

End User License Agreement

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Modification of End User License Agreement

You acknowledge and agree that SILVERCOR may, in its sole discretion, revise this Agreement or the Terms of Use at any time. By continuing to use SILVERNAS after SILVERCOR makes any such revision, you agree to be bound by the revised Agreement and/or the revised Terms of Use.

License

- a. Subject to the terms of this Agreement, SILVERCOR grants you a limited, nonexclusive, nontransferable, non-sublicensable personal right to use the SILVERNAS PRODUCT, for as long as You continue to own the Product. If you sell the Product as a used Product to a third party, this license shall terminate, and such third party has only the rights that SILVERCOR, in its sole discretion, may choose to extend to said third party.

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Consent to Use of Data

SILVERCOR DOES NOT collect, use or disclose any Data from your device. You own your personal Data and are solely responsible for its security and proper use.

Warranty Disclaimer

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Limitation of Liability

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Export Restrictions

The hardware technology in the SILVERCOR Products (hereafter referred to as "Hardware Technology") are subject to export controls under the laws and regulations of the United States (U.S.). You shall comply with such laws and regulations governing export, re-export, transfer and use of the Hardware Technology and will obtain all required U.S. and local authorizations, permits, or licenses. SILVERCOR and you each agree to provide the other information, support documents, and assistance as may reasonably be required by the other in connection with securing authorizations or licenses.

Indemnity

You agree to defend, indemnify, and hold harmless SILVERCOR, its officers, directors, employees and agents, from and against any claims, liabilities, damages, losses, and expenses, including, without limitation, reasonable legal and accounting fees, arising out of or in any way connected with your access to or use of the SILVERNAS, or your violation of these Terms of Use.

Severability

In the event that any provision of these Terms of Use is held to be invalid or unenforceable, the remaining provisions of these Terms of Use shall continue in full force and effect and the unenforceable provision shall be reformed so as to give maximum legal effect to the intentions of the parties as expressed herein.

No Waiver

The failure of SILVERCOR to enforce any right or provision of these Terms of Use will not be deemed a waiver of such right or provision.

Controlling Law and Jurisdiction

These Terms of Use and any action related thereto will be governed by and interpreted in accordance with the laws of the State of California without regard to its conflict of law provisions. The exclusive

jurisdiction and venue of any action with respect to the subject matter of these Terms of Use will be the state and federal courts located in Santa Clara County, California, and each of the parties hereto waives any objection to jurisdiction and venue in such courts.

Miscellaneous

The parties specifically disclaim the application of the UN Convention on Contracts for the International Sale of Goods. No amendment to or modification of this Agreement will be binding unless in writing and signed by SILVERCOR. Any translation of this Agreement is done for local requirements, and in the event of a dispute between the English and any non-English versions, the English version of this Agreement shall govern.

Entire Agreement

These Terms of Use constitute the entire and exclusive agreement between SILVERCOR and you with respect to the SILVERNAS and supersede and replace any prior or contemporaneous understandings between SILVERCOR and you regarding the SILVERNAS.

Contact

If you have any questions about these Terms of Use, please contact SILVERCOR, INC. at info@silvercor.com