

Autocad

**Autodesk**

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9.4 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 shall be ineffective as to the jurisdiction in which it is illegal, invalid, or unenforceable to the extent of its illegality, invalidity, or unenforceability and shall 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 shall not in any way affect the legality, validity, or enforceability of such provision in any other jurisdiction or affect the legality, validity or enforceability of any other provision of this Agreement.

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

9.6 Audits. To ensure compliance with this Agreement, You agree that upon reasonable notice, Autodesk or Autodesk's authorized representative shall have the right to inspect and audit Your Installation, Access, and use of the Autodesk Materials. Any such inspection or audit shall be conducted during regular business hours at Your facilities or electronically, either by Autodesk or by representatives authorized by Autodesk for this purpose. If such inspections or audits disclose that You have Installed, Accessed, or permitted Access to the Autodesk Materials in a manner that is not permitted under this Agreement, then (i) You are liable to pay for any unpaid license fees as well as the reasonable costs of the audit; and (ii) without limitation of Section 2.1 (License Grant), and unless Autodesk otherwise elects in writing, the license grant with respect to the Software will terminate immediately. Any information obtained by Autodesk or Autodesk's authorized representative during the course of such inspection and audit will be used and disclosed by Autodesk solely for purposes of such inspection and audit and for enforcement of Autodesk's rights under this Agreement and applicable law, unless other uses or disclosures are required under applicable law. Nothing in this Section shall be deemed to limit any legal or equitable remedies available to Autodesk for violation of this Agreement or applicable law.

9.7 Language. The English language version of this Agreement is legally binding in case of any inconsistencies between the English version and any translations.

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