

INTEL NEUROMORPHIC RESEARCH COMMUNITY EVALUATION/ACCESS LICENSE AGREEMENT

INTEL CORPORATION _____ (“Participant”)
(on behalf of itself and its Affiliates, “Intel”) _____ (Address)
2200 Mission College Blvd. _____
Santa Clara, CA 95054 _____

Effective Date:

Expiration Date:

EXHIBITS. The Exhibits below are attached hereto and incorporated by reference.

Exhibit A: Licensed Technology

Exhibit B: Intel’s Remote Access Evaluation Loihi Program- Terms of Use

1. **PURPOSE.** Intel desires to provide the technology and related materials identified in Exhibit A (the “**Licensed Technology**”), as may be updated from time to time, to Participant for evaluation either directly or via remote access pursuant to Exhibit B. Intel is providing Participant with the Licensed Technology to enable Participant to work with the Licensed Technology and provide Feedback to Intel.. Intel is entering into this Evaluation License Agreement (“the Agreement”) on behalf of itself and its Affiliates and “**Affiliate**” means a person or entity that directly, or indirectly through one or more intermediaries, controls, or is controlled by, or is under common control with, a party to this Agreement.
2. **LICENSE GRANTS.**
 - 2.1. Intel grants to Participant a non-exclusive, royalty-free, fully paid-up, worldwide license under Intel’s intellectual property rights, during the Term, to use, import, display, and reproduce the Licensed Technology for any purpose related to evaluating the Licensed Technology.
3. **NO IMPLIED LICENSE.** Except as otherwise expressly stated in this Agreement, nothing contained in this Agreement will be construed to grant either party any license, by implication, estoppel, or otherwise, to any intellectual property of the other, including trademarks, copyrights, patents, or trade secrets.
4. **OWNERSHIP OF LICENSED TECHNOLOGY.**
 - 4.1. Title to the Licensed Technology will remain with Intel.
5. **EXPORT.** Participant will not export, re-export, divert, transfer or disclose, directly or indirectly, the Licensed Technology and any related technical information or materials without complying strictly with all legal requirements including, without limitation, obtaining the prior approval of the U.S. Department of Commerce and, if necessary, other agencies or departments of the U.S. Government. Upon Participant’s written request, Intel will provide Participant with information regarding the export classification of the Licensed Technology that may be necessary to assist Participant to comply with this provision.
 - 5.1. Participant shall not subject the Licensed Technology to testing activities that relate to the ability of the Licensed Technology to function at radiation levels exceeding those experienced under typical terrestrial operating conditions.

6. TERM; SURVIVAL.

- 6.1. The term of this Agreement begins on the Effective Date and ends on the Expiration Date (the “**Term**”). The Term of this Agreement may be extended by a written agreement signed by authorized representatives of each party.
- 6.2. Termination Without Cause. Intel is permitted to terminate this Agreement at any time for its sole convenience by giving thirty days (30) prior written notice of termination to Participant. Unless specified otherwise in Intel’s notice of terminations, Participant must immediately stop all work previously authorized.
- 6.3. Upon expiration of this Agreement, Intel will terminate Participant’s access to any Licensed Technology accessed remotely and Participant will return to Intel all copies of the Licensed Technology directly provided by Intel or certify their destruction.
- 6.4. Sections 4, 5, 6.4 7, 8, 9, 10, 11 and 12 will survive expiration or termination of this Agreement by either party for any reason.

7. CONFIDENTIALITY.

- 7.1. Intel and Participant may choose, from time-to-time, in connection with work contemplated under this Agreement, to disclose confidential information to each other; all such disclosures must be in writing and marked as confidential information (“Confidential Information”). The parties will use reasonable efforts to prevent the disclosure to unauthorized third-parties of any Confidential Information of the other party and for five (5) years after the disclosure of the Confidential Information; provided that the receiving party’s obligations hereunder will not apply to information that is:

(a) rightfully in the public domain other than by a breach of this Agreement or of a duty to the disclosing party;

(b) rightfully received from a third-party without any obligation of confidentiality;

(c) rightfully known to the receiving party without any limitation on use or disclosure prior to its receipt from the disclosing party;

(d) independently developed by employees of the receiving party; or

(e) generally made available to third-parties by the disclosing party without restriction on disclosure.

Any information that is transmitted orally or visually, in order to be protected hereunder, will be identified as such by the disclosing party at the time of disclosure, and identified in writing to the receiving Party, as Confidential Information, within thirty (30) days after such oral or visual disclosure. Confidential Information provided by Intel may be used by the Participant solely for the purpose of evaluating the Licensed Technology, as set forth in this Agreement. No other use of Intel Confidential Information is authorized. Disclosure of Intel Confidential Information in accordance with the licenses granted in Section 2 (License Grants) is not a breach of this Section 7.

- 7.2. Neither party may use the other party’s name in any publication, advertisement, or press release, without the other party’s prior written consent. Except as required by law, neither party may make any press release or other public statements in connection with this Agreement, without first obtaining prior written approval of the other party. All statements by the parties must describe the scope and nature of their participation accurately and appropriately, be limited to statements of fact, and will not imply endorsement of products or services.

- 7.3. Where Participant provides Intel with Feedback and Intel incorporates that Feedback in its products, Participant grants to Intel and Intel accepts, a worldwide, non-exclusive, perpetual, irrevocable, royalty-free, transferable license, with the right to sublicense, under Participant's intellectual property rights to the Feedback to incorporate or otherwise utilize Feedback as provided by Participant to Intel. "Feedback" means any performance remarks, feature suggestions, requirements, inputs, suggestions, comments, responses, opinions, feedback, errata, or improvements concerning the Licensed Technology provided by Intel under this Agreement.
- 7.4. The Participant will inform Intel of Results obtained from using the Licensed Technology in the course of research. The Participant owns the Results and hereby grants Intel a worldwide, non-exclusive, fully paid up license, under Participant's intellectual property rights to the Results to enable Intel to use, import, display, and reproduce the Results for Intel's evaluation and internal use purposes. "Results" means all information, contributions (whether oral or written) or other communication to Intel with respect to Intel's Licensed Technology which are created out of the performance of the research, as compiled and delivered by Participant to Intel under the Agreement. For avoidance of doubt, Results includes, but is not limited to, software prototypes or algorithms developed by Participant, during the course of research, using Intel's Licensed Technology or other software tools made available by Intel for Intel's Loihi chip.
8. **NO OTHER OBLIGATIONS OR LIMITATIONS.** Notwithstanding anything to the contrary in this Agreement or any other documents, Participant is not obligated to pay for, use, or assist Intel in commercializing the Licensed Technology, or to enter into any further agreements with Intel. This Agreement does not obligate Participant to provide any products to Intel. Intel acknowledges that Participant performs and has performed independent development in the same technical field as the Licensed Technology. Nothing in this Agreement will in any way limit Participant from undertaking similar efforts or discussions with third parties, or from freely assigning its employees and contractors within Participant, pursuing independent development, sale, and marketing of technology similar to the Licensed Technology, or implementing independently developed enhancements or updates to Participant's products or methodologies discovered while using the Licensed Technology.
9. **PUBLICATION.** It is possible that Participant and Intel will publish the results of this evaluation using the Licensed Technology jointly. Nonetheless, each party reserves the right to publish its results separately. Prior to any publication concerning the results of this evaluation, Participant will furnish Intel with a written copy of any proposed publication or presentation at least thirty (30) days in advance of the proposed publication or public presentation. Intel will have the right to request the deletion of any Intel Confidential Information included in the proposed publication, or that portions thereof be rewritten so as to protect Intel's confidentiality within fifteen (15) days of receipt of the proposed publication. If Intel does not notify Participant within fifteen (15) of receipt of the proposed publication that it contains Intel Confidential Information, Participant is free to publish such proposed publication.
10. **WARRANTY.** Intel represents and warrants that it is the owner or a licensee of all intellectual property rights embodied in the Licensed Technology, and that Intel has sufficient rights to grant the licenses under this Agreement.
11. **LIMITATION OF LIABILITY.** Except for the parties' obligations under Section 7 (Confidentiality) , in no event will either party be liable under this Agreement for any punitive damages, or any indirect, incidental, consequential, or special damages, irrespective of whether those damages were foreseeable or a party had advance notice of the possibility of those damages. Without limitation, this Section excludes liability for any damages arising from loss of profits, loss of use, injury to goodwill, or loss of business.
12. **GENERAL.**
- 12.1. **Entire Agreement.** This Agreement, and any amendments to this Agreement, contain the complete and exclusive agreement and understanding between the parties concerning the subject matter of this Agreement, and supersede all prior and contemporaneous agreements, understandings, and communications, oral or written, between the parties relating to the same subject matter. Except as expressly provided in Section 7.1, 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 according to their terms.

- 12.2. **Amendments and Waivers.** No amendment, modification, or waiver to this Agreement will be effective unless specified in writing and signed by authorized representatives of each party (or in the case of waivers, by the party agreeing to the waiver). A party's failure or delay in enforcing any provision of this Agreement will not operate as a waiver.
- 12.3. **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 or part to the minimum extent necessary to make it valid and enforceable, or if it cannot be made valid and enforceable, the court will sever and delete the provision or part from this Agreement. Any change to or deletion of any invalid or unenforceable provision will not affect the validity or enforceability of the remainder of this Agreement, which will continue in full force and effect.
- 12.4. **Dispute Resolution.**
- A. Subject to Section 12.4(B), any dispute arising out of or relating to this Agreement, whether based on contract, tort, or any other legal or equitable theory, will be resolved as follows: Upon notice by either party of a dispute, senior management for each party will meet and seek a resolution. If the parties do not resolve the dispute within 45 days from the initial notice, either party may demand non-binding mediation. The mediation will occur before an impartial mediator (mutually agreed either by the parties or by their respective impartial nominators, if the parties cannot agree) who will conduct a one-day, non-binding mediation session that will take place within 30 days from the date of the mediation demand. If the dispute remains unresolved 60 days after the mediation demand, either party may then begin litigation proceedings.
- B. Either party at any time may seek an injunction or other equitable remedies against the other party for misappropriation of trade secrets or breach of confidentiality obligations without complying with the dispute resolution process in Section 12.4(A).
- 12.5. **Governing Law.** 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, in the absence of an applicable United States law, the laws State of Delaware, without reference to conflict of laws principles.
- 12.6. **Jurisdiction.** 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 jurisdiction of the Federal Courts of the United States.
- 12.7. **Notices.** All notices and consents required or permitted to be given under this Agreement must be in writing and notices 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, and (C) 5 business days after being sent by registered or certified airmail, return receipt required, postage prepaid. All notices must be addressed as follows:

If to Participant:

If to Intel:

Intel Corporation
2200 Mission College Blvd
Santa Clara, CA 95054
Attn: General Counsel
Reference ID: Clarita Uchendu, Labs Legal

With a copy to:

Intel Corporation
Post Contract Management, M/S FM3-78
1900 Prairie City Road
Folsom, CA 95630

A party may give written notice of a change of address and, after notice of the change has been delivered, any notices will thereafter be given to the party at the changed address.

- 12.8. **Assignment.** Neither party may assign any rights or delegate any duties under this Agreement, in whole or in part, whether by contract, operation of law or otherwise, without the prior written consent of the other party. Any attempt to assign any rights, duties, or obligations without the other party's written consent will be a material breach of this Agreement and will be null and void. Notwithstanding the restriction on assignment or delegation in this Section, Intel may assign or delegate all or any of its rights or obligations under this Agreement to any Affiliate of Intel Corporation worldwide. This Agreement will bind and inure to the benefit of the respective parties and their permitted successors and assigns.
- 12.9. **Counterparts and Electronic Signatures.** This Agreement may be executed in any number of counterparts and each counterpart will constitute an original, but all counterparts when taken together will constitute one and the same agreement. An executed signature page that is sent by facsimile, .pdf file, or other electronic means will constitute an original signature for all purposes.

Each party has executed this Agreement on the date indicated below, to be effective on the Effective Date.

PARTICIPANT

INTEL CORPORATION

Signature

Signature

Printed Name

Printed Name

Title

Title

Date

Date

EXHIBIT A

LICENSED TECHNOLOGY

Intel will provide the following to Participant:

- Hardware:
 - o Loihi Development System(s) via direct access and/or remote network access which includes:
 - Intel Loihi 1 Chips on Intel development systems
 - Intel Loihi 2 Chips on Intel development systems
- Software:
 - o The Nx SDK Software Development Kit for Loihi 1 which includes:
 - Python code and various compiled software components enabling users to program Loihi Chips.
 - o The Lava Software Framework for Loihi 2 which includes:
 - Instructions to access/install open-source components
 - Proprietary lava-loihi extension module, providing compiler, runtime and application components to integrate Loihi 2 backend into open-source Lava framework
 - Proprietary NxCore Loihi 2 software interface consisting of Python code and various compiled software components to connect lava-loihi extension module to Loihi 2 hardware.
- Documentation, tutorials and examples.

Loihi USB Form Factor:

The Loihi USB Form Factor is a Loihi system in an approximately 1" x 3" x 0.5" form factor, interfaced with and powered by USB. It includes a MAX 10 FPGA for connectivity and simple logic, as well as the capability to connect to a DVS camera.

Exhibit B

Intel's Remote Access Evaluation (Loihi) Program

Standard Terms of Use

Please read these Standard Terms of Use ("Terms") carefully before applying for use or accessing Intel's Remote Access Evaluation (Loihi) Program Network (the Network").

1. WELCOME

Intel Corporation's ("Intel") Remote Access Evaluation (Loihi) Program ("Program") is focused on , Intel providing all or a portion of the Licensed Technology as detailed in Exhibit A, as may be updated from time to time, to Participant via remote or direct access for evaluation purposes. In consideration of Intel providing the Participant with the Licensed Technology, the Participant will provide Intel with their Feedback on the operation and performance of the Licensed Technology. Intel provides a Secured Network ("Network") accessible only by a Participant that has executed the Agreement to enable the Participant evaluate the Licensed Technology and provide feedback on Intel's Loihi chip performance. All users of the Network are responsible for safeguarding the integrity of the environment and for ensuring that the Network is used properly. Accordingly, Participant ("You") hereby acknowledges the importance of proper use of the Network and agrees to abide by these Terms. If You have any questions about these Terms, please contact the Intel Labs Network Manager, Brent Forgeron. See key contact information at the end of these Terms.

2. ACCOUNT RESPONSIBILITIES

- 2.1 Authorized Use. You are permitted to use the Network for which you have been provided access only for internal use purposes of the Intel Licensed Technology as directed by Intel and in accordance with Exhibit A and the terms of the Agreement.
- 2.2 Account Management. You agree to protect your account from unauthorized use. Your account is personal and for your use only. You may NOT share your account with others, including but not limited to, students, colleagues or other collaborators. You may not enable other access to the Network that would circumvent Intel's access controls.
- 2.3 Passwords. When you are authorized by the Intel Labs Network Manager to access and use the Network, you will be provided a User Password. You agree to keep confidential your User Password that allows access to the Network. Your User Password is for your use only. Keeping your User Password confidential includes not sharing it with others, writing it down where it can be easily found, sending it via email to anyone, or using tools that may expose it on a network. Note that the Intel Labs Network Manager or support team will never request or need your User Password. Report any suspicious activity to the Intel Labs Network Manager immediately.
- 2.4 Prohibited Use. You may not use the Network for any unauthorized purposes, including the following:
 - (a) any use that violates any local, state, national, foreign or international statute, regulation, rule, order, treaty or other law;
 - (b) using, or attempting to use, any aspect of the Network without authorization by the Intel Labs Network Manager or for purposes other than the evaluation of the Licensed Technology as directed by Intel;
 - (c) tampering or interfering with, obstructing or otherwise disrupting any aspect of the Network;

(d) accessing, reading, using, modifying distributing, uploading or copying any other party's data, software or materials without appropriate prior authorization;

(e) accessing or attempting to gain access to any Network resource or any other computing resource to which you are not authorized to access;

(f) any prohibited use as set forth in Section 7 below.

2.5 Other Use Restrictions. You are responsible for complying with all use and activity restrictions imposed by your institution or employer, including any use of information, data and materials owned by such institution or employer, or any activity that is prohibited by such institution or employer.

2.6 Reporting Suspicious Activity. You are responsible for reporting, as soon as possible, suspicious activity on your account, or exposure or compromise of your User Password or access to any aspect of the Network. If you think your account has been compromised: report it immediately; do not open or modify your files; and do not execute any programs of unknown origin; do not use your account until the issue is resolved. Make a report to the Intel Labs Network Manager. See key contact information at the end of these Terms.

3. INFORMATION AND DATA

3.1 Your Personal Information. Application information that you provide to the Network containing personal information are subject to the privacy policy of Intel Corporation. Please refer to the policy at: <http://www.intel.com/content/www/us/en/privacy/intel-privacy-notice.html>

3.2 Confidential or Proprietary Information. If you use any information or data that you consider to be confidential or proprietary, it is your responsibility to provide the necessary protection for such information or data on the Network. It is your responsibility to verify and ensure that the Network has sufficient protections to meet your requirements. In no event will Intel or the Network be liable or responsible for, and you will indemnify Intel for any claims that arise from, the loss of the confidential or proprietary nature of your information or data.

3.3 Regulated Data. Some data may not be explicitly confidential but may have use or disclosure restrictions imposed by law, regulation or policies, e.g. medical records, student records, personal identifying information, data considered "sensitive but unclassified" by the Federal government, etc. It is your responsibility to be aware of and comply with those requirements and to not use any such data on the Network unless you are providing or have confirmed that the Network is providing the necessary protections with respect to the use, processing or storage of such data. In no event will Intel be liable or responsible for, and you will indemnify Intel for any claims that arise from, any breach of such use or disclosure restriction.

3.4 Support Access and Monitoring. You grant permission to Intel to access and review your Network files in response to a request for technical support or for supporting diagnostic investigation of the Network. You understand that all uses and data in the Network may be intercepted, monitored, recorded, copied, audited, inspected and disclosed to the Intel Labs Network Manager for the protection and technical support of the Network, and to the extent required by law, disclosed to law enforcement personnel and other governmental agencies, both domestic and foreign.

3.5 Feedback. To the extent Participant provides Intel with Feedback, and Intel incorporates that Feedback in its products, Participant agrees to grant to Intel a worldwide, non-exclusive, perpetual, irrevocable, royalty-free, transferable license, with the right to sublicense, under Participant's intellectual property rights specifically derived from such feedback to use any such Feedback in any manner Intel chooses and to display, perform, copy, make, have made, use, sell, and otherwise dispose of Intel and its sub licensee's products, embodying such Feedback in any manner and via any media Intel chooses, without reference to the source. "Feedback" means any performance remarks, feature suggestions, results, requirements, inputs, suggestions, comments, responses,

opinions, feedback, errata, or improvements concerning the evaluation of the Licensed Technology provided by Intel under this Agreement..

4. INTELLECTUAL PROPERTY.

- 4.1 Software Licenses. All software used on the Network must be appropriately acquired and used according to the specified licensing. You may not use, copy or distribute any third party software or other materials unless you are licensed to do so. Some software installed on the Network may require special authorization in order to be used. In any event, you agree to abide to all applicable licensing terms, including open source licenses.
- 4.2 Trademarks. In no event will you use Intel's Trademarks, or any other party's Trademarks (for which it has been granted use permission), in a manner that infringes, derogates, dilutes or impairs the rights of the trademark owner.

5. TERM AND TERMINATION

- 5.1 Term. Your authorization to access and use the Network terminates when your User Password expires as established by the Intel Labs Network Manager.
- 5.2 Breach. If you breach any of your obligations under these Terms and Agreement, or if there is suspicion of account compromise, system compromise, or malicious or illegal activity, the Intel Labs Network Manager may suspend your account immediately and you will be notified. If such breach or suspicious activity is not resolved to the satisfaction of the Intel Labs Network Manager, your account and access to the Network will be terminated. If you do not access and use the Network for 14 consecutive calendar days, your account may be suspended by the Intel Labs Network Manager. In addition to the above actions, in the event of a breach of your obligations under these Terms, you may be liable for damages pursued to recoup costs incurred from unauthorized use of Intel resources or incident response due to compromise or malicious activity, and your activities in violation of federal, state, or local law may be reported to the appropriate authorities for investigation and prosecution.
- 5.4 Effect of Termination. Prior to termination of access to the Network, you are responsible for removing and deleting all your information, data and materials from the Network. Upon termination, all such information, data and materials will be deleted. The provisions of these Terms which by their nature are intended to survive will survive.

6. DISCLAIMERS AND LIMITATION OF LIABILITY

- 6.1 Warranty Disclaimer. THE NETWORK (INCLUDING ANY HARDWARE, SOFTWARE, SERVICES, ASSISTANCE, COMPUTING AND STORAGE RESOURCES, DATA CENTER MANAGEMENT, PERSONNEL, TECHNOLOGY, INFORMATION AND DATA) ARE PROVIDED "AS IS." TO THE EXTENT ALLOWED BY APPLICABLE LAW, ALL WARRANTIES, ON THE PART OF ANY PARTY, EXPRESS OR IMPLIED, BY OPERATION OF LAW OR OTHERWISE, ARE HEREBY EXPRESSLY EXCLUDED, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT.
- 6.2 Limitation of Liability. TO THE EXTENT ALLOWED BY APPLICABLE LAW, IN NO EVENT WILL THE NETWORK OR INTEL BE LIABLE TO YOU FOR ANY INCIDENTAL, INDIRECT, SPECIAL, OR CONSEQUENTIAL DAMAGES OF ANY KIND (INCLUDING ANY DOWNTIME COSTS, LOST BUSINESS, REVENUES, OR PROFITS; LOSS OR UNAVAILABILITY OF OR DAMAGE TO DATA; PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES), WHETHER OR NOT THAT PARTY WAS AWARE OR SHOULD HAVE BEEN AWARE OF THE POSSIBILITY OF

SUCH COSTS, EXPENSES, OR DAMAGES. TO THE EXTENT ALLOWED BY APPLICABLE LAW, THESE LIMITATIONS WILL APPLY REGARDLESS OF THE BASIS OF LIABILITY, INCLUDING NEGLIGENCE, MISREPRESENTATION, BREACH OF ANY KIND, OR ANY OTHER CLAIMS IN CONTRACT, TORT OR OTHERWISE.

- 6.3 Indemnification. You agree to indemnify, defend and hold harmless Intel and the Network from and against any third party claims, liabilities, damages, losses, costs, expenses and fees (including reasonable attorneys' fees) that such party may incur as a result of or arising from your (or anyone using your account) violation of these Terms

7. EXPORT COMPLIANCE

- 7.1 The Intel Licensed Technology and all related technical information or materials are subject to export controls and (are or may be) licensable under U.S. Government export regulations. Participant will not export, re-export, divert, transfer or disclose, directly or indirectly, the Licensed Technology and any related technical information or materials without complying strictly with all legal requirements including, without limitation, obtaining the prior approval of the U.S. Department of Commerce and, if necessary, other agencies or departments of the U.S. Government. Upon Participant's written request, Intel will provide Participant with information regarding the export classification of the Licensed Technology that may be necessary to assist Participant to comply with this provision.

8. GENERAL PROVISIONS

- 8.1 Relationship of Parties. Nothing in these Terms will constitute, or be construed as creating, a joint venture, partnership or employment relationship between the parties, nor will any party have the right, power or authority to create any obligation or duty, express or implied, on behalf of any other party.
- 8.2 Entire Agreement. These Terms constitute the entire understanding of the parties with respect to use of the Network. However, you acknowledge that Intel may revise these Terms from time to time. Every provision of these Terms is severable from the others, and if a court of competent jurisdiction holds any provision to be invalid or unenforceable, in whole or in part, the validity and enforceability of the remaining part and other provisions will not be affected. Failure by any party to enforce any provision of these Terms does not constitute a waiver or affect its rights to enforce such provision, and a waiver by a party of any breach does not constitute a waiver of any subsequent breach. No waiver is binding unless made in writing and signed by the waiving party. No third party has any right to enforce any term of these Terms. You may not assign, delegate or otherwise transfer all or any part of its rights or obligations under these Terms to anyone. Any such attempted assignment, delegation, or transfer will be null and void and will be deemed a breach of these Terms.
- 8.3 Governing Law. These Terms will be governed by the laws of the United States of America, and, in the absence of an applicable United States law, the laws State of Delaware, without reference to conflict of laws principles.
- 8.4 Notices. You will send all notices required under these Terms to the Intel Labs Network Manager. See key contact information at the end of these Terms.

9. KEY CONTACT

9.1 Intel Labs Network Manager: Brent Forgeron

Email: brent.w.forgeron@intel.com

I hereby represent that the information I have provided following my signature is true and accurate

I acknowledge that I have read and understood these Intel Remote Access Evaluation (Loihi) Program - Standard Terms of Use, and will abide by these Terms, as may be revised in the future.

ACCEPTANCE OF INTEL REMOTE ACCESS EVALUATION (LOIHI) PROGRAM - STANDARD TERMS OF USE

Signature: _____ Date Signed: _____

Full Name: _____

("PARTICIPANT")