

## Channel Trademark License Agreement

**This Channel Trademark License Agreement (“CTLA” or “Agreement”) is mandatory and required in order to allow You to use Intel Licensed Logos subject to the CTLA Terms & Conditions. Use by any person or company of the Licensed Logos is not authorized and constitutes an infringement of Intel’s exclusive rights in Intel Trademarks unless You (hereafter “You” “Your” and/or “Licensee”) have accepted and acknowledged the terms below. This Agreement is not valid unless and until You receive notification from Intel of Your acceptance into the relevant Associated Program. You may print out a copy of this agreement for Your records.**

**All prior Boxed Processor Intel Inside logo trademark licenses (also known as BPTLA) and any amendments thereto are terminated and superseded by the terms of this Agreement and the CTLA Terms & Conditions.**

### 1. Definitions:

1.1. “Associated Program” shall mean the Intel Channel Partner Program, Intel Technology Provider Program, Reseller Program, and any other Channel Marketing Program that Intel has or may implement in the future that is associated with this Agreement.

1.2. “Computer Product” shall mean a personal computer, notebook computer, mobile computing system, laptop computer, workstation, server, or other computer product.

1.3. “CTLA Terms & Conditions” shall mean the Terms & Conditions attached to this Agreement and available at [www.intel.com/reseller/license](http://www.intel.com/reseller/license). The CTLA Terms & Conditions may be amended by Intel, at any time, in Intel’s sole discretion. It is acknowledged and agreed that the CTLA Terms & Conditions will be periodically modified by Intel, including but not limited to when Intel introduces new products and/or new Licensed Logos and that You have the obligation to ensure that You are in compliance with the most recent CTLA Terms & Conditions.

1.4. “Intel Trademarks” shall mean the INTEL trademark and all trademarks included in the Licensed Logos.

1.5. “Intellectual Property Rights” means copyright, trademark, trade name, and other intellectual property rights.

1.6. “Licensed Logos” shall mean the Processor Logos, Platform Logos, and Intel Program Logos as defined herein and reflected in the CTLA Terms & Conditions.

1.7. “Licensed Materials” shall mean any advertising, promotional, and/or merchandising materials and artwork that may be prepared and provided to You by Intel.

1.8. “Logo Labels” means the stickers provided by Intel displaying the Processor Logos and Platform Logos.

1.9. “Platform Compliant Qualifying Licensee Product” or “Platform Compliant QLP” shall mean a Qualifying Licensee Product that contains Required Platform Components and passes any relevant verification/validations tests set forth in the CTLA Terms & Conditions and relevant Intel website to

enable the use and/or display of a Platform Logo.

1.10. "Platform Logo" shall mean an Intel logo incorporating the name of an Intel technology platform as reflected in the CTLA Terms & Conditions. Platform Logos may only be used with Platform Compliant QLP. To be eligible to use Platform Logos, You must successfully complete the on-line training made available to You ("Training"), and Intel must have a record of Your having completed the Training for the particular Intel technology platform. You may only display the Platform Logo corresponding to the Intel technology platform for which You have completed the Training, and for which You have verified a Representative System.

1.11. "Processor Logo" shall mean an Intel logo (excluding Platform Logos) incorporating the name of a Qualifying Intel Processor as reflected in the CTLA Terms & Conditions.

1.12. "Program Logos" shall mean the Associate Logo, Premier Logo and/or the Intel Technology Provider Logo as reflected in the CTLA Terms & Conditions.

1.12.1 "Associate Logo" shall mean the Intel Program Logo that is for use only by product integrators and/or dealers who meet the Associate Member qualifications under the terms of the Intel Channel Partner Program Terms and Conditions.

1.12.2 "Premier Logo" shall mean the Intel Program Logo that is for use only by product integrators and/or dealers who meet the Premier Member qualifications under the terms of the Intel Channel Partner Program Terms and Conditions.

1.12.3 "Intel Technology Provider Logo" shall mean the Intel Program Logo that is for use only by product integrators and/or dealers who meet the Intel Technology Provider Logo qualifications under the terms of the Intel Technology Provider Program.

1.13. "Qualifying Intel Processor" shall mean any processor manufactured by Intel and bearing its original Intel branding and factory markings. A processor manufactured by a party other than Intel, counterfeit processors, and/or Intel processors that have had their brand, speed designations or other factory markings altered (remarked) by any party other than Intel is not a Qualifying Intel Processor.

1.14. "Qualifying Licensee Product(s)" shall mean Computer Products under Your brand, model or SKU based exclusively on a Qualifying Intel Processor for which all of the systems represented by that brand, model or SKU name contain the Qualifying Intel Processor.

1.15. "Representative System" shall mean any one of Your systems for which all the systems represented by that same brand, model, or SKU name qualify as Platform-Compliant QLP and implement a particular configuration of the Required Platform Components. Any change of motherboard or of any one of the Required Platform Components for another component constitutes an additional Representative System.

1.16. "Required Platform Components" shall mean the unique computing components and/or criteria required for the use of each Platform Logo.

## **2. License Grant:**

2.1. Processor Logos and Platform Logos: Subject to and conditioned upon Your full compliance with this Agreement, including without limitation Sections 3 and 4, Intel hereby grants and You accept a worldwide, limited, non-exclusive, non-transferable, royalty-free, revocable license to use and display the Processor Logos and Platform Logos solely on Qualifying Licensee Products and

Platform-Compliant QLP and associated packaging, and in advertising and promotional materials for such products, in accordance with the terms of this Agreement and the CTLA Terms & Conditions. No license is granted to any Platform Logo for which there is no corresponding verified Representative System and/or Platform Compliant QLP.

2.2. Program Logos: If You are an Associate or Premier Member of the Intel Channel Partner Program or a member of the Intel Technology Provider Program, subject to and conditioned upon Your full compliance with this Agreement, including without limitation Sections 3 and 4, Intel hereby grants and You accept a worldwide, limited, non-exclusive, non-transferable, royalty-free, revocable license to use and display the relevant Program Logo solely in advertising and promotional materials to reflect your level of program membership in accordance with the terms of this Agreement and the CTLA Terms & Conditions. No license is granted to use any Program Logo on product or product packaging. Intel's grant of this license to You is subject to Your current and ongoing membership in the applicable Associated Program.

2.3 Licensed Materials: Subject to and conditioned upon Your full compliance with this Agreement, including without limitation Sections 3 and 4, Intel further grants You a worldwide, limited, non-exclusive, non-transferable, royalty-free, revocable license to use and display the Licensed Materials solely to advertise and promote Qualifying Licensee Products and Platform Compliant QLP in accordance with instructions provided by Intel.

No other right, title, or license is granted hereunder.

### **3. Limitations on License and Proper Use of Logo Labels and Intel Trademarks:**

3.1. You agree to use the Licensed Logos, Logo Labels and Intel Trademarks in accordance with this Section 3, and in accordance with the CTLA Terms & Conditions.

3.2. You agree to always use an Intel Trademark accompanied by an appropriate noun. You further agree that You shall not use any Intel Trademark as a noun and that You shall not pluralize, make possessive, abbreviate, or join any Intel Trademark to other words, symbols, or numbers, either as one word or with a hyphen.

3.3. You shall attribute ownership of all Intel Trademarks to Intel by using the <sup>TM</sup> or ® symbol and by using the following trademark attribution: "Intel, the Intel Logo, and [insert all other Intel Trademarks used or referenced] are trademarks of Intel Corporation in the U.S. and other countries." For the trademark symbol, the superscript or subscript mode is preferred, but if it is not available, use parentheses: (TM) or (R).

3.4. You may affix the Logo Label to Qualifying Licensee Products only on the front bezel of such products in a place where the Logo Label is surrounded by at least three (3) centimeters of clean space. For store front signage and promotional materials, the Processor Logo or Platform Logo must be no more than 25% of the size of Your company name as shown on the signage.

3.5. You may not incorporate Your and/or any other third party mark into any Intel Trademark nor may You integrate any Intel Trademark into any of Your own names, trademarks, logos, or designs. You shall not alter or modify the Intel Trademarks 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.

3.6. You shall not use, register, or apply to register any mark, name, and/or designation in the format of "\_\_\_\_ INSIDE" for any product and/or service. Nor shall You use, register, or apply to register

any logo incorporating a swirl or broken circle identical or similar to the INTEL logo circular swirl.

3.7. You shall not use any Intel Trademark 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 may not use or display any Intel Trademarks or Licensed Logos on Your invoices, bills, shipping memos, letterhead, business cards and/or nametags/company badges.

3.8. You shall not manufacture, design, reproduce, counterfeit, copy, modify, distribute, or sell any Licensed Logo or Logo Labels or allow others to do so. You shall not re-use, copy, modify, and/or counterfeit any packaging associated with any Intel product, nor shall You remark and/or counterfeit any Intel product. To do so will constitute a material breach of this Agreement and Intel shall have the right to terminate this Agreement and Your Associated Program membership. Intel further reserves all rights to pursue any and all remedies available to it as a result of Your violation of this section.

3.9. You shall only reproduce the Licensed Logos from the Intel supplied Logo sheet, camera-ready, or electronic artwork. You shall not use Logo Labels obtained from any source other than Intel or via an Intel authorized fulfillment process.

3.10. You shall not distribute, sell, and/or give away any unused Licensed Logos or Logo Labels.

3.11. Any use and display of the Licensed Logos contrary to the terms of this Agreement and the CTLA Terms & Conditions is a material breach of this Agreement and will subject You to termination of this Agreement, termination of your membership in the Associated Program, and any and all other remedies available to Intel.

3.12. You shall not place any promotional materials created by You that reflect the Intel Trademarks or Licensed Logos in close proximity to products other than Qualifying Licensee Products unless it is completely clear that the Intel Trademark or Licensed Logo is being used and associated solely with the appropriate Qualifying Licensee Products.

3.13. You shall not use or display any Intel Trademarks or the Licensed Logos 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.

3.14. You may make textual, non-logo use in advertising, promotional materials, and invoices of Intel product names (e.g., Pentium® processor) to refer to Intel products, so long as such product names are used properly as trademarks with the appropriate trademark symbol and attribution legend as required by this section 3.

3.15. You may use the Licensed Materials only in accordance with the instructions provided by Intel. You shall make no use of the Licensed Materials other than that expressly approved by Intel in advance. You shall not modify or alter any of the Licensed Materials in any way unless expressly agreed to in advance in writing by Intel. Licensed Materials are for use solely by You; transfer or copying of Licensed Materials is expressly prohibited.

3.16. You may use the Licensed Logos for in-store promotional materials. You may not use the Licensed Logos in any promotional materials that can be distributed for use outside of Your facility such as pens, mugs, mouse pads, and/or other accessories.

3.17. You further agree that the Licensed Logos shall stand alone in terms of the commercial impression generated by the particular usage and that no Licensed Logo shall be used in conjunction with, or as a part of, any other mark or design. Your name and brand shall always be displayed in a manner that is larger and more prominently displayed than the Licensed Logos.

3.18. Platform Logos shall only be displayed on Platform Compliant QLPs that include all the Required Platform Components.

#### 4. **Product Quality:**

4.1. You may use the Processor Logos and Platform Logos only in connection with Qualifying Licensee Products and/or Platform Compliant QLP that meet or exceed the quality and performance standards customary in the industry. You are prohibited from affixing Logo Labels to (a) Computer Products that do not contain the associated Qualifying Intel Processors that corresponds to the Logo Label, and/or (b) Computer Products that do not contain any Intel processors, and/or (c) Computer Products that You did not design, manufacture, or assemble.

4.2. You may use the Platform Logos only with Platform Compliant QLP. In order for You to qualify a system as a Platform Compliant QLP, You will be required to meet the Required Platform Components and to do some or all of the following:

4.2.1. Run all required Intel-provided verification tools on at least one Representative System and meet all testing requirements as required by the CTLA Terms & Conditions.

4.2.2. Upload passing test results to a designated Intel-maintained database.

4.2.3. Comply with the CTLA Terms & Conditions and other specific requirements of a Platform Logo that are communicated by Intel from time to time.

4.2.4. You shall not use the Platform Logo on or in association with any non-Platform Compliant QLP. Qualifying Licensee Products that do not contain the Required Platform Components but do contain a Qualifying Intel Processor may display the appropriate Processor Logo but are not eligible to display a Platform Logo. Similarly, Qualifying Licensee Products that contain the Required Platform Components but have not passed the required verification tests or meet other requirement of Platform Compliant QLP may not display a Platform Logo, but may display the appropriate Processor Logo.

4.3. You hereby warrant and represent that:

4.3.1. You shall not alter the functionality of, or remark, any Intel processor and/or component.

4.3.2. You shall comply with all applicable laws and regulations in the manufacture, assembly, marketing, and sale of Qualifying Licensee Products and/or Platform Compliant QLP (a) in connection with which You use the Licensed Logos and/or (b) to which You affix the Logo Label.

5. **Right to Inspect:** Intel shall have the right to review, inspect, test, and/or validate any Qualifying Licensee Product and/or Platform Compliant QLP to determine whether it is a quality product and whether it meets the definition of Qualifying Licensee Product and/or Platform Compliant QLP in

accordance with this Agreement and the CTLA Terms & Conditions. Intel shall have the right and be given the opportunity to make random checks of the quality of Qualifying Licensee Products and/or Platform Compliant QLP and, upon request by Intel, You shall submit a computer sample to Intel for validation to confirm compliance with these quality standards. You agree to make any modification requested by Intel to ensure compliance with this Agreement and the CTLA Terms & Conditions. Intel shall have the right to inspect product packaging, Your promotional materials, as well as Your manufacturing and sales premises, to ensure that You are in full compliance with Your obligations under this Agreement and the CTLA Terms & Conditions.

## **6. Protection of Interest:**

6.1. Acknowledgment of Rights: You acknowledge Intel's exclusive Intellectual Property Rights in the Licensed Materials and the Intel Trademarks, and all goodwill associated therewith, and acknowledge that any and all use of the Licensed Materials and/or Intel Trademarks by You inures solely to the benefit of Intel. You shall not challenge Intel's exclusive Intellectual Property Rights in and to the Licensed Materials and Intel Trademarks. You shall take no action inconsistent with Intel's rights in the Licensed Materials and Intel Trademarks. If at any time You acquire any rights in, or registration(s) or application(s) for the Licensed Materials or any Intel Trademarks by operation of law or otherwise, You will immediately and at no expense to Intel assign such rights, registrations, or applications to Intel, along with any and all associated goodwill.

6.2. Enforcement: In the event You become aware of any unauthorized use of the Licensed Materials or Intel Trademarks by a third party, You shall promptly notify Intel in writing, and shall 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 Materials and Intel Trademarks rests entirely with Intel and shall be exercised in Intel's sole discretion. You shall not commence any action or claim to enforce Intel's rights in the Licensed Materials and/or Intel Trademarks.

7. **Indemnity:** Licensee agrees to indemnify, defend and hold Intel harmless from all loss, cost, liability and expense incurred by Intel and any of its subsidiaries or affiliated entities which arise out of a claim concerning Licensee's (a) use of the Licensed Logos or Licensed Materials in violation of this Agreement (unless Intel in its sole discretion chooses to retain control over the defense and/or settlement of such claim) or (b) design, manufacture, use, advertising, marketing, promotion, distribution or sale of Qualifying Licensee Products and/or Platform Compliant QLP, except where such claims arise solely and directly from the Qualifying Intel Processor or other Intel components used in accordance to Intel specification. Intel agrees to provide Licensee with prompt notice of any such claims and shall provide Licensee with reasonable assistance (at Licensee's expense) in the defense or settlement of such claims.

8. **DISCLAIMER BY INTEL:** INTEL MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND RESPECTING THE INTEL TRADEMARKS OR LICENSED MATERIALS, INCLUDING THE VALIDITY OF INTEL'S RIGHTS IN ANY COUNTRY, AND EXPRESSLY DISCLAIMS ANY AND ALL WARRANTIES THAT MIGHT OTHERWISE BE IMPLIED BY APPLICABLE LAW.

9. **LIMITATION OF LIABILITY:** NEITHER PARTY SHALL BE LIABLE TO THE OTHER PARTY FOR SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

10. **Term and Termination:**

10.1. Term: This Agreement shall remain in effect until its expiration or termination as provided herein.

10.2. Termination: Either party may terminate this Agreement with or without cause upon thirty (30) days advance notice. Either party may immediately terminate this Agreement for breach by the other party upon written notice. This Agreement will automatically terminate in the event You are terminated from an Associated Program. Opportunity to cure the breach may be given, but is not required under this Agreement.

10.3 Expiration This Agreement shall 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 shall have the option to either (i) cancel the Agreement upon notice to the other party or (ii) continue this Agreement without waiving any rights or remedies it may otherwise have.

10.4. Effect of Expiration or Termination: Upon any termination or expiration of this Agreement, You shall immediately cease all use of the Licensed Logos and Licensed Materials, even if You continue to receive Logo Labels and/or Licensed Materials from Intel after termination or expiration.

10.5. Continuing Obligations: Obligations of the parties under the provisions of 1, 5, 6, 7, 8, 9, 10.4, and 11 shall remain in force notwithstanding the termination or expiration of this Agreement.

## **11. General Obligations:**

11.1. Assignment. This Agreement shall be binding upon and inure to the benefit of the successors and permitted assigns of the parties hereto. The rights granted to You hereunder are personal, and You may not assign this Agreement or any right or obligation hereunder, 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 shall be deemed a material breach of this Agreement and shall be null and void.

### 11.2. Choice of Law and Jurisdiction.

11.2.1. In the United States, this Agreement and all actions for the breach thereof will 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, 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 shall 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.

11.2.2. For countries other than the United States (except the Russian Federation): The validity, construction and performance of this Agreement shall be governed by the laws of Your country without reference to conflict of laws principles. Any dispute arising out of this Agreement and/or CTLA Terms & Conditions shall 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

11.2.3. For the Russian Federation: The validity, construction and performance of this Agreement shall 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 and/or CTLA Terms & Conditions shall 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 shall be final and binding on the Parties.

11.3. Equitable Relief. You recognize and acknowledge that Your breach of this Agreement or the CTLA Terms & Conditions 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 shall be entitled to an immediate injunction in addition to any other remedies available, to stop or prevent such irreparable harm, loss, or dilution.

11.4. Severability. If any provision of this Agreement is determined by a court of competent jurisdiction to be invalid, illegal or unenforceable, such determination shall not affect the validity of the remaining provisions unless Intel determines in its discretion that the courts determination causes this Agreement to fail in any of its essential purposes.

11.5. Waiver. The failure of any party to enforce at any time the provisions of this Agreement shall in no way be construed to be a present or future waiver of such provisions, nor in any way affect the ability of any party to enforce each and every such provision thereafter.

11.6. Relationship of the Parties: No agency, partnership, joint venture, franchise, or employment relationship is created between Intel and You as a result of this Agreement. Neither party is authorized to create any obligation, express or implied, on behalf of the other party.

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

12. Notices and Attachments: Notices from Intel to You can be delivered electronically, by mail, fax, delivery service, or in person. General notices to Associated Program participants (including updated CTLA Terms & Conditions) can be delivered via postings on the relevant Intel website.

13. Entire Agreement: This Agreement along with the CTLA Terms & Conditions constitutes the entire agreement between the parties concerning the subject matter hereof and supersedes all previous agreements, proposals (oral or written), all negotiations, conversations, and/or discussions between the parties relating to this Agreement and all past courses of dealing or industry customs. This Agreement may not be modified except in a writing signed by authorized representatives of both parties.