

SOFTWARE LICENSE AGREEMENT

This SOFTWARE LICENSE AGREEMENT ("**Agreement**") forms a legally binding contract between you, or the company or other legal entity ("**Legal Entity**") for which you represent and warrant that you have the legal authority to bind that Legal Entity, (each, "**You**" or "**Your**") and Intel Corporation and its subsidiaries (collectively "**Intel**") regarding Your use of the Software. Intel and You are referred to herein individually as a "**Party**" or, together, as the "**Parties**".

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10. SAFETY, CRITICAL, AND LIFESAVING APPLICATIONS. Safety is Your responsibility. To the extent You use the Software in safety-critical applications designed to comply with functional safety standards or requirements ("**Safety-Critical Applications**"), it is Your responsibility to design, manage and assure system-level safeguards to anticipate, monitor and control system failures, and You agree that You are solely responsible for all applicable regulatory standards and safety-related requirements concerning Your use of the Software in Safety Critical Applications. The Software is also not designed, intended, or authorized for use in any type of a system or application in which the failure of the Software could create a situation where personal injury or death may occur (e.g., medical systems, life sustaining or lifesaving systems) ("**Lifesaving Applications**"). Should You use the Software for Safety-Critical Applications or Life-saving Applications, You agree to indemnify, defend, and hold Intel and its representatives harmless against all claims, costs, damages, and expenses, including reasonable attorney fees arising in any way out of Your use of the Software in Safety-Critical Applications and claims of product liability, personal injury or death associated with Lifesaving Applications; even if, for either type of application, such claims alleges that Intel was negligent regarding the design or manufacture of the Software.

11. TERMINATION AND SURVIVAL. Intel may terminate this Agreement for any reason with thirty (30) days' notice or immediately if You or someone acting on Your behalf or at Your behest violates any of its terms or conditions. Upon termination, You will immediately destroy and ensure the destruction of the Software or return all copies of the Software to Intel (including providing certification of such destruction or return back to Intel). Upon termination of this Agreement, all licenses granted to You hereunder terminate immediately. All Sections of this Agreement, except Sections 1, 2, and 3, will survive termination.

12. GOVERNING LAW AND JURISDICTION. This Agreement and any dispute arising out of or relating to it will be governed by the laws of the U.S.A. and Delaware, without regard to conflict of laws principles. The Parties exclude the application of the United Nations Convention on Contracts for the International Sale of Goods (1980). The state and federal courts sitting in Delaware, U.S.A. will have exclusive jurisdiction over any dispute arising out of or relating to this Agreement. The Parties consent to personal jurisdiction and venue in those courts. A Party that obtains a judgment against the other Party in the courts identified in this section may enforce that judgment in any court that has jurisdiction over the Parties.

13. EXPORT REGULATIONS/EXPORT CONTROL. You acknowledge that the Software and all related technical information and documentation are subject to export controls under the laws and regulations of the United States and any other

applicable governments. You agree to comply with these laws and regulations governing export, re-export, import, transfer, distribution, and use of the Software, technical information, and documentation. In particular, but without limitation, the Software, technical information, and documentation may not be exported or re-exported (a) into any U.S. embargoed countries, or (b) to any person or entity listed on a denial order published by the U.S. government or any other applicable governments. By using the Software, technical information, and documentation, You represent and warrant that You are not located in any embargoed country or listed on any denial order. You also agree that You will not use the Software, technical information, and documentation for any purposes prohibited by the U.S. government or other applicable governments, including, without limitation, for the development, design, manufacture, or production of nuclear, missile, chemical, or biological weapons. You confirm that the Software, technical information, and documentaton will not be re-exported or sold to a third party who is known or suspected to be involved in prohibited activities including, without limitation, the development, design, manufacture, or production of nuclear, missile, chemical, or biological weapons.

14. **ENTIRE AGREEMENT.** This Agreement contains the complete and exclusive agreement and understanding between the parties concerning the subject matter of this Agreement, and supersede all prior and contemporaneous proposals, agreements, understandings, negotiations, representations, warranties, conditions, and communications, oral or written, between the parties relating to the same subject matter. Each Party acknowledges and agrees that in entering into this Agreement it has not relied on, and will not be entitled to rely on, any oral or written representations, warranties, conditions, understandings, or communications between the parties that are not expressly set forth in this Agreement. The express provisions of this Agreement control over any course of performance, course of dealing, or usage of the trade inconsistent with any of the provisions of this Agreement. No modification or amendment to this Agreement will be effective unless in writing and signed by authorized representatives of each party.

15. **GOVERNMENT RESTRICTED RIGHTS.** The Software is a commercial item (as defined in 48 C.F.R. 2.101) consisting of commercial computer software and commercial computer software documentation (as those terms are used in 48 C.F.R. 12.212). Consistent with 48 C.F.R. 12.212 and 48 C.F.R 227.7202-1 through 227.7202-4, You will not provide the Software to the U.S. Government. Contractor or Manufacturer is Intel Corporation, 2200 Mission College Blvd., Santa Clara, CA 95054.

16. **ASSIGNMENT.** You may not delegate, assign or transfer this Agreement, the license(s) granted or any of Your rights or duties hereunder, expressly, by implication, by operation of law, or otherwise and any attempt to do so, without Intel's express prior written consent, will be null and void. Intel may assign, delegate and transfer this Agreement, and its rights and obligations hereunder, in its sole discretion.

17. **WAIVER AND SEVERABILITY.** A party's failure or delay in enforcing any provision of this Agreement will not operate as a waiver of the right to enforce that provision or any other provision of this Agreement at any time. No waiver of any provision of this Agreement will be valid unless in writing, specifying the provision to be waived, and signed by the party agreeing to the waiver.

The parties intend that if a court holds that any provision or part of this Agreement is invalid or unenforceable under applicable law, the court will modify the provision or part to the minimum extent necessary to make it valid and enforceable, or if it cannot be made valid and enforceable, the parties intend that the court will sever and delete the provision or part from this Agreement. Any change to or deletion of a provision or part of this Agreement under this Section will not affect the validity or enforceability of the remainder of this Agreement, which will continue in full force and effect.

The failure of a Party to require performance by the other Party of any provision hereof will not affect the full right to require such performance at any time thereafter; nor will waiver by a Party of a breach of any provision hereof constitute a waiver of the provision itself.

18. **PRIVACY.** YOUR PRIVACY RIGHTS ARE SET FORTH IN INTEL'S PRIVACY NOTICE, WHICH FORMS A PART OF THIS AGREEMENT. PLEASE REVIEW THE PRIVACY NOTICE AT [HTTP://WWW.INTEL.COM/PRIVACY](http://www.intel.com/privacy) TO LEARN HOW INTEL COLLECTS, USES AND SHARES INFORMATION ABOUT YOU.