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- b) The limitations set forth in Section 5(a) above will not apply to infringement claims under Section 4, or to damages for bodily injury or death.
- c) The remedies in these Terms are Customer's sole and exclusive remedies.

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Agilent will indemnify and hold Customer harmless from and against any third party claims for (i) bodily injury or death, or (ii) direct damage to tangible property, to the extent caused by Agilent's negligence or willful misconduct in performing its obligations under these Terms, provided that Agilent is given prompt written notice and the opportunity to control the defense of the claim or settlement, and subject to the limitation of liabilities set forth in Section 5.

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- b) Terms for Service are available at http://www.agilent.com/go/service_terms, upon request, or as otherwise indicated on the quotation.
- c) The parties agree to comply with applicable laws and regulations. Agilent may suspend performance if Customer is in violation of applicable laws or regulations.
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- e) Disputes arising in connection with these Terms will be governed by the laws of the State of California.
- f) To the extent that any provision or a portion of any provision of these Terms is determined to be illegal or unenforceable, the remainder of these Terms will remain in full force and effect.
- g) The United Nations Convention on Contracts for the International Sale of Goods will not apply to these Terms.
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