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d. Audit. Utimaco may audit Customer for compliance with the Software license terms. Upon reasonable notice, Utimaco may conduct an audit during normal business hours (with the auditor’s costs being at Utimaco’s expense). If an audit reveals underpayments then Customer will pay to Utimaco such underpayments. If underpayments discovered exceed five (5) percent, Customer will reimburse Utimaco for the auditor costs.

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g. Governing Law. This EULA will be governed by the laws of the state of California, U.S.A., excluding rules as to choice and conflict of law. Customer and Utimaco consent to the jurisdiction of the state and federal courts located in California. Customer and Utimaco agree that the United Nations Convention on Contracts for the International Sale of Goods will not apply.

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