

## NeXT Sampler License Agreement

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This Agreement shall be effective until terminated. Any failure by you to comply with any of the provisions of this Agreement will be a material breach of this Agreement and entitle NeXT to terminate this Agreement immediately. Upon termination, you are to immediately stop all use of the NeXT Sampler and to return to NeXT or erase all copies of NeXT Sampler in any form (including copies contained in any mass storage device).

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You agree not to export or re-export the NeXT Sampler, or any portion thereof, without the appropriate United States or foreign government licenses.

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If any provision of this Agreement is held invalid or unenforceable for any reason, such invalidity shall not affect the validity of the remaining provisions of this Agreement, and the parties will substitute for the invalid provision a valid provision which most closely approximates the intent and economic effect of the invalid provision.

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This Agreement shall constitute the entire agreement between the parties with respect to the subject matter hereof, and supersedes any prior agreements or understandings between the parties, whether written or oral, with respect hereto. No modification to this Agreement shall be of any force or effect unless made in writing signed by each party.

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