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11.3  **No Assignment; Insolvency.** Licensee may not assign this Agreement or any rights hereunder (whether by purchase of stock or assets, merger, change of control, operation of law, or otherwise) without Autodesk’s prior written consent, which may be withheld in Autodesk’s sole and absolute discretion, and any purported assignment by Licensee will be void. In the context of any bankruptcy or similar proceeding, this Agreement is and will be treated as an executory contract of the type described by Section 365(c)(1) of Title 11 of the United States Code and may not be assigned without Autodesk’s prior written consent, which may be withheld in Autodesk’s sole and absolute discretion.

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

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11.8  **Language.** The English language version of this Agreement is legally binding in case of any inconsistencies between the English version and any translations. If Licensee purchased the license for the Licensed Materials in Canada, Licensee agrees to the following: The parties hereto confirm that it is their wish that this Agreement, as well as other documents relating hereto, including notices, have been and shall be written in the English language only. Les parties-ci-dessus confirment leur désir que cet accord ainsi que tous les documents, y compris tous avis qui s’y rattachent, soient rédigés en langue anglaise.

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EXHIBIT A
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