



ASTRONICS TEST SYSTEMS INC. ("Licensor") TERMS AND CONDITIONS FOR SOFTWARE MAINTENANCE- SWM001

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These Terms and Conditions constitute a binding contract between Licensee and Licensor and are referred to herein as either "Terms and Conditions" or this "Agreement". Sold To entity listed on Acknowledgement ("Licensee") accepts these Terms and Conditions. If, however, for any reason the Licensee fails to accept this order in writing, any conduct by the Licensee which recognizes the existence of this order, including but not limited to acceptance of delivery of the items set forth in this order or payment of fees owed to Licensor for this order shall constitute acceptance of the all of Terms and Conditions set forth herein. Any terms proposed by Licensee which require acceptance of the Licensor in order to add to or, vary from or conflict with these Terms and Conditions are hereby rejected by the Licensor unless agreed to in writing by the Licensor.

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TAXES

Federal, state or local excise, sales or use taxes shall be paid by the Licensee.

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Licensee shall establish provide a central point of contact with Licensor for any maintenance services. Licensee shall be responsible for installing any updates to the software provided to Licensee by Licensor. Licensee shall cooperate with Licensor in providing access to Licensee's systems to the extent required to diagnose and/or resolve issues identified by Licensee concerning the software.

MAINTENANCE PROVIDED BY LICENSOR

Telephone Support:

Telephone support is provided by Licensor between the hours of 8:00am and 5:00pm Pacific Standard Time at (949) 460-6762. Telephone Support is provided to Licensee's Point of Contact determined by Licensee at the beginning of the period of performance.

Error Correction:

Licensee shall submit written descriptions of all issues, errors and concerns within 30 days of the problem arising via email at SoftwareSupport@ts.eads-na.com Licensor shall use reasonable efforts to correct verifiable and reproducible errors. Licensee shall provide Licensor all additional data to assist Licensor with the resolution of the problem. Licensor shall provide Licensee with an error correction through a temporary fix. Licensor shall only provide error corrections for the most current release of the software.

Updates:

- Licensor may provide updates to the software. Software updates may include error corrections, software enhancements and/or changes to the documentation.
- If Licensee provides Licensor with reports of defects in the software or any changes or modifications proposed or suggested by Licensee (collectively "Customer Feedback"), Licensor shall have the right to use such Customer Feedback including, without limitation, the incorporation of such Customer Feedback into Licensor software products without any obligation to Customer.

EXCLUSIONS TO MAINTENANCE

Maintenance services are not provided for:

- Altered, damaged or modified software;
- Software that are not either the current release as of the date Maintenance Services are rendered;
- Errors caused by Licensee's or its agents' or employees' negligence; hardware malfunction; or other causes beyond the control of Licensor;
- Software installed in a hardware or operating environment not supported by Licensor; and
- Third party software not licensed through and supported by Licensor.

TERM

Maintenance is provided by Licensor to Licensee for a one year from the date the Licensee's order is received by Licensor. Licensee may not lapse the Maintenance coverage. If there is a lapse in Maintenance coverage, such that the software is not subject to coverage by the Maintenance, then Licensee may reestablish the Maintenance coverage paying the Maintenance fees which would have been paid if there had not been a lapse in Maintenance coverage.

GOVERNING LAW

THESE TERMS AND CONDITIONS, ANY STATEMENTS OF WORK, AND ANY SALE OF SOFTWARE HEREUNDER WILL BE GOVERNED BY THE LAWS OF THE STATE OF CALIFORNIA, WITHOUT REGARD TO CONFLICTS OF LAWS RULES. ANY ARBITRATION, ENFORCEMENT OF AN ARBITRATION OR LITIGATION WILL BE BROUGHT EXCLUSIVELY IN ORANGE COUNTY, CALIFORNIA, AND LICENSEE CONSENTS TO THE JURISDICTION OF THE FEDERAL AND STATE COURTS LOCATED THEREIN, SUBMITS TO THE JURISDICTION THEREOF AND WAIVES THE RIGHT TO CHANGE VENUE. LICENSEE FURTHER CONSENTS TO THE EXERCISE OF PERSONAL JURISDICTION BY ANY SUCH COURT WITH RESPECT TO ANY SUCH PROCEEDING. Except in the case of nonpayment, neither party may institute any action in any form arising out of these Terms and Conditions more than one (1) year after the cause of action has arisen. The rights and remedies provided Licensor under these Terms and Conditions are cumulative, are in addition to, and do not limit or prejudice any other right or remedy available at law or inequity.

ARBITRATION

Any claim, dispute, or controversy (whether in contract, tort or otherwise, whether preexisting, present or future, and including, but not limited to, statutory, common law, intentional tort and equitable claims) arising from or relating to the Products, the interpretation or application of these Terms and Conditions or any Statement of Work or the breach, termination or validity thereof, the relationships which result from these Terms and Conditions or any Statement of Work (including, to the full extent permitted by applicable law, relationships with third parties who are not signatories hereto), (collectively, a "Claim") WILL BE RESOLVED EXCLUSIVELY AND FINALLY BY BINDING ARBITRATION. Arbitration will be conducted pursuant to the Rules of the American Arbitration Association. Neither Licensor nor Licensee will have the right to litigate that Claim in court or to have a jury trial on that Claim or to engage in pre-arbitration discovery, except as provided for in the applicable arbitration rules or by agreement of the parties involved. Further, Licensee will not have the right to participate as a representative or member of any class of claimants pertaining to any Claim. Notwithstanding any choice of law provision included in these Terms and Conditions, this arbitration agreement is subject to the Federal Arbitration Act (9 U.S.C. §§ 1-16). The arbitration will take place exclusively in Irvine, California. Any court having jurisdiction may enter judgment on the award rendered by the arbitrator(s). Each party involved will bear its own cost of any legal representation,

discovery or research required to complete arbitration. The existence or results of any arbitration will be treated as confidential. Notwithstanding anything to the contrary contained herein, all matters pertaining to the collection of amounts due to Licensor arising out of the Software will be exclusively litigated in court rather than through arbitration.

LIMITATION OF LIABILITY

Licensor's cumulative liability for any claim arising in connection with this order shall not exceed the total fees and charges paid to Licensor by Licensee. Licensor shall have no responsibility due to any erasure, damage, destruction to, or alteration of any work product data or information created by Licensee or any end user of the Licensee for use in connection with the Software. LICENSOR SHALL IN NO EVENT BE LIABLE WITH RESPECT TO LOSS OF BUSINESS OR PROFITS, DOWNTIME OF ANY MACHINERY OR EQUIPMENT, DELAYS OR STOPPAGES, OR FOR ANY INDIRECT, CONSEQUENTIAL, SPECIAL, EXEMPLARY, OR INCIDENTAL DAMAGES OF WHATEVER KIND AND HOWEVER CAUSED, ARISING OUT OF, OR IN CONNECTION WITH THIS AGREEMENT, EVEN IF LICENSOR KNEW OR SHOULD HAVE KNOWN OF THE POSSIBILITY OF SUCH DAMAGES.

FORCE MAJEURE

Licensor shall not be liable for any failure or delay in performance resulting from compliance by Licensor with any laws, orders, regulations, acts, instructions or priority requests of any national, state, local, or municipal government (whether of the United States or of any other country) or any department or agency thereof, or any civil or military authority, or from acts of war, civil disorder, flood, fire, or other disasters, strikes or labor disputes or from any other factors beyond its control.

MISCELLANEOUS

No action arising out of or related to this Agreement may be brought more than one (1) year after the claiming party knew or should have known of the cause of action. Subject to the restrictions in assignment contained herein, these Terms and Conditions will be binding on and inure to the benefit of the parties hereto and their successors and assigns. No provision of this Agreement will be deemed waived, amended or modified by either party unless such waiver, amendment or modification is in writing and signed by both parties. The relationship between Licensor and Licensee is that of independent contractors and not that of employer/employee, partnership or joint venture. If any term or condition of this Agreement is found by a court of competent jurisdiction or arbitration panel to be invalid, illegal or otherwise unenforceable, the same shall not affect the other terms or conditions hereof or thereof or the whole of this Agreement or the applicable Statement of Work. Notices provided under this Agreement will be given in writing and deemed received upon the earlier of actual receipt or three (3) days after mailing if mailed postage prepaid by regular mail or airmail or one (1) day after such notice is sent by courier or facsimile transmission. Any delay or failure by either party to exercise any right or remedy will not constitute a waiver of that party to thereafter enforce such rights. This Agreement contains the entire understanding of the parties with respect to the matters contained herein and supersedes and replaces in its entirety any and all prior communications and contemporaneous agreements and understandings, whether oral, written, electronic or implied, if any, between the parties with respect to the subject matter hereof.