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11. GENERAL.

a. This Agreement will be governed by and construed in the English language and by and in accordance with the laws of the United States of America and the State of California, without giving effect to conflict of law principles of any jurisdiction or to the United Nations Convention on Contracts for the International Sale of Goods (1980), which is specifically excluded in its entirety. Any proceeding arising out of this Agreement must be exclusively brought in the appropriate courts in Santa Clara County, California, and You submit to the exclusive jurisdiction of those courts. This Agreement will be interpreted in accordance with its terms and without regard to the manner of its negotiation or drafting. Section and paragraph headings in this Agreement are for convenience of reference only, and are not to affect the interpretation of this Agreement.

b. All written notices, including by electronic mail or facsimile, required by this Agreement must be delivered in person or by means evidenced by a delivery receipt or acknowledgment and will be effective upon receipt.

c. To the extent any provision of this Agreement is found by a court or other adjudicator of competent jurisdiction to be invalid or unenforceable, it will be amended to achieve as nearly as possible the effect of its original form, and the remaining provisions will remain in full force.

d. Sections 1, 2.b, 3, 4, 5, 6, 7, 8, 9, 10 and 11 will survive termination of this Agreement.

e. The failure of Sun to exercise or enforce any right or provision will not constitute a waiver of the right or provision or create any expectation of non-enforcement.

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