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6. CUSTOMER DATA. As between the Parties, Customer Data is and shall remain Your sole property regardless of whether it has been processed by Intel or is in Intel's possession or control. In no event shall You or Your employees, subcontractors or end users (collectively, "End Users") transmit credit card or payment information to the Cloud Service at any time. You will ensure all collection and transmission of Customer Data, including Personal Information, will comply with all applicable laws and regulations for data protection and privacy, and You will obtain and maintain all necessary notices and consents from End Users to allow: (i) Intel access, monitoring, use and disclosure of this data as required under this Agreement and providing Intel with the ability to do so and (ii) Intel to provide the Cloud Services. You are solely responsible for the development, content, operation, maintenance, and use of Customer Data, and you agree that You are responsible for: (a) maintaining the confidentiality of the password and administration account(s); (b) designating those individuals who are authorized to

access the administration account(s); and (c) ensuring that all activities that occur in connection with the administration account(s) by its End Users comply with the Agreement. You agree that Intel's responsibilities do not extend to the internal management or administration of the Customer Data and that Intel is merely a Data Processor. As a Data Controller, You are responsible for responding to End Users requests. Intel will, to the extent permitted by applicable laws and by the nature of the End Users requests: (a) notify You without undue delay of its receipt of an End User request; (b) comply with Your reasonable requests regarding Your efforts to comply with an End User request; and (c) provide You with the information or tools required for You to respond to the End User request. You will first seek to obtain the information required to respond to the End User request on Your own, and will contact Intel only if You cannot reasonably obtain such information. You hereby grant to Intel and its affiliates an exclusive, worldwide, perpetual, non-transferable, non-sublicensable (except as necessary to enable any third party provider of the Cloud Services), royalty-free, fully paid up license to use Customer Data as necessary for Intel and its affiliates to perform the Cloud Services. In addition, You hereby grant to Intel and its affiliates an exclusive, worldwide, perpetual, non-transferable, non-sublicensable (except as necessary to enable any third party provider of the Cloud Services), royalty-free, fully paid up license to use and compile Intel Data and Customer Data in an aggregated, anonymized form (i.e., not specific to any individual or customer, including You or Your affiliates). When Intel uses subprocessors to process Customer Data, You hereby authorize the engagement of the subprocessors currently used by Intel, including but not limited to Intel affiliates in the United States and elsewhere. You also authorize Intel to engage subprocessors not included among our currently used subprocessors, whether as a replacement for an existing subprocessor or as an additional subprocessor. You may request a list of our current subprocessors from time to time at <https://supporttickets.intel.com/supportrequest?lang=en-US&productId=192958:10435>. Intel may share Customer Data with its subprocessor(s) only as necessary to perform the Cloud Services. Except as expressly permitted herein, no Personal Information may be sold, assigned, leased, or otherwise disposed of to third parties or commercially exploited by or on behalf of Intel (or its affiliates or subcontractors). You represent, warrant and covenant that You will provide required notices and obtain required consents from Your employees, subcontractors, customers and end users relating to the Software or Cloud Services, including those relating to the collection, use, processing, transfer, storage and disclosure of Customer Data. To the extent You provide any Customer Data to Intel, You represent, warrant and covenant that You will do so in compliance with Intel's Privacy Notice found at <https://www.intel.com/privacy>, applicable laws for data protection and privacy, and this Agreement.

7. SUSPENSION OF CLOUD SERVICES.

- a. Intel may suspend provision of Cloud Services to You, Your affiliates or any of Your end users without liability, if:
 - i. Intel reasonably believes that the Cloud Services are being used (or have been or will be used) by You in violation of this Agreement or the AUP, or any applicable law, court order, rule or regulation in any jurisdiction, and such use has not been cured by You in the timeframe provided in the notice;
 - ii. You do not cooperate with Intel's investigation of any suspected violation of this Agreement or any applicable law, court order, rule or regulation in any jurisdiction;

- iii. Intel reasonably believes that Cloud Services provided to You have been accessed or manipulated by a third party without Your consent or in violation of this Agreement;
- iv. Intel reasonably believes that suspension of the Cloud Services is necessary to protect Intel's network or other Intel companies;
- v. Payment for the Cloud Services is overdue by more than thirty (30) days;
- vi. The continued use of the Software by You may adversely impact the Cloud Services or the systems or content of Intel or any third party,
- vii. Intel reasonably believes that the use of the Cloud Services by You may subject Intel, its affiliates, or any third party to liability; or
- viii. Suspension is required by law, statute, regulation, rule or court order.

b. Intel will give You reasonable advance notice of a suspension under this section and You will have fifteen (15) days to cure the grounds on which the suspension is based, unless Intel determines, in Intel's reasonable commercial judgment, that a suspension on shorter or contemporaneous notice is necessary to protect Intel or its other companies from operational, security, or other risk or the suspension is ordered by a court or other judicial body. If Intel suspends Your right to access or use any portion or all of the Cloud Service:

- i. You remain responsible for all fees and charges You have incurred through the date of suspension, if any;
- ii. You remain responsible for any applicable fees and charges for any Cloud Services to which You have continued to have access, as well as applicable fees and charges for data storage, and for in-process tasks completed after the date of suspension; and
- iii. At Intel's sole discretion, Intel may terminate Your access to Customer Data or delete Customer Data stored in the Cloud Services during a suspension, and Intel shall not be liable to You for any damages or losses You may incur as a result of such suspension.

c. If the reason for the suspension under Section 7.a above is not cured in accordance with Section 7.b, then Intel may elect to terminate the Agreement for breach as described below.

8. SECURITY. Intel agrees to maintain commercially reasonable measures related to physical security of the Cloud Services. You shall be solely responsible for maintenance, integrity, retention, security, and backup of the Customer Data. If You transfer or are otherwise involved in the transfer of any Customer Data (whether in connection with its business or otherwise) over a public network, then You are solely responsible for compliance with any applicable laws, rules and regulations in any and all applicable regions or countries regarding the security, privacy, data protection, legality and/or safe handling of such Customer Data. Intel shall not be responsible for any data loss related to Customer Data.

9. DEFENSE OF THIRD PARTY CLAIMS BY YOU. You hereby agree to indemnify, defend and hold harmless Intel and its parents, affiliates, licensors and providers of third party services, and their respective directors, officers, employees, contractors, agents, successors, and assigns, (collectively, the "Intel Parties") (Intel and each of the Intel Parties an "Indemnified Party"), from and against any and all liability (including, without limitation, attorneys' fees and costs)

incurred by the Indemnified Parties in connection with any actual or alleged claim (“Claim”) arising out of: (a) Your use of the Software and Cloud Services, (b) Customer Data; (c) any breach or alleged breach by You of this Agreement; (d) any breach or alleged breach by You of a third party’s rights, including, without limitation, any actual or alleged infringement or misappropriation of a third party’s copyright, trade secret, patent, trademark, privacy, publication or other proprietary right; (e) any damage caused by or alleged to have been caused by You or Your end users to the Cloud Services, Hosted Environment or Software; or (f) any actual or alleged violation or non-compliance by You or Your end users with any applicable law, court order, rule or regulation in any jurisdiction. The counsel which You select for the defense or settlement of a Claim must be approved in writing in advance by Intel prior to such counsel being engaged to represent the Indemnified Parties. You shall not in any event consent to any judgment, settlement, attachment, or lien, or any other act adverse to the interests of Intel or any Intel Party without the prior written consent of Intel and/or the applicable Intel Party(s). You and Your counsel will cooperate as fully as reasonably required, and provide such information as reasonably requested, by Intel or the Intel Parties in the defense or settlement of any such matter.

10. LICENSE TO USE COMMENTS AND SUGGESTIONS. This Agreement does NOT obligate You to provide Intel with comments or suggestions regarding the Software or Cloud Services. However, if You provide Intel with comments or suggestions for the modification, correction, improvement or enhancement of (a) the Software or Cloud Services or (b) Intel products or processes that work with the Software or Cloud Services, You grant to Intel a non-exclusive, worldwide, perpetual, irrevocable, transferable, royalty-free license, with the right to sublicense, under Your intellectual property rights, to incorporate or otherwise utilize those comments and suggestions.

11. NO OTHER LICENSES. Neither Party grants the other Party any license or rights (by implication, estoppel or otherwise) under intellectual property rights it owns, is licensed to, or controls before or after entering into this Agreement, except as expressly granted herein.

12. TERMINATION OF THIS LICENSE. Intel or the sublicensor may terminate this license at any time for any reason with thirty (30) days’ notice and immediately if You are in breach of any of its terms or conditions. Upon termination, You will immediately destroy or return to Intel all copies of the Software. Upon termination of this Agreement, all licenses granted to You hereunder terminate immediately. All Sections of this Agreement, except Section 2, will survive termination.

13. U.S. GOVERNMENT RESTRICTED RIGHTS. The Software is a commercial item (as defined in 48 C.F.R. 2.101) consisting of commercial computer software and commercial computer software documentation (as those terms are used in 48 C.F.R. 12.212), consistent with 48 C.F.R. 12.212 and 48 C.F.R. 227.72021 through 227.7202-4. You will not provide the Software to the U.S. Government. Contractor or Manufacturer is Intel Corporation, 2200 Mission College Blvd., Santa Clara, CA 95054.

14. PRIVACY. . YOUR PRIVACY RIGHTS ARE SET FORTH IN INTEL’S PRIVACY NOTICE, WHICH FORMS A PART OF THIS AGREEMENT. PLEASE REVIEW THE PRIVACY NOTICE AT [HTTPS://WWW.INTEL.COM/PRIVACY](https://www.intel.com/privacy) AND <https://supporttickets.intel.com/supportrequest?lang=en-US&productId=192958:10435> TO LEARN HOW INTEL COLLECTS, USES AND SHARES INFORMATION ABOUT YOU.

The Software may also enable a moderator or teacher to electronically view another user's computer screen during use. If You are a school or other organization working with children under 18 years of age, You acknowledge and agree that you have obtained the appropriate consents from such children's parents for the use and collection of the information and for the purposes described in this Section 15 (Privacy).

15. EXPORT LAWS. You agree that neither You nor Your subsidiaries will export/re-export the Software, directly or indirectly, to any country for which the U.S. Department of Commerce or any other agency or department of the U.S. Government or the foreign government from where it is shipping requires an export license, or other governmental approval, without first obtaining any such required license or approval. In the event the Software is exported from the U.S.A. or re-exported from a foreign destination by You, You will ensure that the distribution and export/re-export or import of the Software complies with all laws, regulations, orders, or other restrictions of the U.S. Export Administration Regulations and the appropriate foreign government.

16. APPLICABLE LAWS. This Agreement and any dispute arising out of or relating to it will be governed by the laws of the U.S.A. and Delaware, without regard to conflict of laws principles. The Parties to this Agreement exclude the application of the United Nations Convention on Contracts for the International Sale of Goods (1980). The state and federal courts sitting in Delaware, U.S.A. will have exclusive jurisdiction over any dispute arising out of or relating to this Agreement. The Parties consent to personal jurisdiction and venue in those courts. A Party that obtains a judgment against the other Party in the courts identified in this section may enforce that judgment in any court that has jurisdiction over the Parties.

Your specific rights may vary from country to country.

Exhibit A

Intel's Acceptable Use Policy ("AUP")

The purpose of this AUP is to inform all companies of the acceptable uses of the Cloud Services. Intel is committed to encouraging the use of the Cloud Services, but such use must be consistent with the laws and regulations governing use of the Internet and must protect the right of its other companies to use its Cloud Services. The AUP is designed to achieve these goals. You agree to comply with the AUP and are responsible for the use of the Cloud Services by all entities and individuals whom You permit to use the Cloud Services. Intel has the right to change or modify the terms of the AUP at any time, effective when posted to the Cloud Services portal. Your use of the Cloud Services after changes to the AUP are posted shall constitute acceptance of any changed or additional terms.

Prohibited Uses: The following list provides a number of general prohibited uses of the Cloud Services that are violations of this AUP. Please note that the following list does not represent a comprehensive or complete list of all prohibited uses.

- Unlawful Activities. The Cloud Services shall not be used in violation of any criminal, civil or administrative violation of any applicable local, state, provincial, federal, national or international law, treaty, court order, ordinance, regulation or administrative rule. This includes, but is not limited to:

- Child pornography
- Unlawful gambling activities
- Threats, harassment and abuse of any individual, organization or business
- Fraudulent activities
- Terrorist websites or other sites advocating human violence and hate crimes based upon religion, ethnicity or country of origin
- Unlawful high yield investment plans, Ponzi schemes or linking to and or advertising such schemes
- Threatening Material or Content: The Cloud Services shall not be used to host, post, transmit, or retransmit any content or material that harasses, or threatens the health or safety of others. In addition, Intel reserves the right to decline to provide Cloud Services if the content is determined by Intel to be obscene, indecent, hateful, malicious, racist, defamatory, fraudulent, libelous, treasonous, excessively violent or promoting the use of violence or otherwise harmful to others.
- Violation of Intellectual Property Rights: The Cloud Services shall not be used to publish, submit, receive, upload/download, post, use, copy or otherwise reproduce, transmit, retransmit, distribute or store any content/material or to engage in any activity that infringes, misappropriates or otherwise violates the intellectual property rights or privacy or publicity rights of Intel or any other party, including but not limited to any rights protected by any copyright, patent, trademark laws, trade secret, trade dress, right of privacy, right of publicity, moral rights or other intellectual property right now known or later recognized by statute, judicial decision or regulation. Please refer to trademarks.and.brands@intel.com to file complaints or counter notifications