

**INTEL SOFTWARE LICENSE AGREEMENT FOR  
INTEL® RAPID STORAGE TECHNOLOGY COMMAND LINE INTERFACE (CLI) TOOL**

**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. IF YOU ARE AN AGENT OR EMPLOYEE OF A LEGAL ENTITY YOU REPRESENT AND WARRANT THAT YOU HAVE THE AUTHORITY TO BIND SUCH LEGAL ENTITY TO THIS AGREEMENT AND THE TERMS “YOU” AND “LICENSEE” IN THIS AGREEMENT THEN WILL REFER TO THAT LEGAL ENTITY.**

**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 GRANTS AND RESTRICTIONS.**

1.1 Software License. Subject to the terms and conditions of this Agreement, Intel grants You a personal, non-transferable, non-exclusive, worldwide, non-sublicenseable license:

- (a) under Intel’s copyrights to reproduce the Software internally in Your organization on Intel® Smart Response Technology enabled systems for the sole purpose of enabling the Intel Smart Response Technology and other features included in Intel® Rapid Storage Technology on systems built with Intel® processors and chipsets.
- (b) under Intel’s Licensed Patent Claims to use the Software solely to the extent necessary to exercise the copyright license in 1.1(a). “Licensed Patent Claims” means those claims of Intel’s patents that (a) are directly infringed by the Software by itself, and not combined with anything else, in the unmodified form provided by Intel to You, and (b) Intel has the right to license without any compensation to or consent from any third party.

1.2 License Restrictions.

- (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 delivered in binary form.
- (c) You may not sublicense the Software.
- (d) You may only use the Software on Intel processors and chipsets and only to enable the Intel Smart Response Technology functionality and other features in Intel® Rapid Storage Technology on those systems.
- (e) Intel has no obligation to provide any support or technical assistance for the Software.
- (f) The Software is subject to the non-disclosure obligations in Your applicable Corporate Non-Disclosure Agreement with Intel or Section 7 if You don’t have a Corporate Non-Disclosure Agreement

1.3 No Other Licenses or Rights. Except as expressly provided in Section 1.1, Intel grants no other licenses or rights to Licensee to any Intel patents, copyrights, mask works, trade secrets, or other intellectual property under this Agreement, expressly or by implication, estoppel, statute, or otherwise. As an essential basis of the bargain in this Agreement, it is the mutual intention of the parties that no authorizations, covenants, licenses, or rights are granted by Intel, expressly or by implication, estoppel, statute, operation of law or otherwise to any claims of any patents, patent applications, or other patent rights of Intel or its affiliates other than the Licensed Patent Claims.

2. THIRD PARTY LICENSES. The Software may contain software and other property of third party suppliers, some of which may be identified in, and licensed in accordance with notices in the included documentation (such as open source software).

3. **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.
4. **DISCLAIMER OF WARRANTY.** 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.
5. **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 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. The disclaimer of warranty and limited of liability are fundamental elements of the basis of the bargain between Intel and You. Intel would not agree to provide the Software to You without such limitations.
6. **AUDIT.** Intel reserves the right to conduct or have conducted audits to verify Your compliance with this Agreement.
7. **CONFIDENTIALITY.**
  - 7.1 You shall not disclose the terms or existence of this Agreement or 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 or logos.
  - 7.2 You will maintain the confidentiality of the Confidential Information of the Intel with at least the same degree of care that You use to protect Your own confidential and proprietary information, but no less than a reasonable degree of care under the circumstances. You will not disclose any of the disclosing party's Confidential Information to any employees or to any third parties except to Your employees, parent company and majority-owned subsidiaries who have a need to know and who agree to abide by nondisclosure terms at least as comprehensive as those set forth herein; provided that You will be liable for breach by any such entity. For the purposes of this Agreement, the term "employees" shall include Your independent contractors, who have agreed in writing to You that they are subject to the terms of this Agreement, and they retain no license rights or other rights hereunder once they have discontinued their performance of work on Your behalf. You will not make any copies of the Confidential Information received from Intel except as necessary for its employees, parent company and majority-owned subsidiaries with a need to know. Any copies which are made will be identified as belonging to the Intel and marked "confidential", "proprietary" or with a similar legend. Licensee, however, will not be liable for the disclosure of any Confidential Information which is:
    - (a) rightfully in the public domain other than by a breach of a duty to Intel;
    - (b) rightfully received from a third party without any obligation of confidentiality;
    - (c) rightfully known to You without any limitation on use or disclosure prior to its receipt from Intel;
    - (d) independently developed by Your employees; or
    - (e) generally made available to third parties by Intel without restriction on disclosure.
    - (f) Title or the right to possess Confidential Information as between the parties will remain with Intel.
8. **FEEDBACK.** This Agreement does not obligate You to provide Intel with comments, modifications, improvements, corrections, suggestions or enhancements or other feedback regarding the Software or Intel's related products and services (collectively, "Feedback"). However, should You provide Intel with Feedback, however provided and however designated, marked or labeled, Intel will be free to use, disclose, reproduce, license, or otherwise distribute or exploit the Feedback in its sole discretion without any obligations or restrictions of any kind, including without limitation, intellectual property rights or licensing obligations. This section shall survive any termination of the Agreement.

9. **TERMINATION OF THIS LICENSE.** Intel may terminate this Agreement, including the licenses in Section 1.1, at any time if You are in breach of any of the terms or conditions of this Agreement or if you assert any claim that alleging that the Software or any Intel product or service infringes any of Your intellectual property rights. Upon termination, You will immediately destroy the Software or return all copies of the Software to Intel along with any copies You have made. Otherwise, this license automatically renews for successive one (1) year periods from the date you first use the Software, unless terminated by an authorized representative of Intel.
10. **U.S. GOVERNMENT RIGHTS:** The technical data and computer software covered by this license is 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. 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 official. This use by 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 documentation covered by this license.
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, by way of merger (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, shall be null and void. Intel may assign this Agreement, and its rights and obligations hereunder, in its sole discretion.
12. **EXPORT LAWS.** You shall not export, either directly or indirectly, any product, service or technical data or system incorporating the Software 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 from a foreign destination by You, You shall 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. Export 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, product, or service, 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 other governmental approval, without first obtaining such license or approval.
13. **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. Intel is not obligated under any other agreements unless they are in writing and signed by an authorized representative of Intel.
14. **ENTIRE AGREEMENT.** The terms and conditions of this Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof, and merges and supersedes all prior, contemporaneous agreements, understandings, negotiations and discussions. Neither of the parties hereto shall be bound by any conditions, definitions, warranties, understandings, or representations with respect to the subject matter hereof other than as expressly provided for herein. Intel is not obligated under any other agreement unless it is in writing and signed by an authorized representative of Intel.