

Intel® vPro™ Technology Activation Incentive

Terms and Conditions

Intel® VPro™ Technology Activation Incentive is a discretionary incentive that Intel Americas, Inc. and its wholly own subsidiaries (“Intel”) offers to active Intel® Partner Program Active program members will receive benefit in the as follows:

Associate or Premier Partner:

- \$20 US rebate per Activation
- 10 Intel Flex+ points per Activation

When using Intel System Defense Utility (ISDU) or Intel IT Director (ITD) software, which is provided to program members at no cost, there will be a:

- \$20 US rebate per Activation and no Intel Flex+ points provided

Registered Partner

- \$20 US rebate per Activation
 - As an Intel Partner Program member under the Registered status, no Intel Flex+ points are awarded, regardless of the ISV software package being used.

For each qualifying activation reported, up to a maximum of 1000 approved activations per quarter. These terms and conditions describe the benefit and the requirements and process for which Intel® vPro™ Technology Activation incentives are provided by or on behalf of Intel.

Intel may update these terms and conditions from time to time as Intel® vPro™ Technology Activation incentives changes are implemented, or, at its sole discretion, Intel may cancel this incentive without notice. Active Program Members are responsible for regularly reviewing these terms and conditions. Notice of changes to these terms and conditions may be given by any method customarily used for communicating with program members including, but not limited to, electronic mail and/or posting of the updated Intel® vPro™ Technology Activation terms and conditions to the Intel Reseller Center Website. Acceptance and non-return of benefits issued as part of the Intel® vPro™ Technology Activation incentive constitutes your acceptance of current terms and conditions.

You are not obliged to participate in the incentive or purchase Intel products. This program is not intended to prohibit you from buying non-Intel products.

Terms and Conditions

1. Only active Intel Partner Program members are eligible for Intel® vPro™ Technology Activation incentives. Participation in the Intel Partner Program is subject to the terms and conditions of the Intel Channel Membership Programs. Intel Technology Provider program members are not eligible for Intel® vPro™ Technology Activation incentives unless also enrolled in the Intel Partner Program.

2. Registration (“Opting in”). The Primary contact at the Intel Channel Partner Program site is required to register their company into the Intel® vPro™ Technology Activation Website using the [incentive infrastructure](#). By opting in, the contacts give Intel permission to contact them by mail, email, or phone with information concerning Intel or this incentive. The Primary contact may only register via the method described above. Incomplete or inaccurate entries are void and not eligible.

3. Only those boxed products specified on the Intel® vPro™ Technology Activation product list on Intel's Website that are purchased by an Active Partner Program member, and purchased from an [Intel Authorized Distributor](#) qualify for Intel® vPro™ Technology Activation benefits.

4. Initiative duration. The duration of this initiative is Sept 27, 2009 through Dec 26, 2009 unless withdrawn or extended by Intel at its sole discretion. All activations requests submitted after Dec 26, 2009 (PST) will fall outside the scope of this program and will not qualify for the Activation Rebate for Q4-2009

5. Rebate and Intel® Flex+ point assignment. The rebate(s) will be processed and paid directly to program Members 7 – 9 weeks after the promotional period has ended. The Intel Flex+ point assignment will be made in conjunction with the rebate payments.

5.1. Intel, in its sole discretion, determines the Intel® vPro™ Technology Activation award amount for each reported activation. Intel may vary the amount of a reward value or discontinue any qualifying products at any time without prior notice. Intel, at its sole discretion, reserves the right to place and enforce a ceiling on Intel® vPro™ Technology Activation benefits. Intel's decision on whether or not an activation qualifies for an award under the incentive shall be final. Intel® vPro™ Technology Activation Incentive updates are posted on the [Intel® vPro™ Technology Activation Incentive Website](#).

5.2 Intel will process the relevant Intel® vPro™ technology benefits based on members reporting quantity and post that amount to [Intel® VPro™ Technology Activation Website](#) at the end of the promotion period. If you have any discrepancy with the Intel® vPro™ Technology Activation award assignment posted due to inaccurate reports, you must inform Intel and request that an error report be filed with Intel within 3 months of your rebate submission date. Intel will not investigate and/or make adjust for activations that are older than 3 months from the date the issue is escalated to Intel via the published process.

6. All applicable federal, state and local taxes (including, but not limited to, sales and use taxes, value added taxes, and other taxes) imposed by any government authority having jurisdiction on or with respect to the Intel® vPro™ Technology Activation grants are the sole responsibility of the Intel Channel Partner Program member.

7. Intel shall have no liability whatsoever in respect of the failure of any Intel Partner Program member to correctly report any Qualifying activation or for any report or claim for the granting of an award not received by Intel or which is mutilated, illegible, or incomplete.

8. Intel conducts periodic audits of the incentive programs. In the event Intel® vPro™ Technology Activation over awards (in excess) are discovered by an audit, Intel will notify the affected Intel Partner Program member, setting forth in a reasonable amount of detail the amount of over award and the actions to be taken by Intel to recover the over award. Intel may apply any over award against future accrued reward value until the over award is offset in full. Recovery of over award will be limited to sales transactions dating back to one year from the date of over award discovery. If an overpayment occurs, you agree and acknowledge those funds are property of Intel and you agree to return those overpaid awards to Intel despite your program membership status within a reasonable time frame not to exceed 6 months.

8.1 You must keep original copies of all supporting and accounting documents pertaining to Intel® vPro™ Technology Activation benefits and all purchases of Intel products for a period of one (1) year, and shall provide copies of the same upon Intel's request, for the purpose of verifying or reconciling your Intel benefit claims.

9. Intel reserves the right to retain third party vendors to assist in benefit administration. The third party vendor and its employees are subject to a non-disclosure agreement with Intel and are prohibited from using your confidential information for any other purpose. Please contact the Intel

Support Team at 866-655-6565 with questions or concerns regarding confidentiality of information.

10. Fraud and abuse relating to the accrual or redemption of Intel® vPro™ Technology Activation benefits may result in forfeiture of any or all Intel benefits and program membership as well as legal actions to recover fraudulently obtained benefits.

11. If any provision of these terms and conditions is found by any court, tribunal or administrative body of competent jurisdiction to be wholly or partly illegal, invalid, void, voidable, unenforceable or unreasonable it shall to the extent of such illegality, invalidity, voidness, voidability, unenforceability or unreasonableness be deemed severable and the remaining terms and conditions and the remainder of such provision shall continue in full force and effect.

12. Any waiver by Intel of any breach of, or any default under, any of these terms and conditions by you will not be deemed a waiver of any subsequent breach or default and will in no way affect the other terms and conditions.

13. Failure or delay by Intel in enforcing or partially enforcing any provision of these terms and conditions will not be construed as a waiver of any of its rights under these terms and conditions.

14. Choice of Law; The validity, construction and performance and choice of law, jurisdiction and venue of this Agreement shall be governed by the laws of the State of Delaware and the United States of America, without reference to conflict of laws principles. 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 state and federal courts within Santa Clara County, California.

15. These guidelines set forth the Intel® vPro™ Technology Activation initiative and the requirements and processes for which benefits are provided by or on behalf of Intel and supersede any and all prior or contemporaneous oral or written guidelines, materials, communications and equivalents, whether express or implied regarding the subject matter hereof.

16. For additional questions about the INTEL® VPRO™ TECHNOLOGY ACTIVATION benefit or INTEL® VPRO™ TECHNOLOGY ACTIVATION award status, please contact the North American Region Intel Support Team at 866-655-6565 or email to: program@intel.com

Reporting Definition:

Intel will issue awards only where the Intel partner program member has correctly reported activation. The Partner Program member must report to Intel using the on-line reporting utility. Membership Number (Must be an exact match with Number held by Intel)

- Business Name (Must be an exact match with Business Name held by Intel)
- Address Line 1 (Must be an exact match with Address held by Intel)
- Address Line 2 (Must be an exact match with Address held by Intel)
- Address City (Must be an exact match with City held by Intel)
- Address State (Must be an exact match with State held by Intel)
- Address Country (Must be an exact match with Country held by Intel)
- The Serial numbers of each Intel® vPro™ technology-based motherboard the Partner Program member will be claiming as activated.

- The purchase order number and name of the vendor that provided the enabling software.
- Completion of the “mini-use” case study