

Spectra Logic BlackPearl Certification Program Testing Addendum

This Testing Addendum and its Exhibits and Schedules (the "Addendum") is placed under and incorporated by reference into 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 Addendum shall be the date of last signature below (the "Effective Date"). This Addendum will allow Participant to perform tests as specified herein. Unless otherwise specified herein, all capitalized terms shall have the meaning set forth in the Master Agreement.

1 DEFINITIONS

1.1. **"Participant Product"** means, for purposes of this Addendum, the product owned or distributed by Participant identified on each Test Schedule.

1.2. **"Test Schedule"** or **"Schedule"** shall mean a form, similar to the form attached hereto as Exhibit A, in which the parties specify the Licensed Software, the Testing Services, the fees due under the Schedule and any other relevant terms.

2 FEES

2.1. Participant shall pay the applicable fees, if any, set forth in mutually executed Test Schedules placed under this Addendum.

3 TESTING PROCESS & PROCEDURES.

3.1. **Spectra Verification.** The provisions of this Section 3.1 shall apply where the Schedule specifies Participant shall perform testing and Spectra has agreed to verify the test results.

3.1.1. **Participant Testing Procedures.** Self-testing shall occur at Spectra Logic's site in Boulder, Colorado, USA. Participant is responsible for all costs associated with delivering Participant Product to Spectra Logic site. Participant shall be responsible for testing the Participant Product in the agreed upon Configuration using the applicable Test Protocol(s). Participant shall access Participant Product remotely or travel to Spectra Logic site for testing, as determined by Spectra Logic. All travel expenses shall be paid for by Participant.

3.1.2.

3.1.3. **Spectra Verification.** As specified in each Schedule, Spectra will conduct a certain number of Test Verifications for Participant, upon the payment of the applicable fees. Spectra will provide a response to Participant after the verification is complete. If Spectra is unable to verify that the Participant Product is Certified, Spectra will specify in writing the deficiencies in the Participant test results.

3.2. **Testing Contacts.** Participant will appoint a point of contact ("Primary Contact Engineer" or "PCE") on each Test Schedule for resolution of bugs or other problems encountered by either party during testing of a Configuration. The PCE will make commercially reasonable efforts to respond to Spectra within one business day of a technical issue or bug concerning the testing of Participant Product, and will use commercially reasonable efforts to provide a resolution of the problem or a plan to resolve the problem, including a schedule and regular status reports.

3.3. **Participant Product.** Unless otherwise specified on an applicable Schedule, Participant will provide Spectra with the Participant Products to be used (i) in conjunction with the Testing Services, (ii) in the support of mutual customers, and/or (iii) for demonstrations of such Participant Products' interoperability with the Spectra Product to customers, during the term of the applicable Schedule and any Residual Term thereafter. Upon delivery of such Participant Products to Spectra, Participant shall be deemed to have granted Spectra a royalty-free, perpetual (if expressly set forth in an applicable Schedule), worldwide, non-exclusive license to use such Participant Products in accordance with this Section. Such Participant Products will be provided at no charge to Spectra. The liability of Spectra for

loss or damage to such Participant Products shall be limited to the actual cost to Participant to replace the Participant Product.

4 LICENSE GRANT

4.1. **Scope.** Subject to the limitations set forth in Section 4 ("License Limitations") of the Master Agreement, Spectra grants Participant the limited, royalty-free right to use the Licensed Software specified on a Schedule on the Designated System specified on each Test Schedule. Participant's use of the Licensed Software shall be limited to testing interoperability of the Participant Product identified on the particular Schedule with the Spectra Product identified on that Schedule.

4.2. Validated Logos.

4.2.1. **Certified Logo.** With respect to a Certified Participant Product included on the Certification List, Participant may use the Certified Logo in accordance with the Logo License for so long as the Certified Participant Product remains on the Certification List. The permission set forth in this Section only applies to the specific version of Participant Product that has been submitted to testing under Section 3.2 or 3.3 and confirmed as Certified by Spectra as part of the Configuration approved by Spectra.

5 TRAINING

If requested by Spectra, Participant will provide Spectra with product training on the Participant Product being tested during the testing period.

6 CERTIFICATION LISTS

6.1. **Certification List.** In the event Spectra publishes a Certification List, Spectra will use commercially reasonable efforts to list any Certified Participant Products on the Certification List. Participant may direct customers and other interested parties to the Spectra website where the Certification List is maintained. Spectra shall have no obligation to maintain, promote or otherwise market the Certification List. SPECTRA RETAINS THE RIGHT TO REFUSE TO LIST ANY PARTICIPANT PRODUCT ON THE CERTIFICATION LIST THAT DOES NOT MEET CERTIFICATION REQUIREMENTS. SPECTRA MAY REVOKE CERTIFICATION STATUS AT ANY TIME IF A PARTICIPANT PRODUCT NO LONGER MEETS CERTIFICATION CRITERIA OR IF PARTICIPANT BREACHES THIS ADDENDUM. IN THE EVENT A PARTICIPANT PRODUCT IS REMOVED FROM THE CERTIFICATION LIST, SPECTRA SHALL HAVE THE RIGHT TO NOTIFY THIRD PARTIES.

6.2. **Marketing Efforts.** Spectra is under no obligation to promote or distribute any product of Participant.

7 EXCLUSION OF WARRANTY

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

8 INDEMNITY

8.1. Participant agrees to indemnify and hold Spectra harmless from any claims or damages (inclusive of Spectra' attorneys' fees) made against Spectra as a result of negligence, misrepresentation, or error or omission on the part of Participant or representatives of Participant.

9 TERM AND TERMINATION

9.1. Term. The Term of this Addendum shall be the same as the Master Agreement, unless otherwise terminated as provided herein.

9.2. Termination. This Addendum and/or any Schedule under this Addendum that is still in effect may be terminated by either party with or without cause at any time upon thirty (30) days written notice to the other party. In addition, if either party materially breaches this Addendum and/or any Schedule, and fails to correct the breach within thirty (30) days following written notice specifying the breach then the non-defaulting party may terminate this Addendum or the applicable Schedule after expiration of such cure period, upon written notice of termination to the defaulting party. Such notice shall be effective upon receipt.

9.3. Effect of Termination. Sections 7 ("Exclusion of Warranty") and 8 ("Indemnity") shall survive any termination of this Addendum. If Spectra or Participant terminates this Addendum or a Schedule pursuant to Section 9.2 (Termination) then Spectra shall have no further obligations, as of the date this Addendum or such Schedule is terminated, as applicable (the "Termination Date") to (i) provide services under any Schedules then still in effect under the terminated Addendum or (ii) to provide services under the terminated Schedule. Termination of this Addendum shall result in automatic termination of all outstanding Schedules as of the Termination Date and there shall be no obligation on the part of the terminating party to provide individual termination notices for all such Schedules. If Spectra terminates

this Addendum or the applicable Schedule(s) for convenience and without cause Spectra shall refund to Participant on a pro-rata basis the applicable fee(s) paid for the then-current term under such applicable Schedule(s) under this Addendum provided that (i) the term for the applicable Schedule(s) has not ended as of the Termination Date and (ii) Participant has paid the required fee under the applicable Schedule in full or has paid the required fee in an amount that when calculated on a pro-rata basis starting from the effective date of the applicable Schedule up to the Termination Date results in excess fees paid to Spectra less any interest due to Spectra for any outstanding balances. Termination of this Addendum or a Schedule shall not relieve Participant of its obligation to pay all fees accrued as of the date of such termination.

10 GENERAL

This Addendum and the Master Agreement set forth the entire agreement between the parties with respect solely to the subject matter hereof. This Addendum 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 Addendum will be binding upon the parties unless made in writing and executed by authorized officials of each party. This Addendum 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 this Addendum and the Master Agreement, the terms of this Addendum shall control.

IN WITNESS WHEREOF, the parties have caused this Addendum 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:	Address: