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11.1 Governing Law. This Agreement shall be interpreted, construed and governed in all respects in accordance with the laws of the state of New York, USA, excluding its conflict of laws provisions. The UN Convention on Contracts for the International Sale of Goods (Vienna, 1980) shall not apply to any purchases made hereunder. The Federal and State courts of New York shall have exclusive jurisdiction and venue over all controversies arising out of or relating to this Agreement. Each party consents to the exercise by any such court of personal jurisdiction over them and each party waives any objection it might otherwise have to venue, personal jurisdiction, inconvenience of forum, and any similar or related doctrine. Each party hereby waives to the fullest extent permitted by applicable law, any right it may have to a trial by jury in respect of any litigation directly or indirectly arising out of, under or in connection with this Agreement. However, nothing shall limit onsemi's ability to assert its intellectual property rights in any court of competent jurisdiction or any government agency, including: the right to seek injunctive relief; or file, defend, oppose, or challenge patents, copyrights, or trademarks; or enforcing an award in any court of law; or forgo mediation and directly seek relief via judicial or government agency proceedings.

11.2 Assignment. Neither party may assign its rights and obligations hereunder without the prior written consent of the other, except that onsemi is permitted to subcontract all or part of its obligations hereunder as it deems necessary, and this Agreement shall apply to onsemi's Affiliates. Any unauthorized assignment shall be null and void.

11.3 Limitations on Use. The Dev Kit and/or Software is not designed, developed, licensed or provided for use in connection with any nuclear facility, or in connection with the flight, navigation or communication of aircraft or ground support equipment, or in connection with military or medical equipment/applications or activities, or any other inherently dangerous or high-risk equipment/applications or activities ("High-Risk Use"). Licensee agrees that onsemi (and its licensors/suppliers) shall not be liable or responsible for any claims, losses, demands, costs, expenses, or liabilities whatsoever arising from or in relation to any such High-Risk Use of the Software, Modifications or Licensee Products by Licensee or Customers.

11.4 Severability; Waiver. If any provision or part of any provision of this Agreement is invalidated by operation of law or otherwise, that provision or part will, to that extent, be deemed omitted and the remainder of the Agreement will remain in full force and effect. In the place of

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any such invalid provision or part thereof, the Parties undertake to agree on a similar but valid provision, the effect of which is as close as possible to that of the invalid provision or part thereof.

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

11.6 Records; Audit. Licensee agrees that it shall maintain accurate and complete records relating to this Agreement during the term of this Agreement. Upon reasonable advance written notice, onsemi 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 this Agreement. Any such audit shall not interfere with the ordinary business operations of Licensee and shall be conducted at the expense of onsemi.

11.7 No Joint Venture, Agency, etc. Nothing in this Agreement shall be deemed to create a partnership or any agency relationship between onsemi and Licensee. onsemi and Licensee are independent companies. No Party shall be entitled to act on behalf of and/or to bind the other Party. This Agreement is made solely for the exclusive benefit of the Parties and all third-party rights of enforcement are hereby excluded to the fullest extent possible.

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 constitutes the entire and final agreement between the Parties with regard to the subject matter herein and supersedes all other communications. This Agreement shall govern and prevail in the event a conflict arises between this Agreement and another agreement. No modifications to this Agreement shall be binding unless expressly agreed to in writing by onsemi.

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The Dev Kit and this Agreement shall be treated as Confidential Information according to the confidentiality obligations as set forth in the non-disclosure agreement between the parties ("NDA"). Notwithstanding any disclosure period set out in the NDA, such disclosure period shall extend automatically to the extent necessary to make it coterminous with the Term of this Agreement. Notwithstanding anything herein or in the NDA to the contrary, the Dev Kit shall be considered an onsemi trade secret and protected for an indefinite time.

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