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7.2. NXP may terminate this Agreement immediately upon written notice to you.

7.3. Upon termination of this Agreement, all licenses granted under Section 2 will expire.

7.4. After termination of this Agreement by either party, (a) you will promptly return to NXP or, at NXP's discretion, destroy all of the Licensed Materials and all whole and partial copies of the Licensed Materials within thirty (30) days after the expiration or termination, (b) you will furnish to NXP at the address below a written certification that all of the Licensed Materials including all whole and partial copies, have been (i) destroyed or returned to NXP, and (ii) erased from all of your storage elements and devices; and (c) you will not keep any archival copies of the Licensed Materials except and only to the extent that applicable law notwithstanding this limitation expressly permits such.

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16. CONFIDENTIAL INFORMATION. Subject to the license grants and restrictions contained herein, you must treat the Licensed Materials as confidential information and you agree to retain the Licensed Materials in confidence perpetually. You may not disclose any part of the Licensed Materials to anyone

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18. ENTIRE AGREEMENT. This Agreement constitutes the entire agreement between you and NXP regarding the subject matter of this Agreement, and supersedes all prior communications, negotiations, understandings, agreements or representations, either written or oral, if any. This Agreement may only be amended in written form, signed by you and NXP.

19. SEVERABILITY. If any provision of this Agreement is held for any reason to be invalid or unenforceable, then the remaining provisions of this Agreement will be unimpaired and, unless a modification or replacement of the invalid or unenforceable provision is further held to deprive you or NXP of a material benefit, in which case the Agreement will immediately terminate, the invalid or unenforceable provision will be replaced with a provision that is valid and enforceable and that comes closest to the intention underlying the invalid or unenforceable provision.

20. NO WAIVER. The waiver by NXP of any breach of any provision of this Agreement will not operate or be construed as a waiver of any other or a subsequent breach of the same or a different provision.

21. AUDIT. You will keep full, clear and accurate records with respect to your compliance with the limited license rights granted under this Agreement for three years following expiration or termination of this Agreement. NXP will have the right, either itself or through an independent certified public accountant to examine and audit, at NXP's expense, not more than once a year, and during normal business hours, all such records that may bear upon your compliance with the limited license rights granted above. You must make prompt adjustment to compensate for any errors and/or omissions disclosed by such examination or audit.

22. NOTICES. All notices and communications under this Agreement will be made in writing, and will be effective when received at the following addresses:

NXP: NXP B.V.
 High Tech Campus 60
 5656 AG Eindhoven
 The Netherlands
 ATTN: Legal Department

You: The address provided at registration will be used.

23. RELATIONSHIP OF THE PARTIES. The parties are independent contractors. Nothing in this Agreement will be construed to create any partnership, joint venture, or similar relationship. Neither party is authorized to bind the other to any obligations with third parties.

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