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19. Audit. The Licensor may conduct audits in order to verify that Licensee is in compliance with this EULA. The cost of such audit shall be borne by Licensor unless the audit shall determine material breaches of this EULA, in which case the Licensee shall be responsible to bear such costs. You will supply Licensor with the necessary access to records, hardware, employees and all relevant information to enable performance of the audit.
20. Governing Law and Jurisdiction. This EULA shall be governed by the laws of the State of Israel, without regard to conflict of laws provisions. The parties hereto submit the exclusive jurisdiction to the courts of Tel-Aviv-Jaffa. Notwithstanding the above, nothing in this clause 20, will restrict or delay Licensor's freedom to commence or pursue legal proceedings in the courts of any jurisdiction to: (a) preserve any legal right or remedy; or (b) preserve a superior position with regard to other creditors of the other Party; or (c) protect any Intellectual Property Right, Confidential Information or trade secret.
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