

Intel® Management Engine FWUpdate API Library SDK
LICENSE AGREEMENT

IMPORTANT - READ BEFORE COPYING, INSTALLING OR USING. Do not use or load this software and any associated materials (collectively, the “Software”) until you have carefully read the following terms and conditions. By loading or using the Software, you agree to the terms of this Agreement. If you do not wish to so agree, do not install or use the Software.

LICENSE. Subject to the restrictions below, Intel Corporation (“Intel”) grants to you the following personal, non-exclusive, non-assignable, royalty-free copyright licenses in the Software. The Software may include portions offered on terms in addition to those in this Agreement, as set out in a license accompanying those portions:

- Developer Tools include developer documentation, installation or development utilities. You may copy the Developer Tools into your BIOS code, and copy and distribute them with your product.
- Sample Source may include example interface or application source code. You may copy the Sample Source, modify it, and compile the modified Sample Source, but you may not redistribute the Sample Source in source code form.
- Sample Object Code includes examples of binary code. You may copy the Sample Object Code, but you may not distribute it.
- Production Source Code includes Intel production library and header files listed as production code (API_files) in the Readme file accompanying the SDK. You may copy, compile, and distribute Production Source Code with your product but you may not modify it, or redistribute the Production Source Code files in source code form.

NO SUPPORT. No technical support to you or your customers is provided under this license.

RESTRICTIONS. You will use reasonable efforts to discontinue distribution of the portions of the Software that you are licensed to distribute upon Intel’s release of an update, upgrade or new version of the Software and to make reasonable efforts to distribute such updates, upgrades or new versions to your customers who have received the Software. You may not reverse-assemble, reverse-compile, or otherwise reverse-engineer any software provided solely in binary form. Distribution of the Software is also subject to the following limitations: you (i) are solely responsible to your customers for any update or support obligation or other liability which may arise from the distribution, (ii) do not make any statement that your product is “certified,” or that its performance is guaranteed, by Intel, (iii) do not use Intel’s name or trademarks to market your product without written permission, (iv) will prohibit disassembly and reverse engineering, and (v) will indemnify, hold harmless, and defend Intel and its suppliers from and against any claims or lawsuits, including attorney’s fees, that arise or result from your distribution of any product.

CONFIDENTIALITY. The parties have entered into a Corporate Non-Disclosure Agreement (the “CNDA”). The Software is Confidential information and subject to the CNDA. The CNDA will govern in all conflicts between this Agreement and the CNDA.

OWNERSHIP OF SOFTWARE AND COPYRIGHTS. Title to all copies of the Software remains with Intel or its suppliers. The Software is copyrighted and protected by the laws of the United States and other countries, and international treaty provisions. You may not remove any copyright notices from the Software. Intel may make changes to the Software or to items referenced in it at any time without notice, but is not obligated to support or update the Software. Except as otherwise expressly provided in this Agreement, Intel grants no express or implied right under Intel patents, copyrights, trademarks, or other intellectual property rights.

LIMITED MEDIA WARRANTY. If the Software has been delivered by Intel on physical media, Intel warrants the media to be free from material physical defects for a period of ninety days after delivery by Intel. If such a defect is found, return the media to Intel for replacement or alternate delivery of the Software as Intel may select.

EXCLUSION OF OTHER WARRANTIES. **Except as provided above, the Software is provided “As Is” without any express or implied warranty of any kind including warranties of merchantability, non-infringement, or fitness for a particular purpose.** Intel does not warrant or assume responsibility for the accuracy or completeness of any information, text, graphics, links or other items contained within the Software.

LIMITATION OF LIABILITY. **Intel is not liable for any property damage, personal injury, loss of profits, interruption of business or any special, consequential or incidental damages, however caused, whether for breach of warranty, contract, strict liability or otherwise.** Some jurisdictions prohibit exclusion or limitation of liability for implied warranties or consequential or incidental damages, so the above limitation may not apply to you.

TERMINATION OF THIS AGREEMENT. Intel may terminate this Agreement at any time if you violate its terms. Upon termination, you will immediately destroy the Software or return all copies of the Software to Intel.

ASSIGNMENT. You may not delegate, assign or transfer this Agreement, the license(s) granted, or any of your rights or duties, expressly, by implication, by operation of law, by way of merger (regardless of whether you are the surviving entity) or acquisition, or otherwise, and any attempt to do so, without Intel's express prior written consent, shall be null and void. Intel may assign this Agreement, and its rights and obligations hereunder, in its sole discretion.

APPLICABLE LAWS. Any claim arising under or relating to this Agreement will be governed by the laws of the State of Delaware, excluding its conflicts of laws provisions. The parties agree that all disputes and litigation regarding the above defined claims will be subject to the exclusive jurisdiction of the courts of the State of Delaware or of the Federal courts sitting therein. You may not export the Software in violation of applicable export laws and regulations. Intel is not obligated under any other agreements unless they are in writing and signed by an authorized representative of Intel.

GOVERNMENT RESTRICTED RIGHTS. The Software is provided with “RESTRICTED RIGHTS.” Use, duplication, or disclosure by the Government is subject to restrictions as set forth in FAR52.227-14 and DFAR252.227-7013 et seq. or its successor. Use of the Software by the Government constitutes acknowledgment of Intel's proprietary rights therein. Contractor or Manufacturer is Intel Corporation, 2200 Mission College Blvd., Santa Clara, CA 95052.