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(SSD CACHING SOFTWARE)**

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10. Termination. SanDisk may immediately terminate this Agreement, and exercise any other rights it may have, if (a) You breach this Agreement; or (b) You fail to pay the applicable license fee for the Software. Upon termination for any reason, You shall either promptly return to SanDisk all copies of the Software in Your possession or control or destroy (i.e. uninstall or delete) Your copies of the Software and certify in writing that all such copies have been destroyed. All sections that may be reasonably interpreted to or are intended to survive this Agreement will survive this Agreement, including without limitation Sections 5 through 17.

11. Governing Law. This Agreement shall be governed by the laws of the State of California in the United States, without giving effect to the State of California's choice of law principles and not including the 1980 United Nations Convention on Contracts for International Sale of Goods. Venue for any action under this Agreement shall lie in Santa Clara County, California. If any action is brought to enforce, or arises out of, this Agreement or any term, clause, or provision hereof, the prevailing party shall be awarded its reasonable attorneys' fees together with expenses and costs incurred with such action, including without limitation necessary fees, costs, and expenses for services rendered, as well as subsequent to judgment in obtaining execution thereof.

12. Acknowledgment of Understanding – Entire Agreement. You acknowledge that You have read this Agreement, understand it and agree to be bound by its terms and conditions. You also agree that this Agreement is the complete and exclusive statement of the agreement between SanDisk and You regarding the subject matter addressed herein and supersedes all proposals, representations or prior agreements, oral or written, and any other communications between SanDisk and You relating to the subject matter addressed herein. This Agreement may not be amended, except by an

agreement in writing that is signed by authorized representatives of SanDisk and You. To the extent the terms of any SanDisk policies or programs for support services conflict with the terms of this Agreement, the terms of this Agreement shall control.

13. **Severability.** You agree that the terms and conditions stated in this Agreement are severable. If any paragraph, provision, or clause in this Agreement shall be found or be held to be invalid or unenforceable in any jurisdiction, the remainder of this Agreement shall be valid and enforceable and the parties shall use good faith to negotiate a substitute, valid and enforceable provision which most nearly effects the parties' intent in entering into this Agreement.

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