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- i. Audit. Licensor may conduct audit of the Licensee to ensure compliance with this Agreement if required with prior written notice.
- ii. Equitable Relief: The Parties agree that a material breach of the license or confidentiality provisions of this Agreement would cause irreparable injury to Licensor for which monetary damages would not be an adequate remedy, and therefore Licensor shall be entitled to equitable relief in addition to any other remedies it may have hereunder or at law.
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- iv. Choice of Law; Jurisdiction. This Agreement will be governed by and construed in accordance with the laws of India without conflict of laws principle and shall be subject to the exclusive jurisdiction of courts in Pune, India.
- v. Assignment. Licensee shall not assign, delegate or transfer this Agreement or any right, interest or benefit under this Agreement, or allow this Agreement to be assumed by, any third party without the prior written consent of Persistent and any such assignment, delegation, transfer or assumption without Persistent's prior consent shall be void.
- vi. Invalidity; Waiver. No failure by either Party hereto to exercise or delay in exercising any right hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any right hereunder by either Party preclude any other or future exercise of any right hereunder by that Party. If any provision in this Agreement should be held illegal or unenforceable by a court having jurisdiction, such provision shall be modified to the extent necessary to render it enforceable without losing its intent, or severed from this Agreement if no such modification is possible, and other provisions of this Agreement shall remain in full force and effect.
- vii. Force Majeure. Neither Party shall be in default or be liable for any delay, failure in performance (excepting the obligation to pay) or interruption of service resulting directly or indirectly from any cause beyond its reasonable control.

- viii. Headings. The subject headings of this Agreement are included for purposes of convenience only and shall not affect the construction or interpretation of any provision of this Agreement.
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