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Kontron shall have the right to inspect or have an independent auditor inspect your relevant records to verify your compliance with the terms and conditions of this Agreement.

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## **9. Warranty disclaimer**

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## **11. Termination of this agreement**

This Agreement shall remain effective until terminated under this Section. Kontron may terminate this Agreement immediately, upon notice from Kontron, if you violate its terms. Upon termination of this Agreement for any reason: (a) all licenses granted by Kontron shall immediately terminate, except for licenses that you have previously distributed to your end users pursuant to the license grant above; (b) you shall immediately discontinue use of the applicable Software and Products; (c) you shall destroy all copies of the Software and Documentation in your possession, custody or control; and (d) if requested, you shall certify to Kontron in writing that such return or destruction has occurred.

## **12. Applicable laws**

Any claims arising under or relating to this Agreement shall be governed by the laws in force in the province of Québec, Canada, without regard to principles of conflict of laws. Each party hereby agrees to jurisdiction and venue in the courts of Montreal (Québec), Canada for all disputes and litigation arising under or relating to this Agreement. The parties agree

that the United Nations Convention on Contracts for the International Sale of Goods is specifically excluded from application to this Agreement.

breach of any provision hereof be taken or held to be a waiver of the provision itself.

**13. Export Regulations / Export Control**

The Product and the Software and related technology are subject to export or import regulations. You agree to strictly comply with all such laws and regulations and acknowledge that you have the responsibility to obtain authorization to export, re-export, or import the Product and the Software, as may be required.

**14. Assignment**

Except as indicated in Section 1, you may not delegate, assign or transfer this Agreement, the license(s) granted or any of your rights or duties hereunder, expressly, by implication, by operation of law, by way of merger (regardless of whether you are the surviving entity) or acquisition, or otherwise and any attempt to do so, without Kontron's express prior written consent, shall be null and void. Kontron may assign this Agreement, and its rights and obligations hereunder, in its sole discretion.

**15. Entire Agreement**

The terms and conditions of this Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof, and merges and supersedes all prior, contemporaneous agreements, understandings, negotiations and discussions. Neither of the parties hereto shall be bound by any conditions, definitions, warranties, understandings or representations with respect to the subject matter hereof other than as expressly provided for herein.

**16. Severability**

If any portion of this Agreement is found to be void or unenforceable, the remaining provisions of the Agreement shall remain in full force and effect.

**17. Waiver**

The failure of either party to require performance by the other party of any provision hereof shall not affect the full right to require such performance at any time thereafter; nor shall the waiver by either party of a