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9. GENERAL.

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

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

9.3 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 you consent to personal jurisdiction in those courts.

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

9.5 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.

9.6 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.

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

10. TERM; TERMINATION; SURVIVAL.

10.1 Term. This Agreement begins upon Your acceptance of its terms and continues until terminated under Sections 3 or 10.2.

10.2 Termination. Either party may terminate this Agreement, with 30 days written notice, at any time for any reason. This Agreement will automatically terminate upon (ai) Your breach of the Agreement, (b) an allegation that you do not have authority to bind your employer to these terms, or (c) Your assertion that an Intel Component, the Materials, or any product based on any Intel Components or the Materials infringes Your patents.

10.3 Effect of Termination. Upon termination of the Agreement, the licenses to You will immediately terminate and You must cease using the Materials and destroy all copies in your possession and direct Your subcontractors to do the same. Termination of this Agreement will not terminate the CNDA.

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