

This AI TECHNOLOGY EVALUATION LICENSE AGREEMENT (“Agreement”) is a contract between the Licensee and Intel Corporation and its affiliates (“Intel”) effective as of the date when both Parties have signed this Agreement below (“Effective Date”). It governs Licensee’s use of the Materials.

1. DEFINITIONS.

1.1 “Evaluation Period” means six (6) months from the Effective Date.

1.2 “including” means including but not limited to, whether or not capitalized.

1.3 “Intel-based Solution” means a solution or hardware that includes a hardware component made, sold or distributed by Intel.

1.4 “Materials” means an AI model, software, documents or other information that Intel delivers to Licensee under this Agreement (see Appendix A for more details).

1.5 “Licensee’s Products” means products developed by or for Licensee based on the Materials that include a hardware component made, sold or distributed by Intel.

2. LICENSES.

2.1 Licenses.

a. Subject to the terms of this Agreement, Intel grants to Licensee, for the Term, a non-transferable, non-exclusive, within the People’s Republic of China, royalty-free, revocable, non-sublicenseable license to use the Materials for evaluation and testing and in the development of Licensee’s Products or an Intel-based Solution, including the right to modify the Materials for use with Licensee’s Products or an Intel-based Solution.

b. Licensee may disclose the Materials to Licensee’s subcontractor for its work on Licensee’s Products or an Intel-based Solution under an agreement preventing the subcontractor from disclosing the Materials to others.

2.2 Restrictions. Licensee will not: (a) use or allow any third party to use the Materials or anything created from using the Materials (including new AI models) on any computing hardware that is not an Intel-based Solution; (b) reverse engineer, decompile, or disassemble the Materials provided in object form (except and only as specifically required under an open source license); or (c) use the Materials to violate or aid in the violation of any international human right. Licensee will be liable for Licensee’s subcontractor’s acts or omissions including breach of confidentiality.

2.3 No Implied License. Except for the express license in Section 2.1, Intel does not grant any express or implied licenses to Licensee under any legal theory. Intel does not license Licensee to make, have made, use, sell, or import any Intel technology or third-party products, or perform any patented process, even if referenced in the Materials.

Any other licenses from Intel require additional consideration. Nothing in this Agreement requires Intel to grant any additional license.

2.4 Feedback. If Licensee gives Intel comments or suggestions related to the Materials, Intel confidential information provided in connection with this Agreement, or hardware components made, sold or distributed by Intel, Intel can use the comments and suggestions in any way and disclose them to anyone, without payment or other obligations to Licensee.

2.5 Open Source Licenses. The Materials may include software subject to an open source license, including licenses recognized by the Open Source Initiative (<http://www.opensource.org>). Nothing in this Agreement limits any rights under, or grants rights that supersede, the terms of any applicable open source software license or licenses any Intel intellectual property rights for use of open source software.

2.6 Third-Party Software. Licensee’s use of any third-party software is subject to Licensee’s compliance with the license Licensee obtains directly from that third-party. A listing of any such third-party software may be in a text file accompanying the Materials.

3. CONFIDENTIALITY. This Agreement and the Materials are Intel confidential information and subject to Licensee’s valid corporate non-disclosure agreement with Intel (CNDA). Except as authorized in Section 2.1, Licensee must not disclose this information to any third party. This Agreement will not become effective, or will automatically terminate, in the absence of a CNDA.

4. OWNERSHIP. Ownership of the Materials and related intellectual property rights is unchanged. Licensee must maintain all copyright or other proprietary notices in the Materials.

5. NO WARRANTY. The Materials are 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. The Materials may include pre-release software or models and may not be fully functional. Intel is not required to maintain, update, or support the Materials.

6. LIMIT ON LIABILITY. Intel is providing the Materials for free and Licensee’s use of them is at Licensee’s own risk. Intel will not be liable to Licensee under any legal theory for any losses or damages in connection with the Materials, including consequential damages, even if the possibility of damages was foreseeable or known. If any liability is found, Intel’s total, cumulative liability to Licensee will not exceed USD \$100.00 for all claims arising from or related to this Agreement. These liability limitations are a fundamental basis of the Parties’ bargain and Intel would not have entered into this Agreement without them.

7. INDEMNITY. Licensee will indemnify, defend, and hold Intel harmless from any allegation against Intel arising in connection with Licensee's use or distribution of the Materials or anything created using the Materials and Licensee will pay all of Intel's losses, liabilities, and costs (including attorneys' fees) arising from any allegation.

8. GENERAL.

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

8.2 Dispute Resolution. If the Parties have a dispute regarding this Agreement (other than a dispute over misappropriation of trade secrets or breaches of confidentiality obligations) neither of the Parties can file a lawsuit or other regulatory proceeding unless the complaining Party provides the other Party a detailed notice of the dispute and the Parties' senior managers attempt to resolve the dispute. If the Parties can't resolve the dispute in 30 days, either of the Parties may demand mediation and will then try to resolve the dispute with an impartial mediator. If the Parties don't resolve the dispute within 60 days after the mediation demand, either of the Parties may begin litigation.

8.3 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 Licensee consents to personal jurisdiction in those courts.

8.4 Compliance with Laws. The Materials are subject to export controls under applicable government laws and regulations, including in the U.S. Licensee must comply with applicable laws and regulations, including U.S. and worldwide export regulations. Licensee must not export, import, or transfer the Materials to any prohibited or sanctioned country, person, or entity. Licensee must not use the Materials for the development, design, manufacture, or production of nuclear, missile, chemical, or biological weapons.

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

8.6 Waiver. No waiver of any provision of this Agreement will be valid unless in a writing signed by an authorized representative of the waiving Party that specifies the waived provision. That signed waiver will not constitute a waiver of any other provision. A Party's failure or delay in enforcing any provision will not operate as a waiver.

8.7 Entire Agreement. Except for any non-disclosure agreement between Licensee and Intel, this Agreement constitutes the entire agreement, and supersedes all prior agreements, between Intel and Licensee concerning its subject matter.

9. TERM; TERMINATION; SURVIVAL.

9.1 Term. This Agreement becomes effective as of the Effective Date and continues for the Evaluation Period or until otherwise terminated under Sections 3 or 9.2.

9.2 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) Licensee's breach of the Agreement; (b) an allegation that the signatory of Licensee does not have authority to bind Licensee; or (c) Licensee's assertion that an Intel hardware component, the Materials, or any product based on any Intel hardware component or the Materials infringes Licensee's patents.

9.3 Effect of Termination. Upon termination of the Agreement, the licenses to Licensee will immediately terminate and Licensee must cease using the Materials and anything created with the Materials, including any new AI models. Licensee will destroy all copies in Licensee's possession and direct Licensee's subcontractors to do the same. Termination of this Agreement will not terminate the CNDA.

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

Appendix A:

Description of Materials specifically licensed and delivered under this Agreement:

Intel® Library for Video Super Resolution (engineering pre-release of version xxx) for Intel CPU and GPU provides the capability of training many AI-based video processing models and doing inference for videos on Intel-based Server Platform with Intel CPU and GPU. This package includes the following components:

- Video Super Resolution algorithms: AI-based video processing algorithms, including but not limited to image or video super resolution, enhanced version of RAISR and Enhanced VSR
- Intel CPU/GPU optimizations: These optimizations enable the Video Super Resolution algorithms to run on Intel CPU/GPU with high performance.

| | |
|--|---|
| AGREED: INTEL | AGREED: LICENSEE |
| INTEL CORPORATION 2200 Mission College Blvd. Santa Clara, CA 95054-1549 UNITED STATES | [Insert the Name of the Licensee] [Insert the Address of the Licensee] |
| <hr/> Authorized Signature Name: Title: Date: | <hr/> Authorized Signature Name: Title: Date: |