

## Intel® India Design House Program: Membership Terms and Conditions

This document sets out the terms and conditions relating to:

1. Membership of the Intel® India Design House Program.
2. The use of the Intel India Design House Program Website in conjunction with membership in the Program.

Read these terms and conditions carefully. If You agree click "I ACCEPT the Terms and Conditions".

By accepting the following terms and conditions You are agreeing with Intel that these terms and conditions shall govern Your application for, and membership of the Program and Your access to and use of the Website.

Your acceptance of these terms and conditions does not obligate Intel to accept You into the Program. To be accepted, You must accept these terms and conditions, submit a completed online application form and meet all membership criteria.

Please note that Intel may change these terms and conditions from time to time and will let You know by posting a modified copy of these terms and conditions on the Website or by otherwise notifying You.

By joining the Program You are agreeing to allow Intel to refer You as a supporter of Intel Products and a member of the Program and, to include Your name and logo (consistent with Your standard logo and usage guidelines) on Intel presentations and websites that reference Your membership in the Program.

### 1. Definitions

- 1.1 "Application Data" means the Program membership's online application form found on the front page of the Program Website.
- 1.2 "Corporate Non-disclosure Agreement (CNDA)" means an agreement governing the exchange of any confidential information between Intel and Your Company.
- 1.3 "Customer" means a company who pays a fee to a Design Company for a Design. The Customer may also be another design company or a manufacturer.
- 1.4 "Design" means a final plan or proposal utilising Intel Products that will later result in a completed product for a Customer.
- 1.5 "Design Company" means a company providing a service which results in a Design for its Customer.
- 1.6 "Distributor" means an Intel Authorized Distributor.
- 1.7 "Intel" means Intel Corporation and its subsidiaries.
- 1.8 "Intel Products" means Embedded Intel® Architecture Processors and/or Intel XScale® processors.
- 1.9 "Member Directory" means an on-line searchable database that provides the information about Program members and gives Your Company visibility on the [www.intel.com](http://www.intel.com) website.

- 1.10 "Production Revenue" means the dollar value of Intel Products purchased from a Distributor to manufacture a Design. Typically a Design Company does not purchase Intel Products from a Distributor. The Customer purchases Intel Products from a Distributor once a Design is ready for manufacturing and production.
- 1.11 "Program" means the Intel® India Design House Program: a voluntary membership program for Design Companies innovating and designing with Intel Products in the embedded market.
- 1.12 "Statement **of Work**" means the written Statement of Work signed by both Intel and You from time to time, incorporating details of the Program and the respective obligations of Intel and You and the scope thereof, the precise activities to be carried out in the course of completion of Program. The Statement(s) of Work shall be incorporated by reference and form part of these Terms and Conditions as a valid annexure.
- 1.13 "Website" means the Intel India Design House Program Website
- 1.14 "Year" and "Yearly" means every 12 months. Your Company's first Year of membership will be calculated as 12 months from the start date of Program membership.
- 1.15 "You" means "You", "Your" or "Your Company".
- 1.16 Joint Promotions means initiatives undertaken by Intel to support member participation in technology based events, seminars for showcasing their solutions based on Intel silicon or platforms
- 1.17 Match Making means opportunities provided by Intel to the members by sharing information of prospective clients seeking solutions offered by the members based on Intel silicon/ platforms.

## **2. Membership Criteria**

To become and to remain a member of the Program Your Company must meet the following criteria:

- 2.1. Complete 4 Designs per year based on INTEL EIA products;
- 2.2. Complete a Design tracker by providing the following information to Intel on a quarterly basis via email. Intel will use the tracker to check that the above criteria have been met.

Design tracker information required:

Project Name  
Customer (company, location, contact number)  
Intel Part Number used  
Estimated production volume per year of Your Company's Designs  
Estimated production date  
Distributor contact details from whom Your Company or Customer purchases Intel Products.  
Vertical Market/Application Type;

- 2.3. Feature and properly use the member text treatment in accordance with these terms and conditions;
- 2.4. Provide current Company and contact information through the application form found on the Website and notify Intel of any changes:

Name of Company  
Number of Employees  
Contact person name  
Contact person job title, phone number  
Company Website  
Company Overview  
Market Segments  
Previous Intel projects and products used  
Company location (country)  
Company Address;

- 2.5. Allow Intel to use the following information in the Member Directory: Your Company overview, Your Company website url, market segments, and Company location (country). The Member Directory is visible from the [www.intel.com](http://www.intel.com) website. Your Company may also choose to not have information listed, by selecting “Do not include my company information in the Member Directory” in the online application form; and
- 2.6. Complete a Corporate Non-Disclosure Agreement (CNDA) with Intel.

Intel will review records every Year to evaluate Program membership eligibility. If Your Company does not continue to meet the criteria, Intel will notify Your Company contact person through phone and a termination letter will be sent via email or mail.

### **3. Member Acceptance Process**

To apply for membership to the Program, You must complete the application found on the Website. Based on the application information and data that you provide, subject to verification, Intel will either accept or reject Your application for membership in the Program. You will receive a response email from Intel advising you as to whether or not Your Company has been accepted. If accepted, you will be sent username and password information for logging into the members only area of the Website.

### **4. Application Data**

In consideration of Your use of the Program, You agree to be solely responsible for: (a) providing true, accurate, current, and complete information about You as prompted by the Application Data and (b) maintaining and promptly updating the Application Data to keep it true, accurate, current and complete and, (c) otherwise continue to comply with the membership criteria.

### **5. Benefits of Membership**

- 5.1. Listing of Your Company in the Member Directory.
- 5.2. Access to a Members only Website with information regarding all the benefits of the Program, including direct links to tools and product information.
- 5.3. Access to Intel Business Link for product information and updates.
- 5.4. Access to Intel Premier Support, an interactive online technical support tool.
- 5.5. Opportunity to receive Intel development boards through a loan program for up to 90 days.
- 5.6. Option to request and keep product samples to utilize in future designs.

- 5.7. Online and face-to-face technical training seminars
- 5.8. Right to reference Your membership in the Program and use member text treatment.
- 5.9. Joint Promotions and Match Making provided Your performance is as per satisfaction of Intel. You understand that the benefit mentioned in this section [5.9] shall be extended at the sole discretion of Intel.

## 6. Text Treatment

- 6.1. Whilst You are a member of the Program, You are authorized to refer to Your Company using the following Authorized Texts:

**“Member of the Intel® India Design House Program” and**

**“Member of the Intel® India Design House Program: a community of embedded designers.”**

- 6.2. No other use of Intel trademarks or logos is authorized under these terms and conditions. Subject to Your acceptance by Intel as a member of the Program and Your full compliance with the terms and conditions, Intel hereby grants and You accept a worldwide, non-exclusive, non-transferable, royalty-free, revocable license to use the Authorized Text solely to indicate Your support of Intel architecture-based products and services targeted at communications and embedded applications. No other right, title, or license is granted hereunder.
- 6.3. Proper Usage:

The Authorized Text may be used only on Your printed marketing and promotional materials; on Your website; and at trade shows or exhibitions in connection with Your live presentations, booth signage, and/or marketing materials except that You may not use the Authorized Text as an event banner heading without prior written approval by Intel.
- 6.4. You are expressly prohibited from using the Authorized Text on products and product packaging.
- 6.5. In all manners of use and display of the Authorized Text, Your name and brand shall always be displayed in a manner that is larger and more prominently displayed than the Authorized Text. You agree that You shall not use the Authorized Text in any manner that creates confusion that Intel is the source of, sponsor of, or associated with Your products, or that in any way indicates to the public that You are a division or affiliate of Intel or otherwise related to Intel. You shall not use as Your own trademark any word(s) confusingly similar to the Authorized Text or to the Intel trademarks contained therein and will not incorporate the Authorized Text and/or the Intel trademarks contained therein into any of Your own marks and/or names.
- 6.6. You shall display the Authorized Text only in a positive manner. You will not use the Authorized Text in any way that disparages Intel, its products or services, or in any manner which would diminish or otherwise damage Intel's goodwill, 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.
- 6.7. Intel reserves the right to modify the Authorized Text from time to time in its sole discretion or, to terminate Your use of the Authorized Text if Your membership should terminate or, if Intel decides to no longer use the Authorized Text in connection with the membership of the Program. Within sixty (60) days of receiving

notice from Intel of any modification to the Authorized Text, You agree to adopt and use the Authorized Text as modified by Intel and to phase out and discontinue all use of any prior version of the Authorized Text.

- 6.8. Prohibited uses include, but are not limited to, using the Authorized Text on business cards, letterhead, or building signage. You may not use the Authorized Text in any advertising or promotional materials prepared by any third party, and You may not use any other trademark owned by Intel in any advertising or promotional materials prepared by You or any third party. You may not alter, modify or distribute the Authorized Text or any other trademark owned by Intel or allow others to do so, except that You may proportionally resize the Authorized Text. However, this limitation does not prohibit textual use in advertising and promotional materials 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.

## **7. Privacy Policy**

- 7.1. In order for us to register You as a member of the Program Membership, we ask You to supply us with some basic identification information during the application process and, occasionally, at other times while using the Program . We collect the information only as needed to provide the Program to You. We will not share the information for marketing purposes with third parties without Your permission. These requests will be in accordance with Intel's Privacy Policy.  
<http://www.intel.com/sites/corporate/privacy.htm>
- 7.2. Any information collected may be stored and processed in a database that resides in the United States.
- 7.3. As part of the application process, Intel may create a "cookie," which contains Your Program membership registration identifier and is placed on Your system. You may delete the cookie at any time, however, it will be re-created when You re-enter the Website.

## **8. Confidentiality**

- 8.1. Confidential information exchanged between parties concerning the subject matter of this MOU shall be governed by the Corporate Non-Disclosure Agreement (CNDA) in effect between Intel and You. Each Party shall maintain in confidence the existence and content of this Program and the relationship described herein under the terms of the CNDA, unless express written permission is granted by the other Party for any disclosure.

## **9. Exclusion of Warranties**

- 9.1. MEMBERSHIP TO THIS PROGRAM , THE WEBSITE AND ACCESS TO IT AND ANY DOCUMENTATION ASSOCIATED TO THE PROGRAM , IS PROVIDED "AS IS" WITHOUT ANY EXPRESS OR IMPLIED WARRANTY OF ANY KIND INCLUDING WARRANTIES OF MERCHANTABILITY, SATISFACTORY QUALITY, NONINFRINGEMENT, OR FITNESS FOR A PARTICULAR PURPOSE. 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.

## **10. Limitation of Liability**

- 10.1. IN NO EVENT SHALL INTEL OR ITS SUPPLIERS BE LIABLE FOR ANY DAMAGES WHATSOEVER (INCLUDING, WITHOUT LIMITATION, LOST PROFITS, BUSINESS INTERRUPTION, OR LOST INFORMATION) ARISING OUT OF THE USE OF OR INABILITY TO USE THE PROGRAM MEMBERSHIP,

OR THIS WEBSITE EVEN IF INTEL HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. SOME JURISDICTIONS PROHIBIT EXCLUSION OR LIMITATION OF LIABILITY FOR IMPLIED WARRANTIES OR CONSEQUENTIAL OR INCIDENTAL DAMAGES, SO THE ABOVE LIMITATION MAY NOT APPLY TO YOU. YOU MAY ALSO HAVE OTHER LEGAL RIGHTS THAT VARY FROM JURISDICTION TO JURISDICTION.

## **11. Termination**

- 11.1. Intel may terminate these terms and conditions, the Program and Your membership of it, or any portion thereof at any time with notice, with or without cause, in Intel's sole discretion. Conduct that constitutes cause for termination includes, but is not limited to:
- (i) Application for membership contains incorrect or falsified information;
  - (ii) Obtaining or attempting to obtain benefits or services through deceptive, fraudulent or other illegal means;
  - (iii) Maintaining or applying for multiple or duplicate membership accounts;
  - (iv) Failure to comply with any of the membership criteria;
  - (v) Breaching or failure to comply with any provision of these terms and conditions.
- 11.2. You may voluntarily terminate Your membership at any time by providing written notice to your Intel contact for the Program.
- 11.3. Upon termination, all rights granted under these terms and conditions, including the right to use the Authorized Text, shall immediately terminate.
- 11.4. You will immediately return to Intel or destroy all copies of confidential software and documentation provided to You by Intel and certify to Intel in writing of their destruction, and cease using the Program Membership pursuant to the terms and conditions set forth in this document. In the case of termination, Intel will notify Your Company contact person via email or regular mail.

## **12. Notices**

- 12.1. Intel may send notices to You via either email or regular mail. Except as otherwise set forth herein, notices shall be deemed given on the date of transmittal and the date of notice shall be the date of transmittal.

## **13. Hyperlinks**

- 13.1. Intel may provide hyperlinks to other internet sites or resources. Because Intel has no control over such sites and resources, You understand and agree that Intel is not responsible for the availability of such external sites or resources, and does not endorse and is not responsible or liable for any content, advertising, products, or other materials on or available from such sites or resources. This Website may be hyperlinked to other websites which are not under the control of and are not maintained by Intel. You understand and agree that Intel is providing these hyperlinks (if any) to You only as a convenience, and the inclusion of any such hyperlink to such website does not imply endorsement by Intel of those websites.

## **14. No Endorsement**

- 14.1. 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.

## **15. Member Website and Password**

15.1. You must have a username and password to login to the members only area of the Website. This will be provided to You from Intel once You have been accepted into the Program. You shall keep Your password secure and confidential and use it only for Your authorized access to the 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 Your Intel contact for the Program.

## **16. Variations**

16.1. The implementation and administration of the Program may vary from country to country.

## **17. Assignment**

17.1. 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.

## **18. Waiver**

18.1. Failure to enforce any of these terms and conditions shall not constitute a waiver of such terms, nor affect their enforceability.

## **19. Compliance with Laws**

19.1. 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.

## **20. Severability**

20.1. 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 Program to fail in any of its essential purposes.

## **21. Entire Agreement**

21.1. These terms and conditions contain the entire understanding between You and Intel with respect to the Program and merge and supersede all prior and contemporaneous program terms and conditions.

## **22. Governing Law and Forum**

22.1. Any claim arising under or relating to the Program, its materials, or the Website, 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 London and the applicable law shall be that of England and Wales.

### **23. Export Regulations**

23.1. 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.

### **24. No Exclusivity**

24.1. The arrangements set out in these terms and conditions are non-exclusive; You are not obligated in any way to deal exclusively with Intel or to recommend to Customers exclusively Intel products. You are free to enter into similar programs with other companies.