

INTEL EXPRESSWAY SOFTWARE LICENSE AGREEMENT

IMPORTANT-READ CAREFULLY BEFORE COPYING, INSTALLING, OPERATING OR USING

This Software License Agreement (this "Agreement") sets forth the terms and conditions under which Intel Corporation ("Intel") licenses the Intel Materials (defined below) to you ("Company"). By copying, installing, operating or using the Intel Materials, you agree to be legally bound by the terms of this Agreement. Do not copy, install, operate or use the Intel Materials until you have carefully read the following terms and conditions. If you do not agree to the terms of this Agreement, do not copy, install, operate or use the Intel Materials, but instead promptly return this package to your point of purchase for a full refund.

TERMS AND CONDITIONS OF AGREEMENT

1. DEFINITIONS.

- 1.1 **Documentation** shall consist of Intel's standard documentation accompanying the Software, including user's manuals and technical manuals. Documentation shall not include any items marked "Confidential" or with similar legend.
- 1.2 **Intel Materials** means any and all materials provided to Company pursuant to this Agreement, including without limitation, all Software and Documentation.
- 1.3 **Quote** means a price quotation which Company has received from Intel or an Intel authorized distributor and which references this Agreement.
- 1.4 **Software** means the Intel software programs described in the Quote, in object code format, any license keys issued by Intel to operate such Software, and any Updates provided to Company under this Agreement during the Support Services period.
- 1.5 **Support Services** shall have the meaning set forth in Section 6.1.
- 1.6 **Update** means any enhancement, modification, bug fix, revision or new release of the Software that is released generally by Intel to its Software customers at no additional charge.

2. LICENSE.

- 2.1 License. During the term of this Agreement as specified in Section 9.1 below and subject to its terms and conditions and any restrictions or requirements (including the payment of any applicable the license fees) set forth in the Quote, Intel hereby grants to Company a non-exclusive, non-transferable (except as provided in Section 10.6 ("Assignment")), license (i) under Intel's copyrights and trade secrets in the Software and Documentation, without the right to sublicense, to use and perform the Software and Documentation for internal use only; and (ii) under Intel's Licensed Patent Claims to use the Software, solely to the minimum extent necessary for Company to exercise its rights under the license granted in subsection (i) above; provided that this license shall only apply to the extent the Software remains unmodified by Company or any third party. For the purpose of this section, "Intel's Licensed Patent Claims" means those claims of Intel's patents that (a) are infringed by the Software (as delivered by Intel to Licensee in its unmodified form) and (b) Intel has the right to license.
- 2.2 Third Party Use. The license grants set forth in Section 2.1 do not include the right to reproduce or distribute the Software and/or Documentation. However, Intel agrees that Company may permit Company's contractors to use the Software and/or Documentation on Company's behalf provided that (i) all of the contractors' use of the Software and Documentation is provided exclusively to or for Company's benefit, (ii) Company indemnifies and holds Intel harmless from any damage or loss arising from the contractors' use of the Software and/or Documentation, if any, and (iii) any such contractor has first executed an agreement in which it agrees to be bound by terms and conditions at least as restrictive as those set forth herein.

- 2.3 Intel's Trademarks and Logos. No rights or licenses are granted by this Agreement, expressly or by implication, to use any of Intel's or third parties' trademarks or trade names, or any word or mark similar thereto, in connection with the Software or Documentation. Company shall reproduce Intel and third party trademarks or trade names only to the extent that they appear in the user interface of the Software or in the Documentation provided by Intel, provided that such reproduction is done solely to the extent necessary to comply with the terms of this Agreement. Any additional rights or licenses must be addressed in a separate agreement.
- 2.4 Other Restrictions.
- 2.4.1 Except as expressly set forth in this Agreement, Company shall not use, rent, lease, loan, sell, or distribute the Software or Documentation in whole or in part, nor sublicense to any third party the right to reproduce or distribute the Software and/or the Documentation.
- 2.4.2 Unless otherwise mutually agreed in writing, Company will not reverse engineer, disassemble, decompile, or otherwise attempt to derive or modify the source code for the Software, nor assist in any way, directly or indirectly, in any effort to do so.
- 2.4.3 Company shall not alter, remove or obscure any proprietary notices from the Intel Materials relating to Intel's (or its suppliers') intellectual property rights.
- 2.4.4 The Software may not be used to provide a service directly or indirectly, whether or not fee-based, to third parties, nor for service bureau purposes (i.e., a service whereby the use of or access to the software is offered to multiple end users as a service, as opposed to granting end users an end user license to the software or hosting a service or solution for a single end user customer; an example of a service bureau service is the salesforce.com service business model) without proper licensing and payment of fees which will be described in the Quote if this option is required.
- 2.4.5 The Software may not be run in virtualized environments without proper licensing and payment of fees which will be described in the Quote if this option is required.
- 2.4.6 Use of the Intel Materials by Company may be further limited as provided in the Quote.
- 2.4.7 The Software may contain third party components, including open source components, which are provided and licensed to you under the terms and conditions of the respective third party licenses, as indicated in the Documentation ("Third-Party Software"). The Documentation will also describe how the source code for certain open source components may be obtained. Notwithstanding any other section of this Agreement, Intel expressly disclaims liability of any kind with respect to any use by you of the Third-Party Software. No Third-Party Software that is provided with the Software may be used independently from the Software.
- 2.4.8 Company shall not subject the Intel Materials, in whole or in part, to any Open Source Software License including combining or distributing the Software and/or Documentation with software which is governed by an Open Source Software License, in a manner that subjects Intel (or its suppliers) or any portion of the Intel Materials to any license obligations of such Open Source Software License terms. For the purpose of this section, Open Source Software License means any software license which obliges any of the following: (i) the software being distributed must be redistributed to anyone else without any restriction; (ii) the source code for the software being distributed must be made available so that the receiving party will be able to improve or modify it; and (iii) that changes made to the software need to be documented and disclosed when software is being distributed.
- 2.4.9 Company shall not make any statement that any Company products and/or Intel Materials are endorsed by, certified by or that its performance is guaranteed by Intel, or use the

Intel name or trademarks to market any Company product and/or Intel product without express prior written permission from Intel.

2.4.10 Any breach of any of foregoing terms shall be a material breach of this Agreement.

2.5 Non-Exclusive. The licenses granted to Company are non-exclusive, which means that Intel can market, distribute and license the Software and any of Intel's other present or future products worldwide.

2.6 No Other License. No rights or licenses are granted by Intel under this Agreement, expressly, by implication, inducement, estoppel or otherwise with respect to any proprietary information or patent, copyright, trade secret, maskworks or other intellectual property right owned or controlled by Intel, except as expressly provided in this Agreement. Any further license under such intellectual property rights must be express and in writing signed by an authorized officer of Intel.

2.7 Ownership. Intel and its suppliers shall remain the sole owner(s) of all right, title and interest (including copyright, trade secret and patent) in the Documentation, Software, and modifications or derivative works thereof created by or on behalf of Intel. Company hereby acknowledges Intel's and/or its suppliers' ownership of the copyright, trademark, patent, trade secret and any other intellectual property rights in the Software and Documentation. Company shall retain ownership rights in and to any derivative works of the Documentation created by Company.

3. **FEES AND PAYMENT.**

3.1 Fees. The purchase, license and annual Support Services fees and any other applicable services fees are set forth in the Quote. Company agrees to pay such fees in accordance with the terms and conditions of this Agreement and any additional terms and conditions in the Quote. If the parties agree to amend the Quote by adding or deleting Software, Support Services or any other services, the fees may also be amended as appropriate.

3.2 Payment Terms. Payment shall be made net thirty (30) days from date of invoice or as provided in the Quote; provided that unless all fees payable under this Agreement are paid in full at the time of its execution, all transactions are subject to approval of Intel's or the Intel authorized distributor's credit department. All payments shall be nonrefundable except as otherwise expressly provided in this Agreement. All fees payable by Company to Intel or the Intel authorized distributor in whole or in part shall be paid in accordance with the terms set forth in the Quote.

3.3 Defaults. For Intel Materials purchased directly from Intel, if Company fails to make when due any payment(s) not subject to a good faith dispute, Intel may, in its sole and absolute discretion and without consent from Company, (i) either alter terms of payment, (ii) alter the terms upon which it extends credit to Company, (iii) suspend credit, (iv) do any combination of the foregoing, and/or (v) pursue any and all remedies available at law or equity or otherwise under this Agreement. In such event, Intel will be entitled to reimbursement from Company upon demand for all expenses incurred by Intel in respect thereof, including, without limitation, reasonable attorneys' fees and costs. Intel may charge and Company agrees to pay upon demand the lesser of 1½% per month or the highest lawful monthly rate on overdue invoices that are not subject to a good faith dispute.

3.4 Taxes. For Intel Materials purchased directly from Intel, all payments shall be made free and clear without deduction for any and all present and future taxes imposed by any taxing authority. In the event that Company is prohibited by law from making such payments unless Company deducts or withholds taxes therefrom and remits such taxes to the local taxing jurisdiction, then Company shall duly withhold and remit such taxes and shall pay to Intel the remaining net amount after the taxes have been withheld. Company shall promptly furnish Intel with a copy of an official tax receipt or other appropriate evidence of any taxes imposed on payments made under this Agreement, including taxes on any additional amounts paid. In cases other than taxes referred to above, including but not limited to sales and use taxes, stamp taxes, value added taxes, property taxes and other taxes or duties imposed by any taxing authority on or with respect to this

Agreement, the costs of such taxes or duties shall be borne by Company. In the event that such taxes or duties are legally imposed initially on Intel or Intel is later assessed by any taxing authority, then Intel will be promptly reimbursed by Company for such taxes or duties plus any interest suffered by Intel. This clause shall survive the termination of the Agreement.

4. REPORTS AND AUDITS.

4.1 Certification Reports. For Intel Materials purchased directly from Intel, upon written request by Intel during the term of this Agreement (but no more often than once each twelve (12) month period), Company shall provide Intel with a written certification and report signed by an appropriate executive, detailing (i) the maximum total number of copies and/or number of subscription users of the Software in use at Company simultaneously since the last certification report was provided to Intel, (ii) a contact at Company to discuss any questions, and (iii) the total license and Support Services fees paid or due and payable to Intel. Company agrees to maintain an electronic file of, and to maintain such reports and lists during the term of this Agreement and for a period of two (2) years thereafter.

4.2 Audit. For Intel Materials purchased directly from Intel, during the term of this Agreement and for a period of two (2) years thereafter, Company will keep adequate records containing data reasonably required for verification of the license, maintenance and other fees and payments to be paid under this Agreement. Intel, at its own expense, may select an independent auditor to examine devices with access to the Software and audit the relevant Company records relating to the number of copies of Software and Documentation used by Company. Audits will occur no more than once each twelve (12) month period, and Intel shall bear the cost of such audits; provided however, if such audit discloses an underpayment, Company shall promptly (i) pay the underpayment to Intel following receipt of invoice from Intel, including late payment interest calculated at the rate set forth in the last sentence of Section 3.3, as well as (ii) reimburse Intel for the cost of the audit.

5. SHIPMENT AND INSTALLATION.

5.1 Software Shipment and Installation. The Software and Documentation are available via electronic transmission/download. Company shall be responsible for downloading the Software and Company will not receive hard copies of the Software and Documentation. Intel may change the shipment and installation process at any time and in its sole discretion. Delivery shall be completed when Intel provides Company with access to the Software.

6. SUPPORT SERVICES.

6.1 Intel Support. Subject to Company's payment of the Support Services fees set forth in the Quote, Intel shall provide Company with technical support ("Support Services") in accordance with the then-current Intel Support Policies and Procedures.

6.2 Company Training. Company may request training at Intel's or the Intel authorized distributor's then-current standard training rates.

6.3 Support. Company may not license Software without purchasing Support Services for each unit of Software (i.e., Company may not choose to purchase Support Services for some units and not for others) for so long as Support Services are offered by Intel. Support Services are provided on a twelve (12) month basis. Company shall receive Support Services for successive one (1) year periods at the rates for such Support Services as set forth in a Quote. Company cannot selectively discontinue Support Services in subsequent years for less than all units of Software licensed by Company, unless Company de-commissions and certifies to Intel the destruction of such unsupported unit.

7. WARRANTIES AND LIMITATIONS OF LIABILITY.

- 7.1. Warranty; Warranty Period. The Software is warranted by Intel to perform substantially as described in the Documentation for ninety (90) days after release by Intel ("Warranty Period"), subject to sections 7.2, 7.3, and 8 of this Agreement. Additionally, Intel represents and warrants that any Support Services provided to Company hereunder shall be performed in a professional and workmanlike manner in accordance with customary industry standards and practices.
- 7.2. Exclusive Remedy. During the Warranty Period, Company's exclusive remedy under section 7.1 with respect to the Software and Support Services, and Intel's sole responsibility in connection therewith, shall be: (i) with respect to the Software, at Intel's own option and cost, to provide a bug fix or otherwise correct any nonconformity (excluding sample source code or open source software) to substantially conform to the Documentation; and (ii) with respect to the Support Services, at Intel's own cost, to provide replacement Support Services to correct any nonconformity. Corrected Software will be warranted for the remainder of the original Software Warranty Period. In the event Intel determines it is unable to provide such bug fix or otherwise correct such nonconformity in an economically reasonable manner, Company shall return the affected Intel Materials and Intel or the Intel authorized distributor shall credit Company's account with an amount equal to the amount paid for such Intel Materials and this Agreement shall be deemed terminated. IN NO EVENT WILL INTEL OR THE INTEL AUTHORIZED DISTRIBUTOR BE LIABLE FOR ANY OTHER COSTS ASSOCIATED WITH THE REPLACEMENT OR REPAIR OF SOFTWARE, INCLUDING LABOR, INSTALLATION, REMOVAL, SHIPPING OR ANY OTHER COSTS INCURRED BY COMPANY.
- 7.3. Limitations. The limited warranty in Section 7.1 will only apply to problems reported to Intel during the Warranty Period and will not apply: (a) where the problem cannot be reproduced by Intel despite commercially reasonable efforts to do so, (b) where the applicable Intel Materials are not used in accordance with the Documentation or this Agreement; (c) if any part of the applicable Intel Materials have been altered or modified without the prior written consent of Intel; or (d) where a defect in the applicable Intel Materials has been caused by any malfunctioning equipment of Company or any third party.
- 7.4. NO OTHER WARRANTIES. EXCEPT AS PROVIDED IN SECTION 7, INTEL, ITS SUPPLIERS AND ITS LICENSORS DISCLAIM ALL WARRANTIES, EXPRESS, IMPLIED AND STATUTORY OR OTHERWISE, WITH RESPECT TO THE INTEL MATERIALS, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NONINFRINGEMENT OF THIRD PARTY RIGHTS WITH RESPECT TO INTEL MATERIALS. NO ORAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY INTEL, ITS DEALERS, DISTRIBUTORS, AGENTS OR EMPLOYEES SHALL IN ANY WAY INCREASE THE SCOPE OF THIS WARRANTY. INTEL DOES NOT WARRANT THAT INTEL MATERIALS SHALL MEET COMPANY'S, OR OTHER THIRD PARTY'S REQUIREMENTS, THAT THE OPERATION OF INTEL MATERIALS SHALL BE UNINTERRUPTED OR ERROR FREE OR MAKE ANY WARRANTY AS TO THE USE, OR THE RESULTS OF THE USE, OF THE INTEL MATERIALS IN TERMS OF CORRECTNESS, ACCURACY, RELIABILITY OR OTHERWISE. INTEL MAKES NO WARRANTY WITH RESPECT TO DEFECTIVE CONDITIONS OR NON-CONFORMITIES RESULTING FROM COMPANY'S USE, MISUSE, MISINSTALLATION, MISHANDLING, ACCIDENT OR ABUSE OF INTEL MATERIALS; OR ERRORS RESULTING FROM INCORPORATION OF SOFTWARE INTO COMPANY'S OR COMPANY'S CUSTOMERS' SYSTEMS, OR FAILURE OF COMPANY OR COMPANY'S CUSTOMERS TO APPLY INTEL-SUPPLIED MODIFICATIONS, DIRECTIONS, UPDATES OR CORRECTIONS.
- 7.5. LIMITATION OF LIABILITY. EXCEPT FOR BREACHES OF THE LICENSE GRANTS SET FORTH IN SECTION 2 OR THE CONFIDENTIALITY TERMS, IN NO EVENT WILL EITHER PARTY BE LIABLE TO THE OTHER PARTY OR ANY THIRD PARTY, FOR ANY LOST PROFITS OR ANY INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES, UNDER ANY CAUSE OF ACTION OR THEORY OF LIABILITY EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT SHALL INTEL'S TOTAL LIABILITY ARISING FROM THE LICENSE OR USE OF THE INTEL MATERIALS, THE PROVISION OF

MAINTENANCE, TECHNICAL SUPPORT, INSTALLATION, TRAINING OR OTHER SERVICES IN CONNECTION THEREWITH, OR ANY OTHER MATTER IN CONNECTION WITH THIS AGREEMENT (INCLUDING THE INDEMNITY OBLIGATIONS UNDER SECTION 8 HEREIN), HOWEVER CAUSED, AND BASED ON ANY THEORY OF LIABILITY, INCLUDING CONTRACT, STRICT LIABILITY, NEGLIGENCE OR OTHER TORT, EXCEED (A) THE AMOUNT OF FEES ACTUALLY PAID BY COMPANY TO INTEL OR INTEL AUTHORIZED DISTRIBUTOR'S PURSUANT TO THIS AGREEMENT FOR THE PRECEDING TWELVE (12) MONTH PERIOD FROM THE DATE THE CLAIM AROSE, OR (B) ONE MILLION DOLLARS (\$1,000,000), WHICHEVER IS LOWER. THIS LIMITATION OF LIABILITY IS CUMULATIVE AND NOT PER-INCIDENT. THESE LIMITATIONS WILL APPLY NOTWITHSTANDING THE FAILURE OF THE ESSENTIAL PURPOSE OF ANY LIMITED REMEDY.

8. INTELLECTUAL PROPERTY RIGHT INDEMNITY FOR SOFTWARE AND DOCUMENTATION.

- 8.1 Indemnity. Intel will defend or settle any suit or proceeding brought against Company based upon a claim that the unmodified Software or Documentation furnished hereunder (or part thereof), used alone and not in combination, constitutes a direct infringement of a copyright or trade secret right of a third party, and will pay all damages and costs (including reasonable attorney fees) finally awarded against Company, provided Company follows the procedure set out in Section 8.4 below.
- 8.2 Limited Remedies. If the use of the Software or Documentation is permanently enjoined based on a claim that would be subject to indemnification pursuant to Section 8.1 above, or Intel determines at its discretion that such use may be enjoined, Intel may, at its sole discretion and expense, (i) procure for Company the right to continue using the Software or Documentation, (ii) replace them with a non-infringing Software or Documentation with substantially the same functionality, or (iii) modify them so that they become non-infringing but have substantially the same functionality, and at no additional cost to Company. However, if after commercially reasonable efforts Intel is unable to reasonably do any of the foregoing, the license to the enjoined Software or Documentation shall be deemed terminated and Intel shall credit Company's account with an amount equal to the amount paid for such Software and the services provided by Intel in connection therewith on condition that Company returns the Software or certifies in writing its destruction.
- 8.3 Limitations. Intel will not be liable for any costs or damages, and Company will defend or settle any suit or proceeding brought against Intel based upon a claim arising from (i) Intel's compliance with Company's designs, specifications or instructions, (ii) a claim of infringement arising from (a) derivative works or other modifications and/or combinations of the Software made other than by Intel by or for Company, if such claim would not have arisen but for the derivative works or modifications, (b) Company's combination of the Software with any software or other product not provided by Intel, if such claim would not have arisen but for the combination, or (c) Company's use of the Software other than for its intended purpose, (iii) a claim of infringement arising from any sample source code or open source code, (iv) a claim of infringement arising from any Software if such infringement would have been avoided by use of an updated version of the Software made commercially available by Intel, or (v) Company's negligence, or breach of any warranty given to, a third party by Company. Company shall pay all damages and costs (including reasonable attorneys' fees) finally awarded against Intel, provided Intel (the indemnified party in this case) follows the procedure in Section 8.4 below.
- 8.4 Indemnification Procedure. An indemnified party under this Section 8 shall: (i) promptly notify the indemnifying party in writing of any covered suit or proceeding, (ii) provide the indemnifying party with sole control over the defense or settlement of such suit or proceeding, and (iii) provide reasonable information and assistance in the defense and/or settlement of any such claim or action. The indemnifying party will not be responsible for any costs, expenses or compromise incurred or made by the indemnified party without the indemnifying party's prior written consent. Further, the indemnifying party shall not agree to any settlement that acknowledges wrong doing by the indemnified party or requires the indemnified party to be liable to pay money without the indemnified party's prior written consent.

- 8.5 ENTIRE LIABILITY. THIS SECTION 8 STATES THE ENTIRE LIABILITY AND OBLIGATIONS OF INTEL AND THE EXCLUSIVE REMEDY OF COMPANY WITH RESPECT TO ANY ALLEGED OR ACTUAL INFRINGEMENT OF PATENTS, COPYRIGHTS, TRADE SECRETS, TRADEMARKS, OR OTHER INTELLECTUAL PROPERTY RIGHTS BY THE INTEL MATERIALS. INTEL'S LIABILITY UNDER THIS SECTION 8 (EXCLUDING ATTORNEYS' COSTS INCURRED UNDER ANY DEFENSE CONTROLLED BY THE INDEMNIFYING PARTY UNDER SECTION 8.4 ABOVE) IS SUBJECT TO THE LIMITATION OF LIABILITY SET OUT IN SECTION 7.5 OF THIS AGREEMENT.

9. TERM AND TERMINATION.

- 9.1 Term. This Agreement and the licenses granted hereby will commence at the time that Intel or the Intel authorized distributor provides Company with access to the Intel Materials. Unless sooner terminated pursuant to Section 9.2, this Agreement shall (i) be effective for a period of one (1) year or an alternate period specified in the Quote, and (ii) automatically renew for subsequent renewal periods of one (1) year each unless either party provides the other with ninety (90) calendar days' written notice of intent to allow this Agreement to expire.
- 9.2 Termination For Cause. Upon prior written notice given in accordance with section 10.3 ("Notice"), either party may terminate this Agreement if the other party (i) fails to pay any amount due (except for amounts that are disputed in good faith and for which Company is actively working with Intel or the Intel authorized distributor to resolve such dispute) under this Agreement within thirty (30) days after written notice of such nonpayment, (ii) commits a material non-monetary breach of this Agreement, which breach, if capable of being cured, is not cured within thirty (30) days of a written notice of such breach, (iii) becomes the subject of any voluntary or involuntary proceeding under the U.S. Bankruptcy Code (other than a reorganization under Chapter 11) or state insolvency proceeding, and such proceeding is not terminated within sixty (60) days of its commencement. Upon termination of this Agreement by Intel for cause: (a) all rights and licenses of Company, and obligations of Intel hereunder shall terminate, (b) Company shall immediately discontinue use of the Software and Documentation and within ten (10) days certify in writing to Intel that all copies of the Software and Documentation, in whole or in part, in any form, have either been returned to Intel or the Intel authorized distributor, or destroyed; and (c) except as otherwise stated herein, all payments made by Company to Intel hereunder are non-refundable.
- 9.3 Effect of Expiration or Termination; Survival. In the event of expiration of this Agreement, the following provisions shall survive: Sections 1, 2, 3, 4, 7.4, 7.5, 8, 10 and Exhibit A.

10. GENERAL TERMS AND CONDITIONS.

- 10.1 Publicity. Neither Party will use the other's name in any press releases or advertisement relating to the subject matter of this Agreement, either by direct mention or by inference, without the express written permission of the other. Furthermore, the content of any public statement made by or on behalf of any Party which references the other Party in relationship to this Agreement shall require the prior written approval of the other Party, which such Party may grant or withhold in its discretion. Notwithstanding the foregoing, Company agrees that Intel may make a press or other public announcement identifying Company as a licensee of the Software.
- 10.2 Force Majeure. Neither Party will be liable for any failure to perform acts, other than payment obligations, due to unforeseen circumstances or causes beyond the Party's reasonable control, including, but not limited to, acts of God, war, riot, embargoes, acts of civil or military authorities, acts of terrorism or sabotage, electronic viruses, worms or corrupting microcode, shortage of supply or delay in delivery by Intel's vendors, fire, flood, earthquake, accident, strikes, radiation, inability to secure transportation, failure of communications or electrical lines, facilities, fuel, energy, labor or materials. In an event of force majeure, either Party's time for delivery or other performance will be extended for a period equal to the duration of the delay caused thereby.

- 10.3 Notice. All notices required or permitted to be given hereunder shall be in writing, shall make reference to this Agreement, and shall be delivered by hand, or dispatched by prepaid air courier or by registered or certified airmail, postage prepaid, addressed as follows:

Notices to Intel:
Intel Americas, Inc.
1815 S. Meyers Road, Suite 150
Oakbrook Terrace, IL 60181
Attn: General Manager
Fax: 630-627-1969

Notices to Company:
To the address noted on the signature
page of this Agreement

With copy to:
Intel Corporation
Attn: SSG Group Counsel
2200 Mission College Blvd, SC4-203
Santa Clara, CA 95052

Such notices shall be deemed served when received by addressee or, if delivery is not accomplished by reason of some fault of the addressee, when tendered for delivery. Either Party may give written notice of a change of address and, after notice of such change has been received, any notice or request shall thereafter be given to such Party at such changed address.

- 10.4 Remedies. The remedies set forth in this Agreement are in addition to those available at law or in equity. All rights and remedies, legal or equitable, whether conferred hereunder, or by any other instrument or law will be cumulative and may be exercised singularly or concurrently.
- 10.5 Export. Neither Party shall export, either directly or indirectly, any Product, service or technical data or system (collectively "Items") 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 any Item 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 such Item is in compliance with all applicable 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, Item, 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.
- 10.6 Assignment. This Agreement will be binding upon and inure to the benefit of the Parties hereto and their permitted successors and permitted assigns. Notwithstanding the foregoing, neither this Agreement, nor any rights or obligations hereunder, may be assigned or otherwise transferred by either Party without the prior written consent of the other Party, provided however that either Party may assign all or any of its rights or delegate all or any of its obligations under this Agreement to any entity to whom it transfers all or substantially all of its assets or rights as part of a corporate reorganization, merger or sale of all or substantially all of its assets, so long as the acquiring Party agrees to be bound by all the terms and conditions of this Agreement, and in the event of a sale of substantially all assets, the assigning Party does not keep any copies of the Software or Documentation, and Intel may assign all or any of its rights or delegate all or any of its obligations under this Agreement to a subsidiary or affiliate of Intel Corporation or other successor entity to Intel or any of its divisions, without the prior consent of Company. Any other assignment or transfer without prior written consent will be voidable at the option of the nonconsenting Party.
- 10.7 Relationship of Parties. The Parties hereto are independent contractors. Neither Party has any express or implied right or authority to assume or create any obligations on behalf of the other or to bind the other to any contract, agreement or undertaking with any third party. Nothing in this Agreement shall be construed to create a partnership, joint venture, employment or agency

relationship between Company and Intel.

- 10.8 Independent Development. This Agreement does not preclude Intel or Company from evaluating, acquiring from third parties not a party to this Agreement, independently developing or marketing similar technologies or products, or making and entering into similar arrangements with other companies. Neither Party is obligated by this Agreement to make such products or technologies available to the other.
- 10.9 Severability. The terms and conditions stated herein are declared to be severable. If any paragraph, provision, or clause in this Agreement shall be found or be held to be invalid or unenforceable in any jurisdiction in which this Agreement is being performed, the remainder of this Agreement shall be valid and enforceable and the Parties shall use good faith to negotiate a substitute, valid and enforceable provision which most nearly effects the Parties' intent in entering into this Agreement.
- 10.10 Waiver. Failure by either Party to enforce any term of this Agreement shall not be deemed a waiver of future enforcement of that or any other term in this Agreement or any other agreement that may be in place between the parties.
- 10.11 Dispute Resolution. All disputes arising directly under the express terms of this Agreement or the grounds for termination thereof shall be resolved as follows: The senior management of both Parties shall meet to attempt to resolve such disputes. If the senior management cannot resolve the disputes, either Party may make a written demand for formal dispute resolution and specify therein the scope of the dispute. Within thirty days after such written notification, the Parties agree to meet for one day with an impartial mediator and consider dispute resolution alternatives other than litigation. If an alternative method of dispute resolution is not agreed upon within thirty days after the one-day mediation, either Party may exercise its remedies at law or equity.
- 10.12 Governing Law and Jurisdiction. Any claim arising under or relating to this Agreement shall be governed by the internal substantive laws of the State of Delaware, without regard to principles of conflict of laws. Each Party hereby agrees to jurisdiction and venue in the courts of the State of Delaware or federal courts located in Delaware for all disputes and litigation arising under or relating to this Agreement, and this Agreement shall be considered to have been signed in the United States by both Parties. The Parties agree that the terms of the United Nations Convention on Contracts for the International Sale of Goods (CISG) do not apply to this Agreement. This provision is meant to comply with 6 Del. C. Section 2708(a).
- 10.13 Compliance with Laws. Notwithstanding anything contained in this Agreement to the contrary, the obligations of the Parties shall be subject to all applicable laws, present and future, of any government having jurisdiction over the Parties, and to orders, regulations, directions or requests of any such government.
- 10.14 Entire Agreement. The terms and conditions of this Agreement, including the Quote, its Exhibits and their Addenda, constitute the entire agreement between the Parties with respect to the subject matter hereof, and merge and supersede all prior and contemporaneous agreements, understandings, negotiations and discussions, and any license agreement accompanying the Intel Materials or that Company is required to accept before gaining access to any Intel Materials via computer download. Neither of the Parties shall be bound by any conditions, definitions, warranties, understandings, or representations with respect to the subject matter hereof other than as expressly provided in this Agreement. The section headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement. No oral explanation or oral information by either Party hereto shall alter the meaning or interpretation of this Agreement. No amendments or modifications shall be effective unless in writing and signed by authorized representatives of both Parties. The Terms and Conditions of this Agreement shall prevail in case of conflict between these terms and conditions and the terms of any of the other Exhibits hereto, unless expressly stated otherwise. This Agreement will prevail notwithstanding any different, conflicting or additional terms and conditions which may appear on any purchase order, acknowledgment or other writing not expressly

incorporated into this Agreement. Any Company purchase order referencing this Agreement shall be subject to and governed by the terms of this Agreement, and any additional or conflicting terms shall be deemed deleted from the purchase order. This Agreement may be executed in two (2) or more counterparts, all of which, taken together, shall be regarded as one and the same instrument. Facsimile signatures on this Agreement will be deemed original for all purposes.

- 10.15 U.S. Government Restricted Rights. The technical data and computer software covered by this license is a "Commercial Item," as such term is defined by the FAR 2.101 (48 C.F.R. 2.101) and is "commercial computer software" and "commercial computer software documentation" as specified under FAR 12.212 (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. Use for or on behalf of the U.S. Government is permitted only if the party acquiring or using this software is properly authorized by an appropriate U.S. Government official. This use by or for the U.S. Government clause is in lieu of, and supersedes, any other FAR, DFARS, or other provision that addresses Government rights in the computer software or documentation covered by this license. All copyright licenses granted to the U.S. Government are coextensive with the technical data and computer software licenses granted herein. The U.S. Government shall only have the right to reproduce, distribute, perform, display, and prepare derivative works as needed to implement those rights.

Exhibit A: Confidentiality Terms

1. Confidential Information. The confidential, proprietary and trade secret information of the disclosing party ("Confidential Information") to be disclosed hereunder is (i) information in tangible form that bears a "confidential," "proprietary," "secret," or similar legend, and (ii) discussions relating to that information whether those discussions occur prior to, concurrent with, or following disclosure of the information. Company agrees that the Intel Materials are confidential information of Intel for purposes of the CNDA. The disclosing party shall make reasonable efforts to mark its confidential information in tangible form with any of the aforementioned legends prior to disclosure. However, the disclosing party's information in tangible form that does not bear any of these legends, and discussions relating to that information, shall nevertheless be protected hereunder as Confidential Information, if the receiving party knew, or should have reasonably known under the circumstances, that the information was confidential and had been communicated to it in confidence.
2. Obligations of Receiving Party. The receiving party will maintain the confidentiality of the Confidential Information of the disclosing party with at least the same degree of care that it uses to protect its own confidential and proprietary information, but no less than a reasonable degree of care under the circumstances. The receiving party will not disclose any of the disclosing party's Confidential Information to any employees or to any third parties except to the receiving party's employees, parent company and majority-owned subsidiaries who have a need to know and who agree to abide by nondisclosure terms at least as comprehensive as those set forth herein; provided that the receiving party will be liable for breach by any such entity. For the purposes of this Agreement, the term "employees" shall include independent contractors of each party. The receiving party will not make any copies of the Confidential Information received from the disclosing party except as necessary for its employees, parent company and majority-owned subsidiaries with a need to know. Any copies which are made will be identified as belonging to the disclosing party and marked "confidential", "proprietary" or with a similar legend.
3. Termination of Obligation of Confidentiality. The confidentiality obligations set forth in this Agreement shall bind the Parties for a period of five (5) years from the date of disclosure of Confidential Information, unless any of the exceptions set forth in Section 4 below occurs.
4. Exceptions to the Obligation of Confidentiality. The receiving party will not be liable for the disclosure of any Confidential Information which is:
 - (a) generally made available publicly or to third parties by the disclosing party without restriction on disclosure;
 - (b) rightfully received from a third party without any obligation of confidentiality;
 - (c) rightfully known to the receiving party without any limitation on disclosure prior to its receipt from the disclosing party;
 - (d) independently developed by employees of the receiving party; or
 - (e) required to be disclosed in accordance with applicable laws, regulations, court, judicial or other government order, provided that the receiving party shall give the disclosing party reasonable notice prior to such disclosure and shall comply with any applicable protective order.
5. Title. Title or the right to possess Confidential Information as between the parties will remain in the disclosing party.
6. No Obligation of Disclosure; Termination. Neither party has any obligation to disclose Confidential Information to the other. In the event of termination of this Agreement, each party's obligations with respect to Confidential Information disclosed during the term of this Agreement will survive any such termination. Either party may, at any time: (a) cease giving Confidential Information to the other party without any liability, and/or (b) request in writing the return or destruction of all or part of its Confidential Information previously disclosed, and all copies thereof, and the receiving party will promptly comply with such request, and certify in writing its compliance.

Exhibit B: Hardware Appliance Amendment

For all Software sold in conjunction with a Hardware Appliance, the following terms and conditions or amendments apply:

1. A new Attachment X, entitled "Hardware Appliance Warranty" is added.
2. The definition of "Documentation" is revised to read in its entirety as follows: "**Documentation** shall consist of Intel's standard documentation accompanying the Software or Hardware Appliance, including user's manuals and technical manuals. Documentation shall not include any items marked "Confidential" or with similar legend."
3. A new definition of "Hardware Appliance" is added to read as follows: "**Hardware Appliance** means the hardware plus the Software that is bundled with such hardware, all as identified in the Quote."
4. The definition of "Intel Materials" is revised to read in its entirety as follows: "**Intel Materials** means any and all materials provided to Company pursuant to this Agreement, including without limitation, all Hardware Appliances, Software and Documentation".
5. Section 2.4.4 is revised to read in its entirety as follows:

The Software may not be used to provide a service directly or indirectly, whether or not fee-based, to third parties, nor for service bureau purposes (i.e., a service whereby the use of or access to the software is offered to multiple end users as a service, as opposed to granting end users an end user license to the software or hosting a service or solution for a single end user customer; an example of a service bureau service is the salesforce.com service business model) without proper licensing and payment of fees which will be described in the Quote if this option is required; provided however, that this restriction shall not apply to the use of any Hardware Appliance.

6. Section 2.5 is revised to read in its entirety as follows:

Non-Exclusive. The licenses granted to Company are non-exclusive, which means that Intel can market, distribute and license the Hardware Appliance, the Software and any of Intel's other present or future products worldwide.

7. The following additional sentence is added at the end of Section 2.7:

All right, title and interest in and to the Hardware Appliance (excluding the Software) shall pass, free and clear of all liens, securities, claims and other encumbrances, to Company upon shipment thereof in accordance with the terms of this Agreement, subject only to payment in full for such Hardware Appliance by Company to Intel or the Intel authorized distributor in accordance with the terms of this Agreement.

8. Section 3.1 is revised to read in its entirety as follows:

Fees. The purchase, license and annual Support Services fees and any other applicable services fees are set forth in the Quote. Company agrees to pay such fees in accordance with the terms and conditions of this Agreement and any additional terms and conditions in the Quote. If the parties agree to amend the Quote by adding or deleting Hardware Appliance, Software, Support Services or any other services, the fees may also be amended as appropriate.

9. A new section 5.2 is added to read in its entirety as follows:

Hardware Appliance. The Hardware Appliance shall be shipped FOB shipping point, freight prepaid to the destination specified by Company. Risk of loss or damage to each Hardware Appliance shall pass to Company upon shipment by Intel in accordance with the terms of this Agreement.

10. Section 6.3 is revised to read in its entirety as follows:

Support. Company may not license Software without purchasing Support Services for each unit of Software or Hardware Appliance (i.e., Company may not choose to purchase Support Services for some units and not for others) for so long as Support Services are offered by Intel. Support Services are provided on a twelve (12) month basis. Company shall receive Support Services for successive one (1) year periods at the rates for such Support Services as set forth in the Quote. Company cannot selectively discontinue Support Services in subsequent years for less than all units of Software licensed by Company, unless Company de-commissions and certifies to Intel the destruction of such unsupported unit.

11. Section 7.1 is revised to read in its entirety to read as follows:

Warranty; Warranty Period. The Software is warranted by Intel to perform substantially as described in the Documentation for ninety (90) days after release by Intel ("Warranty Period"), subject to sections 7.2, 7.3, and 8 of this Agreement. The warranty for the Hardware Appliance is the original manufacturer hardware warranty for a period of one year, renewable every year for maximum of two additional years, which Intel hereby irrevocably conveys, transfers and assigns all right, title and interest therein and thereto to Company and agrees to provide reasonable assistance at no cost to Company from time to time to perfect Company's right, title and interest in and to same. The terms of that hardware warranty are set forth in Exhibit X. Intel is not offering additional hardware warranty beyond the original manufacturer warranty terms. Company cannot return the Hardware Appliance to the original manufacturer as their return policy is not available to Company, and instead Intel shall be responsible for replacing the Hardware Appliance at no cost to Company in the event it is damaged or destroyed prior to delivery thereof to Company in accordance with the terms hereof. Additionally, Intel represents and warrants that any Support Services provided to Company hereunder shall be performed in a professional and workmanlike manner in accordance with customary industry standards and practices.

12. The final sentence of Section 7.2 is revised to read in its entirety as follows:

IN NO EVENT WILL INTEL OR THE INTEL AUTHORIZED DISTRIBUTOR BE LIABLE FOR ANY OTHER COSTS ASSOCIATED WITH THE REPLACEMENT OR REPAIR OF SOFTWARE, OR RETURN OF THE HARDWARE APPLIANCE, INCLUDING LABOR, INSTALLATION, REMOVAL, SHIPPING OR ANY OTHER COSTS INCURRED BY COMPANY.

13. Section 7.3 is revised in its entirety to read as follows:

Limitations. The limited warranty in Section 7.1 will only apply to problems reported to Intel during the Warranty Period and will not apply: (a) where the problem cannot be reproduced by Intel despite commercially reasonable efforts to do so, (b) where the applicable Intel Materials are not used in accordance with the Documentation or this Agreement; (c) if any part of the applicable Intel Materials have been altered or modified without the prior written consent of Intel; or (d) where a defect in the applicable Intel Materials has been caused by any malfunctioning equipment of Company or any third party (other than the provider of the Hardware Appliance).

Attachment X to Exhibit B: Hardware Appliance Warranty

Introduction

This document describes the Hardware Warranty information for Intel® Expressway Appliance. By purchasing these Services (as defined herein) from Intel or an Intel authorized distributor, Company agrees to be bound by all terms and conditions set forth in this document. Company agrees that renewing, modifying, extending or continuing to utilize the Services beyond the initial term is subject to the then-current Service Description.

Service Overview

Intel is pleased to pass through Advanced Replacement Service from its suppliers in accordance with this document (the "Service Description"). This Service provides support for defects covered under the Company's Limited Warranty defined at the time of purchase or time of extension/renewal for the customized Intel® Expressway appliance products.

Specifically, Advanced Replacement includes the following support:

- Accept notification of Advanced Replacement request from Company over telephone, email or online.
- Send a replacement customized whole unit to designated Company location.
- Product will ship from Intel's suppliers on Same Business Day on all requests received before 4:00 PM CST.
- Intel or its suppliers will not be responsible for backing up Company's, End User's, or Distributor's data on any returned product

Supported Product: This Service is available for Intel® Expressway appliance product. The Advanced Replacement products covered under this Service Description is identified on the Quote. A separate Advanced Replacement contract must be purchased by Company for each Supported Product. Each Supported Product will be tagged with a serial number (the "Service Tag" Number).

Please read this Service Description carefully and note that Intel reserves the right to change or modify any of the terms and conditions set forth in this Service Description at any time, and to determine whether and when any such changes apply to both existing and future Service contracts.

Support Procedures

Contacting Intel For Service

- Company will initiate requests for Advance Replacement for Intel® Expressway appliance via phone, email or online mechanism provided by Intel to contact technical support.
- Company will provide the unique Service Tag Number of the device that needs to be replaced along with the complete shipping address and contact information for sending the replacement system.
- Intel will ship a replacement unit to the location indicated on the support request.
- Company will package Product to be returned using the same shipping material the replacement Product arrived in. Intel will include a return label that should be used for sending the faulty Product back.
- Company will return the faulty Product within fifteen (15) days of receiving the replacement product.
- Repair non-functional Company customized Products returned.

Advanced Replacement Service Does Not Include:

- Operating system, software or database assistance or support.
- Media replacement for non-Intel branded / manufactured software (i.e. Redhat Enterprise Linux etc) or software Intel no longer ships with new systems.
- Assistance with configuration, optimization, installation, relocation, or upgrades.
- Warranty, repair, or any other type of service for third party products or Collaborative Support with third party vendors or partners.

- Accessories, operating supplies, peripherals or parts such as batteries, frames, and covers.
- Preventive maintenance.
- Support or repairs for any damage to or defect in the Supported Product that is cosmetic only or otherwise does not affect device functionality. Intel or its suppliers will not repair wear and tear on the device and other superficial items, such as scratches and dents.
- Support for equipment damaged by misuse, accident, abuse of Supported Product or components (such as, but not limited to, use of incorrect line voltages, use of incorrect fuses, use of incompatible devices or accessories, improper or insufficient ventilation, or failure to follow operating instructions), modification, unsuitable physical or operating environment, improper maintenance by Company (or Company's agent), moving the Supported Product, removal or alteration of equipment or parts identification labels, or failure caused by a product for which Intel is not responsible.
- Repairs necessitated by software problems, or as a result of alteration, adjustment, or repair by anyone other than Intel (or its authorized representatives).
- Support for damage resulting from an act of God such as, but not limited to, lightning, flooding, tornado, earthquakes, and hurricanes.
- Any recovery or transfer of data.
- Any activities or services not expressly described in this Service Description.

Company Responsibilities

- Company will be the importer and exporter of record on all international shipments
- **Software/Data Backup.** It is the Company's responsibility to complete a backup of all existing data, software, and programs on Supported Products prior to Intel performing any Services. **INTEL WILL NOT BE RESPONSIBLE FOR LOSS OF OR RECOVERY OF DATA, PROGRAMS, OR LOSS OF USE OF SYSTEM(S) OR NETWORK.**
- **Authority to Grant Access.** Company represents and warrants that it has obtained permission for both Company and Intel to access and use the Supported Product, the data on it, and all hardware and software components included in it, for the purpose of providing these Services. If Company does not already have that permission, it is Company's responsibility to obtain it, at Company's expense, before Company asks Intel to perform these Services.
- **Cooperate with Support Engineer.** Company agrees to cooperate with and follow the instructions given by Intel's customer support engineer. Experience shows that most system problems and errors can be corrected over the phone as a result of close cooperation between the user and the analyst or technician.
- **Supported Releases.** Company must maintain software and Supported Product(s) at Intel-specified minimum release levels or configurations.
- **Third Party Warranties.** These Services may require Intel to access hardware or software that is not manufactured by Intel. Some manufacturers' warranties may become void if Intel or anyone else other than the manufacturer works on the hardware or software. It is Company's responsibility to ensure that Intel's performance of Services will not affect such warranties or, if it does, that the effect will be acceptable to Company. **INTEL DOES NOT TAKE RESPONSIBILITY FOR THIRD PARTY WARRANTIES OR FOR ANY EFFECT THAT THE INTEL SERVICES MAY HAVE ON THOSE WARRANTIES.**

NOTE: If Company fails to comply with the responsibilities and terms outlined in this Service Description, then Intel is not obligated to provide the Service.

Important Additional Information

Assignment. Intel may assign these Services and/or Service Description to qualified third party service providers.

Parts Ownership. All Intel service parts removed from the Supported Product and returned to Intel become the property of Intel. Company must pay Intel at the current retail price(s) for any service parts removed from the Supported Product and retained by Company if Company has received replacement systems from Intel. Intel or its suppliers may use new and reconditioned parts made by various manufacturers in performing warranty repairs.

Support Limitations. Intel is not liable for any failure or delay in performance due to any cause beyond its control. Service extends only to uses for which the Supported Product was designed.

Term and Renewal. Company will receive Services for the term indicated on Quote. Prior to the expiration of the service term, Company may be entitled to extend the term depending on available options then in effect and in accordance with Intel's or Intel authorized Distributor's then-current procedures.

In addition, Intel or an Intel Authorized Distributor may, at its option, propose to renew this Service by sending Company an invoice to renew the Services. Company may, at its option, and only where permitted by law, agree to such renewal of the Services by paying such invoice by the due date. Payment of renewal invoices shall indicate Company's agreement to extend the term of this Service for the periods covered by such invoice. If Company elects not to pay a renewal invoice, Services will be discontinued as of the expiration date set forth on the original Quoter or last paid invoice.

Relocation. These Services will be delivered to the site(s) indicated on the Company's invoice or Company's applicable separately signed agreement with Intel or Intel's authorized Distributor. Company agrees to give Intel at least thirty (30) days notice via written communication prior to relocating any Supported Products. These Services are not available at all locations. Intel's obligation to supply these Services to relocated Supported Products is subject to local availability and may be subject to additional fees, and to inspection and recertification of the relocated Supported Products at the then-current time and materials consulting rates of Intel or Intel's authorized distributor. Company will provide Intel with sufficient, free, and safe access to Company's facilities for Intel to fulfill these obligations. This Service does not include support for damages resulting from moving the Supported Product from one geographic location to another or from one entity to another.

Please note that if Company moves the Supported Product to a geographic location in which these Services are not available or not available at the same price as Company paid for this Service, Company may not have coverage or may incur an additional charge to maintain the same categories of support coverage at the new location. If Company chooses not to pay such additional charges, Company's Service may be automatically changed to categories of support which are available at such price or a lesser price in such new location with no refund available.

Cancellation. Intel may cancel this Service at any time during the Service term for any of the following reasons: Company fails to pay the total price for this Service in accordance with the invoice terms; Company makes a misrepresentation to Intel or its agents; Company refuses to cooperate with or threatens in any manner the assisting analyst or on-site technician; Company's repeated misuse of this Service for out of scope issues; or Company otherwise breaches or fails to abide by all of the terms and conditions set forth in this Service Description. If Intel cancels this Service, we will send Company written notice of cancellation at the address indicated in our records. The notice will include the reason for cancellation and the effective date of cancellation, which will be not less than ten (10) days from the date we send notice of cancellation to Company, unless state law requires other cancellation provisions that may not be varied by agreement. IF INTEL CANCELS THIS SERVICE PURSUANT TO THIS PARAGRAPH, COMPANY SHALL NOT BE ENTITLED TO ANY REFUND OF FEES PAID OR DUE TO INTEL.

Intel may, at its discretion, terminate this Service Description on thirty (30) days notice to Company, in which case Company will be entitled to receive a pro-rated refund of any unearned support fees that Company has paid. Any refund will be determined by Intel based on the passage of time and/or the number of support incidents at Intel's discretion.

Transfer. Company may not assign or otherwise transfer this Service Description or Company's rights under it, or delegate Company's obligations without Intel's prior written consent. Any attempt to do so is void.