

SYSTRAN CORPORATION
a business unit of Curtiss-Wright Controls Electronic Systems Group
Product Warranty

I. WARRANTY COVERAGE

SYSTRAN makes no warranty of any kind, express or implied, with regard to products, except that SYSTRAN warrants that products delivered will be free from defects in materials or workmanship for a period of one (1) year from the date of original shipment. During the warranty period, SYSTRAN will provide free of charge to Buyer and at Buyer's request, the Warranty Services defined below:

- a. **Hardware Warranty Service:** Hardware Warranty Service consists of factory exchange or repair (at SYSTRAN's sole option) of defective Hardware Products to correct malfunctions which occur during normal use. In the event SYSTRAN decides to replace a failed part or piece of equipment, SYSTRAN shall have the right to replace it with either a new part or piece of equipment, or factory reconditioned part or piece of equipment. Replaced parts or pieces of equipment become the property of SYSTRAN. Hardware Warranty Services do not include the repair or replacement of equipment or parts which have otherwise become defective, including, but not limited to, damage caused by accidents, modifications or alterations by Buyer, physical abuse or misuse, operation in an environment or conditions outside SYSTRAN's specifications for the Hardware Products, acts of God, and fires. Hardware Warranty Services also exclude labor and material cost of relocation, rearrangement, additions to, and removal of Hardware Products. Buyer must report hardware malfunctions to SYSTRAN Customer Support and obtain a Return Materials Authorization (RMA) number. Defective hardware should then be shipped prepaid to SYSTRAN. The repaired product or a replacement will then be returned prepaid upon receipt of the defective item.
- b. **Software Warranty Service:** Software Warranty Service consists of update services covering changes to any combination of documentation and software required to maintain Software Products at the revision level most currently released by SYSTRAN. This Software Warranty Service may also include changes or upgrades, or options intended to broaden, enhance or improve the capabilities of the Software Product, should such changes be implemented during the warranty period.
- c. **Other Services:** Also included in the Warranty Services for the covered Products are telephone access to SYSTRAN Factory Application Engineers, periodic newsletters announcing new products and applications, and application notes.

THE FOREGOING WARRANTIES ARE IN LIEU OF ANY OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, OR ANY WARRANTY THAT EQUIPMENT PURCHASED HEREUNDER IS OF MERCHANTABILITY.

II. ADDITIONAL PAID SERVICES

Should Buyer request services which are beyond the scope of the Hardware, Software or Other Warranty Services specified above, these will be provided by SYSTRAN on a time-and-materials basis at the prices in SYSTRAN's published Price List. Such services will then be undertaken by SYSTRAN after SYSTRAN has given Buyer an estimate of the services required and only after SYSTRAN receives written authorization from Buyer.

III. TERM

This Warranty is effective for a period of one (1) year from the date of the original shipment.

IV. CONDITIONS

Services provided under this Warranty are performed at the SYSTRAN factory, Monday through Friday, 8:00 a.m. through 5:00 p.m. Eastern Standard/Daylight Savings Time, excluding SYSTRAN's holidays. SYSTRAN's performance goal is to ship to Buyer a repaired or replacement Hardware Product within 72 hours of SYSTRAN's receipt of the defective Hardware Product.

V. IDENTIFICATION OF COVERED PRODUCTS

Products covered by this Agreement shall be identified by their SYSTRAN Serial Numbers which will be affixed on the respective product.

VI. SHIPPING

When factory repair services are required, Buyer shall ship or deliver products, freight prepaid, to the SYSTRAN factory. SYSTRAN will return Products, freight prepaid, to Buyer. SYSTRAN reserves the right to select the carrier and shipping method for return shipments. Upon request, Products will be shipped by Buyer's carrier or by a Buyer-specified shipping method for return shipments. Any shipping charges incurred by SYSTRAN for such Buyer-specified shipping will be invoiced separately to Buyer.

VII. LIFE SUPPORT AND NUCLEAR APPLICATIONS

SYSTRAN products are not authorized for and should not be used as critical components in life support systems or nuclear facility applications without the specific written consent of SYSTRAN. As used herein:

Life support devices or systems are those which support or sustain life, and whose failure to perform, when properly used in accordance with instructions provided, can be reasonably expected to result in personal injury or death.

Examples of nuclear facility applications are those (a) in a nuclear reactor, or (b) any device designed or used in connection with the handling, processing, packaging, preparation, utilization, fabrication, alloying, storing, or disposal of fissionable material or waste products thereof.

SYSTRAN's warranty is limited to replacement of defective components and does not cover injury to persons or property or other consequential damages. Buyer uses or sells such products for life support or nuclear facility applications at Buyer's own risk and agrees to defend, indemnify, and hold SYSTRAN harmless from any and all damages, claims, suits, or expense resulting from such use.

VIII. MILITARY APPLICATIONS

SYSTRAN products are not specifically designed, manufactured or intended for sale as parts, components or assemblies for the planning, construction, maintenance of or direct operation in military applications. Buyer is solely liable if products purchased by Buyer are used for these applications. Buyer will indemnify and hold SYSTRAN harmless from all loss, damage, expense, or liability in connection with such use.