

**INTEL® PARTNER ALLIANCE
TERMS AND CONDITIONS**

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If you are granted membership into the Intel® Partner Alliance program (“**Program**”), these terms and conditions including the appendices, guidelines and any additional documentation expressly referenced herein (collectively, the “**Terms and Conditions**”) form a legal agreement between Intel Corporation and its subsidiaries (“**Intel**”), and You. “**You**” refers to you or your employer or other legal entity (including its subsidiaries) for whose benefit you act, as applicable.

If You are agreeing to these Terms and Conditions on behalf of a company or other legal entity, You represent and warrant to Intel that You have the legal authority to bind that legal entity to these Terms and Conditions, in which case, "You" or "Your" will be in reference to such legal entity.

Please read these Terms and Conditions carefully. If You agree to these Terms and Conditions, click “I ACCEPT”.

Your acceptance of these Terms and Conditions does not obligate Intel to accept You into the Program. However, to be eligible for participation in the Program, You must complete a registration form, accept these Terms and Conditions and meet all applicable membership qualifications. If accepted into the Program, Intel will send You a notification informing You of such acceptance.

1. DEFINITIONS

- 1.1. “**Authorized Supplier**” means those Intel approved entities, which distribute or otherwise sell genuine Intel products or finished systems containing genuine Intel products, including Intel® Authorized Distributors, Intel® Approved Suppliers, and certain original design manufacturers, original equipment manufacturers or channel resellers as identified by Intel via the Program website or in writing.
- 1.2. “**Effective Date**” means the date on which Intel provides You written notification of Your acceptance as a member of the Program.

- 1.3. "**Product(s)**" means genuine Intel products or finished systems containing genuine Intel products such as personal computers, server systems, or embedded compute applications.
- 1.4. "**Sales Out**" means any reported Product sales by Authorized Suppliers or other third-party data sources to Intel.
- 1.5. "**Program Benefits**" means the Program benefits described at <https://intelpartneralliance.intel.com/us-en-program> as appropriate for Your current membership level and role, which may be modified from time to time, in Intel's sole discretion without advanced notice.
- 1.6. "**Membership Qualifications**" means the qualifications for membership described at <https://intelpartneralliance.intel.com/us-en-program> as appropriate for Your current membership level, which may be modified from time to time, at Intel's sole discretion. Qualifications may vary by country.

2. PROGRAM PURPOSE AND OVERVIEW

- 2.1. **Purpose.** Intel® Partner Alliance is a global membership program that unifies all Intel partners under one modern program to enable collaboration and innovation. The Program is intended to:

- Expand the partner types that Intel's partner program caters to
- Increase focus on solutions and partner collaboration
- Improve and deepen training curriculum with specialized paths
- Provide new value and an enhanced and streamline experience

- 2.2. **Program Levels and Roles.** There are three levels of membership in the Program as set forth below:

Titanium
Gold
Member

Members will also participate in role classifications matched to their core capabilities. Roles in the Program are designed to reward partners with tailored networking opportunities and capabilities that grow their business, promote their solutions and expand expertise. Members may participate in multiple roles if they meet the applicable qualifications. Role descriptions and applicable qualifications can be found at: <https://intelpartneralliance.intel.com/us-en-program>.

- 2.3. **Program Benefits.** The Program offers several benefits to members such as special access to the Intel® Solutions Marketplace and Intel® Partner University. For a full list of Program benefits please visit the following site: <https://intelpartneralliance.intel.com/us-en-program>.

- 2.3.1. **Marketplace.** Depending on role and membership level within the Program, members may be eligible to publish company and product information on the Intel® Solutions Marketplace. Use of the Intel® Solutions Marketplace is subject to the **Intel® Solutions Marketplace Terms and Conditions set forth in Appendix A.**

- 2.3.2. **Points.** Depending on role and membership level within the Program, members may be eligible to earn Points for purchases of qualifying Intel products from Authorized Suppliers and/or the completion of non-purchase activities. Points are subject to the **Points Terms and Conditions set forth in Appendix B.**

- 2.3.3. **Program Marks.** Depending on role and membership level within the Program, members may be eligible for certain Program logos and marks to help them promote their status within the Program and their competencies acquired through the Intel® Partner University. Program marks and logos are subject to the terms of the **Intel® Partner Alliance Trademark License set forth in Appendix C.**
- 2.3.4. **Market Development Funds.** If you meet certain eligibility requirements, You may receive a co-investment from Intel to fund the performance of sales and marketing activities with benefit to Intel. The terms and conditions applicable to the receipt of such funds, either as contribution or reimbursement, are contained in Appendix D: **Intel Market Development Funds and Intel Partner Investment Center Terms and Conditions.**
- 2.3.5. **Tools.** As part of the Program, Intel may also provide members access to certain tools to help test and evaluate Intel hardware and software and perform other enablement functions. Use and access to such tools is subject to these Terms and Conditions and any other terms and conditions that may be accompanied with the tools.
- 2.3.6. **Other Benefits.** From time to time, Intel may offer additional benefits and/or services to members of the Program. Such benefits and services are subject to these Terms and Conditions unless expressly stated otherwise by Intel and may be governed by additional guidelines or supplemental terms and conditions.

3. YOUR OBLIGATIONS FOR PROGRAM MEMBERSHIP

- 3.1. **Comply with Terms and Conditions.** You must at all times comply with these Terms and Conditions.
- 3.2. **Membership Application and Profile Information.** You must complete a membership application before acceptance into the Program. Additionally, at least once per year, or anytime if You move between levels in the Program, You must verify and update Your profile information.
- 3.3. **Role and Membership Level Requirements.** Each Program role and membership level has specific requirements which must be satisfied to be eligible for such role and membership level. Intel may modify the requirements for Your role and membership level from time to time in its sole discretion upon notice. Please visit <https://intelpartneralliance.intel.com/us-en-program> for the latest role and membership level requirements.
- 3.4. **Sales Out and Deployment Related Data.** You will make reasonable efforts to provide Intel sales out and/or deployment related information and data, directly or via Authorized Suppliers, as requested by Intel. Your eligibility for Program membership tiers, benefits and services will be determined in part based upon sales out information. If You elect not to provide sales out or deployment information as requested by Intel, You understand that You may be ineligible for certain Program tiers and benefits. Intel reserves the right to audit any self-reported information and inspect Your records up to and including a physical site visit/inspection of Your facility (no more than once per year). At Intel's option or upon Your written demand, such audit will be performed by an independent third party at Intel's expense and on at least ten working days' notice to You. The results of such audit will be kept confidential by the auditor and, if conducted by a third party, only Your failures to abide by the obligations of these Terms and Conditions will be reported to Intel.

4. CONFIDENTIALITY.

- 4.1. **CNDA.** In the event You have entered into a Corporate Non-Disclosure Agreement ("CNDA") with Intel, the terms of that CNDA will apply to any confidential information (as defined in the CNDA) exchanged between You and Intel.
- 4.2. **No CNDA.** In the event You do not have an active CNDA with Intel, the terms of this Section 4.2 apply:
 - 4.2.1. **Definitions.** For purposes of this Section 4.2, the following definitions apply:
 - 4.2.1.1. **"Affiliate"** means any entity that controls, is controlled by, or is under common control with a party to this Agreement. "Control" means direct or indirect ownership, through one or more intermediaries, of more than 50% of an entity's voting capital or other voting rights.
 - 4.2.1.2. **"Confidential Information"** means the confidential, proprietary, and trade secret information of the disclosing party to be disclosed under these Terms and Conditions and/or in connection with the Program, and comprises:
 - 4.2.1.2.1. information in tangible form that (1) bears a Confidentiality Legend, or (2) does not bear any Confidentiality Legend, if the receiving party knew, or reasonably should have known under the circumstances, that the information was confidential and had been communicated in confidence, and
 - 4.2.1.2.2. discussions about that information that may occur before, at the same time, or after disclosure of the information.
 - 4.2.1.3. **"Confidentiality Legend"** means a "confidential," "proprietary," "secret," or similar legend.
 - 4.2.1.4. **"Covered Persons"** means employees, contingent workers, and professional advisers of a party and that party's Affiliates.
 - 4.2.2. **Confidentiality Legends.** The disclosing party will make reasonable efforts to mark its Confidential Information in tangible form with a Confidentiality Legend before disclosure. The disclosing party will retain title to all of its Confidential Information that is disclosed to the receiving party.
 - 4.2.3. **Receiving Party Obligations.** The receiving party must:
 - 4.2.3.1. maintain the confidentiality of the disclosing party's Confidential Information with at least the same degree of care that the receiving party uses to protect its own Confidential Information, but no less than a reasonable degree of care under the circumstances;
 - 4.2.3.2. only disclose the disclosing party's Confidential Information to the receiving party's Affiliates and Covered Persons who have a need to know and who have agreed in writing to abide by nondisclosure terms at least as comprehensive as those in this Agreement, and not disclose the disclosing party's Confidential Information to any other third parties. The receiving party will be liable for breaches of this Agreement by its Affiliates and Covered Persons;
 - 4.2.3.3. not make any copies of the disclosing party's Confidential Information except copies that are necessary for the receiving party's disclosures under Section 4.2.3.2. The receiving party will identify any copies as originating from the disclosing party and retain any existing Confidentiality Legends on the copies.

The disclosing party may, at any time, request in writing the return or destruction of all or part of its previously disclosed Confidential Information, and all copies of it. The receiving party must promptly comply with this request and certify in writing its compliance.

4.2.4. Exceptions to the Obligation of Confidentiality. The receiving party will not be liable for the disclosure of any Confidential Information which is:

- 4.2.4.1. generally made available publicly or to third parties by the disclosing party without restriction on disclosure;
- 4.2.4.2. received without any obligation of confidentiality from a third party who rightfully had possession of the information;
- 4.2.4.3. rightfully known to the receiving party without any limitation on disclosure, before its receipt from the disclosing party;
- 4.2.4.4. the same as information that is independently developed by Covered Persons of the receiving party; or

4.2.5. required to be disclosed under applicable laws, regulations, or court, judicial, or government agency orders. The receiving party must give the disclosing party reasonable notice before this disclosure, and seek a protective order, confidential treatment, or other remedy, if available, to limit the scope of the required disclosure. **Distributor/Customer Sharing:** You may discuss or disclose Intel's Confidential Information, disclosed under these Terms and Conditions and/or in connection with the Program, with another member of the Intel Partner Alliance, further to this Section where the following conditions are met:

- 4.2.5.1. An Intel Authorized Distributor ("IAD") is working with a particular customer or end customer in furtherance of an Intel design-win, Intel deal-win, or sale of an Intel Product, and
- 4.2.5.2. You are either the IAD or the particular customer/end-customer involved in the disclosure or discussion, and both the IAD and the particular customer/end-customer are members of the Intel Partner Alliance, at any tier, and
- 4.2.5.3. The disclosure or discussion is in furtherance of an Intel design-win, Intel deal-win, or other sale of an Intel Product.

4.2.6. Duration. The confidentiality obligations in this Section 4.2 will bind the receiving party for each disclosure for 5 years from the receipt of Confidential Information from the disclosing party.

4.2.7. Disclaimer of Warranties. The disclosing party disclaims all warranties for all Confidential Information disclosed by it under this Agreement, including without limitation all warranties about the accuracy or utility of the Confidential Information.

4.3. No Publicity. Except as otherwise provided in these Terms and Conditions, neither party may use the other party's name, or the names of any of the other party's employees, in any advertising or other form of publication, without the other party's prior written consent in each instance. Any public statements a party is permitted to make must be accurate, must be limited to statements of fact, and must not imply endorsement by a party of the other party's products or services. Notwithstanding the foregoing, Intel may promote Your membership in the Program without Your prior written consent.

- 4.4. **Third-Party Vendors.** Intel utilizes third-party vendors to assist Intel in Program administration. The third-party vendors and their employees are subject to non-disclosure agreements with Intel and are prohibited from using members confidential information for any purpose other than in administering the Program as directed by Intel.

5. TERM, MODIFICATIONS, AND TERMINATION

- 5.1. **Term.** These Terms and Conditions will be effective from the Effective Date and will continue unless terminated as set forth herein. Once Your membership is established, these Terms and Conditions will automatically renew and be effective each year on the first day of each calendar year subject to Your compliance with these Terms and Conditions.
- 5.2. **Modifications.** These Terms and Conditions may not be modified by You except through a written agreement executed by authorized representatives of both parties. Notwithstanding the foregoing, Intel may, in its sole discretion, modify or cancel the Program and/or any Program benefits and these Terms and Conditions at any time upon notice to the impacted parties. Any such modifications will be effective upon notification unless a different time is stated. Posting changes on the Program website and/or sending email notification will be deemed sufficient notice to You of such changes. It is Your responsibility to review these Terms and Conditions at least once a year or sooner if Intel notifies You of a change to the Terms and Conditions. You agree that Your continuing participation in, or access to, the Program after any changes or modifications constitutes Your acceptance of the Terms and Conditions as modified.
- 5.3. **Survival.** The following sections of this Agreement will survive and continue following any termination or expiration of the Agreement: 1, 4, 5.3, 6.5, 6.6, 6.7, 7.12, 7.13, 7.14, 7.15, 7.16 and such other sections identified in the appendices.

5.4. Membership Status

5.4.1. Upgrades and Downgrades.

- 5.4.1.1. From time to time, but typically on an annual basis, Intel will evaluate Your eligibility for an upgrade to Your membership status. All upgrades are subject to the membership criteria in effect at that time for the new membership level and require confirmation by Intel. Note, upgrades to the Titanium level require manual validation and may take several months.
- 5.4.1.2. ON AN ANNUAL BASIS, IF YOU NO LONGER MEET THE MINIMUM REQUIRED CRITERIA FOR YOUR CURRENT MEMBERSHIP LEVEL, YOU MAY BE RE-ASSIGNED, OR DOWNGRADED, TO THE APPROPRIATE QUALIFYING LEVEL OF MEMBERSHIP UPON NOTICE. AT SUCH TIME YOU WILL BE SUBJECT TO THE REQUIREMENTS FOR YOUR NEW MEMBERSHIP LEVEL.
- 5.4.2. **Probation.** Intel may place You on Probation if You fail to comply with these Terms and Conditions. "Probation" is a period of up to 90-days during which You may not be eligible for Program benefits. During this Probation period You must act to correct deficiencies brought to Your attention. If deficiencies continue at the end of the Probation period, You may be terminated from the Program. Intel will not consider any application for re-entry to the Program for at least six (6) months after the date of termination. Re-entry into the Program will be at Intel's sole discretion.
- 5.4.3. **Limited Status.** Intel may place You on Limited Status if You fail to verify and update Your company profile information as required in Section 3 above or if you do not have any interaction within the Program for an extended period. "Limited Status" is a period of up to

9-months during which You will not be eligible to exercise Your Program benefits, including Points. During this Limited Status period You must act to update Your company profile. If Your company profile has not been updated at the end of the Limited Status period, You may be terminated from the Program. Intel will not consider any application for re-entry to the Program until at least six (6) months after the date of termination. Re-entry into the Program will be at Intel's sole discretion.

5.5. Terminate Membership or Change Membership Level – Intel. Intel may terminate Your membership in the Program at any time and for any reason by providing You notice of termination at least (30) days prior to the effective date of the termination. Intel may, at its discretion, immediately terminate Your membership in the Program or change Your membership level upon notice to You for any breach which cannot be cured or for conduct as set forth below. Conduct that may constitute cause for an immediate change or termination includes:

5.5.1. Submitting incorrect or falsified information in Your application for membership, including responses to Program profile questions;

5.5.2. Obtaining or attempting to obtain benefits or services through deceptive, fraudulent or other illegal means;

5.5.3. Engaging in the creation, sale or offer for sale, of any remarked, counterfeit, altered, tampered or repackaged Intel products or submitting any such product for replacement by Intel;

5.5.4. Maintaining or applying for multiple or duplicate membership accounts; and/or

5.5.5. Submitting counterfeit or altered sales documents as proof of purchase for the purpose of securing Returned Material Authorization (RMA) from Intel.

5.6. Terminate Membership - Program Partner. You may terminate Your membership in the Program at any time by providing written notice to the Program administrator.

5.7. Effect of Termination. Upon termination, all rights and benefits granted to You under these Terms and Conditions and any applicable trademark license, will cease immediately, and You will immediately comply with all termination obligations specified in these Terms and Conditions and other applicable notices.

6. OTHER TERMS, CONDITIONS, AND NOTICES

6.1. No License. Except as expressly set forth in these Terms and Conditions, no license or ownership of any kind to any intellectual property is deemed granted, provided or transferred herein and each party retains all rights, title and interest in and to any intellectual property rights owned or held by them respectively, including without limitation, any patents, trademarks and copyrights.

6.2. No Endorsement. You acknowledge that Intel makes no claims on Your behalf as to the quality of products or services You offer. You will make no claims that Intel endorses Your products or services.

6.3. Privacy and Data Usage.

6.3.1. Registration. Intel will use your personal information collected at registration and in connection with the Program for the following purposes:

- 6.3.1.1. To deliver member benefits such as financial incentives or customer support programs;
 - 6.3.1.2. To deliver member services such as newsletters, events or training activities and other content relevant to members;
 - 6.3.1.3. To ensure our Program websites are relevant to the needs of our members; and
 - 6.3.1.4. To inform members of new product offerings, product discontinuances, special offers, updated information and other benefits or services available to members.
- 6.3.2. **Authorized Suppliers.** Intel collects sales out data from Authorized Suppliers and uses this information for assessing Your status in the Program as well as determining the appropriate financial benefits, customer support programs or other Program benefits or services for which You may be eligible. We may provide Authorized Suppliers Program related information (including without limitation, profile information, points eligibility, balances and expiration) in order to enable us to deliver to You relevant member benefits or services for the Program. Authorized Suppliers, and their employees are prohibited from using the information that Intel provides to them for any purpose other than as instructed by Intel and Intel takes reasonable steps to ensure Authorized Suppliers adequately protect Your information on Intel's behalf.
- 6.3.3. **Other Vendors.** At certain times, Intel may work with other technology ecosystem vendors to deliver other Program benefits or services for which You may be eligible. For example, we may collect sales out information from manufacturers to issue You Points for Your purchases. You agree that Intel may collect information on the volume and types of products of Intel and ecosystem vendors that You purchase from those participating vendors, and use or share Your profile information, and purchase information with the participating vendors in order to support those programs and deliver additional benefits to Program members.
- 6.3.4. We are committed to protecting your privacy. For more information on Intel's privacy practices please visit the Intel Privacy Notice at:
- <https://www.intel.com/content/www/us/en/privacy/intel-privacy-notice.html>.
- You may also update Your settings and communication preferences on the Program website at any time by clicking the 'My Intel' link.
- 6.4. **Member Website and Password.** You must have a password to access certain parts of the Program websites. You will keep Your password secure and confidential and use it only for Your authorized access to the Program websites. You are solely responsible for all activities that occur with Your password and within Your account. You must notify Intel immediately of any actual or suspected unauthorized use of Your password or account. Intel is not responsible for any consequences that result from any unauthorized use of Your password. Direct any questions or problems with Your password or the website to Intel customer support.
- 6.5. **Content and Software Available on Intel Websites.** Intel maintains various websites for the Program which are subject to the provisions contained under the "Terms of Use" link on such websites. By using the Program websites you acknowledge and accept the Terms of Use. Software that may be downloaded from an Intel website is the copyrighted work of Intel or its suppliers. You agree to use any such software in compliance with the terms of the applicable software license agreement. The Program websites may contain content of, and links to, the websites of third parties. You acknowledge and agree that Intel will have no responsibility or

liability whatsoever for any statement, advertising or other marketing material provided by any third parties.

- 6.6. **Disclaimers.** THE PROGRAM, PROGRAM BENEFITS AND PROGRAM WEBSITES, INCLUDING WITHOUT LIMITATION, ANY LICENSED ASSETS OR MATERIALS, INFORMATION, TEXT, GRAPHICS, LINK OR OTHER ITEMS CONTAINED ON THE WEBSITE ARE PROVIDED WITH NO WARRANTY WHATSOEVER FROM INTEL AND ITS SUPPLIERS. INTEL DISCLAIMS ANY AND ALL WARRANTIES EXPRESSED, IMPLIED, OR OTHERWISE, WITH RESPECT TO THE PROGRAM, PROGRAM BENEFITS AND PROGRAM WEBSITES, INCLUDING ANY WARRANTY OF MERCHANTABILITY, SATISFACTORY QUALITY, OR FITNESS FOR A PARTICULAR PURPOSE OR ANY WARRANTY OF NONINFRINGEMENT. IN ADDITION, INTEL DOES NOT WARRANT THE CONTINUOUS OR UNINTERRUPTED ACCESS TO THE PROGRAM WEBSITES OR THE OPERATION, FUNCTIONALITY, OR AVAILABILITY OF THE PROGRAM WEBSITES, OR THAT THE PROGRAM WEBSITES WILL BE VIRUS FREE, OR THAT ANY DEFECTS IN THE PROGRAM WEBSITES WILL BE CORRECTED.
- 6.7. **Limitation of Liability.** IN NO EVENT WILL EITHER PARTY HAVE ANY LIABILITY TO THE OTHER FOR ANY INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES, INCLUDING WITHOUT LIMITATION, LOST PROFITS, LOSS OF DATA, INTERRUPTION OF BUSINESS, OR COSTS OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, WHETHER UNDER THEORY OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE ARISING FROM OR ASSOCIATED IN ANY WAY WITH THE PROGRAM, PROGRAM BENEFITS AND PROGRAM WEBSITES OR USE OF THE PROGRAM WEBSITES TO PURCHASE COMPONENTS, SOFTWARE AND/OR SERVICES FROM PARTICIPATING SELLERS ON OR THROUGH THE PROGRAM WEBSITE, EVEN IF THE PARTIES ARE ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. FURTHERMORE, INTEL'S TOTAL CUMULATIVE LIABILITY TO YOU IN CONNECTION WITH OR RELATING TO THE PROGRAM, PROGRAM BENEFITS AND PROGRAM WEBSITES (WHETHER A CLAIM IS BASED ON CONTRACT, TORT OR ANY OTHER LEGAL THEORY) WILL NOT EXCEED THE SUM OF THE BENEFITS PAID OR PAYABLE BY INTEL TO YOU UNDER THE PROGRAM, IF ANY. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, AND AS A CONSEQUENCE SOME OF THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU. NOTHING IN THIS SECTION DISCLAIMS OR OTHERWISE APPLIES TO EITHER PARTIES' LIABILITY: (A) ARISING FROM NON-COMPLIANCE WITH THE CONFIDENTIALITY PROVISIONS OF THIS AGREEMENT; (B) FOR FRAUD OR OTHER CRIMINAL ACTS; (C) FOR CLAIMS TO THE EXTENT CAUSED BY GROSS NEGLIGENCE OR WILLFUL MISCONDUCT; OR (D) ANY OTHER LIABILITY THAT CANNOT BE EXCLUDED BY LAW.

7. GENERAL PROVISIONS

- 7.1. **Partner and Agency Disclaimer.** You acknowledge that the use of the word "Partner" is a commonly used term in the technology industry to designate a marketing relationship between otherwise unaffiliated companies and is used herein in accordance with this common usage. These Terms and Conditions, and the use of the word "Partner" herein, will not be deemed to nor is it intended to create a partnership, agency, distribution, joint venture or other similar arrangement between the parties, and the employees, agents, and representatives of one party will not be deemed to be employees, agents, or representatives of the other. Each party will be deemed to be an independent contractor and will have no authority to bind the other party.
- 7.2. **Geographic Variations and Sales Terms.** The implementation and administration of the Program may vary from country to country. However, the English language version of these Terms and Conditions will prevail over any translations of them. Intel's Standard Terms and

Conditions of Sale (as updated from time to time) apply to any sale of Products by Intel and are available upon request.

- 7.3. **Assignment.** Your membership in the Program and any rights or benefits provided under the Program are not transferable or assignable whether in conjunction with a change in ownership, merger, acquisition, the sale or transfer of all, or substantially all or any part of Your business or assets or otherwise, either voluntarily, by operation of law, or otherwise, without the prior written consent of Intel, which Intel may give or withhold in its sole discretion. Any such purported assignment or transfer will be deemed a material breach of these Terms and Conditions and will be null and void. Intel may assign or delegate its rights and/or obligations, in part or in whole, under these Terms and Conditions to any of its affiliates or third-party vendors.
- 7.4. **Waiver.** Failure to enforce any of these Terms and Conditions will not constitute a waiver of such terms, nor affect their enforceability.
- 7.5. **Compliance with Laws.** You will comply, at Your own expense, with all statutes, regulations, rules, ordinances, and orders of any governmental body, department, or agency, applicable to the performance of Your obligations under the Program and these Terms and Conditions.
- 7.6. **Export Regulations.** You must comply with all laws and regulations of the United States and other countries governing the export, re-export, import, transfer, distribution, use, and servicing of products. In particular, You must not: (a) sell or transfer product to a country subject to sanctions, or to any entity listed on a denial order published by the United States government or any other relevant government; or (b) use, sell, or transfer Product for the development, design, manufacture, or production of nuclear, missile, chemical or biological weapons, or for any other purpose prohibited by the United States government or other applicable government; without first obtaining all authorizations required by all applicable laws. For more details on Your export obligations, please visit:
www.intel.com/content/www/us/en/legal/export-compliance.html?wapkw-export
- 7.7. **Military End Uses.** You will not export, re-export, transfer, distribute, sell, or resell Intel products if they will be or are intended for a military end-use in China, Russia, Venezuela, or any of the countries listed in the United States Export Administration Regulations (EAR) D1 or D5 country list (found at Supplement 1 to EAR Part 740). You further represent and warrant that you will not use or incorporate Intel products directly or indirectly for or in a military item or any other item that supports or contributes to the operation, installation, maintenance, repair, overhaul, refurbishing, development, or production of a military item in China, Russia, Venezuela, or any country on the EAR D1 or D5 country list.
- 7.8. **Military End Users.** You represent and warrant that you are neither owned nor controlled by a military end user, and that you are not an entity whose actions or functions are intended to support or contribute to the operation, installation, maintenance, repair, overhaul, refurbishing, development, or production, of military items in China, Russia, or Venezuela. You represent and warrant that you will not export/re-export/transfer/sell/resell Intel Products to, or for use by, a military end-user (including, but not limited to, national armed services, national guard, national or local police, government intelligence, national security, government reconnaissance/surveillance, department/ministry of defense, and department of energy) in China, Russia or Venezuela, or any of the countries listed in the United States Export Administration Regulations (EAR) D1 or D5 country list.
- 7.9. **Anti-Corruption.** You represent and warrant that You will comply with all applicable anti-corruption laws including but not limited to the United States Foreign Corrupt Practices Act, the United Kingdom Bribery Act, and local anti-corruption laws in Your jurisdiction. Without limiting

the foregoing, You represent and warrant that You, and Your employees, agents, and representatives have not and will not, directly or indirectly, offer, pay, give promise, or authorize the payment of any money, gift or anything of value to: (i) any Government Official (defined as any officer, employee or person acting in an official capacity for any government department, agency or instrumentality, including state-owned or -controlled companies, and public international organizations, as well as a political party or official thereof or candidate for political office), or (ii) any person You know or have reason to know that all or a portion of such money, gift, or thing of value, will be offered, paid or given, directly or indirectly, to any Government Official, for the purpose of: (1) improperly influencing an act or decision of the Government Official in his or her official capacity; (2) improperly inducing the Government Official to do or to omit to do any act in violation of the lawful duty of such official; (3) securing an improper advantage; or (4) improperly inducing the Government Official to use his influence to affect or influence any act or decision of a government or instrumentality, in order to assist Intel or any of its affiliates in obtaining or retaining business. Intel will terminate this agreement immediately for cause if it reasonably believes that You have violated the FCPA or other similar laws and regulations in Your jurisdiction.

- 7.10. **Other Business Conduct.** You agree: (i) to conduct business and provide services in a manner which reflects favorably at all times on the products, services, goodwill and reputation of Intel; (ii) to conduct business and provide services in full compliance with all applicable national, state and local laws and regulations; (iii) not to engage in deceptive, misleading, or unethical practices; (iv) not to make any statements, representations, warranties or guarantees to customers with respect to Intel products that are inconsistent with the policies established by Intel; and (v) not to misrepresent Your status in the Program. Further, Intel does not support or tolerate its products being used to violate human rights, and You are expected to comply with Intel's Global Human Rights Principles available at <https://www.intel.com/content/www/us/en/policy/policy-human-rights.html>. Intel retains the right to revoke Your membership and/or access to any benefits if Intel determines in its sole discretion that Your continued participation or use of the corresponding benefit may adversely affect Intel.
- 7.11. **No Exclusivity.** No benefits or services offered under the Program are conditioned on any exclusivity or market share commitment. Furthermore, nothing in these Terms and Conditions will prevent either party from entering into similar arrangements with third parties.
- 7.12. **Tax.** The determination and payment of any tax liability triggered by any financial incentive provided by Intel to You under the Program will be Your sole responsibility.
- 7.13. **Severability.** If any provision of these Terms and Conditions is determined by a court of competent jurisdiction to be invalid, illegal or unenforceable, the parties agree for the court to sever and delete such provision from these Terms and Conditions. Any change or deletion of a provision of these Terms and Conditions will not affect the validity or enforceability of the remainder of these Terms and Conditions which will continue in full force and effect.
- 7.14. **Non-reliance.** Neither Party has relied on any statements or representations made by the other in connection with these Terms and Conditions, which are not set out in these Terms and Conditions. Any contrary or conflicting term is hereby rejected.
- 7.15. **Governing Law and Forum.** Any claim arising under or relating to these Terms and Conditions, the Program, its materials, or its websites, excluding any claims arising under or related to the Intel® Partner Alliance Trademark License, will be adjudicated exclusively in the following forums and governed exclusively by the following laws: (1) If You are based in the United States

of America, Canada, or Latin America including Mexico, the applicable forum will be the courts of the State of Delaware and the applicable law will be that of the United States of America and the State of Delaware, without reference to its conflict of law principles; (2) If You are based in the Asia Pacific Region (excluding Japan, the U.S. and Canada), the applicable forum will be Singapore and the applicable law will be that of Singapore; (3) If You are based in Japan, the applicable forum will be the Tokyo District Court and the applicable law will be that of Japan; (4) If You are based in Europe or in another region not referenced in this section, the applicable forum will be the Courts of England and the applicable law will be that of England and Wales.

- 7.16. **Entire Agreement.** These Terms and Conditions and the other terms expressly identified in these Terms and Conditions contain the entire understanding between You and Intel with respect to the Program and merge and supersede all prior and contemporaneous proposals, agreements, understandings, negotiations, representations, warranties, conditions, and communications, oral or written, between the parties relating to the same subject matter.

Appendices

Appendix A: Intel® Solutions Marketplace Terms and Conditions

Your use of the Intel® Solutions Marketplace is subject to these terms and conditions (“Marketplace Terms and Conditions”) which are supplemental to the Intel® Partner Alliance Terms and Conditions and all other terms referenced in these Marketplace Terms and Conditions (collectively, the “Agreement”). Capitalized terms not otherwise defined in this Appendix will have the meaning ascribed to them in the Intel® Partner Alliance Terms and Conditions. In the event of a conflict between the Intel Partner Alliance Terms and Conditions and these Marketplace Terms and Conditions regarding the subject matter of these Marketplace Terms and Conditions, these Marketplace Terms and Conditions will supersede and govern to the extent of such conflict.

You may not use the Intel® Solutions Marketplace unless and until You have acknowledged and accepted the terms below.

1. Definitions.

- 1.1. **“Content”** means any information or materials published or otherwise made available in the Marketplace including, without limitation, Offering Information.
- 1.2. **“Engagements”** is defined in Section 2.
- 1.3. **“Marketplace”** means the Intel® Solutions Marketplace which is a platform through which eligible parties may promote their business and Intel-based solutions by posting Content or engaging with other parties.
- 1.4. **“Marketplace Publication Guidelines”** means the documentation by which we provide You technical instructions and baseline requirements to assist You in creating, testing, and publishing Content within the Marketplace, as set forth at <https://www.intel.com/content/www/us/en/partner/alliance/legal/marketplace-publication-guide.html> or at an alternate site identified by Intel.
- 1.5. **“Offering”** means any hardware, software, or service made available by You to customers.
- 1.6. **“Offering Information”** means the information and images related to an Offering that identify the nature and features of the Offering, as specified by You in connection with Your request to publish such information or otherwise.
- 1.7. **“Personal Information”** Personal Information means any information that can be used to identify an individual, whether used alone or when combined with other data. An identifiable individual, or “data subject,” is the individual to whom personal information relates, who can be identified, directly or indirectly, by reference to an identifier such as a name, an identification number, location data, online identifier or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of that person. Note: Any data that is combined or correlated with Personal Information, must be treated as Personal Information.
- 1.8. **“Privacy Laws”** is defined in Section 7.
- 1.9. **“User(s)”** means any customer, partner or end user who visits or makes use of the Marketplace, or otherwise views or accesses Content.

- 1.10. **“User Content”** is defined in Section 7.
2. **Purpose.** As part of Your membership in the Program Intel may make available for You to use the Marketplace to promote Your business and Your Intel-based solutions to Users and otherwise engage with Users (the “Engagements”). Intel's role is to provide the technology and services to enable the Marketplace. You acknowledge that You, not Intel, are solely responsible for Your Content and Engagements. You must comply with any and all terms as notified by Intel in relation to Your use of the Marketplace.
 3. **No Financial Transactions.** The Marketplace is not made available for purposes of effectuating any financial transactions within the Marketplace platform. Under no circumstances will You use or attempt to use the Marketplace to effectuate a financial transaction on the Marketplace platform. Any such use is strictly prohibited and represents a material breach of this Agreement.
 4. **Marketplace Access and Publishing Eligibility.** To be eligible for Marketplace access You must have an active Program account and be in good standing with the terms and requirements of the Program. Publishing rights are only available to members in certain Program levels pursuant to the applicable membership level benefits. Your account is solely for Your own use, and You are responsible for all activity that takes place within Your account. If You fail to keep Your account in good standing (for example, by providing incorrect or outdated information, engaging in dishonest or fraudulent activity, or repeatedly submitting Content that violate these Marketplace Terms and Conditions, abuse the Marketplace service, or interfere with any other party's use of the Marketplace) Intel may revoke Your account, remove Your Content from the Marketplace, and pursue any other remedies available to Intel.
 5. **Submission and Approvals of Offerings for Eligible Parties.** If You are eligible for publication rights per your membership level benefits, You are subject to the following terms and conditions of this Section 5:
 - 5.1. **Submission Process.** You must submit to Intel a request for all Content that You wish to publish in the Marketplace. All Content must be published in accordance with the Marketplace Publication Guidelines. Intel may approve or reject any proposed Content in its sole discretion, and may condition its approval on Your making modifications to the Content. You are solely responsible for ensuring that Your Content is accurate and does not violate Intel's or any third parties' rights, including third-party intellectual property rights. You may not publish any Content in the Marketplace unless it is pre-approved by Intel in accordance with this Section 5.1.
 - 5.2. **Presentation of Offerings.** Intel reserves the right to determine the manner in which all Content, whether published by You or others, is presented and promoted in the Marketplace. Intel may display Your Offering Information, as well as other information designed to inform Users that the Offering is provided by You.
 - 5.3. **Publication maintenance.** You must maintain Offering Information up to date and consistent with the latest publicly available information. Intel will conduct regular refresh cycles to promote new Intel products and Intel-based systems and remove discontinued products. You agree to make reasonable efforts to cooperate with Intel in connection with such refresh cycles.
 6. **Third party transactions.** You acknowledge and agree that:

- 6.1. in providing the Marketplace, Intel is not the representative, agent, partner, joint venturer, employee, employer, affiliate or associate of either party to any Engagements or other transactions between You and Users;
- 6.2. all Content that you publish or communicate through the Marketplace is Your sole responsibility, and Intel bears no responsibility for such Content or the Content of other Marketplace participants;
- 6.3. any Engagement or other transaction is formed solely between You and the relevant party unless there is a separate written agreement between Intel, You and the third party. Except as otherwise expressly specified under a separate written agreement, Intel has no obligation in relation to any Engagements, and the enforcement of any obligations arising out of an Engagement is the responsibility of You and/or the other party;
- 6.4. where Intel publishes any guidance for a particular Offering, Intel does so solely for informational purposes and entirely guided by You and based on information You provided to Intel, without obligation to either party to an Engagement; and
- 6.5. unless otherwise specified under the Agreement, You are responsible for paying all taxes and any fees (such as any custom or import duties or charges) that arise from Your use of the Marketplace and/or in relation to any Engagements.

7. Your Obligations.

- 7.1. **Support.** You must make reasonable efforts to respond to User inquiries regarding your Offerings or other Content in a reasonable amount of time. You will ensure that the contact information You list in the Marketplace and the Offering Information associated with each Offering remains accurate and up to date.
- 7.2. **User Content.** In relation to any Users that You interact with through the Marketplace and any Personal Information that You collect from them or Intel provides to You, You will:
 - 7.2.1. unless otherwise authorized and/or consented to by Intel and Users, use all Personal Information only for the direct purpose of completing the relevant Engagement or otherwise dealing or communicating with Users as requested by them. Where this Personal Information is provided by Intel, it must only be used for such limited purpose as communicated by Intel;
 - 7.2.2. comply with all applicable privacy and data protection laws and regulations as amended from time to time, including those applicable to Personal Information (collectively "Privacy Laws"), and make available to Intel all information necessary to demonstrate compliance with such applicable Privacy Laws and the requirements of this Section, including facilitating the conduct of audits and inspections of Your compliance;
 - 7.2.3. establish, maintain and comply with a written and publicly available privacy policy that clearly and accurately describes to Users what Personal Information You collect and how You use and share such information (including for advertising) with Intel and other third parties. Such privacy policy must, at a minimum, comply with and be consistent with the terms and requirements set forth in this Agreement and Intel's Privacy Notice;

- 7.2.4. implement appropriate technical and organizational security measures to protect such Personal Information in your custody and control from unauthorized access or use, and regularly test the effectiveness of such security measures;
- 7.2.5. ensure that access to Personal Information will be appropriately limited to personnel that are trained to protect the data and have a business reason for access that is consistent with this Agreement; all personnel with access to Personal Information will be bound by confidentiality obligations;
- 7.2.6. immediately report to Intel, Users and the relevant data protection authorities (where applicable) any loss of access, inadvertent destruction, unauthorized access or use of such Personal Information as soon as it is determined reasonably likely that it has taken place;
- 7.2.7. insofar as possible, assist Intel to respond to requests from Users to exercise their rights under the applicable Privacy Laws;
- 7.2.8. not transfer Personal Information that Intel has provided to You to any other person or entity, including sub-processors, without Intel's prior written approval; and
- 7.2.9. upon Intel's request, You will (i) render any requested Personal Information anonymous in such a manner that it no longer constitutes Personal Information; or (ii) permanently delete or render unreadable the requested Personal Information. Upon request by Intel, You must provide written confirmation to Intel of the anonymization or deletion of the requested Personal Information as required by this Section.

If any User submits any content or materials to You ("User Content"), You must comply with any requirements or restrictions imposed on usage of such User Content. You must also delete any User Content, Personal Information or other information that a User has asked You to remove, in accordance with applicable laws and regulations.

8. No publicity rights. You will not make any statement regarding Your use of the Marketplace which suggests partnership with, sponsorship by or endorsement by Intel without Intel's prior written approval.

9. Intel's Promotional and Advertising Rights.

9.1. As between the parties, You will own and retain all rights, title and interest in Your Content. You hereby grant Intel a non-exclusive, royalty-free license to reproduce, publicly display, distribute and use Your Content for the purpose of promoting and marketing Your Content and the Marketplace. If You believe that Intel is misusing Your Content, You may contact Intel at any time and Intel will correct such use within a reasonable amount of time.

9.2. You hereby grant Intel a non-exclusive, royalty-free license to display Your trademarks and logos ("Publisher Marks"), as provided by You to Intel through the Marketplace publishing portal or otherwise, in connection with the marketing and promotion of Your Content and the Marketplace. You will remain the owner and/or authorized licensor of the Publisher Marks. As between the parties, all goodwill associated with the Publisher Marks will inure to Your benefit. Intel may reformat or resize Publisher Marks as necessary and without altering the overall appearance of the Publisher Marks. You may notify Intel at any time if You believe that Intel is

misusing Your Publisher Marks, and Intel will correct such use within a reasonable amount of time.

- 9.3. You agree that Intel may integrate into, and display on, the Marketplace any advertising or paid commercial content (collectively, "Advertisements") in any manner with or without payment to You or any third party.
- 9.4. Intel reserves the right to approve, remove or reject any Advertisements (including any Advertisements from You) for any or no reason, in its sole discretion, including any Advertisements that: (1) negatively affect Intel's business position or relationship with Users; or (2) violate the terms of the Agreement.
- 9.5. In addition, Intel may provide certain content to You and Users via the Marketplace. Such content may include Advertisements or other messages. You may not modify such Advertisements or other messages, and You must display them on your account pages in accordance with Intel's technical requirements for the Marketplace. Such content may not be used outside of the Marketplace without Intel's prior written approval.

10. Intel Privacy Practices. Any Content that You submit or process via the Marketplace will be collected, stored and used by Intel, and licensed by You to Intel, in accordance with:

- 10.1. the "User Content Submissions" section of the Intel.com Terms of Use; and
- 10.2. for any Content that is Personal Information, Intel's Privacy Notice.
- 10.3. Use of the Marketplace is subject to security and terms of use compliance monitoring.

11. Right to remove content. Intel reserves the right to approve, remove or reject any Content created by You or published by Intel for any or no reason, in Intel's sole discretion, including any Content that: (1) negatively affects Intel's business position or relationship with Users; or (2) violates the terms of the Agreement.

12. Termination. Intel may suspend or terminate Your use of the Marketplace at any time upon notice and for any reason, including, without limitation:

- 12.1. for technical or business purposes, including maintenance work;
- 12.2. if Intel reasonably determines that You have breached the Agreement; or
- 12.3. if Your use of the Marketplace creates risk for Intel, gives rise to a threat of potential third party claims against Intel or is potentially damaging to Intel's reputation.

Where reasonably practicable, Intel will give You prior notice of any such suspension or termination.

13. Indemnity. You will indemnify Intel, its partners and affiliates from and against any claim, suit, action, demand, damage, debt, loss, cost, expense (including litigation costs and attorneys' fees) and liability arising from any and all third party claims:

- 13.1. alleging that Your Offering or any other content made available by You on the Marketplace infringes any proprietary or personal right of a third party;
- 13.2. arising from any dispute between You and a User relating to Your Offering or any other Content made available by You on the Marketplace;

13.3. resulting from or concerning Intel's use of Your name, trademark, logos as permitted under this Agreement; or

13.4. arising from your failure to comply with applicable laws.

Intel will (a) notify You in writing of any claim, provided that Intel's failure to notify You will not relieve You of any liability except to the extent that such failure materially prejudices Your legal rights; and (b) at Your reasonable request, provide You with reasonable assistance in defending the claim. You agree to reimburse Intel or its affiliates, as applicable, for any reasonable out-of-pocket expenses incurred in providing such assistance. You may not make any settlement or compromise of a claim, or admit or stipulate any fault or liability on the part of Intel or its affiliates with respect to any claim covered by this section without Intel's express, prior written consent.

14. Messages. Intel monitors the Marketplace for inappropriate and/or illegal behavior. You should not assume that any communications, such as instant messages or direct messages made on the Marketplace are private, confidential, or secure.

15. Translations. Intel may translate Content You publish in the Marketplace into local languages for Your convenience. Intel does not warrant or make any promises, assurances, or guarantees as to the accuracy of the translations. Intel will not be liable for any inaccuracies or errors in the translation or for any loss or damage of any kind, including without limitation, indirect or consequential loss or damage arising from or in connection with any translations provided on or through the Marketplace.

Appendix B: Intel® Points Terms and Conditions (if eligible for points)

Participation in Points is subject to these terms and conditions (“Points Terms and Conditions”) which are supplemental to the Intel® Partner Alliance Terms and Conditions and all other terms referenced in these Points Terms and Conditions (collectively, the “Agreement”). Capitalized terms not otherwise defined in these Points Terms and Conditions will have the meaning ascribed to them in the Intel® Partner Alliance Terms and Conditions. In the event of a conflict between the Intel Partner Alliance Terms and Conditions and these Points Terms and Conditions regarding the subject matter of these Points Term and Conditions, these Points Terms and Conditions will supersede and govern to the extent of such conflict.

1. Participation.

1.1 You must be an active member of the Program to be eligible for participation in Points. Eligibility will vary depending on Your role and membership level within the Program. The current rules can be viewed on the Points pages of the Program website (“Points Pages”). You are not obligated to participate in Points or to purchase Intel® products to remain a member of the Program. **Authorized Suppliers are not eligible to participate in Points.**

1.2 Intel uses a primary contact designation within the Intel profile center as a level of access and authority. If You participate in Points, You must identify a primary contact to manage Points on Your behalf. The primary contact will be required to assume responsibility for these Points Terms and Conditions, management, execution, and disposition of all aspects of Points.

2. Qualifying Purchases, Activities, and Promotion Participation.

2.1 Members may be eligible to earn Points for qualifying purchases and certain non-transactional activities. Non-transactional activities which Points may be granted for, may include, for example, completing select online training and participating in select surveys as approved by Intel. Only those Intel products, activities, and promotions specified on the Points Pages, qualify for Points earnings.

2.2 Intel may use sales-out data as reported by You, Authorized Suppliers or other 3rd party sources to calculate Points earnings for purchases. Intel products that are purchased from sources other than an Authorized Supplier will not qualify for Points except as otherwise set forth by Intel in the terms and conditions for the applicable promotion.

3. Award Values.

3.1 Intel, at its sole discretion, determines the Point earnings amount for each eligible purchase, activity, or promotion. Intel may vary the amount of a point value or discontinue any qualifying products, activity, or promotion at any time upon notice. Point values may vary by geography and membership level or by other criteria at Intel's discretion. Intel reserves the right to set a minimum threshold for Points payouts and/or a cap on Points earnings. Intel's decision on whether a purchase or other activity qualifies for Points earnings will be final.

3.2 Intel may also award Points for special promotions, offers, or campaigns. The terms for special promotions will be communicated to You by any method customarily used for communicating with Program members including, but not limited to, electronic mail and/or posting the promotional terms to the Points Pages.

4. Points earning.

4.1 Subject to these Points Terms and Conditions, for each qualifying purchase You make that is correctly reported to Intel, Intel will grant Points in accordance with the stated amount for the purchased product. Subject to these Points Terms and Conditions, for each eligible non-transactional activity You perform that is correctly reported to Intel, Intel will grant Points equal to the stated amount for such activity.

4.2 Points promotions may be subject to additional terms and conditions which will be communicated in the promotion description.

4.3 Intel will process Your Points earnings based on the sales-out quantity as reported by Authorized Suppliers or as otherwise set forth in the terms and conditions for the applicable promotion and will post them to Your account. You are responsible for regularly reviewing Your Points balance to ensure accuracy. If there is any discrepancy with Your Point balance please contact Intel Customer Support for assistance. Please note, in some cases discrepancies may be due to inaccurate reports from 3rd parties, in which case You may need to resolve the discrepancy directly with such 3rd party and request that an error report be filed with Intel. In the event any discrepancy cannot be resolved between You and the 3rd party, Intel's decision regarding the earnings amount will be final.

4.4 If You use a third-party entity to purchase Products on Your behalf, You must instruct the Authorized Supplier to include Your Active Business ID number along with Your company name and the name of the third party entity in the "bill to" section of the invoice.

4.5 Except as otherwise set forth in the applicable promotion terms and conditions, the relevant date used for establishing the Points earned for: (1) a purchase is the invoice date for the purchase and (2) a non-transactional activity, is the date of attendance or performance.

5. Points Spending.

5.1 Points will become available for redemption immediately after being credited to Your account and can be redeemed for redemption options made available via the Points Pages. Points have no cash equivalent value.

5.2 You will be able to browse available redemption options, which may be subject to membership level and location criteria. Each redemption item will display the total point value required for redemption. You can only redeem for items within Your available Points balance. All redemptions will create a debit transaction in the Your Points account for the required Points amount. Points will be debited immediately from the account at the point of redemption.

5.3 Certain redemption options may be subject to additional terms, conditions, and/or rules which will be communicated in the redemption description.

5.4 Subject to any redemption-specific terms, in the event of cancellation of a redemption request or return of a redemption option, Your account will be credited with the corresponding Points amount.

5.6 Intel may make special redemption offers from time to time. The terms of such redemption offers will be communicated by any method customarily used for communicating with Program members including by electronic mail and/or posting of the offer terms and conditions to the Points Pages.

5.7 Intel reserves the right to modify or terminate redemption options at any time without prior notice and without incurring any liability.

5.8 Except as expressly authorized by Intel in writing, You may not apply Points against any outstanding charges or debts that You may have with an Authorized Supplier.

6. Points Expiration Dates.

6.1 Points will be valid for a period of 12 calendar months commencing on the date the Points are credited to Your account, unless (i) a different period is communicated for a specific earning opportunity; or (ii) Points are cancelled in accordance with Section 11, below.

6.2 Points can be forfeited in the following ways: (1) the participant voluntarily opts out of Points or Points are terminated in accordance with Section 11; (2) Points expire as per the published Points expiration rules.

7. Statements.

7.1 You will be able to view Point statements via the Points Pages, which detail current Points balance and transactions for Your account. The Points statement will record credit and debit transactions for Your account.

7.2 You must notify Intel of any account discrepancies within six (6) months of the date on which relevant Points are claimed to have been earned, or such Points will be forfeited. Intel will not investigate and/or adjust for purchases that are older than six (6) months from the date the issue is escalated to Intel. Intel will only consider claims which are submitted in accordance with the procedures outlined in the Points Pages. Successful claims will be awarded by Intel in accordance with the Points procedures specified in the Points Pages. Intel will have no liability whatsoever with respect to the failure of any Authorized Supplier or other 3rd party to correctly report any qualifying purchase, or for any report or claim for the granting of an award not received by Intel or which is illegible or incomplete.

8. Intentionally Left Blank

9. Audits.

9.1 Intel conducts periodic audits of its benefit programs. In the event Intel discovers an erroneous awarding of Points, Intel will notify You, setting forth in a reasonable amount of detail the amount of over-benefit and the actions Intel will take to recover the over-benefit. Intel may, in its sole discretion, offset any over-benefit against current Points balances or future accruals until the over-benefit is recovered in full or pursue alternate methods to recover the over-benefit. Recovery of over-benefits will be limited to sales transactions dating back to one year from the date the over-benefit is discovered.

9.2 You must keep copies of all supporting and accounting documents pertaining to Points benefits and all purchases of Intel® products for a period of one (1) year, and will provide copies of the same upon Intel's request, for the purpose of verifying or reconciling Intel benefit claims.

10. Fraud.

Fraud and abuse relating to the accrual or redemption of Points may result in forfeiture of any or all Intel benefits and termination of Program membership, as well as additional legal remedies to recover fraudulently accrued or redeemed Points.

11. Termination.

Intel may terminate the Points benefit at any time upon notice. In such case, Points earnings will cease from the date of termination and Points already earned will expire sixty (60) days from the date of such termination unless otherwise set forth by Intel. You have the right to opt out of the Points benefit at any time upon notice to Intel.

Appendix C: Intel® Partner Alliance Trademark License

This Intel Partner Alliance Trademark License ("License") and the Intel® Partner Alliance Terms and Conditions will govern Your use of the Licensed Assets and Intel's use of the Licensee Marks in connection with the Program. Until You have accepted and acknowledged the terms below, use of the Licensed Assets is unauthorized and constitutes an infringement of Intel's exclusive rights in Intel trademarks. Capitalized terms not otherwise defined in this License will have the meaning ascribed to them in the Intel® Partner Alliance Terms and Conditions. In the event of a conflict between the Intel Partner Alliance Terms and Conditions and this License regarding the subject matter of this License, the terms of this License will supersede and govern to the extent of such conflict.

This License supersedes any previous trademark license covering the same subject matter or any other Intel program trademark license being replaced by the Intel Partner Alliance.

This License is not valid unless and until You receive notification from Intel of Your acceptance into the Program.

1. Definitions.

1.1. **"Engineering Samples"**

1.2. **"Licensed Asset(s)"** means the Intel licensed trademarks, logo, logo label, or badge designated in the Usage Guidelines and any Intel trademarks displayed on the logos or badges provided to You.

1.3. **"Licensed Materials"** means any advertising, promotional, and/or merchandising materials and artwork that Intel may provide to You for Your use.

1.4. **"Platform Logo(s)"** means a Licensed Asset for an Intel designated platform brand as listed on Exhibit A. Updates to Exhibit A are effective upon publication or communication to You. in accordance with Section 5.2 of the Terms and Conditions.

1.5. **"Program Logos"** means the Member, Gold, and Titanium Logos licensed in accordance with any Usage Guidelines provided to You.

1.6. **"Qualifying Intel Technology"** means the particular Intel component or device required for any QLP.

1.7. **"Qualifying Licensee Product(s)"** or "QLP" means Your product that meets the required platform brand requirements as set forth by Intel or as defined in the Usage Guidelines for the particular Licensed Asset or is a product that is designed with the relevant branded product as defined in the Usage Guidelines.

1.8. **"Usage Guidelines"** means any terms and conditions, definitions, criteria, and usage guidelines for the use of Licensed Asset(s). Usage Guidelines may be modified by Intel, at any time, in Intel's sole discretion, including but not limited to when Intel introduces new products and/or new Licensed Assets. Licensee must ensure compliance with the most recent Usage Guidelines which may be provided, published, or otherwise made available to You.

2. License Grants.

- 2.1. **Intel License.** Subject to and conditioned upon Your full compliance with this License, the Intel Partner Alliance Terms & Conditions, and applicable Usage Guidelines, Intel hereby grants and You accept a worldwide, limited, non-exclusive, non-transferable, royalty-free, revocable license to: (A) Use and display the Licensed Asset(s) solely on Qualifying Licensee Product and its packaging, advertising and promotional materials in accordance with the relevant Usage Guidelines; (B) If You are a qualifying Gold or Titanium Partner, use and display the relevant Program Logo solely in advertising and promotional materials to reflect Your level of Program membership. No license is granted to use any Program Logo on product, product packaging, or collateral materials; (C) Use and display the Licensed Materials solely to advertise and promote QLP in accordance with instructions or Usage Guidelines provided by Intel, and; (D) Use and display the Platform Logo only on devices and associated packaging that have met the specified platform brand requirements and have passed any relevant specification or validation required by Intel. No other right, title, or license is granted to You by Intel under this License, and no license is granted to use a Platform Logo on devices or associated packaging unless and until You have met the platform brand requirements.
 - 2.2. **Licensee Grant.** You grant Intel and Intel accepts, a limited, non-exclusive, non-transferable, royalty-free, revocable license to use and display Your name, house mark, or company logo for purposes of promoting the Intel Partner Alliance Program, Your membership in the Intel Partner Alliance Program, or other activities as authorized by You in writing.
3. **Product Quality.**

 - 3.1. QLP must meet the specifications and criteria of the Usage Guidelines. You are prohibited from affixing Licensed Asset(s) to devices, products, materials, or services that are not QLP as set forth in the relevant Usage Guidelines.
 - 3.2. You may only use and display the Platform Logo corresponding to the platform brand on devices and associated packaging for which You have completed and met the requirements for a representative system under Your relevant brand, model, or SKU. You must meet all required specifications for the particular platform brand and pass any relevant verification, testing, or certifications required for the brand in order to use the associated Platform Logo. Platform brand requirements are available on the Intel Resource and Design Center. You may promote and advertise devices that bear the Platform Logo and have met the platform brand requirements.
 - 3.3. You must comply with all applicable laws and regulations in the manufacture, assembly, marketing, and sale of QLP in connection with which You use or display a Licensed Asset.
4. **Proper Use of Licensed Assets and Licensed Materials.**

 - 4.1. You may only use the Licensed Asset(s) and Licensed Materials in accordance with this Section 4 and the relevant Usage Guidelines. You will not use the Licensed Asset(s) and Licensed Materials other than as expressly set forth by Intel.
 - 4.2. You will not modify or alter any of the Licensed Asset(s) or Licensed Materials in any way unless expressly approved by Intel in advance and in writing.

- 4.3. You agree to always use the Licensed Asset with the appropriate noun. You further agree not to use any Intel Trademark as a noun and/or pluralize, make possessive, abbreviate, or join any Intel Trademark to other words, symbols, or numbers, either as one word or with a hyphen.
- 4.4. You must attribute ownership of all Intel Trademarks to Intel by using the TM or ® symbol and by using the attribution set forth in the Usage Guidelines.
- 4.5. You must use the Licensed Asset(s) so that it stands alone in its commercial impression and You must not integrate any Intel Trademark or Licensed Asset into any of Your own names, trademarks, logos, or designs. You will not alter or modify the Intel Trademarks or Licensed Assets in any way, nor may You use and/or adopt any marks or logos that are confusingly similar to or that dilute any Intel Trademarks.
- 4.6. Your name and brand must always be displayed in a manner that is larger and more prominently displayed than the Licensed Asset(s).
- 4.7. You must not use or display any Intel Trademark or Licensed Asset in any manner that creates confusion as to the source, sponsorship, or association of Your products with Intel or that in any way indicates to the public that You are a division or affiliate, or franchise of Intel or otherwise related to Intel. You must not use or display any Intel Trademarks on invoices, bills, shipping memos, letterhead, business cards and/or nametags/company badges.
- 4.8. You must not alter the functionality of, blacktop, or remark, any Intel product or packaging and You will not manufacture, design, reproduce, counterfeit, copy, modify, distribute, or sell any Licensed Asset or Intel Trademark or allow others to do so. To do any of the foregoing constitutes a material breach of this License and may lead to the immediate termination of this License and Your membership in the Intel Partner Alliance. Intel further reserves all rights to pursue any and all remedies available to it as a result of Your violation of this section. Any product determined by Intel to be altered, remarked, or otherwise counterfeit is not eligible for RMA and Intel reserves the right to retain such product for engagement with law enforcement or destruction.
- 4.9. To the extent that Intel provides You with Engineering Samples, under the terms of the Intel Pre-Release Loan Agreement, the terms of the IPLA apply and you must not "commercialize" them, and you must identify those units as Engineering Samples. Additionally, you must not acquire Engineering Samples from any party other than Intel. Use of Engineering Samples outside of the terms of the IPLA or acquisition of Engineering Samples from any source other than Intel represents a breach of these Terms and Conditions.
- 4.10. You cannot use Licensed Assets obtained from any source other than Intel or via an Intel authorized fulfillment process.
- 4.11. You cannot distribute, sell, and/or give away any unused Licensed Asset materials.
- 4.12. Any use and display of the Licensed Assets contrary to the terms of this License and/or the Usage Guidelines is a material breach of this License and may lead to the immediate termination of this License and Your membership in the Intel Partner Alliance. Intel further reserves all rights to pursue any and all remedies available to it as a result of Your violation of this section.

- 4.13. You cannot use or display any Intel Trademarks or Licensed Assets in any manner that may disparage Intel, its products or services, or for promotional goods or for products which, in Intel's sole discretion, may diminish or otherwise damage Intel's goodwill in any Intel Trademarks, including but not limited to uses which could be deemed to be obscene, pornographic, excessively violent, or otherwise in poor taste or unlawful, or which purpose is to encourage unlawful activities.
- 4.14. You may make textual, non-logo use in advertising, promotional materials, and invoices of Intel product names (e.g., Intel® Core™ i9 processor) to refer to the particular Intel product, so long as such product names are used properly as trademarks with the appropriate trademark symbol and attribution legend as required by this Section 4.
5. **Right to Inspect.** Intel may review, inspect, test, and/or validate any (1) Qualifying Licensee Product (and Licensee will submit a product sample if needed), (2) product packaging and promotional materials bearing the Licensed Assets, (3) materials displaying Licensed Materials, and (4) upon reasonable notice, manufacturing and sales premises. You must make any modification requested by Intel to ensure compliance with this License.
6. **Protection of Interest.**
 - 6.1. **Acknowledgment of Rights.** You acknowledge Intel's exclusive rights in the Licensed Assets and all goodwill associated therewith, and that any and all use of the Licensed Assets inures solely to Intel's benefit. You will not challenge Intel's rights in the Licensed Assets, and will take no action inconsistent with Intel's rights in them. You will not use, register, or apply to register any mark, name, and/or designation in the format of "____INSIDE" / TERM+INSIDE in any language for any product and/or service, and You will not use, register, or apply to register an INTEL based name or trademark (whether as a stand-alone, prefix, or suffix) or any logo incorporating a swirl or broken circle identical or similar to the INTEL Corporate Logo circular swirl for any product or service.
 - 6.2. If at any time You acquire any rights in, or registration(s) or application(s) for any Licensed Assets or elements thereof, by operation of law or otherwise, You must immediately and at no expense to Intel assign such rights, registrations, or applications to Intel, along with any and all associated goodwill.
 - 6.3. **Enforcement.** In the event You become aware of any unauthorized use of Licensed Assets or Licensed Materials, You must promptly notify Intel in writing, and cooperate fully, at Intel's expense, in any enforcement of Intel's rights against such third party. The right to enforce Intel's rights in the Licensed Assets and Licensed Materials rests entirely with Intel and will be exercised in Intel's sole discretion. You will not commence any action or claim to enforce Intel's rights in the Licensed Assets or Licensed Materials.
7. **Indemnity.**
 - 7.1. Intel will defend and/or settle (in its sole discretion) any claim threatened against You or brought in any suit or proceeding against You based on an allegation that the Licensed Assets or Licensed Materials as used by You in accordance with this License and any Usage Guidelines, infringes or violates the trademark rights of another, and Intel will pay all damages, costs and fees finally awarded against You and exclusively attributable to the claim, provided that:

- 7.1.1. You promptly notify Intel in writing of the claim,
 - 7.1.2. Intel solely controls and conducts the defense and/or settlement of the claim,
 - 7.1.3. You fully and timely cooperate and provide all requested authority, information and assistance to Intel, at Intel's expense, and
 - 7.1.4. at Intel's instruction, You immediately cease use of the challenged Licensed Assets, or Licensed Materials.
- 7.2. In the event of a claim or threatened claim against Intel or You challenging the Licensed Assets or Licensed Materials, Intel may terminate, immediately on written notice, all or a part of this License and You will immediately cease use of the Licensed Assets or Licensed Materials. Intel will not be responsible for damages, costs, or fees awarded to the extent those amounts reflect Your continued use of the challenged Licensed Assets or Licensed Materials contrary to Intel's instructions to cease use. This indemnity does not cover damages that You could have avoided or mitigated through the exercise of reasonable efforts under the circumstances.
- 7.3. You will defend and/or settle (in Your sole discretion) any claim threatened against Intel or brought in any suit or proceeding against Intel concerning (a) Your use of the Licensed Assets or Licensed Materials in violation of this License (unless Intel in its sole discretion chooses to retain control over the defense and/or settlement of the claim), or (b) Your design, manufacture, advertising, marketing, promotion, distribution or sale of QLP with respect to which You are using the Licensed Assets, and You will pay all damages, costs and fees finally awarded against Intel and exclusively attributable to the claim, provided that:
- 7.3.1. Intel promptly notifies You in writing of the claim,
 - 7.3.2. You solely control and conducts the defense and/or settlement of the claim, and
 - 7.3.3. Intel fully and timely cooperates and provides all requested authority, information, and assistance to You, at Your expense.
- 7.4. In the event of a claim or threatened claim against Intel or You concerning Your design, manufacture, advertising, marketing, promotion, distribution or sale of QLP, Intel may terminate, immediately on written notice, all or part of this License, and You will immediately cease use of the Licensed Assets. This indemnity does not cover damages that Intel could have avoided or mitigated through the exercise of reasonable efforts under the circumstances.
- 8. Term and Termination.**
- 8.1. **Term.** This License will remain in effect until its expiration or termination as provided herein or until the termination of the Intel Partner Alliance Terms & Conditions.
 - 8.2. **Termination.** Either party may terminate this License with or without cause upon thirty (30) days advance notice. Either party may immediately terminate this License for breach by the other party upon written notice. Opportunity to cure the breach may be given, but is not required under this Agreement. If You are terminated from or are no longer a member of the Intel Partner Alliance, this License will automatically terminate.
 - 8.3. **Expiration.** This License will immediately expire in the event that any party terminates business operations for any reason. In the event that any party becomes insolvent, has a receiver

appointed, goes into liquidation, files a bankruptcy petition, or has a bankruptcy petition filed against it that is not dismissed within thirty (30) days, the other party will have the option to either (i) cancel the License upon notice to the other party or (ii) continue this License without waiving any rights or remedies it may otherwise have.

8.4. **Effect of Expiration or Termination.** Upon any termination or expiration of this License, You are to immediately cease all use of the Licensed Assets and Licensed Materials.

8.5. **Continuing Obligations.** Along with Section 5.3 of the Terms and Conditions, obligations of the parties under the provisions of 1, 5, 6, 8.5, and 9 remains in force notwithstanding the termination or expiration of this License Agreement.

9. General Obligations.

9.1. Choice of Law and Jurisdiction.

9.1.1. In the United States, this License and all actions for the breach thereof are to be governed, construed, and interpreted in accordance with the laws of the State of Delaware without regard to or application of choice of law rules or principles. The parties further acknowledge and agree that any non-contractual cause of action that either party may assert arising out of this agreement, including but not limited to trademark infringement, trademark dilution, passing off, false designation of origin, unfair competition and other non-contractual causes of action, are to be governed by U.S. federal law and the law of the State of California. Any dispute arising out of this License will be brought in, and the parties consent to personal and exclusive jurisdiction of and venue in the state and federal courts within Santa Clara County, California.

9.1.2. For countries other than the United States (except the Russian Federation): The validity, construction and performance of this License are to be governed by the laws of Licensee's country without reference to conflict of laws principles. Any dispute arising out of this License are to be brought in and the parties consent to personal and exclusive jurisdiction of the courts of the relevant country capital or in the jurisdiction of Intel's authorized legal counsel.

9.1.3. **For the Russian Federation:** The validity, construction and performance of this License are to be governed by the laws of the United States without reference to conflict of laws principles. Any dispute or controversies that may arise out of or in relation to this Agreement are to be resolved by the Arbitration Court in Stockholm, Sweden, in accordance with the rules of procedure of the Arbitration Institute of the Stockholm Chamber of Commerce. The Court's award will be final and binding on the Parties.

9.2. **Equitable Relief.** You recognize and acknowledge that Your breach of this License will cause Intel irreparable damage, which cannot be readily remedied by monetary damages in an action at law, and may, in addition thereto, constitute an infringement of Intel's Intellectual Property Rights and rights under the laws of unfair competition. Accordingly, in the event of any default or breach by You, including any action by You which could cause some loss or dilution of Intel's goodwill, reputation, or rights in any Intel Trademarks, Intel will be entitled to an immediate injunction in addition to any other remedies available, to stop or prevent such irreparable harm, loss, or dilution.

- 9.3. **Notices and Attachments.** Notices from Intel to Licensee are to be delivered electronically, or by mail, delivery service, or in person to Licensee's designated contact or signatory to the Agreement below. Notices from Licensee to Intel are to be delivered as follows:

Director Trademarks & Brands
Intel Corporation
2200 Mission College Blvd
RN4-151
Santa Clara, CA 95054
Trademarks.and.brands@intel.com

Exhibit A
Platform Brands

Intel vPro®/vPro®

Intel® Evo™

Appendix D – Market Development Funds and Inter Partner Investment Center Terms and Conditions

If you meet certain eligibility requirements, You may receive a co-investment from Intel to fund the performance of sales and marketing activities with benefit to Intel. The receipt of those funds, and Your use of the Intel Partner Investment Center (the “System”) is subject to the following terms and conditions.

These terms and conditions in this Appendix and any applicable amendments (“**Appendix**”) constitute a legal agreement between your company and its majority-owned subsidiaries (“You,” “Member”), and the applicable Intel entity identified herein (“Intel”), regarding your use of the Intel® Partner Investment Center (the “System”). The Intel Partner Investment Center is also known as the Consolidated Co-Marketing Platform, and the Intel Partner Investment Center Terms and Conditions are also known as the Consolidated Co-Marketing Platform Terms and Conditions.

A. Intel Co-Marketing Overview

Intel Co-marketing, operationalized via the System, exists to help companies generate end- user demand for Intel-based systems through the co-marketing of Intel products, technologies, and brands. Intel offers payment, through reimbursement or otherwise, up to an agreed-upon amount, for a portion of certain Member-funded marketing Activities.

Intel Co-Marketing program requirements can be found in:

- This Appendix;
- Intel’s activity guidebook, available at <http://partnercenter.intel.com>, which includes details of requirements for Intel Contribution, including branding and Proof of Performance; and
- Any additional program information on the Intel Co-Marketing program websites and program materials.

The English language versions of listed content are the governing content for each program. Any translation of content is for convenience only; in the event of any discrepancy, the English language version controls. Refer to the Intel Co-Marketing program websites for the most up- to-date version of this Appendix.

B. Terms and Conditions

- 1 Intel Contribution. Intel co-marketing Activities promoting Your business as it relates to qualified Intel® products, technologies, or brands may be eligible for an Intel Contribution via Intel’s Co-Marketing programs.
- 2 Accepted Activities. Intel’s Co-Marketing programs provide an Intel Contribution for a range of Activities agreed to by both Parties in the System (“Accepted Activities”).
- 3 Prior Agreement. All Activities must be agreed to by both Parties via the System prior to You executing any Activity in the market.

- 4 Proof of Performance. You must have Proof of Performance (“POP”) for all Accepted Activities. The System will advise You of POP that must be submitted in support of Your claim for Intel Contribution (“Claim”).
- 5 Claim Timing. After executing each Accepted Activity, You must complete and submit a claim via the System within 6 months unless otherwise noted.
- 6 Maximum Intel Contribution. Claims will be paid, via an Intel Contribution, only to the maximum amount permitted for the Accepted Activity.
- 7 Incomplete POP. Claims submitted with incomplete POP documentation, where requested, may be delayed and placed on hold, and You will be notified that additional documentation is needed. If complete documentation has not been received within the timeframe required, as specified for the Accepted Activity in the System, only the portion of the Claim supported by documentation provided will be eligible for payment.
- 8 Claim Review. If the Claim is not approved, the Claim reviewer will provide an explanation. Reasons that a Claim may be declined include, but are not limited to:
 - 9.1 Activity was not agreed to by both Parties prior to Activities being executed.
 - 9.2 Activities performed were not consistent with the Accepted Activity.
 - 9.3 Inadequate POP documentation.
 - 9.4 Activity does not meet the requirements outlined in the activity guidebook or otherwise does not follow the terms and conditions of this Appendix.
- 9 Trademark License. Your use of Intel trademarks may be subject to a separate Trademark License Agreement with Intel. If You have not entered into a separate Trademark License Agreement with Intel, Intel grants You a worldwide, limited, non-exclusive, non-transferable, royalty-free, revocable license to use Intel trademarks (as made available in the System) in connection with Accepted Activities. You agree to follow all usage guidelines for Intel trademarks.
- 10 Bonus Media Placements. If You are granted bonus media placements as a result of reimbursable Intel Co-Marketing program Activities, the bonus ads must be compliant with Intel Co-Marketing program rules in order for the original Activities to be reimbursable under any Intel Co-Marketing program.
- 11 Payment of Intel Contribution.
 - 11.1 Intel Contributions are made via electronic funds transfer (EFT), check, credit memo, or other payment method specified. Payments will be issued within the timeframe and via the payment method specified for the Accepted Activity in the System.
 - 11.2 In the event that Intel converts the amounts requested by You in Your Claims to US dollars, Intel will use the exchange rate in effect at the time the Claim is submitted. You are responsible to maintain a valid bank account with Intel Accounts Payable to receive an Intel Contribution.
 - 11.3 Intel reserves the right to use Intel Contributions to deduct any past due amounts that You owe Intel. You may not withhold payment owed to Intel based on disputed Intel Co-Marketing reimbursements.

- 11.4 Subject to the terms and conditions of this Appendix, Intel will pay You the total Intel Contribution due to You under the Accepted Activity. The Accepted Activity must not be supported by any other financial contribution from Intel. A single cost is only eligible for reimbursement under a single Intel marketing program or fund. Intel will have the right at any time to Claim back from You and/or offset against Your credit balance any Intel Contribution paid for an Accepted Activity for which You had received other financial contribution from Intel.
- 12 Claim Disputes. Any dispute raised by You relating to any Intel Co-Marketing program must be raised no later than 6 months after the date of the disputed incident.
- 13 Non-Exclusivity and Third-Party Brand Elements.
 - 13.1 Intel's Co-Marketing programs are not intended to prohibit or discourage You from including third party or competitor brand elements in Your marketing activities.
 - 13.2 The Intel Contribution is not conditioned on any exclusivity or market share commitment (or, in Japan, conversion of a relatively large volume product series). Nothing in the terms and conditions of this Appendix will prevent either party from entering into similar arrangements with third parties.
- 14 Vested Interest. If You or Your employee has a Vested Interest in any media vehicle or invoicing party, Member must provide information regarding the relationship at the time of the relevant Claim submission or upon discovery of the Vested Interest, whichever is earlier. Intel has the sole right to determine if the Claim is eligible for reimbursement. If Intel is informed of the Vested Interest after submission of a Claim has been made, You shall refund such Intel Contribution at the sole discretion and upon demand by Intel.
- 15 Third-Party Vendors (Use by Intel). Intel may retain third-party vendors to assist in administration of the Intel Co-marketing programs. Third-party vendors will be required to handle Your confidential information with the same degree of care as set forth in Intel's Confidential Nondisclosure Agreement.
- 16 Sanctions. Intel products and Member products based on Intel technology are prohibited from being sold, distributed, or marketed to or in countries sanctioned by the United States.
- 17 Counterfeit Goods. Selling or marketing counterfeit or remarked processors, counterfeit labels, or counterfeit packaging, is prohibited.
- 18 Termination of Membership. Intel may terminate You from the Program if You violate any rule or requirement stated herein, or in other program documents. Similarly, the Member may terminate its participation in the Program as governed by the terms and conditions of this Appendix upon giving notice to Intel. In either event, if You are terminated from the any Intel Co-marketing program, approval of pending Claims is subject to Intel's discretion. Termination from the Program, whether initiated by Intel or the Member, has no effect on Your obligation to repay amounts based on findings of a Back-End Review.
- 19 Marketing Standards: In co-marketing Activities that qualify for an Intel Contribution under any Intel Co-marketing program, You must ensure all marketing of Intel-based systems and/or Intel products, technologies or brands complies with the following:
 - 19.1 Must be placed in legitimate marketing vehicles agreed to by both parties;

- 19.2 Must be placed at a frequency that is not excessive or ineffective as agreed to by both parties;
 - 19.3 Must be appropriate for and available to the intended target audience;
 - 19.4 Must be compliant with all applicable policies, guidelines, or terms and conditions of any social platform or advertising network or any other applicable online entity.
- 20 Unique Design. In order to be reimbursable under the any Intel Co-Marketing program, Activities must have a creative design that is unique to Your advertising of Intel-based systems and/or Intel products, technologies or brands, and must not be confusingly similar to Your marketing or advertising of products based on competitor CPUs. Intel reserves the sole right to determine whether advertising is reimbursable and if advertising is confusingly similar.
- 21 Disclaimer of Responsibility. Intel is not responsible for the content of Your Accepted Activities. An Intel Contribution to an Accepted Activity under any Intel Co-Marketing program does not represent Intel's endorsement or approval of Activity content. You are solely responsible for Activity content, including but not limited to brand, product technology, or product performance claims. Your marketing and use of Intel logos must be presented in a manner that is not misleading or confusing to end users.
- 22 Changes to Corporate Organization: You must notify Intel of changes to Member's corporate organization which could affect eligibility for any Intel Co-Marketing program. Failure to notify Intel may affect Your eligibility for any Intel Co-Marketing program or Intel Contributions under such programs.
- 23 Confidentiality: You are required to keep the terms and conditions of this Appendix, and all Accepted Activity related documentation and Claims information, confidential, subject to your and/or Member's Corporate Non-Disclosure Agreement (CNDA) with Intel or the applicable Confidentiality obligations of these Terms and Conditions.
- 24 Password: You are required to keep Your system password secure and confidential and use it only for Your authorized access to the system. You are solely responsible for all system usage that occurs with Your password. You agree to notify Intel immediately of any actual or suspected unauthorized use of Your password. Intel is not responsible for any consequences that result from any unauthorized use of Your password.
- 25 Back-End Review and Offsetting:
- 25.1 Intel has the right to review and verify all claim requests, including for Claims that were previously approved ("Back-End Review"). Intel may request that You provide additional documentation or other evidence of Your compliance with any Intel Co-Marketing program requirements. Intel may also confirm the validity of submitted documentation with relevant third parties.
 - 25.2 Failure to comply with any Intel Co-Marketing program requirements, submission of inaccurate information to Intel, or abuse of the program may result in one or more of the following actions:
 - 25.2.1 If a Claim is found to be erroneous, the amount (if already paid) will be recovered by an offset of future payments or by check/wire transfer, at Intel's option;

- 25.2.2 If a Claim is found to be fraudulent, the amount (if already paid) will be recovered by an offset of future payments or by check/wire transfer, at Intel's option, and that amount may then also be subtracted from the annual program budget;
 - 25.2.3 Intel Contributions may be placed on hold or Claim options restricted;
 - 25.2.4 Intel Co-Marketing program budget may be reduced or program privileges suspended;
 - 25.2.5 Documentation retention requirements may increase;
 - 25.2.6 Intel Co-Marketing program membership may be terminated;
 - 25.2.7 Intel may take legal action or other actions it deems appropriate.
- 26 Taxes. Each party is responsible for its own respective income taxes or taxes based upon gross revenues, including, but not limited to, business and occupation taxes. You are responsible for any and all applicable taxes related to Your receipt of the Intel Contribution, including but not limited to any sales, use, goods and services, services, consumption, business, value added, or other taxes or comparable levies, transaction privilege taxes, gross receipts taxes, net receipt taxes, any withholding taxes and other charges such as duties, customs, tariffs, imposts, contributions and other government imposed surcharges. If your receipt of the Intel Contribution is subject to such taxes, the Intel Contribution is deemed to be inclusive of all applicable taxes.
- 27 Exclusions of Warranty. YOUR USE OF THE SYSTEM AND MATERIALS IS PROVIDED AT NO CHARGE FOR YOUR CONVENIENCE, WITH NO EXPRESS OR IMPLIED WARRANTY OF ANY KIND FROM INTEL AND ITS SUPPLIERS INCLUDING WARRANTIES OF MERCHANTABILITY, NONINFRINGEMENT OF INTELLECTUAL PROPERTY, OR FITNESS FOR ANY PARTICULAR PURPOSE. IN NO EVENT SHALL INTEL OR ITS SUPPLIERS BE LIABLE FOR ANY DAMAGES WHATSOEVER (INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF PROFITS, BUSINESS INTERRUPTION, LOSS OF INFORMATION) ARISING OUT OF THE USE OF OR INABILITY TO USE THE WEBSITES OR MATERIALS, EVEN IF INTEL HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. BECAUSE SOME JURISDICTIONS PROHIBIT THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, THE ABOVE LIMITATION MAY NOT APPLY TO YOU.
- 28 Limitation of Liability.
- 28.1 Intel will have no liability to You for any of the following losses or damage (whether such losses or damage were foreseen, foreseeable, known or otherwise): loss of revenue; loss of actual or anticipated profits; loss of the use of money; loss of anticipated savings; loss of business; loss of opportunity; loss of goodwill; loss of reputation; loss of, damage to or corruption of data; or any indirect or consequential loss or damage howsoever caused (including, for the avoidance of doubt, where such loss or damage is of the type specified in this sub-Section), whether under theory of contract, tort (including negligence), strict liability, or otherwise related to the terms and conditions of this Appendix.
 - 28.2 Subject to sub-Section 28.1 above, the aggregate liability of Intel under the terms and conditions of this Appendix (whether for negligence (or any other tortious act or omission), breach of contract or otherwise) will in no circumstance exceed 100% of the

total amount paid or to be paid by Intel to You under the individual Accepted Activity(s) which gave rise to the loss or damage.

- 28.3 Nothing in the terms and conditions of this Appendix excludes or limits Intel's liability for fraud or other criminal acts; the tort of deceit; death or personal injury caused by Intel's breach of duty; or any other liability that cannot be excluded by law.
- 29 Legal Compliance. You will carry out all Accepted Activities in compliance with all applicable national, state and local laws and regulations. This includes determining whether the Accepted Activity can actually be carried out at all in compliance with applicable law or regulation. Advertising must not be false or misleading as to price, product features or specifications. Should You conclude that an Accepted Activity cannot be carried out in compliance with an applicable law or regulation, You will not carry out the Accepted Activity and will instead, where pre-approval is required, bring the issue to the attention of Intel, suggesting any modifications to the Accepted Activity that may be required to make it compliant with any applicable law or regulation. To the extent applicable, You will acquire all rights, licenses, clearances, releases and permissions necessary for You to perform any Accepted Activities as agreed by the parties.
- 30 Indemnity. You will indemnify, defend, and hold harmless Intel, its Affiliates and the officers, directors, agents and employees of each (collectively "Intel Indemnified Parties") from and against any and all suits, claims, judgments, proceedings, causes of action, allegations, demands, losses, liabilities, costs and expenses (including, without limitation, reasonable costs and expenses of attorneys, accountants or other professionals) (collectively, a "Loss"), whether arising under contract, tort, product liability, statute, regulation or otherwise, and whether asserted during the term of this Agreement or thereafter, to the extent arising directly or indirectly from or out of, any allegations of (i) any negligent act, error, omission, or fault by You or Your subcontractors or their respective officers, directors, agents or employees ("Your Personnel") occurring in furtherance of this Agreement or any services provided hereunder; (ii) any injury, occupational injury or illness sustained by Your Personnel, Your customers, guests or visitors during an Activity covered by this Agreement; or (iii) Your failure to comply with any applicable laws and regulations as set forth in Sections 29 (Legal Compliance) and 32 (Anti-corruption). The provisions of this section shall survive the expiration or early termination of this Agreement. The Parties expressly intend the indemnity obligations described in this Section to apply even where the indemnitee's negligence contributed, or is alleged to have contributed, in whole or in part to the Loss.
- 31 Intellectual Property Rights. Each party retains all rights, title and interest in and to any intellectual property rights owned or held by them respectively, including without limitation, any patents, trademarks, and copyrights, and no license or ownership of any kind to any intellectual property is deemed granted, provided or transferred herein. If Intel provides any hardware or software to You for an Accepted Activity, it will be provided subject to the applicable license agreement. The terms and conditions of this Appendix do not obligate You to provide Intel with comments, modifications, improvements, corrections, suggestions, enhancements or other input regarding Intel products (collectively, "Feedback"). However, should You provide Intel with verbal or written Feedback, however provided and however designated, marked or labeled, Intel will be free to use, disclose, reproduce, license, or otherwise distribute or exploit the Feedback in its sole discretion without any obligations or restrictions of any kind.

32 Anti-corruption. You represent and warrant that, neither You nor anyone acting on Your behalf has violated, and will not violate, any applicable anti-corruption law, including but not limited to: The US Foreign Corrupt Practices Act, the UK Bribery Act, and/or similar laws in other jurisdictions (the "Anti-Corruption Laws") in relation to any Accepted Activity. Customer further represents and warrants that neither You nor anyone acting on Your behalf has or will directly or indirectly through any other person or entity, offer, pay, give, promise, solicit, transfer or authorize the payment of any money, gift, or anything of value to any government official (which includes any officer, employee or person acting in an official capacity for (1) any federal, state, regional or local government department, agency or instrumentality, (2) any state-owned or state-controlled company, (3) any public international organization such as the United Nations, (4) any political party, political party official, or candidate for political office, (5) members of a royal family, and (6) any agent or intermediary of any of the foregoing) ("Government Official") or any other person while knowing or having reason to know that all or a portion of such money, gift, or thing of value will be offered, paid, or given directly or indirectly to any Government Official for the purpose of (a) influencing an act or decision of the Government Official in his or her official capacity, (b) inducing the Government Official to perform or not perform any act that violates the lawful duty of such official, (c) securing an improper advantage, or (d) inducing the Government Official to use his or her influence to affect or influence any act or decision of a government or instrumentality in order to assist Intel or any of its affiliates in obtaining or retaining business. You agree that if You learn of or suspect any such payment, promise, gift, transfer or offer, in connection with any Accepted Activity, You will immediately disclose it in writing to Intel.

32.1 Activities involving Government Official. For any Accepted Activities including a Government Official or for any Accepted Activities where a Government Official may receive a payment, fee (e.g., speaker or consulting fees), or anything of value, You agree to comply with the following rules: (1) You will not provide, nor allow any other party to provide, cash or cash equivalent gifts to a Government Official or government agency except as a reasonable remuneration (e.g. reasonable speaker fees) or reimbursement on reasonable expenses; and (2) You will ensure any payments (or anything of value provided to any government agency or Government Official) will be in compliance with the law, including the Anti-Corruption Laws, and be reasonable, appropriate, transparent and accurately recorded. Furthermore, You will affirmatively disclose and obtain advance written consent from Intel any time You contemplate use of funds under any Intel co-marketing program in connection with an Activity which will include or involve any Government Official (including the provision of anything of value to a Government Official). Intel reserves the right to withhold approval for any Activity involving Government Officials that in Intel's sole discretion does not comport with the law or which may raise compliance concerns. If in the course of carrying out an Accepted Activity You become aware of any previously undisclosed government involvement, You will inform Intel as soon as practicable, and in no case later than Your submission of any associated Claim. Intel will determine, in its sole discretion, whether such government involvement comports with the law, including the Anti-Corruption Laws, and reserves the right to deny Intel Contribution towards any payments or other expenses that may raise compliance concerns.

- 32.2 Government Official Ownership or Control. You represent and warrant that unless previously disclosed to Intel in writing, none of Your directors, owners, officers, or principals, or any immediate family member of a director, owner, officer, or principal, is a Government Official with influence over the subject of this Agreement. You shall notify Intel in writing within five business days if at any time during the term of this Agreement any of Your directors, owners, officers, or principals is named, appointed, or otherwise becomes a Government Official with influence over the subject of this Agreement. If, in the opinion of Intel, such a change increases the compliance risks related to the Accepted Activities, the parties will work together to reach an acceptable solution. If no such solution can be found, such change will constitute grounds for Intel to terminate this Agreement.
- 32.3 Customer Contractors. With respect to any contractor or third party (“Contractor”) hired by Customer that obtains a User ID on Customer’s behalf, Customer is responsible for: a) obtaining Intel’s prior approval prior to Contractor requesting a User ID, and b) ensuring the Contractor understands and honors the commitments of this Agreement. Notwithstanding, Customer remains responsible for the actions of the Contractor with respect to the System. You further certify that You will ensure that any Contractor or third party performing services in connection with this Agreement and acting under Your authority or control are aware of and will not violate the Anti-Corruption Laws. Your obligations under the terms and conditions of this Appendix extend to all Contractors who may undertake Accepted Activities on Your behalf, and noncompliance by any such Contractor will be considered noncompliance by You, and may result in denial of part or all of any associated Claim. You further represent and warrant that goods or services that will be reflected in Contractor invoices You intend to submit as POP will in fact have been provided as represented.
- 33 Relationship of Parties. The parties are independent contractors, and no agency, partnership, joint venture or employee-employer relationship is intended or created by this Appendix. Each party will remain solely responsible for the performance of any of its employees or agents and will have no authority to bind the other. To the extent Intel is funding an Accepted Activity which requires You to hire personnel, You will be solely responsible for selecting and hiring qualified personnel. You will be solely responsible for the supervision, daily direction and control of the person(s) occupying the position. You will ensure that such person(s) do not act or present themselves as employees or contractors of Intel.
- 34 Order of Priority and Full Agreement. The English language version of this Appendix will prevail over any translations of them. The terms of any trademark license agreement(s) will prevail over the terms and conditions of this Appendix with respect to the subject matter of the trademark license agreement.
- 35 Agreement Modifications. This Appendix may not be modified except in writing signed by authorized representatives of both parties. Notwithstanding the foregoing, Intel may, in its sole discretion, amend this Appendix, upon 30 calendar days’ prior notice. Posting changes on the System or email notification will be deemed notification to You of such changes. You agree that Your continued participation in, or access to, any Intel co-marketing program after any changes or modifications, constitutes Your acceptance of this Appendix as modified. Accepted Activities which You had already accepted via the System prior to a change will not be affected, provided You comply

with all elements of this Appendix that were in effect at the time You accepted the Accepted Activity.

C. Definitions:

Intel Contribution means the sum of money Intel has agreed to pay to Member under an Accepted Activity.

Intel Co-Marketing means marketing activities carried out by a Member that market Intel and the Member's products, and for which the cost is shared between Intel and the Member.

Activity means a marketing activity or a series of marketing activities entered into the System that promotes Intel products, technologies, and/or brands.

The Intel entity which is a party to this Appendix ("Intel"): Intel Corporation and 1) if You are located within the ASMO or LAR regions, the Intel entity is Intel Americas, Inc.; 2) if You are located within the EMEA region, the Intel entity is Intel Corporation (UK) Ltd.; 3) If You are located within the APAC region or PRC (but excluding Japan), the Intel entity is Intel Semiconductor (US) LLC; 4) if You are located in Japan, the Intel entity is Intel Kabushiki Kaisha (K.K.).

Proof of Performance ("POP") is documentation that demonstrates an Accepted Activity occurred as agreed, as further set forth in Intel's activity guidebook. Includes Proof of Cost, Proof of Execution, and Proof of Attribution.

Vested interest. A Member or Member's employee is considered to have a vested interest in another company if:

- Member is a parent corporation, sibling corporation, subsidiary, or otherwise related to the other company
- Member or an owner, officer, manager, or employee of Member:
- Has a financial interest in the other company
- Is also an employee, owner, officer, and/or manager of the other company, or ○ Is related by blood or law to an employee, owner, officer, and/or manager of the other company