



LSI CORPORATION STORLIB SOURCE CODE LICENSE AGREEMENT
(With Limited Distribution of Storlib Binary Code)

THIS STORLIB SOURCE CODE LICENSE AGREEMENT ("Agreement"), effective as of November 18, 2013 ("Effective Date"), is entered into by and between LSI Corporation, a Delaware corporation, d/b/a LSI Logic Corporation in PA and TX and LSI Corporation, a Delaware Corporation in OR, having its principal place of business at 1320 Ridder Park Drive, San Jose, California 95131, on behalf of itself and its Affiliates OH, OR, PA, TX, and VA as LSI Corporation with a place of business at 1621 Barber Lane, Milpitas, California 95035 ("LSI") and Intel Corporation, a Delaware Corporation, with a place of business at 2200 Mission College Boulevard, Santa Clara, CA 95054-1549 ("Licensee").

BACKGROUND

WHEREAS, LSI and Licensee desire to establish the terms and conditions of such limited license.

AGREEMENT

NOW, THEREFORE, the parties agree as follows:

1. DEFINITIONS

1.1 "Confidential Information" means the LSI Source Code and any discussions between the parties regarding the LSI Source Code, Storlib Binary Code, and Licensee created Derivative Works and the terms and conditions and existence of the Agreement.

1.2 "Derivative Work" 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) any other modifications to materials licensed here.

1.3 "LSI Device(s)" means LSI controller products, including but not limited to, 3GB, 6GB, and 12GB controllers.

1.4 "Intellectual Property Rights" means (by whatever name or term known or designated) including but not limited to 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.

1.5 "LSI Storlib Source Code" means the LSI Storlib source code (not including the Storlib Bundle), including but not limited to the human readable software, hardware design files, header files, and documentation, as well as all other information and know-how relating to the Storlib Source Code.

1.6 "LSI Storlib Binary Code" means the binary executable version of the LSI Storlib Source Code.

1.7 "Purpose" means to permit Licensee only to internally use the LSI Storlib Source Code, Storlib Test Source Code, Storlib Test Tool to: i) develop an interface between the LSI Devices and non-LSI products, and ii) support follow-on versions of the LSI Devices, to ensure compatibility, correct defects, or provide bug fixes, including testing Storlib APIs, in accordance with the licenses granted, and iii) create Derivative Works as detailed hereunder, and for no other purpose. The interface will allow for direct access to LSI Device information including

environmental information and monitoring data.

1.8 "Affiliates" means, in relation to either party, any entity which: (a) is owned 50% or more by that party; (b) owns 50% or more of that party; or (c) directly or indirectly, through one or more intermediaries, controls, is controlled by, or is under common control with that party.

1.9 "Storlib Bundle" means collectively the items referenced in Exhibit A, as fully incorporated herein by reference, including but not limited to, Storlib APIs, Storlib Testing Tool, and Storlib Test Source Code.

2.0 "Intel Contractor" means Licensee's employees and consultants with a need to know the Confidential Information referenced in this Agreement, who are under written obligations with Licensee regarding the protection of confidential information, including third party confidential information.

2. LIMITED LICENSE GRANT

2.1 License Grant to LSI Storlib Source Code, Storlib Test Source Code, and Storlib Testing Tool. LSI hereby grants and Licensee accepts, subject to this Agreement, a non-transferable, non-exclusive, irrevocable (subject to termination rights in Section 9.3), royalty-free, limited license to internally reproduce, use, execute, display, and perform the LSI Storlib Source Code, Storlib Test Source Code, and Storlib Testing Tool and develop Derivative Works of LSI Storlib Source Code and Storlib Test Source Code only during the Term, and solely for the Purpose.

2.1.J License Grant to Use and Distribute Derivative Works Created by Licensee

(a) LSI hereby grants and Licensee accepts, subject to this Agreement, a non-transferable, non-exclusive, irrevocable (subject to the termination rights in Section 9.3), royalty-free, limited license to use, execute, display, perform, export, and distribute through multiple channels the Derivative Works of the LSI Storlib Source Code and Storlib Test Source Code created pursuant to this Agreement by Licensee in binary format only, so long as such Derivative Works are distributed with terms at least as restrictive as the terms of this Agreement.

(b) License Grant to LSI Storlib Binary Code. LSI hereby grants and Licensee accepts, subject to this Agreement, a non-transferable, non-exclusive, irrevocable (subject to the termination rights in Section 9.3), royalty free, limited license to use, execute, display, perform, export, and distribute through multiple channels the LSI Storlib Binary Code, as included with or in connection with Licensee's products, so long as the LSI Storlib Binary Code is distributed with terms at least as restrictive as the terms of this Agreement.

(c) License Grant to Storlib APIs. LSI hereby grants and Licensee accepts, subject to this Agreement, a non-transferable, non-exclusive, irrevocable (subject to the termination rights in Section 9.3), royalty-free, limited license to use, execute, display, perform, export, and distribute through multiple channels the Storlib APIs, as included with or in connection with Licensee's product, so long as the Storlib APIs are distributed with terms at least as restrictive as the terms of this Agreement.

2.1.2 Restrictions. The licenses granted in Section 2 are subject to the following restrictions: (a) Licensee shall reproduce all copyright notices and other proprietary markings or legends contained within or on the LSI Storlib Source Code, LSI Storlib Binary Code, and Storlib Bundle; and (b) Licensee shall not have the right to copy or to sublicense, distribute or permit any other persons or parties, except for Intel Contractors, to use, the LSI Storlib Source Code, Storlib Testing Tool, or Storlib Test Source Code, unless otherwise agreed to herein.

2.1.3 LSI is under no obligation to support the LSI Storlib Source Code, LSI Storlib Binary Code, Storlib Bundle, updates, upgrades, or any Derivative Works. Licensee is solely responsible to its customers for any update or support obligation or other liability which may arise from the distribution of the Derivative Works created by Licensee, provided that Licensee will have no liability to a third party with respect to the unmodified LSI Storlib Source Code, LSI Storlib Binary Code, or Storlib Bundle items. Licensee shall not make any statement that its Derivative Works are "certified," or that performance is guaranteed or supported by LSI.

2.2 No Implied Licenses. Except for the express and Limited Purpose licenses granted herein, 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. CONFIDENTIALITY

3.1 During performance of this Agreement, the parties may disclose Confidential Information. Confidential Information provided under this Agreement in tangible form shall be clearly marked as proprietary and if provided orally will be considered proprietary, if the disclosing party identifies it as proprietary at the time of oral disclosure. Confidential Information shall also include Confidential Information which would reasonably be understood to be confidential and/or proprietary during the performance of this Agreement.

3.2 All Confidential Information disclosed to the receiving party hereunder shall be treated by the receiving party as the Confidential Information of the disclosing party pursuant to the terms of the Corporate Non Disclosure Agreement ("CNDA") number t972371, except to the extent there is a conflict or difference in the terms stated in this Agreement, then the terms of this Agreement shall prevail over the CNDA terms.

3.3 The disclosing party makes no warranty as to the accuracy of any Confidential Information and Confidential Information is furnished "AS IS" with all faults. Notwithstanding, the parties agree that the LSI Storlib Source Code is Confidential Information of LSI and shall remain Confidential Information for twenty (20) years from the date of disclosure. Except as set forth in this Agreement, Licensee shall not disclose the LSI Storlib Source Code to any third party without the express written consent of LSI. Upon twenty (20) years from the date of disclosure, or sooner pursuant to the termination provisions in Section 8, Licensee shall either return the LSI Storlib Source Code and destroy any copies, or certify destruction of all copies to LSI.

4. OWNERSHIP

LSI retains all right, title and interest it has in and to the LSI Storlib Source Code, LSI Storlib Binary Code, and Storlib Bundle and any Derivative Works thereof created by LSI, including the Intellectual Property Rights therein, subject to the licenses granted herein. Subject to LSI's underlying ownership rights in the LSI Storlib Source Code, LSI Storlib Binary Code, and Storlib Bundle and the terms of this Agreement, Licensee retains all right, title and interest in and to any Derivative Works it creates.

5. LICENSE FEES: None

6. WARRANTY AND WARRANTY DISCLAIMERS

6.1 LSI hereby represents and warrants that it or its licensors have all right, title and interest in and to the LSI Storlib Source Code, Storlib APIs, Storlib Test Source Code, Storlib Test Tool necessary to enter into this Agreement and to grant to Licensee the license rights set forth herein.

6.2 THE PARTIES AGREE THAT LSI FURNISHES THE LSI STORLIB SOURCE CODE, LSI STORLIB BINARY CODE, AND STORLIB BUNDLE 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 WILL NOT BE LIABLE FOR ANY ERROR, OMISSION, DEFECT, DEFICIENCY, OR NONCONFORMITY IN THE LSI STORLIB SOURCE CODE, LSI STORLIB BINARY CODE, STORLIB BUNDLE, OR LICENSEE'S CREATED DERIVATIVE WORKS.

6.3 LSI DISCLAIMS ANY AND ALL LIABILITY IN CONNECTION WITH LICENSEE'S USE OF THE LSI SOURCE STORLIB CODE, LSI STORLIB BINARY CODE, OR STORLIB BUNDLE IN ANY MEDICAL, NUCLEAR, AVIATION, NAVIGATION, MILITARY, OR OTHER HIGH RISK DEVICE OR APPLICATION. LSI DISCLAIMS ANY AND ALL LIABILITY IN CONNECTION WITH LICENSEE'S CREATED DERIVATIVE

WORKS PURSUANT TO THIS AGREEMENT.

6.4 THE PARTIES AGREE THAT AS BETWEEN THE PARTIES ANY DERIVATIVE WORKS CREATED BY LICENSEE PURSUANT TO THIS AGREEMENT ARE "AS IS,"UNSUPPORTED, WITHOUT WARRANTY OF ANY KIND. LICENSEE 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. LICENSEE SHALL NOT BE LIABLE FOR ANY ERROR, OMISSION, DEFECT, DEFICIENCY, OR NONCONFORMITY IN THE LICENSEE DERIVATIVE WORKS.

7. INTENTIONALLY LEFT BLANK

8. LIMITATION OF LIABILITY

IN NO EVENT WILL EITHER PARTY BE LIABLE TO THE OTHER FOR ANY SPECIAL, INDIRECT, PUNITIVE, INCIDENTAL OR CONSEQUENTIAL DAMAGES (INCLUDING, WITHOUT LIMITATION, LOSS OF PROFITS), CAUSED BY ANY BREACH BY LSI OF ITS OBLIGATIONS ARISING OUT OF OR RELATING TO THIS AGREEMENT, REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT OR IN TORT (INCLUDING NEGLIGENCE) .EVEN IF THE PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THIS LIMITATION IS A MATERIAL CONDITION TO EITHER PARTY ENTERING INTO THIS AGREEMENT.

THE TOTAL LIABILITY OF LSI, ITS EMPLOYEES, OR AFFILIATES UNDER THIS AGREEMENT FOR ANY DAMAGES RELATING TO THIS AGREEMENT SHALL BE LIMITED TO ONE HUNDRED (\$100.00) US DOLLARS.

9. TERM AND TERMINATION

9.1 Term. This Agreement shall commence on the Effective Date and remain in full force until terminated in accordance with this Section.

9.3 Termination for Cause.

9.3.1 Material Breach. Either party may terminate this Agreement upon written notice if the other party materially breaches this Agreement and fails to cure such breach within forty-five (45) days after receiving written notice of such breach from the non-defaulting party.

9.3.2 Cessation of Business. Either party may terminate this Agreement upon written notice in the event the other party ceases to conduct business in the normal course, becomes insolvent, enters into suspension of payments, moratorium, reorganization or bankruptcy, makes a general assignment for the benefit of creditors, admits in writing its inability to pay debts as they mature, suffers or permits the appointment of a receiver for its business or assets, or avails itself of or becomes subject to any other judicial or administrative proceeding that relates to insolvency or protection of creditors' rights.

9.4 Return of Confidential Information. Upon expiration or termination of this Agreement for any reason, Licensee agrees to promptly return to LSI or, at LSI's request, destroy and certify in writing the destruction of all LSI Confidential Information furnished to Licensee under this Agreement only, including but not limited to the LSI Storlib Source Code, LSI Storlib Binary Code, and the Storlib Bundle. Notwithstanding, any Derivative Works, LSI Storlib Binary Code or Storlib APIs licensed prior to the effective termination date of this Agreement remain licensed and Licensee may continue to distribute to third parties such foregoing code for a period of one (1) year from the effective termination date for use by third parties with any Licensee products. Licensee may retain an archival copy of the LSI Storlib Binary Code and Storlib Bundle to support Licensee products after termination, subject to the confidentiality obligations in this Agreement. In the event of termination prior to twenty (20) years from the date of disclosure of the LSI Storlib Source Code and Licensee needs to retain an archival copy of the LSI Storlib Source Code for purposes of supporting its products, Licensee may retain the code only up to the twenty (20)

years from the date of original disclosure and then Licensee either return the LSI Storlib Source Code and destroy any copies, or certify destruction of all copies to LSI.

9.5 Survival. In the event of expiration or termination of this Agreement for any reason, the following sections of this Agreement shall survive: 1, 2.2, 3, 4, 6, 7, 8, 9.5, and 10. In addition, the license grants set forth in Section 2.1.1 above shall survive any expiration or termination with respect to any Storlib Binary Code made publicly available by Licensee prior to the effective date of such expiration or termination. Termination will not prejudice either party to require performance of any obligation due at the time of termination.

10. GENERAL PROVISIONS

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 New York without reference to its conflicts of law principles, and the parties agree to exclusive jurisdiction by the courts of the State of New York.

10.3 INTENTIONALLY LEFT BLANK.

10.4 Export Control. Both parties shall follow all export control laws and regulations relating to the LSI Source Code and Storlib Binary Code. LSI agrees to provide Licensee with export classification information about the LSI Source Code and Storlib Binary Code.

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 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.

If to LSI:

1320 Ridder Park Drive
San Jose, CA 95131 Attn: General Counsel Legal Department
Facsimile: (408) 4337770

If to Licensee:

2200 Mission College Boulevard Santa Clara, CA 95054-1549 Attn: General Counsel

cc: NSG Counsel

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.

9.9 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.

9.10 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.

9.11 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.

10. Each party agrees that the facsimile, email, or other electronic version of its original signature is effective as an original executed version, as if the original was sent to the other party. This Agreement may be executed in multiple counterparts, each of which shall be an original and together shall constitute one single original.

IN WITNESS WHEREOF, the parties have caused this Agreement to be signed by their duly authorized representatives as of the Effective Date.

LSI CORPORATION

By1\

Name: f\ t\ A \- P.vJ ,0, Title: 1) i<h::LIUa.. u\:: Y\<?t.A::i>-J-b Date:

Approved by LSI Legal Department

By: Lisa Dettling 1/24/2013

Date: _____

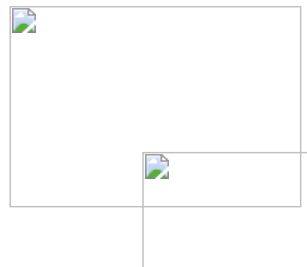


Exhibit A Storlib Bundle

5.6 StoreLib (API) Channel Release - 03/15/13 (File name 5.6_StoreHb_test-src_031513.7z), and any updates or follow on versions or releases of the APIs, source code and binary code contained therein, including but not limited to the following (collectively referred to as the "Storlib Dundle"):

1. Storlib APIs and binary code (collectively referred to as "Storlib APIs"): StoreLib MegaRAID API
StoreLibIR API for use with LSI 3Gb HBAs devices
StoreLibIR2 API for use with LSI 6Gb HBAs & WarpDrive devices
2. Storlib Testing Tool (binary format)
3. StorelibTesi Source Code (source code of the Storlib Testing Tool)

