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- accordance with this Section 13.1 will be of no force or effect. Licensee will provide written notice to any successor to Licensee or its assets to which this Agreement relates of Marvell's rights and Licensee's obligations hereunder prior to the consummation of the change of control or sale of Licensee's business assets or similar transaction.
- 13.2 Licensee acknowledges that its breach of this Agreement may cause irreparable harm and significant injury to Marvell in an amount that may be difficult to ascertain and for which a remedy at law may be inadequate. Accordingly, Licensee agrees that, in addition to any other rights and remedies it may have, Marvell will have the right to seek injunctive or equitable relief in any court of competent jurisdiction to enforce Licensee's obligations under this Agreement. All remedies, whether under this Agreement, provided by law or otherwise, shall be cumulative and not alternative or exclusive.
- 13.3 This Agreement (and the rights and obligations of the parties with respect to their relationship under this Agreement) will be construed and interpreted in accordance with the laws of the United States and the State of California, without reference to conflicts of law principles. For purposes of resolving disputes under this Agreement, the parties irrevocably consent to the jurisdiction of all federal and state courts in California and agree that venue will lie exclusively in Santa Clara County, California. The parties specifically agree that the United Nations Convention on Contracts for the International Sale of Goods will not apply to this Agreement.
- 13.4 Any notice required or permitted to be given will be in writing, and shall be personally delivered, sent by courier or certified mail. Notice will be deemed to have been given (i) upon receipt when delivered personally; (ii) two (2) business days after being sent by prepaid, nationally recognized air courier with tracking capabilities; or (iii) five (5) business days after mailing if sent by registered or certified mail. Notices will be sent to Licensee at the address provided by Licensee during the Marvell registration process required to obtain access to the Deliverables and to Marvell at the address set forth in the introductory paragraph of this Agreement, with a copy to Marvell Semiconductor, Inc., 5488 Marvell Lane, Santa Clara California 95054, U.S.A., Attn: Legal Department. Either party may change the address for notice by providing written notice to the other party.
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- 13.6 If a court holds that any provision of this Agreement is invalid or unenforceable under applicable law, the court will modify the provision or part to the extent necessary to make it valid and enforceable, or if it cannot be made valid and enforceable, the parties intend that the court will sever and delete the provision from this Agreement. Any change to or deletion of a provision of this Agreement will not affect the validity or enforceability of the remainder of this Agreement, which will continue in full force and effect.

- 13.7 This Agreement constitutes the sole and entire agreement between the parties with respect to the subject matter contained herein, and supersedes all prior and contemporaneous understanding, agreements, representations, and warranties, both written or oral, with respect to such subject matter. This Agreement may only be amended, modified, or supplemented by an agreement in writing signed by duly authorized representatives of both parties, except that any subsequent version of this Agreement made available by Marvell and accepted by Licensee will be binding on the parties upon Licensee's acceptance of such subsequent version.
- 13.8 No provision of this Agreement is intended to confer any rights or benefits upon any third party. The parties acknowledge that they are independent contractors and no other relationship, including partnership, joint venture, employment, franchise or principal/agent is intended by the Agreement. Neither party shall have the right to bind or obligate the other. Neither party will be considered the author of this Agreement for the purpose of interpreting any provision herein. This Agreement is executed in English and no translation of this Agreement will have any effect on its interpretation.

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