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23.3. If any provision of this Agreement is held by a court of competent jurisdiction to be illegal, invalid or unenforceable, then: (a) the remaining provisions of this Agreement shall remain in full force and effect; and the Parties agree that the court making such determination shall have the power to limit the provision, to delete specific words or phrases, or to replace the provision with a provision that is legal, valid and enforceable and that most closely approximates the original legal intent and economic impact of such provision, and this Agreement shall be enforceable as so modified in respect of such jurisdiction. In the event such court does not exercise the power granted to it as aforesaid, then such provision will be ineffective solely as to such jurisdiction, and will be substituted (in respect of such jurisdiction) with a valid, legal and enforceable provision that most closely approximates the original legal intent and economic impact of such provision.

23.4. Software is, and Third Party Software and Source Code may be, subject to control under the U.S. Export Administration Regulations (15 CFR Part 730 et. seq.), other applicable U.S. export control laws and regulations, and applicable global export control laws and regulations, including, for products exported from the European Union, Regulation (EU) 2021/821 of the European Parliament and of the Council. You represent and warrant that you are not ineligible or otherwise restricted by US or applicable law to receive any copies of the Software, Third Party Software, or Source Code. NI reserves the right not to ship or permit downloading of the Software ordered or otherwise fulfill an order for licenses (including under a Volume License Program or Enterprise Program) if, at any time, NI believes that such shipment or downloading of such Software, Third Party Software, or Source Code or other fulfillment may violate U.S. or other applicable export control laws. You agree that you will not export, re-export, or transfer any Software, Third Party Software, or Source Code in violation of any U.S. and applicable global export control laws and that you will not export, re-export, or transfer the Software, Third Party Software, or Source Code by any means to (i) any person or entity on OFAC's List of Specially Designated Nationals or on BIS's Denied Persons List, Entity List, or Unverified List, or any other applicable restricted party list or (ii) any prohibited

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23.5. Software may include what is commonly referred to as 'open source' software. Under some of their respective license terms and conditions, NI may be required to provide you with notice of the license terms and attribution to the Third Party Software, in which case NI purposes to provide you with such information (whether via the Software documentation or otherwise). Notwithstanding anything to the contrary herein, use of the open source software will be subject to the license terms and conditions applicable to such open source software, to the extent required by the applicable licensor (which terms and conditions shall not restrict the license rights granted to you hereunder), and to the extent any such license terms and conditions grant you rights that are inconsistent with the limited rights granted to you in this Agreement, then such rights in the applicable open source license shall take precedence over the rights and restrictions granted in this Agreement, but solely with respect to such open source software. NI will comply with any valid written request submitted by you to NI for exercising any rights you may have under such license terms and conditions (but NI makes no commitment on how quickly it will respond to such request).

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