

Operations Manager i

Software Version: 10.62

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Document Release Date: August 2017 Software Release Date: August 2017



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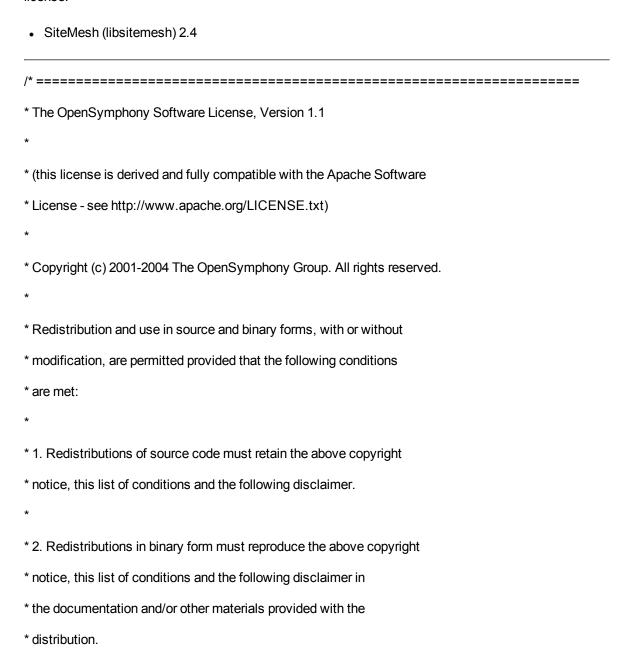
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/* zlib.h -- interface of the 'zlib' general purpose compression library version 1.2.7, May 2nd, 2012

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Sp ecification: JSR-000222 Java(tm) Architecture for

XML Binding ("Specification")

Version: 2.0

Status: Final Release

Release: 19 April 2006

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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

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8.4 Remedies, Term and Termination

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

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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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