

## End User License Agreement

### INTEL AIM Suite SOFTWARE LICENSE AGREEMENT

**NOTICE TO USER:** Please read this Intel Software License Agreement ("**Agreement**") carefully. By using, loading, copying or distributing all or any portion of the Software, You be bound by all the terms and conditions of this Agreement. You agree that this Agreement is enforceable as though it were a negotiated Agreement signed by You. This Agreement is enforceable against You and any legal entity that obtains the Software and on whose behalf it is used. You agree that You are bound by this Agreement whether You are acting in behalf or on behalf of a third party and that You have the authority to bind that entity and its affiliates to these terms and conditions. You agree that any of Your agents, representatives, employees, or any person or entity acting on Your behalf will be bound by, and will abide by, these terms and conditions. If You do not agree with these terms and conditions, the authority, do not use, load or copy this Software.

#### 1. DEFINITIONS

- (a) "Compatible Systems" mean digital display systems which (i) may include, but are not limited to, a display, screen, monitor and computer, and (ii) utilize the functionality of accordance with the Documentation and in compliance with the terms and conditions of this Agreement.
- (b) "Intel" means Intel Corporation, a Delaware corporation, with offices at 2200 Mission College Boulevard, Santa Clara, CA 95052.
- (c) "Permitted Number" means the number of seats of the Software licensed by You.
- (d) "Software" means all of the contents of the files (provided either by electronic download, on physical media or any other method of distribution), disk(s), CD-ROM(s) or other this Agreement is provided, including but not limited to:
  - (i) Intel or third party computer information or software;
  - (ii) related explanatory written materials or files ("Documentation"); andupgrades, modified versions, updates, additions, and copies of the Software, if any, licensed to You by Intel (collectively, "Updates").
- (e) "Subscription Period" means the period of time described in a separate subscription order during which the license rights granted by this Agreement are in effect and valid.
- (f) "You" or "Your" means you as an individual or, if you are accepting this Agreement on behalf of a legal entity, including, without limitation, a corporation, partnership or government entity. "You" or "Your" means that legal entity.

#### 2. SOFTWARE LICENSE, RESTRICTIONS

- (a) **Licenses.** Subject to (i) the terms and conditions of this Agreement and (ii) payment of the applicable license fees, and during the Subscription Period, Intel grants to You a non-revocable, non-transferable, limited license, without the right to sublicense, under Intel's copyrights to reproduce the Software on Your Permitted Number of Compatible Systems and use of the Software in accordance with the Documentation and any other related terms or agreements under Your subscription.
- (b) **Restricted Use.** The Software may not be shared, installed or used concurrently on different computers. In the event that You wish to establish more than the Permitted Number of Systems, additional seats must be licensed.
- (c) **Backup Copy.** You may make one backup copy of the Software, provided Your backup copy is not installed or used on any computer. The backup copy must include all copyright notices contained in the original.
- (d) **No Modification.** You may not modify, adapt, translate or create derivative works based upon the Software. You may not reverse engineer, decompile, disassemble or otherwise discover the source code of the Software.
- (e) **No Transfer.** You may not rent, lease, sublicense, assign or transfer Your rights in the Software, or authorize all or any portion of the Software to be copied onto another use.
- (f) **No Other Rights.** The Software is protected by the intellectual property laws of the United States and other countries, and international treaty provisions. Except as otherwise provided above, Intel grants no express or implied rights under Intel's intellectual property rights. Except as expressly stated in this Agreement, no license or right is granted to You directly or indirectly, by implication, inducement, estoppel or otherwise. Intel will have the right to inspect or have an independent auditor inspect Your relevant records to verify Your compliance with the conditions of this Agreement.

#### 3. CONSENT TO USE DATA, FEEDBACK

- (a) **Consent.** In consideration for the grant of rights by Intel to You under this Agreement, You hereby agree that Intel, its subsidiaries and affiliates may collect and use data and information, including, but not limited to, technical information about your Compatible System, related software, services, or peripherals, and the operation of the Software or defined below) prepared, collected, or generated through Your use of the Software or the Services (collectively "Data"), provided that Intel will use or disclose the Data in any personally identifiable form for purposes determined by Intel including, but not limited to, industry studies, internal validation, quality assurance and product authentication;
- (b) **Acknowledgement.** You acknowledge that any and all use of the Data by Intel in accordance with this Section will not constitute a breach of confidentiality or trade secrets, conditions of this Agreement, or give rise to any other claim by You against Intel. You also agree that Intel, its subsidiaries or affiliates may collect and use Data that is gathered to facilitate the provisioning of Software updates, product support and other services to You (if any) related to the Software or Services, and to verify compliance with the terms of this Agreement. Intel may use this information to improve Intel's products or to provide services or technologies to You.
- (c) **Feedback License.** If You provide Intel with comments or suggestions for the modification, correction, improvement or enhancement of the Software or Service (collectively "Feedback"), You hereby grant to Intel a non-exclusive, irrevocable, worldwide, royalty-free license, including the right to sublicense Intel licensees and customers, under your intellectual property rights, the rights to use and disclose the Feedback in any manner Intel chooses and to display, perform, copy, have copied, make, have made, use, sell, offer to sell, and to use Intel's and its sublicensees' products embodying the Feedback in any manner and via any media Intel chooses, but without reference to the source of the Feedback.

#### 4. SERVICES, THIRD PARTIES

- (a) **Software Related Services.** The Software enables access to certain Intel web-based systems ("Services"). Use of the Services requires internet access and is subject to Intel's terms and conditions, which will be made available to you separately, and to which You must agree in order to access the Services.
- (b) **No Support Services, Updates.** Intel may make changes to the Software and Services, at any time without notice, but is not obligated to support or update the Software or Services. Software may automatically download and install Updates from time to time. These Updates are designed to improve, enhance and further develop the Software or Services.

form of bug fixes, enhanced functionality, new software modules or completely new versions. You agree that Intel may deliver Updates to You as part of your use of the Software without notice or need for further consent.

(c) Third Party Website Access. To license or access the Software You may be allowed or required to access third party websites ("Third Party Sites"). Your access to and use of Sites, if any, including any goods, software, services or information made available from those sites, is governed by the terms and conditions found at each Third Party Site. The sites are not owned or operated by Intel. YOUR USE OF THIRD PARTY SITES IS AT YOUR OWN RISK. INTEL MAKES NO WARRANTIES, CONDITIONS, INDEMNITIES, REPRESENTATIONS EXPRESS OR IMPLIED, WHETHER BY STATUTE, COMMON LAW, EQUITY, CUSTOM, USAGE OR OTHERWISE AS TO ANY OTHER MATTERS, INCLUDING BUT NOT LIMITED TO INFRINGEMENT OF THIRD PARTY RIGHTS, TITLE, INTEGRATION, ACCURACY, SECURITY, AVAILABILITY, SATISFACTORY QUALITY, MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE WITH RESPECT TO THE THIRD PARTY SITES.

## 5. UPDATES

If the Software is an Update to a previous version of the Software, You must possess a valid license to the previous version in order to receive and be licensed to the Update. If the Software is provided to You on a "license exchange basis". You agree that by loading, copying or otherwise using an Update You voluntarily terminate Your license to any previous version of the Software.

## 6. FEES & PAYMENT

In order to exercise rights granted in this Agreement, You agree to pay Intel the fees and other charges due under any terms and agreements for your subscription. You are responsible for any additional expenses, including interest and reasonable attorney's fees incurred in collecting late payments, if applicable.

## 7. CONFIDENTIALITY

You will not disclose the terms or existence of this Agreement.

## 8. NO WARRANTY

THE SOFTWARE IS PROVIDED ON AN "AS IS" BASIS, WITHOUT REPRESENTATION, WARRANTY OR CONDITION OF ANY KIND, INCLUDING WITHOUT LIMITATION, ANY EXPRESS OR IMPLIED WARRANTIES, REPRESENTATIONS, WARRANTIES OR CONDITIONS THAT THE SOFTWARE IS FREE OF DEFECTS, MERCHANTABILITY, FIT FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, WILL OPERATE ERROR-FREE, OR IN AN UNINTERRUPTED FASHION, THAT ANY DEFECTS OR ERRORS IN THE SOFTWARE CAN OR WILL BE CORRECTED, OR THAT THE SOFTWARE IS COMPATIBLE WITH ANY PARTICULAR HARDWARE OR SOFTWARE PLATFORM. EFFORTS BY INTEL TO MODIFY THE SOFTWARE WILL NOT BE DEEMED A WAIVER OF THESE ENTIRE RISK AS TO THE QUALITY AND PERFORMANCE OF THE SOFTWARE IS BORNE BY YOU. THIS DISCLAIMER CONSTITUTES AN ESSENTIAL PART OF THIS AGREEMENT. THE SOFTWARE IS AUTHORIZED UNDER THIS AGREEMENT EXCEPT UNDER THIS DISCLAIMER.

SOME STATES OR JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF IMPLIED REPRESENTATIONS, WARRANTIES OR CONDITIONS OR LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY, WARRANTY OR CONDITION MAY LAST, SO THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU.

## 9. LIMITATION OF LIABILITY

IN NO EVENT WILL INTEL OR ITS SUPPLIERS BE LIABLE FOR ANY DAMAGES WHATSOEVER (INCLUDING, WITHOUT LIMITATION, LOST PROFITS, BUSINESS INTERRUPTION, OR INFORMATION) ARISING OUT OF THE USE OF OR INABILITY TO USE THE SOFTWARE, EVEN IF INTEL HAS BEEN ADVISED OF THE POSSIBILITY OF THE 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. THE SOFTWARE LICENSED UNDER THIS AGREEMENT IS NOT DESIGNED OR INTENDED FOR ANY MEDICAL, LIFE SAVING OR LIFE SUSTAINING SYSTEMS, TRANSPORTATION SYSTEMS, NUCLEAR SYSTEMS, OR FOR ANY OTHER MISSION CRITICAL APPLICATION IN WHICH THE SOFTWARE COULD LEAD TO PERSONAL INJURY OR DEATH. YOU WILL INDEMNIFY AND HOLD INTEL AND THE INTEL PARTIES HARMLESS AGAINST ALL CLAIMS, COSTS, EXPENSES, AND REASONABLE ATTORNEY FEES ARISING OUT OF, DIRECTLY OR INDIRECTLY, THE DISTRIBUTION OF THE SOFTWARE AND ANY CLAIM OF PRODUCT LIABILITY INJURY OR DEATH ASSOCIATED WITH ANY UNINTENDED USE, EVEN IF THE CLAIM ALLEGES THAT AN INTEL PARTY WAS NEGLIGENT REGARDING THE DESIGN OR MANUFACTURE OF THE SOFTWARE. THE LIMITED REMEDIES, WARRANTY DISCLAIMER AND LIMITED LIABILITY ARE FUNDAMENTAL ELEMENTS OF THE BASIS OF THE BARGAIN BETWEEN INTEL AND YOU. INTEL WILL NOT BE ABLE TO PROVIDE THE SOFTWARE WITHOUT THESE LIMITATIONS.

## 10. PUBLICITY

You will not 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.

## 11. EXPORT RULES

You will not export, either directly or indirectly, any product, service or technical data or system incorporating these items without first obtaining any required license or other approval from the U.S. Department of Commerce or any other agency or department of the United States Government. In the event any product is exported from the United States or re-exported to a destination by You, You will ensure that the distribution and export/re-export or import of the product is in compliance with all laws, regulations, orders, or other restrictions of the U.S. Administration Regulations and the appropriate foreign government. You agree that neither You nor any of Your subsidiaries will export/re-export any technical data, process, or software, directly or indirectly, to any country for which the United States government or any agency thereof or the foreign government from where it is shipping requires an export license or governmental approval, without first obtaining the license or approval.

## 12. REMEDIES

If You breach this Agreement, You will promptly return the Software to Intel. A breach by You will irrevocably harm Intel, and Intel will be entitled to injunctive or other equitable relief and any other remedies afforded by law.

## 13. GOVERNING LAW & JURISDICTION

Any claims arising under or relating to this Agreement will be governed by the internal substantive laws of the State of Delaware or federal courts located in Delaware, without regard to conflict of laws. Each party hereby agrees to jurisdiction and venue in the courts of the State of Delaware for all disputes and litigation arising under or relating to this Agreement. The United Nations Convention on Contracts for the International Sale of Goods is specifically excluded from application to this Agreement.

## 14. NOTICE TO U.S. GOVERNMENT END USERS

The technical data and computer software covered by this license is a "Commercial Item," as the term is defined by the FAR 2.101 (48 C.F.R. 2.101) and is "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 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 of 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 agency 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 covered by this license.

## 15. COMPLIANCE WITH LICENSES

If You are a business or organization, You agree that upon request from Intel or Intel's authorized representative, You will, within 30 days, fully document and certify that use of Software at the time of the request is in conformity with Your valid licenses from Intel.

During the term of this Agreement and for a period of 3 years thereafter, You agree that Intel may audit Your use of the Software for compliance with these terms and conditions upon reasonable notice. In the event that the audit reveals any use of the Software by You other than in full compliance with the terms and conditions of this Agreement, You will reimburse Intel's costs and expenses related to the audit in addition to any other liabilities that You may incur under this Agreement or otherwise as a result of the noncompliance.

## 16. TERM AND TERMINATION

This Agreement is effective upon the earlier of Your first receipt, installation or use of the Software and will continue until terminated as provided in this Agreement.

(a) You may terminate this Agreement at any time by uninstalling the Software, permanently disabling all access to the Software, and returning the Software and all Documentation to Intel.

(b) This Agreement will immediately and automatically terminate upon breach by You of any terms of this Agreement or Intel's Terms of Use. Upon occurrence of such termination or the receipt of a notice of termination by Intel, You agree to uninstall the Software and promptly return the Software and all Documentation to Intel.

The provisions of Sections 1, 2(b)-(f), 3, 4(b)-(c), 7-16, 18-23 will survive the termination of this Agreement, but this will not imply or create any continued license right for You upon termination of this Agreement.

## 17. ASSIGNMENT

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

## 18. ENTIRE AGREEMENT

The terms and conditions of this Agreement constitute the entire agreement between the parties with respect to the subject matter of this Agreement, and merges and supercedes all other contemporaneous agreements, understandings, negotiations and discussions. Neither of the parties to this Agreement will be bound by any conditions, definitions, warranties or representations with respect to the subject matter of this Agreement other than as expressly provided for in this Agreement. Intel is not obligated under any other agreements, oral or written, and signed by an authorized representative of Intel. Without limiting the foregoing, terms and conditions on any purchase orders or similar materials submitted by You that conflict with the terms contained in Intel's standard acknowledgment form that are in conflict with these terms, will be of no force or effect.

## 19. ATTORNEYS' FEES

In the event any proceeding or lawsuit is brought by Intel or You in connection with this Agreement, the prevailing party in the proceeding will be entitled to receive from the other party expert witness fees and reasonable attorneys' fees, including costs and fees on appeal.

## 20. NO AGENCY

Nothing contained in this Agreement will be construed as creating any agency, employment relationship, partnership, principal-agent or other form of joint enterprise between the parties.

## 21. SEVERABILITY

In the event that any provision of this Agreement is unenforceable or invalid under any applicable law or is held by applicable court decision, that unenforceability or invalidity will not affect the enforceability or validity of the remainder of this Agreement, and, in that event, the provision will be changed and interpreted so as to best accomplish the objectives of the unenforceable or invalid provision within the limits of applicable law or applicable court decisions.

## 22. WAIVER

The failure of either party to require performance by the other party of any provision of this Agreement will not affect the full right to require the performance at any time thereafter by either party of a breach of any provision of this Agreement be taken or held as a waiver of the provision itself.

## 23. LANGUAGE

This Agreement is in the English language only, which language will be controlling in all respects, and all versions of this Agreement in any other language will be for informational purposes only and will not be binding on You or Intel. All communications and notices made or given pursuant to this Agreement, and all documentation and support to be provided, unless otherwise specified, will be in the English language.