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DATA COLLECTION. The Materials may contain certain features that generate, collect, and transmit data to Intel about the installation, setup, and use of the Materials. The purposes of data collection are: 1) to verify compliance with the terms of this Agreement; and 2) to enable Intel to develop, improve, and support Intel's products and services. When data is collected to verify compliance with the terms of this Agreement, this collection may be mandatory and a condition of using the Materials. This data includes the Material's unique serial number combined with other information about the Materials and Your computer.

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INTERNAL USE SOFTWARE LICENSE AGREEMENT

This INTERNAL USE SOFTWARE LICENSE AGREEMENT (the "Agreement") is made and entered into effective as of the date You accept it (the "Effective Date") by and between You and Intel Corporation, a Delaware corporation having its principal place of business at 2200 Mission College Boulevard, Santa Clara, California 95054, USA ("Intel"). Intel and You are each sometimes referred to in this Agreement as a "Party" or, together, the "Parties".

In consideration of the mutual covenants contained in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which the Parties acknowledge, and intending to be legally bound, the Parties agree as follows:

1. DEFINITIONS. The following definitions apply in this Agreement:

1.1 "Confidential Information" has the meaning given in the Non Disclosure Agreement(s) identified in Section 8.

1.2 "Documentation" means the user manuals and other written materials that describe the Software, its operation and matters related to its use, that Intel provides in connection with, under, or subject to, this Agreement, and any updated, improved or modified version(s) of those materials, whether provided in published written material, on magnetic media or communicated by

electronic means.

1.3 “Executable Code” means computer programming code in binary form suitable for machine execution by a processor without the intervening steps of interpretation or compilation.

1.4 “Licensed Patent Claims” means the claims of Intel’s patents that are necessarily and directly infringed by the reproduction of the Software that is authorized in Section 2.1(A), when that Software is in its unmodified form as delivered by Intel to You and not modified or combined with anything else. Licensed Patent Claims are only those claims that Intel can license without paying, or getting the consent of, a third party.

1.5 “Non-Disclosure Agreement(s)” means the Corporate Non-Disclosure Agreement, Restricted Secret Non-Disclosure Agreement and the Restricted Use Non-Disclosure Agreement identified in Section 8, or any of them.

1.6 “Open Source Software” means:

(A) any software that requires as a condition of use, modification or distribution of the software that that software or other software incorporated into, derived from or distributed with that software:

- be disclosed or distributed in Source Code;
- be licensed by the user to third parties for the purpose of making or distributing derivative works; or
- be redistributable at no charge.

(B) Open Source Software includes, without limitation, software licensed or distributed under any of the following licenses or distribution models, or licenses or distribution models substantially similar to any of the following:

- GNU’s General Public License (GPL) or Lesser/Library GPL (LGPL);
- the Artistic License (e.g., PERL);
- the Mozilla Public License;
- the Netscape Public License;
- the Sun Community Source License (SCSL);
- the Sun Industry Source License (SISL); and
- the Common Public License (CPL).

1.7 “Software” means the computer program, in Executable Code and Source Code, identified in Attachment A, as delivered by Intel to You, and any updated or improved version(s) of the program(s) that Intel provides to You under this Agreement, if any, but does not include Open Source Software or any computer programming code that is subject to an agreement, obligation or license (whether or not accompanying the computer program) intended to supersede or override this Agreement.

1.8 “Software Application” means any set of programs designed to carry out operations for a specific application created or developed by You using the Software.

1.9 “Source Code” means a form in which a computer program’s logic is easily deduced by a human being with skill in the art, such as a printed listing of the program or a form from which a printed listing can be easily recognized.

1.10 “Support” means any customized support, consulting, or similar assistance that Intel may consent to provide to You related to the Software or to facilitate Your productive use of the Software, as is more particularly described in Section 7.

2. LICENSE GRANT

2.1 Grant. Subject to the limitations set forth in Section 2.2 and Attachment A, Intel hereby grants You, during the term of this Agreement, a non-transferable, non-exclusive, personal, non-sublicensable, limited right and license:

(A) under Intel’s copyrights, to

- (1) copy all or any portion of the Software solely for Your internal use, and to load data into or display, view or extract output results from or otherwise operate any portion of the Software for the purpose specified in Attachment A; provided, however, that this license may be exercised only by Your employees and only within Your facilities; and
- (2) copy Documentation as is reasonably necessary for You to exercise Your license rights under this Section 2.1; and

(B) under Intel’s Licensed Patent Claims to:

- (1) make copies of the Software internally only; and
- (2) use the Software internally only.

2.2 Limitations.

(A) All rights, title and interest in and to the Software and Documentation are and will remain the exclusive property of Intel. Unless expressly permitted under Section 2.1(A), You will not and will not allow any third party to:

- (1) use or copy the Software or Documentation;
- (2) modify, adapt, enhance, disassemble, decompile, reverse engineer, change or create derivative works from the Software or otherwise attempt to derive the Software’s Source Code;
- (3) use the Software to process the data of, or make the Software available online for the use of, third parties.

(B) The consideration under this Agreement is only for the licenses that Intel expressly grants to You in Section 2.1. Any other rights including, but not limited to, additional patent rights, will require an additional license and additional consideration. Nothing in this Agreement requires or will be treated to require Intel to grant any additional license. You acknowledge that an essential basis of the bargain in this Agreement is that Intel grants You no licenses or other rights including, but not limited to, patent, copyright, trademark, trade name, service mark or other intellectual property licenses or rights with respect to the Software and Documentation, by implication, estoppel or otherwise, except for the licenses expressly granted in Section 2.1. Specifically, except for the licenses that Intel expressly granted You in Section 2.1, Intel grants no licenses or other rights, expressly or by implication, estoppel or otherwise, to:

- (1) make, use, sell, offer for sale, or import modifications of the Software;
- (2) sell or offer to sell the Software;

- (3) combine the Software or modified versions of the Software with other items or to use any such combination; or
 - (4) any claims of any patents, patent applications, or other patent rights of Intel other than the Licensed Patent Claims.
- (C) You acknowledge that there are significant uses of the Software in its original, unmodified and uncombined form. The consideration for the license in this Agreement reflects Intel's continuing right to assert patent claims against any modifications (including, without limitation, error corrections and bug fixes) of, or combinations with, the Software that You or third parties make that infringe any Intel patent claim.
- (D) Except as expressly permitted under Section 2.1, You will not allow the Software or Documentation to be accessed or used by third parties
- (E) You will not demonstrate any Software Application to a third party or allow a third party to have access to or use any Software Application without prior written consent by Intel.

2.3 Copies. You may make a reasonable number of copies of the Software for archival purposes or for use as a back-up when the Software is not operational. You must copy all copyright legends, trademarks, trade names and other legends and identification when You copy the Software. You may not copy the Documentation except for a reasonable number of printed copies that You produce for internal use only. You will maintain records of the number of copies currently in Your possession or control and the location of each copy of the Source Code and will provide copies of those records upon request.

2.4 Open Source Software.

- (A) If the Software includes Open Source Software, that Open Source Software is licensed under the applicable Open Source Software license agreement identified in the Open Source Software comments in the applicable source code file(s) or File Header provided with the Software. Where applicable, the Documentation may contain additional detail.
- (B) With respect to the Open Source Software, nothing in this Agreement limits any rights under, or grants rights that supersede, the terms of the applicable Open Source Software license agreement.
- (C) You will not subject the Software or Documentation, in whole or in part, to any license obligations associated with Open Source Software, including combining the Software or Documentation with Open Source Software, in a manner that subjects Intel, or any portion of the Software, to any license obligations of the Open Source Software.

2.5 Additional Software. As determined by mutual agreement of the Parties, You may acquire a right and license with respect to additional Intel software. In that event, the Parties will execute an Addendum, which will identify the additional software, the term of use of the additional software and any other rights and restrictions relating to the additional software. The additional software and Your rights with respect to the additional software will otherwise be subject to and part of this Agreement.

3. EQUIPMENT

Any equipment that may be provided in association with the Software or Documentation will be

transferred to You under an Intel pre-release license agreement (IPLA).

4. FEES

The license is granted under this Agreement for no fee.

5. TERM; TERMINATION

5.1 Term. The term of this Agreement will commence on the Effective Date and will continue until the commercial release, if any, of the Software or two (2) years from the Effective Date, whichever is shorter.

5.2 Termination. Intel may terminate this Agreement:

- (A) if You materially breach any other provision of this Agreement and You fail to correct the breach within 30 days of Your receipt of written notice of that breach or, if the breach is incapable of cure within 30 days, You fail to take substantial steps toward a cure within that period;
- (B) immediately, if You breach any provision of Sections 2, 3 or 8; or
- (C) immediately, if You become insolvent or make an assignment for the benefit of creditors, or a trustee or receiver is appointed for You or for a substantial part of Your assets, or bankruptcy, reorganization or insolvency proceedings are instituted by or against You.

5.3 Effect of Termination.

- (A) Expiration or termination of this Agreement will terminate Your license rights and simultaneously, Intel's Support obligations, if any, under this Agreement.
- (B) Within 30 days after expiration or termination of this Agreement, You will furnish Intel a written certification that You have either returned to Intel or destroyed the original and all copies, including partial copies, of the Software that Intel furnished under this Agreement or that You made as permitted by this Agreement, and that no copies or portions of the Software remain in Your possession or in the possession of Your employees or agents.
- (C) Sections 1, 2.2, 2.3, 3, 4, 5.3, 6, 8, 9, 10 and 11 will survive expiration or termination of this Agreement.

6. FEEDBACK

To the extent You provide Intel with Feedback, You hereby grant to Intel a worldwide, non-exclusive, perpetual, irrevocable, royalty-free, transferable license, with the right to sublicense, under Your intellectual property rights to the Feedback to incorporate or otherwise use Feedback as provided by You to Intel. "Feedback" means Your requirements, inputs, comments, responses, opinions and errata, whether oral or written, concerning the Software and Documentation and Your technical system requirements for Intel to include in the Software definition, design or validation.

7. SUPPORT

Intel has no obligation to maintain or support the Software or Documentation or to perform any maintenance or other services not specifically provided for in this Agreement. You are directed to access Intel's webpage, <http://software.intel.com/en-us/>, for basic FAQ's and other Intel product resources relating to the Software. The performance of any additional support or other services by Intel, and any associated fees, must be separately agreed

8. CONFIDENTIAL INFORMATION

8.1 NON-DISCLOSURE; IRREPARABLE HARM: Except as the Parties otherwise agree in writing, if You have entered into a Corporate Non Disclosure Agreement with Intel prior to downloading the Software of scope that covers Confidential Information disclosed in connection with this Agreement, then all Confidential Information that each Party discloses in the course of performance under this Agreement will be subject to the terms set forth in such Non Disclosure Agreement. If You have no existing Non Disclosure Agreement with Intel that covers the Confidential Information disclosed in connection with this Agreement, then the following applies between You and Intel. You will maintain the confidentiality of the Confidential Information (if any) with at least the same degree of care that You use to protect Your own confidential and proprietary information, but no less than a reasonable degree of care under the circumstances. You will not disclose the Confidential Information to any employees or to any third parties except to Your employees who have a need to know and who agree to abide by nondisclosure terms at least as comprehensive as those set forth herein; provided that You will be liable for breach by any such entity. For the purposes of this Agreement, the term “employee” will include Your independent contractors, who have signed confidentiality agreements with You. You will not make any copies of the Confidential Information except as necessary for Your employees with a need to know. Any copies which are made will be identified as belonging to Intel and marked “confidential”, “proprietary” or with similar legend. You will not be liable for the disclosure of any Confidential Information which is (a) generally made available publicly or to third parties by Intel without restriction on disclosure; (b) rightfully received from a third party without obligation of confidentiality; (c) rightfully known to You without any limitation on disclosure prior to Your receipt from Intel; (d) independently developed by Your employees; or (e) required to be disclosed in accordance with applicable laws, regulations, court, judicial or other government order, provided that You will give Intel reasonable notice prior to such disclosure and will comply with any applicable protective order. Without limitation, the existence of this Agreement and its contents are the Confidential Information of both Parties. Neither party may use the other party’s name nor the names of any its employees in any publication, advertisement or other announcement, without the other party’s prior written consent in each instance. You acknowledge and agree that if You breach this Section 8, Intel will suffer irreparable harm for which money damages will not be an adequate remedy. You therefore agree that Intel will be entitled to an injunction restraining any breach or threatened breach of this Section 8, without the necessity of proving irreparable harm or posting a bond, in addition to all other rights and remedies at law, in equity and under this Agreement.

9. DISCLAIMER OF WARRANTY

The Software and Documentation are provided “as is” with no warranties of any kind, whether written, oral, implied or statutory, including warranties of merchantability or fitness for a particular purpose, non-infringement or arising from course of dealing or usage in trade.

10. LIMITATION OF LIABILITY

(A) Intel’s cumulative liability to You for all claims of any kind resulting from Intel’s performance or breach of this Agreement or the Software or Documentation or Support furnished under this Agreement will not exceed \$100, regardless of whether Intel has been advised of the possibility of those damages or whether any remedy set forth in this Agreement fails of its essential purpose or otherwise. This limitation of liability is cumulative and not per incident; the existence of more than one claim will not increase the limit.

(B) Intel will not be liable for costs of procurement of substitutes, loss of profits, loss of use, interruption of business, or for any other special, consequential, punitive or incidental damages, however caused, whether for breach of warranty, contract, tort, negligence, strict liability or otherwise, irrespective of whether Intel has advance notice of the possibility of such damages. The limitation of liability set forth in this Section 10 is a fundamental basis of this Agreement; and each Party understands and agrees that the other would not have entered into this Agreement without the limitation of liability.

11. GENERAL PROVISIONS

11.1 Notices.

(A) All notices required or permitted to be given under this Agreement must make reference to this Agreement and shall not be effective unless given in writing by means of a letter, facsimile or electronic mail, in each case to the party at the addresses set out below. Any notice sent pursuant to this Section 11.1 shall be deemed delivered: (x) on the date personally delivered; (y) five (5) business days after deposit with the United States mail (postage prepaid); or (z) one (1) business day after delivery by electronic mail (provided that it is confirmed by United States Air Mail or letter posted two business days after the email delivery).

If to Company:

To the contact address identified prior to downloading the Software

If to Intel:

Intel Corporation
2200 Mission College Blvd
Santa Clara, CA 95052
Attention: Intel Security Group Counsel

(B) Notices will be considered served when received by addressee or, if delivery is not accomplished by reason of some fault of the addressee, when tendered for delivery. Either Party may give written notice of a change of address and, after notice of such change has been received, any notice or request will be given to that Party at the changed address.

11.2 Export. You acknowledge that the Software, Documentation and all related technical information or materials is subject to export controls under the laws and regulations of the United States and any other applicable governments. You agree to comply with these laws and regulations governing export, re-export, import, transfer, distribution, and use of the Software, Documentation and all related technical information or materials. In particular, but without limitation, the Software, Documentation and all related technical information or materials may not be exported or re-exported (a) into any U.S. embargoed countries or (b) to any person or entity listed on a denial order published by the U.S. government or any other applicable governments. By using the Software, Documentation and all related technical information or materials, you represent and warrant that you are not located in any such country or on any such list. You also agree that you will not use the Software, Documentation and all related technical information or materials for any purposes prohibited by the U.S. government or other applicable governments' laws, including, without limitation, the development, design, manufacture or production of nuclear, missile, chemical or biological weapons. You confirm that the Software, Documentation and all related technical information or materials will not be

re-exported or sold to a third party who is known or suspected to be involved in activities including, without limitation, the development, design, manufacture, or production of nuclear, missile, chemical or biological weapons. You agree that Software, Documentation and all related technical information or materials subject to control under defense laws and regulations (e.g., the International Traffic in Arms Regulations ITAR) must not be transferred to non-U.S. persons, whether located in the U.S. or abroad, without a government license. You will indemnify Intel against any loss related to Your failure to conform to these requirements.

11.3 No Sublicensing, Assignment or Transfer.

- (A) You may not delegate, assign or transfer this Agreement, or any of Your rights and obligations under this Agreement, whether by contract, operation of law, acquisition, merger, consolidation, sale of all or substantially all of Your outstanding shares or assets, other changes in control, or any other event, and any attempt to do so will be a material breach of this Agreement and will be null and void. In addition, You may not sublicense, assign or transfer any Software, Documentation Confidential Information or any part of the Software, Documentation or Confidential Information or any right in this Agreement, whether by contract, operation of law, acquisition, merger, consolidation, sale of all or substantially all of a party's outstanding shares or assets, other changes in control, or any other event, to any third party temporarily (such as loaning, rental, licensing or timeshare) or permanently, except as expressly permitted under Section 2.1 or 2.2, without the prior written consent of Intel in each instance, which consent Intel may withhold in its sole discretion. Any attempted sublicense, assignment or transfer that is not expressly permitted under Sections 2 is without consent will be a material breach of this Agreement and will be null and void. Subject to the other provisions of this Section 11.4, this Agreement will bind and inure to the benefit of the Parties and their permitted successors and assigns.
- (B) You agree that this Agreement binds You and each of Your affiliates and the employees, agents, representatives and persons associated with any of them.

11.4 U.S. Government Contract Provisions. This Agreement is for Your temporary license of Software for Your internal use. No Government procurement regulation or contract clauses or provision will be considered a part of any transaction between the Parties under this Agreement unless its inclusion is required by statute, or mutually agreed upon in writing by the Parties in connection with a specific transaction. The technical data and computer Software covered by this license is a "Commercial Item," as that 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 under the terms and conditions in this Agreement. Use for or on behalf of the U.S. Government is permitted only if the party acquiring or using this Software is properly authorized by an appropriate U.S. Government official. This use by or for the U.S. Government clause is in lieu of, and supersedes, any other FAR, DFARS, or other provision that addresses Government rights in the computer Software or documentation covered by this license. All copyright licenses granted to the U.S. Government are coextensive with the technical data and computer software licenses granted in this Agreement. The U.S. Government will only have the right to reproduce, distribute, perform, display, and prepare derivative works as needed to implement those rights.

11.5 Force Majeure. Neither Party will be liable to the other Party for delay in performing its

obligations, or failure to perform any obligations under this Agreement, if the delay or failure results from circumstances beyond the control of that Party including but not limited to, any acts of God, governmental act, fire, explosion, accident, war, armed conflict, terrorist act or civil commotion. If there is a delay, the time for performance will be extended by the amount of time lost by reason of the delay; provided, however, should an event of force majeure described in this Section delay either Party's performance in any material respect for a period of more than 90 days, then the other Party will have the option, upon giving written notice, to terminate this Agreement or the relevant portion of this Agreement affected by the delay.

11.6 Waiver and Severability. If either Party fails to enforce at any time any of the provisions of this Agreement, or to exercise any election of options provided in this Agreement, that failure will not constitute a waiver of that provision or option, or affect the validity of this Agreement or any part of this Agreement, or the right of the waiving Party to enforce subsequently each and every provision. If any provision of this Agreement is held invalid or unenforceable, the remainder of the Agreement will continue in full force and effect.

11.7 Governing Law; Jurisdiction.

(A) The procedural and substantive laws of the State of Delaware, U.S.A., without regard to its conflicts of laws principles, will govern this Agreement. This Agreement is prepared and executed and will be interpreted in the English language only, and no translation of the Agreement into another language will have any effect. 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.

(B) The state and federal courts located in the State of Delaware will have exclusive jurisdiction of all disputes and litigation arising out of or related to this Agreement including, without limitation, matters connected with its performance. Each Party irrevocably submits to the personal jurisdiction of those courts and irrevocably waives all objections to such venue.

11.8 Entire Agreement. This Agreement, the Attachments and Non Disclosure Agreement contain the complete and exclusive statement of the agreement between the Parties and supersede all proposals, oral or written, and all other communications between the Parties relating to the subject matter of this Agreement. Only a written instrument duly executed by authorized representatives of Intel and You may modify this Agreement.

ATTACHMENT A

Description of Software specifically licensed under this Agreement is listed and maintained in the Intel SGX SW Collateral document.

The Description of Documentation is listed and maintained in the Intel SGX SW Collateral document.

Purpose: solely for internal evaluation and testing purposes and to develop Software Applications

Notwithstanding anything to the contrary elsewhere in this agreement, You may not distribute any portion of the Software or Documentation, and any Software Application may only be used for internal evaluation purposes and only for the term of this Agreement unless otherwise agreed in writing by Intel.