Copyright © Intel Corporation 2012 – 2016. All Rights Reserved.

Intel Non-Volatile Memory Solutions Group (NSG) Software License Agreement

IMPORTANT - READ BEFORE COPYING, INSTALLING OR USING.

Do not use or load this software or any associated materials or documentation (collectively, the "Software") until You have carefully read the following terms and conditions. By loading or using the Software, You agree to the terms and conditions of this Intel Non-Volatile Memory Solutions Group (NSG) Software License Agreement (“Agreement”). If You do not agree to comply with the terms and conditions, do not install or use the Software.

1. LICENSE. This Software is licensed for use only in conjunction with Intel solid state drive (SSD) products. Use of the Software in conjunction with non-Intel SSD products is not licensed hereunder. Subject to the terms of this Agreement, Intel grants to You a nonexclusive, nontransferable, worldwide, fully paid-up license under Intel's copyrights to:
   1. copy the Software onto a single computer or multiple computers for Your personal, noncommercial use; and
   2. make appropriate back-up copies of the Software, for use in accordance with Section 1a) above.

The Software may contain the software or other property of third party suppliers, some of which may be identified in, and licensed in accordance with, any enclosed "license.txt" file or other text or file.

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

1. RESTRICTIONS. You will not:
   1. copy, modify, rent, sell, distribute or transfer any part of the Software, and You agree to prevent unauthorized copying of the Software; and,
   2. reverse engineer, decompile, or disassemble the Software; and,
   3. sublicense or permit simultaneous use of the Software by more than one user; and,
   4. otherwise assign, sublicense, lease, or in any other way transfer or disclose Software to any third party, except as set forth herein; and,
   5. subject the Software, in whole or in part, to any license obligations of Open Source Software including without limitation combining or distributing the Software with Open Source Software in a manner that subjects the Software or any portion of the Software provided by Intel hereunder to any license obligations of such Open Source Software. "Open Source Software" means any software that requires as a condition of use, modification and/or distribution of such software that such software or other software incorporated into, derived from or distributed with such software:
      1. be disclosed or distributed in source code form; or
      2. be licensed by the user to third parties for the purpose of making and/or distributing derivative works; or
      3. 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:

* + 1. GNU’s General Public License (GPL) or Lesser/Library GPL (LGPL),
    2. the Artistic License (e.g., PERL),
    3. the Mozilla Public License,
    4. the Netscape Public License,
    5. the Sun Community Source License (SCSL),
    6. the Sun Industry Source License (SISL),
    7. the Apache Software license, and
    8. the Common Public License (CPL).

1. 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 materials referenced therein, at any time and without notice, but is not obligated to support or update the Software. Except as otherwise expressly provided, Intel grants no express or implied right or license under Intel patents, copyrights, trademarks, or other intellectual property rights.
2. Entire Agreement.  This Agreement contains the complete and exclusive statement of the agreement between You and Intel and supersedes all proposals, oral or written, and all other communications relating to the subject matter of this Agreement.  Only a written instrument duly executed by authorized representatives of Intel and You may modify this Agreement.
3. LIMITED MEDIA WARRANTY. If the Software has been delivered by Intel on physical media, Intel warrants the media to be free from material physical defects for a period of ninety (90) days after delivery by Intel. If such a defect is found, return the media to Intel for replacement or alternate delivery of the Software as Intel may select.
4. 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 any errors, the accuracy or completeness of any information, text, graphics, links or other materials contained within the Software.
5. LIMITATION OF LIABILITY. IN NO EVENT WILL 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.
6. 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.
7. APPLICABLE LAWS. Claims arising under this Agreement will be governed by the laws of Delaware, 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.
8. GOVERNMENT RESTRICTED RIGHTS. The Software is provided with "RESTRICTED RIGHTS." Use, duplication, or disclosure by the Government is subject to restrictions as set forth in FAR52.227-14 and DFAR252.227-7013 et seq. or their successors. Use of the Software by the Government constitutes acknowledgment of Intel's proprietary rights therein. Contractor or Manufacturer is Intel Corporation, 2200 Mission College Blvd., Santa Clara, CA 95054.