

Intel® vPro™ Technology Activation Incentive

Terms and Conditions

The Intel® vPro™ Technology Activation Incentive (the "Incentive") is a discretionary incentive that Intel Americas, Inc. and its wholly owned subsidiaries ("Intel") offers to active members of the Intel® Channel Partner Program ("Members").

1. Incentives. As part of the Incentive, Intel will provide Members that report qualifying Activations (as defined in Section 2 below) with the following benefits:

- A. Intel® Technology Provider Platinum and Gold Partners:
 - Up to a \$10 US rebate per Activation
 - 10 Intel® Flex+ points per Activation, with a maximum of 500 Intel® Flex+ points per quarter
- B. For Intel® Technology Provider Platinum and Gold Partners using Intel System Defense Utility (ISDU) software, this is available at no cost:
 - Up to a \$10 US rebate per Activation, with no Intel® Flex+ points provided
- C. Intel® Technology Provider Registered Partner:
 - Up to a \$10 US rebate per Activation

2. Activations and Reporting. For purposes of the Incentive, a qualifying "Activation" shall mean: (a) the Intel® motherboard has either a Q57 Q67 or Q77 based Intel Chipset; (b) the Intel motherboard BOIS must have Intel® vPro™ technology enabled and the activated PC must display the Intel Management Engine Status as "configured" in the Intel Management and Security Status icon in Windows.; and (c) an approved Intel® vPro™ technology-enabled processor is used with the platform. The Member must report Activations to Intel using the on-line reporting utility located at <http://www.intel.com/go/activate>, and all such reports must include the following information:

- 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 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

3. Incentive Maximums. Intel will provide the Incentive described above for up to a maximum of 1000 Activations per Channel Member per quarter. The payment exception to this 1000 unit limit is for Intel® Flex+ points. The maximum Intel® Flex+ Points per quarter is 500 Intel® Flex+ points.

4. Participation. Only active Members are eligible to participate in the Incentive. Participation in the Intel® Channel Partner Program is subject to the relevant terms and conditions of such program.

5. Registration ("Opting In"). The individual designated as the primary contact at the Member is required to register for the Incentive on behalf of the Member on the Intel® vPro™ Technology Activation Website (<http://www.intel.com/go/activate>) using the incentive infrastructure. By opting in, the Member gives Intel permission to make contact by mail, email, or phone with information concerning Intel or the Incentive. The Member may only register for the Incentive via the method described above. Incomplete or inaccurate registrations are void and not eligible.

6. Qualifying Products. Only those boxed products specified on the Intel® vPro™ Technology Activation product list on <http://www.intel.com/go/activate> that are purchased by a Member from an Intel® Authorized Distributor to qualify for the Incentive.

7. Term. The term of the Incentive is from April 1st, 2012 through June 30th, 2012 (the "Term") unless withdrawn or extended by Intel at its sole discretion. All Activations requests submitted after 11:59 p.m. (PST) on June 30th, 2012 will fall outside the scope of this Incentive and will not qualify for a rebate for Q2-2012.

8. Process.

A. The Incentive rebate(s) described in Section 1 above will be processed and paid directly to Members within 7-9 weeks after the Term has ended. The Intel Flex+ point assignment will be made in conjunction with such rebate payments.

B. Intel will process the relevant Incentive benefits based on Members reporting quantity. If a Member believes that there is an error in the amount paid, the Member must inform Intel and file an error report with Intel within 3 months of the rebate payment date. Intel will not investigate and/or make adjustments for Activations that are older than 3 months from the payment date.

9. Sole Discretion. Intel, in its sole discretion, shall determine the Incentive rebate amount for each reported Activation, but will pay the same rebate per qualifying Activation to all participating Members. Intel may also: discontinue or add any products to the list of qualifying products (as described in Section 7) at any time without prior notice; or announce or adjust any cap on the number or total value of benefits provided under the Incentive. Intel's decision on whether or not Activation qualifies for an award under the Incentive shall be final.

10. Taxes. 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 Incentive benefits described herein are the sole responsibility of the Member.

11. Incorrect Reporting. Intel shall have no liability whatsoever in respect of the failure of any Member to correctly report any qualifying Activations or for any report or claim for the granting of an award not received and approved by Intel's online validation process.

12. Audits. Intel may conduct periodic audits of the Incentive program. In the event that over awards (in excess) are discovered by an audit, Intel will notify the affected 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 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 Intel Channel Partner Program membership status within a reasonable time frame not to exceed 6 months. You must keep original copies of all supporting and accounting documents pertaining to Incentive 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.

13. Third-Parties. Intel reserves the right to retain third party vendors to assist in benefit administration in connection with the Incentive. Such third party vendor and its employees will be subject to a non-disclosure agreement with Intel and will be prohibited from using your confidential information for any purpose other than the support of the Incentive.

14. Fraud. Fraud and abuse relating to the accrual or redemption of any Incentive benefits may result in forfeiture of any or all Intel benefits and Intel Channel Partner Program membership, as well as legal actions to recover fraudulently obtained benefits.

15. Severability. 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.

16. No Waiver. 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. 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.

17. 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.

18. Entire Agreement. These guidelines set forth the terms and conditions of the Intel® vPro™ Technology Activation Incentive and the requirements and processes for which benefits are provided by or on behalf of Intel thereunder, 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.

19. Amendments/Updates. Intel may update these terms and conditions from time to time or, at its sole discretion, may cancel this Incentive without notice. 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 Members including, but not limited to, electronic mail and/or posting of the updated Incentive terms and conditions to <http://www.intel.com/go/activate>.

20. Acceptance. Acceptance and non-return of benefits issued as part of the Incentive constitutes your acceptance of the then-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.

21. 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