



General Terms and Conditions Applicable to All Programs and Activities at the SNIA Technology Center, Colorado Springs, CO

_____ (“Participating Company”) wishes to participate in the Programs and Activities offered by or through the Storage Networking Industry Association (“SNIA”) at the SNIA Technology Center (collectively, the “Programs”), and SNIA wishes to allow Participating Company to participate in such Programs. Now, therefore, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. These General Terms and Conditions apply to each Program in which Participating Company participates, and apply to each and every Application and Agreement Form executed by Participating Company in connection with the Programs. In the event of a conflict between these General Terms and Conditions and an Application and Agreement Form, these General Terms and Conditions govern.
2. Participating Company agrees to comply with all technical requirements and administrative policies established by SNIA, where (a) such requirements and policies are specifically brought to the attention of the Participating Company, and (b) a full and complete copy of such requirements and policies are provided to the Participating Company. Participating Company agrees to comply with all technical requirements and administrative policies established by SNIA. SNIA will make these policies available on or through its website (www.snia.org) and it will use commercially reasonable efforts to give notice to Participating Company of new policies or changes to policies by e-mail. With respect to any such notice, Participating Company agrees that SNIA may use either its identified Primary Representative contact e-mail (for SNIA members) or the e-mail address listed below for Participating Company (Participating Company may update this email address by sending email to tcadmin@snia.org).
3. Participating Company agrees that it assumes the full risk and responsibility of damage to or loss of its equipment while at, or in shipment to, the location of the Program, regardless of the cause thereof. Participating Company also agrees that it assumes the full risk and responsibility for all claims by its employees, other participants, or attendees for personal injury or property damage to the extent caused by the Participating Company’s acts, errors, omissions, or operation of Participating Company’s products, and Participating Company further agrees to defend, indemnify, and hold SNIA harmless from any and all such claims, provided SNIA provides prompt written notice of such claims to Participating Company. Participating Company may control the defense of SNIA with respect to any claims for which Participating Company has acknowledged the duty to indemnify.
4. Participating Company agrees that it will not access or use the hardware, software or microcode of any third party for the purposes of reverse-compiling, reverse-assembly, reverse-translating, copying, altering, downloading, distributing, corrupting, disabling, destroying, “hacking,” or interfering with any confidential or proprietary information of that third party to the extent such action violates a copyright, patent, or other proprietary right of that third party. Participating Company agrees not to access hardware or software to run unauthorized performance or benchmarking tests. In the event of termination or nonrenewal of this Agreement by either party, the Participating Company shall within a period of sixty (60) days recover all of its equipment from the SNIA Technology Center. The SNIA Technology Center shall cooperate fully in such recovery. The Participating Company shall be solely responsible for the cost and expenses of removing its equipment. Equipment left at the SNIA Technology Center longer than sixty (60) days is subject to disposal, with all disposal/destruction charges being billed to Participating Company.
5. BOTH PARTIES EXPRESSLY DISCLAIM ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED, REGARDING THE PROGRAMS, THE SNIA TECHNOLOGY CENTER, OR PARTICIPATING COMPANY’S PRODUCTS AND SERVICES, INCLUDING WITHOUT LIMITATION ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NONINFRINGEMENT.

6. EXCEPT AS OTHERWISE PROVIDED IN THESE GENERAL TERMS AND CONDITIONS, NEITHER PARTY WILL BE LIABLE TO THE OTHER PARTY FOR ANY INCIDENTAL, CONSEQUENTIAL, INDIRECT, OR SPECIAL DAMAGES, OR ANY DAMAGES RESULTING FROM THE COST OF PROCURING SUBSTITUTE GOODS OR SERVICES, LOST PROFITS, LOSS OF USE, OR LOSS OF DATA, WHETHER OR NOT THAT PARTY HAD ADVANCE NOTICE OF THE POSSIBILITY OF SUCH DAMAGES, HOWEVER CAUSED AND UNDER ANY THEORY OF LIABILITY.

These General Terms and Conditions are hereby accepted:

By Participating Company:

Date: _____

Signature: _____

Print Name: _____

Title: _____

Address: _____

Email Address: _____

(For new Policy / Policy Change notifications – required for non-SNIA members)

By SNIA:

Date: _____

Signature: _____

SNIA Secretary

Storage Networking Industry Association

4360 ArrowsWest Drive

Colorado Springs, CO 80907

FAX: (719) 694-1389

Storage Networking Industry Association