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B. Survival. The terms, conditions and warranties contained in this Agreement that by their context and meaning are intended to survive the performance hereof by either or both Parties shall so survive the completion of performance, cancellation or termination of this Agreement.

C. Governing Law and Dispute Resolution.

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D. Severability. If a provision of this Agreement is held to be invalid or unenforceable, such invalidity or unenforceability shall not invalidate or render unenforceable the entire Agreement, but rather (unless a failure of consideration would result therefrom) the entire Agreement shall be construed as if not containing the particular invalid or unenforceable provision or provisions, and the rights and obligations of each Party shall be construed and enforced accordingly.

E. Language. If this Agreement is translated into a language other than English, the English version will prevail to the extent that there is any conflict or discrepancy in meaning between the English version and any translation thereof. Unless, and only to the extent, prohibited by law in Your jurisdiction, any and all disagreements or disputes, mediation, or litigation relating to this Agreement shall be conducted in the English language, including without limitation any correspondence, discovery, submissions, filings, pleadings, oral pleadings and arguments, and orders or judgments.

F. Inconsistency. If there is any inconsistency between this Agreement and any software license or end user agreement provided in the packaging of any portion of the Software, the provisions of this Agreement shall apply to the extent of the inconsistency. If there is any inconsistency between this Agreement and any software license or end user agreement provided in connection with any upgrades or updates to the Software, the provisions of such other license or end user agreements shall apply to the extent of the inconsistency.

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