



Service Agreement for Intel® Software Development Platform (the “Service Agreement”)

This Service Agreement, in combination with Your Order Form and Intel’s [Commercial Terms](#) (collectively, the “**Agreement**”), provides the terms and conditions under which Intel offers to You the Intel® Software Development Platform (the “**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 Service 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 Corporation (or the Intel entity defined in a corresponding Order Form) (“**Intel**”). The Agreement takes effect on the earlier of when You select “I Accept” (or similar) prompt associated with the Service, on the effective date reflected in a valid Order Form, or otherwise upon Your first access to or use of the Service (the “**Effective Date**”).

1. **The Agreement.** As introduced above, the Agreement under which You are granted limited rights to access or use the Service is comprised of the Order Form, this Service Agreement, and Intel’s Commercial Terms. In this regard, this Service Agreement may supplement or replace certain specified terms and conditions in the Commercial Terms. Unless expressly addressed in this Service Agreement, the terms of the Commercial Terms remain in effect. Capitalized terms that are not otherwise defined in this Service Agreement will have the meaning set forth in the Commercial Terms and Order Form. Any conflict in terms between the Order Form, this Service Agreement and the Commercial Terms will be resolved in favor of the Order Form. Any conflict between the terms of the Service Agreement and the Commercial Terms will be resolved in favor of the Service Agreement.

2. **Definitions**

- 2.1. “**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.
- 2.2. “**Content**” has the meaning set forth in the [Commercial Terms](#), as specified in the Order Form.
- 2.3. “**Intel**” means Intel Services Division LLC, or the Intel Affiliate identified in the invoice submitted to You.
- 2.4. “**Materials**” has the meaning set forth in the Commercial Terms.
- 2.5. “**Platform**” has the meaning set forth in the Commercial Terms.

3. **Access to and Use of the Service**

- 3.1. **Limited Access Right to the Service.** Subject to the terms and conditions of the Agreement, Intel hereby grants to You during the Term a personal, limited, non-exclusive, non-transferable, non-sublicensable, revocable, and fee-bearing right to access and to use the Service denoted in a valid Order Form and Materials associated therewith, if any, that Intel in its sole discretion may make available to You solely for Your use in association with the subscribed Service.
- 3.2. **No Other Rights.** Except as set forth in this Service Agreement, no other rights, licenses, or interests are granted, whether through contract or arising under law. All other rights and interests are reserved.

4. **Service Availability and Remedies.**



- 4.1. **Service Availability.** Intel strives to provide 99.5% availability of Services offered solely on commercially released Xeon processor instances ("**Xeon Service Availability**"). Services offered through, or that otherwise require or invoke additional or other Platform processor assets are provided by Intel on a commercially reasonable efforts basis ("**xPU Service Availability**"). You acknowledge and agree that xPU-based Service(s) offered on the commercially reasonable efforts basis may be interrupted and/or contain or produce errors without notice to You. Intel measures the Service Availability by dividing the number of minutes of unplanned downtime by the total number of minutes within a calendar month, multiplied by 100 to develop a service availability percentage.
 - 4.1.1. Your sole remedy should Intel fall short of its Xeon Service Availability is as follows:
 - 4.1.1.1. 99.0-99.5% availability: 10% service credit;
 - 4.1.1.2. 95%-99% availability: 15% service credit; and
 - 4.1.1.3. <95% availability: 25% service credit.
 - 4.2. **Exclusions.** Notwithstanding the foregoing, the following will not be counted against Intel's Service Availability or result in any service credit:
 - 4.2.1. Scheduled Maintenance.
 - 4.2.2. Third-party Platform. To the extent that the interruption in Service is, in any way, associated with a non-Intel, third-party platform or service;
 - 4.2.3. Force Majeure. Intel's inability to provide the Service due to a Force Majeure event; or
 - 4.2.4. Other. As a result of any changes, additions, or deletions that You make to, or requirements You place upon Your deployment of the Commercial Solution, or as a result of Your unique workload, access to, or use of the Commercial Solution.
5. Maintenance.
- 5.1. **Scheduled Maintenance.** Where Intel has identified a need to perform scheduled maintenance, Intel will make reasonable efforts to provide You with notice 24 hours in advance of such maintenance.
 - 5.2. **Unscheduled Maintenance.** Intel reserves the right to perform unscheduled maintenance on the Service and/or Platform, as the need may arise in Intel's sole discretion, without prior notice to You. Where reasonably possible, Intel will attempt to provide You with prior notice of the event. Intel will treat Service interruptions due to Unscheduled Maintenance within the Service Availability commitments, above.
6. Support. Schedule 1, below, articulates the Support Services offered by Intel. The specific level of Support Service you elect will be reflected in the Order Form associated with a particular Commercial Solution, and may require additional fees for the level of support selected.
7. 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.
8. Data Protection and Privacy. For purposes of Your access to and use of Intel Software Development Platform, Intel's standard [Data Processing Agreement](#) shall apply to any data collected by Intel, as reflected in Schedule 2 hereto.
9. Survival. Notwithstanding anything to the contrary in the Agreement, Sections 1, 2, 3, 4.2, 5, 8, 9 and 10 shall survive termination or expiration of this Agreement.
10. 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: Commercial Solution Support Options

This Schedule 1 to the Service Agreement provides Intel's Commercial Solution support options. It describes the support provided in each of three tiers of support that may be available to You. Intel offers Standard Support for its Commercial Solutions at no additional cost. The Plus and Premium support levels, if any, would be offered under a subscription for an additional fee, as reflected on the Order Form associated with a Commercial Solution.

1. **Definitions.** For purposes of this Schedule, the following definitions will apply in addition to (or, in place of) the definitions found in the Commercial Terms:
 - 1.1. **"Plus Support"** means the commercial solution support tier above Standard Support, as set forth in Section 2.2, below.
 - 1.2. **"Premium Support"** means the highest tier of commercial solution support, as set forth in Section 2.3, below.
 - 1.3. **"Severity 1"** means an issue occurs where there is a continued business-critical or mission-critical Software or Service outage. The Commercial Solution is non-functional solely due to issues in the Commercial Solution and no procedural workaround exists.
 - 1.4. **"Severity 2"** means an issue occurs where there is a persistent, high-impact problem causing sporadic Commercial Solution outages, or is consistently encountered by end-users with a material adverse impact to the performance or accuracy of result provided by the Commercial Solution.
 - 1.5. **"Severity 3"** means an issue occurs where there is a medium- to low-impact problem that includes partial or non-critical loss of access or which otherwise impairs the performance or accuracy of result of the Commercial Solution, but allows the end user to continue to function with workarounds.
 - 1.6. **"Severity 4"** means an issue occurs where there is a low-impact problem with limited or no loss in effective functionality of the Commercial Solution. Severity 4 issues may also be used to classify Your recommendations for future product enhancements or modifications.
 - 1.7. **"Standard Business Hours"** means standard business hours of 8:00PST Monday through 16:59 PST Friday, excluding weekends, local, federal and Intel recognized holidays or periods of operation shutdown.
 - 1.8. **"Standard Support"** means the base-level tier of commercial solution support, as set forth in Section 2.1, below.
2. **Support.**
 - 2.1. Standard Support.
 - 2.1.1. **Availability.** Standard support is offered during Standard Business Hours via web ticket at Intel.com.
 - 2.1.2. **Standard Support Response Times.** Intel will use commercially reasonable efforts to provide an initial response to Severity 1-4 level issues within eight (8) business hours.
 - 2.2. Plus Support.
 - 2.2.1. **Availability.** Plus Support is offered during Standard Business Hours via phone, chat and web ticket at Intel.com.
 - 2.2.2. **Plus Support Response Times.** Intel will use commercially reasonable efforts to provide an initial response to:
 - 2.2.2.1. Severity 1 level issues within four (4) business hours.
 - 2.2.2.2. Severity 2 level issues within six (6) business hours.
 - 2.2.2.3. Severity 3 and 4 level issues within eight (8) business hours.

2.3. **Premium Support.**

2.3.1. **Availability.** Premier Support is offered 24 hours a day, 7 days a week, 365 days per year via phone, chat and web ticket at Intel.com.

2.3.2. **Premium Support Response Times.** Intel will use commercially reasonable efforts to provide an initial response to:

2.3.2.1. Severity 1 level issues within one (1) hour

2.3.2.2. Severity 2 level issues within two (2) hours

2.3.2.3. Severity 3 level issues within four (4) hours

2.3.2.4. Severity 4 level issues within eight (8) hours

2.3.3. **Technical Contact.**

2.3.3.1. Intel will designate one or more members of its technical support staff to be the technical contacts for the ongoing relationship between the Parties.

2.3.3.2. Company will designate one or more members of its senior support staff to be the Intel counterparts.

2.3.3.3. The respective technical contacts from each Party will act as the primary liaison for all technical matters between the Parties.

2.3.3.4. Company will be able to open tickets by submitting a request for technical support in the Intel Service Cloud system.

3. **Exclusions.** Regardless of the level of support to which You are subscribed, Intel's obligations hereunder to provide support services shall not apply in the following situations if the Commercial Solution:

3.1. is installed, used, operated, or otherwise deployed in a manner that is, in Intel's sole discretion, inconsistent with Intel specifications, terms of use, or in violation of the Agreement;

3.2. has been modified or repaired by anyone other than Intel or with an authorization from Intel;

3.3. requires repair of damages caused by external factors, including, but not limited to: loss or damage resulting from the elements, misuse, abuse, or the operation of the Commercial Solution in improper environments, such as, but not limited to, locations having defective or inadequate power source, static electricity, or excessive interference caused by external sources;

3.4. requires changes due to changes in the regulations of any governmental body or agency;

3.5. requires changes to the performance of the Software or Service beyond those required for substantial compliance with the Commercial Solution documentation;

3.6. in connection with or arising out of Your relocation of the Commercial Solution, or the addition, removal, or maintenance of any third-party equipment, accessories, attachments or other devices not originally forming part of the Commercial Solution;

3.7. for services outside the scope of Intel's support obligations to You set forth in this Schedule 1. This Agreement and any associated support is personal to You, and is not intended to and does not extend to any others including, for example, Your customers; or

3.8. if the Agreement expires or is otherwise terminated or suspended.

4. **Customer Support Call Center and Escalation.** Depending on Your selected support tier, Intel offers technical assistance through our live telephone support staff to assist in the initial resolution of the issue You may be experiencing. To expedite Intel's ability to resolve the issue, it helps if You can complete some initial investigation of the issue including, for example, collecting sample data, attempting to isolate any problem and creating a reproducible test case, collecting logs and determining that the problem is with the Commercial Solution rather than other software or technology.



- 5. Issue Processing.** Subject to Your selected support tier, You may open a trouble ticket by submitting it in the Intel Service Cloud system. Once the issue has been entered into the trouble ticket tracking system, it is handled by one of Intel's Technical Support Engineers as follows:
- 5.1. The issue is logged into the case tracking system with appropriate information;
 - 5.2. The issue is assigned a case number and the severity level for the trouble ticket is determined at this point;
 - 5.3. A Technical Support Engineer is assigned to the case and will:
 - 5.3.1. Work with You to answer questions;
 - 5.3.2. Provide advice on system use;
 - 5.3.3. Assist with system configuration;
 - 5.3.4. Assist in resolving the issue by providing workarounds where appropriate; and Provide access to software patches or bug fixes if needed to fix the issue.

Schedule 2
Description of Personal Data

Subject Matter: nature, purpose, frequency, and duration of Processing of Personal Data	<p>Intel requires the Personal Data as needed for the following purposes:</p> <ul style="list-style-type: none"> the provision and administration of the Intel Software Development Platform; operational maintenance and support activities; fraud detection and prevention; and customer and market analysis and reporting to the extent the Personal Data are Processed and have not been anonymized. <p>Intel will retain Personal Data for no longer than necessary to fulfill the above-listed purposes.</p>		
Categories of Data Subjects	End users of the Service		
Types of Personal Data (including any Sensitive Categories of Personal Data, if appropriate)	<p>Types of non-Sensitive Personal Data that will be processed: first and last names, business email addresses, employer company names, indications of Application Programming Interface (“API”) key usage metrics (i.e., which APIs are being used, number and frequency of API usage, and usage metrics on software and service access.</p> <p>No Sensitive Personal Data will be processed.</p>		
Data-Flow Geography	Personal Data processed by Intel 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.		
Sub-processors Authorized by Customer	Customer has generally authorized the engagement of the Sub-processors listed below, as may be updated from time to time:		
	Sub-processor	Purpose	Location of Processing
	NA		