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- (c) "MeshNetics ZigBit Module" ("ZigBit") means electronic device vended by the Company, which contains microcontroller unit, radio frequency transceiver, and other electronic components mounted on the printed circuit board; with or without system software.
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(b) **Governing Law.** THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED UNDER THE LAWS IN FORCE IN THE STATE OF NEW YORK, UNITED STATES OF AMERICA. The jurisdiction and venue for actions related to the subject matter hereof should be the state and federal courts located in New York. In each case this Agreement shall be construed and enforced without regard to the United Nations Convention on the International Sale of Goods and conflict of law rules of any jurisdiction.

(c) **Attorneys' Fees.** If either the Company or Licensee employs attorneys to enforce any rights arising out of or relating to this Agreement, the prevailing party shall be entitled to recover its reasonable attorneys' fees, costs and other expenses.

(d) **Entire Agreement.** This Agreement shall constitute the entire agreement between the parties with respect to the subject matter hereof. It shall not be modified except by a written agreement signed by an authorized representative of the Company.

(e) **Separability.** If any provision of this Agreement shall be held by a court of competent jurisdiction to be illegal, invalid or unenforceable, that provision shall be limited or eliminated to the minimum extent necessary so that this Agreement shall otherwise remain in full force and effect and enforceable.

(f) **Waiver.** No waiver of any breach of any provision of this Agreement shall constitute a waiver of any prior, concurrent or subsequent breach of the same or any other provisions hereof, and no waiver shall be effective unless made in writing and signed by an authorized representative of the waiving party.

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(h) **Survival.** The indemnities herein, and any right of action for breach of this Agreement prior to termination shall survive any termination of this Agreement.

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