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- 1.1 “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.
- 1.2 “Assembly Code” means code written in the ‘assembly source language’ and designed and delivered to Licensee by Intel under this Agreement.
- 1.3 “LHV3-UDK” means the Leaf Hill MinnowBoard 3 UEFI Development Kit, which is an Intel implementation of the UEFI specification, and is based on the UEFI Development Kit 2017 (UDK2017), consisting of LHV3-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.
- 1.4 “LHV3-UDK Libraries” means the core library services offered in the Leaf Hill MinnowBoard 3 UEFI Development Kit.
- 1.5 “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.
- 1.6 “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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- 1.9 “Derived Object Code” means the subset of Derivative Works that is the Object Code derived from Source Code or Derived Source Code.
- 1.10 “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.
- 1.11 “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.
- 1.12 “DXE Driver” means Driver Execution Environment driver, which is a hardware device driver compliant with the execution environment as defined in the UEFI specification.
- 1.13 “DXE Foundation Code” means the foundational Driver Execution Environment code that provides the standard function and services that are available to the DXE Drivers.

- 1.14 "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.
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- 1.18 "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.
- 1.19 "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.
- 1.20 "PEI Modules" means PEFI initialization modules, which are code modules that perform basic environmental set up prior to initialization of DXE Foundation Code.
- 1.21 "Peripheral Drivers" means code that initializes and operates hardware devices that are peripheral to the Intel Processor.
- 1.22 "Reference Drivers" means those drivers supplied as part of the Source Code that are marked or tagged by Intel as 'reference drivers'.
- 1.23 "Source Code" means the source code of the LHV3-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.
- 1.24 "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.
- 1.25 "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.
- 1.26 "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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or obligations without Intel's written consent will be a material breach of this Agreement and will be null and void. This Agreement will bind and inure to the benefit of the respective parties and their permitted successors and assigns.

7.0 TERMINATION

- 7.1 Licensee may terminate this Agreement at any time by providing Intel written notice of its intent to terminate the Agreement. Termination will occur upon the termination date set forth in the notice.
- 7.2 Intel may terminate this Agreement at any time if Licensee fails to cure any material breach of this Agreement within thirty (30) days after notice of the breach from Intel. Such termination will not prejudice Intel's right to damages or any other remedy available at law or in equity.
- 7.3 Intel may terminate this Agreement at any time by providing Licensee prior written notice of its intent to terminate the Agreement at least thirty (30) days prior to the effective date of termination.
- 7.4 Upon termination of the Agreement, Licensee will completely remove LHV3-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 LHV3-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 2.4, 3, 4, 5, 7.4, 7.5, 8, and 10.

8.0 OWNERSHIP

- 8.1 LHV3-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 agrees 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 LHV3-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.
- 8.2 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 LHV3-UDK.

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Licensee must comply with all laws and regulations of the United States and other countries governing the export, re-export, import, transfer, distribution, use, and servicing ("Export") of the MVB3-UDK, Documentation, and all related materials provided by Intel. In particular but without limitation, Licensee must not, without first obtaining all authorizations required by the United States and all applicable laws and regulations, Export the MVB3-UDK, Software or Documentation (a) to any prohibited or restricted entity or a country subject to sanctions; or (b) for the development, design, manufacture, or production of nuclear, missile, chemical, or biological weapons, or for any other purpose prohibited by the United States government or other applicable governments. If Intel receives notice that Licensee is or has become identified as a sanctioned or restricted party under applicable regulations, then Intel will not be obligated to perform any of its obligations under this Agreement if performance would result in violation of the sanctions or restrictions. Licensee represents and warrants that it is not located in any country subject to U.S. sanctions, and is not an entity listed on a denial order published by the United States government or any other relevant government.

10.0 GENERAL

- 10.1 This Agreement contains the complete and exclusive agreement and understanding between the parties concerning the subject matter of this Agreement, and supersedes all prior and contemporaneous proposals, agreements, understanding, negotiations, representations, warranties, conditions, and communications, oral or written, between the parties relating to the same subject matter. This Agreement, including without limitation its termination, has no effect on any signed non-disclosure agreements between the parties, which remain in full force and effect as separate agreements to their terms. Each party acknowledges and agrees that in entering into this Agreement it has not relied on, and will not be entitled to rely on, any oral or written representations, warranties, conditions, understanding, or communications between the parties that are not expressly set forth in this Agreement. The express provisions of this Agreement control over any course of performance, course of dealing, or usage of the trade inconsistent with any of the provisions of this Agreement. The provisions of this Agreement will prevail notwithstanding any different, conflicting, or additional provisions that may appear on any purchase order, acknowledgement, invoice, or other writing issued by either party in connection with this Agreement. No modification or amendment to this Agreement will be effective unless in writing and signed by authorized representatives of each party.
- 10.2 All disputes arising out of or related to this Agreement, whether based on contract, tort, or any other legal or equitable theory, will in all respects be governed by, and construed and interpreted under, the laws of the United States of America and the

State of Delaware, without reference to conflict of laws principles. The parties agree that the United Nations Convention on Contracts for the International Sale of Goods (1980) is specifically excluded from and will not apply to this Agreement. All disputes arising out of or related to this Agreement, whether based on contract, tort, or any other legal or equitable theory, will be subject to the exclusive jurisdiction of the courts of the State of Delaware or of the Federal courts sitting in that State. Each party submits to the personal jurisdiction of those courts and waives all objections to that jurisdiction and venue for those disputes.

- 10.3 Subject to Section 10.2, any dispute arising out of or relating to this Agreement, whether based on contract, tort or any other legal or equitable theory, will be resolved as follows: Either party will notify the other party of the dispute, and provide a detailed description of the basis for the dispute as well as any relevant supporting documents. Senior management of each party will then attempt to resolve the dispute. If the parties do not resolve the dispute within 45 days of the initial dispute notice, either party may provide notice of its demand for formal dispute resolution through non-binding mediation. Within 30 days after the formal dispute resolution demand, the parties will meet for one day with an impartial mediator selected by mutual agreement and consider dispute resolution alternatives other than litigation. If the parties cannot agree on a mediator, they will each select one nominator, who must not at that time be employed by either party, and the two nominators will agree on and appoint the mediator. If the parties do not resolve the dispute or agree on an alternative method of dispute resolution within 60 days after the formal dispute resolution demand, either party may begin litigation proceedings. Either party at any time may seek an injunction or other equitable remedies against the other party for misappropriation of trade secrets or breach of confidentiality obligations without complying with the dispute resolution process detailed in this Section.
- 10.4 The parties intend that if a court holds that any provision or part of this Agreement is invalid or unenforceable under applicable law, the court will modify the provision to the minimum extent necessary to make it valid and enforceable, or if it cannot be made valid and enforceable, the parties intend that the court will sever and delete the provision or part from this Agreement. Any change to or deletion of a provision or part of this Agreement under this Section will not affect the validity or enforceability of the remainder of this Agreement, which will continue in full force and effect.

[END OF GENERAL TERMS AND CONDITIONS]

EXHIBIT A

SUPPORTED PLATFORMS

List of supported platforms with which the LHV3-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

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