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Article 3 – SERVICE PROVISIONS

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B. **NOTICES.** All notices, approvals or consents required or permitted under this Agreement shall be in writing and shall be delivered by personal service, confirmed facsimile, express courier, to CISC Semiconductor at the address set forth herein. All notices shall be deemed effective upon receipt if delivered personally or sent by confirmed facsimile or express courier.

C. **CHOICE OF LAW.** It is explicitly agreed by the Parties that this Agreement shall not be governed by the United Nations Convention on Contracts for International Sale of Goods and is excluded from this Agreement; rather, this Agreement shall be deemed to have been made in and shall be construed the according to the laws of Austria.

D. **JURISDICTION.** Unless otherwise stated, disputes in regard to this Agreement will be resolved by the Courts in Klagenfurt/Austria and shall be held in the German language.

E. **RECOVERY OF FEES AND COSTS.** In the event suit is brought by either Party to enforce this Agreement, the prevailing party shall recover costs and expenses, including, without limitation, reasonable attorneys and experts fees.

F. **NO WAIVER.** The failure of either Party to enforce any provision of this Agreement for any period of time shall not be deemed a waiver of future enforcement of that or any other provision.

G. **ANNOUNCEMENT.** The licensee agrees that CISC Semiconductor may issue press releases and other public information identifying the Licensee and the amount of the overall contract.

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CISC Semiconductor Corp. California USA

Revision: May 1st, 2024