

## CURTISS-WRIGHT CORPORATION

### TERMS AND CONDITIONS

#### HEADINGS NOT CONTROLLING

The headings of these terms and conditions (“Conditions of Sale”) are solely for organization and reference and shall not affect their interpretation. Where the contract requires, items stated in the plural herein shall be deemed to mean the singular and vice versa.

#### MEMBERSHIP SERVICES

Scientech, a business unit of Curtiss-Wright Flow Control Company (Scientech), operates Member supported information/knowledge services. In so doing, Scientech collects and compiles various types of information from Members as well as from the public domain. ALL INFORMATION PROVIDED BY MEMBERS TO SCIENTECH OR PROVIDED BY SCIENTECH TO MEMBERS SHALL BE SUBJECT TO THE FOLLOWING PROVISIONS. Receipt of payment or purchase order for any Scientech service or the temporary usage of said service shall constitute acceptance of this agreement and the parties agree that this agreement represents a final expression of their intent, and thus supersedes all earlier agreements, whether oral or written.

Membership services include:

- Advantage
- CARL
- Chemistry Applications
- EQDB
- FOMIS
- LIS
- NIIS
- RAPID
- TRENDS

“Member Site” is defined as any number of adjoining existing generating units, facilities, or structures surrounded by a common property boundary and legally identified by a single site or property name at the time the contract is signed.

Where membership is provided on a company-wide or corporate-wide basis, “Member Company” is defined as any number of sites directly majority *owned and operated* by the company. *Ownership* by a common holding company is not sufficient for sites to be considered as participating under a single membership if they are *operated* by different

operating companies or subsidiaries of the holding company.

#### AUTHORIZED USE OF INFORMATION

A. Member is responsible for adherence to applicable federal and state law with respect to use of information obtained from Scientech.

B. To facilitate the sharing of information among Members, Member releases any ownership rights to information provided to Scientech, which shall have the right to use, reproduce and disclose any information provided to Scientech in response to a formal member survey request or for the purpose of facilitating an exchange of information among Members subject to the Confidentiality and Privacy Policy stated below. Scientech will not provide any Member company proprietary information without seeking Member approval.

C. Member does not have ownership rights for any databases provided by the Scientech service. Acceptance of this agreement and services is for usage during the effective contract period.

D. Member use of information obtained from Scientech is expressly limited to only the sites or locations for which the membership fee has been paid; said information shall not be distributed to other company affiliates, “alliances”, or other related entities for which the membership fee has not been paid.

E. Member assumes all liability for use and misuse of Scientech products, services, data, and Web sites by contractors. Use of Scientech products, services, data, and Web sites by contractors providing service to the Member shall only be permitted while the contractor is authorized by an employee of the Member.

F. Use of Scientech products, services, data, and Web sites by individuals not directly associated, as an employee or authorized contractor of a site(s) for which a membership fee has been paid shall be considered misuse of the service and a violation of copyright law. Misuse shall include: (i) use of a Member site's User ID and Password by a nonmember site, (ii) submittal of information requests, surveys, or surplus inventory data through a Member site by a nonmember site, and (iii) reproduction in any form of Scientech products, services, data, or materials for distribution to a non-member site. Misuse of the program will result in termination of membership for the site that permitted the misuse without refund of the membership fee for

that year. In addition, Scientech expressly reserves the right to bring suit or proceeding for injunctive relief, or to recover damages.

G. To help encourage participation, Scientech may permit temporary and occasional gratis use of products, services, data, and Web sites by nonmembers.

#### **CONFIDENTIALITY AND PRIVACY POLICY**

A. Scientech does not release individual user names and data to any outside (non-Member) organizations (i) unless it has received the user's approval in advance to do so, or (ii) said information was obtained from public sources.

B. Information provided to Scientech by a named Member will be disclosed (i) to current or prospective Members, (ii) as necessary to obtain information pertinent to Member requests, (iii) as necessary to provide reports of interest to Members, (iv) as necessary to facilitate the exchange of information among Members, and (v) as required by law.

C. Scientech may require information deemed necessary to maintain a secure website by requesting individual information to obtain passwords and usernames for Internet applications.

D. "Cookie" technology is employed by the Scientech Web site to help users navigate the site faster. As used herein, a "cookie" is a string of information that is transmitted by the Web site to the User's computer and is stored on the computer's hard drive or temporarily in memory.

E. Scientech may from time-to-time record verbal discussion, including telephone conversation, with Members for the sole purpose of transcribing technical data. Said recordings are erased once data has been transcribed.

F. Scientech may provide information in aggregate form, not naming specific Members, to nonmembers who pay a fee to obtain such information.

G. Individual users of Scientech web sites are required to provide registration information. Said information may be used by Scientech (i) to process, maintain, and verify User ID and passwords for web site access, (ii) to allow Scientech to vary the knowledge content provided to individual users, and (iii) to provide aggregate, not individual, information on Members to advertisers and suppliers.

#### **LIMITATIONS OF LIABILITY**

A. Each Member hereby understands and agrees that Scientech will be collecting and compiling information from a number of sources, including Members, and that Scientech cannot verify or guarantee the accuracy, completeness, or suitability for use of all information gathered and disseminated to Members. Scientech shall not be liable whether in contract or tort (including negligence), strict liability, warranty or otherwise, for any injury, loss or damage, including, without limitation, any indirect, incidental or consequential damages, or for loss of profits, loss of use, loss of revenues, and the cost of replacement power if applicable caused in whole or in part by the acts or omissions of Scientech or its Members in procuring, collecting, compiling, interpreting, communicating, delivering information, performing training at the Member's facilities or in taking any other action under the purchased service. References to specific products and/or manufacturers or companies in no way imply endorsement, preference, or disapproval by Scientech or any of its employees. Scientech MAKES NO WARRANTIES, EXPRESS OR IMPLIED, AND THERE ARE NO IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

B. Member does not guarantee to Scientech the accuracy or completeness of the information furnished to Scientech and it shall have no liability to Scientech for any losses or damages arising out of the use of such information, whether in contract, tort, strict liabilities or otherwise.

C. The sole exclusive remedies of Buyer are those specifically set forth herein Seller's maximum liability for any and all claims arising directly or indirectly from the performance of its obligations under any Agreement with Buyer, including any warranty set forth herein, whether resulting from breach of contract, breach of warranty, tort, products liability, negligence or otherwise, shall not exceed the aggregate purchase price of the particular goods and services which are the subject of the claim. UNDER NO CIRCUMSTANCES SHALL CURTISS-WRIGHT BE LIABLE TO BUYER OR ANY THIRD PARTY FOR LOSS OF BUSINESS, LOST PROFITS, OR ANY OTHER ECONOMIC LOSS, OR ANY INCIDENTAL, EXEMPLARY, INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES EVEN IF CURTISS-WRIGHT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

## **COMPUTER SECURITY**

A. Security of the Scientech central computers, Web sites, and data requires that User IDs and Passwords be issued only for use by individual users. User IDs and Passwords shall not be shared. Site-wide use of a common User ID and Password is not practical as it would require that the Member inform Scientech of any voluntary or involuntary departure of any employee, which in turn would require that the User ID and Password be changed for the entire site and hence all users at that site.

B. User ID and Password will be issued to a user when and only when: (i) an authorized purchase document or payment has been received by Scientech, and (ii) a completed user registration form has been received by Scientech or a written request for additional User ID's and passwords at the member site is received by Scientech.

## **COPYRIGHT VIOLATION**

Information provided by Scientech is protected by U.S. and International Copyright law. This includes public domain information which: (i) has been reformatted for full-text search capability on the Scientech Web site, or (ii) has been summarized and categorized for easier assimilation by Members.

Members are allowed to distribute information from Scientech publications, products, services, data, or materials within the Member organization and to the Member's authorized contractors.

## **QUALITY POLICY**

It is the policy of Scientech to perform all work in accordance with acceptable quality assurance practices. Appropriate requirements are established prior to the start of work. All technical project activity is subjected to independent review, and projects are performed in accordance with adequate procedures and work instructions. Scientech information services are not safety-related as defined by 10 CFR 50, Appendix B.

## **FITNESS FOR DUTY**

It is the policy of Scientech to comply with the Drug-Free Workplace Act of 1988 by maintaining a work environment that is free from the effects of alcohol, illegal drugs, and abused prescription and over-the-counter drugs and other chemicals. For Scientech information services, the provisions of 10 CFR 26 do not apply.

## **APPLICABILITY/ACCEPTANCE OF TERMS/ENTIRE AGREEMENT**

Unless otherwise provided, the sale by (Curtiss-Wright entity) ("Seller") of any products and/or services described herein ("Order"), shall be governed solely by these Conditions of Sale and such other provisions as may be agreed upon in writing by duly authorized representatives of Seller. Any oral understandings are expressly excluded. Buyer's acceptance of these Conditions of Sale shall be deemed complete upon Buyer's: (i) silence, (ii) issuance of a written acknowledgment, (iii) issuance to Seller of an Order, (iv) acceptance or use of goods and/or services covered under an Order, or (v) other authorization to proceed. Buyer's acceptance is expressly limited to the terms contained in these Conditions of Sale, and any different, additional, or conflicting terms, including but not limited to, any such provisions contained or referenced in, or attached to, Buyer's acknowledgment, Buyer's Purchase Order Form, specifications, or any other documents, shall be wholly inapplicable and shall not be binding in any way on Seller. Seller shall not be deemed to have waived these Conditions of Sale if it fails to object to such Buyer provision. No waiver, modification or addition to these Conditions of Sale shall be effective unless agreed to in writing explicitly indentifying the change and signed by an authorized representative of Buyer and Seller. These Conditions of Sale shall apply to any Order for goods and/or services whether or not they are referenced in such Order. Seller reserves the right to reject any Order submitted for its acceptance.

## **PRICES**

Quotations are valid for 30 days.

## **TERMS OF PAYMENT**

After formal credit approval, payment terms are net thirty (30) days from the date of invoice, unless otherwise specified in the Customer Quotation. Without credit approval, ten percent (10%) of the total price is due in advance, with the balance C.O.D., unless otherwise specified in the Customer Quotation. A one and one half percent (1.5%) monthly service charge or the maximum rate allowed by law, which ever is higher, will be added to invoices not paid within thirty (30) days of the Invoice date. Upon execution of this agreement, yearly subscription fees are non-refundable.

## **CONFLICTING PROVISIONS**

In the event of any conflict between these Terms and Conditions of Sale, and the provisions contained in any purchase order, confirmation, long term supply

agreement, or other similar document issued to Seller by Buyer, the provisions of these Terms and Conditions shall prevail.

#### **ASSIGNMENT**

Neither party shall assign these Conditions of Sale and any Purchase Order or any portion thereof without the advance, written consent of the other party, which consent shall not be unreasonably withheld. The non-assigning party shall not have any obligation to an assignee of the assigning party unless such consent is obtained. Notwithstanding the foregoing, Seller may assign this agreement to any entity controlled by or under common control of Curtiss-Wright Corporation.

#### **WAIVER**

Failure by Seller to assert all or any of its rights upon any breach of these Conditions of Sale shall not be deemed a waiver of such rights either with respect to such breach or any subsequent breach, nor shall any waiver be implied from the acceptance of any payment or service. No waiver of any right shall extend to or affect any other right Seller may possess, nor shall such waiver extend to any subsequent similar or dissimilar breach.

#### **WARRANTY**

Seller warrants that the products and services delivered to Buyer shall be free from defects in material and workmanship, provided that the unit has not been subject to accident, abuse, or misuse, and that the unit has been operated in accordance with the manufacturer's recommendations. Such warranty shall be effective for a period of [12] months after installation or [18] months after delivery, whichever occurs first. If a product is determined to be in breach of this warranty, Seller shall repair or replace such product, at its option, which shall be Buyer's sole remedy for such breach of warranty.

**THIS WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, WHETHER STATUTORY OR OTHERWISE, AND BUYER WAIVES ALL OTHER WARRANTIES, OBLIGATION OR LIABILITIES, ORAL OR WRITTEN, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION AN IMPLIED WARRANTY OF COMMERCIAL ACCEPTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. THIS WARRANTY MAY NOT BE EXTENDED OR ALTERED EXCEPT BY WRITTEN AUTHORIZATION OF SELLER.**

#### **TIME OF DELIVERY**

Unless otherwise agreed to, in writing, by the Seller, delivery of the goods or services shall be made ex-works on a day nominated by the Seller, time not being of the essence, and the Buyer shall be responsible for their prompt collection, transport, off loading and storage. The Seller may, at the Buyer's request, arrange carriage of the goods or services, in which case the Buyer will be solely responsible for the prompt off-loading and the sole risk of loss and expense associated with such delivery of goods or services. In all cases, the Buyer shall be responsible for the safe and proper storage of the goods or services once they have been delivered to the Buyer. If the Buyer is not able for any reason to promptly accept delivery of the goods or services, or the Seller exercises its right to withhold delivery of the goods or services, the Seller may, at its discretion and as appropriate, charge the Buyer for any delay in collection or transport or off-loading of the goods or services and for their storage and may present its invoice to the Buyer for payment.

Any delivery dates notified to the Buyer by the Seller are given by the Seller in good faith, but are business estimates only and the Seller will not be liable to the Buyer for any loss or damage sustained by the Buyer as a result of the Seller's failure to comply with them for whatever reason.

The Seller may at its own discretion make delivery of the goods or services by installments. Each installment shall be treated as the subject of a separate contract upon these Conditions and the Seller may invoice for each installment separately.

#### **DOCUMENTATION AND MANUALS**

All documentation, installation, maintenance, and operations manuals will be in English. Any translation requirements are Buyer's responsibility.

#### **EXPORT CONTROL**

Each Party will comply with all export and import regulations, controls, sanctions, laws, and orders, as they may be amended from time to time ("Export Controls"), applicable to the export and re-export of goods, software, technology, or technical data ("Items") or services, of all countries involved in transactions associated with this agreement. Such Export Controls include, but not be limited to, the United States Department of Commerce's Export Administration Regulations ("EAR") and, to the extent applicable, the United States Department of State's International Traffic in Arms Regulations ("ITAR"), regulations and orders administered by the Treasury Department's Office of Foreign Assets

Control, the UK Export Control Act administered by the UK Department of Trade and Industry under its Export Control Organization and the Export and Imports Permit Act administered by the Canada Export and Import Controls Bureau.

The Seller shall notify Buyer of any Items or services that are controlled by the ITAR. If any Items or services are controlled by the EAR, Seller shall provide Buyer with the applicable Export Control Classification Number ("ECCN"), as well as the ECCNs of any components or parts thereof. To the extent that such goods, services or components were specifically designed, developed, configured, adapted or modified for a military application and are controlled under the EAR, Seller shall notify the Buyer of this fact and shall provide the Buyer with written confirmation from the United States Department of State that such Items are not subject to the jurisdiction of the ITAR.

Seller shall be responsible for obtaining, at no cost to the Buyer, all relevant official approvals, licenses and required authorizations for any export conducted by the Seller. Any Party conducting any re-export shall be responsible for obtaining any relevant official approvals, licenses, and required authorizations. Each Party shall reasonably cooperate and exercise reasonable efforts to support the other Party in obtaining any necessary licenses or authorizations required to perform its obligations under this Agreement.

Seller covenants and agrees at all times to protect, defend, hold harmless and indemnify Buyer, its parent and affiliated companies and their respective directors, officers, employees, successors and assigns from and against any and all claims of loss, damage or injury from and against any suits, actions, or legal proceedings of any kind brought against Buyer due to Seller's non-compliance with the laws of any country. Furthermore, Seller shall, at its own cost and expense, pay all charges of attorneys, and all costs and expenses arising from or related to any of the aforesaid suits, actions or claims, or from any other claim for indemnity made by Buyer against Seller under this Order, including all charges of attorneys costs and expenses incurred by Buyer in connection with the enforcement of this clause against Seller in any suit, action or claim.

#### **SOFTWARE LICENSE**

In the event that any software or software documentation is provided to Buyer by Seller in any form whatsoever under a Purchase Order and no software license agreement governing this sale has been signed between Buyer and Seller, Buyer and

Seller agree to accept the terms and conditions stated below effective the date of the first delivery hereunder:

A. Subject to the terms and conditions herein, the Seller grants to Buyer a nonexclusive, transferable license to use the software or software documentation provided herein: (i) in the course of the normal operation in or with Seller products, (ii) in the analysis or the formatting of reports using data from such Seller products or, (iii) on Seller or non-Seller products that are used to test, maintain, download, or process information compiled by Seller products.

B. Making copies of software or documentation except for one copy for archive purposes is prohibited unless specifically authorized by Seller in writing. Should such copying be authorized, Buyer will reproduce and include all Seller proprietary and copyright notices and other legends in the same manner that Seller provides such notices and legends, both in and on every copy of licensed software and documentation and in any form.

C. The software license and rights granted by Seller to Buyer hereunder are personal to Buyer. The licensed software and documentation may not be sub-licensed, transferred, or loaned to any other party without Seller's prior express written consent, except that Buyer may transfer the licensed software and documentation in conjunction with the resale of any equipment or Seller supplied test equipment in which the licensed software and documentation is installed or with which it is used. Such permission to transfer is contingent upon the transfer of Buyer's agreement to use and protect the confidentiality of the licensed software and documentation under the same or similar terms as those set forth in this software license. Buyer will, however, notify Seller in writing of the transfer of the licensed software and documentation.

D. Buyer agrees to utilize all licensed software and documentation only as authorized herein. Buyer may not either itself or with the assistance of others, make modifications to the licensed software and documentation, including, but not limited to, translating, decompiling, disassembling or reverse assembling, reverse engineering, creating derivative or merged works, or performing any other operation on licensed software and documentation to recover any other operation on licensed software and documentation to recover any portion of the program listing, object code or source code or any information contained therein.

E. Buyer agrees to accept and retain licensed software and documentation in confidence. Buyer agrees to take appropriate action by instruction, agreement or otherwise with Buyer's employees, or agents or other persons who are permitted access to licensed software and documentation to inform said employees, agents or other persons who may come into contact with it of the confidential nature of licensed software and documentation; and to satisfy its obligations under this software license with respect to use, copying, and protection and security of licensed software and documentation.

F. This software license is effective as of the date of first delivery hereunder and shall continue until terminated by Buyer for any reason whatsoever upon thirty (30) days prior written notice to Seller, provided Buyer ceases using and either returns or destroys Seller software and documentation; or by Seller, if Buyer does not comply with any of the terms and conditions of this software license and Buyer fails to remedy such failure within thirty (30) days after having received notice from Seller of such failure.

G. Buyer agrees that it will not use the license software and documentation in the performance of a contract, or subcontract, with any Government in a manner so as to affect Seller rights to licensed software and documentation. If Buyer desires to use the licensed software or documentation in the performance of a contract or subcontract with a Government, prior to such use, Buyer shall consult with Seller as to the procedures and use of restrictive markings required to protect the ownership interest of Seller.

H. This license and sale is subject to the laws and regulations, and other administrative acts, now or hereinafter in effect, of the United States and other governments and their departments and agencies relative to the exportation and/or re-exportation of licensed software and documentation. Buyer acknowledges that it will be responsible for compliance as necessary with such laws, regulations and administrative acts.

#### **TAXES**

Prices do not include any sales, use, excise, value added or similar taxes. Taxes shall be the sole responsibility of Buyer and Seller shall include them on all invoices, absent receipt of an appropriate exemption from Buyer. Accordingly, Seller reserves the right to revise its price after the execution of the Purchase Order between the parties to include any and all taxes or duties that may become due

hereunder and Seller may invoice Buyer for said additional amount. This clause shall survive the acceptance and complete performance of the Purchase Order by the parties herein.

#### **SEVERABILITY**

If any provision of these Conditions of Sale is determined to be illegal, invalid, or unenforceable, for any reason, then such provision shall be deemed stricken for purpose of the dispute in question, and all other provisions shall remain in full force and effect.

#### **RISK OF LOSS**

Unless otherwise agreed to in writing, all risk of loss, theft, or damage from any cause whatsoever, shall be on the Buyer and it's insurers, if any, after the delivery by Seller to the carrier at F.O.B. point.

#### **INSOLVENCY/BANKRUPTCY/FINANCIAL DEFAULT**

If the Buyer fails to pay any sum due to Seller hereunder, or shall fail to satisfy any of its obligations hereunder and such default shall continue for ten (10) days after notifying Buyer of such default, or if the Buyer by the subject of any proceedings under bankruptcy laws or other insolvency laws or being declared subject to judicial supervision or entering into liquidation, Seller shall have the right to immediately terminate this Agreement. Upon such termination, the Buyer shall remain liable for all unpaid charges and sums due to Seller under the current purchase order, and will pay to Seller for all damages and costs including reasonable attorney's fees and court costs, suffered or incurred by Seller as a result of the Buyer's breach of its obligations under this Agreement. The remedies provided herein shall be in addition to all other means and remedies available to Seller.

#### **SETOFF**

All amounts that Buyer owes Seller under an Order shall be due and payable according to the terms of such Order. Buyer is prohibited from and shall not set off such amounts or any portion thereof, whether or not liquidated, against sums which Buyer asserts are due it, its parent affiliates, subsidiaries or other divisions or unites under other transactions with Seller, its parents, affiliates, subsidiaries or other divisions or units.

#### **INDEMNITY**

Buyer will indemnify, hold harmless and defend Seller from and against any claims, suits, judgments, expenses or liabilities of any nature (including without limitation all reasonable attorneys' fees) which are threatened or brought against, or are

incurred by, Seller arising from any actions, omissions or misrepresentations of Buyer in the use, promotion, or sale of products or services provided by Seller under this sale.

#### **DISPUTE RESOLUTION – FOREIGN**

A. If any party to this contract is a non-U.S. entity, any dispute, controversy or claim arising out of or relating to this Agreement, or the breach thereof, shall be settled by arbitration under the Rules of Arbitration of the International Chamber of Commerce (“ICC”) as in force at the commencement of the arbitration by one or more arbitrators appointed in accordance with the said Rules. If the dispute involves \$5 million or less, the arbitration shall be conducted by a sole arbitrator. Either party to this agreement may propose to the other the names of one or more persons, one of whom would serve as the sole arbitrator. If, within 30 days after receipt by a party of a proposal made in accordance with this paragraph the parties have not reached agreement on the choice of an arbitrator, the sole arbitrator shall be appointed by the ICC in accordance with its Rules. If the dispute involves more than \$5 million, the arbitration shall be conducted by a tribunal of three arbitrators. Within 15 days after the commencement of arbitration, each party shall select one person to act as arbitrator and the two selected shall select a third arbitrator (who shall serve as the chairperson of the tribunal) within 10 days of their appointment. If the arbitrators selected by the parties are unable or fail to agree upon the third arbitrator, the third arbitrator shall be selected by the ICC in accordance with its Rules. No arbitrator may be affiliated, whether directly or indirectly, with any of the parties, including, without limitation, as an employee, consultant, partner or shareholder.

B. Consistent with the expedited nature of arbitration, each party will, upon the written request of the other party, promptly provide the other with copies of any documents relevant to the issues raised by any claim or counterclaim. Any dispute regarding discovery, or the relevance or scope thereof, shall be determined by the arbitrator(s), which determination shall be conclusive. All discovery shall be completed within 60 days following the appointment of the arbitrator(s).

C. The place of arbitration shall be Geneva, Switzerland. Any arbitral tribunal constituted pursuant to this Agreement shall apply the law of England to all disputes. The arbitration shall be conducted in English. The award of the arbitrator shall be final and binding upon the parties and may be entered and/or enforced in any court of competent

jurisdiction. Notwithstanding the foregoing, Curtiss-Wright may initiate suit in any jurisdiction for protection and enforcement of its intellectual property rights. The parties acknowledge that this Agreement and any award rendered pursuant to it shall be governed by the United Nations Convention on the Recognition and Enforcement of Foreign Arbitral Awards. The award shall be made within nine (9) months of the filing of the notice of intention to arbitrate, and the arbitrator(s) shall agree to comply with this schedule before accepting appointment. However, this time limit may be extended by agreement of the parties or by the arbitrator(s) if necessary.

D. The parties shall each bear and pay 50% of the fees and other expenses of the ICC in connection with the arbitration set forth herein; provided, however, that if the ICC identifies a prevailing party, then the non-prevailing party shall be responsible for reimbursing the prevailing party for all of its reasonable out-of-pocket costs and expenses incurred in connection with the resolution of the dispute, including all reasonable attorneys’ fees, accounting fees and experts’ fees, and shall also be responsible for paying all of the costs associated with the arbitration provided for herein, including all fees and expenses of the ICC in connection with the arbitration.

E. Except as may be required by law, neither a party nor an arbitrator may disclose the existence, content, or results of any arbitration hereunder without the prior written consent of both parties.

#### **DISPUTE RESOLUTION – DOMESTIC**

A. If all parties to this contract are U.S.-entities, any controversy or claim arising out of or relating to this Agreement, or the breach thereof, shall be settled by arbitration administered by the American Arbitration Association in accordance with its Commercial Arbitration Rules then in effect. If the dispute involves \$5 million or less, the arbitration shall be conducted by a sole arbitrator. Either party to this contract may propose to the other the names of one or more persons, one of whom would serve as the sole arbitrator. If, within 30 days after receipt by a party of a proposal made in accordance with this paragraph the parties have not reached agreement on the choice of an arbitrator, the sole arbitrator shall be appointed by the AAA in accordance with its Rules. If the dispute involves more than \$5 million, the arbitration shall be conducted by a tribunal of three arbitrators. Within 15 days after the commencement of arbitration, each party shall select one person to act as arbitrator and the two selected shall select a third

arbitrator (who shall serve as the chairperson of the tribunal) within 10 days of their appointment. If the arbitrators selected by the parties are unable or fail to agree upon the third arbitrator, the third arbitrator shall be selected by the AAA in accordance with its Rules. No arbitrator may be affiliated, whether directly or indirectly, with any of the parties, including, without limitation, as an employee, consultant, partner or shareholder.

B. Consistent with the expedited nature of arbitration, each party will, upon the written request of the other party, promptly provide the other with copies of any documents relevant to the issues raised by any claim or counterclaim. Any dispute regarding discovery, or the relevance or scope thereof, shall be determined by the arbitrator(s), which determination shall be conclusive. All discovery shall be completed within 60 days following the appointment of the arbitrator(s).

C. The place of arbitration shall be New York City, New York. Any arbitral tribunal constituted pursuant to this agreement shall apply the law of New York to all disputes. The award by the arbitrator or arbitrators shall be final, and judgment upon the award rendered may be entered in any court having jurisdiction thereof. Notwithstanding the foregoing, Curtiss-Wright may initiate suit in any jurisdiction for protection and enforcement of its intellectual property rights. The award shall be made within nine (9) months of the filing of the notice of intention to arbitrate, and the arbitrator(s) shall agree to comply with this schedule before accepting appointment. However, this time limit may be extended by agreement of the parties or by the arbitrator(s) if necessary.

The parties shall each bear and pay 50% of the fees and other expenses of the ICC in connection with the arbitration set forth herein; provided, however, that if the ICC identifies a prevailing party, then the non-prevailing party shall be responsible for reimbursing the prevailing party for all of its reasonable out-of-pocket costs and expenses incurred in connection with the resolution of the dispute, including all reasonable attorneys' fees, accounting fees and experts' fees, and shall also be responsible for paying all of the costs associated with the arbitration provided for herein, including all fees and expenses of the ICC in connection with the arbitration.

Except as may be required by law, neither a party nor an arbitrator may disclose the existence, content, or results of any arbitration hereunder without the prior written consent of both parties.

#### **APPLICABLE LAW**

This Agreement shall be interpreted in accordance with the laws of the State of New York, exclusive of any choice of law provisions. The Seller and Buyer expressly agree to exclude from this Agreement the United Nations Convention on Contracts for the International Sale of Goods, 1980, and any successor thereto.

#### **COST OF COLLECTION AND ATTORNEYS FEES**

In the event any action is taken by Seller to collect amounts billed to Customer by Seller, Customer shall be liable for all costs and expenses incurred by Seller in relation thereto, including legal fees.

#### **EQUAL OPPORTUNITY EMPLOYER**

Buyer is a federal contractor which complies fully with Executive Order 11246, as amended, and the applicable regulations contained in 41 C.F.R. Parts 60-1 through 60-60; 29 U.S.C. Section 793 and the applicable regulations contained in 41 C.F.R. Part 60-741; 38 U.S.C. Section 4212 and the applicable regulations contained in 41 C.F.R. Part 60-250 and/or 60-300; and Executive Order 13201 and the applicable regulations contained in 29 C.F.R. Part 470.