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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.

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- 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.
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- 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.

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