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TOUS LES RISQUES RELATIVEMENT A L'UTILISATION DU PRODUIT LOGICIEL ET DES SERVICES DE SOUTIEN DE MEME QUE RELATIVEMENT A LA PERFORMANCE DU PRODUIT LOGICIEL ET A LA PRESTATION DES SERVICES DE SOUTIEN.

EXCLUSION DES DOMMAGES ACCESSOIRES, INDIRECTS ET DE CERTAINS AUTRES DOMMAGES. DANS LA MESURE MAXIMALE PERMISE PAR LES LOIS APPLICABLES, EN AUCUN CAS MICROSOFT OU SES FOURNISSEURS NE SERONT RESPONSABLES DES DOMMAGES SPECIAUX, ACCESSOIRES, INDIRECTS OU CONSECUTIFS DE QUELQUE NATURE QUE CE SOIT (NOTAMMENT, LES DOMMAGES A L'EGARD DE LA PERTE DE PROFITS OU A LA PERTE DE RENSEIGNEMENTS CONFIDENTIELS OU AUTRES, DE L'INTERRUPTION DES AFFAIRES, DE BLESSURES CORPORELLES, DE LA VIOLATION DE LA VIE PRIVEE, DE L'OMISSION DE REMPLIR TOUT DEVOIR, Y COMPRIS D'AGIR DE BONNE FOI OU D'EXERCER UN SOIN RAISONNABLE, DE LA NEGLIGENCE ET DE TOUTE AUTRE PERTE PECUNIAIRE OU AUTRE PERTE DE QUELQUE NATURE QUE CE SOIT) SE RAPPORTANT DE QUELQUE MANIERE QUE CE SOIT A L'UTILISATION DU PRODUIT LOGICIEL OU A L'INCAPACITE DE S'EN SERVIR, A LA PRESTATION OU A L'OMISSION D'UNE PRESTATION DES SERVICES DE SOUTIEN OU AUTREMENT AUX TERMES DE TOUTE DISPOSITION DE CE CLUF, OU RELATIVEMENT A UNE TELLE DISPOSITION, MEME EN CAS DE FAUTE, DE DELIT CIVIL (Y COMPRIS LA NEGLIGENCE, DE RESPONSABILITE STRICTE, DE VIOLATION DE CONTRAT OU DE VIOLATION DE GARANTIE DE MICROSOFT OU DE TOUT FOURNISSEUR, ET CE MEME SI MICROSOFT OU TOUT FOURNISSEUR A ETE AVISE DE LA POSSIBILITE DE TELS DOMMAGES.

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La presente Convention est regie par les lois de la province d'Ontario, Canada. Chacune des parties a la presente reconnait irrevocablement la competence des tribunaux de la province d'Ontario et consent a instituer tout litige qui pourrait decouler de la presente aupres des tribunaux situes dans le district judiciaire de York, province d'Ontario.

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