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9. General Provisions

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9.5 Exceptions to Prohibitions; Severability.

9.5.1 Exceptions to Prohibitions. The prohibitions contained in this Agreement will not apply where and to the extent applicable law does not allow such prohibitions to be enforced. Licensee may have other rights under the laws of the state or country within the Territory where the Licensed Materials are acquired, and this Agreement does not change Licensee's rights under the laws of such state or country if and to the extent the laws of such state or country do not permit this Agreement to do so. Licensee will bear the burden of proof to demonstrate that applicable law does not allow (i) the enforcement of such prohibitions; or (ii) this Agreement to change particular rights in a state or country (and that Licensee has not exceeded the bounds of the unenforceable prohibitions and unchangeable rights).

9.5.2 Severability. If and to the extent any provision of this Agreement is held illegal, invalid, or unenforceable in whole or in part under applicable law, such provision or such portion thereof will be ineffective as to the jurisdiction in which it is illegal, invalid, or unenforceable to the extent of its illegality, invalidity, or unenforceability and will be deemed modified to the extent necessary to conform to applicable law so as to give the maximum effect to the intent of the parties. The illegality, invalidity, or unenforceability of such provision in that jurisdiction will not in any way affect the legality, validity, or enforceability of such provision or any other provision of this Agreement in any other jurisdiction.

9.6 No Waiver. No term or provision of this Agreement will be considered waived, and no breach excused, unless such waiver is in writing signed on behalf of the party against which the waiver is asserted. No waiver (whether express or implied) will constitute consent to, waiver of, or excuse of any other, different, or subsequent breach.

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Licensee's Installation of and Access to the Autodesk Materials. Licensee will provide full cooperation to enable any such audit. If Autodesk determines that Licensee's Installation of or Access to the Autodesk Materials is not in conformity with the applicable agreements or terms of service, Licensee will obtain immediately and pay for valid license(s) to bring Licensee's Installation and Access into compliance and pay the reasonable costs of the audit. In addition to such payment rights, Autodesk reserves the right to seek any other remedies available at law or in equity.

9.8 Language. The English language version of this Agreement is legally binding in case of any inconsistencies between the English version and any translations. If Licensee purchased the license for the Licensed Materials in Canada, Licensee agrees to the following: The parties hereto confirm that it is their wish that this Agreement, as well as other documents relating hereto, including 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.

9.9 Construction. Ambiguities in this Agreement will not be construed against the drafter.

9.10 Force Majeure. Autodesk will not be liable for any loss, damage or penalty resulting from delays or failures in performance resulting from acts of God, supplier delay or other causes beyond Autodesk's reasonable control.

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9.13 Entire Agreement. This Agreement and any other terms referenced in this Agreement (such as the Relationship Program Terms and the Services Terms) constitute the entire agreement between the parties (and merge and supersede any prior or contemporaneous agreements, discussions, communications, agreements, representations, warranties, advertising or understandings) with respect to the subject matter hereof, except that particular Autodesk Materials may be subject to additional or different terms associated with such Autodesk Materials. The parties acknowledge that, in entering into this Agreement, they are not relying on any agreements, discussions, communications, agreements, representations, warranties, advertising or understandings other than as expressly set forth in this Agreement. Licensee acknowledges and agrees that Autodesk may add to or change the Relationship Program Terms and the Services Terms from time to time, provided that Autodesk will provide written notice of the additions or changes (and may allow Licensee not to renew, may permit Licensee to terminate, and may offer other options with respect to

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10. Additional Terms.

10.1 Rendering. This Section 10.1 (Rendering) applies to the following Software that may be included within the Licensed Materials: (i) Autodesk Maya; and (ii) Autodesk 3ds Max

10.1.1 With regard to the Rendering Software (defined below), in addition to any other license granted in this Agreement, Licensee may allow the Rendering Software to be Installed or Accessed on a Networked Basis, solely for Licensee's Internal Business Needs, specifically to render files created with the Software. However, if the Rendering Software is mental ray, and the Software is provided with a finite number of mental ray rendering nodes, then with regard to mental ray the foregoing is restricted to that number of mental ray rendering nodes.

10.1.2 With regard to the mental ray Batch Software (defined below), in addition to any other license granted in this Agreement, Licensee may allow the mental ray Batch Software to be Installed or Accessed on a Networked Basis, solely for Licensee's Internal Business Needs, and used (i) specifically to render files created with the Software; or (ii) by the Rendering Software specifically to render files created with the Software. The total number of CPUs used by the mental ray Batch Software cannot exceed the number specified in the License Identification.

10.1.3 With regard to the mental ray Standalone (defined below), Licensee may allow the mental ray Standalone to be Installed or Accessed, on a Networked Basis, solely on Computing Device(s) (defined below) solely for Licensee's Internal Business Needs specifically to render files created with the Software. With regard to mental ray Standalone, any reference in the Agreement to Computer is hereby deleted and "Computing Device(s)" substituted therefor.

10.1.4 With regard to the mental ray Satellite (defined below) for each of Autodesk 3ds Max, Autodesk Maya and Autodesk Softimage Software each mental ray Satellite executable(s) may run on one (1) or more host no more than four (4)

client Computing Devices. With regard to mental ray Satellite, any reference in the Agreement to Computer is hereby deleted and “Computing Device(s)” substituted therefor.

10.1.5 Definitions.

(1) “mental ray Standalone” means the mental ray Standalone client/server executable, including the mental ray standard shader libraries and utility programs, used specifically for rendering files created with the Software.

(2) “Rendering Software” means a subset of the Software used specifically for rendering files created with the Software.

(3) “mental ray Batch Software” means a subset of the Software used: (i) specifically for rendering files created with the Software or (ii) by the Rendering Software specifically for rendering files created with the Software.

(4) “mental ray Satellite” means the mental ray Satellite server executable, including the mental ray standard shader libraries. mental ray Satellite is functionally equivalent to the mental ray Standalone server executable, used specifically for rendering files created with the Software except it is not able to read and write files in the complete mi2 format.

(5) “Computing Device” means (i) a single electronic assembly with a maximum of: (a) four (4) CPUs (regardless of the number of cores in each CPU) each CPU having one or more microprocessors, (b) four (4) discrete GPU-based computing boards; or (ii) a software implementation of the single electronic assembly, (a so-called 'virtual machine') described in (i) above, which single electronic assembly accepts information in digital or similar form and manipulates the information for a specific result based on a sequence of instructions.

10.2 Exceptions. This Section 10.2 (Exceptions) applies to the following Software that may be included within the Licensed Materials: (i) Autodesk Maya; (ii) Autodesk 3ds Max; and (iii) Autodesk Stingray.

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Exhibit A

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