

**INTEL PRE-RELEASE LOAN AGREEMENT (“IPLA”)****THE PARTIES:**

<b>INTEL: *</b>	<b>RECIPIENT: **</b>
Intel Americas, Inc. and/or Intel Technology (US), LLC	
2200 Mission College Blvd. Santa Clara, CA 95052-8119	
*IPLA applies to Intel Americas, Inc., for any PRM delivered to Recipient within the United States, and to Intel Technology (US) LLC for any PRM delivered to Recipient outside the United States.	CNDA No.:
	**IPLA applies only to the entity(s) identified above and NOT to any other parent, subsidiary or affiliate entities of Recipient(s).

Subject to the terms and conditions of this IPLA, Intel may loan to Recipient Intel confidential hardware products that have not yet passed Intel’s quality and reliability requirements, which may be physically marked or otherwise identified as “Intel Confidential,” “Engineering Sample,” “ES,” “Pre-Production,” “Pre-Release,” “Sample,” or “Q-Spec,” and are not ready for commercial sale or re-distribution (the “PRM”). PRM may include Software (defined in Section 9), as well as documentation related to Intel confidential hardware products, when provided by Intel to Recipient under this IPLA.

**Intel and Recipient (the “Parties”) agree as follows:**

- LOAN PERIOD.** The “Loan Period” begins on the day the PRM is delivered by Intel to Recipient. Unless terminated earlier, the Loan Period will expire five (5) years after delivery of the PRM. Intel may, at any time, without liability or obligation, terminate the Loan Period and the loan of the PRM and request the return or destruction of all or part of its PRM. Recipient will promptly comply with those requests.
- OWNERSHIP.** Ownership and title to PRM will remain with Intel or its suppliers. Recipient will not represent that it has, or assert, any ownership interest in any PRM and will act as Intel’s bailee for all PRM received from Intel. Recipient will keep the PRM free of liens, attachments, and other encumbrances. Recipient will not deface, remove or alter any marking, ownership labels or notices.
- CONFIDENTIALITY.** RECIPIENT WILL AT ALL TIMES MAINTAIN APPROPRIATE PHYSICAL SECURITY OF PRM. The Parties agree that the PRM, the terms and content of this IPLA and Recipient’s use or evaluation of the PRM, including any knowledge of or information about pre-release features, performance, capabilities or errata and any problems encountered by Recipient and Feedback, are “Intel Confidential Information”. The Intel Corporate Non-Disclosure Agreement (“CNDA”), identified above, is hereby incorporated by reference and will govern the Intel Confidential Information disclosed under this IPLA. Any residual rights, express or implied, in the CNDA concerning Recipient’s residual use of Intel Confidential Information will not apply to Recipient’s use or evaluation of the PRM. In the event of a conflict between the terms of this IPLA and the terms of the CNDA, the IPLA will prevail.
- DISCLOSURE GUIDELINES.** Intel may provide Recipient with disclosure guidelines for specific PRM in connection with Intel’s launch update process (“ILU Guidelines”), including Intel-approved Recipient disclosure activities related to public launch of PRM. ILU Guidelines, if provided by Intel directly to Recipient, will be considered supplemental exceptions to Recipient’s obligation of confidentiality under this IPLA and the CNDA.
- PRM DELIVERY AND RELOCATION.** Unless otherwise agreed to in writing, PRM delivery is subject to Incoterms 2000: a) DDP when shipped to an address in the U.S., and b) DDU when shipped to an address outside the U.S. If Recipient needs to relocate PRM from the address delivered by Intel, Recipient will provide Intel the new address by sending an e-mail to **NDA-IPLA-admin@intel.com** at least five (5) business days before relocation. Recipient is responsible for relocation costs. PRM may only be relocated to a facility directly controlled and operated only by Recipient.
- REGULATORY COMPLIANCE.** Recipient understands that the PRM has not received regulatory approvals that might be required by a government. Recipient’s use of the PRM is, nonetheless, subject to any governmental or industry restrictions that a government might impose on that PRM. Absent labeling or written notice to the contrary, Recipient acknowledges that the PRM may only be used at its facilities, and may not under any circumstances be used in public areas, residential areas, or industry trade shows. Recipient agrees to promptly affix all revised labeling to the PRM when Intel provides the labeling to Recipient.
- PATENT LICENSE AND RESTRICTED USE.** Subject to Recipient’s compliance with the other terms and conditions of this IPLA, Intel grants Recipient, during the Loan Period, a worldwide, non-exclusive, non-transferable, non-sublicensable, terminable, fully paid license under Intel Licensed Patent Claims to use the PRM only for the Restricted Use. “Restricted Use” means Recipient’s use of the PRM, by Recipient’s employees and contractors, at Recipient’s facilities, to evaluate (i) an Intel reference design product,

or (ii) the suitability of the PRM for integration into, or ability to work with, Recipient's own products. "Licensed Patent Claims" means those claims of Intel's patents that are necessarily and directly infringed by Recipient's Restricted Use of the PRM, as the PRM is delivered by Intel to Recipient, not modified after Intel's delivery and not combined with anything else, and that Intel has the right to license under this Section 7 without obtaining the consent of, or paying consideration to, any third party. Recipient will not offer for sale, sell, transfer or distribute the PRM to any third party without prior written consent from Intel.

8. **ADDITIONAL RESTRICTIONS.** Recipient will not perform, nor allow, authorize or assist others in, reverse engineering, decompilation, disassembly, photographic or video reproduction, or the like on the PRM to attempt to learn information about the internal architecture, design, operation, manufacture, features, or functionality, beyond that information provided to Recipient. Nothing herein will be construed to limit Recipient's ability to design, develop, debug, optimize, or support Recipient's products without use of or access to the PRM.
9. **SOFTWARE LICENSE.** PRM may be provided with related software from Intel or its suppliers ("Software"). Software or portions thereof will be governed by the express license terms that accompany that Software. In the absence of an express Software license and subject to the terms and conditions of this IPLA, Intel grants Recipient a non-exclusive, non-transferable copyright license (without the right to sublicense) to reproduce Software only for the Restricted Use. Recipient is not licensed to modify, rent, sell or distribute Software. Recipient may make one back-up copy of Software.
10. **FEEDBACK.** Recipient agrees to periodically provide Intel with Feedback regarding its use of the PRM. "Feedback" means any suggestions, comments, corrections, or other information conveyed by Recipient to Intel about the PRM, Intel Confidential Information, or Intel products. Although Recipient may decide how much Feedback to give Intel, and how it provides that Feedback, Recipient grants to Intel a non-exclusive, irrevocable, worldwide, royalty-free license under Recipient's intellectual property rights in and to that Feedback to (a) display, perform, copy, create derivative works of, and distribute that Feedback (without reference to its source), and (b) to make, have made, use, sell, offer to sell, import, export and otherwise dispose of that Feedback, in products or services designed, developed, or made by or for Intel.
11. **OPTIONAL PRM LEASE FEE.** Intel may require payment for certain PRM to help offset Intel's costs to loan that PRM to Recipient ("PRM Lease Fee"). PRM Lease Fees will not form a sale or ownership transfer. Recipient is not obligated to pay PRM Lease Fees without Recipient's express agreement before PRM delivery.
12. **DISCLAIMERS.** THE PRM IS PROVIDED "AS IS", POSSIBLY WITH FAULTS, AND MAY: (I) INCLUDE FEATURES, CAPABILITIES OR ERRATA WHICH MAY NOT BE INCLUDED IN COMMERCIAL VERSIONS; (II) BE UNDER DEVELOPMENT AND SUBJECT TO CHANGE AT ANY TIME WITHOUT NOTICE; (III) NOT BE FULLY TESTED; (IV) LACK REGULATORY APPROVALS; AND (V) CONTAIN BUGS OR ERRORS. INTEL IS NOT OBLIGATED TO DEVELOP, RELEASE OR OFFER FOR SALE OR LICENSE A FINAL PRODUCT BASED ON THE PRM. RECIPIENT USES THE PRM AT ITS OWN RISK. INTEL DISCLAIMS ALL WARRANTIES WHATSOEVER, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT OF THIRD PARTY INTELLECTUAL PROPERTY. INTEL WILL NOT BE LIABLE TO RECIPIENT FOR ANY DIRECT, INDIRECT, PUNITIVE, INCIDENTAL, CONSEQUENTIAL, OR SPECIAL DAMAGES OF ANY KIND, EVEN IF ADVISED OF THE POSSIBILITY OF THOSE DAMAGES.
13. **TERM.** The IPLA begins on the date signed by Intel and will remain in effect unless terminated by either Party any time (with or without cause) by providing the other Party written notice of termination. Upon Intel's request, or the expiration of any applicable Loan Period, or the termination of the IPLA, Recipient will promptly return or destroy and certify destruction of all PRM (including all copies of any accompanying documentation and Software) in its possession. Sections 2, 3, 4, 6, 9, 10, (excluding obligation to provide Feedback), 11, 12, 13, 15, 16, and 17 will survive termination of this IPLA.
14. **EXPORT.** Recipient will not, either directly or indirectly, export the PRM, on a standalone basis or otherwise, without first obtaining any required license or other approval from the appropriate host Government or the U.S. Department of Commerce or any other agency or department of the host Government or the U.S. Government with appropriate authority.
15. **ASSIGNMENT.** Intel may assign or delegate its rights or obligations or any part thereof under this IPLA to any of its wholly-owned subsidiaries. Recipient may not assign, whether in conjunction with an acquisition, merger, consolidation or change of ownership or control, or any assignment by operation of law or otherwise any portion of this IPLA without Intel's written consent. Any attempt by Recipient to assign or delegate any rights, duties or obligations in this IPLA without Intel's prior written consent will be regarded as a material breach of this IPLA.
16. **GENERAL.** This IPLA and the referenced CNDA forms the entire agreement between the Parties for the subject matter hereof, and may only be amended in writing by authorized representatives of both Parties. The failure of either Party to enforce any right resulting from breach of any provision of the IPLA by the other Party will not be treated as a waiver of any right relating to a subsequent breach of that provision or of any other right. This IPLA will be governed by, subject to, and construed according to the laws of the State of Delaware, excluding its conflict of laws provisions. Recipient agrees to cooperate with Intel during commercially reasonable audits to verify Recipient's compliance with its obligations under this IPLA.
17. **NO IMPLIED RIGHTS.** As an essential basis of the bargain in this IPLA, it is the mutual intention of the Parties that no authorizations, covenants, licenses, or other rights are granted to Recipient under this Agreement by implication, estoppel, statute, operation of law or otherwise, except for those licenses expressly granted in Sections 7 and 9. Without limiting the preceding sentence, as an essential basis of the bargain in this IPLA, it is the mutual intention of the Parties that no authorizations, covenants, licenses or rights are granted by Intel, expressly or by implication, estoppel, statute, operation of law or otherwise to: (a) make, have made, sell, offer to sell or import the PRM; (b) make, have made, use, sell, offer to sell or import

Recipient's products; or (c) to any claims of any patents, patent applications, or other patent rights of Intel or its affiliates other than the Licensed Patent Claims. Recipient agrees that (i) the consideration provided under this IPLA only covers the limited licenses expressly granted to Recipient in Section 7 and Section 9 and that any rights under any claims of any patents, patent applications, or other patent rights of Intel or its affiliates other than the Licensed Patent Claims would require a separate license and additional consideration, and (ii) nothing in this IPLA requires or will be treated to require Intel to grant any separate license.

<b>INTEL:</b>
_____
Authorized Signature
_____
Printed Name
_____
Title
_____
Date

<b>RECIPIENT:</b>
_____
Authorized Signature (e.g., Vice President or General Manager)
_____
Printed Name
_____
Title (English only)
_____
Date (mm/dd/yyyy)

**Intel Contact:** \_\_\_\_\_ **Mail Stop:** \_\_\_\_\_ **Phone:** \_\_\_\_\_

**SIGNED IPLA RETURN INSTRUCTIONS:**

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 2200 Mission College Blvd, Mailstop RNB 4-151  
 Santa Clara, CA 95054-1549 UNITED STATES

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