

**Intel® Cloud Insider Program
Terms and Conditions (“Terms and Conditions”)**

Updated as of September 1, 2018

Please read these Intel® Cloud Insider Program (“Program”) Terms and Conditions carefully. If You agree, click “I ACCEPT”. By clicking “I Accept”, You agree to be legally bound by these Terms and Conditions. Upon Intel’s acceptance of your membership registration form, these Terms and Conditions constitute a legal binding agreement between You and Intel Corporation and its subsidiaries (“Intel”). “You” refers to you or your employer or other entity 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 that you have the legal authority to bind that legal entity to these Terms and Conditions, in which case, “You” or “Your” shall be in reference to such entity.

Your acceptance of these Terms and Conditions is required to enroll into the Program. You must also complete and submit the membership registration form and be a Cloud Service Provider as defined below, to be eligible for this Program. You further agree that Your continuing participation in, or access to, Program after any changes or modifications by Intel to these Terms and Conditions constitutes Your ongoing acceptance of the Terms and Conditions as modified.

The following exhibits are incorporated herein and are supplemental to these Terms and Conditions:

Exhibit A: DevOps Technology Sandbox User Terms and Conditions

Exhibit B: Trademark License Agreement

Exhibit C: Points Terms and Conditions

Exhibit D: Intel® Solutions Marketplace Terms and Conditions

1.0 DEFINITIONS

1.1 “Cloud Service Providers” means those entities which provide cloud-based services including infrastructure, platform, or software as a service, to end customers.

1.2 “Effective Date” means the date that Intel provides you written notification of your acceptance as a member of Program.

1.3 “Member” means any “Cloud Service Provider” who is a member of the Program.

1.4 “Program Benefits” mean the benefits described at www.intel.com/cloudinsider, as may be updated from time to time by Intel.

1.5 “Tool” means the DevOps Technology Sandbox Tool described in Exhibit A to these Terms and Conditions.

1.6 “Trademark License Agreement” means the Trademark License Agreement attached as Exhibit B to these Terms and Conditions.

2.0 MEMBER and AGENCY. These Terms and Conditions, and the use of the word “Member” 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. Neither You nor Intel is authorized to create any obligation, express or implied, on behalf of the other. Without limiting the foregoing, You acknowledge that use of the term “Member” in the program materials does not constitute or imply a legal partnership or fiduciary relationship between the parties.

3.0 YOUR OBLIGATIONS FOR MEMBERSHIP

3.1 Comply with Program Terms and Conditions. You agree to comply at all times with these Terms

and Conditions, and any other terms and conditions that Intel makes available as part of or in connection with Program.

3.2 Connectivity. You agree to:

- (i) Maintain an active email address for Your primary contact and all other employees who engage with the program;
- (ii) Maintain the ability to access Program websites. If Your login ID and password is inactive for longer than 18 months, Intel reserves the right to delete Your individual login ID and reassign it;
- (iii) Keep secure any password used to access the Program website(s) and use it only for Your own authorized access to such websites;
- (iv) Receive all official program notifications that Intel sends pertaining to program or membership status changes to You and to those employees who engage with the program regardless of newsletter and communication preferences; and
- (v) Permit Intel to list Your firm name, address and Member status on a publicly available website and to provide a link to Your website, with a disclaimer that Intel is not responsible for the content on Your website.

4.0 POINTS. Points ("Points") are a discretionary earned benefit that Intel offers to active members that complete non-purchase activities (hereinafter referred to as "non-transactional activities") as defined by Intel. Non-transactional activities which Points may be granted for, may include, without limitation, completing select online training and participating in marketing campaigns and case studies as approved by Intel. Exhibit C sets forth the terms and conditions applicable to Points.

5.0 ADDITIONAL PROGRAM BENEFITS AND SERVICES. From time to time, Intel may offer benefits or services, in addition to those specified herein, to members of Program. Such benefits or services may be governed by separate guidelines, rules, or other terms and conditions. The guidelines, rules, or terms and conditions for a particular benefit or service will govern that particular benefit or service. A Member may be eligible to participate in multiple programs when meeting the specific guidelines; however, financial benefits from the programs will not be combined.

5.0 CONFIDENTIAL INFORMATION. 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 us. In the event You have not entered into a CNDA, the following will apply:

5.1 Intel's "Confidential Information" includes: (i) tangible information of Intel's that is labeled "confidential" or "Intel Confidential", and (ii) orally communicated information that relates to or is embodied in a tangible document that is labeled as stated in (i).

5.2 At all times, title or the right to possess Confidential Information remains with Intel. Certain Program benefits may require additional confidentiality terms as a condition of participation. The terms below control Intel's Confidential Information disclosed through Program and survive termination or expiration of these Terms and Conditions and Your membership. You agree to do and/or comply with the following terms:

- (i) **Maintain Confidential Information.** Maintain Confidential Information with at least the same degree of care that You use to protect Your own confidential and proprietary information, but with at least a reasonable degree of care under the circumstances.
- (ii) **No Disclosure.** Do not disclose any Confidential Information to any third parties except to Your employees who have a need to know the information to do their jobs. Before disclosing Confidential Information to Your employees, train them on these contractual obligations of confidentiality and obtain their agreement to comply with them. You are responsible for compliance of Your employees with these obligations.
- (iii) **Copies.** Do not make copies of Confidential Information except as necessary for Your employees

that have a need to know; all copies must be marked "Intel Confidential".

- (iv) **Duration.** Maintain the confidentiality of Confidential Information for at least five (5) years from the date it was disclosed to You unless it is: (i) rightfully in the public domain, (ii) rightfully received from a third party without any obligation of confidentiality, (iii) rightfully known to You without any limitation on use or disclosure prior to its receipt from Intel, or (iv) generally made available to others by Intel without restriction on disclosure.
- (v) You agree to return or destroy all or part of Confidential Information, including any copies, at Intel's request, and confirm Your compliance with such request.

6.0 TERM AND TERMINATION

6.1 Term and Termination. These Terms and Conditions will be effective from the "Effective Date" and will continue until terminated.

6.2 Termination for Convenience. Intel may terminate the Program and these Terms and Conditions at any time and for any reason, or no reason, upon notice to You. Posting a termination notice on the Intel website and/or sending an email will be deemed sufficient notice to You of such termination.

6.3 Termination of Membership by Intel. Intel may terminate Your membership in Program at any time in accordance with these Terms and Conditions in Intel's sole discretion. Conduct that constitutes cause for termination includes, but is not limited to:

- (i) Application for membership, including program profile questions, contains incorrect or falsified information;
- (ii) Obtaining or attempting to obtain benefits or services through deceptive, fraudulent or other illegal means;
- (iii) 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;
- (iv) Maintaining or applying for multiple or duplicate membership accounts;
- (v) Failure to comply with any of the membership requirements;
- (vi) Breaching or failing to comply with any provision of these Terms and Conditions; or
- (vii) Failure to comply with any other provisions applicable to You as an Program member.

6.3 Termination of Membership by You. You may voluntarily terminate Your membership at any time by providing written notice to the Program administrator at programs@intel.com.

6.4 Effect of Termination. Upon termination of these Terms and Conditions, all rights granted under these Terms and Conditions and any applicable trademark or logo license agreements will immediately terminate.

7.0 OTHER PROGRAM TERMS, CONDITIONS AND NOTICES

7.1 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.

7.2 Member Web Site and Password. You are solely responsible for all activities that occur with Your password. You will 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. Direct any questions or problems with Your password or the website to: programs@intel.com.

7.3 Content and Software Available on Intel's Web Sites. Intel maintains websites related to the Program via Intel.com. Your use of such websites is subject to the provisions contained under the "Terms of Use" link on such websites. 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 end user license agreement, if any.

7.4 Privacy. We collect a limited amount of information from You when You register to participate in the Program which enables us to contact You at your place of business (e.g., such as your first and last name, company name, office phone number, company mailing address and e-mail address). In addition, we ask You for information that provides us with a profile of Your business. We may also collect information on the volume and types of Intel products you buy from our authorized ecosystem vendors, or from other third parties who participate in programs providing benefits to the Programs members. We may also collect information related to your usage of the Program sites.

We may use your information for the following purposes related to the Program:

- To deliver member benefits such as financial incentives or customer support programs
- To deliver member services such as newsletters, events or training activities
- To help us create and publish content relevant to you
- To ensure our Program websites are relevant to the needs of our members
- To inform you of new product offerings, product discontinuances, special offers, updated information and other benefits or services available to members
- To support other related Intel programs

For additional information regarding Intel's privacy policies, please visit <https://www.intel.com/content/www/us/en/privacy/intel-privacy-notice.html>. In the cases stipulated by the laws of Russian Federation, personal data of Russian citizens will be stored and processed in databases in Russian Federation.

7.5 Third Party Content and Websites. 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 of resellers of product, including Intel Authorized Distributors or vendors or any other third party appearing on the website or websites that may be linked from the Program website.

7.6 Disclaimers. THE PROGRAM, INCLUDING WITHOUT LIMITATION, ANY INFORMATION, TEXT, GRAPHICS, LINK OR OTHER ITEM CONTAINED ON THE PROGRAM WEBSITES AND THE PRODUCTS AND SERVICES PROVIDED ON OR THROUGH THE PROGRAM ARE PROVIDED AT NO CHARGE FOR YOUR CONVENIENCE, WITH NO WARRANTY WHATSOEVER FROM INTEL AND ITS SUPPLIERS. INTEL DISCLAIMS ANY AND ALL WARRANTIES EXPRESSED, IMPLIED, OR OTHERWISE, WITH RESPECT TO THE PROGRAM, AND THE MATERIALS AND THE SERVICES PROVIDED ON OR THROUGH THE PROGRAM, 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 WEBSITE OR THE OPERATION, FUNCTIONALITY, OR AVAILABILITY OF THE WEBSITE, OR THAT THE WEBSITE WILL BE VIRUS FREE, OR THAT ANY DEFECTS IN THE WEBSITE WILL BE CORRECTED.

7.7 LIMITATION OF LIABILITY. 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 these Terms and Conditions. Subject to the preceding sentence, the aggregate liability of Intel under these Terms and Conditions (whether for negligence or any other tortious act or omission, breach of contract or otherwise will in no circumstance exceed \$5,000 USD (five thousand US dollars). Nothing in these Terms and Conditions 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.

7.8 Anti-Corruption. You represent and warrants that You are in compliance with all applicable anti-

corruption laws, and that You have not and will not violate any anti-corruption law, 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.

8.0 GENERAL PROVISIONS

8.1 Variations. The implementation and administration of Program may vary from country to country.

8.2 Assignment. Membership is not transferable or assignable. Any purported assignment or transfer may be deemed a material breach of this agreement 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 subsidiaries that are wholly owned directly or indirectly by Intel.

8.3 Order of Priority. The English language version of these Terms and Conditions will prevail over any translations of them. The terms of the Trademark License Agreement will prevail over these Terms and Conditions with respect to the subject matter of the Trademark License Agreement. The terms of the DevOps Technology Sandbox Tool User Terms and Conditions will prevail over these Terms and Conditions with respect to the subject matter of the DevOps Technology Sandbox Tool User Terms and Conditions. The terms of the Points Terms and Conditions shall prevail over these Terms and Conditions with respect to the subject matter of the Points Terms and Conditions. The terms of the Intel® Solutions Marketplace Terms and Conditions will prevail over these Term and Conditions with respect to the subject matter of the Intel® Solutions Marketplace Terms and Conditions.

8.4 Waiver. Failure to enforce any of these Terms and Conditions will not constitute a waiver of such terms, nor affect their enforceability.

8.5 Modifications. These Terms and Conditions may not be modified except in writing signed by authorized representatives of both parties. Notwithstanding the foregoing, Intel may, in its sole discretion, alter, revise, amend or cancel Program, Program Benefits and/or these Terms and Conditions, which will be effective upon notification unless a different time is stated. Posting changes on the Intel website and/or sending email will be deemed notice to You of such changes.

8.6 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 these Terms and Conditions.

8.7 Severability. If any provision of these Terms and Conditions is determined by a court of competent jurisdiction to be invalid, illegal or unenforceable, such determination will not affect the validity of the remaining provisions unless Intel determines in its discretion that the court's determination causes these Terms and Conditions or Program to fail in any of its essential purposes.

8.8 Entire Agreement. These Terms and Conditions and any documents referred to in these Terms and Conditions contain the entire understanding between You and Intel with respect to Program and merge and supersede all prior and contemporaneous terms and conditions.

8.9 Governing Law and Forum. Any disputes arising out of or in connection with these Terms and Conditions, including without limitation their formation, interpretation, performance and subject matter, and including Program, its materials, or its websites will be adjudicated in the following forums and governed by the following laws: (1) If You are based in the United States of America, Canada, or Latin America including Mexico, the applicable laws will be that of the United States and the State of Delaware, without reference to its conflict of law principles and the applicable jurisdiction shall be the state and federal courts sitting in the State of Delaware; (2) If You are based in the Asia Pacific Region, the applicable laws will be that of Singapore, without reference to its conflict of law principles and the applicable jurisdiction and venue shall be the courts sitting in Singapore; (3) If You are based in Japan, the applicable laws will be that of Japan, without reference to its conflict of law principles and the applicable venue will be the Tokyo District Court; (4) If you are based in the People's Republic of China or Hong Kong, the applicable laws will be that of Hong Kong, without reference to its conflict of law principles and the applicable jurisdiction and venue will be a competent court in Hong Kong; and (5) If you are based in Europe or any other country/region not set forth in this Section, the applicable law will be that of England and Wales without reference to its conflict of law principles and the applicable jurisdiction and venue shall be the courts sitting in England. Each party hereby irrevocably waives any objection to such jurisdiction and venue.

8.10 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 <http://www.intel.com/content/www/us/en/legal/export-compliance.html?wapkw=export>

8.11 No Exclusivity. Any rebates or benefits which may be offered or provided under Program are not conditioned on any exclusivity or market share commitment. Furthermore, nothing in this Agreement will prevent either Party from entering into similar arrangements with third parties.

Exhibit A: DevOps Technology Sandbox Tool User Terms and Conditions

The terms of this Exhibit A will govern Your use of the DevOps Technology Sandbox Tool ("Tool"). You may not use the Tool unless and until You have accepted and acknowledged the terms below.

- 1. Purpose.** As part of the Program, Intel may provide members remote access to a test environment to test and evaluate Intel production and pre-production cloud computing hardware and software (the "Purpose"). Remote access will be allowed for a defined period of time and solely for internal testing and evaluation of Intel hardware and software.
- 2. Access Rights.** Subject to the Terms and Conditions and the terms and conditions set forth in this Exhibit A, Intel hereby grants You a limited, nonexclusive, nontransferable, revocable, worldwide, fully paid-up license during the term of this Agreement, without the right to sublicense, to access and use the Tool and associated documentation (collectively, "Materials"). You understand and agree that circumstances may occasionally limit the availability of the Tool, and therefore such access shall be subject to the availability of resources, as determined by Intel in its sole discretion.
- 3. Authorized Users.** Access rights will be granted to select employees at Your company ("the Authorized Users"). The Authorized Users must be made expressly aware of all their duties resulting from this Agreement, with respect to security and confidentiality. In particular, You must ensure that Authorized Users will comply with the security measures as required in Section 4 below.
- 4. Accessing Company's Obligations and Security Measures.** You must:
 - a. Ensure that the premises housing equipment used to access the Tool ("Access Equipment") is

- subject to physical access control and is not shared with a third party;
 - b. Ensure that only Authorized Users access the Materials;
 - c. Maintain a record of which Company employees or agents have access to the Access Equipment; and
 - d. Maintain resources used for remote access or interconnection up to date in terms of security and upgrades of the operating system and software installed on these resources.
- 5. **Shared use of Tool.** You understand that Intel permits other users (third parties as well as Intel employees) to access and use the Tool, and that other companies may also have remote access to the Tool. As a condition of Your access to the Tool, You acknowledge that you have been informed by Intel that, despite reasonable protection measures taken by Intel, unauthorized users may obtain access to the portion of the Tool assigned to You, and You agree that Intel is not responsible for unauthorized access.

You agree to take appropriate precautions to protect all data and files that You may maintain in the Tool. In consideration of Your use of the Tool, You agree to be solely responsible for:

 - a. Only using the Tool for the Purpose. You are prohibited from using or attempting to use the Tool for any illegal, illicit, or illegitimate purpose, including but not limited to: creating or distributing computer viruses, unsolicited emails, spyware, or adware; discovering or defeating security protection methods or measures; using third party intellectual property without proper license; or attempting to discover information about Intel or other users of the Tool;
 - b. Taking all measures as deemed appropriate by You to ensure the security of your software, data and other assets integrated to the Tool as well as for the security of your own network and Access Equipment; and
 - c. The acquisition, installation and maintenance of the required Access Equipment in Your premises is under the Accessing Company's responsibility and must not be used for other purposes.
- 6. **Ownership.** Ownership and title to the Materials will remain with Intel. You will not represent that you have or assert, any ownership interest in any Materials.
- 7. **No Implied Rights.** No authorizations, covenants, licenses, or other rights are granted to You by implication, estoppel, statute, operation of law or otherwise, except for those licenses expressly granted above.
- 8. **Confidentiality.** YOU AGREE TO MAINTAIN APPROPRIATE PHYSICAL SECURITY OF ANY INTEL CONFIDENTIAL INFORMATION, MATERIALS DOWNLOADED FROM THE TOOL, AS WELL AS OF THE ELECTRONIC MEANS BY WHICH YOU ACCESS TO THE TOOL. The Materials and Your use and evaluation thereof, including any knowledge of or information about pre-release features, performance, capabilities or errata and any problems encountered by You, as well as Feedback, are considered "Intel Confidential Information" and subject to the Intel Corporate Non-Disclosure Agreement ("CNDA") in effect between You and Intel.
- 9. **Additional Restrictions.** You will not perform, nor allow, authorize or assist others in, reverse engineering, decompilation, or the like on the Materials to attempt to learn information about the internal architecture, design, operation, manufacture, features, or functionality, beyond that provided to You. Nothing herein will be construed to limit Your ability to design, develop, debug, optimize, or support Your products without use of or access to the Materials.
- 10. **Feedback.** You agree to periodically provide Intel with Feedback regarding the Materials. "Feedback" means any suggestions, comments, corrections, or other information conveyed by You to Intel about the Materials, Intel Confidential Information, or Intel products. Although Company may decide how much Feedback to give Intel, and how Company provide that Feedback, 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, including without limitation, intellectual property rights or licensing obligations.
- 11. **DISCLAIMERS.** THE MATERIALS ARE PROVIDED "AS IS", POSSIBLY WITH FAULTS, AND MAY:

(I) INCLUDE FEATURES, CAPABILITIES OR ERRATA WHICH MAY NOT BE INCLUDED IN COMMERCIAL VERSIONS; (II) BE UNDER DEVELOPMENT AND SUBJECT TO CHANGE AT ANY TIME WITHOUT NOTICE; (III) NOT BE FULLY TESTED; (IV) LACK REGULATORY APPROVALS; AND (V) CONTAIN BUGS OR ERRORS. INTEL IS NOT OBLIGATED TO DEVELOP, RELEASE OR OFFER FOR SALE OR LICENSE A FINAL PRODUCT BASED ON THE MATERIALS. YOU USE THE MATERIALS AT YOUR OWN RISK. INTEL DISCLAIMS ALL WARRANTIES WHATSOEVER, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT OF THIRD PARTY INTELLECTUAL PROPERTY. INTEL WILL NOT BE LIABLE TO YOU FOR ANY DIRECT, INDIRECT, PUNITIVE, INCIDENTAL, CONSEQUENTIAL, OR SPECIAL DAMAGES OF ANY KIND, EVEN IF ADVISED OF THE POSSIBILITY OF THOSE DAMAGES.

12. Survival. Sections 6 through 11 shall survive the termination of this Exhibit A.

Exhibit B: Trademark License Agreement

The terms of this Exhibit B will govern Your use of the Licensed Marks and Intel's use of the Licensee Marks in connection with the Program. You may not use the Licensed Marks unless and until You have accepted and acknowledged the terms below. Any unauthorized use of the Licensed Marks constitutes infringement of Intel's exclusive trademark rights.

Background

- Licensee is a public cloud service provider (CSP) providing cloud services (access to servers, storage, or networking resources via the internet from a cloud provider) or instances (access to a virtual server resource via the internet from a cloud provider) based on Intel processors, in turn providing end-user benefits of performance, security, quality and efficiency delivered with Intel's cloud infrastructure;
- Licensee wishes to join the Program and use the "Intel® Xeon® Logo" and the "Intel® Logo" in connection with the marketing, advertising and promotion of these services or instances;
- Licensee agrees that it will only use the "Intel® Xeon® Logo" when providing services or instances based on 100% Intel processors;
- Licensee agrees that it will only make limited use of the "Intel® Logo" at co-marketing events promoting its services and instances based on 100% Intel processors; and
- Intel wishes to use Licensee's trademark to promote that Licensee is a participant of the Program and other co-marketing activities as mutually agreed by the parties.

The parties therefore agree:

1. Definitions

- 1.1. "Licensee" means "You", or "Your".
- 1.2. "Licensed Marks" means the "Intel® Xeon Logo" and "Intel® Logo" attached at Exhibit 1, which Intel may change at any time, in Intel's sole discretion, but will give Licensee reasonable notice of any changes.
- 1.3. "Licensee Marks" means Licensee's trademarks as provided by Licensee to Intel through mutually agreed means.
- 1.4. "Terms & Conditions" means the "Intel® Xeon Logo" Trademark and Logo Usage Guidelines and the Intel® Logo Trademark and Logo Usage Guidelines available at:

<https://www.intel.com/content/www/us/en/trademarks/usage-guidelines.html> and the Intel® Cloud Insider Program Terms and Conditions (collectively, the “Terms and Conditions”). The Terms & Conditions may be amended by Intel, from time to time, in Intel’s sole discretion. Updated Terms & Conditions will become effective upon notification. Posting changes on the Intel website and/or sending email shall be deemed notice to you of such changes

1.5. “Qualifying Services” means services and instances provided by Licensee that meet Intel’s specifications, namely that each service or instance is based 100% on Intel CPU’s. Intel’s specifications may be amended by Intel, from time to time, in Intel’s sole discretion. Changes will become effective upon notification. Posting changes on the Intel website and/or sending email shall be deemed notice to you of such changes

1.6. “Territory” means worldwide.

2. License Grant

2.1. Subject to and conditioned on Licensee’s full compliance with this Agreement, including without limitation Sections 3 and 4, Intel grants to Licensee, and Licensee accepts, a limited, worldwide, nonexclusive, non-transferable, royalty-free, revocable license to use the Intel® Xeon Logo in connection with the marketing, advertising and promotion of Qualifying Services as provided in this Agreement and all terms incorporated by reference. No other right, title, or license is granted hereunder. Licensee is granted no right to sublicense the Intel® Xeon Logo. This grant does not extend to Licensee’s subsidiaries, affiliates, suppliers, distributors, dealers, agents, customers, or other third-party entities.

2.2. Subject to and conditioned on Licensee’s full compliance with this Agreement, including without limitation Sections 3 and 4, Intel grants to Licensee, and Licensee accepts, a limited, worldwide, nonexclusive, non-transferable, royalty-free, revocable license to use the Intel® Logo in connection with co-marketing events promoting Licensee’s Qualifying Services as provided in this Agreement and all terms incorporated by reference. No other right, title, or license is granted hereunder. Licensee is granted no right to sublicense the Intel® Logo. This grant does not extend to Licensee’s subsidiaries, affiliates, suppliers, distributors, dealers, agents, customers, or other third-party entities.

2.3. Subject to and conditioned on Intel’s full compliance with this Agreement, including without limitation Sections 3 and 4, Licensee grants to Intel, and Intel accepts, a limited, worldwide, non-exclusive, non-transferable, royalty-free, revocable license to use the Licensee Marks in connection with the promotion of the Program, to create custom creatives for Intel-led co-marketing activities and other co-marketing activities as mutually agreed by the parties. No other right, title, or license is granted hereunder. Intel is granted no right to sublicense the Licensee Marks. This grant does not extend to Intel’s subsidiaries, affiliates, suppliers, distributors, dealers, agents, customers, or other third-party entities.

3. Quality Control

3.1. Licensee may only use the Licensed Marks in connection with Qualifying Services and no other goods or services.

3.2. Licensee must comply with all applicable laws and regulations that govern its provision of Qualifying Services.

3.3. Licensee may only use the Licensed Marks in connection with the provision of services or instances that meet or exceed the Qualifying Services and commensurate with Intel Corporation’s overall reputation for high quality products and services.

- 3.4. If Licensee's services no longer meet the terms of this Agreement, Licensee will immediately notify Intel in writing.
- 3.5. Licensee must give prompt notice to Intel of any material complaint by any customer or other third party that Licensee's services may not conform to the requirements of this Agreement.
- 3.6. Intel may after reasonable notice review the Qualifying Services and associated materials to ensure compliance with this Agreement.
- 3.7. Intel may only use Licensee Marks in connection with the promotion of the Program, to create custom creatives for Intel-led co-marketing activities and other co-marketing activities as mutually agreed by the parties.

4. Proper Usage/ Review of Materials

- 4.1. Licensee will comply with the usage guidelines for the Licensed Marks as set forth in the Terms & Conditions.
- 4.2. If Intel uses the Licensee Marks, it will comply with any usage guidelines for Licensee Marks provided by Licensee.
- 4.3. Licensee must call out the specific Intel® Xeon® processor in marketing, advertising and promotion collateral for Qualifying Services, especially in point of purchase and service/instance descriptions.
- 4.4. Neither party may alter the other party's licensed marks in any way or integrate the other party's licensed mark into any of its own trademarks, logos, or designs or those of third parties.
- 4.5. Licensee must use the Licensed Marks with the respective trademark symbols and acknowledgement lines as set forth in the Terms & Conditions.
- 4.6. Neither party may use the other party's licensed marks in any manner that is likely to create confusion as to the source or sponsorship of the other party's products or services, or that in any way indicates to the public that one party is a division or affiliate of the other party.
- 4.7. Each party may only display the other party's licensed marks in a positive manner and may not use the other party's licensed marks in any manner that may disparage the other party, its brands, or its products or services. Neither party may use the other party's licensed marks in any manner that may diminish or otherwise damage the other party's goodwill in its marks, including but not limited to use on materials that could be considered to be obscene, pornographic, violent, or otherwise in poor taste or unlawful, or the purpose of which is to encourage unlawful activities.
- 4.8. Each party may review and inspect the other's materials displaying the licensed marks and each party must reasonably cooperate in providing the other party access to those materials.
- 4.9. If requested, each party agrees to make any modification to the placement of the other party's licensed marks on materials displaying the licensed marks that may be requested by the other party.
- 4.10. Licensee must not use, register, or apply to register any mark, name, and/or designation in the format of "Term+INSIDE" for any product or service. Licensee must not use, register, or apply to register any logo incorporating a swirl or broken circle identical or similar to the

Intel® logo circular swirl.

5. Protection of Interest

- 5.1. Acknowledgment of Intel's Rights. As between the parties, Licensee acknowledges Intel's exclusive rights to the Licensed Marks and all associated goodwill, and acknowledges that all use of the Licensed Marks inures to the sole benefit of Intel. Licensee will not challenge Intel's exclusive ownership rights in and to the Licensed Marks, nor take any action inconsistent with Intel's rights in the Licensed Marks. Licensee will not adopt, use (except as provided in this Agreement), apply to register, or register as its own, any trademarks, words or designs confusingly similar to or that dilute the Licensed Marks. If at any time Licensee acquires any rights in, or registrations or applications for the Licensed Marks by operation of law or otherwise, Licensee will immediately and at no expense to Intel assign those rights, registrations, and applications to Intel, along with all associated goodwill.
- 5.2. Acknowledgment of Licensee's Rights As between the parties, Intel acknowledges Licensee's exclusive rights to the Licensee Mark and all associated goodwill, and acknowledges that all use of the Licensee Mark inures to the sole benefit of Licensee. Intel will not challenge Licensee's exclusive ownership rights in and to the Licensee Mark, nor take any action inconsistent with Licensee's rights in the Licensee Mark. Intel will not adopt, use (except as provided in this Agreement), apply to register, or register as its own, any trademarks, words or designs confusingly similar to or that dilute the Licensee Mark. If at any time Intel acquires any rights in, or registrations or applications for the Licensee Mark by operation of law or otherwise, Intel will immediately and at no expense to Licensee assign those rights, registrations, and applications to Licensee, along with all associated goodwill
- 5.3. Enforcement. If a party becomes aware of any unauthorized use of the other party's licensed marks by a third party, that party must promptly notify the other party in writing, and must provide reasonable cooperation, at the other party's expense, in any enforcement of the other party's rights against that third party. The right to enforce each party's rights in the licensed marks rests entirely with the licensor and may be exercised in its sole discretion. Neither party may commence any action or claim to enforce the other party's rights in the licensed marks.

6. NO REPRESENTATIONS OR WARRANTIES

THE PARTIES MAKE NO REPRESENTATIONS OR WARRANTIES OF ANY KIND RESPECTING THE LICENSED MARK OR INTEL TRADEMARKS, INCLUDING THE VALIDITY OF THEIR RIGHTS IN ANY COUNTRY, AND EXPRESSLY DISCLAIM ALL WARRANTIES THAT MIGHT OTHERWISE BE IMPLIED BY APPLICABLE LAW.

7. Indemnity

- 7.1. Intel agrees to defend or settle (in its sole discretion) any claim threatened against Licensee or brought in any suit or proceeding against Licensee (a) concerning Intel's use of the Licensee Marks in violation of this Agreement (unless Licensee in its sole discretion chooses to retain control over the defense or settlement of that claim), or (b) based on any allegation that the Licensed Marks, as used by Licensee in accordance with this Agreement, infringe or violate the trademark rights of another, and Intel will pay all damages, costs and fees finally awarded against Licensee and exclusively attributable to that claim, provided that
- (i) Licensee promptly notifies Intel in writing of the claim,
 - (ii) Intel solely controls and conducts the defense or settlement of the claim,
 - (iii) Licensee fully and timely cooperates and provides all requested authority, information and assistance to Intel, at Intel's expense, and
 - (iv) at Intel's instruction, Licensee immediately ceases use of the challenged Licensed Marks.

- 7.2. Licensee agrees to defend or settle (in its sole discretion) any claim threatened against Intel or brought in any suit or proceeding against Intel (a) concerning Licensee's use of the Licensed Marks in violation of this Agreement (unless Intel in its sole discretion chooses to retain control over the defense or settlement of that claim), (b) concerning Licensee's design, development, advertising, marketing, promotion, provision or sale of Qualifying Services, or (c) based on any allegation that the Licensee Marks, as used by Intel in accordance with this Agreement, infringes or violates the trademark rights of another, and Licensee will pay all damages, costs and fees finally awarded against Intel and exclusively attributable to that claim, provided that
- (i) Intel promptly notifies Licensee in writing of the claim,
 - (ii) Licensee solely controls and conducts the defense or settlement of the claim and
 - (iii) Intel fully and timely cooperates and provides all requested authority, information, and assistance to Licensee, at Licensee's expense.
- 7.3. In the event of any claim or threatened claim against Intel or Licensee as described in sections 7.1 and 7.2, each party reserves the right to terminate, immediately on written notice, all or a part of this Agreement, and the other party will take all steps necessary to immediately cease use of the licensed trademarks. Neither party will be responsible for any damages, costs, or fees awarded to the extent they reflect the other party's continued use of the licensed trademarks contrary to the party's instructions to cease use. The indemnities in 7.1 and 7.2 do not cover damages that the indemnified party could have avoided or mitigated through the exercise of reasonable efforts under the circumstances.

8. Effect of Termination

- 8.1. Effect of Termination. Upon termination of this Trademark License Agreement, Licensee must immediately cease use of the Licensed Marks.
- 8.2. Continuing Obligations. Sections 1, 5, 6, 7, 8, and 9 will survive the termination of this Trademark License Agreement.

9. Choice of Law and Jurisdiction

- 9.1. If Licensee's principal place of business is in the U.S., the validity, construction and performance of this Agreement is governed by U.S. federal law and the laws of the State of Delaware without reference to conflict of laws principles. The parties further acknowledge and agree that any non-contractual cause of action that either party may assert, including but not limited to trademark infringement, trademark dilution, passing off, false designation of origin, unfair competition and other non-contractual causes of action, will be governed by U.S. federal law and the law of the State of California. Any dispute arising out of this Agreement 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.
- 9.2. If Licensee's principal place of business is in a country outside of the U.S. (other than the Russian Federation), the validity, construction and performance of this Agreement is governed by the laws of that country without reference to conflict of laws principles. Any dispute arising out of this Agreement will 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 the Intel's authorized legal counsel in that relevant country.
- 9.3. If the Licensee's principal place of business is in the Russian Federation, the validity, construction and performance of this Agreement is governed by the laws of the State of Delaware, USA without reference to conflict of laws principles. Any dispute or controversies

that may arise out of or in relation to this Agreement is subject to consideration, to the exclusion of the courts of law, 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.

10. Representation as to Authority

10.1 The parties to this Agreement represent and warrant that they have the sole right and exclusive authority to execute this Agreement and that they have not sold, assigned, transferred, conveyed, or otherwise disposed of any interest, right, claim or demand, or portion thereof, relating to any matter in this Agreement.

Appendix 1

Intel® Xeon Logo and Intel® Logo



Exhibit C: Points Terms and Conditions

1. Participation.

1.1 Participation in Points is subject to Your compliance with the Terms and Conditions and these Points Terms and Conditions (together, the "**Terms and Conditions**"). Active Program members participant in points are hereinafter referred to as "Eligible Program Members". Members who do not remain as active members of the Program will no longer be eligible for Points. You are not obligated to participate in Points and may opt-out at any time upon notice to Intel.

2. Qualified Activities and Promotion Participation.

2.1 Only those activities and promotions specified on the Points pages of the Program website ("Points Pages"), qualify for Points earnings. Non-transactional activities which Points may be granted for, may

include, without limitation, completing select online training and participating in marketing campaigns and case studies as approved by Intel.

3. Award Values.

3.1 Intel, at its sole discretion, determines the Point earnings amount for each eligible activity or promotion participation. Intel may vary the amount of a point value or discontinue any qualifying activity or promotion at any time without prior notice. Point values may vary by geography or by other parameters at Intel's discretion. Intel, at its sole discretion, reserves the right to place and enforce a minimum threshold and/or ceiling on Points and to limit the quantities of a particular offer in a specified time period. Intel's decision on whether or not an activity qualifies for Points earnings shall be final.

3.2 The relevant date used for establish the Points earned for a non-transactional activity, is the Eligible Program Member's date of attendance or completion of activity, as applicable.

3.3 Intel may also award Points for special promotions, offers, or campaigns. Special promotion rules will be communicated to the Eligible Program Member by any method customarily used for communicating with Program members including, but not limited to, electronic mail and/or posting of the Points terms and conditions to the Points Pages.

4. Points earning.

4.1 For each eligible non-transactional activity performed by an Eligible Program Member and correctly reported, Intel will grant Points equal to the stated amount for that activity and date of occurrence.

4.2 Intel will process the relevant point earnings and will post them to the Points statement area of the Points Pages. Eligible Program Members are responsible for regularly reviewing their Points balance.

5. Points Spending.

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

5.2 Eligible Program Members will be able to browse available redemption options, which may vary by geography. Each redemption item will display the corresponding point value, which is inclusive of all associated charges. Eligible Program Members can only redeem for items within their available Points balance. All redemptions will create a debit transaction in the member's 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 item description. By submitting a redemption for such item, Eligible Program Members confirm acceptance of such terms.

5.4 Where permitted, and subject to any redemption-specific terms, Eligible Program Member accounts will be re-credited with the corresponding Points amount in the event of cancellation of a redemption request, or return of a redemption option.

5.5 Intel may make special redemption offers to Eligible Program Members from time to time. Redemption offer terms will be communicated to the Eligible Program Member by any method customarily used for communicating with Program members including, but not limited to, electronic mail and/or posting of the updated Points terms and conditions to the Points Pages.

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

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 the Eligible Program Member account, unless (i) a different period is communicated for a specific earning opportunity; or (ii) Points are cancelled in accordance with Section 12, below.

6.2 Points can be forfeited in the following ways: (1) Eligible Program Member voluntarily opts out of Points or termination in accordance with Section 13; or (2) Points expire as per the published Points

expiration rules. Where Eligible Program Members are no longer eligible for Points, they will be able to access their Points statements and will be able to redeem any remaining available Points, provided they have sufficient Points to cover the redemption option, for a period of sixty days from the date their eligibility ended.

7. Statements.

7.1 Eligible Program Members are able to view their Point statements on the Points Pages, which detail current Points balance and provide a statement of all transactions on the member Points account. The member statement will record credit and debit transactions on the member account.

7.2 Eligible Program Members must notify Intel of any account discrepancies within six 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 make adjustments for purchases that are older than 6 months from the date the issue is escalated to Intel via the published process. No claim under the Program for the granting of points will be considered by Intel unless the Eligible Program Member submits the claim in accordance with the procedure specified on the Points Pages. Successful claims will be awarded by Intel in accordance with the Points procedure specified on the Points Pages.

8. Taxes.

All applicable country, state, and local taxes (including, but not limited to, sales and use taxes, value added taxes, and other taxes) imposed by a government authority with respect to Points are the sole responsibility of the Eligible Program Member.

9. Audits.

9.1 Intel conducts periodic audits of its benefit programs. In the event Intel discovers an excess of Points earnings, Intel will notify the affected Eligible Program Member, setting forth in a reasonable amount of detail the amount of over-benefit and the actions to be taken by Intel 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.

9.2 Eligible Program Members must keep original copies of all supporting documents pertaining to Points benefits for a minimum period of one year, and will provide copies of the same upon Intel's request, for the purpose of verifying or reconciling Intel benefit claims.

10. Administration.

Intel reserves the right to retain third-party vendors to assist in benefit administration. The third-party vendors and their employees will be subject to a non-disclosure agreement with Intel and will be prohibited from using members' confidential information for any purpose other than in administering Program benefits as directed by Intel.

11. 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 legal actions to recover fraudulently accrued or redeemed Points.

12. Termination.

Intel may terminate the Points benefit at any time, for any reason or no reason. In such case, Point earnings will cease from the date of termination and Points already earned will expire sixty days from the date of such termination. Intel may discontinue elements of the Program at its discretion. Eligible Program Members have the right to opt out of the Points benefit at any time upon notice to Intel.

Exhibit D: Intel® Solutions Marketplace Terms and Conditions

Your use of the Intel® Solutions Marketplace is subject to these supplemental terms and conditions (“Terms and Conditions”) as well as the Intel® Cloud Insider Program Terms and Conditions (including its exhibits), and all other terms referenced in these Terms and Conditions (collectively, the “Agreement”).

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

1. Definitions.

- a. **“Content”** means any information or materials published or otherwise made available in the Marketplace including, without limitation, Offering Information.
 - b. **“Engagements”** is defined in Section 2.
 - c. **“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.
 - d. **“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.
 - e. **“Offering”** means any hardware, software, or service made available by You to customers.
 - f. **“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.
 - g. **“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.
 - h. **“Privacy Laws”** is defined in Section 7.
 - i. **“Term”** is defined in Section 12.
 - j. **“User(s)”** means any customer, partner or end user who visits or makes use of the Marketplace, or otherwise views or accesses Content.
 - k. **“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 available only to members in certain Program tiers or levels as set forth by Intel pursuant to the applicable membership tier 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 this Agreement, 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 benefits, You are subject to the following terms and conditions of this Section 5:
 - a. **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(a).
 - b. **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.
 - c. **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.
 - d. **Terms for Publisher Marks.** During the term of this Agreement 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/or 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. **You will indemnify Intel for any claim threatened against Intel or brought in any suit or proceeding against Intel or any damages or fees awarded against Intel resulting from or concerning Intel's use of Your name, trademark, logos or other content displayed on the Marketplace and provided by you to Intel, or Your design, manufacture, advertising, marketing, promotion, distribution or sale of any of Your products subject of or referenced in the Content. In the event of a claim or threatened claim against Intel concerning any of your Content, the names, trademarks, logos displayed in Your content or Your manufacture, advertising, marketing, promotion, distribution or sale of Your product, Intel may terminate, immediately on written notice, all or part of this Agreement and remove Your Content from the marketplace.**
6. **Third party transactions.** You acknowledge and agree that:

- a. 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;
- b. 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;
- c. 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;
- d. 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
- e. 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.

- a. **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 current.
- b. **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:
 - (i) 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;
 - (ii) 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;
 - (iii) 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;
 - (iv) 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;
 - (v) 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 shall be bound by confidentiality obligations;

- (vi) promptly 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;
- (vii) insofar as possible, assist Intel to respond to requests from Users to exercise their rights under the applicable Privacy Laws;
- (viii) not transfer Personal Information that Intel has provided to You to other countries or to any other person, including sub-processors, without Intel's prior written approval; and
- (ix) upon Intel's request, You shall (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.**

- a. You will remain the owner of Your Content provided that, You agree that Intel may, for its promotional, marketing and other operational purposes of the Marketplace: (1) produce and distribute non-significant depictions, including screenshots, video, or other content from Your account; and (2) use Your company or product name, or any other of Your Publisher Marks, and You grant Intel all necessary intellectual property and other rights for such purposes. Intel will retain all rights, title and interest in its own Content.
- b. 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.
- c. 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.
- d. 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.

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:

- a. the "User Content Submissions" section of the Intel.com Terms of Use; and
- b. for any Content that is Personal Information, Intel's Privacy Notice.

- c. 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. **Term and Termination.** This Agreement is effective between You and Intel until Your use of the Marketplace is terminated by either party (such effective period being the "Term"). Intel may suspend or terminate Your use of the Marketplace at any time for any reason or no reason, without any liability to You, including, without limitation:
- a. for technical or business purposes, including maintenance work;
 - b. if Intel reasonably determines that You have breached this Agreement; or
 - c. 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. **Costs associated with use of site.** Each party is solely responsible for the costs it incurs in connection with use of the Marketplace.
14. **Indemnity.** You will indemnify Intel, its partners and its 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:
- a. 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;
 - b. arising from any dispute between You and a User relating to Your Offering or any other Content made available by You on the Marketplace;
 - c. arising from Your use of the Marketplace (except to the extent such use is expressly permitted by this Agreement or by Intel in writing);
 - d. arising from your failure to comply with applicable laws; or
 - e. Your breach of this Agreement.

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.

15. **Messages.** Subject to local law, you should not assume that any communications, such as instant messages or direct messages made on the Marketplace are private, confidential, or secure.

16. **Translations.**
- a. Where Intel has provided You with a translation of the English language version of these Terms and Conditions, You agree that the translation is provided for Your convenience only and that the English language versions of the Terms and Conditions will govern Your relationship with Intel. If there is any contradiction between the English language version of the Terms and Conditions and the translation, the English language version shall take precedence.
 - b. 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 shall 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.