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RECITAL

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11. GENERAL PROVISIONS

All notices under this Agreement are to be delivered by (i) depositing the notice in the mail, using registered mail, return receipt requested, addressed to the address below or to any other address as the party may designate by providing notice, (ii) transmitting the notice by using the facsimile number set forth on the signature page or any other telephone number as the party may designate by providing notice, or (iii) overnight delivery service addressed to the address set forth on the signature page or to any other address as the party may designate by providing notice. The notice shall be deemed delivered (i) if by registered mail, four (4) days after the notice's deposit in the mail, (ii) if by facsimile, on the date the notice is transmitted, or (iii) if by overnight delivery service, on the day of delivery. Any action related to this Agreement will be governed by California law, excluding choice of law rules. Licensee expressly consents to the personal jurisdiction of the state and federal courts located in Alameda County, California for any lawsuit filed there against Licensee by TS3D arising from or related to this Agreement. TS3D and Licensee agree that this Agreement is the complete and exclusive statement of the agreement between them which supersedes and merges all prior proposals, understandings and all other agreements, oral or written, between TS3D and Licensee relating to this Agreement. If any provision of this Agreement is invalid, illegal or unenforceable under any applicable statute or rule of law, it is to that extent to be deemed omitted. The remainder of the Agreement shall be valid and enforceable to the maximum extent possible. This Agreement may not be modified, altered or amended except by written instrument duly executed by both parties.



IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives as of the date first set forth above.

TECH SOFT 3D:

Signature

Name

Title

LICENSEE:

Signature

Name

Title

E-mail Address

Phone Number

Fax Number

Address

Please fax a copy of this signature page to Tech Soft 3D at:

FAX: 1.510.883.2180

Attention: Ivan Lee

Please mail the original complete license agreement to Tech Soft 3D at:

931 Ashby Ave.

Berkeley, CA 94710

Attention: Ivan Lee



EXHIBIT A

SOFTWARE AND RELATED MATERIALS

HOOPS Stream Toolkit (v11.0) - a Software Development Kit for the reading and/or writing of **HOOPS Stream File (HSF)** objects or files and upgrades, if any, to the software listed above provided by TS3D, in TS3D's sole discretion, to Licensee.