

DELL Command Integration Suite for System Center User Guide

Home » Dell » DELL Command Integration Suite for System Center User Guide 🖫

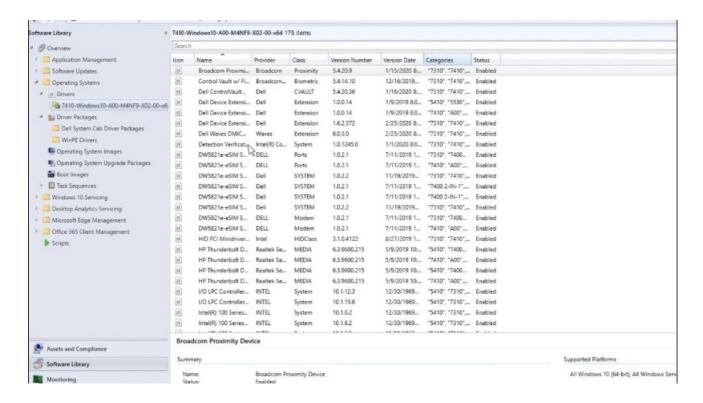


Contents

- 1 DELL Command Integration Suite for System Center
- 2 Third-party licenses
 - 2.1 StructureMap Apache license
- 3 System. Management. Automation
- 4 Microsoft software license terms for MS Test. Test Adapter and MS Test. Test **Framework**
 - 4.1 SPDX identifier and Newtonsoft. Json
- **5 The Apache Software License**
- 6 XML schema for DMTF BIOS Attribute registries
 - 6.1 Microsoft Public License (Ms-PL)
- 7 INTEL SOFTWARE LICENSE AGREEMENT (SDK, Site License)
- 8 Apache License
 - **8.1 SOFTWARE LICENSE AGREEMENT**
- 9 APPENDIX A
 - 9.1 INTEL END USER SOFTWARE LICENSE AGREEMENT
 - 9.2 Notes, cautions, and warnings
- 10 Documents / Resources
- 11 Related Posts



DELL Command Integration Suite for System Center



Third-party licenses

Release Date: November 2022

The table provides the details about third-party licenses.

Table 1. Third-party licenses

SI. No	Component Name	Version	License
1	Structure Map	4.2.0.402	Apache License, Version 2.0
2	System.Management.Automation	6.1.7601.17515	MIT
3	MSTest.TestFramework	1.4.0	MICROSOFT SOFTWAR E LICENSE
4	MSTest.TestAdaptor	1.4.0	MICROSOFT SOFTWAR E LICENSE
5	dsp8022_1.0.2.xsd	1.0.2	Generic License
6	Open XML	2.12.3	MIT
7	Intel AMT SDK	16.0.4.1	Intel License Agreement
8	apache-xerces-c	2.0	Apache License
9	Interop.CERTENROLLLib	1.0	Public Domain
10	Newtonsoft.Json	13.0.1	MIT
11	openssl	3.0.7	Apache License, Version 2.0
12	EMAConfigTool	1.0.3	INTEL SOFTWARE LICE NSE AGREEMENT

StructureMap Apache license

Software distributed under the following Structure Map Apache license is used within the Dell Command | Integration Suite for Microsoft System Center and Dell Command | Intel vPro Out of Band applications. Copyright 2004-2009 Jeremy D. Miller

Licensed under the Apache License, Version 2.0 (the "License"); you may not use this file except in compliance with the License. You may obtain a copy of the License at https://www.apache.org/licenses/LICENSE-2.0

Unless required by applicable law or agreed to in writing, software distributed under the License is distributed on an "AS IS" BASIS, WITHOUT WARRANTIES OR CONDITIONS OF ANY KIND, either express or implied. See the License for the specific language governing permissions and limitations under the License.

Version 2.0, January 2004

https://www.apache.org/licenses/

TERMS AND CONDITIONS FOR USE, REPRODUCTION, AND DISTRIBUTION

1. Definitions

"License" shall mean the terms and conditions for use, reproduction, and distribution as defined by Sections 1 through 9 of this document.

"Licensor" shall mean the copyright owner or entity authorized by the copyright owner that is granting the License.

"Legal Entity" shall mean the union of the acting entity and all other entities that control, are controlled by, or are under common control with that entity. For the purposes of this definition, "control" means (i) the power, direct or indirect, to cause the direction or management of such entity, whether by contract or otherwise, or (ii) ownership of fifty percent

(50%) or more of the outstanding shares, or (iii) beneficial ownership of such entity.

"You" (or "Your") shall mean an individual or Legal Entity exercising permissions granted by this License.

"Source" form shall mean the preferred form for making modifications, including but not limited to software source code, documentation source, and configuration files.

"Object" form shall mean any form resulting from mechanical transformation or translation of a Source form, including but not limited to compiled object code, generated documentation, and conversions to other media types.

"Work" shall mean the work of authorship, whether in Source or Object form, made available under the License, as indicated by a copyright notice that is included in or attached to the work (an example is provided in the Appendix below).

"Derivative Works" shall mean any work, whether in Source or Object form, that is based on (or derived from) the Work and for which the editorial revisions, annotations, elaborations, or other modifications represent, as a whole, an original work of authorship. For the purposes of this License, Derivative Works shall not include works that remain separable from, or merely link (or bind by name) to the interfaces of, the Work and Derivative Works thereof.

"Contribution" shall mean any work of authorship, including the original version of the Work and any modifications or additions to that Work or Derivative Works thereof, that is intentionally submitted to Licensor for inclusion in the Work by the copyright owner or by an individual or Legal Entity authorized to submit on behalf of the copyright owner. For the purposes of this definition, "submitted" means any form of electronic, verbal, or written communication sent to the Licensor or its representatives, including but not limited to

communication on electronic mailing lists, source code control systems, and issue tracking systems that are managed by, or on behalf of, the Licensor for the purpose of discussing and improving the Work, but excluding communication that is conspicuously marked or otherwise designated in writing by the copyright owner as "Not a Contribution."

"Contributor" shall mean Licensor and any individual or Legal Entity on behalf of whom a Contribution has been received by Licensor and subsequently incorporated within the Work.

2. Grant of Copyright License

Subject to the terms and conditions of this License, each Contributor hereby grants to You a perpetual, worldwide, non-exclusive, no-charge, royalty-free, irrevocable copyright license to reproduce, prepare Derivative Works of, publicly display, publicly perform, sublicense, and distribute the Work and such Derivative Works in Source or Object form.

3. Grant of Patent License

Subject to the terms and conditions of this License, each Contributor hereby grants to You a perpetual, worldwide, non-exclusive, no-charge, royalty-free, irrevocable (except as stated in this section) patent license to make, have made, use, offer to sell, sell, import, and otherwise transfer the Work, where such license applies only to those patent claims licensable by such Contributor that are necessarily infringed by their Contribution(s) alone or by combination of their Contribution(s) with the Work to which such Contribution(s) was submitted. If You institute patent litigation against any entity (including a cross-claim or counterclaim in a lawsuit) alleging that the Work or a Contribution incorporated within the Work constitutes direct or contributory patent infringement, then any patent licenses granted to You under this License for that Work shall terminate as of the date such litigation is filed.

4. Redistribution

You may reproduce and distribute copies of the Work or Derivative Works thereof in any medium, with or without modifications, and in Source or Object form, provided that You meet the following conditions:

- You must give any other recipients of the Work or Derivative Works a copy of this License; and
- You must cause any modified files to carry prominent notices stating that You changed the files; and
- You must retain, in the Source form of any Derivative Works that You distribute, all copyright, patent, trademark, and attribution notices from the Source form of the Work, excluding those notices that do not pertain to any part of the Derivative Works; and
- If the Work includes a "NOTICE" text file as part of its distribution, then any Derivative Works that You distribute must include a readable copy of the attribution notices contained within such NOTICE file, excluding those notices that do not pertain to any part of the Derivative Works, in at least one of the following places: within a NOTICE text file distributed as part of the Derivative Works; within the Source form or documentation, if provided along with the Derivative Works; or, within a display generated by the Derivative Works, if and wherever such third-party notices normally appear. The contents of the NOTICE file are for informational purposes only and do not modify the License. You may add Your own attribution notices within Derivative Works that You distribute, alongside or as an addendum to the NOTICE text from the Work, provided that such additional attribution notices cannot be construed as modifying the License.

You may add Your own copyright statement to Your modifications and may provide additional or different license terms and conditions for use, reproduction, or distribution of Your modifications, or for any such Derivative Works as a whole, provided Your use, reproduction, and distribution of the Work otherwise complies with the conditions stated in this License.

5. Submission of Contributions

Unless You explicitly state otherwise, any Contribution intentionally submitted for inclusion in the Work by You to the Licensor shall be under the terms and conditions of this License, without any additional terms or conditions. Notwithstanding the above, nothing herein shall supersede or modify the terms of any separate license agreement you may have executed with Licensor regarding such Contributions.

6. Trademarks

This License does not grant permission to use the trade names, trademarks, service marks, or product names of the Licensor, except as required for reasonable and customary use in describing the origin of the Work and reproducing the content of the NOTICE file.

7. Disclaimer of Warranty

Unless required by applicable law or agreed to in writing, Licensor provides the Work (and each Contributor provides its Contributions) on an "AS IS" BASIS, WITHOUT WARRANTIES OR CONDITIONS OF ANY KIND, either express or implied, including, without limitation, any warranties or conditions of TITLE, NON-INFRINGEMENT, MERCHANTABILITY, or FITNESS FOR A PARTICULAR PURPOSE. You are solely responsible for determining the appropriateness of using or redistributing the Work and assume any risks associated with Your exercise of permissions under this License.

8. Limitation of Liability

In no event and under no legal theory, whether in tort (including negligence), contract, or otherwise, unless required by applicable law (such as deliberate and grossly negligent acts) or agreed to in writing, shall any Contributor be liable to You for damages, including any direct, indirect, special, incidental, or consequential damages of any character arising as a result of this License or out of the use or inability to use the Work (including but not limited to damages for loss of goodwill, work stoppage, computer failure or malfunction, or any and all other commercial damages or losses), even if such Contributor has been advised of the possibility of such damages.

9. Accepting Warranty or Additional Liability

While redistributing the Work or Derivative Works thereof, You may choose to offer, and charge a fee for, acceptance of support, warranty, indemnity, or other liability obligations and/or rights consistent with this License. However, in accepting such obligations, You may act only on Your own behalf and on Your sole responsibility, not on behalf of any other Contributor, and only if You agree to indemnify, defend, and hold each Contributor harmless for any liability incurred by,

or claims asserted against, such Contributor by reason of your accepting any such warranty or additional liability.

END OF TERMS AND CONDITIONS

System. Management. Automation

PowerShell

Copyright (c) Microsoft Corporation.

MIT License

Permission is hereby granted, free of charge, to any person obtaining a copy of this software and associated documentation files (the ""Software""), to deal in the Software without restriction, including without limitation the rights to use, copy, modify, merge, publish, distribute, sublicense, and/or sell copies of the Software, and to permit persons to whom the Software is furnished to do so, subject to the following conditions:

The above copyright notice and this permission notice shall be included in all copies or substantial portions of the

Software.

THE SOFTWARE IS PROVIDED *AS IS*, WITHOUT WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NONINFRINGEMENT. IN NO EVENT SHALL THE AUTHORS OR COPYRIGHT HOLDERS BE LIABLE FOR ANY CLAIM, DAMAGES OR OTHER LIABILITY, WHETHER IN AN ACTION OF CONTRACT, TORT OR OTHERWISE, ARISING FROM, OUT OF OR IN CONNECTION WITH THE SOFTWARE OR THE USE OR OTHER DEALINGS IN THE SOFTWARE.

Microsoft software license terms for MS Test. Test Adapter and MS Test. Test Framework

These license terms are an agreement between you and Microsoft Corporation (or based on where you live, one of its affiliates). They apply to the software named above. The terms also apply to any Microsoft services or updates for the software, except to the extent those have different terms.

If you comply with these license terms, you have the rights below:

1. INSTALLATION AND USE RIGHTS.

You may install and use any number of copies of the software to develop and test your applications.

THIRD PARTY COMPONENTS. The software may include third party components with separate legal notices
or governed by other agreements, as may be described in the Third Party Notices file(s) accompanying the
software.

3. ADDITIONAL LICENSING REQUIREMENTS AND/OR USE RIGHTS.

DISTRIBUTABLE CODE. The software is comprised of Distributable Code. "Distributable Code" is code that you are permitted to distribute in applications you develop if you comply with the terms below.

- · Right to Use and Distribute.
 - You may copy and distribute the object code form of the software.
 - Third Party Distribution. You may permit distributors of your applications to copy and distribute the Distributable Code as part of those applications.
- Distribution Requirements. For any distributable code that you distribute, you must
 - use the Distributable Code in your applications and not as a standalone distribution;
 - require distributors and external end users to agree to terms that protect it at least as much as this agreement; and
 - indemnify, defend, and hold harmless Microsoft from any claims, including attorneys' fees, related to the distribution or use of your applications, except to the extent that any claim is based solely on the unmodified Distributable Code.
- Distribution restrictions. You may not
 - use Microsoft's trademarks in your applications' names or in a way that suggests your applications come from or are endorsed by Microsoft; or
 - modify or distribute the source code of any Distributable Code 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 of code, that (i) it be disclosed or distributed in source code form; or (ii) others have the right to modify it.

4. DATA

Data collection. The software may collect information about you and your use of the software, and send
that to Microsoft. Microsoft may use this information to provide services and improve our products and
services. You may

opt-out of many of these scenarios, but not all, as described in the software documentation. There are also some features in the software that may enable you and Microsoft to collect data from users of your applications. If you use these features, you must comply with applicable law, including providing appropriate notices to users of your applications together with Microsoft's privacy statement. Our privacy statement is located at https://privacy.microsoft.com/en-us/privacystatement. You can learn more about data collection and its use from the software documentation and our privacy statement. Your use of the software operates as your consent to these practices.

- Processing of Personal Data. To the extent Microsoft is a processor or sub processor of personal data in connection with the software, Microsoft makes the commitments in the European Union General Data Protection Regulation Terms of the Online Services Terms to all customers effective May 25, 2018, at https://docs.microsoft.com/en-us/legal/gdpr.
- 5. SCOPE OF LICENSE. The software is licensed, not sold. This agreement only gives you some rights to use the software. Microsoft reserves all other rights. Unless applicable law gives you more rights despite this limitation, you may use the software only as expressly permitted in this agreement. In doing so, you must comply with any technical limitations in the software that only allow you to use it in certain ways. You may not
 - work around any technical limitations in the software;
 - reverse engineer, decompile or disassemble the software, or otherwise attempt to derive the source code
 for the software, except and to the extent required by third party licensing terms governing use of certain
 open source components that may be included in the software;
 - remove, minimize, block or modify any notices of Microsoft or its suppliers in the software;
 - use the software in any way that is against the law; or
 - share, publish, rent or lease the software, provide the software as a stand-alone offering for others to use, or transfer the software or this agreement to any third party.
- 6. **EXPORT RESTRICTIONS.** You must comply with all domestic and international export laws and regulations that apply to the software, which include restrictions on destinations, end users, and end use. For further information on export restrictions, visit www.microsoft.com/exporting.
- 7. SUPPORT SERVICES. Because this software is "as is", we may not provide support services for it.
- 8. **Entire Agreement:** This agreement, and the terms for supplements, updates, Internet-based services and support services that you use, are the entire agreement for the software and support services.
- 9. **APPLICABLE LAW.** If you acquired the software in the United States, Washington law applies to interpretation of and claims for breach of this agreement, and the laws of the state where you live apply to all other claims. If you acquired the software in any other country, its laws apply.
- 10. CONSUMER RIGHTS; REGIONAL VARIATIONS. This agreement describes certain legal rights. You may have other rights, including consumer rights, under the laws of your state or country. Separate and apart from your relationship with Microsoft, you may also have rights with respect to the party from which you acquired the software. This agreement does not change those other rights if the laws of your state or country do not permit it to do so. For example, if you acquired the software in one of the below regions, or mandatory country law applies, then the following provisions apply to you:
 - Australia. You have statutory guarantees under the Australian Consumer Law and nothing in this
 agreement is intended to affect those rights.
 - Canada. If you acquired this software in Canada, you may stop receiving updates by turning off the
 automatic update feature, disconnecting your device from the Internet (if and when you re-connect to the
 Internet, however, the software will resume checking for and installing updates), or uninstalling the
 software. The product documentation, if any, may also specify how to turn off updates for your specific

device or software.

- · Germany and Austria.
 - Warranty. The software will perform substantially as described in any Microsoft materials that accompany it. However, Microsoft gives no contractual guarantee in relation to the software.
 - Limitation of Liability. In case of intentional conduct, gross negligence, claims based on the Product Liability Act, as well as in case of death or personal or physical injury, Microsoft is liable according to the statutory law.
 Subject to the foregoing clause (ii), Microsoft will only be liable for slight negligence if Microsoft is in breach of such material contractual obligations, the fulfillment of which facilitate the due performance of this agreement, the breach of which would endanger the purpose of this agreement and the compliance with which a party may constantly trust in (so-called "cardinal obligations"). In other cases of slight negligence, Microsoft will not be liable for slight negligence
- 11. DISCLAIMER OF WARRANTY. THE SOFTWARE IS LICENSED "AS-IS." YOU BEAR THE RISK OF USING IT. MICROSOFT GIVES NO EXPRESS WARRANTIES, GUARANTEES OR CONDITIONS. TO THE EXTENT PERMITTED UNDER YOUR LOCAL LAWS, MICROSOFT EXCLUDES THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT.
- 12. LIMITATION ON AND EXCLUSION OF REMEDIES AND DAMAGES. YOU CAN RECOVER FROM MICROSOFT AND ITS SUPPLIERS ONLY DIRECT DAMAGES UP TO U.S. \$5.00. YOU CANNOT RECOVER ANY OTHER DAMAGES, INCLUDING CONSEQUENTIAL, LOST PROFITS, SPECIAL, INDIRECT OR INCIDENTAL DAMAGES.

This limitation applies to (a) anything related to the software, services, content (including code) on third party Internet sites, or third party applications; and (b) claims for breach of contract, breach of warranty, guarantee or condition, strict liability, negligence, or other tort to the extent permitted by applicable law. It also applies even if Microsoft knew or should have known about the possibility of the damages. The above limitation or exclusion may not apply to you because your state or country may not allow the exclusion or limitation of incidental, consequential or other damages.

SPDX identifier and Newtonsoft. Json

MIT License

Permission is hereby granted, free of charge, to any person obtaining a copy of _____ (the "Software"), to deal in the Software without restriction, including without limitation the rights to use, copy, modify, merge, publish, distribute, sublicense, and/or sell copies of the Software, and to permit persons to whom the Software is furnished to do so, subject to the following conditions:

The above copyright notice and this permission notice (including the next paragraph) shall be included in all copies or substantial portions of the Software.

THE SOFTWARE IS PROVIDED "AS IS", WITHOUT WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NONINFRINGEMENT. IN NO EVENT SHALL ______ BE LIABLE FOR ANY CLAIM, DAMAGES OR OTHER LIABILITY, WHETHER IN AN ACTION OF CONTRACT, TORT OR OTHERWISE, ARISING FROM, OUT OF OR IN CONNECTION WITH THE SOFTWARE OR THE USE OR OTHER DEALINGS IN THE SOFTWARE.

The Apache Software License

The Apache Software License, Version 1.1

Copyright (c) 1999-2001 The Apache Software Foundation. All rights reserved.

Redistribution and use in source and binary forms, with or without modification, are permitted provided that the

following conditions are met:

- 1. Redistributions of source code must retain the above copyright notice, this list of conditions and the following disclaimer.
- 2. Redistributions in binary form must reproduce the above copyright notice, this list of conditions and the following disclaimer in the documentation and/or other materials provided with the distribution.
- 3. The end-user documentation included with the redistribution, if any, must include the following acknowledgment: "This product includes software developed by the Apache Software Foundation (http://www.apache.org/)." Alternately, this acknowledgment may appear in the software itself, if and wherever such third-party acknowledgments normally appear.
- 4. The names "Xerces" and "Apache Software Foundation" must not be used to endorse or promote products derived from this software without prior written permission. For written permission, please contact apache@apache.org.
- 5. Products derived from this software may not be called "Apache", nor may "Apache" appear in their name, without prior written permission of the Apache Software Foundation.

THIS SOFTWARE IS PROVIDED "AS IS" AND ANY EXPRESSED OR IMPLIED WARRANTIES, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE ARE DISCLAIMED. IN NO EVENT SHALL THE APACHE SOFTWARE FOUNDATION OR ITS CONTRIBUTORS BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, OR CONSEQUENTIAL DAMAGES (INCLUDING, BUT NOT LIMITED TO, PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES; LOSS OF USE, DATA, OR PROFITS; OR BUSINESS INTERRUPTION) HOWEVER CAUSED AND ON ANY THEORY OF LIABILITY, WHETHER IN CONTRACT, STRICT LIABILITY, OR TORT (INCLUDING NEGLIGENCE OR OTHERWISE) ARISING IN ANY WAY OUT OF THE USE OF THIS SOFTWARE, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGE.

This software consists of voluntary contributions made by many individuals on behalf of the Apache Software Foundation and was originally based on software copyright (c) 1999, International Business Machines, Inc., http://www.ibm.com. For more information on the Apache Software Foundation, please see http://www.apache.org/.

XML schema for DMTF BIOS Attribute registries

XML schema specification used for the creation of BIOS Attribute registries.

Copyright © 2008-2010 Distributed Management Task Force, Inc. (DMTF). All rights reserved. DMTF is a not-for-profit association of industry members dedicated to promoting enterprise and systems management and interoperability. Members and non-members may reproduce DMTF specifications and documents for uses consistent with this purpose, provided that correct attribution is given. As DMTF specifications may be revised from time to time, the particular version and release date should always be noted. Implementation of certain elements of this standard or proposed standard may be subject to third-party patent rights, including provisional patent rights (herein "patent rights"). DMTF makes no representations to users of the standard as to the existence of such rights, and is not responsible to recognize, disclose, or identify any or all such third-party patent right, owners or claimants, nor for any incomplete or inaccurate identification or disclosure of such rights, owners or claimants. DMTF shall have no liability to any party, in any manner or circumstance, under any legal theory whatsoever, for failure to recognize, disclose, or identify any such third-party patent rights, or for such party's reliance on the standard or incorporation thereof in its product, protocols or testing procedures. DMTF shall have no liability to any party implementing such standard, whether such implementation is foreseeable or not, nor to any patent owner or claimant, and shall have no liability or responsibility for costs or losses incurred if a standard is withdrawn or modified after publication, and shall be indemnified and held harmless by any party implementing the standard from any and all claims of infringement by a patent owner for such implementations. For information about patents held by third-parties which have notified the DMTF that, in their opinion, such patent may relate to or impact implementations of DMTF standards, visit http://www.dmtf.org/about/policies/disclosures.php.

Microsoft Public License (Ms-PL)

{"Name":"Microsoft Public License (Ms-PL)","Text":"Microsoft Public License (Ms-PL)\r\n\r\nThis license governs use of the accompanying software. If you use the software, you accept this license. If you do not accept the license, do not use the software.\r\n\r\n1. Definitions\r\n\r\nThe terms \"reproduce,\"\"reproduction,\"\"derivative works,\" and \"distribution\" have the same meaning here as under U.S. copyright law.\r\n\r\nA\"contribution\" is the original software, or any additions or changes to the software.\r\n\r\nA\"contributor\" is any person that distributes its contribution under this license.

\r\n\r\n\"Licensed patents\" are a contributor's patent claims that read directly on its contribution.\r\n\r\n2. Grant of Rights\r\n\r\n(A) Copyright Grant- Subject to the terms of this license, including the license conditions and limitations in section 3, each contributor grants you a non-exclusive, worldwide, royalty-free copyright license to reproduce its contribution, prepare derivative works of its contribution, and distribute its contribution or any derivative works that you create.\r\n\r\n(B) Patent Grant- Subject to the terms of this license, including the license conditions and limitations in section 3, each contributor grants you a non-exclusive, worldwide, royalty-free license under its licensed patents to make, have made, use, sell, offer for sale, import, and/or otherwise dispose of its contribution in the software or derivative works of the contribution in the software.\r\n\r\n3. Conditions and Limitations\r\n\r\n(A) No Trademark License- This license does not grant you rights to use any contributors' name, logo, or trademarks.\r\n\r\n(B) If you bring a patent claim against any contributor over patents that you claim are infringed by the software, your patent license from such contributor to the software ends automatically.\r\n\r\n(C) If you distribute any portion of the software, you must retain all copyright, patent, trademark, and attribution notices that are present in the software.\r\n\r\n(D) If you distribute any portion of the software in source code form, you may do so only under this license by including a complete copy of this license with your distribution. If you distribute any portion of the software in compiled or object code form, you may only do so under a license that complies with this license.\r\n\r\n(E) The software is licensed \"as-is.\" You bear the risk of using it. The contributors give no express warranties, guarantees or conditions.

You may have additional consumer rights under your local laws which this license cannot change. To the extent permitted under your local laws, the contributors exclude the implied warranties of merchantability, fitness for a particular purpose and non-infringement.","Id":16473,"ShortName":"Ms-PL","StartDate":"VDate(1225236193690-0700)V"}

INTEL SOFTWARE LICENSE AGREEMENT (SDK, Site License)

Copyright (C) Intel Corporation, 2004 – 2022 INTEL SOFTWARE LICENSE AGREEMENT (SDK, Site License)

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: Subject to the restrictions below, Intel Corporation ("Intel") grants to you the following non-exclusive, non-assignable, royalty-free copyright licenses in the Software. The Software may include portions offered on terms in addition to those set out here, as set out in a license accompanying those portions:

- Developer Tools include developer documentation, installation or development utilities, and other materials. You may use them internally for the purposes of using the Software as licensed hereunder, but you may not redistribute them.
- Sample Source may include example interface or application source code. You may copy, modify and compile
 the Sample Source and distribute it in your own products in binary and source code form.
- End-User Documentation includes textual materials intended for end users. You may copy, modify and distribute them.
- Licensed Binaries are redistributable code provided in binary form. You may copy and distribute Licensed Binaries with your product.

SITE LICENSE: You may copy the Software onto your organization's computers for your organization's use subject to and consistent with the terms of this Agreement.

RESTRICTIONS: You will make reasonable efforts to discontinue distribution of the portions of the Software that you are licensed hereunder to distribute, upon Intel's release of an update, upgrade or new version of the Software and to make reasonable efforts to distribute such updates, upgrades or new versions to your customers who have received the Software herein. You may not reverse-assemble, reverse-compile, or otherwise reverse-engineer any software provided solely in binary form. Distribution of the Software is also subject to the following limitations: you (i) are solely responsible to your customers for any update or support obligation or other liability which may arise from the distribution, (ii) do not make any statement that your product is "certified," or that its performance is guaranteed, by Intel, (iii) do not use Intel's name or trademarks to market your product without written permission, (iv) shall prohibit disassembly and reverse engineering, and (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.

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 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 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 its successor. 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.

This product includes software developed by the OpenSSL Project for use in the OpenSSL Toolkit. (http://www.openssl.org/) This product includes cryptographic software written by Eric Young

(eav@cryptsoft.com) Copyright (c) 1998-2008 The OpenSSL Project. All rights reserved.

Apache License

Version 2.0, January 2004 https://www.apache.org/licenses/

- 1. Definitions—"License" shall mean the terms and conditions for use, reproduction, and distribution as defined by Sections 1 through 9 of this document.
 - "Licensor" shall mean the copyright owner or entity authorized by the copyright owner that is granting the License.
 - "Legal Entity" shall mean the union of the acting entity and all other entities that control, are controlled by, or are under common control with that entity. For the purposes of this definition, "control" means (i) the power, direct or indirect, to cause the direction or management of such entity, whether by contract or otherwise, or (ii) ownership of fifty percent
 - (50%) or more of the outstanding shares, or (iii) beneficial ownership of such entity.
 - "You" (or "Your") shall mean an individual or Legal Entity exercising permissions granted by this License.
 - "Source" form shall mean the preferred form for making modifications, including but not limited to software source code, documentation source, and configuration files.
 - "Object" form shall mean any form resulting from mechanical transformation or translation of a Source form, including but not limited to compiled object code, generated documentation, and conversions to other media types.
 - "Work" shall mean the work of authorship, whether in Source or Object form, made available under the License, as indicated by a copyright notice that is included in or attached to the work (an example is provided in the Appendix below).
 - "Derivative Works" shall mean any work, whether in Source or Object form, that is based on (or derived from) the Work and for which the editorial revisions, annotations, elaborations, or other modifications represent, as a whole, an original work of authorship. For the purposes of this License, Derivative Works shall not include works that remain separable from, or merely link (or bind by name) to the interfaces of, the Work and Derivative Works thereof.
 - "Contribution" shall mean any work of authorship, including the original version of the Work and any modifications or additions to that Work or Derivative Works thereof, that is intentionally submitted to Licensor for inclusion in the Work by the copyright owner or by an individual or Legal Entity authorized to submit on behalf of the copyright owner. For the purposes of this definition, "submitted" means any form of electronic, verbal, or written communication sent to the Licensor or its representatives, including but not limited to communication on electronic mailing lists, source code control systems, and issue tracking systems that are managed by, or on behalf of, the Licensor for the purpose of discussing and improving the Work, but excluding communication that is conspicuously marked or otherwise designated in writing by the copyright owner as "Not a Contribution."
 - "Contributor" shall mean Licensor and any individual or Legal Entity on behalf of whom a Contribution has been received by Licensor and subsequently incorporated within the Work.
- 2. Grant of Copyright License—Subject to the terms and conditions of this License, each Contributor hereby grants to You a perpetual, worldwide, non-exclusive, no-charge, royalty-free, irrevocable copyright license to reproduce, prepare Derivative Works of, publicly display, publicly perform, sublicense, and distribute the Work

and such Derivative Works in Source or Object form.

- 3. Grant of Patent License—Subject to the terms and conditions of this License, each Contributor hereby grants to You a perpetual, worldwide, non-exclusive, no-charge, royalty-free, irrevocable (except as stated in this section) patent license to make, have made, use, offer to sell, sell, import, and otherwise transfer the Work, where such license applies only to those patent claims licensable by such Contributor that are necessarily infringed by their Contribution(s) alone or by combination of their Contribution(s) with the Work to which such Contribution(s) was submitted. If You institute patent litigation against any entity (including a cross-claim or counterclaim in a lawsuit) alleging that the Work or a Contribution incorporated within the Work constitutes direct or contributory patent infringement, then any patent licenses granted to You under this License for that Work shall terminate as of the date such litigation is filed.
- 4. Redistribution—You may reproduce and distribute copies of the Work or Derivative Works thereof in any medium, with or without modifications, and in Source or Object form, provided that You meet the following conditions:
 - You must give any other recipients of the Work or Derivative Works a copy of this License; and
 - You must cause any modified files to carry prominent notices stating that You changed the files; and
 - You must retain, in the Source form of any Derivative Works that You distribute, all copyright, patent, trademark, and attribution notices from the Source form of the Work, excluding those notices that do not pertain to any part of the Derivative Works; and
 - If the Work includes a "NOTICE" text file as part of its distribution, then any Derivative Works that You distribute must include a readable copy of the attribution notices contained within such NOTICE file, excluding those notices that do not pertain to any part of the Derivative Works, in at least one of the following places: within a NOTICE text file distributed as part of the Derivative Works; within the Source form or documentation, if provided along with the Derivative Works; or, within a display generated by the Derivative Works, if and wherever such third-party notices normally appear. The contents of the NOTICE file are for informational purposes only and do not modify the License. You may add Your own attribution notices within Derivative Works that You distribute, alongside or as an addendum to the NOTICE text from the Work, provided that such additional attribution notices cannot be construed as modifying the License.

You may add Your own copyright statement to Your modifications and may provide additional or different license terms and conditions for use, reproduction, or distribution of Your modifications, or for any such Derivative Works as a whole, provided Your use, reproduction, and distribution of the Work otherwise complies with the conditions stated in this License.

- 5. Submission of Contributions—Unless You explicitly state otherwise, any Contribution intentionally submitted for inclusion in the Work by You to the Licensor shall be under the terms and conditions of this License, without any additional terms or conditions. Notwithstanding the above, nothing herein shall supersede or modify the terms of any separate license agreement you may have executed with Licensor regarding such Contributions.
- 6. Trademarks—This License does not grant permission to use the trade names, trademarks, service marks, or product names of the Licensor, except as required for reasonable and customary use in describing the origin of the Work and reproducing the content of the NOTICE file.
- 7. Disclaimer of Warranty—Unless required by applicable law or agreed to in writing, Licensor provides the Work (and each Contributor provides its Contributions) on an "AS IS" BASIS, WITHOUT WARRANTIES OR CONDITIONS OF ANY KIND, either express or implied, including, without limitation, any warranties or conditions of TITLE, NON-INFRINGEMENT, MERCHANTABILITY, or FITNESS FOR A PARTICULAR PURPOSE. You are solely

- responsible for determining the appropriateness of using or redistributing the Work and assume any risks associated with Your exercise of permissions under this License.
- 8. Limitation of Liability—In no event and under no legal theory, whether in tort (including negligence), contract, or otherwise, unless required by applicable law (such as deliberate and grossly negligent acts) or agreed to in writing, shall any Contributor be liable to You for damages, including any direct, indirect, special, incidental, or consequential damages of any character arising as a result of this License or out of the use or inability to use the Work (including but not limited to damages for loss of goodwill, work stoppage, computer failure or malfunction, or any and all other commercial damages or losses), even if such Contributor has been advised of the possibility of such damages.
- 9. Accepting Warranty or Additional Liability—While redistributing the Work or Derivative Works thereof, You may choose to offer, and charge a fee for, acceptance of support, warranty, indemnity, or other liability obligations and/or rights consistent with this License. However, in accepting such obligations, You may act only on Your own behalf and on Your sole responsibility, not on behalf of any other Contributor, and only if You agree to indemnify, defend, and hold each Contributor harmless for any liability incurred by, or claims asserted against, such Contributor by reason of your accepting any such warranty or additional liability.

END OF TERMS AND CONDITIONS

SOFTWARE LICENSE AGREEMENT

DO NOT DOWNLOAD, INSTALL, ACCESS, COPY, OR USE ANY PORTION OF THE SOFTWARE UNTIL YOU HAVE READ AND ACCEPTED THE TERMS AND CONDITIONS OF THIS AGREEMENT. BY INSTALLING, COPYING, ACCESSING, OR USING THE SOFTWARE, YOU AGREE TO BE LEGALLY BOUND BY THE TERMS AND CONDITIONS OF THIS AGREEMENT. If You do not agree to be bound by, or the entity for whose benefit You act has not authorized You to accept, these terms and conditions, do not install, access, copy, or use the Software and destroy all copies of the Software in Your possession.

This SOFTWARE LICENSE AGREEMENT (this "Agreement") is entered into between Intel Corporation, a Delaware corporation ("Intel") and You. "You" refers to you or your employer or other entity for whose benefit you act, as applicable. If you are agreeing to the terms and conditions of this Agreement on behalf of a company or other legal entity, you represent and warrant that you have the legal authority to bind that legal entity to the Agreement, in which case, "You" or "Your" shall be in reference to such entity. Intel and You are referred to herein individually as a "Party" or, together, as the "Parties".

If You are an Original Equipment Manufacturer ("OEM"), Original Design Manufacturer ("ODM"), Independent Hardware Vendor ("IHV"), Independent Software Vendor ("ISV"), IT Outsourcer ("ITO"), or System Integrator ("SI"), then this complete SOFTWARE LICENSE AGREEMENT applies to You. If You are an End User, then only APPENDIX A (INTEL

END USER SOFTWARE LICENSE AGREEMENT) applies to You.

The Parties, in consideration of the mutual covenants contained in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which they acknowledge, and intending to be legally bound, agree as follows:

1. PURPOSE. You seek to obtain, and Intel desires to provide You, under the terms of this Agreement, Software solely for Your efforts to develop and distribute products integrating Intel hardware or Intel software. "Software" refers to certain software or other collateral, including, but not limited to, related components, operating system, application program interfaces, device drivers, associated media, printed or electronic documentation and any updates, upgrades or releases thereto associated with Intel product(s), software or service(s). "Intel-based

product" refers to a product that includes, incorporates, or implements Intel product(s), software or service(s).

- 2. LIMITED LICENSE. Conditioned on Your compliance with the terms and conditions of this Agreement, Intel grants to You a limited, nonexclusive, nontransferable, revocable, worldwide, fully paid-up license during the term of this Agreement, without the right to sublicense, under Intel's copyrights (subject to any third party licensing requirements), to (i) reproduce, display, and publicly perform an object code representation of the Software, subject to any third party licensing requirements; and
 (ii) distribute an object code representation of the Software, provided by Intel, and if to an end user, pursuant to a license agreement with terms and conditions at least as restrictive as those contained in the Intel End User Software License Agreement in Appendix A hereto. If You are not the final manufacturer or vendor of an Intel-based product incorporating or designed to incorporate the Software, You may transfer a copy of the Software to Your Original Equipment Manufacturer (OEM), Original Device Manufacturer (ODM), distributors, or system integration partners ("Your Partner") for use in accordance with the terms and conditions of this Agreement, provided Your Partner agrees to be fully bound by the terms hereof and provided that You will remain fully liable to Intel for the actions and inactions of Your Partner(s).
- 3. LICENSE RESTRICTIONS. All right, title and interest in and to the Software and associated documentation are and will remain the exclusive property of Intel and its licensors or suppliers. Unless expressly permitted under the Agreement, You will not, and will not allow any third party to (i) use, copy, distribute, sell or offer to sell the Software or associated documentation; (ii) modify, adapt, enhance, disassemble, decompile, reverse engineer, change or create derivative works from the Software except and only to the extent as specifically required by mandatory applicable laws or any applicable third party license terms accompanying the Software; (iii) use or make the Software available for the use or benefit of third parties; or (iv) use the Software on Your products other than those that include the Intel hardware product(s), platform(s), or software identified in the Software; or (v) publish or provide any Software benchmark or comparison test results. You acknowledge that an essential basis of the bargain in this Agreement is that Intel grants You no licenses or other rights including, but not limited to, patent, copyright, trade secret, trademark, trade name, service mark or other intellectual property licenses or rights with respect to the Software and associated documentation, by implication, estoppel or otherwise, except for the licenses expressly granted above. You acknowledge there are significant uses of the Software in its original, unmodified and uncombined form. You may not remove any copyright notices from the Software.
- 4. LICENSE TO FEEDBACK. This Agreement does not obligate You to provide Intel with materials, information, comments, suggestions or other communication regarding the features, functions, performance or use of the Software ("Feedback").
 If any portion of the Software is provided or otherwise made available by Intel in source code form, to the extent You provide Intel with Feedback in a tangible form, You grant to Intel and its affiliates a non-exclusive, perpetual, sublicenseable, irrevocable, worldwide, royalty-free, fully paid-up and transferable license, to and under all of Your intellectual property rights, whether perfected or not, to publicly perform, publicly display, reproduce, use, make, have made, sell, offer for sale, distribute, import, create derivative works of and otherwise exploit any comments, suggestions, descriptions, ideas or other feedback regarding the Software provided by You or on Your behalf.
- 5. **OPEN SOURCE STATEMENT.** The Software may include Open Source Software (OSS) licensed pursuant to OSS license agreement(s) identified in the OSS comments in the applicable source code file(s) or file header(s) provided with or otherwise associated with the Software. Neither You nor any OEM, ODM, customer, or distributor may subject any proprietary portion of the Software to any OSS license obligations including,

without limitation, combining or distributing

the Software with OSS in a manner that subjects Intel, the Software or any portion thereof to any OSS license obligation. Nothing in this Agreement limits any rights under, or grants rights that supersede, the terms of any applicable OSS license.

- 6. **THIRD PARTY SOFTWARE.** Certain third party software provided with or within the Software may only be used (a) upon securing a license directly from the owner of the software or (b) in combination with hardware components purchased from such third party and (c) subject to further license limitations by the software owner. A listing of any such third party limitations is in one or more text files accompanying the Software. You acknowledge Intel is not
 - third party limitations is in one or more text files accompanying the Software. You acknowledge Intel is not providing You with a license to such third party software and further that it is Your responsibility to obtain appropriate licenses from such third parties directly.
- 7. **CONFIDENTIALITY.** The terms and conditions of this Agreement, exchanged confidential information, as well as the Software are subject to the terms and conditions of the Non-Disclosure Agreement(s) or Intel Pre-Release Loan Agreement(s) (referred to herein collectively or individually as "NDA") entered into by and in force between Intel and
 - You, and in any case no less confidentiality protection than You apply to Your information of similar sensitivity. If You would like to have a contractor perform work on Your behalf that requires any access to or use of Software, You must obtain a written confidentiality agreement from the contractor which contains terms and conditions with respect to access to or use of Software no less restrictive than those set forth in this Agreement, excluding any distribution rights and use for any other purpose, and You will remain fully liable to Intel for the actions and inactions of those contractors. You may not use Intel's name in any publications, advertisements, or other announcements without Intel's prior written consent.
- 8. **NO OBLIGATION; NO AGENCY.** Intel may make changes to the Software, or items referenced therein, at any time without notice. Intel is not obligated to support, update, provide training for, or develop any further version of the Software or to grant any license thereto. No agency, franchise, partnership, joint-venture, or employee-employer relationship is intended or created by this Agreement.
- 9. EXCLUSION OF WARRANTIES. 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 within the Software. Licensee hereby understands, acknowledges and agrees that the Software may not include the latest functional and security updates.
- 10. **LIMITATION OF LIABILITY.** IN NO EVENT WILL INTEL OR ITS AFFILIATES, LICENSORS OR SUPPLIERS (INCLUDING THEIR RESPECTIVE DIRECTORS, OFFICERS, EMPLOYEES, AND AGENTS) BE LIABLE FOR ANY DAMAGES WHATSOEVER (INCLUDING, WITHOUT LIMITATION, LOST PROFITS, BUSINESS INTERRUPTION, OR LOST DATA) ARISING OUT OF
 - OR IN RELATION TO THIS AGREEMENT, INCLUDING 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 IN PART NOT APPLY TO YOU. THE SOFTWARE LICENSED HEREUNDER IS NOT DESIGNED OR INTENDED FOR USE IN ANY MEDICAL, LIFE SAVING OR LIFE SUSTAINING SYSTEMS, TRANSPORTATION SYSTEMS, NUCLEAR SYSTEMS, OR FOR ANY OTHER MISSION

CRITICAL APPLICATION IN WHICH THE FAILURE OF THE SOFTWARE COULD LEAD TO PERSONAL INJURY OR DEATH. YOU MAY ALSO HAVE OTHER LEGAL RIGHTS

THAT VARY FROM JURISDICTION TO JURISDICTION. THE LIMITED REMEDIES, WARRANTY

DISCLAIMER AND LIMITED LIABILITY ARE FUNDAMENTAL ELEMENTS OF THE BASIS OF THE BARGAIN

BETWEEN INTEL AND YOU. YOU ACKNOWLEDGE INTEL WOULD BE UNABLE TO PROVIDE THE

SOFTWARE WITHOUT SUCH LIMITATIONS. YOU WILL INDEMNIFY AND HOLD INTEL AND ITS

AFFILIATES, LICENSORS AND SUPPLIERS (INCLUDING THEIR RESPECTIVE DIRECTORS, OFFICERS,

EMPLOYEES, AND AGENTS) HARMLESS AGAINST ALL CLAIMS, LIABILITIES, LOSSES, COSTS,

DAMAGES, AND EXPENSES (INCLUDING REASONABLE ATTORNEY FEES), ARISING OUT OF, DIRECTLY

OR INDIRECTLY, THE DISTRIBUTION OF THE SOFTWARE AND ANY CLAIM OF PRODUCT LIABILITY,

PERSONAL INJURY OR DEATH ASSOCIATED WITH ANY UNINTENDED USE, EVEN IF SUCH CLAIM

ALLEGES THAT INTEL OR AN INTEL AFFILIATE, LICENSORS OR SUPPLIER WAS NEGLIGENT

REGARDING THE DESIGN OR MANUFACTURE OF THE SOFTWARE.

- 11. **TERMINATION AND SURVIVAL.** Intel may terminate this Agreement for any reason with thirty (30) days' notice and immediately if You or someone acting on Your behalf or at Your behest violates any of its terms or conditions. Upon termination, You will immediately destroy and ensure the destruction of the Software or return all copies of the Software to Intel (including providing certification of such destruction or return back to Intel). Upon termination of this Agreement, all licenses granted to You hereunder terminate immediately. All Sections of this Agreement, except Section 2, will survive termination.
- 12. **GOVERNING LAW AND JURISDICTION.** This Agreement and any dispute arising out of or relating to it will be governed by the laws of the U.S.A. and Delaware, without regard to conflict of laws principles. The Parties exclude the application of the United Nations Convention on Contracts for the International Sale of Goods (1980). The state and federal courts sitting in Delaware, U.S.A. will have exclusive jurisdiction over any dispute arising out of or relating to this Agreement. The Parties consent to personal jurisdiction and venue in those courts. A Party that obtains a judgment against the other Party in the courts identified in this section may enforce that judgment in any court that has jurisdiction over the Parties.
- 13. **EXPORT REGULATIONS/EXPORT CONTROL**. You agree that neither You nor Your subsidiaries will export/re-export the Software, directly or indirectly, to any country for which the U.S. Department of Commerce or any other agency or department of the U.S. Government or the foreign government from where it is shipping requires an export license, or other governmental approval, without first obtaining any such required license or approval. In the event the Software is exported from the U.S.A. or re-exported from a foreign destination by You or Your subsidiary, You will ensure that the distribution and export/re-export or import of the Software complies with all laws, regulations, orders, or other restrictions of the U.S. Export Administration Regulations and the appropriate foreign government.
- 14. GOVERNMENT RESTRICTED RIGHTS. The Software is a commercial item (as defined in 48 C.F.R. 2.101) consisting of commercial computer software and commercial computer software documentation (as those terms are used in 48 C.F.R. 12.212). Consistent with 48 C.F.R. 12.212 and 48 C.F.R 227.7202-1 through 227.7202-4, You will not provide the Software to the U.S. Government. Contractor or Manufacturer is Intel Corporation, 2200 Mission College Blvd., Santa Clara, CA 95054.
- 15. **ASSIGNMENT.** You may not delegate, assign or transfer this Agreement, the license(s) granted or any of Your rights or duties hereunder, expressly, by implication, by operation of law, or otherwise and any attempt to do so, without Intel's express prior written consent, will be null and void. Intel may assign, delegate and transfer

this Agreement, and its rights and obligations hereunder, in its sole discretion.

- 16. **ENTIRE AGREEMENT**; **SEVERABILITY.** The terms and conditions of this Agreement and any NDA with Intel constitute
 - the entire agreement between the parties with respect to the subject matter hereof, and merge and supersede all prior
 - or contemporaneous agreements, understandings, negotiations and discussions. Neither Party will be bound by any terms, conditions, definitions, warranties, understandings, or representations with respect to the subject matter hereof other than as expressly provided herein. In the event any provision of this Agreement is unenforceable or invalid under any applicable law or applicable court decision, such unenforceability or invalidity will not render this Agreement unenforceable or invalid as a whole, instead such provision will be changed and interpreted so as to best accomplish the objectives of such provision within legal limits.
- 17. **WAIVER.** The failure of a Party to require performance by the other Party of any provision hereof will not affect the full right to require such performance at any time thereafter; nor will waiver by a Party of a breach of any provision hereof constitute a waiver of the provision itself.
- 18. **PRIVACY.** YOUR PRIVACY RIGHTS ARE SET FORTH IN INTEL'S PRIVACY NOTICE, WHICH FORMS A PART OF THIS AGREEMENT. PLEASE REVIEW THE PRIVACY NOTICE AT http://www.intel.com/privacy TO LEARN HOW INTEL COLLECTS, USES AND SHARES INFORMATION ABOUT YOU.

APPENDIX A

INTEL END USER SOFTWARE LICENSE AGREEMENT

IMPORTANT - READ BEFORE COPYING, INSTALLING OR USING.

THE FOLLOWING NOTICE, OR TERMS AND CONDITIONS SUBSTANTIALLY IDENTICAL IN NATURE AND EFFECT, MUST APPEAR IN THE DOCUMENTATION ASSOCIATED WITH THE PRODUCT INTO WHICH THE SOFTWARE IS INSTALLED. MINIMALLY, SUCH NOTICE MUST APPEAR IN THE USER GUIDE FOR THE PRODUCT. THE TERM "LICENSEE" IN THIS TEXT REFERS TO THE END USER OF THE PRODUCT.

LICENSE. Licensee has a license under Intel's copyrights to reproduce Intel's Software only in its unmodified and binary form,(with the accompanying documentation, the "Software") for Licensee's use only, subject to the following conditions:

- 1. Licensee may not disclose, distribute or transfer any part of the Software, and Licensee agrees to prevent unauthorized copying of the Software.
- 2. Licensee may not reverse engineer, decompile, or disassemble the Software.
- 3. Licensee may not sublicense the Software.
- 4. The Software may contain the software and other intellectual property of third party suppliers, some of which may be identified in, and licensed in accordance with, an enclosed license.txt file or other text or file.
- 5. Intel has no obligation to provide any support, technical assistance or updates for the Software.

OWNERSHIP OF SOFTWARE AND COPYRIGHTS. Title to all copies of the Software remains with Intel or its licensors or suppliers. The Software is copyrighted and protected by the laws of the United States and other countries, and international treaty provisions. Licensee may not remove any copyright notices from the Software. Except as otherwise expressly provided above, Intel grants no express or implied right under Intel patents, copyrights, trademarks, or other intellectual property rights. Transfer of the license terminates Licensee's right to use the Software.

DISCLAIMER OF WARRANTY. The Software is provided "AS IS" without warranty of any kind, EITHER EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE.

LIMITATION OF LIABILITY. NEITHER INTEL NOR ITS LICENSORS OR SUPPLIERS WILL BE LIABLE FOR ANY LOSS OF PROFITS, LOSS OF USE, INTERRUPTION OF BUSINESS, OR INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OF ANY KIND WHETHER UNDER THIS AGREEMENT OR OTHERWISE, EVEN IF INTEL HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

LICENSE TO USE COMMENTS AND SUGGESTIONS. This Agreement does NOT obligate Licensee to provide Intel with comments or suggestions regarding the Software. However, if Licensee provides Intel with comments or suggestions for the modification, correction, improvement or enhancement of (a) the Software or (b) Intel products or processes that work with the Software, Licensee grants to Intel a non-exclusive, worldwide, perpetual, irrevocable, transferable, royalty-free license, with the right to sublicense, under Licensee's intellectual property rights, to incorporate or otherwise utilize those comments and suggestions.

TERMINATION OF THIS LICENSE. Intel or the sublicensor may terminate this license at any time if Licensee is in breach of any of its terms or conditions. Upon termination, Licensee will immediately destroy or return to Intel all copies of the Software.

THIRD PARTY BENEFICIARY. Intel is an intended beneficiary of the End User License Agreement and has the right to enforce all of its terms.

U.S. GOVERNMENT RESTRICTED RIGHTS. The Software is a commercial item (as defined in 48 C.F.R. 2.101) consisting

of commercial computer software and commercial computer software documentation (as those terms are used in 48 C.F.R. 12.212), consistent with 48 C.F.R. 12.212 and 48 C.F.R 227.7202-1 through 227.7202-4. You will not provide the Software to the U.S. Government. Contractor or Manufacturer is Intel Corporation, 2200 Mission College Blvd., Santa Clara, CA 95054.

EXPORT LAWS. Licensee agrees that neither Licensee nor Licensee's subsidiaries will export/re-export the Software, directly or indirectly, to any country for which the U.S. Department of Commerce or any other agency or department of the U.S. Government or the foreign government from where it is shipping requires an export license, or other governmental approval, without first obtaining any such required license or approval. In the event the Software is exported from the U.S.A. or

re-exported from a foreign destination by Licensee, Licensee will ensure that the distribution and export/re-export or import of the Software complies with all laws, regulations, orders, or other restrictions of the U.S. Export Administration Regulations and the appropriate foreign government.

APPLICABLE LAWS. This Agreement and any dispute arising out of or relating to it will be governed by the laws of the U.S.A. and Delaware, without regard to conflict of laws principles. The Parties to this Agreement exclude the application of the United Nations Convention on Contracts for the International Sale of Goods (1980). The state and federal courts sitting in Delaware, U.S.A. will have exclusive jurisdiction over any dispute arising out of or relating to this Agreement. The Parties consent to personal jurisdiction and venue in those courts. A Party that obtains a judgment against the other Party in the courts identified in this section may enforce that judgment in any court that has jurisdiction over the Parties.

Licensee's specific rights may vary from country to country.

Notes, cautions, and warnings

NOTE: NOTE indicates important information that helps you make better use of your product.

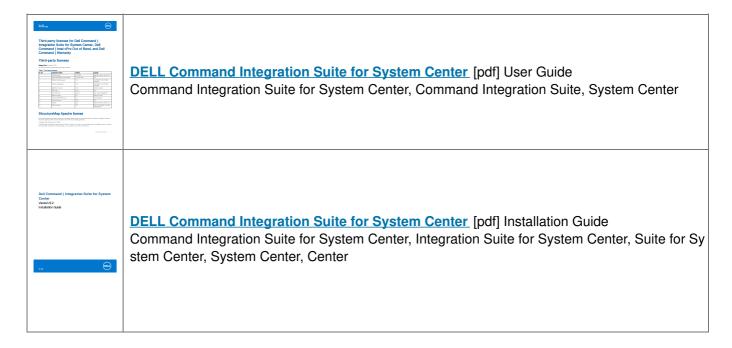
CAUTION: \triangle CAUTION indicates either potential damage to hardware or loss of data and tells you how to avoid the problem.

WARNING: \triangle WARNING indicates a potential for property damage, personal injury, or death.

© 2022 Dell Inc. or its subsidiaries. All rights reserved. Dell, EMC, and other trademarks are trademarks of Dell

Inc. or its subsidiaries. Other trademarks may be trademarks of their respective owners.

Documents / Resources



Manuals+,