

INTERNAL USE SOFTWARE LICENSE AGREEMENT

DO NOT DOWNLOAD, INSTALL, ACCESS, COPY, OR USE ANY PORTION OF THE SOFTWARE UNTIL YOU HAVE READ AND ACCEPTED THE TERMS AND CONDITIONS OF THIS AGREEMENT. BY INSTALLING, COPYING, ACCESSING, OR USING THE SOFTWARE, YOU AGREE TO BE LEGALLY BOUND BY THE TERMS AND CONDITIONS OF THIS AGREEMENT. If You do not agree to be bound by, or the entity for whose benefit You act has not authorized You to accept, these terms and conditions, do not install, access, copy, or use the Software and destroy all copies of the Software in Your possession.

This SOFTWARE LICENSE AGREEMENT (this "Agreement") is entered into between Intel Corporation, a Delaware corporation ("Intel") and You. "You" refers to you or your employer or other entity for whose benefit you act, as applicable. If you are agreeing to the terms and conditions of this Agreement on behalf of a company or other legal entity, you represent and warrant that you have the legal authority to bind that legal entity to the Agreement, in which case, "You" or "Your" shall be in reference to such entity. Intel and You are referred to herein individually as a "Party" or, together, as the "Parties".

The Parties, in consideration of the mutual covenants contained in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which they acknowledge, and intending to be legally bound, agree as follows:

1. **PURPOSE.** You seek to obtain, and Intel desires to provide You, under the terms of this Agreement, Software solely for Your internal efforts to develop or to test and evaluate products integrating Intel hardware and Intel software. "Software" refers to certain software or other collateral, including, but not limited to, related components, operating system, application program interfaces, device drivers, associated media, printed or electronic documentation and any updates or releases thereto associated with Intel product(s), software or service(s). "Intel-based product" refers to a device that includes, incorporates, or implements Intel product(s), software or service(s).

2. **LIMITED LICENSE.** Conditioned on Your compliance with the terms and conditions of this Agreement, Intel grants to You a limited, nonexclusive, nontransferable, revocable, worldwide, fully paid-up license during the term of this Agreement, without the right to sublicense, under Intel's copyrights (subject to any third party licensing requirements), in each case solely within Your premises and only for Your internal demonstration, evaluation, testing, validation, and development of Your Intel-based products, to (i) prepare derivative works (as defined in 17 U.S.C. § 101 et seq.) of the Software ("Derivatives"), if provided or otherwise made available by Intel in source code form, and reproduce the Software, including Derivatives; (ii) display and perform an object code representation of the Software including Your Derivatives to Your customers or partners, with a need to know, only for demonstration and when integrated with and executed by Your Intel-based product or Intel hardware provided by Intel and subject to Your customers or partners entering a written confidentiality agreement in accordance with Section 7 (Confidentiality) herein; and (iii) have the rights in subparts (i) and (ii) performed by contractors working on Your behalf or at Your behest, provided that You remain fully liable to Intel for the actions and inactions of those contractors.

3. **LICENSE RESTRICTIONS.** All right, title and interest in and to the Software and associated documentation are and will remain the exclusive property of Intel and its licensors or suppliers. Unless expressly permitted under the Agreement, You will not, and will not allow any third party to (i) use, copy, distribute, sell or offer to sell the Software or associated documentation; (ii) modify, adapt, enhance, disassemble, decompile, reverse engineer, change or create derivative works from the Software except and only to the extent as specifically required by mandatory applicable laws or any applicable third party license terms accompanying the Software; (iii) use or make the Software available for the use or benefit of third parties; (iv) use the Software on Your products other than those that include the Intel silicon product(s), platform(s), or software identified in the Software; or (v) publish or provide any Software benchmark or comparison test results. 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, trade secret, trademark, trade name, service mark or other intellectual property licenses or rights with respect to the Software and associated documentation, by implication, estoppel or otherwise, except for the licenses expressly granted above. You acknowledge there are significant uses of the Software in its original, unmodified and uncombined form. You may not remove any copyright notices from the Software.

4. **LICENSE TO FEEDBACK.** This Agreement does not obligate You to provide Intel with materials, information, comments, suggestions, Your Derivatives or other communication regarding the features, functions, performance or use of the Software ("Feedback"). If any portion of the Software is provided or otherwise made available by Intel in source code form, to the extent You provide Intel with Feedback in a tangible form, You grant to Intel and its affiliates a non-exclusive, perpetual, sublicensable, irrevocable, worldwide, royalty-free, fully paid-up and transferable license, to and under all of Your intellectual property rights, whether perfected or not, to publicly perform, publicly display, reproduce, use, make, have made, sell, offer for sale, distribute, import, create derivative works of and otherwise exploit any comments, suggestions, descriptions, ideas or other feedback regarding the Software provided by You or on Your behalf.

5. **OPEN SOURCE STATEMENT.** The Software may include Open Source Software (OSS) licensed pursuant to OSS license agreement(s) identified in the OSS comments in the applicable source code file(s) and/or file header(s) provided with or otherwise associated with the Software. Neither You nor any Original Equipment Manufacturing, Original Device Manufacturing, customer, or distributor may subject any proprietary portion of the Software to any OSS license obligations including, without limitation, combining or distributing the Software with OSS in a manner that subjects Intel, the Software or any portion thereof to any OSS license obligation. Nothing in this Agreement limits any rights under, or grants rights that supersede, the terms of any applicable OSS license.

6. **THIRD PARTY SOFTWARE.** Certain third party software provided with or within the Software may only be used (a) upon securing a license directly from the software owner or (b) in combination with hardware components purchased from such third party and (c) subject to further license limitations by the software owner. A listing of any such third party limitations is in one or more text files accompanying the Software. You acknowledge Intel is not providing You with a license to such third party software and further that it is Your responsibility to obtain appropriate licenses from such third parties directly.

7. **CONFIDENTIALITY.** The terms and conditions of this Agreement, exchanged confidential information, as well as the Software are subject to the terms and conditions of the Non-Disclosure Agreement(s) and/or Intel Pre-Release Loan Agreement(s) (referred to herein collectively or individually as "NDA") entered into by and in force between Intel and You, and in any case no less confidentiality protection than You apply to Your information of similar sensitivity. If You would like to have a contractor perform work on Your behalf that requires any access to or use of Software, You must obtain a written confidentiality agreement from the contractor which contains terms and conditions with respect to access to or use of Software no less restrictive than those set forth in this Agreement, excluding any distribution rights and use for any other purpose, and You will remain fully liable to Intel for the actions and inactions of those contractors. You may not use Intel's name in any publications, advertisements, or other announcements without Intel's prior written consent.

8. NO OBLIGATION; NO AGENCY. Intel may make changes to the Software, or items referenced therein, at any time without notice. Intel is not obligated to support, update, provide training for, or develop any further version of the Software or to grant any license thereto. No agency, franchise, partnership, joint-venture, or employee-employer relationship is intended or created by this Agreement.

9. EXCLUSION OF WARRANTIES. 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 within the Software.

10. LIMITATION OF LIABILITY. IN NO EVENT WILL INTEL OR ITS AFFILIATES, LICENSORS OR SUPPLIERS (INCLUDING THEIR RESPECTIVE DIRECTORS, OFFICERS, EMPLOYEES, AND AGENTS) BE LIABLE FOR ANY DAMAGES WHATSOEVER (INCLUDING, WITHOUT LIMITATION, LOST PROFITS, BUSINESS INTERRUPTION, OR LOST DATA) ARISING OUT OF OR IN RELATION TO THIS AGREEMENT, INCLUDING 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 IN PART NOT APPLY TO YOU. THE SOFTWARE LICENSED HEREUNDER IS NOT DESIGNED OR INTENDED FOR USE IN ANY MEDICAL, LIFE SAVING OR LIFE SUSTAINING SYSTEMS, TRANSPORTATION SYSTEMS, NUCLEAR SYSTEMS, OR FOR ANY OTHER MISSION CRITICAL APPLICATION IN WHICH THE FAILURE OF THE SOFTWARE COULD LEAD TO PERSONAL INJURY OR DEATH. YOU MAY ALSO HAVE OTHER LEGAL RIGHTS THAT VARY FROM JURISDICTION TO JURISDICTION. THE LIMITED REMEDIES, WARRANTY DISCLAIMER AND LIMITED LIABILITY ARE FUNDAMENTAL ELEMENTS OF THE BASIS OF THE BARGAIN BETWEEN INTEL AND YOU. YOU ACKNOWLEDGE INTEL WOULD BE UNABLE TO PROVIDE THE SOFTWARE WITHOUT SUCH LIMITATIONS.

11. TERMINATION AND SURVIVAL. Intel may terminate this Agreement for any reason with thirty (30) days' notice and immediately if You or someone acting on Your behalf or at Your behest violates any of its terms or conditions. Upon termination, You will immediately destroy and ensure the destruction of the Software or return all copies of the Software to Intel (including providing certification of such destruction or return back to Intel). Upon termination of this Agreement, all licenses granted to You hereunder terminate immediately. All Sections of this Agreement, except Section 2, will survive termination.

12. GOVERNING LAW AND JURISDICTION. This Agreement and any dispute arising out of or relating to it will be governed by the laws of the U.S.A. and Delaware, without regard to conflict of laws principles. The Parties exclude the application of the United Nations Convention on Contracts for the International Sale of Goods (1980). The state and federal courts sitting in Delaware, U.S.A. will have exclusive jurisdiction over any dispute arising out of or relating to this Agreement. The Parties consent to personal jurisdiction and venue in those courts. A Party that obtains a judgment against the other Party in the courts identified in this section may enforce that judgment in any court that has jurisdiction over the Parties.

13. EXPORT REGULATIONS/EXPORT CONTROL. You agree that neither You nor Your subsidiaries will export/re-export the Software, directly or indirectly, to any country for which the U.S. Department of Commerce or any other agency or department of the U.S. Government or the foreign government from where it is shipping requires an export license, or other governmental approval, without first obtaining any such required license or approval. In the event the Software is exported from the U.S.A. or re-exported from a foreign destination by You or Your subsidiary, You will ensure that the distribution and export/re-export or import of the Software complies with all laws, regulations, orders, or other restrictions of the U.S. Export Administration Regulations and the appropriate foreign government.

14. GOVERNMENT RESTRICTED RIGHTS. The Software is a commercial item (as defined in 48 C.F.R. 2.101) consisting of commercial computer software and commercial computer software documentation (as those terms are used in 48 C.F.R. 12.212). Consistent with 48 C.F.R. 12.212 and 48 C.F.R. 227.7202-1 through 227.7202-4, You will not provide the Software to the U.S. Government. Contractor or Manufacturer is Intel Corporation, 2200 Mission College Blvd., Santa Clara, CA 95054.

15. ASSIGNMENT. You may not delegate, assign or transfer this Agreement, the license(s) granted or any of Your rights or duties hereunder, expressly, by implication, by operation of law, or otherwise and any attempt to do so, without Intel's express prior written consent, will be null and void. Intel may assign, delegate and transfer this Agreement, and its rights and obligations hereunder, in its sole discretion.

16. ENTIRE AGREEMENT; SEVERABILITY. The terms and conditions of this Agreement and any NDA with Intel constitute the entire agreement between the Parties with respect to the subject matter hereof, and merge and supersede all prior or contemporaneous agreements, understandings, negotiations and discussions. Neither Party will be bound by any terms, conditions, definitions, warranties, understandings, or representations with respect to the subject matter hereof other than as expressly provided herein. In the event any provision of this Agreement is unenforceable or invalid under any applicable law or applicable court decision, such unenforceability or invalidity will not render this Agreement unenforceable or invalid as a whole, instead such provision will be changed and interpreted so as to best accomplish the objectives of such provision within legal limits.

17. WAIVER. The failure of a Party to require performance by the other Party of any provision hereof will not affect the full right to require such performance at any time thereafter; nor will waiver by a Party of a breach of any provision hereof constitute a waiver of the provision itself.

18. PRIVACY. YOUR PRIVACY RIGHTS ARE SET FORTH IN INTEL'S PRIVACY NOTICE, WHICH FORMS A PART OF THIS AGREEMENT. PLEASE REVIEW THE PRIVACY NOTICE AT [HTTP://WWW.INTEL.COM/PRIVACY](http://www.intel.com/privacy) TO LEARN HOW INTEL COLLECTS, USES AND SHARES INFORMATION ABOUT YOU.