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

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- (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.

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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.

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APPENDIX A

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