Copyright © 2019 – 2023. Advanced Micro Devices, Inc. All Rights Reserved.

Beta Firmware: AGESA Platform Initialization (PI) Binaries

THE IDENTIFIED BETA FIRMWARE YOU ARE RECEIVING IS PRE-RELEASE FIRMWARE. YOUR USE OF THE BETA FIRMWARE, TOGETHER WITH ANY DOCUMENTATION, IS AT YOUR SOLE RISK AND ADVANCED MICRO DEVICES, INC. ("AMD") IS UNDER NO OBLIGATION TO PROVIDE SUPPORT, UPDATES, BUG FIXES, MAINTENANCE, OR A GENERAL RELEASE OF ANY KIND.

DO NOT DOWNLOAD, COPY, OR USE THE ASSOCIATED BETA FIRMWARE UNTIL YOU HAVE CAREFULLY READ THE FOLLOWING. THIS BETA FIRMWARE LICENSE ("AGREEMENT") IS A LEGAL AGREEMENT BETWEEN YOU, EITHER AN INDIVIDUAL OR AN ENTITY (COLLECTIVELY "YOU" AND "YOUR"), AND AMD. BY DOWNLOADING, COPYING, OR USING THE BETA FIRMWARE, YOU ARE AGREEING TO COMPLY WITH THE TERMS AND CONDITIONS OF THIS AGREEMENT:

- 1. <u>License Grant</u>. Subject to this Agreement, AMD grants You a nonexclusive, royalty-free, revocable, non-transferable, non-sublicensable limited, license to install, use, copy, and distribute the Beta Firmware in object code form only in a non-production environment solely for the purpose of evaluating the Beta Firmware in connection with your products that incorporate AMD processors. Any distribution of the Beta Firmware must be subject to this Agreement.
- 2. **Restrictions**. The license granted to you under this Agreement is subject to the following restrictions. You cannot:
  - a. Use the Beta Firmware in a production environment or any product or service offering for any customer or third party;
  - b. Modify or create derivative works of the Beta Firmware;
  - c. Distribute, publish, display, sublicense, assign, or transfer the Beta Firmware (expect as specifically permitted in section 1);
  - d. Remove any AMD copyright notice or license text;
  - e. Reverse engineer, disassemble, decompile, or otherwise reduce the Beta Firmware to source code format;
  - f. Use the name of "AMD" or "Advanced Micro Devices" to promote Your products or technologies; or
  - g. Use the Beta Firmware in high-risk contexts, including but not limited to in surgical implants, applications intended to support or sustain life, weapons, nuclear applications, or in other contexts where failure of the Beta Firmware could directly cause personal injury, death, or severe property or environmental damage.
- 3. Intellectual Property Rights; Feedback. Except for the licenses granted in this Agreement, you have no other rights in the Beta Firmware, whether express, implied, arising by estoppel or otherwise. The Beta Firmware, including all Intellectual Property Rights therein, is and remains the sole and exclusive property of AMD or its licensors, and You shall have no right, title or interest therein except as expressly set forth above. As used herein, "Intellectual Property Rights" means all copyrights, trademarks, trade secrets, patents, mask works, and all related, similar, or other intellectual property rights recognized in any jurisdiction worldwide, including all applications and registrations with respect thereto. You have no obligation to give AMD any suggestions, comments, or other feedback ("Feedback") relating to the Beta Firmware. For any Feedback You provide to AMD, You grant AMD and its affiliates and subsidiaries a worldwide, non-exclusive, irrevocable, royalty-free, perpetual license to, directly or indirectly, use, reproduce, license, sublicense, distribute, make, have made, sell and otherwise commercialize the Feedback in the Beta Firmware or other AMD products, software, and technologies.
- 4. <u>Disclaimer of Warranties</u>. The Beta firmware is provided "As is" without any support or warranty of any kind. You acknowledge that the beta firmware is not the final, commercial release and as such, the beta firmware may not work the way the final version will and certain features may be missing or disabled. Amd disclaims all warranties, express, implied, or statutory, including but not limited to the implied warranties of merchantability, fitness for a particular purpose, title, non-infringement, that the beta firmware will run uninterrupted, bug free, or error-free, or warranties arising from custom of trade or course of usage. The entire risk associated with the use of the beta firmware is assumed by you. Amd makes no representations that a final version of the beta firmware will be released or replace the version that you has received hereunder.
- 5. <u>LIMITATION OF LIABILITY; INDEMNIFICATION</u>. AMD AND ITS LICENSORS WILL NOT, UNDER ANY CIRCUMSTANCES BE LIABLE TO YOU FOR ANY PUNITIVE, DIRECT, INCIDENTAL, INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES

ARISING FROM USE OF THE BETA FIRMWARE OR THIS AGREEMENT EVEN IF AMD AND ITS LICENSORS HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. In no event shall AMD's total liability to You for all damages, losses, and causes of action (whether in contract, tort (including negligence) or otherwise) exceed the amount of \$100 USD. You agree to defend, indemnify and hold harmless AMD and its licensors, and any of their directors, officers, employees, affiliates or agents from and against any and all loss, damage, liability and other expenses (including reasonable attorneys' fees), resulting from Your use or distribution of the Beta Firmware or violation of the terms and conditions of this Agreement.