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- D. For the avoidance of doubt, You may choose to, but You are not obligated to, provide Intel with Modified Models or Modified Pre-Release Models, and nothing in this Agreement imposes such an obligation on You.
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  - b. If You are a Non-Commercial User, you may publish Modified Models under a license agreement that contains at a minimum the terms provided in Exhibit B.

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## **9. PUBLICITY.**

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13.1. This Agreement becomes effective on the date you accept this Agreement and will continue until terminated or until the end of the limited Term (if applicable) as provided for in this Section.

13.2. If Licensed Materials provided to You contain a limited Term, then this Agreement terminates without notice on the last day of the limited Term for such Licensed Materials.

13.3. Either party may terminate this Agreement at any time for any reason with thirty (30) days' written notice. You may send any notice to Intel to Intel Corporation, 2200 Mission College Blvd., Santa Clara, CA 95054, Attn: [OISA] Legal Counsel.

13.4. Upon termination or expiration of this Agreement, You will immediately stop use of the Licensed Materials and promptly destroy the Licensed Materials and all copies. Sections 1, 3.3, 7, 8, 11, 12, 13.4, 15, and 16 will survive termination or expiration.

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- B. ***Exception for applicable Academic Institutions:*** If State law requires Your Academic Institution to only accept governing law in the State in which the Academic Institution is organized or operating in any agreement entered into, this Agreement and any dispute arising out of or related to it will be governed by the laws of the United States and the State in which the Academic Institution is organized and/or operates.

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16.3. Assignment. You may not delegate, assign or transfer this Agreement, the license granted or any of your rights or duties hereunder, expressly, by implication, by operation of law, by way of merger (regardless of whether You are the surviving entity) or acquisition, or otherwise without Intel's express prior written consent; and any attempt to do so, without Intel's express prior written consent, will be null and void. Intel may assign this Agreement, and its rights and obligations hereunder, in its sole discretion.

16.4. 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 NDA 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 writing



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- 16.5. Severability. In the event that any provision of this Agreement will be unenforceable or invalid under any applicable law or be so held by applicable court decision, such unenforceability or invalidity will not render this Agreement unenforceable or invalid as a whole, and, in such event, such provision will be changed and interpreted so as to best accomplish the objectives of such unenforceable or invalid provision within the limits of applicable law or applicable court decisions.
- 16.6. Export. You must: a) comply with applicable laws and regulations and obtain any necessary authorizations; b) not export, import, or transfer the software to any prohibited or sanctioned country, person, or entity; or c) not use the software for the development, design, manufacture, or production of nuclear, missile, chemical, or biological weapons.
- 16.7. Third Party Beneficiary. If You license a Simics model containing an Arc Core model, then Synopsys, Inc. is a third-party beneficiary of this Agreement with the right to enforce Your obligations relating to the Arc Cores.
- 16.8. PRIVACY NOTICE. YOUR PRIVACY RIGHTS ARE SET FORTH IN INTEL'S PRIVACY NOTICE, WHICH FORMS A PART OF THIS AGREEMENT. PLEASE REVIEW THE PRIVACY NOTICE AT [HTTP://WWW.INTEL.COM/PRIVACY](http://www.intel.com/privacy) TO LEARN HOW INTEL COLLECTS, USES AND SHARES INFORMATION ABOUT YOU.

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9. **U.S. GOVERNMENT RESTRICTED RIGHTS.** The technical data and computer software covered by this license is a "Commercial Item," as such 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 pursuant to the terms and conditions of this Agreement.
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11. **APPLICABLE LAWS.** 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. You may not Export the Software in violation of applicable export laws and regulations.
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