

## INTEL® DEVCLOUD FOR THE EDGE USAGE AGREEMENT

This Intel® Devcloud for the Edge Usage Agreement (this “Agreement”) contains the terms and conditions that govern Your access to and use of the Service Offerings (as defined below) and is an agreement between Intel Corporation (“Intel”) and You or the entity You represent (“You” or “Your”). This Agreement takes effect when You click an “I Accept” button or, if earlier, when You use any of the Service Offerings (the “Effective Date”). You represent to us that You are lawfully able to enter into contracts. If You are entering into this Agreement for an entity, such as the company You work for, You represent to us that You have legal authority to bind that entity.

### 1. USE OF THE SERVICE OFFERINGS.

1.1 GENERALLY. You may access and use the Service Offerings in accordance with this Agreement. You agree You will comply with the terms of this Agreement and all laws, rules and regulations applicable to Your use of the Service Offerings.

1.2 THIRD-PARTY CONTENT OR MATERIAL. If Third-Party Content or Materials are made available as a Service Offering You may use it at Your election. Use of Third-Party Content may be subject and governed by separate terms and conditions accompanying such Third-Party Content.

### 2. CHANGES.

Intel reserve the right to change or discontinue the Service Offering or this Agreement at any time and for any reason.

### 3. SECURITY, DATA PRIVACY, USAGE DATA.

3.1 SECURITY. Intel and our suppliers will use reasonable methods known to us to secure Your Content. However, neither Intel nor its’ suppliers make any guarantees regarding the security of Your Content and Intel shall not be liable for any data leaks due to software vulnerabilities not known to us, due to Your own actions, or due to a security oversight on our part.

#### 3.2. DATA PRIVACY.

You consent to the storage of Your Content in, and transfer of Your Content into the Site, including consent to transferring Your Content across borders in performance of the Service Offerings. Intel will not access or use Your Content except as necessary to maintain or provide the Service Offerings, or as necessary to comply with the law or a binding order of a governmental body. Intel will not disclose Your Content to any government or third party except in each case as necessary to comply with the law or a binding order of a governmental body. Unless it would violate the law or a binding order of a governmental body, Intel will give You notice of any legal requirement or order referred to in this Section 3.2. Intel will only use Your Account Information in accordance with the Intel Privacy Notice, and You consent to such usage. The Intel Privacy Notice does not apply to Your Content.

3.3 USAGE DATA. Intel, or our suppliers on Intel’s behalf, may elect, in their sole discretion, to collect from the Site and the Service Offering, Usage Data related to Your use of the Site or the Service Offering. You consent to Intel’s collection, storage, transfer across borders and use of Your Usage Data in furtherance of Intel’s development of the Intel products and services.

### 4. YOUR RESPONSIBILITIES.

4.1 YOUR ACCOUNTS. You are responsible for all activities that occur under Your account, regardless of whether the activities are authorized by You or undertaken by You, Your employees or a third party (including Your contractors or agents), and (b) Intel and our affiliates are not responsible for unauthorized access to Your account.

4.2 YOUR USAGE. You will ensure that Your use of the Service Offerings will not violate any of the Policies or any applicable law or any illegal, unethical or malicious activity. Prohibited usage includes, but is not limited to, crypto-mining, the sending of unsolicited bulk email (spamming); exploiting the Site for cyber-attacks on our and third-party computer systems; traffic snooping; exploring or exploiting vulnerabilities in Software You are solely responsible for the development, content, operation, maintenance, and use of Your Content.

4.3 YOUR CONTENT. You are responsible for Your Content and You represent that Your Content was collected in adherence with all applicable laws, including but not limited to privacy, export, cross-border transfer, data usage and any other applicable laws.

4.4 LOG-IN CREDENTIALS AND ACCOUNT KEYS. Log-in credentials and private keys generated by the Services are for Your internal use only and You will not sell, transfer or sublicense them to any other entity or person, except that You may disclose Your private key to Your agents and subcontractors performing work on Your behalf.

## 5. TERM; TERMINATION.

5.1 TERM. The term of this Agreement will commence on the Effective Date and will remain in effect until terminated under this Section 5. Any notice of termination of this Agreement by either party to the other must include a Termination Date that complies with the notice periods in Section 5.2.

### 5.2 TERMINATION.

(a) TERMINATION FOR CONVENIENCE. You may terminate this Agreement for any reason by providing us notice and closing Your account for all Services for which Intel provide an account closing mechanism. Intel may terminate this Agreement for any reason by providing You at least 10 days' advance notice.

(b) TERMINATION FOR CAUSE.

(i) By Either Party. Either party may terminate this Agreement for cause if the other party is in material breach of this Agreement and the material breach remains uncured for a period of 30 days from receipt of notice by the other party. No later than the Termination Date, You will close Your account.

(ii) By Us. Intel may immediately suspend Your account if you violate any of the terms Section 4 of this Agreement. Intel may also terminate this Agreement immediately upon notice to You (A) for cause if Intel have the right to suspend under the foregoing, (B) if our relationship with a third-party partner who provides software or other technology Intel use to provide the Service Offerings expires, terminates or requires us to change the way Intel provide the software or other technology as part of the Services, or (C) in order to comply with the law or requests of governmental entities.

### 5.3 EFFECT OF TERMINATION.

Upon the Termination Date, (i) all Your rights under this Agreement immediately terminate;

(ii) You will immediately return or, if instructed by us, destroy all Intel Content in Your possession.

## 6. PROPRIETARY RIGHTS.

6.1 YOUR CONTENT. Except as provided in this Section 8, Intel obtain no rights under this Agreement from You (or Your licensors) to Your Content. You consent to our use of Your Content to provide and further develop the Service Offerings to You and other Site customers.

6.2 ADEQUATE RIGHTS. You represent and warrant to us that: (a) You or Your licensors own all right, title, and interest in and to Your Content and Suggestions; (b) You have all rights in Your Content and Suggestions necessary to grant the rights contemplated by this Agreement; and (c) none of Your Content use of Your Content or the Service Offerings will violate the Policies or this Agreement.

6.3 SERVICE OFFERINGS LICENSE. Intel or our licensors own all right, title, and interest in and to the Service Offerings, and all related technology and intellectual property rights. Subject to the terms of this Agreement, Intel grant You a limited, revocable, non-exclusive, non-sublicensable, non-transferrable license under Intel's copyrights to do the following: (a) access and use the Services solely in accordance with this Agreement; and (b) use any Intel Content solely in connection with Your permitted use of the Services. Except as provided in this Section 6.3, You obtain no rights under this Agreement from us, our affiliates or our licensors to the Service Offerings, including any related intellectual property rights. Some Intel Content a may be provided to You under a separate license, such as the Apache License, Version 2.0, or other open source license. In the event of a conflict between this Agreement and any separate license, the separate license will prevail with respect to the Intel Content or Third-Party Content that is the subject of such separate license.

6.4 LICENSE RESTRICTIONS. You will not use the Service Offerings in any manner or for any purpose other than as expressly permitted by this Agreement. You will not attempt to (a) modify, distribute, alter, tamper with, repair, or otherwise create derivative works of any Content included in the Service Offerings, (b) reverse engineer, disassemble, or decompile the Service Offerings or apply any other process or procedure to derive the source code of any software included in the Service Offerings (except to the extent applicable law doesn't allow this restriction), (c) access or use the Service Offerings in a way intended to avoid incurring fees or exceeding usage limits or quotas, or (d) resell or sublicense the Service Offerings. You will not misrepresent or embellish the relationship between Intel and You (including by expressing or implying that Intel support, sponsor, endorse, or contribute to You or Your business endeavors). You will not imply any relationship or affiliation between us and You except as expressly permitted by this Agreement.

6.5 SUGGESTIONS. If You provide any Suggestions to Intel, Intel is entitled to use the Suggestions without restriction. You hereby irrevocably assign to us all right, title, and interest in and to the Suggestions and agree to provide us any assistance Intel require to document, perfect, and maintain our rights in the Suggestions.

## 7. INDEMNIFICATION.

You will defend, indemnify, and hold harmless us, our affiliates and licensors, and each of their respective employees, officers, directors, and representatives from and against any losses arising out of or relating to any third-party claim concerning: (a) Your use of the Service Offerings (including any activities under Your account and use by Your employees and personnel); (b) breach of this Agreement or violation of applicable law by You or Your Content. You will reimburse Intel for reasonable attorneys' fees, as well as our employees' and contractors' time and materials spent responding to any third party subpoena or other compulsory legal order or process associated with third party claims described in (a) through (c) above at our then-current hourly rates.

## 8. DISCLAIMERS.

THE SERVICE OFFERINGS ARE PROVIDED "AS IS." EXCEPT TO THE EXTENT PROHIBITED BY LAW, OR TO THE EXTENT ANY STATUTORY RIGHTS APPLY THAT CANNOT BE EXCLUDED, LIMITED OR WAIVED, INTEL AND OUR AFFILIATES AND LICENSORS (A) MAKE NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE REGARDING THE SERVICE OFFERINGS OR THE THIRD-PARTY CONTENT, AND (B) DISCLAIM ALL WARRANTIES, INCLUDING ANY IMPLIED OR EXPRESS WARRANTIES (I) OF MERCHANTABILITY, SATISFACTORY QUALITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, OR QUIET ENJOYMENT, (II) ARISING OUT OF ANY COURSE OF DEALING OR USAGE OF TRADE, (III) THAT THE SERVICE OFFERINGS OR THIRD-PARTY CONTENT WILL BE UNINTERRUPTED, ERROR FREE OR FREE OF HARMFUL COMPONENTS, AND (IV) THAT ANY CONTENT WILL BE SECURE OR NOT OTHERWISE LOST OR ALTERED.

## 9. LIMITATIONS OF LIABILITY.

INTEL AND OUR AFFILIATES AND LICENSORS WILL NOT BE LIABLE TO YOU FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES (INCLUDING DAMAGES FOR LOSS OF PROFITS, REVENUES, CUSTOMERS, OPPORTUNITIES, GOODWILL, USE, OR DATA), EVEN IF A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

## 10. MISCELLANEOUS.

10.1 MODIFICATIONS. Intel may modify this Agreement (including any Policies) at any time by posting a revised version on the Site By continuing to use the Service Offerings after the effective date of any modifications to this Agreement, You agree to be bound by the modified terms. It is Your responsibility to check the Site regularly for modifications to this Agreement. Intel last modified this Agreement on the date listed at the end of this Agreement.

10.2 ASSIGNMENT. You will not assign or otherwise transfer this Agreement or any of Your rights and obligations under this Agreement, without our prior written consent. Any assignment or transfer in violation of this Section 10.1 will be void. Intel may assign this Agreement without Your consent (a) in connection with a merger, acquisition or sale of all or substantially all of our assets, or (b) to any affiliate or as part of a corporate reorganization; and effective upon such assignment, the assignee is deemed substituted for Intel as a party to this Agreement and Intel is fully released from all of its obligations and duties to perform under this Agreement. Subject to the foregoing, this Agreement will be binding upon, and inure to the benefit of the parties and their respective permitted successors and assigns.

10.3 GOVERNING LAW. The Governing Laws, without reference to conflict of law rules, govern this Agreement and any dispute of any sort that might arise between You and us. The United Nations Convention for the International Sale of Goods does not apply to this Agreement.

10.4 NO WAIVERS. The failure by us to enforce any provision of this Agreement will not constitute a present or future waiver of such provision nor limit our right to enforce such provision at a later time. All waivers by us must be in writing to be effective.

11.5 SEVERABILITY. If any portion of this Agreement is held to be invalid or unenforceable, the remaining portions of this Agreement will remain in full force and effect. Any invalid or unenforceable portions will be interpreted to effect and intent of the original portion. If such construction is not possible, the invalid or unenforceable portion will be severed from this Agreement but the rest of the Agreement will remain in full force and effect.

## DEFINITIONS.

“Account Information” means information about You that You provide to us in connection with the creation or administration of Your account. For example, Account Information includes names, usernames, phone numbers, email addresses and billing information associated with Your account.

“Site Content” means Content or Documentation Intel or any of our affiliates make available in connection with the Services or on the Site to allow access to and use of the Services.

The “Site” means <https://devcloud.intel.com/edge/> (and any successor or related site designated by us), as may be updated by us from time to time.

“Content” means software (including machine images), data, text, audio, video or images, or.

“Documentation” means any user guides, instruction, scrips or any other information which Intel may elect to provide on the Site or as part of or relating to the Services.

“Policies” means the Intel Terms of Use, Trademark Usage Guidelines, Intel Privacy Notice and Intel Cookie Notice.

“Service Offerings” means the services, software, and Intel Content made available for use on the Site solely in compliance with the terms of this Agreement.

“Suggestions” means all suggested improvements to the Service Offerings that You provide to us.

“Term” means the term of this Agreement described in Section 5.

“Termination Date” means the effective date of termination provided in accordance with Section 5 in a notice from one party to the other.

“Usage Data” means any information related to Your use of the Site, the Service Offerings, Content, or Documentation through the Site, including but not limited to workload, hardware configuration, algorithm selection, and content.

“Your Content” means Content that You transfer or load to the Site for Your usage or storage in connection with Your use of the Service Offering. Your Content does not include Account Information.

Date of Revision: July 2019