

STANDARD TERMS AND CONDITIONS

Acceptance. These Standard Terms and Conditions and the Sales Order (taken together, the "Agreement") constitute the entire agreement of Violin Systems LLC, and its subsidiaries ("Seller") and the customer identified in the Sales Order ("Buyer") for the purchase and sale of Products and Services. In the case of any conflict or inconsistency between these Standard Terms and Conditions and the Sales Order, the provisions of these Standard Terms and Conditions shall control. This Agreement controls over any additional or different terms in Buyer's acknowledgment, purchase order or other documentation. Buyer's acceptance will be indicated in any reasonable manner (such as, for example, by submitting a purchase order referencing the Sales Order or taking delivery of or paying for any Product or Service). Notwithstanding the foregoing, if Buyer and Seller have signed and delivered a separate written agreement (such as, for example, a reseller agreement, channel partner agreement or supply agreement) that is currently effective and intended to cover the Products and Services identified in this Sales Order ("Other Supply Agreement"), then the terms and conditions of the Other Supply Agreement (not these Standard Terms and Conditions) shall apply to the purchase and sale these Products and Services to the extent the terms of this Agreement and the Other Supply Agreement conflict.

Definitions. "Assistance" means, if any, the assistance provided by Seller to initially install and verify (or troubleshoot) operation of the Products; "Buyer Application" means any product, system, network or other application in which Buyer includes or uses any Product; "EULA" means the end user license agreement that accompanies any Software (or if not provided with the Software, then Seller's standard end user license agreement, which is posted at <http://www.violin-systems.com/legal/>; "Hardware" means any memory array, server appliance or other hardware product, system or equipment supplied by Seller; "Product" means any Hardware or Software product that is specifically identified in the Sales Order; "Professional Services" means certain engineering, consulting, training or other professional services performed by Seller; "Sales Order" means the most recent sales proposal, sales quotation, sales acknowledgment or other similar writing (or invoice, if no such writing exists) that describes the Products and Services that Seller will provide to Buyer; "Services" means, if and to the extent applicable, Professional Services, Support and/or Assistance; "Software" means any firmware, driver, manager, application or other computer program (in object code) that is installed and executes on Hardware, or that is delivered on separate media (or downloaded from Seller's website) and loaded and executed on any Hardware (or loaded and executed on Buyer's computer system in connection with operating any Hardware); "Specification" means the then current user guide, technical specification or other documentation (not including marketing collateral) as prepared by Seller; "Support" means the technical support and maintenance services for the Products, if any, specifically identified in the Sales Order.

Delivery. Products will be packed in accordance with Seller's standard practices and delivered to Buyer or its carrier EXW (Incoterms 2010), Seller's designated facility. Upon such delivery, title to Hardware (but not Software), and all risk of loss and damage to Products, shall pass to Buyer. Buyer shall be solely responsible to arrange and pay for all costs of handling, shipping and insuring the Products. If Seller makes any such arrangements, they will be charged to Buyer (or if paid for by Seller, then Buyer shall promptly reimburse Seller). Delivery dates are not guaranteed and Product supply is subject to availability and Seller's other obligations. Seller will notify Buyer if its Product requirements will not likely be satisfied, specifying the reasons for the expected delay and its anticipated duration. In no event shall Seller be liable for any damage or penalty for delay in delivery or for failure to give notice of delay. Delivery may be in advance of any scheduled delivery date upon reasonable prior notice to Buyer. Buyer shall submit all claims for shortages or notice of other irregularities to Seller within 10 days after delivery.

Software. Notwithstanding anything to the contrary herein, Software is licensed, not sold. Any reference to the sale or price of Software or copy thereof refers to its license or license fee. Subject to all terms and conditions in this Agreement and the EULA, Seller grants Buyer a nonexclusive, nontransferable (except in the case of firmware, to any subsequent purchaser of the applicable Hardware) right and license (without right to sublicense) to use the unmodified Software solely for Buyer's internal business purposes related to configuring, operating and managing the Hardware for which it was provided. Software may contain code and/or require license keys or devices that detect, prevent, report or disable unauthorized use.

Restrictions. Buyer agrees not to use any Confidential Information to create any product or specification that is similar to any Product or Specification, not to decompile, disassemble or otherwise reverse engineer any Product or use similar means to discover its underlying composition, structure, design, source code or trade secrets, not to use the Products (or allow the transfer, transmission, export or re-export of all or any part of the Products or any product thereof) in violation of any export control laws or regulations of the United States or any other relevant jurisdiction, not to alter, obscure or remove any patent notice or other proprietary or legal notice contained on any Product or packaging, and not to permit any third party to do any of the foregoing.

Services. Seller will use commercially reasonable efforts to perform Support substantially in accordance with the descriptions and schedules described in Seller's separate Support Services Policy (as referenced below) that corresponds with the level of Support purchased by Buyer, if any. In addition, at its discretion, Seller may provide Assistance to Buyer.

Professional Services. Seller will use commercially reasonable efforts to perform Professional Services substantially in accordance with the description of such

Professional Services provided by Seller, or the statement of work executed by Seller and Buyer. Acceptance of Professional Services will occur upon Seller's performance of such Professional Services. In the event that any custom deliverable (not Hardware or Software) fails to conform substantially to the acceptance criteria specified in the applicable Professional Services description or statement of work, Seller will have a reasonable time to remedy such substantial non-conformance, following Seller's receipt of written notice from Buyer specifying in reasonable detail the nature of such non-conformance. The terms of this Agreement shall apply to any Seller Professional Services description or statement of work unless the parties execute a separate services agreement signed by both parties, any terms in Buyer's purchase order to the contrary notwithstanding.

Access. Buyer shall provide such on-site access, remote access, information, cooperation and assistance as may be reasonably necessary for Seller to perform the Services. Buyer agrees to be solely responsible for backing-up or otherwise protecting all systems and networks (and all software, data and other information contained therein) prior to any installation, use, maintenance, service or removal of the Products or performance of any Service by Seller. Buyer hereby assumes and accepts all risk of loss and damage to Products, systems, networks and information that may result from the performance of any Service.

Payments. Prices and other amounts payable by Buyer are described in the Sales Order. All amounts shall be due and payable within 30 days after invoice in US dollars at Seller's address (or, at its option, to an account specified by Seller), in full without set-off, counterclaim or deduction. Past due amounts shall bear a late payment charge until paid at the rate of 1.5% per month or the maximum amount permitted by law, whichever is less. If any payment is past due, Seller shall have the right to take whatever action it deems appropriate (including without limitation, suspending its performance until paid, requiring payment in advance, requiring Buyer to establish an irrevocable standby letter of credit or refusing further orders). Buyer agrees to reimburse Seller for all reasonable costs (including attorneys' fees) incurred in collecting payments.

Capacity Limit. In the case of certain Products that are provided for use subject to a specified capacity limit, Buyer is only authorized to use such Products at or below the limit for which it has paid Seller. Buyer agrees to enable the Product's call home features to allow Seller to monitor capacity usage and to notify Seller promptly after its use of any Product exceeds any specified capacity limit. In such event (or if Seller otherwise learns that Buyer's use has exceeded any limit), then Seller may invoice Buyer for such excess use in accordance with its standard policy, and Buyer agrees to pay Seller the amount stated in such invoice, even if Buyer's usage falls below the capacity limit. Seller reserves the right to inspect, audit or otherwise verify Buyer's compliance with this Agreement.

No Refunds. All sales are final, all payments are non-refundable and Products may not be returned.

Taxes. All payments are exclusive of federal, state, local and foreign taxes, withholdings, duties, tariffs, levies and similar assessments on the license, sale, transport or use of any Product or Service, and Buyer agrees to be liable for and pay all such charges. All amounts due hereunder shall be grossed-up for any withholding taxes.

Security. To secure Buyer's full and timely payment, Buyer hereby grants to Seller a valid, first priority, continuing lien on and security interest in all Products and proceeds of resale. Buyer irrevocably authorizes Seller, at any time and from time to time, to file corresponding financing statements, and Buyer agrees to execute any notice, assignment or other documents and to otherwise assist Seller in perfecting and recording its security interest.

Limited Warranty and Product End-of-Life. Seller's End-of-Life Policy and limited warranty for Products is posted along with the Support Services Policy at www.violin-systems.com/support/services-and-plans and applies to the end user of the Product.

Exclusions. No warranty applies to any Product that is (a) returned without Seller's prior written authorization, (b) handled, transported, installed, operated, maintained, stored or used improperly, or in any manner not in accord with the Specification, Violin's instructions or recommendations or industry standard practice or (c) repaired, altered or modified other than by Violin or its authorized agents. Hardware may contain NAND Flash. NAND Flash devices use a silicon technology that has a maximum number of physical bytes that can be written to the device (the "Rated Life"). The applicable limited warranty for Hardware covers failures due to defects in workmanship and/or materials, but does not cover problems related to the device reaching its maximum Rated Life.

Disclaimers. EXCEPT AS EXPRESSLY SPECIFIED IN THESE STANDARD TERMS AND CONDITIONS, ALL PRODUCTS AND SERVICES ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND. SELLER DOES NOT WARRANT THAT PRODUCTS OR SERVICES WILL BE COMPATIBLE WITH ANY BUYER APPLICATION OR OTHERWISE MEET BUYER'S REQUIREMENTS, OR THAT PRODUCT OPERATION WILL BE UNINTERRUPTED OR ERROR-FREE. SELLER HEREBY DISCLAIMS (FOR ITSELF AND ITS SUPPLIERS) ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, ORAL OR WRITTEN, INCLUDING WITHOUT LIMITATION, ALL IMPLIED WARRANTIES OF NON-INFRINGEMENT, INTEGRATION, MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE AND ALL WARRANTIES ARISING FROM ANY COURSE OF DEALING OR PERFORMANCE OR USAGE OF TRADE. BUYER ACKNOWLEDGES THAT IT (NOT SELLER) IS RESPONSIBLE FOR THE SELECTION OF THE PRODUCTS AND ALL RESULTS OBTAINED FROM USE OF THE PRODUCTS IN BUYER APPLICATIONS, AND THAT BUYER HAS RELIED SOLELY ON ITS OWN TECHNICAL AND COMMERCIAL EXPERTISE, EXPERIENCE AND ANALYSES IN DECIDING TO ENTER INTO THIS AGREEMENT.

Confidentiality. The term "Confidential Information" means all financial, business and technical information that is disclosed by or for Seller in relation to this Agreement, which is marked or otherwise identified as proprietary or confidential at the time of disclosure or which, by its nature, would be understood by a reasonable person to

be proprietary or confidential), and all copies, analyses and derivatives thereof. Without limitation, Confidential Information includes Specifications, Product testing and performance information, and pricing information. Confidential Information shall not include any information that Buyer can demonstrate is generally available to the public without breach of this Agreement. Buyer shall maintain Confidential Information as secret and, except for the specific rights granted by this Agreement, Buyer shall not possess, access, use or disclose any Confidential Information without Seller's prior written consent. Buyer may disclose Confidential Information only to its employees and contractors that have a need to know and who are bound by confidentiality obligations at least as protective as these. Buyer shall be responsible for any breach of confidentiality by its employees and contractors. At Seller's request, Buyer shall return all tangible Confidential Information, permanently erase all Confidential Information from any storage media and destroy all information, records and materials developed therefrom.

No Implied Licenses. Except for the Software license expressly granted hereunder, no other license is granted and Seller (and its licensors) shall retain all rights, title and interests in and to all patent rights, copyright rights, trade secret rights and all other intellectual property and proprietary rights embodied in the Products and Specification.

Third Party Materials. Products may include, access or otherwise operate, interface or be delivered with software or other applications or copyrighted materials ("Third Party Materials"), which are licensed from and owned by third parties ("Third Party Licensors"). Buyer unconditionally agrees that it will use Third Party Materials in accordance with this Agreement unless different license terms are expressly specified as being applicable to such Third Party Materials ("Third Party License"), and that Third Party Licensors (a) make no representation or warranty to Buyer concerning the Products or Third Party Materials, (b) have no obligation or liability to Buyer as a result of this Agreement and (c) may be intended third party beneficiaries of this Agreement. Upon Buyer's specific written request received during the term of this Agreement, Seller will make available the source code for Third Party Materials, but only if and to the extent that such source code was made available to Seller and doing so is required by the applicable license. Identification of Third Party Materials and corresponding Third Party Licenses are available from Seller upon request and may be listed in the Specification.

Indemnification. Buyer agrees to indemnify and hold harmless Seller, its affiliates and suppliers, and their officers, directors, shareholders, employees and representatives, from and against any and all demands, damages, liabilities, losses, penalties, costs and expenses (including reasonable attorneys' fees) arising out of third party claims and actions that are related to (a) any Buyer Application, (b) Buyer's violation of any applicable law or regulation or (c) Buyer's negligence, misconduct or breach of any provision of this Agreement.

Liability Limits. SELLER SHALL NOT BE LIABLE CONCERNING THE SUBJECT MATTER OF THIS AGREEMENT, REGARDLESS OF THE FORM OF ANY CLAIM OR ACTION (WHETHER IN CONTRACT, NEGLIGENCE, STRICT LIABILITY OR OTHERWISE), FOR ANY (A) MATTER BEYOND ITS REASONABLE CONTROL, (B) LOSS OR INACCURACY OF DATA, LOSS OR INTERRUPTION OF USE, OR COST OF PROCURING SUBSTITUTE TECHNOLOGY, GOODS OR SERVICES, (C) INDIRECT, PUNITIVE, INCIDENTAL, RELIANCE, SPECIAL, EXEMPLARY OR CONSEQUENTIAL DAMAGES INCLUDING, BUT NOT LIMITED TO, LOSS OF BUSINESS, REVENUES, PROFITS OR GOODWILL OR (D) DAMAGES, IN THE AGGREGATE, IN EXCESS OF AMOUNTS PAID TO IT HEREUNDER FOR THE PRODUCT OR SERVICE GIVING RISE TO SUCH DAMAGES, EVEN IF SELLER HAS BEEN ADVISED OF THEIR POSSIBILITY. THESE LIMITATIONS ARE INDEPENDENT FROM ALL OTHER PROVISIONS OF THIS AGREEMENT AND SHALL APPLY NOTWITHSTANDING THE FAILURE OF ANY REMEDY PROVIDED HEREIN. PRODUCTS ARE NOT DESIGNED, MANUFACTURED OR INTENDED FOR USE IN HAZARDOUS ENVIRONMENTS OR WHERE FAIL-SAFE CONTROLS ARE REQUIRED (INCLUDING WITHOUT LIMITATION, OPERATION OF NUCLEAR FACILITIES, AIRCRAFT NAVIGATION OR COMMUNICATIONS, AIR TRAFFIC CONTROL, LIFE SUPPORT OR WEAPONS SYSTEMS) AND, NOTWITHSTANDING ANYTHING TO THE CONTRARY HEREIN, BUYER HEREBY ASSUMES AND ACCEPTS ALL LIABILITY RELATED TO ANY SUCH USE.

General. This Agreement constitutes the entire agreement, and supersedes all prior negotiations, understandings or agreements (oral or written), between the parties concerning the subject matter hereof. This Agreement is in English only, which language shall be controlling in all respects. No version of this Agreement in another language shall be binding or of any effect. No modification, consent or waiver to this Agreement will be effective unless in writing and signed by the party against which enforcement is sought. The parties shall be independent contractors under this Agreement, and nothing herein will constitute either party as the employer, employee, agent or representative of the other party, or both parties as joint venturers or partners for any purpose. The failure of either party to enforce its rights under this Agreement at any time for any period shall not be construed as a waiver of such rights. Unless expressly provided otherwise, each right and remedy in this Agreement is in addition to any other right or remedy, at law or in equity, and the exercise of one right or remedy will not be deemed a waiver of any other right or remedy. 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 the Agreement otherwise remains in full force and effect and enforceable. This Agreement shall be governed by and construed in accordance with the laws of the State of California, USA, without regard to the conflicts of laws provisions thereof. In the event of any conflict between US and foreign laws, rules and regulations, US laws, rules and regulations shall govern. The United Nations Convention on Contracts for the International Sale of Goods will not apply. Exclusive jurisdiction and venue for any action arising under this Agreement is in the federal and state courts located in California having jurisdiction over Seller's principal office, and both parties hereby consent to such jurisdiction and venue for this purpose. Any notice

hereunder will be effective upon receipt and shall be given in writing, in English and delivered to the other party at its address given in the Sales Order or at such other address designated by written notice. Buyer consents to Seller's use of its name and logo in customer listings that may be published as part of Seller's marketing efforts. In no event shall Seller have any liability to Buyer for any delayed performance or nonperformance by Seller which results, in whole or in part, directly or indirectly, from any cause beyond Seller's reasonable control.