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 ified
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 cation
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Version 3, 29 June 2007

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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 Japan (excluding conflicts of

law principles). Licensee and TSI agree that any dispute arising out of this Agreement shall be subject to the exclusive jurisdiction of the Tokyo District Court of Japan. 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.

You agree that the United Nations Convention on Contracts for the International Sales of Goods will not apply to this Agreement.

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. If Licensee assigns this Agreement to an assignee as permitted in this Section, 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.

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The confidentiality obligation hereunder shall survive termination or expiration of this Agreement.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their respective duly authorized representatives.

LICENSEE

TSI

----- By: -----

Department name

Title: -----

Date: -----

Licensee's Authorized Signature

Typed or Printed Name

Title:

Date:

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This license is available online at http://www.gzip.org/zlib/zlib_license.html.

License

```
/* zlib.h -- interface of the 'zlib' general purpose compression
library
    version 1.2.2, October 3rd, 2004

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    Jean-loup Gailly jloup@gzip.org
    Mark Adler madler@alumni.caltech.edu

    */
```

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