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The Parties, in consideration of the mutual covenants contained in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which they acknowledge, and intending to be legally bound, agree as follows:

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"Affiliate" means any entity controlling, controlled by or under common control with a Party hereto, where "control" means the direct or indirect ownership of more than fifty percent (50%) of such entity's capital or equivalent voting rights. An entity will be deemed an "Affiliate" only as long as such control exists during the term of this Agreement.

"Contractor" means a third party consultant or subcontractor who requires access to or use of the Materials to perform work on Your behalf or at Your behalf

"Development Tools" means the development, evaluation, production, or test tool software, and associated documentation or other collateral, identified in the "development" tools.txt" text files, if any, included in the Materials.

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 - (5) have the tasks set forth in Section 2(A)(1) and (2) above performed by a Contractor on the conditions that You enter into a written confidentiality agreement with any such Contractor, subject to Section 7 (Confidentiality), and You remain fully liable to Intel for the actions and inactions of Your Contractors.
- (B) You will be liable for Your Affiliate's breach of these terms. In addition, You acknowledge that Your Affiliates are beneficiaries of the licenses granted by Intel under Section 2.
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- 12. <u>GOVERNING LAW AND JURISDICTION</u>. 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.
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- 17. ENTIRE AGREEMENT; SEVERABILITY. The terms and conditions of this Agreement and any NDA with Intel constitute the entire agreement between the Parties with respect to the subject matter hereof, and merge and supersede all prior or contemporaneous agreements, understandings, negotiations and discussions. Neither Party will be bound by any terms, conditions, definitions, warranties, understandings, or representations with respect to the subject matter hereof other than as expressly provided herein. In the event any provision of this Agreement is unenforceable or invalid under any applicable law or applicable court decision, such unenforceability or invalidity will not render this Agreement unenforceable or invalid as a whole, instead such provision will be changed and interpreted so as to best accomplish the objectives of such provision within legal limits.
- 18. <u>WAIVER</u>. 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.
- 19. 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 TO LEARN HOW INTEL COLLECTS, USES AND SHARES INFORMATION ABOUT YOU.

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