



# HP Operations Manager i

Software Version: 10.00

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Document Release Date: January 2015  
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Version: 2.0

Status: Final Release

Release: 19 April 2006

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(3) If such a claim arises, or in either party's judgment is likely to arise, Licensee agree to allow TSI, at TSI's option, to either (i) procure the right to permit the continued exercise of the rights and licenses in the Software Program granted under this Agreement; (ii) replace or modify the Software Program so it becomes non-infringing, while affording equivalent performance; or (iii) as its sole obligation, terminate the license for the infringing Software Program and upon return thereof by Licensee, refund the unearned portion of any license fees paid by Licensee for the remainder of the current term hereof.

(4) TSI shall have no indemnity obligation for claims of infringement resulting from any combination, operation or use of the Software Program, or any components thereof, with any software programs or data not supplied by TSI if such infringement would have been avoided by use of the Software Program alone. Licensee acknowledges and agrees that these four items are the exclusive remedy of Licensee for damages for breach of warranty or representations contained in this Section 7.

#### Section 8 - Termination

Should either party commit a material breach of its obligations hereunder, the other party may, at its option, terminate this Agreement by written notice to the party in default. Such notice shall identify and describe the default upon which termination is based. The defaulting party shall have thirty (30) days from the effective delivery of the notice to cure such default, which, if effected, shall prevent termination by virtue of such default. Upon termination of this Agreement, Licensee will either return to TSI or destroy all copies of the Software Program and documentation then in your possession. Licenses to the Software Program granted in the normal course of business by Licensee to your customers shall survive termination of this Agreement. Licensee shall, within thirty (30) days after the date of such termination furnish TSI with a certificate of compliance in accordance with this Section. The parties agree that TSI shall have the right to enforce the obligations arising under this Section by seeking specific performance and to enjoin or compel Licensee through injunctive relief. Licensee may retain a commercially reasonable number of copies of the Software Program and documentation solely for the purpose of supporting Licensee customers.

#### Section 9 - Export Controls

Licensee shall comply with, and request of and/or notify Licensee sublicensees and resellers that they comply with, all applicable laws, regulations, rulings and executive orders of Japan relating to the export and re-export of Products containing the Software Program. Licensee shall not directly or indirectly export or re-export any Products containing the Software Program unless Licensee have obtained a license to do so if such a license is required.

#### Section 10 - Entire Agreement

This Agreement, including any attachments, constitutes the entire agreement of the parties with respect to the subject matter hereof and supersedes all prior agreements, both oral and written, representations, statements, negotiations and undertakings, with respect to the subject matter hereof, which such agreements, representations, statements, negotiations and undertakings are merged herein. No amendment or modification of this Agreement or any provision or attachment of this Agreement shall be effective unless it is in writing and signed by both parties.

#### Section 11 - Governing Law

The validity, construction and performance of this Agreement shall be governed by the substantive laws of Tokyo Prefecture, Japan (excluding conflicts of law principles). Each party hereto expressly consents to the personal jurisdiction of, and venue in, such courts. If any legal action is undertaken to enforce the terms of this Agreement, the prevailing party shall be entitled to reasonable attorney's fees and costs in addition to any other relief to which that party may be entitled.

#### Section 12 - Assignment and Benefit

Without the consent of the other party in writing, neither party may assign this Agreement; provided, however, TSI or Licensee may assign this Agreement to a wholly-owned subsidiary of the respective corporation or a corporation in which the shareholders of the respective corporation own a majority interest of the voting control provided that the assigning party remains obligated hereunder; further provided, however, TSI or Licensee may assign this Agreement to another corporation which acquires or has acquired substantially all of the stock or assets of the assignor so long as, if the assignor is Licensee, the assignee's license to use the Software Program is limited to use in Products which were offered by Licensee to Licensee customers or potential customers and the assignee is prohibited from use of the Software Program in other products or parts of products developed, sold or distributed by the assignee.

This Agreement shall be binding upon and shall inure to the benefit of Licensee and TSI and each party's successors, subject to the other provisions of this Section.

#### Section 13 - 3rd Party Components

(1) The Software Program includes software and documentation components developed in part by Silver Egg Technology, Inc. ("SET") prior to 2001. All SET components were released under the following license.

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