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17. WAIVER. The failure of a Party to require performance by the other Party of any provision hereof will not affect the full right to require such performance at any time thereafter; nor will waiver by a Party of a breach of any provision hereof constitute a waiver of the provision itself.

18. PRIVACY. YOUR PRIVACY RIGHTS ARE SET FORTH IN SOLIDIGM'S PRIVACY NOTICE, WHICH FORMS A PART OF THIS AGREEMENT.

## APPENDIX A

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EXHIBIT "A"

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***JCV10300\_WFEM01S0\_signed.bin***

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