

**Software Maintenance and Support Agreement
("Agreement")**

For IADS® Software

Between

**Teletronics Technology Corporation, acting through the
IADS Business Group**

(TTC-IADS)

And

Software User (aka "Licensee")

This document contains confidential information that is proprietary to CWDS. The information contained herein may not be disclosed without the express written permission of CWDS and may only be used for the purposes intended.

1.0 DEFINITIONS

- 1.1 “**Delivered Software**” means TTC-IADS IADS Software procured and utilized by Software User as of the effective date of this Agreement.
- 1.2 “**Software Error**” means any material nonconformity of the Delivered Software with the Documentation.
- 1.3 “**Software Update**” means any version of the Delivered Software, released subsequent to this Agreement’s Effective Date, which implements minor improvements, augmentations, or corrections to the Delivered Software.
- 1.4 “**Software Upgrade**” means any version of the Delivered Software, released subsequent to this Agreement’s Effective Date, which implements additional features or functions, or which produces substantial and material improvements with respect to the utility and efficiency of the Delivered Software, but which does not constitute merely a Software Update, and which is not marketed by TTC-IADS as a separate product and/or service.
- 1.5 “**Technical Support**” means the provision of responses by qualified TTC-IADS personnel to questions from Eligible Licensee Personnel related to the use and operation of the Delivered Software, including basic instruction as well as assistance related to Software User specific implementation issues and problem resolution. On-site support is included only as determined by TTC-IADS to be reasonably necessary.
- 1.6 “**Documentation**” means the User Manual, then current versions, during the term of this Agreement.
- 1.7 “**Software User**” means procuring entity and/or licensed end user, aka “Licensee,” of Delivered Software.
- 1.8 “**Eligible Licensee Personnel**” means those personnel so designated under this Agreement by Software User pursuant to paragraph 3.0 Technical Support hereof.

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2.0 TECHNOLOGY MAINTENANCE

2.1 Error Correction

TTC-IADS will adapt, reconfigure or reprogram the Delivered Software, or rewrite or revise the Documentation, as applicable, in order to correct any Software Errors reported to TTC-IADS by Eligible Licensee Personnel, as defined below, provided that TTC-IADS determines in good faith that any such reported Software Error is the result of errors, omissions or misstatements in the Delivered Software or Documentation. TTC-IADS may correct such nonconformity by revising either the Delivered Software or Documentation or both, at its sole discretion. TTC-IADS will assert its best efforts to perform such error corrections completely and in a timely manner.

2.2 Procedural Workarounds

In the event that TTC-IADS is unable to fully correct any Software Error in a timely manner pursuant to 2.1 above, TTC-IADS, at its sole discretion, shall assert its best efforts to provide procedures, routines, or instructions (“Procedural Workarounds”) for use by Licensee of the TTC-IADS Software, which, when employed in the regular operation of the TTC-IADS Software and utilization of the Documentation, will avoid or substantially diminish the practical adverse effects of the relevant Software Error.

2.3 Software Updates; Software Upgrades

From time to time TTC-IADS may, at its sole discretion, develop Software Updates and/or Software Upgrades. TTC-IADS shall, during the Term of this Agreement, make such Software Updates and/or Software Upgrades available to Software User. Any such Software Updates and/or Software Upgrades provided hereunder will be deemed to constitute part of the TTC-IADS Software and will be subject to all the terms and provisions of the original applicable TTC-IADS Software Licensing Agreement as well as this Agreement.

3.0 TECHNICAL SUPPORT

Software User shall be permitted to designate in writing to TTC-IADS Software User personnel who are US person’s for purposes of obtaining Technical Support from TTC-IADS (“Eligible Licensee Personnel”).-Software User shall be responsible for ensuring that its designated Eligible Licensee Personnel are sufficiently qualified to receive and productively utilize Technical Support. TTC-IADS shall provide Technical Support to such Eligible Licensee Personnel by means set forth in the following Table 3.1 Support Availability, subject to the conditions regarding availability or response times with respect to each such form of access as set forth below:

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3.1 Support Availability

FORM OF SUPPORT	AVAILABILITY
Telephone support (at such telephone numbers as TTC-IADS may provide)	8am to 5pm PST/PDT as applicable, on weekdays excluding TTC-IADS' recognized holidays
Email support (at such email addresses as TTC-IADS may provide)	24/7
IADS User Group	24/7
On-site support	Provided only if telephonic or electronic support cannot resolve the problem

Table 3.1 Support Availability

4.0 FEES

In consideration for the performance of TTC-IADS' obligations under this Agreement, Licensee shall pay to TTC-IADS, without offset or deduction, an applicable Annual Support Fee in the amount determined by reference to the schedule set forth in the relevant quote as finalized by the relevant order. Unless otherwise agreed in writing between the parties, the Annual Support Fee for the second year will be increased by three percent (3%), and each successive Annual Support Fee will be adjusted on the basis of a three percent (3%) increase from the prior period's Annual Support Fee. All Annual Support Fees must be paid in advance. TTC-IADS' maintenance and support will only commence after the Annual Support Fee is fully paid, and will cease upon reaching the end of the annual term unless a subsequent annual term is procured, and the Annual Support Fee for such subsequent annual term is paid for in advance. Unless otherwise agreed in writing between the parties, lapsed maintenance will incur an additional cost of four percent (4%) per month, unless twelve (12) months have passed or the current IADS major version is beyond the installed version, at which time a new purchase may be required.

5.0 TERM

This Agreement shall become effective as of the Effective Date set forth in Exhibit A and shall continue in effect for the Term Length set forth in Exhibit A, unless earlier terminated.

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6.0 TERMINATION

This Agreement shall terminate upon the earliest of the following to occur:

- a) Expiration of the term set forth in (5.0) above unless a subsequent term is procured; or
- b) Licensee irrevocably ceases or abandons its use of IADS software for any reason; or
- c) Licensee, at its sole discretion, provides a notice of termination; or
- d) TTC-IADS, at its sole discretion, provides a notice of termination.

In the event of (a) or (b) or (c) above, the Annual Support Fee paid in advance shall not be refundable. In the event of (d) above, the Annual Support Fee paid in advance shall be refunded on a pro-rata basis for the period that maintenance and support is not provided.

7.0 LIMITATION OF LIABILITY

- a) Neither party to this Agreement shall be liable to the other party for any indirect, special, incidental, multiple, punitive, or consequential damages arising from this Agreement.
- b) In no event shall TTC-IADS be held liable for any failure of its best efforts to achieve an intended result with respect to any Error Correction or Procedural Workaround.
- c) TTC-IADS liability under this Agreement in any event shall not exceed the sum of Annual Support Fees paid to TTC-IADS hereunder.

8.0 MISCELLANEOUS

This Agreement represents the complete agreement between the parties with respect to the IADS Software Maintenance and Support procured and supersedes all prior agreements and representations between them with respect thereto. No purchase order terms or other flow-down terms shall apply. This Agreement may be amended only by a writing executed by both parties. If any provision of this Agreement is held to be unenforceable for any reason, such provision shall be reformed only to the extent necessary to make it enforceable. This Agreement shall be governed by the laws of the State of California, excluding choice of law provisions. Licensee hereby consents to the venue and jurisdiction of the state courts of California in Los Angeles County or of the federal courts located within California, and agrees that any disputes arising out of this Agreement shall be litigated in such courts.

Exhibit A

Effective Date	To be established upon receipt of purchase order
Term Length	One (1) year unless a longer term is quoted and procured
Annual Support Fee	See attached quote