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9 **Miscellaneous.** This Agreement and the rights hereunder may not be assigned or otherwise transferred, either directly or indirectly, by Customer without the prior written consent of Transphorm. This is the entire Agreement between the parties relating to the subject matter hereof and no waiver or modification of the Agreement shall be valid unless in writing signed by each party. The waiver of a breach of any term hereof shall in no way be construed as a waiver of any other term or breach hereof. This Agreement supersedes all pre-printed terms and conditions in any purchase order or other business form submitted by Customer and any inconsistent non-pre-printed terms, all of which are rejected. If any provision of this Agreement shall be held by a court of competent jurisdiction to be contrary to law, the remaining provisions of this Agreement shall remain in full force and effect. This Agreement may be executed counterparts, each of which will be considered an original, including by facsimile or other electronic form.