This LIMITED EDGE SOFTWARE DISTRIBUTION LICENSE AGREEMENT ("Agreement") is a contract between you and Intel Corporation and its affiliates ("Intel") and governs use of Material. If you use Material on behalf of or in connection with your employment, you represent and warrant that you have the authority to bind your employer (and its affiliates) to this Agreement. By downloading, installing, or using Material, you accept these terms on your own behalf or on behalf of your employer, as applicable. If you do not accept these terms, do not use any Material and destroy all copies of Material.

1 DEFINITIONS.

1.1 "**Including**", and its variants, whether or not capitalized, means including but not limited to.

1.2 "**Intel Component**" means a hardware component designed, developed, sold, or distributed by Intel.

1.3 "**Material**" means software, hardware description language code, or other computer files, information or collateral Intel delivers to you under this Agreement.

1.4 "**You**" or "**Your**", whether or not capitalized, means you or you and your employer and its affiliates.

1.5 "**Your Product**" means product or a solution developed or to be developed by or for you that includes an Intel Component implementing or executing Material.

2 LICENSES.

2.1 License. Subject to the terms of this Agreement, Intel grants to you, for the Term, a personal, limited, non-transferable, non-exclusive, worldwide, revocable, fully paid-up license under Intel's intellectual property rights in the Material, without the right to sublicense, to:

a) develop Your Product;

b) modify Material delivered by Intel as source code (or its equivalent); and

c) distribute Material, as delivered by Intel or as modified by you (where expressly permitted), as object code (or its equivalent), in Your Product, provided your distribution is subject to terms and conditions consistent with your rights and obligations under this Agreement.

2.2 Subcontractor. You may disclose Material to your subcontractor for its work on Your Product under an agreement preventing the subcontractor from disclosing Material to others. You will be liable for the acts or omissions of your subcontractor.

2.3 Restrictions. Except as authorized above, you will not: (a) use or modify Material in any other way, (b) reverse engineer, decompile, or disassemble Material provided as object code (except as required by applicable law or under an applicable open source license), (c) distribute Your Product or use Your Product in a production environment, or (d) use Material to violate or aid in the violation of any international human right.

2.4 No Implied License. Except for the express license in Section 2.1 Intel does not grant you (i) any express or implied license under any legal theory, or (ii) or any license to make, have made, use, sell, offer for sale, import, or otherwise dispose of any Intel technology or third-party products, or perform any patented process, even if referenced in the Material. Any other licenses from Intel require additional consideration. Nothing in this Agreement requires Intel to grant any additional license.

2.5 Feedback. If you give Intel comments or suggestions related to Intel Components or information provided in connection with this Agreement, including Material, Intel can use them in any way and disclose them to anyone, without payment or other obligations to you.

2.6 Open Source Licenses. The Material may include software subject to an open source license, including Open Source Initiative approved licenses (http://www.opensource.org). Nothing in this Agreement limits or grants any rights under, or that supersede, the terms of any applicable open source license.

2.7 Third-Party Software. Your use of certain third-party software with or within the Material is subject to your compliance with licensing you obtain directly from that third-party. A listing of any such third-party software may accompany the Material.

3. [intentionally left blank].

4 OWNERSHIP. Ownership of the Material and related intellectual property rights is unchanged. You must maintain all copyright or other proprietary notices in the Material.

5 NO WARRANTY. The Material is provided "as is," without any express or implied warranty of any kind including warranties of merchantability, non-infringement, title, or fitness for a particular purpose. The Material may be pre-release and may not be fully functional. Intel is not required to maintain, update, or support any Material.

6 LIMITATION ON LIABILITY. Your use of Material is at your own risk. Intel will not be liable to you under any legal theory for any losses or damages in connection with the Material or your use of Material, including consequential damages, even if the possibility of damages was foreseeable or known. If any liability is found, Intel's total, cumulative liability to you for all claims arising from or related to this Agreement will not exceed $100.00 U.S. These liability limitations are a fundamental basis of our bargain and Intel would not have entered into this Agreement without them.

7 INDEMNITY. You will indemnify, defend, and hold Intel harmless from any allegation against Intel arising in connection with your use of Material and you will pay all of Intel's losses, liabilities, and costs (including reasonable attorneys' fees) arising from the allegation.

8 PRIVACY; DATA COLLECTION.

8.1 Privacy. Intel's Privacy Notice governs how Intel may process personal information related to your use of Material (see https://www.intel.com/privacy). Intel may collect identifying information during registration and information on your use of Material (see "Information You Provide to Intel Voluntarily" and "Device and Product Operation" sections).

8.2 Data Collection. Some Material may generate, collect, and transmit to Intel information to help improve Intel's products and services, to verify your license rights to Material, or for other stated purposes. Information collected may include Intel Component or Material name and version, time of event collection, license or support type, installation status, performance, and use. Intel's use of information may include combination of the information collected from you with other information.

9 GENERAL.

9.1 Assignment. You may not assign your rights or obligations under this Agreement without Intel's prior written consent. No third party will have any rights under this Agreement.

9.2 Dispute Resolution. If we have a dispute regarding this Agreement (other than for misappropriation of trade secrets) neither party can file a lawsuit or other regulatory proceeding before the complaining party provides the other party a detailed notice of the dispute and our senior managers attempt to resolve the dispute. If our senior managers cannot resolve the dispute in 30 days, either party may demand mediation in which we will then try to resolve the dispute with an impartial mediator. If our dispute is not resolved within 60 days after the mediation demand, either party may begin litigation.

9.3 Governing Law; Jurisdiction. This Agreement is governed by USA and Delaware law without regard to conflict of laws principles. The United Nations Convention on Contracts for the International Sale of Goods does not apply. Except for claims for misappropriation of trade secrets, all disputes and actions arising out of or related to this Agreement are subject to the exclusive jurisdiction of the state and federal courts in Wilmington, Delaware and you consent to personal jurisdiction in those courts.

9.4 Compliance with Laws. The Material is subject to, and You must comply with, applicable government laws and regulations, including without limitation U.S. and worldwide trade regulations prohibiting the export, import, or transfer Material to any prohibited or sanctioned country, person, or entity. You must not use Material for the development, design, manufacture, or production of nuclear, missile, chemical, or biological weapons.

9.5 Severability. If a court holds a provision of this Agreement unenforceable, the court will modify that provision to the minimum extent necessary to make it enforceable or, if necessary, to sever that provision. The rest of the Agreement remains enforceable.

9.6 Waiver. No waiver of any provision of this Agreement will be valid unless in a writing specifying the waived provision signed by an authorized representative of the waiving party. A signed waiver will not constitute waiver of any other provision. Failure or delay in enforcing any provision will not operate as a waiver.

9.7 Entire Agreement. This Agreement constitutes the entire agreement, and supersedes all prior and contemporaneous agreements, between Intel and you concerning its subject matter.

10 TERM; TERMINATION; SURVIVAL.

10.1 Term. This Agreement begins upon your acceptance of its terms and continues until terminated under Section 10.2.

10.2 Termination. Either party may terminate this Agreement, with 30 days written notice, at any time for any reason. This Agreement will automatically terminate upon (a) your breach of the Agreement, (b) a claim that you do not have authority to bind your employer to these terms, (c) your assertion that any Intel Component, Material, or product based on any Intel Component or Material infringes your patents, or (d) as specified in a Term Addendum included with the Material.

10.3 Effect of Termination. Upon termination of the Agreement, the licenses to you will immediately terminate and you must cease using any Material and destroy all copies in your possession and direct your subcontractors to do the same. Termination of this Agreement will not terminate any CNDA that might be in place between the parties, if any.

10.4 Survival. All sections except Section 2.1 survive termination of this Agreement.