rights, belong to CURTISS-WRIGHT and CURTISS-WRIGHT holds title to each copy of the licensed software. Similarly, all rights to and in patches, new releases or other corrections, additions and documentation provided under this Agreement shall also belong to CURTISS-WRIGHT.

5 Software License

This Agreement does not alter the original terms of any CURTISS-WRIGHT license under which the licensed products were obtained and these shall remain in full force and effect.

6. Warranty

CURTISS-WRIGHT warrants that its 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 CURTISS-WRIGHT is subject to those specific terms and conditions. CURTISS-WRIGHT's warranty does not cover the 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 CURTISS-WRIGHT, therefore, Buyer agrees CURTISS-WRIGHT is not liable for problem resolution to an incident where any of these conditions exist.

7. Limitation of Liability

CURTISS-WRIGHT'S ENTIRE LIABILITY UNDER ANY CAUSE OF ACTION (INCLUDING WITHOUT LIMITATION NEGLIGENCE), OR FOR BREACH OF THIS AGREEMENT, SHALL BE LIMITED TO THE PURCHASE PRICE. IN NO EVENT SHALL CURTISS-WRIGHT BE LIABLE FOR COSTS OR PROCUREMENT OR SUBSTITUTE GOODS, LOSS OF PROFITS OR FOR ANY INCIDENTAL, INDIRECT, SPECIAL, CONSEQUENTIAL, EXEMPLARY OR RELIANCE DAMAGES, LOSSES OR EXPENSES RELATING TO OR ARISING OUT OF THIS PROGRAM, HOWEVER CAUSED, AND WHETHER BASED ON CONTRACT, TORT, EQUITY OR ANY OTHER THEORY OF LIABILITY WHATSOEVER, EVEN IF SUCH PARTY WAS NOTIFIED OR OTHERWISE AWARE OF THE POSSIBILITY OF SUCH DAMAGES, LOSSES OR EXPENSES. CURTISS-WRIGHT'S MAXIMUM LIABILITY FOR DIRECT DAMAGES SHALL BE LIMITED TO THE PURCHASE PRICE PAID TO CURTISS-WRIGHT FOR THE SPECIFIC PRODUCT(S) GIVING RISE TO A CLAIM AGAINST CURTISS-WRIGHT. THE LIMITATIONS CONTAINED IN THIS SECTION SHALL APPLY NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY PROVIDED UNDER ANY TERM OF THIS AGREEMENT.

8. Gratuitous Advice

If CURTISS-WRIGHT provides the Customer with advice or assistance concerning any products or systems which is not required pursuant to these terms and conditions, the furnishing of such advice or assistance will not subject CURTISS-WRIGHT to any liability, whether in contract, indemnity, warranty, tort (including negligence), strict liability or otherwise.

9. Confidentiality

Buyer agrees not to disclose any information obtained from this service which is confidential and of substantial value to CURTISS-WRIGHT, which value would be impaired if such information were



disclosed to third parties. When or if required, Buyer agrees to sign a CURTISS-WRIGHT mutual non-disclosure agreement.

10. Term and Termination

This Agreement shall become effective upon shipment of the associated software purchased and receipt of Buyer's annual Support and Maintenance fee.

Annual renewal of this agreement will be invoiced by CURTISS-WRIGHT no less than thirty (30) days prior to expiration at the applicable CURTISS-WRIGHT annual service fee then in effect. Timely payment, as provided for in the Payment and terms section below, shall extend the agreement. If payment is not received as set forth, this agreement will terminate, and the Buyer will be placed in inactive status.

CURTISS-WRIGHT may alter, discontinue, or refuse to permit the renewal of this Agreement with respect to the Licensed Product(s) at any time. Buyers will be notified of any alterations or planned discontinuation of the Agreement at the time of the commencement of any initial or renewal term of the Agreement. In the event of a discontinuation of the Agreement, CURTISS-WRIGHT will continue to provide the maintenance services to existing Customers, subject to payment of the applicable yearly fee then in effect, until the expiration of the Buyer's initial or renewal term.

In the event of the insolvency, bankruptcy or voluntary dissolution of Buyer, CURTISS-WRIGHT shall have the option to terminate the Buyer's registration immediately upon written notice.

If either party defaults in the performance of any provision hereunder and if such default continues and is not cured within thirty (30) days after written notice thereof by the non-defaulting party, then the non-defaulting party may terminate this registration and all rights granted hereunder. Termination shall not exclude other remedies CURTISS-WRIGHT may have for Buyer's failure to perform its obligations hereunder.

11. General

11.1 Order Acceptance

CURTISS-WRIGHT may decline service and/or cancel the service outright at any time.

11.2 Nonrefundable Cancellation

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

11.3 Fees

Buyer agrees to pay CURTISS-WRIGHT the fees, without offset or deduction, for the service designated therein.

11.3.1 Annual Support and Maintenance Fee

The purchase price for providing the maintenance services is according to the latest CURTISS-WRIGHT pricelist.

Unless otherwise agreed in writing between the Buyer and CURTISS-WRIGHT, the annual fee is subject to adjustment.

The Buyer may purchase multiple years of maintenance to lock in current annual fee, which would be payable each year.

11.3.2 Inactive Service

For inactive Buyers, inactive is from the time the licensed software was delivered or time the previous Support and Maintenance Agreement was terminated which is ever is most recent, support and maintenance is paid from that time to current active period, which CURTISS-WRIGHT may discount at

its sole election. After three (3) years support and maintenance requires the repurchase of the licensed software in addition to the first year annual support and maintenance fee.

11.3.3 Expedited Software Release

If a Buyer requires an update to be included in a scheduled software maintenance release and requires an expedited release (i.e. before the planned release date), CURTISS-WRIGHT at its discretion may offer an interim or expedited release for an acceleration fee.

11.4 Payment and Terms

The Buyer's signed purchase order must be received before service can commence. Payment terms are net thirty (30) days from date of invoice. Buyer shall pay interest on amounts not paid when due, at the highest lawful rate. Prices do not include any amount for duties or taxes that may be imposed by any level of the Buyer's Government or sales or use taxes of the Buyer's region, and/or any other applicable tax requirements. Any such duties or taxes (including any import duties or taxes) imposed pursuant to the work undertaken shall be for the account of the Buyer. All payments shall be sent to:

HSBC/DY 4 Systems Inc - USD lockbox C/O TH1228U P O Box 4290, Postal Station A Toronto, ON M5W 0E1

11.5 Force Majeure

CURTISS-WRIGHT shall not be responsible for failure to fulfill its obligations under this Agreement due to causes beyond its control.