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24. **Entire Agreement.** The Agreement contains the entire agreement between the Parties with respect to the subject matter covered therein and supersedes any and all prior and contemporaneous communications, representations, agreements and/or undertakings, either verbal or written, between the Parties in respect of the said subject matter. For the avoidance of doubt, statements in emails are not binding PDF unless stated in an Order.
25. **Severability and Limitations of Actions.** In the event that any provision of the Agreement or the application thereof to any person or in any circumstances shall be determined to be invalid, unlawful, or unenforceable to any extent, the remainder of the Agreement and its application to other persons shall not be affected thereby, and the remaining provisions of the Agreement shall continue to be valid and may be enforced to the fullest extent permitted by law and the Parties agree in such event to substitute forthwith the invalid, unlawful or unenforceable provision by such effective provision as will most closely correspond with the legal and economic contents of the provision(s) so voided.
26. **Notices.** All formal notices and other communications required or permitted under the Agreement shall be in writing and shall be mailed by certified or registered mail, postage prepaid, delivered either by hand or by messenger, or transmitted by e-mail to the address on the signature page of the Agreement, or at such other address as either Party shall have furnished to the other in writing (including on an Order). All such notices and other written communications shall be effective (i) if mailed, seven (7) days after mailing, (ii) if delivered, upon delivery, or (iii) if e-mailed, on the day transmitted if by 5:00 pm in California (USA) on a Business Day or otherwise on the next Business Day, provided that the notifying Party has verification of receipt.
27. **Waiver.** The waiver by any Party of a breach or default by the other Party of any provision of the Agreement shall not be construed as a waiver by such Party of any succeeding breach or default by the other Party in the same or other provision, nor shall any delay or omission on the part of either Party to exercise or avail itself of any right or remedy that it has or may have hereunder operate as a waiver of any such right or remedy.
28. **Assignment.** Licensee shall not assign, delegate, or otherwise transfer (whether voluntarily, by operation of law or otherwise) the Agreement, or any of its rights or obligations under the Agreement, without the prior written consent of PDF. A Change of Control shall be deemed an assignment by operation of law for the purposes of this provision. Any attempted or purported assignment, delegation, or other transfer not in conformance with this provision shall be void and have no effect. Subject to the foregoing, the Agreement shall be binding on the Parties' successors and assigns.
29. **Force Majeure.** Except with respect to the Parties' payment obligations, neither Party shall be

responsible for any delay or failure in performance to the extent that such delay or failure is caused by a Force Majeure.

30. **Attorneys' Fees.** If any legal action, including, without limitation, an action for arbitration or injunctive relief, is brought relating to the Agreement or the breach thereof, the prevailing Party in any final judgment or arbitration award, or the non-dismissed Party in the event of a dismissal without prejudice, shall be entitled to the full amount of all reasonable expenses, including all court costs, arbitration fees, and actual attorneys' fees paid or incurred in good faith.
31. **Language.** Any action brought under the Agreement shall be conducted in the English language.
32. **Electronic Signatures.** The Agreement, Amendments thereto, and Order thereunder may be executed electronically, which is deemed an original.

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