



# **Mellanox Firmware Tool (MFT)**

## **Software:**

## **End-User Agreement**

PLEASE READ THE FOLLOWING TERMS AND CONDITIONS OF THIS MELLANOX END USER LICENSE AGREEMENT (THIS “**AGREEMENT**”) BEFORE INSTALLING OR USING THE MELLANOX SOFTWARE. THE MELLANOX SOFTWARE, WHICH INCLUDES ALL COMPUTER SOFTWARE IN BINARY FORM THAT IS DELIVERED TO LICENSEE, GENERALLY DESCRIBED AS THE MELLANOX FIRMWARE TOOL (MFT) SOFTWARE, AND ALL INTELLECTUAL PROPERTY RIGHTS THEREIN OR THERETO AND ANY ASSOCIATED MEDIA AND PRINTED MATERIALS, AND ANY “ONLINE” OR ELECTRONIC DOCUMENTATION, IS REFERRED TO HEREIN AS THE “**SOFTWARE**”. INSTALLATION OR USAGE OF THE SOFTWARE INDICATES YOUR ACCEPTANCE OF THE TERMS OF THIS AGREEMENT, AND CREATES A LEGAL AND BINDING AGREEMENT BETWEEN YOU (EITHER AN INDIVIDUAL OR AN ENTITY) (“YOU” OR “LICENSEE”) AND MELLANOX TECHNOLOGIES LTD. AND ITS AFFILIATES (“**MELLANOX**”). IF YOU DO NOT AGREE WITH THE TERMS AND CONDITIONS OF THIS AGREEMENT, YOU SHALL NOT USE OR COPY THIS SOFTWARE PRODUCT AND YOU MUST PROMPTLY RETURN THIS PACKAGE TO MELLANOX.

### **1. General**

Each copy of the Software is intended for use only in conjunction with Mellanox’s hardware products (“Mellanox Products”) and is subject to the terms of this Agreement.

### **2. Grant of License**

Subject to the terms and conditions of this Agreement, Mellanox grants you a personal, non-exclusive, non-transferable license to use, view, copy, print, and distribute software and accompanying documentation subject to the following conditions:

- (i) The Software and any accompanying documentation may be used solely to support Mellanox Products;
- (ii) You may distribute the Software and accompanying documentation solely as integrated with or installed on Your products that incorporate the Mellanox Products.

### **3. Restrictions; License Back**

Except as expressly authorized herein, You are prohibited from and shall not cause or permit any: (1) copying or modification of the Software or documentation; (2) creating derivative works based on all or any portion of the Software; (3) removal or modification of any notice of any patent, copyright, trademark or other proprietary rights that appear on or in the Software; (4) reverse engineering, decompilation, translation, disassembly or discovery of the source code of all or any portion of the Software provided in binary form; or (5) distributed, republished or otherwise exploited in any form or by any means for any purpose without the prior written permission of Mellanox.

Notwithstanding the foregoing, you may, upon Mellanox written consent, modify the Software to eliminate bugs, facilitate porting of the software to a given platform, or to achieve any other purpose approved in writing by Mellanox.

You agree to provide Mellanox with any such modifications, including improvements, within thirty (30) days of Mellanox’ request for such modifications and improvements. You hereby grant to Mellanox a non-exclusive, fully paid-up, royalty-free, worldwide license to use and distribute any such modifications and improvement without restrictions.



#### **4. NO WARRANTY**

- 4.1 MELLANOX FURNISHES THE SOFTWARE AND THE DOCUMENTATION TO YOU "AS IS," UNSUPPORTED, WITHOUT WARRANTY OF ANY KIND. MELLANOX DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, AND THOSE ARISING FROM A COURSE OF PERFORMANCE, A COURSE OF DEALING OR TRADE USAGE. MELLANOX SHALL NOT BE LIABLE FOR ANY ERROR, OMISSION, DEFECT, DEFICIENCY OR NONCONFORMITY IN THE SOFTWARE, THE DOCUMENTATION OR THE EXPLANATORY MATERIALS.
- 4.2 Without limiting the foregoing, the Software provided under this Agreement may be distributed with certain freeware, open source or other third party components ("Open Source Software") which, if included, are provided pursuant to the terms of the applicable Open Source License governing its use and distribution. Please see the links provided in the Third Party Free Software Rights Notice for such Open Source License terms. MELLANOX THEREFORE PROVIDES SUCH OPEN SOURCE SOFTWARE ON AN "AS IS" BASIS WITHOUT ANY WARRANTY WHATSOEVER AND HEREBY EXPRESSLY DISCLAIMS WITH RESPECT TO ANY OPEN SOURCE SOFTWARE AND TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW: (A) ALL WARRANTIES, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING WITHOUT LIMITATION THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT; AND (B) ALL LIABILITY FOR DIRECT, INDIRECT, INCIDENTAL, SPECIAL, COVER, PUNITIVE, EXEMPLARY OR CONSEQUENTIAL DAMAGES, INCLUDING WITHOUT LIMITATION LOST DATA OR LOST PROFITS, HOWEVER ARISING, WHETHER BASED IN CONTRACT, TORT, OR ANY OTHER LEGAL THEORY, EVEN WHERE ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

#### **5. Limitation of Liability**

IN NO EVENT SHALL MELLANOX BE RESPONSIBLE OR LIABLE FOR ANY SPECIAL, INCIDENTAL, CONSEQUENTIAL, PUNITIVE OR ANY OTHER INDIRECT OR DIRECT DAMAGES, INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF BUSINESS PROFITS, BUSINESS INTERRUPTION, LOSS OF BUSINESS INFORMATION, NEGLIGENCE OR ANY OTHER PECUNIARY LOSS HOWEVER CAUSED AND REGARDLESS OF THE THEORY OF LIABILITY ARISING FROM THE USE OF, OR INABILITY TO USE, THE SOFTWARE OR RELATED COMPONENTS OR DOCUMENTATION, EVEN IF MELLANOX OR ITS SUPPLIERS, RESELLERS, OR DISTRIBUTORS HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

#### **6. Qualifications and Limitations Basis of Bargain**

The limited warranty, exclusive remedies and limited liability provisions set forth herein are fundamental elements of the basis of the Agreement between Mellanox and you, and you accept and confirm that Mellanox would not be able to provide the Software Product on an economic basis without such limitations.

#### **7. Term; Termination**

This Agreement is effective upon installation or use of the Software and shall continue until terminated. This Agreement shall automatically terminate upon your breach of sections 1, 2 or 3. Without prejudice to any other rights, Mellanox may terminate this Agreement if you fail to comply with any other terms and conditions of this Agreement. In the event of termination, you must destroy all copies of the Software and all of its components parts. Sections 3, 4, 5, and 8, through 12 will survive termination of this Agreement for any reason.

#### **8. Title; Trademarks**

- 8.1 Except as specifically permitted herein, no portion of the Software, including but not limited to object code and source code, the documentation and any other printed materials accompanying the Software, may be reproduced, modified, distributed, republished or otherwise exploited in any form or by any means for any purpose without the prior written permission of Mellanox.



- 8.2 Subject to section 8.4 below, all rights and title in and to the Software, the documentation and any change, enhancement, addition, correction, modification and/or derivative work of the Software Product, whether made by Mellanox or by you, are owned exclusively by Mellanox. The Software Product is protected by copyright laws and international treaty provisions.
- 8.3 The name Mellanox, MFT and all other trademarks, service marks, trade names, and logos of Mellanox are owned by Mellanox, and may not be used in connection with any product or service that is not Mellanox' without the prior written consent of Mellanox. All other trademarks, service marks, trade names, or logos cited herein are the property of their respective owners.
- 8.4 This Software Product operates or interfaces with certain third party free software programs, the details, and the limitations applying to the use, of which, are set forth in the **"Third Party Free Software Rights Notice"** attached hereto. If you wish to obtain source code pursuant to GPL or LGPL licenses for the items listed in the attached, please contact Mellanox at the address detailed at: [http://www.mellanox.com/content/pages.php?pg=support\\_index](http://www.mellanox.com/content/pages.php?pg=support_index).

## 9. Ownership

MELLANOX retains all title, ownership, interests and intellectual property rights in and to the Software and documentation and deems the Software and the documentation to be confidential information. To the extent the Software contains any materials licensed from third parties, third party suppliers may own such licensed materials. MELLANOX retains all rights not expressly granted to Licensee in this Agreement. Licensee agrees to protect and maintain the confidentiality of the Software, and not to disclose the Software to any third parties except as expressly permitted in this Agreement. Licensee acknowledges that its breach of confidentiality shall cause MELLANOX irreparable injury and entitle MELLANOX to obtain equitable relief, in addition to all other remedies available to it. Licensee further acknowledges that Licensee is acquiring only a limited license to use the Software and not any title to or ownership of the Software or any part thereof and that the Software is proprietary to and copyrighted by MELLANOX. MELLANOX SOFTWARE IS COPYRIGHTED AND LICENSED, NOT SOLD.

## 10. Product Support

Product support for the Software Product is provided by Mellanox or its authorized agents under a separate agreement, in accordance with Mellanox' standard support and maintenance terms and conditions. For product support, please refer to Mellanox support number provided in the documentation.

## 11. Governing Law and Jurisdiction

This Agreement shall be construed and governed in accordance with the laws of the State of Israel, regardless of its conflict of laws rules, and the competent courts in Tel Aviv, Israel shall have permissive jurisdiction over any dispute under this Agreement or otherwise related to the Software Product.

## 12. Entire Agreement

This agreement is the complete and exclusive agreement between you and Mellanox, and it supersedes any prior proposal, representation or understanding between the parties, oral or written, and any other communication relating to the subject matter of this agreement.

## Mellanox Firmware Tool Software: Third Party Free Software Rights Notice

Mellanox Software includes the following open source/ freeware that are subject to specific license conditions listed therein:

Component	Version	Home Page	License	Linking
Boost	Generic	<a href="http://www.boost.org/users/license.html">http://www.boost.org/users/license.html</a>	BSD	Static
csvparser	Generic	<a href="http://github.com/ChristophGr/csvparser/">http://github.com/ChristophGr/csvparser/</a>	BSD 2-clause "Simplified" License	Dynamic
curl	7.37.0	<a href="http://curl.haxx.se/docs/copyright.html">http://curl.haxx.se/docs/copyright.html</a>	MIT License	Static
i2c-lcdd	Generic	<a href="http://github.com/hugovincnet/i2c-lcdd/">http://github.com/hugovincnet/i2c-lcdd/</a>	GPL 2.0	Static - Linux userspace
iniparser	Generic	<a href="http://github.com/ndevilla/iniparser/">http://github.com/ndevilla/iniparser/</a>	MIT License	Dynamic
json-cpp	Generic	<a href="http://sourceforge.net/projects/soncpp/">http://sourceforge.net/projects/soncpp/</a>	Public Domain	Dynamic
LSE/OS nano-kernel	Generic	<a href="http://sourceforge.net/projects/lseos/">http://sourceforge.net/projects/lseos/</a>	BSD 3-clause "New" or "Revised" License	Dynamic
Minizip	Generic	<a href="http://www.winimage.com/zLibDll/minizip.html">http://www.winimage.com/zLibDll/minizip.html</a>	zlib License	Dynamic
OpenFabrics Enterprise Distribution - OFED	1.5.4-rc1	<a href="http://www.openfabrics.org/">http://www.openfabrics.org/</a>	BSD 2.0	Dynamic
Open SSL	Generic	<a href="https://www.openssl.org/source/license.html">https://www.openssl.org/source/license.html</a>	BSD 3-clause "New" or "Revised" License	Dynamic
Tcl/Tk	Generic	<a href="http://tcl.sourceforge.net/">http://tcl.sourceforge.net/</a>	TCL/TK License	Dynamic
uthash	1.9.3	<a href="http://sourceforge.net/projects/uthash/">http://sourceforge.net/projects/uthash/</a>	MIT License	Dynamic
xz-embedded	Generic	<a href="http://github.com/nobled/xz-embedded/">http://github.com/nobled/xz-embedded/</a>	Public Domain	Dynamic
yi01lib	Generic	<a href="http://code.google.com/p/yi01lib/">http://code.google.com/p/yi01lib/</a>	MIT License	Dynamic
zlib	Generic	<a href="http://www.zlib.net">http://www.zlib.net</a>	zlib License	Dynamic