i960[®] Processor Tools License Guide

Order Number: 614851-006

Revision	Revision History	Date
-001	Original Issue.	06/93
-002	Revised for CTOOLS960 R4.5 and GNU/960 R2.4.	05/94
-003	Revised for CTOOLS960 R4.6, GNU/960 R4.6, and MON960 R2.1.	11/94
-004	Revised for CTOOLS R5.0 and MON960 R3.0.	02/96
-005	Revised for CTOOLS 5.1 and MON960 R3.1.	01/97
-006	Revised for CTOOLS 6.0	12/97

In the United States, additional copies of this manual or other Intel literature may be obtained by writing:

Literature Distribution Center Intel Corporation PO Box 5937 Denver, CO 80217-9808

Or you can call the following toll-free number:

1-800-548-4725

In locations outside the United States, obtain additional copies of Intel documentation by contacting your local Intel sales office.

Information in this document is provided in connection with Intel products. No license, express or implied, by estoppel or otherwise, to any intellectual property rights is granted by this document. Except as provided in Intel's Terms and Conditions of Sale for such products, Intel assumes no liability whatsoever, and Intel disclaims any express or implied warranty, relating to sale and/or use of Intel products including liability or warranties relating to fitness for a particular purpose, merchantability, or infringement of any patent, copyright or other intellectual property right. Intel products are not intended for use in medical, life saving, or life sustaining applications. Intel may make changes to specifications and product descriptions at any time, without notice.

Contact your local sales office to obtain the latest specifications before placing your order.

Intel software products are copyrighted by and shall remain the property of Intel Corporation. Use, duplication or disclosure is subject to restrictions stated in Intel's Software License Agreement, or in the case of software delivered to the government, in accordance with the software license agreement as defined in FAR 52.227-7013.

Copyright © 1988, 1989, 1990, 1991, 1992, 1993, 1994, 1995 Free Software Foundation, Inc.

Permission is granted to make and distribute verbatim copies of this manual provided the copyright notice and this permission notice are preserved on all copies.

Permission is granted to copy and distribute modified versions of this manual under the conditions for verbatim copying, provided also that the entire resulting derived work is distributed under the terms of a permission notice identical to this one.

Permission is granted to copy and distribute translations of this manual into another language, under the above conditions for modified versions.

* Other brands and names are the property of their respective owners.



Copyright © 1993, 1994, 1997. Intel Corporation. All rights reserved.

Contents

Chapter 1	Introduction	
	Product Return Information	1-2
	License Reference Information	1-3
Exhibit A	Intel Source	
	Intel Source License	A-1
	Floating Point Library License	A-2
	libfp	A-2
Exhibit B	Intel Binary	
	Intel End User Software License Agreement	B-1
	License	B-1
	Restrictions	B-1
	Transfer	B-2
	Ownership and Copyright of Software	B-2
	Warranty	B-2
	Disclaimer	B-3
	Limitation of Liability	B-3
	Audit	B-3
	Termination of This License	B-3
	U.S. Government Restricted Rights	B-4
	Export Laws	B-4
	Applicable Law	B-4
Exhibit C	Free Software Foundation	
	GNU General Public License Version 2, June 1991	C-1
	Preamble	C-1
	GNU General Public License	C-2

	Terms and Conditions for Copying, Distribution and Modification	
Exhibit D	Third Party Source	
	Intel Source License Agreement/Internal Development and Redistribution of Derived Products	D-1
	Definitions	D-1
	License	D-1
	Warranty	D-3
	Disclaimer of Warranty	D-3
	Limitation of Liability	D-3
	Protection and Security	D-4
	Assignment, Sale or Transfer	D-4
	Termination	D-4
	Ownership of Source Code	D-5
	Audit	D-5
	Export Control	D-5
	U.S. Government Restricted Rights	D-5
	Applicable Law	
	···	

Introduction

To make the best use of your Intel i960[®] processor tools, it is important that you know your rights and responsibilities. We urge you to take a moment and read the legal documentation for the various components that make up your toolset. A clear statement of your rights and responsibilities is important to Intel, as it represents the needs of you, our customer, and those who helped develop these tools for you.

This License Guide highlights the various software modules used in the i960 processor tools and indicates the appropriate licensing information for each software component. This License Guide is intended to notify you of the license terms governing your use of these software modules. It is your responsibility to ensure that your use of these tools is consistent with the applicable license terms.

This Guideline covers the appropriate licensing terms for CTOOLS, MON960 and all runtime libraries.

Some of the CTOOLS tools were developed and/or distributed by an organization called the **Free Software Foundation** (FSF). Others have been created at Intel, or purchased by Intel, or collected from a variety of other sources. The FSF has provided tools in source code form, along with a copyright notice requiring that the tools be redistributed in source code form. You should read the GNU General Public License in Exhibit C for an explanation of the restrictions FSF has placed on this software.



NOTE. Using the CTOOLS tools to compile your software programs or linking with various libraries does not subject the resulting code to the requirements of the Free Software Foundation licensing scheme. However, incorporating the GNU code, in whole or in part, with other non-GNU program material may do so. You may not be able to further distribute combined program material. Please consult the FSF License in Exhibit C for applicable requirements or restrictions.

If you have further questions concerning Intel's specific findings regarding redistribution of code contained in these products, please contact the customer support organization at Intel.

Product Return Information

If you do not agree with the terms of the applicable licenses prior to your use of the software modules, you may return the entire package, including distribution disks, manuals, and packing materials, and we will refund your distribution fee. If, during the first 30 days after you receive these tools, you discover that they do not meet your needs, you may return the entire package, including distribution disks, manuals, and packing materials, and we will refund your distribution fee. Intel offers no warranty or support whatsoever for these products. While we will accept bug reports and attempt to make periodic releases to fix these bugs, unless you purchase specific support services from Intel, we cannot promise to fix any bugs that arise or provide fixes or updates on a particular schedule.

License Reference Information

The following table highlights individual tools and libraries and the various licenses that govern your use of them:

Table 1-1 Module and License Table

Module:	License:	Please See:
cvt960	Intel Source	Exhibit A Intel Source
gar960/arc960	FSF V2	Exhibit C Free Software Foundation
gas960/asm960	FSF V2	Exhibit C Free Software Foundation
gcc960	FSF V2	Exhibit C Free Software Foundation
gcdm960	FSF V2*	Exhibit C Free Software Foundation
gcov960	Intel Source	Exhibit A Intel Source
gdb960/gdb960W	FSF V2	Exhibit C Free Software Foundation
gdb960v	Intel Binary	Exhibit B Intel Binary
gdmp960/dmp960	FSF V2*	Exhibit C Free Software Foundation
ghist960	FSF V2*	Exhibit C Free Software Foundation
gld960/lnk960	FSF V2	Exhibit C Free Software Foundation
gmpf960	FSF V2*	Exhibit C Free Software Foundation
gmung960	FSF V2*	Exhibit C Free Software Foundation
gnm960/nam960	FSF V2	Exhibit C Free Software Foundation
grom960/rom960	FSF V2*	Exhibit C Free Software Foundation
gsize960/siz960	FSF V2	Exhibit C Free Software Foundation
gstrip960/str960	FSF V2	Exhibit C Free Software Foundation
gver960	Intel Source	Exhibit A Intel Source
hdil	FSF V2*	Exhibit C Free Software Foundation
hdilcomm	FSF V2*	Exhibit C Free Software Foundation
html	Intel Source	Exhibit A Intel Source
ic960	FSF V2*	Exhibit C Free Software Foundation
install.exe	Intel Binary	Exhibit B Intel Binary

continued 🗢

Table 1-1 Module and License Table (continued)

		,	,
Module:		License:	Please See:
	install.gnu	Intel Source	Exhibit A Intel Source
	install.ic	Intel Source	Exhibit A Intel Source
	libc	Third Party Source	Exhibit D Third Party Source
	libfp	U.S. Software	Exhibit A Intel Source
	libh	Intel Source	Exhibit A Intel Source
	libhis	Intel Source	Exhibit A Intel Source
	libll	Intel Source	Exhibit A Intel Source
	libm	Third Party Source	Exhibit D Third Party Source
	libmon	Intel Source	Exhibit A Intel Source
	libq	Intel Source	Exhibit A Intel Source
	librom	Intel Source	Exhibit A Intel Source
	mon960	Intel Source	Exhibit A Intel Source
	mpp960	FSF V2	Exhibit C Free Software Foundation
	objcopy/cof960	FSF V2	Exhibit C Free Software Foundation
	SX	Intel Source	Exhibit A Intel Source
	toolib	FSF V2*	Exhibit C Free Software Foundation

^{*} The source to these tools is copyrighted by Intel, but the resulting executables are linked with FSF modules and are thus licensed under the terms of the GNU General Public License, Version 2, found in Exhibit C.

Exhibit A Intel Source



Intel Source License

The tools labeled "Intel Source" in the Module and License table in Chapter 1 were developed by Intel, and are copyrighted by Intel. You may use them as you wish, and freely distribute the source code, subject to the following Intel Source copyright notice and license terms:

Copyright © 1990, 1991, 1992 Intel Corporation

Intel hereby grants you permission to copy, modify, and distribute this software and its documentation. Intel grants this permission provided that the above copyright notice appears in all copies and that both the copyright notice and this permission notice appear in supporting documentation. In addition, Intel grants this permission provided that you prominently mark as "not part of the original" any modifications made to this software or documentation, and that the name of Intel Corporation not be used in advertising or publicity pertaining to distribution of the software or the documentation without specific, written prior permission.

Intel Corporation provides this AS IS, WITHOUT ANY WARRANTY, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AND ANY WARRANTY AGAINST INFRINGEMENT OF ANY INTELLECTUAL PROPERTY RIGHT OF A THIRD PARTY. Intel makes no guarantee or representations regarding the use of, or the results of the use of, the software and documentation in terms of correctness, accuracy, reliability, currentness, or otherwise; and you rely on the software, documentation and results solely at your own risk.



IN NO EVENT SHALL INTEL BE LIABLE FOR ANY LOSS OF USE, LOSS OF BUSINESS, LOSS OF PROFITS, INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES OF ANY KIND. IN NO EVENT SHALL INTEL'S TOTAL LIABILITY EXCEED THE SUM PAID TO INTEL FOR THE PRODUCT LICENSED HEREUNDER.

Floating Point Library License

libfp

The floating-point library src/lib/libfp was developed by U.S. Software, Inc. of Portland, OR and is licensed from them by Intel. This library is provided in object form only and is subject to the following terms:

The floating point library ("DPAC") that is now distributed with CTOOLS was licensed to Intel by United States Software Corporation of Portland, Oregon. DPAC is provided in object form only. Your usage of DPAC is limited to integrating the floating-point library into your application through the linkage process. No distribution restriction is placed on such applications. However, you may not use, distribute, sub-license, or in any way market DPAC either directly or indirectly by incorporating DPAC with another library or program in such a way that it is accessible to a third party. For example, DPAC should not find its way into the runtime library for a compiler.

For more information contact:

U.S. Software Corporation Phone: (503) 641-8446 14215 NW Science Park Dr FAX: (503) 644-2413

Portland, OR 97229

If this restriction is unacceptable, you may use one of two Intel-developed floating-point libraries which are provided to you under the terms of the Intel Source License in this Exhibit A.

Exhibit B Intel Binary



Intel End User Software License Agreement

BY USING THIS SOFTWARE, YOU ARE AGREEING TO BE BOUND BY THE TERMS OF THIS AGREEMENT. DO NOT USE THIS SOFTWARE UNTIL YOU HAVE CAREFULLY READ AND AGREED TO THE FOLLOWING TERMS AND CONDITIONS. IF YOU DO NOT AGREE TO THE TERMS OF THE AGREEMENT, PROMPTLY RETURN THE SOFTWARE AND ANY ACCOMPANYING ITEMS.

IF YOU USE THIS SOFTWARE, YOU WILL BE BOUND BY THE TERMS OF THIS AGREEMENT

License

Intel grants you the right to use the enclosed software program (the "Software"). You will not use, copy, modify, rent, sell, or transfer the Software or any portion thereof except as provided in this Agreement.

You may:

- 1. Use the Software on a single computer;
- 2. Copy the Software solely for backup or archival purposes.

Restrictions

You Will Not:

- 1. Use the Software or cause the Software to be used on more than one computer at the same time including using the Software across a network system;
- 2. Sublicense the Software;

- 3. Reverse engineer, decompile, or disassemble the Software;
- 4. Copy the Software except as provided in this Agreement;
- 5. Permit simultaneous use of the Software by more than one user.

Transfer

You may transfer the Software to another party if the receiving party agrees to the terms of this agreement and you retain no copies of the Software and accompanying documentation.

Transfer of the license terminates your right to use the Software.

Ownership and Copyright of Software

Title to the Software and all copies thereof remain with Intel or its vendors. The Software is copyrighted and is protected by United States copyright laws and international treaty provisions. You will not remove the copyright notice from the Software. You agree to prevent any unauthorized copying of the Software.

Warranty

If you purchased the software from Intel and Intel has provided it to you on physical media, Intel warrants that the media on which the Software is furnished will be free from defects in material and workmanship under normal use for a period of ninety (90) days from the date of purchase. Intel's entire liability and your exclusive remedy shall be the replacement of the Software if the media on which the Software is furnished proves to be defective. This warranty is void if the media defect has resulted from accident, abuse, or misapplication. Any replacement of media will be warranted for the remainder of the original warranty period or thirty (30) days, whichever is longer.

Exhibit B Intel Binary

Disclaimer

Except as provided above, the Software is provided "AS IS" without warranty of any kind. INTEL AND ITS VENDORS SPECIFICALLY DISCLAIM THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND ANY WARRANTY AGAINST INFRINGEMENT OF ANY INTELLECTUAL PROPERTY RIGHT OF A THIRD PARTY.

Limitation of Liability

NEITHER INTEL NOR ITS VENDORS SHALL BE LIABLE FOR ANY LOSS OF PROFITS, LOSS OF USE, INTERRUPTION OF BUSINESS, NOR FOR INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY KIND WHETHER UNDER THIS AGREEMENT OR OTHERWISE.

Audit

Intel reserves the right to conduct or have conducted audits to verify your compliance with this Agreement.

Termination of This License

Intel may terminate this license at any time if you are in breach of any of its terms and conditions. Upon termination, you will immediately destroy the Software or return all copies of the Software and documentation to Intel along with any copies you have made.

U.S. Government Restricted Rights

The Software and documentation are 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. The use of this Software by the Government constitutes acknowledgment of Intel's proprietary rights in the Software.

Export Laws

You agree that your distribution and any export/re-export of the Software and any direct product thereof will be in compliance with the U.S. laws, including the laws, regulations, orders and other restrictions of the U.S. Export Administration Regulations.

Applicable Law

This Agreement is governed by the laws of the state of California and the United States, including patent and copyright laws. Any claim arising out of this Agreement will be brought in Santa Clara County, California.

Exhibit C Free Software Foundation



GNU General Public License Version 2, June 1991

Copyright (C) 1989, 1991 Free Software Foundation, Inc. 675 Mass Ave, Cambridge, MA 02139, USA

Everyone is permitted to copy and distribute verbatim copies of this license document, but changing it is not allowed.

Preamble

The licenses for most software are designed to take away your freedom to share and change it. By contrast, the GNU General Public License is intended to guarantee your freedom to share and change free software--to make sure the software is free for all its users. This General Public License applies to most of the Free Software Foundation's software and to any other program whose authors commit to using it. (Some other Free Software Foundation software is covered by the GNU Library General Public License instead.) You can apply it to your programs, too.

When we speak of free software, we are referring to freedom, not price. Our General Public Licenses are designed to make sure that you have the freedom to distribute copies of free software (and charge for this service if you wish), that you receive source code or can get it if you want it, that you can change the software or use pieces of it in new free programs; and that you know you can do these things.

To protect your rights, we need to make restrictions that forbid anyone to deny you these rights or to ask you to surrender the rights. These restrictions translate to certain responsibilities for you if you distribute copies of the software, or if you modify it.

For example, if you distribute copies of such a program, whether gratis or for a fee, you must give the recipients all the rights that you have. You must make sure that they, too, receive or can get the source code. And you must show them these terms so they know their rights.

We protect your rights with two steps: (1) copyright the software, and (2) offer you this license which gives you legal permission to copy, distribute and/or modify the software.

Also, for each author's protection and ours, we want to make certain that everyone understands that there is no warranty for this free software. If the software is modified by someone else and passed on, we want its recipients to know that what they have is not the original, so that any problems introduced by others will not reflect on the original authors' reputations.

Finally, any free program is threatened constantly by software patents. We wish to avoid the danger that redistributors of a free program will individually obtain patent licenses, in effect making the program proprietary. To prevent this, we have made it clear that any patent must be licensed for everyone's free use or not licensed at all.

The precise terms and conditions for copying, distribution and modification follow.

GNU General Public License

Terms and Conditions for Copying, Distribution and Modification

This License applies to any program or other work which contains a
notice placed by the copyright holder saying it may be distributed
under the terms of this General Public License. The "Program",
below, refers to any such program or work, and a "work based on the
Program" means either the Program or any derivative work under

Exhibit C Free Software Foundation

copyright law: that is to say, a work containing the Program or a portion of it, either verbatim or with modifications and/or translated into another language. (Hereinafter, translation is included without limitation in the term "modification".) Each licensee is addressed as "you".

Activities other than copying, distribution and modification are not covered by this License; they are outside its scope. The act of running the Program is not restricted, and the output from the Program is covered only if its contents constitute a work based on the Program (independent of having been made by running the Program). Whether that is true depends on what the Program does.

You may copy and distribute verbatim copies of the Program's source code as you receive it, in any medium, provided that you conspicuously and appropriately publish on each copy an appropriate copyright notice and disclaimer of warranty; keep intact all the notices that refer to this License and to the absence of any warranty; and give any other recipients of the Program a copy of this License along with the Program.

You may charge a fee for the physical act of transferring a copy, and you may at your option offer warranty protection in exchange for a fee.

- 1. You may modify your copy or copies of the Program or any portion of it, thus forming a work based on the Program, and copy and distribute such modifications or work under the terms of Section 1 above, provided that you also meet all of these conditions:
 - a. You must cause the modified files to carry prominent notices stating that you changed the files and the date of any change.
 - b. You must cause any work that you distribute or publish, that in whole or in part contains or is derived from the Program or any part thereof, to be licensed as a whole at no charge to all third parties under the terms of this License.

c. If the modified program normally reads commands interactively when run, you must cause it, when started running for such interactive use in the most ordinary way, to print or display an announcement including an appropriate copyright notice and a notice that there is no warranty (or else, saying that you provide a warranty) and that users may redistribute the program under these conditions, and telling the user how to view a copy of this License. (Exception: if the Program itself is interactive but does not normally print such an announcement, your work based on the Program is not required to print an announcement.)

These requirements apply to the modified work as a whole. If identifiable sections of that work are not derived from the Program, and can be reasonably considered independent and separate works in themselves, then this License, and its terms, do not apply to those sections when you distribute them as separate works. But when you distribute the same sections as part of a whole which is a work based on the Program, the distribution of the whole must be on the terms of this License, whose permissions for other licensees extend to the entire whole, and thus to each and every part regardless of who wrote it.

Thus, it is not the intent of this section to claim rights or contest your rights to work written entirely by you; rather, the intent is to exercise the right to control the distribution of derivative or collective works based on the Program.

In addition, mere aggregation of another work not based on the Program with the Program (or with a work based on the Program) on a volume of a storage or distribution medium does not bring the other work under the scope of this License.

- 2. You may copy and distribute the Program (or a work based on it, under Section 2) in object code or executable form under the terms of Sections 1 and 2 above provided that you also do one of the following:
 - a. Accompany it with the complete corresponding machine-readable source code, which must be distributed under the terms of Sections 1 and 2 above on a medium customarily used for software interchange; or,

Exhibit C Free Software Foundation

- b. Accompany it with a written offer, valid for at least three years, to give any third party, for a charge no more than your cost of physically performing source distribution, a complete machine-readable copy of the corresponding source code, to be distributed under the terms of Sections 1 and 2 above on a medium customarily used for software interchange; or,
- c. Accompany it with the information you received as to the offer to distribute corresponding source code. (This alternative is allowed only for noncommercial distribution and only if you received the program in object code or executable form with such an offer, in accord with Subsection b above.)

The source code for a work means the preferred form of the work for making modifications to it. For an executable work, complete source code means all the source code for all modules it contains, plus any associated interface definition files, plus the scripts used to control compilation and installation of the executable. However, as a special exception, the source code distributed need not include anything that is normally distributed (in either source or binary form) with the major components (compiler, kernel, and so on) of the operating system on which the executable runs, unless that component itself accompanies the executable.

If distribution of executable or object code is made by offering access to copy from a designated place, then offering equivalent access to copy the source code from the same place counts as distribution of the source code, even though third parties are not compelled to copy the source along with the object code.

3. You may not copy, modify, sublicense, or distribute the Program except as expressly provided under this License. Any attempt otherwise to copy, modify, sublicense or distribute the Program is void, and will automatically terminate your rights under this License. However, parties who have received copies, or rights, from you under this License will not have their licenses terminated so long as such parties remain in full compliance.

- 4. You are not required to accept this License, since you have not signed it. However, nothing else grants you permission to modify or distribute the Program or its derivative works. These actions are prohibited by law if you do not accept this License. Therefore, by modifying or distributing the Program (or any work based on the Program), you indicate your acceptance of this License to do so, and all its terms and conditions for copying, distributing or modifying the Program or works based on it.
- 5. Each time you redistribute the Program (or any work based on the Program), the recipient automatically receives a license from the original licensor to copy, distribute or modify the Program subject to these terms and conditions. You may not impose any further restrictions on the recipients' exercise of the rights granted herein. You are not responsible for enforcing compliance by third parties to this License.
- 6. If, as a consequence of a court judgment or allegation of patent infringement or for any other reason (not limited to patent issues), conditions are imposed on you (whether by court order, agreement or otherwise) that contradict the conditions of this License, they do not excuse you from the conditions of this License. If you cannot distribute so as to satisfy simultaneously your obligations under this License and any other pertinent obligations, then as a consequence you may not distribute the Program at all. For example, if a patent license would not permit royalty-free redistribution of the Program by all those who receive copies directly or indirectly through you, then the only way you could satisfy both it and this License would be to refrain entirely from distribution of the Program.

If any portion of this section is held invalid or unenforceable under any particular circumstance, the balance of the section is intended to apply and the section as a whole is intended to apply in other circumstances.

It is not the purpose of this section to induce you to infringe any patents or other property right claims or to contest validity of any such claims; this section has the sole purpose of protecting the integrity of Exhibit C Free Software Foundation

the free software distribution system, which is implemented by public license practices. Many people have made generous contributions to the wide range of software distributed through that system in reliance on consistent application of that system; it is up to the author/donor to decide if he or she is willing to distribute software through any other system and a licensee cannot impose that choice.

This section is intended to make thoroughly clear what is believed to be a consequence of the rest of this License.

- 7. If the distribution and/or use of the Program is restricted in certain countries either by patents or by copyrighted interfaces, the original copyright holder who places the Program under this License may add an explicit geographical distribution limitation excluding those countries, so that distribution is permitted only in or among countries not thus excluded. In such case, this License incorporates the limitation as if written in the body of this License.
- 8. The Free Software Foundation may publish revised and/or new versions of the General Public License from time to time. Such new versions will be similar in spirit to the present version, but may differ in detail to address new problems or concerns.
 - Each version is given a distinguishing version number. If the Program specifies a version number of this License which applies to it and "any later version", you have the option of following the terms and conditions either of that version or of any later version published by the Free Software Foundation. If the Program does not specify a version number of this License, you may choose any version ever published by the Free Software Foundation.
- 9. If you wish to incorporate parts of the Program into other free programs whose distribution conditions are different, write to the author to ask for permission. For software which is copyrighted by the Free Software Foundation, write to the Free Software Foundation; we sometimes make exceptions for this. Our decision will be guided by the two goals of preserving the free status of all derivatives of our free software and of promoting the sharing and reuse of software generally.

NO WARRANTY

- 10. BECAUSE THE PROGRAM IS LICENSED FREE OF CHARGE, THERE IS NO WARRANTY FOR THE PROGRAM, TO THE EXTENT PERMITTED BY APPLICABLE LAW. EXCEPT WHEN OTHERWISE STATED IN WRITING THE COPYRIGHT HOLDERS AND/OR OTHER PARTIES PROVIDE THE PROGRAM "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. THE ENTIRE RISK AS TO THE QUALITY AND PERFORMANCE OF THE PROGRAM IS WITH YOU. SHOULD THE PROGRAM PROVE DEFECTIVE, YOU ASSUME THE COST OF ALL NECESSARY SERVICING, REPAIR OR CORRECTION.
- 11. IN NO EVENT UNLESS REQUIRED BY APPLICABLE LAW OR AGREED TO IN WRITING WILL ANY COPYRIGHT HOLDER, OR ANY OTHER PARTY WHO MAY MODIFY AND/OR REDISTRIBUTE THE PROGRAM AS PERMITTED ABOVE, BE LIABLE TO YOU FOR DAMAGES, INCLUDING ANY GENERAL, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF THE USE OR INABILITY TO USE THE PROGRAM (INCLUDING BUT NOT LIMITED TO LOSS OF DATA OR DATA BEING RENDERED INACCURATE OR LOSSES SUSTAINED BY YOU OR THIRD PARTIES OR A FAILURE OF THE PROGRAM TO OPERATE WITH ANY OTHER PROGRAMS), EVEN IF SUCH HOLDER OR OTHER PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

END OF TERMS AND CONDITIONS

Exhibit C Free Software Foundation

Appendix: How to Apply These Terms to Your New Programs

If you develop a new program, and you want it to be of the greatest possible use to the public, the best way to achieve this is to make it free software which everyone can redistribute and change under these terms.

To do so, attach the following notices to the program. It is safest to attach them to the start of each source file to most effectively convey the exclusion of warranty; and each file should have at least the "copyright" line and a pointer to where the full notice is found.

<one line to give the program's name and a brief idea of what it does.>

Copyright (C) 19yy <name of author>

This program is free software; you can redistribute it and/or modify it under the terms of the GNU General Public License as published by the Free Software Foundation; either version 2 of the License, or (at your option) any later version.

This program is distributed in the hope that it will be useful, but WITHOUT ANY WARRANTY; without even the implied warranty of MERCHANTABILITY or FITNESS FOR A PARTICULAR PURPOSE. See the GNU General Public License for more details.

You should have received a copy of the GNU General Public License along with this program; if not, write to the Free Software Foundation, Inc., 675 Mass Ave, Cambridge, MA 02139, USA.

Also add information on how to contact you by electronic and paper mail. If the program is interactive, make it output a short notice like this when it starts in an interactive mode:

Gnomovision version 69, Copyright (C) 19yy name of author Gnomovision comes with ABSOLUTELY NO WARRANTY; for details type 'show w'. This is free software, and you are welcome to redistribute it under certain conditions; type 'show c' for details.

The hypothetical commands 'show w' and 'show c' should show the appropriate parts of the General Public License. Of course, the commands you use may be called something other than 'show w' and 'show c'; they could even be mouse-clicks or menu items--whatever suits your program.

You should also get your employer (if you work as a programmer) or your school, if any, to sign a "copyright disclaimer" for the program, if necessary. Here is a sample; alter the names: Yoyodyne, Inc., hereby disclaims all copyright interest in the program 'Gnomovision' (which makes passes at compilers) written by James Hacker.

<signature of Ty Coon>, 1 April 1989 Ty Coon, President of Vice

This General Public License does not permit incorporating your program into proprietary programs. If your program is a subroutine library, you may consider it more useful to permit linking proprietary applications with the library. If this is what you want to do, use the GNU Library General Public License instead of this License.

Exhibit D Third Party Source



Intel Source License Agreement/Internal Development and Redistribution of Derived Products

Intel Corporation 5000 W Chandler Blvd., Chandler, AZ 85226

BY USING THIS SOFTWARE, YOU ARE AGREEING TO BE BOUND BY THE TERMS OF THIS AGREEMENT. DO NOT USE THIS SOFTWARE UNTIL YOU HAVE CAREFULLY READ AND AGREED TO THE FOLLOWING TERMS AND CONDITIONS. IF YOU DO NOT AGREE TO THE TERMS OF THIS AGREEMENT, YOU MAY RETURN THE SOFTWARE AND ANY ACCOMPANYING ITEMS.

IF YOU USE THIS SOFTWARE, YOU WILL BE BOUND BY THE TERMS OF THIS AGREEMENT

Definitions

Source Code means the source code for the enclosed Licensed

Program supplied to you by Intel.

Licensed Program means the object code for the enclosed software

programs.

License

Intel grants you the right to use the Source Code for internal development purposes only.

You may modify Source Code and merge portions of the Source Code into your software program material for internal development purposes only. Programs which incorporate any portion of Source Code are Derivative Source Programs. Neither Source Code nor a Derivative Source Program may be assigned, subleased, leased, transferred, distributed or in any other way made available to any other individual, corporation, or other entity without the prior written consent of Intel.

Intel also grants you the right to reproduce and distribute the Licensed Program and object code generated from Derivative Source Programs ("Software") provided (i) you distribute Software as a part of your software product, (ii) you distribute Software under terms and conditions which are no less restrictive than those set forth in Exhibit B of the i960 Processor Tools License Guide, and (iii) you agree to indemnify, hold harmless, and defend Intel against any claims or lawsuits that arise from the use or distribution of the Software and/or your software product.

You may:

- 1. Copy and modify the Source Code solely for internal development purposes;
- 2. Distribute the Licensed Program or object code generated form Derivative Source Programs only as provided in this Agreement.

Restrictions - You Will Not:

- 1. Sublicense the Source Code or Derivative Source Programs;
- 2. Use, copy, modify, rent, sell, transfer or distribute the Source Code, Derivative Source Programs or Licensed Program or any portion thereof except as provided in this Agreement.

Exhibit D Third Party Source

Warranty

If you purchased the software from Intel and Intel has provided it to you on physical media, Intel warrants that the media on which the Source Code and Licensed Program are furnished will be free from defects in material and workmanship under normal use for a period of ninety (90) days from the date of purchase. Intel's entire liability and your exclusive remedy shall be the replacement of the Source Code and Licensed Program if the media on which the Source Code and Licensed Program are furnished proves to be defective. This warranty is void if the media defect has resulted from accident, abuse, or misapplication. Any replacement of media will be warranted for the remainder of the original warranty period or thirty (30) days, whichever is longer.

Disclaimer of Warranty

Except as provided above, the Source Code and Licensed Program are provided "AS IS" without warranty of any kind. INTEL AND ITS VENDORS SPECIFICALLY DISCLAIM THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND ANY WARRANTY AGAINST INFRINGEMENT OF ANY INTELLECTUAL PROPERTY RIGHT OF A THIRD PARTY.

Limitation of Liability

NEITHER INTEL NOR ITS VENDORS SHALL BE LIABLE FOR ANY LOSS OF PROFITS, LOSS OF USE, LOSS OF DATA, INTERRUPTION OF BUSINESS, INDIRECT, INCIDENTAL, CONSEQUENTIAL OR SPECIAL DAMAGES OF ANY KIND, WHETHER UNDER THIS AGREEMENT OR OTHERWISE, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.



Protection and Security

You acknowledge that Source Code is a trade secret of Intel or its vendors. You agree not to disclose or otherwise make Source Code or Derivative Source Programs available in whole or in part, in any form, to any person other than your employees who have a specific need for access to Source Code or Derivative Source Programs. You agree to instruct each such employee on his/her obligations with respect to use, copying, protection, and security of Source Code and Derivative Source Programs. The obligations of this paragraph are to remain in effect until such time as Source Code becomes publicly known, through no act or failure to act on your part.

Assignment, Sale or Transfer

You may not assign, sublicense, or otherwise transfer this Agreement or any right or obligation hereunder without Intel's prior written consent.

Termination

You may terminate this Agreement and the licenses granted herein at any time.

Intel may terminate this Agreement and any licenses granted herein at any time if you are in breach of any of its terms. Such termination shall not prejudice Intel's right to damages or any other remedy available at law or equity.

Upon termination of the Agreement, you will immediately return all copies, in whole or in part, of the Source Code, Derivative Source Program and Licensed Program to Intel or destroy the original and all copies of the Source Code, Derivative Source Program and Licensed Program and certify to Intel that they have been destroyed.

Exhibit D Third Party Source

Ownership of Source Code

Title to Source Code, Derivative Source Programs, and the Licensed Program and all copies, in whole or in part, remains with Intel or its vendors. Source Code, Derivative Source Programs and the Licensed Program are copyrighted and are protected by United States copyright laws and international treaty provisions. You will not remove the copyright notice from the Source Code, Derivative Source Programs or the Licensed Program.

Audit

Intel reserves the right to conduct or have conducted audits to verify your compliance with this Agreement.

Export Control

You agree that your distribution and any export/re-export of the Licensed Program or object code generated from the Source Code or Derivative Source Programs will be in compliance with U.S. laws, including the laws, regulations, orders or other restrictions of the U.S. Export Administration Regulations.

U.S. Government Restricted Rights

The Source Code and Licensed Program 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 FAR52.227-14 and DFAR252.227-7013 et seq or its successor.

Applicable Law

This Agreement is governed by the laws of the State of California and the United States, including patent and copyright laws. Any claim arising out of this Agreement will be brought in Santa Clara County, California.