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Update means any bug fix or other update to the

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6. TERM AND TERMINATION.

6.1 Term. This Agreement shall commence on the

Effective Date and continue in effect until terminated as provided herein or, if earlier, expiration of any time limit specified in the Sales Contract. Licensee may terminate this Agreement at any time for its convenience upon at least 30 days prior written notice to Violin.

6.2 Termination. Either party may terminate this Agreement if the other party breaches a material provision of this Agreement and fails to cure such breach within 30 days after receiving written notice of such breach from the other party. Notwithstanding the foregoing, this Agreement shall automatically terminate without further action by any party, immediately upon a material breach by Licensee of any obligation in Section 2.3 (Safeguards), 2.4 (Limitations), 2.5 (License Control) or 3.1 (Restrictions).

6.3 Effects of Termination. Upon any expiration or termination of this Agreement, all rights, obligations and licenses of the parties hereunder shall cease, except that the following shall survive: (a) all obligations that accrued prior to the effective date of termination (including payment obligations) and any remedies for breach of this Agreement; (b) Licensee shall stop using, un-install and destroy all copies of the Software and Documentation; and (c) the provisions of Sections 3 (Proprietary Rights), 4 (Warranties; Disclaimers), 5 (Limitation of Liability), 7 (General Provisions) and this Section 6 also shall survive.

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7.1 Entire Agreement. This Agreement constitutes the entire agreement, and supersedes all prior negotiations, understandings or agreements (oral or written), between the parties concerning the subject matter of this Agreement. Notwithstanding the foregoing, nothing in this Agreement will diminish Licensee's rights under applicable law that may not be waived by contract. Terms set forth in Licensee's purchase order (or any similar document) or in any quote, order, acknowledgment or similar communication that are in addition to or at variance with the terms of this Agreement are specifically waived by Licensee. Licensee acknowledges and agrees that all such terms will be considered to be proposed material modifications of this Agreement and will be of no legal force or effect unless expressly accepted in writing by Violin. No waiver, consent or modification of this Agreement shall bind either party unless in writing and signed by the party against which enforcement is sought. The failure of either party to enforce its rights under this Agreement at any time for any period will not be construed as a waiver of such rights. If any provision of this Agreement is determined to be illegal or unenforceable, that provision will be limited or eliminated to the minimum extent necessary so that this Agreement will otherwise remain in full force and effect and enforceable. This Agreement is in English only, which shall be controlling in all respects. No version of this Agreement in another language shall be binding or of any effect.

7.2 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of California, USA, without regard to its conflicts of law provisions. In the event of any conflict between United States and foreign laws, regulations and rules, United States laws, regulations and rules shall govern. The United Nations Convention on Contracts for the International Sale of Goods shall not apply to this Agreement. Exclusive jurisdiction and venue for any action arising under this Agreement is in the federal and state courts located in California having jurisdiction over Violin's principal office, and both parties hereby consent to such jurisdiction and venue for this purpose.

7.3 Remedies. Unless specifically provided otherwise, each right and remedy in this Agreement is in addition to any other right or remedy, at law or in equity. Licensee agrees that, in the event of any breach or threatened breach of Section 2.1 or Section 3, Violin may suffer irreparable damage for which there is no adequate remedy at law. Accordingly, in addition to any other remedy, Violin shall be entitled to seek injunctive and other equitable remedies to enjoin or restrain such breach or threatened breach, without the necessity of proving actual damages or posting any bond or surety.

7.4 Notices. Any notice or communication hereunder shall be in writing and either personally delivered or sent via recognized express delivery courier or certified or registered mail, prepaid and return receipt requested, addressed to the other party at its address specified herein or in the Sales Contract, or at such other address designated in a subsequent notice. All notices shall be in English, effective upon receipt.

7.5 Assignment. This Agreement and the rights and obligations hereunder are personal to Licensee, and may not be assigned or otherwise transferred, in whole or in part, without Violin's prior written consent. Any attempt to do otherwise shall be void and of no effect. Without Licensee's consent, Violin may assign this Agreement to any third party. This Agreement shall be binding upon, and inure to the benefit of, the successors, representatives and permitted assigns of the parties.

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