



CUSTOMER PURCHASE AGREEMENT

THIS AGREEMENT is made on the date a purchase order is issued (“Effective Date”).

PARTIES:

- 1. Spectra Logic Europe, Ltd. of 329 Doncastle Road, Bracknell, United Kingdom RG12 8PE (“Spectra”)**
- 2. The purchaser described (“Purchaser”) in the Spectra Quote (“the Quote”)**

RECITALS:

- A. Spectra supplies the goods described in the Quote provided to Purchaser**
- B. Spectra sells and Purchaser buys the products on the terms and conditions set forth in this agreement**

THE PARTIES AGREE:

1. Prices, Terms and Delivery.

Purchaser may order Spectra products by issuing a purchase order that identifies Spectra products (“Products”) at an agreed-upon price. If Spectra determines (in its absolute discretion) that Purchaser is eligible for credit, Spectra may elect to accept the purchase order (by notice in writing to the Purchaser or by proceeding to ship Products to the Purchaser). The total amount due shall be paid by Purchaser not later than forty-five (45) days after the shipment date. Subject to the provisions of this Agreement, Purchaser shall remit all applicable taxes. Spectra may, in its sole discretion, suspend all services and shipments until Spectra receives payment in full. Spectra will use its reasonable efforts to meet any scheduled shipment date. However, Spectra will not be liable for shipping delays other than those strictly due to, and to the extent caused by, its willful misconduct. Shipments are FCA, Boulder, Colorado, USA and title transfers upon delivery to the carrier.

2. Warranty and Limitation of Liability.

(a) Spectra warrants that it has good title to the Products and that the Products shall operate in accordance with published specifications. The warranty period shall start on the shipment date and shall continue for a period, the length of which depends on the Product(s) purchased. The Spectra website, as updated from time to time, sets out applicable warranty terms, conditions and details (including the length of applicable warranty period). If failure of a Product results from accident, abuse or misapplication by Purchaser or any third party, no warranty applies. Any replacement Product provided by Spectra under this warranty will be warranted for the greater of the remainder of the original warranty period or thirty (30) days from shipment of the replacement. Spectra will defend, settle and indemnify Purchaser with respect to any final judgment or award relating 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. Subject to Purchaser providing Spectra with prompt notice and full control of such claim and all information reasonably requested by Spectra, Spectra will use reasonable efforts to modify or replace the relevant Product with a non-infringing substitute.

(b) To the extent permitted by applicable laws and regulations, the Products and all related documentation are provided by Spectra "as is" and Spectra disclaims all warranties, conditions and other obligations of any kind, either expressed or implied, including, but not limited to, the implied warranties of merchantability, fitness for a particular purpose, or warranties arising from a course of dealing, usage, or trade practice.

(c) Nothing in this Agreement shall limit or exclude Spectra’s liability for (i) death or personal injury resulting from its negligence, (ii) fraud, or (iii) any other liability to the extent that it may not be limited or excluded by law.

(d) Subject to Section 2(c), Spectra shall not be liable to Purchaser, whether in contract, tort (including negligence), for breach of statutory duty or otherwise, for (i) any indirect, special, consequential or incidental damages, or (ii) any loss of profits or revenues, costs of replacement products, loss or damage to data arising out of the use or inability to use any Product, even if Spectra had been advised of the possibility of such damages.

(e) Subject to Section 2(c), Spectra’s total liability to Purchaser, whether in contract, tort (including negligence), for breach of statutory duty or otherwise, shall not exceed the amount paid by Purchaser to Spectra for the product at issue.

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

3. **Support Services.** Purchases of support services by Purchaser shall be made in accordance with the standard Spectra Logic Corporation Master Services Agreement at www.spectrallogic.com/legal.
4. **WEEE.** Purchaser acknowledges that a Product may constitute “electrical and electronic equipment” for the purposes of Directive 2002/96/ EC of the European Parliament and the Council on Waste Electrical and Electronic Equipment (“WEEE”) (as amended) and as such must be disposed of in accordance with any applicable WEEE regulations. Purchaser warrants and agrees that it shall be responsible for financing the costs of disposal of WEEE in accordance with such regulations. Purchaser shall indemnify Spectra from and against all costs, claims, losses, liabilities, expenses and demands arising from or in respect of any breach by Purchaser of the foregoing.
5. **General.** The Products may contain software and firmware that is owned by or licensed to Spectra. The software and firmware is licensed hereunder strictly for the purposes of the Purchaser’s receipt and use of the Products in accordance with this Agreement, and is not sold. Purchaser shall not reverse engineer, decompile or disassemble the software or firmware. The terms and conditions contained herein represent the entire agreement of the parties and supersede and extinguish all prior written and oral agreements, representations, statements and understandings relating to the subject matter hereof. Each party acknowledges and agrees that it has not been induced to enter into this Agreement by any representation or warranty other than those contained in this Agreement and, having negotiated and freely entered into this Agreement, agrees that it shall have no remedy in respect of any other representation or warranty, except in the case of fraud. Each party acknowledges that its legal advisers have explained to it the effect of the foregoing. None of the provisions of this Agreement may be amended without the written consent of both parties. All sales of Product(s) by Spectra are subject to compliance with any applicable export or import regulations, laws, regulations or rulings of governmental authorities. This Agreement does not create any right or benefit enforceable by any person not a party to it (within the meaning of the UK Contracts (Rights of Third Parties) Act 1999). ANY DISPUTE ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT SHALL BE SETTLED BY BINDING ARBITRATION IN ACCORDANCE WITH THE RULES AND REGULATIONS OF THE LONDON COURT OF INTERNATIONAL ARBITRATION. THE SITE OF ARBITRATION WILL BE LONDON, ENGLAND. This Agreement and any non-contractual obligations arising from or in connection with it or its subject matter or formation shall be governed by and construed in accordance with the laws of England and Wales. In relation to any legal action or proceedings arising out of or in connection with this Agreement or its subject matter or formation (whether arising out of or in connection with contractual or non-contractual obligations) (“Proceedings”), each party irrevocably submits to the exclusive jurisdiction of the courts of England and Wales and waives any objection to Proceedings in such courts on the grounds of venue or on the grounds that Proceedings have been brought in an inappropriate forum.