

TERMS & CONDITIONS FOR SERVICES

Do not register for the product support and/or installation services associated with the applicable Intel product SKU (“Intel Product”) until You have carefully read the following terms and conditions, and have expressly assented to this Agreement by either: (i) VIA THE WEB - clicking the button marked “ACCEPT” at the end of this Agreement, (ii) VIA FAX - signing and faxing the registration form included in the service pack for the Intel Product (“Service Pack”) or (iii) VIA Mail/FAX, in certain jurisdictions by signing and mailing/faxing the activation form that accompanied your quotation, to Intel at the fax number noted on the registration form. Registration/Activation for the product support and/or installation services associated with the applicable Intel product indicates Your acceptance of these terms and conditions. The effective date of such Services shall commence on the earlier of your activation date or thirty (30) days from date of purchase by You and continue for the term stated in the applicable product SKU and service description. Completion of the registration process, including receipt of the confirmation notice, are prerequisites to the provision of Services hereunder.

Definitions.

Specifications if hardware, and if software a failure to substantially conform to the published documentation accompanying the product when shipped. The priority of the Error(s) shall be determined by Intel, at its sole discretion.

“**Intel**” means the applicable Intel Contracting Entity named below and/or any third party entity subcontracted by them which will be providing services to You at Your location. This Agreement is between You and the specified Intel Contracting Entity for the Geography wherein the Services will be performed.



Geography	Intel Contracting Entity
Europe	Intel Services and Solutions Europe, Ltd.
Australia, Singapore & Hong Kong	Intel Services APAC, Ltd.
North America & South America	Intel Americas, Inc.
Korea	Intel Korea Limited (Korea/800)
Taiwan	Intel Microelectronics Asia Ltd. (US/792/791)
India	Intel Technology India Private Ltd. (ITIPL/831)

“Services” means the specific Intel Product support and/or installation services (and associated fees) defined in a service description (“Service Description”) (i) on the Intel Website (“URL”) You are directed to, (ii) incorporated within the Service Pack, and/or (iii) via a hard copy document forwarded to Your attention by Intel or Your reseller. The Service Description(s) is incorporated herein by reference.

“Software” means computer programming code, entirely in binary form, and includes computer programs that have been licensed to You either as a separate product or as part of another Intel Product.

“Software Update” means a version of the Software classified by Intel as a “maintenance” release that corrects deficiencies and/or bugs affecting performance to the software description.

“Software Upgrade” means a version of the Software, classified by Intel, as enhanced, improved and/or modified, replacing the existing version of the Software.

“Specifications” means the functional and operational characteristics of the Intel Hardware Product(s), which are set forth in the user’s manual accompanying each Intel Product.

“You” or “Your” refers to the party who purchases the Services, and shall include majority owned subsidiaries of You, if expressly designated as recipients of the Services.

Your Obligations.

If You believe there is an Error, You must immediately notify Intel via Intel’s telephone support line. You must describe the Error in detail and, if needed to perform the Services, provide Intel with access to the Intel Product(s). You must keep a back up copy of each configuration and maintain a current email address and contact with Intel. If You purchase Installation Services, You agree to: (i) provide Intel with reasonable access to Your facilities, (ii) provide Intel with reasonable technical assistance in the form of an on-site technical representative during the period of such installation, and (iii) indemnify Intel for any damages which may occur as a result of and to the extent due to any negligent and/or willful actions on the part of You or Your employees. Please refer to the applicable Service Description, incorporated herein by reference, for additional conditions and details. You represent that Intel agreement with you and any work performed by Intel or its contractors will not violate any existing agreements You have with trade unions.

Intel’s Obligations.

Upon receipt of notification of the Error, Intel shall investigate the Error and shall advise You of Intel’s plans for corrective action, which may include, at Intel’s discretion, repair or replacement of the Intel Product(s). The provision of Service(s) by Intel is contingent upon (i) Your agreement to the terms and conditions of this Agreement, (ii) payment of applicable fees within thirty (30) days of the invoice date, (iii) completion of the registration process, (iv) verification by Intel of serial numbers for the particular Intel Product(s), and (v) compliance with Intel’s return shipment instructions.

Limitations.

Intel shall be under no obligation to furnish Services under this Agreement if Services are required as a result of: (i) the operation of the Intel Product in environmental conditions outside those prescribed in the user’s manual

for the Intel Product; (ii) Your failure to maintain the Intel Product in accordance with the standards of maintenance prescribed in the user's manual; (iii) maintenance of the Intel Product by anyone other than Intel or a third party authorized by Intel; (iv) causes unrelated to Errors in the Intel Product, including without limitation, modifications to the Intel Product, made by or on Your behalf, or damage incurred during delivery of the Intel Product(s) to Intel or any Intel-authorized third party, unless otherwise expressly provided for in Your Service Description; (v) where Services are required to comply with changes in the regulations of any governmental body or agency in those situations where Services have been sold to a governmental entity.

The Service(s) subject to the hardware warranty and/or software license agreement(s), which may accompany the Intel Product, and any such warranty and/or agreement(s) are incorporated herein by reference. If Intel determines that any such damages do not fall within the scope of this Agreement, Intel agrees to provide repair or replacement services, provided that You will be invoiced the lesser of the repair costs or Intel's current list price for such Intel Product(s).

Term.

The term of this Agreement shall correspond to the term set forth in the Intel confirmation notice. If You extend this Agreement, the terms and conditions contained herein will remain in effect for any subsequent renewals of this agreement, except that from time to time, Intel may notify of you of changes in such terms and conditions for renewals.

Your Acknowledgment.

You acknowledge that Intel may already be working or have plans to work on technology and products similar to Your business activities to which Intel may be exposed in the process of providing Services. You acknowledge that Intel is free to use residuals of the information to which Intel may be exposed to while providing Services for any purpose. "Residuals" as used here, means information in non-tangible form retained by persons who have access to Your design or operational environment.

Intel's provision of Services under this Agreement does not, in any way, obligate Intel to limit the work assignments of its employees or contractors.

Limited Services Warranty.

INTEL WARRANTS THAT SERVICE(S) PROVIDED SHALL BE PERFORMED IN A WORKMANLIKE AND COMPETENT MANNER. UNLESS A SPECIFIC WARRANTY EXTENSION SERVICE IS PURCHASED, THE PROVISION OF SUPPORT SERVICES DOES NOT EXTEND, MODIFY OR ENHANCE THE ORIGINAL HARDWARE AND/OR SOFTWARE WARRANTIES, IF ANY, FOR THE INTEL PRODUCT(S). INTEL MAY REPAIR THE INTEL PRODUCT OR REPLACE IT WITH EITHER A NEW OR RECONDITIONED PRODUCT. ANY REPLACED INTEL PRODUCT BECOMES THE PROPERTY OF INTEL UPON INTEL'S PROVISION OF EITHER A NEW OR RECONDITIONED INTEL PRODUCT REPLACEMENT. INTEL DISCLAIMS ALL OTHER WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND ANY WARRANTIES WITH RESPECT TO INFRINGEMENT OF THIRD PARTY INTELLECTUAL PROPERTY RIGHTS. INTEL NEITHER ASSUMES NOR AUTHORIZES ANY OTHER PARTY TO ASSUME ANY OTHER LIABILITIES IN CONNECTION WITH THE SERVICE(S) PROVIDED HEREUNDER.

Limitation of Liability.

INTEL'S SOLE LIABILITY HEREUNDER SHALL BE LIMITED TO DIRECT, OBJECTIVELY MEASURABLE DAMAGES. IN NO EVENT SHALL INTEL HAVE ANY LIABILITY FOR ANY INDIRECT, CONSEQUENTIAL, SPECIAL, INCIDENTAL, OR SPECULATIVE DAMAGES WHETHER ARISING UNDER CONTRACT, TORT, OR STATUTE, INCLUDING WITHOUT LIMITATION, LOSS OF USE, BUSINESS INTERRUPTIONS, LOSS OR CORRUPTION OF DATA, CLAIMS OF INFRINGEMENT, LOSS OF GOOD WILL AND LOSS OF PROFITS, IRRESPECTIVE OF WHETHER INTEL HAS ADVANCE NOTICE OF THE POSSIBILITY OF SUCH DAMAGES. INTEL'S TOTAL LIABILITY FOR ALL CLAIMS ARISING HEREUNDER

SHALL BE LIMITED TO THE FEES PAID TO INTEL FOR THE APPLICABLE SERVICE DURING THE TWELVE MONTHS IMMEDIATELY PRECEDING THE DATE OF SERVICE REQUEST. THE PARTIES ACKNOWLEDGE THAT THESE LIMITATIONS ON POTENTIAL LIABILITIES WERE AN ESSENTIAL ELEMENT IN SETTING CONSIDERATION UNDER THIS AGREEMENT, AND SHALL BE ENFORCEABLE TO THE MAXIMUM EXTENT ALLOWED BY APPLICABLE LAWS.

Risk of Loss.

(a) All shipments of Intel Product(s) (including repaired or replacement products) by, or on behalf of Intel, originating within the 50 United States, excluding the territories (“USA”), to destinations within the USA are F.O.B. point of shipment. Title to Product and risk of loss pass to You upon delivery to carrier at shipping point.

(b) On all shipments by Intel to destinations outside the USA (except for (c) below), title to Product and risk of loss will pass to You at the point of landing in the destination country, prior to entry through customs (DDU as per Incoterms 1990).

(c) On all shipments originating within Europe to destinations within Europe will be treated depending on the status of the European country. To non-EC countries deliveries are made Carriage and Insurance Paid to port of entry in the destination country (CIP as per Incoterms 1990) and You shall be responsible for importing the Product. To EC countries deliveries will be made Duty Paid (DDP as per Incoterms 1990) to the address indicated by You and stated on the face of the acknowledgment or on the applicable quotation.

Intel will select the carrier but carrier shall not be construed as an agent of Intel. Claims for shortages and damage must be made to Intel within ten (10) days after arrival at destination. Delivery dates provided, if any, are estimates only. Intel will make reasonable efforts to deliver in accordance with these dates, however, Intel will not be liable for failure to deliver as estimated. In the event of Product shortages, for any reason whatsoever, Intel may allocate production among its customers at its discretion.

Force Majeure.

Intel shall not be liable for its failure to perform due to unforeseen circumstances or any causes beyond Intel's reasonable control ("Force Majeure"). In the event of Force Majeure, Intel's performance will be extended for a period equal to the duration of the delay caused hereby.

Termination for Default.

Without limiting any other remedies available under this Agreement, at law, or in equity, Intel shall have the right to immediately terminate this Agreement with no prior notice for Your violation of any of the provisions hereunder.

Assignment.

You may not assign this Agreement or any part thereof without the prior written approval of Intel. Any assignment performed in the absence of Intel's prior written consent will be null and void. Intel may assign all or any part of its rights or obligations without Your consent.

Export Law Regulations.

You shall not export, 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 any other agency or department of the United States Government. In the event that any Product is exported from the United States or re-exported from a foreign destination by either Party, that Party shall ensure that the distribution and export/re-export or import of the Product is in compliance with all laws, regulations, orders, or other restrictions of the U.S. Export Administration Regulations and the appropriate foreign government. Both Parties agree that neither it nor any of its subsidiaries will export/re-export any Technical Data, Process, Product, or Service, directly or indirectly, to any country for which the United States government or any agency thereof or the foreign government from where it is shipping requires an export license, or other governmental approval, without first obtaining such license or approval.

General Provisions.

- a) It is expressly agreed that Intel and its contractors are acting hereunder as an independent contractor.
- b) This Agreement constitutes the entire agreement between the parties and supersedes all prior and contemporaneous agreements and understandings, including without limitation, terms and conditions which may appear on any purchase order. If there are any conflicts between the terms of this Agreement and those of the hardware warranty and/or software license agreement(s), the terms of this Agreement shall govern.
- c) This Agreement and its terms will be governed by the laws of the jurisdiction of the Intel Contracting Entity and the parties shall submit themselves to the non-exclusive jurisdiction of such courts.

All rights and remedies, whether conferred hereunder, or by any other instrument or law will be cumulative and may be exercised singularly or concurrently. The provisions of this Agreement are deemed to be severable. If public policy overrules one of the provisions of this Agreement or a provision is not enforceable, other provisions are not affected. Failure by either Party to enforce any term will not be deemed a waiver of future enforcement of that or any other term. The Parties agree that the terms of the Convention of Contracts for the International Sale of Goods (CISG) do not apply to this agreement.