SOFTWARE TOOLS LICENSE AGREEMENT
(March 2023 Version)

IMPORTANT NOTICE – PLEASE READ AND AGREE BEFORE DOWNLOADING, INSTALLING, COPYING OR USING

This Agreement is between you, or the company or other legal entity that you represent and warrant you have the legal authority to bind, (each, “You” or “Your”) and Intel Corporation and its subsidiaries (collectively, “Intel”) regarding Your use of the Licensed Materials. By downloading, installing, copying or otherwise using the Licensed Materials, You agree to be bound by the terms of this Agreement. If You do not agree to the terms of this Agreement, or do not have legal authority or required age to agree to them, do not download, install, copy or otherwise use Licensed Materials and destroy all copies of Licensed Materials in Your possession.

If You are an employee of an Academic Institution, and You are entering into this Agreement on behalf of Your Academic Institution, then You represent and warrant that You have the legal authority to bind Your Academic Institution.

Intel and You are referred to herein individually as a “Party” or, together, as the “Parties.”

1. DEFINITIONS.

1.1. “Academic Institution” means a college, university, community or junior college, vocational or technical school or other specialized institute of learning.

1.2. “Intel Product” means any current or future Intel product, including but not limited to hardware, firmware, software or services.

1.3. “Licensed Materials” means, collectively, the Software and documentation (including, without limitation, any User documents, design documents, specifications and other related materials) related to the Software.

1.4. “Licensed Patent Claims” means those claims of Intel’s patents that (a) are necessarily and directly infringed by the reproduction and distribution of the Software in its unmodified form as provided by Intel to You and not combined with anything else, and (b) Intel has the right to license without paying, or obtaining the consent of, a third party.

1.5. “Model” means component of the Software provided to You by Intel that simulates behavior of a product.

1.6. “Modified Model” and “Modified Pre-Release Model” mean Model and Pre-Release Model that You have modified as permitted under this Agreement.

1.7. Customer Model means the output from the Simulation Tool that is generated by You from the licensed use of the Simulation Tool but does not contain Model or Pre-Release Model or any portions of such Models. Customer Model includes, for example, data generated from the Intel® Docea™ technology and the Intel® CoFluent™ technology and models You create entirely on Your own.

1.8. “Pre-Release Intel Product” means an Intel Product, including but not limited to, hardware, software or firmware, that has not been commercially released.

1.9. “Pre-Release Model” means a Model that simulates behavior of Pre-Release Intel Product and/or that is identified or labeled as “Pre-Release Model.”
1.10. “Reciprocal Open Source Software” means any software that is subject to a license which requires that (a) it must be distributed in source code form; (b) it must be licensed under the same open source license terms; and (c) its derivative works must be licensed under the same open source license terms. Examples of this type of license are the GNU General Public License or the Mozilla Public License.

1.11. “Software” means the software in object code or in Source Code that is provided or otherwise made available by Intel to You under this Agreement, including any modifications, updates, and upgrades thereto, that are provided or otherwise made available to You by Intel under this Agreement. Software includes the Simulation Tools, Models and Pre-Release Models. Licensed Materials do not include Third Party Programs.

1.12. “Simulation Tools” means the Software development tools provided to You by Intel under this Agreement that work with Models, Pre-Release Models and/or create Customer Models.

1.13. “Source Code” means the software (and not documentation or text) portion of Licensed Materials provided in human readable format.

1.14. “Term” means the period of time during which You have the right to use Licensed Materials. The Term may be either for as long as this Agreement is in force or for a time-limited term as specified in the Licensed Materials.

1.15. “Third Party Programs” means the software of third parties, if any, listed in the “third-party-programs.txt” or similarly named text file, along with their applicable licenses.

2. USER TYPES AND PERMITTED USE

This Agreement covers the following user types. Depending on Your user type, You may use Licensed Materials only for the permitted uses as set forth below, and subject to the license rights set forth in Section 3 and the restrictions of this Agreement:

2.1. Users Developing Commercial Products: You may use Licensed Materials solely (i) to evaluate an Intel Product or the suitability of Intel Product for integration into your product; and (ii) to develop commercial products based in whole or in part on Intel Products, provided that

   a. The system that you are simulating contains an Intel Product (You may not use Licensed Materials for simulating systems that do not contain Intel Products); AND
   b. You are not in the business of developing models for other users.

2.2. Non-Commercial Users: Users may use the Licensed Materials for personal, non-commercial purposes (i.e., not for development of commercial products). Academic Institutions may use the Licensed Materials for any type of research and educational purposes.

3. LICENSE

3.1. Subject to the terms and conditions of this Agreement, Intel grants You for the applicable Term a non-exclusive, worldwide, non-assignable, non-sublicensable (unless expressly permitted under this Agreement), limited right and license and only to the extent allowed by Your applicable user type as specified in Section 2.

   A. under its copyrights, to:

      (1) reproduce internally a reasonable number of copies of Licensed Materials;

      (2) use Software and Customer Models internally solely for the permitted use as specified in Section 2;
(3) use Simulation Tools to generate Customer Models and distribute Customer Models;

(4) modify Models and Pre-Release Models if provided to You in Source Code, and use Modified Models and Modified Pre-Release Models internally for Your permitted use as specified in Section 2;

(5) Distribute Models and Modified Models in source or in binaries to third parties for Your permitted use as specified in Section 2. This license includes the following rights to sublicense:

a. Users Developing Commercials Products may provide the sublicense rights to third parties, but only the rights to perform and display, without the right to grant further sublicenses, and shall include terms set forth in Exhibit A.

b. Non-Commercial Users may provide sublicense rights to Non-Commercial Users and shall include terms set forth in Exhibit B.

B. under Intel’s Licensed Patent Claims, to: (i) make copies of Licensed Materials only as specified in Section 3.1A.(1); (ii) use Licensed Materials solely to the extent necessary to perform the activities as licensed in Section 3.1A and subject to Your permitted use as specified in Section 2; provided, that the license under the Licensed Patent Claims does not and will not apply to, and Intel expressly does not grant You a patent license in this Agreement to, any modifications to the Software, to the Modified Models or the Modified Pre-Release Models or to Customer Models whether made by You, Your contractor(s), Your customer(s), Your partners or any third party, even if the modifications are permitted under Section 3.1A.

3.2. Third Party Use. If You are a User Developing Commercial Products, Your contractors may use the Licensed Materials as specified in this Section 3 above and subject to Your permitted use as specified in Section 2, provided: (i) their use of Licensed Materials is solely on behalf of and in support of Your business, (ii) they agree to the terms and conditions of this Agreement, and (iii) You are solely responsible for their use of Licensed Materials.

3.3. Third Party Programs. Third Party Programs, even if included with the distribution of the Licensed Materials, may be governed by separate license terms, including without limitation, third party license terms, open source software notices and terms, and/or other Intel software license terms. These separate license terms solely govern Your use of the Third Party Programs.

3.4. Use of Third-Party Models with Simulation Tools: You may use Simulation Tools to run a model developed by You or obtained by You from a third party not under this Agreement, provided that:

A. You will run such a model together with a Model (provided it contains an Intel Product) or a Customer Model as a system (applies to Users Developing Commercial Products only), and

B. This Agreement (including use restrictions) will govern your use of such model as run on the Simulation Tool (applies to all Users).

4. BENCHMARKING

4.1. If You are a User Developing Commercial Products, You may use Simulation Tools, Models and/or Pre-Release Models for benchmarking that is used only for internal use, as long as You do not use the Simulation Tools to develop or run models based on Non-Intel Products.

4.2. Even if benchmarking is authorized by this Agreement, You may NOT publish or disclose to any third party any benchmarks, performance results, or other information relating to the Pre-Release Models or the Pre-Release Intel Products that such Pre-Release Models are simulating.
5. LICENSE RESTRICTIONS:

5.1. Licensed Materials are provided for internal use purposes only and may not be distributed by You or incorporated into Your products, except as expressly permitted by this Agreement.

5.2. Except as expressly provided herein, no other license, express or implied, by estoppel or otherwise, any other intellectual property rights are granted to You.

5.3. You may not make modifications to the Software, except as expressly permitted by this Agreement.

5.4. You will not disassemble, reverse-engineer, or decompile Software.

5.5. You will not mortgage, pledge or encumber Licensed Materials in any way.

5.6. You will not incorporate any Reciprocal Open Source Software into Software in any manner or take any steps in any manner which would cause Software to be subject to any license obligations associated with Reciprocal Open Source Software.

5.7. Except as expressly permitted by this Agreement, You may NOT:

   A. use, copy, distribute, or publicly display Licensed Materials;
   B. share, publish, rent or lease Licensed Materials to any third party;
   C. use Licensed Materials to process the data of, or make the Licensed Materials available online for the use of third parties.

6. SPECIAL PROVISIONS FOR USE OF PRE-RELEASE MODELS

6.1. Pre-Release Models. If Intel provides You with a Pre-Release Model, You will at all times maintain the security of Pre-Release Model, and You will ensure that Pre-Release Model will not be exposed to or made available to third parties without Intel’s prior written consent.

6.2. Confidential Information. Your use or evaluation of Pre-Release Models, including any knowledge or information about Pre-Release Model’s or Pre-Release Intel Product’s performance, capability or errata, any problems encountered by You, and Your Feedback on Pre-Release Models or Pre-Release Intel Product are Intel confidential information, and are subject to the non-disclosure agreement between Intel and You as set forth in Section 8.

6.3. Restrictions. You will not perform, allow, authorize or assist others in reverse engineering, decompilation, disassembly, photographic or video reproduction or the like, of the Pre-Release Models to attempt to learn about the internal architecture, design, operation, manufacture, features or functionality of the Pre-Release Intel Products.

6.4. Pre-Release Models are provided to You “AS IS” and with all faults. Such Pre-Release Models are modeling Pre-Release Intel Products that may (i) include features, capabilities, or errata which may not be included in commercial versions of Intel Product; (ii) be under development and subject to change without notice; (iii) not be fully tested; (iv) lack regulatory approvals required for final production and distribution; and (v) contain bugs or errors, including security vulnerabilities.

7. INTELLECTUAL PROPERTY RIGHTS

7.1. Licensed Materials. Intel and its suppliers own all right, title, and interest in and to Licensed Materials and all copies. The Licensed Materials are protected by intellectual property rights. You
will not remove any copyright or other proprietary notice from Licensed Materials. You will not allow unauthorized copying or use of Licensed Materials.

7.2. **Customer Models.**

A. You are the owner of Customer Models. Unless expressly stated herein, nothing contained in this Agreement will be deemed to convey to Intel any title, ownership, copyright or any other intellectual property rights in or related to Customer Models.

B. For the avoidance of doubt, You are not obligated to provide Intel with Customer Models, and nothing in this Agreement imposes such an obligation on You.

C. If You choose to provide Customer Models to Intel, then You grant to Intel a non-exclusive, irrevocable, worldwide, royalty-free license, with the right to sublicense Intel’s licensees and customers, under Your intellectual property rights, the rights to use and disclose Customer Models in any manner Intel chooses and to display, perform, copy, make, have made, use, sell, offer to sell, import, and otherwise dispose of Intel’s and its sublicensee’s products embodying such Customer Models in any manner and via any media Intel chooses, without reference to the source.

7.3. **Modified Models and Modified Pre-Release Models.**

A. Intel owns the unmodified portion of Modified Models and Modified Pre-Release Models.

B. You own the modifications to Modified Models and Modified Pre-Release Models.

C. You grant to Intel a non-exclusive, irrevocable, worldwide, royalty-free license, with the right to sublicense Intel’s licensees and customers, under Your intellectual property rights, the rights to use and disclose modifications in Modified Models and Modified Pre-Released Models in any manner Intel chooses and to display, perform, copy, make, have made, use, sell, offer to sell, import, and otherwise dispose of Intel’s and its sublicensee’s products embodying such modifications in any manner and via any media Intel chooses, without reference to the source.

D. For the avoidance of doubt, You may choose to, but You are not obligated to, provide Intel with Modified Models or Modified Pre-Release Models, and nothing in this Agreement imposes such an obligation on You.

E. Intel encourages You to publish Modified Models (but not Modified Pre-Release Models) on different distribution platforms. If you choose to publish Modified Models:

   a. If You are a User Developing Commercial Products, you may publish Modified Models under a license agreement that contains at a minimum the terms provided in Exhibit A.

   b. If You are a Non-Commercial User, you may publish Modified Models under a license agreement that contains at a minimum the terms provided in Exhibit B.

7.4. **FEEDBACK.** This Agreement does not obligate You to provide Intel with materials, information, comments, suggestions regarding Licensed Materials. However, should You provide Intel with materials, information, comments or suggestions for the modification, correction, improvement or enhancement of (i) the Licensed Materials or (ii) Intel Products, other products or processes which may embody Licensed Materials, then You grant to Intel a non-exclusive, irrevocable, worldwide, royalty-free license, with the right to sublicense Intel’s licensees and customers, under Your intellectual property rights, the rights to use and disclose such materials, information, comments and suggestions in any manner Intel chooses and to display, perform, copy, make, have made, use, sell, offer to sell, import, and otherwise dispose of Intel’s and its sublicensee’s products.
embodying such comments and suggestions in any manner and via any media Intel chooses, without reference to the source.

8. NON-DISCLOSURE.

8.1. Information provided by Intel to You may include information marked as confidential. You must treat such information as confidential under the terms of the applicable non-disclosure agreement ("NDA") between Intel and You. If You have not entered into an NDA with Intel, You must not disclose, distribute or make use of any information marked as confidential, except as expressly authorized in writing by Intel.

8.2. Depending on the level of confidentiality of certain information to be provided to You by Intel, You may be required to separately execute additional Non-Disclosure Agreements in order to receive such information. The terms of the Non-Disclosure Agreement(s) will govern in all conflicts between this Agreement and the Non-Disclosure Agreement(s).

8.3. Intel retains all rights in and to its confidential information specifications, designs, engineering details, discoveries, inventions, patents, copyrights, trademarks, trade secrets and other proprietary rights relating to the Licensed Materials. Any breach by You of the confidentiality obligations provided for in this Section 8 will cause irreparable injury to Intel for which money damages may be inadequate to compensate Intel for losses arising from such a breach. Intel may obtain equitable relief, including injunctive relief, if You breach or threaten to breach Your confidentiality obligations.

9. PUBLICITY.

9.1. Neither Party will use the name, logo, or trademark of the other in any advertising or other form of publicity without the prior written permission of the other. Except as required by law, neither Party may make any press release or other public statements in connection with this Agreement, without first obtaining prior written approval of the other Party.

9.2. You (including Academic Institutions) must acknowledge the use of Intel's Licensed Materials in scientific publications, communications, and presentations. All statements by You must describe the scope and nature of the Parties' participation accurately and appropriately, be limited to statements of fact.

9.3. No Endorsements. You agree to refrain from making any statements or references in any publication, communication or presentation that could reasonably be interpreted as indicating that Intel has endorsed or recommended any products or services that You may develop, derive or commercialize from utilizing the Licensed Materials without Intel's prior written consent, which it shall be under no obligation to provide.

9.4. Intel welcomes opportunities to participate in technical conferences and presentations related to Licensed Materials in order to strengthen the communication and interaction between the research community and Intel.

10. NO SUPPORT. Intel may make changes to Licensed Materials, at any time without notice, but is not obligated to support, update or provide training for Licensed Materials. Intel may in its sole discretion provide support, update or training services under separate terms.

11. NO WARRANTY. DISCLAIMER. INTEL DISCLAIMS ALL WARRANTIES OF ANY KIND, AND THE TERMS AND REMEDIES PROVIDED IN THIS AGREEMENT ARE INSTEAD OF ANY OTHER WARRANTY OR CONDITION, EXPRESS, IMPLIED OR STATUTORY, INCLUDING THOSE REGARDING MERCHANTABILITY, FITNESS FOR ANY PARTICULAR PURPOSE, NON-INFRINGEMENT OR ANY WARRANTY ARISING OUT OF ANY COURSE OF DEALING, USAGE OF
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13. TERM AND TERMINATION

13.1. This Agreement becomes effective on the date you accept this Agreement and will continue until terminated or until the end of the limited Term (if applicable) as provided for in this Section.

13.2. If Licensed Materials provided to You contain a limited Term, then this Agreement terminates without notice on the last day of the limited Term for such Licensed Materials.

13.3. Either party may terminate this Agreement at any time for any reason with thirty (30) days' written notice. You may send any notice to Intel to Intel Corporation, 2200 Mission College Blvd., Santa Clara, CA 95054, Attn: [OISA] Legal Counsel.

13.4. Upon termination or expiration of this Agreement, You will immediately stop use of the Licensed Materials and promptly destroy the Licensed Materials and all copies. Sections 1, 3.3, 7, 8, 9.2, 9.3, 11, 12, 13.4, 15, and 16 will survive termination or expiration.

14. U.S. GOVERNMENT RESTRICTED RIGHTS. The technical data and computer software covered by this license is a “Commercial Item,” as such term is defined by the FAR 2.101 (48 C.F.R. 2.101) and is “commercial computer software” and “commercial computer software documentation” as specified under FAR 12.212 (48 C.F.R. 12.212) or DFARS 227.7202 (48 C.F.R. 227.7202), as applicable. This commercial computer software and related documentation is provided to end users for use by and on behalf of the U.S. government, with only those rights as are granted to all other end users pursuant to the terms and conditions of this Agreement.

15. SAFETY, CRITICAL, AND LIFESAVING APPLICATIONS. Licensed Materials may provide information relevant to safety-critical applications to allow compliance with functional safety standards or requirements (“Safety-Critical Applications”). You understand and acknowledge that safety is Your responsibility. To the extent You use Licensed Materials to create, or as part of, products used in 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 Licensed Materials in Safety Critical Applications. Should You use Licensed Materials for Safety-Critical Applications or in any type of a system or application in which the failure of Licensed Materials could create a situation where personal injury or death may occur (e.g., medical systems, life sustaining or lifesaving systems) (“Lifesaving 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 Licensed Materials in Safety-Critical Applications or Lifesaving Applications and claims of product liability, personal injury or death associated with those
applications; even if such claims allege that Intel was negligent or strictly liable regarding the design of Licensed Materials or its failure to warn regarding Licensed Materials.

16. GENERAL.


A. All disputes arising out of or related to this Agreement, whether based on contract, tort, or any other legal or equitable theory, will in all respects be governed by, and construed and interpreted under, the laws of the United States of America and the State of Delaware, without reference to conflict of laws principles. The parties agree that the United Nations Convention on Contracts for the International Sale of Goods (1980) is specifically excluded from and will not apply to this Agreement. All disputes arising out of or related to this Agreement, whether based on contract, tort, or any other legal or equitable theory, will be subject to the exclusive jurisdiction of the courts of the State of Delaware or of the Federal courts sitting in that State. Each party submits to the personal jurisdiction of those courts and waives all objections to that jurisdiction and venue for those disputes.

B. Exception for applicable Academic Institutions: If State law requires Your Academic Institution to only accept governing law in the State in which the Academic Institution is organized or operating in any agreement entered into, this Agreement and any dispute arising out of or related to it will be governed by the laws of the United States and the State in which the Academic Institution is organized and/or operates.

16.2. Remedies. You acknowledge that any disclosure or unauthorized use of Licensed Materials would cause irreparable injury to Intel and consents to the grant of an injunction by any court of competent jurisdiction in the event of a threatened breach.

16.3. Assignment. You may not delegate, assign or transfer this Agreement, the license granted or any of your rights or duties hereunder, expressly, by implication, by operation of law, by way of merger (regardless of whether You are the surviving entity) or acquisition, or otherwise without Intel’s express prior written consent; and any attempt to do so, without Intel’s express prior written consent, will be null and void. Intel may assign this Agreement, and its rights and obligations hereunder, in its sole discretion.

16.4. Entire Agreement. This Agreement contains the complete and exclusive agreement and understanding between the parties concerning the subject matter of this Agreement, and supersedes all prior and contemporaneous proposals, agreements, understanding, negotiations, representations, warranties, conditions, and communications, oral or written, between the parties relating to the same subject matter. This Agreement, including without limitation its termination, has no effect on any signed NDA between the parties, which remain in full force and effect as separate agreements to their terms. 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, understanding, 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. The provisions of this Agreement will prevail notwithstanding any different, conflicting, or additional provisions that may appear on any writing issued by either Party in connection with this Agreement. If You have entered into a signed agreement for the Licensed Materials with Intel, however, then the terms and conditions of the signed agreement will govern Your use of the Licensed Materials and not this Agreement. No modification or amendment to this Agreement will be effective unless in writing and signed by authorized representatives of each Party, and must specifically identify this Agreement by its title and version; except that Intel may make changes to the Agreement as it distributes new versions of Licensed Materials. When changes are made, Intel will make a new version of the Agreement available as a click to accept agreement. If You received a copy of this Agreement translated into
another language, the English language version of this Agreement will prevail in the event of any conflict between versions.

16.5. **Severability.** In the event that any provision of this Agreement will be unenforceable or invalid under any applicable law or be so held by applicable court decision, such unenforceability or invalidity will not render this Agreement unenforceable or invalid as a whole, and, in such event, such provision will be changed and interpreted so as to best accomplish the objectives of such unenforceable or invalid provision within the limits of applicable law or applicable court decisions.

16.6. **Export.** You must: a) comply with applicable laws and regulations and obtain any necessary authorizations; b) not export, import, or transfer the software to any prohibited or sanctioned country, person, or entity; or c) not use the software for the development, design, manufacture, or production of nuclear, missile, chemical, or biological weapons.

16.7. **Third Party Beneficiary.** If You license a Simics model containing an Arc Core model, then Synopsys, Inc. is a third-party beneficiary of this Agreement with the right to enforce Your obligations relating to the Arc Cores.

16.8. **PRIVACY NOTICE.** 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 TO LEARN HOW INTEL COLLECTS, USES AND SHARES INFORMATION ABOUT YOU.
EXHIBIT A

SUBLICENSE AGREEMENT FOR USERS DEVELOPING COMMERCIAL PRODUCTS

1. SUBLICENCE. You have a sublicense under Intel’s copyrights to copy Models, provided separately, or as a part of Modified Models in source or in binary form (the “Software”) for Your organization’s internal use to perform and display the Software, subject to the following conditions:

A. You will need to license simulation tools to run the Software separately from Intel or Intel’s authorized distributor.

B. Except as permitted herein, You may not disclose, distribute or transfer any part of the Software, and You agree to prevent unauthorized copying of the Software.

C. You may not reverse engineer, decompile, or disassemble the Software.

D. You may not further sublicense the Software.

E. The Software may contain the software and other property of third party suppliers, some of which may be identified in, and licensed in accordance with, an enclosed license.txt file or other text or file.

F. Intel has no obligation to provide any support, technical assistance or updates for the Software.

2. NO IMPLIED LICENSES OR OTHER RIGHTS. The consideration under this Agreement is only for the licenses that Intel expressly grants to You in the preceding paragraphs. Any other rights including, but not limited to, patent rights, would require an additional license and additional consideration. Nothing in this Agreement requires or will be treated to require Intel to grant any such additional license. An essential basis of the bargain in this Agreement is that Intel grants You no licenses or other rights including, but not limited to, patent, copyright, trademark, trade name, service mark or other intellectual property licenses or rights, by implication, estoppel or otherwise, except for the licenses expressly granted in the preceding paragraphs.

3. OWNERSHIP OF SOFTWARE AND COPYRIGHTS. Title to all copies of the Software remains with Intel or its suppliers. The Software is copyrighted and protected by the laws of the United States and other countries, and international treaty provisions. You may not remove any copyright notices from the Software. Except as otherwise expressly provided above, Intel grants no express or implied right under Intel patents, copyrights, trademarks, or other intellectual property rights. Transfer of the license terminates Your right to use the Software.

4. DISCLAIMER OF WARRANTY. SOFTWARE IS PROVIDED “AS IS” WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE.

5. LIMITATION OF LIABILITY. NEITHER INTEL NOR ITS SUPPLIERS WILL BE LIABLE FOR ANY DAMAGES WHATSOEVER (INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF PROFITS, LOSS OF USE, INTERRUPTION OF BUSINESS, OR INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OF ANY KIND) WHETHER UNDER THIS AGREEMENT OR OTHERWISE, EVEN IF INTEL HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

6. LICENSE TO USE COMMENTS AND SUGGESTIONS. This Agreement does NOT obligate You to provide Intel with comments or suggestions regarding the Software. However, if You provide Intel with comments or suggestions for the modification, correction, improvement or enhancement of (a) the Software or (b) Intel products or processes that work with the Software, You grant to Intel a non-exclusive, worldwide, perpetual, irrevocable, transferable, royalty-free license, with the right to sublicense, under Your intellectual property rights, to incorporate or otherwise utilize those comments and suggestions.

7. TERMINATION OF THIS SUBLICENSE. Intel or the sublicensor may terminate this license at any time if You are in breach of any of its terms or conditions. Upon termination, You will immediately destroy the Software, and return to Intel all copies of the Software.
8. THIRD PARTY BENEFICIARY. Intel is an intended beneficiary of the End User License Agreement and has the right to enforce all of its terms. If You sublicense a Simics model containing an Arc Core model, then Synopsys, Inc. is a third-party beneficiary of this Agreement with the right to enforce Your obligations relating to the Arc Cores.

9. U.S. GOVERNMENT RESTRICTED RIGHTS. The technical data and computer software covered by this license is a “Commercial Item,” as such term is defined by the FAR 2.101 (48 C.F.R. 2.101) and is “commercial computer software” and “commercial computer software documentation” as specified under FAR 12.212 (48 C.F.R. 12.212) or DFARS 227.7202 (48 C.F.R. 227.7202), as applicable. This commercial computer software and related documentation is provided to end users for use by and on behalf of the U.S. government, with only those rights as are granted to all other end users pursuant to the terms and conditions of this Agreement.

10. EXPORT You must: a) comply with applicable laws and regulations and obtain any necessary authorizations; b) not export, import, or transfer the software to any prohibited or sanctioned country, person, or entity; or c) not use the software for the development, design, manufacture, or production of nuclear, missile, chemical, or biological weapons.

11. APPLICABLE LAWS. All disputes arising out of or related to this Agreement, whether based on contract, tort, or any other legal or equitable theory, will in all respects be governed by, and construed and interpreted under, the laws of the United States of America and the State of Delaware, without reference to conflict of laws principles. The parties agree that the United Nations Convention on Contracts for the International Sale of Goods (1980) is specifically excluded from and will not apply to this Agreement. You may not Export the Software in violation of applicable export laws and regulations.

12. Your specific rights may vary from country to country.
EXHIBIT B
SUBLICENSE AGREEMENT FOR NON-COMMERCIAL USERS

1. SUBLICENSE. If You are a Non-Commercial User (including an Academic Institution), You have a sublicense under Intel’s copyrights to:

A. reproduce internally a reasonable number of copies of Models, provided separately, or as a part of Modified Models (the “Software”);

   (1) use the Software internally solely for non-commercial purposes (including but not limited to any type of research or educational purposes);

   (2) modify Models if provided to You in source code, and use modified Models internally for non-commercial purposes (including but not limited to any research and educational purposes);

   (3) Distribute Models and Modified Models in source or in binaries only to Non-Commercial Users (including Academic Institutions) solely for non-commercial purposes (including but not limited to research and educational purposes). This license includes the right to sublicense and shall include terms set forth in this Exhibit B.

B. You will need to license Simulation Tools to run the Software separately from Intel or Intel’s authorized distributor.

C. Except as permitted herein, You may not disclose, distribute or transfer any part of the Software, and You agree to prevent unauthorized copying of the Software.

D. You may not reverse engineer, decompile, or disassemble the Software.

E. The Software may contain the software and other property of third party suppliers, some of which may be identified in, and licensed in accordance with, an enclosed license.txt file or other text or file.

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