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d. **Responsibility for Representatives and Affiliates.** As applicable, Licensee is responsible for ensuring that its employees, authorized representatives and affiliates fully comply with the obligations of the Licensee under this Section 4 (Confidentiality).

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9. **Miscellaneous.** Neither this Agreement nor the licenses granted hereunder are assignable or transferable by Licensee (and any attempt to do so shall be void). An assignment by operation of law or a change of control (directly or indirectly) shall be defined as an assignment or transfer under this Agreement. Teradici may assign and transfer this Agreement and the licenses granted hereunder without restriction. The provisions hereof are for the benefit of the parties only and not for any other person or entity. Any notice, report, approval, authorization, agreement or consent to or requested of Teradici required or permitted hereunder shall be in writing addressed to: Teradici Corporation, Attention: Finance & Legal Department, Suite 101, 4621 Canada Way, Burnaby, BC V5G4X8, Canada. No failure or delay in exercising any right hereunder shall operate as a waiver thereof, nor shall any partial exercise of any right or power hereunder preclude further exercise. If any provision shall be adjudged by any court of competent jurisdiction to be unenforceable or invalid, that provision shall be limited or eliminated to the minimum extent necessary so that this arrangement shall otherwise remain in full force and effect and enforceable. This agreement shall be deemed to have been made in, and shall be construed pursuant to the laws of the State of California and the United States without regard to conflicts of laws provisions thereof, and without regard to the United Nations Convention on the International Sale of Goods or the Uniform Computer Information Transactions Act. This Agreement is the complete and exclusive statement of the mutual understanding of the parties and supersedes and cancels all previous written and oral agreements and communications relating to the subject matter hereof and any waivers or amendments shall be effective only if made in writing, and any pre-printed or standard terms of any purchase order, confirmation or similar form, even if signed by the parties after the effectiveness hereof, shall have no force or effect. The substantially prevailing party in any action to enforce this agreement shall be entitled to recover its attorney's fees and costs in connection with such action. The Licensed Product (a) was developed at private expense and includes trade secrets and Confidential Information; (b) is a commercial item consisting of commercial computer software and commercial computer software documentation regulated under FAR 52.227-14 and DFARS Section 227.7202 and shall not be deemed to be non-commercial computer software and/or non-commercial computer software documentation under any provision of DFARS; and (c) is NOT offered to US Government agencies under the commercial computer software license set forth at FAR 52.227-19. Consistent with 48 CFR 12.212 and 48 CFR 227.7202 as applicable, the Product is licensed to government end users solely as a commercial item and with only those rights as are granted to other end users under the terms of this Agreement. Technical data relating to commercial items shall be made available to the Government consistent with the requirements and limitations of FAR 52.227-14 or DFARS 252.227-7015, as applicable. The terms "commercial computer software," "commercial computer software documentation," "technical data relating to commercial items," shall have the meanings relating to each such term as are set forth in the aforementioned FAR and DFARS clauses, as applicable. All rights not expressly granted are expressly reserved by Teradici. Licensee is responsible for all acts and omissions of its affiliates or any person or entity whom Licensee is permitted under this Agreement to allow the use of or access to the Licensed Product. Nothing in this Agreement shall be construed as creating an employer-employee relationship, a partnership, or a joint venture between the parties.