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11.4   <u>Severability; Waiver</u>.   Any provision of this Agreement which is held to be invalid or unenforceable by a court in any jurisdiction shall, as to such jurisdiction, be severed from this Agreement and ineffective to the extent of such invalidity or unenforceability without invalidating the remaining portions hereof or affecting the validity or enforceability of such provision in any other jurisdiction. Failure by either party hereto to enforce any term of this Agreement shall not be held a waiver of such term nor prevent enforcement of such term thereafter, unless and to the extent expressly set forth in a writing signed by the party charged with such waiver.

11.5   <u>Remedies Not Exclusive</u>. The remedies herein are not exclusive, but rather are cumulative and in addition to all other remedies available to ON Semiconductor.

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