

This Test Schedule No. 1 ("Schedule") is placed under and governed by the terms and conditions of the Testing Addendum, effective _____ (the "Addendum"), to the Spectra Logic BlackPearl Certification Program Agreement (the "Master Agreement"), effective _____, entered into by and between Spectra Logic Corporation on behalf of itself and its affiliates and the Participant identified below. The effective date of this Schedule shall be the date of last signature below (the "Effective Date"). Unless otherwise specified herein, all capitalized terms shall have the meaning set forth in the Addendum or Master Agreement.

1. Participant Information

A. Delivery Information: Location:

Participant:	COMPANY NAME
Address:	STREET CITY, STATE, ZIP, COUNTRY
Shipping Contact:	NAME
Address:	STREET CITY, STATE, ZIP, COUNTRY

B. Participant Primary Contact Engineer

Name:	NAME
Address:	STREET CITY, STATE, ZIP, COUNTRY
Phone:	PHONE NUMBER
Email:	EMAIL

3. Spectra Product:

Spectra BlackPearl

The Spectra Product is indicated here for reference only. No license to the Spectra Product is granted under this Schedule. Limited use licenses for the Spectra Product are available as specified in the Master Agreement.

4. Participant Product & Loan:

A. Participant Product:

INSERT PARTICIPANT PRODUCT NAME

B. Participant Product Description:

INSERT BRIEF DESCRIPTION OF PARTICIPANT PRODUCT

C. Loan Terms

Length of Loan: Perpetual loan

Additional Participant Requirements: Subject to Section 3.3 ("Participant Product") of the Addendum, Participant will provide to Spectra either (1) loan of Participant Product in either virtual machine or physical hardware.

In the event that Participant provides Spectra with a virtual machine (VM) or physical hardware (HW)/software (SW) formats, the following terms will apply:

- Participant will loan the Participant Product to Spectra on a perpetual basis for ongoing testing, development, pre-sales and support purposes at no cost to Spectra.
- Participant will ship the Participant Product to a Spectra facility designated by Spectra.
- Participant will provide documentation, technical support, maintenance and all relevant software upgrades and updates for the Participant Product at no cost to Spectra.
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C. License Grant:

1 License Grant to Spectra Participant hereby grants Spectra a limited, royalty-free right and license to the Participant Product to demonstrate to customers and prospective customers the interoperability of the Spectra Licensed Product and the Participant Product.

2. License Grant to Participant. Subject to the limitations set forth in Section 4 ("License Limitations") of the Master Agreement and any similar limitations in the Addendum, Spectra grants to Participant the limited, royalty-free right to use any Spectra test tool(s) or procedures that may be provided by Spectra under this Schedule, for the purposes of allowing Participant to perform its obligations under this Schedule.

5. Testing Services: Upon the payment by Participant of the applicable testing fees, Participant shall be entitled to receive the following Testing Services from Spectra during the Schedule Term.

A. Certified Level

1. Verification of Self-Testing: Spectra will provide up to 2 Test Verifications per year for the Participant Product. The Configurations to be tested will be as specified in mutually agreeable, executed Test Verification Request Form(s). Upon Spectra' request, Participant shall provide a report detailing Participant's progress with respect to the interoperability testing. In addition, Participant shall promptly notify the Spectra technical contact listed in this Schedule above of any problems associated with any testing tools licensed under this Test Schedule and Participant shall, if requested by Spectra, provide a written report detailing such issues. A single Test Verification will consist of Spectra reviewing Participant's results from running the applicable Spectra Test Protocol with a particular Participant Product and providing a written response specifying the deficiencies, if any. Repeat verification of failed tests is no-charge up to three (3) repeats. Verifications beyond three (3) repeats shall constitute a new Test Verification for purposes of calculating the number of Test Verifications provided for under this Schedule. Any unused Test Verifications remaining at the end of each year during the Schedule Term shall be forfeited.

6. Engineering Support: Spectra will provide up to 20 hours of support per year to Participant to aid Participant in the testing process. Such support will be made available via electronic mail or website forums during regular business hours, Monday through Friday, 9 a.m. to 5 p.m. MST. Upon acceptance of a Test Request Form or Test Verification Request Form, the email alias or website forums URL through which support will be provided will be sent to Participant's PCE. Spectra may change this email alias at any time upon notice to Participant's PCE.

7. Term: Unless terminated earlier by either party pursuant to the terms of the Master Agreement or Addendum, the term of this Test Schedule shall be three (3) years from its Effective Date (the "Schedule Term"). Upon expiration or termination of this Schedule, Spectra will retain access perpetually to the Participant Product, either as an on-premise hardware and software configuration or through access to Participant's cloud storage service for the purposes of providing support to customers. Further, any Participant Product that has already been certified by Spectra prior to such expiration or termination will continue to be deemed certified.

8. Options to Acquire Additional Testing Services:

A. Test Verifications. During the Schedule Term, Participant may purchase additional Test Verifications for a fee of \$2,000 per Test Verification by submitting a purchase order to Spectra for such Test Verifications. Spectra may choose to waive this fee at its discretion. Participant's purchase order shall be subject to acceptance by Spectra pursuant to the terms of this Agreement and no additional or alternatives terms set forth on such purchase order shall be of any force or effect. Upon acceptance of the purchase order by Spectra, Participant shall then have the right to use the Test Verifications, subject to the process set forth herein regarding submission of Test Verification Request Forms. Any unused Test Verifications remaining at the end of each year during the Schedule Term shall be forfeited. Participants already Certified that are wishing to re-Certify new versions of their Participant Product can purchase these additional Test Verifications for the purpose of re-Certification.

C. Option to acquire Additional Engineering Support. During the Schedule Term, Participant may purchase additional hours for use at a fee of \$250 per hour by submitting a purchase order to Spectra for such Incidents/hours, with a minimum order of 10 hours. Participant's purchase order shall be subject to acceptance by Spectra pursuant to the terms of this Agreement and no additional or alternatives terms set forth on such purchase order shall be of any force or effect. Upon acceptance of the purchase order by Spectra, Participant shall be entitled to use the additional hours of support, subject to the terms for such support set forth in this Schedule. Any hours remaining unused at the end of each year during the Schedule Term shall be forfeited.

9. Fees & Payments:

A. Fees: As of the Effective Date, fees for the products and Testing Services provided under this Schedule as of the Effective Date of this Schedule shall be \$10,000. Spectra may choose to waive this fee at its discretion.

B. Payment Terms. The initial fees due under this Schedule are due as of the Effective Date of this Schedule and payable within 30 days of date of invoice. All other fees due under this Schedule shall be due and payable within 30 days of date of invoice.

10. Additional Terms:

A. Testing Contact: In the event that Spectra performs testing on the Participant Product, Participant will designate a testing contact who will be available via phone and electronic mail to answer any questions about the Participant Product, and to help resolve any problems specific to the Participant Product experienced during the testing.

B. Technical Requirements: Participant is required to provide the following:

- Network troubleshooting tools for the Participant Product, if available (e.g. measure packet loss)
- Requirements for maximum sustainable packet loss, if any
- Documentation of best practices for network tune-up, TCP/IP tune-up and buffer settings

C. Training: The parties agree that for the purposes of this Schedule, Section 5 (Training) of the Addendum shall not apply, is hereby deleted in its entirety.

11. General:

This Schedule, the Addendum and the Master Agreement set forth the entire agreement between the parties with respect solely to the subject matter hereof. This Schedule 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 Schedule will be binding upon the parties unless made in writing and executed by authorized officials of each party. This Schedule does not constitute an offer by Spectra and it shall not be effective until signed by both parties. In the event of any conflict between (a) this Schedule, and (b) the Addendum and/or the Master Agreement, the terms of this Schedule shall control.

IN WITNESS WHEREOF, the parties have caused this Schedule to be executed by their authorized representatives as of the date below.

SPECTRA LOGIC CORPORATION	PARTICIPANT: _____
By:	By:
Name:	Name:
Title:	Title:
Date:	Date:
Address: 6285 Lookout Rd, Boulder, CO 80301	Address: