

**INTEL SOFTWARE LICENSE AGREEMENT
(Seller/Integrator Distribution & Single User)**

IMPORTANT - READ BEFORE COPYING, INSTALLING OR USING.

DO NOT USE OR LOAD THIS SOFTWARE AND ANY ASSOCIATED MATERIALS (COLLECTIVELY, THE "SOFTWARE") UNTIL YOU HAVE CAREFULLY READ THE FOLLOWING TERMS AND CONDITIONS. BY LOADING OR USING THE SOFTWARE, YOU AGREE TO THE TERMS OF THIS AGREEMENT. IF YOU DO NOT WISH TO SO AGREE, DO NOT INSTALL OR USE THE SOFTWARE.

Please Also Note:

- 1. If You are a seller of Intel motherboards, integrator of Intel motherboards into systems, or a seller of systems that include Intel motherboards ("Seller/Integrator") this complete LICENSE AGREEMENT applies;**
- 2. If You are an End-User, then only Exhibit A, the INTEL SOFTWARE LICENSE AGREEMENT, applies.**

For Seller/Integrators:

LICENSE. This Software is licensed for use only in conjunction with Intel motherboard products. Use of the Software in conjunction with non-Intel motherboard products is not licensed hereunder.

Subject to the terms of this Agreement, Intel grants to You a nonexclusive, nontransferable, worldwide, fully paid-up license under Intel's and its supplier's copyrights to:

- a) copy or install the Software onto a single computer system solely for commercial re-distribution purposes;
- b) distribute the Software, to Your end-users, but only under a license agreement with terms at least as restrictive as those contained in Intel's Final, Single User License Agreement, attached as Exhibit A; and
- c) copy and distribute the end-user documentation which may accompany the Software, but only in association with the Software.

If You are not the final manufacturer or vendor of a computer system incorporating the Software, then You may transfer a single copy of the Software and related end-user documentation to Your recipient for use in accordance with the terms of this Agreement, provided such recipient agrees to be fully bound by the terms hereof. You shall not otherwise assign, sublicense, lease, or in any other way transfer or disclose Software to any third party. You shall not decompile, disassemble or otherwise reverse-engineer the Software.

Except as expressly stated in this Agreement, no license or right is granted to You directly or by implication, inducement, estoppel or otherwise. Intel shall have the right to inspect or have an independent auditor inspect Your relevant records to verify Your compliance with the terms and conditions of this Agreement.

Language. The English language version of this Agreement shall be the only legally binding version and shall prevail over any translation. Any translation of this Agreement is provided for convenience only and shall not be used in the interpretation or construction of this Agreement and shall not be binding on the parties.

Trademarks. You shall 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 or logos.

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. Intel or its suppliers may make changes to the Software, or to items referenced therein, at any time and without notice, but is not obligated to support or update the Software. Except as otherwise expressly provided, Intel grants no express or implied right under Intel patents, copyrights, trademarks, or other intellectual property rights. You may transfer the Software only if the recipient agrees to be fully bound by these terms and if you retain no copies of the Software.

LIMITED MEDIA WARRANTY. If the Software has been delivered by Intel on physical media, Intel warrants the media to be free from material physical defects for a period of ninety (90) days after delivery by Intel. If such a defect is found, return the media to Intel for replacement or alternate delivery of the Software as Intel may select.

EXCLUSION OF OTHER WARRANTIES. EXCEPT AS PROVIDED ABOVE, THE SOFTWARE IS PROVIDED "AS IS" WITHOUT ANY EXPRESS OR IMPLIED WARRANTY OF ANY KIND, 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 contained within the Software.

LIMITATION OF LIABILITY. IN NO EVENT SHALL 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.

TERMINATION OF THIS AGREEMENT. Intel may terminate this Agreement at any time if you violate its terms. Upon termination, you will immediately destroy the Software or return all copies of the Software to Intel.

APPLICABLE LAWS. Claims arising under this Agreement shall be governed by the laws of California, excluding its principles of conflict of laws and the United Nations Convention on Contracts for the Sale of Goods. You may not export the Software in violation of applicable export laws and regulations. Intel is not obligated under any other agreements unless they are in writing and signed by an authorized representative of Intel.

GOVERNMENT RESTRICTED RIGHTS. The Software is provided with "RESTRICTED RIGHTS." Use, duplication, or disclosure by the Government is subject to restrictions as set forth in FAR52.227-14 and DFAR252.227-7013 *et seq.* or their successors. Use of the Software by the Government constitutes acknowledgment of Intel's proprietary rights therein. Contractor or Manufacturer is Intel Corporation, 2200 Mission College Blvd., Santa Clara, CA 95052.

EXHIBIT "A"
INTEL SOFTWARE LICENSE AGREEMENT (Final, Single User)
IMPORTANT - READ BEFORE COPYING, INSTALLING OR USING.

DO NOT USE OR LOAD THIS SOFTWARE AND ANY ASSOCIATED MATERIALS (COLLECTIVELY, THE "SOFTWARE") UNTIL YOU HAVE CAREFULLY READ THE FOLLOWING TERMS AND CONDITIONS. BY LOADING OR USING THE SOFTWARE, YOU AGREE TO THE TERMS OF THIS AGREEMENT. IF YOU DO NOT WISH TO SO AGREE, DO NOT INSTALL OR USE THE SOFTWARE.

LICENSE. You may copy the Software onto a single computer for your personal, noncommercial use, and you may make one back-up copy of the Software, subject to these conditions:

1. **This Software is licensed for use only in conjunction with Intel motherboard products. Use of the Software in conjunction with non-Intel motherboard products is not licensed hereunder.**

2. You may not copy, modify, rent, sell, distribute or transfer any part of the Software except as provided in this Agreement, and you agree to prevent unauthorized copying of the Software.

3. You may not reverse engineer, decompile, or disassemble the Software.

4. You may not sublicense or permit simultaneous use of the Software by more than one user.

5. Conditions specific to Software from DivX, Inc.

(a) This LICENSE grants you the right to use the Software for personal use only. Except as may otherwise be provided in a license grant directly from DivX, Inc. to you, commercial use of the Software or of the work products resulting from its use is not permitted under this LICENSE.

(b) You are prohibited from using the Software with software or hardware products whose purpose is to "transcode" or convert DivX video or DivX Media Format content into an alternate format.

(c) NOTICES: USE OF THE SOFTWARE IN ANY MANNER THAT COMPLIES WITH THE MPEG-4 VISUAL STANDARD IS PROHIBITED, EXCEPT FOR USE BY A CONSUMER ENGAGING IN PERSONAL AND NON-COMMERCIAL ACTIVITIES.

(d) The Software contains MP3 Surround audio coding technology (the "MP3 Surround Technology") subject to patents licensed from Fraunhofer IIS, Agere and Thomson Licensing S.A. ("TLS").

- THE MP3 SURROUND TECHNOLOGY PROVIDED HEREIN IS NOT FOR USE WITH AUDIO-ONLY APPLICATIONS, IMPLEMENTATIONS OR FUNCTIONALITY OR TO CREATE AUDIO ONLY MP3 OR MP3 SURROUND FILES. You may not utilize MP3 Surround Technology to encode or decode MP3 or MP3 Surround audio to or from a file unless the corresponding DivX video file is present. YOU MUST ENTER INTO A LICENSE WITH TLS FOR USE OF MP3 SURROUND TECHNOLOGY FOR ANY AUDIO-ONLY APPLICATIONS, IMPLEMENTATIONS OR FUNCTIONALITY OR TO CREATE MP3 OR MP3 SURROUND AUDIO-ONLY FILES.

- You may not include or bundle the MP3 Surround Technology in or with any derivative products you create without a DivX video decoder/encoder present unless you possess a license directly from TLS for such uses.

- You shall not create, distribute, or provide instructions for any MP3 or MP3 Surround audio-only programs, applications or functions to call, access, or join the MP3 Surround Technology unless you possess a license directly from TLS for such uses.

- Nothing in this License grants you rights in any trademarks or logos owned or licensed by TLS, including without limitation, "mp3" or "mp3 Surround". You shall not use any marks or logos

using the word mp3 in a manner that would cause confusion as to the lack of MP3 or MP3 Surround audio-only functionality in your product.

6. The Software may include portions offered on terms in addition to those set out here, as set out in a license accompanying those portions.

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. Intel or its suppliers may make changes to the Software, or to items referenced therein, at any time without notice, but is not obligated to support or update the Software. Except as otherwise expressly provided, Intel grants no express or implied right under Intel patents, copyrights, trademarks, or other intellectual property rights. You may transfer the Software only if the recipient agrees to be fully bound by these terms and if you retain no copies of the Software.

LIMITED MEDIA WARRANTY. If the Software has been delivered by Intel on physical media, Intel warrants the media to be free from material physical defects for a period of ninety (90) days after delivery by Intel. If such a defect is found, return the media to Intel for replacement or alternate delivery of the Software as Intel may select.

EXCLUSION OF OTHER WARRANTIES. EXCEPT AS PROVIDED ABOVE, THE SOFTWARE IS PROVIDED "AS IS" WITHOUT ANY EXPRESS OR IMPLIED WARRANTY OF ANY KIND 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 contained within the Software.

LIMITATION OF LIABILITY. IN NO EVENT SHALL 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.

TERMINATION OF THIS AGREEMENT. Intel may terminate this Agreement at any time if you violate its terms. Upon termination, you will immediately destroy the Software or return all copies of the Software to Intel.

APPLICABLE LAWS. Claims arising under this Agreement shall be governed by the laws of California, excluding its principles of conflict of laws and the United Nations Convention on Contracts for the Sale of Goods. You may not export the Software in violation of applicable export laws and regulations. Intel is not obligated under any other agreements unless they are in writing and signed by an authorized representative of Intel.

GOVERNMENT RESTRICTED RIGHTS. The Software is provided with "RESTRICTED RIGHTS." Use, duplication, or disclosure by the Government is subject to restrictions as set forth in FAR52.227-14 and DFAR252.227-7013 *et seq.* or their successors. Use of the

Software by the Government constitutes acknowledgment of Intel's proprietary rights therein. Contractor or Manufacturer is Intel Corporation, 2200 Mission College Blvd., Santa Clara, CA 95052.

Rev. IEISLA03192007