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- (c) comply with the license restrictions under Section 3.

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- (f) that the OEM Customer will comply with the license restrictions under Section 3; and
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7. **Remedies.** Licensee acknowledges and agrees that, if NXP is required to bring an action to enforce the provisions of this Agreement, the damages may be irreparable and difficult to measure and NXP shall be entitled to seek equitable relief including a preliminary injunction in addition to any other relief available. Licensee agrees that in the event that NXP seeks an injunction hereunder, Licensee hereby waives any requirement for the posting of a bond or any other security.
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10. **Governing Law; Jurisdiction.** This Agreement shall be governed by and construed in accordance with the laws of The Netherlands without regard to any principle of conflicts of law. Any dispute arising hereunder shall be resolved in the competent courts in Amsterdam, The Netherlands, and the Parties hereby agree that venue and jurisdiction for any related proceedings arising hereunder shall lie exclusively with such courts; provided, however, that each Party may enforce its and its Affiliates' intellectual property rights in any court, and similar governing body, of competent jurisdiction, including but not limited to equitable relief.
11. **Export Compliance**
 - 11.1. Licensee shall comply with all applicable export and import control laws and regulations including but not limited to the US Export Administration Regulation (including restrictions on certain military end uses and military end users as specified in Section 15 C.F.R. § 744.21 and prohibited party lists issued by other federal governments), Catch-all regulations and all national and international embargoes. In particular, Licensee shall not directly or indirectly export, re-export, transfer or release any Licensed Materials in whole or in part or direct product thereof or technical data to any destination, person, entity or end use restricted or prohibited by applicable laws, without obtaining prior authorization from the applicable competent government authorities to the extent required by those laws. This provision shall survive termination or expiration of this Agreement.
 - 11.2. Prohibition of Export to Russian Federation
 - (a) With respect to activities that fall under the scope of Article 12g, 12ga of Council Regulation (EU) No 833/2014, or Council Regulation (EU) No 765/2006 (as the case requires), Licensee (a) will not sell, export or re-export, directly or indirectly any item, and (b) will not sell, license or sublicense any intellectual property rights or trade secrets, to the Russian Federation or Belarus, or for use in the Russian Federation or Belarus.
 - (b) Licensee will ensure that the purpose of paragraph (a) above is not frustrated by any third parties further down the commercial chain, including by either resellers, sublicensees, or both.

- (c) Licensee will set up and maintain an adequate monitoring mechanism to detect conduct by any third parties further down the commercial chain, including by either resellers, sublicensees, or both, that would frustrate the purpose of paragraph (a).
- (d) Any violation of paragraphs (a), (b) or (c) will constitute a material breach of this Agreement, and NXP will be entitled to seek appropriate remedies, including, but not limited to: (i) termination of this Agreement; (ii) suspension of any of its business relationships with Licensee, Licensee's affiliates or both, until the breach of paragraph (a) above is remedied, and (iii) a plan to remedy the breach.
- (e) Licensee will immediately inform NXP about any problems in applying paragraphs (a), (b) or (c), above, including any relevant activities by third parties that could frustrate the purpose of paragraph (a). Licensee will make available to NXP information concerning compliance with the obligations under paragraphs (a), (b) and (c) within 2 weeks of the request for information.

12. Miscellaneous. (A) Nothing in this Agreement shall create a joint venture, partnership or principal/agent relationship between the Parties. (B) NXP may assign this Agreement or any rights thereof to any of its Affiliates or any third party. Licensee shall not assign or transfer any of its rights or obligations hereunder without the prior written consent of NXP. (C) All notices to NXP required or permitted hereunder shall be in writing and shall be deemed delivered upon hand delivery or upon receipt if sent by world renown overnight courier or mailed by registered or certified mail, return receipt requested, postage prepaid, to NXP at its address set forth in the header of this Agreement or such other address of which NXP may notify Licensee from time to time. (D) A waiver of any right hereunder shall in no way waive any other rights. No waiver, alteration, modification or amendment of this Agreement shall be effective unless in writing and signed by both Parties. (E) In the event that any provision of this Agreement is held to be invalid, illegal or unenforceable, such provision shall be deemed amended to achieve the economic effect of the intent of the Parties in a valid, lawful and enforceable manner, or if not possible, then deleted and ineffective to the extent thereof, without affecting any other provision of this Agreement. (F) This Agreement constitutes the entire agreement regarding the subject matter hereof and supersedes all prior agreements, understandings and communications, oral and written, between the Parties regarding the subject matter hereof.

APPENDIX A

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ACCEPTED AND AGREED

Licensee ("Licensee"):

By: _____

Name: _____

Title: _____

Date: _____

Name of Company

Registered office at (full address)

Country