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6. LIMITATION OF LIABILITY

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THE LIMITATIONS, EXCLUSIONS AND DISCLAIMERS PROVIDED IN THIS AGREEMENT SHALL APPLY TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, EVEN IF ANY REMEDY FAILS ITS ESSENTIAL PURPOSE.

7. General Provisions.

a. Governing Law.

This Agreement shall be construed in accordance with the laws of the State of California (excluding rules regarding conflicts of law) and the United States of America. In the event of any dispute the parties submit to the personal jurisdiction of and venue in the Superior Court of the State of California, County of Marin, or the United States District Court for the Northern District of California in San Francisco. In the alternative, this Agreement will be governed by the laws of the country in which you acquired the Software, excluding the application of its conflicts of law rules. This Agreement will not be governed by the United Nations Convention on Contracts for the International Sale of Goods, the application of which is expressly excluded. If any part of this Agreement is found void and unenforceable, it will not affect the validity of the balance of the Agreement, which shall remain valid and enforceable according to its terms.

b. Export Controls.

You acknowledge that the Software is subject to U.S. export jurisdiction. You agree to comply with all applicable international and national laws that apply to the Software, including the U.S. Export Administration Regulations, as well as end-user, end-use and destination restrictions issued by U.S. and other governments. You agree that the Software will not be shipped, transferred, downloaded, distributed, or exported into any country or used in any manner prohibited by the United States or any other applicable export control law, restriction, or regulation.

c. Independent Contractors.

In performing their respective duties under this Agreement, each of the parties will be operating as an independent contractor. Nothing contained herein will in any way constitute any association, partnership or joint venture between the parties hereto, or be construed to evidence the intention of the parties to establish any such relationship. Neither of the parties will hold itself out in any manner that would be contrary to the provisions of this Section. At no time shall either party make any commitments or incur any charges or expenses for or in the name of the other party.

d. Notices.

Any notices to Autodesk under the provisions of this Agreement shall be given in writing at the address set forth below or to such other address as Autodesk may substitute.

General Counsel
Autodesk, Inc.
111 McInnis Parkway
San Rafael, CA 94904

e. Indemnity.

To the maximum extent permitted by law, you agree that you shall indemnify, defend, and hold harmless Autodesk, and its respective officers, directors, employees, agents, successors, and assigns, from any damage, allegation, cost, loss, liability, or expense (including court costs and

fees for attorneys or other professionals) arising out of or resulting from or in connection with any breach or claimed breach of the terms of this Agreement or warranties provided herein, your unauthorized use of the Software, or the unauthorized use of the Software by the individual(s) or entity or entities that intend to license the Software pursuant to this Agreement.

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g. Your Warranties.

You represent and warrant to Autodesk that: (i) you have the full corporate right, power, and authority, to enter into this Agreement and to perform the obligations and duties hereunder and the full authority to execute and enter into this Agreement on behalf of yourself as well as the individual(s) or entity or entities that intend to license the Software pursuant to this Agreement; (ii) the execution of this Agreement, and the performance of the obligations and duties hereunder, do not and will not violate any agreement to which you, or any individual or entity affiliated with you, are a party or by which you, or any individual or entity affiliated with you, are otherwise bound; (iii) when executed, this Agreement will constitute your legal, valid and binding obligation, enforceable against you as well as the individual(s) or entity or entities that intend to license the Software pursuant to this Agreement in accordance with its terms; (iv) you acknowledge that Autodesk makes no representations, warranties, or agreements related to the subject matter hereof which are not expressly provided for in this Agreement; (v) no consent, approval, or authorization of or designation, declaration, or filing with or from any individual, entity, or governmental or regulatory authority is required in connection with the valid execution and delivery of this Agreement, the delivery of the Software, or the licenses granted herein; and (f) your use of the Software does not and will not in any manner infringe the rights of any third party nor violate any law, rule, or regulation.

h. Publicity.

You may not make any public statement, press release, or other announcement relating to the terms of or existence of this Agreement, Autodesk, or any relationship between the parties, without the prior written approval of Autodesk, except as required by law.

i. Language.

This Agreement is in the English language only, which language shall be controlling in all respects, and all versions hereof in any other language shall not be binding on the parties hereto. All communications and notices to be made or given pursuant to this Agreement shall be in the English language.

j. Termination.

This Agreement shall automatically terminate upon failure by you to comply with any of its terms. Further, Autodesk may terminate this Agreement at any time, for any reason or for no reason.

k. Conflict of Interest.

You agree that you will not engage directly or indirectly either for yourself, or with or for any other person or entity in any work or undertaking which shall conflict with or create any legal impediment against your performance of your obligations under this Agreement and the rights and licenses granted to Autodesk hereunder. You represent that there is no such present conflict of interest nor any such legal impediment.

l. Entire Agreement.

This Agreement is the entire agreement between you and Autodesk relating to the Software and it supersedes all prior or contemporaneous oral or written communications, proposals and representations with respect to the Software or any other subject matter covered by this Agreement. This Agreement may be amended only by a writing signed by authorized individuals for Autodesk. In the event that it is determined by a court of competent jurisdiction as a part of a final non-appealable judgment that any provision of this Agreement (or part thereof) is invalid, illegal, or otherwise unenforceable, such provision will be enforced as nearly as possible in accordance with the stated intention of the parties, while the remainder of the Agreement will remain in full force and effect. If you procured the Software in Canada, you agree to the following:

The parties hereto confirm that it is their wish that this Agreement, as well as other documents relating hereto, including any notices, have been and shall be written in the English language only. Les parties ci-dessus confirment leur désir que cet accord ainsi que tous les documents, y compris tous avis qui s'y rattachent, soient rédigés en langue anglaise.