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Neither party shall be liable to the other party in the event of force majeure that has an effect on the party's obligations in accordance with the Agreement. Events that will be regarded as force majeure shall include war and mobilization, natural disasters, strikes, lock-outs, fires, non-deliveries, delayed or short deliveries from sub-suppliers, damage to production apparatus, computer virus, import and export controls and other circumstances beyond the reasonable control of the affected party.

11. TERMINATION

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12. DEFAULTS

If the Licensee is in default of the Agreement, the Licensee's rights under the Agreement shall terminate with immediate effect, and the Licensee shall be under an obligation to return the Software, including any back-up copies and accompanying documentation, without a right to repayment. In addition, Brüel & Kjær shall be entitled to damages for any loss, which Brüel & Kjær may suffer, in accordance with the general rules of Danish law, including all losses, damages, costs, expenses, etc., without any limitations, incurred or suffered by Brüel & Kjær as a result of claims from any third party in relation to the Licensee's breach of the Agreement.

13. CHOICE OF LAW AND COURT OF JURISDICTION

13.1 The Agreement shall be governed by Danish law and the competent court of jurisdiction for any disputes arising out of the Agreement shall be the Copenhagen Maritime and Commercial Court.

13.2 Nothing in Clause 13.1 shall prevent Brüel & Kjær from having recourse to a court of competent jurisdiction for the sole purpose of seeking a preliminary injunction or such other provisional judicial relief, as it considers necessary.

13.3 Failure by Brüel & Kjær to exercise or enforce any rights hereunder shall not be deemed to be a waiver of any such rights nor affect the exercise or enforcement thereof at any time or times thereafter.

13.4 If any provision or part of this Agreement is or is held by any court of competent jurisdiction to be unenforceable or invalid, such unenforceability or invalidity shall not affect the enforceability of any other provision. Further, such provisions shall be replaced with provisions which reflect the original intent of the parties.

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