

## Manycore Testing Lab Remote Access Agreement

The following are the terms and conditions under which Intel Corporation ("Intel"), a Delaware corporation provides Manycore Testing Lab Remote Access Service (MTL).

Please read these terms and conditions carefully before accepting these terms by signing in the signature block at the bottom of this Agreement.

### 0. Definitions

"Agreement" means these terms and conditions of Service;

"Company" means company whose details appear in the application accompanying this Agreement;

"Service" means Manycore Testing Lab Remote Access Service including any new features that augment or enhance the current Service.

### 1. Intellectual Property Rights

Intel acknowledges and agrees that Company shall retain all legal right, title and interest in and to its intellectual property and/or any data Company loads, operates, tests, or validates in the Manycore Testing Lab Remote Access Service.

### 2. Privacy Policy

2.1 In order for Intel to register Company as a member of the Service, we ask Company to supply us with some basic identification information during the registration process and, occasionally, at other times while using the Service. We collect the information only as needed to provide the Service to Company. We will not share the information for marketing purposes with third parties without Company's permission. These requests will be in accordance with Intel Corporation's Privacy Policy.

2.2 As part of the registration process, Intel may create a "cookie," which contains Company's Service registration identifier and is placed on Company's system. Company may delete the cookie at any time, however, it will be re-created when Company re-enters the Service site.

When you apply for access to the MTL, you are not guaranteed that you will be given access, as there are a limited number of available slots and certain times of the year may be more popular than others. Also, some priority may be given to those who request classroom use for beginning-level courses (as opposed to more advanced courses) although participation from all levels of classes is invited.

If you are given access to the MTL there is no guarantee that it will be during the timeslot you requested, although every effort will be made to match your request with MTL availability. It's our hope that even if you don't get the timeslot you wanted, your plans may be flexible enough to use your assigned timeslot anyway.

If however you are given a timeslot you are not able to use for any reason, you must surrender that timeslot for others to use by contacting the MTL administration and explaining that the timeslot is not of use to you. If you are unable to use a particular timeslot you are given and you surrender it, it's our hope you will apply for access again, but requesting a different access timeslot.

### 3. Company's Obligations

3.1 In consideration of Company's use of the Service, Company agrees to be solely responsible for: (a) providing true, accurate, current, and complete information about Company's representatives as prompted by the Service's registration for (the "Registration Data"), and (b) maintaining and promptly updating the Registration Data to keep it true, accurate, current and complete. Company is solely responsible for the security of Company's password. If Company's representatives make

changes to Company's information or password, Intel agrees to make reasonable efforts to implement the requested changes, additions, or deletions to Registration Data within three (3) business days of receipt of such written information. Company is responsible for all costs and charges, including without limitation, telecommunications equipment and charges, that Company incurs in order to use the Service.

3.2 Company shall back up the software and data Company loads, operates, tests, or validates through the Service. Intel neither offers back up for your software or data nor storage. Upon termination of the Service, any software or data not deleted by Company will be overwritten by subsequent usage of the Services (as is the case with standard file system use and security).

3.3 Company will be provided access to specific and limited portions of the Service. Company may only use the Service to load, operate, test, or validate Company's software on the portions of the Service assigned to Company. Company is prohibited from using or attempting to use the Service for any illegal, illicit, or illegitimate purpose, including but not limited to: creating or distributing computer viruses, unsolicited emails, spyware, or adware; discovering or defeating security protection methods or measures; using third party intellectual property without proper license; or attempting to discover information about Intel or other users of the Service.

3.4 If Company provides any information that is false, inaccurate, out of date, or incomplete, uses or attempts the use the Service for any prohibited use or purpose, or Intel has reasonable grounds to suspect that Company has provided false, inaccurate, out of date, or incomplete information, or used or attempted to use the Service for any prohibited use or purpose, then Intel may suspend or terminate Company's account and refuse any and all current or future use of the Service (or any portion thereof). COMPANY AGREES TO INDEMNIFY AND HOLD INTEL HARMLESS FOR ANY AND ALL COSTS AND DAMAGES, INCLUDING DIRECT, INDIRECT, GENERAL, SPECIAL, OR CONSEQUENTIAL DAMAGES, THAT INTEL INCURS AS A RESULT OF COMPANY'S PROHIBITED USE OF THE SERVICE.

3.5 Company shall be solely responsible for backing up its software, the security of its software, data and other assets as well as for the security of its own Local Area Network and other facilities. Company acknowledges that others have access to the Internet, and may also have access to the Service. Company releases Intel from any liability for any misappropriation by any user of the Internet or the Service of Company's software, data, or other assets, as a result of Company's accessing the Service.

3.6 This Agreement does not grant either party the right to use the other's trademarks, trade names or service marks in connection with its products services or publications.

3.7 Company agrees not to publish or disseminate any Intel system performance data or benchmark results without prior written approval of Intel.

#### 4. Confidentiality

Company agrees that any passwords, software and hardware to which Company is granted access, is Intel confidential, proprietary, trade secret information ("Confidential Information"). Company agrees to maintain the confidentiality of the Confidential Information with at least the same degree of care that Company uses to protect Company's own confidential and proprietary information, but no less than a reasonable degree of care under the circumstances. Company agrees not to disclose Confidential Information to any third parties except to Company's employees who have a need to know and who agree to abide by the terms of this Agreement.

#### 5. Termination

This Agreement may be terminated by either party with 7 days prior written notice. Upon completion of Company's use of the Service for the purpose of this Agreement or upon termination of

the Agreement under this section or section 3.3 above, Company shall promptly remove any Company software and Company test data contained in the Service systems.

## 6. NO WARRANTY and LIABILITY

ANY INFORMATION, MATERIALS OR SERVICE PROVIDED HEREUNDER BY INTEL ARE PROVIDED AS-IS, WITHOUT WARRANTY OF ANY KIND, EXPRESS OR IMPLIED. INTEL SPECIFICALLY DISCLAIMS THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT AS TO THE FUNCTION OR PERFORMANCE OF SUCH INFORMATION, MATERIALS OR SERVICE.

Company shall be solely responsible for creating backup copies of Company software, test data, information and materials. Intel shall not be liable to Company for loss of Company test data, information and material, or for loss of use of the Service.

## 7. General

7.1 This Agreement shall be governed by the internal substantive laws of the State of Delaware, without regard to principles of conflicts of laws;

7.2 Nothing in this Agreement may be construed as creating any kind of partnership or joint venture between Company and Intel.

7.3 Intel may change the terms and conditions of this Agreement from time to time and will let Company know by posting a modified copy of the Agreement on the Service, or by otherwise notifying Company.

7.4 This Agreement may not be assigned by Company without the prior written approval of Intel.

7.5 Company and Intel may have entered into additional written agreements signed by authorized representatives of both parties, such as optimisation agreements and early adopters' agreements that apply further terms and conditions in relation to the ongoing collaboration between the parties.

7.6 Company agrees to comply and do all things necessary for Intel to comply, with all applicable federal, state and local laws, regulations and ordinances, including but not limited to the Foreign Corrupt Practices Act; the Immigration Reform and Control Act of 1986, as amended; and Regulations of the United States Department of Commerce relating to the Export of Technical Data, insofar as they relate to the services to be performed under this Agreement. Company represents that it is not subject, either directly or indirectly (by affiliation or any other connection with another party), to any order issued by any agency of the United States Government revoking or denying, in whole or in part, Company's United States export privileges. Company agrees to notify Intel immediately in the event Company becomes subject to any such order.