

Terms and Conditions

1. Acceptance of Terms

These Terms and Conditions apply to any Sandisk portal or web site acting as an entry point by you as a representative of your company and the company ("you" or "your") to other Sandisk web sites (each a "Sandisk Portal" and collectively "Sandisk Portals") operated by Sandisk Technologies, Inc. and/or its subsidiaries or affiliates (collectively "Sandisk"). Your use of any Sandisk Portal is subject to these terms of agreement between you and Sandisk. By accessing, browsing and/or using a Sandisk Portal, you acknowledge that you have read, understood, and agree to be bound by these terms; agree to comply with all applicable laws and regulations; and represent and warrant that you are at least 18 years of age and have obtained any and all permissions necessary to enter into and to be bound by these terms as well as bind your company and its affiliates. You understand and agree that Sandisk will treat your use of any Sandisk Portal as acceptance of these Terms and Conditions from that point onwards. Before you continue you should print a copy of the Terms and Conditions for your records.

If you do not agree to these terms, you are not permitted to use any Sandisk Portal.

2. Restricted Use of Materials

Depending on the type of Sandisk Portal you may be accessing, you may be able to view, access, copy, or download content and materials. The content of and materials available via Sandisk Portals, including data, other types of files, and written text (collectively "Materials") are protected by applicable law including, but not limited to, international copyright law and treaties. Any and all uses of Materials are subject to Sandisk's trademark guidelines, available at: <https://www.sandisk.com/legal/trademarks>. Any unauthorized use of any Materials may violate copyright laws, trademark laws, the laws of privacy and publicity, and communications regulations and statutes.

The copyright in all Materials provided on any Sandisk Portal is held by Sandisk or by its respective manufacturers, authors, developers and vendors (the "Third-Party Providers"). Except as stated herein, none of the Materials may be copied, reproduced, distributed, republished, downloaded,

displayed, posted, or transmitted in any form or by any means including, but not limited to, electronic, mechanical, photocopying, recording, or otherwise, without the prior written permission of Sandisk or the copyright owner.

Permission is granted to display, copy, distribute and download the Materials only for the limited commercial use for which you were provided access. You may use Materials for certain packaging services and materials ("Packaging") for Sandisk subject to your acceptance of the terms in Exhibit A. You must not modify the Materials, and you must preserve all copyright and other proprietary notices contained on the Materials. You also may not, without Sandisk's permission, "mirror" any of the Materials on another server. The permission granted to you terminates automatically if you breach any of these terms or conditions. Upon termination, you must immediately destroy any downloaded and printed Materials.

You acknowledge that nothing on any Sandisk Portal shall be construed as conferring any license to you from Sandisk or any Third- Party Provider pertaining to intellectual property rights, whether by estoppel, implication, or otherwise, and agree that you have sole responsibility for obtaining such licenses by separate written agreement.

3. Software Use Restrictions

You acknowledge that any software and related documentation that may be available to download from a Sandisk Portal (the "Software") is the copyrighted work of Sandisk or its suppliers. You agree that use of the Software is governed by the terms of the license agreement which accompanies or is included with the Software (the "License Agreement").

Except as set forth in the applicable License Agreement, any further copying, reproduction or redistribution of the Software is expressly prohibited.

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, EXCEPT AS SET FORTH IN THE LICENSE AGREEMENT, THE SOFTWARE IS PROVIDED TO YOU ON AN "AS-IS" AND "WHERE-IS" BASIS, AND ALL CONDITIONS, REPRESENTATIONS, AND WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHER, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT OF THIRD PARTY RIGHTS, ARE DISCLAIMED.

4. General Restrictions

In addition to any other restrictions set out in these terms, you agree not to enable any other party to:

- access or attempt to access any Sandisk Portal, Materials, or web site to which you may have access via the Sandisk Portal by any means other than those provided by Sandisk for access purposes;
- use any device, program, or process to copy or monitor any portion of any Sandisk Portal other than as permitted by these terms;
- undertake any activities that disrupt the operation of a Sandisk Portal or any of the Materials or services provided via the Portal;
- use any Sandisk Portal in any way that is unlawful or otherwise prohibited by these terms; and
- disclose any password required for access to a Sandisk Portal or to Materials or services accessible via a Sandisk Portal to any person, under any circumstances. You are solely responsible for maintaining the confidentiality of any password connected to your use of any Sandisk Portal.

You agree to notify Sandisk immediately if you fail to comply with any of these general restrictions, are no longer engaged in the commercial purpose for which your password was provided, and/or if you are aware of any unauthorized use of your password.

Certain Sandisk Portals may have additional terms of use, guidelines, rules, or restrictions that are specific to that Sandisk Portal. You must comply with any applicable Sandisk Portal-specific terms of use, guidelines, rules, or restrictions at all times.

5. Confidentiality

From time to time during the term through the Sandisk Portal, Sandisk (as the “Disclosing Party”) may disclose or make available to you (as the “Receiving Party”) information and/or documents relating to Sandisk, its business affairs, or its products or services that has commercial, technical or other value in Sandisk’s business and is confidential in nature, including intellectual property, this agreement and any technical information, marketing and business plans of any nature, designs, prototypes, “beta” products, samples, models, drawings, specifications, engineering information, roadmaps, processes, software (source and object codes), databases, forecasts, financial data, pricing, identity of or details about actual or potential customers, suppliers or projects, operations, strategies, techniques, inventions, discoveries, trademarks, copyrights, design rights, market opportunities, know-how and trade secrets, related third-party

confidential information and other sensitive or proprietary information whether orally or in writing, electronic or other form of media, and, whether or not marked, designated or otherwise identified as “confidential” (collectively, “Confidential Information”).

Confidential Information does not include information that, at the time of disclosure: (a) is or becomes generally available to and known by the public other than as a result of, directly or indirectly, any fault of the Receiving Party or any of its representatives (including permitted third-party providers); (b) is or becomes available to the Receiving Party on a non-confidential or licensed basis from a third-party source, provided that such third party is not and was not prohibited from disclosing such Confidential Information; (c) was known by or in the possession of the Receiving Party or its representatives prior to being disclosed by or on behalf of the Disclosing Party; (d) was or is independently developed by the Receiving Party without reference to or use of, in whole or in part, any of the Disclosing Party’s Confidential Information; or (e) is required to be disclosed pursuant to applicable law; provided that Receiving Party immediately notifies the Disclosing Party of such required disclosure, asserts any applicable privileges available with respect to such disclosure and, upon the Disclosing Party’s request, reasonably cooperates with the Disclosing Party in seeking confidential treatment of such Confidential Information or other available relief

Furthermore, the Receiving Party shall: (a) protect and safeguard the confidentiality of the Disclosing Party’s Confidential Information with at least the same degree of care as the Receiving Party would protect its own Confidential Information, but in no event with less than a commercially reasonable degree of care; (b) not use the Disclosing Party’s Confidential Information, or permit it to be accessed or used, for any purpose other than to consider a possible business arrangement with Sandisk and/or for Sandisk’s products; and (c) not disclose any such Confidential Information to any individual or entity, except to the Receiving Party’s representatives who need to know the Confidential Information and who agree to abide by non-disclosure terms at least as comprehensive as those set forth herein. The Receiving Party shall be responsible for any breach of this section caused by any of its representatives.

6. Sandisk Privacy Statement and Submission of Personal Information

In the course of registering for access to or using a Sandisk Portal, you may need to submit personal information (such as identification or contact details). All personal data provided via a Sandisk Portal, will be processed in accordance with Sandisk Privacy Statement located at:

<https://www.sandisk.com/legal/privacy-statement>

7. Submission of Content

Depending on the type of Sandisk Portal you may be accessing, you may be able to contribute information and other materials to the Sandisk Portal, for example, via blogging, uploading content and updating information concerning you and your transactions with Sandisk.

You agree that you are solely responsible for any information or material that you create, transmit, submit, or display via a Sandisk Portal and for the consequences of your actions in creating, transmitting, submitting, or displaying such information and/or materials. You grant Sandisk a perpetual, irrevocable, sublicensable, worldwide, royalty-free, and non-exclusive license to reproduce, adapt, modify, translate, publish, display, transfer, and disclose any information or material you submit via a Sandisk Portal.

In contributing any content to or via any Sandisk Portal, you agree that you will only contribute information or material:

- in accordance with applicable local law;
- that you lawfully obtained;
- that is free of viruses or other harmful code;
- that is relevant to the purpose for which you have been granted access to the Sandisk Portal;
- that is accurate and complete; and
- if the material is subject to license, you are permitted in accordance with any applicable licensing agreement to provide the material to the Sandisk Portal.

In contributing any content to or via any Sandisk Portal, you agree that you will not contribute information or material that:

- is or may be defamatory;
- contains sensitive personal information about you or another individual, such as race or ethnic origin, gender, sex life, religious or philosophical beliefs, health or medical condition, political opinions, trade union membership, credit or financial history, criminal history, or national identification number, such as a Social Security number in the United States or a Social Insurance Number in Canada; nor
- constitutes or may be interpreted as harassment (sexual or other), intimidation, obscenity, abuse, indecency, vulgarity, racism, unlawful discrimination, or profanity.

Sandisk may, at its discretion and without notice, remove any content or Materials, including content that you contributed, from any Sandisk Portal or disable your password.

8. Indemnity

You agree to indemnify and hold Sandisk and its respective owners, officers, managers, agents, representatives and employees forever harmless and to defend (at Sandisk's request) them against any third-party claims arising from or in any way related to your use of any Sandisk Portal, including, but not limited to, your creation, transmittal, submission or display of information or material on any Sandisk Portal, including any liability or expense arising from all claims, losses, demands, damages (actual and consequential), suits, judgments, litigation costs, causes of action, expenses, and attorneys' fees, of every kind and nature. In such a case, Sandisk will provide you with written notice of such claim, suit or action.

9. Submission of Unsolicited Ideas

You must not submit confidential or proprietary information via a Sandisk Portal. If you transmit such information in contravention of Sandisk's standard corporate practice, any material, information or idea you transmit to Sandisk by any means will be treated as non-confidential and non-proprietary, and may be disseminated or used by Sandisk without compensation to you for any purpose whatsoever, including, but not limited to, developing, manufacturing, and marketing products, unless otherwise agreed in writing by an authorized Sandisk representative.

10. Compliance with Export and Import Laws

Sandisk makes no representation that the Materials are appropriate or suitable for use in any specific location outside the United States.

By accessing a Sandisk Portal, you are responsible for compliance with applicable local laws, including but not limited to local export, re-export, and import regulations. You acknowledge and agree that the Materials may be subject to local export laws and that diversion of such Materials contrary to applicable local law is prohibited. You agree that none of the Materials, nor any direct product, will be: acquired and subsequently shipped, transferred, or re-exported, directly or indirectly, to countries that are proscribed or embargoed by applicable local law or to nationals of those countries; nor be used for nuclear activities, chemical biological weapons, or missile projects (unless specifically authorized by the applicable government authorities) for such purposes. You agree to comply strictly with all export laws and assume sole responsibility for obtaining licenses to export or re-export as may be required.

11. Links to Third-Party and Co-Branded Web Sites

Sandisk Portals may contain links to third-party web sites; however, please be aware that Sandisk is not responsible for and cannot control those web sites. A link to a non-Sandisk web site does not mean that Sandisk endorses or accepts any responsibility for the content, or the use, of such web site. It is your responsibility to ensure that web sites that you visit are free of viruses, worms, Trojan horses and other threats.

Sandisk Portals may also contain links to co-branded web sites that are maintained by third parties by agreement with Sandisk. Sandisk makes no representations whatsoever about any other web site which you may access via a Sandisk Portal. When you access a non-Sandisk web site, even one that may contain Sandisk logos (including those of its affiliates and various brands), please understand that it is independent from Sandisk, and that Sandisk may have no control over the content of that web site.

We encourage you to read the privacy policies for third party and co-branded web sites, as they may differ from ours.

12. Sandisk Portal Changes and Availability

You acknowledge and agree that the form and content of any Sandisk Portal may change from time to time, and that your access to any Sandisk Portal, and thereby your access to any services via the Sandisk Portal, or all or part of any of your provided content, may be terminated or taken down (temporarily or permanently) at any time, at Sandisk's discretion and without prior notice to you.

13. Limitation of Liability

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, SANDISK SHALL NOT BE LIABLE FOR ANY DAMAGES SUFFERED AS A RESULT OF USING, MODIFYING, CONTRIBUTING, COPYING, DISTRIBUTING, OR DOWNLOADING THE MATERIALS. IN NO EVENT SHALL SANDISK BE LIABLE FOR ANY INDIRECT, EXTRAORDINARY, EXEMPLARY, PUNITIVE, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES (INCLUDING LOSS OF DATA, REVENUE, PROFITS, USE OR OTHER ECONOMIC ADVANTAGE) HOWEVER ARISING, WHETHER FOR BREACH OR IN TORT, EVEN IF SANDISK HAS BEEN PREVIOUSLY ADVISED OF THE POSSIBILITY OF SUCH DAMAGE. YOU AGREE THAT YOU HAVE SOLE RESPONSIBILITY FOR ADEQUATE PROTECTION AND BACKUP OF DATA AND/OR EQUIPMENT USED IN CONNECTION WITH SANDISK PORTALS AND WILL NOT MAKE A CLAIM OF ANY NATURE AGAINST SANDISK FOR LOST DATA, INACCURATE OUTPUT, WORK DELAYS OR LOST PROFITS RESULTING FROM THE USE OF THE MATERIALS. YOU AGREE TO HOLD SANDISK ENTIRELY HARMLESS FROM, AND YOU COVENANT

NOT TO SUE SANDISK, OR ITS AFFILIATES, SUCCESSORS OR ASSIGNS, FOR, ANY CLAIMS RELATED TO THE SANDISK PORTAL. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU.

14. Disclaimer

ALL INFORMATION IS PROVIDED BY SANDISK ON AN "AS IS" AND "AS AVAILABLE" BASIS ONLY. SANDISK PROVIDES NO REPRESENTATIONS AND WARRANTIES, EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE, MERCHANTABILITY AND NON-INFRINGEMENT.

15. Notice of Claims of Copyright Infringement

Sandisk respects the intellectual property of others, and we ask our users to do the same. If you believe that material or content residing on or accessible through a Sandisk Portal infringes a copyright, in accordance with our [Copyright Policy](#), you may submit a notice of alleged copyright infringement in accordance with 17 U.S.C.

§512 (c) to our designated Copyright Agent, addressed as follows:

Sandisk Copyright Agent
ATTN: Legal Department
951 Sandisk Drive
Milpitas, California 95035
Tel: 408.801.1000
Email: copyrightagent@sandisk.com

Your notice of alleged copyright infringement should include the following:

1. A physical or electronic signature of the owner of the copyright or the person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed;
2. Identification of the copyrighted work that you claim has been infringed, or, if multiple copyrighted works at a single online site are covered by a single notification, a representative list of such works at that site;
3. Identification of the material that is claimed to be infringing or to be the subject of infringing activity and that is to be removed or access to which is to be disabled, and information reasonably sufficient to permit Company to locate the material, including, if applicable, the URL of the link where such material may be found;
4. Information reasonably sufficient to permit Company to contact you, such as your name, address, telephone number, and email address;
5. A statement by you that you have 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
6. A statement by you that the information in the notice is accurate and, under penalty of perjury, that you are the owner or authorized to act on behalf of the owner of an exclusive right under the copyright that is allegedly infringed.

Please note that if we remove or disable access to the materials reported in a notice, Company may send a copy of the notice, including your contact information, to the reported user.

16. Choice of Law

Any claim relating or arising from use of a Sandisk Portal or the Materials is governed by the laws of the state of California without regard to or application of any choice or conflict of laws principles. You agree to submit to the exclusive jurisdiction of the state and federal courts located in Santa Clara County, California, for the resolution of any and all disputes arising out of or relating to your use of a Sandisk Portal. You further agree and covenant not to bring suit in any other jurisdiction.

17. Severability and Waiver

These terms are the entire agreement between the parties regarding this subject matter and supersede other discussions or documents; subject to any specific terms and conditions associated with individual Sandisk Portals and which are hereby incorporated by this reference. Any conflict between terms shall be resolved by enforcing the more specific term or condition over the general. If any provision of these terms is held by a court of competent jurisdiction to be unlawful, void, or for any reason unenforceable, then that provision will be deemed severable from these terms to the extent the provision is unlawful, void or unenforceable and will not affect the validity and enforceability of any of the remaining portions of that provision or any of the other provisions of these terms.

The failure of Sandisk to exercise or enforce any right or provision of these terms will not operate as a waiver of such right or provision.

18. Revisions

Sandisk may revise any provision in or the entire Terms and Conditions by means of update or posting on the Sandisk Portal. By using a Sandisk Portal, you agree to be bound by any such revisions provided such revisions are made available to you and applicable to your subsequent uses of the Sandisk Portal.

Exhibit A
Packaging and Compliance Guidelines

1. Permission to print Packaging is only granted if you have received separate written authorization from the Sandisk Legal Department to print Packaging and this permission may be revoked at any time at Sandisk's discretion. Packaging must be in accordance with specifications, requirements, and standards provided to you by Sandisk, which may include without limitation, requirements relating to packaging, labeling, reporting, marking, order fulfillment, shipping and distribution of the Packaging (as defined herein) and requirements relating to the testing, qualification, design, artwork, pattern, and look-and-feel thereof ("Specifications"). Such Specifications may be updated by Sandisk in its sole discretion.
2. You acknowledge and agree that the Specifications are intended to be, and remain, fluid and that they are the sole confidential information of Sandisk and may contain Intellectual Property of Sandisk. Sandisk shall maintain the right to amend and revise the same from time to time in its sole discretion and communicate such changes to you. Such communications may include emails of revised or modified Specifications.
3. You acknowledge and agree that the Packaging and the Specifications are unique and proprietary to Sandisk and you shall not use the Materials or the Specifications for any third party or for any other purpose without Sandisk's prior written consent in each instance. You further agree that you will not remove, alter, modify, obscure, or interfere with the Materials in any manner not contemplated by the Specifications or Sandisk (except as may be required to comply with applicable laws or regulations), including without limitation, removing, altering, modifying, obscuring, or interfering with any markings, instructions, notices, trademarks, logos, or other images or information provided on the Materials.
4. You acknowledge and agree that all Packaging will be free from defects in materials, workmanship, and design and such Packaging shall not misappropriate or infringe upon the intellectual property rights of any third party. All costs, taxes, and expenses associated with your production, purchase, or use of the Packaging and your compliance with the Specifications shall be incurred solely by you. In no event shall Sandisk incur any costs, taxes, or other expenses related to production, purchase, or use of the Packaging or compliance with the Specifications.
5. You agree to comply with Sandisk's current policies and procedures, as communicated by Sandisk, regarding the return, destruction or other disposal of Packaging, including any unique tooling used to create such Packaging, that are excess to requirements, related to aged goods, and/or are rejected as defective or that otherwise do not meet the quality standards required by Sandisk (the "Sandisk Destruction Policies"), as determined by Sandisk in its sole and absolute discretion. Such unwanted Packaging and tooling shall be rendered unusable in accordance with the Sandisk Destruction Policies. If applicable, you shall provide Sandisk with evidence of destruction of the unwanted Packaging and/or tooling in compliance with the Sandisk Destruction Policies.