

Intel® Technology Provider Terms and Conditions

Updated as of September 1, 2018

1. Definitions
2. Partner and agency disclaimer
3. Program levels
4. Program terminology
5. Your obligations for membership
6. Program benefits and services
7. Confidential information
8. Terms, changes, and termination
9. Other terms, conditions, and notices
10. General provisions

The following exhibits are incorporated herein and are supplemental to these Intel® Technology Provider Terms and Conditions:

Exhibit A: Points Supplemental Terms and Conditions

Exhibit B: Intel® Solutions Marketplace Supplemental Terms and Conditions

If you are granted membership in the Intel® Technology Provider program ("Program"), these terms and conditions ("Terms and Conditions") constitute a legal agreement between Intel Corporation and its subsidiaries ("Intel"), and You. "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.

Please read these Terms and Conditions carefully. Please also read the Intel® Technology Provider program privacy statement located at <https://www.intel.com/content/www/us/en/privacy/program-privacy-statement.html> that describes how Your information will be used and treated.

If You agree to these Terms and Conditions, click "I ACCEPT". If You do not agree, click "I DO NOT ACCEPT".

Your acceptance of these Terms and Conditions does not obligate Intel to accept You into the Program. To be eligible, however, You must accept these Terms and conditions, and, if appropriate, the Channel Trademark License Agreement (CTLA), submit a completed application form, and meet all membership qualifications.

1. DEFINITIONS

1.1 "Sellers" means those Intel approved entities, which distribute or otherwise sell genuine Intel products or finished goods containing genuine Intel products, such as and including, but not limited to, Intel® Authorized Distributors, original design manufacturers, original equipment manufacturers, channel suppliers, and channel resellers.

1.2 "Effective Date" means the date that Intel provides You written notification of Your acceptance as a member of the Program.

1.3 "Intel" means Intel Corporation and its designated subsidiaries and affiliates.

1.4 "Product(s)" means genuine Intel products or finished goods containing genuine Intel products sold by Sellers.

1.5 "Sales Out" means the reported Product sales by Sellers or other third party data sources to Intel.

1.6 "Program Benefits" mean the benefits described at: <https://www.intel.com/content/www/us/en/technology-provider/about-the-program/overview.html> as appropriate for Your current membership level, which may be modified from time to time, in Intel's sole discretion.

1.7 "Membership Qualifications" mean the qualifications for membership described at: <https://www.intel.com/content/www/us/en/technology-provider/membership/tiers-overview.html> as appropriate to Your current membership level, which may be modified from time to time, at Intel's sole discretion.

1.8 "Probation" means a 90-day period during which some or all Program benefits may not be available, as described in more detail in sections 8.3 and 8.4 herein.

1.9 "Limited Status" means a 9-month period during which some Program Benefits may not be available, as described in more detail in sections 8.5 and 8.6 herein.

2. PARTNER and AGENCY DISCLAIMER

You acknowledge that the use of the word "Partner" is a commonly used term in the technology industry to designate a marketing relationship between otherwise unaffiliated companies, and is used herein in accordance with this common usage. These Terms and Conditions, and the use of the word "Partner" herein, shall 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 shall not be deemed to be employees, agents, or representatives of the other. Each party shall be deemed to be an independent contractor and shall 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 "Partner" in the Program materials does not constitute or imply a legal partnership or fiduciary relationship between the parties.

3. PROGRAM LEVELS

There are three levels of membership in the Program. Membership qualifications for these levels can be found at: www.intel.com/reseller or <http://technologyprovider.intel.com>

- (i) Platinum Partner
- (ii) Gold Partner
- (iii) Registered Partner

The title, structure, and benefits of the Program may vary from country to country.

4. PROGRAM TERMINOLOGY

As a member of the Program, You may only use the Program name and Your level designation in text or speech in the following manner:

4.1 When referring to the Program:

Intel® Technology Provider program
(Do *not* use ITPP as a short form)

4.2 When referring to Your Membership Level:

Platinum Partner

Gold Partner
Registered Partner

4.3 When referring to the Program and level together:

Intel® Technology Provider Program, Platinum Partner
Intel® Technology Provider Program, Gold Partner
Intel® Technology Provider Program, Registered Partner

OR:

Intel® Technology Provider Program – Platinum Partner
Intel® Technology Provider Program – Gold Partner
Intel® Technology Provider Program – Registered Partner
(Note: use a long dash, not a hyphen)

4.4 When referring to Your membership level, first occurrence in the document:

Intel® Technology Provider Platinum Partner
Intel® Technology Provider Gold Partner
Intel® Technology Provider Registered Partner

4.5 Examples of Appropriate Use:

Subsequent use: "Because I'm a Platinum Partner, I get."

4.6 Examples of Inappropriate Use - Never Permitted:

"Intel Partner" or "Intel partner" or "partner with Intel" or "Technology Provider" in any usage

5. YOUR MEMBERSHIP OBLIGATIONS

5.1 Comply with Terms and Conditions and CTLA: You agree to comply at all times with these Terms and Conditions, any applicable trademark license agreement that Intel makes available as part of or in connection with the Intel® Technology Provider Program, such as the Channel Trademark License Agreement (CTLA).

5.2 Complete and Submit these Documents to Intel:

Membership Application
Channel Trademark License Agreement ("CTLA")

5.3 Training: Certain levels in the Program require members and their employees to be trained on Intel® products and technologies. Refer to the membership qualifications for details on the specific training requirements for Your membership level.

5.4 Profile Information: At least once per year, or anytime if You move between levels in the Program, You must verify and update your company profile information (including, but not limited to, business name, primary and secondary contact, job title, email address, business addresses (physical and mailing), postal code, telephone, and fax number) that your company has on file with Intel ("Profile Information"), which You agree Intel may use in connection with its business.

5.5 Purchases: You agree to provide Intel sales out information and data, directly or via companies providing such data, which will be used by Intel in connection with its business. Your eligibility for Program membership benefits and services will be determined by Intel, in part based upon sales out information, as appropriate for Your membership level.

5.6 Product Integration: For Platinum Partners only, You represent that at least 70% of the Intel or Intel-based products that You purchase from Sellers, are sold by You either in the form of finished goods or in the form of an integrated product, which incorporates the component that You purchased. Verification of product integration/finished goods may be a requirement for certain levels of membership. Intel reserves the right to audit any self-reported or system generated sales information.

5.7 Self-reported Revenue: Intel may also request that You self-report the number of systems containing Intel CPUs that Your Company has sold in the prior calendar year. Intel reserves the right to validate this self-reported information. Intel will have the right to audit and inspect Your Company records up to and including a physical site visit/inspection of Your facility. At Intel's option or upon Your written demand, such audit will be performed by an independent third party at Intel's expense and on at least ten working days' notice to You. The results of such audit shall be kept confidential by the auditor and, if conducted by a third party, only Your failures to abide by the obligations of this terms & conditions shall be reported to Intel.

5.8 Connectivity. You agree to:

- (i) maintain an active email address for Your company's primary contact and all other employees who engage with the Program as part of the criteria of membership tier;
- (ii) maintain the ability to access Program websites. If Your login ID and password are inactive for longer than 18 months, Intel may delete Your individual login ID and reassign it, and terminate Your Channel Trademark License Agreement (CTLA);
- (iii) keep secure any password used to access the Program websites and use it only for Your own authorized access to such websites;
- (iv) review 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 company's website, with a disclaimer that Intel is not responsible for the content on Your website.

6. PROGRAM BENEFITS AND SERVICES

6.1 Points: Points ("Points") are a discretionary earned benefit that Intel offers to active members depending on membership level within the Program who purchase qualifying Intel products from Sellers (hereinafter referred to as "Eligible Program Members"). Intel Authorized Distributors, Intel Approved Suppliers, Intel Component Suppliers are not eligible to earn Points. Points may also be provided to Eligible Program Members who complete other non-purchase activities (hereinafter referred to as "non-transactional activities") as defined by Intel. **Exhibit A** of this agreement sets forth supplemental terms and conditions in relation to Points.

6.2 Additional benefits and Services. From time to time, Intel may offer benefits or services, in addition to those specified herein, to members of the 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 shall 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 may not be combined.

7. CONFIDENTIAL INFORMATION

In the event You have entered into a Corporate Non-Disclosure Agreement ("CNDA") with Intel, the terms of that CNDA shall apply to any confidential information (as defined in the CNDA) exchanged between Intel and You.

In the event You have not entered into a CNDA the following shall apply:

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 "confidential" or "Intel Confidential".

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

a. 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.

b. No Disclosure. Do not disclose any confidential information to any third parties except to Your company employees who have a need to know the information to do their jobs. Before disclosing confidential information to Your company's employees, train them on these contractual obligations of confidentiality and obtain their agreement to comply with them. You are responsible for compliance of Your company's employees with these contractual obligations.

c. Copies. Do not make copies of confidential information except as necessary for Your company employees that have a need to know; all copies must be marked "Intel Confidential".

d. 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.

e. 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.

8. TERM, CHANGES, AND TERMINATION

8.1 Term. These Terms and Conditions will be effective from the Effective Date and will continue unless terminated as set forth herein. Once Your membership is established, these Terms and Conditions will automatically renew and be effective each year on the first day of each calendar year subject to Your compliance with these Terms and Conditions. You will receive written or electronic notice from Intel stipulating Your membership has become effective within the applicable calendar year. **If You are a Gold or Platinum Partner**, Your tier status will expire on the last day of that calendar year, unless earlier terminated pursuant to Program terms and conditions below. Intel will review Your tier status on an annual basis and may extend the term for an additional year, provided that You have met the conditions for tier level status in the Program and are otherwise in compliance with these Terms and Conditions. **If You are a Registered Partner**, Your membership will continue until terminated pursuant to Program terms and conditions.

8.2 Changes to Program. At any time after providing notice to You, Intel may:

- (i) add new Program levels,
- (ii) cancel all or any of the Program levels, or

(iii) change, modify, or discontinue part or all of the Program, benefits, or services.

It is Your responsibility to review these Terms and Conditions at least once a year or sooner if Intel notifies You of a change in the terms and conditions. You agree that Your continuing participation in, or access to, the Program after any changes or modifications constitutes Your acceptance of the terms and conditions as modified.

8.3 Probation. Intel may place You on Probation if You fail to comply with these Terms and Conditions, or any applicable CTLA, or Intel logo usage guidelines. "Probation" is a period of time of up to 90-days during which You may not be eligible for Program benefits. During this period You must take action to correct deficiencies brought to Your attention. If deficiencies continue at the end of the Probation, You may be terminated from the Program. Intel will not consider any application for re-entry to the Program until at least six (6) months after the date of termination. Re-entry into the Program will be at Intel's sole discretion.

8.4 Limited Status. Intel may place You in Limited Status if You fail to verify and update Your company profile information as required in section 5.4 above. Limited Status becomes activated if You have not updated Your company profile during the 3-month annual renewal period. "Limited Status" is a period of time of up to 9-months during which You will not be eligible to exercise Your Program benefits, including Points (although such points will continue to accrue during that time). During this period You must take action to update Your company profile. If Your company profile has not been updated at the end of the Limited Status period, You may be terminated from the Program. Intel will not consider any application for re-entry to the Program until at least six (6) months after the date of termination. Re-entry into the Program will be at Intel's sole discretion.

8.5 Terminate Membership or Change Membership Program - Intel. Intel may terminate Your membership in the Program, or change Your membership from one level to another at any time upon notice to You, in Intel's sole discretion. Conduct that may constitute cause for termination includes, but is not limited to:

- (i) Submitting incorrect or falsified information in Your application for membership, including Program profile questions;
- (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) Failing to comply with any of the membership requirements;
- (vi) Failing to comply with any provision of these Terms and Conditions; or
- (vii) Failing to comply with any provision contained in the CTLA and/or logo license agreements, if applicable.
- (viii) Failing to comply with any other provisions applicable to You as a Program member, or applicable to any benefits offered to You as a Program member, including breach of Intel's Channel Warranty Program (CWP) requirements.

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

8.7 Effect of Termination. Upon termination, all rights granted to You under these Terms and Conditions and any applicable trademark license agreements, such as the CTLA, shall cease immediately, and You shall immediately comply with all termination obligations specified in these Terms and Conditions and other applicable agreements.

8.8 Upgrade. From time to time, Intel will evaluate Your eligibility to upgrade Your membership status either from Registered to Gold or Gold to Platinum. All upgrades are subject to the membership criteria in effect at that time for the new membership level and require confirmation by Intel. Upgrades to the Platinum level require manual validation; it may be several months before You are activated as a Platinum Partner.

8.9 Downgrade. ON AN ANNUAL BASIS, IF YOU NO LONGER MEET THE MINIMUM REQUIRED CRITERIA FOR YOUR CURRENT LEVEL, YOU WILL NOT BE RENEWED AT YOUR CURRENT MEMBERSHIP STATUS, AND YOU WILL BE RE-ASSIGNED, OR DOWNGRADED, TO THE APPROPRIATE QUALIFYING LEVEL OF MEMBERSHIP WITHOUT NOTICE. YOU WILL BE REQUIRED TO MEET THE REQUIREMENTS FOR YOUR NEW LEVEL. (HOWEVER, YOU WILL NOT BE REQUIRED TO RE-ACCEPT THESE TERMS AND CONDITIONS OR, IF APPLICABLE, THE CTLA.)

9. OTHER TERMS, CONDITIONS, AND NOTICES

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

9.2 Member Website and Password. You must have a password to access certain parts of the Program website. You shall keep Your password secure and confidential and use it only for Your authorized access to the Program website. You are solely responsible for all activities that occur with Your password. You shall 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: www.intel.com/technologyprovider or www.technologyprovider.intel.com.

9.3 Counterfeit and Remarketed Products. You will not alter the functionality of, overclock, or remark any Intel product. You will not purchase, use, sell, broker, or promote the sale of remarketed, altered, or counterfeit Intel products. Any product returned to Intel that Intel believes has been altered in an unlawful manner may be delivered to law enforcement authorities for prosecution. You shall not repackage an Intel product or any other product in Intel product packaging for resale, nor will You alter or tamper with any Intel product packaging.

9.4 Content and Software Available on Intel's Websites. Intel maintains websites for the Program via Intel.com. Your use of such websites is subject to the provisions contained under the "Terms of Use" link on those 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 software license agreement.

9.5 Program Privacy Statement. At certain times, Intel may work with other technology ecosystem vendors to deliver new programs and value to Program members. You agree that Intel may collect information on the volume and types of products of Intel and ecosystem vendors that You purchase from those ecosystem vendors participating ("Purchase Information"), and use or share Your profile information, and purchase information with the participating vendors, participating distributors and/or third party service providers in order for them to be able to support those programs and deliver additional benefits to Program members.

(i) **Bank Information.** We may collect Your bank account information from You to enable the direct payment to Your company's account of any Program financial incentives for which You are eligible. Such information will only be used for payment processing.

(ii) **Intel® Authorized Distributors and other Sellers.** Intel collects sales out data from Sellers, and uses this information for assessing Your status in the Program as well as determining the appropriate financial benefits, customer support programs or other Program benefits or services for which You may be eligible. We may provide Sellers Program related information (including without limitation, points eligibility, balances and expiration) in order to enable us to deliver to You relevant member benefits or services for the Program. Sellers, and their employees are prohibited from using the information that Intel provides to them for any purpose other than as instructed by Intel and Intel takes reasonable steps to ensure Sellers adequately protect Your information on Intel's behalf.

(iii) **Third-Party Service Providers.** Intel occasionally hires third party service providers to provide marketing and logistics services on behalf of Intel, such as delivering email newsletters or prizes won in a contest, providing customer support services, hosting web services, processing training or other event registration, conducting program questionnaires, surveys, promotions or contests, processing payments for financial benefits or performing statistical analysis of Intel programs. Intel will provide these third-party service providers with the information they need in order to deliver the benefits or services on behalf of Intel. Our third-party service providers and their employees are prohibited from using the information that Intel provides to them for any purpose other than as instructed by Intel and Intel takes reasonable steps to ensure they adequately protect Your information on Intel's behalf.

9.6 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 shall have no responsibility or liability whatsoever for any statement, advertising or other marketing material provided on such third party websites.

9.7 Disclaimers. THE PROGRAM, PROGRAM WEBSITES, INCLUDING WITHOUT LIMITATION, ANY INFORMATION, TEXT, GRAPHICS, LINK OR OTHER ITEM CONTAINED ON THE WEBSITE AND THE BENEFITS AND SERVICES PROVIDED ON OR THROUGH THE WEBSITE ARE PROVIDED WITH NO WARRANTY WHATSOEVER FROM INTEL AND ITS SUPPLIERS. INTEL DISCLAIMS ANY AND ALL WARRANTIES EXPRESSED, IMPLIED, OR OTHERWISE, WITH RESPECT TO THE PROGRAM, WEBSITE, AND THE BENEFITS, MATERIALS AND SERVICES PROVIDED ON OR THROUGH THE PROGRAM, PROGRAM WEBSITES, INCLUDING ANY WARRANTY OF MERCHANTABILITY, SATISFACTORY QUALITY, OR FITNESS FOR A PARTICULAR PURPOSE OR ANY WARRANTY OF NONINFRINGEMENT. IN ADDITION, INTEL DOES NOT WARRANT THE CONTINUOUS OR UNINTERRUPTED ACCESS TO THE PROGRAM WEBSITES OR THE OPERATION, FUNCTIONALITY, OR AVAILABILITY OF THE PROGRAM WEBSITES, OR THAT THE PROGRAM WEBSITES WILL BE VIRUS FREE, OR THAT ANY DEFECTS IN THE PROGRAM WEBSITES WILL BE CORRECTED.

9.8 Limitation of Liability. IN NO EVENT SHALL INTEL OR ITS SUPPLIERS HAVE ANY LIABILITY TO YOU FOR ANY INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES, INCLUDING WITHOUT LIMITATION, LOST PROFITS, LOSS OF DATA, INTERRUPTION OF BUSINESS, OR COSTS OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, WHETHER UNDER THEORY OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE ARISING FROM OR ASSOCIATED IN ANY WAY WITH THE PROGRAM, PROGRAM WEBSITES OR YOUR USE OF THE PROGRAM WEBSITES TO PURCHASE COMPONENTS, SOFTWARE AND/OR SERVICES FROM PARTICIPATING SELLERS ON OR THROUGH THE PROGRAM WEBSITE, EVEN IF INTEL IS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. FURTHERMORE, INTEL'S TOTAL CUMULATIVE LIABILITY TO YOU IN CONNECTION WITH OR RELATING TO THE PROGRAM AND PROGRAM WEBSITES (WHETHER A CLAIM IS BASED ON CONTRACT, TORT OR ANY OTHER LEGAL THEORY) WILL NOT EXCEED THE SUM OF THE BENEFITS PAID OR PAYABLE BY INTEL TO YOU UNDER THE PROGRAM, IF ANY. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, AND AS A CONSEQUENCE SOME OF THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU.

9.9 Anti-Corruption. You represent and warrant 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.

10. GENERAL PROVISIONS

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

10.2 Assignment. Your membership in the Program is not transferable or assignable. 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.

10.3 Order of Priority. The English language version of these Terms and Conditions shall prevail over any translations of them. The terms of the CTLA shall prevail over these Terms and Conditions with respect to the subject matter of the CTLA. The terms of the Points Supplemental Terms and Conditions shall prevail over these Terms and Conditions with respect to the subject matter of the Points Supplemental Terms and Conditions. The terms of the Intel® Solutions Marketplace Supplemental Terms and Conditions shall prevail over these Terms and Conditions with respect to the subject matter of the Intel® Solutions Marketplace Supplemental Terms and Conditions.

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

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

10.6 Compliance with Laws. You shall comply, at Your own expense, with all statutes, regulations, rules, ordinances, and orders of any governmental body, department, or agency, applicable to the performance of Your obligations under the Program and these Terms and Conditions.

10.7 Severability. If any provision of these Terms and Conditions is determined by a court of competent jurisdiction to be invalid, illegal or unenforceable, the court will sever and delete such provision from these Terms and Conditions. Any change or deletion of a provision of these Terms and Conditions will not affect the validity or enforceability of the remainder of these Terms and Conditions which will continue in full force and effect.

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

10.9 Governing Law and Forum. Any claim arising under or relating to these Terms and Conditions, the Program, its materials, or its websites, excluding any claims arising under or related to the CTLA, shall be adjudicated in the following forums and governed by the following laws: (1) If You are based in the United States of America, Canada, and Latin America including Mexico, the

applicable forum will be the courts of the State of Delaware and the applicable law shall be that of the United States of America and the State of Delaware, without reference to its conflict of law principles; (2) If You are based in the Asia Pacific Region, the applicable forum shall be Singapore and the applicable law shall be that of Singapore; (3) If You are based in Japan, the forum shall be the Tokyo District Court and the applicable law shall be that of Japan; (4) If You are based in Europe and the rest of the world, the forum shall be the Courts of England and the applicable law shall be that of England and Wales.

10.10 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 www.intel.com/content/www/us/en/legal/export-compliance.html?wapkw-export

10.11 No Exclusivity. Benefits offered under the Program are not conditioned on any exclusivity or market share commitment. Furthermore, nothing in this agreement shall prevent either party from entering into similar arrangements with third parties.

Exhibit A: Points Supplemental Terms and Conditions

1. Participation:

1.1 Earning and spending rules may vary depending on membership level within the Program. The current rules can be viewed on the Points pages of the Program website (“Points Pages”). Participation in Points is subject to compliance with the Terms and Conditions and these Points Supplemental Terms and Conditions (together, the “Terms and Conditions”). 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 or to purchase Intel® products.

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

2. Qualified Purchases, Activities, and Promotion Participation:

2.1 Only those Intel products, activities, and promotions specified on the Points Pages, qualify for Points earnings. Other non-transactional activities which Points may be granted for, may include, without limitation, completing select online training and participating in select surveys as approved by Intel.

2.2 Purchase activity must be correctly reported by Seller for calculating Points. Intel will use purchase earnings data based on sales-out data as reported by Sellers, net of returns, to calculate earnings which will be posted to the Eligible Program Member’s Points account on the Points Pages. Intel products that are not purchased from a Seller, do not qualify for Points and such purchases will not be processed for Points.

2.3 If an Eligible Program Member uses a finance company to purchase qualifying Intel products on its behalf, the Eligible Program Member must instruct the Seller to include Eligible Program Member’s Active Business ID number along with the Eligible Program Member’s name and the name of the finance company in the invoice’s “bill to” section.

2.4 Only those purchases and activities specified on the Points Pages will be reported and posted to the Eligible Program Member’s benefit summary.

3. Award Values:

3.1 Intel, at its sole discretion, determines the Point earnings amount for each eligible purchase, activity, or promotion participation. Intel may vary the amount of a point value or discontinue any qualifying products, activity, or promotion at any time without prior notice. Point values may vary by geography and membership tier level 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 a purchase or activity qualifies for Points earnings under the benefit shall be final. Points updates are posted on the Points Pages.

3.2 The relevant date used for establishing the Points earned for the purchase of any qualifying Intel product is the invoice date, not the order date.

3.3 The relevant date used for establish the Points earned for a non-transactional activity, is the attendance/performance date.

3.4 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 qualifying purchase made by an Eligible Program Member and correctly reported to Intel by a Seller, Intel will grant Points equal to the stated amount for that product and date of shipment. 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 based on the sales-out quantity as reported by Sellers and will post them to the Points statement area of the Points Pages. Eligible Program Members are responsible for regularly reviewing their Points balance. If there is any discrepancy with the Point balance posted due to Sellers inaccurate reports, the Eligible Program Member must inform the respective Seller and request that an error report be filed with Intel within 6 months of the original date of purchase(s). In the event of any discrepancies that cannot be resolved between the Eligible Program Member and the Seller, Intel's decision regarding the earnings amount will be final. For discrepancies that cannot be resolved with an Intel® Authorized Distributor please contact local Intel support teams at <https://www.intel.com/content/www/us/en/technology-provider/buying-and-support/overview.html>.

4.3 Intel will only issue Points when the Seller has correctly reported Eligible Program Member purchases. The Seller must report to Intel:

- *Business ID Number (Must be an exact match with Business ID Number held by Intel)*
- *Business Name (Must be an exact match with Business Name held by Intel)*
- *Address Line 1 (Must be an exact match with Address held by Intel)*
- *Address Line 2 (Must be an exact match with Address held by Intel)*
- *Address Town/City (Must be an exact match with Town/City held by Intel)*
- *Address State/County/Province (Must be an exact match with State/County/Province held by Intel)*
- *Address Country (Must be an exact match with Country held by Intel)*

Eligible Program Members must ensure that their business name and address details reported by the Seller are an exact match with the business name and address details provided to and held by Intel.

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 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 be subject to tier and location criteria. 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 and an account must have sufficient Points in credit before a redemption is submitted. 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 Redemption options may be offered to Eligible Program Members in specific countries or all countries within a region.

5.4 Certain redemption options may be subject to unique terms, conditions, and/or rules. Where such rules exist, these will be communicated with the item description. By submitting a redemption for such item, Eligible Program Members confirm acceptance of such terms.

5.5 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.

5.6 Intel may make special redemption offers to Eligible Program Members from time to time. Redemption offer 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 updated Points terms and conditions to the Points Pages.

5.7 Intel reserves the right to change the redemption options at any time without prior notice and without incurring any liability to Eligible Program Members.

6. Points Expiration Dates:

6.1 Points shall be valid for a period of 12 calendar months commencing from 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 13, below.

6.2 Forfeiture of Points: Points can be forfeited in the following ways: (1) Eligible Program Member voluntarily opts out of the Points benefit or termination in accordance with Section 13; (2) Points which expire as per the published Points expiry rules; (3) Eligible Program Member opts out of the Points benefit (4) Downgrade in Program membership level. 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 Discrepancies: Eligible Program Members must notify Intel about 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. No claim under the Program for the granting of points will be considered by Intel unless the Eligible Program Member submits the claim fully in accordance with the procedure specified on the Points Pages. Successful claims will be awarded by Intel in accordance with the Points procedure as specified on the Points Pages. Intel shall have no liability whatsoever with

respect to the failure of any Seller to correctly report any qualifying purchase, or for any report or claim for the granting of an award not received by Intel or which is mutilated, illegible, or incomplete.

7.3 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.

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 any government authority having jurisdiction on or with respect to Points granted are the sole responsibility of the Eligible Program Member.

9. Audits:

9.1 Intel conducts periodic audits of its benefit programs. In the event that excess Points benefit earnings are discovered by an audit, 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 discretion, offset any over-benefit against future accrued Points until the over-benefit is recovered in full. Recovery of over-benefits will be limited to sales transactions dating back to one year from the date the over-benefit is discovered.

9.2 Eligible Program Members must keep original copies of all supporting and accounting documents pertaining to Points benefits and all purchases of Intel® products for a 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 vendor and its employees are subject to a non-disclosure agreement with Intel and are prohibited from using members' confidential information for any purpose other than in administering Program benefits. Please contact Your local Intel Support Team with questions or concerns regarding confidentiality of information.

11. Limited Use

Eligible Program Members may not apply Points earnings against any outstanding charges or debts that the member may have with Sellers unless expressly approved by Intel, in writing, and accepted by the applicable Seller.

12. 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.

13. Termination:

Intel may terminate the Points benefit at any time, for any reason or no reason. In such a 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 B: Intel® Solutions Marketplace Supplemental 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® Technology Provider 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.