

CSP Trademark License Agreement

This Trademark License Agreement (the “Agreement”) is mandatory and required in order to allow you to use the Intel Licensed Mark subject to the Terms & Conditions (both defined below). **Use by any person or company of the Licensed Mark is not authorized and constitutes an infringement of Intel's exclusive rights in Intel Trademarks unless You (hereinafter “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 Associated Program. You may print out a copy of this Agreement for Your records.

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 use the “Intel® Xeon® Logo” in connection with the marketing, advertising and promotion of these services or instances; and agrees that it will only use the “Intel® Xeon® Logo” when providing services or instances based on 100% Intel processors; and

The parties therefore agree:

1. Definitions

- 1.1. "Associated Program" shall mean Intel’s cloud service provider program, the Intel® Cloud Insider Program, which Intel has or may implement in the future that is associated with this Agreement.
- 1.2. “Intel Marks” means the Licensed Mark, INTEL, INTEL INSIDE, and all other Intel trademarks incorporated in the Licensed Mark, including, but not limited to, INTEL XEON.
- 1.3. “Licensed Mark” means the “Intel® Xeon Logo” attached at Exhibit 1, which Intel may change at any time, in Intel’s sole discretion, but shall give Licensee reasonable notice of such change.
- 1.4. “Terms & Conditions” means the “Intel® Xeon Logo” Trademark and Logo Usage Guidelines posted at <https://www-ssl.intel.com/content/www/us/en/partner/cloud-insider/xeon-usage-guidelines.html>, which may be amended by Intel, from time to time, in Intel’s sole discretion. Updated Terms & Conditions will become immediately effective on publication.
- 1.5. “Qualifying Services” means services or instances or both provided by Licensee that meet Intel’s specifications set forth in Exhibit 2. Intel’s specifications at Exhibit 2 may be amended by Intel, from time to time, in Intel’s sole discretion.
- 1.6. “Territory” means worldwide.

2. License Grant

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, non-exclusive, non-transferable, non-sublicensable, royalty-free, revocable license to use the Licensed Mark in connection with

the marketing, advertising and promotion of Qualifying Services. No other right, title, or license is granted. For clarity, this grant does not extend to Licensee's subsidiaries, affiliates, suppliers, distributors, dealers, agents, customers, or other third-party entities.

3. Quality Control

- 3.1. Licensee may use the Licensed Mark in connection with Qualifying Services and no other goods or services.
- 3.2. Licensee must comply with all applicable laws and regulations in providing the Qualifying Services.
- 3.3. Licensee may use the Licensed Mark only in connection with the Qualifying Services that meet or exceed the specifications in Exhibit 2 and commensurate with Intel's overall reputation for high quality products or 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.

4. Proper Usage/ Review of Materials

- 4.1. Licensee must comply with the usage guidelines for the Licensed Mark in the Terms & Conditions.
- 4.2. 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.
- 4.3. Licensee must not alter the Licensed Mark in any way or integrate any Licensed Mark or Intel Marks into any of its own trademarks, logos, or designs or those of third parties.
- 4.4. Licensee must use the Licensed Mark with the respective trademark symbols and acknowledgement lines in the Terms & Conditions.
- 4.5. Licensee must not use the Licensed Mark in any manner that is likely to create confusion as to the source or sponsorship of Licensee's products or services, or that indicates to the public that Licensee is a division or affiliate of Intel.
- 4.6. Licensee must display the Licensed Mark so that the Licensed Mark stands alone in terms of commercial impression.
- 4.7. Licensee must display the Licensed Mark in a positive manner and must not use the Licensed Mark in any manner that may disparage Intel, its brands, or its products or services. Licensee must not use the Licensed Mark in any manner that, in Intel's judgement, could diminish or otherwise

damage Intel's goodwill in the Licensed Marks, including but not limited to use on materials that could be considered obscene, pornographic, violent, or otherwise in poor taste or unlawful, or the purpose of which is to encourage unlawful activities.

- 4.8. Intel may review and inspect Licensee's materials displaying the Licensed Mark and Licensee must reasonably cooperate in providing Intel access to those materials.
- 4.9. Licensee must modify materials displaying the Licensed Mark that may be requested by Intel and that are required to comply with this Agreement.
- 4.10. Licensee may not use the Intel® Masterbrand Mark by itself (or with other Intel marks) without written approval from Intel before that use begins.
- 4.11. Licensee must not adopt, use, register, or apply to register as its own trademark any word, name, or design in the format of "Term+INSIDE" (in English or in any other language) for any product or service. Licensee must not adopt, 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 Rights. As between Intel and Licensee, Licensee acknowledges Intel's exclusive rights to the Licensed Mark and the Intel Marks all associated goodwill associated with the marks, and acknowledges that all use of the Licensed Mark inures to the sole benefit of Intel. Licensee must not challenge Intel's exclusive ownership rights in the Licensed Mark and the Intel Marks and must take no action inconsistent with Intel's rights in the marks. Licensee must not adopt, use, apply to register or register as its own trademark any word or design confusingly similar to or likely to dilute the Licensed Mark or the Intel Marks. If Licensee acquires any rights in, or registrations or applications for the Licensed Mark or the Intel Marks by operation of law or otherwise, Licensee must immediately and at no expense to Intel assign those rights, registrations, and applications to Intel, along with all associated goodwill.
- 5.2. Enforcement. If Licensee becomes aware of any unauthorized use of the Licensed Mark or the Intel Marks by a third party, Licensee must promptly notify Intel in writing, and must provide reasonable cooperation, at Intel's expense, in any enforcement of Intel's rights. The right to enforce Intel's rights in the Licensed Mark and the Intel Marks rests entirely with Intel and may be exercised in Intel's sole discretion. Licensee must not commence any action or claim to enforce Intel's rights in the Licensed Mark or the Intel Marks.

6. NO REPRESENTATIONS OR WARRANTIES

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

7. Indemnity

- 7.1. Intel will defend or settle (in its sole discretion) any claim threatened against Licensee or brought in any suit or proceeding against Licensee based on an allegation that the Licensed Mark, as used

by Licensee under this Agreement, infringes or violates the trademark rights of another, and Intel will pay all damages, costs and fees finally awarded against Licensee and exclusively attributable to the 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 Mark.

This indemnity does not cover damages that Licensee could have avoided or mitigated through the exercise of reasonable efforts under the circumstances.

7.2. Licensee will defend or settle (in its sole discretion) any claim threatened against Intel or brought in any suit or proceeding against Intel concerning (a) Licensee's use of the Licensed Mark in violation of this Agreement (unless Intel in its sole discretion chooses to retain control over the defense or settlement of the claim), or (b) Licensee's design, development, advertising, marketing, promotion, provision or sale of Qualifying Services, and Licensee will pay all damages, costs and fees finally awarded against Intel and exclusively attributable to the 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 concerning Licensee's design, development, advertising, marketing, promotion, provision or sale of Qualifying Services, Intel may terminate, immediately on written notice, all or part of this Agreement, and Licensee will immediately cease use of the Licensed Mark.

8. LIMITATION OF LIABILITY

NEITHER PARTY IS LIABLE TO THE OTHER PARTY FOR SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, EVEN IF THE PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF THESE DAMAGES.

9. Term, Termination and Expiration

9.1. Term. This Agreement remains in effect for one (1) year from the date it is accepted by Licensee, unless earlier terminated. This Agreement automatically renews for successive one (1) year terms, unless either party provides written notice to the other party of its intention not to renew this Agreement within sixty (60) days of renewal.

- 9.2. Termination. Either party may terminate this Agreement with or without cause on thirty (30) days advance written notice. Either party may immediately terminate this Agreement for breach by the other party on written notice. This Agreement will immediately and automatically terminate in the event You are terminated from the Associated Program. Opportunity to cure the breach may be given, but is not required under this Agreement. If Licensee's Qualifying Services no longer meet Intel's defined requirements, this Agreement will immediately and automatically terminate without notice.
- 9.3. Expiration. This Agreement will immediately expire if a party terminates business operations for any reason. If a 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 may either (i) cancel this Agreement on notice to the other party or (ii) continue this Agreement without waiving any rights or remedies it may otherwise have.
- 9.4. Effect of Expiration or Termination. On termination or expiration of this Agreement, Licensee must immediately cease use of the Licensed Mark.
- 9.5. Continuing Obligations. Obligations of the parties under the provisions of paragraphs 1, 5, 6, 7, 8, 9, 10, 11, 12, 13, 15, 16, 17, 18 & 20 remain in force notwithstanding the termination or expiration of this Agreement.

10. Assignment

The rights granted to the parties are personal, and Licensee may not assign this Agreement or any right or obligation, whether in conjunction with a change in ownership, merger, acquisition, the sale or transfer of all, or substantially all or any part of a party's business or assets, 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 purported assignment or transfer without Intel's consent will be deemed a material breach of this Agreement and will be null and void. This Agreement is binding on and inures to the benefit of the successors and any permitted assigns of the parties.

11. Choice of Law and Jurisdiction

- 11.1. If Licensee's principal place of business is in the U.S., the validity, construction and performance of this Agreement will be governed by U.S. federal law and the laws of the State of Delaware, without reference to conflict of laws principles. Any non-contractual cause of action that either party asserts, including but not limited to trademark infringement, trademark dilution, passing off, false designation of origin, or unfair competition, will be governed by U.S. federal law and the law of the State of California. Any dispute arising out of this Agreement must be brought in, and the parties consent to personal and exclusive jurisdiction of and venue in, the state and federal courts in Santa Clara County, California.
- 11.2. 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 will be governed by the laws of that country without reference to conflict of laws principles. Any dispute arising out of this Agreement must 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.

11.3. If the Licensee's principal place of business is in the Russian Federation, the validity, construction and performance of this Agreement will be 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.

12. Equitable Relief

Licensee's breach of any of its covenants, agreements, undertakings, terms or conditions will cause Intel irreparable damage that cannot be readily remedied by monetary damages in an action at law, and may, in addition, constitute a violation of Intel's trademark rights and rights under the law of fair competition. In the event of a default or breach by Licensee, including any action by Licensee that could cause some loss or dilution of Intel's goodwill, reputation, or rights in the Intel Marks or Licensed Mark, Intel will be entitled to an immediate injunction in addition to any other remedies available, to stop or prevent that irreparable harm.

13. Representation as to Authority

The parties 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.

14. Severability

If any provision of this Agreement is determined by a court of competent jurisdiction to be invalid, illegal or unenforceable, that determination will not affect the validity of the remaining provisions. However, if Intel determines in its discretion that the court's determination causes this Agreement to fail in any of its essential purposes, Intel may immediately terminate this Agreement.

15. No Waiver

If either party fails to enforce one or more of the provisions of this Agreement, that failure will not be construed as a waiver of those provisions, nor will it affect the ability of a party to enforce those provisions.

16. Relationship of the Parties

This Agreement does not create an agency, partnership, joint venture, franchise, or employment between the parties. Neither party may create any obligation, express or implied, on behalf of the other party.

17. No Endorsement

Licensee acknowledges that Intel does not endorse Licensee or its products or services. Licensee must not claim that Intel endorses Licensee or its products or services.

18. Notices

All notices, consents, requests, and demands to or on the parties must be in writing (including by e-mail) and delivered electronically, by mail, fax, delivery service, or in person. In addition, general notices to Associated Program participants (including, but not limited to, updated Terms & Conditions) may be delivered via postings on the relevant Intel website.

19. Entire Agreement

This Agreement constitutes the entire agreement between the parties concerning its subject matter and supersedes all proposals, oral or written, all negotiations, conversations, and discussions between the parties relating to this Agreement and all past courses of dealing or industry customs. The parties may only modify this Agreement in a writing signed by their authorized representatives.

EXHIBIT 1

Intel® Xeon Logo



EXHIBIT 2
Self-Certification that Qualifying Services Meet Intel's Specifications

Licensee's services and/or instances are Qualifying Services under this Agreement because they meet Intel's specifications, namely that each service/instance is based 100% on Intel CPUs.

By acknowledging this Exhibit, and accepting this Agreement, Licensee certifies that above is a true statement.

Intel reserves the right to modify these specifications at any time without notice.