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7.1 **Privacy.** Intel respects your privacy. For information about why and how Intel may collect and use information from your use of the Toolkit see <http://www.intel.com/privacy>.

7.2 **Data Collection.** Some Toolkit software may generate and collect information about the software and usage and transmit it to Intel to help Intel's products and services. This collected information may include product name, product version, time of event collection, license type, support type, installation status, hardware and software performance and use.

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8.2 **Governing Law; Jurisdiction.** This Agreement is governed by USA and Delaware law without regard to conflict of laws principles. The United Nations Convention on Contracts for the International Sale of Goods does not apply. All disputes and actions arising out of or related to this Agreement are subject to the exclusive jurisdiction of the state and federal courts in Wilmington, Delaware and you consent to personal jurisdiction in those courts.

8.3 **Severability.** If a court holds a provision of this Agreement unenforceable, the court will modify that part to the minimum extent necessary to make that part enforceable or, if necessary, to sever that part. The rest of the provision remains fully enforceable.

8.4 **Waiver.** No waiver of any provision of this Agreement will be valid unless in a writing signed by an authorized representative of Intel that specifies the waived provision. That signed waiver will not constitute a waiver of any other provision. The failure in enforcing any provision will not operate as a waiver.

8.5 **Assignment.** You may not assign your rights or obligations under this Agreement without Intel's prior written consent.

8.6 **Entire Agreement.** This Agreement constitutes the entire agreement and supersedes all prior agreements or dealings between Intel and you concerning its subject matter.

9. Term, Termination, Survival

9.1 **Term.** This Agreement begins upon your acceptance of its terms and continues until terminated under Section 9.2.

9.2 **Termination.** This Agreement will automatically terminate upon your breach of the Agreement or an allegation that you do not have authority to bind your employer to these terms.

9.3 **Effect of Termination.** Upon termination of the Agreement, the license to you will immediately terminate. You must cease utilizing the Toolkit and destroy all copies in your possession.

9.4 **Survival.** All sections except Section 2.1 (license) survive termination of this Agreement.