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9 In any event, OMRON's entire liability to the User for any cause shall not exceed the amount actually paid by the User to purchase the OMRON's UPS which is monitored and managed by the Software or the amount actually paid by the User to purchase license(s) of the Software, whichever is lower.

10 If the User breaches this Agreement, OMRON may terminate this Agreement upon notice to the User. In that event, the User shall return the Software and all copies thereof.

11 This Agreement shall be governed by and construed under the laws of Japan.

12 If the User is a person living in Japan or a corporation organized and existing under the laws of Japan, any dispute, controversy or difference which may arise between the parties hereto arising out of or in relation to or in connection with this Agreement shall be solely resolved through a legal proceedings before the District Court of Tokyo, which shall have the exclusive jurisdiction over the dispute.

In other cases, any and all dispute, controversy or difference which may arise between the parties hereto out of or in relation to or in connection with this Agreement shall be finally settled by arbitration in Tokyo in accordance with the Arbitration Rules of the Japan Commercial Arbitration Association. The award rendered by arbitrator(s) shall be final binding upon the parties hereto.

13 This English version of this Agreement is prepared for reference purpose only. In the event of any conflict or inconsistency between the Japanese version and this English version, the Japanese version shall prevail.