DOCUMENTATION LICENSE AGREEMENT

IMPORTANT - READ BEFORE DOWNLOADING OR USING.

Do not use or load the Documentation from this disk or site until carefully reading the following terms and conditions. By loading or using the Documentation, Company agrees to the terms of this License Agreement ("Agreement"). If you do not wish to agree, do not download or use the Documentation.

- 1. Intellectual Property Ownership and Licenses. This Agreement does not change the ownership of Intel's technology or intellectual property rights. Subject to the licenses granted by Intel pursuant to Section 2, all right, title and interest in and to the Intel Documentation are, and shall at all times remain, Intel's sole and exclusive property.
- 2. License from Intel. Intel grants to Company and its Affiliates, under Intel copyrights and those of its licensors, a worldwide, non-exclusive, non-transferable, royalty-free, fully-paid up, perpetual, irrevocable (unless terminated for Company's material default) license, with the right to sublicense: to have copied, create derivatives of, modify, and distribute the Documentation and derivatives thereof, in whole or in part, by any means now known or developed in the future; provided however, that Company's right to distribute the Intel Documentation shall be restricted to uses intended to support Intel® Optane™ DC persistent memory products.

Either party may terminate this Agreement for any reason upon thirty (30) days prior written notice to the other party. Either party may terminate this Agreement immediately upon notice to the other party in the event the other party is in material breach of any license terms in this Agreement

- 3. No Warranty. INTEL DISCLAIMS ALL WARRANTIES OF ANY KIND INCLUDING ALL EXPRESS, IMPLIED AND STATUTORY WARRANTIES, AND ALL CONDITIONS OF MERCHANTABILITY, FITNESS FOR PARTICULAR PURPOSE, AND ANY WARRANTY OF NON-INFRINGEMENT OF ANY INTELLECTUAL PROPERTY OF ANY THIRD PARTY IN CONNECTION WITH ANY INTEL DOCUMENTATION PROVIDED UNDER THIS AGREEMENT. ALL INTEL DOCUMENTATION IS DELIVERED AS-IS, WITH ALL FAULTS.
- 4. Disclaimer of Liability. IN NO EVENT WILL INTEL HAVE ANY LIABILITY TO COMPANY FOR ANY DAMAGES WHATSOEVER (INCLUDING WITHOUT LIMITATION LOST PROFITS OR BUSINESS) ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, EVEN IF INTEL HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSSES OR DAMAGES.
- 5. Miscellaneous.
 - 5.1 Governing Law and Jurisdiction. The laws of the State of Delaware, without regard to its principles of conflict of laws, will govern any disputes between the parties. All disputes and litigation arising out of or related to this Agreement, will be subject to the exclusive jurisdiction of the courts of the State of Delaware or of the federal courts sitting there. Each party irrevocably submits to the personal jurisdiction of those courts and irrevocably waives all objections to venue there.
 - **5.2 Entire Agreement and Modifications**. The terms and conditions of this Agreement constitute the entire agreement between the parties with respect to the subject matter hereof. Modifications to this Agreement must be in a writing signed by an authorized representative of each party.
 - **5.3 Waiver and Severability.** Failure by any party to enforce any term of this Agreement will not constitute a waiver of future enforcement of that or any other term in this Agreement or any other agreement in place between the parties.