



Hewlett Packard
Enterprise

HPE Operations Manager i

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/* zlib.h -- interface of the 'zlib' general purpose compression library
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Status: Final Release

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If you are more than 30 working days in delay with a due payment yWorks shall be entitled to require the temporary deletion of all instances of the Software until payment has been made. yWorks shall not be obliged to declare cancellation of the contract prior to that demand.

7. Privacy

You agree that - in conjunction with the business you have been doing with yWorks and in accordance with the law - your company and personal data will be saved and processed in the database of yWorks. We may use your email address or phone number to communicate with you, for example to provide your order status, to respond to queries, to notify you of a new release of the product you purchased or to remind you of the expiry of a service agreement with us.

If not expressly disagreed on your License Order, yWorks shall be entitled to name you as a reference customer.

8. General

8.1 Applicable Law and Court of Jurisdiction

This Agreement is made and shall be construed in accordance with the laws of Germany. Court of Jurisdiction is Tübingen, Germany.

yWorks also reserves the right to start legal action at the court of jurisdiction at your legal business domicile or place of residence. The parties agree that the United Nations Convention for the International Sale of Goods shall not apply in any way to this Agreement and the services contemplated herein.

8.2 Waiver

Waiver of any breach or failure to enforce any Section of this Agreement shall not be deemed a waiver of any breach or right to enforce which may thereafter occur.

8.3 Assignments

You may not assign or transfer, by operation of law or otherwise, any of your rights under this Agreement (including your licenses with respect to the Software) to any third party without the prior written consent of yWorks, and any attempted assignment without such written consent shall be null and void. You expressly agree that yWorks may assign its rights to any third party any time. In case of an assignment you are entitled to terminate this Agreement. In the event of any such termination, you will not be entitled to any refund of the

fees paid by you hereunder. Irrespective of the aforesaid, yWorks may delegate its obligations under this Agreement without restrictions.

8.4 Remedies, Term and Termination

Except if otherwise provided herein, the parties' rights and remedies under this Agreement are cumulative.

You acknowledge that the Software contains valuable trade secrets and proprietary information of yWorks and its suppliers, and that any actual or threatened breach of this Agreement by you will constitute immediate, irreparable harm for which monetary damages might be an inadequate remedy, and that injunctive relief is necessary for such breach. Your rights under this Agreement will terminate immediately without notice from yWorks if you materially breach it. Upon this termination, you will cease use of, and destroy, the Software and confirm compliance in writing to yWorks. All sections of this Agreement which by nature should survive, will survive termination of the Agreement, including, but not limited to, payment terms, warranty disclaimers, and limitations of liability. Termination is not an exclusive remedy and all other remedies will be available whether or not the License is terminated.

If any legal action is brought to enforce this Agreement, the prevailing party will be entitled to receive its attorneys' fees, court costs, and other collection expenses, in addition to any other relief it may receive.

8.5 Modifications or Extensions

All modifications or extensions to this Software License Agreement need to be in writing and signed by both parties.

8.6 Construction Clause

If for any reason a court of competent jurisdiction finds any provision of this Agreement, or portion thereof, to be unenforceable, that provision of the Agreement will be enforced to the maximum extent permissible so as to affect the intent of the parties, and the remainder of this Agreement will continue in full force and effect.

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