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WHEREAS, BU has developed certain software and technology pertaining to BU Case No. BU-2011-0804 "Method and System for Reconciling Remote Data" ("**Program**"); and

WHEREAS, BU is a joint owner of certain right, title and interest to a patent pertaining to the technology associated with BU Case No. BU-2011-0804 "Method and System for Reconciling Remote Data" ("**Patented Invention**"); and

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