

SETTLEMENT TERM SHEET

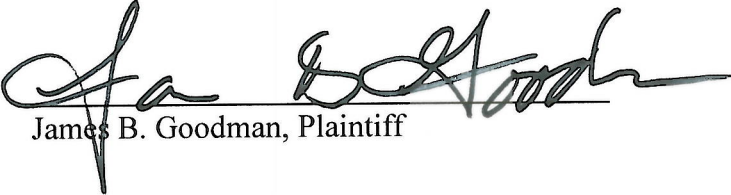
This term sheet sets forth the principle terms of settlement between JAMES B. GOODMAN and SMART MODULAR TECHNOLOGIES, INC; Case No. 4:14-CV-01380 GHM.

This term sheet sets forth the principle terms of settlement. The parties anticipate that they will supplement this term sheet with a formal settlement agreement.

THE PARTIES AGREE AND STIPULATE THAT THE DISTRICT COURT SHALL ENFORCE THIS TERM SHEET AS A SETTLEMENT AGREEMENT.

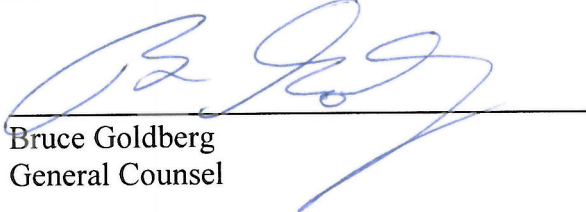
The parties agree to settle their dispute on the following principle terms:

1. Goodman shall dismiss all legal claims with prejudice;
2. Goodman shall stipulate that all accused products do not infringe his U.S. Patent No. 6,243,315;
3. Goodman shall grant to Smart Modular a fully paid up, non-terminable, non-royalty bearing, perpetual license to the '315 patent;
4. Smart Modular shall dismiss all counterclaims;
5. Smart Modular shall terminate its *Inter Partes* Review of the '315 patent;
6. Goodman shall obtain Smart Modular's approval of the form of Goodman's dismissal and stipulation before Goodman files such dismissal or stipulation. Smart Modular shall not unreasonably withhold its approval;
7. the parties shall bear their own costs, including attorney fees; and
8. this term sheet and any other agreement between the parties relating to this litigation or the '315 patent shall be **NON-CONFIDENTIAL**.


James B. Goodman, Plaintiff

SMART MODULAR TECHNOLOGIES, INC.

By:


Bruce Goldberg
General Counsel