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14. **Termination.** This Agreement is effective until terminated or in the case of a limited-term license, upon expiration; however, your rights under this Agreement terminate if you fail to comply with it. Immediately upon termination or expiration, you will destroy the software and documentation and any copies, or return them to HPE. You may keep one copy of software and documentation for archival purposes. We may ask you to certify in writing you have complied with this section. Warranty disclaimers, the limitation of liability, this section on termination, and Section 15 ("General") will survive termination.

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   b. **U.S. Government.** If the software is licensed to you for use in the performance of a U.S. Government prime contract or subcontract, you agree that, consistent with FAR 12.211 and 12.212, commercial computer software, computer software documentation and technical data for commercial items are licensed under HPE’s standard commercial license.
   c. **Global Trade Compliance.** You agree to comply with the trade-related laws and regulations of the U.S. and other national governments. If you export, import or otherwise transfer products provided under this Agreement, you will be responsible for obtaining any required export or import authorizations. You confirm that you are not located in a country that is subject to trade control sanctions (currently Cuba, Iran, N. Korea, N. Sudan, and Syria) and further agree that you will not retransfer the products to any such country. HPE may suspend its performance under this Agreement to the extent required by laws applicable to either party.
   d. **Audit.** HPE may audit you for compliance with the software license terms. Upon reasonable notice, HPE may conduct an audit during normal business hours (with the auditor’s costs being at HPE’s expense). If an audit reveals underpayments then you will pay to HPE such underpayments.
If underpayments discovered exceed five (5) percent, you will reimburse HPE for the auditor costs.

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g. **Governing Law.** This Agreement will be governed by the laws of the state of California, U.S.A., excluding rules as to choice and conflict of law. You and HPE agree that the United Nations Convention on Contracts for the International Sale of Goods will not apply.

h. **Force Majeure.** Neither party will be liable for performance delays nor for non-performance due to causes beyond its reasonable control, except for payment obligations.

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