



EXHIBIT A

August 17, 2016

Mr. Peter Faulhaber
President
FUJIFILM Recording Media U.S.A., Inc.
200 Summit Lake Drive
Valhalla, New York 10595

RE: Letter Agreement between Crossroads, Fujifilm, and the Acquirer (the "Letter Agreement")

Ladies and Gentlemen:

Reference is made to the following agreements between Crossroads Systems, Inc. ("Crossroads") and FUJIFILM Recording Media U.S.A., Inc. ("Fujifilm") (collectively, the "Fujifilm Agreements"):

- (i) OEM License and Distribution Agreement dated April 30, 2012 by and between Crossroads and Fujifilm (the "License Agreement");
- (ii) RVA Services Provider Agreement effective February 20, 2009, by and between Crossroads and Fujifilm, as amended (the "RVA Agreement");
- (iii) Three-Party Master Depositor Escrow Services Agreement effective February 13, 2013, by and between Crossroads, Fujifilm, and Iron Mountain Intellectual Property Management, Inc. (the "IP Escrow Agreement"); and
- (iv) Mutual Non Disclosure Agreement dated February 19, 2009, by and between Fujifilm and Crossroads (the "Non Disclosure Agreement").

Crossroads entered into a transaction to sell all of its right, title and interest in and to certain assets related to Crossroads' product and support services division, including the Strongbox software and all rights therein and thereto, to StrongBox Data Solutions, Inc. ("Acquirer") on March 22, 2016 (the "Sale Date") (the "Sale"). As part of the Sale, Crossroads assigned all of its rights and obligations arising out of and relating to the Fujifilm Agreements to Acquirer, and Acquirer agreed, and hereby assumes and agrees, to perform all of Crossroads' obligations owed to Fujifilm under the Fujifilm Agreements, and Crossroads shall have no further obligations thereunder except as specifically provided herein.

1. Continuing Obligations for Pre-Sale Events. Notwithstanding the Sale or execution of this Letter Agreement, Crossroads and Fujifilm each agree that it will continue to be responsible to the other for any obligations to the other (i) that arose under the Fujifilm Agreements prior to the Sale Date (whether known or unknown as of the

date hereof) or (ii) that have arisen or may in the future arise (including after the Sale Date) in connection with any obligations to the other that accrued prior to the Sale Date (the "Continuing Obligations for Pre-Sale Events"). The Continuing Obligations for Pre-Sale Events are limited and/or conditioned as follows: (a) the Continuing Obligations for Pre-Sale Events applies only to damages with respect to events occurring prior to the Sale Date; (b) the Continuing Obligations for Pre-Sale Events is subject to the limitations and exclusions set forth in the Fujifilm Agreements including, but not limited to, Sections 7.1, 7.2, 7.3, 7.4, 7.5 and 7.6 of the License Agreement, and Sections 10.1, 10.2, and 10.3 of the Second Amendment to the RVA Agreement.

2. Continuing Obligations for Post-Sale Events. Notwithstanding the Sale or execution of this Letter Agreement, Crossroads and Fujifilm each agree that the other shall not be responsible to it for performing any obligations owed by it to the other under the Fujifilm Agreements that arise out of events occurring on or after the Sale Date (other than the Continuing Obligations for Pre-Sale Events) except as set forth in the following sentence (the "Continuing Obligations for Post-Sale Events" and together with the Continuing Obligations for Pre-Sale Events, collectively the "Continuing Obligations"). Crossroads and Fujifilm shall continue to be directly liable to the other for any breach of the Continuing Obligations in accordance with and subject to the terms and conditions of the Fujifilm Agreements:
 - a. All confidentiality obligations set forth in the Fujifilm Agreements, pursuant to the terms and conditions of the Fujifilm Agreements including, but not limited, to the following: Article 8 ("Confidential Information") of the License Agreement, Article 9 ("Confidential Information") of the IP Escrow Agreement, and Article 15 ("Confidentiality") of the RVA Agreement;
 - b. All indemnification obligations set forth in the Fujifilm Agreements, pursuant to the terms and conditions of the Fujifilm Agreements, that arose before the Sale Date and that have arisen (including after the Sale Date) in connection with any obligations to the other that accrued prior to the Sale Date including, but not limited to: Article 7 ("Indemnification") of the License Agreement, and Article 10 ("Indemnification") of the Second Amendment to the RVA Agreement;
 - c. The following general provisions of the Fujifilm Agreements: Article 12 ("General Provisions") of the License Agreement, Article 12 ("General") of the IP Escrow Agreement, and Article 18 ("General") of the RVA Agreement; and
 - d. All obligations arising before or after the Sale Date under the Non Disclosure Agreement, (i) which Non Disclosure Agreement shall remain in full force and effect as between Crossroads and Fujifilm hereafter in accordance with its terms and (ii) all of the obligations thereunder shall be binding upon Acquirer in accordance with its terms. Contemporaneously with execution of this Letter

Agreement. Acquirer shall enter into a new nondisclosure agreement with Fujifilm on terms and conditions no less beneficial to Fujifilm than those contained in the Non Disclosure Agreement.

3. With respect to the VAR (Partner) Agreement dated December 17, 2012 by and between Crossroads and Fujifilm, as amended (the "VAR Agreement"), in the event Fujifilm consents to the assignment of the VAR Agreement to Acquirer, (i) the VAR Agreement will be deemed to be included in the definition of Fujifilm Agreements under this Letter Agreement, (ii) Article 10 ("Confidentiality"), Article 9 ("Indemnification"), and Article 13 ("General") of the VAR Agreement are added to paragraphs 2.a, 2.b, and 2.c above, respectively; (iii) Acquirer will assume and agree, and hereby assumes and agrees, to perform (A) all of Crossroads' obligations under the VAR Agreement arising after the Sale Date, except for Crossroads' Continuing Obligations and (B) all of Crossroads' obligations that have arisen or may in the future arise (including after the Sale Date) in connection with any licenses or sales of Product (including Hardware and Software and other components) (all as defined in the VAR Agreement) binding commitments for the purchase of which were signed by Crossroads prior to the Sale Date, under Article 8 ("Limited Warranty; Disclaimer; Limitation of Liability") and Article 9 ("Indemnification") of the VAR Agreement), if at the time such obligation is to be performed Crossroads has ceased operations, becomes subject to a voluntary or involuntary bankruptcy or insolvency proceeding, fails to pay its debts as they come due, seeks reorganization or protection from creditors, or otherwise evidences that it has become insolvent. Fujifilm's consent to the assignment of the VAR Agreement to Acquirer is indicated by Fujifilm's signature below specifically for the VAR Agreement.
4. With respect to the Data Transfer and Use Agreement dated July 31, 2015, by and between Crossroads and Fujifilm (the "Data Transfer and Use Agreement"), Crossroads terminated the Data Transfer and Use Agreement pursuant to Section 5 of the Data Transfer and Use Agreement by written notice to Fujifilm on March 22, 2016.
5. Fujifilm hereby releases Crossroads from all obligations to Fujifilm under the Fujifilm Agreements or otherwise relating thereto other than the Continuing Obligations, and Crossroads hereby releases Fujifilm from all obligations to Crossroads under the Fujifilm Agreements or otherwise relating thereto other than the Continuing Obligations (all such obligations being the "Released Obligations").
6. Each of Crossroads and Fujifilm agrees that it will forever refrain and forbear from commencing, instituting, threatening, or prosecuting any lawsuit, action, or other proceeding against the other, based on, arising out of, or in connection with any claim, debt, liability, demand, obligation, cost, expense, action, or cause of action in connection with the Released Obligations; provided, however, that any party may sue to enforce this Letter Agreement.

7. In consideration of the provisions of this Letter Agreement, the Acquirer hereby agrees with Fujifilm that it fully assumes and agrees to perform (A) all obligations of Crossroads arising after the Sale Date under the Fujifilm Agreements except for Crossroads' Continuing Obligations and (B) all of Crossroads' obligations arising before or after the Sale Date under (i) Sections 8.6 and Articles 9 and 10 of the Second Amendment to the RVA Agreement (including all definitions contained in the RVA Agreement that are used in such Sections and Articles), (ii) Articles 2, 7, 8(b) and 12 of the IP Escrow Agreement, (iii) Articles 6 and 7 of the License Agreement, or (iv) the Non Disclosure Agreement, if at the time such obligation is to be performed Crossroads has ceased operations, becomes subject to a voluntary or involuntary bankruptcy or insolvency proceeding, fails to pay its debts as they come due, seeks reorganization or protection from creditors, or otherwise evidences that it has become insolvent.

8. Acquirer represents and warrants to Fujifilm that, after closing of the Sale, the Acquirer shall have the ability to perform Crossroads' obligations under the Fujifilm Agreements. Crossroads and Acquirer represent and warrant to Fujifilm (i) that they have informed Iron Mountain Intellectual Property Management, Inc. ("Iron Mountain") of the assignment to and assumption by Acquirer of Crossroads rights and obligations under the IP Escrow Agreement in a manner that constitutes "clear authoritative and conclusive written evidence of the change of Parties" under the IP Escrow Agreement such that Iron Mountain shall be obligated to continue to perform its obligations thereunder and (ii) that Crossroads' agreement with Salesforce.com expired on April 10, 2016 and Acquirer executed a new agreement with Salesforce.com with a contract start date of April 11, 2016, and that the user licenses for the Salesforce account have been renewed by Acquirer. Crossroads hereby represents, warrants, and certifies to Fujifilm that (except as expressly permitted pursuant to the Consent to Third Party Disclosure, dated as of April 15, 2016, which supplements the Data Transfer and Use Agreement, dated as of March 22, 2016, between Fujifilm and Acquirer) as required by the Data Escrow Agreement (defined below) it (a) will transfer all confidential and customer data of Fujifilm in Crossroads' possession within ten (10) days of the date hereof and all databases (such as backup databases) that may include confidential and customer data of Fujifilm, including but not limited to copies of all computer hard drives and other forms of such data, as required to comply with Crossroads legal obligation to maintain control over the Data during the pendency of pending litigation (the "Litigation Obligations") (excluding any non-customer related metadata which Crossroads may retain and use for Crossroads' business purposes) (the "Data") to Iron Mountain pursuant to a new escrow agreement covering the Data to be executed contemporaneously herewith or prior hereto by Iron Mountain, Crossroads and Fujifilm, at Crossroads' expense, in form and substance reasonably satisfactory to Fujifilm, (the "Data Escrow Agreement") that allows Crossroads (i) to access, and subsequently disclose in discovery, the Data to comply with a court order or applicable law as to which the Data may be relevant, discoverable or appear reasonably calculated to lead to the discovery of admissible evidence, and (ii) to access the Data to provide Crossroads with information necessary to allow it to perform its Continuing Obligations, subject

10. In reliance on the terms, conditions and covenants made in this Letter Agreement, including but not limited to the representations, warranties, and certifications set forth in paragraphs 8 and 9 above, Fujifilm hereby consents to assignment of the Fujifilm Agreements by Crossroads to the Acquirer in the Sale on the Sale Date.
11. Each of the undersigned shall each be responsible for its own fees and expenses incurred in connection with the negotiation, execution and effectuation of this Letter Agreement and the transactions contemplated hereby.

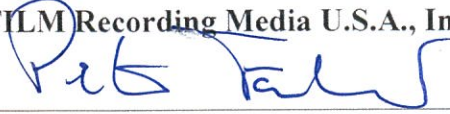
in both cases (i) or (ii) above to Crossroads giving reasonable prior written notice to Fujifilm so that Fujifilm may have a reasonable opportunity to seek appropriate measures to protect the confidentiality of the Data (b) has ceased accessing or in any way using the Data (except pursuant to the preceding clause (a) of this sentence) and that it has taken all reasonable steps to terminate Crossroads' right and ability to access or use the Data except as set forth in clause (a)(ii) of this sentence, and further that it has and will otherwise comply with the provisions of Articles 3 and 5 of the Data Transfer and Use Agreement between Crossroads and Fujifilm, which shall remain in full force and effect hereafter; and (c) that no copies of the Data or any databases or other media including any of the Data remain in the possession or control of Crossroads other than those deposited with Iron Mountain pursuant to the Data Escrow Agreement. Crossroads further agrees (x) that pursuant to the Data Escrow Agreement, Crossroads and Fujifilm will provide written instructions to Iron Mountain to destroy (and, upon Fujifilm's request, Iron Mountain will certify to Fujifilm the destruction of) all forms of the Data deposited by Crossroads pursuant thereto promptly after the later of (A) the date on which the Litigation Obligations terminate or are no longer in effect and (B) the date on which Crossroads does not need to access the Data to provide Crossroads with information necessary to allow it to perform its Continuing Obligations ; (y) upon the written request of Fujifilm no more often than once per fiscal quarter, to provide Fujifilm with written notice on whether or not the litigation giving rise to the Litigation Obligations is still pending until the Litigation Obligations terminate or are no longer in effect; and (z) to promptly inform Fujifilm when the Litigation Obligations terminate or are no longer in effect.

9. Crossroads hereby represents and warrants that-it transferred to the Acquirer on the Sale Date all legal rights in the Strongbox source code and all other legal rights in its possession necessary to conduct the business contemplated pursuant to the Fujifilm Agreements. Crossroads further represents and warrants that to the knowledge of Crossroads, other than the allegations of infringement made by Dot Hill in the lawsuit styled *Dot Hill Systems Corp. v. Crossroads Systems Inc.*, case No. 1:15-cv-01380 (D. Co.), which lawsuit is now settled, conducting the business contemplated pursuant to the Fujifilm Agreements would not infringe on the intellectual property or other rights of any third parties. Crossroads understands that KIP CR PI LP has provided a license to Strongbox Data Solutions, Inc. "SDSI" to the Strongbox Patents (as defined below). Crossroads and Acquirer each hereby jointly and severally represent and warrant that neither of them is aware of any patents owned or controlled by Crossroads that are or would be infringed by the Strongbox product, as the Strongbox product exists on the Sale Date. Further, Crossroads and Acquirer are not aware of any patents owned or controlled by KIP CR PI LP that are or would be infringed by the Strongbox product, as the Strongbox product exists on the Sale Date; except the foregoing statement excludes the following U.S. Patent Nos. that are licensed to SDSI: U.S. Patent Nos. 7908366, 8527561 B1, 8527561, 8639807 B2, 8631127 B2, 8817411, 8832495, 8856437, 8977827, 9058109, 9081730, 9087073, 9092138, 9128619, and 9141542, 8650241, 8949667, 8566517, 8843787, 8762330, 9013823 (collectively these patents are the "Strongbox Patents").



IN WITNESS WHEREOF, this Letter Agreement has been duly executed and delivered by the duly authorized signatories of the undersigned in consideration of the mutual agreements of the parties herein and intending to be legally bound as of the date first above written.

FUJIFILM Recording Media U.S.A., Inc.

By: 

Name: Peter Faulhaber

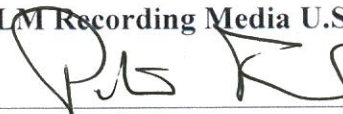
Title: President

Date: 8/22/14

By signing below, Fujifilm indicates its consent to the assignment of the VAR Agreement to Acquirer.

Acknowledged and consented to, intending to be legally bound:

FUJIFILM Recording Media U.S.A., Inc.

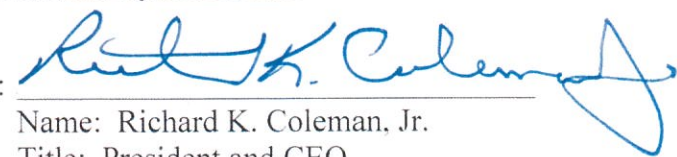
By: 

Name: Peter Faulhaber

Title: President

Date: 8/22/14

Crossroads Systems, Inc.

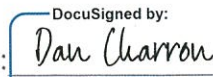
By: 

Name: Richard K. Coleman, Jr.

Title: President and CEO

Date: 8/17/16

StrongBox Data Solutions, Inc.

DocuSigned by:
By: 

Name: Dan Charron

Title: Director

Date: 8/18/2016