

INTEL SOFTWARE LICENSE AGREEMENT

IMPORTANT - READ BEFORE COPYING, INSTALLING OR USING.

Do not copy, install, or use this software and any associated materials (collectively, the "Software") provided under this license agreement ("Agreement") until you have carefully read the following terms and conditions.

By copying, installing, or otherwise using the Software, you agree to be bound by the terms of this Agreement. If you do not agree to the terms of this Agreement, do not copy, install, or use the Software.

LICENSES:

Please Note:

- If you are a network or system administrator, the "Site License" below shall apply to you.
- If you are an end user, the "Single User License" shall apply to you.
- If you are an original equipment manufacturer (OEM), the "OEM License" shall apply to you.

SITE LICENSE. You may copy the Software onto your organization's computers for your organization's use, and you may make a reasonable number of back-up copies of the Software, subject to these conditions:

1. **This Software is licensed for use only in conjunction with (a) physical Intel component products, and (b) virtual ("emulated") devices designed to appear as Intel component products to a Guest operating system running within the context of a virtual machine. Any other use of the Software, including but not limited to use with non-Intel component products, is not licensed hereunder.**
2. Subject to all of the terms and conditions of this Agreement, Intel Corporation ("Intel") grants to you a non-exclusive, non-assignable, copyright license to use the Software.
3. 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.
4. You may not reverse engineer, decompile, or disassemble the Software.
5. The Software may include portions offered on terms differing from those set out here, as set out in a license accompanying those portions.

SINGLE USER LICENSE. You may copy the Software onto a single computer for your personal 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 (a) physical Intel component products, and (b) virtual ("emulated") devices designed to appear as Intel component products to a Guest operating system running within the context of a virtual machine. Any other use of the Software, including but not limited to use with non-Intel component products, is not licensed hereunder.**
2. Subject to all of the terms and conditions of this Agreement, Intel Corporation ("Intel") grants to you a non-exclusive, non-assignable, copyright license to use the Software.
3. 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.
4. You may not reverse engineer, decompile, or disassemble the Software.
5. The Software may include portions offered on terms differing from those set out here, as set out in a license accompanying those portions.

OEM LICENSE. You may reproduce and distribute the Software only as an integral part of or incorporated in your product, as a standalone Software maintenance update for existing end users of your products, excluding any other standalone products, or as a component of a larger Software distribution, including but not limited to the distribution of an installation image or a Guest Virtual Machine image, subject to these conditions:

1. **This Software is licensed for use only in conjunction with (a) physical Intel component products, and (b) virtual ("emulated") devices designed to appear as Intel component products to a Guest operating system running within the context of a virtual machine. Any other use of the Software, including but not limited to use with non-Intel component products, is not licensed hereunder.**
2. Subject to all of the terms and conditions of this Agreement, Intel Corporation ("Intel") grants to

- you a non-exclusive, non-assignable, copyright license to use the Software.
3. 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.
 4. You may not reverse engineer, decompile, or disassemble the Software.
 5. You may only distribute the Software to your customers pursuant to a written license agreement. Such license agreement may be a "break-the-seal" license agreement. At a minimum such license shall safeguard Intel's ownership rights to the Software.
 6. You may not distribute, sublicense or transfer the Source Code form of any components of the Software and derivatives thereof to any third party without the express written consent of Intel.
 7. The Software may include portions offered on terms differing from those set out here, as set out in a license accompanying those portions.

LICENSE RESTRICTIONS. You may NOT: (i) use or copy the Software except as provided in this Agreement; (ii) rent or lease the Software to any third party; (iii) assign this Agreement or transfer the Software without the express written consent of Intel; (iv) modify, adapt, or translate the Software in whole or in part except as provided in this Agreement; (v) reverse engineer, decompile, or disassemble the Software; (vi) attempt to modify or tamper with the normal function of a license manager that regulates usage of the Software; (vii) distribute, sublicense or transfer the Source Code form of any components of the Software and derivatives thereof to any third party without the express written consent of Intel; (viii) permit, authorize, license or sublicense any third party to view or use the Source Code; (ix) modify or distribute the Source Code or Software so that any part of it becomes subject to an Excluded License. (An "Excluded License" is one that requires, as a condition of use, modification, or distribution, that (a) the code be disclosed or distributed in source code form; or (b) others have the right to modify it.); (x) use or include the Source Code or Software in deceptive, malicious or unlawful programs.

NO OTHER RIGHTS. No rights or licenses are granted by Intel to you, expressly or by implication, with respect to any proprietary information or patent, copyright, mask work, trademark, trade secret, or other intellectual property right owned or controlled by Intel, except as expressly provided in this Agreement. Except as expressly provided herein, no license or right is granted to you directly or by implication, inducement, estoppel, or otherwise. Specifically, Intel grants no express or implied right to you under Intel patents, copyrights, trademarks, or other intellectual property rights.

OWNERSHIP OF SOFTWARE AND COPYRIGHTS. The Software is licensed, not sold. Title to all copies of the Software remains with Intel. 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. You agree to prevent any unauthorized copying of 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.

ADDITIONAL TERMS FOR PRE-RELEASE SOFTWARE. If the Software you are installing or using under this Agreement is pre-commercial release or is labeled or otherwise represented as "alpha-" or "beta-" versions of the Software ("pre-release Software"), then the following terms apply.

To the extent that any provision in this Section conflicts with any other term(s) or condition(s) in this Agreement with respect to pre-release Software, this Section shall supersede the other term(s) or condition(s), but only to the extent necessary to resolve the conflict.

You understand and acknowledge that the Software is pre-release Software, does not represent the final Software from Intel, and may contain errors and other problems that could cause data loss, system failures, or other errors. The pre-release Software is provided to you "as-is" and Intel disclaims any warranty or liability to you for any damages that arise out of the use of the pre-release Software.

You acknowledge that Intel has not promised that pre-release Software will be released in the future, that Intel has no express or implied obligation to you to release the pre-release Software and that Intel may not introduce Software that is compatible with the pre-release Software. You acknowledge that the entirety of any research or development you perform that is related to the pre-release Software or to any product making use of or associated with the pre-release Software is done at your own risk.

If Intel has provided you with pre-release Software pursuant to a separate written agreement, your use of the pre-release Software is also governed by such agreement.

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, 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. In the event that you use the Software in conjunction with a virtual ("emulated") device designed to appear as an Intel component product, you acknowledge that Intel is neither the author nor the creator of the virtual ("emulated") device. You understand and acknowledge that Intel makes no representations about the correct operation of the Software when used with a virtual ("emulated") device, that Intel did not design the Software to operate in conjunction with the virtual ("emulated") device, and that the Software may not be capable of correct operation in conjunction with the virtual ("emulated") device. You agree to assume the risk that the Software may not operate properly in conjunction with the virtual ("emulated") device. You agree to indemnify and hold Intel and its officers, subsidiaries and affiliates harmless against all claims, costs, damages, and expenses, and reasonable attorney fees arising out of, directly or indirectly, any claim of product liability, personal injury or death associated with the use of the Software in conjunction with the virtual ("emulated") device, even if such claim alleges that Intel was negligent regarding the design or manufacture of the Software.

UNAUTHORIZED USE. THE SOFTWARE IS NOT DESIGNED, INTENDED, OR AUTHORIZED FOR USE IN ANY TYPE OF SYSTEM OR APPLICATION IN WHICH THE FAILURE OF THE SOFTWARE COULD CREATE A SITUATION WHERE PERSONAL INJURY OR DEATH MAY OCCUR (E.G MEDICAL SYSTEMS, LIFE SUSTAINING OR LIFE SAVING SYSTEMS). If you use the Software for any such unintended or unauthorized use, you shall indemnify and hold Intel and its officers, subsidiaries and affiliates harmless against all claims, costs, damages, and expenses, and reasonable attorney fees 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.

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 the State of California, without regard to principles of conflict of laws. You agree that the terms of the United Nations Convention on Contracts for the Sale of Goods do not apply to this Agreement. 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 enclosed Software and documentation were developed at private expense, and are provided with "RESTRICTED RIGHTS." Use, duplication, or disclosure by the Government is subject to restrictions as set forth in FAR 52.227-14 and DFARS 252.227-7013 *et seq.* or its successor. The use of this product by the Government constitutes acknowledgement of Intel's proprietary rights in the Software. Contractor or Manufacturer is Intel.