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10.1 Yokogawa shall have the right to access and audit your facilities and any of your records in a commercially reasonable manner, including data stored on hardware, in relation to the use of the Software Product as may be reasonably necessary in Yokogawa's reasonable opinion to verify that the requirements of this Agreement are being met.

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Yokogawa shall have the right to terminate this Agreement with immediate effect upon notice to you, if you or end users breach any of the terms and conditions hereof. Upon termination of this Agreement, you shall, and make end users, promptly cease using the Software Product and, in accordance with sub-clause 2.5, return or irretrievably delete all copies of the Software Product, certifying the same in writing. In this case the license fee paid by you for the Software Product shall not be refunded. Clauses 2.4 and 2.5, 6, 7, 12 and 13 shall survive

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This Agreement shall be governed by and construed in accordance with the laws of Japan. If you are a Japanese individual or entity, all disputes, controversies or differences which may arise between the parties hereto, out of, in relation to or in connection with this Agreement ("Dispute") shall be brought exclusively in the Tokyo District Court (The Main Court) in Japan. If you are not a Japanese individual or entity, any Dispute shall be finally settled by arbitration in Tokyo, Japan in accordance with the Commercial Arbitration Rules of the Japan Commercial Arbitration Association. All proceedings in arbitration shall be conducted in the English language, unless otherwise agreed. The award of arbitration shall be final and binding upon both parties, however, each party may make an application to any court having jurisdiction for judgment to be entered on the award and/or for enforcement of the award.

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14. Miscellaneous

14.1 This Agreement supersedes all prior oral and written understandings, representations and discussions between the parties concerning the subject matter hereof to the extent such understandings, representations and discussions should be discrepant or inconsistent with this Agreement.

14.2 If any part of this Agreement is found void or unenforceable, it shall not affect the validity of the balance of the Agreement, which shall remain valid and enforceable according to its terms and conditions. The parties hereby agree to attempt to substitute for such invalid or unenforceable provision a valid or enforceable provision that achieves to the greatest extent possible the economic, legal and commercial objectives of the invalid or unenforceable provision.

14.3 Failure by either party to insist on performance of this Agreement or to exercise a right when entitled does not prevent such party from doing so at a later time, either in relation to that default or any subsequent one.

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