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(b) You 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) You 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 these Terms; (ii) suspension of any of its business relationships with you, your affiliates or both, until the breach of paragraph (a) above is remedied, and (iii) a plan to remedy the breach.

- (e) You 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). You 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.

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