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13. Indemnity. You agree to indemnify and hold harmless Cerebras and its subsidiaries, affiliates, officers, agents, co-branders, customers, suppliers or other partners, and employees, from any loss, claim or demand, including reasonable attorneys' fees, made by any party due to or arising out of your use of the Software, your connection to the Software, or your violation of any term or condition in this Agreement.

14. General.

14.1. **Relationship.** The relationship of the parties created by this Agreement is that of independent contractors and not that of employer/employee, principal/agent, partnership, joint venturers or representative of the other.

14.2. **Choice of Law.** This Agreement is governed by the substantive and procedural laws of the State of California and each party agrees to submit to the exclusive jurisdiction of, and venue in, the courts in San Francisco or Santa Clara counties in California in any dispute arising out of or relating to this Agreement. The United Nations Convention on Contracts for the International Sale of Goods and Uniform Computer Information Transactions Act do not apply to this Agreement or to orders placed under it.

14.3. **Headings.** All headings herein are solely for the purpose of convenience.

14.4. **Entire Agreement.** Excepting any contractual agreement between the person or entity that purchased the right to access the Software and Cerebras, this Agreement is the complete and exclusive statement of the agreement between Cerebras and You, which supersedes any proposal or prior agreement, oral or written, and any other communications between the parties in relation to the subject matter of this Agreement.

14.5. **Assignment.** You may not assign or transfer this Agreement or any rights granted hereunder, by operation of law or otherwise, without Cerebras' prior written consent, and any attempt or purported attempt by you to do so, without such consent, will be null and void.

14.6. **Waiver.** The failure by either party to enforce any provision of this Agreement will not constitute a waiver of future enforcement of that or any other provision. Any waiver, modification or amendment of any provision of this Agreement will be effective only if in writing and signed by authorized representatives of both parties.

14.7. **Severability.** If any provision of this Agreement is held to be unenforceable or invalid, that provision will be enforced to the maximum extent possible, and the other provisions will remain in full force and effect.

14.8. **Notices.** All notices, consents, and approvals under this Agreement must be delivered in writing by courier, or by certified or registered mail (postage prepaid and return receipt requested), to the other party at the address provided as part of the license order process, and will be effective upon receipt or three business days after being deposited in the mail as required above, whichever first occurs. Either party may change its address by giving notice of the new address to the other party in accordance with the foregoing.

14.9. **Entire Agreement.** This Agreement is the complete and exclusive understanding and agreement between the parties regarding its subject matter. Any terms or conditions contained in your purchase order or other ordering document that are inconsistent with or in addition to the terms and conditions of this Agreement are hereby rejected by Cerebras.