



LSI CORPORATION

STOP!

BEFORE YOU INSTALL OR USE THIS SOFTWARE

SOFTWARE LICENSE AGREEMENT: USE OF SOFTWARE IS SUBJECT TO THIS AGREEMENT AND DISTRIBUTION OF SOFTWARE UNDER THIS AGREEMENT IS SUBJECT TO USING THE END USER TERMS IN EXHIBIT B TO THIS AGREEMENT

IMPORTANT – READ CAREFULLY: Unless you have a separate written agreement with LSI, which applies to the LSI Licensed Code identified and licensed herein, this Software License Agreement (“SLA”) is the legal agreement between you (also referred to as “Licensee”) and LSI Corporation (“LSI”) for the LSI Licensed Code identified and licensed herein, and any included Explanatory Material (collectively, “LICENSED MATERIAL”). By installing, copying, or otherwise using the LICENSED MATERIAL, you agree to be bound by the terms of this SLA. If you do not agree to the terms of this SLA, you may not copy or use the LICENSED MATERIAL and should promptly return the LICENSED MATERIAL. The LICENSED MATERIAL is protected by copyright laws, international copyright treaties, and other intellectual property laws and treaties. The LICENSED MATERIAL is licensed, not sold.

NOW THEREFORE, in consideration of the foregoing and the mutual promises and covenants contained in this SLA (also referred to as “Agreement”), the parties hereby agree as follows:

1. Definitions

- 1.1. “Authorized Use for LSI Binary Code” means use of the LSI Binary Code solely for the purpose of developing, integrating and testing Licensee’s Products to interface with LSI Devices properly acquired or obtained by Licensee and authorized for such integration to be distributed to Licensee Subsequent Users and for no other application, use or purpose.
- 1.2. “Authorized Use for LSI Internal Code” means use of the LSI Internal Use Code solely for the purpose of internally developing, modifying, integrating and testing Licensee’s Products to interface with LSI Devices properly acquired or obtained by Licensee and authorized for such integration, and for no other use or purpose.
- 1.3. “Authorized Use for LSI Source Code” means use of the LSI Source Code solely for the purpose of internally developing, modifying, integrating and testing Licensee’s Products to interface with LSI Devices properly acquired or obtained by Licensee and authorized for such integration, and for no other use or purpose.
- 1.4. “Derivative Works” means: (a) for copyrightable or copyrighted material, any translation (including translation into other computer languages), port, modification, correction, addition, extension, upgrade, improvement, compilation, abridgment or other form in which an existing work may be recast, transformed or adapted; (b) for patentable or patented material, any improvement thereon; and (c) for material which is protected by trade secret, any new material derived from such existing trade secret material, including new material which may be protected by copyright, patent and/or trade secret.

- 1.5. “End User” means any user to whom the Licensee or a Subsequent User transfers the Licensed Materials for such user’s own internal use and not for distribution or resale
- 1.6. “Explanatory Materials” means explanatory and informational materials or documentation concerning the LSI Licensed Code, in printed or electronic format, including without limitation, manuals, descriptions, user and/or installation instructions, diagrams, printouts, listings, flowcharts, and training materials, contained on visual media such as paper or photographic film, or on other physical storage media in machine-readable form. Explanatory Materials do not include any code. See Exhibit A for further description of the Explanatory Materials. and any other documentation provided to Licensee by LSI under this Agreement.
- 1.7. “Intellectual Property Rights” means (by whatever name or term known or designated) copyrights, trade secrets, patents, moral rights and any other intellectual and industrial property and proprietary rights (excluding trademarks) including registrations, applications, renewals and extensions of such rights anywhere in the world.
- 1.8. “JRE Code” mean Oracle Corporation’s JAVA SE Runtime Environment Code.
- 1.9. “Licensee’s Products” means the hardware and software (and related Licensee documentation) that will be developed by or for Licensee utilizing the LSI Licensed Code for the purpose of interfacing or being used with LSI Devices.
- 1.10. “LSI Binary Code” means the software programs identified in Exhibit A, attached hereto now or as amended, in binary form, any other machine readable materials, including, but not limited to, libraries, source files, header files, and data files, any Updates and New Versions provided by LSI.
- 1.11. “LSI Devices” means those LSI products purchased in connection with this Agreement or manufactured and or produced by LSI which are identified in Exhibit A attached hereto.
- 1.12. “LSI Internal Use Code” means the software programs identified in Exhibit A, attached hereto now or as amended, in source code or object code format including, but not limited to, libraries, source files, header files, and data files, and Updates and New Versions provided by LSI that are only for Licensee’s internal use.
- 1.13. “LSI Licensed Code” means collectively all the software programs which are owned or distributed by LSI and licensed to Licensee under this Agreement, in either source code or object code format and may include Updates and New Versions. The LSI Licensed Code under this Agreement is set forth and identified in Exhibit A attached hereto and is specifically referenced individually in this Agreement as LSI Source Code, LSI Binary Code, or LSI Internal Use Code.
- 1.14. “LSI Source Code” means the software programs identified in Exhibit A, attached hereto now or as amended, in source form including, but not limited to, libraries, source files, header files, and data files, and Updates and New Versions provided by LSI.
- 1.15. “New Version” means significant changes, modifications, enhancements, and/or functional improvements to the LSI Licensed Code. New Versions are made and generally distributed solely at the discretion of LSI. Licensee must use the latest New Version of LSI Licensed Code that is available. LSI is under no obligation to port any development work from one version to the latest New Version of LSI Licensed Code.
- 1.16. “Subsequent User” means any person or entity subsequent to Licensee in the chain of use and/or distribution of the Licensed Materials in accordance with the terms hereof, other than an End User.
- 1.17. “Taxes” means all taxes, levies, imposts, duties, fines or other charges of whatsoever nature however imposed by any country or any subdivision or authority thereof in any way connected with this Agreement or any instrument or agreement required hereunder, and all interest, penalties or similar liabilities with respect thereto, except such taxes as are imposed on or measured by a party’s net income or property.
- 1.18. “Updates” means maintenance releases, bug fixes, errata or other corrections, and minor improvements or modifications to the LSI Licensed Code which may be provided by LSI to Licensee from time to time at LSI’s sole discretion. LSI is under no obligation to provide Updates or provide support and maintenance services to Licensee Subsequent Users.

2. Grant of Rights

- 2.1. LSI Binary Code. Subject to the terms of this Agreement, LSI grants to Licensee a non-exclusive, world-wide, revocable (for breach in accordance with Section 7), non-transferable limited license, without the right to sublicense except as expressly provided herein, solely to:
- (a) Use the LSI Binary Code and related Explanatory Materials solely for the Authorized Use for Binary Code and only with LSI Devices
 - (b) Make copies of the LSI Binary Code and related Explanatory Materials to support the Authorized Use for Binary Code and for archival and backup purposes in support of the Authorized Use for Binary Code only with LSI Devices;
 - (c) Distribute the LSI Binary Code as incorporated in Licensee’s Products or for use with LSI Devices to its Subsequent Users;

- (d) Distribute the Explanatory Materials related to LSI Binary Code only for use with LSI Devices;
- (e) Sublicense the rights provided in paragraphs (a) and (b) above in accordance with the terms provided in this Agreement to contract manufacturers (“CMs”) and/or original design manufacturers (“ODMs”), in each case meeting the requirements of Section 3.1(d) below for the purpose of manufacturing Licensee’s Products; and
- (f) Sublicense the rights provided in paragraphs (b) and (c) in accordance with the terms provided in this Agreement to Subsequent Users for the purpose of distributing and supporting Licensee’s Product.

2.2. LSI Source Code. Subject to the terms of this Agreement, LSI grants to Licensee a non-exclusive, worldwide, revocable (for breach in accordance with Section 7), non-transferable limited license, without the right to sublicense except as expressly provided herein, solely to:

- (a) Use the LSI Source Code and related Explanatory Materials solely for the Authorized Use for Source Code and only with LSI Devices;
- (b) Make copies of the LSI Source Code and related Explanatory Material to support the Authorized Use for Source Code only and for archival and backup purposes in support of the Authorized use for Source Code only with LSI Devices;
- (c) Modify and prepare Derivative Works of the LSI Source Code for the Authorized Use for LSI Source Code and only for use with LSI Devices;
- (d) Distribute the binary form only of any authorized Derivative Work of the LSI Source Code (“Licensee Binary Derivative”) and necessary portions of the related Explanatory Materials only for use with LSI Devices; and
- (e) Sublicense the rights granted in paragraph (d) above in accordance with the terms provided in this Agreement to Subsequent Users for the purpose of distributing and supporting Licensee’s Product.

2.3. LSI Internal Use Code. Subject to the terms of this Agreement, LSI grants to Licensee a non-exclusive, worldwide, revocable (for breach in accordance with Section 7), non-transferable limited license, without the right to sublicense or distribute, solely to:

- (a) Use the LSI Internal Use Code and related Explanatory Materials solely for the Authorized Use for Internal Code and only with LSI Devices; and
- (b) Make copies of the LSI Internal Use Code and related Explanatory Materials to support the Authorized Use for Internal Code only and for archival and backup purposes in support of the Authorized use for Internal Code only with LSI Devices.

2.4 Any additional rights or restrictions for a particular item of LSI Licensed Code that varies from this Section 2 or Section 3 below shall be expressly stated in Exhibit A and is expressly incorporated herein by reference.

2.5 Without limiting Section 4, Licensee may exercise the foregoing rights directly and/or indirectly through its employees and contractors, who are bound by terms at least as restrictive as this Agreement.

3. License Restrictions

3.1. LSI Binary Code. The Licenses granted in Section 2.1 for LSI Binary Code and related Explanatory Materials are subject to the following restrictions:

- (a) Licensee shall not use the LSI Binary Code and related Explanatory Materials for any purpose other than as expressly provided in Article 2;
- (b) Licensee shall reproduce all copyright notices and other proprietary markings or legends contained within or on the LSI Binary Code and related Explanatory Materials on any copies it makes; and
- (c) Licensee shall not distribute or disclose the LSI Binary Code and related Explanatory Materials except pursuant to an agreement with terms at least as protective of LSI’s Binary Code as the terms of this Agreement; Licensee shall, and shall require its Subsequent Users, to include an End User License Agreement (“EULA”) containing the terms and conditions set forth in Exhibit B attached hereto with any distributed LSI Binary Code and related Explanatory Materials; and Licensee shall not, and shall not allow its Subsequent Users to, disassemble, de-compile, or reverse engineer the LSI Binary Code.
- (d) Licensee may grant the sublicense set forth in Section 2.1(e) to its CMs and ODMs, provided that each such CM and ODM agrees to abide by the terms and conditions of this Agreement and Licensee shall remain responsible for any failure by its CMs and ODM to comply with the terms and conditions of this Agreement.

3.2. LSI Source Code. The Licenses granted in Section 2.2 for LSI Source Code and related Explanatory Materials are subject to the following restrictions:

- (a) Licensee shall not use the LSI Source Code and related Explanatory Materials for any purpose other than as expressly provided in Article 2;
- (b) Licensee shall reproduce all copyright notices and other proprietary markings or legends contained within or on the LSI Source Code and related Explanatory Materials on any copies it makes;
- (c) Licensee shall not distribute or disclose any LSI Source Code and related Explanatory Materials to any Subsequent Users or third parties, without the express written consent of LSI;
- (d) Licensee shall not knowingly infringe upon the intellectual property rights of any third party when making Derivative Works to the LSI Source Code;
- (e) Licensee shall not disassemble, reverse-engineer, or decompile the LSI Source Code, except for making authorized Derivative Works; and
- (f) Licensee shall not distribute or disclose the Licensee Binary Derivative except pursuant to an agreement with terms at least as protective as those in this Agreement protecting LSI's Binary Code; Licensee shall, and shall require its Subsequent Users), to include a EULA, with any distributed Licensee Binary Derivative; and Licensee shall not, and shall not allow its Subsequent Users to, disassemble, de-compile, or reverse engineer the Licensee Binary Derivative.

3.3. LSI Internal Use Code. The Licenses granted in Section 2.3 for LSI Internal Use Code and related Explanatory Materials are subject to the following restrictions:

- (a) Licensee shall not use the LSI Internal Use Code and related Explanatory Materials for any purpose other than as expressly provided in Article 2;
- (b) Licensee shall reproduce all copyright notices and other proprietary markings or legends contained within or on the LSI Internal Use Code and related Explanatory Materials on any copies it makes;
- (c) Licensee shall not distribute or disclose any LSI Internal Use Code and related Explanatory Materials to any Subsequent Users or third parties, without the express written consent of LSI; and
- (d) Licensee shall not disassemble, reverse-engineer, or decompile the LSI Internal Use Code.

3.4. Derivative Works of LSI Source Code Made by Licensee. Subject to LSI's rights in the underlying LSI Source Code, Licensee shall own all right, title and interest in and to the Derivative Works (both binary and source format) it makes from LSI Source Code, provided that such Derivative Works are not made in breach of this Agreement. Licensee shall not disclose its Derivative Works of the LSI Source Code to LSI. LSI shall have no obligations whatsoever to support, maintain, contribute to, or provide Updates, New Versions or any modifications to Licensee Derivative Works of the LSI Source Code and shall have no liability whatsoever for such Derivative Works. In the event Licensee requests LSI's input regarding Licensee Derivative Works of LSI Source Code and plans to disclose such Derivative Works to LSI, a written Statement of Work shall first be executed by the parties.

3.5. LSI Derivative Works. Nothing contained herein shall prevent LSI from creating any Derivative Works of its LSI Source Code at any time. Licensee further agrees that LSI may independently create a Derivative Work similar to or in competition with the Licensee Derivative Work of the LSI Source Code and may use that Derivative Work for any purpose. Licensee grants LSI a Covenant Not to Sue for any independently developed Derivative Works created by LSI for its own LSI Source Code that Licensee may believe or claim infringes on any of Licensee's Intellectual Property Rights relating to the Licensee Derivative Works of the LSI Source Code.

3.6. U.S. Government Subsequent Users. All LSI Licensed Code and Explanatory Materials qualify as "commercial items," as that term is defined at 48 C.F.R. 2.101, consisting of "commercial computer software" and "commercial computer software documentation" as such terms are used in 48 C.F.R. 12.212. Consistent with 48 CFR 52.227-19, 48 C.F.R.12.212 and 48 C.F.R. 227.7202-1 through 227.7202-4, Licensee will provide to U.S. Government end users such LSI Binary Code with only those rights set forth herein that apply to non-governmental end users. Use of such LSI Binary Code constitutes agreement by the government entity that the computer software and computer software documentation is commercial and constitutes acceptance of the rights and restrictions herein.

3.7. No Implied Licenses. Except for the express and limited licenses granted herein for specific purposes, no rights or licenses are granted by LSI under this Agreement, by implication, inducement, estoppel or otherwise with respect to any proprietary information or to any patents, copyrights, trade secrets, trademarks, maskworks or other Intellectual Property Rights owned or controlled by LSI. Any further licenses must be express, in writing and signed by an authorized representative of LSI.

3.8. Injunctive Relief. In the event of a breach by Licensee of this Section 2 or 3, LSI shall be entitled to applicable injunctive relief and to all remedies available in equity and law to prevent Licensee from disassembling, de-compiling, reverse engineering, disclosing or using the LSI Licensed Code in whole or in part.

3.9. LSI Licensed Code Containing JRE. Certain LSI Licensed Code may contain JRE. Use of the JRE is restricted by JRE licensing terms to General Purpose Desktop Computers and Servers, as defined below. Licensee may seek its own license for the JRE directly with the owner, if it deems necessary. "General Purposes Desktop Computers and Servers" under JRE licensing terms is defined as "computers, including desktop, laptop and tablet computers, or servers, used for general computing functions under end user control (such as but not specifically limited to email, general purpose Internet browsing and office suite productivity tools)". The full terms and conditions for use of the JRE are available at: https://cds.sun.com/is-bin/INTERSHOP.enfinity/WFS/CDS-CDS_Developer-Site/en_US/-/USD/ViewLicense-Start.

4. Confidentiality

4.1 Licensee agrees to limit access to the LSI Licensed Code and Explanatory Materials to employees and contractors of Licensee (which may include, without limitation, contractors retained by Licensee to maintain or modify the LSI Licensed Code and Explanatory Materials on behalf of Licensee) having a need to access or know the LSI Licensed Code and Explanatory Materials and who have executed nondisclosure agreements with Licensee obligating them to maintain the confidentiality of the LSI Licensed Code and Explanatory Materials.

4.2 Licensee shall hold in confidence the LSI Licensed Code and Explanatory Materials as LSI's confidential information ("Confidential Information") and shall use the LSI Code and Explanatory Materials only as expressly provided in Section 2, and protect the confidentiality of such Confidential Information with the same degree of care as Licensee uses to protect its own confidential or proprietary information of great commercial value, but in no event less than reasonable care and for no less than three (3) years from the date of disclosure.

4.3 Licensee agrees to notify LSI immediately after Licensee becomes aware of any suspected misuse or unauthorized disclosure of any Confidential Information. The obligations of confidentiality imposed on Licensee under this Section 4 shall not apply or shall cease to apply to any of such Confidential Information that Licensee clearly establishes: (i) was already rightfully in the possession of Licensee at the time of disclosure as evidenced by records of Licensee; (ii) is or becomes publicly available through no act or omission of Licensee; (iii) is rightfully received by Licensee from a third party without an obligation of confidentiality; (iv) is independently developed by Licensee's employees or contractors without use of or access to the information; or (v) is approved for unrestricted disclosure in writing by an authorized representative of LSI. LSI makes no warranty as to the accuracy of any Confidential Information, which is furnished "AS IS" with all faults.

5. Ownership of Code by LSI, Fees, and Taxes

5.1 LSI reserves all right, title, ownership and interest in and to the LSI Licensed Code and Explanatory Materials existing prior to and after the Effective Date of this Agreement, or created or generated by LSI at any time, subject to any licenses granted. LSI reserves all right, title, ownership and interest in and to any Derivative Works it creates at any time to the LSI Licensed Code and Explanatory Materials, subject to any licenses granted.

5.2 Fees and Payment. Subject to the terms and conditions of this Agreement, Licensee shall pay LSI the fees as specified by LSI, if any are due.

(a) If applicable, payment is due by Licensee upon download, at time of purchase, or no later than within thirty (30) days of date of LSI invoice therefore, as designated by LSI. All payments shall be made in U.S. currency unless otherwise agreed. If at any time, Licensee is delinquent in the payment of any invoice, or is otherwise in breach of this Agreement, LSI may, at its discretion, and without prejudice to its other rights, withhold delivery (including partial delivery) of any order or may, at its option, require Licensee to prepay for further deliveries. Any sum not paid by Licensee, when due, shall bear interest until paid at a rate of 1.5% per month (18% per annum) or the maximum rate permitted by law, whichever is less.

5.3 Taxes. All payments or reimbursements due under this Agreement and any instrument or agreement required hereunder shall be made free and clear and without deduction for any and all present and future Taxes. Payments due to LSI under this Agreement and any instrument or agreement required hereunder shall be increased so that amounts received by LSI, after provisions for Taxes and all Taxes on such increase, will be equal to the amounts required under this Agreement and any instrument or agreement required hereunder if no Taxes were due on such payments.

(a) The Licensee shall indemnify LSI for the full amount of Taxes attributable to the provision of products or services under this Agreement, and any liabilities (including penalties, interest and expenses) arising from such Taxes, within thirty (30) days from any written demand by LSI. The Licensee shall provide evidence that all applicable Taxes have been paid to the appropriate taxing authority by delivering to LSI receipts or notarized copies thereof within thirty (30) days after the due date for such tax payments.

(b) Without prejudice to the survival of any other Agreement of Licensee hereunder, the obligations of Licensee contained in this section shall survive the payment in full of all payments hereunder.

6. Support

LSI CONFIDENTIAL

6.1 LSI may provide the following support services for the LSI Licensed Code to the extent LSI deems reasonable: Updates if and when released and errata in LSI's sole discretion. LSI shall not be responsible for any other support or maintenance of LSI Licensed Code to Licensee or its Subsequent Users, unless otherwise agreed to in writing. LSI is under no obligation to provide support services and may discontinue support services at any time. LSI will not provide support for modified LSI Licensed Code or Licensee's Derivative Works of the LSI Source Code.

6.2 Any Updates to the LSI Licensed Code provided by LSI (which shall only be provided by LSI in its sole discretion) shall be governed by the terms of this Agreement.

6.3 If Licensee finds what Licensee considers an error in the LSI Licensed Code, Licensee will notify LSI so that LSI can, in its sole discretion, make corrections to the LSI Licensed Code or to future revisions of the LSI Licensed Code.

7. Term and Termination

7.1 Term. The term of this Agreement is five (5) years from the Effective Date, subject to renewal upon mutual agreement of the parties.

7.2 Termination for Breach. If Licensee breaches any material provision of this Agreement, LSI shall have the right to terminate this Agreement, including all licenses granted hereunder, in addition to any and all other remedies available at law or equity, unless Licensee cures such breach within sixty (60) days ("Cure Period") after receiving written notice of the breach by LSI. Licensee shall make best efforts to cure the material breach in the least amount of time possible within the Cure Period.

7.3 Insolvency. If either party: (a) becomes substantially insolvent; (b) makes an assignment for the benefit of creditors; (c) files or has filed against it a petition in bankruptcy or seeking reorganization; (d) has a receiver appointed; or (e) institutes any proceedings for liquidation or winding up or have such proceedings instituted against it; then the other party may, in addition to other rights and remedies it may have, terminate this Agreement immediately by written notice.

7.4 Consequences. Upon termination or expiration of this Agreement for any reason whatsoever, the licenses, rights, and covenants granted hereunder and any obligations imposed hereunder shall cease except as otherwise expressly set forth herein as surviving termination or expiration.

7.5 Return of Confidential Information. Upon expiration or termination of this Agreement for any reason or upon written request by LSI, Licensee agrees to promptly return to LSI or, at LSI's request, destroy and certify by an officer of Licensee in writing the destruction of, all LSI Confidential Information furnished to Licensee, including all LSI Licensed Code and Explanatory Materials.

7.6 Survival of Licenses. Any LSI Licensed Code and Explanatory Materials distributed prior to the effective date of any termination, expiration, breach, or cancellation of this Agreement, shall remain licensed (including any LSI Licensed Code in inventory, manufactured, or work in progress with Licensee Products) under the terms of this Agreement. Notwithstanding the foregoing, Licensee may retain an archival copy of portions of the LSI Confidential Information, including LSI Licensed Code and Explanatory Materials, necessary for Licensee to provide ongoing technical support to Subsequent Users using the LSI Licensed Code ("Archival Materials") after termination, expiration or cancellation of this Agreement. Such Archival Materials may not be used for any other purpose without the written consent from LSI. Licensee shall keep such Archival Materials confidential for an additional five (5) years from the date of termination, expiration, or cancellation of this Agreement, regardless of when the LSI Confidential Information was disclosed.

7.7 Survival. In the event of expiration or termination of this Agreement for any reason, the following sections of this Agreement shall survive: 1, 3, 5, 7, 8, 9 and 10. Termination will not prejudice either party to require performance of any obligation due at the time of termination. All ULAs in effect and in compliance with the Agreement prior to effective termination or expiration shall survive and continue in full force and effect in accordance with their terms and Licensee may continue to perform its obligations thereunder, including support obligations.

8. Disclaimer of All Warranties

8.1 THE PARTIES AGREE THAT LSI FURNISHES THE LSI LICENSED CODE AND EXPLANATORY MATERIALS TO LICENSEE "AS IS," UNSUPPORTED, WITHOUT WARRANTY OF ANY KIND. LSI DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT, INCLUDING ANY THAT MAY ARISE FROM A COURSE OF PERFORMANCE, A COURSE OF DEALING OR TRADE USAGE. LSI SHALL NOT BE LIABLE FOR ANY ERROR, OMISSION, DEFECT, DEFICIENCY, OR NONCONFORMITY IN THE LSI LICENSED CODE OR EXPLANATORY MATERIALS. LSI MAKES NO WARRANTY OR REPRESENTATION THAT THE LSI LICENSED CODE OR EXPLANATORY MATERIALS WILL MEET LICENSEE'S REQUIREMENTS OR WILL WORK IN COMBINATION WITH ANY HARDWARE OR SOFTWARE APPLICATION.

8.2 LSI DISCLAIMS ANY AND ALL LIABILITY IN CONNECTION WITH LICENSEE'S USE OF THE LSI LICENSED CODE IN ANY MEDICAL, NUCLEAR, AVIATION, NAVIGATION, MILITARY, OR OTHER HIGH RISK DEVICE OR

APPLICATION. LICENSEE REPRESENTS AND WARRANTS THAT IT WILL NOT USE THE LSI LICENSED CODE IN ANY MEDICAL, NUCLEAR, AVIATION, NAVIGATION, MILITARY, OR OTHER HIGH RISK DEVICE OR APPLICATION. LICENSEE SHALL INDEMNIFY, DEFEND, AND HOLD LSI HARMLESS AGAINST ANY LOSS, LIABILITY, OR DAMAGE OF ANY KIND THAT LSI INCURS IN CONNECTION WITH BREACH OF THE WARRANTY IN THIS SECTION 8.2.

8.3 LSI DISCLAIMS ANY AND ALL LIABILITY IN CONNECTION WITH LICENSEE'S CREATION AND USE OF DERIVATIVE WORKS OF THE LSI SOURCE CODE. LICENSEE SHALL INDEMNIFY, DEFEND, AND HOLD LSI HARMLESS AGAINST ANY LOSS, LIABILITY, OR DAMAGE OF ANY KIND THAT LSI INCURS IN CONNECTION WITH LICENSEE'S DERIVATIVE WORKS OF LSI SOURCE CODE.

9. Limitation of Liability

IN NO EVENT SHALL LSI, ITS EMPLOYEES, AFFILIATES OR SUPPLIERS BE LIABLE FOR ANY LOST PROFITS, REVENUE, SALES OR DATA OR COSTS OF PROCURING SUBSTITUTE GOODS OR SERVICES, INTERRUPTION, LOSS OF BUSINESS INFORMATION OR ANY SPECIAL, DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL, ECONOMIC OR PUNITIVE DAMAGES, HOWEVER CAUSED, AND WHETHER ARISING UNDER CONTRACT, TORT, STRICT LIABILITY, NEGLIGENCE OR OTHER THEORY OF LIABILITY, ARISING OUT OF THE USE OR INABILITY TO USE THE LSI LICENSED CODE OR EXPLANATORY MATERIALS, EVEN IF LSI OR ITS EMPLOYEES, SUPPLIERS OR AFFILIATES ARE ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN THE EVENT THAT THE APPLICABLE JURISDICTION DOES NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY, BUT DOES ALLOW LIABILITY TO BE LIMITED, THE LIABILITY OF LSI, ITS EMPLOYEES, AFFILIATES, OR SUPPLIERS IN SUCH CASES, SHALL BE LIMITED TO \$100 US DOLLARS.

10. General

10.1 Assignment. Licensee shall not assign this Agreement or any of its rights or delegate any of its duties under this Agreement without the prior written consent of LSI. Subject to the foregoing, this Agreement will be binding upon, enforceable by, and inure to the benefit of the parties and their respective successors and assigns. Any attempted assignment in violation of this Section 10.1 shall be null and void.

10.2 Governing Law. This Agreement shall be construed and interpreted in accordance with the law of the State of California without reference to its conflicts of law principles.

10.3 Exclusive Jurisdiction. All disputes arising out of or related to this Agreement will be subject to the exclusive jurisdiction and venue of the California state courts of Santa Clara County, California in United States District Court for the Northern District of California, and the parties consent to the personal and exclusive jurisdiction of these courts.

10.4 Export Control. Licensee shall follow all export control laws and regulations relating to the LSI Licensed Code and Explanatory Materials. Licensee hereby acknowledges responsibility for compliance with all applicable US and local laws and regulations related to import and export and acknowledges and agrees that LSI items (hardware, software and technology/technical data) are subject to the U.S. Export Administration Regulations. Diversion of such items contrary to U.S. law is prohibited. Licensee agrees that none of the items, nor any direct product therefrom, is being or will be acquired for, shipped, transferred, or re-exported, directly or indirectly, to prohibited or embargoed countries, nor be used for any prohibited end-use, such as nuclear activities, chemical/biological weapons, or missile projects, unless expressly authorized by the U.S. Government. Prohibited countries are set forth in the Supplement 1 to Part 740 of the U.S. Export Administration Regulations. Countries currently subject to U.S. embargo include: Cuba, Iran, N. Korea, Sudan and Syria. This list is subject to change without further notice from LSI Corporation and Licensee understands that compliance with the list as it exists in fact, is required. Licensee agrees to strictly comply with all U.S. export laws and regulations and assume sole responsibility for obtaining any/all licenses required for export or re-export. All ECCN and CCATS numbers and License Exception information are subject to change without notice. Modification in any way to a LSI product nullifies the classification. It is therefore your obligation as an exporter to verify such information and comply with the then currently applicable regulations. The data provided herein is for informational purposes only. LSI Corporation makes no representation or warranty as to the accuracy or reliability of such classifications or numbers. Any use of such classifications or numbers by you is without recourse to LSI Corporation and is at your own risk. LSI Corporation is in no way responsible for any damages, whether direct, indirect, consequential, incidental or otherwise, suffered by you as a result of using or relying upon such classifications or numbers for any purpose whatsoever. Licensee agrees to consult the EAR, the Bureau of Industry and Security's Export Counseling Division, and other appropriate sources before distributing, importing, or using LSI products. You may request software classification information from LSI or view it at LSI.com.

10.5 Waiver. No failure or delay on the part of either party in the exercise of any right or privilege hereunder shall operate as a waiver thereof or of the exercise of any other right or privilege hereunder, nor shall any single or partial exercise of any such right or privilege preclude other or further exercise thereof or of any other right or privilege.

10.6 Notice. Any notice or claim provided for herein to LSI shall be in writing and addressed as set forth below, and shall be given (i) by personal delivery, effective upon delivery, (ii) by first class mail, postage prepaid, addressed as set forth below, effective one (1) business day after proper deposit in the mail, or (iii) by facsimile directed to the facsimile number set forth below, but only if accompanied by mailing of a copy in accordance with (ii) above, effective as of the date of facsimile transmission.

Vice President Commercial Law
LSI Corporation
1110 American Parkway, NE
Room 12K-302
Allentown, PA 18109

10.7 Severability. If any term, condition, or provision of this Agreement, or portion of this Agreement, is found to be invalid, unlawful or unenforceable to any extent, the parties will endeavor in good faith to agree to such amendments that will preserve, as far as possible, the intentions expressed in this Agreement. Such invalid term, condition or provision will be severed from the remaining terms, conditions and provisions, which will continue to be valid and enforceable to the fullest extent permitted by law.

10.8 Other Rights. Nothing contained in this Agreement shall be construed as conferring by implication, estoppel, or otherwise upon either party or any third party any license or other right except, solely as to the parties hereto, the rights expressly granted hereunder.

10.9 Integration; Modification. This Agreement, together with the Exhibits hereto, embodies the final, complete and exclusive statement of the terms agreed upon by the parties with respect to the subject matter hereof and supersedes any prior or contemporaneous representations, descriptions, courses of dealing, or agreements in regard to such subject matter. No amendment or modification of this Agreement or any Exhibit hereto shall be valid or binding upon the parties unless stated in writing and signed by an authorized representative of each party.

10.10 Publicity. All publicity concerning this transaction referring to the other party shall require the other party's prior written approval which shall not be unreasonably withheld.

10.11 Relationship of the Parties. The relationship of the parties hereto is that of independent contractors. Neither party, nor its agents or employees, shall be deemed to be the agent, employee, joint venture partner, partner or fiduciary of the other party. Neither party shall have the right to bind the other party, transact any business on behalf of or in the name of the other party, or incur any liability for or on behalf of the other party.

EXHIBIT A

1. LSI Licensed Code: The LSI Licensed Code includes any code or software rightfully downloaded from this LSI website or portal, with appropriate authorization and access by Licensee and includes but is not limited to the following code regardless of the version of the code:

A. LSI Source Code

Name of Code	LSI Devices Used With	Explanatory Materials
None		none

B. LSI Binary Code

Name of Code	LSI Devices Used With	Explanatory Materials
<i>MegaRAID Advanced Software Options for enabling fee-based software features on 6Gb/s MegaRAID SATA+SAS controller cards.</i>	6GB/s MegaRAID SATA + SAS controller cards, including all versions and generations thereof.	All related

C. LSI Internal Use Code

Name of Code	LSI Devices Used With	Explanatory Materials
none		none

EXHIBIT B

END USER LICENSE AGREEMENT

READ THIS LICENSE CAREFULLY BEFORE USING THE SOFTWARE EMBEDDED IN THE HARDWARE OR ANY OTHER SOFTWARE ORDERED OR OTHERWISE ACQUIRED FROM YOUR SOFTWARE PROVIDER ("PROVIDER") FOR USE WITH THE HARDWARE. YOUR USE OF THE SOFTWARE CONSTITUTES YOUR ASSENT TO THE TERMS OF THIS AGREEMENT. IF YOU DO NOT WANT TO ENTER INTO THIS LICENSE AGREEMENT, DO NOT USE THE SOFTWARE AND RETURN IT TO THE PROVIDER FOR CREDIT.

1. Scope.

This Agreement governs your use of Software, including any additional functionality embedded in the firmware which You may cause to be activated, and any additional software or firmware you order or otherwise acquire from Provider for use with the System (together "Software"). These terms and conditions apply unless You entered into a separate written license agreement with Provider for the use of the Software, in which case that separate agreement shall govern.

2. License.

Subject to the terms of this Agreement, Provider grants You a limited and non-exclusive license to use and operate the Software only on an LSI Corporation product ("Hardware"). Nothing in this Agreement provides You with any right in the Software except for the license granted herein. You may make a reasonable number of copies of the Software for backup and archival purposes only. Except as expressly permitted under this Agreement or by applicable law without the possibility of contractual waiver, You may not copy, merge, transmit, modify, reverse engineer, decompile or disassemble the Software, or sublicense, rent, lease, assign or otherwise transfer the Software to anyone.

3. License Conditions; Confidentiality.

The Software is Confidential Information of Provider and its licensors. You may not give copies of the Software to others and You may not let others gain access to it. You may not post the Software, or otherwise make available, in any form, on the Internet or in other public places or media. You may not modify, adapt, translate, rent lease, loan or resell for profit, or create derivative works based upon the Software or any part of it. You may not reverse engineer, decompile, disassemble or otherwise attempt to derive source code from the Software except to the extent allowed by law.

4. Proprietary Markings.

You may not remove any copyright notices, proprietary markings, trademarks or trade names from the Software.

5. Termination.

Your license shall automatically terminate when You are no longer in possession of the Hardware or You violate the terms of this Agreement. Upon termination of the license You shall immediately stop using the Software, and purge and destroy any and all copies of the Software with notice to Provider of such destruction or return the copies to Provider.

6. Disclaimer of Warranty.

(a) THE PARTIES AGREE THAT PROVIDER AND ITS LICENSORS FURNISH THE SOFTWARE TO YOU "AS IS," UNSUPPORTED, WITHOUT WARRANTY OF ANY KIND. PROVIDER DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT, INCLUDING ANY THAT MAY ARISE FROM A COURSE OF PERFORMANCE, A COURSE OF DEALING OR TRADE USAGE. PROVIDER AND ITS LICENSORS SHALL NOT BE LIABLE FOR ANY ERROR, OMISSION, DEFECT, DEFICIENCY, OR NONCONFORMITY OF ANY TYPE IN THE SOFTWARE.

(b) PROVIDER DISCLAIMS ANY AND ALL LIABILITY IN CONNECTION WITH YOUR USE OF THE SOFTWARE IN ANY MEDICAL, NUCLEAR, AVIATION, NAVIGATION, MILITARY, OR OTHER HIGH RISK DEVICE OR APPLICATION ("HIGH RISK APPLICATIONS"). YOU REPRESENT AND WARRANT THAT YOU WILL NOT USE THE SOFTWARE IN ANY MEDICAL, NUCLEAR, AVIATION, NAVIGATION, MILITARY, OR OTHER HIGH RISK DEVICE OR APPLICATION. YOU SHALL INDEMNIFY, DEFEND, AND HOLD PROVIDER AND ITS LICENSORS HARMLESS AGAINST ANY LOSS, LIABILITY, OR DAMAGE OF ANY KIND THAT PROVIDER INCURS IN CONNECTION WITH BREACH OF THE WARRANTY IN THIS SECTION

7. Limitation of Liability.

Regardless of the basis for any claim, whether in contract, tort, or otherwise, Provider and its licensors will be liable to You only for the amount of Your actual direct loss or damage relating to the Software, up to the license fee paid by You for the Software. Irrespective of the basis of the claim, Provider and its licensors will not be liable for any special, indirect, punitive, incidental or consequential damages of any kind (including, without limitation lost profits, loss of or damage to Your records or data, or the cost of cover), nor will Provider and its licensors be liable for any third party claims unless specifically provided in this Agreement. Neither party may bring a legal action under this Agreement more than two years after the cause of action arose.

8. Export Policy.

You agree that You shall not directly or indirectly, export, re-export or transship the Software in violation of any applicable export control laws or regulations promulgated and administered by the governments of the countries claiming jurisdiction over the parties or transactions. You acknowledge that U.S. laws, regulations and requirements regulate the export of U.S. origin products/technology and prohibit use, sale or re-export if You know, or have reason to know, that such products/technology are for use in connection with the design, development, production, stockpiling or use of nuclear, chemical or biological weapons or missiles. You hereby acknowledge responsibility for compliance with all applicable US and local laws and regulations related to import and export and acknowledge and agrees that the Software is subject to the U.S. Export Administration Regulations. Diversion of such items contrary to U.S. law is prohibited. You agree that none of the items, nor any direct product therefrom, is being or will be acquired for, shipped, transferred, or re-exported, directly or indirectly, to prohibited or embargoed countries, nor be used for any prohibited end-use, such as nuclear activities, chemical/biological weapons, or missile projects, unless expressly authorized by the U.S. Government. Prohibited countries are set forth in the Supplement 1 to Part 740 of the U.S. Export Administration Regulations. Countries currently subject to U.S. embargo include: Cuba, Iran, N. Korea, Sudan and Syria. This list is subject to change without further notice and You understand that compliance with the list as it exists in fact, is required. You agree to assume sole responsibility for obtaining any/all licenses that may be required for export or re-export, if you have the right to do so. All ECCN and CCATS numbers and License Exception information are subject to change without notice. Modification in any way to Software nullifies the classification. The data provided herein is for informational purposes only. No representation or warranty as to the accuracy or reliability of the information is given.

9. Restricted Rights.

U.S. Government End Users. The Software qualifies as "commercial items," as that term is defined at 48 C.F.R. 2.101, consisting of "commercial computer software" and "commercial computer software documentation" as such terms are used in 48 C.F.R. 12.212. Consistent with 48 CFR 52.227-19, 48 C.F.R.12.212 and 48 C.F.R. 227.7202-1 through 227.7202-4, You will provide to Government End User, or, if this Agreement is direct Government End User will acquire, the Software with only those rights set forth herein that apply to non-governmental End Users. Use of the Software constitutes agreement by the government entity that the computer software is commercial, and constitutes acceptance of the rights and restrictions herein.

10. High Risk Activities.

THE SOFTWARE IS NOT DESIGNED, MANUFACTURED, OR INTENDED FOR USE OR RESALE AS ON-LINE CONTROL PRODUCTS REQUIRING FAIL-SAFE CONTROLS, SUCH AS IN THE OPERATION OF NUCLEAR FACILITIES, AIRCRAFT

NAVIGATION OR COMMUNICATIONS SYSTEMS, AIR TRAFFIC CONTROL, LIFE SUPPORT, OR WEAPONS SYSTEMS WHERE FAILURE OF THE SOFTWARE COULD LEAD DIRECTLY TO DEATH, PERSONAL INJURY AND/OR SUBSTANTIAL PROPERTY DAMAGE. YOU AGREE NOT TO USE THE SOFTWARE FOR ANY SUCH PURPOSES, AND PROVIDER AND ITS LICENSORS EXPRESSLY DISCLAIM AND ARE RELEASED FROM ANY RESPONSIBILITY OR LIABILITY FOR ANY AND ALL DAMAGES THAT MAY BE INCURRED DUE TO THE USE OF THE SOFTWARE IN SUCH APPLICATIONS.

11. No Software Support.

No Software support is provided to You from Provider, unless You enter into a separate agreement for support.

12. General.

You assume full responsibility for the legal and responsible use of the Software. You agree that this Agreement is the complete agreement between You and Provider (and that any verbal or written statements that are not reflected in this Agreement and any prior agreements, are superseded by this Agreement). To be effective, any amendment of this Agreement must be in writing and signed by both You and Provider. Should any provisions of this Agreement be held to be unenforceable, then such provision shall be separable from this Agreement and shall not affect the remainder of the Agreement. This Agreement shall be governed by California law, not including its choice of law provisions. The United Nations Convention on the International Sale of Goods shall not be applied to this Agreement. All rights in the Software not specifically granted in this Agreement are reserved by Provider. The English language version of this Agreement shall be the official version. These End-User Software License Terms shall be binding upon You and Your respective heirs, successors, and assigns.