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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.

10. EXCEPTIONS

10.1 Notwithstanding the provisions set forth in Section 3.2.6 (Modifications) You may Access, if provided, for the:

(a) Autodesk Maya Software:

(i) the Maya Embedded Language (MEL) open interface; and/or

(ii) the Maya Python open interface;

to customize and extend the Autodesk Maya Software;

(b) Autodesk Toxik Software the Toxik Python open interface to customize and extend the Autodesk Toxik Software;

(c) Autodesk MotionBuilder Software the MotionBuilder Python scripting environment to customize and extend the Autodesk MotionBuilder Software.

10.2.1 Notwithstanding the provisions set forth in Section 3.2.6 (Modifications) with regard to the Autodesk Softimage Software and Autodesk Softimage Advanced Software You may make Modifications (defined below) solely for your internal business needs for designing, developing, and testing of an application program designed to function with the Autodesk Softimage Software or Autodesk Softimage Advanced Software, as the case may be, for your internal use in producing multimedia content ("Your Application");

10.2.2.1 If the Redistributable Component (defined below) operates with the Autodesk Softimage Software or Autodesk Softimage Advanced Software, as the case may be, and with Your Application and the Redistributable Component is linked to Your Application then you may reproduce and distribute the Redistributable Component and Your Application together subject to your strict adherence to all of the following terms and conditions:

(a) distribution is strictly for not-for-profit purposes;

(b) distribution is in object code form only;

(c) distribution is subject to a standard form of click-through end-user license agreement which license agreement, among other things:

(I) protects Autodesk's interests consistent with the terms of this Agreement;

(II) prohibits the redistribution of the Redistributable Component;

(d) Your Application has Your copyright notice; and

(e) You agree to defend, indemnify and hold harmless Autodesk and its Affiliates from and against any and all damages, costs, losses, liabilities, expenses and settlement amounts incurred in connection with any suit, claim or action by any third party alleging that the Redistributable Component and/or Your Application infringes or misappropriates any patent, copyrights, moral rights, trademark, trade secret and design rights, whether registered or unregistered, and including any application for registration of any of the foregoing and all rights or forms of protections of a similar nature having equivalent or similar effect to any of these, which may subsist anywhere in the world, of such third party.

10.2.2.2 "Modification" means any: (i) addition to the substance of the Sample Code or of a Modification, or any addition to the substance of the contents of a file containing Sample Code or of a Modification; (ii) any deletion from the structure of the Sample Code or of a Modification, or any deletion from the structure of the contents of a file containing Sample Code or of a Modification; and/or (iii) any new file that contains any part of the Sample Code or of another Modification.

10.2.2.3 "Redistributable Component" means the Sample Code and/or a Modification.

10.2.2.4 "Sample Code" means sample source code located in the Autodesk Softimage Software "samples" directories or the Autodesk Softimage Advanced Software "samples" directories, as the case may be.