SOLARFLARE COMMUNICATIONS, INC. TERMS OF USE

PLEASE READ THESE TERMS OF USE (AS AMENDED AND MODIFIED FROM TIME TO TIME, THESE "TERMS OF USE") CAREFULLY BEFORE USING THIS WEBSITE LOCATED AT http://www.solarflare.com (THE "SITE") OR ANY PRODUCTS AND/OR SERVICES DESCRIBED OR PROVIDED THROUGH THE SITE BY SOLARFLARE COMMUNICATIONS, INC. ("SOLARFLARE", "US", "WE"). IT IS IMPORTANT THAT YOU (AS DEFINED BELOW) READ CAREFULLY AND UNDERSTAND THESE TERMS OF USE. SOLARFLARE STRONGLY SUGGESTS THAT YOU PRINT A COPY OF THESE TERMS OF USE (WHICH ARE ALSO FOUND AT THE TERMS OF USE LINK AT THE BOTTOM OF EACH PAGE OF THE SITE) AND KEEP A COPY THEREOF FOR YOUR RECORDS.

BY USING THE SITE, YOU AND, IF APPLICABLE, THE CORPORATION, PARTNERSHIP OR OTHER LEGAL ENTITY YOU REPRESENT (COLLECTIVELY, "YOU", "YOUR") AGREE TO BE BOUND BY ALL OF THE TERMS AND CONDITIONS OF THESE TERMS OF USE. IF YOU DO NOT AGREE TO THESE TERMS AND CONDITIONS, DISCONTINUE USE OF THE SITE IMMEDIATELY.

These Terms of Use are effective as of November 12, 2010.

We reserve the right at any time to change the terms and conditions of these Terms of Use, change the Site, including eliminating or discontinuing any content on or feature of the Site.

Any changes we make shall be effective immediately upon notice, which we may provide by means including, without limitation, posting on the Site. Your continued use of the Site after such notice shall be deemed acceptance of such changes. Be sure to return to this page periodically to ensure familiarity with the most current version of these Terms of Use.

You may preserve these Terms of Use in written form by printing them for your records, and you waive any other requirement that these Terms of Use be evidenced by a written document.

1. Introduction. Through the Site, Solarflare provides data and information about itself and in connection with its business, products and services, including, without limitation, standards-compliant 10GbE server adapters and network silicon, and next level of high-performance 10 Gigabit Ethernet (10GbE). The data, information and materials provided through the Site, including any data, text, documentation, graphics, images, logos, icons and links (collectively, the "**Materials**"), are intended to educate and inform you about Solarflare and its products and services, as well as facilitate you in your use of such products and services. The Materials remain the property of Solarflare or its licensors or suppliers. You shall not alter or modify any part of the Site other than as may be reasonably necessary to use the Site for its intended purpose; and you shall otherwise comply with the terms and conditions of these Terms of Use. Solarflare cannot guarantee that technical difficulties shall not occur during the download of the Materials or that the Materials will download successfully. You may not engage in the unauthorized use, copying, or distribution of any of the Materials. If you download or print a copy of the Materials as expressly permitted in these Terms of Use, you must retain all copyright and other proprietary notices contained therein. You may not reproduce, display, publicly perform, or distribute the Materials in any way.

2. Accounts. Some areas of the Site may require you to be or become a registered member of the Site. When and if you register to become a member, you shall (a) provide accurate, current and complete information about yourself as prompted by Solarflare's registration form and (b) maintain and update your information to keep it accurate, current and complete. You acknowledge that, if any information provided by you is untrue, inaccurate, not current or incomplete, we reserve the right to terminate these Terms of Use and your use of the Site and/or the services provided thereon.

As part of the registration process, you may be asked to select a username and password. We may refuse to grant you a username that impersonates someone else, is or may be illegal, is or may be protected by trademark or other proprietary rights law, is offensive, or may cause confusion, as determined by us in Solarflare's sole discretion. You shall be responsible for the confidentiality and use of your username and password and agree not to transfer or resell your use of or access to the Site to any third party. If you have reason to believe that your account with us is no longer secure, you must promptly change your password by notifying us of the problem by emailing us at support-site-help@solarflare.com. YOU ARE ENTIRELY RESPONSIBLE FOR MAINTAINING THE CONFIDENTIALITY OF YOUR USERNAME AND PASSWORD AND FOR ANY AND ALL ACTIVITIES (INCLUDING PURCHASES, AS APPLICABLE) THAT ARE CONDUCTED THROUGH YOUR ACCOUNT.

3. Code of Conduct.

Without limiting the generality of anything set forth in these Terms of Use, you shall not (collectively, the "**Codes of Conduct**"):

- Restrict or inhibit any other visitor or member from using the Site, including, without limitation, by means of "hacking" or defacing any portion of the Site;
- Disguise the origin of information transmitted through the Site;
- Use the Site, the products and services described on or offered through the Site, or the Materials for any unlawful purpose in any unlawful manner;
- Express or imply that any statements you make are endorsed by us, without Solarflare's prior written consent;
- Transmit data, information or material that (a) is copyrighted, protected by trade secret or otherwise subject to third party proprietary or intellectual property rights, unless you are the owner of such rights or have permission from their rightful owner to post the material; (b) violates any law, rule or regulation, or is otherwise objectionable; (c) is incomplete, fraudulent, false or misleading; (d) is non-public information about companies without the authorization to do so; or (e) is an advertisement, solicitation, chain letter, pyramid scheme, investment opportunity or other unsolicited commercial communication;
- Engage in spamming or flooding;
- Transmit any software or other materials that contain any viruses, worms, trojan horses, defects, date bombs, time bombs or other items of a destructive nature;
- Modify, adapt, sub-license, translate, sell, reverse engineer, decompile or disassemble any portion of the Site;
- Remove any copyright, trademark or other proprietary rights notices contained in the Site;

- “Frame” or “mirror” any part of the Site without Solarflare’s express prior written authorization;
- Use any robot, spider, site search/retrieval application or other manual or automatic device or process to retrieve, index, “data mine” or in any way reproduce or circumvent the navigational structure or presentation of the Site or its contents;
- Harvest or collect information about Site visitors or members without their express consent;
- Take any action that imposes an unreasonable or disproportionately large load on Solarflare’s infrastructure;
- Access, reload or "refresh" transactional event pages, or make any other request to transactional servers, more than once during any three second interval;
- Request more than 1,000 pages of the Site in any twenty-four hour period, whether alone or acting in concert with a group of individuals; or
- Access the Site or the services offered through the Sire in any way that, in Solarflare’s judgment, adversely affects Solarflare, the Sire or the services offered through the Site.

While using the Site, the products and services described on or offered through the Site and the Materials, you shall comply with all applicable laws, ordinances, rules and regulations.

4. Making purchases. If you wish to purchase products or services described on or offered through the Site, you shall be asked by Solarflare or the third party service provider to supply certain information applicable to your purchase, including, without limitation, credit card and other information. You understand that any such information shall be treated by Solarflare in the manner described in Solarflare’s Privacy Policy or the privacy policy of the third party service provider. You represent, warrant and agree that all information that you provide to Solarflare or such third party service provider will be accurate, current and complete. You represent to Solarflare that you have obtained all necessary consents for the processing such information, including the transfer of such information to any governmental entity in the United States or other country. You shall pay all charges incurred by you or any users of your account and credit card (or other applicable payment mechanism) at the price(s) in effect when such charges are incurred. You shall also be responsible for paying any applicable taxes relating to your purchases.

Without limiting the generality of anything set forth in these Terms of Use, we reserve the right, without prior notification, to change descriptions or references to products or services, to limit the order quantity on any product or service and/or to refuse service to you. Price and availability of any product or service are subject to change without notice. Current rates for any product or service described on or offered through the Site may be obtained by sending an email to sales@solarflare.com.

5. Compliance with Laws. You shall use the Site and the products and services described on or offered through the Site in strict compliance with all applicable laws, ordinances, rules and regulations and in a manner that does not, in the sole judgment of Solarflare, negatively reflect on the goodwill or reputation of Solarflare, or its products or services, and shall take no actions which would cause Solarflare to be in violation of any laws, ordinances, rules or regulations.

6. Information Provided by Solarflare. Although Solarflare strives to provide Materials that are both useful and accurate, the nature of the data and other information contained on the Site is subject to frequent change. In addition, the facts and circumstances of every situation differ. Accordingly, although Solarflare endeavors to use reasonable care in assembling the Materials, the Materials may not be up-to-date, accurate or complete.

In addition, portions of the Materials have been contributed to the Site by various entities and service providers. The inclusion of such information does not indicate any approval or endorsement thereof, and Solarflare expressly disclaims any liability with respect to the foregoing.

7. Submissions. Solarflare does not accept ideas, concepts, or techniques for new services or products through the Site ("**Submissions**"). If such Submissions are received, you acknowledge and agree that (a) such Submissions shall not be considered confidential or proprietary, and (b) Solarflare, its affiliates, licensors, suppliers, advertisers and sponsors, and Solarflare's and their directors, officers, employees, consultants, agents and other representatives shall have an unrestricted, irrevocable, world-wide, royalty-free right to use, communicate, reproduce, publish, display, distribute, and exploit such Submissions.

8. Outbound Links. The Site contains links to other Internet web sites, including affiliated web sites which may or may not be owned or operated by Solarflare. Solarflare has not reviewed all of the web sites that are linked to the Site, and Solarflare has no control over such sites. Unless otherwise explicitly stated, Solarflare is not responsible for the content of such web sites, any updates or changes to such sites, or the privacy or other practices of such sites, and the fact that Solarflare offers such links does not indicate any approval or endorsement of any material contained on any linked site. Solarflare is providing these links to you only as a convenience. Accordingly, we strongly encourage you to become familiar with the terms of use, privacy policies and practices of any linked site. Further, it is up to you to take precautions to ensure that whatever links you select or software you download (whether from the Site or other sites) is free of such items as viruses, worms, trojan horses, defects, date bombs, time bombs and other items of a destructive nature.

9. Inbound Links. Linking to any page of the Site other than to http://www.solarflare.com through a plain text link is strictly prohibited in the absence of a separate linking agreement with Solarflare. Any Internet web sites or other device that links to http://www.solarflare.com or any page available thereon is prohibited.

10. Claims of Copyright Infringement. The Digital Millennium Copyright Act of 1998 (the "**DMCA**") provides recourse for copyright owners who believe that material appearing on the Internet infringes their rights under U.S. copyright law. If you believe in good faith that materials hosted by Solarflare infringe your copyright, you (or your agent) may send us a notice requesting that the material be removed, or access to it blocked. The notice must include the following information: (a) a physical or electronic signature of a person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed; (b) identification of the copyrighted work claimed to have been infringed (or if multiple copyrighted works located on the Site are covered by a single notification, a representative list of such works);
(c) identification of the material that is claimed to be infringing or the subject of infringing activity, and information reasonably sufficient to allow Solarflare to locate the material on the

Site; (d) the name, address, telephone number and email address (if available) of the complaining party; (e) a statement that the complaining party has a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent or the law; and (f) a statement that the information in the notification is accurate and, under penalty of perjury, that the complaining party is authorized to act on behalf of the owner of an exclusive right that is allegedly infringed. If you believe in good faith that a notice of copyright infringement has been wrongly filed by Solarflare against you, the DMCA permits you to send Solarflare a counter-notice. Notices and counter-notices must meet the then-current statutory requirements imposed by the DMCA; see http://www.loc.gov/copyright/ for details. Notices and counter-notices with respect to the Site should be sent to Solarflare Communications, Inc., 9501 Jeronimo Road, Suite 100, Irvine, California 92618, USA. We suggest that you consult your legal advisor before filing a notice or counter-notice. Also, be aware that there can be penalties for false claims under the DMCA.

11. Ownership and Restrictions on Use. The Site is owned and operated by Solarflare in conjunction with others pursuant to contractual arrangements, and the Materials (and any intellectual property and other rights relating thereto) are and shall remain the property of Solarflare and its licensors and suppliers. The Materials and the selection, compilation, collection, arrangement and assembly thereof are protected by U.S. and international copyright, trademark and other laws, and you acknowledge that these rights are valid and enforceable. You may not copy, reproduce, republish, upload, post, transmit or distribute Materials or other content or information available on or through the Site in any way without Solarflare's prior written permission. The Materials may be used solely to the extent necessary for your authorized use of the Site, as provided in these Terms of Use or as expressly authorized in writing by Solarflare or, if so indicated in writing by Solarflare, its licensors or suppliers. Modification of the Materials or use of the Materials for any other purpose is a violation of Solarflare's copyright and other proprietary rights, and is strictly prohibited. You acknowledge that you do not acquire any ownership rights by using the Site or the Materials.

The trademarks, logos, and service marks displayed on the Site (collectively the "**Trademarks**") are the registered and unregistered trademarks of Solarflare, Solarflare's licensors and suppliers, and others. The Trademarks owned by Solarflare, whether registered or unregistered, may not be used in connection with any product or service that is not Solarflare's, in any manner that is likely to cause confusion with customers, or in any manner that disparages Solarflare Nothing contained on the Site should be construed as granting, by implication, estoppel or otherwise, any license or right to use any Trademarks without the prior express written permission of Solarflare, Solarflare's licensors or suppliers, or the third party owner of any such Trademarks (as applicable). Misuse of any Trademarks is prohibited, and Solarflare shall aggressively enforce its intellectual property rights in such Trademarks, including, without limitation, by instituting civil and criminal proceedings.

12. Jurisdictional Issues. The Site is solely directed to individuals residing in the United States. We make no representation that Materials available on or through the Site are appropriate or available for use in other locations, and access to them from territories where their content is illegal or prohibited. Those who choose to access the Site from other locations do so on their own initiative and at their own risk, and are responsible for compliance with applicable local laws, ordinances, rules and regulations.

We reserve the right to limit the availability of the Site, the Materials and/or the provision of any product or service described thereon to any person, geographic area or jurisdiction, at any time and in Solarflare's sole discretion, and to limit the quantities of any such product or service.

The United States and certain other jurisdictions control the export of products and information. Without limiting the generality of anything set forth in these Terms of Use, you shall comply with all such applicable restrictions and not to export or re-export any products or information to countries or persons prohibited under the United States or other applicable export control laws or regulations. If you access and download the Materials, you represent that you are not in a country where such export is prohibited.

13. Termination. We reserve the right to immediately terminate these Terms of Use, and/or terminate or suspend your access to and use of the Site or any portion thereof, or the products or services described on or offered through the Site at any time and for any reason, with or without cause, even if access and use continues to be allowed to others. Upon such termination or suspension, your right to use the Site shall immediately cease, and you shall destroy all Materials obtained from the Site and all copies thereof, whether made under the terms of these Terms of Use or otherwise. You acknowledge and agree that Solarflare shall not be liable to you or any third party for any termination or suspension of your access to the Site or any portion thereof, or the products or services described on or offered through the Site.

14. Disclaimers. **ACCESS OR USE OF THE SITE AND ITS SERVICES ARE AT YOUR SOLE RISK.** THE SITE, THE MATERIALS ON THE SITE, ANY PRODUCT OR SERVICE DESCRIBED ON OR OBTAINED THROUGH THE SITE IS PROVIDED "AS IS" AND "AS AVAILABLE" AND WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED. TO THE FULLEST EXTENT PERMISSIBLE PURSUANT TO APPLICABLE LAW, SOLARFLARE AND ITS AFFILIATES, LICENSORS, SUPPLIERS, ADVERTISERS, SPONSORS AND AGENTS DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, IMPLIED WARRANTIES OF TITLE, NON-INFRINGEMENT, ACCURACY, MERCHANTABILITY, AND FITNESS FOR A PARTICULAR PURPOSE, AND ANY WARRANTIES THAT MAY ARISE FROM COURSE OF DEALING, COURSE OF PERFORMANCE OR USAGE OF TRADE. APPLICABLE LAW MAY NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES, SO THE ABOVE EXCLUSIONS MAY NOT APPLY TO YOU. SOLARFLARE AND ITS AFFILIATES, LICENSORS, SUPPLIERS, ADVERTISERS, SPONSORS AND AGENTS DO NOT WARRANT THAT YOUR USE OF THE SITE SHALL BE UNINTERRUPTED, ERROR-FREE OR SECURE, THAT DEFECTS SHALL BE CORRECTED, OR THAT THE SITE, THE SERVER(S) ON WHICH THE SITE IS HOSTED IS FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. YOU ACKNOWLEDGE THAT YOU ARE RESPONSIBLE FOR OBTAINING AND MAINTAINING ALL TELEPHONE, COMPUTER HARDWARE AND OTHER EQUIPMENT NEEDED TO ACCESS AND USE THE SITE, AND ALL CHARGES RELATED THERETO. YOU ASSUME ALL RESPONSIBILITY AND RISK FOR YOUR USE OF THE SITE AND YOUR RELIANCE THEREON. NO OPINION, ADVICE OR STATEMENT OF SOLARFLARE OR ITS AFFILIATES, LICENSORS, SUPPLIERS, ADVERTISERS, SPONSORS, AGENTS, MEMBERS OR VISITORS, WHETHER MADE ON THE SITE OR OTHERWISE, SHALL CREATE ANY WARRANTY.

YOU EXPRESSLY ACKNOWLEDGE AND AGREE THAT SOLARFLARE SHALL HAVE NO LIABILITY OR RESPONSIBILITY WHATSOEVER FOR (I) ANY FAILURE OF ANOTHER USER TO THE SITE TO CONFORM TO THE CODES OF CONDUCT, (II) PERSONAL INJURY OR PROPERTY DAMAGE, OF ANY NATURE WHATSOEVER, WHETHER ARISING IN CONTRACT OR IN TORT, RESULTING FROM YOUR ACCESS TO AND USE OF SOLARFLARE'S SITE, INCLUDING ANY CLAIM, CAUSE OF ACTION, OBLIGATION, LIABILITY, RIGHT, OR REMEDY WHETHER OR NOT ARISING FROM THE NEGLIGENCE OF SOLARFLARE, (III) ANY UNAUTHORIZED ACCESS TO OR USE OF SOLARFLARE'S SECURE SERVERS AND/OR ANY AND ALL PERSONAL INFORMATION AND/OR FINANCIAL INFORMATION STORED THEREIN, (IV) ANY INTERRUPTION OR CESSATION OF TRANSMISSION TO OR FROM THE SITE, (IV) ANY BUGS, VIRUSES, WORMS, TROJAN HORSES, DEFECTS, DATE BOMBS, TIME BOMBS OR OTHER ITEMS OF A DESTRUCTIVE NATURE WHICH MAY BE TRANSMITTED TO OR THROUGH THE SITE BY ANY THIRD PARTY, AND/OR (V) ANY ERRORS, MISTAKES, INACCURACIES OR OMISSIONS IN ANY MATERIALS, OR FOR ANY LOSS OR DAMAGE OF ANY KIND INCURRED AS A RESULT OF THE USE OF ANY MATERIALS POSTED, EMAILED, TRANSMITTED OR OTHERWISE MADE AVAILABLE VIA THE SITE.

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YOUR USE OF THE SITE AND ANY MATERIALS PROVIDED THROUGH THE SITE ARE ENTIRELY AT YOUR OWN RISK.

A possibility exists that the Site or Materials could include inaccuracies or errors. Additionally, a possibility exists that unauthorized alterations could be made by third parties to the Site or Materials. Although we attempt to ensure the integrity of the Site, we make no guarantees as to the Site's completeness or correctness. In the event that a situation arises in which the Site's completeness or correctness is in question, please contact us at support-site-help@solarflare.com with, if possible, a description of the material to be checked and the location (URL) where such material can be found on the Site, as well as information sufficient to enable us to contact you. We will try to address your concerns as soon as reasonably practicable. For copyright infringement claims, see Section 10 above.

15. Limitation of Liability. NEITHER SOLARFLARE NOR ANY OF SOLARFLARE'S AFFILIATES, LICENSORS, SUPPLIERS, ADVERTISERS OR SPONSORS, NOR SOLARFLARE'S OR THEIR DIRECTORS, OFFICERS, EMPLOYEES, CONSULTANTS, AGENTS OR OTHER REPRESENTATIVES, ARE RESPONSIBLE OR LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY, PUNITIVE OR OTHER DAMAGES (INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF BUSINESS, LOSS OF DATA OR LOST PROFITS), UNDER ANY

CONTRACT, NEGLIGENCE, STRICT LIABILITY OR OTHER THEORY ARISING OUT OF OR RELATING IN ANY WAY TO THE SITE AND/OR MATERIALS CONTAINED ON THE SITE, ANY LINKED SITE OR ANY PRODUCT OR SERVICE PURCHASED THROUGH THE SITE. YOUR SOLE REMEDY FOR DISSATISFACTION WITH THE SITE OR MATERIALS OR ANY LINKED SITE IS TO STOP USING THE SITE, MATERIALS, OR LINKED SITE, AS APPLICABLE. THE SOLE AND EXCLUSIVE MAXIMUM LIABILITY TO SOLARFLARE FOR ALL DAMAGES, LOSSES AND CAUSES OF ACTION, WHETHER IN CONTRACT, TORT (INCLUDING, WITHOUT LIMITATION, NEGLIGENCE) OR OTHERWISE, SHALL BE THE TOTAL AMOUNT PAID BY YOU, IF ANY, TO ACCESS THE SITE. SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU.

16. Indemnification. You shall indemnify, defend and hold Solarflare, Solarflare's affiliates, licensors, suppliers, advertisers and sponsors, and Solarflare's and their directors, officers, employees, consultants, agents and other representatives, harmless from and against any and all claims, damages, losses, costs (including reasonable attorneys' fees) and other expenses resulting from or arising out of (a) your breach of these Terms of Use, including any violation of the Code of Conduct or your obligations described in Section 3 above; (b) any allegation that any materials you submit to us or transmit to the Site infringe or otherwise violate the copyright, trademark, trade secret or other intellectual property or other rights of any third party; and/or (c) your activities in connection with the Site.

17. Release.

If you have a dispute with one or more third party service providers, you release Solarflare (and its affiliates, and their respective directors, officers and employees) from claims, demands, and damages of every kind and nature, known and unknown, arising out of or in any way connected with such disputes.

If you are a California resident, you waive all rights under California Civil Code Section 1542, which says:

> "A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR."

18. Questions. The Site is provided by Solarflare, Inc. If you have any questions, comments or complaints regarding these Terms of Use or the Site, feel free to contact us at support-site-help@solarflare.com, or at:

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Irvine, California 92618, USA
USA
Phone: (949) 581-6830
Fax: (949) 727-4283

19. Notice for California Users. Under California Civil Code Section 1789.3, California Site users are entitled to the following specific consumer rights notice: The Complaint Assistance Unit of the Division of Consumer Services of the California Department of Consumer Affairs may be contacted in writing at 400 R Street, Suite 1080, Sacramento, California 95814, or by telephone at (916) 445-1254 or (800) 952-5210.

20. Miscellaneous. These Terms of Use are governed by and construed in accordance with the laws of the State of California, United States of America, without regards to its principles of conflicts of law, the United Nations Convention on Contracts for the International Sale of Goods, the 1974 Convention on the Limitation Period in the International Sale of Goods, and the Protocol amending the 1974 Convention, done at Vienna April 11, 1980. You agree to submit to the exclusive jurisdiction of any State or Federal court located in Orange County, California, United States of America, and waive any jurisdictional, venue or inconvenient forum objections to such courts. YOU AGREE THAT ANY CLAIM OR CAUSE OF ACTION ARISING OUT OF OR RELATED TO YOUR USE OF THE SITE OR ANY PRODUCTS OR SERVICES DESCRIBED ON OR OFFERED THROUGH THE SITE MUST BE FILED WITHIN ONE (1) YEAR AFTER SUCH CLAIM OR CAUSE OF ACTION ARISES. If any provision of these Terms of Use is found to be unlawful, void or for any reason unenforceable, then that provision shall be deemed severable from these Terms of Use and shall not affect the validity and enforceability of any remaining provisions. Unless otherwise expressly agreed in writing by you and Solarflare, these Terms of Use and the Privacy Policy constitute the entire agreement between you and Solarflare relating to the subject matter herein and supersede any and all prior or contemporaneous written or oral agreements, discussions, communications, representations and understandings between you and Solarflare with respect to such subject matter. These Terms of Use are not assignable, transferable or sublicenseable by you except with Solarflare's prior written consent. No waiver by Solarflare of any breach or default hereunder shall be deemed to be a waiver of any preceding or subsequent breach or default. Any heading, caption or section title contained in these Terms of Use are inserted only as a matter of convenience and in no way defines or explains any section or provision hereof.

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