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11.6 **Records; Audit.** Licensee agrees that it shall maintain accurate and complete records relating to its activities under this Agreement. Upon reasonable advance written notice, ON Semiconductor shall have the right to examine and audit such records and Licensee's compliance with the terms of this Agreement.

11.7 **No Joint Venture, Agency, etc.** Nothing in this Agreement shall be construed as creating a joint venture, agency, partnership, trust or other similar association of any kind between the parties hereto. The parties hereto are, for all purposes of this Agreement, independent contractors, and neither shall hold itself out as having any authority to act as an agent or partner of the other party, or in any way bind or commit the other party to any obligations.

11.8 **Interpretation.** In this Agreement, words importing a singular number only shall include the plural and vice versa, and section numbers and headings are for convenience of reference only and shall not affect the construction or interpretation hereof.

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