

Spectra Logic BlackPearl Certification Program Agreement

This Spectra Logic BlackPearl Certification Program Agreement (the "Master Agreement") is entered into between Spectra Logic Corporation and its affiliates ("Spectra") and the entity identified below ("Participant"). This Agreement establishes each party's respective rights and responsibilities with respect to Participant's participation in the Spectra Logic BlackPearl Certification Program, a technical development, support and marketing program for qualified software and hardware developers who desire to create integrated solutions using Spectra products. This Agreement is designed to provide a general framework under which Spectra may make available certain Program services to Participant.

1. DEFINITIONS

- 1.1 "Certified" means that the Participant Product, where such Participant Product is software, when operated in a specified Configuration passed the applicable Test Protocol(s) as tested by the Participant and verified and/or tested by Spectra, for the Spectra Product included in that particular Configuration as specified in an email.
- 1.2 "Certified List" means a list prepared by Spectra of Certified Participant Products.
- 1.3 "Certified Logo" means the logo licensed by Spectra for use in connection with Certified Participant Products.
- 1.4 "Configuration" means a system of specified products, including Spectra Products, Participant Products and other third party products, i.e. operating systems. A Configuration may be specific with respect to the version, release, model number, and firmware revision of the products within the Configuration.
- 1.5 "Designated System" means the hardware and operating system on which the Participant is permitted to operate the Licensed Product, as identified in an email.
- 1.6 "Documentation" means the user guides or manuals for the installation and use of a software program or hardware device, as applicable.
- 1.7 "Effective Date" means the date of last signature of this Master Agreement as set forth below.
- 1.8 "Feedback" means any and all suggestions, comments, ideas, or other technical information provided by Participant to Spectra, regarding Spectra's Confidential Information (as defined in Section 6.1 below) or any Licensed Product.
- 1.9 "Incident" means a single case or problem for which Participant contacts Spectra's technical support organization for assistance.
- 1.10 "Intellectual Property" includes all intellectual property rights worldwide arising under statutory or common law or by contract and whether or not perfected, now existing or hereafter filed, issued or acquired, including all patent rights; all rights associated with trade or service marks; works of authorship including copyrights and mask work rights; rights relating to the protection of trade secrets and confidential information; and any right analogous to those set forth herein and any other proprietary rights relating to the intangible property.
- 1.11 "Licensed Product" means Spectra Hardware and Software, the Test Protocol(s), Development Kits and any other software program or technical materials (including without limitation application programming interfaces, if any) expressly licensed by Spectra hereunder.
- 1.12 "Participant Product" means a software product or hardware device owned or distributed by Participant.
- 1.13 "Program" means the Spectra Logic BlackPearl Certification Program described in the Spectra Logic BlackPearl Certification Program Guide.
- 1.14 "Program Guide" means the then-current published guide for the Spectra Logic BlackPearl Certification Program setting forth the specific services and requirements as may be modified from time to time by Spectra in its sole discretion.
- 1.15 "Program Module" or "Module" means a set of services and deliverables that Spectra may make available to Participant and the payment of the applicable fees.
- 1.16 "Spectra" means and includes any and all entities controlling, controlled by or under common control with Spectra Logic Corporation.
- 1.17 "Spectra Product" means a specific Spectra product with which Participant seeks to establish that a particular Participant Product is enabled.
- 1.18 "Spectra Software" means any of the generally available software programs in object code form distributed or licensed by Spectra, their Documentation and any Updates provided hereunder.
- 1.19 "Technical Support" means support services provided by Spectra's technical support organization for a generally available Spectra Software product provided under Spectra's then current technical support policies.
- 1.20 "Term" shall have the meaning set forth in Section 10.1 ("Term & Termination").
- 1.21 "Test Instance" means a test, or series of tests, performed by Participant and reviewed by Spectra, to determine whether a particular Participant Product passes the applicable Test Protocol for a Spectra Product when operated in a specified Configuration.
- 1.22 "Test Lab" means Spectra's Test Lab or any successor organization designated by Spectra for the purpose of performing Test Verification or providing Test Instances.
- 1.23 "Test Protocol" mean tests or other materials assembled by Spectra to assist Participant in establishing the operation and functionality of Spectra Software with compatible software and hardware products, and may include quality assurance test packages and other test suites and routines as available. Test Protocol shall also include any Documentation and Updates for such Test Protocol(s).
- 1.24 "Test Verification" means a review by Spectra of test results submitted by Participant to verify that a specified Participant Product is Certified with a specified Spectra Product.
- 1.25 "Test Verification Request Form" means the applicable form provided by Spectra by which Participant may request that Spectra perform a Test Verification.
- 1.26 "Testing Services" means the Test Verifications and Test Instances to be performed by Spectra.

1.27 'Update' means a subsequent release, revision or version of a Spectra Software program that Spectra provides to Program members without additional charge.

2. PROGRAM MODULES & FEATURES

2.1 General Features

2.1.1 Spectra Limited Use Licenses. As set forth in Program Guide, Spectra will provide certain Spectra Software to Participant in response to reasonable requests placed by Participant via the Spectra Developer Program website. The Spectra Software will be provided subject to Spectra's standard limited use license terms. All requests will reference and be subject to the terms of this Agreement. Participant acknowledges and agrees that alternative or additional terms set forth on any purchase order or other writing submitted by Participant shall be of no force or effect. Notwithstanding anything to the contrary in the limited use license accompanying the Spectra Software, the limited use licenses granted to Participant in accordance with this Section 2.1.1 will terminate upon termination of this Agreement.

2.1.2 Technical Support. During the Term and subject to the payment of all applicable fees, Participant shall be entitled to contact Spectra's Technical Support organization for Incidents related to Spectra Software. During the first year, Participant will be entitled to five (5) Incidents. Thereafter, participant will be entitled to the number of Incidents specified in the Program Guide in effect on the first day of any subsequent year. Any unused Incidents are forfeited at the end of each year. Additional Technical Support may be purchased as specified in the Program Guide.

2.1.3 Marketing Programs. From time to time, Participant may be eligible to receive the marketing services, if any, identified in the then-current Program Guide.

2.1.4 Cooperative Support.

2.1.4.1 In General. In the event that an end user customer has support agreements in effect with both Spectra and Participant, both parties will cooperate, where appropriate, in the identification of the cause of any end user customer reported error or incident that cannot be isolated to one party's product and in the facilitation of warm transfers of such incidents. Neither Spectra nor the Participant will be obligated to provide customer support for the other party's products. Nothing in this Agreement will supersede or alter either party's obligations under any mutual support agreement entered into prior to the Effective Date.

2.1.4.2 On-line Tools. The parties may make on-line technical support information or databases available to each other. In such event, each party will comply with any policies regarding the protection of passwords and preservation of security that are delivered in writing to the party's designated technical contact.

2.2.1 Logo Usage. Participant may use the Certified Logo provided on Developer Program website upon the satisfaction of the requirements

2.3 Program Ownership

The Spectra Logic BlackPearl Certification Program is offered at the discretion of Spectra, may be discontinued or amended by Spectra at any time. Spectra will not have any obligation to Participant other than as expressly set forth in this Agreement or in another, separate written agreement executed by authorized representatives of each party. There are no third party beneficiaries of this Agreement. The terms of this Agreement and the performance of each party hereunder are and shall remain confidential. Each party will be responsible for developing, marketing, selling and supporting that party's own products and services. Spectra will not endorse any Participant Product and, except as specifically provided herein, is not obligated to participate in any marketing activities with the Participant. Notwithstanding any other provision of this Agreement, Spectra may elect at any time during the Term of this Agreement to announce new products and/or services to which the terms and conditions of this Agreement may not apply.

3 PROMOTIONAL ACTIVITIES

3.1 Status in Program. Upon execution of this Agreement, Participant may reference their status as a member of the Spectra Logic BlackPearl Certification Program. Upon request by Spectra, Spectra will have the right to review prior to publication any Participant marketing or other promotional materials that refer to Participant's status in the Program or relate to the work performed or services available under the Program. Upon request from Spectra, Participant agrees to make reasonable changes to such materials to ensure that the materials accurately reflect Participant's status in the Program. Participant understands and agrees that membership in the Program does not confer, in and of itself, the right to use any Logo. The permission granted in this Section does not include the right to place Spectra's name or any Spectra trade or service marks on, or to use such marks in relation to, any product, product packaging or product documentation. Spectra may include Participant's name and logo and the name of any Enabled Participant Product on any list of Program members and in collateral materials such as Program announcements. Participant will provide logo artwork in print-ready form for such purposes.

3.2 Use of Trademarks. Except as specifically provided in this Agreement, nothing in this Agreement shall confer on either party the right to use the trade or service marks of the other party. In addition, any permitted use of the trade or service marks of a party shall be in accordance with applicable law and the party's reasonable policies and trademark usage guidelines as established from time to time and provided to the other party in writing.

4 LICENSE LIMITATIONS

4.1 Limited, Non-Transferable License. Participant shall not use or duplicate the Licensed Product (including the Documentation) for any purpose other than as specified in the applicable license. Participant shall not transfer the Licensed Product to any third party. Participant shall reproduce all titles, trademarks, copyright, and restricted rights notices contained in the original Licensed Product in any copies made, and all such copies shall be subject to the terms and conditions of this Agreement.

4.2 No Internal Use. Participant agrees not to cause or permit the use of the Licensed Product delivered to Participant by Spectra pursuant to this Master Agreement.

4.3 No Derivative Works. Participant will not modify or create any derivative works of the Licensed Product.

4.4 No Reverse Engineering. In no event may Participant permit the reverse engineering, disassembly, decompilation or other attempt (i) to defeat, avoid, bypass, remove, deactivate or otherwise circumvent any software protection mechanisms in, or (ii) to derive the source code of the underlying ideas, algorithms, structure or organization from, the Licensed Product, except to the extent permitted by law and then only after request to Spectra for information necessary to achieve interoperability.

5 PROPRIETARY RIGHTS

5.1 Retention of Rights. Each party retains exclusive ownership of its products and Intellectual Property. Except as expressly provided herein, neither party is granted any license to Intellectual Property or any other rights or licenses with respect to any software or hardware provided hereunder by implication, estoppel or otherwise.

5.2 Provision of Feedback. Participant shall have no obligation to provide Spectra with any Feedback. However, to the extent Participant provides such Feedback, Participant hereby grants to Spectra a non-exclusive, irrevocable, perpetual, worldwide, royalty-free, transferable license, with the right to sublicense, under Participant's Intellectual Property, to use and disclose Feedback in any manner Spectra chooses and to display, perform, copy, make, have made, use, sell, and otherwise dispose of Spectra's and its sublicensees' products embodying such Feedback in any manner and via any media Spectra chooses, without reference to its source or other obligation to Participant and even if the Feedback is designated as confidential.

6 NON-DISCLOSURE

6.1 Confidential Information. In the course of performing work hereunder, each party may be exposed to certain confidential and proprietary information of the other not generally known to the public that is identified at the time of disclosure as confidential or proprietary (herein "Confidential Information"). All information of a party obtained from that party's technical support databases pursuant to Section 2.1.4 ("Cooperative Support") above and the Licensed Product shall be deemed Confidential Information of the disclosing party regardless of whether such information is marked as confidential or proprietary.

6.2 Exclusions. Confidential Information will not include information that: (a) is or becomes a part of the public domain through no act or omission of the receiving party; (b) was in the receiving party's lawful possession prior to the disclosure to it by the other party and had not been subject to limitations on disclosure; (c) is lawfully disclosed to the receiving party by a third party who did not acquire the information directly or indirectly from the disclosing party and was otherwise not restricted as to disclosure; or (d) was independently developed by the receiving party. The receiving party may disclose the disclosing party's Confidential Information as required by court order provided the receiving party promptly notifies the disclosing party in writing of the requirement for disclosure.

6.3 Use & Non-Disclosure. The parties agree not to use Confidential Information received from the other party for any purpose other than the performance of work pursuant to this Agreement. During the Term of this Agreement and for a period of three (3) years after termination or expiration of this Agreement, the parties will hold each other's Confidential Information in confidence and protect the disclosed Confidential Information by using the same degree of care to prevent the unauthorized use, dissemination or publication of the Confidential Information as they use to protect their own confidential information of a like nature but in no event less than a reasonable degree of care. Participant agrees not to disclose the results of any testing of Spectra products to any third party unless Spectra has provided Participant with its prior written consent for such disclosure. Written notification that the Participant's Product is Enabled shall be construed as consent for disclosure of such Certification, as applicable, hereunder.

7 WARRANTY

7.1 Warranty. Participant represents and warrants that all information provided to Spectra by Participant during the Program, (including all information provided on any application, request or other form) is (i) free of any claim of a third party and its delivery is not in breach of any duty or obligation owed by Participant to any third party and (ii) is in all material respects, true and accurate. In the event that any information provided to Spectra is, for any reason, inaccurate or becomes inaccurate, Participant will notify Spectra promptly and provide any additional information necessary to fully understand the situation and assess the impact of the inaccuracy.

7.2 Disclaimer Of Warranty. ANY PRODUCTS AND/OR SERVICES PROVIDED UNDER THIS AGREEMENT ARE PROVIDED "AS IS" AND ARE EXCLUSIVE OF ANY WARRANTY, INCLUDING, WITHOUT LIMITATION, ANY WARRANTIES OF MERCHANTABILITY, TITLE, AGAINST INFRINGEMENT OR FITNESS FOR A PARTICULAR PURPOSE, OR ANY OTHER WARRANTY, WHETHER EXPRESS OR IMPLIED.

8 LIMITATION OF LIABILITY

IN NO EVENT WILL SPECTRA OR ITS SUPPLIERS BE LIABLE TO PARTICIPANT OR ANY OTHER PERSON OR ENTITY FOR ANY INCIDENTAL, INDIRECT, SPECIAL, MULTIPLE, PUNITIVE, OR CONSEQUENTIAL DAMAGES, ARISING OUT OF OR RELATING TO ANY WORK PERFORMED OR MATERIALS DELIVERED HEREUNDER, INCLUDING WITHOUT LIMITATION, LOSS OF PROFITS, DAMAGE TO PERSONAL PROPERTY (INCLUDING DATA), COST OF COVER OR ANY OTHER SIMILAR DAMAGES OR LOSS, REGARDLESS OF THE FORM OF ACTION, IN CONTRACT OR IN TORT (INCLUDING NEGLIGENCE), EVEN IF SPECTRA HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. SPECTRA'S LIABILITY FOR ANY AND ALL DAMAGES THAT MIGHT ARISE OUT OF OR RELATE TO ANY SERVICES PERFORMED OR

MATERIALS DELIVERED HEREUNDER, ANY FAILURE TO PERFORM ANY OBLIGATION HEREUNDER OR ANY TERMINATION OF THIS AGREEMENT, REGARDLESS OF THE FORM OF ACTION, WILL IN NO EVENT EXCEED \$50,000.

9 TERM & TERMINATION

9.1 Term & Termination. The Term of this Agreement shall commence on the Effective Date and will continue in effect until terminated in accordance with this Section or Section 10.4 ("Assignment"). Either party may terminate this Agreement upon thirty (30) days written notice with or without cause. In no event will either party be responsible to the other for any costs or damages related solely to termination. Termination of this Agreement.

9.2 Fees on Termination. Termination of this Agreement will not relieve Participant of its obligation to pay all fees accrued as of the date of such termination. Fees paid to Spectra during the Term of this Agreement will be non-refundable, except in the event of a termination by Spectra for its convenience, without cause, in which case those fees paid by Participant in advance that are attributable to the post termination period will be refunded by Spectra.

9.3 Effect of Termination. Upon the effective date of termination of this Master Agreement:

9.3.1 All work under all Program Modules will cease, except as otherwise explicitly provided therein;

9.3.2 Each party will avoid any representation that Participant is a Program member and will cease any use of any trade or service mark of the other party;

9.3.3 All licenses granted by Spectra to Participant hereunder will be revoked;

9.3.4 The provisions of Sections 5 ("Proprietary Rights"), 6 ("Non-Disclosure"), 7 ("Warranty"), 8 ("Limitation of Liability"), 9 ("Term & Termination"), and 10 ("General") shall survive any termination of this Agreement.

10 GENERAL

10.1 Press Releases. Neither party shall issue any press release regarding this Agreement referencing the other without the prior written consent of the other party.

10.2 Audit. Participant will maintain adequate books and records concerning its compliance with its activities under this Agreement. During the Term and for a period of two (2) years thereafter, at Spectra's expense, Spectra may audit Participant's compliance with this Agreement. Any such audit shall be conducted during regular business hours at Participant's offices and shall not interfere unreasonably with Participant's business activities.

10.3 Notices. All notices permitted or required under this Agreement shall be in writing and will be delivered in person or by certified or registered express mail to the address set forth on the signature page, and shall be deemed given upon personal delivery or five (5) days after deposit in the mail. If notice is sent to Spectra, a copy will also be sent to Legal Services at the same address.

10.4 Assignment Spectra may assign this Agreement to any affiliated entity or in connection with any merger, acquisition, or the sale of all or any portion of its stock or assets. Participant may not assign this Agreement, in whole or in part and whether by operation of law or otherwise, without the prior express written consent of Spectra. Spectra will have the right to terminate this Agreement, effective immediately upon receipt of notice, upon any attempted assignment of this Agreement or upon any change of control of Participant.

10.5 Relationship of the Parties. Each party remains an independent business entity. This Agreement does not create or constitute a franchise, joint venture, partnership or other relationship, which implies or imposes a fiduciary responsibility to each other or to any third party. Neither party will represent that it has any authority to assume or create any obligation, expressed or implied, on behalf of the other party, or to represent the other party as agent, employee or in any other capacity.

10.6 Waiver. Neither party shall by mere lapse of time without giving notice or taking other action hereunder be deemed to have waived any breach by the other party of any of the provisions of this Agreement. Further, the waiver by either party of a particular breach of this Agreement by the other party shall not be construed as, or constitute, a continuing waiver of such breach, or of other breaches of the same or other provisions of this Agreement.

10.7 Severability. In the event that any provision of this Agreement shall be unenforceable or invalid under any applicable law or be so held by applicable court decision, such unenforceability or invalidity shall not render this Agreement unenforceable or invalid as a whole, and, in such event, such provision shall be changed and interpreted so as to best accomplish the objectives of such unenforceable or invalid provision within the limits of applicable law or applicable court decisions.

10.8 Headings. The section headings appearing in this Agreement are inserted only as a matter of convenience and in no way define, limit, construe or describe the scope or extent of such section or in any way affect such section.

10.9 Governing Law. This Agreement, and all matters arising out of or relating to this Agreement, will be governed by the laws of the State of Colorado, excluding that body of law concerning conflict of laws. Any legal action or proceeding relating to this Agreement will be instituted in a federal or state court in Denver, Colorado. Each party agrees to submit to the jurisdiction of, and agrees that venue is proper in, these courts in any such legal action or proceeding.

10.10 Export Both parties agree to comply with all U.S. and other relevant export laws and regulations.

10.11 Injunctive Relief. It is expressly agreed that any use of Spectra Intellectual Property other than as expressly permitted in this Agreement shall cause irreparable harm to Spectra and that a remedy at law would be inadequate. Therefore, in addition to any and all remedies available at law, Spectra immediately may seek an injunction or other equitable remedies in the event of any threatened or actual violation of any provision of this Agreement relating to Spectra Intellectual Property or any use of Spectra Intellectual Property outside of the scope of this Agreement.

10.12 Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be binding as of the Effective Date, and all of which shall constitute one and the same instrument. Each such copy shall be deemed an original, and it shall not be necessary in making proof of this Agreement to produce or account for more than one such counterpart.

10.13 Entire Agreement This Agreement sets forth the entire agreement between the parties and shall govern all

work undertaken or performed by the parties in furtherance of the Program goals. This Agreement supersedes any previous or contemporaneous agreement, proposal, commitment, or representation, whether oral or written, and any other communications between the parties in relation to such subject matter. No modifications or amendments to this Agreement will be binding upon the parties unless made in writing and executed by authorized officials of each party. This Agreement does not constitute an offer by Spectra and it shall not be effective until signed by both parties. In addition, the terms of this Agreement shall control any conflicting, inconsistent, and/or additional standard terms or conditions on any purchase order, invoice or other document submitted by Participant, notwithstanding any provision to the contrary in any such document.

SPECTRA LOGIC CORPORATION

PARTICIPANT: _____

By: _____

By: _____

Date: _____

Date: _____

EXHIBIT A

License Grant and Restrictions

1.1. Use of Logo. Spectra hereby grants to Participant a worldwide, non-exclusive, nontransferable, personal, royalty-free right to use the Spectra Certified Logo as applicable as set forth in the applicable Master Agreement solely in connection with its membership in the Program or any promotion, marketing and distribution of Certified Participant Products respectively.

1.2. Reservation of Rights. All rights not expressly granted herein are reserved by Spectra. Participant acknowledges that nothing in this Logo License shall give it any right, title or interest in the Spectra Logos other than the license rights granted herein.

1.3. License Restrictions & Guidelines. Participant agrees to comply with the requirements of this Section 1.3, the Spectra Trademark Usage Guidelines available through the Spectra Developer Program web site, and any restrictions set forth in the Spectra Developer Program Guide. Spectra may amend the Trademark Usage Guidelines from time to time upon reasonable written notice to Participant. Failure to comply with any provision of this Section 1.3 or the Trademark Usage Guidelines shall be considered a material breach of this Agreement.

1.3.1. The Spectra Certified Logo may be used only in connection with the promotion, marketing and distribution of a Certified Participant Product that is published by Spectra on a Certification List. In the event a Participant Product is removed from the Certification List, Participant may not use the Spectra Certified Logo with the Participant Product until Spectra has re-established Certification and has re-placed the Participant Product on the Certification List.

1.3.2. Participant must identify the Spectra Logo as a trademark of Spectra with each usage by displaying the following legend to accompany the most prominent use of the Spectra Logo on any document or item: "Spectra and the Spectra Logo are trademarks or registered trademarks of Spectra Logic Corporation or its affiliates in the U.S. and other countries."

1.3.5. The Spectra Logo may not be used in connection with the promotion, marketing or distribution of any non-qualifying product or in connection with any service offered by Participant.

1.3.6. Participant must comply with all obligations set forth in any agreement between Participant and Spectra regarding notification of changes to a Participant Product or to any product included within the applicable Configuration. Participant will immediately inform Spectra in the event that Participant becomes aware of any information that might lead a reasonable person to question the accuracy of any representation made by Participant relating to Certification or any assumption made or conclusion drawn in the performance of testing.

1.3.7. The Spectra Logo is not to be altered and must be reproduced from artwork supplied by Spectra. The Spectra Logo is not to be used in conjunction with any other mark or design, i.e., the Spectra Logo must stand alone in terms of the commercial impression generated by the particular usage.

1.3.8. Participant must exercise care in the use of the Spectra Logo so as not to indicate to the public that Participant is a division or affiliate of Spectra or otherwise related to Spectra, or that the Participant Product is produced or has been tested (other than with respect to Certification, as applicable), approved or endorsed by Spectra.

1.3.9. Participant may not adopt, use or register as its own product, service or domain name, trademark, or service mark any word(s) or design(s) confusingly similar to the Spectra Logo.

2. Quality, Inspection & Approval

2.1. Quality. Participant agrees to maintain the quality of a Certified Participant Product used in conjunction with the Spectra Logo at a level that meets or exceeds the quality of the Certified Participant Product at the time of approval.

2.2. Inspection. Upon reasonable notice, Participant shall provide or make available to Spectra samples of Certified Participant Products in order that Spectra may monitor Participant's compliance with the terms of this Addendum.

2.3. Packaging. Participant shall, upon request, provide to Spectra specimens of packaging, brochures or advertising materials demonstrating Participant's use of the Spectra Logo for review by Spectra.

2.4. Cure. Participant shall remedy any deficiencies in its use of the Spectra Logo, its conformance to the Spectra Trademark Usage Guidelines, and/or the quality of Certified Participant Products, upon reasonable notice from Spectra.

Audit. Spectra may, upon reasonable notice to Participant, conduct an audit or inspection to verify Participant's compliance with the terms of this License.

3. Legal Rights & Protection Of Interest

3.1. Ownership. Participant acknowledges Spectra's ownership of the Spectra Logo. Participant will employ its best efforts to use the Spectra Logo in a manner that does not derogate from Spectra's rights in the Spectra Logo. Participant will take no action that will interfere with or diminish Spectra's rights in the Spectra Logo. Participant agrees that all use of the Spectra Logo by Participant will inure to the benefit of Spectra.

3.2. Unauthorized Use. In the event that Participant becomes aware of any unauthorized use of the Spectra Logo by third parties, Participant agrees to notify Spectra promptly and to cooperate fully, at Spectra's expense, in any enforcement of Spectra's rights against such third party. Nothing contained in this Section 3.2 shall be construed to require Spectra to enforce any rights against a third party or to restrict Spectra's rights against a third party or to restrict Spectra's right to license or consent to such a third party's use of the Spectra Logo. Any monetary settlement or judgment obtained by Spectra shall belong exclusively to Spectra.

4. Termination

4.1. Termination. Upon the failure of the Participant to remain in full compliance with all the terms of this Logo License, Spectra may terminate this Logo License or the right to use the Spectra Logo with respect to all Certified Participant Products or any individual Certified Participant Product at any time effective upon receipt of notice of termination. If, in Spectra's opinion, the failure is capable of cure, Spectra will provide Participant with a thirty (30) day period in which to cure the breach prior to termination.

4.2. Effect of Termination. Upon termination of this Logo License all rights and licenses granted hereunder shall end and Participant shall immediately cease use of the Spectra Logo, and shall cease to represent to any third party that its products are in compliance with the requirements of Spectra's Certification testing procedures. In the event of termination, neither party shall be responsible to the other for any costs or damages resulting from the termination. Participant's obligations under the provisions of Sections 1.3.8, 1.3.9, 5.1 and 6.1 of this Spectra Logo Trademark License shall remain in force, notwithstanding its termination.

5. Exclusion Of Warranty

5.1. ALL EXCLUSIONS OF WARRANTIES AND LIMITATIONS OF LIABILITY SET FORTH IN THE MASTER AGREEMENT APPLY TO ANY WORK PERFORMED PURSUANT TO THIS OR ANY OTHER ADDENDUM TO THAT AGREEMENT.

6. Indemnification

6.1. Participant shall defend, indemnify, and hold harmless Spectra from and against all liabilities, claims, costs, fines, and damages of any type (including attorneys' fees) arising out of or in any way related to (i) Participant's use of the Spectra Logo in breach of this License or (ii) the Certified Participant Product, including product defects or the development, marketing, sale, distribution, or support of any such product.