CU-GIR FRAMEWORK LICENSE

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# Definitions

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## **“Licensor”** means Intel 471, Inc., the owner of the Framework.

## **“Recipient”** means any person or organization that uses, reproduces, or distributes the Framework.

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# General Terms

## **Binding Authority.** By accepting and using the Framework, Recipient affirms its authority to bind the Recipient to all terms and conditions of this Agreement and that that Recipient hereby agrees to all terms and conditions herein.

## **Governing Law; Jurisdiction.** This Agreement will be governed by the laws of the State of Delaware without regard to conflicts of laws principles. Each party hereby submits itself for the sole purpose of this Agreement and any controversy arising hereunder to the exclusive jurisdiction of the federal or state courts located in New Castle County, Delaware, and any courts of appeal therefrom, and waives any objection (on the grounds of lack of jurisdiction, or forum not convenient or otherwise) to the exercise of such jurisdiction over it by any such courts.

## **Entire Agreement.** This Agreement constitutes the entire agreement between the Licensor and Recipient with respect to the subject matter hereof and supersedes and cancels all previous written and oral agreements, communications, and other understandings related to the subject matter hereof.

## **Headings.** The headings of the Sections in this Agreement are for the purposes of convenient reference only and are not intended to be part of this Agreement, or to limit or affect the meaning or interpretation of any of the terms hereof.

## **Waiver.** No waiver will be binding unless executed in writing by the party making the waiver. No waiver of any of the provisions of this Agreement will be deemed or will constitute a waiver of any other provision, whether or not similar, nor will any waiver constitute a continuing waiver.

## **Severability.** Should any clause, portion or paragraph of this Agreement be unenforceable or invalid for any reason, such unenforceability or invalidity will not affect the enforceability or validity of the remainder of this Agreement, and any court having jurisdiction is specifically authorized and encouraged by Recipient and Licensor to hold inviolate all portions of this Agreement that are valid and enforceable without consideration of any invalid or unenforceable portions hereof.

## **No Third-Party Beneficiaries.** This Agreement shall not be construed to create any legal, equitable or beneficial interest in any third party or to vest in any third party any interest with respect to the enforcement of this Agreement.

## **Assignment.** Recipient shall not assign or delegate any of its rights or obligations under this Agreement without the prior written consent of Recipient. Licensor has the right to assign this Agreement without notice or consent of Recipient. Subject to the foregoing, this Agreement shall inure to the benefit of the parties’ permitted successors and assigns.

## **Relationship of the Parties.** Nothing herein shall be deemed or construed to create a joint venture, partnership, fiduciary, or agency relationship between the parties for any purposes. Neither party will have the right or authority to assume, create, or incur any third-party liability or obligation of any kind, express or implied, against or in the name of or on behalf of the other party except as expressly set forth in this Agreement.