

## **MinnowBoard MAX UEFI Development Kit (MB-UDK)**

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- 1.4 “MBM-UDK Libraries” means the core library services offered in the MinnowBoard MAX UEFI Development Kit.
- 1.5 “Boot Loader” means a device and use-case-specific firmware program a computer’s processor uses to get the computer system started after power-on, with some basic hardware initialization, until handoff to the operating system.
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- 1.13 "DXE Foundation Code" means the foundational Driver Execution Environment code that provides the standard function and services that are available to the DXE Drivers.
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- 1.18 "Object Code" means the binary version of the Source Code, including all computer programming code, entirely in binary form, which is directly executable by a computer and includes those help, message, overlay, and other files necessary for supporting the intended use of the executable code.
- 1.19 "PEI Foundation Code" means Pre-extensible firmware interface ("PEFI") initialization foundation code, which performs basic hardware initialization in order to load and execute the DXE Foundation Code.
- 1.20 "PEI Modules" means PEFI initialization modules, which are code modules that perform basic environmental set up prior to initialization of DXE Foundation Code.
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1.25 "UDK2014" means the Intel® UEFI Development Kit 2014 (Intel® UDK2014), which is an openly available implementation of the UEFI framework provided by Intel under BSD License terms.

1.26 "UEFI" means the Unified Extensible Firmware Interface, which is an industry standard detailing an interface that helps hand off control of the system for the pre-boot environment (i.e., after the system is powered on, but before the operating system starts) to an operating system.

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10.1 Any dispute arising directly under the express terms of this Agreement or the grounds for termination of any rights granted under this Agreement will be resolved as follows: First, within forty five (45) days from one party's written request to the other, senior executives of both parties will meet to attempt to resolve the dispute. If the senior executives cannot resolve the dispute, either party may then make a written demand for formal dispute resolution by tendering to the other party notice of the dispute and its intent to invoke the terms of this Section 10.1. The parties agree to meet within ninety (90) days of the demand with an impartial mediator selected by mutual agreement to participate in a one-day, non-binding mediation. In the event the parties cannot agree on a mediator, they will each select one nominator, who will not at that time be employed by either party, and the two nominators will agree on and appoint the mediator. If the parties have not resolved the dispute or claim within thirty (30) days after the one-day, non-binding mediation, either party may begin litigation proceedings.

10.2 This is the complete and exclusive Agreement between the parties relating to this subject matter. No amendment will be effective unless in writing signed by authorized representatives of both parties.

10.3 The terms and conditions stated in the Agreement are declared to be severable. If any paragraph, provision, or clause in this Agreement will be found or be held to be invalid or unenforceable in any jurisdiction in which this Agreement is being performed, the remainder of this Agreement will be valid and enforceable and the

parties will use good faith to negotiate a substitute, valid and enforceable provision which most nearly effects the parties' intent in entering into this Agreement.

- 10.4 Any claim arising under or relating to this Agreement, will be governed by the laws of the State of Delaware, excluding its conflicts of laws provisions. The parties agree that all disputes and litigation regarding the above defined claims will be subject to the exclusive jurisdiction of the courts of the State of Delaware or of the Federal courts sitting in Delaware.

**[END OF GENERAL TERMS AND CONDITIONS]**

**EXHIBIT A**

**SUPPORTED PLATFORMS**

List of supported platforms with which the MB-UDK may be used:

BayTrail-I	Atom	E3825, E3845, E3815,
E38xx		E3826, E3827

**EXHIBIT B**  
**MINIMUM OBJECT CODE**  
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