

## PRODUCT TERMS AND CONDITIONS

**LAST UPDATED:** February 1, 2026

**PLEASE READ THESE PRODUCT TERMS AND CONDITIONS CAREFULLY BEFORE USING ANY SPECTRA PRODUCTS OR SERVICES.**

### The Agreement

Your authorized purchase order (“Purchase Order”), together with these Product Terms and Conditions (the “Product Terms”) are, collectively, your agreement for the purchase and/or license of Spectra Products (the “Agreement”). Capitalized terms in this Agreement have the meanings in Exhibit A or in the Section in which they first appear in these Product Terms.

Submission of a written Purchase Order constitutes acceptance of this Agreement and creates a legally binding contract and governs any Spectra Products sold or licensed by Spectra Logic Corporation, a Delaware corporation with offices located at 6285 Lookout Road, Boulder, CO 80301 USA (collectively, “Spectra”), and Customer, as identified in the Quote.

### Acceptance of this Agreement

The Effective Date of this Agreement is date that Customer submits the Purchase Order. By issuing a Purchase Order, otherwise indicating acceptance of the Quote, allowing delivery of a Spectra Product or accessing or using any Spectra Product, Customer is accepting and agreeing to be bound by this Agreement. If you are entering into this Agreement on behalf of a company or other legal entity, you represent that you have the authority to bind that entity to the terms and conditions of this Agreement. In such a case, “Customer” refers to that entity and any Affiliates if noted on the Quote. **If you do not agree to the terms on the Quote or these Product Terms, do not sign the Quote, send a Purchase Order or otherwise accept a Quote and do not access or use any Spectra Product.**

This Agreement prevails over any of Customer’s terms and conditions of purchase regardless of whether or when Customer has submitted its Purchase Order or other similar document. Fulfillment of Customer’s order does not constitute acceptance of any of Customer’s terms and conditions and does not serve to modify or amend this Agreement.

### Spectra Products Purchased From Authorized Resellers

Customer is purchasing these Spectra Products from an Authorized Reseller. While these Product Terms govern the provision and Customer’s use of the Spectra Products, these Product Terms do not cover payment obligations. Customer’s payment obligations for the Spectra Products will be as agreed directly by Customer and the Authorized Reseller.

1. **DEFINITIONS.** Capitalized terms have the meanings in Exhibit A or in the Section in which they first appear in these Product Terms.
2. **SCOPE.** These Product Terms set forth the terms governing the following: (a) the sale of Hardware, Parts, Accessories and Spectra Certified Media; (b) the licensing of Software; (c) the provision of Professional Services; (d) the provision of Support Services; and (e) the provision of Hybrid Solutions. Customer is responsible for determining which Spectra Products best meet its needs. All or part of the Spectra Products sold or licensed under this Agreement may be provided by an Affiliate of Spectra.
3. **PURCHASE AND SALE OF SPECTRA PRODUCTS**
  - 3.1 **ORDERS.**

- (a) **Quotes.** Each Quote expires thirty (30) calendar days following the date of the Quote unless otherwise set forth on the Quote (the “**Effective Period**”). Spectra, in its sole discretion, may extend the expiration date of the Quote.
  - (b) **Acceptance.** An accepted Quote is referred to as an “Order.” Customer accepts a Quote by issuing a Purchase Order, otherwise indicating acceptance of the Quote (such as an email accepting the terms), allowing delivery of a Spectra Product or accessing or using any Spectra Product. If Customer accepts a Quote following the expiration date, that Order will be effective and form part of this Agreement unless Spectra notifies Customer that the Order is rejected.
  - (c) **Orders.** All Orders are subject to final review and acceptance by Spectra.
  - (d) **Customer Purchase Orders.** Customer waives, and Spectra rejects, any additional or inconsistent terms included on Customer’s Purchase Orders, vendor forms, supplier registration portal(s), or otherwise submitted or referenced by Customer, and those terms will not apply to Spectra or any Spectra Products. If any terms and conditions in a Quote are inconsistent with these Product Terms, the terms and conditions in the Quote will govern.
- 3.2 **CHANGES TO ORDERS.** Customer may request changes to any Order up to thirty (30) days prior to the scheduled date of Delivery, including, without limitation, changes to the shipping or packaging instructions, increases in the quantity of Spectra Products and schedules for the delivery of Spectra Products. However, Customer may not cancel the Order. Spectra will notify Customer if any requested change causes an increase or decrease in the Purchase Price, Freight Fees or delivery schedule of the Spectra Products, and the parties will agree in writing upon any equitable adjustments to the price and schedule of the Order.
- 3.3 **REGULATORY APPROVAL.** Customer understands that each Order may be subject to regulatory review. Notwithstanding anything to the contrary in this Agreement, Spectra reserves the right to reject or terminate any Order upon notice via e-mail and without penalty if Spectra, in its sole discretion, determines that it is prohibited by law from fulfilling the order.
- 3.4 **CANCELLATION.** Spectra reserves the right to cancel any Order and/or refuse or delay delivery of Spectra Products in accordance with the Disputes Clause (Contracts Dispute Act), if:
- (a) Customer fails to make any payment as provided in this Agreement or under the terms of payment applicable to any Order;
  - (b) Customer fails to meet reasonable credit or financial requirements established by Spectra, including any limitations on allowable credit;
  - (c) Customer otherwise fails to comply with the terms and conditions of this Agreement; or
  - (d) circumstances prevent Spectra from shipping any order by the requested delivery date.
- 3.5 **NEW PRODUCTS.** All Spectra Products sold are new and unused.
- 3.6 **THIRD-PARTY PRODUCTS.** Third-Party Products are subject to the terms of use accompanying the product or otherwise distributed by the third-party. Third-Party Product documentation may be available at [www.spectralogic.com](http://www.spectralogic.com). Spectra makes no representations or warranties regarding Third-Party Products and has no obligation to Customer for the support or maintenance of any Third-Party Product. See Section 6.9 for additional terms regarding third-party components and software.

#### 4. FULFILLMENT

4.1 **PACKAGING AND LABELING.** Where applicable, Spectra will pack, mark and ship Spectra Products in accordance with applicable law and industry standards and will provide Customer with shipping documentation showing the order number, Spectra's identification number for the subject Spectra Products, the quantity of items in the shipment, the number of cartons or containers in shipment, Spectra's name, the bill of lading number and the country of origin.

4.2 **SHIPPING ARRANGEMENTS.** Spectra will arrange for shipment of Hardware, Accessories and Spectra Certified Media and will select the method of transportation and the carrier, in its reasonable discretion, unless Customer notifies Spectra in writing at least five (5) business days prior to the scheduled shipment date that Customer elects to use its own carrier. In such case, Customer is responsible for coordinating with the designated carrier and ensuring timely pickup consistent with Spectra's shipping schedule. Customer must provide Spectra with all information needed for the shipment of Spectra Products at least two (2) business days prior to the scheduled date of shipment, except when shipping is via FCA (see Section 4.4(a)) in which case Customer must arrange for all required licenses before providing a date of shipment and provide Spectra with all information needed for shipment at least five (5) business days prior to the date of shipment.

4.3 **RESERVED.**

4.4 **DELIVERY TERMS AND RISK OF LOSS.**

(a) Hardware, Parts, Accessories and Spectra Certified Media.

- (i) Shipping Term and Delivery. If Spectra arranges shipping, the Spectra Products will ship in accordance with the following Incoterms (Incoterms 2020, as published by the International Chamber of Commerce) based on the delivery destination:
- For shipments within the United States: FOB Destination (Customer's location). Delivery occurs when Spectra delivers the Spectra Products to the Destination.
  - For shipments to Australia, Canada, EU (excluding Switzerland) and UK: DDP Customer's location but with VAT deferred, where applicable. Delivery occurs when the Spectra Products are delivered to Customer's location.
  - For shipments to Switzerland and all other destinations not listed above: DAP Customer's location. Delivery occurs when the Spectra Products are delivered to Customer's location after Customer has arranged for import customs clearance including payment of duties, taxes and other related costs.
  - If Customer arranges shipping: FCA Origin (Spectra's facility in Boulder, CO). Delivery occurs when Customer's carrier picks up the Spectra Products from Spectra's facility in Boulder, CO.
- (ii) Title, Risk of Loss and Acceptance. Title (excluding all Intellectual Property Rights) and risk of loss in and to the Hardware, Parts, Accessories and/or Spectra Certified Media passes to Customer on Delivery. Hardware, Parts, Accessories and/or Spectra Certified Media are deemed to be accepted by Customer upon Delivery. However, any Defects in the Hardware, Parts, Accessories and/or Spectra Certified

Media may be covered by the limited warranty set forth in the Limited Warranty available at <https://spectralogic.com/limitedwarranty/>.

(iii) Security Interest. As collateral security for the payment of the Purchase Price of the Hardware, Parts, Accessories and Spectra Certified Media, and to the extent consistent with Federal law for instrumentalities of the United States, Customer grants to Spectra a lien on and security interest in and to all of the right, title and interest of Customer in, to and under the Hardware, Parts, Accessories and/or Spectra Certified Media, wherever located, and whether now existing or arising later or acquired from time to time, and in all accessions thereto and replacements or modifications thereof, as well as all proceeds (including insurance proceeds) of the foregoing. The security interest granted under this Section constitutes a purchase money security interest under the Colorado Uniform Commercial Code.

(b) Software.

(i) Delivery. Spectra will deliver Software pre-installed on Hardware or via electronic download. Spectra will notify Customer by email when the Software is available for download by Customer from the designated site. That email will also include license keys, instructions on how to download and install the Software. Customer will have fourteen (14) days from the date of notification to download the Software. If Customer is unable to download the Software or fails to download the Software within the 14-day period, Customer must notify Spectra immediately. Once the Software is installed, upgrades to Software, including additional Software capabilities, may be provisioned by Spectra remotely and accessed by Customer via a license key sent via email. Delivery of Software preinstalled on Hardware occurs on Delivery of the Hardware. Delivery of Software made available for electronic delivery occurs when the notification email is sent.

(ii) Title and Acceptance. All right, title and interest in and to the Software, including any enhancements, modifications or derivatives, remains with Spectra, including all Intellectual Property Rights. Spectra grants to Customer a license to use the Software as set forth in Section 6. All Software is deemed to be accepted upon Delivery. However, any Defects in the Software may be covered by the limited warranty set forth in the Limited Warranty available at <https://spectralogic.com/limitedwarranty/>.

(c) Documentation. Spectra will deliver the Documentation via electronic mail and/or make it available online at [www.spectralogic.com](http://www.spectralogic.com). All right, title and interest in and to the Documentation, including any enhancements, modifications or derivatives, remains with Spectra, including all Intellectual Property Rights.

4.5 **TIME OF DELIVERY**. Any delivery date set forth in a Quote is an estimate only. Spectra will not be liable if it does not deliver a Spectra Product on or before the delivery date set forth in the Quote. All Spectra Products are deemed to be accepted upon Delivery. Notwithstanding this acceptance, Customer retains all rights and remedies under the Limited Warranty.

4.6 **CUSTOMER'S ACTS OR OMISSIONS**. If Spectra's performance of its obligations under this Agreement is prevented or delayed by any act or omission of Customer or its agents, subcontractors, consultants or employees, Spectra will not be in breach of its obligations under this Agreement or otherwise liable for any costs, charges or losses sustained or incurred by Customer.

5. **HARDWARE, PARTS, ACCESSORIES AND SPECTRA CERTIFIED MEDIA.** The terms in this Section 5 apply to Hardware, Parts, Accessories and Spectra Certified Media.

5.1 **ENVIRONMENTAL SPECIFICATIONS.** The required operating environment and specifications for Hardware are set forth in the Documentation, as same may be revised by Spectra from time to time.

5.2 **SPECTRA CERTIFIED MEDIA.** Hardware is designed to work with Spectra Certified Media. To achieve the full functionality of the Hardware, Spectra Certified Media must be used. Spectra Certified Media is subject to the Spectra Certified Media Guarantee available at <https://spectralogic.com/mediaguarantee/>.

5.3 **TAPE LIBRARY GRAPHIC WRAPS.** If Customer purchases a decorative or custom graphic wrap for Hardware that is a tape library, Customer must provide Spectra with artwork that complies with Spectra's specifications ("Customer Artwork"). Customer grants to Spectra a license to use the Customer Artwork in Section 12.3.

5.4 **COMPLIANCE WITH WEEE DIRECTIVE AND OTHER EQUIPMENT DISPOSAL REQUIREMENTS.** To the extent required by applicable law, Customer assumes all responsibility for compliance with regulations governing the disposal of electric and electronic equipment where Customer is located. This includes the WEEE Directive if Customer is located within the European Union. Without limiting the foregoing, Customer will ensure proper collection, treatment, recovery and environmentally sound disposal of applicable Hardware, Parts and Accessories at end-of-life. Customer will indemnify and hold harmless Spectra from and against any fines, penalties, costs, or claims arising out of or related to Customer's failure to comply with these obligations or under applicable law.

6. **SOFTWARE.** The terms in this Section 6 apply to Software.

6.1 **LICENSE MODELS.** Spectra licenses Software on a perpetual or subscription (term) basis. The License Model is set forth in the Quote.

6.2 **LICENSE TERM.** The Initial License Term is set forth in the Quote. The Initial License Term will begin as follows:

- If the Software is preinstalled on Hardware and Spectra is providing installation services for the Hardware: upon completion of the Hardware installation;
- If the Software is preinstalled on Hardware and Spectra is not providing installation services for the Hardware: upon shipment of the Hardware
- If the Software is not preinstalled on Hardware and Spectra is providing installation services for the Software: upon completion of the Software installation.
- If the Software is not preinstalled on Hardware and Spectra is not providing installation services for the Software: On the date of Delivery of the Software as described in Section 4.4(b)

6.3 **RENEWALS OF SUBSCRIPTION SOFTWARE.** With respect to Subscription Software, upon expiration of the Initial License Term or any Renewal License Term, the subscription may be renewed for by Customer submitting a new Purchase Order.

6.4 **SUPPORT SERVICES.** Support Services are included in the Purchase Price for Subscription Software. For Software licensed on a perpetual basis, Support Services must be purchased separately.

- 6.5 **LICENSE GRANT.** Subject to and conditioned on Customer's payment of the Purchase Price and compliance with all terms and conditions of this Agreement, Spectra grants to Customer a non-exclusive, non-sublicensable and non-transferable license to use the Software and Documentation solely for the Permitted Use during the License Term.
- 6.6 **SCOPE OF LICENSED ACCESS AND USAGE LIMITS.** The scope of access and use may vary based on the Software and the licenses purchase by Customer. Use of a Software may be limited by number of users, number of servers, number of instances, storage capacity, concurrent jobs, capability, functionality (modules) and/or other licensing restrictions, as described in the Product Specification for each Software ("Usage Limits"). The Usage Limits that apply to the Software licensed by Customer will be set forth in the Quote. If Customer exceeds the Usage Limits, Customer understands and agrees that overage fees may apply and/or Customer may be required to purchase additional licenses to use the Software; Spectra's Authorized Reseller will invoice Customer for the applicable Purchase Price, and Customer agrees to pay the invoice in accordance with Section 10. Unless otherwise described in a Product Specification or the Quote, Customer may install, use and run one (1) copy of the Software on one library, gateway or computer at a Designated Site for use by up to that number of Authorized Users set forth in the Quote. Customer may make one (1) copy of the Software solely for testing, disaster recovery, or archival purposes. Any copy of the Software made by Customer: (a) will remain the exclusive property of Spectra; (b) will remain subject to this Agreement; and (c) must include all copyright and other Intellectual Property Rights notices contained in the original.
- 6.7 **USE RESTRICTIONS.** Except as expressly permitted by this Agreement, Customer will not, and will not permit any other Person to:
- (a) copy the Software, in whole or in part;
  - (b) modify, correct, adapt, translate, enhance, or otherwise prepare derivative works or improvements of any Software;
  - (c) rent, lease, lend, sell, sublicense, assign, distribute, publish, transfer or otherwise make available the Software to any third party;
  - (d) reverse engineer, disassemble, decompile, decode, or adapt the Software, or otherwise attempt to derive or gain access to the source code of the Software, in whole or in part;
  - (e) bypass or breach any security device or protection used for or contained in the Software;
  - (f) remove, delete, efface, alter, obscure, translate, combine, supplement, or otherwise change any trademarks, terms of the Documentation, warranties, disclaimers, or Intellectual Property Rights or other symbols, notices, marks, or serial numbers on or relating to any copy of the Software or Documentation;
  - (g) use the Software in any way that infringes, misappropriates or otherwise violates any Intellectual Property Right or other right of any Person, or that violates any applicable law;
  - (h) use the Software for purposes of: (i) benchmarking or competitive analysis of the Software; (ii) developing, using, or providing a competing software product or service; or (iii) for any purpose that competes with or harms Spectra's business interests;
  - (i) use the Software in or in connection with the design, construction, maintenance, operation, or use of any hazardous environments, systems, or applications, any safety response systems or other safety-critical applications, or any other use or application in which the

use or failure of the Software could lead to personal injury or severe physical or property damage; or

- (j) use the Software or Documentation other than for the Permitted Use or in any way not expressly permitted by this Agreement.

- 6.8 **MAINTENANCE RELEASES.** If Customer has purchased Subscription Software or Support Services for Software licensed on a perpetual basis, during the License Term, Spectra will provide Customer with all Maintenance Releases (including updated Documentation) that Spectra may, in its sole discretion, make generally available to its licensees at no additional charge. All Maintenance Releases provided by Spectra to Customer are deemed Software. Customer will install all Maintenance Releases as soon as practicable after receipt but in any event not later than six (6) months after receipt. Customer does not have any right to receive any New Versions of the Software that Spectra may, in its sole discretion, release from time to time; New Versions of the Software are subject to a separate Order.
- 6.9 **THIRD-PARTY COMPONENTS AND OPEN-SOURCE SOFTWARE.** This Section does not apply to Third-Party Products. Software licensed under this Agreement may incorporate or be distributed with certain third-party software (including open-source software), components, or libraries ("Third-Party Components"). Unless otherwise expressly required by the applicable third-party license, all Third-Party Components are licensed to Customer under the terms of this Agreement. However, where any Third-Party Component is licensed under an open-source license that requires Spectra to provide Customer with the terms of that license or to make source code available, Spectra will comply with those obligations. A list of applicable third-party notices, license terms and source code availability (if required) is available upon request.
- 6.10 **AUDITS.** Spectra or its nominee (including its accountants and auditors) may, on at least thirty (30) days' notice, inspect and audit Customer's use of the Software under this Agreement at any time during the License Term. Subject to government security requirements, all audits will be conducted during regular business hours no more frequently than once in any twelve (12) month period. Customer will make available all records, equipment, information, and personnel, and provide all cooperation and assistance, as may reasonably be requested by or on behalf of Spectra with respect to the audit. If the audit determines that Customer's use of the Software exceeded the usage permitted by this Agreement, Customer will pay to Spectra all amounts due for this excess use of the Software. Customer will make all payments required under this Section within thirty (30) days of the date of written notification of the audit results.
- 6.11 **SUSPENSION.** Spectra, at its option, may temporarily suspend Customer's license to use the Software immediately upon written notice to Customer if suspension is necessary to comply with applicable law or to protect the integrity or security of Spectra's personnel, systems, or confidential information.
- 6.12 **EFFECT OF TERMINATION AND EXPORT OF DATA.** Upon the expiration or termination of the License Term, Customer's Software licenses will terminate. However, with respect to any Software that retains data in the Software, subject to the terms of this Agreement, Spectra grants to Customer a limited license for at least thirty (30) days to access, read and export data previously stored in the Software using the export features described in the Documentation. After this 30-day period, Customer may not be able to export data from the Software.
- 6.13 **LAPSES IN SUBSCRIPTION SOFTWARE.** If Customer allows the License Term for Subscription Software to lapse, whether by cancellation, non-renewal or failure to pay renewal fees in a timely manner and Customer later elects to restart the Subscription Software, Customer must purchase a new License Term at Spectra's then-current retain Purchase Price. Customer may be required to also pay the Purchase Price for the period of the lapsed license. Spectra has no obligation to restore

any data, systems configurations or access to previous Software releases that were lost or degraded during the lapse.

7. **SERVICES.** The terms in this Section 7 apply to Professional Services and Support Services.

7.1 **OBLIGATIONS OF CUSTOMER.** Customer will:

- (a) cooperate with Spectra in all matters relating to the Services, as reasonably requested by Spectra;
- (b) provide Spectra Personnel with timely access to Customer's premises and other facilities and allow Spectra remote and onsite access to the Spectra Products and Customer's infrastructure environment, as required, for the purposes of performing the Services;
- (c) provide the materials and/or information as Spectra may reasonably request to carry out the Services in a timely manner and ensure that the materials or information are complete and accurate in all material respects; and
- (d) respond promptly to any Spectra request to provide direction, information, approvals, authorizations or decisions that are reasonably necessary for Spectra to perform Services;
- (e) complete appropriate and agreed upon site readiness activities prior to the performance of Services; and
- (f) promptly notify Spectra when Spectra Products fail and provide Spectra with sufficient details for Spectra to reproduce the failure.

If Spectra's performance of the Services is prevented or delayed by any act or omission of Customer or its agents, subcontractors, consultants, or employees, Spectra will not be in breach of its obligations under this Agreement or otherwise liable for any costs, charges, or losses sustained or incurred by Customer.

7.2 **RIGHT TO SUBCONTRACT.** Spectra may, at its sole discretion, subcontract any portion of the Services to an Affiliate or Authorized Service Provider. However, Spectra will remain fully responsible for the performance of this Agreement.

7.3 **PROFESSIONAL SERVICES**

- (a) Statements of Work and Scope of Services. Subject to these Product Terms, Spectra will provide the Professional Services as described in the Statement of Work (also referred to as an "SOW") that is referenced or included in the Quote. Professional Services may be provided on a fixed fee or time and materials basis. Unless set forth in the SOW, the date and time for the Professional Services will be agreed by Spectra and Customer, and the Professional Services will be provided during local business hours. If any terms and conditions in a SOW are inconsistent with these Product Terms, the terms and conditions in the SOW will govern.
- (b) Expiration of Professional Services. Customer must schedule the start of the Professional Services within six (6) months following the Effective Date of this Agreement unless otherwise agreed in writing by Spectra; Professional Services expire after this 6-month period. However, Preventative Maintenance Services are tied to a Support Services contract and must be used before that Support Services contract expires; unused Preventative

Maintenance Services do not carry over to any Renewals of Support Services. Additional restrictions may be included in the SOW.

- (c) Deliverables. Each SOW describes any Deliverables that Spectra will provide to Customer while fulfilling its obligations under the Professional Services.
- (d) Active Support Services Contract Required. To purchase Professional Services, Customer must have a Support Services contract in effect or be in the Renewal process for a Support Services contract.
- (e) Obligations of Spectra. Spectra will:
  - (i) appoint a Spectra employee to serve as a primary contact with respect to the Professional Services; and
  - (ii) comply with, and ensure that all Spectra Personnel comply with, all rules, regulations, and policies of Customer that have been communicated to Spectra in writing prior a reasonable time prior to the start of the Professional Services, including security procedures concerning systems and data and remote access thereto, building security procedures and general health and safety practices and procedures.
- (f) Scheduling and Rescheduling. While Spectra will try to accommodate rescheduling, any rescheduled Professional Services are subject to resource availability and may be delayed.
- (g) Changes in Scope. Any changes to the scope of an SOW may be subject to additional fees and must be agreed by Spectra and Customer in writing.

#### 7.4 **SUPPORT SERVICES**

- (a) Descriptions of Services and SLAs. Spectra provides Support Services for Hardware and Software on a subscription (term) basis. The descriptions of the Support Services, including the Service Level Agreements (SLAs), offered by Spectra are attached as Exhibit B. Spectra reserves the right to revise its Support Services offerings from time to time.
- (b) Level of Support Services. Subject to these Product Terms, Spectra will provide the type and level of Support Services set forth on the Quote. If Software is being used on Hardware, the level of Support Services purchased for the Software and Hardware must be the same. If Customer has more than one unit of Hardware under support, the level of Support Services (including any add-on Support Services such as ASM Subscription Service and TAM Subscription Service) purchased for all Hardware must be the same, unless otherwise agreed by Spectra in writing.
- (c) Support Term. The Support Term is set forth in the Quote. The Initial Support Term will begin as follows:
  - If Spectra is installing the related Hardware: Upon completion of the Hardware installation
  - If Spectra is not installing the related Hardware: Upon shipment of the Hardware

Notwithstanding anything to the contrary in this Agreement, the Support Term for Subscription Software is the same as the License Term.

- (d) **Renewals.** Upon expiration of the current Support Term, the Support Services may be renewed by Customer submitting a new Purchase Order.
- (e) **Exclusions.** The Support Services do not include preventive maintenance, support for Third-Party Products, damages caused by misuse, accessories, supply items, peripherals, repairs necessitated by problems with third-party components or repairs required because of alteration, adjustment, or repair by anyone other than Spectra or its Authorized Service Providers. Without limiting the generality of the foregoing, Customer is responsible for all costs (including diagnosis, shipping, parts and labor) incurred because of the following:
- (i) accident, misuse, abuse or neglect of the system or equipment (such as, but not limited to, use of incorrect line voltages, use of incorrect fuses, use of incompatible devices or accessories, improper or insufficient ventilation, failure to follow operating instructions, or improper racking/setup);
  - (ii) failure to operate the Hardware in accordance with the applicable operating environment and specifications (including, without limitation, fire in the data center, sprinkler system damage, unreasonable temperature variations, exceeding temperature and/or humidity specifications or unregulated power);
  - (iii) failure to follow routine maintenance recommendations (including, without limitation, filter replacement, periodic cleaning of drives in accordance with manufacturing recommendations, or removal of faulty or worn media);
  - (iv) failure to apply a Hardware or Firmware update or Maintenance Release or any workaround supplied by Spectra to Customer that would have corrected or prevented the malfunction;
  - (v) damage, premature failure or reliability issues that Spectra determines to be the result of the use of incompatible, remanufactured, faulty or refurbished media unless Spectra Certified Media is utilized;
  - (vi) damage, premature failure or reliability issues that can be attributed to the addition of incompatible, remanufactured, faulty or refurbished equipment within the host environment, which was not part of the original unit configuration unless previously certified by Spectra;
  - (vii) improper installation or repairs made by any third party not authorized by Spectra; and
  - (viii) failure to abide by Spectra's Product Relocation Procedures, which are available at <https://support.spectralogic.com/services-and-contracts/product-relocation>. Support availability in a new location must also be verified as part of the mandatory relocation procedures.

If Customer requests excluded services, Spectra's Authorized Reseller will invoice Customer for the services performed and/or Parts provided based on the applicable Purchase Prices, and Customer agrees to pay the invoice in accordance with Section 10.

- (f) **Unsupported Hardware and Software.** Customers without a valid Support Services contract are not entitled to receive Maintenance Releases, Firmware updates, maintenance requests,

or technical support. Software, including Firmware, downloaded for Hardware under a Support Services contract cannot be utilized in any unsupported Hardware. Parts may not be moved from Hardware under a Support Services contract to Hardware that is not under a Support Services contract and vice versa without prior written approval from Spectra.

- (g) Ownership of Materials. All Maintenance Materials are the property of Spectra. If Spectra stores any Maintenance Materials at Customer's location, Customer agrees to take all reasonable and necessary precautions to safeguard all Maintenance Materials. Customer is responsible for any loss or damage to Maintenance Materials stored at Customer's location; Spectra's Authorized Reseller will invoice Customer for the cost of replacement for any lost or damaged Maintenance Materials, and Customer will pay the invoice in accordance with Section 10.
  
- (h) Ownership of Parts.
  - (i) Generally. All Parts removed from supported Hardware become the property of Spectra upon replacement. Unless agreed by Spectra in writing, all removed Parts must be returned to Spectra within five (5) business days following receipt of the replacement Part, in accordance with the RMA Process. If, following replacement of a Part, Customer does not return the removed Part in accordance with the RMA Process, Spectra's Authorized Reseller will invoice Customer for the applicable Purchase Price of the Part, and Customer will pay the invoice in accordance with Section 10.
  
  - (ii) Assisted Self Maintenance (ASM) Subscription Service. Under the ASM Subscription Service, Spectra will maintain an inventory of ASM Parts, as determined by Spectra, at Customer's location. ASM Parts are provided to Customer on a bailment basis and remain the property of Spectra until the ASM Part is installed as a replacement Part in Hardware and Customer returns the removed Part to Spectra. Customer understands and agrees that Customer: (1) must segregate ASM Parts from its own inventory; (2) is responsible for the return of the removed Part after performing a part replacement; and (3) is liable for any loss or damage to ASM Parts and removed Parts. Following expiration or termination the ASM Subscription Service, Customer will return all ASM Parts to Spectra within fourteen (14) calendar days in accordance with the RMA Process. If Customer does not return any ASM Part, Spectra's Authorized Reseller will invoice Customer for the applicable Purchase Price of the ASM Part, and Customer agrees to pay the invoice in accordance with Section 10.
  
- (i) Hardware End of Life
  - (i) Generally. Spectra will notify Customer if, in the opinion of Spectra, maintaining the Hardware in good working condition is no longer possible. Spectra may remove the hardware from the Support Services, with a pro rata refund to Customer of prepaid fees.
  
  - (ii) Disk Systems Supportable Lifespan Policy. All Hardware that is a disk system has a limited supportable lifespan and is subject to the terms and conditions set forth in Spectra's Disk Systems Supportable Lifespan Policy.

- (j) Lapses in Support Services. If Customer allows the Support Term for Support Services to lapse, whether by cancellation, non-renewal or failure to pay renewal fees in a timely manner, all right to Support Services will terminate as of the end of the applicable Support Term. If Customer later elects to restart the Support Services, Customer must purchase a new Support Term at the applicable Purchase Price, and Customer may be required to also pay the Purchase Price for the period of lapsed service.

7.5 **SUSPENSION**. Spectra, at its option, may temporarily suspend the Services immediately upon written notice to Customer if suspension is necessary to comply with applicable law or to protect the integrity or security of Spectra's personnel, systems or confidential information.

8. **HYBRID SOLUTIONS**. The terms of this Section 8 apply to Hybrid Solutions.

8.1 **HARDWARE, PARTS, ACCESSORIES AND SPECTRA CERTIFIED MEDIA**. The Hardware component of a Hybrid Solution is subject to all terms and conditions related to Hardware, Parts, Accessories and Spectra Certified Media.

8.2 **SUBSCRIPTION SERVICES**.

- (a) Applicable Terms. Except for those terms specifically modified in this Section 8.2, the terms and conditions related to Software and Support Services apply to the Subscription Services. Accordingly, during the Subscription Term, Spectra: (i) grants Customer the right to use the Software in accordance with Section 6; (ii) will make available to Customer the functionality and capacity in the Hardware that Customer has purchased; and (iii) will provide Support Services in accordance with Section 7.4; however, any reference to a License Term or Support Term will mean the Subscription Term.
- (b) Subscription Term. The Initial Subscription Term is set forth in the Quote. The Initial Subscription Term will begin as follows:
- If Spectra is installing the related Hardware: Upon completion of the Hardware installation
  - If Spectra is not installing the related Hardware: Upon shipment of the Hardware
- (c) Renewals of Subscription Services. Upon expiration of the Initial Subscription Term or any Renewal Subscription Term, the Subscription Term may be renewed by Customer submitting a new Purchase Order.
- (d) Scope of Subscription Services and Usage Limits. The Purchase Price for the Subscription Services is determined by usage rights; the scope of access and use of functionality and/or storage in the Software and Hardware that is part of the Hybrid Solution may vary based on the Subscription Services purchased by Customer. Use of the Subscription Services may be limited by number of users, number of servers, number of instances, storage capacity, concurrent jobs, capability, functionality (modules) and/or other licensing restrictions, as described in the Product Specification for the Hybrid Solution ("Usage Limits"). The Usage Limits that apply to the Subscription Services will be set forth in the Quote or Product Specifications. If Customer exceeds the Usage Limits, Customer understands and agrees that overage fees may apply and/or Customer may be required to purchase additional licenses or rights to use the Subscription Services; Spectra's Authorized Reseller will invoice Customer for the applicable Purchase Price, and Customer agrees to pay the invoice in accordance with Section 10.

- (e) Suspension. Spectra may temporarily suspend the Subscription Services in accordance with Section 6.11 or Section 7.5.
- (f) Effects of Termination. Upon termination of the Subscription Term, all of Customer's rights to use the Subscription Services will end. However, subject to the terms of this Agreement, Spectra grants to Customer a limited, perpetual license to use the Software solely for the following purposes: (i) to access, read, and export data previously stored in the Hardware and Software; and (ii) to operate the Hardware in a read-only mode. Customer may not upload, modify, or input new data into the Hardware or Software, or use the Software, including any Firmware, for any other purpose.
- (g) Lapses in Subscription Services. If Customer allows the Subscription Term for Subscription Services to lapse, whether by cancellation, non-renewal or failure to pay renewal fees in a timely manner and Customer later elects to restart the Subscription Services, Customer must purchase a new Subscription Term at the applicable Purchase Price. Customer may be required to also pay the Purchase Price for the period of lapsed service. Spectra has no obligation to restore any data, systems configurations or access to previous Software releases that were lost or degraded during the lapse.

## 9. USE OF SPECTRA PRODUCTS

- 9.1 **DOCUMENTATION**. Customer may access the Documentation as set forth in Section 4.4(c) and use the Documentation as set forth in Sections 6.5 and 6.7.
  - 9.2 **INSTALLATION, OPERATION AND PERFORMANCE**. Customer agrees to install and use the Spectra Products in accordance with the applicable Documentation and this Agreement. This includes, without limitation, all instructions, specifications, and requirements related to environmental conditions, electrical or mechanical load capacities, installation procedures, required hardware specifications, maintenance schedules, performance limitations and other operational parameters set forth in the Documentation. Any use of the Spectra Products outside of these parameters, or inconsistent with the Documentation or this Agreement, may void any applicable warranties or support obligations of Spectra.
  - 9.3 **ASSOCIATED COSTS**. Customer is responsible for all Internet, communication, hardware, security and other costs associated with the use of the Spectra Products.
  - 9.4 **SECURITY**. Customer is responsible for implementing and maintaining appropriate physical, technical, and administrative safeguards to ensure the security and protection of the Hardware and Software, including, without limitation, data stored on or processed through these systems.
  - 9.5 **INTERNET CONNECTION**. Some Spectra Products may require Customer to provide a reliable internet connection during their use. This connectivity may be needed for installation, proper operation, functionality, updates, security patches, monitoring and/or remote support. Failure to maintain this connectivity may impair the performance of the Spectra Products.
  - 9.6 **PRODUCT CHANGES**. Spectra reserves the right to discontinue developing, producing, licensing or distributing any Spectra Product and to modify, replace or add to the Spectra Products at its discretion at any time. Customer agrees that the purchase of any Spectra Product is not contingent on the delivery of any future Spectra Product, functionality or features or any statements by Spectra regarding any future Spectra Products, functionality or features.
10. **PRICES AND PAYMENT**. Spectra's Authorized Reseller will invoice Customer and Customer will pay the Purchase Price to it's the Authorized Reseller in accordance with those terms agreed by Customer and the Authorized Reseller.

11. **LIMITED WARRANTY AND DISCLAIMER.**

11.1 **LIMITED WARRANTY.** With respect to each Spectra Product, Spectra makes that limited warranty set forth in the Limited Warranty attached as Exhibit C. In addition, Spectra Certified Media is subject to the Spectra Certified Media Guarantee attached as Exhibit D.

11.2 **WARRANTY LIMITATIONS.** Spectra will have no obligation under any Limited Warranty if:

- (a) Spectra is not notified in writing of a warranty claim within the period set out in the Limited Warranty;
- (b) the Spectra Product has been subject to misuse, abuse, neglect, negligence, accident, improper testing or installation, improper maintenance or repair, improper storage or handling, abnormal physical stress or environmental conditions, or any use in a manner inconsistent with the Spectra Product's specifications or use or maintenance directions, as further described in the Limited Warranty; or
- (c) any of the other exclusions set forth in the Limited Warranty apply.

11.3 **WARRANTY DISCLAIMER.** EXCEPT AS EXPRESSLY WARRANTED IN THE LIMITED WARRANTY AND SPECTRA CERTIFIED MEDIA GUARANTEE, THE SPECTRA PRODUCTS ARE PROVIDED "AS IS," WITHOUT ANY WARRANTY OF ANY KIND, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, NON-INFRINGEMENT OR NON-MISAPPROPRIATION OF INTELLECTUAL PROPERTY RIGHTS OF A THIRD PARTY, CUSTOM, TRADE, QUIET ENJOYMENT, ACCURACY OF INFORMATION, CONTENT OR RESULTS, OR CONDITIONS ARISING UNDER ANY OTHER LEGAL REQUIREMENT. SPECTRA DOES NOT WARRANT THAT (A) THE SPECTRA PRODUCTS WILL BE ACCURATE, CURRENT OR COMPLETE; (B) THE SPECTRA PRODUCTS WILL MEET THE NEEDS OR EXPECTATIONS OF CUSTOMER; (C) THE OPERATION OF THE SPECTRA PRODUCTS WILL BE ERROR FREE OR UNINTERRUPTED; OR (D) EXCEPT IN THE UNITED STATES, THE SPECTRA PRODUCTS ARE CERTIFIED BY ANY GOVERNMENT OR INDUSTRY AGENCY RESPONSIBLE FOR CERTIFYING THE SAFETY OR OTHER STANDARDS OF PRODUCTS SOLD IN ANY COUNTRY OR THAT THE SPECTRA PRODUCTS ARE COVERED BY AN EXCEPTION TO ANY SUCH CERTIFICATION. THE LIMITED WARRANTY IS PROVIDED ON THE BASIS THAT CUSTOMER IS PURCHASING SPECTRA PRODUCTS FOR BUSINESS PURPOSES AND NOT FOR HOUSEHOLD OR CONSUMER USE. AUTHORIZED RESELLERS HAVE NO AUTHORITY TO MAKE ANY REPRESENTATIONS OR COMMITMENTS ON BEHALF OF SPECTRA OR TO MODIFY, IN ANY RESPECT, THE LIMITED WARRANTY.

11.4 **APPLICABLE LAW EXCEPTION.** Nothing in the Limited Warranty or disclaimer set forth in Section 11.3 excludes, restricts, or modifies any right or remedy, or any guarantee, warranty or other term or condition, implied or imposed by any applicable law that cannot lawfully be excluded or limited, including, without limitation, the Australian Consumer Law (ACL) ("Non-Excludable Rights"). However, to the extent permitted by applicable law, Spectra's liability for any breach of a Non-Excludable Right is limited, at Spectra's option, to the sole and exclusive remedies stated in the Limited Warranty.

12. **INTELLECTUAL PROPERTY**

12.1 **OWNERSHIP OF SPECTRA PRODUCTS.** Subject to Section 4.4(a), all right, title and interest in and to the Spectra Products, including all corrections, enhancements or other modifications made by Spectra or any Authorized Service Provider at Spectra's direction, and all Intellectual Property Rights

in the Spectra Products are the sole and exclusive property of Spectra or its suppliers, as applicable. All rights not expressly granted to Customer in this Agreement are reserved by Spectra.

- 12.2 **OWNERSHIP OF DELIVERABLES.** Subject to Customer's compliance with this Agreement and payment of the applicable Purchase Price, Spectra will own all right, title and interest in and to the Deliverables excluding any Confidential Information of Customer. Spectra grants to Customer a non-exclusive, worldwide, royalty-free, non-transferable (except in connection with a permitted assignment of this Agreement) license to use the Deliverables for the Permitted Use.
- 12.3 **OWNERSHIP OF CUSTOMER DATA.** As between Customer and Spectra, all right, title and interest in and to any Customer data and other materials (including without limitation, the Customer Artwork) it furnishes to Spectra are the sole and exclusive property of Customer. Customer grants Spectra a non-exclusive license to use Customer data and materials solely for the benefit of Customer in fulfilling Spectra's obligations under this Agreement.
- 12.4 **PROPRIETARY RIGHTS NOTICES.** Customer will not delete, alter, cover or distort any copyright, trademark or other proprietary rights notice placed by Spectra on or in the Spectra Products and will ensure that all notices are reproduced on all copies of Software and Documentation.
- 12.5 **NO TRADEMARK LICENSE.** Customer may not use the trademarks, service marks, trade name, domain name or other source identifiers of Spectra, or its Affiliates or suppliers, without the express written consent of Spectra.

### 13. **CONFIDENTIALITY**

- 13.1 **OBLIGATIONS.** Each party ("Recipient") acknowledges that, during the performance of this Agreement, it may obtain the Confidential Information of the other party ("Discloser"). Confidential Information disclosed pursuant to this Agreement will be subject to the terms of this Agreement during the Term of this Agreement and for two (2) years following termination or expiration of this Agreement. Recipient will take all reasonable steps to prevent the unauthorized disclosure of and maintain the confidentiality of the Confidential Information of Discloser. Recipient will not disclose the Confidential Information of Discloser to any employees or third parties except to employees (including independent contractors), subsidiaries and consultants of Recipient who have at least an equivalent confidentiality obligation to Recipient and who have a need to know the Confidential Information on condition that Recipient will be liable for any breach by the individual or entity. The Confidential Information disclosed by Discloser may only be used by Recipient as necessary to perform its obligations or exercise its rights under this Agreement.
- 13.2 **EXCEPTIONS.** The obligations set forth in this Section 13 will not apply to any information that: (a) is or becomes generally available to the public or within the industry to which the information relates other than as a result of a breach of this Agreement; (b) was known to Recipient prior to receipt from Discloser, provided prior knowledge can be substantiated by documentary evidence antedating the disclosure by Discloser; (c) is disclosed to Recipient by a third-party (other than employees or agents of either party) which in making the information available to Recipient, is not in violation of any obligation of confidentiality to Discloser; or (d) is independently developed by Recipient, provided the independent development can be substantiated by documentary evidence. A disclosure of Confidential Information: (i) in response to a valid order by a court or other governmental body; or (ii) otherwise required by law, will not be considered to be a breach of this Agreement or a waiver of confidentiality for other purposes; provided, however, that Recipient will provide prompt written notice thereof to Discloser to enable Discloser to seek a protective order or otherwise prevent the disclosure. Spectra recognizes that Federal agencies are subject to the Freedom of Information Act,

5 U.S.C. 552, which may require that certain information be released, despite being characterized as “confidential” by Spectra.

13.3 **DATA PRIVACY.** Spectra does not process personal data on behalf of Customer in connection with the sale or license of Spectra Products under this Agreement. Spectra may collect and use limited business contact information of Customer’s personnel (such as names, email addresses, and phone numbers) for purposes of order processing, account management, and customer support, in accordance with applicable data protection laws and Spectra’s Privacy Notice attached as Exhibit E. Spectra will not sell or share this personal data with third parties except as necessary to provide the Spectra Products or as required by law. Each party will comply with its respective obligations under applicable data protection laws, including the General Data Protection Regulation (EU) 2016/679 (GDPR). Customer is responsible for: (a) maintaining reasonable measures to avoid Spectra’s access to personal data not required by Spectra; and (b) obtaining all necessary rights, permissions and consents associated with disclosure of any required personal data to Spectra, prior to the disclosure.

14. **PATENT, COPYRIGHT AND TRADEMARK INFRINGEMENT INDEMNIFICATION.** This Section 14 states Spectra’s entire liability and Customer’s exclusive remedy for any claims of infringement.

14.1 **SCOPE OF INDEMNIFICATION.** Subject to the terms of this Agreement, Spectra will have the right to intervene to defend at its own expense any lawsuit, arbitration or other claim against Customer brought by a third party that a Spectra Product, as delivered, infringes a third-party United States patent, copyright or registered trademark (“Claim”). Spectra will indemnify Customer against the final judgment entered by a court of competent jurisdiction or any settlement arising out of the Claim. Notwithstanding the foregoing, Spectra will have no obligation under this Section or otherwise with respect to any infringement claim based upon: (a) any use or distribution of the Spectra Products not in accordance with this Agreement; (b) any use or distribution of the Spectra Products in combination with products, equipment, software or data not supplied or approved in writing by Spectra if the infringement would have been avoided but for the combination with other products, equipment, software or data; (c) any use of a prior release of the Software after a more current release has been made available to Customer; or (d) any modification of the Spectra Products by any person other than Spectra or an Authorized Service Provider. Nothing contained herein shall be construed in derogation of the U.S. Department of Justice’s right to defend any claim or action brought against the U.S., pursuant to its jurisdictional statute 28 U.S.C. §516.

14.2 **INDEMNIFICATION PROCEDURES.** Customer must promptly notify Spectra in writing of the Claim. Customer must give Spectra exclusive control over the defense and settlement and any subsequent appeal and reasonably cooperate in the investigation, settlement, and defense of the Claim; provided that Customer may, at its own expense, participate in the defense. If Customer fails to notify Spectra promptly of the Claim, and that failure prejudices Spectra’s ability to defend, settle or respond to the Claim, Spectra’s obligation to defend or indemnify Customer with respect to that Claim will be reduced to the extent Spectra has been prejudiced. In addition, the failure to provide prompt notification will relieve Spectra of any obligation to reimburse Customer for attorneys’ fees incurred prior to notification. Spectra will not agree to a settlement of the Claim that imposes an obligation on Customer not contemplated by this Agreement without Customer’s consent.

14.3 **RIGHT TO MITIGATE.** If a Spectra Product becomes, or in Spectra’s sole opinion is likely to become, the subject of an infringement claim, Spectra may, at its option and expense, either: (a) procure for Customer the right to continue to use the Spectra Products; or (b) replace or modify the Spectra Products so that they become non-infringing.

15. **LIMITATION OF LIABILITY.** IN NO EVENT WILL SPECTRA BE LIABLE TO CUSTOMER OR ANY THIRD PARTY FOR ANY LOSS OF USE, REVENUE OR PROFIT; LOSS OR CORRUPTION OF DATA; LOSS OF OR INTERRUPTION TO BUSINESS; COSTS OF PROCUREMENT OF SUBSTITUTE PRODUCTS OR SERVICES; OR ANY CONSEQUENTIAL, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY OR PUNITIVE DAMAGES WHETHER ARISING OUT OF BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, REGARDLESS OF WHETHER THE DAMAGES WERE FORESEEABLE AND WHETHER OR NOT SPECTRA HAS BEEN ADVISED OF THE POSSIBILITY OF DAMAGES, AND NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE. IN NO EVENT WILL THE TOTAL LIABILITY OF SPECTRA, ITS AFFILIATES AND ITS SUPPLIERS ARISING OUT OF OR RELATED TO THIS AGREEMENT OR THE SPECTRA PRODUCTS EXCEED THE PURCHASE PRICE PAID BY CUSTOMER FOR THE SPECTRA PRODUCT(S) GIVING RISE TO THE CLAIM. THE FOREGOING LIMITATIONS APPLY TO ALL CAUSES OF ACTION IN THE AGGREGATE, INCLUDING WITHOUT LIMITATION, BREACH OF CONTRACT, BREACH OF WARRANTY, INDEMNIFICATION, NEGLIGENCE, STRICT LIABILITY, MISREPRESENTATION AND OTHER TORTS AND STATUTORY CLAIMS. HOWEVER, NOTHING IN THIS AGREEMENT LIMITS OR EXCLUDES EITHER PARTY'S LIABILITY TO THE EXTENT SUCH LIMITATION OR EXCLUSION IS PROHIBITED BY APPLICABLE LAW. IN ADDITION, THE FOREGOING LIMITATION OF LIABILITY WILL NOT APPLY TO (a) PERSONAL INJURY OR DEATH RESULTING FROM SPECTRA'S NEGLIGENCE; (b) FOR FRAUD; OR (c) FOR ANY OTHER MATTER FOR WHICH LIABILITY CANNOT BE EXCLUDED BY LAW.
16. **TERMINATION.**
- 16.1 **TERM.** The term of this Agreement commences on the Effective Date and continues until the last to occur of: (a) delivery of the Spectra Products; (b) completion of the Professional Services, if applicable; and (c) the expiration or termination of all Support Terms, License Terms and/or Subscription Terms, unless earlier terminated in accordance with this Agreement.
- 16.2 **TERMINATION.** Since Customer is an instrumentality of the U.S., recourse against the United States for any alleged breach of this Agreement must be brought as a dispute under the Disputes Clause (Contract Disputes Act). During any dispute under the Disputes Clause, Spectra will proceed diligently with performance of this Agreement, pending final resolution of any request for relief, claim, appeal, or action arising under the Agreement, and comply with any decision of the Contracting Officer.  
For clarity, with respect to Software licensed on a perpetual basis (whether or not pre-installed on Hardware), this Agreement will remain in effect with respect to the Software until the License Term is terminated by Spectra in accordance with the foregoing or by Customer by permanently deleting Software from all devices and systems and destroying any copies and certifying to Spectra in writing that all copies of Software have been deleted or destroyed; however, Customer is still responsible for paying the applicable Purchase Price in full.
- 16.3 **RESERVED**
- 16.4 **EFFECTS OF TERMINATION.** Upon the termination or expiration of this Agreement: (a) Customer will, within ten (10) days, pay in full to Spectra any outstanding invoices; (b) all Software and other licenses, Support Services and Subscription Services will immediately terminate; and (c) Customer must permanently delete Software from all devices and systems and destroy any copies. Within ten (10) days following termination or expiration, Customer must certify to Spectra in writing that all copies of Software have been deleted or destroyed. However, Customer will have the right to continue to use Software in accordance with Section 6.12 and 8.2(f). The expiration or termination of this Agreement does not relieve either party of any obligations that have accrued on or before the effective date of the termination or expiration.

16.5 **SURVIVAL.** The following Sections will survive the termination or expiration of this Agreement: 4.4, 6, 9, 10, 11, 12, 13, 14, 15, 16 and 17, and any other provisions of this Agreement that by reasonable interpretation are intended by the parties to survive the termination or expiration of this Agreement.

17. **GENERAL TERMS.**

17.1 **ENTIRE AGREEMENT.** This Agreement, including the Quote or SOW subject hereto, these Product Terms and the other documents incorporated by reference, constitutes the entire agreement between the parties with respect to the contemplated transactions and supersedes all previous and contemporaneous agreements, understandings and arrangements with respect to these transactions, whether oral or written. The titles and headings are for reference purposes only and will not limit the construction of this Agreement. Unless otherwise agreed by the parties in writing, any inconsistency in any documents that comprise this Agreement will be resolved by giving precedence in the following order: (a) the Quote; (b) any Statement of Work; (c) these Product Terms; and (d) any other documents incorporated by reference.

17.2 **CHANGES TO PRODUCT TERMS.** Spectra may make updates to these Product Terms and any referenced documents that are not material at any time in its sole discretion. Changes to referenced documents take effect when posted on [www.spectralogic.com](http://www.spectralogic.com). Changes to terms in the body of these Product Terms apply only to Quotes and Renewals that start after the effective date of the updated Product Terms. Once Customer accepts a Quote, the Product Terms for that Order are fixed and may be changed only by a written agreement signed by both parties that references this Agreement. However, Spectra may still make changes that are not material to any terms that are expressly stated to be subject to change from time to time, even if those terms appear in the body of the Product Terms.

17.3 **WAIVER.** The failure or delay by a party to require performance of any provision of this Agreement does not constitute a waiver. All waivers must be in writing and signed by the party granting the waiver. The waiver by a party of any of its rights or remedies in a particular instance will not be construed as a waiver of the same or a different right or remedy in a subsequent instance.

17.4 **SEVERABILITY.** If any provision of this Agreement is invalid, illegal or unenforceable, that provision will be deemed to be restated so that it is enforceable to the maximum extent permissible under law and is consistent with the original intent and economic terms of the invalid provision.

17.5 **ASSIGNMENT.** Customer may not transfer or assign any of its rights or delegate any of its obligations under this Agreement, in whole or in part and including any transfers by operation of law, without the prior written consent of Spectra. Any attempted assignment or transfer in violation of this Section will be null and void. This Agreement will be binding on and inure to the benefit of the parties and their respective permitted successors and assigns.

17.6 **COMPLIANCE WITH LAWS.** Customer is responsible for its own compliance with laws, regulations and other legal requirements applicable to the conduct of its business and this Agreement, and agrees to comply with all these laws, regulations and other legal requirements including, without limitation, the Foreign Corrupt Practices Act of the United States of America and the Convention on Combating Bribery of Foreign Government Officials.

17.7 **INTERNATIONAL TRADE COMPLIANCE.** The Spectra Products are subject to the customs and export control laws and regulations of the United States and any country in which the Spectra Products are manufactured, received or used. Customer will comply with these laws, regulations

and rules in the performance of its obligations under this Agreement. Customer represents and warrants that it is not subject to economic sanctions under Applicable Trade Laws and is not located in a country or territory that is subject to such sanctions. Customer certifies that neither the Spectra Products nor any component thereof is being or will be acquired, shipped, transferred, exported or re-exported, directly or indirectly, into any country prohibited by export restrictions and controls. Customer bears all responsibility for export law compliance. Customer will cooperate with Spectra to ensure ongoing compliance with all laws, regulations and other legal requirements applicable to the conduct of its business and this Agreement and will provide Spectra with the assurances and official documents that Spectra may request periodically to verify Customer's compliance with this Agreement.

- 17.8 **NO BRIBES OR KICKBACKS.** Spectra agrees not to provide, and Customer agrees that it has not received or been offered, any illegal or improper bribe, kickback, payment, gift or thing of value from any Spectra employees or agents in connection with this Agreement. Reasonable gifts and entertainment provided in the ordinary course of business do not violate the above restriction. Each party will use reasonable efforts to promptly notify the other party if it learns of any violation of these restrictions. Customer agrees to comply with all relevant anti-bribery and anti-corruption laws in effect in the UK, US and any other jurisdiction in which it operates.
- 17.9 **EQUAL EMPLOYMENT OPPORTUNITY.** If required by applicable law, the Equal Opportunity Clause required under Executive Order 11246, the affirmative action commitment for disabled veterans of the Vietnam Era set forth in 41 CFR 60-250.4, the affirmative action clause for disabled workers set forth in CFR 60-741.4, and the related regulations of the Secretary of Labor, 41 CFR Chapter 60, are incorporated by reference in this Agreement. Should any provision of this Agreement conflict with any law or regulation, the validity of the remaining provisions will not be affected.
- 17.10 **US GOVERNMENT USERS.** The Spectra Products are "commercial items", "commercial computer software", and/or "commercial computer software documentation" as these terms are as defined in FAR 2.101 and DFARS 252.227-7014(a)(1). The Spectra Products may be provided to any government entity only subject to the terms and conditions of this Agreement and any additional terms as are consistent with this Agreement and with: (a) the policies set forth in 48 C.F.R. 12.212 (for civilian agencies); or (b) the policies set forth in 48 C.F.R. 227.7202-1 and 22.7202-3 (for units of the Department of Defense).
- 17.11 **FORCE MAJEURE.** In accordance with FAR Clause 52.212-4(f), except for Customer's obligation to make payment under this Agreement, neither party will be liable for any failure or delay in fulfilling or performing any term of this Agreement when and to the extent the failure or delay is caused by or results from acts or events beyond that party's reasonable control, including, without limitation: acts of God; fire; water damage; natural disaster (including earthquakes, storms, and floods); power or utility outages; strikes; war, military action, or act of terrorism; medical crisis, pandemic or epidemic; a change in law or regulation (including export control regulations); acts, directives and orders of government and health authorities; or an order or judgment of a court (not arising out of breach by the party of this Agreement). The party suffering a force majeure event will promptly give notice to the other party, stating the period of time the occurrence is expected to continue.
- 17.12 **GOVERNING LAW AND DISPUTE RESOLUTION.** All matters and disputes arising out of or in connection with this Agreement will be governed by and construed under the Federal laws of the United States. Each party waives any right it may have to a trial by jury in respect of any legal action arising out of or relating to this Agreement. Neither party may institute any action in any form arising out of this Agreement more than six (6) years after the cause of action has arisen. The parties agree

- that the United Nations Convention on Contracts for the International Sale of Goods does not apply to this License Agreement.
- 17.13 **CUMULATIVE REMEDIES.** Except as otherwise specifically stated in these Product Terms, all rights and remedies provided in this Agreement are cumulative and not exclusive, and the exercise by either party of any right or remedy does not preclude the exercise of any other rights or remedies that may now or subsequently be available at law, in equity, by statute, in any other agreement between the parties or otherwise.
- 17.14 **NO THIRD-PARTY BENEFICIARIES.** This Agreement is for the sole benefit of the parties and their respective successors and permitted assigns. Nothing in this Agreement is intended to or will confer upon any other person or entity any legal or equitable right, benefit, or remedy of any nature under or by reason of this Agreement.
- 17.15 **NOTICES.** Except for routine operational correspondence, all notices, demands, consents and other communications required or permitted to be given under this Agreement must be in writing and will be considered delivered and effective upon receipt (or when delivery is refused) when: (a) personally delivered; (b) sent by registered or certified mail (postage prepaid, return receipt requested); (c) sent by nationally-recognized private carrier (e.g., Federal Express, DHL, etc.) (with signature required and all fees prepaid); or (d) sent by email with confirmation of transmission. Notices will be sent to Customer at the address set forth in the Quote (or if none is specified, the address to which Spectra sends invoices). Notices to Spectra must be sent to legal@spectralogic.com or 6285 Lookout Road, Boulder, CO, USA Attn. Legal.
- 17.16 **PUBLICITY.** Spectra may identify Customer as a customer in its general customer lists, website and marketing presentations, including use of Customer's name, provided that this use is not presented in a manner that suggests Customer's endorsement and to the extent permitted by the General Services Acquisition Regulation (GSAR) 552.203-71. All other uses, including case studies and press releases, require the prior written approval of both parties, which approvals will not be unreasonably withheld.
- 17.17 **CONTROLLING LANGUAGE.** This Agreement is drafted in the English language only. English will be the controlling language in all respects, and all versions of this Agreement in any other language are for accommodation only and will not be binding on the parties. All communications and notices to be made or given pursuant to this Agreement must be in the English language.
- 17.18 **COUNTERPARTS AND ELECTRONIC SIGNATURES.** The Quote may be executed in counterparts, each of which is deemed an original, but all of which taken together are deemed one and the same agreement. Spectra and Customer agree that the Quote may be executed and delivered by electronic signatures and that the signatures appearing on the Quote are the same as handwritten signatures for the purposes of validity, enforceability and admissibility.

**EXHIBIT A**  
**DEFINITIONS**

Capitalized terms have the meanings in this Exhibit A or in the Section in which they first appear in these Product Terms.

“Accessories” means any ancillary or supplementary items designed for use with Hardware and/or Spectra Certified Media, including, without limitation, power supplies, cables, mounting hardware and connectors.

“Affiliate” of a party means any other individual or entity that directly or indirectly, through one or more intermediaries, Controls, is Controlled by, or is under common Control with, this party.

“Agreement” means, collectively, the Quote and the Product Terms and any documents incorporated therein.

“ASM Parts” means Parts provided by Spectra under the ASM Subscription Service.

“ASM Subscription Service” means the Assisted Self Maintenance Subscription Service, which complements Spectra’s “Next Business Day Support Services” and “Four-Hour On-Site Support Services” by allowing Customer to replace a Part using Parts stored at Customer’s location.

“Authorized Reseller” means a third party that has been authorized in writing by Spectra to market, sell, and distribute Spectra Products in accordance with the terms of a valid distribution or reseller agreement.

“Authorized Service Provider” means a third party that has been authorized in writing by Spectra to perform Professional Services and/or Support Services for Spectra Products.

“Authorized User” means an individual authorized by Customer to access and use the Software or Subscription Services.

“Claim” has the meaning in Section 14.1.

“Confidential Information” means: (a) any confidential, proprietary or trade secret information of the disclosing party (“Discloser”) that if in tangible form is marked as confidential, secret or with a comparable legend or if disclosed orally or visually is identified as confidential at the time of disclosure; and (b) discussions relating to this information. Discloser will use reasonable efforts to mark its confidential information in tangible form as confidential; however, tangible information that does not bear a legend will be protected as Confidential Information if the receiving party (“Recipient”) knew or should have reasonably known under the circumstances that the information is confidential.

“Control” (and with correlative meanings, the terms “Controlled by” and “under common Control with”) means, regarding any individual or entity, the possession, directly or indirectly, of the power to direct or cause the direction of the management or policies of another individual or entity, whether through the ownership of voting securities, by contract, or otherwise.

“Customer” means the entity listed as “Customer” on the Quote or its permitted successor or assign. However, under the Limited Warranty, Customer means only the original end user that purchases the Spectra Products from Spectra or an Authorized Reseller.

“Customer Artwork” has the meaning in Section 5.3.

“Defect” or “Defective” means a nonconformity or failure of the Hardware, Parts, Accessories or Software to operate in accordance with the applicable Limited Warranty. In the case of Hardware, Parts and Accessories, a Defect includes physical failures, design flaws or functional nonconformities under normal operating conditions. In the case

of Software, a Defect includes reproducible failures to perform in accordance with the Product Specification when properly installed and used in accordance with the Documentation.

“Deliverable” means any item, report, documentation or other output that Spectra is required to provide Customer under a Statement of Work.

“Delivery” means the transfer of possession of a Spectra Product to Customer, as further described in Sections 4.4(a) and (b).

“Designated Site” means the specific location and Hardware where the Software may be installed, accessed, or used.

“Discloser” has the meaning in the definition of Confidential Information.

“Disk Systems Supportable Lifespan Policy” means that Disk Systems Supportable Lifespan Policy available at <https://support.spectralogic.com/services-and-contracts/disk-systems-supportable-lifespan-policy>.

“Disputes Clause” means the contract dispute procedures set forth in the Contract Disputes Act of 1978, as amended, 41 U.S.C. §§ 7101–7109.

“Documentation” means all generally available documentation relating to a Spectra Product, including all Product Specifications, user manuals, operating manuals and other instructions, documents and materials, in any form or media, that describe any component, feature, requirement or other aspect of a Spectra Product, including any functionality, testing, operation or use thereof, as same may be revised by Spectra from time to time.

“Effective Date” means the effective date of this Agreement, which is the date that Customer accepts the Quote.

“Effective Period” has the meaning in Section 3.1(a) and is set forth in the Quote.

“Firmware” means software programs that are embedded in Hardware and are necessary for the Hardware to perform its basic functions.

“Freight Fees” has the meaning in Section 4.3.

“Hardware” means tape libraries, other storage platforms, appliances and other hardware offered by Spectra, but excluding Accessories.

“Hybrid Solution” means a solution that consists of Hardware, Software and Support Services where Customer purchases the Hardware up front and related Subscription Services on a subscription (term) basis.

“Initial License Term” means the initial License Term for a Software, as set forth in the Quote.

“Initial Subscription Term” means the initial Subscription Term for Subscription Services, as set forth in the Quote.

“Initial Support Term” means the initial Support Term for Support Services, as set forth in the Quote.

“Intellectual Property Rights” means all past, present, and future trade secret rights, patent rights, copyrights, moral rights, contract rights, trademark rights, service marks, and other proprietary rights in any jurisdiction, including those rights in inventions, software, domain names, know-how, technology, methods, processes, information, and technology.

“License Model” means perpetual or subscription (term), as set forth in the Quote.

“License Term” means the period during which Customer is authorized to use the Software, including the Initial License Term and any Renewal License Term.

“Limited Warranty” means the limited warranty offered by Spectra for Spectra Products attached as Exhibit B, as same may be revised by Spectra from time to time.

“Maintenance Materials” means all Spectra maintenance equipment, tools, tool bags, SD cards, ASM Parts, Documentation and test and verification routines and outputs.

“Maintenance Release” means any update, patch or version of the Software that is provided by Spectra as part of standard Support Services and that includes bug fixes, error corrections, security patches, and minor performance improvements or enhancements that do not materially alter the core functionality of the software.

“Media” means a storage cartridge that houses magnetic tape in LTO format.

“New Version” means any new version of a Software licensed by Customer that Spectra may from time to time introduce and market generally as a distinct licensed product (as may be indicated by Spectra's designation of a new version number), and which Spectra may make available to Customer at an additional cost under a separate Order or other written agreement.

“Non-Excludable Rights” has the meaning in Section 11.4

“Order” means an order to purchase Spectra Products, as evidenced by a Quote and subject to the terms and conditions set forth in this Agreement.

“Part(s)” means a part, individual component, subassembly or module of the Hardware or Accessories.

“Permitted Use” means internal business purposes.

“Preventive Maintenance Services” means a Support Services offering that provides preventive maintenance for Hardware.

“Privacy Notice” means the Privacy Notice attached as Exhibit E, which describes how Spectra handles personal information.

“Product Specification” means the written description, documentation, technical data sheet, or other materials provided by Spectra that define the features, functions and other technical or operational characteristics of a Spectra Product.

“Product Terms” means these Product Terms and Conditions, as same may be revised by Spectra from time to time in accordance with Section 17.2.

“Professional Services” means installation, training or other professional services provided by Spectra or its Authorized Service Provider.

“Purchase Order” means a written or electronic order or other terms and conditions issued by Customer to Spectra for the purchase or license of Spectra Products.

“Purchase Price” means the price to purchase or license Spectra Product(s), as set forth in the GSA schedule.

“Quote” means a quotation, prepared by Spectra, that sets forth the Spectra Product(s) and related Purchase Price(s) that Spectra offers to sell or license to Customer.

“Recipient” has the meaning in the definition of Confidential Information.

“Renewal” means the renewal or extension of a License Term, Subscription Term or Support Term.

“Renewal License Term” means each successive period following the Initial License Term during which Customer is authorized to continue to use the Software.

“Renewal Subscription Term” means each successive period following the Initial Subscription Term during which Customer is entitled to continue received Subscription Services.

“Renewal Support Term” means each successive period following the Initial Support Term during which Customer is entitled to continue received Support Services.

“Renewal Term” means a Renewal License Term, Renewal Subscription Term and/or Renewal Support Term.

“RMA Process” means Return Merchandise Authorizations process established by Spectra for the handling and resolution of returned Spectra Products and Parts under the Limited Warranty and Support Services, attached as Exhibit F.

“Services” means Professional Services and/or Support Services.

“Shipping Method” means the type of transport and service level, as set forth on the Quote if applicable.

“Shipping Term” means trade term defined by the INCOTERMS rules, as set forth on the Quote, if applicable, and as further described in Section 4.4(a)(i).

“Software” means software programs offered by Spectra for license by Customer including, without limitation, Firmware, Maintenance Releases, New Versions and any software developed or delivered by Spectra pursuant to an engagement for Professional Services.

“Special Shipping Instructions” means any “Special Shipping Instructions” set forth on the Quote.

“Spectra Affiliate” mean Spectra Logic Corporation or one of its subsidiaries.

“Spectra” means with respect to this Agreement, the Spectra Affiliate listed on the Quote.

“Spectra Certified Media” means Media processed by Spectra to support the functionality of Hardware.

“Spectra Certified Media Guarantee” means the Spectra Certified Media Guarantee available at <https://spectralogic.com/mediaguarantee/>, as same may be revised by Spectra from time to time.

“Spectra Personnel” means all individuals involved in the performance of Professional Services or Support Services as employees or contractors of Spectra or any Authorized Service Provider.

“Spectra Product(s)” means Hardware, Parts, Accessories, Spectra Certified Media, Software, Professional Services, Support Services and/or Hybrid Solutions, as set forth on the Quote.

“Statement of Work” or “SOW” means a statement or scope of work that describes the specific services, Deliverables and other relevant terms applicable to a Professional Services offering.

“Subscription Services” means a service provided on a subscription (term) basis that includes the right and license to use Software and tape slots in the Hardware and Support Services related to designated Hardware. Subscription Services are part of a Hybrid Solution.

“Subscription Software” means Software that is licensed on a subscription basis, usually as a standalone product.

“Subscription Term” means the period during which Customer is entitled to receive Subscription Services, including the Initial Subscription Term and any Renewal Subscription Term.

“Support Services” means support and maintenance services for Spectra Products, as more fully described at <https://spectralogic.com/support/>.

“Support Term” means the period during which Customer is entitled to receive Support Services, including the Initial Support Term and any Renewal Support Term.

“TAM Subscription Service” means the Technical Account Management Subscription Service, which complements Spectra’s Next Business Day and Four-Hour On-Site Support Services by providing a dedicated technical account manager among other services.

“Third-Party Components” has the meaning in Section 6.9.

“Third-Party Product(s)” means any hardware, software, services or other products that are manufactured or provided by an entity other than Spectra and that are: (a) not included as components in Spectra Products; (b) identified under the third-party brand on a Quote; or (c) not purchased from Spectra. Third-Party Products are subject to the terms and conditions of the applicable third-party provider and are not covered by Spectra’s warranties unless expressly stated otherwise.

“Usage Limits” means any limitation on the usage of Software or Subscription Services, as further described in Section 6.6 with respect to Software and 8.2(d) with respect to Subscription Services.

“WEEE Directive” means Directive 2012/19/EU of the European Parliament and of the Council of 4 July 2012 on Waste Electrical and Electronic Equipment (WEEE), as may be amended, supplemented, or replaced from time to time.

**EXHIBIT B**  
**SUPPORT SERVICES**

## **SpectraGuard Four Hour On Site Support**

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- **Telephone Support**
  - 24 hours a day, 7 days a week, 365 days a year.
- **Parts Replacement**
  - A replacement part is sent via courier to the Customer's location. Depending on our Service Partners capabilities in a specific area, a Spectra-authorized partner field engineer, can bring the part to the customer's location.
  - Parts will be shipped once the troubleshooting steps deemed necessary by Spectra have been completed, and Spectra has determined that a part replacement is required. These steps include but are not limited to:
    - *Customer updating all mandatory firmware and EC levels as determined by Spectra.*
    - *Customer performing all system maintenance recommended by Spectra. This includes, but is not limited to, replacing air filters, drive cleaning.*
    - *Customer providing software logs, hardware logs, and/or traces.*
    - *Customer operates Spectra equipment within the temperature and humidity tolerances outlined in product user guides and drive generation specifications.*
    - *Installation of certain hardware or software to assist with diagnosis.*
    - *Remote access to Spectra-provided software and hardware.*
      - *If customer refuses this option, Spectra reserves the right to charge for any Service rendered on site which may have reasonably been provided remotely. All charges would be at the then-current rate for said Service.*
  - Expedited delivery may also be provided at an associated cost.
- **On Site Parts Replacement**
  - A field service representative will be dispatched once troubleshooting steps deemed necessary by Spectra have been completed (*see above under Parts Replacement section*), and Spectra has determined that a part replacement is required. Dispatch is at the discretion of Spectra, and the Customer may be requested to replace the part if appropriate.
  - A field service representative will arrive after dispatch within 4 hours including evenings, weekends and holidays.
  - Customer may specify a time of arrival after the four-hour window.
- **Remote Troubleshooting**
  - 24 hours a day, 7 days a week, 365 days a year.
- **Proactive Support Services – Not Included**
- **Advanced Service Management – Not Included**
- **Assigned Global Technical Support Center Representative – Not Included**
- **Storage Crisis Lifeline Disaster Recovery Program**
  - Once documentable disaster is established, loaner unit will ship within 24 business hours for use by the customer for up to 3 weeks.
    - The type of loaner unit will be determined by Spectra based on the Customer's needs.
  - Remote or On Site installation assistance will be available at the discretion of Spectra.
- **Field-replaceable Parts Stocked On Site – Not Included**
- **Web Portal – access to the Support Web Portal, knowledge base and online documentation.**
  - 24 hours a day, 7 days a week, 365 days a year.
- **Software and Firmware Upgrades – BlueScale software releases and firmware updates available for the Customer to download and install.**

**Notes**

<sup>1</sup> In the United States, the Spectra-observed public holidays are New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the Friday following Thanksgiving Day, and Christmas Day.

<sup>2</sup> Parts shipping outside of EU countries, Norway, Switzerland and the continental United States may be subject to transit time and/or regulatory delays.

<sup>3</sup> The cut off time to ship parts to EU countries plus Norway and Switzerland is 14:30 central European time. Outside of these regions parts may be sourced locally and delivered to Customer's site by local Spectra-authorized field service representative.

Secure sites must have an on site service contract.

All service levels may not be available in all regions. Customer must be within a 50 mile radius of a Spectra-approved partner service center for on site service level response times.

# SpectraGuard Next Business Day On Site Support with 7x24 Phone Support

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- **Telephone Support**
  - 24 hours a day, 7 days a week, 365 days a year.
- **Parts Replacement**
  - 08:00 to 17:00 during the standard business week of the country where the equipment is registered with Spectra, excluding any nationally-recognized holidays in that location. Standard business week is not to exceed 5 days, and the days must be in conjunction with our local service providers' work week. <sup>1</sup>
  - Next business day delivery of parts. <sup>2</sup>
  - Parts must ship by 14:30 (Mountain Time) to arrive the next business day. <sup>3</sup>
  - Parts will be shipped once the troubleshooting steps deemed necessary by Spectra have been completed, and Spectra has determined that a part replacement is required. These steps include but are not limited to:
    - *Customer updating all mandatory firmware and EC levels as determined by Spectra.*
    - *Customer performing all system maintenance recommended by Spectra. This includes, but is not limited to, replacing air filters, drive cleaning.*
    - *Customer providing software logs, hardware logs, and/or traces.*
    - *Customer operates Spectra equipment within the temperature and humidity tolerances outlined in product user guides and drive generation specifications.*
    - *Installation of certain hardware or software to assist with diagnosis.*
    - *Remote access to Spectra-provided software and hardware.*
      - *If customer refuses this option, Spectra reserves the right to charge for any Service rendered on site which may have reasonably been provided remotely. All charges would be at the then-current rate for said Service.*
  - Expedited delivery may also be provided at an associated cost.
- **On Site Parts Replacement**
  - A field service representative will arrive after dispatch the following business day 08:00 – 17:00 (local time of equipment site as registered with Spectra), excluding holidays. Dispatches after 17:00 (local time of equipment site) will be considered the next business day.
- **Remote Troubleshooting**
  - 08:00 to 17:00 during the standard business week of the country where the equipment is registered with Spectra, excluding any nationally-recognized holidays in that location. Standard business week is not to exceed 5 days, and the days must be in conjunction with our local service providers work week. <sup>1</sup>
- **Proactive Support Services** – Not Included
- **Service Management** – Not Included
- **Global Technical Support Center Representative** – Not Included
- **Crisis Lifeline Disaster Recovery Program**
  - The type of loaner unit will be determined by Spectra based on the Customer's needs.
  - Once documentable disaster is established, loaner unit will ship within 24 business hours for use by the customer for up to 3 weeks.
  - Remote or On Site installation assistance will be available at the discretion of Spectra.
- **Field-replaceable Parts Stocked On Site** – Not Included
- **Web Portal** – access to the Support Web Portal, knowledge base and online documentation.
  - 24 hours a day, 7 days a week, 365 days a year.
- **Software and Firmware Upgrades** – BlueScale software releases and firmware updates available for the Customer to download and install.

**Notes**

<sup>1</sup> In the United States, the Spectra-observed public holidays are New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the Friday following Thanksgiving Day, and Christmas Day.

<sup>2</sup> Parts shipping outside of EU countries, Norway, Switzerland and continental United States may be subject to transit time and/or regulatory delays.

<sup>3</sup> The cut off time to ship parts to EU countries plus Norway and Switzerland is 14:30 central European time. Outside of these regions parts may be sourced locally and delivered to Customer's site by local Spectra-authorized field service representative.

Secure sites must have an on site service contract.

All service levels may not be available in all regions. Customer must be within a 50 mile radius of a Spectra-approved partner service center for on site service level response times.

## SpectraGuard Next Business Day On Site Support

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- **Telephone Support**
  - 08:00 to 17:00 during the standard business week of the country where the equipment is registered with Spectra, excluding any nationally-recognized holidays in that location. Standard business week is not to exceed 5 days, and the days must be in conjunction with our local service providers' work week.
  - Spectra offers an uplift to 7X24 Phone Support for an additional charge.
- **Parts Replacement**
  - 08:00 to 17:00 during the standard business week of the country where the equipment is registered with Spectra, excluding any nationally-recognized holidays in that location. Standard business week is not to exceed 5 days, and the days must be in conjunction with our local service providers' work week. <sup>1</sup>
  - Next business day delivery of parts. <sup>2</sup>
  - Parts must ship by 14:30 (Mountain Time) to arrive the next business day. <sup>3</sup>
  - Parts will be shipped once the troubleshooting steps deemed necessary by Spectra have been completed, and Spectra has determined that a part replacement is required. These steps include but are not limited to:
    - *Customer updating all mandatory firmware and EC levels as determined by Spectra.*
    - *Customer performing all system maintenance recommended by Spectra. This includes, but is not limited to, replacing air filters, drive cleaning.*
    - *Customer providing software logs, hardware logs, and/or traces.*
    - *Customer operates Spectra equipment within the temperature and humidity tolerances outlined in product user guides and drive generation specifications.*
    - *Installation of certain hardware or software to assist with diagnosis.*
    - *Remote access to Spectra-provided software and hardware.*
      - *If customer refuses this option, Spectra reserves the right to charge for any Service rendered on site which may have reasonably been provided remotely. All charges would be at the then-current rate for said Service.*
  - Expedited delivery may also be provided at an associated cost.
- **On Site Parts Replacement**
  - A field service representative will arrive after dispatch the following business day 08:00 – 17:00 (local time of equipment site as registered with Spectra), excluding holidays. Dispatches after 17:00 (local time of equipment site) will be considered the next business day.
- **Remote Troubleshooting**
  - 08:00 to 17:00 during the standard business week of the country where the equipment is registered with Spectra, excluding any nationally-recognized holidays in that location. Standard business week is not to exceed 5 days, and the days must be in conjunction with our local service providers work week. <sup>1</sup>
- **Proactive Support Services** – Not Included
- **Service Management** – Not Included
- **Global Technical Support Center Representative** – Not Included
- **Crisis Lifeline Disaster Recovery Program**
  - The type of loaner unit will be determined by Spectra based on the Customer's needs.
  - Once documentable disaster is established, loaner unit will ship within 24 business hours for use by the customer for up to 3 weeks.
  - Remote or On Site installation assistance will be available at the discretion of Spectra.
- **Field-replaceable Parts Stocked On Site** – Not Included

- **Web Portal** – access to the Support Web Portal, knowledge base and online documentation.
  - 24 hours a day, 7 days a week, 365 days a year.
- **Software and Firmware Upgrades** – BlueScale software releases and firmware updates available for the Customer to download and install.

#### **Notes**

<sup>1</sup> In the United States, the Spectra-observed public holidays are New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the Friday following Thanksgiving Day, and Christmas Day.

<sup>2</sup> Parts shipping outside of EU countries, Norway, Switzerland and continental United States may be subject to transit time and/or regulatory delays.

<sup>3</sup> The cut off time to ship parts to EU countries plus Norway and Switzerland is 14:30 central European time. Outside of these regions parts may be sourced locally and delivered to Customer's site by local Spectra-authorized field service representative.

Secure sites must have an on site service contract.

All service levels may not be available in all regions. Customer must be within a 50 mile radius of a Spectra-approved partner service center for on site service level response times.

**EXHIBIT C**  
**LIMITED WARRANTY**

This limited warranty (“Limited Warranty”) applies to all products and services (“Spectra Products”) purchased or licensed by an end user (“Customer”) directly from Spectra Logic Corporation (“Spectra”) or from an Authorized Reseller. Capitalized terms in this Limited Warranty have the meanings in Section 7 or in the Section in which they first appear in this Limited Warranty.

A Note About Support Services

Spectra encourages Customers to purchase support and maintenance for Spectra Products because it offers routine maintenance recommendations, faster response times and access to expert knowledge, which can significantly extend the lifespan of Spectra’s products and minimize downtime. Information on Spectra’s support services is available at <https://spectralogic.com/support/>.

Spectra Products Purchased From Authorized Resellers

This Limited Warranty applies to Spectra Products regardless of whether they are purchased directly from Spectra or through an Authorized Reseller. Authorized Resellers are required to flow down the terms of this Limited Warranty to their Customers. Accordingly, Customers that purchase Spectra Products from an Authorized Reseller are entitled to the benefits of this Limited Warranty as if the Spectra Products were purchased directly from Spectra.

**1. HARDWARE, PARTS, ACCESSORIES AND SPECTRA CERTIFIED MEDIA**

- 1.1 LIMITED WARRANTY FOR HARDWARE, PARTS AND ACCESSORIES.** Subject to the terms of this Limited Warranty, Spectra warrants to Customer that all Hardware and Parts (excluding Accessories) will be free from Defects in materials and workmanship for one (1) year from the date of delivery to Customer. Spectra further warrants to Customer that all Accessories will be free from Defects in materials and workmanship for three (3) months from delivery to Customer.

Customer must provide written notice to Spectra that any Hardware, Part or Accessory is not as warranted before the expiration of the applicable warranty period.

As Customer’s sole remedy, and Spectra’s sole obligation, Spectra will provide a replacement Part for the Defective Hardware, Parts or Accessories. The replacement Part will be either (a) new and unused; or (b) remanufactured to be equivalent to new in appearance and performance. Replacement of a Part is subject to and conditioned upon return of the Defective Part in accordance with Section 1.4 and the RMA Process. Spectra will pay for shipping of the replacement Part, and upon Delivery, the replacement Part becomes the property of Customer and the Part replaced becomes the property of Spectra. The warranty period for a replacement Part will be the remainder of the original warranty period applicable to the Hardware, Part or Accessory that the Part is replacing. This Limited Warranty does not include installation or the cost of installation of the replacement Part.

- 1.2 WARRANTY FOR SPECTRA CERTIFIED MEDIA.** Spectra warrants Spectra Certified Media as set forth in Exhibit D to this Agreement.

- 1.3 WARRANTY EXCLUSIONS.** This limited warranty does not apply and is void with respect to Hardware, Parts and/or Accessories that have:

- (a) cosmetic damage;

- (b) been improperly installed or maintained;
- (c) Defects caused by misuse, abuse, accidents, physical damage, abnormal operation, improper handling and storage, neglect, exposure to fire, fluids, biological waste, hazardous materials, chemicals, excessive moisture or dampness, extreme changes in climate or temperature, spills of food or liquids, or alterations;
- (d) problems caused by Customer's network (e.g., connectivity, coverage or other signal reception problems);
- (e) been operated outside published environmental requirements; or
- (f) been opened, repaired, modified or altered by anyone other than Spectra or an Authorized Service Provider.

1.4 **CLAIM PROCEDURES.** To report a Defect and initiate a warranty claim relating to Hardware, Parts or Accessories, Customer must send an email to [spectrareturms@spectrallogic.com](mailto:spectrareturms@spectrallogic.com) and follow the RMA Process available at <https://spectrallogic.com/support/>. Upon receipt of a request, Spectra will open a "case" and review the information to determine if the component is covered by the limited warranty. If Spectra authorizes the return, Spectra will assign an RMA Number to the case and ship Customer a replacement Part in accordance with the RMA Process. Customer is responsible for removing the Defective Part, installing the replacement Part and shipping the Defective Part to Spectra in accordance with the instructions and pre-paid shipping label included in the box with the replacement Part. Customer is liable for damage to the Defective Part that results from improper packing of the Part for return to Spectra. If Customer does not return the Defective Part to Spectra in accordance with the RMA Process, Spectra will invoice Customer for the cost of the replacement Part, and Customer agrees to pay the invoice within thirty (30) days.

## 2. **SOFTWARE**

2.1 **LIMITED WARRANTY FOR SOFTWARE.** Subject to the terms of this Limited Warranty, Spectra warrants to Customer that, for a period of ninety (90) days following the applicable date of Delivery to Customer:

- (a) the Software will substantially conform in all material respects to the published Product Specification when installed, operated, and used as recommended in the Documentation; and
- (b) a Maintenance Release, when correctly installed by Customer in accordance with the Documentation will not materially impair functionality of the Software.

Customer must provide written notice to Spectra that any Software is not as warranted before the expiration of the applicable warranty period.

As Customer's sole remedy, and Spectra's sole obligation, Spectra will repair the Software or replace it with functionally equivalent software, which software will, on its replacement constitute "Software" under this Limited Warranty. Any replacement Software will be warranted for the remainder of the warranty period for the original Software. The warranty period for the replacement Software will be the remainder of the original warranty period applicable to the Software it is replacing.

2.2 **WARRANTY EXCLUSIONS.** This limited warranty does not apply and is void with respect to problems with the Software arising out of or relating to:

- (a) any operation or use of, or other activity relating to, the Software other than as specified in the Documentation, including any incorporation in the Software of, or combination, operation or use of the Software in or with, any technology or service not specified in the Documentation;
- (b) Customer's or any third party's negligence, abuse, misapplication, or misuse of the Software, including any use of the Software other than as specified in the Documentation or expressly authorized by Spectra in writing;
- (c) Customer's failure to promptly install all Maintenance Releases that Spectra has previously made available to Customer;
- (d) the operation of, or access to, Licensee's or a third party's system or network;
- (e) any beta software, software that Spectra makes available for testing or demonstration purposes, temporary software modules or software for which Spectra does not receive a license fee;
- (f) Customer's material breach of any material provision of the applicable license or subscription agreement; or
- (g) any other circumstances or causes outside of the reasonable control of Spectra (including abnormal physical or electrical stress).

2.3 **CLAIM PROCEDURES.** To report a Defect and initiate a warranty claim relating to Software, Customer must send an email to [spectraretains@spectrallogic.com](mailto:spectraretains@spectrallogic.com) that includes the following information: (a) Customer name; (b) Software name and version/release number; (c) clear description of the issue; (d) expected behavior versus actual behavior; (e) error messages, codes or logs (if available) and (f) screenshots (if applicable). Upon receipt of a request, Spectra will open a "case" and review the information to determine if the problem with the Software is covered by the Limited Warranty. If Spectra authorizes the repair or replacement of the Software, Spectra will notify Customer via email and provide a description of and timeline for the remedy.

### 3. **SERVICES**

3.1 **LIMITED WARRANTY FOR SUPPORT SERVICES AND PROFESSIONAL SERVICES.** Subject to the terms of this Limited Warranty, Spectra warrants to Customer that for a period of ten (10) days following delivery of Support Services or Professional Services, as applicable:

- (a) Spectra will perform the Support Services and Professional Services using qualified personnel; and
- (b) the Professional Services and Deliverables will conform in all material respects with all requirements or specifications stated in the applicable Statement of Work.

As Customer's sole remedy, and Spectra's sole obligation, Spectra will, within a reasonable period, reperform the Defective Professional Services so that they comply with the limited warranty.

3.2 **LIMITED WARRANTY FOR REPLACEMENT PARTS.** Spectra warrants to Customer that replacement Parts (other than Spectra Certified Media) provided pursuant to the Support Services will comply with the Limited Warranty for Parts in Section 1 above. However, a Part that becomes Defective while Customer has an active Support Services contract will be replaced in accordance with the terms and conditions of the Support Services.

3.3 **CLAIM PROCEDURES.** If any Support Services or Professional Services are not as warranted, Customer must provide written notice to Spectra before the expiration of the applicable warranty period.

- (a) Professional Services. To report a Defect and initiate a warranty claim relating to Professional Services, Customer must send an email to [psmgmt@spectralogic.com](mailto:psmgmt@spectralogic.com) that includes the following information: (i) Customer name; (ii) description of the Professional Services; (iii) clear description of the issue; (iv) expected behavior versus actual behavior; (v) error messages, codes or logs (if available) and (vi) screenshots (if applicable).
- (b) Support Services. To report a Defect and initiate a warranty claim relating to Support Services, Customer must create a case in Spectra's support portal or call (800) 227-4637 in the United States or (303) 449-0169 outside of the United States and provide the following information: (i) Customer name; (ii) applicable level of Support Services; (iii) clear description of the issue; (iv) expected behavior versus actual behavior; (v) error messages, codes or logs (if available); and (vi) screenshots (if applicable).

Upon receipt of a request, Spectra will open a "case" and review the information to determine if the problem with the Services is covered by the Limited Warranty. If Spectra authorizes the reperformance of the Services, Spectra will notify Customer via email and provide a description of and timeline for the remedy.

- 4. **HYBRID SOLUTIONS.** Each of the Spectra Products included in a Hybrid Solution are covered by the limited warranty applicable to that Spectra Product.
- 5. **DISCLAIMER.** EXCEPT AS EXPRESSLY WARRANTED IN THIS LIMITED WARRANTY, THE SPECTRA PRODUCTS ARE PROVIDED "AS IS," WITHOUT ANY WARRANTY OF ANY KIND, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, NON-INFRINGEMENT OR NON-MISAPPROPRIATION OF INTELLECTUAL PROPERTY RIGHTS OF A THIRD PARTY, CUSTOM, TRADE, QUIET ENJOYMENT, ACCURACY OF INFORMATION, CONTENT OR RESULTS, OR CONDITIONS ARISING UNDER ANY OTHER LEGAL REQUIREMENT. SPECTRA DOES NOT WARRANT THAT (A) THE SPECTRA PRODUCTS WILL BE ACCURATE, CURRENT OR COMPLETE; (B) THE SPECTRA PRODUCTS WILL MEET THE NEEDS OR EXPECTATIONS OF CUSTOMER; (C) THE OPERATION OF THE SPECTRA PRODUCTS WILL BE ERROR FREE OR UNINTERRUPTED; OR (D) EXCEPT IN THE UNITED STATES, THE SPECTRA PRODUCTS ARE CERTIFIED BY ANY GOVERNMENT OR INDUSTRY AGENCY RESPONSIBLE FOR CERTIFYING THE SAFETY OR OTHER STANDARDS OF PRODUCTS SOLD IN ANY COUNTRY OR THAT THE SPECTRA PRODUCTS ARE COVERED BY AN EXCEPTION TO ANY SUCH CERTIFICATION. THIS LIMITED WARRANTY IS PROVIDED ON THE BASIS THAT CUSTOMER IS PURCHASING SPECTRA PRODUCTS FOR BUSINESS PURPOSES AND NOT FOR HOUSEHOLD OR CONSUMER USE. AUTHORIZED RESELLERS HAVE NO AUTHORITY TO MAKE ANY REPRESENTATIONS OR COMMITMENTS ON BEHALF OF SPECTRA OR TO MODIFY, IN ANY RESPECT, THIS LIMITED WARRANTY. IF ANY CONDITION OR WARRANTY IMPLIED BY LAW IN RELATION TO THE SALE OR SUPPLY OF GOODS OR SERVICES THAT CANNOT LAWFULLY BE EXCLUDED, RESTRICTED OR MODIFIED, CUSTOMER'S REMEDY IN RESPECT OF SUCH CONDITION OR WARRANTY IS LIMITED, AT SPECTRA'S OPTION, TO THE SOLE AND EXCLUSIVE REMEDIES STATED IN THIS LIMITED WARRANTY FOR THE APPLICABLE SPECTRA PRODUCT.
- 6. **LIMITATION OF LIABILITY.** This Limited Warranty is subject to and incorporated into this Agreement. Accordingly, the limitation of liability provisions in this Agreement apply to this Limited Warranty. In no event will Spectra be liable for any damages beyond those permitted under this Agreement.
- 7. **THIRD-PARTY PRODUCTS.** This Limited Warranty applies only to Spectra Products. This Limited Warranty does not apply to any Third-Party Products. Third-Party Products are subject solely to the warranties, if any,

provided by the original manufacturer or supplier. Spectra makes no representations or warranties and has no obligation to Customer for the support or maintenance of any Third-Party Product. Spectra disclaims all liability with respect to Third-Party Products, including their performance, compatibility, or continued availability.

## 8. DEFINITIONS

“Accessories” means any ancillary or supplementary items designed for use with Hardware and/or Spectra Certified Media, including, without limitation, power supplies, cables, mounting hardware and connectors.

“Authorized Reseller” means a third party that has been authorized in writing by Spectra to market, sell, and distribute Spectra Products in accordance with the terms of a valid distribution or reseller agreement.

“Authorized Service Provider” means a third party that has been authorized in writing by Spectra to perform Professional Services and/or Support Services for Spectra Products.

“Defect” or “Defective” means a nonconformity or failure of the Hardware, Accessories or Software to operate in accordance with the applicable Limited Warranty. In the case of Hardware, a Defect includes physical failures, design flaws or functional nonconformities under normal operating conditions. In the case of Software, a Defect includes reproducible failures to perform in accordance with the Product Specification when properly installed and used in accordance with the Documentation.

“Delivery” means the transfer of possession of a Spectra Product to Customer. The time of Delivery for each Spectra Product is set forth in the applicable Quote or Product Terms.

“Documentation” means all generally available documentation relating to a Spectra Product, including all Product Specifications, user manuals, operating manuals and other instructions, documents and materials, in any form or media, that describe any component, feature, requirement or other aspect of a Spectra Product, including any functionality, testing, operation or use thereof, as same may be revised by Spectra from time to time.

“Customer” means the individual or entity listed as “Customer” on the Quote or its permitted successor or assign. However, for Limited Warranty purposes, Customer means only the original end user that purchases the Spectra Products from Spectra or an Authorized Reseller.

“Hardware” means tape libraries, other storage platforms, appliances and other hardware offered by Spectra, but excluding Accessories.

“Hybrid Solution” means a solution that consists of Hardware, Software and Support Services where Customer purchases Hardware and a subscription for the applicable Software and Support Services.

“Limited Warranty” means this Limited Warranty statement.

“Maintenance Release” means any update, patch or version of the Software that is provided by Spectra as part of standard Support Services and that includes bug fixes, error corrections, security patches, and minor performance improvements or enhancements that do not materially alter the core functionality of the software.

“Part(s)” means a part, individual component, subassembly or module of the Hardware or Accessories.

“Product Specification” means the written description, documentation, technical data sheet, or other materials provided by Spectra that define the features, functions and other technical or operational characteristics of a Spectra Product.

“Professional Services” means installation, training or other professional services provided by Spectra or its Authorized Service Provider.

“RMA Number” means that “Return Merchandise Authorization” number issued by Spectra that permits the return of a Spectra Product, component of a Spectra Product, Accessories and/or Part for repair and/or replacement. The RMA Number must be obtained prior to returning any item to Spectra and must be clearly referenced in the return shipment in accordance with the applicable return procedures in the RMA Process.

“RMA Process” means Return Merchandise Authorizations process established by Spectra for the handling and resolution of returned Spectra Products and Parts under the Limited Warranty and Support Services, available at <https://support.spectrallogic.com/services-and-contracts/rma-information>.

“Quote” means the quotation, prepared by Spectra, that sets forth the Spectra Products being purchased or licensed.

“Software” means software programs, in object code, offered by Spectra for license by Customer including, without limitation, Firmware, Maintenance Releases, New Versions and any software developed or delivered by Spectra pursuant to an engagement for Professional Services.

“Spectra” means Spectra Logic Corporation or its subsidiary, as stated in the applicable Quote.

“Spectra Certified Media” means a Media processed by Spectra to support the functionality of Hardware.

“Support Services” means support and maintenance services for Spectra Products, as more fully described at <https://spectrallogic.com/support/>.

“Third-Party Product(s)” means any hardware, software, services or other products that are manufactured or provided by an entity other than Spectra and that are (a) not included as components in Spectra Products; (b) identified under the third-party brand on a Quote; or (c) not purchased from Spectra. Third-Party Products are subject to the terms and conditions of the applicable third-party provider and are not covered by the seller’s warranties unless expressly stated otherwise.

**EXHIBIT D**  
**SPECTRA CERTIFIED MEDIA WARRANTY**

This Spectra Certified Media Guarantee (the “Media Guarantee”) applies to all Spectra branded tape media products (“Spectra Certified Media”) purchased by an end user (“Customer”) directly from Spectra Logic Corporation (“Spectra”) or from an Authorized Reseller.

This Media Guarantee is subject to and incorporated by reference into the Limited Warranty available in Exhibit C to this Agreement. Capitalized terms in this Media Guarantee have the meanings in the Limited Warranty or in the Section in which they first appear in this Media Guarantee.

**THE GUARANTEE**

Spectra guarantees that the Spectra Certified Media will be free from defects in materials and workmanship for its Useful Lifetime (as defined below) under normal use and service. The “Useful Lifetime” of Spectra Certified Media begins on the date of delivery and continues until the fourth subsequent generation of tape technology is introduced by the tape manufacturers (e.g., for LTO-9, the introduction of LTO-13), subject to any use limitations defined by the tape manufacturer (such as the number of passes, full backups or restores or combination thereof), which may shorten the Useful Lifetime.

If any Spectra Certified Media does not confirm to or fails to operate in accordance with this guarantee (a “Defect” or “Defective”) during its Useful Lifetime, as determined by Spectra, Spectra will replace the Defective Spectra Certified Media with new or refurbished media of at least the same or equivalent model, as available. Spectra will pay for the shipping costs, and upon Delivery, the replacement Spectra Certified Media becomes the property of Customer. Replacement Spectra Certified Media will be warranted for the remainder of the original product’s Useful Lifetime.

**CLAIM PROCEDURES**

To report a Defect and initiate a warranty claim relating to Spectra Certified Media, Customer must send an email to [spectraretains@spectralogic.com](mailto:spectraretains@spectralogic.com) and follow the instructions provided by Spectra. If Spectra authorizes the claim, Spectra ship Customer replacement Spectra Certified Media.

**EXCLUSIONS**

This Media Guarantee does not apply to Defects resulting from:

- misuse, abuse, accident, neglect, or improper storage, handling, or operation;
- exposure to environmental conditions outside of the product’s specifications (including, without limitation, temperature, humidity, magnetic fields, or dust);
- unauthorized modification, repair, or alteration of the Spectra Certified Media;
- normal wear and tear from repeated use consistent with the product’s design and expected life;
- use of the Spectra Certified Media with non-compatible devices or systems;
- Spectra Certified Media that has reached the end of its Useful Lifetime; or
- acts of nature or other external causes beyond Spectra’s reasonable control.

**THIS MEDIA GUARANTEE IS THE SOLE AND EXCLUSIVE REMEDY FOR DEFECTIVE SPECTRA CERTIFIED MEDIA AND IS IN PLACE OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, TO THE MAXIMUM EXTENT PERMITTED BY LAW. THE WARRANTY DISCLAIMER AND LIMITATION OF LIABILITY PROVISIONS IN THE LIMITED WARRANTY APPLY TO THIS MEDIA GUARANTEE.**

## EXHIBIT E PRIVACY NOTICE

### 1. INTRODUCTION

Spectra Logic Corporation and its subsidiaries (“Spectra” or “us”, “we” and “our”) respects and values your privacy. Please read this privacy notice (the “[Privacy Notice](#)”) to learn how we collect, use, share and protect your personal information.

This Privacy Notice describes how we handle the personal information we receive from:

- Visitors to our website, all subdomains and all portals, products, services and interactive features that post a link to this Privacy Notice, including the SpectraGuard Support Portal (our “[Sites](#)”)
- APIs, web applications and platforms made available by us for use on or through computers and mobile devices (our “[Applications](#)”)
- Contacts at our customers and channel partners and/or prospective customers and channel partners, including in the course of providing support and maintenance services and professional services
- Contacts for suppliers of products and services to Spectra

The Sites, Applications, support and maintenance services and professional services are collectively called “[Services](#)”.

If you voluntarily provide your information in the course of interacting with our Sites or otherwise using our Services, we will take that as your agreement to our collection, use and disclosure of your information as set forth in this Privacy Notice.

PLEASE READ THIS PRIVACY NOTICE CAREFULLY PRIOR TO CONTINUING TO VIEW OUR SITE OR USING OUR SERVICES. BY SUBMITTING A PURCHASE ORDER, YOU AFFIRM THAT YOU HAVE READ, UNDERSTOOD AND AGREE TO ABIDE TO THIS PRIVACY NOTICE. YOUR ACCESS TO AND USE OF THE SITES IS ALSO SUBJECT TO OUR WEBSITE TERMS OF USE (the “TERMS OF USE”), AND YOUR USE OF OUR SERVICES IS ALSO SUBJECT TO THE SERVICES AGREEMENT THAT YOU ENTER INTO WITH US. IF YOU DO NOT AGREE TO ABIDE BY THIS PRIVACY NOTICE, YOU MAY NOT ENTER THIS SITE OR ACCESS OR OTHERWISE USE OUR SERVICES. IF YOU USE OUR SERVICES ON BEHALF OF SOMEONE ELSE, YOU REPRESENT TO US THAT YOU ARE AUTHORIZED BY THAT INDIVIDUAL OR ENTITY TO ACCEPT THIS PRIVACY NOTICE AND YOU DO ACCEPT THIS PRIVACY NOTICE ON BEHALF OF THAT INDIVIDUAL OR ENTITY.

#### **Employees**

This Privacy Notice does not apply to personal information we receive from employees. To learn how we collect, use, share and protect the personal information we receive from employees, please see our Privacy Notice for Employees.

#### **Job Applicants**

This Privacy Notice does not apply to personal information we receive from job applicants. To learn how we collect, use, share and protect the personal information we receive from job applicants, please see our Privacy Notice for Job Applicants.

2. **INFORMATION WE COLLECT ABOUT YOU**

For the purposes of this Privacy Notice, “Personal Information” is information that relates to an identified or identifiable person, whether alone or in combination with other information. We collect the following types of Personal Information:

- **Contact and Basic Information** including name, job title, honorifics, phone numbers, organization, job responsibilities, mailing address and email address
- **Registration Information** such as information necessary to process or respond to information requests, event/seminar registration, requests to download information and usernames/passwords
- **Marketing Data** such as information about individual participation in conferences and in-person seminars, credentials, associations, product interests and preferences
- **Customer Service Information** such as Personal Information received from customers regarding their employees or other individuals known to customers and customer feedback
- **Device Data** including IP addresses, unique device identifiers, cookies and other data linked to a device and data about the usage of our Sites

CATEGORY	EXAMPLES	COLLECTED
Personal identifiers/ Identifiers/ Contact Information	<ul style="list-style-type: none"> <li>• real name</li> <li>• alias</li> <li>• postal address</li> <li>• unique personal identifier</li> <li>• online identifier</li> <li>• Internet Protocol address</li> <li>• email address</li> <li>• account name</li> <li>• other similar identifiers</li> </ul>	YES
Personal information categories listed in the California Customer Records statute (Cal. Civ. Code § 1798.80(e))/ Contact Information	<ul style="list-style-type: none"> <li>• name</li> <li>• signature</li> <li>• address</li> <li>• telephone number</li> <li>• employment</li> </ul> <p>Some personal information included in this category may overlap with other categories.</p>	YES

CATEGORY	EXAMPLES	COLLECTED
Protected classification characteristics under California or federal law/ Sensitive Personal Data (as defined under GDPR Article 9)	<ul style="list-style-type: none"> <li>• age (40 years or older)</li> <li>• race</li> <li>• racial or ethnic origin</li> <li>• color</li> <li>• ancestry</li> <li>• national origin</li> <li>• citizenship</li> <li>• religion or creed</li> <li>• religious or philosophical beliefs</li> <li>• marital status</li> <li>• medical condition</li> <li>• physical or mental disability</li> <li>• sex (including gender, gender identity, gender expression, pregnancy or childbirth and related medical conditions)</li> <li>• sexual orientation</li> <li>• veteran or military status</li> <li>• genetic information (including familial genetic information)</li> <li>• political opinions</li> <li>• trade union membership</li> <li>• Education</li> <li>• Academic records or qualifications</li> </ul>	NO
Commercial information	<ul style="list-style-type: none"> <li>• purchase history</li> <li>• products or services considered</li> </ul>	NO
Biometric information	<ul style="list-style-type: none"> <li>• genetic characteristics</li> <li>• physiological characteristics</li> <li>• behavioral and biological characteristics</li> <li>• activity patterns used to extract a template</li> <li>• other identifier or identifying information, such as, fingerprints, faceprints and voiceprints, iris or retina scans, keystroke, gait, or other physical patterns and sleep, health or exercise data</li> </ul>	NO
Technical and usage data on our Sites	<ul style="list-style-type: none"> <li>• IP address</li> <li>• Browser type and settings</li> <li>• Information about interaction with our Sites (e.g., pages visited, clicks, time spent)</li> <li>• Cookie identifiers and similar technologies</li> </ul>	YES

CATEGORY	EXAMPLES	COLLECTED
Internet or other similar network activity (not our Sites)	<ul style="list-style-type: none"> <li>• browsing history on other websites</li> <li>• search history</li> <li>• information on a consumer's interaction with a website, application or advertisement</li> <li>• Preferences</li> <li>• Interests</li> <li>• Behavior patterns</li> </ul>	NO
Geolocation data	<ul style="list-style-type: none"> <li>• Approximate location based on IP address</li> </ul>	YES
Sensory data	<ul style="list-style-type: none"> <li>• audio, electronic, visual, thermal, olfactory or similar information.</li> </ul>	NO
Professional or employment-related information	<ul style="list-style-type: none"> <li>• current or past job history or performance evaluations</li> </ul>	NO
Non-public education information (per the Family Educational Rights and Privacy Act (20 U.S.C. Section 1232g, 34 C.F.R. Part 99))	<ul style="list-style-type: none"> <li>• education records directly related to a student maintained by an educational institution or party acting on its behalf, such as grades, transcripts, class lists, student schedules, student identification codes, student financial information or student disciplinary records</li> </ul>	NO
Inferences drawn from other personal information	<ul style="list-style-type: none"> <li>• profile reflecting a person's preferences, characteristics, psychological trends, predispositions, behavior, attitudes, intelligence, abilities and aptitudes</li> </ul>	NO

**3. COOKIES AND SIMILAR TECHNOLOGIES**

Our Sites use cookies and similar technologies to enhance your experience when viewing the Sites and to compile statistical information regarding their use. A cookie is a file that is transmitted by a website to a user's browser. The browser then saves that file in a designated file for cookies on your computer or device. For more information about how we use cookies and similar technologies, please see our Cookie Policy.

**4. SOURCES OF PERSONAL INFORMATION**

You may voluntarily provide Personal Information to us through our provision of Services or when you:

- sign-up for a newsletter
- request information from us

- request Services, including support and maintenance, from us
- enter into a contractual relationship for Services
- interact with us at an event
- visit our Sites
- use our web applications
- apply for a job
- send us communications
- call or visit one of our offices.

We may also collect Personal Information automatically when you:

- browse our Sites
- access our Services from a mobile device

We may also collect Personal Information from other sources including:

- publicly available and subscription-based sources
- event sponsors
- our customers
- counterparties in transactions or disputes
- social media
- our service providers and other vendors

Spectra needs to collect Personal Information to provide the requested Services to you or to provide Services to our customers. If you do not provide the information requested, we may not be able to provide the Services. Where Spectra receives Personal Information from its customers about employees or other individuals, the customer is responsible for ensuring that any such Personal Information is transferred to us in compliance with applicable data protection laws and regulations.

Please note that Spectra is not in the business of processing Personal Information or providing data recovery services. On those occasions when performing support and maintenance services or professional services where Spectra may have physical access to a customer's tape media, Spectra may be required to access meta data on or relating to the tape media, but Spectra does not access the customer's data on the tape media.

## 5. **HOW WE USE YOUR PERSONAL INFORMATION**

We use Personal Information for the following purposes:

- Responding to requests for information
- Providing, developing, customizing and improving our Services
- Fulfilling your requests for Services
- Verifying your identity and for fraud prevention
- Creating and managing accounts
- Responding to and providing support and maintenance services
- Providing professional services
- Providing you with updates and information about Services we provide
- Creating user preferences regarding emails and other correspondence
- Sending you marketing information about us and our affiliated entities

- Sending you email and text communications such as electronic newsletters about our Services which may be of interest to you
- Improving the effectiveness of our Sites, our marketing endeavors and our Services
- Helping us address problems with and improve our Sites and our products and services, including testing and creating new products, features and services
- Protecting the security and integrity of the Sites, including understanding and resolving any technical and security issues reported on our Sites
- Resolving disputes
- Engaging in analysis, research and reports regarding the use of our Sites and Services
- For internal business purposes and our legitimate interests
- Complying with the law and protecting the safety, rights, property or security of Spectra, our Services and the general public
- For purposes disclosed at the time you provide your information or as otherwise set forth in this Privacy Notice

We engage in these activities:

- To fulfil our ethical, legal and contractual obligations with our customers and suppliers
- Because we have a legitimate interest in monitoring how our Services are used to help us provide better Services to our users
- Because we have a legitimate interest in detecting and preventing fraud, crimes and other misuses of our Sites and web applications
- To manage our relationships with customers, to comply with legal obligations and/or because we have other legitimate interests.

You consent to us using your Personal Information for our advertising and direct marketing purposes so that we can inform you of our Products and other matters we believe would be of interest to you. If you do not wish to receive this information, you may unsubscribe by following the instructions included in the communications you receive from us or by emailing us, as described in Section 11, CHOICES AND ACCESS, below.

We may aggregate and/or anonymize Personal Information so it is no longer considered Personal Information. We do this to generate other data for our use, which we may use and disclose for any purpose.

## 6. **DISCLOSURE OF YOUR PERSONAL INFORMATION**

We may disclose your Personal Information to:

- Our affiliates
- Contractors, vendors and services providers
- Counterparties to transactions or disputes and their counsel

We may also disclose Personal Information as necessary to:

- Comply with applicable laws and regulations
- To cooperate with public and government authorities
- To cooperate with law enforcement
- To enforce our terms and conditions
- To protect our rights, privacy, safety or property and/or that of our subsidiaries or others

- Effectuate any reorganization, merger, sale, joint venture, assignment, transfer or other disposition of all or any portion of our business, assets or stock (including in connection with any bankruptcy or similar proceedings) with a third party

We **DO NOT** sell your Personal Information.

## 7. **PROTECTION OF YOUR PERSONAL INFORMATION**

We have implemented reasonable measures to secure Personal Information from accidental loss or destruction and from unauthorized access, use, alteration and disclosure. Unfortunately, no transmission or storage system can be guaranteed 100% secure.

## 8. **INFORMATION RELATING TO MINORS**

The nature of our services is not intended for individuals under the age of 16.

## 9. **CROSS-BORDER DATA TRANSFERS**

We may transfer Personal Information to jurisdictions as necessary for the purposes described above, including to jurisdictions that may not provide the same level of protection as your country of residence. This may include transfers to third parties, such as developers, service providers or affiliated entities, that are location outside the United States. We will take reasonable steps to ensure that the overseas entity protects your Personal Information as described in this Privacy Notice.

## 10. **ADDITIONAL INFORMATION REGARDING VISITORS TO OUR SITES FROM OUTSIDE OF THE UNITED STATES**

If you are visiting our Sites from a location outside of the U.S., your connection may be through and to servers located in the U.S. The information you receive from our Sites may be created on servers located in the U.S. and all information you provide may be maintained on web servers and systems located within the U.S. The data protection laws in the United States may differ from those of the country in which you are located, and your information may be subject to access requests from governments, courts or law enforcement in the U.S. according to laws of the United States. By using our Sites or providing us with any information, you consent to the transfer to and processing, usage, sharing and storage of your information in the United States as set forth in this Privacy Notice.

## 11. **CHOICES AND ACCESS**

You have choices regarding marketing-related communications. If you no longer want to receive marketing-related emails from Spectra, you may opt-out by following the unsubscribe instructions in our marketing emails or by sending an email to [marketing@spectrallogic.com](mailto:marketing@spectrallogic.com).

If you would like to request to review, correct, update, suppress/delete or object to or restrict processing of your Personal Information, please contact us in accordance with the Contact Us section below. We will respond to your request in a manner consistent with applicable law. Please note that verification of your identity will be required.

If you are a resident of Australia, please refer to the “Additional Information Regarding Australia” section at the end of this Privacy Notice for more information about the requests you may make under Australian law.

If you are a resident of California, please refer to the “Additional Information Regarding California” section at the end of this Privacy Notice for more information about the requests you may make under the CCPA.

If you are a resident of EU, Switzerland or UK, please refer to the “Additional Information Regarding EU, Switzerland and UK” section at the end of this Privacy Notice for more information about the requests you may make under GDPR.

In your request, please make clear what you are seeking in your request, including what Personal Information is subject to your request. Verification of your identity is required with a request to access or update your Personal Information so that we can ensure your Personal Information is disclosed only to you. Inaccurate information will be corrected upon receiving advice from you. If we are unable to provide you with access to or correct your Personal Information, we will provide reasons for our refusal. We will respond to your requests within a reasonable period of time.

## 12. **RETENTION PERIOD**

We will retain Your Personal Information only for as long as is necessary for the purposes set out in this Privacy Notice. We will retain and use your Personal Information to the extent necessary to comply with our legal obligations, resolve disputes and enforce our legal agreements and policies. We may also retain usage data for internal analysis purposes. Usage data is generally retained for a shorter period of time, except when this data is used to strengthen the security or to improve the functionality of our Services or we are legally obligated to retain this data for longer time periods.

## 13. **THIRD PARTY WEBSITES**

The Sites and Applications may contain links to unaffiliated third parties. This Privacy Notice does not apply to such third-party sites. When you click a link to visit a third-party website, you will be subject to their website’s privacy practices. We encourage you to review the privacy and security practices of any linked third-party website before providing any Personal Information on that website.

## 14. **CHANGES TO THIS PRIVACY NOTICE**

We may update this Privacy Notice from time to time. When we do, we will post the current version on our Sites, and we will revise the version date located at the top of this page. Any changes become effective when we post the revised Privacy Notice. Your continued use of our Services following these changes means that you accept the revised Privacy Notice.

## 15. **CONTACT US**

If you have questions or concerns regarding our Privacy Notice or practices or you want to exercise your rights, you may contact us at:

- **Email Address:** [privacy@spectralogic.com](mailto:privacy@spectralogic.com)
- **Postal Address:**  
Spectra Logic Corporation  
6285 Lookout Road  
Boulder, CO 80301

## 16. **ADDITIONAL INFORMATION REGARDING AUSTRALIA**

Australia Privacy Act

Pursuant to the Australia Privacy Act, we are providing the following additional details about our practices when collecting and handling the Personal Information of residents of Australia.

#### **16.1 ANONYMOUS OR PSEUDOANONYMOUS OPTION**

Where possible, we provide you with the option to use our Services anonymously or pseudo-anonymously.

#### **16.2 KEEPING YOUR PERSONAL INFORMATION ACCURATE**

We take reasonable steps to ensure that the Personal Information we collect and use is accurate. We rely on you to advise us of any changes in your Personal Information to help us to do so. Please see Sections 11 and 15 to request access to or correction of your Personal Information.

### **17. ADDITIONAL INFORMATION REGARDING CALIFORNIA**

California Consumer Privacy Act of 2018 (CCPA)

#### **17.1 NO SALE OF PERSONAL INFORMATION**

We do not sell Personal Information of adults or minors under the age of 16, as defined or as contemplated by the CCPA.

#### **17.2 CALIFORNIA CONSUMER PRIVACY RIGHTS**

As a “California Consumer” under the CCPA, you have the following rights:

- **Right to Disclosure:** California Consumers have a right to request information from Spectra regarding the Personal Information Spectra collects and discloses for business purposes about the consumer.
- **Deletion:** In certain circumstances, you have the right to request we delete Personal Information we collected from you. Please note that the right to request deletion is subject to certain exceptions under the CCPA.
- **Non-Discrimination:** Spectra will not discriminate against California Consumers for exercising their rights under the CCPA.

Spectra does not offer financial incentives or price or service differences in exchange for the retention of a California Consumer’s Personal Information.

#### **17.3 HOW TO SUBMIT A VERIFIABLE REQUEST**

Spectra will respond to requests in accordance with the CCPA if it can verify the identity of the individual submitting the request. California Consumers can exercise these rights by email at [privacy@spectralogic.com](mailto:privacy@spectralogic.com). We may not be able to comply with your request if we are unable to confirm your identity or connect the information you submit in your request with Personal Information in our possession.

#### **17.4 AUTHORIZED AGENT**

A California Consumer may designate an “Authorized Agent” registered with the California Secretary of State to submit a disclosure or deletion request on behalf of the Consumer. For us to respond to a request from an Authorized Agent, we may:

- Request a copy of the written permission granting the Authorized Agent to make such a request on the consumer’s behalf; and
- Verify the identity of the consumer.

We may deny a request from an Authorized Agent that does not submit proof that they have been authorized by a consumer to act on their behalf.

18. **ADDITIONAL INFORMATION REGARDING EEA, SWITZERLAND AND UK**

General Data Protection Regulations (Regulation (EEA) 2016/679)  
 Federal Act on Data Protection (FADP)  
 UK GDPR and Data Protection Act 2018

18.1 **LEGAL BASIS**

The following table describes the purposes for which we use Personal Information and the corresponding legal basis:

<b>Purpose</b>	<b>Legal Basis</b>
<b>Website operation and functionality</b> – to operate, maintain, and improve our website, including troubleshooting, support, and user interface personalization.	<b>Legitimate interests</b> – to ensure the website functions properly and provides a positive user experience.
<b>Analytics and performance</b> – to analyze website traffic and usage patterns to improve our services.	<b>Consent</b> – obtained via cookie banner or settings.
<b>Communication with users</b> – to respond to inquiries, provide requested information, or manage user accounts.	<b>Legitimate interests</b> – to respond to user-initiated communication. <b>Contract performance</b> – when communication is related to a contract or service request.
<b>Marketing (where applicable)</b> – to send promotional content by email or online ads, where legally permitted.	<b>Consent</b> – users must opt in. <b>Legitimate interests</b> – for existing customers where soft opt-in applies.
<b>Security and fraud prevention</b> – to protect our website, users, and systems from unauthorized access or malicious activity.	<b>Legitimate interests</b> – to ensure network and information security.
<b>Legal compliance</b> – to comply with applicable laws and respond to lawful requests.	Legal obligation

## 18.2 YOUR RIGHTS

**Under GDPR in EU and UK and FADP in Switzerland, you have the following rights:**

- **Access:** to request a copy of your personal data.
- **Rectification:** to correct inaccurate or incomplete data.
- **Erasement:** to request deletion of your data (subject to certain exceptions).
- **Restriction:** to limit how we process your data in certain circumstances.
- **Objection:** to processing based on our legitimate interests.
- **Portability:** to receive your data in a portable format.
- **Withdraw consent:** where you have given consent, you may withdraw it at any time.

You also have the right to lodge a complaint with your local data protection authority, such as the Information Commissioner's Office (ICO) in the UK or your national supervisory authority in the EU.

## 18.3 INTERNATIONAL DATA TRANSFERS

We are headquartered in the United States, and your Personal Information may be transferred to, stored in, or accessed from countries outside of your country of residence, including the United States. These countries may not have data protection laws that are equivalent to those in your jurisdiction. When we transfer personal information from the EEA, UK or Switzerland to countries that are not deemed to provide an adequate level of data protection, we rely on appropriate safeguards in accordance with applicable data protection laws. These include:

- The **Standard Contractual Clauses** approved by the European Commission under Article 46 of the EU General Data Protection Regulation (GDPR), and
- The **UK International Data Transfer Agreement (IDTA)** or **UK Addendum** to the EU SCCs, as approved by the UK Information Commissioner's Office.

These safeguards are incorporated by reference and apply to all cross-border transfers of Personal Information subject to the GDPR and UK GDPR. Copies of these transfer mechanisms are available upon request by contacting us at [privacy@spectrallogic.com](mailto:privacy@spectrallogic.com).

## EXHIBIT F

### RETURN MERCHANDISE AUTHORIZATIONS PROCESS

Customer Obligations – see Exhibit F-1

RMA Instructions – see Exhibit F-2

Follow the procedure below to return a library or component to Spectra Logic.

1. Please package the faulty library component in the original carton in which it was shipped, utilizing the packing materials provided to prevent damage during shipment.
  - Warning: Severe damage can occur if the product is not packaged correctly in its original box with the original packing materials. Replacement packaging material may be provided by request if original packaging has been discarded. Ask your Spectra Logic Sales Representative for details (additional charges may apply). You may be invoiced if equipment returns damaged due to incorrect shipping.
  
2. Please place the prepaid FedEx shipping label onto the sealed box with the return item, utilizing the return packaging provided. If you do not have a return shipping label, please contact the Spectra Returns email alias at [spectrareturms@spectralogic.com](mailto:spectrareturms@spectralogic.com), including the incident number if possible, and assistance will be provided.

Ship the package to:

**Spectra Logic Corporation**  
**ATTN: {RMA Number}**  
**6101 Lookout Road**  
**Boulder CO 80301-3580**

If you have any questions regarding this process, please contact us at [spectrareturms@spectralogic.com](mailto:spectrareturms@spectralogic.com).



## RMA Returns – Customer Obligations

This document outlines the responsibilities of the Customer in relation to the return of malfunctioning equipment under Spectra-provided support levels. Support offerings can be reviewed at:

<https://support.spectralogic.com/services-and-contracts/spectraguard-support-offerings>.

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### 1. For support levels that require the Customer to return parts to a Spectra depot for repair:

- The Customer is solely responsible for arranging and covering the cost of shipping the malfunctioning equipment to and from Spectra.
  - This includes, but is not limited to: Duties and taxes, freight charges, insurance, any other associated shipping and handling costs.

### 2. For support levels in which Spectra ships a replacement part directly to the Customer:

- The Customer must return the malfunctioning and/or temporary equipment to Spectra within five (5) business days of receiving the replacement.
- Failure to return the specified equipment within the stated timeframe will result in immediate liability for:
  - The full replacement cost of the equipment and any related charges, including shipping, customs, duties, and taxes.
- If the Customer neither returns the equipment nor pays the issued invoice within ten (10) business days of receiving written notice, Spectra reserves the right to take corrective action.
  - This includes, but is not limited to, cancellation of the Customer's Service Agreement in order to recover the cost of the unreturned equipment.

### 3. For support levels where a Spectra or Spectra-authorized Service Provider carries the replacement equipment directly to the Customer's site:

- The field service representative that brought the replacement part on site is responsible for the return of the removed component.
- If the Customer requests that the malfunctioning equipment remain on site, the responsibility for return and compliance shifts to the Customer.

### 4. For support levels where a Field Engineer replaces a part that was shipped from their depot, the Field Engineer will facilitate return of the defective part.

### 5. For support levels where a Spectra-authorized Logistics Provider delivers the replacement equipment directly to the Customer's site:



## RETURNING PRODUCTS REPLACED BY TECHNICAL SUPPORT (RMAs)

**\*\*\*PLEASE SAVE ALL PACKING MATERIALS & PAPERWORK\*\*\***

INSTRUCTIONS FOR RETURNING PRODUCTS REPLACED BY TECHNICAL SUPPORT (RMAs):

YOU MUST RETURN YOUR EQUIPMENT TO SPECTRA LOGIC *WITHIN 5 BUSINESS DAYS* AS OUTLINED IN YOUR SPECTRA LOGIC SERVICE AGREEMENT.

PACK THE PRODUCT IN ITS ORIGINAL BOX USING THE ORIGINAL SPECTRA LOGIC PACKING MATERIALS.

**WARNING:** SEVERE DAMAGE CAN OCCUR IF THE PRODUCT IS NOT PACKAGED CORRECTLY IN ITS ORIGINAL BOX WITH THE ORIGINAL PACKING MATERIALS. YOU ARE LIABLE FOR ANY DAMAGE THAT RESULTS FROM UNAUTHORIZED PACKING MATERIALS OR THE IMPROPER PACKING OF THE PRODUCT.

*\*\*\* IF YOUR PACKING MATERIALS WERE DAMAGED DURING THE INITIAL SHIPMENT, PLEASE CONTACT SPECTRA LOGIC \*\*\**

MAKE SURE THE CONTENTS OF THE BOX ARE SECURE BY TIGHTLY TAPING THE BOX CLOSED.

**IF YOU ARE WITHIN THE UNITED STATES** YOU HAVE BEEN PROVIDED A RETURN LABEL USING FEDEX. APPLY IT TO THE OUTSIDE OF THE BOX. PLEASE FOLLOW INSTRUCTIONS FOR CONTACTING THE CARRIER FOR PICK UP CORRESPONDING TO YOUR LABEL/EMAIL FROM SPECTRA.

**FEDEX** – TO FIND A DROP OFF LOCATION, GO TO FEDEX.COM OR CALL 1-800-GOFEDEX. TO SCHEDULE A PICK-UP, HAVE YOUR LABEL READY AND CALL 1-800-GOFEDEX (THE CUSTOMER SERVICE REP WILL ASK FOR INFORMATION FROM THE LABEL, SO PLEASE MAKE SURE TO HAVE IT AVAILABLE WHEN CALLING).

**IF YOU ARE OUTSIDE THE UNITED STATES**

YOU HAVE BEEN PROVIDED WITH A DHL RETURN LABEL AND COMMERCIAL INVOICE. PLACE YOUR COMPANY'S REGISTRATION NUMBER (VAT/TAX ID) UNDER YOUR SHIP FROM ADDRESS. **TO SCHEDULE A PICKUP, THE PROVIDED DHL RETURN LABEL PDF WILL INCLUDE A HYPERLINK 'SCHEDULE A PICKUP' TO COORDINATE A PICKUP IN THE SPECIFIC COUNTRY THE LABEL IS CREATED FOR.** TO FIND A DROP-OFF LOCATION, PLEASE GO TO [HTTPS://MYDHL.EXPRESS.DHL/US/EN/LOCATOR.HTML](https://mydhl.express.dhl/us/en/locator.html). APPLY 2 COPIES OF THE COMMERCIAL INVOICE AND 1 COPY OF THE RETURN LABEL TO THE OUTSIDE OF THE BOX.

DHL FAQ FOR HOW TO SCHEDULE PICKUP ONLINE:

[HTTPS://WWW.DHL.COM/DISCOVER/EN-MY/SHIP-WITH-DHL/SERVICES/DHL-SHIPPING-TOOLS/SCHEDULE-PICKUP](https://www.dhl.com/discover/en-my/ship-with-dhl/services/dhl-shipping-tools/schedule-pickup)

**IF YOU CANNOT LOCATE THE RETURN LABEL, PLEASE CONTACT SPECTRA LOGIC (SEE BELOW).**

**SERVICE PROVIDERS / FIELD ENGINEERS** PLEASE APPLY THE RETURN LABEL PROVIDED WHICH WAS ATTACHED TO THE PACKAGE FROM THE LOCAL WAREHOUSE TO SHIP BACK TO SPECTRA LOGIC DIRECTLY. PLEASE BE SURE TO PROVIDE THE INCIDENT (RMAWO) NUMBER ON THE LABEL.

**NOTE:** YOUR RMA REFERENCE NUMBER *MUST* APPEAR ON THE LABEL/BOX. IF YOUR PRODUCT IS RECEIVED AT SPECTRA LOGIC WITHOUT A REFERENCE NUMBER, OR MARKED INCORRECTLY, YOU MAY NOT BE CREDITED FOR THIS RETURN AND YOU MAY BE HELD RESPONSIBLE FOR THE LIST PRICE OF THE MISSING PRODUCT.

**NOTE:** IF YOU ARRANGED THE RETURN YOURSELF, PLEASE EMAIL THE TRACKING INFORMATION TO: [SPECTRARETURNS@SPECTRALOGIC.COM](mailto:SPECTRARETURNS@SPECTRALOGIC.COM).

**IF YOU EXPERIENCE DIFFICULTY OR NEED ASSISTANCE:**

PLEASE DO NOT HESITATE TO CONTACT SPECTRA LOGIC TO REQUEST ASSISTANCE OR ASK ANY QUESTIONS YOU MAY HAVE AT [SPECTRARETURNS@SPECTRALOGIC.COM](mailto:SPECTRARETURNS@SPECTRALOGIC.COM).