

End User License Agreement

INTEL AIM Suite SOFTWARE LICENSE AGREEMENT

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12. REMEDIES

If You breach this Agreement, You will promptly return the Software to Intel. A breach by You will irrevocably harm Intel, and Intel will be entitled to injunctive or other equitable relief and any other remedies afforded by law.

13. GOVERNING LAW & JURISDICTION

Any claims arising under or relating to this Agreement will be governed by the internal substantive laws of the State of Delaware or federal courts located in Delaware, without regard to conflict of laws. Each party hereby agrees to jurisdiction and venue in the courts of the State of Delaware for all disputes and litigation arising under or relating to this Agreement. You agree that the United Nations Convention on Contracts for the International Sale of Goods is specifically excluded from application to this Agreement.

14. NOTICE TO U.S. GOVERNMENT END USERS

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16.TERM AND TERMINATION

This Agreement is effective upon the earlier of Your first receipt, installation or use of the Software and will continue until terminated as provided in this Agreement.

(a) You may terminate this Agreement at any time by uninstalling the Software, permanently disabling all access to the Software, and returning the Software and all Documentation to Intel.

(b) This Agreement will immediately and automatically terminate upon breach by You of any terms of this Agreement or Intel's Terms of Use. Upon occurrence of such termination or the receipt of a notice of termination by Intel, You agree to uninstall the Software and promptly return the Software and all Documentation to Intel.

The provisions of Sections 1, 2(b)-(f), 3, 4(b)-(c), 7-16, 18-23 will survive the termination of this Agreement, but this will not imply or create any continued license right for You upon termination of this Agreement.

17. ASSIGNMENT

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

18. ENTIRE AGREEMENT

The terms and conditions of this Agreement constitute the entire agreement between the parties with respect to the subject matter of this Agreement, and merges and supercedes all other contemporaneous agreements, understandings, negotiations and discussions. Neither of the parties to this Agreement will be bound by any conditions, definitions, warranties or representations with respect to the subject matter of this Agreement other than as expressly provided for in this Agreement. Intel is not obligated under any other agreements, oral or written, and signed by an authorized representative of Intel. Without limiting the foregoing, terms and conditions on any purchase orders or similar materials submitted by You that conflict with the terms contained in Intel's standard acknowledgment form that are in conflict with these terms, will be of no force or effect.

19. ATTORNEYS' FEES

In the event any proceeding or lawsuit is brought by Intel or You in connection with this Agreement, the prevailing party in the proceeding will be entitled to receive from the other party expert witness fees and reasonable attorneys' fees, including costs and fees on appeal.

20. NO AGENCY

Nothing contained in this Agreement will be construed as creating any agency, employment relationship, partnership, principal-agent or other form of joint enterprise between the parties.

21. SEVERABILITY

In the event that any provision of this Agreement is unenforceable or invalid under any applicable law or is held by applicable court decision, that unenforceability or invalidity will not affect the enforceability or validity of the remainder of this Agreement, and, in that event, the provision will be changed and interpreted so as to best accomplish the objectives of the unenforceable or invalid provision within the limits of applicable law or applicable court decisions.

22. WAIVER

The failure of either party to require performance by the other party of any provision of this Agreement will not affect the full right to require the performance at any time thereafter by either party of a breach of any provision of this Agreement be taken or held as a waiver of the provision itself.

23. LANGUAGE

This Agreement is in the English language only, which language will be controlling in all respects, and all versions of this Agreement in any other language will be for informational purposes only and will not be binding on You or Intel. All communications and notices made or given pursuant to this Agreement, and all documentation and support to be provided, unless otherwise specified, will be in the English language.