



SNIA Innovation Labs Terms and Conditions Agreement

"Participating Company or Participating Organization," hereafter referred to as "**Participant**" wishes to participate in the Programs and Activities offered by or through SNIA's Innovation Labs (collectively, the "Programs"), which may be accessed remotely or physically at 12500 East Arapahoe Road, Suite C, Cage 54, Centennial, CO 80112 (the "Premises"), and SNIA wishes to allow Participant to participate in such Programs, which may require equipment or software to be installed at Premises.

Now, therefore, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Where applicable these General Terms and Conditions apply in conjunction with any SNIA Program Application and Agreement Form ("A&A") or SNIA Master Agreement Form executed by Participant. In the event of a conflict between these General Terms and Conditions and an Application and Agreement Form or SNIA Master Agreement Form, these General Terms and Conditions govern.

3. Participant 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. Participant 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 Participant's acts, errors, omissions, or operation of Participant's products, and Participant 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 Participant. Participant may control the defense of SNIA with respect to any claims for which Participant has acknowledged the duty to indemnify.

4. Participant 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. Participant 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, if the Participant has equipment or software installed on Premises in the Innovation Labs, the Participant shall, within a period of sixty (60) days, recover all its equipment and fully uninstall its software in a non-destructive and non-disruptive manner. SNIA shall cooperate fully in such recovery. The Participant shall be solely responsible for the cost and expenses of removing its equipment. Equipment left at the Premises of SNIA Innovation Labs longer than sixty (60) days is subject to disposal, with all disposal/destruction charges being billed to Participant.

5. BOTH PARTIES EXPRESSLY DISCLAIM ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED, REGARDING THE PROGRAMS, SNIA INNOVATION LABS, OR PARTICIPANT'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.



SNIA Innovation Labs

Terms and Conditions Agreement

These General Terms and Conditions are hereby accepted:

By Participant:

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
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