



MuleSoft Dataweave Playground Commercial Free License Agreement

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5. Limitation of Remedies and Damages.

MULESOFT SHALL NOT BE LIABLE FOR ANY DIRECT OR INDIRECT DAMAGES OF ANY KIND ARISING UNDER OR RELATED TO THIS AGREEMENT. THE CATEGORIES OF PRECLUDED DAMAGES INCLUDE WITHOUT LIMITATION LOST DATA, INTERRUPTION OF BUSINESS, OR ANY INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OF ANY KIND (INCLUDING LOST PROFITS), REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE, EVEN IF INFORMED OF THE POSSIBILITY OF SUCH DAMAGES IN ADVANCE. The allocation of risk under this Section 5 is a material inducement to MuleSoft's entering into this Agreement.

6. General.

- 6.1 Severability. If any provision of this Agreement shall be adjudged by any court of competent jurisdiction to be unenforceable or invalid, that provision shall be limited to the minimum extent necessary so that this Agreement shall otherwise remain in effect.
- 6.2 Governing Law; Jurisdiction and Venue. This Agreement shall be governed by the laws of the State of California and the U.S. without regard to conflicts of laws provisions. The jurisdiction and venue for actions related to the subject matter hereof shall be the state and U.S. federal courts located in San Francisco, California, and the parties irrevocably consent to the personal jurisdiction of such courts.
- 6.3 Attorneys' Fees and Costs. The prevailing party in any action to enforce this Agreement will be entitled to recover its attorneys' fees and costs in connection with such action.
- 6.4 Notices and Reports. Any notice or report hereunder shall be in writing to the notice address set forth above for MuleSoft and to the most recent address on file for User under the Order Form in effect between the parties, and shall be deemed given:
 - (i) upon receipt if by personal delivery;
 - (ii) upon receipt if sent by certified or registered U.S. mail; or
 - (iii) one day after it is sent if by next day delivery by a major commercial delivery service.
- 6.5 Amendments; Waivers. No supplement, modification, or amendment of this Agreement shall be binding, unless executed in writing by an authorized representative of each party to this Agreement.

No waiver will be implied from conduct or failure to enforce or exercise rights under this Agreement, nor will any waiver be effective unless in a writing signed by a duly authorized representative on behalf of the party claimed to have waived.

- 6.6 Entire Agreement. 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 its subject matter. Titles and headings of sections of this Agreement are for convenience only and shall not affect the construction of any provision of this Agreement.
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