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- 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*).

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- 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:
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 - 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.

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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, 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

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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.

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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. 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.
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EXHIBIT A

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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.

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SUBLICENSE AGREEMENT FOR NON-COMMERCIAL USERS

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 - (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.
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