

Intel® Technology Provider Program Terms and Conditions

Updated as of February 11, 2011

If you are granted membership in the Intel® Technology Provider Program, these Terms and Conditions (“Terms and Conditions”) constitute a legal agreement by and between Your Company (hereafter “You”, “Your” or “Your Company”) and Intel Corporation and its subsidiaries (“Intel”).

Read these Terms and Conditions carefully. If you agree, click “I ACCEPT”. If you do not agree, click “I DO NOT ACCEPT”. Please read the Intel® Technology Provider Program Privacy Statement located at www.intel.com/reseller that describes how the membership application form will be used and treated.

Your acceptance of these Terms and Conditions does not obligate Intel to accept you into the Intel Technology Provider Program. To be accepted, you must accept these Terms and Conditions, accept, if appropriate, the Channel Trademark License Agreement (CTLA), submit a completed application form, and meet all Membership Qualifications.

1.0 DEFINITIONS

1.1 “Sellers of Intel® Product” means those entities which distribute or otherwise sell genuine Intel products or finished goods containing genuine Intel products, such as and including, but not limited to, Intel® Authorized Distributors, original design manufacturers, original equipment manufacturers, channel suppliers and channel resellers.

1.2 “Effective Date” means the date that Intel provides you written notification of your acceptance as a member of the Intel Technology Provider Program. Once membership is established, these Terms and Conditions are effective each year on the first day of each calendar year subject to Your compliance with the terms hereof.

1.3 “Intel” means Intel Corporation and its designated subsidiaries and affiliates.

1.4 “Product(s)” means genuine Intel products or finished goods containing genuine Intel products sold by Sellers as defined in 1.1.

1.5 “Sales Out” means the reported product sales by Sellers or other 3rd party data sources to Intel.

1.6 “Partner” means any “Seller” who also meets the criteria of the Intel Technology Provider Program and is a member of the program.

1.7 “Program Benefits” mean the benefits described at: <http://www.intel.com/reseller> or <http://technologyprovider.intel.com> as appropriate to Your current membership level which may be modified from time to time, at Intel’s sole discretion.

1.8 “Membership Qualifications” mean the qualifications for membership described at: <http://www.intel.com/reseller> or <http://technologyprovider.intel.com> as appropriate to Your current membership level, which may be modified from time to time, at Intel’s sole discretion.

1.9 “Probation” means a 90-day period during which some or all Program Benefits may not be available, as described in more detail in Sections 8.3 and 8.4 herein.

1.10 “Limited Status” means a 9-month period during which some Program Benefits may not be available, as described in more detail in Sections 8.5 and 8.6 herein.

2.0 PARTNER and AGENCY DISCLAIMER

You acknowledge that the use of the word "Partner" is a commonly used term in the technology industry to designate a marketing relationship between otherwise unaffiliated companies, and is used in accordance with this common usage herein. These Terms and Conditions, and the use of the word "Partner" herein, shall not be deemed to nor is it intended to create a partnership, agency, distribution, joint venture or other similar arrangement between the parties, and the employees, agents and representatives of one party shall not be deemed to be employees, agents or representatives of the other. Each party shall be deemed to be an independent contractor and shall have no authority to bind the other party. Neither You nor Intel is authorized to create any obligation, express or implied, on behalf of the other. Without limiting the foregoing, you acknowledge that use of the term "Partner" in the Program materials does not constitute or imply a legal partnership or fiduciary relationship between the parties.

3.0 PROGRAM LEVELS

There are three levels of membership in the Intel Technology Provider Program^{*} (individually referred to by their title, or collectively referred to as the "Intel Technology Provider Program" or "Program"). Membership Qualifications for these levels can be found at: <http://www.intel.com/reseller> or <http://technologyprovider.intel.com>

- (i) Platinum Partner
- (ii) Gold Partner
- (iii) Registered Partner

4.0 PROGRAM TERMINOLOGY

As a Member of the Intel Technology Provider Program, You may *only* use the Program name and Your level designation in text or speech in the following approved ways:

4.1 When referring to the Program:

Intel® Technology Provider Program
(Do *not* use ITPP as a short form)

4.2 When referring to the Program and level together:

Intel® Technology Provider Program, Platinum Partner
Intel® Technology Provider Program, Gold Partner
Intel® Technology Provider Program, Registered Partner

OR:

Intel® Technology Provider Program -- Platinum Partner
Intel® Technology Provider Program -- Gold Partner
Intel® Technology Provider Program -- Registered Partner
(Note: use a long dash, not a hyphen)

4.3 When referring to Your membership level, first occurrence in the document:

Intel® Technology Provider Platinum Partner
Intel® Technology Provider Gold Partner
Intel® Technology Provider Registered Partner

4.4 When referring to Your membership level, after first occurrence:

Platinum Partner
Gold Partner
Registered Partner

^{*} The title, structure, and benefits of the Technology Provider Program may vary from country to country.

4.5 Examples of Appropriate Use:

Subsequent use: “Because I’m a Platinum Partner, you get...”

4.6 Examples of Inappropriate Use – Never Permitted:

“Intel Partner” or “Intel partner” or “partner with Intel” or “Technology Provider” in any usage.

5.0 YOUR OBLIGATIONS FOR MEMBERSHIP

5.1 Comply with Terms and Conditions and CTLA: You agree to comply at all times with these Terms and Conditions, any applicable Channel Trademark License Agreement (CTLA), any applicable Logo License Agreements, and any other terms and conditions that Intel makes available as part of or in connection with the Intel Technology Provider Program.

5.2 Complete and Submit these Documents to Intel as applicable:

**Membership Application
Channel Trademark License Agreement (“CTLA”)**

5.3 Training: Certain levels in the Intel Technology Provider Program require Partners and their employees to be trained on Intel Products and technologies. Refer to the Membership Qualifications for details on the specific training requirements for your membership level.

5.4 Profile Information: At least once per year, or anytime if You move between levels in the Program, you must verify and update Your Company profile information (including, but not limited to, business name, primary and secondary contact, job title, email address, business addresses (physical and mailing), postal code, telephone and fax number) that Your Company has on file with Intel, which You agree Intel may use in connection with its business.

5.5 Purchases: You agree to provide Sales Out information and data, directly or via companies providing such data, which will be used by Intel in connection with its business. Your eligibility for Program membership benefits and services will be determined by Intel, in part based upon Sales Out information, as appropriate to your membership level.

5.6 Product Integration: For Platinum Partners only, You represent that at least 70% of the standalone products that You purchase are integrated into finished goods. Verification of product integration may be a requirement for certain levels of membership. Intel reserves the right to audit any self reported or system generated sales information.

5.7 Self-reported Revenue: Intel may also request that You self-report the number of systems containing Intel CPUs that Your Company has sold in the prior calendar year. Intel reserves the right to validate this self-reported information. Intel reserves the right to have Your Company records inspected and audited up to and including a physical site visit/inspection of Your facility. At Intel’s option or upon Your written demand, such audit will be performed by an independent third party at Intel’s expense and on at least ten working days notice to You. The results of such audit shall be kept confidential by the auditor and, if conducted by a third party, only Your failures to abide by the obligations of this terms & conditions shall be reported to Intel.

5.8 Connectivity. You agree to:

- (i) maintain an email address for Your Company’s primary contact and all other employees who engage with the Program as part of the criteria of membership tier;
- (ii) maintain the ability to access Intel websites;
- (iii) keep secure any password used to access the Intel website and use it only for Your own authorized access to such website;
- (iv) receive all email that Intel sends to You or Your Company and to those employees who engage with the Program as part of the eligibility criteria of membership tier as a member of the Intel Technology Provider Program; and

(v) permit Intel to list your firm name, address and Partner status on a publicly available website and to provide a link to Your Company's website, with a disclaimer that Intel is not responsible for the content on your website.

6.0 PROGRAM BENEFITS AND SERVICES

From time to time, Intel may offer benefits or services, in addition to those specified herein, to members of the Intel Technology Provider Program. Such benefits or services may be governed by separate guidelines, rules, or other terms and conditions. The guidelines, rules, or terms and conditions for a particular benefit or service shall govern that particular benefit or service. A Partner may be eligible to participate in multiple programs when meeting the specific guidelines; however, financial benefits from the programs will not be combined.

7.0 CONFIDENTIAL INFORMATION

In the event You have entered into a Corporate Non Disclosure Agreement ("CNDA") with Intel, the terms of that CNDA shall apply to any confidential information (as defined in the CNDA) exchanged between us.

In the event You have not entered into a CNDA the following shall apply:

Intel's "Confidential Information" includes:

- (i) tangible information of Intel's that is labeled "confidential" or "Intel Confidential", and
- (ii) orally communicated information that relates to or is embodied in a tangible document that is labeled as stated in (i).

At all times, title or the right to possess Confidential Information remains with Intel. Confidential Information may be disclosed to Your Company at training events and through other means. Certain Intel Technology Provider Program benefits may require additional confidentiality terms as a condition of participation. The terms below control Intel's Confidential Information disclosed through the Intel Technology Provider Program and survive termination or expiration of these Terms and Conditions and your membership. You agree to do and/or comply with the following terms:

7.1 Maintain Confidential Information. Maintain Confidential Information with at least the same degree of care that You use to protect Your Company's own confidential and proprietary information, but with at least a reasonable degree of care under the circumstances.

7.2 No Disclosure. Do not disclose any Confidential Information to any third parties except to Your Company employees who have a need to know the information to do their jobs. Before disclosing Confidential Information to Your Company's employees, train them on these contractual obligations of confidentiality and obtain their agreement to comply with them. You are responsible for compliance of Your Company's employees with these contractual obligations.

7.3 Copies. Do not make copies of Confidential Information except as necessary for Your Company employees that have a need to know; all copies must be marked "Intel Confidential".

7.4 Duration. Maintain the confidentiality of Confidential Information for at least two (2) years from the date it was disclosed to You unless it is:

- (i) rightfully in the public domain,
- (ii) rightfully received from a third party without any obligation of confidentiality,
- (iii) rightfully known to You without any limitation on use or disclosure prior to its receipt from Intel, or
- (iv) generally made available to others by Intel without restriction on disclosure.

You agree to return or destroy all or part of Confidential Information, including any copies, at Intel's request, and confirm Your compliance with such request.

8.0 TERM, CHANGES, AND TERMINATION

8.1 Term. These Program Terms and Conditions will be effective from the "Effective Date." You will receive written or electronic notice from Intel stipulating the date your membership becomes effective ("Effective Date") within the applicable calendar year. **If You are a Gold or Platinum Partner**, Your tier status will expire on the last

day of that calendar year, unless earlier terminated pursuant to Program Terms and Conditions below. Annually, Intel will review your tier status and may extend the term for an additional year, provided that You have met the conditions for tier level status in the Program and are otherwise in compliance with these terms and conditions. **If You are a Registered Partner**, Your membership will continue until terminated pursuant to Program Terms and Conditions.

8.2 Changes to Intel Technology Provider Program. At any time after providing notice, Intel in its sole discretion may:

- (i) add new Intel Technology Provider Program levels,
- (ii) cancel all or any of the Intel Technology Provider Program levels, or
- (iii) change, modify, or discontinue part or all of the Intel Technology Provider Program, benefits, or services.

It is Your responsibility to review these Terms and Conditions at least once a year or sooner if Intel notifies You of a change in the Terms and Conditions. You agree that Your continuing participation in, or access to, the Intel Technology Provider Program after any changes or modifications constitutes Your acceptance of the Terms and Conditions as modified.

8.3 Probation. Intel may place You on Probation if:

- i) You fail to maintain adherence to these Terms and Conditions, or any applicable CTLA, or the Logo Usage Guidelines.

8.4 Definition of Probation. “Probation” is a period of time of up to 90 days during which you may not be eligible for Program Benefits. During this period You must take action to correct deficiencies brought to your attention. If deficiencies continue at the end of the Probation, You may be terminated from the Intel Technology Provider Program. Application for re-entry to the Intel Technology Provider Program will not be considered until six (6) months after the date of termination. Re-entry will be at Intel’s sole discretion.

8.5 Limited Status. Intel may place You in Limited Status if You fail to verify and update Your Company profile information as required in Section 5.4 above.

8.6 Definition of Limited Status. Limited Status becomes activated if You have not updated Your Company Profile during the 3-month annual renewal period. “Limited Status” is a period of time of up to 9 months during which you will not be eligible to exercise your Program Benefits, including Flex+ points (although such points will continue to accrue during that time). During this period You must take action to update Your Company Profile. If Your Company Profile has not been updated at the end of the Limited Status period, You may be made inactive in the Intel Technology Provider Program.

8.7 Terminate Membership or Change Membership Program – Intel. Intel may terminate Your membership in the Intel Technology Provider Program, or change Your membership from one level to another at any time with notice, in accordance with these Terms and Conditions and with Intel’s criteria for eligibility for the Intel Technology Provider Program and its levels, which shall be set at Intel’s sole discretion. Conduct that constitutes cause for termination includes, but is not limited to:

- (i) Application for membership, including program profile questions, contains incorrect or falsified information;
- (ii) Obtaining or attempting to obtain benefits or services through deceptive, fraudulent or other illegal means;
- (iii) Engaging in the creation, sale or offer for sale, of any remarked, counterfeit, altered, tampered or repackaged Intel products or submitting any such product for replacement by Intel;
- (iv) Maintaining or applying for multiple or duplicate membership accounts;
- (v) Failure to comply with any of the membership requirements;
- (vi) Breaching or failing to comply with any provision of these Terms and Conditions (e.g., failure to update your business profile); or
- (vii) Breaching or failing to comply with any provision contained in the CTLA and/or Logo License Agreements, if applicable.
- (viii) Failure to comply with any other provisions applicable to You as an Intel Technology Provider Program member.

8.8 Terminate Membership – Program Partner. You may voluntarily terminate Your membership at any time by providing written notice to the Intel Technology Provider Program administrator.

8.9 Effect of Termination. Upon termination, all rights granted under these Terms and Conditions and any applicable Trademark License Agreements and Logo License Agreements shall immediately terminate, and You shall immediately comply with all termination obligations specified in any such CTLA or Logo License Agreement.

8.10 Upgrade. Intel will evaluate your eligibility to upgrade Your membership status either from Registered to Gold or Gold to Platinum. All upgrades are subject to the membership criteria in effect at that time for the new membership level and require confirmation by Intel. Upgrades to the Platinum level require manual validation; it may be several months before Your Company is activated as a Platinum partner.

8.11 Downgrade. ON AN ANNUAL BASIS, IF YOU NO LONGER MEET THE MINIMUM REQUIRED CRITERIA FOR YOUR CURRENT LEVEL, YOU WILL NOT BE RENEWED AT YOUR CURRENT MEMBERSHIP STATUS, AND YOU WILL BE RE-ASSIGNED, OR DOWNGRADED, TO THE APPROPRIATE QUALIFYING LEVEL OF MEMBERSHIP WITHOUT NOTICE IF APPROPRIATE. YOU WILL STILL BE REQUIRED TO MEET THE DOWNGRADED LEVEL'S REQUIREMENTS. (HOWEVER, YOU WILL NOT BE REQUIRED TO RE-ACCEPT THESE TERMS AND CONDITIONS OR, IF APPLICABLE, THE CTLA.

9.0 OTHER TERMS, CONDITIONS AND NOTICES

9.1 No Endorsement. You acknowledge that Intel makes no claims on behalf of Your Company as to the quality of products or services You offer. You shall make no claims that Intel endorses Your products or services.

9.2 Member Web Site and Password. You must have a password to access certain parts of the Intel Technology Provider Program website. You shall keep Your password secure and confidential and use it only for Your authorized access to the Intel Technology Provider Program website. You are solely responsible for all activities that occur with Your password. You shall notify Intel immediately of any actual or suspected unauthorized use of Your password. Intel is not responsible for any consequences that result from any unauthorized use of Your password. Direct any questions or problems with Your password or the website to: www.Intel.com/reseller or <http://technologyprovider.intel.com>.

9.3 Counterfeit and Remarketed Products. You will not alter the functionality of, overclock, or remark any Intel product. You will not purchase, use, sell, broker, or promote the sale of remarked, altered, or counterfeit Intel products. Any product returned to Intel that Intel believes has been altered in an unlawful manner may be delivered to law enforcement authorities for prosecution. You shall not repackage an Intel product or any other product in Intel product packaging for resale, nor will You alter or tamper with any Intel product packaging.

9.4 Content and Software Available on Intel's Web Sites. Intel maintains websites for the Intel Technology Provider Program. Provisions contained under the "Legal Notices" link on that website apply to materials on Intel's websites. Software that may be downloaded from an Intel website is the copyrighted work of Intel or its suppliers. You agree to use any such software in compliance with the terms of an end user license agreement, if any.

9.5 Intel Technology Provider Program Privacy Statement.

At certain times, Intel may work with other technology ecosystem vendors to deliver new programs and value to Intel Technology Provider Program Members. You agree that Intel may collect information on the volume and types of products of Intel and ecosystem vendors that you purchase from those ecosystem vendors participating in these programs and use or share the information collected with the participating vendors, participating distributors and/or third party service providers supporting those programs.

9.6 Third Party Content and Websites. The Intel Technology Provider Program Website may contain content of, and links to, the websites of third parties. You acknowledge and agree that Intel shall have no responsibility or liability whatsoever for any statement, advertising or other marketing material of resellers of product, including Intel Authorized Distributors or vendors or any other third party appearing on the Website or websites that may be linked from the Intel Technology Provider Program Website.

9.7 Disclaimers. THE INTEL TECHNOLOGY PROVIDER PROGRAM WEBSITE, INCLUDING WITHOUT LIMITATION, ANY INFORMATION, TEXT, GRAPHICS, LINK OR OTHER ITEM CONTAINED ON THE WEBSITE AND THE PRODUCTS AND SERVICES PROVIDED ON OR THROUGH THE WEBSITE ARE PROVIDED AT NO CHARGE FOR YOUR CONVENIENCE, WITH NO WARRANTY WHATSOEVER FROM INTEL AND ITS SUPPLIERS. , INTEL DISCLAIMS ANY AND ALL WARRANTIES EXPRESSED, IMPLIED, OR OTHERWISE, WITH RESPECT TO THE WEBSITE, AND THE MATERIALS AND THE SERVICES PROVIDED ON OR THROUGH THE WEBSITE, INCLUDING ANY WARRANTY OF MERCHANTABILITY, SATISFACTORY QUALITY, OR FITNESS FOR A PARTICULAR PURPOSE OR ANY WARRANTY OF NONINFRINGEMENT. IN ADDITION, INTEL DOES NOT WARRANT THE CONTINUOUS OR UNINTERRUPTED ACCESS TO THE WEBSITE OR THE OPERATION, FUNCTIONALITY, OR AVAILABILITY OF THE WEBSITE, OR THAT THE WEBSITE WILL BE VIRUS FREE, OR THAT ANY DEFECTS IN THE WEBSITE WILL BE CORRECTED.

9.8 No Damages. IN NO EVENT SHALL INTEL OR ITS SUPPLIERS HAVE ANY LIABILITY TO YOU FOR DAMAGES OF ANY NATURE WHATSOEVER (DIRECT, INDIRECT, SPECIAL OR CONSEQUENTIAL). INCLUDING WITHOUT LIMITATION, LOST PROFITS, LOSS OF DATA, INTERRUPTION OF BUSINESS, OR COSTS OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, WHETHER UNDER THEORY OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE ARISING FROM OR ASSOCIATED IN ANY WAY WITH THE WEBSITE OR YOUR USE OF THE WEBSITE TO PURCHASE COMPONENTS, SOFTWARE AND/OR SERVICES FROM PARTICIPATING INTEL AUTHORISED DISTRIBUTORS AND/OR PARTICIPATING VENDORS OPERATING ON OR THROUGH THE INTEL TECHNOLOGY PROVIDER PROGRAM WEBSITE, EVEN IF INTEL IS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, AND AS A CONSEQUENCE SOME OF THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU.

9.9 FCPA. You agree to adhere to the United States' Foreign Corrupt Practices Act ("FCPA") and other laws and regulations governing anti-corruption in your jurisdiction. You warrant that none of your employees, officers, or principals are officials or representatives of any government, or are candidates for such positions. In conformity with the FCPA and Intel's established corporate policies regarding foreign business practices, you represent and warrant that your employees, agents and representatives will not directly or indirectly make any offer, payment, promise to pay, or authorize payment, or offer a gift, promise to give, or authorize the giving of anything of value for the purpose of influencing an act or decision of an official of any government (including a decision not to act) or inducing such a person to use his influence to affect any government act or decision in connection with Intel's business. You warrant that no payment by Intel to you will be transferred to any government official, candidate or political party. Intel will terminate this Agreement immediately for cause if it reasonably believes that You have violated the FCPA or other similar laws and regulations in your jurisdiction.

10.0 GENERAL PROVISIONS

10.1 Variations. The implementation and administration of the Intel Technology Provider Program may vary from country to country.

10.2 Assignment. Membership is not transferable or assignable. Intel may assign or delegate its rights and/or obligations, in part or in whole, under these Terms and Conditions to any of its subsidiaries that are wholly owned directly or indirectly by Intel.

10.3 Order of Priority. The English language version of these Terms and Conditions shall prevail over any translations of them. The terms of any trademark license agreement(s) shall prevail over these Terms and Conditions with respect to the subject matter of the trademark license agreement. Intel's standard terms and conditions of sale shall govern any purchase or redemption of credits for Intel products made between You and Intel and shall prevail over any other agreements unless in writing and signed by an authorized representative of Intel.

10.4 Waiver. Failure to enforce any of these Terms and Conditions shall not constitute a waiver of such terms, nor affect their enforceability.

10.5 Modifications. These Terms and Conditions may not be modified except in writing signed by authorized representatives of both parties. Notwithstanding the foregoing, Intel may, in its sole discretion, alter, revise, amend

or cancel the Intel Technology Provider Program and/or Program Benefits and these Terms and Conditions, which shall be effective upon notification unless a different time is stated. Posting changes on the Intel website and/or sending email shall be deemed notice to You of such changes.

10.6 Compliance with Laws. You shall comply, at your own expense, with all statutes, regulations, rules, ordinances, and orders of any governmental body, department, or agency, applicable to the performance of your obligations hereunder.

10.7 Severability. If any provision of these Terms and Conditions is determined by a court of competent jurisdiction to be invalid, illegal or unenforceable, such determination shall not affect the validity of the remaining provisions unless Intel determines in its discretion that the court's determination causes these Terms and Conditions or the Intel Technology Provider Program to fail in any of its essential purposes.

10.8 Entire Agreement. These Terms and Conditions and any documents referred to in these Terms and Conditions contain the entire understanding between You and Intel with respect to the Intel Technology Provider Program hereof and merge and supersede all prior and contemporaneous channel program terms and conditions. If any provision of these Terms and Conditions is determined by a court of competent jurisdiction to be invalid, illegal, or unenforceable, such determination shall not affect the validity of the remaining provisions.

10.9 Governing Law and Forum. Any claim arising under or relating to the Intel Technology Provider Program, its materials, or its websites, excluding any claims arising under or related to the CTLA, shall be adjudicated in the following forums and governed by the following laws: For the United States of America, Canada, and Latin America including Mexico, the forum shall be Santa Clara, California, USA and the applicable law shall be that of the State of Delaware, without reference to its conflict of law principles. For the Asia Pacific Region, the forum shall be Singapore and the applicable law shall be that of Singapore. For Japan, the forum shall be the Tokyo District Court and the applicable law shall be that of Japan. For Europe and the rest of the world, the forum shall be the Courts of England and the applicable law shall be that of England and Wales.

10.10 Export Regulations. You agree to refrain from exporting, either directly or indirectly, any product, service or technical data or system incorporating such items without first obtaining any required license or other approval from the U. S. Department of Commerce or other applicable agency of the United States Government. If any product is exported from the United States or re-exported from a foreign destination, You shall ensure that the distribution and export/re-export or import of the product complies with all laws, regulations, orders, or other restrictions of the U.S. Export Administration Regulations and the appropriate foreign government.

10.11 Limitation of Liability. NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR LOSS OF PROFITS, USE OR BUSINESS OR FOR ANY SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. Intel shall not be liable to any Intel Technology Provider Program Member if an Intel employee or any other party acting on behalf of Intel or acting on behalf of a Program Member accesses or updates the personal and/or business profile information of the Program Member(s).

10.12 Rebates and Benefits offered in the Intel Technology Provider Program are not conditioned on any exclusivity or market share commitment. Furthermore, nothing in this Agreement shall prevent either Party from entering into similar arrangements with third parties.