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23. Term and Termination.

This Agreement will take effect on the date the Licensed Materials are acquired by or delivered to Licensee, and will remain in effect unless terminated as provided below. If you breach any of your obligations under this Agreement, this Agreement will immediately and automatically terminate. You may terminate this Agreement at any time by destroying all copies of the Licensed Materials. Upon termination of this Agreement, you shall immediately discontinue the use of the Licensed Materials and shall return or provide certification to Silicon Labs of the destruction of all copies of the Licensed Materials. You may keep one copy of the Licensed Materials for archival (non-operational) purposes only, so long as access to such copies is restricted. If the Agreement is terminated by Silicon Labs, you may continue to distribute copies of the Software already installed in finished inventory, but you may not make any additional copies or install the Software in additional products. All provisions of this Agreement relating to disclaimers of warranties, limitation of liability, remedies or damages, and Silicon Labs' proprietary rights, shall survive any termination of this Agreement for any reason.

24. Termination of License.

If you institute patent litigation against Silicon Labs or any of its Affiliates (including a cross-claim or counterclaim in a lawsuit) alleging that the Licensed Programs directly or indirectly infringe a patent of Licensee, then any patent licenses granted to you under this Agreement for that Licensed Program shall terminate as of the date such litigation is filed.

25. Export Restrictions.

You may not export or re-export the Software or any Licensed Programs, or any copy thereof, in violation of any applicable laws or regulations.

26. Amendments.

This Agreement may be amended unilaterally by Silicon Labs at any time. The most recent version of this Agreement supersedes and replaces all prior versions. In the event of any conflicting terms, the terms of the most recent version of this Agreement shall control.

27. Miscellaneous.

This Agreement sets forth the entire agreement and understanding between the parties and neither party shall be bound by any conditions, definitions, warranties, understandings or representations with respect to the subject matter hereof other than

as provided herein or as duly set forth on or after the date hereof in writing and signed by a proper and duly authorized representative of the party to be bound thereby. The failure of any party at any time to require performance of any provision of this Agreement shall in not affect the right of such party to enforce the terms of this Agreement at a later time. No waiver by any party of any condition or of any breach of any term contained in this Agreement, in any one or more instances, shall be construed as a further or continuing waiver of any such condition or of any breach of any such term or any other term set forth in this Agreement. If any provision of this Agreement is unenforceable for any reason, the remaining terms of the Agreement shall not be deemed invalid, inoperative, or unenforceable and, if possible, the unenforceable provision shall be modified or interpreted in a manner to make it enforceable.

28. Governing Law.

This Agreement shall be governed by the laws of the State of Texas, United States of America, without regard to that state's conflicts of laws rules. The 1980 United Nations Convention on Contracts for the International Sale of Goods shall not apply. In any dispute arising out of this Agreement, the parties each consent to the exclusive personal jurisdiction and venue in the State and Federal courts located within Travis County, Texas, United States of America. All disputes concerning this Agreement shall be resolved by binding arbitration in Travis County, Texas before a single arbitrator. The arbitration shall be administered by JAMS pursuant to JAMS' Streamlined Arbitration Rules and Procedures. The arbitration award shall include an award of attorneys' fees to the prevailing party. Judgment on the award may be entered in any court having jurisdiction. This clause shall not preclude parties from seeking provisional remedies in aid of arbitration from a court of appropriate jurisdiction.

29. Injunctive Relief.

The copying, disclosure, or use of the Software in a manner inconsistent with any provision of this Agreement or the improper use of the Silicon Labs trademarks may cause irreparable injury to Silicon Labs for which Silicon Labs may not have an adequate remedy at law. Silicon Labs may be entitled to equitable relief in court, including but not limited to temporary restraining orders, preliminary injunctions and permanent injunctions.

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