



Intel® Tiber™ Trust Authority Service Agreement (the “Agreement”)

This Agreement, provides the terms and conditions under which Intel offers to You access to and use of the Intel® Tiber™ Trust Authority Service, a suite of Intel trust and security modules that provide the data and insights necessary to provide you the confidence that your sensitive workloads are secured within the platform (the “Service”).

The commercial terms set forth in this Agreement may differ from the terms under which Intel makes other software and services available and are not intended to replace and do not replace such other terms. Instead, the terms and conditions applicable to any given Intel software or service are provided in the license or licensing framework accompanying that software or service.

Please DO NOT ACCESS OR USE the Service or any Materials that Intel may provide in association with the Service, unless and until you have read, understand, and accept the terms and conditions articulated in this Agreement. If You, or the entity for whose benefit You access or use the Service, do not agree to be bound by, or You do not have the legal authority to bind the entity You represent, do not access or use the associated Service. “You” and “Your” refers to you, your employer, and any other entity for whose benefit you access and use the Service. You and Intel are each a “party” (collectively, the “parties”) to the Agreement.

You freely acknowledge, accept, and agree to be bound by the Agreement with Intel. The Agreement takes effect when You select “I Accept” or similar prompt associated with the Service (the “Effective Date”).

1. Definitions

- 1.1. **“Account Information”** is a type of Personal Data and means contact and other information about You that You provide to Intel.
- 1.2. **“Affiliates”** means any entity that Controls, is Controlled by, or is under Control with Intel Corporation. “Control” means direct or indirect ownership, through one or more intermediaries, of more than 50% of an entity’s voting capital or other voting rights.
- 1.3. **“Cloud Service”** means a multi-tenant, cloud-hosted solution.
- 1.4. **“Intel Trust Authority Client”** means the downloadable software client(s) that You embed with(in) Your workload to communicate and coordinate with the Service to enable the features of Intel Trust Authority (the **“Client”** or the **“Software”**).
- 1.5. **“Commercial Solution”** means the Client and the Service, as described herein and the Materials.
- 1.6. **“Content”** means any software, application, video, image, information (excluding Account Information), data, or other collateral that You upload to, or develop or have developed on, the User Area of the Platform. For clarity, Content does not include a Commercial Solution, Materials, Usage Data, or any information related to or Derivative Works thereof.
- 1.7. **“Derivative Work”**, whether or not capitalized, has the meaning set forth in 17 U.S.C. § 101.
- 1.8. **“Documentation”** means documentation delivered to You by Intel describing, as applicable, the features, functionality, and use of the Commercial Solution(s).
- 1.9. **“Intel”** means Intel” means Intel Corporation, its subsidiaries, Affiliates, and assigns.

- 1.10. **"Materials"** means the Intel documentation, specification(s), software identifying information, product serial number, or other collateral, including updates and upgrades, associated with a Commercial Solution. Materials do not include Third-Party Software.
- 1.11. **"Open Source Software"** or "OSS" means software that is subject to an open source license, including, for example, any open source license listed on the Open Source Initiative website <http://www.opensource.org>.
- 1.12. **"Personal Data"** means information related to an identified or identifiable natural person where an identifiable natural person is one who can be identified, directly or indirectly, with reference to an identification number or one or more factors specific to their physical, physiological, mental, economic, cultural, or social traits.
- 1.13. **"Platform"** means the compute resources, storage area, network system, and other software and hardware infrastructure, provided by Intel or by a third-party on behalf of Intel, through which You may access or download licensed Software, or access and use a licensed Cloud Service.
- 1.14. **"Source Code"** means software code in human readable form.
- 1.15. **"Standard"** means a technology specification created by an industry-sponsored group, government sponsored group, or any group or entity that creates technology specifications to be used by others. Examples of Standards include GSM, LTE, 5G, Wi-Fi, CDMA, MPEG, HTML, and HDCP. Examples of groups that create Standards include IEEE, ITU, 3GPP, and ETSI.
- 1.16. **"Third-Party Software"** means the software program files (if any) owned by parties other than Intel that Intel may use or make available in or with a Commercial Solution. Third-Party Software is subject to its own license terms and conditions.
- 1.17. **"Update"** means changes to a Commercial Solution to fix a bug or correct an error in an existing release of Software. Intel may designate, issue, and apply Updates in its sole discretion and pursuant to its support model.
- 1.18. **"Upgrade"** means a major release and/or point release of a Commercial Solution. Intel may designate, issue, and offer Upgrades in its sole discretion and pursuant to its support model.
- 1.19. **"Usage Data"** means information that Intel measures, senses, and otherwise collects regarding Your use of a Commercial Solution and/or Materials including, but not limited to, information regarding what resources are accessed, how they are used, how they perform, the issues that may arise as a result of Your use of the Commercial Solution and/or Materials, and any other telemetry data that Intel may measure or otherwise collect in connection with Your access to or use of the Platform. Usage Data does not include Content.
- 1.20. **"User Area"** means a virtual user space on the Platform that Intel may provide to You in connection with Your access to and use of a Commercial Solution during the Term.

2. Access to and Use of the Service

- 2.1. **Limited Access Right to the Service.** Subject to the terms and conditions of the Agreement, Intel hereby grants to You a personal, limited, non-exclusive, non-transferable, non-sublicensable, revocable right to access and to use the Service.
- 2.2. **Limited Software License.** Subject to the terms and conditions of the Agreement, Intel hereby grants to You a personal, limited, non-exclusive, non-transferable, non-sublicensable, revocable, and royalty-free license under Intel copyrights and trade secrets in and to the Client,

to download, reproduce, install, and use the Software solely in association with the licensed access and use of the Service. Notwithstanding the foregoing, if there is a Software License Agreement included with(in) the Software, that license language will govern your access to and use of the Software.

- 2.3. **No Other Rights.** Except as set forth in this Agreement, no other rights, licenses, or interests are granted, whether through contract or arising under law. All other rights and interests are reserved.

3. Considerations for Your Access to Intel Commercial Solutions.

- 3.1. **Ownership.** As between You and Intel, all right, title, and interest in and to the Commercial Solution, Materials, Usage Data and associated information that Intel may provide You under this Agreement, including all intellectual property rights therein, are and will remain the exclusive property of Intel and its licensors or suppliers.
- 3.2. **Work Product.** Intel is the sole and exclusive owner of any and all right, title, and interest in and to the work product, materials, discoveries, inventions, designs, and any other information, including the intellectual property rights therein, made by Intel that result from or arise under any services or support that Intel may provide You during the Term.
- 3.3. **Limited License to the Commercial Solution.**
 - 3.3.1. **License Grant.** You agree to access and use the Commercial Solution(s) solely on the Platform and pursuant to any specifications or documentation Intel provides You.
- 3.4. **Intel License Restrictions.**
 - 3.4.1. **License Limitations.** You will not, and You will not allow any third-party to, directly or indirectly: (i) copy, distribute, modify, incorporate or use in any other works, translate, transfer, sell, sublicense, reverse engineer (except to the limited extent applicable statutory law expressly prohibits reverse engineering restrictions), decompile, disassemble revise or enhance the Commercial Solution or attempt to discover or derive the Commercial Solution Source Code, or create Derivative Works based on the Commercial Solution, the Materials or any other information provided by Intel; (ii) disclose, distribute, sell, sublicense, rent, lease or use the Commercial Solution or the Materials (or any portion thereof) for time sharing, hosting, service provider or other computer services to third parties or otherwise make the functionality of the Commercial Solution, Materials, or other information Intel provides available to third parties absent an express agreement from Intel to do so; (iii) use or access the Commercial Solution, Materials, or other information Intel provides to perform benchmarking or any other kind of performance analysis, or publish or provide any benchmark or comparison test results concerning the Commercial Solution, the Platform, or any elements thereof without Intel's prior written consent; (iv) develop any competitive concept, material, or product from the concepts and ideas provided in or through the Commercial Solution, the Materials, or other information Intel provides; (v) work around any technical limitations or security controls in the Commercial Solution or the Materials; or (vi) remove or modify any proprietary or confidentiality notices, labels or marks on or in the Commercial Solution or the Materials.
 - 3.4.2. **No Unlawful or Prohibited Use.** You agree to not use the Commercial Solution to upload any Content for any purpose that is unlawful or prohibited by these terms. You may not

upload or post to the Commercial Solution, including Your User Area, any Content that: (i) is unlawful, harmful, threatening, abusive, harassing, torturous, defamatory, vulgar, obscene, libelous, invasive of another's privacy, hateful, or racially, ethnically or otherwise objectionable; (ii) You do not have a right to make available under any law or contractual or fiduciary relationships (such as inside information, proprietary and confidential information learned or disclosed as part of employment relationships or under non-disclosure agreements); (iii) infringes any patent, trademark, trade secret, copyright, or other proprietary rights of any other party; (iv) enables any unsolicited or unauthorized advertising, promotional materials, "junk mail," "spam," "chain letters," "pyramid schemes," or any other form of solicitation; (v) contains software viruses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications, reports and recommendations; or (vi) is directly related to military, defense, aerospace, nuclear, biological or chemical weapon end uses or in support of law enforcement, national security, military, or foreign policy objectives.

3.4.3. **Additional Limitations.** You may not use the Commercial Solution to: (i) "stalk" or otherwise harass or harm another; (ii) impersonate any person or entity, including, but not limited to, an Intel official, forum leader, guide or host, or falsely state or otherwise misrepresent Your affiliation with a person or entity or collect or store personal data about other users in connection with the prohibited conduct and activities; (iii) forge headers or otherwise manipulate identifiers in order to disguise the origin of any content transmitted through the Commercial Solution; (iv) use the Commercial Solution in any manner that could damage, disable, overburden, or impair the Platform (e.g., cryptomining), disobey any requirements, procedures, policies or regulations of networks connected to the Commercial Solution, or interfere with any other party's use and enjoyment of the Commercial Solution; (v) attempt to gain unauthorized access to the Commercial Solution, other accounts, or other computer systems or networks connected to the Platform through hacking, password mining or any other means or obtain or attempt to obtain any materials or information through any means not intentionally made available by Intel; (vi) violate any applicable local, state, national or international law, including, but not limited to, laws and regulations of the United States and other countries governing the export, import, transfer, distribution, use, or access of the Platform or any Commercial Solution; and/or (vii) provide material support or resources (or to conceal or disguise the nature, location, source, or ownership of material support or resources) to any organization(s) designated by the United States government as a foreign terrorist organization pursuant to section 219 of the Immigration and Nationality Act .

3.5. **Usage Data.** As an element of consideration to Intel for the limited license to access and use the Commercial Solution or the Materials, You acknowledge and agree that, as between You and Intel, Intel will own the Usage Data that it may collect. Intel will sense, detect, collect, store, use, and otherwise dispose of Usage Data in whatever manner it may choose without the need to provide further notice or remuneration to You, so long as it does not do so in a way that exposes to a third-party that Usage Data is specifically and solely associated with You.

- 3.6. **Feedback.** Intel is free to reproduce, use, distribute, or otherwise freely exploit and dispose of any Feedback You provide to Intel, whether intentional or not, written or verbal, in any way Intel may choose, in its sole discretion, without any further obligation to You including any duty of notice or further remuneration. "Feedback" means information, comments, modifications, improvements, corrections, suggestions, enhancement, or other input regarding a Commercial Solution, Material, Platform, or any information related thereto.
- 3.7. **Open Source Software.** A Commercial Solution or software on the Platform may include OSS licensed pursuant to OSS license agreement(s) identified with or within the applicable Source Code file(s) and/or file header(s) provided with the Commercial Solution or software. You shall not subject any proprietary portion of the Commercial Solution or software to any OSS license obligations including, without limitation, combining or distributing the Commercial Solution or software with OSS in a manner that subjects Intel, the Commercial Solution, the software, or any portion thereof to any OSS license obligation. Nothing in this Agreement limits any rights under, or grants any rights superseding, the terms of any OSS license applicable to the Commercial Solution or software.
- 3.8. **Third-Party Software.** Use of certain third-party software provided on the Platform or with(in) the Commercial Solution may require that You: (a) secure a license directly from the software owner, (b) combine the software with components purchased from such third-party, or (c) adhere to further license limitations by the software owner. A listing of any such third-party limitations is in one or more text files accompanying the Commercial Solutions. You acknowledge Intel is not providing You with a license to such third-party software and further that it is Your responsibility to obtain necessary licenses from such third-party(ies) directly.
- 3.9. **Trademarks.** Nothing in this Agreement provides You with any license, express or implied, to use Intel's trademarks. You may not use Intel's name or logo in any publications, advertisements, or other announcements without Intel's prior written consent.
- 3.10. **No Other Licenses, Express, Implied, or Statutorily Recognized.** The consideration provided by You to Intel is made solely in exchange for the license and/or permission expressly granted to You by Intel under this Agreement. Any other rights not expressly granted herein including, but not limited to, patent rights, are expressly excluded from the scope of the limited license grant and will require an additional license and additional consideration, each defined and offered in Intel's sole discretion. Nothing in this Agreement requires or will be treated to require Intel to grant any additional license. You acknowledge that an essential basis of the bargain in this Agreement is that Intel grants You no licenses or rights including, but not limited to, patent, copyright, trade secret, trademark, trade name, service mark or other intellectual property licenses or rights respect to the Commercial Solution, Materials, or associated information provided to You by Intel by implication, estoppel or otherwise, except for the licenses expressly granted. You acknowledge there are significant uses of the Commercial Solution, Materials, and associated information in their original, unmodified, and uncombined form. The consideration for the licenses or permissions in this Agreement reflects Intel's continuing right to assert patent claims against any modifications or Derivative Works (including, without limitation, error corrections and bug fixes) of, or combinations with, the



Commercial Solution, Materials, or associated information that You, Your affiliates, or third parties may make that infringe any Intel patent claim.

4. Your Content: Ownership, Licenses and Responsibilities.

- 4.1. **Content Ownership.** As between You and Intel, all right, title, and interest in and to Content, including all intellectual property rights therein, are and will remain the exclusive property of You and Your licensors or suppliers.
- 4.2. **Limited License.** You grant Intel the right to internally store and use Content solely to perform Intel's obligations under the Agreement. Intel acknowledges and agrees that this license grant is not intended to and does not provide Intel with the ability to externally disclose or otherwise use Content in a way that identifies You, and may be subject to Intel's Privacy Policy and/or a Data Processing Addendum of an associated Software License Agreement or Agreement. In addition, You on behalf of Yourself and the organization on whose behalf You access and/or use a Commercial Solution, grant to Intel a license to access, use, reproduce, create derivatives, and transmit the Personal Data of any Data Subjects that access and use a Commercial Solution solely for the purpose of providing such Commercial Solution(s), in accordance with Intel's Data Privacy Policy and a Data Processing Agreement associated with such Commercial Solution(s), if any.
- 4.3. **Your Representation & Warranty of Content.** You represent and warrant that You are solely responsible for: (i) all Content and activity in Your account associated with the Commercial Solution; and, as relevant, (ii) ensuring You have the right to use, transmit, and store Content on the Platform or in association with the Commercial Solution. You acknowledge and agree You will indemnify, hold harmless, and, in Intel's sole discretion defend, Intel and its suppliers from and against any claims or lawsuits, including attorney's fees, arising out of or otherwise resulting from the access, use, or storage of Content with(in) the Platform, User Area, or the Commercial Solution.

5. Confidentiality. In the absence of a Corporate Non-Disclosure Agreement ("CNDA") between You and Intel, the parties acknowledge and agree to hold the confidential information of the other in strict confidence and not disclose it to any other party. Each party agrees to treat the confidential information of the other with at least the same degree of care as it treats its own confidential information, but in no event with less than reasonable care. Otherwise, the terms of the CNDA will apply.

- 5.1. **Confidential Information.** The user interface or any other associated tools, materials, displays, prompts, reports, and other information associated with the Commercial Solution and the Materials are considered Intel confidential information and are to be treated accordingly. Your log-in or other access credentials, the security access measures associated with You with(in) the Platform, or to access the Commercial Solution are considered Intel Confidential Information.
- 5.2. **Contractors.** If You would like to have a contractor act on or otherwise access the Commercial Solution in any form, You must obtain a written confidentiality agreement from Your contractor that contains terms and conditions no less restrictive than those set forth in this

Agreement. You will remain fully liable to Intel for the actions and inactions of Your contractors.

- 5.3. **Injunctive Relief.** You acknowledge and agree that, due to the unique and commercially sensitive nature of Intel's Confidential Information, there will be no adequate remedy at law for any breach of Your confidentiality obligations under this Agreement. Any such breach will result in irreparable harm to Intel and, upon any such breach or any threat thereof, Intel will be entitled to seek, in any venue of competent jurisdiction, appropriate equitable relief including, but not limited to, an injunction in addition to whatever remedies Intel may have under law.

6. No Warranty, No Obligations

- 6.1. **Software and Cloud Services.** Your use of the Commercial Solution is at Your own risk and provided "AS IS" without any express or implied warranty of any kind from Intel or from any other person or entity, including warranties of merchantability, noninfringement, or fitness for a particular purpose. Intel does not warrant or assume responsibility for the accuracy or completeness of any information, text, graphics, links, or other items with(in) the Commercial Solution or any information related thereto. You will be solely responsible for any damage to Your computer system or other device, or the loss of data that may result from Your use of the Commercial Solution however caused, and whether such loss was or should have been foreseeable.
- 6.2. Intel does not give or enter into any condition, warranty, or other term with respect to: (i) any malfunctions or other errors in its Commercial Solution or Platform caused by virus, infection, worm or similar malicious code not developed or introduced by Intel; or (ii) the effect that any Commercial Solution or Platform will protect against all possible security threats, including intentional misconduct by third parties. Intel disclaims all responsibility for and will not assume any liability that may arise as a result of any security breach caused by any such persons, entities, or technologies. As between You and Intel, You are ultimately solely responsible for the data maintenance, integrity, retention, security, and backup of Content, and any liability arising therefrom. You remain responsible for the (in)actions of your employees and contractors. You acknowledge and agree that no vendor can assure complete security and nothing herein or elsewhere shall be deemed to imply a security guarantee or assurance, and Intel disclaims liability regarding your web browser's requirements or any third-party device or appliance used to access or use the Commercial Solution.

7. Indemnification.

- 7.1. **Your Indemnification to Intel.** Subject only to the exclusions below, You will indemnify and, at Intel's sole discretion defend, and hold harmless Intel from and against any third-party claim asserted against Intel arising out of or otherwise associated with Your (or Your Customers', as authorized under the Agreement) access to or use of a Commercial Solution, Platform, and/or Materials that is not covered by the scope of Intel's indemnification to You. You agree to pay all of Intel's losses, liabilities, and costs (including reasonable attorney's fees) arising from or as a result of any such claims provided that: (i) Intel provides You with prompt written notice of the claim, (ii) Intel provides its full and timely cooperation in the defense of the claim, and (iii) Intel

does not commit to a settlement of the claim without Your prior written consent, not to be unreasonably withheld.

7.1.1. **Exclusions to Your Indemnification.** Notwithstanding the foregoing, You will not have any obligation to indemnify or defend Intel from and against claims directly asserted against a Commercial Solution alone, a combination of Commercial Solutions, or a Commercial Solution solely in combination with an Intel hardware product in each case as delivered to You by Intel and not in combination with anything else.

7.2. **Personal Indemnity.** The foregoing indemnities are personal to the party to whom indemnification is owed under the Agreement (the "Indemnatee"). Unless otherwise provided in this Agreement, the Indemnatee may not assign, transfer, or pass-through this indemnity to its customers, successors, or assigns, whether through contract, arising under operation of law, or under any other theory.

7.3. **Exclusive Remedy.** The foregoing states a party's entire obligation and the exclusive remedy for claims of patent or copyright infringement, or trade secret misappropriation, under the Agreement.

8. Limitation of Liability.

8.1. **Disclaimer.** Except as otherwise provided in the Agreement, in no event will either party be liable for any of the following losses or damages, even if the losses or damages were foreseen, foreseeable, known, direct or indirect, or otherwise, arising out of or in relation to this Agreement, including the temporary or permanent inability to use the Commercial Solution (or any features thereof): (i) loss of revenue; (ii) loss of actual or anticipated profits; (iii) loss of the use of money; (iv) loss of anticipated savings; (v) loss of business; (vi) loss of, damage to, or corruption of, data (including Content); (vii) loss of opportunity; (viii) loss of reputation, or goodwill; or (ix) any indirect, incidental, special, punitive, or consequential loss, damage, or expense in each case however caused including loss or damage of the type specified above.

8.2. **Total Liability.** Except as otherwise provided in the Agreement, each party's total, cumulative liability to the other for all claims arising under the Agreement, without regard to whether the liability arises due to breach of contract, negligence, or for any other reason, will not exceed \$25,000 USD regardless of whether Intel has been advised of the possibility of those damages or whether any remedy fails of its essential purpose. The existence of multiple claims does not increase the limit articulated above.

8.3. **Exclusions.** Notwithstanding anything to the contrary, the limits or exceptions set forth in this section will not apply to (i) either party's liability for death or personal injury caused by its negligence or willful misconduct; (ii) either party's breach of any confidentiality obligation under the Agreement; (iii) any violation of Sections 3.3. or 3.4 by You; (iv) Your indemnity obligations under this Agreement; and/or (v) any liability which cannot be excluded by applicable law.

8.4. **Essential and Binding on Your Customers.** You acknowledge and agree that the Limitations of Liability provided in the Agreement are an essential element of the bargain. To the extent that Intel has authorized You, in writing, to extend a Commercial Solution to Your customers, You agree that (i) the Limitations on Liability provided in the Agreement with respect to Intel will be

conveyed to and made binding on any customer of Yours, and (ii) any such extension does not alter Intel's indemnity obligations, or the exceptions thereto stated above.

- 8.5. **Disclaimer of Liability for Certain Uses.** Unless Intel otherwise expressly agrees in writing, the Commercial Solution is not designed or intended for any application where the failure of which could result in personal injury or death. You will indemnify, and at Intel's sole discretion defend, and hold harmless Intel, its directors, officers, employees, suppliers, and subcontractors, against all claims, costs, damages, and expenses (including reasonable attorneys' fees and costs) arising, directly or indirectly, out of a claim of product liability, personal injury, or death that is associated with an unintended use of a Commercial Solution, despite any claim that Intel or its suppliers or subcontractors were negligent regarding the design, manufacture or deployment of the Commercial Solution.

9. **Term, Termination and Survival.** The Agreement begins on the Effective Date and remains in effect for as long as Intel authorizes You to use and You continue using the Service ("Term"). Subject to your compliance with the terms and conditions of the Agreement, each License continues in effect through the Term, at which time such License automatically expires and Your access is immediately terminated. You must remove any Content from any allocated User Area, the Platform, and/or the Commercial Solution prior to Agreement termination. Intel may terminate this Agreement for any reason, or no reason at all, at any time with prior written notice.

- 9.1. **Effect of Termination.** Once the license is terminated, however terminated, You will no longer have access to the User Area. Within a commercially reasonable period after the license terminates, Intel will sanitize and wipe clean the User Area of Your Content.

10. **Audit.** You will maintain complete and accurate records regarding Your compliance with Your obligations under this Agreement for a period of three years after the performance of such obligations. You will implement an internal control and audit mechanism to ensure Your employees are complying with Your obligations under the Agreement and will certify in writing such compliance to Intel upon request, no more frequently than once every 12 months. With reasonable advance notice, Intel may inspect, or have an independent auditor inspect, Your records during normal business hours no more frequently than once every 12 months to verify Your compliance with this Agreement. Notwithstanding anything to the contrary, if Intel has a reasonable belief that You have failed to adhere to Your obligations under this Agreement, Intel may exercise its audit rights described herein without being limited by the number of audits previously conducted, or any time-bound limitation on the number of audits Intel may conduct. If any audit discloses that You are not in material compliance with Your obligations under this Agreement, Intel is entitled to recover the cost of the audit and any underpayments in addition to all rights and remedies provided under this Agreement or by law.

11. **Governing Law; Jurisdiction; Injunctive Relief.** The Agreement and any dispute arising out of or relating to it will be governed by the laws of the U.S.A. and the state of Delaware, without regard to conflict of laws principles. The parties exclude the application of the United Nations Convention on Contracts for the International Sale of Goods (1980). The state and federal courts sitting in

Wilmington, Delaware, U.S.A. will have exclusive jurisdiction over any dispute arising out of or relating to this Agreement. The parties consent to personal jurisdiction and venue in those courts. A party that obtains a judgment against the other party in the courts identified in this section may enforce that judgment in any court having jurisdiction over the parties. Any breach by You of this Agreement or violation of Intel's intellectual property rights could cause irreparable injury or harm to Intel. You acknowledge and agree that Intel may seek an order of injunctive relief to stop any breach or avoid any future breach.

12. Additional Terms and Conditions

- 12.1. **Assignment.** You may not delegate, assign or transfer this Agreement, the license(s) granted or any of Your rights or duties hereunder, expressly, by implication, by operation of law, or otherwise and any attempt to do so, without Intel's express prior written consent, will be null and void. Intel may assign, delegate, or transfer this Agreement, and its rights and obligations hereunder, in its sole discretion.
- 12.2. **Entire Agreement.** The Agreement contains the complete and exclusive agreement and understanding between the parties concerning the subject matter of this Agreement, and supersedes all prior and contemporaneous proposals, agreements, understanding, negotiations, representations, warranties, conditions, and communications, oral or written, between the parties relating to the same subject matter. Intel reserves the right to amend and modify the Agreement from time to time, in its sole discretion, and without notice to You. If You received a copy of the Agreement translated into another language, the English language version of the Agreement will prevail in the event of any conflict between versions.
- 12.3. **Severability.** The parties intend that if a court holds that any provision or part of the Agreement is invalid or unenforceable under applicable law, the court will modify the provision or part to the minimum extent necessary to make it valid and enforceable, or if it cannot be made valid and enforceable, the parties intend that the court will sever and delete the provision or part from the Agreement. Any change to or deletion of a provision or part of the Agreement pursuant to this Section will not affect the validity or enforceability of the remainder of the Agreement, which will continue in full force and effect.
- 12.4. **Waiver.** The failure of a party to require performance by the other party of any provision hereof will not affect the full right to require such performance at any time thereafter; nor will waiver by a party of a breach of any provision hereof constitute a waiver of the provision itself.
- 12.5. **Force Majeure.** Neither party is liable for any event beyond a party's reasonable control that, by its nature could not have been foreseen, or, if it could have been foreseen, was unavoidable, including without limitation strikes, lock-outs or other industrial disputes (whether involving the workforce of a party or any other party), failure of a utility service or transport network, act of God, war, riot, civil commotion, malicious damage, denial of service attacks, sabotage, epidemics, pandemics or other contagion including COVID-19, compliance with any law or governmental order, rule, regulation or direction, accident, breakdown of plant or machinery, material power outages and/or IT failures, fire, flood, storm or default of suppliers or subcontractors.

- 12.6. **Trade Compliance.** You acknowledge that the Commercial Solution and all related technical information made available to You may be subject to export controls. You agree to comply with all applicable laws and regulations of the United States and other applicable governments governing export, re-export, import, transfer, distribution, use and servicing ("Export") of the Commercial Solution, the Materials, and all related information provided by Intel. You agree that neither You nor Your subsidiaries or Affiliates will export/re-export the Materials, in any form, directly or indirectly, to any country for which the U.S. Department of Commerce or any other agency or department of the U.S. Government or the foreign government from where it is shipping requires an export license, or other governmental approval, without first obtaining any such required license or approval. In the event the Materials, in any form, are exported from the U.S.A. or re-exported from a foreign destination by You, Your subsidiaries, or Your Affiliates, You will ensure that the distribution and export/reexport or import of the Commercial Solution or Materials, in any form, complies with all laws, regulations, orders, or other restrictions of the U.S. Export Administration Regulations and the appropriate foreign government. You agree to indemnify Intel against any loss arising out of Your failure to conform to these requirements. For more details on Your export obligations, please visit <http://www.intel.com/content/www/us/en/legal/exportcompliance.html?wapkw=export>.
- 12.7. **U.S. Government Restricted Rights.** To the extent relevant, the Commercial Solution or the Materials and related information are each a "Commercial Item" (as defined in 48 C.F.R. 2.101) consisting of "commercial computer software" and "commercial computer software documentation" (as those terms are used in 48 C.F.R. 12.212) or DFARS 227.7202 (48 C.F.R. 227.7202), as applicable. This commercial computer software and related documentation is provided to end users for use by and on behalf of the U.S. Government, with only those rights as are granted to all other end users pursuant to the terms and conditions herein. 14.10. Further Jurisdictional Considerations. The Commercial Solution and the Materials that Intel may make available may be provided from and in accordance with the laws of the United States of America. Intel makes no representation or warranty that the Commercial Solution or the Materials are appropriate or available for use in other locations, or that Your access to them from the territory in which You reside is or will be lawful or in compliance with applicable local laws. Those who choose to access the Commercial Solution or the Materials from other locations do so on their own initiative and are solely responsible for compliance with applicable local laws. The Commercial Solution and the Material are subject to US export control laws and may also be subject to the laws of the country from which You access the Commercial Solution and the Materials. Intel reserves the right to suspend or terminate Your access to ensure compliance with applicable local laws.
13. **Support.** You will be able to elect to purchase Support Services for additional consideration. Please consult Your Intel Representative for additional information on how You will be able to exercise this option in the future.
14. **No Obligations; No Agency.** Intel may make changes to the Service, Platform, and Materials at any time and without notice. Unless otherwise reflected in the Agreement, Intel is not obligated to support, Update, Upgrade, or provide training to You to access or use the Service. No agency,

franchise, partnership, joint-venture, or employee-employer relationship is intended or created under the Agreement.

15. Data Protection and Privacy. As applicable, this Section serves as the Data Processing Agreement between You and Intel:

- 15.1. **Applicability.** To the extent Intel receives Personal Data (as such term or its equivalent is defined under applicable data-protection and privacy laws or regulations (collectively, "Data Protection Regime")) regarding residents of any jurisdiction with an applicable Data Protection Regime, the terms of this Section apply.
- 15.2. **Legal Basis.** You affirm that You have legally obtained all proper consents and made all appropriate notices required under the relevant, Data Protection Regimes for the processing purposes described in Schedule 1 below.
- 15.3. **Processing.** Intel will process Personal Data as Data Controller and Data Processor (as such terms or their equivalents are defined under an applicable Data Protection Regime) for the purposes described in Schedule 1, below.
- 15.4. **Communications.** On the basis of Intel's legitimate interest, Intel will communicate with You by telephone, letter, or email for the purposes of keeping You informed of Intel products or services that may be of interest or to request Your Feedback, and Intel will do so appropriately in compliance with the applicable Data Protection Regime.
- 15.5. **Contact.** Your inquiries concerning the use, processing, and/or transfer of Personal Data, in particular access, rectification, and deletion requests, by You, should be submitted to Intel's Chief Privacy Officer (chief.privacy.officer@intel.com).
- 15.6. **Retention.** Intel will retain Personal Data for no longer than necessary to fulfill the above-listed purposes for which Personal Data is collected.
- 15.7. **Safeguards.** Intel will implement and maintain appropriate security measures to protect Personal Data against accidental or unlawful destruction, alteration, unauthorized disclosure or access, and other unlawful forms of processing as described in Schedule 1 below.
- 15.8. **Transfer from You.** Where Intel is located outside the European Economic Area (EEA), United Kingdom, or Switzerland in a country that is not deemed to have an adequate level of protection by the European Commission or is in the United States but not self-certified under the EU-U.S. Data Privacy Framework Principles, including the Supplemental Principles and Annex I of the Principles ("DPF") and the Swiss DPF and UK extension, the parties agree to incorporate by reference Module Two and Module One, as applicable, set out in the European Commission Implementing Decision (EU) 2021/914 on standard contractual clauses for the transfer of personal data to third countries according to the GDPR ("SCCs"), and the SCCs are deemed to be executed by the parties. A copy of the SCCs can be accessed here: https://ec.europa.eu/info/law/law-topic/data-protection/international-dimension-data-protection/standard-contractual-clauses-scc/standard-contractual-clauses-international-transfers_en. For the purpose of the SCCs for the EEA, United Kingdom, and Switzerland (to be appropriately adapted to comply with the applicable, data- protection and privacy laws and regulations): (i) Intel is the data importer, You are the data exporter, and the contact details of each party are deemed to be included in Annex I.A; (ii) optional Clause 7 (Docking clause) is excluded; (iii) for Clause 9(a) of Module Two, Option 2 is selected and ten (10) days' prior, written notice before a change of sub-processor is required; (iv) for Clause 11(a), the optional paragraph is deleted relating to an independent, dispute-resolution body; (v) for Clause 13(a), the first option is selected and the competent supervisory authority will be the Irish Data Protection Commission; (vi) for Clause 17, Option 1 is selected and the SCCs will be governed by the law of the country indicated in the governing law provision of the Agreement, unless such country is not an EU Member State, in which case the laws of Ireland; (vii) for Clause 18(b),

the parties agree to the courts of the country indicated in the jurisdiction provision of the Agreement, unless such country is not an EU Member State, in which case the courts of Ireland will have jurisdiction for any disputes relating to the SCCs; (viii) the relevant information set out in Schedule 1 will be deemed populated into Annexes I, II, and III of the SCCs, as applicable, again noting that, for Annex I.C, the competent supervisory authority is the Irish Data Protection Commission. The parties acknowledge and agree that Intel can meet its obligations under the SCCs, having considered the sundry factors specified in Clause 14, including but not limited to the laws of the receiving country or countries, the volume and categories of Personal Data, and (to Intel's knowledge) Intel's history and similar organizations' likelihood of receiving government-information requests or surreptitious surveillance. On this basis, no supplemental measures for the transfers envisaged under the SCCs are required beyond the contractual safeguards contained herein and the Security Measures employed by Intel reflected in Schedule 1. If there is any conflict between the SCCs and this Agreement, the SCCs will prevail.

- 15.9. **Transfers to Third-parties.** Transfers of Personal Data for the purposes set forth above to any country deemed non-adequate by the EEA, the United Kingdom, and Switzerland. As applicable, are legitimized as and where required in accordance with applicable Data Protection Regimes to afford such transfer of Personal Data an adequate level of protection. These measures include (i) the entry into appropriate inter-company and intra-company data transfer agreements based on the SCCs (or an appropriate equivalent); and/or (ii) the implementation of Binding Corporate Rules as defined under applicable European, United Kingdom, and Switzerland regulations; and/or (iii) equivalent means of compliance.
16. **Survival.** Notwithstanding anything to the contrary in the Agreement, Sections 1, 2, 3.1, 3.2, 3.5, 3.6, 4.1, 5, 8-12 will survive termination or expiration of this Agreement. The terms of Section 8 will survive termination or expiration only for as long as Intel Processes or retains Your Personal Data.
17. **Entire Agreement.** The terms and conditions of the Agreement is the entire agreement between You and Intel for the Service. You acknowledge that You have not relied on any statement, promise, representation, assurance, or warranty made or given by or on behalf of Intel that is not set out in the Agreement. Nothing in this Section will limit or exclude any liability for fraud or fraudulent misrepresentation.

Schedule 1
Description of Personal Data

Subject Matter: nature, purpose, frequency, and duration of Processing of Personal Data	Intel will process Personal Data as Data Controller for the following purposes: <ul style="list-style-type: none">the provision and administration of the Service;contacting Your employees to collect Feedback under the Agreement; andaccount administration. Intel will retain Personal Data for no longer than necessary to fulfill the above-listed purposes.														
Categories of Data Subjects	Your employees														
Types of Personal Data (including any Sensitive Categories of Personal Data, if appropriate)	Types of non-Sensitive Personal Data that will be processed: first and last names, country locations, business email addresses, business phone numbers, employer company names; company address; professional role; language preference; login credentials, No Sensitive Personal Data will be processed.														
Data-Flow Geography	Personal Data received by the Service under this Agreement will be stored in the United States.														
Security Measures	Intel is responsible for compliance with these terms by its personnel and subcontractors. Additional security compliance requirements might be specified in the Agreement or related appendices or statements of work. The detailed Intel security controls are set forth in Section 7(d) of the Microsoft Publisher Agreement CORRECTED 8.0 October 2022 update, at: https://learn.microsoft.com/en-us/legal/marketplace/msft-publisher-agreement .														
Sub-processors Authorized by Customer	<i>You/Customer have generally authorized the engagement of the sub-processors listed below:</i> <table><tr><th>Sub-processor</th><th>Purpose</th><th>Location of Processing</th></tr><tr><td>AWS</td><td>Hosting</td><td>US; for the EU – Ireland, Germany</td></tr><tr><td>Microsoft (Azure)</td><td>Hosting</td><td>US; for the EU – Ireland, Germany</td></tr><tr><td>Sendgrid</td><td>Email notifications</td><td>US, Germany, Ireland, Japan, Singapore</td></tr></table>			Sub-processor	Purpose	Location of Processing	AWS	Hosting	US; for the EU – Ireland, Germany	Microsoft (Azure)	Hosting	US; for the EU – Ireland, Germany	Sendgrid	Email notifications	US, Germany, Ireland, Japan, Singapore
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