Intel® Software Partner Program
Membership Agreement

If you are granted membership in the Intel® Software Partner Program, these Terms and Conditions ("Terms and Conditions") constitute a legal agreement between Your Company (hereafter "You", "Your", "Your Company", or "Partner") and Intel Corporation and its subsidiaries ("Intel").

Read these Terms and Conditions carefully. If you agree, click "I ACCEPT". Your acceptance of these Terms and Conditions does not obligate Intel to accept you into the Intel Software Partner Program. To be accepted, you must accept these Terms and Conditions, submit a completed application form, and meet all membership qualifications.

1.0 DEFINITIONS

1.1 "Effective Date" means the date that you submit your application for membership in the Intel Software Partner Program. Once membership is established, these Terms and Conditions are effective for twelve (12) months from the membership start date and they will be renewed annually after the initial twelve (12) month period.
1.2 "Intel" means Intel Corporation and its designated subsidiaries and affiliates.
1.3 "Product(s)" means Intel branded products sold by Intel authorized distributors.
1.4 "Program Benefits" means the benefits described at:software.intel.com/partner may be modified from time to time, at Intel's sole discretion.
1.5 "Membership Tiers" means the levels of membership described at: **Intel Software Partner Program site**, which may be modified from time to time, at Intel's sole discretion.
1.6 "Collateral" means all text, graphics, data, video, photographs, still images, sound, software screen displays, box shots, product descriptions and any other information or materials provided by Company to Intel, as such collateral may be further described in a promotional material release form (PMR) completed by You.
1.7 "Deliverables" means the software, the optimized software, the Collateral, and test results from Company's performance testing and all other materials or information provided to Intel by or on behalf of Company.
1.8 "Software Development Products" means Intel or third party software development products (SDP), in object code form.
1.9 "IPLA" means the Intel Pre-Release License Agreement and the Pre-Release Exhibit form that defines the terms and conditions governing the loan of SDP(s).
1.10 "Project Plan" means a project plan You will submit to initiate a project describing the planned technical enabling work.
1.11 "Project Completion Report" will be submitted by You upon completion of an Intel Project including technical enabling.

2.0 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 in accordance with this common usage herein. 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 name, program logos, and in program materials does not constitute or imply a legal partnership or fiduciary relationship between the parties.

3.0 PROGRAM TIERS

There are four tiers of membership in the Intel Software Partner Program* (individually referred to by their title, or collectively referred to as the "Intel Software Partner Program" or "Program"). Definitions of these tiers can be found at: software.intel.com/partner

Premier Elite Member
Premier Member
Associate Member
Registered Member

4.0 YOUR OBLIGATIONS FOR MEMBERSHIP

4.1 Comply with Terms and Conditions: You agree to comply with these Terms and Conditions, applicable logo license agreements, and any other terms and conditions that Intel makes available as part of or in connection with the Intel Software Partner Program.

4.2 Profile Information: At least once per year, or as you move up a level in the Program, you will 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. To update Your Company profile information, log into the Intel Software Partner Program website and navigate to "My Account". The primary contact acts as the administrator of Your Company account. Therefore, you need to ensure that the information of Your primary contact is correct and complete at all times during Your Program membership.

4.3 Connectivity. You agree to:

(i) maintain and update an email address, in particular the primary contact, for Your Company;
(ii) maintain the ability to access Intel websites;
(iii) keep secure any password used to access the Intel website and use it only for Your own authorized access to such website;
(iv) receive all email that Intel sends to You or Your Company as a member of the Intel Software Partner Program; and
(v) permit Intel, at its sole option, to list Your Company name, address and membershjp 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.

4.4 Program Terminology. As a member of the Intel Software Partner Program, You may use the Program name and Your membership level in text or speech only in specific ways.

4.4.1 When referring to the Program:
Intel® Software Partner Program (Do not use ISPP as a short form)

4.4.2 When referring to the Program and level together:
Intel® Software Partner Program, Premier Elite Member
Intel® Software Partner Program, Premier Member
Intel® Software Partner Program, Associate Member
Intel® Software Partner Program, Registered Member

OR:

Intel® Software Partner Program -- Premier Elite Member
Intel® Software Partner Program -- Premier Member
Intel® Software Partner Program -- Associate Member
Intel® Software Partner Program -- Registered Member
(Note: use a long dash, not a hyphen)

4.4.3 When referring to Your membership level, first occurrence in the document:
Intel® Software Partner Premier Elite Member
Intel® Software Partner Premier Member
Intel® Software Partner Associate Member
Intel® Software Partner Registered Member

4.4.4 When referring to Your membership level, after first occurrence:
Premier Elite Member
Premier Member
Associate Member
Registered Member

4.4.5 Examples of Appropriate Use:
Subsequent use: "Because I'm a Premier Member, you get…"

4.4.6 Examples of Inappropriate Use – Never Permitted:
"Intel Partner" or "Intel partner" or "partner with Intel" or "Channel Partner" in any usage.

5.0 DELIVERABLES

From time to time, Intel may offer deliverables in the form of benefits or services to members of the Intel Software Partner Program. 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. Likewise certain deliverables may be required from the Program member, as outlined below.

5.1 Intel Deliverables

5.1.1 Intel Deliverables. Intel may loan or provide you with access to Intel deliverables solely for your use in connection with performing the optimizations activities and

developing the optimized software.

5.1.2 Software Development Products. You acknowledge and agree that the Software Development Products are provided for a limited time and purpose only and if You desire to use any of the Software Development Products beyond the license period specified in such products or for any purpose other than that contemplated in these Terms and Conditions, You will have to purchase the commercially available version of such products through any of Intel's distribution channels.

5.1.3 Marketing Activities. Subject to Your fulfillment of the Intel Software Partner Program software enabling requirements You may have access to certain marketing and sales benefits to promote Your new solutions.

5.1.4 Communication. You agree to receive the Intel Software Partner Program newsletter, as well as other program related electronic communications We may send to the email addresses provided by You from time to time. You may request to unsubscribe from such communication at all times.

5.2 Partner Program Member Deliverables

5.2.1 Performance. You shall use commercially reasonable efforts to perform the optimization activities and develop optimized software of Your software products at your facilities. If, for any reason, the parties agree that the optimization activities shall take place in any of Intel's designated labs, you understand and agree that Intel's engineers may require limited access to Your software's source code and the parties shall enter into a separate source code license agreement for this purpose.

5.2.2 Acceptance Testing. You shall complete a Project Completion Report at the end of your enablement phase as an acknowledgement of your porting, optimization and enabling results.

6.0 CONFIDENTIAL INFORMATION

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 as stated in (i).
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 Intel Software Partner Program benefits may require additional confidentiality terms as a condition of participation. The terms below control Intel's Confidential Information disclosed through the Intel Software Partner Program and survive termination or expiration of these Terms and Conditions and Your membership. You agree to do and/or comply with the following terms:

6.1 Maintain Confidential Information. Maintain Confidential Information with at least the same degree of care that You use to protect Your Company's own confidential and proprietary information, but with at least a reasonable degree of care under the circumstances.

6.2 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.

6.3 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".

6.4 Duration. Maintain the confidentiality of Confidential Information for at least two (2) 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.
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.

6.5 CNDA. If You and Intel execute or have executed a Corporate Non-Disclosure Agreement ("CNDA"), each party shall maintain the confidentiality of the information it receives from the other pursuant to the terms of the Corporate Nondisclosure Agreement ("CNDA") between You and Intel or its parent company, which is incorporated herein by this reference.

7.0 TERM, CHANGES, AND TERMINATION

7.1 Term. These Terms and Conditions will be effective from the "Effective Date." Your membership will expire on the last day of a 12 month period, unless earlier terminated pursuant to Section 7.3 below. Annually, Intel will review Your membership status and extend the term for another 12 month period on the condition that Your performance is in line with the expectations of Your Membership Tier, and that you review, correct, and resubmit updated information requested by Intel.

7.2 Changes to Intel Software Partner Program. At any time after providing notice, Intel in its sole discretion may:
(i) add new Intel Software Partner Program levels,
(ii) cancel all or any of the Intel Software Partner Program levels, or
(iii) change, modify, or discontinue part or all of the Intel Software Partner Program, benefits, or services.
You shall 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 Intel Software Partner Program after any changes or modifications constitutes Your acceptance of the Terms and Conditions as modified.

7.3 Terminate Membership or Change Membership Program – Intel. Intel may terminate Your membership in the Intel Software Partner Program, or change Your membership from one level to another at any time with notice, with or without cause, in Intel's sole discretion. Conduct that constitutes cause for termination includes, but is not limited to:
(i) Application for membership contains incorrect or falsified information;
(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) Failure to comply with any of the membership requirements;
(vi) Breaching or failing to comply with any provision of these Terms and Conditions (e.g., failure to update your business profile); or
(vii) Breaching or failing to comply with any provision contained in the logo license agreements.
(viii) Failure to comply with any other provisions applicable to You as an Intel Software Partner Program member.
7.4 Terminate Membership – Program Member. You may voluntarily terminate Your membership at any time by providing written notice to the Intel Software Partner Program administrator. You may submit your notice by electronic communication, either by email or by using the contact form provided on the Intel Software Partner Program website.

7.5 Effect of Termination. Upon termination, all rights granted under these Terms and Conditions and logo license agreements shall immediately terminate.

7.6 Upgrade. At any time You can apply to upgrade Your membership status from Registered to Associate by completing the Associate Membership request form. All upgrades are subject to the membership criteria in effect at that time for the new membership level and require confirmation by Intel.

7.7 Downgrade. ON AN ANNUAL BASIS, IF YOU NO LONGER MEET THE MINIMUM REQUIRED CRITERIA FOR YOUR CURRENT LEVEL, YOU MAY NOT BE RENEWED AT YOUR CURRENT MEMBERSHIP STATUS, AND COULD BE RE-ASSIGNED, OR DOWNGRADED, TO THE APPROPRIATE QUALIFYING TIER OF MEMBERSHIP WITHOUT NOTICE. YOU WILL STILL BE REQUIRED TO MEET THE DOWNGRADED LEVEL'S REQUIREMENTS (EG., UPDATE YOUR PROFILE). HOWEVER, YOU WILL NOT BE REQUIRED TO RE-ACCEPT THESE TERMS AND CONDITIONS.

8.0 OTHER TERMS, CONDITIONS AND NOTICES

8.1 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.

8.2 Member Website and Password. You must have a password to access certain parts of the Intel Software Partner Program website. You shall keep Your password secure and confidential and use it only for Your authorized access to the Intel Software Partner 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.

8.3 Content and Software Available on Intel Web Sites. Intel maintains a website for the Intel Software Partner Program. 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 an end user license agreement, if any.

8.4 Website Links. During the term of the applicable Intel Software Partner Program, You hereby grant to Intel the right to establish hyperlinks (whether in text, graphics or other format) from any Intel website to your Company's website.

8.5 Use of Company's Name. You hereby grant to Intel and its parent and sister corporations, permission, during the term of this Agreement, to: (a) publicly disclose and identify the participation of Your Company in Intel's documentation, press releases, web sites, brochures, collateral and in any list of independent software vendors participating in the advertising, marketing, promotional and/or enabling activities for the Program Processor, as such list is compiled by Intel; and (b) use such list for Intel's or its parent and sister corporations' internal business purposes and/or provide such list to any designated third party participating in such advertising, marketing, promotional and/or enabling activities for the Program Processor.

8.6 Use of Intel's Name. You shall not use Intel's name, logos, or trademarks to market products without Intel's written permission. All use of Intel's name, logos or trademarks shall be subject to the applicable then-current Intel trademark license agreement and trademark usage policy and guidelines. In addition to the foregoing, You shall not use the program processor's code name in connection with any advertising, marketing and/or promotional activities without Intel's prior written consent. Any unauthorized use of the program processor's code name shall be at your Company's sole risk.

8.7 Disclaimers. THE INTEL SOFTWARE PARTNER PROGRAM 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.

8.8 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 WEBSITE OR YOUR USE OF THE WEBSITE TO PURCHASE COMPONENTS, SOFTWARE AND/OR SERVICES FROM PARTICIPATING DISTRIBUTORS AND/OR PARTICIPATING VENDORS OPERATING ON OR THROUGH THE INTEL SOFTWARE PARTNER PROGRAM WEBSITE, 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.

9.0 GENERAL PROVISIONS

9.1. Variations. The implementation and administration of the Intel Software Partner Program may vary from country to country.

9.2. Assignment. Membership is not transferable or assignable including any transfer by merger, acquisition or change in control of member, without Intel's prior written consent. 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.

9.3. Order of Priority. The English language version of these Terms and Conditions shall prevail over any translations of them. The terms of any trademark license agreement(s) shall prevail over these Terms and Conditions with respect to the subject matter of the trademark license agreement. 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.

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

9.5 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 Intel Software Partner 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 Intel website and/or sending email shall be deemed notice to You of such changes.

9.6 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.

9.7 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 court's determination causes these Terms and Conditions or the Intel Software Partner Program to fail in any of its essential purposes.

9.8 Entire Agreement. These Terms and Conditions contain the entire understanding between You and Intel with respect to the Intel Software Partner Program hereof and merge and supersede all prior and contemporaneous software program terms and conditions.

9.9. Governing Law and Forum. Any claim arising under or relating to the Intel Software Partner Program, its materials, or its websites, shall be adjudicated in the following forums and governed by the following laws: For the United States of America, Canada, and Latin America including Mexico, the forum shall be Santa Clara, California, USA and the applicable law shall be that of the State of Delaware, without reference to its conflict of law principles. For the Asia Pacific Region, the forum shall be Singapore and the applicable law shall be that of Singapore. For Japan, the forum shall be the Tokyo District Court and the applicable law shall be that of Japan. For Europe and the rest of the world, the forum shall be the courts of England and Wales and the applicable law shall be that of England and Wales.

9.10 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.

Acceptance of this agreement opts you in to receive news about the program, including the program newsletter. You can opt out of one or more of these program communications by making the appropriate changes in the Communications Preferences of your Partner Profile located in your Partner Dashboard.

Acceptance of Membership Agreement

Your company agreed to abide by the Intel® Software Partner Program membership agreement upon enrolling. Read through the agreement below for your reference.