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## 1 DEFINITIONS.

**1.1 “Derivative”** means, whether made by or for you, any (i) modified or altered Material, (ii) work based on Material, or (iii) Material derivative work.

**1.2 “Including”**, and its variants, whether or not capitalized, means including but not limited to.

**1.3 “Material”** means software, artificial intelligence models (including weights), datasets, or other computer files, information, or collateral Intel delivers to you under this Agreement.

**1.4 “Output”** means results produced from operation of Material or a Derivative responsive to input. Output does not include any element of Material or a Derivative.

**1.5 “R&D Activities”** means use of Material, Derivatives, and Output solely for non-commercial research, experimentation, or testing to advance knowledge, test concepts, or improve technologies, and before any such Material, Derivative, or Output is made available in or as part of any product or service. R&D Activities do not include deploying or incorporating Material, Derivatives, or Output into any production, operational, or commercially available system, or any activity intended to lead to such use.

**1.6 “You” or “Your”**, whether or not capitalized, means you or you and your employer and its affiliates.

## 2 LICENSES.

(a) **2.1 License.** Subject to the terms of this Agreement, Intel grants to you, for the Term, a personal, limited, non-transferable, non-exclusive, worldwide, revocable, royalty-free, license under Intel’s copyrights in the Material, without the right to sublicense, to conduct internal R&D Activities, including creating Derivatives or producing Output.

**2.2 Restrictions.** Except as authorized above, you will not:

- (a) use or modify Material, Derivatives, or Output in any other way,
- (b) reverse engineer, decompile, or disassemble Material provided as object code (except as required by applicable law or under an applicable open source license), or
- (c) use Material, Derivatives, or Output to violate or aid in the violation of any international human right.

### 2.3 Limitations.

- (a) You will not misrepresent or imply, through any means, endorsement, approval, or validation by Intel of Derivatives.
- (b) This Agreement grants no trademark license.

(c) The rights granted under Section 2.1 are not being granted to individuals domiciled in, or companies with a principal place of business in, the European Union.

**2.4 No Implied License.** Except for the express license in Section 2.1 Intel does not grant you (a) any express or implied license under any legal theory, or (b) any license to make, have made, use, sell, offer for sale, import, or otherwise dispose of any Intel technology or third-party products, or perform any patented process, even if referenced in Material. Any other licenses from Intel require additional consideration. Nothing in this Agreement requires Intel to grant any additional license.

**2.5 Feedback.** If you give Intel comments or suggestions related to Intel solutions or Intel information provided in connection with this Agreement, including Material, Intel can use them in any way and disclose them to anyone, without payment or other obligations to you.

**2.6 Open Source Licenses.** The Material may include software subject to an open source license, including Open Source Initiative approved licenses (<http://www.opensource.org>). Nothing in this Agreement limits or grants any rights under, or that supersede, the terms of any applicable open source license.

**2.7 Third-Party Software.** Your use of certain third-party software with or within the Material is subject to your compliance with licensing you obtain directly from that third-party. A listing of any such third-party software may accompany the Material.

**3 OWNERSHIP.** Ownership of Material and related intellectual property rights remains unchanged. Intel claims no ownership in Output. You must maintain all copyright or other proprietary notices in the Material.

**4 NO WARRANTY.** The Material is provided “as is,” without any express or implied warranty of any kind including warranties of merchantability, non-infringement, title, or fitness for a particular purpose. Material may be pre-release and may not be fully functional. Intel is not required to maintain, update, or support any Material or Derivative.

**5 LIMITATION ON LIABILITY.** Your use of Material, Derivatives, or Output is at your own risk. Intel will not be liable to you under any legal theory for any losses or damages in connection with the Material or your use of Material, Derivatives, or Output, including consequential damages, even if the possibility of damages was foreseeable or known. If any liability is found, Intel’s total, cumulative liability to you for all claims arising from or related to this Agreement will not exceed \$100.00 U.S. These liability limitations are a fundamental basis of our bargain and Intel would not have entered into this Agreement without them.

**6 INDEMNITY.** You will indemnify, defend, and hold Intel harmless from any allegation against Intel arising in connection with your

use of Material, a Derivative, or Output and you will pay all of Intel's losses, liabilities, and costs (including reasonable attorneys' fees) arising from the allegation.

## **7 GENERAL.**

**7.1 Assignment.** You may not assign your rights or obligations under this Agreement without Intel's prior written consent. No third party will have any rights under this Agreement.

**7.2 Dispute Resolution.** If we have a dispute regarding this Agreement (other than for misappropriation of trade secrets or breaches of confidentiality obligations), neither party can file a lawsuit or other regulatory proceeding before the complaining party provides the other party a detailed notice of the dispute and our senior managers attempt to resolve the dispute. If our senior managers cannot resolve the dispute in 30 days, either party may demand mediation in which we will then try to resolve the dispute with an impartial mediator. If our dispute is not resolved within 60 days after the mediation demand, either party may begin litigation.

**7.3 Governing Law; Jurisdiction.** This Agreement is governed by USA and Delaware law without regard to conflict of laws principles. The United Nations Convention on Contracts for the International Sale of Goods does not apply. Except for claims for misappropriation of trade secrets or breach of confidentiality obligations, all disputes and actions arising out of or related to this Agreement are subject to the exclusive jurisdiction of the state and federal courts in Wilmington, Delaware and you consent to personal jurisdiction in those courts.

**7.4 Compliance with Laws.** The Material is subject to, and you must comply with, applicable government laws and regulations, including without limitation U.S. and worldwide trade regulations prohibiting the export, import, or transfer of Material, Derivatives, or Output to any prohibited or sanctioned country, person, or entity. You must not use Material, Derivatives, or Output for the development, design, manufacture, or production of nuclear, missile, chemical, or biological weapons.

**7.5 Severability.** If a court holds a provision of this Agreement unenforceable, the court will modify that provision to the minimum extent necessary to make it enforceable or, if necessary, to sever that provision. The rest of the Agreement remains enforceable.

**7.6 Waiver.** No waiver of any provision of this Agreement will be valid unless in a writing specifying the waived provision signed by an authorized representative of the waiving party. A signed waiver will not constitute waiver of any other provision. Failure or delay in enforcing any provision will not operate as a waiver.

**7.7 Entire Agreement.** This Agreement constitutes the entire agreement, and supersedes all prior and contemporaneous agreements, between Intel and you concerning its subject matter.

## **8 TERM; TERMINATION; SURVIVAL.**

**8.1 Term.** This Agreement begins upon your acceptance of its terms and continues until terminated under Section 8.2.

**8.2 Termination.** Either party may terminate this Agreement, with 30 days written notice, at any time for any reason. This Agreement will automatically terminate upon (a) your breach of the Agreement, (b) a claim that you do not have authority to bind your employer to these terms, (c) your assertion that any Material, or any part thereof infringes intellectual property rights owned or licensable by you, or (d) as specified in a Term Addendum included with the Material.

**8.3 Effect of Termination.** Upon termination of the Agreement, the licenses to you will immediately terminate and you must cease using any Material and destroy all copies in your possession.

**8.4 Survival.** All sections except Section 2.1 survive termination of this Agreement.