WARRANTY OF THE PRODUCTS OR SERVICES FOR HIGH-RISK USES, CUSTOMER SHALL DEFEND, INDEMNIFY, AND HOLD NI HARMLESS FROM ANY AND ALL CLAIMS, LOSSES, DAMAGES, ACTIONS, ARBITRATIONS, AND/OR ADMINISTRATIVE ACTIONS, AND EXPENSES INCLUDING REASONABLE ATTORNEYS' FEES ARISING OUT OF CUSTOMER'S USE OF THE PRODUCTS AND SERVICES (INCLUDING ANY INFRINGEMENT OR BREACH OF ANY PATENT, TRADEMARK, OR COPYRIGHT OF ANY THIRD PARTY) IN THE EVENT OF A CLAIM AGAINST CUSTOMER ARISING OUT OF OR IN CONNECTION WITH THE PRODUCTS OR SERVICES, REGARDLESS OF WHETHER SUCH CLAIMS ARE BROUGHT IN CONTRACT OR TORT, INCLUDING CLAIMS BASED ON INJURY (INCLUDING DEATH) OR DAMAGE TO PROPERTY, REGARDLESS OF WHETHER SUCH CLAIMS ARE BROUGHT IN WHOLE OR IN PART UPON ALLEGED OR ACTUAL NEGLIGENCE OF NI.

13. INTELLECTUAL PROPERTY LIABILITY. NI agrees to defend any third-party claim that alleges the Hardware, Software, and/or Services infringe any patent, copyright, or trademark thereof (a "Claim") and to pay all costs, including reasonable legal fees and expenses of such defense, incurred in connection with any such Claim.

14. PROPRIETARY RIGHTS. NI reserves all right, title, and interest in any intellectual property rights contained or embodied in the Hardware, Software, and/or Services. CUSTOMER will not remove any proprietary notices, labels, or markings from the Hardware, Software, and/or Services. If CUSTOMER violates this Section 14, NI may terminate CUSTOMER's rights under this Agreement, in its sole discretion. Nothing in this Agreement will be deemed to grant CUSTOMER any ownership rights in such intellectual property rights.

15. LIMITATION OF LIABILITY. NI SHALL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, EXEMPLARY, CONSEQUENTIAL DAMAGES ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR THE PRODUCTS OR SERVICES; OR (II) ANY DAMAGES ARISING OUT OF OR IN CONNECTION WITH THE USE OF THE PRODUCTS OR SERVICES. CUSTOMER agrees to defend, indemnify, and hold NI harmless from any and all claims, losses, damages, actions, arbitrations, and/or administrative actions, and expenses (including reasonable attorneys' fees) arising out of CUSTOMER's use of the Products or Services, REGARDLESS OF WHETHER SUCH DAMAGES ARE BROUGHT IN CONTRACT OR TORT, INCLUDING CLAIMS BASED ON INJURY (INCLUDING DEATH) OR DAMAGE TO PROPERTY, REGARDLESS OF WHETHER SUCH CLAIMS ARE BROUGHT IN WHOLE OR IN PART UPON ALLEGED OR ACTUAL NEGLIGENCE OF NI.

16. FORCE MAJEURE. NI shall not be responsible for any delay or failure to perform due to any cause beyond its reasonable control, including but not limited to acts of nature or governments; interruptions of telecommunications; power failures; or delays or disruptions due to circumstances beyond NI's control (e.g., NI's employees or sub-contracted services). Unless otherwise specified, the above exclusion applies even if NI has been advised of the possibility of the damages and regardless of whether the parties are bound by any agreement at the time of the arbitration.

17. EXPORT AND SANCTIONS LAWS AND COMPLIANCE. Customer shall not export, re-export, transfer, directly or indirectly, any Product for purposes of this Section, Product shall include the Software and technology incorporated in the Products, including any copies or adaptations in any form. NI shall have the right to inspect, at its own expense, all Products shipped from NI. If NI determines that the Products are subject to U.S. or foreign controls, NI shall take appropriate action to prevent the delivery of the Products, unless NI obtains an export license or other authorization as may be required by applicable law. If NI requires an export license or other authorization, Customer shall bear all costs and expenses associated with obtaining such license or authorization. Customer shall not export, re-export, or transfer any Product in breach of any applicable export controls or laws. Customer shall indemnify NI against any claims or obligations arising out of Customer's failure to comply with the provisions of this Section.

18. GOVERNING LAW. This Agreement shall be governed by the laws of the People's Republic of China, without regard to principles of conflicts of laws. The parties to the subject personal jurisdiction of Shanghai International Economic and Trade Arbitration Commission, the parties agree that the agreement constitutes arbitration in the event of a claim arising out of or in connection with this Agreement, between the parties at the time of the arbitration. The parties expressly agree that the provisions of the United Nations Convention on Contracts for the International Sale of Goods are expressly excluded from this Agreement.