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This Agreement is effective upon your acceptance of the Agreement, or upon your downloading, installing, accessing, or using the Software, even if you have not expressly accepted this Agreement. This Agreement shall continue in effect until terminated. Without prejudice to any other rights, this Agreement will terminate automatically if you fail to comply with any of the limitations or other requirements described herein. If you are licensing the Software on a limited term basis, and fail to pay the applicable license fees or renewal license fees, Zend shall have the right to interrupt your use of the Software. You may terminate this Agreement at any time by: (i) providing written notice of your decision to terminate the Agreement to Zend and (ii) either returning the Software, Documentation, all copies thereof, and all license keys that you have obtained to Zend or destroying all such materials and providing written verification of such destruction to Zend. Zend may terminate this License Agreement if you breach any term of the Agreement by giving you written notice of your breach and Zend's decision to terminate the Agreement. Upon termination of this Agreement, you agree to either return to Zend the Software, Documentation, all copies thereof, and all license keys that you have obtained, or to destroy all such materials and provide written verification of such destruction to Zend.

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9. General Terms

9.1. Governing Law and Choice of Forum. This Agreement shall be governed by and interpreted in accordance with the laws of the State of Israel, without regard to the conflicts of law rules thereof. Any claim or dispute arising in connection with this Agreement shall be resolved in the applicable courts situated within the city of Tel Aviv, Israel. To the maximum extent permitted by law, you hereby consent to the jurisdiction and venue of such courts and waive any objections to the jurisdiction or venue of such courts. The United Nations Convention on Contracts for the International Sale of Goods is expressly excluded.

9.2. Severability. If any term or provision of this Agreement is declared void or unenforceable in a particular situation, by any judicial or administrative authority, this declaration shall not affect the validity or enforceability of the remaining terms and provisions hereof or the validity or enforceability of the offending term or provision in any other situation.

9.3. Survival. Any provisions of this Agreement that, in order to fulfill the purposes of such provisions, need to survive the termination or expiration of this

Agreement, shall be deemed to survive for as long as necessary to fulfill such purposes.

9.4. Headings. The Section headings contained in this Agreement are incorporated for reference purposes only and shall not affect the meaning or interpretation of this Agreement.

9.5. No Waiver; Amendments. The failure of either party to enforce any rights granted hereunder or to take action against the other party in the event of any breach hereunder shall not be deemed a waiver by that party as to subsequent enforcement of rights or subsequent actions in the event of future breaches. Amendments to the Agreement shall only be effective if in writing and signed by all parties.

9.6. Assignment. You may not assign your rights under this Agreement and any attempted assignment shall be void and of no effect. Zend may assign its rights and obligations under this Agreement.

9.7. United States Government Restricted Rights. The Software and Documentation are provided with Restricted Rights. Use, duplication, or disclosure by the government is subject to restrictions as set forth in subparagraph (c)(f)(ii) of the Rights in Technical Data and Computer Software clause at DFARS 252.227-7013 or subparagraphs (c) (1) and (2) of the Commercial Computer Software-Restricted Rights at 48 C.F.R. S:52.227-19, as applicable.

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v. 2010-09-2