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10. General
- (c) If any provision, or part of a provision, of this Agreement is or becomes illegal, unenforceable, or invalidated, by operation of law or otherwise, that provision or part shall to that extent be deemed omitted, and the remainder of this Agreement shall remain in full force and effect.
- (d) This Agreement is the complete and exclusive statement of the agreement between the parties with respect to the subject matter hereof, and supersedes all written and oral contracts, proposals, and other communications between the parties relating to that subject matter.
- (e) Subject to Section 8, this Agreement shall be binding on, and shall inure to the benefit of, the respective successors and assigns of Author and User.
- (f) If either party to this Agreement initiates a legal action or proceeding to enforce or interpret any part of this Agreement, the prevailing party in such action shall be entitled to recover, as an element of the costs of such action and not as damages, its attorneys' fees and other costs associated with such action or proceeding.
- (g) This Agreement shall be governed by and construed in accordance with the laws of the residence country of the copy right holder of the document and the program listed in Exhibit A to this Agreement without reference to conflicts of law principles. All disputes arising out of or in connection with this Agreement shall be finally settled by arbitration in the capital of the residence country of the copy right holder in accordance with the Arbitration Rules of the Arbitration

Association of the residence country of the copy right holder. The arbitration shall be conducted by three (3) arbitrators and in the native language of the residence country of the copy right holder. The award rendered by the arbitrators shall be final and binding upon the parties. Judgment upon the award may be entered in any court having jurisdiction thereof.

- (f) Author shall not be liable to the User or to any third party for any delay or failure to perform Author's obligation set forth under this Agreement due to any cause beyond Author's reasonable control.

## **EXHIBIT A**

### ■ **Software**

koopman\_layered\_autonomous.py

koopman\_layered\_nonautonomous.py

### ■ **Conference paper**

ICLR 2025/ 24 April 2025/ Deep Koopman-layered Model with Universal Property Based on Toeplitz Matrices

### ■ **OSS List**