

Contracts

The Product Terms and Conditions – [North America](#), [EMEA](#), [Asia-Pacific/Japan](#), [Master Services Agreement](#), and [Master License Agreement](#) set forth the terms and conditions governing the purchase of Spectra products, the provision of services by Spectra, and licensing of software. Previously executed purchase, support, and license agreements setting forth terms of purchase and/or license of products, and/or services from Spectra by end user purchasers (“Customer”) in effect at the time of purchase will take precedence over these Terms and Conditions. Otherwise, Spectra’s assent to any agreement between Spectra and Customer for any sale of license of products or services in connection with a Spectra Sales Quote (“Quote”) is expressly conditioned on Customer’s assent to the terms and conditions of the agreements referenced above. Customer’s assent will be conclusively presumed if Customer responds by issuance of a purchasing document. Any different, conflicting, or additional terms in Customer’s purchasing document are objected to and deemed rejected unless expressly approved in writing by an executive officer of Spectra and Customer.



This Agreement is entered into as of the date last written below by and between **Spectra Logic Corporation**, a Delaware corporation, with a place of business at 6285 Lookout Road, Boulder, CO 80301 ("Spectra") and the party whose legal name and address are set forth below ("Purchaser").

1. Prices, Terms and Delivery.

(a) Purchaser may order Spectra products by issuing a purchase order that identifies Spectra products ("Products") at an agreed-upon price. If Purchaser is eligible for credit, the total amount due shall be paid not later than thirty days after shipment. Purchaser shall remit sales and use tax, if any, on the purchase price. Spectra may suspend all services and shipments until Spectra receives payment in full.

(b) Spectra will use its reasonable best efforts to meet any scheduled shipment date. However, Spectra will not be liable for shipping delays other than willful misconduct. Shipment shall be FOB Boulder, CO.

2. Warranty.

(a) Spectra warrants that Spectra has good title to the Products and that the Products shall operate in accordance with published specification. The warranty period shall start on the ship date and shall continue for a period certain depending on the Product(s) purchased. The Spectra website may be viewed for warranty terms, conditions and details. If failure of a Product results from accident, abuse or misapplication, no warranty applies. Any replacement Product will be warranted for remainder of the original warranty period or 30 days, whichever is greater. Spectra will defend, settle and indemnify Purchaser with respect to any claim made or any suit or proceeding brought against Purchaser based on an allegation that the Products standing alone infringe a patent or copyright. Spectra will provide a reasonable means to remedy an infringement through product modifications or granting Purchaser a credit on Products.

(b) **THERE IS NO OTHER WARRANTY, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, NO ORAL OR WRITTEN INFORMATION GIVEN BY SPECTRA, ITS AGENTS OR EMPLOYEES SHALL IN ANY WAY INCREASE THE SCOPE OF THE WARRANTY.**

(c) **NEITHER PARTY SHALL BE LIABLE FOR ANY INDIRECT, CONSEQUENTIAL, OR INCIDENTAL DAMAGES, INCLUDING DAMAGES FOR LOSS OF BUSINESS PROFITS, BUSINESS INTERRUPTION, LOSS OF BUSINESS INFORMATION, AND THE LIKE, ARISING OUT OF THE USE OF OR INABILITY TO USE SUCH PRODUCTS EVEN IF SUCH OTHER PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND REGARDLESS OF WHETHER ANY ACTION OR CLAIM IS BASED ON TORT, CONTRACT, STRICT LIABILITY, PRODUCT LIABILITY OR OTHER LEGAL THEORY.**

(d) Spectra uses new or equivalent to new products in all new products sold.

3. **Support Services.** Purchases of support Services on the Product shall be made in accordance with the standard Spectra Warranty and Hardware Support Agreement, a copy of which will be made available upon request or obtained from the Spectra website.

4. **General.** The Products may contain software and firmware that is owned by or licensed to Spectra. The software and firmware is licensed hereunder and is not sold. Purchaser shall not reverse engineer, decompile or disassemble the software or firmware. The terms and conditions contained herein constitute the entire agreement of the parties and supersede all prior and subsequent written and oral agreements and understandings relating to the subject matter hereof and shall govern and control over any standard printed terms and conditions which may be contained on quotations, orders, acknowledgments, invoices or other standard forms exchanged by the parties with respect to the Products. None of the provisions of this Agreement may be amended without the written consent of both parties. All Product sales are subject to compliance with any applicable export or import regulations, laws, regulations or rulings of governmental authorities. This Agreement shall be governed by and construed in accordance with the laws of the State of Colorado, U.S.A.