

INTEL® SOFTWARE LICENSE AGREEMENT

IMPORTANT - READ BEFORE COPYING, INSTALLING OR USING.

YOU ACKNOWLEDGE THAT YOU HAVE READ THIS AGREEMENT AND UNDERSTAND IT, AND THAT BY DOWNLOADING, INSTALLING OR USING THE SOFTWARE ACCOMPANYING THIS AGREEMENT ("SOFTWARE") YOU AGREE TO BE BOUND BY ITS TERMS AND CONDITIONS. IF YOU ARE ACCESSING THE SOFTWARE ELECTRONICALLY, INDICATE YOUR ACCEPTANCE OF THESE TERMS BY SELECTING THE "ACCEPT" BUTTON AT THE END OF THIS AGREEMENT. IF YOU DO NOT ACCEPT THE TERMS AND CONDITIONS OF THIS AGREEMENT AND ARE ACCESSING THE SOFTWARE ELECTRONICALLY, SELECT THE "DECLINE" BUTTON AT THE END OF THIS AGREEMENT. IF YOU RECEIVED THE SOFTWARE ON A PHYSICAL MEDIA AND DO NOT ACCEPT THE TERMS AND CONDITIONS OF THIS AGREEMENT, YOU MAY RETURN THE PHYSICAL MEDIA UNOPENED AND GET A REFUND. INTEL IS UNWILLING TO LICENSE THE SOFTWARE TO YOU IF YOU DO NOT AGREE TO THE TERMS AND CONDITIONS OF THIS AGREEMENT. AS USED HEREIN, "YOU" MEANS THE INDIVIDUAL DOWNLOADING THE SOFTWARE AND HIS/HER EMPLOYER AND "INTEL" MEANS INTEL CORPORATION.

LICENSE. Subject to the terms and conditions of this Agreement, Intel grants to You a non-exclusive, non-assignable, non-transferable, worldwide, fully-paid up copyright license to copy the Software and distribute a maximum of one (1) copy of the Software, solely in executable form, solely with each unit of Your products that incorporates the Intel hardware product for which Intel has written the Software ("Your Product").

DISTRIBUTION TERMS AND RESTRICTIONS. Distribution of the Software is subject to the following conditions: (i) You are solely responsible to Your direct or indirect customers, distributors, sub-distributors and end users for any warranty, update or support obligations or other liability which may arise from distribution of the Software hereunder, (ii) You shall not make any statement that Your Product is "certified," or that its performance is guaranteed, by Intel, (iii) You shall not use Intel's name or trademarks to market Your Product without written permission, (iv) You shall indemnify, hold harmless, and defend Intel (including all of its officers, employees, directors, subsidiaries, representatives, affiliates and agents) and Intel's suppliers from and against any claims or lawsuits, including attorney's fees and expenses, that arise or result from distribution of the Software pursuant to this Agreement.

DISTRIBUTION TO END USERS. Distribution to end users of the Software with Your Product by You or Your distributors and any sub-distributors, in addition to the other conditions set forth herein, is subject to the condition that each end user enters into a written agreement (i) that prohibits copying and distribution of the Software, and prohibits use of the Software except with Your Product and (ii) that includes terms that are at least as protective of Intel as the terms and conditions specified in this Agreement regarding: Reverse Engineering; Ownership and Copyrights; Disclaimer of Warranties; Limitation of Liability; Termination; Third Party Software; Government Restricted Rights; and Export Control.

DISTRIBUTION VIA YOUR DISTRIBUTORS. You may authorize Your distributors and any subsequent sub-distributors to distribute the Software only with Your Product provided that any such distribution is in accordance with a written agreement entered into by any such distributor or sub-distributor that (a) includes terms and conditions at least as protective of Intel as the terms and conditions specified in

Reverse Engineering; Ownership and Copyrights; Disclaimer of Warranties; Limitation of Liability; Termination; Third Party Software; Government Restricted Rights; and Export Control, and (b) complies with the terms specified in the section "Distribution to End Users" above.

REVERSE ENGINEERING. You shall not, nor shall You permit any third party to, decompile, disassemble or reverse engineer the Software without the express written authorization of Intel. If the Software is located in the European Community, then, if You have requested interface information from Intel and Intel has refused to make such information available, You may engage in limited reverse engineering to the extent such reverse engineering is "indispensable in order to obtain the information necessary to achieve the interoperability with other independently created computer programs" (pursuant to Article VI of the European Community Computer Software Directive 91/205), provided that (a) these acts are performed by You and (b) these acts are confined to the parts of the Software, which are necessary to achieve interoperability. The provisions of this Section shall not permit the information obtained through its application (a) to be used for goals other than to achieve the interoperability with the independently created computer program, (b) to be given to others, except that interface information necessary for the interoperability with the independently created computer program or (c) to be used for the development, production or marketing of a computer program substantially similar in its expression or for any other act which infringes copyright.

NO SUBLICENSING. You may not sublicense, assign or transfer any Software, Confidential Information or any part of the Software, or Confidential Information, or any right in this Agreement, whether by contract, operation of law, acquisition, merger, consolidation, sale of all or substantially all of Your outstanding shares or assets, other changes in control, or any other event, to any third party temporarily (such as loaning, rental, licensing or timeshare) or permanently, except as expressly permitted above, without the prior written consent of Intel in each instance which consent Intel may withhold in its sole discretion. Any attempted sublicense, assignment or transfer that is not expressly permitted under this Agreement or is without consent will be a material breach of this Agreement and will be null and void. You agree that this Agreement binds You and each of Your affiliates and the employees, agents, representatives and persons associated with any of them.

LIMITATIONS. Unless expressly permitted under the licensing rights above, You will not, and will not allow any third party to: (i) use, copy or distribute the Software; (ii) modify, adapt, enhance, change or create derivative works from the Software; or (iii) use the Software to process the data of, or make the Software available online for the use of, third parties. This Agreement is only for the licenses that Intel expressly grants to You as specified above. Any other rights including, but not limited to, patent rights, will require an additional license and additional consideration. Nothing in this Agreement requires or will be treated to require Intel to grant any additional license. You acknowledge that an essential basis of the bargain in this Agreement is that Intel grants You no licenses or other rights including, but not limited to, patent, copyright, trademark, trade name, service mark or other intellectual property licenses or rights with respect to the Software, by implication, estoppel or otherwise, except for the licenses expressly granted above.

OWNERSHIP AND COPYRIGHTS. Title to all copies of the Software remains with Intel and/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. This Agreement does not include any license to any updates or upgrades (including without

limitation bug fixes, new releases, or added functionality) which Intel may make to the Software. Intel is not obligated to support, update or upgrade the Software. Except as otherwise expressly provided herein, Intel grants no express or implied right or license under Intel's patents, copyrights, trademarks, trade secrets or other intellectual property rights.

THIRD PARTY SOFTWARE. Third party software (e.g. - drivers, utilities, operating system components, etc.) which may be distributed with the Software hereunder will also be subject to the terms and conditions of any third party licenses which may be supplied with such third party software and installation, use and/or further distribution by You will be subject to such third party licenses. Some third party software and some of the Software components may be subject to open source license provisions and installation, use and/or further distribution by You of such third party software and Software components are subject to the respective open source license under which it is provided. Intel expressly disclaims liability of any kind with respect to installation, use or distribution by You of third party software.

SOFTWARE DEVELOPMENT KIT ("SDK") LICENSE. The Software package may include an SDK. In the event an SDK is included, the SDK license accompanying the SDK shall to that extent apply to the SDK. For the avoidance of doubt, the SDK license shall not apply to the Software.

CONFIDENTIALITY. If You wish to have a third party consultant or subcontractor ("Contractor") perform work on Your behalf which involves access to or use of Software, You shall obtain a written confidentiality agreement from the Contractor which contains terms and obligations with respect to access to or use of Software no less restrictive than those set forth in this Agreement and excluding any distribution rights, and use for any other purpose. You are fully liable to Intel for the actions and inaction of those Contractors. Otherwise, You shall not disclose the terms or existence of this Agreement or use Intel's name in any publications, advertisements, or other announcements without Intel's prior written consent. You do not have any rights to use any Intel trademarks or logos. You acknowledge and agree that if You breach these Confidentiality provisions, Intel will suffer irreparable harm for which money damages will not be an adequate remedy. You therefore agree that Intel will be entitled to an injunction restraining any breach or threatened breach of these Confidentiality provisions without the necessity of proving irreparable harm or posting a bond, in addition to all other rights and remedies at law, in equity and under this Agreement.

FEEDBACK. To assist Intel in identifying problems with and making improvements to the Software, Intel invites Your feedback concerning the product features, software tools, application, architecture, program/code, documentation or any bugs, errors or other problems discovered during the course of Your use of the Software. You agree that Intel and its designees will be free to copy, modify, create derivative works, publicly display, disclose, distribute, license and sublicense through multiple tiers of distribution and licensees, incorporate and otherwise use the feedback, including derivative works thereto, for any and all commercial or non-commercial purposes.

NO SUPPORT. Intel and its suppliers shall have no obligation to provide support for the Software.

DISCLAIMER OF WARRANTIES. THE SOFTWARE IS PROVIDED "AS IS" WITHOUT ANY EXPRESS, IMPLIED OR STATUTORY WARRANTY OF ANY KIND. INTEL AND ITS SUPPLIERS DISCLAIM ALL WARRANTIES, INCLUDING WITHOUT LIMITATION ANY WARRANTIES OF MERCHANTABILITY, NONINFRINGEMENT, OR FITNESS FOR A PARTICULAR PURPOSE. THE ENTIRE RISK OF THE QUALITY AND PERFORMANCE OF THE SOFTWARE IS WITH YOU. IF YOU RECEIVE ANY WARRANTIES REGARDING THE SOFTWARE, THOSE

WARRANTIES DO NOT ORIGINATE FROM, AND ARE NOT BINDING ON INTEL. 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. IN NO EVENT SHALL INTEL OR ITS OFFICERS, EMPLOYEES, DIRECTORS, SUBSIDIARIES, REPRESENTATIVES, AFFILIATES AND AGENTS HAVE ANY LIABILITY TO YOU OR ANY OTHER THIRD PARTY, FOR ANY LOST PROFITS, LOST DATA, LOSS OF USE OR COSTS OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, OR FOR ANY INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF THIS AGREEMENT, UNDER ANY CAUSE OF ACTION OR THEORY OF LIABILITY, AND IRRESPECTIVE OF WHETHER INTEL OR ITS OFFICERS, EMPLOYEES, DIRECTORS, SUBSIDIARIES, REPRESENTATIVES, AFFILIATES AND AGENTS HAVE ADVANCE NOTICE OF THE POSSIBILITY OF SUCH DAMAGES. THESE LIMITATIONS SHALL APPLY NOTWITHSTANDING THE FAILURE OF THE ESSENTIAL PURPOSE OF ANY LIMITED REMEDY. IN ANY CASE, INTEL'S AND ITS OFFICERS', EMPLOYEES', DIRECTORS', SUBSIDIARIES', REPRESENTATIVES', AFFILIATES' AND AGENTS' ENTIRE LIABILITY UNDER ANY PROVISION OF THIS AGREEMENT SHALL NOT EXCEED THE AMOUNTS OF THE FEES THAT YOU PAID FOR THE SOFTWARE (IF ANY). THIS LIMITATION OF LIABILITY IS CUMULATIVE AND NOT PER INCIDENT; THE EXISTENCE OF MORE THAN ONE CLAIM WILL NOT INCREASE THE LIMIT. THE SOFTWARE IS NOT FAULT-TOLERANT AND IS NOT DESIGNED, INTENDED, OR AUTHORIZED FOR USE IN ANY MEDICAL, LIFE SAVING OR LIFE SUSTAINING SYSTEMS, OR FOR ANY OTHER APPLICATION IN WHICH THE FAILURE OF THE SOFTWARE COULD CREATE A SITUATION WHERE PERSONAL INJURY OR DEATH MAY OCCUR. SHOULD YOU OR YOUR DIRECT OR INDIRECT CUSTOMERS USE THE SOFTWARE FOR ANY SUCH UNINTENDED OR UNAUTHORIZED USE, YOU SHALL INDEMNIFY AND HOLD INTEL AND ITS OFFICERS, EMPLOYEES, DIRECTORS, SUBSIDIARIES, REPRESENTATIVES, AFFILIATES AND AGENTS HARMLESS AGAINST ALL CLAIMS, COSTS, DAMAGES, AND EXPENSES, AND ATTORNEY FEES AND EXPENSES ARISING OUT OF, DIRECTLY OR INDIRECTLY, ANY CLAIM OF PRODUCT LIABILITY, PERSONAL INJURY OR DEATH ASSOCIATED WITH SUCH UNINTENDED OR UNAUTHORIZED USE, EVEN IF SUCH CLAIM ALLEGES THAT INTEL WAS NEGLIGENT REGARDING THE DESIGN OR MANUFACTURE OF THE PART. THE LIMITATION OF LIABILITY SET FORTH IN THIS SECTION IS A FUNDAMENTAL BASIS OF THIS AGREEMENT.

TERMINATION. The above license shall automatically terminate if You violate its terms. Intel may terminate this license with or without cause at any time upon written notice if the Software is discontinued by Intel. Upon termination, You will immediately destroy the Software or return all copies of the Software to Intel. All provisions of this Agreement related to disclaimers of warranties, limitation of liability, remedies, damages, or Intel's proprietary rights shall survive termination.

APPLICABLE LAWS. Claims arising under this Agreement shall be governed by the laws of Delaware, excluding its principles of conflict of laws and the United Nations Convention on Contracts for the Sale of Goods. The state and federal courts located in the State of [Delaware](#) will have exclusive jurisdiction of all disputes and litigation arising out of or related to this Agreement including, without limitation, matters connected with its performance. Each Party irrevocably submits to the personal jurisdiction of those courts and irrevocably waives all objections to such venue. Intel is not obligated under any other agreements unless they are in writing and signed by an authorized representative of Intel. This Agreement is prepared and executed and will be interpreted in the English language only, and no translation of the Agreement into another language will have any effect.

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.

EXPORT CONTROL. You acknowledge that the Software and all related technical information or materials are subject to export controls under the laws and regulations of the United States and any other applicable governments. You agree to comply with these laws and regulations governing export, re-export, import, transfer, distribution, and use of the Software, and all related technical information or materials. In particular, but without limitation, the Software, and all related technical information or materials may not be exported or re-exported (a) into any U.S. embargoed countries or (b) to any person or entity listed on a denial order published by the U.S. government or any other applicable governments. By using the Software and all related technical information or materials, you represent and warrant that you are not located in any such country or on any such list. You also agree that you will not use the Software, and all related technical information or materials for any purposes prohibited by the U.S. government or other applicable governments' laws, including, without limitation, the development, design, manufacture or production of nuclear, missile, chemical or biological weapons. You confirm that the Software, and all related technical information or materials will not be re-exported or sold to a third party who is known or suspected to be involved in activities including, without limitation, the development, design, manufacture, or production of nuclear, missile, chemical or biological weapons. You agree that Software and all related technical information or materials subject to control under defense laws and regulations (e.g., the International Traffic in Arms Regulations [ITAR]) must not be transferred to non-U.S. person

MISCELLANEOUS. All rights and remedies, whether conferred hereunder or by any other instrument or law, will be cumulative and may be exercised singularly or concurrently. Failure by either Intel or You to enforce any term will not be deemed a waiver of future enforcement of that or any other term. The terms and conditions stated herein are declared to be severable. Should any term(s) or condition(s) of this Agreement be held to be invalid or unenforceable the validity, construction and enforceability of the remaining terms and conditions of this Agreement shall not be affected. You may not assign any rights, duties or obligations hereunder without the prior written approval of Intel and any attempt to assign any rights, duties or obligations hereunder without Intel's written consent will be void. It is expressly agreed that Intel and You are acting as independent contractors. These terms and conditions constitute the entire agreement between Intel and You with respect to the subject matter hereof. These terms and conditions will prevail notwithstanding any different, conflicting or additional terms and conditions that may appear on any other agreement between Intel and You. Deviations from these terms and conditions are not valid unless agreed to in writing by an authorized representative of Intel.