



Intel® Trust Authority Service Agreement (the “Service Agreement”)

This Service Agreement, in combination with Your Order Form and Intel’s [Commercial Terms](#) (collectively, the “**Agreement**”), provides the terms and conditions under which Intel offers to You access to and use of the Intel® Trust Authority Service, a suite of Intel trust and security modules that provide the data and insights necessary to provide you the confidence that your sensitive workloads are secured within the platform (the “**Service**”).

Please DO NOT ACCESS OR USE the Service, or any Materials that Intel may provide in association with the Service, unless and until you have read, understand, and accept the terms and conditions articulated in this Service Agreement. If You, or the entity for whose benefit You access or use the Service, do not agree to be bound by, or You do not have the legal authority to bind the entity You represent, do not access or use the associated Service. “You” and “Your” refers to you, your employer, and any other entity for whose benefit you access and use the Service. You and Intel are each a “party” (collectively, the “parties”) to the Agreement.

You freely acknowledge, accept, and agree to be bound by the Agreement with Intel Corporation (or the Intel entity defined in a corresponding Order Form) (“**Intel**”). **The Agreement takes effect on the earlier of when You select “I Accept” (or similar) prompt associated with the Service, on the effective date reflected in a valid Order Form, or otherwise upon Your first access to or use of the Service (the “Effective Date”).**

1. The Agreement. As introduced above, the Agreement is comprised of:
 - 1.1. Your **Order Form** that specifies this Service;
 - 1.2. This **Service Agreement** (including reference to any Regulatory Notices/Certifications); and
 - 1.3. The [Commercial Terms](#).

Any conflict in terms between the Order Form, this Service Agreement, and Intel’s Commercial Terms will be resolved in favor of the Order Form. Any conflict in terms between this Service Agreement and the Commercial Terms shall be resolved in favor of this Service Agreement. Notwithstanding anything to the contrary in the Agreement, nothing in Your purchase order or any other document not reflected above through which You indicate Your intent to license the Service will be incorporated into or form any part of this Agreement, and all such terms or conditions are null and void.

2. Definitions

- 2.1. “**Affiliates**” means any entity that Controls, is Controlled by, or is under Control with Intel Corporation. “Control” means direct or indirect ownership, through one or more intermediaries, of more than 50% of an entity’s voting capital or other voting rights.
- 2.2. “**Intel Trust Authority Client**” means the downloadable software client(s) that You embed with(in) Your workload to communicate and coordinate with the Service to enable the features of Intel Trust Authority (the “Client”).
- 2.3. “**Commercial Solution**” means the Client and the Service, as described herein and the Materials.
- 2.4. “**Content**” has the meaning set forth in the [Commercial Terms](#).
- 2.5. “**Intel**” means Intel Services Division LLC, or the Intel Affiliate identified in the invoice submitted to You.
- 2.6. “**Materials**” has the meaning set forth in the Commercial Terms.

2.7. “Platform” has the meaning set forth in the Commercial Terms.

3. Access to and Use of the Service

- 3.1. **Limited Access Right to the Service.** Subject to the terms and conditions of the Agreement, Intel hereby grants to You a personal, limited, non-exclusive, non-transferable, non-sublicensable, revocable, fee-bearing, right to access and to use the Service.
- 3.2. **Limited Software License.** Subject to the terms and conditions of the Agreement, Intel hereby grants to You a personal, limited, non-exclusive, non-transferable, non-sublicensable, revocable, and royalty-free license under Intel copyrights and trade secrets in and to the Client, to download, reproduce, install, and use the Software solely in association with the licensed access and use of the Service. Notwithstanding the foregoing, if there is a Software License Agreement included with(in) the Software, that license language will govern your access to and use of the Software.
- 3.3. **No Other Rights.** Except as set forth in this Service Agreement, no other rights, licenses, or interests are granted, whether through contract or arising under law. All other rights and interests are reserved.

4. Service Availability and Remedies

- 4.1. **Service Availability.**
 - 4.1.1. Intel represents that the uptime and availability of the Service within a calendar month will meet or exceed the uptime and availability of the Platform that is hosting the Service, not to exceed a 99.95% availability commitment (“Service Level Commitment”) within the month.
 - 4.1.2. Availability of the Service is calculated per subscribed Service module, and means $(\text{total available minutes in a month} - \text{downtime}) / (\text{total available minutes in a month}) \times 100\%$.
 - 4.1.3. Your sole remedy should Intel fail to meet its Service Level Commitment within the month is provided below. Intel may issue a service credit in whatever form it may choose, in its sole discretion.
 - 4.1.3.1. 99.8-99.95% availability/mo.: 10% Service Credit;
 - 4.1.3.2. 99.5-99.8% availability/mo.: 15% Service Credit; and
 - 4.1.3.3. <99.5% availability/mo.: 25% Service Credit.
 - 4.1.4. Service Credits are calculated on a monthly basis and are offered as an extension to the term of the affected Service module as calculated in accordance with 4.1.3, above.
- 4.2. **Exclusions.** Notwithstanding the foregoing, the following is not considered downtime and will not be counted against Intel’s Service Level Commitment or result in any service credit:
 - 4.2.1. Scheduled Maintenance, as provided below;
 - 4.2.2. Third-party Platform. To the extent that the interruption in Service is, in any way, associated with or attributable to a non-Intel provided, third-party platform or service;
 - 4.2.3. Force Majeure. Intel’s inability to provide the Service during a Force Majeure event; or
 - 4.2.4. Other. As a result of any changes, additions, or deletions that You make to or requirements You place upon Your deployment of the Client or the Service, or as a result of Your particular workload or use of the Service.

5. Maintenance.

- 5.1. **Scheduled Maintenance.** Where Intel has identified a need to perform scheduled maintenance, Intel will make reasonable efforts to provide You with notice 24 hours in advance of such maintenance. In

a calendar quarter, Scheduled Maintenance will not exceed four (4) hours. Intel will treat Service interruptions due to Scheduled Maintenance that exceed four (4) hours a calendar quarter within the Service Level Commitments, above, with the rights and remedies associated therewith.

- 5.2. **Unscheduled Maintenance.** Intel reserves the right to perform unscheduled maintenance on the Service and/or Platform, as the need may arise in Intel's sole discretion, without prior notice to You. Where reasonably possible, Intel will attempt to provide You with prior notice of the event. Intel will treat Service interruptions due to Unscheduled Maintenance within the Service Level Commitments, above, with the rights and remedies associated therewith.

6. **Support.** Schedule 1, below, articulates the Support Services available from Intel in association with Your subscription to the Services. The specific level of Support Service you elect will be set forth in the Order Form.

7. **No Obligations; No Agency.** Intel may make changes to the Service, Platform, and Materials at any time and without notice. Unless otherwise reflected in the Agreement, Intel is not obligated to support, Update, Upgrade, or provide training to You to access or use the Service. No agency, franchise, partnership, joint-venture, or employee-employer relationship is intended or created under the Agreement.

8. **Data Protection and Privacy.** As applicable, this Section 8 serves as the Data Processing Agreement between You and Intel, as referenced in the Commercial Terms.

- 8.1. **Applicability.** To the extent Intel receives Personal Data (as such term or its equivalent is defined under applicable data-protection and privacy laws or regulations (collectively, "Data Protection Regime")) regarding residents of any jurisdiction with an applicable Data Protection Regime, the terms of this Section apply.
- 8.2. **Processing.** Intel will process Personal Data as Data Controller (as such term or its equivalent is defined under an applicable Data Protection Regime) for the purposes described in Schedule 2, below.
- 8.3. **Communications.** On the basis of Intel's legitimate interest, Intel will communicate with You by telephone, letter, or email for the purposes of keeping You informed of Intel products or services that may be of interest or to request Your Feedback, and Intel will do so appropriately in compliance with the applicable Data Protection Regime.
- 8.4. **Contact.** Your inquiries concerning the use, processing, and/or transfer of Personal Data, in particular access, rectification, and deletion requests, by You, should be submitted to Intel's Chief Privacy Officer (chief.privacy.officer@intel.com).
- 8.5. **Retention.** Intel will retain Personal Data for no longer than necessary to fulfill the above-listed purposes for which Personal Data is collected.
- 8.6. **Safeguards.** Intel will implement and maintain appropriate security measures to protect Personal Data against accidental or unlawful destruction, alteration, unauthorized disclosure or access, and other unlawful forms of processing.
- 8.7. **Transfer from You.** Where Intel is located outside the European Economic Area (EEA), United Kingdom, or Switzerland in a country that is not deemed to have an adequate level of protection by the European Commission or is in the United States but not self-certified under the EU-U.S. Data Privacy Framework Principles, including the Supplemental Principles and Annex I of the Principles ("DPF") and the Swiss DPF and UK extension, the parties agree to incorporate by reference the SCCs for the transfer of Personal Data that are subject to the GDPR from a data controller in the EEA to a data processor established outside the EEA, in the form set out in Module Two to the Annex to European Commission Implementing Decision (EU) 2021/914 ("SCCs"), and the SCCs are deemed to be executed by the parties. A copy of the SCCs can be accessed here:

https://ec.europa.eu/info/law/law-topic/data-protection/international-dimension-data-protection/standard-contractual-clauses-scc/standard-contractual-clauses-international-transfers_en. For the purpose of the SCCs for the EEA, United Kingdom, and Switzerland (to be appropriately adapted to comply with the applicable, data-protection and privacy laws and regulations): (i) Intel is the data importer, You are the data exporter, and the contact details of each party are deemed to be included in Annex I.A; (ii) optional Clause 7 (Docking clause) is excluded; (iii) for Clause 9(a), Option 2 is selected and ten (10) days' prior, written notice before a change of sub-processor is required; (iv) for Clause 11(a), the optional paragraph is deleted relating to an independent, dispute-resolution body; (v) for Clause 13(a), the first option is selected and the competent supervisory authority will be the Irish Data Protection Commission; (vi) for Clause 17, Option 1 is selected and the SCCs will be governed by the law of the country indicated in the governing law provision of the Agreement, unless such country is not an EU Member State, in which case the laws of Ireland; (vii) for Clause 18(b), the parties agree to the courts of the country indicated in the jurisdiction provision of the Agreement, unless such country is not an EU Member State, in which case the courts of Ireland will have jurisdiction for any disputes relating to the SCCs; (viii) the relevant information set out in Schedule 2 will be deemed populated into Annexes I, II, and III of the SCCs, again noting that, for Annex I.C, the competent supervisory authority is the Irish Data Protection Commission. The parties acknowledge and agree that Intel can meet its obligations under the SCCs, having considered the sundry factors specified in Clause 14, including but not limited to the laws of the receiving country or countries, the volume and categories of Personal Data, and (to Intel's knowledge) Intel's history and similar organizations' likelihood of receiving government-information requests or surreptitious surveillance. On this basis, no supplemental measures for the transfers envisaged under the SCCs are required beyond the contractual safeguards contained herein and the Security Measures employed by Intel reflected in Schedule 2. If there is any conflict between the SCCs and this Agreement, the SCCs will prevail.

- 8.8. **Transfers to Third-parties.** Transfers of Personal Data for the purposes set forth above to any country located outside of the EEA, the United Kingdom, and Switzerland that is not deemed a country of adequate protection are legitimized as and where required in accordance with applicable Data Protection Regimes to afford such transfer of Personal Data an adequate level of protection. These measures include (i) the entry into appropriate inter-company data transfer agreements based on the European Standard Contractual Clauses (as may be adjusted to address transfers from the United Kingdom or Switzerland); and/or (ii) the implementation of Binding Corporate Rules as defined under applicable European, United Kingdom, and Switzerland regulations; and/or (iii) equivalent means of compliance.
- 8.9. **Notification.** If and where relevant under applicable law, You undertake to inform Your representatives (i) that their Personal Data might be collected, used, processed, and transferred by virtue of the performance of and in accordance with the Agreement; and (ii) of their rights regarding the processing of their Personal Data in accordance with this clause.

9. **Free Trials and Evaluations.** Notwithstanding anything to the contrary in the Agreement, Your access to or use of any pre-release, limited availability, or any other Commercial Solution(s) offering for which Intel provides you, in its sole discretion, free access to evaluate the Commercial Solution (an "Evaluation") is offered to you on an As-Is basis, and Intel expressly disclaims any representations, warranties or indemnification associated with Your access to or use of such Commercial Solution(s) during the Evaluation period. The Evaluation period is limited to 30 days only unless Intel issues an extension, or as otherwise stated in an applicable Order Form. Intel reserves the right to terminate your access to or use of such a Commercial Solution during the Evaluation for any reason, or no reason at all.



10. Survival. Notwithstanding anything to the contrary in the Agreement, Sections 1, 2, 3, 7, 9, 10, and 11 will survive termination or expiration of this Agreement. The terms of Section 8 will survive termination or expiration only for as long as Intel Processes or retains Your Personal Data.
11. Entire Agreement. The terms and conditions of the Agreement is the entire agreement between You and Intel for the Service. You acknowledge that You have not relied on any statement, promise, representation, assurance, or warranty made or given by or on behalf of Intel that is not set out in the Agreement. Nothing in this Section will limit or exclude any liability for fraud or fraudulent misrepresentation.

Schedule 1: Commercial Solution Support Service Options

This Schedule 1 to the **Services Agreement** describes the Support Service options available to you. Intel offers an online, self-help level of support for no additional fee during the term of any Service subscription. Access to Intel's Standard, Plus, and Premium support levels are available under a subscription for an additional fee, as reflected on the Order Form associated with the Service.

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

2.2.2.3. Severity 3 and 4 level issues within eight (8) business hours.

2.3. **Premium Support.**

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

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

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

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

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

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

2.3.3. **Technical Contact.**

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

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

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

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

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

- 3.1. is installed, used, operated, or otherwise deployed in a manner that is, in Intel's sole discretion, inconsistent with Intel specifications, terms of use, or in violation of the Agreement;
- 3.2. has been modified or repaired by anyone other than Intel or with an authorization from Intel;
- 3.3. requires repair of damages caused by external factors, including, but not limited to: loss or damage resulting from the elements, misuse, abuse, or the operation of the Commercial Solution in improper environments, such as, but not limited to, locations having defective or inadequate power source, static electricity, or excessive interference caused by external sources;
- 3.4. requires changes due to changes in the regulations of any governmental body or agency;
- 3.5. requires changes to the performance of the Software or Service beyond those required for substantial compliance with the Commercial Solution documentation;
- 3.6. in connection with or arising out of Your relocation of the Commercial Solution, or the addition, removal, or maintenance of any third-party equipment, accessories, attachments or other devices not originally forming part of the Commercial Solution;
- 3.7. for services outside the scope of Intel's support obligations to You set forth in this Schedule 1. This Agreement and any associated support is personal to You, and is not intended to and does not extend to any others including, for example, Your customers; or
- 3.8. if the Agreement expires or is otherwise terminated or suspended.

4. **Customer Support Call Center and Escalation.** Depending on Your selected support tier, Intel offers technical assistance through our live telephone support staff to assist in the initial resolution of the issue You may be experiencing. To expedite Intel's ability to resolve the issue, it helps if You can complete some initial investigation of the issue including, for example, collecting sample data, attempting to isolate any



problem and creating a reproducible test case, collecting logs and determining that the problem is with the Commercial Solution rather than other software or technology.

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

Schedule 2 Description of Personal Data

Subject Matter: nature, purpose, frequency, and duration of Processing of Personal Data	<p>Intel requires the Personal Data as needed for the following purposes:</p> <ul style="list-style-type: none">the provision and administration of the Intel Trust Authority Service;contacting Your employees to collect Feedback under the Agreement;account administration;operational maintenance and support activities;fraud detection and prevention; andcustomer and market analysis and reporting to the extent the Personal Data are Processed and have not been anonymized. <p>Intel will retain Personal Data for no longer than necessary to fulfill the above-listed purposes.</p>												
Categories of Data Subjects	End users of the Service												
Types of Personal Data (including any Sensitive Categories of Personal Data, if appropriate)	<p>Types of non-Sensitive Personal Data that will be processed: first and last names, country locations, business email addresses, business phone numbers, employer company names, profession, indications of Application Programming Interface (“API”) key usage metrics (i.e., which APIs are being used, number and frequency of API usage, and whether attestations fail or succeed).</p> <p>No Sensitive Personal Data will be processed.</p>												
Data-Flow Geography	Personal Data received by the Service under this Agreement will be stored in the United States.												
Security Measures	<p>Intel is responsible for compliance with these terms by its personnel and subcontractors. Additional security compliance requirements might be specified in the Agreement or related appendices or statements of work.</p> <p>The detailed Intel security controls are set forth in Section 7(d) of the Microsoft Publisher Agreement CORRECTED 8.0 October 2022 update, at: https://learn.microsoft.com/en-us/legal/marketplace/msft-publisher-agreement.</p>												
Sub-processors Authorized by Customer	<p><i>You/Customer have generally authorized the engagement of the sub-processors listed below:</i></p> <table><tr><th>Sub-processor</th><th>Purpose</th><th>Location of Processing</th></tr><tr><td>AWS</td><td>Hosting</td><td>US</td></tr><tr><td>Microsoft (Azure)</td><td>Hosting</td><td>US</td></tr><tr><td>Sendgrid</td><td>Email notifications</td><td>US, Germany, Ireland, Japan, Singapore</td></tr></table>	Sub-processor	Purpose	Location of Processing	AWS	Hosting	US	Microsoft (Azure)	Hosting	US	Sendgrid	Email notifications	US, Germany, Ireland, Japan, Singapore
Sub-processor	Purpose	Location of Processing											
AWS	Hosting	US											
Microsoft (Azure)	Hosting	US											
Sendgrid	Email notifications	US, Germany, Ireland, Japan, Singapore											