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- 10 General.
  - a Entire Agreement. This Agreement constitutes the entire agreement and understanding between the parties relating to the subject matter hereof. This Agreement may not be amended except by a written document signed by both parties.
  - b No waiver. The failure of BP3 to enforce any rights granted hereunder or to take action against User in the event of any breach hereunder shall not be deemed a waiver by BP3 as to subsequent enforcement of rights or subsequent actions in the event of future breaches.
  - c Governing Law. This Agreement shall be governed by and construed and interpreted by the laws of the State of Texas, without regard to any conflict of laws provisions of any state or jurisdiction. Each party submits to the jurisdiction of the state and federal courts of Travis County and the Western District of Texas for the purposes of all legal proceedings arising out of or relating to this Agreement or the subject matter hereof. User waives any objection that it may have to contest such forum.
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- e Severability. Each provision of this Agreement is a separately enforceable provision. If any provision of this Agreement is determined to be or becomes unenforceable or illegal, such provision shall be reformed to the minimum extent necessary in order for this Agreement to remain in effect in accordance with its terms as modified by such reformation.
- f Verification. User agrees that BP3 may, upon five (5) days prior written notice, enter User's premises to verify User's compliance with the provisions of this Agreement. BP3's inspections shall be limited to (i) normal business hours; and (ii) those records pertaining to the Software licensed hereunder. BP3's rights of inspection shall remain in effect through the period ending one (1) year from the termination or expiration of this Agreement and any applicable license hereunder.
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- h Survival. The obligations that by their nature should survive termination or expiration of this Agreement shall survive such termination or expiration.