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**11. Miscellaneous.**

11.1 Governing Law. This Agreement shall be governed by the laws of the State of New York, and applicable U.S. federal law, without giving effect to conflict of law or to choice of law principles, and excluding the 1980 United Nations Convention on Contracts for the International Sale of Goods, if applicable.

11.2 Assignment. Neither this Agreement, nor any of the rights or obligations herein, may be assigned or transferred by Licensee without the express prior written consent of ON Semiconductor, and any attempt to do so in violation of the foregoing shall be null and void. Subject to the foregoing, this Agreement shall be binding upon and inure to the benefit of the parties, their successors and assigns.

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11.4 Severability; Waiver. Any provision of this Agreement which is held to be invalid or unenforceable by a court in any jurisdiction shall, as to such jurisdiction, be severed from this Agreement and ineffective to the extent of such invalidity or unenforceability without invalidating the remaining portions hereof or affecting the validity or enforceability of such provision in any other jurisdiction. Failure by either party hereto to enforce any term of this Agreement shall not be held a waiver of such term nor prevent enforcement of such term thereafter, unless and to the extent expressly set forth in a writing signed by the party charged with such waiver.

11.5 Remedies Not Exclusive. The remedies herein are not exclusive, but rather are cumulative and in addition to all other remedies available to ON Semiconductor.

11.6 Records; Audit. Licensee agrees that it shall maintain accurate and complete records relating to its activities under Section 2.1(b)(iii) of this Agreement during the term of this Agreement. Upon reasonable advance written notice, ON Semiconductor shall have the right no more frequently than once in any 12 month period during the term of the Agreement, through an independent third party approved by Licensee in writing (such approval not to be unreasonably withheld), to examine and audit such records and Licensee's compliance with the terms of Section 2.1(b)(iii) of this Agreement. Any such audit shall not interfere with the ordinary business operations of Licensee and shall be conducted at the expense of ON Semiconductor. All reports, documents, materials and other information collected or prepared during an audit shall be deemed to be the confidential information of Licensee ("Licensee Confidential Information"),

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11.7 No Joint Venture, Agency, etc. Nothing in this Agreement shall be construed as creating a joint venture, agency, partnership, trust or other similar association of any kind between the parties hereto. The parties hereto are for all purposes of this Agreement independent contractors, and neither shall hold itself out as having any authority to act as an agent or partner of the other party, or in any way bind or commit the other party to any obligations.

11.8 Interpretation. In this Agreement, words importing a singular number only shall include the plural and vice versa, and section numbers and headings are for convenience of reference only and shall not affect the construction or interpretation hereof.

11.9 Entire Agreement; Amendment; Counterparts; Facsimile Copies. This Agreement, including the Exhibits attached hereto, constitutes the entire agreement and understanding between the parties hereto regarding the subject matter hereof and supersedes all other agreements, understandings, promises, representations or discussions, written or oral, between the parties regarding the subject matter hereof. This Agreement may not be amended except in writing signed by an authorized representative of each of the parties hereto. This Agreement may be executed in counterparts, each of which shall be deemed to be an original, and which together shall constitute one and the same agreement. Each party hereto may deliver an executed copy of this Agreement to the other party via facsimile or other electronic means, and such executed copy(ies) sent/received via facsimile or other electronic means shall be deemed an original and binding copy.

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