

## INTEL SOFTWARE 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.

\* If you are an Original Equipment Manufacturer (OEM), Independent Hardware Vendor (IHV), or Independent Software Vendor (ISV), this complete LICENSE AGREEMENT applies;

\* If you are an End-User, then only Exhibit A, the INTEL END-USER SOFTWARE LICENSE AGREEMENT, applies.

THIS SOFTWARE IS PROVIDED BY THE COPYRIGHT HOLDERS AND CONTRIBUTORS "AS IS" AND ANY EXPRESS OR IMPLIED WARRANTIES, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE ARE DISCLAIMED. IN NO EVENT SHALL THE COPYRIGHT OWNER OR CONTRIBUTORS BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, OR CONSEQUENTIAL DAMAGES (INCLUDING, BUT NOT LIMITED TO, PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES; LOSS OF USE, DATA, OR PROFITS; OR BUSINESS INTERRUPTION) HOWEVER CAUSED AND ON ANY THEORY OF LIABILITY, WHETHER IN CONTRACT, STRICT LIABILITY, OR TORT (INCLUDING NEGLIGENCE OR OTHERWISE) ARISING IN ANY WAY OUT OF THE USE OF THIS SOFTWARE, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGE.

LICENSE. This Software is licensed for use only in conjunction with Intel component products. Use of the Software in conjunction with non-Intel component products is not licensed hereunder. Subject to the terms of this Agreement, Intel grants to You a nonexclusive, nontransferable, worldwide, fully paid-up license under

a) Intel's copyrights to:

- 1) use and copy Software internally for Your own development and maintenance purposes; and
- 2) copy and distribute Software, including derivative works of the Software, to Your end-users, but only under a license agreement with terms at least as restrictive as those contained in Intel's Final, Single User License Agreement, attached as Exhibit A; and
- 3) copy and distribute the end-user documentation which may accompany the Software, but only in association with the Software.

b) under Intel's Licensed Patent Claims, to:

- 1) make copies of the Software internally only;
- 2) use the Software internally only; and

3) offer to distribute, but not sell, the Software under the license under Intel's copyrights granted in paragraph (a) above, but only under the terms of that license under Intel's copyrights and not as a sale provided, however, that You may only distribute the Software in Executable Code and under an agreement having terms and conditions at least as restrictive as those contained in Intel's End User Software License Agreement attached as Exhibit A and only for use with Intel Products.

4) "**Licensed Patent Claims**" means the claims of Intel's patents that are necessarily and directly infringed by the reproduction and distribution of the Software that is authorized in section entitled License, when that Software is in its unmodified form as delivered by Intel to You and not modified or combined with anything else. Licensed Patent Claims are only those claims that Intel can license without paying, or getting the consent of, a third party.

If You are not the final manufacturer or vendor of a computer system or software program incorporating the Software, then You may transfer a copy of the Software, including derivative works of the Software (and related end-user documentation) to Your recipient for use in accordance with the terms of this Agreement, provided such recipient agrees to be fully bound by the terms hereof. You shall not otherwise assign, sublicense, lease, or in any other way transfer or disclose Software to any third party. You shall not modify or reverse-compile, disassemble or otherwise reverse-engineer the Software.

In the event Open Source Software is included with the Software, such Open Source Software is licensed pursuant to the applicable Open Source Software license agreement identified in the Open Source Software comments in the applicable source code file(s) and/or File Header provided with the Software. Additional detail may be provided (where applicable) in the accompanying on-line documentation. With respect to the Open Source Software, nothing in this Agreement limits any rights under, or grants rights that supersede, the terms of any applicable Open Source Software license agreement. "Open Source Software" means any software that requires as a condition of use, modification and/or distribution of such software that such software or other software incorporated into, derived from or distributed with such software (a) be disclosed or distributed in Source Code form; (b) be licensed by the user to third parties for the purpose of making and/or distributing derivative works; or (c) be redistributable at no charge. Open Source Software includes, without limitation, software licensed or distributed under any of the following licenses or distribution models, or licenses or distribution models substantially similar to any of the following: (a) GNU's General Public License (GPL) or Lesser/Library GPL (LGPL), (b) the Artistic License (e.g., PERL), (c) the Mozilla Public License, (d) the Netscape Public License, (e) the Sun Community Source License (SCSL), (f) the Sun Industry Source License (SISL), and (g) the Common Public License (CPL). "File Header(s)" means the information provided with the Licensed Software and any Open Source Software that identifies (i) Internal Use Software, Distributable as Object Software, Distributable As Sample Source Software, or Open Source Software, and (ii) any notices or

additional information about the Licensed Software or Open Source Software.

Except as expressly stated in this Agreement, no license or right is granted to You directly or by implication, inducement, estoppel or otherwise. Intel shall have the right to inspect or have an independent auditor inspect Your relevant records to verify Your compliance with the terms and conditions of this Agreement.

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. 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.

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 therein, at any time and without notice, but is not obligated to support or update the Software. Except as otherwise expressly provided, Intel grants no express or implied right under Intel patents, copyrights, trademarks, or other intellectual property rights. You may transfer the Software only if the recipient agrees to be fully bound by these terms and if you retain no copies of the Software.

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 (90) 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, NONINFRINGEMENT, 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. IN NO EVENT SHALL INTEL OR ITS SUPPLIERS BE LIABLE FOR ANY DAMAGES WHATSOEVER (INCLUDING, WITHOUT LIMITATION, LOST PROFITS, BUSINESS INTERRUPTION OR LOST INFORMATION) ARISING OUT OF THE USE OF OR INABILITY TO USE THE SOFTWARE, EVEN IF INTEL HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. 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. YOU MAY ALSO HAVE OTHER LEGAL RIGHTS THAT VARY FROM JURISDICTION TO JURISDICTION.

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.

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. 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.

U.S. GOVERNMENT RESTRICTED RIGHTS. No Government procurement regulation or contract clauses or provision will be considered a part of any transaction between the Parties under this Agreement unless its inclusion is required by statute, or mutually agreed upon in writing by the Parties in connection with a specific transaction. The technical data and computer software covered by this license is a "Commercial Item," as that term is defined by the FAR 2.101 (48 C.F.R. 2.101) and is "commercial computer software" and "commercial computer software documentation" as specified under FAR 12.212 (48 C.F.R. 12.212) or DFARS 227.7202 (48 C.F.R. 227.7202), as applicable. This commercial computer software and related documentation is provided to end users for use by and on behalf of the U.S. Government, with only those rights as are granted to all other end users under the terms and conditions in this Agreement. Use for or on behalf of the U.S. Government is permitted only if the party acquiring or using this Software is properly authorized by an appropriate U.S. Government official. This use by or for the U.S. Government clause is in lieu of, and supersedes, any other FAR, DFARS, or other provision that addresses Government rights in the computer Software or documentation covered by this license. All copyright licenses granted to the U.S. Government are coextensive with the technical data and computer Software licenses granted in this Agreement. The U.S. Government will only have the right to reproduce, distribute, perform, display, and prepare Derivative Works as needed to implement those rights.

EXPORT LAWS. 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, technical information and materials. In particular, but without limitation, the Software, technical information and 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, technical information and 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, technical information and

materials for any purposes prohibited by the U.S. government or other applicable governments law, including, without limitation, the development, design, manufacture or production of nuclear, missile, chemical or biological weapons. You confirm that the Software, technical information and 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 any Software, 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. persons, whether located in the U.S. or abroad, without a government license. You will indemnify Intel against any loss related to Your failure to conform to these requirements.

EXHIBIT "A"

INTEL END-USER SOFTWARE LICENSE AGREEMENT (Final, Single User)

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.

THIS SOFTWARE IS PROVIDED BY THE COPYRIGHT HOLDERS AND CONTRIBUTORS "AS IS" AND ANY EXPRESS OR IMPLIED WARRANTIES, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE ARE DISCLAIMED. IN NO EVENT SHALL THE COPYRIGHT OWNER OR CONTRIBUTORS BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, OR CONSEQUENTIAL DAMAGES (INCLUDING, BUT NOT LIMITED TO, PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES; LOSS OF USE, DATA, OR PROFITS; OR BUSINESS INTERRUPTION) HOWEVER CAUSED AND ON ANY THEORY OF LIABILITY, WHETHER IN CONTRACT, STRICT LIABILITY, OR TORT (INCLUDING NEGLIGENCE OR OTHERWISE) ARISING IN ANY WAY OUT OF THE USE OF THIS SOFTWARE, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGE.

LICENSE. You may copy the Software onto a single computer for your personal, noncommercial use, and you may make one back-up copy of the Software, subject to these conditions:

1. This Software is licensed for use only in conjunction with Intel component products. Use of the Software in conjunction with non-Intel component products is not licensed hereunder.
2. You may not copy, modify, rent, sell, distribute or transfer any part of the Software except as provided in this Agreement, and you agree to prevent unauthorized copying of the Software.
3. You may not reverse engineer, decompile, or disassemble the Software.
4. You may not sublicense or permit simultaneous use of the Software by more than one user.
5. The Software may contain the software or other property of third party suppliers, some of which may be identified in, and licensed in accordance with, any enclosed "license.txt" file or other text or file.

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 therein, at any time without notice, but is not obligated to support or update the Software. Except as otherwise

expressly provided, Intel grants no express or implied right under Intel patents, copyrights, trademarks, or other intellectual property rights. You may transfer the Software only if the recipient agrees to be fully bound by these terms and if you retain no copies of the Software.

**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 (90) 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, NONINFRINGEMENT, 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.** IN NO EVENT SHALL INTEL OR ITS SUPPLIERS BE LIABLE FOR ANY DAMAGES WHATSOEVER (INCLUDING, WITHOUT LIMITATION, LOST PROFITS, BUSINESS INTERRUPTION, OR LOST INFORMATION) ARISING OUT OF THE USE OF OR INABILITY TO USE THE SOFTWARE, EVEN IF INTEL HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. 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. YOU MAY ALSO HAVE OTHER LEGAL RIGHTS THAT VARY FROM JURISDICTION TO JURISDICTION.

**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.

**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. 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 their successors. 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.

Copyright (C) 2014, Intel Corporation. All rights reserved.

Last modified December 17, 2014

