INTEL'S DEVCLOUD ACCESS & SOFTWARE LICENSE AGREEMENT

Do not access or use Intel's DevCloud (the "DevCloud") until you have read and accepted the terms and conditions of this Agreement. By accessing or using the DevCloud, you agree to be legally bound by the terms and conditions of this Agreement. If You do not agree to be bound by, or do not have legal authority or the required age to agree to these terms and conditions, do not access or use the DevCloud.

This Intel's DevCloud Access & Software License Agreement (the "**Agreement**"), is entered into between Intel Corporation, a Delaware corporation ("**Intel**") and You. "**You**" and "**Your**" 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. You and Intel are each a "**party**" or collectively, "**parties**" to this Agreement.

1. **DEFINITIONS**.

"**Account Information**" means contact and other information about You that You provide to Intel.

"**Content**" means any software, application, video, image, information, data or other collateral You upload to the DevCloud or User Area during the Term which are not Materials or Hardware.

Derivative Work" means a derivative work, as defined in 17 U.S.C. § 101, of the Software Source Code, that You develop under this Agreement.

"**DevCloud**" means the Intel development platform and storage area system.

"**Hardware**" means Intel integrated circuits, processors, boards, servers, FPGAs, and any other hardware that is made available to You by Intel on the DevCloud solely for use on the DevCloud and under confidential terms.

"**Materials**" means the software, documentation, the software product serial number, or other collateral, including any updates and upgrades thereto that are made available to You by Intel on the DevCloud under separate license terms as detailed in Section 4.1, solely for use on the DevCloud. Materials do not include any Third Party Programs

"**Personal Information**" means any information related to an identified or identifiable natural person; and identifiable person is one who can be identified, directly or indirectly, by reference to an identification number or to one or more factors specific to their physical, physiological, mental, economic, cultural or social identity.

"**Product**" means one or more applications, products or projects developed by or for You using the Materials and the Hardware.

"**Term**" means the time period during which Your account is active and can access the DevCloud, the User Area, the Materials, and the Hardware.

"**Third Party Programs**" mean the files (if any) listed in the "third-party-programs.txt" text file that may be included in the Materials for the applicable software.

"**User Area**" means Your assigned area in the DevCloud.

2. **DEVCLOUD**.

2.1 **Limited Access Right**. Subject to the terms and conditions of this Agreement, Intel grants You a limited, nonexclusive, nontransferable, revocable right, without the right to sublicense, to access and

use the DevCloud and Your User Area as a development platform to create and test the Products, and to upload, use, and store Content in the DevCloud or the User Area during the Term.

2.2 **Provision of DevCloud by Intel**. Intel will use commercially reasonable efforts to make the DevCloud and User Area available to You. Intel may change, discontinue, add or remove features or functionality from, or otherwise modify the DevCloud or the User Area. Intel agrees to maintain commercially reasonable measures related to physical security to protect the Content. Other than responsibility for physical security, You will be solely responsible for data maintenance, integrity, retention, security, and backup of the Content. Intel will take commercially reasonable steps to maintain the confidentiality of the Content in performing data backup services.

2.3 **Use of DevCloud and the User Area; Restrictions**.

  A. Your Obligations. You agree to do each of the following:

    1) Comply with all applicable laws, rules, and regulations of the United States and other countries as applicable, including, without limitation, all applicable privacy laws, the U.S. Foreign Corrupt Practices Act and related international anti-corruption laws, and the Digital Millennium Copyright Act and related copyright laws, and any laws or regulations regarding export, import, transfer, distribution, use, or access of Materials, Hardware or Content;

    2) Cooperate with Intel's investigation of outages, security problems, and any suspected breach of this Agreement;

    3) Comply with all license terms or terms of use for any software, content, service, or website that You use or access when using the DevCloud or the User Area;

    4) Give Intel true, accurate, current, and complete Account Information;

    5) Keep the Account Information up to date;

    6) Be responsible for Your use of the DevCloud and the User Area;

    7) Use commercially reasonable efforts and security precautions to prevent unauthorized access to or use of the DevCloud and the User Area, and immediately notify Intel of any known or suspected unauthorized use of Your account or any other breach of security of the DevCloud or the User Area; and

    8) Be responsible for maintaining the confidentiality of Your password for Your account and for the User Area. You could be held liable for losses incurred by Intel or third party due to someone else using the User Area or Your account and password.

  B. User Area Obligations. You are entirely responsible for any and all activities that occur with regard to the User Area. Intel will not be liable for any loss that You may incur as a result of someone else using Your account, password or User Area, either with or without Your knowledge. You may not use anyone else's user area at any time, without permission.

  C. No Unlawful or Prohibited Use**.** You agree not to use the DevCloud or the User Area, or upload any Content to the DevCloud or the User Area, for any purpose that is unlawful or prohibited by this Agreement or by applicable law. You may not:

    1) Use the DevCloud to "stalk" or otherwise harass or harm another;

    2) Impersonate any person or entity, including, but not limited to, an Intel official, forum leader, guide or host, or falsely state or otherwise misrepresent Your affiliation with a person or entity or collect or store Personal Information about other users in connection with the prohibited conduct and activities;

3) Forge headers or otherwise manipulate identifiers in order to disguise the origin of any Content uploaded to the DevCloud or the User Area;

4) Use the DevCloud or the User Area in any manner that could damage, disable, overburden, or impair any Intel server, or network(s) connections, disobey any requirements, procedures, policies or regulations of networks connected to the DevCloud or the User Area or interfere with any other party's use and enjoyment of the DevCloud or any other user's user area;

5) Attempt to gain unauthorized access to the DevCloud, any other user's user area, any Materials or Hardware, any other user's accounts, computer systems or networks connected to any Intel server, through hacking, password mining or any other means or obtain or attempt to obtain any materials, software or information through any means not intentionally made available through the DevCloud;

6) Provide material support or resources (or to conceal or disguise the nature, location, source, or ownership of material support or resources) to any organization(s) designated by the United States government as a foreign terrorist organization pursuant to Section 219 of the Immigration and Nationality Act.

2.4 **Suspension of Access to the DevCloud**.

A. Suspension. Intel may suspend Your access to the DevCloud and the User Area without liability if:

1) Intel reasonably believes that the DevCloud or User Area is being used (or have been or will be used) by You in violation of this Agreement or any applicable law, court order, rule, or regulation in any jurisdiction;

2) You do not cooperate with Intel's investigation of any suspected violation of this Agreement or any applicable law, court order, rule, or regulation in any jurisdiction;

3) Intel reasonably believes that the DevCloud or User Area provided to You has been accessed or manipulated by a third party without Your consent or in violation of this Agreement;

4) Intel reasonably believes that suspension of the DevCloud or User Area is necessary to protect Intel's network or other Intel customers;

5) Your continued use of the DevCloud or User Area may adversely impact the DevCloud, the User Area or the systems or content of any other Intel customer;

6) Intel reasonably believes that Your use of the DevCloud, the User Area, the Materials, the Hardware, or the Content may subject Intel, its affiliates, or any third party to liability; or

7) Suspension is required by applicable law, court order, rule, or regulation.

B. Notice. Intel will give You reasonable advance notice of a suspension under this Section and a chance to cure the grounds on which the suspension is based, unless Intel determines, in Intel's reasonable commercial judgment, that a suspension on shorter or contemporaneous notice is necessary to protect Intel or its other customers from operational, security, or other risks or the suspension is ordered by a court or other judicial body.

C. Effect of Suspension. If Intel suspends Your right to access or use any portion or all of the DevCloud or the User Area:

1) You will not be entitled to any remedy under this Agreement for any period of suspension; and

2) At Intel's sole discretion, Intel may terminate Your access to the Content stored in the User Area during a suspension, and Intel will not be liable to You for any damages or losses You may incur as a result of the suspension.

2.5 **No Other Licenses**. Neither party grants the other party any license or rights, by implication, estoppel, or otherwise, under Intellectual Property Rights it owns, is licensed to, or controls before or after entering into this Agreement, except as expressly granted in this Agreement.

2.6 **Ownership**. You acknowledge and agree that Intel or its licensors own all right, title, and interest in and to the DevCloud and the User Area, including, without limitation, any intellectual property rights or other proprietary rights that subsist in the DevCloud or the User Area, whether those rights are registered or unregistered, and wherever in the world those rights may exist. In addition, Intel may use analytics relating to Your use of the DevCloud in an aggregate, non-identifiable form.

3. **CONTENT AND YOUR RESPONSIBILITIES**.

3.1 **Content**. All Content remains Your sole property, as between Intel and You. You grant Intel the right to use the Content to perform Intel's obligations under this Agreement. Other than responsibility for physical security of the servers provisioning the DevCloud and Your User Area, You are solely responsible for data maintenance, integrity, retention, security, and backup of the Content.

3.2 **Your Responsibilities**.

A. **You may not upload or post to the DevCloud or the User Area:**

1) Any Content that is unlawful, harmful, threatening, abusive, harassing, torturous, defamatory, vulgar, obscene, libelous, invasive of another's privacy, hateful, or racially, ethnically or otherwise objectionable;

2) Any Content that You do not have a right to make available under any law or contractual or fiduciary relationships (such as inside information, proprietary and confidential information learned or disclosed as part of employment relationships or under nondisclosure agreements);

3) Any Content that infringes any patent, trademark, trade secret, copyright or other proprietary rights of any party;

4) Any unsolicited or unauthorized advertising, promotional materials, "junk mail," "spam," "chain letters," "pyramid schemes," or any other form of solicitation;

5) Any Content that You do not have the rights to put on the DevCloud or the User Area;

6) Any Content or material that contains software viruses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications, reports and recommendations;

7) Any Content or any other data that is directly related to military, defense, aerospace, nuclear, biological or chemical weapon end uses or in support of law enforcement, national security, military, or foreign policy objectives; or

8) Personal Information.

3.3 **Compliance Warranty**. You represent and warrant to Intel that You are solely responsible for: (A) all Content and all activity in Your account and the User Area; and (B) ensuring that You have the right to use, transmit, and store all Content on the DevCloud and the User Area. You will indemnify, hold harmless, and defend Intel and its suppliers from and against any claims or lawsuits, including attorney's fees, that arise out of or result from the use or storage of the Content on the DevCloud or the User Area.

3.4 **Intel Responsibilities**. Intel agrees to maintain commercially reasonable measures related to the physical security of the DevCloud servers to protect the Content. Intel will take commercially reasonable steps to maintain the confidentiality of the Content in performing data backup services.

4. **MATERIALS AND HARDWARE**.

4.1 **License Terms for the Materials**. Please contact Intel at https://software.intel.com/en-us/forums/intel-devcloud for assistance with license-related questions.

   A. Separate Materials Licenses. Materials are made available to You on the DevCloud solely for use on the DevCloud. Materials are provided under their own separate license terms ("**Materials License(s)**") which can be found in the /glob/LICENSEFILES directory on the DevCloud. By using the Materials, You acknowledge and agree that You have accepted and are subject to the Materials Licenses. Notwithstanding any terms to the contrary in the Materials Licenses, You are not allowed to download any Materials from the DevCloud or use the Materials outside of the DevCloud, except for redistributables as allowed under the respective Materials License.

   B. License to Materials With No Separate License. If there is no Materials License in the /glob/LICENSEFILES directory for the Materials You wish to use, the terms set forth in Exhibit A govern Your use of those Materials.

   C. Third Party and Open Source Software License Terms. Third party software and open source software, even if included with the distribution of the Materials, may be governed by separate license terms. Such separate license terms (and not this Agreement) solely govern Your use of the Third Party Programs. These separate license terms may be found in the /glob/LICENSEFILES directory.

4.2 **Terms for the Hardware.** Hardware is made available to You on the DevCloud solely for use on the DevCloud. All information related to the Hardware is Intel Confidential Information under the terms of Section 6 unless otherwise noted in writing.

5. **FEEDBACK**. This Agreement does not obligate You to provide Intel with materials, information, comments, suggestions or other communication regarding the DevCloud, the User Area, the Materials, and the Hardware. However, You agree that any material, information, comments, suggestions or other communication You transmit or post to an Intel website (including but not limited to, submissions to the Intel Priority Support and/or other customer support websites or online portals) or provide to Intel under this Agreement are not controlled by the International Traffic in Arms Regulations (ITAR) or the Export Administration Regulation (EAR), and if related to the features, functions, performance or use of the DevCloud, the User Area, the Materials, or the Hardware are deemed non-confidential and non-proprietary ("Communications"). Intel will have no obligations with respect to the Communications. You hereby grant to Intel a non-exclusive, perpetual, irrevocable, royalty-free, copyright license 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 Communications and all data, images, sounds, text, and other things embodied therein, including derivative works thereto, for any and all commercial or non-commercial purposes. You are prohibited from posting or transmitting to or from an Intel website or provide to Intel any unlawful, threatening, libelous, defamatory, obscene, pornographic, or other material that would violate any law. If You wish to provide Intel with information that You intend to be treated as confidential information, Intel requires that such confidential information be provided pursuant to a non-disclosure agreement ("NDA"); please contact Your Intel representative to ensure the proper NDA is in place.

Nothing in this Agreement will be construed as preventing Intel from reviewing Your Communications and errors or defects in Intel products discovered while reviewing Your Communications. Furthermore, nothing in this Agreement will be construed as preventing Intel from implementing independently-developed enhancements to Intel's own error diagnosis methodology to detect errors or defects in Intel products discovered while reviewing Your Communications or to implement bug fixes or enhancements in Intel products. The foregoing may include the right to include Your Communications in regression test suites.

6. **CONFIDENTIALITY**. Information provided by Intel to You may include information marked as confidential. Your security access code to the User Area is considered confidential information. You must treat such information as confidential under the terms of the applicable NDA between Intel and You. If You have not entered into an NDA with Intel, You must not disclose, distribute or make use of any information marked as confidential, except as expressly authorized in writing by Intel and protect such confidential information using confidential protection measures no less protective than You apply to Your information of similar sensitivity. Intel retains all rights in and to its confidential information specifications, designs, engineering details, discoveries, inventions, patents, copyrights, trademarks, trade secrets and other proprietary rights. Any breach by You of the confidentiality obligations provided for in this Section 6 will cause irreparable injury to Intel for which money damages may be inadequate to compensate Intel for losses arising from such a breach. Intel may obtain equitable relief, including injunctive relief, if You breach or threaten to breach Your confidentiality obligations.

You may not use Intel's name or logo in any publications, advertisements, or other announcements without Intel's prior written consent.

7. **NO WARRANTIES; NO SUPPORT**. Disclaimer. **Your use of the DevCloud, the User Area, and the Hardware are at your sole risk and they are provided "AS IS" without any express or implied warranty of any kind from Intel or from any other person or entity, 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 DevCloud, the User Area, and the Hardware.

The DevCloud and the User Area may be interrupted or contain errors. While Intel takes reasonable physical, technical, and administrative measures to secure the DevCloud and the User Area, Intel does not guarantee that they cannot be compromised.

Any Materials or Hardware accessed or otherwise obtained through the use of the DevCloud is done at Your own discretion and risk and You will be solely responsible for any damage to Your computer system or other device or loss of data that results from the use of any such Material or Hardware. Any Materials or Hardware accessed or otherwise obtained through use of the DevCloud is subject to the terms and conditions of Section 4.

Intel may make changes to the DevCloud, the User Area, the Materials, the Hardware, or any documentation provided to You, at any time without notice. Intel is not obligated to support, update, or provide training for the DevCloud, the User Area, the Materials or the Hardware. No agency, franchise, partnership, joint-venture, or employee-employer relationship is intended or created by this Agreement.

8.   **LIMITATION OF LIABILITY. IN NO EVENT WILL INTEL OR ITS PROVIDERS AND SUPPLIERS BE LIABLE FOR ANY DAMAGES WHATSOEVER (INCLUDING, WITHOUT LIMITATION, LOST PROFITS, LOSS OF BUSINESS OR GOODWILL, BUSINESS INTERRUPTION, LOSS OF CONTENT, INFORMATION, OR DATA) ARISING OUT OF OR IN RELATION TO THIS AGREEMENT, INCLUDING THE USE OF OR TEMPORARY OR PERMANENT INABILITY TO USE THE DEVCLOUD OR THE USER AREA (OR ANY FEATURES WITHIN THE DEVCLOUD OR THE USER AREA), THE MATERIALS, THE HARDWARE OR THE CONTENT; LOSS OR DAMAGE AS A RESULT OF ANY RELIANCE PLACED BY YOU ON THE COMPLETENESS, ACCURACY OR EXISTENCE OF ANY MATERIALS, OR ANY CHANGES INTEL MAY MAKE TO THE DEVCLOUD, THE USER AREA, THE MATERIALS, THE HARDWARE, DOCUMENTS (OR ANY FEATURES WITHIN THE DEVCLOUD OR THE USER AREA); OR IF APPLICABLE, YOUR FAILURE TO KEEP YOUR PASSWORD OR ACCOUNT INFORMATION SECURE AND CONFIDENTIAL; EVEN IF INTEL HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR SHOULD HAVE BEEN AWARE OF THE POSSIBILITY OF ANY SUCH LOSSES. 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 WARRANTY DISCLAIMER AND THIS LIMITED LIABILITY ARE FUNDAMENTAL ELEMENTS OF THE BASIS OF THE BARGAIN BETWEEN INTEL AND YOU. YOU ACKNOWLEDGE INTEL WOULD BE UNABLE TO PROVIDE THE DEVCLOUD, THE USER AREA, OR THE MATERIALS WITHOUT SUCH LIMITATIONS.

9.   **TERM; TERMINATION; SURVIVAL**. This Agreement commences upon Your acceptance of the terms and conditions of this Agreement and continues in effect for the Term, at which time it automatically expires and Your access rights are terminated. You must remove the Content from the User Area prior to expiration of the Agreement. Intel may immediately terminate this Agreement for cause if You or someone acting on Your behalf or at Your request violates any of the terms or conditions of this Agreement. Intel may terminate this Agreement for any reason at any time with prior written notice. Upon expiration or termination of this Agreement, all access rights granted to You will terminate immediately. The following sections will survive expiration of termination of this Agreement: Sections 1, 2.5, 2.6, first sentence of 3.1, 3.3, 5, 6, 7, 8, last sentence of 9, and 10 through 18.

10. **GOVERNING LAW; JURISDICTION; INJUNCTIVE RELIEF**. This Agreement and any dispute arising out of or relating to it will be governed by the laws of the U.S.A. and the state of 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 having jurisdiction over the parties. Claims for misappropriation of trade secrets and breach of confidentiality obligations may also be brought in any court that has jurisdiction over the parties if the relief sought includes injunctive or other non-monetary relief.

11. **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.

12. **ENTIRE AGREEMENT**. This Agreement, the separate Materials Licenses, and the NDA between the parties contains the complete and exclusive agreement and understanding between the parties concerning the subject matter of this Agreement, and supersedes all prior and contemporaneous proposals, agreements, understanding, negotiations, representations, warranties, conditions, and communications, oral or written, between the parties relating to the same subject matter. This Agreement, including without limitation its termination, has no effect on any signed non-disclosure agreements between the parties, which remain in full force and effect as separate agreements to their terms. Each party acknowledges and agrees that in entering into this Agreement it has not relied on, and will not be entitled to rely on, any oral or written representations, warranties, conditions, understanding, or communications between the parties that are not expressly set forth in this Agreement. The express provisions of this Agreement control over any course of performance, course of dealing, or usage of the trade inconsistent with any of the provisions of this Agreement. No modification or amendment to this Agreement will be effective unless in writing and signed by authorized representatives of each party, and must specifically identify this Agreement by its title and version; except that Intel may make changes to the Agreement at any time but will provide notice to You that a new agreement has been provided. If You received a copy of this Agreement translated into another language, the English language version of this Agreement will prevail in the event of any conflict between versions.

13. **SEVERABILITY**. The parties intend that if a court holds that any provision or part of this Agreement is invalid or unenforceable under applicable law, the court will modify the provision to the minimum extent necessary to make it valid and enforceable, or if it cannot be made valid and enforceable, the parties intend that the court will sever and delete the provision or part from this Agreement. Any change to or deletion of a provision or part of this Agreement under this Section will not affect the validity or enforceability of the remainder of this Agreement, which will continue in full force and effect.

14. **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.

15. **FORCE MAJEURE**. Neither party is liable for any event beyond a party's reasonable control, that by its nature could not have been foreseen, or, if it could have been foreseen, was unavoidable, including without limitation strikes, lock-outs or other industrial disputes (whether involving the workforce of a party or any other party), failure of a utility service or transport network, act of God, war, riot, civil commotion, malicious damage, sabotage, epidemics, compliance with any law or governmental order, rule, regulation or direction, accident, breakdown of plant or machinery, significant power outages and/or IT failures, fire, flood, storm or default of suppliers or subcontractors.

16. **INJUNCTIVE RELIEF**. Any breach by You of this Agreement or violation of Intel's Intellectual Property Rights could cause irreparable injury or harm to Intel. Intel may seek a court order to stop any breach or avoid any future breach.

17. **EXPORT CONTROL COMPLIANCE**. You acknowledge that the Materials and the Hardware and all related technical information made available to You on DevCloud are subject to export controls and You agree to comply with all laws and regulations of the United States and other applicable governments governing export, re-export, import, transfer, distribution, and use of the Materials and the Hardware and such related information. In particular, but without limitation, the Materials and the Hardware 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 Materials and the Hardware, 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 Materials or the Hardware for, or sell or transfer them to a third party who is known or suspected to be involved in, any purposes prohibited by the U.S.

government or other applicable governments, including, without limitation, the development, design, manufacture, or production of nuclear, missile, chemical or biological weapons.

18. **U.S. GOVERNMENT RESTRICTED RIGHTS**. The technical data and computer software covered by the licenses to DevCloud, the Materials, and the Hardware are each a "Commercial Item," as such 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 pursuant to the terms and conditions herein.

LICENSE TO MATERIALS WITHOUT A SEPARATE MATERIALS LICENSE

The use of Materials without a separate Materials License are subject to the following terms in addition to the terms of the Agreement.

1. **Additional Definitions**.

"**Executable Code**" means computer programming code in binary form suitable for machine execution by a processor without the intervening steps of interpretation or compilation.

"**Pre-Release Materials**" mean the portions of the Materials, that are identified (in the product release notes, on Intel's download website for the Materials or elsewhere) or labeled as pre-release, prototype, alpha or beta code and, as such, the Pre-Release Materials are deemed to be pre-release code, which may not be fully functional or tested and may contain bugs or errors, which Intel may substantially modify in its development of a production version, and for which Intel makes no assurances that it will ever develop or make generally available a production version.

"**Reciprocal Open Source Software**" means any software that is subject to a license which requires that (a) it must be distributed in source code form; (b) it must be licensed under the same open source license terms; and (c) its derivative works must be licensed under the same open source license terms. Examples of this type of license are the GNU General Public License or the Mozilla Public License.

"**Redistributables**" mean the files (if any) listed in the "redist.txt", "redist-rt.txt" or similarly-named text files that may be included in the Materials. Redistributables include Sample Source Code.

"**Sample Source Code**" means those portions of the Materials that are Source Code and are identified as sample code. Sample Source Code may not have been tested nor validated by Intel and is provided purely as a programming example.

"**Source Code**" means the software portion of the Materials provided in human readable format.

2. **License Grant to Materials**. For the purposes of this Exhibit A, and the license provided herein, Materials include any Executable Code, Source Code, Sample Source Code, and Pre-Release Materials, but do not include Third Party Programs. Subject to the terms and conditions of this Agreement, including, but not limited to the restrictions in Section 3 below, Intel grants You a non-exclusive, worldwide, non-assignable (except as expressly permitted hereunder), non-sublicensable, limited right and license for the Term, under its copyrights, to, use the Materials only on the DevCloud solely for Your personal or business use to develop the Product, in accordance with the documentation or text files included as part of the Materials, if any. For the purposes of this Exhibit A, and the license provided herein, Materials include any Executable Code, Source Code, Sample Source Code, and Pre-Release Materials, but do not include Third Party Programs.

3. **Third Party Programs and Other Intel Programs Licenses**. Third Party Programs, even if included with the distribution of the Materials, are governed by separate license terms, including without limitation, third party license terms, other Intel software license terms, and open source software license terms. Such separate license terms (and not this Agreement) solely govern Your use of the Third Party Programs.

4. **Restrictions.** Except as expressly provided in this Agreement, You may NOT: (i) copy or reproduce the Materials to any other server or location for further reproduction or redistribution; (ii) use, copy, distribute, or publicly display the Materials; (iii) share, publish, rent or lease the Materials to any third party; (iv) assign this Agreement or transfer the Materials; (v) modify, adapt, or translate the Materials in whole or in part; (vi) reverse engineer, decompile, or disassemble the Materials, or otherwise attempt to

derive the source code for the software; (vii) work around any technical limitations in the software or attempt to modify or tamper with the normal function of any license manager that may regulate usage of the Materials; (viii) distribute, sublicense or transfer the Source Code form of any components of the Materials or Derivative Works to any third party; (ix) distribute the Redistributables to run on a platform other than a Microsoft Platform if according to the accompanying user documentation the Materials are meant to execute only on a Microsoft Platform; (x) remove, minimize, block or modify any notices of Intel or its suppliers in the Materials; (xi) include the Redistributables in malicious, deceptive, or unlawful programs or products or use the Materials in any way that is against the law; (xii) modify, create a Derivative Work, link, or distribute the Materials so that any part of it becomes Reciprocal Open Source Software; (xiii) use the Materials directly or indirectly for SaaS services or service bureau purposes (i.e., a service whereby the use of or access to the Materials is provided to a third party as a service, such as in the salesforce.com service business model).

5. **Pre-Release Materials.** If You receive Pre-Release Materials, You may use the Pre-Release Materials for evaluation, and testing purposes. You may not (i) modify or incorporate the Pre-Release Materials into any product You are developing; (ii) continue to use the Pre-Release Materials if and once a commercial version is released; and (iii) disclose to any third party any benchmarks or other performance results, or other information relating to the Pre-Release Materials. Intel may waive these restrictions in writing at its sole discretion; however, if You decide to use the Pre-Release Materials in the Product (even with Intel's permission), You acknowledge and agree that You are fully responsible for any issues that result from the modification or incorporation of the Pre-Release Materials into Your Product.

6. **Safety, Critical, and Lifesaving Applications.** The Materials may provide information relevant to safety-critical applications to allow compliance with functional safety standards or requirements ("**Safety-Critical Applications**"). **You understand and acknowledge that safety is Your responsibility. To the extent You use the Materials to create, or as part of, products used in Safety-Critical Applications it is Your responsibility to design, manage and assure system-level safeguards to anticipate, monitor and control system failures, and You agree that You are solely responsible for all applicable regulatory standards and safety-related requirements concerning Your use of the Materials in Safety Critical Applications.** Should You use the Materials for Safety-Critical Applications or in any type of a system or application in which the failure of the Materials could create a situation where personal injury or death may occur (e.g., medical systems, life sustaining or lifesaving systems) ("**Lifesaving Applications**"), You agree to indemnify, defend, and hold Intel and its representatives harmless against all claims, costs, damages, and expenses, including reasonable attorney fees arising in any way out of Your use of the Materials in Safety-Critical Applications and claims of product liability, personal injury or death associated with Lifesaving Applications; even if, for either type of application, such claims allege that Intel was negligent or strictly liable regarding the design or manufacture of the Materials or its failure to warn regarding the Materials.

7. **Media Format Codecs and Digital Rights Management**. You acknowledge and agree that Your use of the Materials or distribution of the Redistributables with the Product as permitted by this license may require You to procure license(s) from one or more third parties that may hold intellectual property rights applicable to any media decoding, encoding or transcoding technology (such as, for example, through use of an audio or video codec) and/or digital rights management capabilities of the Materials, if any. Should any such additional licenses be required, You are solely responsible for obtaining any such licenses and agree to obtain any such licenses at Your own expense.

8. **Ownership of the Materials**. The Materials are protected by intellectual property rights, including without limitation, United States copyright laws and international treaty provisions. You will not remove any copyright or other proprietary notice from the Materials. You agree to prevent any unauthorized

copying of the Materials. Except as expressly provided herein, no license or right is granted to You directly or by implication, inducement, estoppel or otherwise; specifically Intel does not grant any express or implied right to You under Intel patents, copyrights, trademarks, or trade secrets.