

INTEL SOFTWARE RESELLER LICENSE AGREEMENT

THIS LICENSE GOVERNS YOUR USE OF THE ACCOMPANYING SOFTWARE AND DOCUMENTATION ("SOFTWARE"). BY INSTALLING OR COPYING ALL OR ANY PART OF THE SOFTWARE COMPONENTS IN THIS PACKAGE, YOU ("YOU" OR "LICENSEE") AGREE TO THE TERMS OF THIS AGREEMENT. DO NOT INSTALL OR COPY THE SOFTWARE UNTIL YOU HAVE CAREFULLY READ AND AGREED TO THE FOLLOWING TERMS AND CONDITIONS. IF YOU DO NOT AGREE TO THE TERMS OF THIS AGREEMENT, PROMPTLY RETURN THE SOFTWARE TO INTEL CORPORATION ("INTEL").

This license applies to You if You are an original equipment manufacturer ("OEM") or any other reseller ("Reseller") in the business of manufacturing and/or distributing computer Intel-based hardware products ("Intel Hardware") to end users ("End Users").

1. **COPYRIGHT LICENSE RIGHTS:** Intel grants you a limited, non-exclusive, royalty-free, non-sublicenseable copyright license, subject to the terms and restrictions herein, to reproduce, copy, modify (as limited below) and redistribute the Software to others in such chain of manufacture or distribution and/or to End Users directly for use only with Intel Hardware, provided distribution to End Users must be under substantially the same license terms specified in the attached end user license agreement set forth in the Appendix.

2. **RIGHTS TO MODIFY:** Your rights to modify the Software are limited to the right to:

- (i) modify the Software's documentation to include your company's logo, branding and look and feel (color scheme, fonts, graphical elements) in place of the existing look and feel. You shall retain all copyright notices contained in such documentation but may add your copyright notice in addition to existing notices; and
- (ii) modify the Software's default settings as permitted by the tool supplied by Intel GUI to allow for customization substitute your company's own branding and "look and feel" (color scheme, graphical elements, fonts) in place of its existing branding and look and feel settings.

3. **PATENT RIGHTS:** Intel also grants you a non-transferable, non-exclusive, royalty-free, non-sublicenseable license under Intel's Licensed Patent Claims to distribute the Software, where "Intel's Licensed Patent Claims" means those claims of Intel's patents that (a) are infringed by the Software alone and not in combination, in their unmodified form, as furnished by Intel to You and (b) Intel has the right to license.

4. **LICENSE RESTRICTIONS:** You must not:

- (i) Render the Software incomplete, inaccurate or misleading;
- (ii) Use or distribute the Software for any purpose other than to support Your Intel-hardware based computer, board/chassis combinations, and/or other Intel products
- (iii) Charge a fee of any kind for the Software you distribute;
- (iv) Use trademarks, logos or trade names appearing in the Software provided hereunder for any other purpose.
- (v) Make any statement that your product is "certified," or that its performance is guaranteed, by Intel;
- (vi) disclose, distribute or transfer any part of the Software except as provided in this Agreement, and you agree to prevent unauthorized copying of the Software;
- (vii) reverse engineer, decompile, or disassemble the Software; or
- (viii) sublicense your rights to the Software.

5. OTHER CONDITIONS: You must:

- (i) Retain all legal disclaimers contained in the Software, including without limitation disclaimers regarding warranty, errata and Intel's right to make changes to specifications and product descriptions at any time;
- (ii) Upon Intel's release of an update, upgrade or new version of the Software, make reasonable efforts to discontinue distribution of the portions of the Software that you are licensed hereunder to distribute, and make reasonable efforts to distribute such updates, upgrades or new versions to your customers who have received the Software;
- (iii) Be solely responsible to your customers for any update or support obligation and other liability which may arise from your distribution; and
- (iv) 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 or modification of any part of the Software.

6. THIRD PARTY LICENSES: The Software may contain the software and other property of third party suppliers, some of which may be identified in, and licensed in accordance with, an enclosed "third party license.txt" file or other similarly-named text or file.

7. 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 above, Intel grants no express or implied right under Intel patents, copyrights, trademarks, or other intellectual property rights.

8. DISCLAIMER OF WARRANTY: Intel warrants that the media on which the Software is furnished will be free from defects in material and workmanship under normal use for a period of ninety (90) days from the date of purchase. Intel's entire liability and your exclusive remedy shall be the replacement of the Software if the media on which the Software is furnished proves to be defective. This warranty is void if the media defect has resulted from accident, abuse, or misapplication. Any replacement of media will be warranted for the remainder of the original warranty period or thirty (30) days, whichever is longer. Except as provided above, the Software is provided "AS IS" without warranty of any kind, EITHER EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE.

9. LIMITATION OF LIABILITY: NEITHER INTEL NOR ITS SUPPLIERS SHALL BE LIABLE FOR ANY LOSS OF PROFITS, LOSS OF USE, INTERRUPTION OF BUSINESS, NOR FOR INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OF ANY KIND WHETHER UNDER THIS AGREEMENT OR OTHERWISE, EVEN IF INTEL HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

10. AUDIT: Intel reserves the right to conduct or have conducted audits to verify Your compliance with this Agreement.

11. LICENSE TO USE COMMENTS AND SUGGESTIONS: This Agreement does NOT obligate You to provide Intel with comments or suggestions regarding the Software. However, should You provide Intel with comments or suggestions for the modification, correction, improvement or enhancement of (a) the Software or (b) Intel products or processes which work with the Software, you hereby grant to Intel a non-exclusive, worldwide, royalty-free license, with the right to sublicense Intel's licensees and customers, under your intellectual property rights, the rights to use and disclose such comments and suggestions in any manner Intel chooses and to display, perform, copy, make, have made, use, sell, and otherwise dispose of Intel's and its

sublicensees' products embodying such comments and suggestions in any manner and via any media Intel chooses, without reference to the source and subject to any confidentiality obligations that may exist between You and Intel.

12. **TERMINATION OF THIS LICENSE:** Intel may terminate this license at any time if You are in breach of any of its terms or conditions. Upon termination, You will immediately destroy the Software or return all copies of the Software to Intel along with any copies You have made.

13. **U.S. 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 FAR54-227-14 and DFAR252-227-7013 et seq or its successor. Use of this Software by the Government constitutes acknowledgment of Intel's proprietary rights in the Software. Contractor or Manufacturer is Intel Corporation, 2200 Mission College Blvd., Santa Clara, CA 95054.

14. **EXPORT LAWS:** You agree that neither the Software nor the direct product thereof is intended to be shipped either directly or indirectly to country groups Q, S, W, Y, Z, Afghanistan or the People's Republic of China, unless a validated export license is obtained from the U.S. Department of Commerce.

15. **APPLICABLE LAWS:** This Agreement is governed by the laws of the state 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.

Your specific rights may vary from country to country.

APPENDIX

INTEL END USER SOFTWARE LICENSE AGREEMENT

THIS LICENSE GOVERNS YOUR USE OF THE ACCOMPANYING SOFTWARE AND DOCUMENTATION ("SOFTWARE"). BY INSTALLING OR COPYING ALL OR ANY PART OF THE SOFTWARE COMPONENTS IN THIS PACKAGE, YOU ("YOU" OR "LICENSEE") AGREE TO THE TERMS OF THIS AGREEMENT. DO NOT INSTALL OR COPY THE SOFTWARE UNTIL YOU HAVE CAREFULLY READ AND AGREED TO THE FOLLOWING TERMS AND CONDITIONS. IF YOU DO NOT AGREE TO THE TERMS OF THIS AGREEMENT, PROMPTLY RETURN THE SOFTWARE TO INTEL CORPORATION ("INTEL").

1. LICENSE: Intel hereby grants You a license under its copyrights to copy Intel's Software in binary form (the "Software") onto your organization's computers for your organization's internal use only in connection with an Intel hardware-based server board, system or accessory (the "Intel Hardware") for which such Software has been provided. You may make a reasonable number of back-up copies of the Software, subject to these conditions:

- (a) You may not disclose, distribute or transfer any part of the Software except as provided in this Agreement, and you agree to prevent unauthorized copying of the Software.
- (b) You may not reverse engineer, decompile, or disassemble the Software.
- (c) You may not sublicense the Software.
- (d) The Software may contain the software and other property of third party suppliers, some of which may be identified in, and licensed in accordance with, an enclosed license.txt file or other text or file.
- (e) Intel has no obligation to provide any support or technical assistance for the Software.

2. 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 above, 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. Transfer of the license terminates your right to use the Software.

3. DISCLAIMER OF WARRANTY: Intel warrants that the media on which the Software is furnished will be free from defects in material and workmanship under normal use for a period of ninety (90) days from the date of purchase. Intel's entire liability and your exclusive remedy shall be the replacement of the Software if the media on which the Software is furnished proves to be defective. This warranty is void if the media defect has resulted from accident, abuse, or misapplication. Any replacement of media will be warranted for the remainder of the original warranty period or thirty (30) days, whichever is longer. Except as provided above, the Software is provided "AS IS" without warranty of any kind, EITHER EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE.

4. LIMITATION OF LIABILITY: NEITHER INTEL NOR ITS SUPPLIERS SHALL BE LIABLE FOR ANY LOSS OF PROFITS, LOSS OF USE, INTERRUPTION OF BUSINESS, NOR FOR INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OF ANY KIND WHETHER UNDER THIS AGREEMENT OR OTHERWISE, EVEN IF INTEL HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

5. AUDIT: Intel reserves the right to conduct or have conducted audits to verify Your compliance with this Agreement.

6. LICENSE TO USE COMMENTS AND SUGGESTIONS: This Agreement does NOT obligate You to provide Intel with comments or suggestions regarding the Software. However, should You provide Intel with comments or suggestions for the modification, correction, improvement or enhancement of (a) the Software or (b) Intel products or processes which work with the Software, you hereby grant to Intel a non-exclusive, worldwide, royalty-free license, with the right to sublicense Intel's licensees and customers, under your intellectual property rights, the rights to use and disclose such comments and suggestions in any manner Intel chooses and to display, perform, copy, make, have made, use, sell, and otherwise dispose of Intel's and its sublicensees' products embodying such comments and suggestions in any manner and via any media Intel chooses, without reference to the source and subject to any confidentiality obligations that may exist between You and Intel.

7. TERMINATION OF THIS LICENSE: Intel may terminate this license at any time if You are in breach of any of its terms or conditions. Upon termination, You will immediately destroy the Software or return all copies of the Software to Intel along with any copies You have made.

8. U.S. 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 FAR54-227-14 and DFAR252-227-7013 et seq or its successor. Use of this Software by the Government constitutes acknowledgment of Intel's proprietary rights in the Software. Contractor or Manufacturer is Intel Corporation, 2200 Mission College Blvd., Santa Clara, CA 95054.

9. EXPORT LAWS: You agree that neither the Software nor the direct product thereof is intended to be shipped either directly or indirectly to country groups Q, S, W, Y, Z, Afghanistan or the People's Republic of China, unless a validated export license is obtained from the U.S. Department of Commerce.

10. APPLICABLE LAWS: This Agreement is governed by the laws of the state 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.

Your specific rights may vary from country to country.