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13. GENERAL PROVISIONS.

13.1 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 non-disclosure agreements 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 purchase order, acknowledgement, invoice, or other 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 (e.g., “End User License Agreement for the Intel(R) Software (Version May 2018)); except that Intel may make changes to the Agreement as it distributes new versions of the Materials. When these changes are made, Intel will make a new version of the Agreement available on its website: https://software.intel.com/en-us/articles/end-user-license-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.

13.2 EXPORT. You acknowledge that the Materials and all related technical information are 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 Materials. In particular, but without limitation, the 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 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 Materials for any purposes prohibited by the U.S. government or other applicable governments, including, without limitation, the development, design, manufacture or production of nuclear, missile, chemical or biological weapons. You confirm that the 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.

13.3 GOVERNING LAW, JURISDICTION, AND VENUE. 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.

13.4 SEVERABILITY. The parties intend that if a court holds that any provision or part of this Agreement is invalid or unenforceable under applicable law, the court will modify the provision to the minimum extent necessary to make it valid and enforceable, or if it cannot be made valid and enforceable, the parties intend that the court will sever and delete the provision or part from this Agreement. Any change to or deletion of a provision or part of this Agreement under this Section will not affect the validity or enforceability of the remainder of this Agreement, which will continue in full force and effect.

* Other names and brands may be claimed as the property of others