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General Terms and Conditions

This agreement ("Agreement") is by and between Licensee and Intel Corporation, a Delaware corporation, having its principal place of business at 2200 Mission College Boulevard, Santa Clara, California 95054 ("Intel") and is effective as of the first date Licensee copies, installs, uses or loads the software identified in this Agreement or any associated materials ("Effective Date").

1.1 DEFINITIONS

- 1.2 "ASL Code" means code written in the 'ACPI source language' and designed and delivered to Licensee by Intel and designed to be compatible with Intel products. Such ASL Code remains ASL Code regardless of any legends in header files of the ASL Code.
- 1.3 "Assembly Code" means code written in the 'assembly source language' and designed and delivered to Licensee by Intel under this Agreement.
- 1.4 "UP2-V3-UDK" means the UP Squared (UP²) MinnowBoard V3 UEFI Development Kit, which is an Intel implementation of the UEFI specification, and is based on the UEFI Development Kit 2017 (UDK2017), consisting of UP2-V3-UDK Libraries, ASL Code, DXE Driver, DXE Foundation Code, PEI Foundation Code, Peripheral Drivers (including GOP and UEFI UNDI), PEI Modules, Assembly Code, C Code and Reference Drivers together, as well as any and all documentation and tools, provided by Intel for the purposes of implementation.
- 1.5 "UP2-V3-UDK Libraries" means the core library services offered in the UP Squared (UP²) MinnowBoard v3 UEFI Development Kit.
- 1.6 "Boot Loader" means a device and use-case-specific firmware program a computer's processor uses to get the computer system started after power-on, with some basic hardware initialization, until handoff to the operating system.
- 1.7 "BSD License" means the Berkeley Software Distribution License, which is a family of permissive free software licenses created for the original Berkeley Software Distribution operating system.
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- 1.10 "Derived Object Code" means the subset of Derivative Works that is the Object Code derived from Source Code or Derived Source Code.
- 1.11 "Derived Source Code" means the subset of Derivative Works that is the source code derived from Source Code by modifying the Source Code in any way.
- 1.12 "Derivative Works" means those bodies of work defined in 17 U.S.C. §101 as "derivative works" of existing copyrighted material. For purposes of this Agreement, Derivative Works include both Derived Source Code and Derived Object Code.

- 1.13 "DXE Driver" means Driver Execution Environment driver, which is a hardware device driver compliant with the execution environment as defined in the UEFI specification.
- 1.14 "DXE Foundation Code" means the foundational Driver Execution Environment code that provides the standard function and services that are available to the DXE Drivers.
- 1.15 "End User" means a purchaser or recipient or user of Licensee's computer products who does not resell Licensee's products in the normal course of the End User's business.
- 1.16 "Firmware" means the programming code that is inserted into the programmable read-only memory of a computer system, thus becoming a permanent part of a particular computing device.
- 1.17 "Intel Processor" means processors designed by Intel and released by or on behalf of Intel and marketed under Intel's (or Intel licensed) trademarks.
- 1.18 "Licensee" means the individual accepting these terms or, if the individual is accepting these terms on behalf of a legal entity (such as a corporation, partnership, agency, etc.), "Licensee" means the legal entity.
- 1.19 "Object Code" means the binary version of the Source Code, including all computer programming code, entirely in binary form, which is directly executable by a computer and includes those help, message, overlay, and other files necessary for supporting the intended use of the executable code.
- 1.20 "PEI Foundation Code" means Pre-extensible firmware interface ("PEFI") initialization foundation code, which performs basic hardware initialization in order to load and execute the DXE Foundation Code.
- 1.21 "PEI Modules" means PEFI initialization modules, which are code modules that perform basic environmental set up prior to initialization of DXE Foundation Code.
- 1.22 "Peripheral Drivers" means code that initializes and operates hardware devices that are peripheral to the Intel Processor.
- 1.23 "Reference Drivers" means those drivers supplied as part of the Source Code that are marked or tagged by Intel as 'reference drivers'.
- 1.24 "Source Code" means the source code of the UP2-V3-UDK Libraries and Reference Drivers delivered to Licensee by Intel under this Agreement, along with all Intel-delivered tools, documentation, specifications, and schematics related thereto.
- 1.25 "Subsidiaries" means, with respect to any legally recognizable entity, any entity Controlling, Controlled by, or under common Control with the entity. "Control" means (i) ownership of fifty percent (50%) or more of the outstanding shares representing the right to vote for members of the directors or other managing officers of the entity, or (ii) for an entity which does not have outstanding shares, fifty percent (50%) or more of the ownership interest representing the right to make decisions for the entity. An entity will be deemed a Subsidiary only so long as the Control exists.
- 1.26 "UDK2017" means the Intel® UEFI Development Kit 2017 (Intel® UDK2017), which is an openly available implementation of the UEFI framework provided by Intel under BSD License terms.
- 1.27 "UEFI" means the Unified Extensible Firmware Interface, which is an industry standard detailing an interface that helps hand off control of the system for the pre-boot environment (i.e., after the system is powered on, but before the operating system starts) to an operating system.

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Notwithstanding the earlier termination of this Agreement, the obligations of this section are to remain in effect until the time as UP2-V3-UDK becomes publicly known, through no act or failure to act on Licensee's or Subsidiary's part.

6.0 ASSIGNMENT, SALE OR TRANSFER

Licensee will not assign, sublicense, or otherwise transfer this Agreement or any right or obligation hereunder without Intel's prior written consent, which consent will not be unreasonably withheld in the event Licensee is acquired by an entity that is not a competitor of Intel. Any attempt to do so will be null and void.

7.1 TERMINATION

7.2 Licensee may terminate this Agreement and the licenses granted in the Agreement at any time upon Intel's receipt of written notice.

7.3 Intel may terminate this Agreement and any licenses granted in the Agreement at any time if Licensee fails to cure any material breach of this Agreement within thirty (30) days after notice of the breach. Such termination will not prejudice Intel's right to damages or any other remedy available at law or in equity.

7.4 Upon termination of the Agreement or any license granted hereunder for any reason whatsoever, Licensee will completely remove UP2-V3-UDK from all Derived Source Code. In the event of any termination, Licensee will, at Intel's option, either return to Intel or destroy the original and all full or partial copies of UP2-V3-UDK, including those portions in Derived Source Code, and certify to Intel that they have been destroyed.

7.5 The following sections will survive expiration or termination of this Agreement: sections 2.2, 2.3, 2.4, 3, 4, 5, 7, 8, 9 and 10.

8.1 OWNERSHIP

8.2 UP2-V3-UDK and all copies, and any updates provided by Intel, in whole or in part, are and will remain the property of Intel or its suppliers. Licensee understands and agree that no license under any Intel patent, copyright (except as expressly described in Sections 2.1, above), trade secret or other intellectual property right is granted or conferred upon Licensee in this Agreement or by the providing of the UP2-V3-UDK by Intel to Licensee hereunder, either expressly, by implication, inducement, estoppel or otherwise, and that any further license under the intellectual property rights must be express and in writing.

8.3 Title in and to the Derived Source Code will be held by Licensee or Licensee's suppliers as appropriate, subject to Intel's underlying ownership of the UP2-V3-UDK.

9.0 EXPORT CONTROL

Neither party will export, either directly or indirectly, any product, service or technical data or system incorporating the UP2-UDK 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 or software is exported from the United States or re-exported from a foreign destination by either party, that party will ensure that the distribution and export/re-export or import of the product or software is in compliance with all laws, regulations, orders, or other restrictions of the U.S. Export Administration Regulations and the appropriate foreign government. Both parties agree that neither it nor any of its Subsidiaries will export/re-export any software, 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 the license or approval.

10.1 GENERAL

10.2 Any dispute arising directly under the express terms of this Agreement or the grounds for termination of any rights granted under this Agreement will be resolved as follows: First, within forty five (45) days from one party's written request to the other, senior executives of both parties will meet to attempt to resolve the dispute. If the senior executives cannot resolve the dispute, either party may then make a written demand for formal dispute resolution by tendering to the other party notice of the dispute and its intent to invoke the terms of this Section 10.1. The parties agree to meet within ninety (90) days of the demand with an impartial mediator selected by mutual agreement to participate in a one-day, non-binding mediation. In the event the parties cannot agree on a mediator, they will each select one nominator, who will not at that time be employed by either party,

and the two nominators will agree on and appoint the mediator. If the parties have not resolved the dispute or claim within thirty (30) days after the one-day, non-binding mediation, either party may begin litigation proceedings.

- 10.3 This is the complete and exclusive Agreement between the parties relating to this subject matter. No amendment will be effective unless in writing signed by authorized representatives of both parties.
- 10.4 The terms and conditions stated in the Agreement are declared to be severable. If any paragraph, provision, or clause in this Agreement will be found or be held to be invalid or unenforceable in any jurisdiction in which this Agreement is being performed, the remainder of this Agreement will be valid and enforceable and the parties will use good faith to negotiate a substitute, valid and enforceable provision which most nearly effects the parties' intent in entering into this Agreement.
- 10.5 Any claim arising under or relating to this Agreement, will be governed by the laws of the State of Delaware, excluding its conflicts of laws provisions. The parties agree that all disputes and litigation regarding the above defined claims will be subject to the exclusive jurisdiction of the courts of the State of Delaware or of the Federal courts sitting in Delaware.

[END OF GENERAL TERMS AND CONDITIONS]

EXHIBIT A

SUPPORTED PLATFORMS

List of supported platforms with which the UP2-V3-UDK may be used:

Intel Atom® Processor E3900 Series (formerly “Apollo Lake”)

Intel® Celeron® Processor N3350

Intel® Pentium® Processor N4200

<http://www.intel.com/content/www/us/en/embedded/products/apollo-lake/overview.html>

EXHIBIT B

MINIMUM OBJECT CODE

END-USER LICENSING TERMS

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