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- 8.2 **No Support; Priority Support for Paid User Types.** Intel may make changes to the Materials, or to items referenced therein, at any time without notice, but is not obligated to support, update or provide training for the Materials under the terms of this Agreement. Intel offers Priority Support for paid User Types.
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- 9.1 Intel will not be liable for any of the following losses or damages (whether such losses or damages were foreseen, foreseeable, known or otherwise): (i) loss of revenue; (ii) loss of actual or anticipated profits; (iii) loss of the use of money; (iv) loss of anticipated savings; (v) loss of business; (vi) loss of opportunity; (vii) loss of goodwill; (viii) loss of use of the Materials; (ix) loss of reputation; (x) loss of, damage to, or corruption of data; or (xi) any indirect, incidental special or consequential loss of damage however caused (including loss or damage of the type specified in this Section 9).
- 9.2 Intel's total cumulative liability to You, including for direct damages for claims relating to this Agreement (whether for breach of contract, negligence, or for any other reason), will not exceed the sum paid to Intel by You in the twelve (12) month period preceding the date such claim arose for the Materials that are the subject of and directly affected by such claim.
- 9.3 You acknowledge that the limitations of liability provided in this Section 9 are an essential part of this Agreement. You agree that the limitations of liability provided in this Agreement with respect to Intel will be conveyed to and made binding upon any customer of Yours that acquires the Redistributables, alone or in combination with other items from You.
10. **USER SUBMISSIONS.** This Agreement does not obligate You to provide Intel with materials, information, comments, suggestions or other communications regarding the Materials. However, You agree that any material, information, comments, suggestions or other communications You transmit or post to an Intel website (including but not limited to, submissions to the Priority Support and/or other customer support websites or online portals) or provide to Intel under this Agreement are not controlled by the International Traffic in Arms

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Nothing in this Agreement will be construed as preventing Intel from reviewing Your Communications and errors or defects in Intel products discovered while reviewing Your Communications. Furthermore, nothing in this Agreement will be construed as preventing Intel from implementing independently-developed enhancements to Intel's own error diagnosis methodology to detect errors or defects in Intel products discovered while reviewing Your Communications or to implement bug fixes or enhancements in Intel products. The foregoing may include the right to include Your Communications in regression test suites.

11. **NON-DISCLOSURE.** 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 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. 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 Materials. Any breach by You of the confidentiality obligations provided for in this Section 11 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.
12. **TERM AND TERMINATION.** This Agreement becomes effective on the date You accept this Agreement and will continue until terminated as provided for in this Agreement. If You are using the Materials under a paid User Type with a limited Term, this Agreement terminates without notice on the last day of the Term. If you are using the Materials under a free User Type, the Term is perpetual. The Term for any Pre-Release Materials terminates upon release of a commercial version. Intel may terminate this Agreement if You are in breach of any of its terms and conditions and such breach is not cured within thirty (30) days of written notice from Intel. Upon termination, You will promptly destroy the Materials and all copies. In the event of termination of this Agreement, the license grant to any Redistributables distributed by You in accordance with the terms and conditions of this Agreement, prior to the effective date of such termination, will survive any such termination of this Agreement. Sections 1, 3.1.A(4)(d)(v), 3.2, 3.3 B(iii), 4.3, 5.2, 6, 7, 8, 9, 10, 11, 12 (with respect to these survival provisions in the last sentence), 13, and 14 will survive expiration or termination of this Agreement.
13. **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.

## 14. GENERAL PROVISIONS.

- 14.1 **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 purchase order, acknowledgement, invoice, or other writing issued by either party in connection with 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 (e.g., "Intel End User License Agreement for Developer Tools (Version October 2020)"); except that Intel may make changes to the Agreement as it distributes new versions of the Materials. When changes are made, Intel will make a new version of the Agreement available on its website. 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.
- 14.2 **EXPORT.** You acknowledge that the Materials and all related technical information are subject to export controls and you agree to comply with all laws and regulations of the United States and other applicable governments governing export, re-export, import, transfer, distribution, and use of the Materials. In particular, but without limitation, the Materials 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 Materials, You represent and warrant that You are not located in any such country or on any such list. You also agree that You will not use the Materials for, or sell or transfer them to a third party who is known or suspected to be involved in, any purposes prohibited by the U.S. government or other applicable governments, including, without limitation, the development, design, manufacture, or production of nuclear, missile, chemical or biological weapons.
- 14.3 **GOVERNING LAW, JURISDICTION, AND VENUE.** 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.
- 14.4 **SEVERABILITY.** 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 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.