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## ADAPTER LICENSE TERMS

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**11. Export Compliance.** You acknowledge that in various countries, laws and regulations regulate the export of computer products and technology which may prohibit use, sale or re-export of such products or technology if You know or have reason to know that such products and technology are for use in connection with the design, development, production, stock piling or use of nuclear, chemical or biological weapons or missiles and in some countries (e.g. China) for certain conventional military end-uses. If you sell or transfer to another person or entity title in or right to use any Adapter, You will ensure that all applicable export restrictions of the nature described in this section are observed.

**12. Termination of License** Your license in the Adapter will terminate: (i) when that Adapter is replaced

with any upgrade, revision or replacement Adapter; or (ii) if You are in breach of any of these Terms or any license for Third Party Software.

**13. Dispute Resolution.** Both of us will use reasonable efforts to get an appropriate person from our respective management teams to meet and attempt to resolve any dispute regarding these Terms in good faith. If they are unable to resolve the dispute within 30 days, either of us may resort to alternate dispute resolution such as arbitration or otherwise seek recourse from the courts. Either party may seek injunctive or other urgent equitable relief at any time.

**14. Governing Law.** These Terms will be governed by California law, with venue and exclusive jurisdiction in the appropriate courts in Santa Clara County, California. To the extent allowed, the United Nations Convention on Contracts for the International sale of goods and its implementing legislation will not apply to these Terms.

**15. Miscellaneous.** Neither of us will be responsible for any failure to meet any of our obligations (except payment obligations) due to matters beyond our reasonable control provided reasonable efforts have been made to perform them. You must not assign, or otherwise transfer any of your rights under these Terms without Hitachi's prior written agreement. Notices made under these Terms must be in writing to a senior executive. Notices will be deemed given: where they are hand delivered, when a duly authorized employee or representative of the recipient gives written acknowledgement of receipt; for email communication, at the time the communication enters into the information system of the recipient; for posting, three days after dispatch and for fax, on receipted transmission of the fax. Rights and obligations under these Terms, which by their nature should survive the termination or expiry, will remain in effect after termination. If either of us fails to promptly exercise any contractual right, this does not of itself mean that the right has been waived. For a waiver of a right to be valid, it must be written and it will not give rise to an ongoing waiver or any expectation that the right will not be enforced, unless it is expressly stated to do so. These Terms may not be modified except in writing signed by an authorized representative of each party. These Terms are the entire agreement relating to its subject matter. All oral or written communications, understandings, proposals, representations and warranties are by agreement, excluded and are of no force or effect (to the extent permitted at law).

#### **16. Definitions.**

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