License Terms and Conditions for Hardware Reference Designs and/or Design Examples

PLEASE CAREFULLY REVIEW THE FOLLOWING TERMS AND CONDITIONS BEFORE DOWNLOADING AND USING THE DELIVERABLES. UNLESS YOU HAVE A SEPARATE LICENSE AGREEMENT SIGNED BY AN AUTHORIZED INTEL® REPRESENTATIVE, BY USING OR INSTALLING THE DELIVERABLES AND/OR PAYING A LICENSE FEE, YOU INDICATE YOUR ACCEPTANCE OF SUCH TERMS AND CONDITIONS, WHICH CONSTITUTE THE LICENSE AGREEMENT (“AGREEMENT”) BETWEEN YOU AND INTEL CORPORATION OR THE INTEL CORPORATION SUBSIDIARY FROM WHICH YOU HAVE ACQUIRED THIS LICENSE (COLLECTIVELY “INTEL”). IF YOU DO NOT AGREE WITH ANY OF THESE TERMS AND CONDITIONS, DO NOT USE THE DELIVERABLES AND PLEASE PROMPTLY UNINSTALL AND DESTROY ANY COPIES YOU HAVE MADE.

IF YOU WISH TO PRINT OUT THIS AGREEMENT, YOU SHOULD HIGHLIGHT THIS TEXT, RIGHT-CLICK, SELECT “COPY” THEN “PASTE” IT INTO A DOCUMENT IN YOUR WORD PROCESSING PROGRAM.

YOU AND INTEL MAY BE REFERRED TO INDIVIDUALLY AS A “PARTY” OR COLLECTIVELY AS “PARTIES,” AS THE SITUATION MAY REQUIRE.

1.0 Definitions:

For the purposes of this Agreement, the following definitions shall apply:

1.1 "Intel Device(s)" means field programmable gate arrays, complex programmable logic devices, structured application specific integrated circuit devices, and/or any other semiconductor devices designed, developed or manufactured by or on behalf of Intel.

1.2 “Confidential Information” shall mean any business, marketing, technical, scientific, or other information disclosed which, at the time of disclosure, is designated as confidential (or like designation), is disclosed in circumstances of confidence, or would be understood by a person, exercising reasonable business judgment, to be confidential, or is otherwise stated in this Agreement to be confidential.

1.3 “Contractor” shall mean a person, company, corporation, or other entity that (a) provides design, testing, or integration services for Licensee solely for implementation within Intel devices, and (b) is subject to a written confidentiality agreement protecting Intel’s Confidential Information with restrictions no less restrictive than those contained herein. No competitor of Intel shall be a Contractor.

1.4 “Deliverables” means (a) the applicable Reference Design, (b) any format test benches (if applicable) and/or suite of test vectors (if applicable), and (c) product/user documentation (if applicable) relating to the Reference Design.

1.5 “Intellectual Property” means any or all of the following and all rights in, arising out of, or associated therewith: (a) all United States and foreign patents and applications...
therefore and all reissues, divisions, renewals, extensions, provisionals, continuations and continuations-in-part thereof, and equivalent or similar rights anywhere in the world in inventions and discoveries; (b) all inventions (whether patentable or not), invention disclosures, improvements, trade secrets, proprietary information, know how, technology, algorithms, techniques, methods, devices, technical data, customer lists, and all documentation embodying or evidencing any of the foregoing; (c) all copyrights, copyright registrations and applications therefore, and all other rights corresponding thereto throughout the world and all materials that are or may be subject to protection under copyright laws; (d) all trade names, logos, trade dress, common law and registered trademarks and service marks, trademark and service mark registrations and applications therefore, and all goodwill associated therewith throughout the world; (e) all computer software, including all source code, object code, firmware, development tools, files, records, and data, and all media on which any of the foregoing is recorded; (f) all World Wide Web addresses, sites, and domain names; (g) all mask works; (h) all so-called “moral rights” or “droit moral” and (i) any similar, corresponding, or equivalent rights to any of the foregoing anywhere in the world.

1.6 “Licensed Products” means Intel Device(s) in which the Reference Design, in whole or part, or, if applicable, as modified by Licensee or Contractor under this Agreement, are implemented pursuant to the terms of this Agreement.

1.7 “Licensee” means You.

1.8 “Reference Design” means one or more hardware reference design files or design examples in source code or encrypted source code format (including simulation models (VHDL and Verilog HDL)), each designed to implement a specific logic function into an Intel Device. The Reference Design expressly excludes any MegaCore® Logic Functions and any design files provided under Intel's OpenCore and OpenCore Plus programs.

1.9 “Support Services” means any services provided by Intel in connection with or related to the Deliverables.

2.0 License to the Deliverables:

2.1 Subject to the terms and conditions of this Agreement, Intel grants to Licensee a non-transferable and non-sublicensable (except as expressly set forth herein), non-exclusive, perpetual, royalty-free, and world-wide license to use the Deliverables as described in this Section 2.

2.2 Licensee may:

(a) design with, parameterize, compile, route, and generate programming files and netlists with the Deliverables for implementation in Intel Devices; and

(b) if the Licensed File Format is “Source Code”, modify and create derivative works, in whole or in part, of the Deliverables for implementation in Intel Devices; and

(c) program Intel Devices with the Deliverables; and
(d) if the Licensee Type is “Partner”, sublicense its rights under Sections 2.2(a) and 2.2(b) above, as applicable, to Contractors but only for the period during which such party is acting as a Contractor to Licensee and so long as Licensee assumes full liability for Contractor’s use of the Deliverables in compliance with this Agreement; and

(e) only if Licensee Type is “Partner”, the Licensed File Format is “Source Code”, and Licensee is expressly granted sublicensing rights as specified by Intel, sublicense to its customers (“Licensee Customers”) the Deliverables, in encrypted format only and only as modified in accordance with this Agreement, solely for Licensee Customers (i) to internally evaluate such Deliverables, (ii) to program Intel Devices with such Deliverables, and (iii) to manufacture or have manufactured, distribute or have distributed, sell or have sold, or otherwise market or have marketed products containing one or more Licensed Products; and

(f) if the Licensee Type is “End User”, manufacture or have manufactured, distribute or have distributed, sell or have sold, or otherwise market or have marketed products containing one or more Licensed Products.

2.3 Intel shall use commercially reasonable efforts to deliver to Licensee, via electronic transfer when possible, the Deliverables in a timely manner.

2.4 Licensee may copy the Deliverables for back-up or archival purposes only and may use the Deliverables over a network.

2.5 Licensee will not, and shall cause its Contractors, if applicable, and Licensee Customers, if applicable, to not remove any Intel intellectual property notices from the Deliverables. Any copies of the Deliverables made by or for Licensee shall include all Intellectual Property and confidentiality notices appearing on such Deliverables. Any copy or portion of the Deliverables, including any modified versions or derivative works, or any portion merged into a Licensed Product, will continue to be subject to the terms and conditions of this Agreement.

2.6 Except for the express licenses granted in Sections 2.1 and 2.2 above, no other licenses are granted by Intel by implication, estoppel, or otherwise, and all rights not expressly granted herein are reserved by Intel.

2.7 All Intellectual Property embodied in the Deliverables, including enhancements, corrections, improvements, modified versions, or derivative works thereof, in whole or in part, that is created, conceived, or first reduced to practice (a) solely by or on behalf of Intel, or (b) by Intel and Licensee jointly shall be the sole and exclusive property of Intel Corporation or its subsidiaries. Subject to foregoing sentence, if Licensee is granted rights under Section 2.2(b) above and Licensee independently modifies the Deliverables, Licensee will own all Intellectual Property in any such modification.

2.8 To perfect Intel’s ownership interests in its Intellectual Property described in Section 2.7 above, Licensee agrees to assign to Intel all rights that Licensee may otherwise have in such Intellectual Property and to assist and cooperate with Intel in all reasonable respects (a) in actions to establish, transfer, or maintain such ownership rights, including executing documents associated therewith, and (b) in actions of enforcement of such ownership rights. Licensee agrees to waive any and all moral
rights related to Intel's Intellectual Property described in Section 2.7 above, including without limitation any and all rights of identification of authorship and any and all rights of approval, restrictions or limitation on use, or subsequent modification.

2.9 Licensee recognizes that Intel is or may be independently developing for commercial use products that may be complementary to or competitive with products of Licensee (if the Licensee Type is “End User”) or products of Licensee or Licensee Customers (if the Licensee Type is “Partner”) and may in the future independently develop competitive products. Nothing in this Agreement shall limit Intel's independent development and marketing of any products or systems, without use of Licensee's confidential information in any of the foregoing cases. This Agreement shall not prevent Intel from undertaking discussions with third parties, including competitors of Licensee (if the Licensee Type is “End User”) or competitors of Licensee or Licensee Customers (if the Licensee Type is “Partner”), provided that in all instances Intel does not do so in breach of Section 8 below.

3.0 License Restrictions:

3.1 EXCEPT AS SET FORTH IN SECTION 2 ABOVE, LICENSEE MAY NOT OTHERWISE USE, sublicensE, DISCLOSE, OR TRANSFER the DELIVERABLES. EXCEPT TO THE EXTENT THAT LICENSEE HAS BEEN PROVIDED THE SOURCE CODE TO THE DELIVERABLES, LICENSEE MAY NOT DECOMPILE, DISASSEMBLE, OR OTHERWISE REVERSE ENGINEER THE DELIVERABLES OR ATTEMPT TO ACCESS OR DERIVE THE SOURCE CODE OF THE DELIVERABLES OR ANY ALGORITHMS, CONCEPTS, TECHNIQUES, METHODS, OR PROCESSES EMBODIED THEREIN; PROVIDED, HOWEVER, THAT IF LICENSEE IS LOCATED IN A MEMBER NATION OF THE EUROPEAN UNION OR OTHER NATION THAT PERMITS LIMITED REVERSE ENGINEERING NOTWITHSTANDING A CONTRACTUAL PROHIBITION TO THE CONTRARY, LICENSEE MAY PERFORM LIMITED REVERSE ENGINEERING, BUT ONLY AFTER GIVING NOTICE TO INTEL AND ONLY TO THE EXTENT PERMITTED BY THE APPLICABLE LAW IMPLEMENTING THE EU SOFTWARE DIRECTIVE OR OTHER APPLICABLE LAW NOTWITHSTANDING A CONTRACTUAL PROHIBITION TO THE CONTRARY.

3.2 LICENSEE IS EXPRESSLY PROHIBITED FROM USING, AND SHALL PROHIBIT ANY PERMITTED SUBLICENSEES FROM USING, THE DELIVERABLES TO PROGRAM PROGRAMMABLE LOGIC DEVICES, FIELD PROGRAMMABLE GATE ARRAYS, APPLICATION SPECIFIC INTEGRATED CIRCUITS, APPLICATION SPECIFIC STANDARD PRODUCTS, OR ANY OTHER INTEGRATED CIRCUIT PRODUCTS DESIGNED OR MANUFACTURED BY ANY COMPANY OR ENTITY OTHER THAN INTEL.

3.3 The Deliverables are not authorized for use as critical components in life support devices or systems without the express written approval of the president of Intel Corporation. As used herein: (a) life support devices or systems are devices or systems that are intended for surgical implant into the body or support or sustain life, and whose failure to perform, when properly used in accordance with instructions for use provided in the labeling, can be reasonably expected to result in a significant injury to the user;
and (b) a critical component is any component of a life support device or system whose failure to perform can be reasonably expected to cause the failure of the life support device or system or to affect its safety or effectiveness.

4.0 License Grant to Intel:

4.1 If Licensee provides Intel with comments or suggestions for the modification, correction, improvement, or enhancement of (a) the Deliverables, (b) any Confidential Information disclosed by Intel to Licensee, or (c) Intel products that may embody such Confidential Information, then Licensee grants to Intel a nonexclusive, irrevocable, worldwide, royalty-free license, including the right to sublicense Intel licensees and customers, under Licensee’s Intellectual Property, the right to use and disclose such comments or suggestions in any manner Intel chooses and to display, perform, copy, have copied, make, have made, use, sell, offer to sell, have sold, and otherwise dispose of Intel’s and its sublicensees’ products embodying such comments in any manner and via any media Intel chooses, but without reference to the source of such comments and/or suggestions.

4.2 Except for the express licenses granted in Section 4.1 above, no other licenses are granted by Licensee by implication, estoppel, or otherwise, and all rights not expressly granted herein are reserved by Licensee.

5.0 Term:

5.1 This Agreement is effective from the Effective Date and continues until terminated in accordance with the terms of this Agreement. Intel may terminate this Agreement immediately upon a determination by a court of competent jurisdiction that the Deliverables, in whole or in part, infringe any intellectual property right. Licensee may terminate this Agreement at any time by destroying the Deliverables together with all copies and portions thereof in any form (including any portions merged into a design or product) and providing no less than one hundred twenty (120) days prior written notice to Intel. Either Party may terminate this Agreement immediately for cause by written notice to the other Party if the other Party (a) ceases to do business or terminates its business operations; (b) breaches any material term or condition of this Agreement; or (c) becomes insolvent or seeks protection under any bankruptcy or liquidation or similar proceedings.

5.2 Upon any termination of this Agreement, the license and rights of Licensee under this Agreement shall terminate, and Licensee shall destroy, and shall cause any permitted sublicensees to destroy, the Deliverables, including all copies and portions thereof in any form (including any portions thereof merged into a design or Licensed Product), and certify the same to Intel. Notwithstanding the foregoing, in the event of termination of this Agreement, Licensee Customers (if the Licensee Type is “Partner”) or Licensee (if the Licensee Type is “End User”) may continue to sell and use the systems containing the Licensed Products that, prior to termination, have been developed in accordance with this Agreement and shipped to the end customers of Licensee Customers (if the Licensee Type is “Partner”) or Licensee (if the Licensee Type is “End User”). In no event may any portions of the Deliverables be used in development after termination. In the event of termination for any reason, all definitions
in this Agreement and the rights, obligations, and restrictions under Sections 2.5, 2.6, 2.7, 2.8, 2.9, 3, 4, 5, 6, 8, 9, 10, and 11 shall survive termination of this Agreement.

6.0 Consideration:

For the license and other rights granted under this Agreement, Licensee shall provide the consideration specified by Intel. Such consideration shall, as directed by Intel, be provided directly to Intel or through an authorized distributor. Licensee shall pay any and all sales, use, excise, and other tax assessments on the Deliverables or otherwise arising out of this Agreement or the transactions contemplated hereunder, exclusive of taxes based on Intel's net income or corporate or franchise taxes.

7.0 No Maintenance or Support:

7.1 Licensee agrees that Intel is not obligated to provide any maintenance or support for the Deliverables, except as expressly set forth in this Agreement.

7.2 Except as set forth in Section 7.1 above, Intel will not have any obligation to provide to Licensee any maintenance, support, or training, or to provide any error corrections, updates, upgrades, new versions, other modifications, or enhancements to the Deliverables, the Intel Devices, or any Licensed Products. Licensee shall, at its own expense, be solely responsible for providing technical support and training to any of its customers and any other end users of the Deliverables, any Deliverable, or any Licensed Products, and Intel will have no obligation to any such parties with respect thereto. Licensee shall be solely responsible for, and Intel shall have no obligation to honor, any warranties that Licensee provides to its customers or to any other end users of any Licensed Products.

8.0 Confidential Information:

8.1 Licensee acknowledges that the Deliverables contain Confidential Information of Intel. Licensee agrees (a) to use at least the same degree of care as it uses with respect to its own confidential information, but in no event less than reasonable care, to prevent any Confidential Information disclosed by Intel from being disclosed to any third party, except as permitted by this Agreement, (b) not to use or disclose Intel Confidential Information for any purpose other than the purpose of programming Intel Devices with the Deliverables (the “Intended Purpose”), and (c) to restrict disclosure of Intel Confidential Information solely to those of Licensee’s employees and Contractors (if applicable), each with a need to know for the Intended Purpose and who agree to be bound by confidential non-disclosure agreements no less strict than this Agreement, and not disclose it to other third parties. Licensee shall be liable to Intel for any breaches by its employees and Contractors (if applicable).

8.2 Licensee shall have no obligations of confidentiality with respect to any Confidential Information to the extent that it (a) is already in the public domain or falls into the public domain through no breach of this Agreement (or any other obligation to Intel) on the part of Licensee; (b) is already known to Licensee and is not under any obligation of confidentiality before receiving such Confidential Information from Intel; (c) is rightfully obtained by Licensee from a third party and not under any obligation of confidentiality; or (d) is developed independently by Licensee by individuals without access to the
Confidential Information. Licensee may, however, disclose Confidential Information to the extent required by a court of competent jurisdiction or an authorized government agency, provided Intel is given reasonable notice of such disclosure.

9.0 No Warranties and Guarantees:

INTEL HAS PROVIDED THE DELIVERABLES AND SUPPORT SERVICES, IF ANY, ON AN "AS-IS," "WHERE IS" BASIS. NO WARRANTIES OR GUARANTEES, EITHER EXPRESS OR IMPLIED, ARE MADE WITH RESPECT TO THE DELIVERABLES OR SUPPORT SERVICES, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT, AND ALTERA EXPRESSLY DISCLAIMS ALL WARRANTIES NOT EXPRESSLY STATED HEREIN. EXCEPT AS OTHERWISE PROVIDED UNDER THIS AGREEMENT, LICENSEE ASSUMES THE ENTIRE RISK AS TO THE QUALITY AND PERFORMANCE OF THE DELIVERABLES AND ANY DESIGN OR PRODUCT IN WHICH THE DELIVERABLES MAY BE USED, INCLUDING, WITHOUT LIMITATION, ANY LICENSED PRODUCTS. SHOULD THE DELIVERABLES PROVE DEFECTIVE, NEITHER INTEL NOR ITS AUTHORIZED DISTRIBUTORS ASSUMES LIABILITY FOR ANY COST OF ANY NECESSARY REPAIR OR CORRECTION. No representation or other affirmation of fact, including but limited to statement regarding capacity, suitability for use or performance of the Deliverables, whether made by Intel employees or otherwise, shall be deemed to be a warranty for any purpose or give rise to any liability of Intel whatsoever. By making the Deliverables available, Intel expressly does not recommend, suggest, or require that the Deliverables be used in combination with any other product not provided by Intel. Some jurisdictions do not allow the exclusion of implied warranties, so the above exclusions may not apply to Licensee in full, but shall be interpreted to apply to the maximum extent permissible under applicable law.

10.0 Limitations of Liability:

Notwithstanding anything in this Agreement to the contrary, to the extent permitted by law:

10.1 In no event shall the aggregate liability of Intel relating to this Agreement or the subject matter hereof under any legal theory (whether in tort, contract or otherwise), including any liability for any loss or damages directly or indirectly suffered by Licensee relating to the Deliverables, exceed the lesser of (a) the aggregate amount of the license fees actually paid by Licensee under this Agreement or (b) One Thousand U.S. Dollars (USD$1,000).

10.2 IN NO EVENT SHALL INTEL BE LIABLE UNDER ANY LEGAL THEORY, WHETHER IN TORT, CONTRACT, OR OTHERWISE (a) FOR ANY LOST PROFITS, LOST REVENUE, OR LOST OR INTERRUPTION OF BUSINESS, (b) FOR ANY LOSS OF OR DAMAGES TO OTHER SOFTWARE OR DATA, OR (c) FOR ANY INCIDENTAL, INDIRECT, CONSEQUENTIAL, OR SPECIAL DAMAGES RELATING TO THIS AGREEMENT OR THE SUBJECT MATTER HEREOF, INCLUDING BUT NOT LIMITED TO THE USE, SUPPORT, OPERATION, OR FAILURE OF THE DELIVERABLES, WHETHER OR NOT FORESEEABLE AND EVEN IF INTEL HAS
BEEN ADVISED OF THE POSSIBILITY OF SUCH LIABILITY AND DAMAGES.
LICENSEE ACKNOWLEDGES THAT INTEL HAS NO RESPONSIBILITY OR DUTY TO
DEFEND, INDEMNIFY, OR HOLD LICENSEE HARMLESS FROM AND AGAINST ANY
CLAIMS, SUITS, PROCEEDINGS, DAMAGES, LOSSES, COSTS AND EXPENSES
BASED ON PATENT OR OTHER INTELLECTUAL PROPERTY CLAIMS.

10.3 The limitations set forth in Sections 10.1 and 10.2 above shall apply
notwithstanding any failure of essential purpose of any limited remedy stated herein.

10.4 Intel is willing to enter into this Agreement only in consideration of and in reliance
upon the provisions contained herein limiting Intel's exposure to liability. Such provisions
constitute an essential part of the bargain underlying this Agreement and have been
reflected in the consideration agreed upon by the Parties. Both Parties understand and
agree that the exclusion of warranties, limitation of liability, and the limitation of
remedies allocate risks between the Parties as authorized under applicable law.

10.5 The Reference Design may contain or be derived from portions of code and
documentation provided by third parties under license to Intel. To the extent that the
Deliverables are developed by a third party or derived from third-party software, no such
third party provides any representations or warranties with respect to the Deliverables,
assumes any liability regarding use of the Deliverables, or undertakes to furnish
Licensee any support or information relating to the Deliverables. Notwithstanding
anything herein to the contrary, Licensee agrees that Intel may disclose Licensee's
identity by name and address, and identify the Deliverables licensed, to the extent
required by agreement with its licensors and partners.

11.0 General:

11.1 Intel shall have a right to audit any Licensee records to confirm Licensee's
compliance with its obligations under this Agreement. Such audit (a) shall be conducted
at Licensee's facilities at reasonable times upon reasonable prior written notice as
needed to verify Licensee's compliance with its obligations under this Agreement, and
(b) shall not unreasonably interfere with Licensee's normal business operations. This
Section 11.1 shall survive for one (1) year after expiration or termination of this
Agreement.

11.2 Licensee may not sublicense, assign, or transfer this Agreement or the licenses
granted, or any rights, duties, or obligations hereunder, or any Deliverables, whether by
operation or law or otherwise, or disclose any trade secrets or Confidential Information
embodied in the Deliverables, except as expressly provided in this Agreement. Any
attempt to sublicense, assign, or otherwise transfer without prior written consent of the
other Party any of the rights, duties, or obligations hereunder is void. For the purposes
of this Section, a change in the persons or entities that directly or indirectly control fifty
percent (50%) or more of the equity securities or beneficial or voting interest of Licensee
shall be considered an assignment by Licensee and shall require the other Party's prior
written consent, which shall not be unreasonably withheld.

11.3 Licensee shall not export or re-export, directly or indirectly, the Deliverables, any
part thereof, or the direct product thereof, including Licensed Products, without first
obtaining any necessary U.S. or other governmental licenses and approvals. Licensee hereby gives its assurance to Intel that it will not knowingly, unless prior authorization is obtained from the appropriate U.S. governmental body, re-export, directly or indirectly, the Deliverables, any part thereof, or the direct product thereof, to any the countries or nationals thereof listed in Country Group E:1, as such list may be amended from time to time by the U.S. Department of Commerce and/or U.S. Treasury Department (which list currently includes Cuba, Iran, North Korea, Sudan, Syria) or (b) to any end user who has been prohibited from participating in the U.S. export transactions by any federal agency of the U.S. government. Licensee further agrees that no products, propriety data, know-how, software, or other data or information received from Intel will be directly employed in missile technology, sensitive nuclear, chemical or biological weapons end uses or by such end users. Licensee understands that the foregoing obligations are U.S. legal requirements and agree that they shall survive any term or termination of this Agreement.

11.4 This Agreement is entered into for the benefit of Intel and its licensors and all rights granted to Licensee and all obligations owed to Intel shall be enforceable by Intel.

11.5 It is expressly agreed that the validity and construction of this Agreement, and performance hereunder, shall be governed by the laws of the State of New York, U.S.A. The Parties agree to submit to the jurisdiction of the courts in the State of Delaware for the resolution of any dispute or claim arising out of or relating to this Agreement.

11.6 The Parties hereby agree that the Party who does not prevail with respect to any dispute, claim, or controversy relating to this Agreement shall pay the costs actually incurred by the prevailing Party, including any attorneys’ fees.

11.7 No amendment to this Agreement shall be effective unless it is in writing signed by a duly authorized representative of both Parties. The waiver of any breach or default shall not constitute a waiver of any other right hereunder.

11.8 If any term or other provision of this Agreement is invalid, illegal, or incapable of being enforced by any rule of law or public policy, all other conditions and provisions of this Agreement shall nevertheless remain in full force and effect so long as the economic or legal substance of the transactions contemplated hereby is not affected in any manner adverse to any Party. Upon such determination that any term or other provision is invalid, illegal, or incapable of being enforced, the Parties shall negotiate in good faith to modify this Agreement so as to effect the original intent of the Parties as closely as possible in a mutually acceptable manner in order that the transactions contemplated hereby be consummated as originally contemplated to the fullest extent possible.

11.9 The article headings throughout this Agreement are for reference purposes only and the words contained therein shall not be construed as a substantial part of this Agreement and shall in no way be held to explain, modify, amplify, or aid in the interpretation, construction, or meaning of the provisions of this Agreement.

11.10 BY USING THE DELIVERABLES OR ANY PART THEREOF, LICENSEE AND INTEL ACKNOWLEDGE THAT LICENSEE AND INTEL HAVE READ THIS
AGREEMENT, UNDERSTAND IT, AND AGREE TO BE BOUND BY ITS TERMS AND CONDITIONS. LICENSEE AND INTEL FURTHER AGREE THAT IT IS THE COMPLETE AND EXCLUSIVE STATEMENT OF THE AGREEMENT BETWEEN LICENSEE AND INTEL, WHICH SUPERSEDES ANY PROPOSAL OR PRIOR AGREEMENT, ORAL OR WRITTEN, AND ANY OTHER COMMUNICATIONS BETWEEN LICENSEE AND INTEL RELATING TO THE SUBJECT MATTER OF THIS AGREEMENT.

11.11 Licensee agrees (on behalf of itself, its subsidiaries, and other affiliated parties) that neither it nor any of its subsidiaries or other affiliated parties will, whether during or after the term of this Agreement, institute any claim or action against Intel, or any subsidiaries or other affiliated parties of Intel, that is based in whole or in part on infringement (whether direct or contributory infringement, inducement to infringe, or otherwise) of any Licensee intellectual property rights in connection with the use, license, offer to license, importing, exporting, or otherwise disposing of the Deliverables, including any portion, enhancements, modifications, or derivative works thereof (collectively, “Subject Claims”), or authorize any third party to file any Subject Claims. This covenant shall extend to any Subject Claims against third-party manufacturers, suppliers, distributors, resellers, partners, customers, and other licensees of Intel or any subsidiaries or other affiliated parties of Intel. This covenant shall apply to and be binding on any assignees, licensees, or other transferees of Licensee’s intellectual property rights. To the extent that such covenant shall not automatically be binding on any such assignees, licensees, or other transferees, the assigning party shall cause such covenant to be so binding and shall indemnify and hold harmless Intel, or any subsidiaries or other affiliated parties of Intel, against all damages, costs, expenses, and other liabilities (including attorneys’ fees) incurred by Intel, or any subsidiaries or other affiliated parties of Intel, that result from or relate to any failure to cause such covenant to be so binding.

11.13 If Licensee is an agency or instrumentality of the United States Government, the Deliverables are “commercial computer software” and “commercial computer software documentation”, and pursuant to FAR 12.212 or DFARS 227.7202, and their successors, as applicable, use, reproduction, and disclosure of the Deliverables are governed by the terms of this Agreement. Contractor/manufacturer is Intel Corporation, 101 Innovation Drive, San Jose, CA 95134 and its licensors.