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NOTWITHSTANDING ANYTHING TO THE CONTRARY HEREIN, LICENSEE HEREBY ASSUMES AND ACCEPTS ALL LIABILITY RELATED TO ANY SUCH USE.

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

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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.

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