

# 1 USE OF THE SERVICE.

1.1 GENERAL USE. Subject to your compliance with this Agreement, you may access and use the Services on the Site in accordance with this Agreement.

1.2 THIRD PARTY CONTENT. If third parties make content available on the Site, you may access and use this under the terms of this Agreement, unless the third party provides alternate terms, in which case the alternative license terms will apply.

# 2 CHANGES.

Intel reserves the right to change or discontinue the Services at any time and for any reason.

# 3 SECURITY AND DATA PRIVACY.

3.1 SECURITY. Intel makes no guarantees regarding the security of Your Content, the Services, or any third-party Content. Intel, its affiliates and agents are not liable for any security issues, including data leaks or loss of information or Your Content.

3.2 CONTENT DATA PRIVACY. You consent to the storage of Your Content in, and transfer of Your Content into the Site, including consent to transferring Your Content across borders in performance of the Services. Intel will not access or use Your Content except as necessary to maintain or provide the Services, or as necessary to comply with the law or a binding order of a governmental body. Intel will not disclose Your Content to any government or third party except as necessary to comply with the law or a binding order of a governmental body. Unless it would violate the law or a binding order of a governmental body, Intel will give you notice of any legal requirement or order referred to in this Section 3.2.

3.3 PERSONAL INFORMATION. Please see Intel's Privacy Notice for how Intel will process any personal information related to your use of the Site or participation in the Program: <https://www.intel.com/privacy>. Intel collects identifying information during registration and information on your use of the Site and participation in the Program (see "Information You Provide to Intel Voluntarily" and "Device and Product Operation" sections in the Privacy Notice). Intel may also collect a unique serial number and combine this with other information about the software and your computer to verify your right to use and activate the software. Upon Intel's request, you also agree to deliver log files generated by the Site or the Program, which may include system and software diagnostic data, and technical information about the operation and use of the Site, Services, Content, Intel Software or Program, in a usable format to Intel, but which does not include personal data. Intel may retain this data indefinitely and share this anonymized data with third parties. The purpose of the data collection is to enable Intel to provide, develop, improve, and support Intel's products and services.

3.4 USAGE DATA PRIVACY. You consent to Intel's collection, use, storage and disclosure of any information associated with the Services according to Intel's Privacy Notice. For additional clarity, Intel will collect and combine data from your registered profile, website interactions and other Services usage for the following purposes: 1) providing the Services to you, including customer and technical support; 2) to improve the Services and other Intel products; and 3) to contact you with offers and information about Intel products and services, Intel provides a means to unsubscribe from such contact. When you use third party tools made available, you are directing Intel to share that usage information along with your contact information with that third party.

# 4 YOUR RESPONSIBILITIES.

4.1 YOUR ACCOUNTS. You are responsible for all activities that occur under your account, regardless of whether the activities are authorized by you or undertaken by you, your employees or a third party (including your contractors or agents). You acknowledge and agree that Intel and our affiliates are not responsible or liable for any unauthorized access or use of your account or any loss of Content, Products, or Your Content.

4.2 YOUR USAGE. You will ensure that your access and use of the Services does not violate any of the Policies or any applicable law (including the Digital Millennium Copyright Act, privacy, export, cross-border transfer, data rights) or conduct any illegal, unethical, malicious, or prohibited activity or any activity which violates an internationally recognized human right. Prohibited usage includes: crypto-mining, spamming, cyber-attacks on our or other computer systems, traffic snooping, promotion of sexual exploitation or abuse, creates a pyramid or fraudulent scheme, phishing or mirroring websites, distributes malicious content, or disables, interferes or circumvents the Site or the Services or is counter to the terms of this Agreement.

4.3 YOUR CONTENT. You may create or upload Your Content while using the Service. You are solely responsible for anything you post, upload, link to other otherwise make available via the Service. You represent that Your Content complies with all applicable laws, including intellectual property rights, privacy, export, cross-border transfer, or data usage. You will not post any Content which contains personal, sensitive, or proprietary information. Intel is not responsible for public display, distribution, or misuse of Your Content.

4.4 LOG-IN CREDENTIALS AND ACCOUNT KEYS. Log-in credentials and private keys generated by the Services are for your internal use only and you will not sell, transfer, or sublicense them to any other entity or person, except that you may disclose your credentials and private key to your agents and subcontractors performing work on your behalf. You are personally responsible for any activity performed by anyone with access to your account.

5 TERM.

5.1 The term of this Agreement will commence on the Effective Date and will remain in effect until terminated under this Section 5. Any notice of termination of this Agreement must include a Termination Date that complies with the notice periods in Section 6.2.

6 TERMINATION.

6.1 TERMINATION FOR CONVENIENCE. You may terminate this Agreement for any reason by providing Intel notice and closing your account. Intel may terminate this Agreement for any reason at any time. Intel will provide notice to you 5 days prior to termination.

6.2 TERMINATION FOR CAUSE. Intel may immediately suspend or terminate your account without notice if you violate any of the terms of this Agreement. Intel may also immediately suspend or terminate this Agreement if our relationship with a third-party partner expires, terminates or requires us to change the way Intel provides the Services, or in order to comply with the law or requests of governmental entities.

6.3 EFFECT OF TERMINATION. Upon the Termination Date, (a) all your rights and licenses to you under this Agreement immediately terminate; (b) you will immediately return or, if instructed by Intel, destroy all Intel Content or Third-party Content in your possession.

7 RIGHTS AND LICENSES.

7.1 YOUR CONTENT. You retain ownership and responsibility for Your Content. You agree that anyone accessing the Site may access, use, copy, modify, store, display, and distribute Your Content that you make publicly available on the Site. You may elect to upload an alternative license with Your Content. Notwithstanding any license You may apply to Your Content, You consent to Intel’s storage, display, access and use of Your Content to provide and further develop Intel’s products and services. Intel may remove Your Content at any time without notice.

7.2 ADEQUATE RIGHTS. You represent and warrant that: (a) you own all right, title, and interest in and to Your Content and Suggestions; (b) You have all rights in Your Content and Suggestions necessary to grant the licenses in this Agreement; and (c) none of Your Content or, use of Your Content or the Services will violate the Policies or this Agreement.

7.3 OWNERSHIP. Intel or our licensors own all right, title, and interest in and to the Services and the Program, and all related supporting technology and intellectual property rights. Nothing in this Agreement alters Intel’s rights.

7.4 SERVICE LICENSE. Subject to the terms of this Agreement, Intel grants to you a limited, revocable, non-exclusive, non-sublicensable, non-transferrable license to access and use the Services solely on the Site, including creating a Product or Container.

7.5 CONTENT LICENSE. Subject to the terms of this Agreement, Intel grants to you a revocable, non-exclusive, non-sublicensable, non-transferable license to: (a) access, copy, and store Intel Content and your Products; (b) use the Services and Content to create and test a Product solely in connection with your permitted use of the Services; and (c) create, copy, and distribute a Container.

7.6 INTEL SOFTWARE. Intel Software accessible on the Site is solely for use on the Site. If Intel Software is provided under a separate license, the license is located in the /glob/LICENSEFILES directory on the Site. If a separate license is not provided the license in Exhibit A applies. By using the Intel Software, you acknowledge and agree to the applicable license terms. Additionally, you agree that you are not allowed to download any Intel Software from the Site, except for redistributables as allowed under applicable license.

7.7 OPEN SOURCE. Intel Content and Third Party Programs may be provided to you under a separate license, such as the Apache License, Version 2.0, or other open-source license. If there is a conflict between this Agreement and any separate license, the separate license will prevail with respect to the Intel Content or Third-Party Programs that are the subject of such separate license.

7.8 NO OTHER RIGHTS. Except as provided in this Section 6, you obtain no rights under this Agreement from us, our affiliates or our licensors to the Services, Intel Software, or Programs, including any related intellectual property rights.

7.9 SUGGESTIONS. If you provide any Suggestions to Intel, Intel is entitled to use the Suggestions without restriction. You hereby irrevocably assign to us all right, title, and interest in and to any intellectual property rights to the Suggestions and agree to provide us any assistance we need to document, perfect, and maintain our rights in the Suggestions.

7.10 RESTRICTIONS. You will not use the Services in any manner or for any purpose other than as expressly permitted by this Agreement. You will not attempt to:

- (a) Copy, modify, distribute, alter, tamper with, repair, or otherwise create derivative works of any Intel Software included in the Services;
- (b) Reverse engineer, disassemble, or decompile the Services or apply any other process or procedure to derive the source code of any Intel Software included in the Services;
- (c) Access or use the Services in a way intended to avoid incurring fees or exceeding usage limits or quotas;
- (d) Resell or sublicense the Services;
- (e) Misrepresent or embellish the relationship between Intel and you (including by expressing or implying that Intel support, sponsor, endorse, or contribute to you or your business endeavors);
- (f) Use Intel’s name or logo without express written permission;
- (g) Assert or encourage or assist any other company to assert any intellectual property right claim against Intel or its affiliates and licensors related to the Services or your use of the Services;
- (h) Impersonate any person or entity, or otherwise misrepresent your affiliations with another person or entity;
- (i) Forge header or otherwise manipulate identifiers to disguise the origin of any Content;
- (j) Use the Site in a manner that could damage, disable or impair the Site or the Service; or
- (k) Use the Site, the Content, or the Service in a manner that violates an internationally recognized human right.

8 INTEL CERTIFIED PROFESSIONAL PROGRAM.

If you elect to engage in Intel’s Program, become an Intel Certified Professional, or become a Delivery Partner, you agree to the following additional terms:

8.1 ACCEPTABLE BEHAVIOR. As an Intel Certified Professional you will:

- (a) Comply with all Intel testing policies, process, procedures and guidelines, including the test security rules of the Delivery Partner.
- (b) Provide truthful documentation regarding your Personal Data.
- (c) Not: (i) use compromised exam content to prepare for your Intel exam, or (ii) share or compromise Intel course and exam content.
- (d) Promptly report anyone who undermines, subverts, or otherwise breaches any rules that Intel may make available for Certification.
- (e) Ensure that your Personal Data is kept up to date with Intel, even if you elect not to receive day-to-day communications from Intel, in order that Intel may contact you relating to this Agreement. You can review and make requests to change your Personal Data at any time by accessing your Account Information.

8.2 PROGRAM INFORMATION. All information and materials related to the Program are made available to you solely for the purpose participation in the Program, including without limitation exams to test Your knowledge of the subject matter for the applicable Certification. You will not disclose, publish, reproduce, or transmit any portion of the Program materials or exam(s), whole or in part, for any purpose or to any person except as required under the Program. If you disclose any Program information, materials or exams, Intel reserves the right to revoke Your Certification.

8.3 PROGRAM OWNERSHIP. Intel retains all rights, title and interest in and to all Certifications and all Program material and information. Intel may pursue all available remedies to protect such Program materials and information, including prosecution to the maximum extent possible under applicable law(s) and seeking civil and criminal penalties.

8.4 DELIVERY OF CERTIFICATION INFORMATION TO THIRD PARTIES. Intel often receives requests from a third party, particularly employers, to verify a candidate’s Program status. You agree that Intel may collect, maintain and provide your Personal Information to the requestor. Intel may but has no obligation to provide verification of certification and if Intel does provide such information to the requestor, it is as a courtesy to you. You agree Intel has no liability for providing such information.

8.5 Certification Requirements. To become an Intel Edge AI Certified Professional, you must meet the minimum requirements of the relevant Program, including earning passing scores on required exams in accordance with Intel’s testing guidelines. If you meet these requirements, you will receive a certificate from Intel signifying your accomplishment.

8.6 Program Changes. Intel may change the Program at any time without notice. You are responsible to review the Program requirements, as often as is required for you to keep up to date with the requirements of the Program.

8.7 Certification of Minors. If you are under the age of 18 years old, you are not eligible for testing or Certification.

9 INDEMNIFICATION.

You will defend, indemnify, and hold harmless us, our affiliates and licensors, from and against any losses ARISING out of or relating to any third party claim concerning: (a) Your use of the Services (including any activities under Your account and use by Your employees and personnel) or Third Party Programs; (b) Your use and participation in the Program; and (c) breach of this Agreement or violation of applicable law by You or Your Content, Your Product, or Your Container. You will reimburse Intel for reasonable attorneys’ fees, as well as our employees’ and contractors’ time and materials spent responding to any third party subpoena or other compulsory legal order or process associated with third party claims described above at the then-current hourly rates.

10 DISCLAIMERS.

INTEL IS PROVIDING THE SERVICES AND PROGRAM TO YOU “AS IS” WITHOUT ANY EXPRESS OR IMPLIED WARRANTY OF ANY KIND. FOR EXAMPLE, THERE ARE NO WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, OR NONINFRINGEMENT. USE THE SERVICES AT YOUR OWN RISK. INTEL IS NOT LIABLE UNDER ANY LEGAL THEORY FOR ANY LOSS OR DAMAGE ARISING FROM YOUR USE OF THE SERVICES OR PROGRAM. IF A COURT FINDS INTEL LIABLE TO YOU IN CONNECTION WITH THE SERVICES, PROGRAM, OR THIS AGREEMENT, INTEL’S TOTAL LIABILITY IS CAPPED AT US \$100. INTEL WOULD NOT MAKE THE SERVICES OR PROGRAM AVAILABLE TO YOU WITHOUT THESE LIMITATIONS.

11 LIMITATIONS OF LIABILITY.

**INTEL AND OUR AFFILIATES AND LICENSORS WILL NOT BE LIABLE TO YOU FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES (INCLUDING DAMAGES FOR LOSS OF PROFITS, REVENUES, CUSTOMERS, OPPORTUNITIES, GOODWILL, USE, OR DATA), EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.**

12 MISCELLANEOUS.

12.1 MODIFICATIONS. Intel may modify this Agreement (including any Policies) at any time by posting a revised version of the Agreement on the Site. By continuing to use the Services after the effective date of any modifications to this Agreement, you agree to be bound by the modified terms. It is your responsibility to check the Site regularly for modifications to this Agreement. Intel last modified this Agreement on the date listed at the end of this Agreement.

12.2 ASSIGNMENT. You will not assign or otherwise transfer this Agreement or any of your rights and obligations under this Agreement, without our prior written consent. Any assignment or transfer in violation of this Section will be void. Intel may assign this Agreement without your consent (a) in connection with a merger, acquisition or sale of all or substantially all of our assets, or (b) to any affiliate or as part of a corporate reorganization; and effective upon such assignment, the assignee is deemed substituted for Intel as a party to this Agreement and Intel is fully released from all of its obligations and duties to perform under this Agreement. Subject to the foregoing, this Agreement will be binding upon, and inure to the benefit of the parties and their respective permitted successors and assigns.

12.3 DISPUTE RESOLUTION.

(a) PRE-ARBITRATION RESOLUTION. Any dispute arising out of or relating to this Agreement, the Services, or Program will be resolved as follows: A party will deliver notice of the dispute, including a detailed description of the dispute, together with relevant supporting documents to the other party. Management for each party will then attempt to resolve the dispute. If the parties do not resolve the dispute within 30 calendar days of the dispute notice, either party may deliver notice of a demand for mediation within 10 days. The parties will then try to resolve the dispute with a mediator.

(b) ARBITRATION. If the parties do not resolve the dispute within 60 calendar days after the initial dispute notice, either party may deliver notice of the specific issues to be arbitrated and initiate arbitration by filing a Demand for Arbitration with the American Arbitration Association (“AAA”). A party may not seek relief in court without arbitration.

The Commercial Arbitration Rules of the AAA in effect on the date a party files a Demand for Arbitration (the “AAA Rules”) will apply, except as follows: (1) Arbitrators. An Arbitration Panel of 3 arbitrators will conduct the arbitration. (2) Seat of Arbitration. The seat of arbitration and the location of the proceedings will be New York City, New York and the proceedings will be conducted in English. (3) Law of the Arbitration Agreement. The law of the arbitration agreement will be the laws of the United States and New York. (4) Limitations on Relief. Notwithstanding R-47 (Scope of Award), the arbitrator may not award (a) any remedy that prohibits a party or its customers from manufacturing, using, selling, or importing that party’s products, or (b) any non-monetary relief for misappropriation of trade secrets or breach of confidentiality obligations.

(c) TIME FOR INITIATING DISPUTE RESOLUTION. A party may not seek relief for a claim arising out of or relating to this Agreement unless the party commences the dispute resolution process in Section 12.3 (A) within two years from the earlier of (1) the expiration or termination of this Agreement, or (2) the first allegedly wrongful act giving rise to that claim. Neither the arbitrator nor an emergency arbitrator (as described in R-38 of the AAA Rules) may order conservatory, interim, or emergency measures. R-37 (Interim Measures) and R-38 (Emergency Measures of Protection) will not apply. (3) Service. R-43 (Service of Notice and Communications) will not apply with regard to service of a Demand for Arbitration, which must be served in the same manner as is required to serve a summons and complaint under the Federal Rules of Civil Procedure.

12.4 GOVERNING LAW. The governing laws of the U.S. and New York, without reference to conflict of law rules, govern this Agreement and any dispute arising out of or related to this Agreement that might arise between You and Intel. The United Nations Convention for the International Sale of Goods does not apply to this Agreement.

12.5 NO WAIVERS. No waiver of any provision of this Agreement will be valid unless in a writing signed by Intel’s authorized representative that specifies the waived provision. That signed waiver will not constitute a waiver of any other provision. Intel’s failure or delay in enforcing any provision will not operate as a waiver.

12.6 ENTIRE AGREEMENT; SEVERABILITY.

(a) The Terms of Use linked at the bottom of any pages for the Site and this Agreement contains the complete and exclusive agreement, and supersedes all prior and contemporaneous agreements, understandings, conditions, representations, warranties, and communications between Intel and you relating to this Agreement’s subject matter.

(b) If there is any conflict between the linked Terms of Use and this Agreement, terms of this Agreement will apply.

(c) if a court or arbitrator holds a part of this Agreement unenforceable, the court or arbitrator will modify that part to the minimum extent necessary to make that part enforceable, or if necessary, sever that part. The rest of this Agreement remains fully enforceable.

12.7 DEFINITIONS.

“Account Information” means information about you that you provide to us in connection with the creation or administration of your account. For example, Account Information includes names, user names, phone numbers, email addresses and billing information associated with your account.

“Certification(S)” means any in the set of professional certification programs offered by Intel under the Program.

“Delivery Partner(S)” means any entity engaged by Intel to administer the applicable Program or examinations related to the Program.

“Content” means applications, algorithms, data sets, audio, images, videos, or other information, excluding Intel Software.

“Container” means a package of Content designed to run on a stand-alone basis.

“Documentation” means any user guides, instructions, scripts, reports, or any other information from Intel related to the SERVICES.

“including” means including but not limited to regardless of whether capitalized or not.

“Intel Content” means Documentation, Content and other information that is part of, relating to orgenerated by the Services.

“Intel Software” means any software provided by Intel and solely for use on the Site, including any updates or upgrades. Intel Software does not include any Third-Party Programs.

“Policies” means the Intel’s general Terms of Use, Trademark Usage Guidelines, Intel Privacy Notice, and Intel Cookie Notice.

“Product” means one or more ‘applications’ developed by you using the Intel Software, and Content.

“Program” means the Intel Edge AI certification programs offered by Intel under this Agreement and on the Site.

“Services” means the services, cloud-based access to hardware, Intel Software, and Intel Content provided by Intel on this Site.

“Suggestions” means all suggested improvements or modifications to the Services that you provide to us.

“Term” means the term of this Agreement described in Section 5.

“Termination Date” means the effective date of termination provided in accordance with Section 5.

“Third Party Programs” means the files (if any) listed in the “third-party-programs.txt” text file that may be included with Intel Software.

“Your Content” means Content, including Containers, that you transfer or directly load to the Site at any time. Your Content does not include Account Information or Intel Content.

# EXHIBIT A

## Intel Software License

The use of Intel Software on the Site without a separate license is subject to the following terms in addition to the terms and conditions:

### 1. Additional Definitions.

**“Executable Code”** means computer programming code in binary form suitable for machine execution by a processor without the intervening steps of interpretation or compilation.

**“Pre-Release Software”** means the portions of the Intel Software, that are identified (in the product release notes, on Intel’s download website for the Intel Software) or labeled as pre-release, prototype, alpha or beta code and, as such, the Pre-Release Software are pre-release code and may not be fully functional or tested, and may contain bugs or errors. Intel may substantially modify in a production version, and Intel makes no assurances that it will ever develop or make available a production version.

**“Reciprocal Open Source Software”** means any software that is subject to a license which requires (a) it must be distributed in source code form; (b) it must be licensed under the same open source license terms; and (c) its derivative works must be licensed under the same open source license terms. Examples of this type of license are the GNU General Public License or the Mozilla Public License.

**“Redistributables”** mean the files (if any and including Sample Source Code) listed in the “redist.txt”, “redist-rt.txt” or similarly named text files that may be included in the Intel Software.

**“Sample Source Code”** means those portions of the Intel Software that are Source Code and are identified as sample code.

**“Source Code”** means the software portion of the Intel Software provided in human readable format.

### 2. License Grant to Intel Software.

Under the license in this Exhibit A, herein, Intel Software including any Executable Code, Source Code, Sample Source Code, and Pre-Release Software, but does not include Third Party Programs. Subject to the terms and conditions of this Agreement, including, but not limited to the restrictions in Section 3 below, Intel grants You a non-exclusive, worldwide, non-assignable (except as expressly permitted hereunder), non-sublicensable, limited right and license for the Term, under its copyrights, to, use the Intel Software only on the Site for Your personal or business use to develop a Product, in accordance with any documentation or text files included as part of the Intel Software

### 3. Third Party Programs and Other Intel Programs Licenses.

Third Party Programs, even if included with the distribution of the Intel Software, are governed by separate license terms, including without limitation, third party license terms, other Intel software license terms, and open source software license terms. Such separate license terms (and not this Agreement) solely govern Your use of the Third Party Programs.

### 4. Restrictions.

You may NOT: (i) copy or reproduce the Intel Software to any other server or location for further reproduction or redistribution; (ii) use, copy, distribute, or publicly display the Intel Software; (iii) share, publish, rent or lease the Intel Software to any third party; (iv) assign this Agreement or transfer the Intel Software; (v) modify, adapt, or translate the Intel Software in whole or in part; (vi) reverse engineer, decompile, or disassemble the Intel Software, or otherwise attempt to derive the source code for the software; (vii) work around any technical limitations in the software or attempt to modify or tamper with the normal function of any license manager that may regulate usage of the Intel Software; (viii) distribute, sublicense or transfer the Source Code form of any components of the Intel Software or Derivative Works to any third party; (ix) distribute the Redistributables to run on a platform other than a Microsoft Platform if according to the accompanying user documentation the Intel Software are meant to execute only on a Microsoft Platform; (x) remove, minimize, block or modify any notices of Intel or its suppliers in the Intel Software; (xi) include the Redistributables in malicious, deceptive, or unlawful programs or products or use the Intel Software in any way that is against the law; (xii) modify, create a derivative work, link, or distribute the Intel Software so that any part of it becomes Reciprocal Open Source Software; (xiii) use the Intel Software directly or indirectly for SaaS services or service bureau purposes (i.e., a service whereby the use of or access to the Intel Software is provided to a third party as a service, such as in the salesforce.com service business model).

### 5. Pre-Release Intel Software.

If You receive Pre-Release Intel Software, You may use the Pre-Release Intel Software for evaluation, and testing purposes. You may not (i) modify or incorporate the Pre-Release Intel Software into any product You are developing; (ii) continue to use the Pre-Release Intel Software if and once a commercial version is released; and (iii) disclose to any third party any benchmarks or other performance results, or other information relating to the Pre-Release Intel Software. If You decide to use the Pre-Release Intel Software in a Product you agree you are fully responsible for any issues that result from the modification or incorporation of the Pre-Release Intel Software into your Product.

### 6. Media Format Codecs and Digital Rights Management.

You acknowledge and agree that your use of the Intel Software or distribution of the Redistributables with the Product may require you to procure license(s) from one or more third parties that may hold intellectual property rights applicable to any media decoding, encoding or transcoding technology (such as, for example, through use of an audio or video codec) and/or digital rights management capabilities of the Intel Software, if any. You are solely responsible for obtaining any such licenses and agree to obtain any such licenses at Your own expense.

### 7. Ownership.

The Intel Software is protected by intellectual property rights, including without limitation, United States copyright laws and international treaty provisions. You will not remove any copyright or other proprietary notice from the Intel Software. You agree to prevent any unauthorized copying of the Intel Software. Except as expressly provided herein, no license or right is granted to You directly or by implication, inducement, estoppel or otherwise; specifically, Intel does not grant any express or implied right to You under Intel patents, copyrights, trademarks, or trade secrets