SOFTWARE AND SERVICES LICENSE AGREEMENT

This SOFTWARE AND SERVICES LICENSE AGREEMENT (the "Agreement") is made and entered into effective as of the date of the last signature on the signature page (the "Effective Date") by and between Intel Corporation, a Delaware corporation having its principal place of business at 2200 Mission College Boulevard, Santa Clara, California 95054, USA ("Intel") and the party identified on the signature page ("You" or "Company"). 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, 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 "**Control**" means the ability, whether directly or indirectly, to direct the affairs of another by means of ownership, contract or otherwise.

   1.3 "**Customer Data**" means all Your data processed by Intel through the Services.

   1.4 "**Documentation**" means the user manuals and other written materials that describe the Software or Services and their operation and matters related to their use 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 that Intel provides in connection with this Agreement. For avoidance of doubt, without limitation, this includes the SGX Licensee Guide, which Intel may update in its sole discretion from time to time.

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

   1.6 "**Intel's Access List Services**" means Intel's services of maintaining an access list of authorized keys in connection with SGX enclaves.

   1.7 "**Licensed Patent Claims**" means the claims of Intel's patents that are necessarily and directly infringed by the Software and/or by the use of the Services that are authorized in Section 2.1(B), Section 2.2 and Section 2.3 when the Software and the Services are in their unmodified form as delivered by Intel to You and not modified or combined with anything else (except the combination of the Software and the Services). Licensed Patent Claims are only those claims that Intel can license without paying, or getting the consent of, a third party.

   1.8 "**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.

   1.9 "**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).

1.10 "**Redistributables**" means the software listed in the following text files that may be included in the Software: clredist.txt, credist.txt, fredist.txt, redist.txt, and redist-rt.txt.

1.11 "**Services**" means Intel's Access List Services and the SGX Services.

1.12 "SGX **Services**" means the services that Intel provides in connection with SGX that are described at https://software.intel.com/en-us/sgx/attestation-services (or such other site as provided by Intel). For clarity, such SGX Services are the same "SGX Services" as referenced in the Terms of Use described in Section 2.3 of this Agreement.

1.13 "**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.

1.14 "**Software Application**" means the program or set of programs identified by You on Attachment A as Your software applications that incorporate or employ all or a part of the Software.

1.15 "**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.

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

1.17 "**Feedback**" means Your requirements, inputs, comments, responses, opinions and errata, whether oral or written, concerning the Software, Services, or Documentation and Your technical system requirements for Intel to include, at its sole discretion, in the Software or Services definition, design or validation.

2. LICENSE GRANT

2.1 Software License Grant. Intel hereby grants You, a perpetual (subject to termination as set forth in this Agreement), non-transferable, non-exclusive, personal, non-sublicensable (except for distribution rights granted in Section 2.1(A)(3) and 2.1(B)(3)), 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 of internal evaluation, testing and development of the Software Application; provided, however, that this license may be exercised only by Your employees and only within Your facilities; and

(2) modify any portions of the Software that are provided in Source Code form or are defined as Redistributables and provided in text form; provided however, that this license may be exercised only by You or Your employees and only within Your facilities; and

(3) publicly perform, display and distribute (directly and through distributors, resellers and other channel partners) or otherwise make publicly available the Redistributables, and Your modifications to the Redistributables made pursuant to Section 2.1(A)(2), or any portions thereof, subject to the following restriction:

(i) any distribution of Redistributables must only be in Executable Code and only as integrated with or accompanying the Software Application; and

(4) copy Documentation as is reasonably necessary for You to exercise Your license rights under Sections 2.1 and 2.2; and

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

(1) make copies of the Software internally only; and

(2) use the Software internally only; and

(3) offer to distribute, and distribute, but not sell, the Redistributables only as part of the Software Application, but only to the extent necessary to exercise the copyright license to such Redistributables granted in Section 2.1(A) above provided, however, that this license under Intel's Licensed Patent Claims does not and will not apply to any modifications to, or derivative works of, the Software or Redistributables, whether made by You, Your customer (which, for all purposes under this Agreement, will mean either a customer or a distributor), or any third party, even if the modification and derivative works are permitted under 2.1(A)(2).

2.2 Intel's Access List Services License Grant. Intel hereby grants You a perpetual (subject to termination as set forth in this Agreement), personal, non-transferable, non-exclusive, non-sublicensable, limited right and license under Intel's Licensed Patent Claims to use or access Intel's Access List Services.

2.3 Terms of Use for SGX Services; Intel's Privacy Notice; and Licensee, End User and Customer Agreements. You hereby agree to the Terms of Use for Intel® SGX Services at https://api.portal.trustedservices.intel.com/termsAndConditions (or such other site as provided by Intel) (the "Terms of Use") and Intel's Privacy Notice at https://www.intel.com/content/www/us/en/privacy/intel-privacy-notice.html (or such other site as provided by Intel) ("Intel's Privacy Notice"). These Terms of Use and Intel's Privacy Notice also apply to this Agreement, to any personal data (such as name and contact details), and to the activities under this Agreement. You will ensure that all licensees, end users and customers agree to the following: (A) agreements that include disclaimers of all liabilities and disclaimers of all warranties (to the maximum extent permitted by law) for the benefit of Intel; (B) the Terms of Use and Intel's Privacy Notice; and (C) agreements that include representations and warranties that such licensees, end users and customers will comply with all applicable laws, statutes, regulations, rules, ordinances, codes, and standards, including but not limited to any human rights laws, laws against espionage and spying, and any privacy, data protection, and export laws of the U.S., outside of the U.S., and under international law (including but not limited to in connection with the Software, Services and Documentation).

2.4 Limitations.

(A) All rights, title and interest in and to the Software, Services, and Documentation are and will remain the exclusive property of Intel. Unless expressly permitted under Sections 2.1, 2.2, 2.3 or 2.6, You will not and will not allow any third party to:

(1) use, access, or copy the Software, Services, or Documentation;

(2) use the Services to store or transmit infringing, unsolicited marketing emails, libelous, or otherwise objectionable, unlawful or tortious material, or to store or transmit material in violation of third-party rights;

(3) interfere with or disrupt the integrity or performance of the Services;

(4) attempt to gain unauthorized access to the Services or their related systems or networks;

(5) modify, adapt, enhance, change or create derivative works from the Software or otherwise attempt to derive the Software's Source Code;

(6) disassemble, decompile, or reverse engineer the Software or Services;

(7) sell, resell, rent, provide access to, facilitate the use by, or lease the Software or Services to third parties;

(8) use the Software, Services or Documentation for spying activities or to exploit security vulnerabilities (in contrast to fixing or eliminating security vulnerabilities); or

(9) use the Software, Services or Documentation in violation of human rights laws, laws against espionage and spying, or any privacy, data protection, or export laws of the U.S., outside of the U.S., or under international law.

(B) The consideration under this Agreement is only for the licenses that Intel expressly grants to You in Section 2.1 and under Sections 2.2 and 2.3. 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 deemed 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, Services, or Documentation, by implication, estoppel or otherwise, except for the licenses expressly granted in Sections 2.1, 2.2 and 2.3. Specifically, except for the licenses that Intel expressly granted You in Sections 2.1, 2.2 and 2.3, Intel grants no licenses or other rights, expressly or by implication, estoppel or otherwise, to:

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

(2) make, use, sell, offer for sale, or import the Services;

(3) excepting the Services, 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 or the Services in their original, unmodified, and uncombined forms. The consideration for the licenses 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 (excluding combinations made by You of the Software with the Services), the Software (or Services) that You or third parties make that infringe any Intel patent claim.

2.5 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.

2.6 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 or Documentation, to any license obligations of the Open Source Software.

3. **FURTHER LICENSEE RESPONSIBILITIES AND OBLIGATIONS**

   3.1 **SGX Licensee Guide**. You must maintain compliance with all requirements set forth in the SGX Licensee Guide. The SGX Licensee Guide is available here: https://software.intel.com/en-us/license/intel-software-guard-extensions-licensee-guide.

   3.2 **Customer Data**. All Customer Data processed by Intel through the Services remains the Sole Property of You as between Intel and You. You grant Intel the right to access, use and process the Customer Data as necessary to perform its obligations under this Agreement. Customer Data may be collected, transferred to, and processed in locations outside of the United States.

   3.3 **Privacy.** Intel is committed to respecting privacy. All Customer Data processed by Intel through the Services is subject to Intel's Privacy Notice. To learn more about Intel's privacy practices and for a copy of Intel's Privacy Notice, please visit http://www.intel.com/privacy.

   3.4 **Services-Related Responsibilities.** You (i) are solely responsible for the Customer Data and all activity in its account in the Services; (ii) are solely responsible for ensuring that You have the right to use, transmit and store all Customer Data; and (iii) may use the Services only in accordance with applicable law.

   3.5 **Suspension of SGX Enclave Access.** You acknowledge and agree that Intel has the right to immediately suspend Your use of an SGX enclave by removing Your authorization from Intel's access list of authorized keys if: (i) You fail or if in good faith Intel believes that You fail to comply in any way with any of the requirements set forth in the SGX Licensee Guide; or (ii) Intel in its reasonable discretion determines it reasonable or necessary in order to comply with applicable laws or legal requests; or (iii) Intel reasonably believes such suspension to be reasonably prudent or necessary. Upon any such suspension, Intel will take reasonable steps to provide You with prompt, written notice of the suspension and the reason for such suspension. If You object to such suspension, You may respond in writing to set forth in reasonable detail the reasons why You object to the suspension. If a dispute arises regarding the appropriateness of any suspension, senior managers from each Party will negotiate in good faith and attempt to resolve such dispute. If such senior managers are unable to resolve such dispute within 5 business days, then the Parties will refer such dispute to an executive of each Party. If such executives are unable to resolve such dispute within 10 business days, then (and only then) either Party may pursue another available recourse.

4. **FEES**

   4.1 Intel grants the licenses associated with Software (under Section 2.1 of this Agreement) and Services (under Section 2.2 and Section 2.3 of this Agreement) for no fee.

5. **TERM; TERMINATION**

   5.1 **Term.** The term of this Agreement is one (1) year from the Effective Date (the "Initial Term"), and the Agreement will automatically renew for subsequent one (1) year terms (each, a "Renewal Term") thereafter unless either Party terminates for convenience or cause pursuant to Section 5.2 or Section 5.3.

   5.2 **Termination.** Intel may terminate this Agreement:

(A) immediately, if You breach any provision of Sections 2, 3 or 8; or

(B) 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

(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 Termination for Convenience. Either You or Intel may terminate this Agreement for any reason or for no reason at each anniversary of the Effective Date, upon prior written notice to the other Party thirty (30) days prior to such anniversary.

5.4 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, 2.4, 3, 4, 5.4, 6, 8, 9, 10 and 11 will survive expiration or termination of this Agreement.

6. FEEDBACK

You are not obligated to provide any Feedback to Intel. 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, reproduce, disclose, prepare derivative works of, distribute and exploit Feedback provided by You to Intel in any way that Intel decides.

7. EQUIPMENT; SUPPORT

7.1 Any equipment that may be provided in association with the Software, Services, or Documentation will be provided to You under a separate agreement.

7.2 Notwithstanding any other provision in this Agreement or anywhere else (including Intel's web sites), Intel is not obligated to provide or make available any Services (or any service levels or any "service level agreement") and is not obligated to maintain or support the Software, Services, or Documentation, or to perform any maintenance or other services.

7.3 You are directed to access Intel's webpage, http://software.intel.com/en-us/sgx, for basic FAQs and other Intel product resources relating to the Software. The performance of any support or other services by Intel related to the Software, and any associated fees, must be separately agreed in writing.

7.4 Intel may, at its sole discretion, provide or choose not to provide any Services. Intel may make changes to, or discontinue, the Services (or items referenced therein) or their APIs at any time

without notice. Intel may provide support services, updates, or training for the Services or their APIs, but is not obligated to do so.

8.   CONFIDENTIAL INFORMATION; NO PUBLICITY

8.1 Non-Disclosure Agreements.   The Parties have entered into the Corporate Non-Disclosure Agreement (CNDA) identified on the signature page.   Unless the Parties agree otherwise in writing, all Confidential Information that either Party discloses in the course of performance under this Agreement will be subject to the terms set forth in the CNDA, as may be supplemented by the provisions of this Section 8.   The terms of the CNDA will govern in all conflicts between this Agreement and the CNDA (except as set forth in Section 8.2 below).   The existence of this Agreement and its contents are the Confidential Information of both Parties.

8.2 No Publicity.   Without having obtained the other Party's prior written consent or as otherwise provided in Section 8.3 below, and notwithstanding anything to the contrary in the CNDA, neither Party will:

(A) use the other's name or trademarks for any external or public purpose (except as permitted under applicable law); or

(B) disclose the existence of this Agreement, the relationship created by this Agreement, or any of its details to any third party (except to affiliates as permitted in the CNDA).

8.3 Permissible Disclosures.   A Party may disclose the existence of this Agreement, the relationship created by this Agreement, and any of its details only to the extent necessary:

(A) pursuant to a valid judicial or governmental order or as required by applicable law, provided that, before such disclosure, the Party compelled to disclose: (i) notifies the other Party of the requirement to disclose; and (ii) cooperates in efforts between the Parties to seek a protective order or otherwise avoid or minimize the disclosure; or

(B) in connection with obtaining services from their respective legal counsel, accountants, bankers, auditors, agents, consultants, service providers, and financing sources provided these third parties are bound by confidentiality restrictions at least as restrictive as the Corporate Non-Disclosure Agreement.

8.4 Remedy.   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 WARRANTIES

9.1   THE SOFTWARE, SERVICES, AND DOCUMENTATION ARE PROVIDED, AND THE ACCESS LIST OF AUTHORIZED KEYS IS ADMINISTERED (INCLUDING WITHOUT LIMITATION SCHEDULING, INCLUSION, EXCLUSION, AND UPDATING) "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.

9.2 INTEL MAKES NO WARRANTY OF ANY KIND, WHETHER WRITTEN, ORAL, IMPLIED OR STATUTORY, WITH RESPECT TO THE SOFTWARE APPLICATION; THE WAY INTEL'S SOFTWARE MAY AFFECT THE SOFTWARE APPLICATION, INCLUDING THE WAY THE SOFTWARE APPLICATION LOADS, EXECUTES OR PERFORMS, OR FAILS TO LOAD, EXECUTE OR PERFORM.

9.3 THE SERVICES MAY BE INTERRUPTED OR CONTAIN AN ERROR. WHILE INTEL TAKES REASONABLE PHYSICAL, TECHNICAL AND ADMINISTRATIVE MEASURES TO SECURE THE SERVICES, INTEL DOES NOT GUARANTEE THAT THE SERVICES CANNOT BE COMPROMISED.

9.4 INTEL DOES NOT CONTROL THE FLOW OF DATA IN CONNECTION WITH THE SERVICES, AND THIRD PARTIES MAY BE ABLE TO IMPAIR OR DISRUPT THE PERFORMANCE OF THE SERVICES. WHILE INTEL USES COMMERCIALLY REASONABLE EFFORTS TO AVOID SUCH EVENTS, INTEL CANNOT GUARANTEE THAT SUCH EVENTS WILL NOT OCCUR. AS A RESULT, INTEL DISCLAIMS ALL LIABILITY RELATED TO SUCH EVENTS.

10. LIMITATION OF LIABILITY

10.1 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, Services, or Support furnished under this Agreement will not exceed $100, regardless of whether or not 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.

10.2 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 or not Intel has advance notice of the possibility of such damages.

10.3 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 required or permitted notices and consents must be in writing and will be considered delivered (A) when received if delivered by hand, (B) the next business day after being sent by pre-paid, nationally-recognized, overnight air courier with tracking capabilities, (C) 10 business days after being sent by registered or certified airmail, return receipt required, postage prepaid, and (D) when sent, if sent during the recipient's normal business hours (or on the recipient's next business day, if not sent during normal business hours) by confirmed facsimile to the facsimile number (if any) set forth below (provided that a copy of the notice is concurrently sent pursuant to one of the methods in subsections (A) or (B)). For purposes of

this Section, a "business day" is any day other than a Saturday, a Sunday, or a national or U.S. state public or bank holiday in the country of the sender or the recipient. A Party may deliver written notice of a change of address and any notices must thereafter be given at the changed address. Unless changed, all notices must be addressed as follows:

If to You: To the contact address set forth on the signature page.

If to Intel:

Intel Corporation
2200 Mission College Blvd
Santa Clara, CA 95054
Fax: 408-765-6016
Attn: General Counsel
Reference ID: Platform Security Division Counsel

With a copy to:
Intel Corporation
Post Contract Management, M/S FM3-78
1900 Prairie City Road
Folsom, CA 95630

11.2 **Export.** You acknowledge that the Software and Documentation may be 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 and Documentation. You also agree that You will not use, distribute or export the Software or Documentation 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.

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, Services, Documentation, or Confidential Information or any part of the Software, Services, 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, 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 Section 2 is without consent and will be a material breach of this Agreement, and will be null and void. Subject to the other provisions of this Section 11.3, 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 your employees, agents, and representatives.

11.4 **U.S. Government Contract Provisions.** This Agreement is for Your temporary license of Software and Services 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 clause concerning use by or for the U.S. Government is in lieu of, and supersedes, any other FAR, DFARS, or other provision that addresses Government rights in the computer Software, Services or Documentation covered by this Agreement. 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 the other Party, 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) This Agreement and any dispute arising out of or relating to it will be governed by the laws of the United States and Delaware, without regard to conflict of laws principles. You represent and warrant that Your signing of this Agreement and performing this Agreement will not violate any laws, rules, ordinances or regulations applicable in any jurisdiction applicable to 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. Neither party will contest the validity or enforceability of this Agreement on this basis. 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 sitting in Delaware will have exclusive jurisdiction over any dispute arising out of or relating to this Agreement. The Parties consent to personal jurisdiction and venue in those courts. A Party that obtains a judgment against the other Party in the courts identified in this section may enforce that judgment in any court that has jurisdiction over the Parties.

11.8 Compliance With Laws and Rules. You represent and warrant that You will comply with all applicable laws, statutes, regulations, rules, ordinances, codes, and standards, including but not limited to any human rights laws, laws against espionage and spying, and any privacy, data protection, and export laws of the U.S., outside of the U.S., and under international law (including but not limited to in connection with the Software, Services and Documentation).

11.9 Entire Agreement. This Agreement, the Attachments, the SGX Licensee Guide, and Non-Disclosure Agreement(s) 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.

The Parties have executed this Agreement as of the Effective Date.

[SIGNATURE PAGE FOLLOWS]

SIGNATURE PAGE FOR
SGX SOFTWARE AND SERVICES LICENSE AGREEMENT

FOR INTEL CORPORATION   FOR _____
                                               ("COMPANY")

Signed: _____   Signed: _____

Print: _____   Print: _____

Title: _____   Title: _____

Date: _____   Date: _____

                                               Address for Notices:

                                               Non-Disclosure Agreement
                                               Reference Number:

                                               Technical Contact:

                                               Name:

                                               Email:

ATTACHMENT A

Description of Software specifically licensed under this Agreement:

- Intel® SGX SDK for Windows (zip file)
- Intel SGX Platform Software (PSW) for Windows
- Intel SGX SDK for Windows
- SSL Add-On for the Intel SGX SDK for Windows
- Intel SGX PSW Release Notes for Windows
- Intel SGX SDK Installation Guide for Windows
- Intel SGX SDK Release Notes for Windows
- Intel SGX SDK User's Guide for Windows
- Intel SGX Enclave Writer's Guide

Identification/description of Your Software Application(s):