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The Parties, in consideration of the mutual covenants contained in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which they acknowledge, and intending to be legally bound, agree as follows:

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"Affiliate" means any entity controlling, controlled by or under common control with a Party hereto, where "control" means the direct or indirect ownership of more than fifty percent (50%) of such entity's capital or equivalent voting rights. An entity will be deemed an "Affiliate" only as long as such control exists during the term of this Agreement.

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(B) You will be liable for Your Affiliate's breach of these terms. In addition, You acknowledge that Your Affiliates are beneficiaries of the licenses granted by Intel under Section 2.

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12. GOVERNING LAW AND JURISDICTION. This Agreement and any dispute arising out of or relating to it will be governed by the laws of the U.S.A. and Delaware, without regard to conflict of laws principles. The Parties exclude the application of the United Nations Convention on Contracts for the International Sale of Goods (1980). The state and federal courts sitting in Delaware, U.S.A. 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.

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18. WAIVER. The failure of a Party to require performance by the other Party of any provision hereof will not affect the full right to require such performance at any time thereafter; nor will waiver by a Party of a breach of any provision hereof constitute a waiver of the provision itself.

19. PRIVACY. 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.