

# Developer Zone Premier User Terms and Conditions

## Terms and Conditions

Welcome to the Developer Zone (“Developer Zone”), an Intel® website that provides software, tools, and information for developers to create solutions running on Intel platforms. If You are granted permission to access and use Developer Zone as a Premier User, these Terms and Conditions ("Terms and Conditions") between your company (hereafter "You", "Your" or "Your Company") and Intel Corporation and its affiliates (together, "Intel") govern Your access and use of Developer Zone. These Terms and Conditions supplement the Intel.com Terms of Use You have already agreed to by accessing, browsing, or using Intel’s websites.

Read these Terms and Conditions carefully. By accessing, browsing, or using Developer Zone as a Premier User, You accept and agree to be bound by these Terms and Conditions and any additional terms and conditions which may accompany the materials made available through Developer Zone. If you are an individual acting on behalf of an entity, you represent and warrant that You have the authority to agree to these Terms and Conditions on behalf of that entity and bind that entity to the Terms. IF YOU DO NOT AGREE TO THESE TERMS AND CONDITIONS, DO NOT ACCESS OR USE THE DEVELOPER ZONE OR ANY MATERIALS FROM IT AS A PREMIER USER.

Your acceptance of these Terms and Conditions does not obligate Intel to grant You access to Developer Zone as a Premier User.

Personal information You submit to Intel through the Developer Zone enrollment form is governed by Intel’s Privacy Notice, which describes how Intel collects, processes, and discloses your personal information.

## 1.0 Definitions

**1.1 "Active Date"** means the date that Intel provides to You in an electronic notification of your acceptance as a User of the Intel Developer Zone.

**1.2 "Probation"** means a 90-day period during which some or all User Benefits may not be available to You.

**1.3 "User"** means an entity that has been granted permission by Intel to access and use Developer Zone.

**1.4 "User Qualifications"** mean the qualifications for membership described at: <https://www.intel.com/content/www/us/en/legal/terms-of-use.html> which may be modified from time to time, at Intel's sole discretion.

## 2.0 Partner and Agency Disclaimer

These Terms and Conditions are not intended and shall not be deemed 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 the word "Partner" is commonly used in the technology industry to designate a marketing relationship between two otherwise unaffiliated companies and use of the

term "Partner" in Developer Zone materials does not constitute or imply a legal partnership or fiduciary relationship between You and Intel.

### 3.0 User Levels

There are two user levels in Developer Zone (individually referred to by their title, or collectively referred to as the "Developer Zone User Levels"). Qualifications for these levels are:

(i) Standard User; (To be a Standard User, a User must (1) submit a completed enrollment form and (2) accept these Terms and Conditions.)

(ii) Premier User. (To be a Premier User, a User must (1) submit a completed enrollment form, (2) accept these Terms and Conditions, (3) have a valid confidentiality agreement with Intel, (4) meet the User Qualifications set out in the enrollment form, and (5) have an active sales engagement with Intel's Sales and Marketing Group or another Intel business unit. An active sales engagement means an account that is associated with a designated Intel sales team, regional partner manager, or opportunity owner.

### 4.0 Program Terminology

As a Premier User in the Developer Zone, You may only use the Developer Zone name and Your level designation in text or speech in the following approved ways:

#### 4.1 When referring to the Program:

Developer Zone

#### 4.2 When referring to the Program and Your level together:

Developer Zone, Premier User.

### 5.0 Your Obligations for Membership

**5.1 Comply with Terms and Conditions:** You agree to comply with these Terms and Conditions, and any other terms and conditions that Intel makes available in connection with Developer Zone, including without limitation the Terms of Use associated with all Intel websites.

**5.2 Profile Information:** At least once per year You must verify and update Your Company profile information that Your Company has on file with Intel. To update Your Company profile information, log into the My Intel website and navigate to "My Account".

**5.3 Email Verification:** At least once per year, You must re-validate Your email address associated with Your Company.

**5.4 Connectivity:** You agree to:

- (i) maintain an email address for Your Company;
- (ii) maintain the ability to access Intel websites;
- (iii) keep secure any passwords used to access Intel websites and use them only for Your own authorized access to such websites; and
- (iv) receive all email that Intel sends to You or Your Company as a user of the Developer Zone.

## 6.0 Program Benefits and Services

The "User Benefits" for the Developer Zone program are described at Intel Benefits and may be modified from time to time at Intel's sole discretion. User Benefits may be governed by separate guidelines, rules, or other terms and conditions.

## 7.0 Confidential Information

You must have a CNDA with Intel in order to access and use Intel's "Confidential Information" via Developer Zone. "Confidential Information" is defined in the CNDA. The CNDA governs Your obligations with respect to Confidential Information disclosed by Intel in connection with your access to and use of Developer Zone.

## 8.0 Term, Changes, and Termination

**8.1 Term.** Your membership in Developer Zone will expire a year from the Active Date, unless earlier terminated pursuant to Section 8.5 below. Intel may periodically review your User status and automatically extend the term for an additional year on the condition that You review, correct, and submit updated information requested by Intel and validate Your email address associated with Your Company.

**8.2 Changes to Developer Zone.** At any time, Intel in its sole discretion may:

- (i) add new Developer Zone User levels,
- (ii) cancel or modify all or any of the Developer Zone User levels, or
- (iii) change, modify, or discontinue part or all of the Developer Zone or User Benefits.

Intel will make commercially reasonable efforts to notify You of any changes to Developer Zone or the User Benefits but will not be in breach of these Terms and Conditions if it fails to notify You. You agree that Your continuing participation in, or access to, the Developer Zone after any changes or modifications constitutes Your acceptance of the Terms and Conditions or User Benefits as modified.

**8.3 Probation.** Intel may place You on Probation if:

- (i) You fail to comply with these Terms and Conditions.

(ii) You fail to submit an updated annual User profile or validate Your email address associated with Your Company.

**8.4 Your Obligations During Probation.** During Probation, You must take action to correct deficiencies with your membership in Developer Zone brought to your attention by Intel. If deficiencies continue at the end of Probation, your access to Developer Zone may be terminated. Re-entry to the Developer Zone will be at Intel's sole discretion.

**8.5 Termination or Change of Access by Intel.** Intel may terminate Your access to the Developer Zone, User Benefits or change Your access from one level to another at any time with or without advance notice, with or without cause, in Intel's sole discretion. If Intel revokes or declines to renew your password, such revocation or declination constitutes termination. Conduct that constitutes cause for termination includes, but is not limited to:

- (i) Enrollment forms contain incorrect or false information;
- (ii) Obtaining or attempting to obtain access, benefits, or services through deceptive, fraudulent, or illegal means;
- (iii) Failure to comply with any of the access requirements;
- (iv) Breaching or failing to comply with any provision of these Terms and Conditions (e.g., failure to update your business profile); or
- (v) Failure to comply with any other provisions applicable to You as a Premier User in the Developer Zone.

**8.6 Termination by You.** You may voluntarily terminate your access at any time by visiting "My Profile" at <https://www.intel.com/content/www/us/en/secure/my-intel/profile.html>.

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Or contact Intel Customer Support at: <https://www.intel.com/content/www/us/en/support/contact-intel.html>

**8.7 Effect of Termination.** Upon termination, your access and use of Developer Zone and all User Benefits will immediately terminate.

**8.8 Downgrade.** ON AN ANNUAL BASIS, IF YOU NO LONGER MEET THE MINIMUM REQUIRED CRITERIA FOR CURRENT LEVEL, YOU WILL NOT BE RENEWED AT YOUR CURRENT ACCESS LEVEL, AND YOU WILL BE REASSIGNED, OR DOWNGRADED, TO THE APPROPRIATE QUALIFYING LEVEL OF ACCESS WITHOUT NOTICE. YOU WILL STILL BE REQUIRED TO MEET THE DOWNGRADED LEVELS REQUIREMENTS (e.g., UPDATE YOUR PROFILE).

## 9.0 Other Terms, Conditions and Notices

**9.1 No Endorsement.** You acknowledge that Intel makes no claims on behalf of Your Company 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 Web Site and Identity.** You must have an identity to access certain parts of the Developer Zone website. You must keep Your identity secure and confidential and use it only for Your authorized access to the Developer Zone website. You are solely responsible for all activities that occur with Your password and Your account. You shall notify Intel immediately of any actual or suspected unauthorized use of Your identity or Your account. Intel is not responsible for any consequences that result from any unauthorized use of Your identity. Direct any questions or problems with Your account or the website to <https://www.intel.com/content/www/us/en/support/contact-intel.html>

**9.3 Counterfeit and Remarketed Products.** You will not counterfeit or remarket any Intel product. You will not purchase, use, sell, broker, or promote the sale of remarketed 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 Web Sites.** Intel maintains a website for the Developer Zone. 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 intel.com Terms of Service notices applicable to software.

**9.5 Privacy Statement.** At certain times, Intel may work with other technology ecosystem vendors to deliver new programs and value to Premier Users of the Developer Zone. You agree and consent to Intel providing your personal information (name, email address, etc.) to our third-party ecosystem partners so that they may provide programs and value to you.

**9.6 Links and Portals Supporting Website Purchases.** All components purchased from Intel Authorized Distributors via links from the Developer Zone Website are offered for sale by the participating distributors and are covered by any product warranty offered directly by the participating distributor and/or the participating vendors, who are solely responsible for the design and functionality of their respective products, including any liability arising from product infringement. If Intel is the vendor of a component You purchased from a participating distributor through the Developer Zone website, Intel will provide its product warranty as provided with the component. You acknowledge and agree that unless Intel is the vendor of a component You purchased from a participating distributor through the website, Intel provides no warranty whatsoever.

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

**9.8 No Damages.** IN NO EVENT SHALL INTEL OR ITS SUPPLIERS HAVE ANY LIABILITY TO YOU FOR DAMAGES OF ANY NATURE WHATSOEVER, (DIRECT, INDIRECT, SPECIAL OR CONSEQUENTIAL) 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 DEVELOPER ZONE OR YOUR USE OF THE DEVELOPER ZONE TO PURCHASE COMPONENTS, SOFTWARE, AND/OR SERVICES FROM PARTICIPATING DISTRIBUTORS AND/OR PARTICIPATING VENDORS OPERATING ON OR THROUGH THE DEVELOPER ZONE, EVEN IF INTEL IS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. 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.

## 10.0 General Provisions

**10.1. Variations.** The implementation and administration of the Developer Zone may vary from country to country.

**10.2. Assignment.** Access 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 affiliates.

**10.3. Order of Priority.** The English language version of these Terms and Conditions shall prevail over any translations of them. Intel's standard terms and conditions of sale shall govern any purchase of, or redemption of credits for, Intel products made between You and Intel and shall prevail over any other agreements unless in writing and signed by an authorized representative of Intel.

**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 writing signed by authorized representatives of both parties. Notwithstanding the foregoing, Intel may, in its sole discretion, alter, revise, amend or cancel the Developer Zone and/or User Benefits and these Terms and Conditions, which shall be

effective upon notification unless a different time is stated. Posting changes on the Intel website and/or sending email shall be deemed 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 hereunder.

**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, such determination shall not affect the validity of the remaining provisions unless Intel determines in its discretion that the courts determination causes these Terms and Conditions or the Developer Zone to fail in any of its essential purposes.

**10.8 Entire Agreement.** These Terms and Conditions contain the entire understanding between You and Intel with respect to the Developer Zone hereof and merge and supersede all prior and contemporaneous channel program terms and conditions. If any provision of these Terms and Conditions

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.

**10.9. Governing Law and Forum.** Any claim arising under or relating to the Developer Zone, its materials, or its websites, shall be adjudicated in the following forums and governed by the following laws: the forum shall be the State of Delaware, USA and the applicable law shall be that of the State of Delaware, without reference to its conflict of law principles.

**10.10 Export Regulations.** You agree to refrain from exporting, either directly or indirectly, any product, service or technical data or system incorporating such items without first obtaining any required license or other approval from the U.S. Department of Commerce or other applicable agency of the United States Government. If any product is exported from the United States or re-exported from a foreign destination, You shall ensure that the distribution and export/re-export or import of the product complies with all laws, regulations, orders, or other restrictions of the U.S. Export Administration Regulations and the appropriate foreign government.

**10.11 Limitation of Liability.** NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR LOSS OF PROFITS, USE OR BUSINESS OR FOR ANY SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. Intel shall not be liable to any Intel User if an Intel employee or any other party acting on behalf of Intel or acting on behalf of a User accesses or updates the personal and/or business profile information of the User (s).