

## Channel Trademark License Agreement

### for Intel Logo and Intel Promotional Materials

This license is mandatory and required in order to allow You to use and affix Intel Logo Labels and/or On-Screen Logos to all Qualifying Licensee Products and/or Platform Compliant QLP as defined below in the manner and subject to the CTLA Terms & Conditions, specified in this Agreement. Use by any person or company of the Logo Labels and/or On-Screen Logos supplied by Intel is not authorized and constitutes an infringement of Intel's exclusive rights in Intel Trademarks unless You, the Dealer and/or System Integrator (hereafter "You" "Your" and/or "Licensee"), have accepted and acknowledged the terms below and have provided the required contact information. This license is not valid unless and until You receive notification from Intel of Your acceptance into the relevant Associated Program. You may print out a copy of this agreement for Your records.

All prior Boxed Processor Intel Inside logo trademark licenses (also known as BPTLA) and any amendments are terminated and superseded by the terms of this Agreement and the CTLA Terms & Conditions.

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#### 1. Definitions:

1.1. "Associated Program" shall mean the Intel Channel Partner Program, Reseller Program, and any other Channel Marketing Program Intel has or may implement in the future that is associated with this Agreement.

1.2. "Computer Products" shall mean a PC, notebook computer, mobile computing system, laptop computer, workstation, server, or other computer product as defined in the CTLA Terms & Conditions.

1.3. "CTLA Terms & Conditions" shall mean the Terms & Conditions associated with this Agreement that may be amended by Intel, at any time, in Intel's sole discretion. It is acknowledged and agreed that the CTLA Terms & Conditions will be periodically modified by Intel, including but not limited to when Intel introduces new products and new Licensed Logos that are subject of this Agreement and that You have the obligation to ensure that You are in compliance with the CTLA Terms & Conditions below and available through the Intel Reseller website. By continuing to participate in the Associated Program, You affirmatively acknowledge and accept the new and revised CTLA Terms & Conditions.

1.4. "In-Store Promotional Material" shall mean promotional material created by You using and displaying a Licensed Logo in accordance with this Agreement and the CTLA Terms & Conditions solely for use in Your store and/or facility such as s flyers, wall posters, demonstration kiosks, and shelving for Qualifying Licensee Product, as well as store signage prepared and/or approved of by Intel.

1.5. "Intel Trademarks" shall mean the INTEL<sup>®</sup>, PENTIUM<sup>®</sup>, Pentium<sup>®</sup> Inside<sup>™</sup>, CELERON<sup>®</sup>, Celeron<sup>®</sup> Inside<sup>™</sup>, XEON<sup>®</sup>, Xeon<sup>®</sup> Inside<sup>™</sup>, ITANIUM<sup>®</sup>, Itanium<sup>®</sup> Inside<sup>™</sup>, Intel<sup>®</sup> Core<sup>™</sup>, Core<sup>™</sup> Inside<sup>™</sup>, Intel<sup>®</sup> Centrino<sup>®</sup>, Intel<sup>®</sup> ViiV<sup>™</sup>, Intel<sup>®</sup> vPro<sup>™</sup> word marks and logos, the Licensed Logos, On-Screen Logos, and Logo Labels, and any other Intel owned trademark and any other mark that Intel may adopt that is the subject of this Agreement and/or CTLA Terms & Conditions.

1.6. "Intellectual Property Rights" means copyright, trademark, trade name, and other similar intellectual property rights.

1.7. "Licensed Logos" shall mean the Processor Logos and Platform Logos as shown in the CTLA Terms & Conditions.

1.8. "Licensed Materials," shall mean any advertising, promotional, and/or merchandising materials and artwork prepared and provided to You by Intel. Licensed Materials may or may not display Intel Trademarks, and may or may not be provided to You by Intel, in Intel's sole discretion.

1.9. "Logo Labels" means the stickers provided by Intel displaying the Licensed Logos.

1.10. "On-Screen Logo" shall mean the Licensed Logo that can be displayed on the computer screen and/or computer monitor upon start-up of a Qualifying Licensee Product and/or Platform-Compliant QLP.

1.11. "Platform-Compliant Qualifying Licensee Product" or "Platform-Compliant QLP" shall mean Qualifying Licensee Products that comply with the Required Platform Components and pass any relevant verification/validations tests set forth in the CTLA Terms & Conditions to enable the use and/or display of a Platform Logo.

1.12. "Platform Logo" shall mean a logo for use solely with Platform Compliant QLP.

1.13. "Processor Logo" shall mean the Intel trademark logo incorporating the name, mark, and/or brand of a Qualifying Intel Processor.

1.14. "Qualifying Intel Processor" shall mean any designated Intel processors manufactured by Intel and bearing their original Intel branding and factory markings, including the Intel<sup>®</sup> Core<sup>™</sup>, PENTIUM<sup>®</sup>, CELERON<sup>®</sup>, XEON<sup>®</sup>, and ITANIUM<sup>®</sup> processors. Designated Intel processors can be found at the Intel Reseller website specified in the CTLA Terms & Conditions. Processors manufactured by a party other than Intel, counterfeit processors, and/or Intel processors that have had their branding, speed designations or other factory markings altered (remarked) by any party other than Intel (collectively "Noncompliant Processors") are not "Qualifying Intel Processors".

1.15. "Qualifying Licensee Product(s)" shall mean Computer Products under Your brand, model or SKU based exclusively on Qualifying Intel Processors for which all of the systems represented by that brand, model or SKU name contain the Qualifying Intel Processor.

1.16. "Required Platform Components" shall mean the unique computing components and/or criteria required for each Platform Logo, details of which are located in the CTLA Terms & Conditions.

1.17. "Usage Guidelines" shall mean the rules and guidelines pertaining to the proper use of Intel Trademarks including, but not limited to the Trademark Golden Rules and Trademark Usage Guidelines located at the URL indicated in the CTLA Terms & Conditions, and any other guidelines set forth in this Agreement, and/or the CTLA Terms & Conditions.

2. **License Grant:** Intel Corporation hereby grants and You accept a worldwide, non-exclusive, non-transferable, royalty-free, revocable license to use and display the Licensed Logos to market, advertise, promote, sell and distribute Qualifying Licensee Products and Required Platform Components on advertising and promotional collateral materials and websites in accordance with

the terms of this Agreement, and the CTLA Terms & Conditions. Intel further grants You a worldwide, non-exclusive, non-transferable, royalty-free, revocable license to use and display the Licensed Materials and promotional material created by You containing Intel Trademarks, including In-Store Promotional Material solely to advertise and promote Qualifying Licensee Products and Platform Compliant QLP in accordance with instructions provided by Intel. No other right, title, or license is granted hereunder.

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### **3. Limitations on License and Proper Use of Logo Labels and Intel Trademarks:**

3.1. You agree to use the Logo Labels and Intel Trademarks in accordance with this Section 3, and in accordance with any additional Usage Guidelines that may be provided to or made available to You by Intel, including but not limited to the Trademark Usage Guidelines located on Intel's website at the URL shown in the CTLA Terms & Conditions.

3.2. You agree to always use an Intel Trademark accompanied by an appropriate noun as shown in the Trademark Usage Guidelines. You further agree that You shall not use any Intel Trademark as a noun and that You shall not pluralize, make possessive, abbreviate, or join any Intel Trademark to other words, symbols, or numbers, either as one word or with a hyphen.

3.3. You shall always use the proper spelling and the proper trademark symbol for the Intel Trademarks in accordance with the Intel Trademark Usage Guidelines and/or in accordance with the CTLA Terms & Conditions.

3.4. You shall attribute ownership of all Intel Trademarks to Intel by using the <sup>TM</sup>, <sup>SM</sup>, or ® symbol (as indicated in the Trademark Usage Guidelines) and by using the following trademark attribution in the shipping documents and user manuals for all Qualifying Licensee Product: *"Intel, the Intel Logo, and all other Intel Trademarks used or referenced are trademarks or registered trademarks of Intel Corporation or its subsidiaries in the United States and other countries."* For the trademark symbol, the superscript or subscript mode is preferred, but if it is not available, use parentheses: (TM), (SM) or (R).

3.5. You may use the Logo Label by affixing it to Qualifying Licensee Products by placing the Logo Label only on the front bezel of Qualifying Licensee Products in a place where the Logo Label is surrounded by at least three (3) centimeters of clean space.

3.6. You may not incorporate Your and/or any other third party mark into any Intel Trademark nor may You integrate any Intel Trademark into any of Your own trademarks, logos, or designs. You shall not alter, make puns on, or modify the Intel Trademarks in any way, nor may You use and/or adopt any marks or logos that are confusingly similar to or that dilute any Intel Trademarks.

3.7. You shall not use, register, or apply to register any mark, name, and/or designation in the format of "\_\_\_\_INSIDE" for any product and/or service. Nor shall You use, register, or apply to register any logo incorporating a swirl or broken circle identical or similar to the INTEL logo circular swirl.

3.8. You shall not use any Intel Trademark in any manner that creates confusion as to the source, sponsorship, or association of Your products and/or site or facility with Intel or, that in any way indicates to the public that You are a division or affiliate, or franchise of Intel or otherwise related to Intel. You may not use or display any Intel Trademarks on Your invoices, bills, shipping memos,

letterhead, and/or nametags/company badges and You may not incorporate any Intel Trademarks into any company name or product name.

3.9. Unless expressly authorized by this Agreement or the CTLA Terms & Conditions, You shall not manufacture, design, reproduce, remark, counterfeit, copy, modify, distribute, or sell any Logo Labels or allow others to do so including alterations or modifications of the INTEL mark, logo, Logo Label, and/or format, and or any other Intel Trademark. You shall not re-use, copy, modify, and/or counterfeit packaging associated with any Intel product, nor shall You remark and/or counterfeit any Intel product. To do so will constitute a material breach of this Agreement and Associated Program and Intel shall have the right to terminate this Agreement and Your Associated Program membership. Intel further reserves all rights to pursue any and all remedies available to it as a result of Your selling and/or manufacturing any remarked, counterfeited, copied, re-used, modified Logo Label, Intel Trademark, Intel product, and/or Intel product packaging.

3.10. You shall not use Logo Labels and/or On-Screen Logos obtained from any source other than Intel or an Intel authorized fulfillment process.

3.11. You shall not use any Intel Trademarks on any promotional material created by You, including In-Store Promotional Material in close proximity to non Qualifying Licensee Product unless it is completely clear that the Intel Trademark is being used and associated solely with the appropriate Qualifying Licensee Product. You agree to take all steps necessary to avoid creating the false impression that Intel is in any way the source, sponsor, or licensor of any product that is not a Qualifying Licensee Product.

3.12. You shall not use or display any Intel Trademarks in any manner that may disparage Intel, its products or services, or for promotional goods or for products which, in Intel's sole discretion may diminish or otherwise damage Intel's goodwill in any Intel Trademarks, including but not limited to uses which could be deemed to be obscene, pornographic, excessively violent, or otherwise in poor taste or unlawful, or which purpose is to encourage unlawful activities.

3.13. Notwithstanding any of the foregoing, You are not prohibited from making textual, non-logo use in advertising, promotional materials, and invoices of Intel product names (e.g., Pentium® processor) to refer to Intel products that You are selling, so long as such product names are used properly as trademarks with the appropriate trademark symbol and attribution legend as required by this section 3, the CTLA Terms & Conditions, and the Usage Guidelines.

#### **4. Product Quality:**

4.1. You may affix Logo Labels and On-Screens Logos only in connection with Qualifying Licensee Products and/or Platform Compliant QLP that meet or exceed the quality and performance standards customary in the industry. You are prohibited from affixing Logo Labels and/or On-Screen Logos to (a) Computer Products that do not contain the associated Qualifying Intel Processors that corresponds to the Logo Label, and/or (b) Computer Products that do not contain any Intel processors, and/or (c) Computer Products that You did not design, manufacture, or assemble.

4.2. You may use the Platform Logo only with Platform Compliant QLP. In order for You to qualify a system as a Platform Compliant QLP, You will be required to meet the Required Platform Components and to do some or all of the following:

4.2.1. Run an Intel-provided software Verification Tool on at least one representative system. (A representative system is one for which all of the systems represented by that brand, model or SKU name contain the Required Platform Components).

4.2.2. Upload passing test results to a designated Intel-maintained database.

4.2.3. Comply with the CTLA Terms & Conditions and other specific requirements of a Platform Logo that are communicated by Intel from time to time. Specific requirements for each Platform Logo can be found in the CTLA Terms & Conditions and the specified URL.

4.2.4. You shall not use the Platform Logo on or in association with any non-Platform Compliant QLP. Qualifying Licensee Products that do not contain the Required Platform Components but do contain a Qualifying Intel Processor should display the appropriate Processor Logo and are not eligible to display a Platform Logo. Similarly, Qualifying Licensee Products that contain the Required Platform Components but have not passed the required verification tests or meet other requirement of Platform Compliant QLP may not display the Platform Logo, but may display the appropriate Processor Logo.

4.3. You hereby warrant and represent that:

4.3.1. You shall not alter the functionality of, or remark, any Intel processor and/or component.

4.3.2. You shall comply with all applicable laws and regulations in the manufacture, assembly, marketing, and sale of Qualifying Licensee Products and/or Platform Compliant QLP to which You affix the Logo Label and/or On-Screen Logo.

5. **Right to Inspect:** Intel shall have the right to review, inspect, test, and/or validate any Qualifying Licensee Product and/or Platform Compliant QLP to determine whether it is a quality product and whether it meets the definition of Qualifying Licensee Product and/or Platform Compliant QLP in accordance with this Agreement and the CTLA Terms & Conditions. Intel shall have the right and be given the opportunity to make random checks of the quality of the Qualifying Licensee Products and/or Platform Compliant QLP and, upon request by Intel, You shall submit a computer sample to Intel for validation to confirm compliance with these quality standards. You agree to make any modification requested by Intel to ensure compliance with this Agreement and the CTLA Terms & Conditions. Intel shall have the right to inspect Your In-Store Promotional Materials, as well as Your manufacturing and sales premises, to ensure that You are in full compliance with Your obligations under this Agreement and the CTLA Terms & Conditions.

## 6. **Protection of Interest:**

6.1. Acknowledgment of Rights: You acknowledge Intel's exclusive Intellectual Property Rights in the Licensed Materials and the Intel Trademarks, and all goodwill associated therewith, and acknowledge that any and all use of the Licensed Materials, and/or Intel Trademarks by You inures solely to the benefit of Intel. You shall not challenge Intel's exclusive Intellectual Property Rights in and to the Licensed Materials and Intel Trademarks. You shall not do anything that might harm the reputation or goodwill of Intel or Intel Trademarks. You shall take no action inconsistent with Intel's rights in the Licensed Materials and Intel Trademarks. If at any time You acquire any rights in, or registration(s) or application(s) for the Licensed Materials or any Intel Trademarks by operation of law or otherwise, You will immediately and at no expense to Intel assign such rights, registrations, or applications to Intel, along with any and all associated goodwill.

6.2. Enforcement: In the event You become aware of any unauthorized use of the Licensed Materials or Intel Trademarks by a third party, You shall promptly notify Intel in writing, and shall cooperate fully, at Intel's expense, in any enforcement of Intel's rights against such third party. The right to enforce Intel's rights in the Licensed Materials, and Intel Trademarks rests entirely with Intel and shall be exercised in Intel's sole discretion; You shall not commence any action or claim to enforce Intel's rights in the Licensed Materials and/or Intel Trademarks.

7. **Indemnity:** Licensee agrees to indemnify, defend and hold Intel harmless from all loss, cost, liability and expense incurred by Intel and any of its subsidiaries or affiliated entities which arise out of a claim concerning Licensee's design, manufacture, use, marketing, promotion, or sale of Qualifying Licensee Products and/or Platform Compliant QLP, except where such claims arise solely and directly from the Qualifying Intel Processor or other Intel components used in accordance to Intel specification. Intel agrees to provide Licensee with prompt notice of any such claims and shall provide Licensee with reasonable assistance (at Licensee's expense) in the defense or settlement of such claims.

8. **DISCLAIMER BY INTEL:** THE INTEL TRADEMARKS AND LICENSED MATERIALS ARE PROVIDED "AS-IS" AND WITHOUT ANY REPRESENTATION OR WARRANTY OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF NONINFRINGEMENT OR OF THE VALIDITY OF INTEL'S RIGHTS IN THE INTEL TRADEMARKS AND/OR LICENSED MATERIALS IN ANY COUNTRY, AND INTEL DISCLAIMS ANY AND ALL WARRANTIES AND/OR INDEMNITIES THAT MIGHT OTHERWISE BE IMPLIED BY APPLICABLE LAW.

9. **LIMITATION OF LIABILITY:** NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

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10. **Term and Termination:**

10.1. Term: This Agreement shall remain in effect until its expiration or termination as provided herein or as provided in the CTLA Terms & Conditions or the Terms and Conditions of an Associated Program.

10.2. Expiration: This Agreement will expire in the event that You cease to do business for any reason or if any of the information provided by You changes for any reason without notification to Intel. Fraudulent, misleading, or inaccurate information provided to Intel in executing this Agreement or Associated Program enrollment may result in immediate termination of this Agreement and of membership in the relevant Associated Program.

10.3. Termination: Either party may terminate this Agreement with or without cause upon thirty (30) days advance notice. Either party may immediately terminate this Agreement for breach by the other party upon notice. Opportunity to cure the breach may be given, but is not required under this Agreement.

10.4. Effect of Expiration or Termination: Upon any termination or expiration of this Agreement, You shall immediately cease all use of the Licensed Logos, promotional material created by You containing Intel Trademarks, including In-Store Promotional Materials, and Licensed Materials, even if You continue to receive Logo Labels and or Licensed Materials from Intel after termination or expiration.

10.5. Continuing Obligations: Obligations of the parties under the provisions of 1, 3.7, 5, 6, 7, 8, 9, 10.4, and 11 shall remain in force notwithstanding the termination or expiration of this Agreement.

11. **General Obligations:**

11.1. Assignment. This Agreement shall be binding upon and inure to the benefit of the successors and permitted assigns of the parties hereto. The rights granted to You hereunder are

personal, and You may not assign this Agreement or any right or obligation hereunder, whether in conjunction with a change in ownership, merger, acquisition, the sale or transfer of all, or substantially all or any part of Your business or assets or otherwise, either voluntarily, by operation of law, or otherwise, without the prior written consent of Intel, which Intel may give or withhold in its sole discretion. Any such purported assignment or transfer shall be deemed a material breach of this Agreement and shall be null and void.

11.2. Choice of Law and Jurisdiction. In the US, this Agreement and all actions for the breach thereof will be governed, construed, and interpreted in accordance with the laws of the State of Delaware without regard to or application of choice of law rules or principles. The parties further acknowledge and agree that any non-contractual cause of action that either party may assert, including but not limited to trademark infringement, trademark dilution, passing off, false designation of origin, unfair competition and other non-contractual causes of action, will be governed by U.S. federal law and the law of the State of California. Any dispute arising out of this Agreement shall be brought in, and the parties consent to personal and exclusive jurisdiction of and venue in the Federal District Court in San Jose, California.

11.2.1 For Countries other than the United States (except the Russian Federation): The validity, construction and performance of this Agreement shall be governed by the laws of Your country without reference to conflict of laws principles. Any dispute arising out of this Agreement and/or CTLA Terms & Conditions shall be brought in and the parties consent to personal and exclusive jurisdiction of the courts of the relevant country capital or in the jurisdiction of Licensor's authorized legal counsel

11.2.2 For the Russian Federation: The validity, construction and performance of this Agreement shall be governed by the laws of the United States without reference to conflict of laws principles. Any dispute or controversies that may arise out of or in relation to this Agreement and/or CTLA Terms & Conditions shall be resolved by the Arbitration Court in Stockholm, Sweden, in accordance with the rules of procedure of the Arbitration Institute of the Stockholm Chamber of Commerce. The Court's award shall be final and binding on the Parties.

11.3. Equitable Relief. You recognize and acknowledge that Your breach of this Agreement or the CTLA Terms & Conditions will cause Intel irreparable damage, which cannot be readily remedied by monetary damages in an action at law, and may, in addition thereto, constitute an infringement of Intel's Intellectual Property Rights and rights under the laws of unfair competition. Accordingly, in the event of any default or breach by You, including any action by You which could cause some loss or dilution of Intel's goodwill, reputation, or rights in any Intel Trademarks, Intel shall be entitled to an immediate injunction in addition to any other remedies available, to stop or prevent such irreparable harm, loss, or dilution.

11.4. Severability. If any provision of this Agreement 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 courts determination causes this Agreement to fail in any of its essential purposes.

11.5. Waiver. The failure of any party to enforce at any time the provisions of this Agreement shall in no way be construed to be a present or future waiver of such provisions, nor in any way affect the ability of any party to enforce each and every such provision thereafter.

11.6. Relationship of the Parties: No agency, partnership, joint venture, franchise, or employment relationship is created between Intel and You as a result of this Agreement. Neither party is authorized to create any obligation, express or implied, on behalf of the other party.

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

## 12. **Notices and Attachments**

12.1. Notices from Intel to You can be delivered electronically, by mail, fax, delivery service, or in person. General notices to Associated Program participants can be delivered via postings on the relevant Intel website.

12.2. Updates to the CTLA Terms & Conditions may be delivered by Intel electronically, by posting to the relevant Intel website, by mail, fax, delivery services, in person, or in whatever manner Intel may specify in the CTLA Terms & Conditions.

**Entire Agreement:** This Agreement along with the CTLA Terms & Conditions and any and all Usage Guidelines, constitutes the entire agreement between the parties concerning the subject matter hereof and supersedes all previous agreements, proposals (oral or written), all negotiations, conversations, and/or discussions between the parties relating to this Agreement and all past courses of dealing or industry customs. This Agreement may not be modified except in a writing signed by authorized representatives of both parties.

## **Channel Trademark License Agreement CTLA Terms & Conditions**

### **URLs/Websites:**

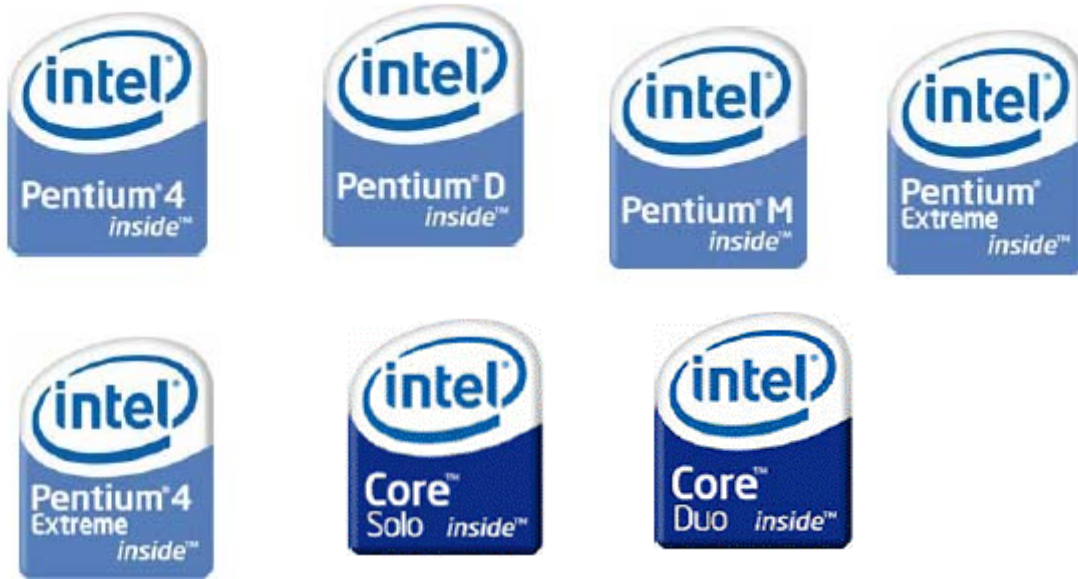
**Intel Reseller website:** <http://www.intel.com/reseller>

Trademark Usage Guidelines: [www.intel.com/intel/legal/tmusage2.htm](http://www.intel.com/intel/legal/tmusage2.htm)

1. **Licensed Logos:** Intel reserves the right to modify and/or change any or all of the Licensed Logos in its sole and absolute discretion.

Processor Logos:





Platform Logos:



## 2. Proper Use Guidelines for Licensed Logos

### 2.1. Platform Logos:

2.1.1. Definitions: In addition to the Definitions set forth in Section 1 of the

Channel Trademark License Agreement (hereafter CTLA), the following Definitions shall apply:

- 2.1.1.1. “Intel Brand with Platform Requirements” shall mean the Intel brand comprised of the processor together with other components as specified by Intel (see Required Platform Components), including hardware, software, and functionality.
- 2.1.1.2. “HT Required Platform Components” shall mean the unique computing components and/or criteria required for the Intel Pentium 4 Processor with HT Technology Intel Brand with Platform Components.
- 2.1.1.3. “HT Extreme Edition Required Platform Components” shall mean the unique computing components and/or criteria required for the Intel Pentium 4 Processor with HT Technology Extreme Edition Intel Brand with Platform Components.
- 2.1.1.4. “HT Representative System” shall mean a Platform Compliant QLP designed, manufactured, and sold by You implementing a particular configuration of the HT Required Platform Components and/or HT Extreme Edition Platform Components. Any change of motherboard or of any one of the HT Required Platform Components and/or HT Extreme Edition Required Platform Components for another component constitutes an additional Representative System.
- 2.1.1.5. “Centrino<sup>®</sup> mobile technology Required Platform Components” shall mean the unique computing components and/or criteria required for the Intel Centrino mobile technology Intel Brand with Platform Components.
- 2.1.1.6. “Centrino<sup>®</sup> mobile technology Representative System” shall mean a Platform Compliant QLP designed, manufactured, and sold by You implementing a particular configuration of the Intel Centrino mobile technology Platform Components. Any change of motherboard or of any one of the Intel Centrino mobile technology Required Platform Components for another component constitutes an additional Representative System.
- 2.1.1.7. “Intel<sup>®</sup> Viiv<sup>™</sup> technology Required Platform Components” shall mean the unique computing components and/or criteria required for the Intel Viiv technology Intel Brand with Platform Components.
- 2.1.1.8. “Intel<sup>®</sup> Viiv<sup>™</sup> technology Representative System” shall mean a Platform Compliant QLP designed, manufactured, and sold by You implementing a particular configuration of the Intel Viiv technology Platform Components. Any change of motherboard or of any one of the Intel Viiv technology Required Platform Components for another component constitutes an additional Representative System.
- 2.1.1.9. “Intel<sup>®</sup> vPro<sup>™</sup> technology Required Platform Components” shall mean the unique computing components and/or criteria required for the Intel vPro technology Intel Brand with Platform Components.
- 2.1.1.10. “Intel<sup>®</sup> vPro<sup>™</sup> technology Representative System” shall mean a Platform Compliant QLP designed, manufactured, and sold by You

implementing a particular configuration of the Intel vPro technology Platform Components. Any change of motherboard or of any one of the Intel vPro technology Required Platform Components for another component constitutes an additional Representative System.

2.1.2. Grant: Subject to the terms and conditions of this Agreement, Intel grants You a worldwide, non-exclusive, non-transferable, royalty free, revocable license to display the Platform Logo solely corresponding to the Intel Brand with Platform Requirements for which You have completed the required training set forth in Section 2.1.8, and for which You have verified a Representative System in accordance with Section 2.1.9. No license is granted to any Platform Logo for which there is no corresponding verified Representative System and/or Platform Compliant QLP.

2.1.3. The HT Required Platform Components are:

- An Intel Pentium 4 processor supporting HT Technology at 2.40C GHz or higher as set forth at <http://www.intel.com/homepage/land/hyperthreading.htm>
- An Operating System with optimizations to support HT technology
- A BIOS that utilizes HT Technology
- And the following Intel chipsets: 875P, 865G, 865PE, 865P, 850E, 845PE, 845GE, 845GV, 845G (except for the A-step version), and E7205
- Any other Intel processor and/or Intel Chipset and/or other component that Intel may specify from time to time in its sole discretion on the intel.com website as being supportive of and an HT Required Platform Component (which as of May 2003 is available at <http://www.intel.com/homepage/land/hyperthreading.htm>).
- Such Platform Compliant QLP provides Hyper-Threading Functionality namely processor thread-level-parallelism resulting in enhanced processing throughput by enabling multiple threads of software applications to run simultaneously on only one processor delivering faster response times for multitasking workload environments.

2.1.4. The HT Extreme Edition Required Platform Components are:

- An Intel Pentium 4 Processor with HT Technology Extreme Edition at 3.20ghz or as otherwise indicated at <http://www.intel.com/go/label>.
- An Operating System with optimizations to support HT technology
- A BIOS that utilizes HT Technology
- And the chipsets as applicable to the HT Required Platform Components and/or other components that Intel may specify from time to time in its sole discretion as indicated in the Required

Components Interchangeability list, which may be accessed at <http://www.intel.com/go/label>.

2.1.5. The Intel Centrino mobile technology Required Platform Components are:

- There are three separate Intel Centrino mobile technology platform brands, Intel Centrino Mobile Technology (with an Intel Pentium M processor), Intel Centrino Mobile Technology (with an Intel Core™ Solo processor), and Intel Centrino Duo Mobile Technology (with an Intel Core Duo processor). You warrant and represent that you will only use the Intel Centrino mobile technology Platform Logo that corresponds with a Platform Compliant QLP (a system with the correct Intel processor and other components).

The Intel Centrino mobile technology (with an Intel Pentium M processor) Required Platform Components and Platform Logo are:



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- An Intel Pentium M processor
- A chipset from the Intel 855 chipset family such as the 855PM, 855GM, or 855GME  
or  
A chipset from the Intel 915 chipset family such as the 915PM, 915GM, or 915GMS
- Intel Pro/Wireless network connection such as the Intel Pro/Wireless 2100 or 2100A, 220BG, or 2915ABG Network Connections.
- Any other Intel processor and/or Intel Chipset and/or other component that Intel may specify from time to time at its sole discretion as being supportive of and a Centrino mobile technology Required Platform Component as indicated in the Required Components Interchangeability list, which may be accessed at <http://www.intel.com/go/label>.

The Intel Centrino mobile technology (with an Intel Core Solo processor) Required Platform Components and Platform Logo are:



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- Intel Core Solo processor
- A chipset from the Intel 945 chipset family such as the 945PM, 945GM, 945GMZ or 945GMS
- Intel Pro/Wireless network connection such as the Intel Pro/Wireless 3945 Network Connections.
- Any other Intel processor and/or Intel Chipset and/or other component that Intel may specify from time to time at its sole discretion as being supportive of and a Centrino mobile technology Required Platform Component as indicated in the Required Components Interchangeability list, which may be accessed at <http://www.intel.com/go/label>.

The Intel Centrino Duo Mobile Technology (with an Intel Core Duo processor) Required Platform Components and Platform Logo are:



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- Intel Core Duo processor
- A chipset from the Intel 945 chipset family such as the 945PM, 945GM, 945GMZ or 945GMS
- Intel Pro/Wireless network connection such as the Intel Pro/Wireless 3945 Network Connections.
- Any other Intel processor and/or Intel Chipset and/or other component that Intel may specify from time to time at its sole discretion as being supportive of and a Centrino mobile technology Required Platform Component as indicated in the Required Components Interchangeability list, which may be accessed at <http://www.intel.com/go/label>.

2.1.6. The Intel Viiv technology Required Platform Components are:

- Intel® Pentium® D processor (950, 940, 930, 920, 840, 830, 820) or Intel® Pentium® Processor Extreme Edition (955, 840) used with any Intel desktop chipset that supports ICH7DH (such as 975X, 955X, 945P,

or 945G)

or

Intel® Core™ Duo Processor (T2600, T2500, T2400, T2300) used with any Intel mobile chipset that supports ICH7MDH (such as 945GT, 945GM)

- Intel® PRO Client LAN 82562 (10/100) or 82573V (GbE) or 82573L (GbE)
- Intel® HD Audio codec
  - Output-SPDIF + Stereo OR 5.1 out RCA connectors OR 5.1 via 1/8 mini jacks
  - Coaxial or Optical for SPDIF.
- IF Wireless card present, must be configured via Microsoft\* Zero Config
- One NCQ enabled SATA Hard Drive.
- Software must be present on the system:

Microsoft\* Windows\* XP Media Center Edition 2005 Update

Rollup 2

Intel® Quick Resume Technology Driver

Intel® Matrix Storage Technology

10/100 or GbE LAN Driver

Graphics Driver (integrated graphics platforms only)

Chipset INF.

- Any other Intel processor and/or Intel Chipset and/or other component that Intel may specify from time to time at its sole discretion as being supportive of and a Intel Viiv technology Required Platform Component as indicated in the Required Components Interchangeability list, which may be accessed at <http://www.intel.com/go/label>.

2.1.7. The Intel vPro technology Required Platform Components are:

- Intel® Core™2 Duo processor (E6300, E6400, E6600, E6700) used with an Intel® Q965 Express Chipset that supports ICH8-DO
- Intel® 82566DM Gigabit Network Connection
- Intel® Active Management Technology firmware version 2.0
- A BIOS that supports Intel® Active Management Technology and Intel® Virtualization Technology
- Software<sup>1</sup> must be present on the system to run verification:

Microsoft Windows\* XP

Microsoft Windows\* XP Professional x64 Edition

Microsoft Windows\* 2000 Professional

<sup>1</sup>Brand requirements do not specify any software. The brand verification tool has been validated on the listed operating systems.

- Any other Intel processor and/or Intel Chipset and/or other component that Intel may specify from time to time at its sole discretion as being supportive of and an Intel vPro technology Required Platform Component as indicated in the Required Components Interchangeability list, which may be accessed at <http://www.intel.com/go/label>.

2.1.8. Training: To be eligible to use Platform Logos, You must successfully complete the on-line training available at the intel.com reseller website and/or otherwise made available to You for the corresponding Intel Brand with Platform Requirements and Intel must have a record of Your having completed the training for the particular Intel Brand with Platform Requirements.

2.1.9. Verification:

Using the Intel-supplied verification tool which may be accessed via <http://www.intel.com/go/label>.

2.1.9.1. Using the Intel-supplied verification tool at <http://www.intel.com/go/label> You must verify a Representative System for each and every Intel Brand with Platform Requirements for which You intend to use the corresponding Platform Logo.

2.1.9.2. You must accept the Brand Terms of Use which are automatically displayed for acceptance upon uploading Your verification results.

2.1.9.3. You must upload the passing test results generated by the Verification Tool to the Platform Verification Database through the Web site at <http://www.intel.com/go/label> for each and every Intel Brand with Platform Requirement for which You intend to use the corresponding Platform Logo.

2.1.9.4. You acknowledge that Your Representative Systems for Intel Brands with Platform Components (for example, an HT, and/or HT Extreme Edition, and/or Centrino mobile technology and/or Intel Viiv technology Representative System) are Platform Compliant QLP designed, manufactured, and sold by You implementing a particular configuration of the respective Required Platform Components. Any change of motherboard or of any one of the Required Platform Component for another requires additional verification. However, consistent with the Intel Interchangeability list which may be accessed via <http://www.intel.com/go/label> You may make certain changes without additional verification as long as You are in compliance with the list.

2.1.9.5. You must comply with other specific requirements for Platform Compliant QLP and/or Intel Brand with Platform Requirements as set

forth in Your CTLA.

- 2.1.10. **Ordering Logo Labels:** Upon completion of the training and verification requirements in Sections 2.1.8 and 2.1.9 respectively, You shall be eligible to order Platform Logos solely for the Intel Brands with Platform Requirements for which You have Platform-Compliant QLP by going to <http://www.intel.com/go/label>.
- 2.1.11. **On- Screen Logo** The Intel Pentium 4 processor with HT Technology Logo may also be displayed as an On-Screen Logo of Platform Compliant QLP solely upon system start up/boot-up and that You shall obtain the On-Screen HT Platform Logo only by executing the Hyper-Threading Technology Branding Tool located at <http://www.intel.com/reseller> which will test and load the HT Platform Logo to Your Platform Compliant QLP. You shall not obtain the HT On-Screen logo in any other way.
- 2.1.12. You warrant, represent, and agree that:
  - 2.1.12.1. Platform Logos shall only be displayed on Platform Compliant QLPs that include all the Required Platform Components for the particular Intel Brand with Platform Requirements.
  - 2.1.12.2. You shall not distribute, sell, and/or give-away any unused Platform Logos. Nor shall You copy, counterfeit, or modify the Platform Logos.
  - 2.1.12.3. Any use and display of the Platform Logos contrary to the CTLA and/or these Terms and Conditions is a material breach of this Agreement and will subject You to termination of this Agreement, Your Associated Program, and any and all other remedies available to Intel.
- 2.2 **In-Store Promotional Materials:** You understand and acknowledge that Processor Logos and Platform Logos may be used to create In-Store Promotional Material as defined by the CTLA as promotional materials using/displaying the Licensed Logos prepared by You for use and display in Your store and/or facility, such as flyers, wall posters, demonstrations kiosks, and shelving. You may only use the Platform Logos on In-Store Promotional Materials as described in the Platform Locked Logos Guidelines, which provide additional rules and specification for using the Platform Logos. Any other use not specified in either Section 3 or in the CTLA Terms & Conditions requires the express written consent of Intel.
  - 2.2.1 In-Store Promotional Material shall **not** include items that can be distributed for use outside of Your facility such as pens, mugs, mouse pads, business cards, badges, letterhead and/or other accessories. You agree that You shall only reproduce the Processor Logo from the Intel supplied Logo sheet, camera-ready, or electronic artwork. You further agree that the Processor Logo shall stand alone in terms of the

commercial impression generated by the particular usage and that it shall not be used in conjunction with, or as a part of, any other mark or design. Your name and brand shall always be displayed on In-Store Promotional Materials in a manner that is larger and more prominently displayed than the Processor Logo.

2.2.2 For store front signage and Flyers, the Processor Logo must be no more than 25% of the size of Your company name as shown on the signage.

### 2.3 **Promotional Materials with Platform Locked Logos:**

2.3.1 “Platform Locked Logos” means Platform Logos with Intel-approved messaging for use by You in promotional materials.

2.3.2 “Platform Locked Logos Guidelines” means the Usage Guidelines for the Intel Platform Locked Logos provided to you by Intel and which govern your use of the Platform Locked Logos. Intel, in its sole discretion, may revise and update the Platform Locked Logos Guidelines from time to time and with thirty (30) days advance notice to you.

2.3.3 Any and all promotional materials created by you, including In-Store Promotional Materials containing Platform Locked Logos must be pursuant to the Platform Locked Logo Guidelines.

2.4 No other use of the Licensed Logos and/or Intel Trademarks is permitted unless approved in writing by Your designated Intel Associated Program contact, or by amendment to this Agreement or any CTLA Terms & Conditions. Any use approved by Your designated Intel Associated Program contact for any Intel Trademark shall be licensed as long as in accordance with the Usage Guidelines, and the CTLA Terms & Conditions.

## 3. **Use of the Intel Program Logos**

3.1. “**Intel Program Logos**” shall mean the Logos as shown in Section 3.9 below.

3.2. “**Intel Channel Partner Program**” shall mean the Intel program for product integrators and/or dealers.

3.3. “**Intel Program Logo Certificate**” shall mean the certificate of membership in the Intel Channel Partner Program provided to You by Intel bearing the relevant Intel Program Logo.

3.4. “**Intel Program Logo Sticker**” shall mean the in-store window sticker displaying the Intel Program Logo provided to You by Intel.

### **3.5. Intel Program Logo License Grant and Limitations On License Grant:**

3.5.1. **Grant:** Intel hereby grants and You accept a worldwide, non-exclusive, non-transferable, royalty-free, revocable license to (a) use the applicable Intel Program Logo on materials and in media specified in the Usage Guidelines for the Intel Program Logo solely to promote the sale of and to sell Intel architecture-based products and solutions and (b) use the Licensed Materials solely to promote the sale of and to sell Intel architecture-based products and solutions. No other right, title, or license is granted hereunder.

3.5.2. **Limitations on License Grant:** Intel's grant of this license to You is subject to Your current and ongoing membership in the Intel Channel Partner Program. The Intel Program Logo in Section 3.9.1 ("Associate Logo") may only be used by product integrators and/or dealers who meet the Associate Member qualifications under the terms of the Intel Channel Partner Program Terms and Conditions. The Intel Program Logo in Section 3.9.2 ("Premier Logo") may only be used by product integrators and/or dealers who meet the Premier Member qualifications under the terms of the Intel Channel Partner Program Terms and Conditions.

3.5.3. **Limitations on License to Use the Intel Program Logos:** The Intel Program Logos may not be used for any other purpose or in any manner other than as described in this CTLA Terms & Conditions and the applicable Logo Guidelines, which provide additional rules and specification for using the Intel Program Logos. You also agree not to use the Intel Program Logos on any product, letterhead, building signage, packaging, or make any other use that might be understood to be branding of Your products or Your company. Only the Premier Logo may be used on business cards; the Associate Logo may not. In addition, if at any time Intel requests that You discontinue using an Intel Program Logo and/or substitute a new or different Intel Program Logo, You will within thirty (30) days advance notice, cease use of the Intel Program Logo and/or substitute a new or different Intel Logo and cooperate fully with Intel to ensure that all legal obligations have been met with regard to ceasing use of the Intel Program Logo and/or substitute a new or different Intel Logo as determined by Intel.

3.5.4. **Limitations on License to Use Licensed Materials.** You may use the Licensed Materials only in accordance with the instructions provided by Intel; You shall make no use of the Licensed Materials other than that expressly approved by Intel in advance. You shall not modify or alter any of the Licensed Materials in any way unless expressly agreed to in advance in writing by Intel. Licensed Materials are for use solely by You; transfer or copying of Licensed Materials is expressly prohibited.

### 3.6. Intel Program Logos Proper Use:

- 3.6.1. You agree that You shall not alter, amend, modify, counterfeit, sell, or otherwise distribute the Intel Program Logos, the Intel Program Logo Sticker or the Intel Program Logo Certificate.
  - 3.6.2. “Logo Guidelines” means the Logo Usage Guidelines for the applicable Intel Program Logo provided to you by Intel upon the grant of this license and which govern your use of the applicable Intel Program Logo. Intel, in its sole discretion, may revise and update the Logo Guidelines from time to time and with thirty (30) days advance notice to you.
  - 3.6.3. You may use the Intel Program Logo Sticker provided to You from Intel solely for display in Your store or store front window.
- 3.7. **Termination:** In the event You are terminated from the Intel Channel Partner Program, or have Your CTLA terminated, You shall immediately remove and cease all display or use of the Intel Program Logo, the Intel Program Logo Sticker and/or Intel Program Logo Certificate.
- 3.8. Intel reserves the right to amend, change, or modify the Intel Program Logos in its sole discretion. By Your acceptance of an amended Intel Program Logo, Intel Program Logo Sticker and/or Intel Program Logo Certificate, You further agree to comply with all other obligations of this Section 3 to the CTLA Terms & Conditions.

### 3.9. Intel Program Logos:

- 3.9.1 “**Associate Logo**” For use only by product integrators and/or dealers who meet the Associate Member qualifications under the terms of the Intel Channel Partner Program Terms and Conditions and as indicated at the intel.com Intel Reseller Center website:



- 3.9.2 “**Premier Logo**” For use only by product integrators and/or dealers who meet the Premier Member qualifications under the terms of the Intel Channel Partner Program Terms and Conditions and as indicated at the intel.com Intel Reseller Center website:

