

## INTEL® CLOUD-BASED REMOTE DEBUG USAGE AGREEMENT

This Intel® Cloud-Based Remote Debug Usage Agreement and the Terms of Use (collectively “this Agreement”) linked at the bottom of any pages for the website(s), as updated from time to time, on which the Service Offerings is hosted whether such websites are sponsored, managed, or hosted by Intel or third parties (“Site”) contain the terms and conditions that govern Your access to and use of the Service Offerings (as defined below) and is an agreement between Intel Corporation (“Intel”) and You or You and the entity You represent (“You” or “Your”). This Agreement takes effect when You click an “I Accept” or “I Agree” button or, when You use any of the Service Offerings (the “Effective Date”). You represent to Intel that You are lawfully able to enter into contracts. If You are entering into this Agreement for an entity, such as the company You work for, You represent to us that You have legal authority to bind that entity.

### 1. USE OF THE SERVICE OFFERINGS.

1.1 GENERALLY. You may access and use the Service Offerings in accordance with this Agreement. You agree You will comply with the terms of this Agreement and all laws, rules and regulations applicable to Your use of the Service Offerings.

1.2 THIRD-PARTY CONTENT. If third-party Content is made available with the Service Offerings, You may use it at Your election subject to any separate terms and conditions accompanying such third-party Content.

2. CHANGES. Intel reserves the right to change or discontinue the Service Offering at any time and for any reason.

### 3. SECURITY AND DATA PRIVACY.

3.1 SECURITY. Intel and our suppliers will use reasonable methods known to us to secure Your Content. However, neither Intel nor its’ suppliers make any guarantees regarding the security of Your Content and Intel is not liable for any issues, including data leaks, due to software vulnerabilities not known to us, Your own actions, or any security issue.

3.2. DATA PRIVACY. You consent to the storage of Your Content in, and transfer of Your Content into the Site, including consent to transferring Your Content across borders in performance of the Service Offerings. Intel will not access or use Your Content except as necessary to maintain or provide the Service Offerings, or as necessary to comply with the law or a binding order of a governmental body. Intel will not (a) disclose Your Content to any government or third party or (b) move Your Content from the regions selected by You; except in each case as necessary to comply with the law or a binding order of a governmental body. Unless it would violate the law or a binding order of a governmental body, Intel will give You notice of any legal requirement or order referred to in this Section 3.2. You consent to Intel’s collection, use, storage and disclosure of any information associated with the Service Offerings according to Intel’s Privacy Notice.

### 4. YOUR RESPONSIBILITIES.

4.1 YOUR ACCOUNTS. You are responsible for all activities that occur under Your account, regardless of whether the activities are authorized by You or undertaken by You, Your employees or a third party (including Your contractors or agents). You acknowledge and agree that Intel and our affiliates are not responsible for unauthorized access to Your account.

**4.2 YOUR USAGE.** You will ensure that Your use of the Service Offerings will not violate any of the Policies or any applicable law or any illegal, unethical or malicious activity. Prohibited usage includes, but is not limited to, crypto-mining, the sending of unsolicited bulk email (spamming); exploiting the Site for cyber-attacks on our and third-party computer systems; traffic snooping; violation or exploitation of any internationally recognized human right, exploring or exploiting vulnerabilities in the Site. You are solely responsible for the development, content, operation, maintenance, and use of Your Content.

**4.3 YOUR CONTENT.** You are responsible for Your Content and You represent that Your Content was collected and created in adherence with all applicable laws, including but not limited to privacy, export, cross-border transfer, data usage and any other applicable laws.

**4.4 LOG-IN CREDENTIALS AND ACCOUNT KEYS.** Log-in credentials and private keys generated by the Service Offerings are for Your internal use only and You will not sell, transfer or sublicense them to any other entity or person, except that You may disclose Your private key to Your agents and subcontractors performing work on Your behalf.

## **5. TERM; TERMINATION.**

**5.1 TERM.** The term of this Agreement will commence on the Effective Date and will remain in effect until terminated under this Section 5. Any notice of termination of this Agreement by either party to the other must include a Termination Date that complies with the notice periods in Section 5.2.

### **5.2 TERMINATION.**

(a) **TERMINATION FOR CONVENIENCE.** You may terminate this Agreement for any reason by providing us notice and closing Your account for all Service Offerings for which Intel provides an account closing mechanism. Intel may terminate this Agreement for any reason by providing You at least 10 days' advance notice.

(b) **TERMINATION FOR CAUSE.** Intel may immediately suspend Your account if you violate any of the terms of Section 6 of this Agreement. Intel may also terminate this Agreement immediately upon notice to You if our relationship with a third party partner who provides technology Intel uses to provide the Service Offerings expires, terminates or requires us to change the way Intel provides the Service Offerings, or (B) in order to comply with the law or requests of governmental entities.

**5.3 EFFECT OF TERMINATION.** Upon the Termination Date, (i) all Your rights under this Agreement immediately terminate; (ii) You will immediately return or, if instructed by us, destroy all Intel Content in Your possession.

## **6. RIGHTS AND LICENSES.**

**6.1 YOUR CONTENT.** Except as provided in this Section 6, Intel obtains no rights under this Agreement from You (or Your licensors) to Your Content. You consent to our use of Your Content to provide and further develop Intel's products and services.

**6.2 ADEQUATE RIGHTS.** You represent and warrant to us that: (a) You or Your licensors own all rights, title, and interest in and to Your Content and Suggestions; (b) You have all rights in Your Content and Suggestions necessary to grant the rights contemplated by this Agreement; and (c) none of Your Content use of Your Content or the Service Offerings will violate the Policies or this Agreement.

6.3 SERVICE OFFERINGS LICENSE. Intel or our licensors own all rights, title, and interest in and to the Service Offerings, and all related supporting technology and intellectual property rights. Subject to the terms of this Agreement, Intel grants to You a limited, revocable, non-exclusive, non-sublicensable, non-transferrable license to: (a) access and use the Service Offerings solely in accordance with this Agreement; and (b) use any Intel Content solely in connection with Your permitted use of the Services Offerings and/or for the purpose of internal demonstration, evaluation, testing, validation or development of your Intel-based products. Except as provided in this Section 6.3, You obtain no rights under this Agreement from us, our affiliates or our licensors to the Service Offerings, including any related intellectual property rights. Some Intel Content may be provided to You under a separate license agreement that accompanies or is included with that Intel Content, including but not limited to the Apache License, Version 2.0, or other open source license. In the event of a conflict between this Agreement and any separate license agreement, the separate license agreement will prevail with respect to the Intel Content or Third-Party Content that is the subject of such separate license agreement.

6.4 RESTRICTIONS. You will not use the Service Offerings in any manner or for any purpose other than as expressly permitted by this Agreement. You will not attempt to (a) download, modify, distribute, alter, tamper with, repair, or otherwise create derivative works of any Intel Content included in the Service Offerings, (b) reverse engineer, disassemble, or decompile the Service Offerings or apply any other process or procedure to derive the source code of any software included in the Service Offerings (except to the extent applicable law doesn't allow this restriction), (c) access or use the Service Offerings in a way intended to avoid incurring fees or exceeding usage limits or quotas, or (d) resell or sublicense the Service Offerings. You will not misrepresent or embellish the relationship between Intel and You (including by expressing or implying that Intel support, sponsor, endorse, or contribute to You or Your business endeavors). You will not imply any relationship or affiliation between us and You except as expressly permitted by this Agreement. During and after the term of this Agreement, You will not assert or encourage or assist any other company to assert any intellectual property right claim against Intel or its affiliates and licensors related to the Service Offerings or your use of the Service Offerings.

6.5 SUGGESTIONS. If You provide any Suggestions to Intel, Intel is entitled to use the Suggestions without restriction. You hereby irrevocably assign to us all right, title, and interest in and to the Suggestions and agree to provide us any assistance Intel require to document, perfect, and maintain our rights in the Suggestions.

7. INDEMNIFICATION. You will defend, indemnify, and hold harmless us, our affiliates and licensors, and each of their respective employees, officers, directors, and representatives from and against any losses arising out of or relating to any third-party claim concerning: (a) Your use of the Service Offerings (including any activities under Your account and use by Your employees and personnel); (b) breach of this Agreement or violation of applicable law by You or Your Content. You will reimburse Intel for reasonable attorneys' fees, as well as our employees' and contractors' time and materials spent responding to any third-party subpoena or other compulsory legal order or process associated with third party claims described above at the then-current hourly rates.

8. DISCLAIMERS. **The Service Offerings are provided "as is." Except to the extent prohibited by law, or to the extent any statutory rights apply that cannot be excluded, limited or waived, Intel and our affiliates and licensors (a) make no representations or warranties of any kind, whether express,**

**implied, statutory or otherwise regarding the service offerings or the third party content, and (b) disclaim all warranties, including any implied or express warranties (i) of merchantability, satisfactory quality, fitness for a particular purpose, non-infringement, or quiet enjoyment, (ii) arising out of any course of dealing or usage of trade, (iii) that the Service Offerings or third-party content will be uninterrupted, error free or free of harmful components, and (iv) that any content will be secure or not otherwise lost or altered.**

**9. LIMITATIONS OF LIABILITY. Intel and our affiliates and licensors will not be liable to you for any direct, indirect, incidental, special, consequential or exemplary damages (including damages for loss of profits, revenues, customers, opportunities, goodwill, use, or data), even if a party has been advised of the possibility of such damages.**

#### **10. MISCELLANEOUS.**

**10.1 MODIFICATIONS.** Intel may modify this Agreement (including any Policies) at any time by posting a revised version on the Site. By continuing to use the Service Offerings after the effective date of any modifications to this Agreement, You agree to be bound by the modified terms. It is Your responsibility to check the Site regularly for modifications to this Agreement. Intel last modified this Agreement on the date listed at the end of this Agreement.

**10.2 ASSIGNMENT.** You will not assign or otherwise transfer this Agreement or any of Your rights and obligations under this Agreement, without our prior written consent. Any assignment or transfer in violation of this Section 10.1 will be void. Intel may assign this Agreement without Your consent (a) in connection with a merger, acquisition or sale of all or substantially all of our assets, or (b) to any affiliate or as part of a corporate reorganization; and effective upon such assignment, the assignee is deemed substituted for Intel as a party to this Agreement and Intel is fully released from all of its obligations and duties to perform under this Agreement. Subject to the foregoing, this Agreement will be binding upon, and inure to the benefit of the parties and their respective permitted successors and assigns.

#### **10.3 DISPUTE RESOLUTION.**

**(A) Pre-Arbitration Resolution.** Any dispute arising out of or relating to this Agreement or the Service Offerings will be resolved as follows: A party will deliver notice of the dispute, including a detailed description of the dispute, together with relevant supporting documents to the other party. Management for each party will then attempt to resolve the dispute. If the parties do not resolve the dispute within 30 calendar days of the dispute notice, either party may deliver notice of a demand for mediation within 10 days. The parties will then try to resolve the dispute with a mediator.

**(B) Arbitration.** If the parties do not resolve the dispute within 60 calendar days after the initial dispute notice, either party may deliver notice of the specific issues to be arbitrated and initiate arbitration by filing a Demand for Arbitration with the American Arbitration Association (“AAA”). A party may not seek relief in court without arbitration.

The Commercial Arbitration Rules of the AAA in effect on the date a party files a Demand for Arbitration (the “AAA Rules”) will apply, except as follows: (1) Arbitrators. An Arbitration Panel of 3 arbitrators will conduct the arbitration. (2) Seat of Arbitration. The seat of arbitration and the location of the proceedings will be New York City, New York and the proceedings will be conducted in English. (3) Law of the Arbitration Agreement. The law of the arbitration agreement will be the laws of the United States and New York. (4) Limitations on Relief. Notwithstanding R-47 (Scope of Award), the arbitrator may not

award (a) any remedy that prohibits a party or its customers from manufacturing, using, selling, or importing that party's products, or (b) any non-monetary relief for misappropriation of trade secrets or breach of confidentiality obligations.

(C) Time for Initiating Dispute Resolution. A party may not seek relief for a claim arising out of or relating to this Agreement unless the party commences the dispute resolution process in Section 10.3 (A) within 2 years from the earlier of (1) the expiration or termination of this Agreement or (2) the first allegedly wrongful act giving rise to that claim. Neither the arbitrator nor an emergency arbitrator (as described in R-38 of the AAA Rules) may order conservatory, interim, or emergency measures. R-37 (Interim Measures) and R-38 (Emergency Measures of Protection) will not apply.

(3) Service. R-43 (Service of Notice and Communications) will not apply with regard to service of a Demand for Arbitration, which must be served in the same manner as is required to serve a summons and complaint under the Federal Rules of Civil Procedure.

10.4. GOVERNING LAW. The governing laws of the U.S. and New York, without reference to conflict of law rules, govern this Agreement and any dispute of any sort that might arise between You and Intel. The United Nations Convention for the International Sale of Goods does not apply to this Agreement.

10.5 NO WAIVERS. The failure by us to enforce any provision of this Agreement will not constitute a present or future waiver of such provision nor limit our right to enforce such provision at a later time. All waivers by us must be in writing to be effective.

11.5 ENTIRE AGREEMENT; SEVERABILITY. This Agreement constitute the entire agreement between you and Intel relating to the Service Offerings, and merge and supersede all related discussions and understandings. If any portion of this Agreement is held to be invalid or unenforceable, the remaining portions of this Agreement will remain in full force and effect. Any invalid or unenforceable portions will be interpreted to effect and intent of the original portion. If such construction is not possible, the invalid or unenforceable portion will be severed from this Agreement but the rest of the Agreement will remain in full force and effect.

#### DEFINITIONS.

“Account Information” means information about You that You provide to us in connection with the creation or administration of Your account. For example, Account Information includes names, usernames, phone numbers, email addresses and billing information associated with Your account.

“Content” means software, algorithms, data sets, audio, images or videos.

“Documentation” means any user guides, instructions, scripts, reports, or any other information provided by Intel related to the Service Offerings.

“Intel Content” means Documentation, Content and other information that is part of, relating to or generated by the Service Offerings.

“Policies” means the Trademark Usage Guidelines, Intel Privacy Notice and Intel Cookie Notice.

“Service Offerings” means the cloud-based remote access granted via the Site to Intel reference boards or reference platforms and Intel Content for purposes of testing, evaluation or debugging.

“Suggestions” means all suggested improvements or modifications to any Intel hardware, Intel Content or the Service Offerings that You provide to us.

“Term” means the term of this Agreement described in Section 5.

“Termination Date” means the effective date of termination provided in accordance with Section 5 in a notice from one party to the other.

“Your Content” means Content that You transfer or directly load to the Site at any time for Your usage or storage in connection with Your use of the Service Offerings. Your Content does not include Account Information or Intel Content.