

## Texas Instruments Incorporated BLE Software License Agreement

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9. **WAIVER.** Failure of TI to enforce any terms of this Agreement shall not be deemed or considered a waiver of future enforcement of that or any other term in this Agreement. You agree that no term of this Agreement may be considered waived and no breach excused by TI unless made in writing by TI. No consent, waiver, or excuse by TI, express or implied, constitutes a subsequent consent, waiver or excuse.

10. **GOVERNING LAW; SEVERABILITY.** The validity, performance and construction of this Agreement shall be governed by the laws of the State of Texas without reference to that state's conflict-of-laws principles. If a court of competent jurisdiction finds any provision of the Agreement to be unenforceable, that provision will be enforced to the maximum extent possible to effectuate the intent of the parties, and the remainder of the Agreement will continue in full force and effect. The parties agree that exclusive jurisdiction for any dispute arising out of or relating to this Agreement lies within courts located in the State of Texas.

11. **SURVIVAL** Rights and obligations under this Agreement which by their nature should survive, including but not limited to Paragraphs 2, 3, 4, 5, 6, 7, 8, 10, 11 and 14, will remain in effect after termination or expiration of this Agreement.

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