

INTEL IPMI DRIVER SOFTWARE LICENSE

(For IPMI Adopters)

Do not use or load this Intel IPMI Driver software and any associated documentation (collectively, the "Software") until You have carefully read the following terms and conditions. By loading, downloading 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.

- ! The Software is provided only for persons or entities who have signed an Adopter's Agreement concerning implementation of the Intelligent Platform Management Interface ("IPMI") Specification.
- ! This Software License does not grant You a license to implement the Intelligent Platform Management Interface ("IPMI") Specification on any hardware products. To obtain such a license, see information regarding an IPMI "Adopter's Agreement" found at the <http://developer.intel.com/design/servers/ipmi>.

COPYRIGHT LICENSE: This Software (object and source code) is copyrighted and any unauthorized use of it may violate copyright, trademark, and other laws. If You have, or Your organization has, entered into an IPMI Adopter's Agreement, You are granted a license only under Intel copyrights to: reproduce, prepare derivatives works of, display and distribute the Software subject to the following restrictions: (i) Your derivatives must be compatible with hardware products that conform to version 1.X (where X is a number between 0 and 9) of the IPMI Specification, and (ii) the Software and Your derivatives are distributed only for use with Intel Architecture-based products, and (iii) You may not remove any copyright notice or other proprietary notice from the Software. Except as expressly provided herein, Intel and its suppliers do not grant any express or implied right to You under any patents, copyrights, trademarks, or trade secret information. You may not copy or distribute any Intel logos included with or on the Software.

OWNERSHIP OF SOFTWARE: Intel or its Suppliers retain ownership all copies of the Software. You retain ownership of Your derivatives, subject to Intel or its Suppliers ownership rights in the original work.

TERMINATION OF THIS LICENSE: Intel may terminate this license at any time if You are in breach of the terms of this Agreement. Upon termination, You will immediately destroy the Software or return all copies of it to Intel.

WARRANTY DISCLAIMER: THE SOFTWARE IS PROVIDED "AS IS" WITHOUT ANY EXPRESS OR IMPLIED WARRANTY OF ANY KIND INCLUDING A WARRANTY OF MERCHANTABILITY, TITLE, NONINFRINGEMENT OF INTELLECTUAL PROPERTY, OR FITNESS FOR ANY PARTICULAR PURPOSE. Intel and its suppliers further do not warrant the accuracy or completeness of the Software or the information, text, graphics, links or other items which may be contained in the Software. Intel may make changes to the Software at any time without notice, but is not obligated to support or update the Software.

LIMITATION OF LIABILITY. IN NO EVENT SHALL INTEL OR ITS SUPPLIERS BE LIABLE FOR ANY DAMAGES WHATSOEVER (INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF PROFITS, BUSINESS INTERRUPTION, LOSS OF 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. BECAUSE SOME JURISDICTIONS PROHIBIT THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, THE ABOVE LIMITATION MAY NOT APPLY TO YOU.

U.S. 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 its successor. Use of the Software by the Government constitutes acknowledgment of Intel's proprietary rights in it.

APPLICABLE LAWS: Claims arising under this License 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.

