

END USER LICENSE AGREEMENT

PLEASE READ THIS LICENSE CAREFULLY BEFORE USING THE SOFTWARE. BY USING THE SOFTWARE, YOU ARE AGREEING TO BE BOUND BY THE TERMS OF THIS LICENSE. IF YOU DO NOT AGREE TO THESE TERMS AND CONDITIONS, DO NOT USE THE SOFTWARE.

1. License. The software accompanying this License (hereinafter "Software"), regardless of the media on which it is distributed, are licensed to you by Advanced Micro Devices, Inc. ("AMD"). You own the medium on which the Software is recorded, but AMD and AMD's Licensors (referred to collectively as "AMD") retain title to the Software and related documentation. You may:

- a) use the Software; and
- b) make a reasonable number of copies necessary for the purposes of this License. You must reproduce on such copy AMD's copyright notice and any other proprietary legends that were on the original copy of the Software

2. Restrictions. The Software contains copyrighted and patented material, trade secrets and other proprietary material. In order to protect them, and except as permitted by applicable legislation, you may not:

- a) decompile, reverse engineer, disassemble or otherwise reduce the Software to a human-perceivable form;
- b) modify, network, rent, lend, loan, distribute or create derivative works based upon the Software in whole or in part; or
- c) transfer or sublicense the Software to another end user or otherwise transfer the Software except as permitted by this License.

3. Termination. This License is effective until terminated. You may terminate this License at any time by destroying the Software, related documentation and all copies thereof. This License will terminate immediately without notice from AMD if you fail to comply with any provision of this License. Upon termination you must destroy the Software, related documentation and all copies thereof.

4. Government End Users. If you are acquiring the Software on behalf of any unit or agency of the United States Government, the following provisions apply. The Government agrees the Software and documentation were developed at private expense and are provided with "RESTRICTED RIGHTS". Use, duplication, or disclosure by the Government is subject to restrictions as set forth in DFARS 227.7202-1(a) and 227.7202-3(a) (1995), DFARS 252.227-7013(c)(1)(ii) (Oct 1988), FAR 12.212(a)(1995), FAR 52.227-19, (June 1987) or FAR 52.227-14(ALT III) (June 1987), as amended from time to time. In the event that this License, or any part thereof, is deemed inconsistent with the minimum rights identified in the Restricted Rights provisions, the minimum rights shall prevail.

5. No Other License. No rights or licenses are granted by AMD under this License, expressly or by implication, with respect to any proprietary information or patent, copyright, trade secret or other intellectual property right owned or controlled by AMD, except as expressly provided in this License.

6. Additional Licenses. DISTRIBUTION OR USE OF THE SOFTWARE WITH AN OPERATING SYSTEM MAY REQUIRE ADDITIONAL LICENSES FROM THE OPERATING SYSTEM VENDOR. Additional third party licenses may also be required and you agree that you shall be solely responsible for obtaining such license rights.

7. Disclaimer of Warranty on Software. You expressly acknowledge and agree that use of the Software is at your sole risk. The Software and related documentation are provided "AS IS" and without warranty of any kind and AMD EXPRESSLY DISCLAIMS ALL WARRANTIES, EXPRESS AND IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, ACCURACY, CONDITION, OWNERSHIP, FITNESS FOR A PARTICULAR PURPOSE, AND/OR OF NON-INFRINGEMENT OF THIRD PARTY INTELLECTUAL PROPERTY RIGHTS, AND THOSE ARISING FROM CUSTOM OR TRADE OR COURSE OF USAGE. AMD DOES NOT WARRANT THAT THE FUNCTIONS CONTAINED IN THE SOFTWARE WILL MEET YOUR REQUIREMENTS, OR THAT THE OPERATION OF THE SOFTWARE WILL BE UNINTERRUPTED OR ERROR-FREE, OR THAT DEFECTS IN THE SOFTWARE WILL BE CORRECTED. THE ENTIRE RISK AS TO THE RESULTS AND PERFORMANCE OF THE SOFTWARE IS ASSUMED BY YOU. FURTHERMORE, AMD DOES NOT WARRANT OR MAKE ANY REPRESENTATIONS REGARDING THE USE OR THE RESULTS OF THE USE OF THE SOFTWARE OR RELATED DOCUMENTATION IN TERMS OF THEIR CORRECTNESS, ACCURACY, RELIABILITY, CURRENTNESS, OR OTHERWISE. NO ORAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY AMD OR AMD'S AUTHORIZED REPRESENTATIVE SHALL CREATE A WARRANTY OR IN ANY WAY INCREASE THE SCOPE OF THIS WARRANTY. SHOULD THE SOFTWARE PROVE DEFECTIVE, YOU (AND NOT AMD OR AMD'S AUTHORIZED REPRESENTATIVE) ASSUME THE ENTIRE COST OF ALL NECESSARY SERVICING, REPAIR OR CORRECTION. THE SOFTWARE IS NOT INTENDED FOR USE IN MEDICAL, LIFE SAVING OR LIFE SUSTAINING APPLICATIONS. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES, SO THE ABOVE EXCLUSION MAY NOT APPLY TO YOU.

8. Limitation of Liability. UNDER NO CIRCUMSTANCES INCLUDING NEGLIGENCE, SHALL AMD, OR ITS DIRECTORS, OFFICERS, EMPLOYEES OR AGENTS ("AUTHORIZED REPRESENTATIVES"), BE LIABLE TO YOU FOR ANY PUNITIVE, EXEMPLARY, DIRECT, INCIDENTAL, INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES (INCLUDING DAMAGES FOR LOSS OF BUSINESS PROFITS, BUSINESS INTERRUPTION, LOSS OF BUSINESS INFORMATION, AND THE LIKE) ARISING OUT OF THE USE, MISUSE OR INABILITY TO USE THE SOFTWARE OR RELATED DOCUMENTATION, BREACH OR DEFAULT, INCLUDING THOSE ARISING FROM INFRINGEMENT OR ALLEGED INFRINGEMENT OF ANY PATENT, TRADEMARK, COPYRIGHT OR OTHER INTELLECTUAL PROPERTY RIGHT, BY AMD, EVEN IF AMD OR AMD'S AUTHORIZED REPRESENTATIVE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU. AMD will not be liable for: 1) loss of, or damage to, your records or data; or 2) any damages claimed by you based on any third party claim. In no event shall AMD's total liability to you for all damages, losses, and causes of action (whether in contract, tort (including negligence) or otherwise) exceed the amount paid by you for the Software.

9. Export Restrictions. You shall adhere to all U.S. and other applicable export laws, including but not limited to the U.S. Export Administration Regulations (EAR), currently found at 15 C.F.R. Sections 730 through 744. Further, pursuant to 15 C.F.R. Section 740.6, You hereby certifies that, except pursuant to a license granted by the United States Department of Commerce Bureau of Industry and Security or as otherwise permitted pursuant to a License Exception under the U.S. Export Administration Regulations ("EAR"), You will not (1) export, re-export or release to a national of a country in Country Groups D:1 or E:2 any restricted technology, software, or source code it receives from AMD, or (2) export to Country Groups D:1 or E:2 the direct product of such technology or software, if such foreign produced direct product is subject to national security controls as identified on the Commerce Control List (currently found in Supplement 1 to Part 774 of EAR). For the most current Country Group listings, or for additional information about the EAR or Recipient's obligations under those regulations, please refer to the U.S. Bureau of Industry and Security's website at <http://www.bis.doc.gov/>. These export requirements shall survive any expiration or termination of this Agreement.

10. Controlling Law and Severability. This Agreement will be governed by and construed under the laws of the State of California without reference to its conflicts of law principles. The rights and obligations under this Agreement shall not be governed by the United Nations Convention on Contracts or the International Sale of Goods, the application of which is expressly excluded. Each party hereto submits to the jurisdiction of the state and federal courts of Santa Clara County and the Northern District of California for the purpose of all legal proceedings arising out of or relating to this Agreement or the subject matter hereof. Each party waives any objection which it may have to contest such forum.

11. Complete Agreement. This License constitutes the entire agreement between the parties with respect to the use of the Software and the related documentation, and supersedes all prior or contemporaneous understandings or agreements, written or oral, regarding such subject matter. No amendment to or modification of this License will be binding unless in writing and signed by a duly authorized representative of AMD.