License Text

End User License Agreement for the Intel(R) Software Development Products (Version May 2012)

1. LICENSE DEFINITIONS:

A. "Materials" are defined as the software, documentation, license key codes (if applicable) and other materials, including any updates and upgrade thereto, that are provided to you under this Agreement. Materials also include the Redistributables, Cluster OpenMP Library, and Sample Source as defined below.

B. "Redistributables" are the files listed in the following text files that may be included in the Materials for the applicable Intel Software Development Product: clredist.txt, credist.txt, fredist.txt, redist.txt, redist.txt.

C. "Cluster OpenMP Library", is comprised of the files listed in the "clredist.txt" file specified above, is the Intel(R) Cluster OpenMP* Library add-on option to the Intel(R) C++ Compiler for Linux* and Intel(R) Fortran Compiler for Linux* products ("Intel Compiler for Linux"). The use of the Cluster OpenMP Library is conditioned on having a valid license from Intel for the Cluster OpenMP Library and for either Intel(R) C++ Compiler for Linux or Intel(R) Fortran Compiler for Linux, and further is governed by the terms and conditions of the license agreement for applicable the Intel Compiler for Linux.

D. "Source Code" is defined as the Materials provided in human readable format, and includes modification that you make or are made on your behalf.

E. "Sample Source" is the Source Code file(s) that: (i) demonstrate certain limited functions included in the binary libraries of the Intel(R) Integrated Performance Primitives ("Intel(R) IPPs"); (ii) are identified as Intel IPP sample source code; (iii) are obtained separately from Intel after you register your copy of the Intel(R) IPPs product with Intel; and (iv) are subject to all of the terms and conditions of this Agreement.

F. "Microsoft Platforms" means any current and future Microsoft operating system products, Microsoft run-time technologies (such as the .NET Framework), and Microsoft application platforms (such as Microsoft Office or Microsoft Dynamics) that Microsoft offers.

2. LICENSE GRANT:

A. Subject to all of the terms and conditions of this Agreement, Intel Corporation ("Intel") grants to you a non-exclusive, non-assignable, copyright license to use the Materials.

B. Subject to all of the terms and conditions of this Agreement, Intel grants to you a non-exclusive, non-assignable copyright license to modify the Materials, or any portions thereof, that are (i) provided in Source Code form or, (ii) are defined as Redistributables and are provided in text form.

C. Subject to all of the terms and conditions of this Agreement and any specific restrictions which may appear in the Redistributables text files, Intel grants to you a non-exclusive, non-assignable, fully-paid copyright license to distribute (except if you received the Materials under an Evaluation License as specified below) the Redistributables, including any modifications pursuant to Section 2.B, or any portions thereof, as part of the product or application you developed using the Materials. If such application is a software development library, then attribution, as specified in the product release

notes of the corresponding Materials shall be displayed prominently in that product's or application's associated documentation and on the product or application's web site (if any).

3. LICENSE RESTRICTIONS:

A. If you receive your first copy of the Materials electronically, and a second copy on media, then you may use the second copy only in accordance with your applicable license stated in this Agreement, or for backup or archival purposes. You may not

provide the second copy to another user.

B. You may NOT: (i) use, copy, distribute, or publicly display the Materials except as provided in this Agreement; (ii) rent or lease the Materials to any third party; (iii) assign this Agreement or transfer the Materials without the express written consent of Intel; (iv) modify, adapt, or translate the Materials in whole or in part except as provided in this Agreement; (v) reverse engineer, decompile, or disassemble the Materials; (vi) attempt to modify or tamper with the normal function of a license manager that regulates usage of the Materials; (vii) distribute, sublicense or transfer the Source Code form of any components of the Materials or derivatives thereof to any third party except as provided in this Agreement; (viii) distribute Redistributables except as part of a larger program that adds significant primary functionality different from that of the Redistributables; (ix) distribute the Redistributables to run on a platform other than a Microsoft Platform if per the accompanying user documentation the Materials are meant to execute only on a Microsoft Platform; (x) include the Redistributables in malicious, deceptive, or unlawful programs; or (xi) modify or distribute the Source Code of any Redistributable so that any part of it becomes subject to an Excluded License. An "Excluded License" is one that requires, as a condition of use, modification, or distribution, that the licensed software or other software incorporated into, derived from or distributed with such software (a) be disclosed or distributed in Source Code form; (b) be licensed by the user to third parties for the purpose of making and/or distributing derivative works; or (c) be redistributable at no charge. Open source software includes, without limitation, software licensed or distributed under any of the following licenses or distribution models, or licenses or distribution models substantially similar to any of the following: (a) GNU's General Public License (GPL) or Lesser/Library GPL (LGPL), (b) the Artistic License (e.g., PERL), (c) the Mozilla Public License, (d) the Netscape Public License, (e) the Sun Community Source License (SCSL), (f) the Sun Industry Source License (SISL), and (g) the Common Public License (CPL).

C. The scope and term of your license depends on the type of license you are provided by Intel. The variety of license types are set forth below, which may not be available for all "Intel(R) Software Development Products" and therefore may not apply to the Materials. For more information on the types of licenses, please contact Intel or your sales representative.

i. PRE-RELEASE LICENSE: If you are using the Materials under the control of a prerelease license, (a) the Materials are deemed to be pre-release code (e.g., alpha or beta release, etc), which may not be fully functional and which Intel may substantially modify in development of a commercial version, and for which Intel makes no assurances that it will ever develop or make generally available a commercial version, and (b) if you are an individual, you have the right to use the Materials only for the duration of the pre-release term, which is specified in the Materials, or until the commercial release, if any, of the Materials, whichever is shorter. You may install copies of the Materials on an unlimited number of computers provided that you are the only individual using the Materials and only one copy of the Materials is in use at any one time. A separate license is required for each additional use and/or individual user in all other cases, including without limitation, use by persons, computer systems, and other use methods known now and in the future. If you are an entity, Intel grants you the right to designate one individual within your organization to have the sole right to use the Materials in the manner specified provided above.

ii. EVALUATION LICENSE: If you are using the Materials under the control of an evaluation license, you as an individual may use the Materials only for internal evaluation purposes and only for the term of the evaluation, which may be controlled by the license key code for the Materials. NOTWITHSTANDING ANYTHING TO THE CONTRARY ELSEWHERE IN THIS AGREEMENT, YOU MAY NOT DISTRIBUTE ANY PORTION OF THE MATERIALS, AND THE

APPLICATION AND/OR PRODUCT DEVELOPED BY YOU MAY ONLY BE USED FOR EVALUATION PURPOSES AND ONLY FOR THE TERM OF THE EVALUATION. You may install copies of the Materials on a reasonable number of computers to conduct your evaluation provided that you are the only individual using the Materials and only one copy of the Materials is in use at any one time. A separate license is required for each additional use and/or individual user in all other cases, including without limitation, use by persons, computer systems, and other use methods known now and in the future. Intel may provide you with a license code key that enables the Materials for an evaluation license. If you are an entity, Intel grants you the right to designate one individual within your organization to have the sole right to use the Materials in the manner provided above.

iii. NONCOMMERCIAL-USE LICENSE: If you are using the Materials under the control of a noncommercial-use license, if you are an individual, you as an individual may use the Materials only for non-commercial use where you receive no fee, salary or any other form of compensation. The Materials may not be used for any other purpose, whether "for profit" or "not for profit." Any work performed or produced as a result of use of the Materials cannot be performed or produced for the benefit of other parties for a fee, compensation or any other reimbursement or remuneration. You may install copies of the Materials on an unlimited number of computers provided that you are the only individual using the Materials and only one copy of the Materials is in use at any one time. A separate license is required for each additional use and/or individual user in all other cases, including without limitation, use by persons, computer systems, and other methods of use known now and in the future. Intel will provide you with a license code key that enables the Materials for a noncommercial-use license. If you obtained a time-limited noncommercial-use license, the duration (time period) of your license and your ability to use the Materials is limited to the time period of the obtained license, which is controlled by the license key code for the Materials. If you are an entity, Intel grants you the right to designate one individual within your organization to have the sole right to use the Materials in the manner provided above.

iv. SINGLE-USER LICENSE: If you are using the Materials under the control of a singleuser license, you as an individual may install and use the Materials on an unlimited number of computers provided that you are the only individual using the Materials and only one copy of the Materials is in use at any one time. A separate license is required for each additional use and/or individual user in all other cases, including without limitation, use by persons, computer systems, and other methods of use known now and in the future. Intel will provide you with a license code key that enables the Materials for a single-user license. If you obtained a time-limited single-user license, the term of your license and your ability to use the Materials is limited to the specified time period, which is controlled by the license key code for the Materials. If you are an entity, Intel grants you the right to designate one individual within your organization to have the sole right to use the Materials in the manner provided above.

v. NODE-LOCKED LICENSE: If you are using the Materials under the control of a nodelocked license, you may use the Materials only on a single designated computer by no more than the authorized number of concurrent users. A separate license is required for each additional concurrent user and use, and/or computer systems in all other cases, including without limitation, use by persons, computer systems, and other methods of use known now and in the future. Intel will provide you with a license code key that enables the Materials for a Node-Locked license up to the authorized number of concurrent users. If you obtained a time-limited node-locked license, the term of your license and your ability to use the Materials is limited to the specified time, which is controlled by the license key code for the Materials.

vi. FLOATING LICENSE: If you are using the Materials under the control of a floating license, you may (a) install the Materials on an unlimited number of computers that are connected to the designated network and (b) use the Material by no more than the authorized number of concurrent individual users. A separate license is required for each additional concurrent individual user and each additional use by a computer system and/or network on which the Materials are used. You understand that you

must obtain a separate license for every and any use of the Materials under a floating license, regardless of whether such use is, without

limitation, by persons, computer systems, and other methods of use known now and in the future. Intel will provide you with a license code key that enables the Materials for a floating license up to the authorized number of concurrent users. If you obtained a time-limited Floating license, the duration (time period) of your license and your ability to use the Materials is limited to the time period of the obtained license, which is controlled by the license key code for the Materials. Intel Library Floating License: If the Materials are the Intel(R) Math Kernel Library or the Intel(R) Integrated Performance Primitives Library or the Intel(R) Threading Building Blocks (either "Intel Library"), then the Intel Library is provided to you as an add-on option to either the Intel(R) C++ Compiler product or the Intel(R) Fortran Compiler product (either, and the addition of the optime library is provided to you as an add-on option to either the Intel(R) C++ Compiler product or the Intel(R) Fortran Compiler product (either,

an "Intel Compiler") for which you have a Floating license, and as such, in addition to the terms and conditions above, the Intel Library may only be used by the authorized concurrent users (as noted above) of that Intel Compiler Floating license.

D. DISTRIBUTION: Distribution of the Redistributables is also subject to the following limitations: You (i) shall be solely responsible to your customers for any update or support obligation or other liability which may arise from the distribution, (ii) shall not make any statement that your product is "certified", or that its performance is guaranteed, by Intel, (iii) shall not use Intel's name or trademarks to market your product without written permission, (iv) shall use a license agreement that prohibits disassembly and reverse engineering of the Redistributables, (v) shall indemnify, hold harmless, and defend Intel and its suppliers from and against any claims or lawsuits, including attorney's fees, that arise or result from your distribution of any product. E. Intel(R) Integrated Performance Primitives (Intel IPP). The following terms and conditions apply only to the Intel IPP.

i. Notwithstanding anything in this Agreement to the contrary, if you implement the Sample Sources in your application or if you use Intel IPP to implement algorithms that are protected by others' licenses then you may need additional licenses from various entities. Should any such additional licenses be required, you are solely responsible for obtaining any such licenses and agree to obtain any such licenses at your own expense.

ii. Notwithstanding anything herein to the contrary, a valid license to Intel IPP is a prerequisite to any license for Sample Source, and possession of Sample Source does not grant any license to Intel IPP (or any portion thereof). To access Sample Source, you must first register your licensed copy of the Intel IPP with Intel. By downloading, installing or copying any Sample Source file, you agree to be bound by terms of this Agreement.

F. SOFTWARE TRANSFER: Except for Pre-Release Licenses or Evaluation Licenses or Non-Commercial Licenses, as specified above, you may permanently transfer the Materials you received pursuant to a license type listed in Section 3(C) above, and all of your rights under this Agreement, to another party ("Recipient") solely in conjunction with a change of ownership, merger, acquisition, sale or transfer of all, substantially all or any part of your business or assets or otherwise, either voluntarily, by operation of law of otherwise subject to the following: You must notify Intel of the transfer by sending a letter to Intel (i) identifying the legal entities of Recipient and you, (ii) identifying the Materials (i.e., the specific Intel software products) and the associated serial numbers to be transferred, (iii) certifying that you retain no copies of the Materials, (iv) certifying that the Recipient has agreed in writing to be bound by all of the terms and conditions of this Agreement, (v) certifying that the Recipient has been notified that in order to receive support from Intel for the Materials they must notify Intel in writing of the transfer and provide Intel with the information specified in subsection (ii) above along with the name and email address of the individual assigned to use the Materials, and (vi) providing your email address so that we may confirm receipt of your letter. Please send such letter to: **Intel Corporation**

2111 NE 25th Avenue

Hillsboro, OR 97124

Attn: DPD Contracts Management, JF1-15

4. COPYRIGHT: Title to the Materials, modifications thereto provided by Intel and all copies thereof remain with Intel or its suppliers. The Materials are protected by intellectual property rights, including without limitation, United States copyright laws and international treaty provisions. You will not remove any copyright or other proprietary notice from the Materials. You agree to prevent any unauthorized copying of the Materials. Except as expressly provided herein, no license or right is granted to you directly or by implication, inducement, estoppel or otherwise; specifically Intel does not grant any express or implied right to you under Intel patents, copyrights, trademarks, or trade secrets.

5. NO WARRANTY, NO SUPPORT AND LIMITED REPLACEMENT: THE MATERIALS AND INFORMATION ARE PROVIDED "AS IS" WITH NO WARRANTIES, EXPRESS OR IMPLIED. INTEL SPECIFICALLY DISCLAIMS ANY AND ALL WARRANTIES, INCLUDING WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS, OR ANY WARRANTY OTHERWISE ARISING OUT OF ANY PROPOSAL, SPECIFICATION, OR SAMPLE. If the media on which the Materials are furnished are found to be defective in material or workmanship under normal use for a period of ninety (90) days from the date of receipt, Intel's entire liability and your exclusive remedy shall be the replacement of the media. This offer is void if the media defect results from accident, abuse, or misapplication.

Intel may make changes to the Materials, or to items referenced therein, at any time without notice, but is not obligated to support, update or provide training for the Materials. Intel may in its sole discretion offer such support, update or training services under separate terms at Intel's then-current rates. You may request additional information on Intel's service offerings from an Intel sales representative. 6. LIMITATION OF LIABILITY: NEITHER INTEL NOR ITS SUPPLIERS SHALL BE LIABLE FOR ANY DAMAGES WHATSOEVER (INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF BUSINESS PROFITS, BUSINESS INTERRUPTION, LOSS OF BUSINESS INFORMATION, OR OTHER LOSS) ARISING OUT OF THE USE OF OR INABILITY TO USE THE SOFTWARE, EVEN IF INTEL HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. BECAUSE SOME JURISDICTIONS PROHIBIT THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, THE ABOVE LIMITATION MAY NOT APPLY TO YOU.

7. UNAUTHORIZED USE: THE MATERIALS ARE NOT DESIGNED, INTENDED, OR AUTHORIZED FOR USE IN ANY TYPE OF SYSTEM OR APPLICATION IN WHICH THE FAILURE OF THE MATERIALS COULD CREATE A SITUATION WHERE PERSONAL INJURY OR DEATH MAY OCCUR (e.g., MEDICAL SYSTEMS, LIFE SUSTAINING OR LIFE SAVING SYSTEMS). Should you use the Materials for any such unintended or unauthorized use, you hereby indemnify, defend, and hold Intel and its officers, subsidiaries and affiliates harmless against all claims, costs, damages, and expenses, and reasonable attorney fees arising out of, directly or indirectly, such use and any claim of product liability, personal injury or death associated with such unintended or unauthorized use, even if such claim alleges that Intel was negligent regarding the design or manufacture of the Materials.

8. USER SUBMISSIONS: This Agreement does not obligate you to provide Intel with materials, information, comments, suggestions or other communication regarding the Materials. However, you agree that any material, information, comments, suggestions or other communication you transmit or post to an Intel website (including but not limited to, submissions to the Intel Premier Support and/or other customer support websites or online portals) or provide to Intel under this Agreement related to the features, functions, performance or use of the Materials are deemed non-confidential and non-proprietary ("Communications"). Intel will have no obligations with respect to the Communications. You hereby grant to Intel a non-exclusive, perpetual,

irrevocable, royalty-free, copyright license to copy, modify, create derivative works, publicly display, disclose, distribute, license and sublicense through multiple tiers of distribution and licensees, incorporate and otherwise use the Communications and all data, images, sounds, text, and other things embodied therein, including derivative works thereto, for any and all commercial or non-commercial purposes. You are prohibited from posting or transmitting to or from an Intel website or provide to Intel any unlawful, threatening, libelous, defamatory, obscene, pornographic, or other material that would violate any law. If you wish to provide Intel with information that you intend to be treated as confidential information, Intel requires that such confidential information

be provided pursuant to a non-disclosure agreement ("NDA"), so please contact your Intel representative to ensure the proper NDA is in place.

Nothing in this Agreement will be construed as preventing Intel from reviewing your Communications and errors or defects in Intel products discovered while reviewing your Communications. Furthermore, nothing in this Agreement will be construed as preventing Intel from implementing independently-developed enhancements to Intel's own error diagnosis methodology to detect errors or defects in Intel products discovered while reviewing your Communications or to implement bug fixes or enhancements in Intel products. The foregoing may include the right to include your Communications in regression test suites.

9. CONSENT. You agree that Intel, its subsidiaries or suppliers may collect and use technical and related information, including but not limited to technical information about your computer, system and application software, and peripherals, that is gathered periodically to facilitate the provision of software updates, product support and other services to you (if any) related to the Materials, and to verify compliance with the terms of this Agreement. Intel may use this information, as long as it is in a form that does not personally identify you, to improve our products or to develop and provide services or technologies to you.

10. TERMINATION OF THIS LICENSE: This Agreement becomes effective on the date you accept this Agreement and will continue until terminated as provided for in this Agreement. If you are using the Materials under the control of a time-limited license, for example an Evaluation License, this Agreement terminates without notice on the last day of the time period, which is specified in the Materials, and/or controlled by the license key code for the Materials. Intel may terminate this license immediately if you are in breach of any of its terms and conditions and such breach is not cured within thirty (30) days of written notice from Intel. Upon termination, you will immediately return to Intel or destroy the Materials and all copies thereof. In the event of termination of this Agreement, the license grant to any Redistributables distributed by you in accordance with the terms and conditions of this Agreement, prior to the effective date of such termination, shall survive any such termination of this Agreement

11. U.S. GOVERNMENT RESTRICTED 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. All copyright licenses granted to the U.S. Government are coextensive with the technical data and computer software licenses granted herein. The U.S. Government shall only have the right to reproduce,

distribute, perform, display, and prepare derivative works as needed to implement those rights.

12. GENERAL PROVISIONS

A. ENTIRE AGREEMENT: This Agreement is intended to be the entire agreement between you and Intel with respect to matters contained herein, and supersedes all prior or contemporaneous agreements and negotiations with respect to those matters. No waiver of any breach or default shall constitute a waiver of any subsequent breach or default. If any provision of this Agreement is determined by a court to be unenforceable, you and Intel will deem the provision to be modified to the extent necessary to allow it to be enforced to the extent permitted by law, or if it cannot be modified, the provision will be severed and deleted from this Agreement, and the remainder of the Agreement must be in writing and signed by an authorized representative of you and an officer (or delegate) of Intel, and must specifically identify this Agreement by its title (e.g., "End User License Agreement for the Intel(R) Software Development Products") and version, i.e., May 2012).

B. APPLICABLE LAWS: Any claim arising under or relating to this Agreement shall be governed by the internal substantive laws of the State of Delaware, without regard to principles of conflict of laws. You agree that the terms of the United Nations Convention on Contracts for the Sale of Goods do not apply to this Agreement. You agree that your distribution and export/re-export of the Software and permitted modifications shall be in compliance with the laws, regulations, orders or other restrictions of applicable export laws.

13. THIRD PARTY PROGRAMS. The Materials may include third party programs or materials that are governed by the third party's license terms, including without limitation, open source software. The license terms associated with such third party programs or materials govern your use of same, and Intel is not liable for such third party programs or materials.

* Other names and brands may be claimed as the property of others