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*\*Important – Lisez attentivement svp.*

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**9.6 Applicable Law – Disputes settlement:** This Agreement shall be governed by and interpreted in accordance with the laws of France without regard to conflict of laws principles, except if You acquired, by reference to the address on the purchase order accepted by the Licensor, the Software in North America in which case this Agreement shall be governed by and interpreted in accordance with the laws of the State of California, without reference to its conflicts of law provisions, and where applicable, with the federal law of the United States of America.

Any dispute arising under this Agreement shall be submitted to the exclusive jurisdiction of the Courts of Paris (France) except if the Licensor's principal place of business is located in North America, in which case the dispute shall be submitted to the exclusive jurisdiction of the California state courts in and for San Mateo County, California (or, if there is federal jurisdiction, the United States District Court for the Northern District of California).

**9.7 Survival:** The provisions of clauses 1 and 3-9 of this Agreement shall survive the termination of this Agreement for whatever reason.

**9.8 Language:** Le Licencié (Licensee) et le Concédant (Licensor) déclarent qu'ils ont exigé que le présent accord soit rédigé en langue anglaise. The Licensee and Licensor declare that they have requested that this Agreement be drafted in English. If there is any inconsistent or new provision in any translated version of this Agreement, the provisions of this English version shall supersede those of the translated version.

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