

# Crossbeam Spares Agreement

## Spares Agreement

This Spares Agreement is made between Crossbeam Systems, Inc., 80 Central Street, Boxborough MA, 01719, USA (“Crossbeam”) and the company named below, with its principal location at the address below (“Company”) and provides for the temporary consignment of the products identified below (“Spares”) to Company under the following conditions:

Company: \_\_\_\_\_

Address: \_\_\_\_\_

1. This Spares Agreement is a supplement to the maintenance contract referenced below (the “Maintenance Contract”), which is itself subject to the standard Crossbeam Maintenance Services Agreement available on the “Services” page of [www.crossbeam.com](http://www.crossbeam.com). Its term ends immediately upon termination of the Maintenance Contract, in accordance with its terms.

Service Contract Number	Part Number	Serial Number(s)	Site / Location	Contract Start Date	Contract End Date

2. Crossbeam will provide the following product spares (“Spares”) to Company:

Product (PN)	Quantity	Serial Numbers	Unit Price	Extended Price
				<b>TOTAL</b>

The Spares will be shipped ex-works from Crossbeam’s facility at Company’s expense. The Spares may be new or refurbished.

3. Company will warehouse the Spares at one or more installation sites for immediate installation by an in-house Crossbeam-certified technician when necessary in replacement of a non-functional Crossbeam product owned by Company. Company agrees only to use a Spare to replace a defective Crossbeam component that is covered under an existing Crossbeam service agreement and diagnosed by Crossbeam as faulty, and for no other purpose, without Crossbeam’s written consent. Before using a Spare, Company agrees to contact Crossbeam customer support to open a service request. If Crossbeam then diagnoses a component as faulty, Crossbeam will issue an RMA. Customer will then be authorized to put the relevant Spare into production and will take ownership of it. Crossbeam will then replace the defective product with a new Spare that will be covered by this Agreement. The defective product must be returned to Crossbeam in accordance with the terms of the Maintenance Contract, as if the Spare to be used were an advanced replacement product shipped under the Maintenance Contract.

4. This Agreement does not entitle Company to any maintenance, support or other services or any updates or new versions of the Spares. Crossbeam may, however, at its discretion upgrade and/or replace the Spares, or add Crossbeam-approved hardware, software and firmware modifications to the Spares at no cost to Company in order to improve performance and/or reliability.

5. The Spares shall at all times until an RMA is issued with respect to the appropriate product (“Conversion Date”) remain the property of Crossbeam.

6. Crossbeam will retain all right, title and interest in and to a Spare until the Conversion Date, and while a Spare is in the care, custody or control of Company, Company agrees that it will:

- take full responsibility for safeguarding the Spare;
- maintain the Spare in its original packaging in a secure location in compliance with Crossbeam storage and operating specifications with proper inventory controls (part numbers, serial numbers, etc.) and handling procedures to prevent damage;
- clearly mark the Spare as property of Crossbeam;
- bear all risk of loss or damage to Spare;
- reimburse Crossbeam for the value of the Spare, at the applicable price set forth above, if it is lost, stolen, or damaged;
- not transfer or provide access to the Spare (or any software contained in it) to any third party; and
- not allow any security interest, lien, tax lien or other encumbrance to be placed on any Spare (and Company will give Crossbeam immediate written notice should any third party attempt to place or place any such encumbrance).

7. At any time, immediately upon request of Crossbeam, Company shall ship the Spares to Crossbeam at the address above at Company’s expense, with the Company retaining risk of loss in transit. Company shall return the equipment in good working order, given allowance for normal use. Crossbeam may also charge Company for repairs required to be made to a returned Spare that was damaged while in Company’s custody.

8. In the event that Company does not comply with its obligations in Section 6 above, Crossbeam may issue an invoice for such Spares at the price indicated above, following written notice of its intention to do so and the passage of at least five (5) days without the breach of Section 6 being cured. Company hereby agrees to make payment against such invoice within thirty (30) days of receipt, even in the absence of a purchase order being issued by Company, regardless of any standard internal Company purchasing process.

9. Company hereby acknowledges that the Spares are subject to export controls under the laws and regulations of the United States. Company agrees to comply with all laws and regulations governing the use, export, re-export, and transfer of the Spares and will obtain all U.S. and local authorizations, permits, or agreements required pursuant to such laws and regulations. Company specifically represents and warrants that it will not export or re-export the Spares to any country to which the United States has embargoed or restricted the export of goods or services, including but not limited to Cuba, Iran, North Korea, Sudan, or Syria, nor to nationals of those countries, nor to any other restricted destinations or persons.

10. This Agreement contains the entire understanding of the parties with respect to the subject matter herein and merges all prior discussion between them. No modification or amendment to this Agreement shall be effective unless in writing and signed by authorized representatives of the parties. Neither party is bound by any provision of any purchase order, receipt, acceptance, confirmation, correspondence, or otherwise, unless the parties specifically agree to the provision in writing. Company may not assign its rights or obligations under this Agreement without the prior written consent of Crossbeam. This Agreement will be governed by laws applicable in the Commonwealth of Massachusetts, excluding any provision subordinating Massachusetts’ law to laws of any other state.

11. By his or her signature below, the individual executing this Spares Agreement certifies that he/she has the appropriate authority to bind the Company in accordance herewith.

Company:	Crossbeam Systems, Inc.
Authorized Signature:	Authorized Signature:
Name (printed):	Name (printed):
Title:	Title:
Date:	Date: