

# Yaskawa America, Inc.

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Name of the software. Yaskawa Compass ™.

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The user shall not sublicense, transfer or assign any of its rights or obligations hereunder or permit the same to be assigned by operation of law, except with YAI's prior written consent. An assignment shall be deemed to include, without limitation, a merger of the user with another party, whether or not the user is the surviving entity, or the acquisition of more than 25% of the user's voting stock or assets. This Agreement shall be binding upon and inure to the benefit of each party's permitted successors and assigns.

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Subject to all other provisions of this Agreement, the user may transfer the entirety of the user's license under this License Agreement to another computer within the same organization that purchased the original copy of Yaskawa Compass <sup>™</sup> on a permanent basis only, provided: (i) The user retain no copies, and ceases use of the Licensed Product; (ii) the user transfer the License Agreement, the corresponding serial number (if applicable) and all Yaskawa Compass <sup>™</sup> (including without limitation all component parts, media and printed materials, and any upgrades); and (iii) the recipient acknowledges and agrees to all the terms and conditions of this License Agreement. If Yaskawa Compass <sup>™</sup> is an upgrade product, any transfer must include the latest release, all prior versions and any prior products used to obtain Yaskawa Compass <sup>™</sup>.



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dismiss such action or to consent to the transfer of such action to a state or federal court located in Cook or Lake County, Illinois and to reimburse YAI for all of YAI's expenses and costs in connection with any such dismissal or transfer. The user further consents to the personal jurisdiction of the state and federal courts located in Cook or Lake County, Illinois. To the fullest extent possible, the user agrees to waive any trial by jury.

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