

## TERMS AND CONDITIONS OF SALE

The following are the terms and conditions under which Intel Corporation, a Delaware corporation, and its subsidiaries and affiliates ("Intel") sells hardware goods and, subject to the applicable software license agreement, licenses software products (collectively the goods, software, and unmodified terms of this Agreement, and the software licenses when applicable, constitute the "Product" unless the context indicates that only the goods are intended). These terms shall govern the sale of Product by the Intel entity named in any associated acknowledgment. Any contrary or conflicting terms, however and whenever received, are hereby expressly rejected.

### 1. PRICES

Prices and license fees are set forth on the face hereof, or on the applicable pricing attachment. If no price is stated, the price is that specified in the then current Intel Price List at the time of order acceptance by Intel. If Buyer does not purchase or license the quantity in the specified time period or otherwise comply with the obligations upon which these prices are based, Intel may, at its sole discretion, charge Buyer the price stated in the Intel Price List for the quantity actually acquired in the time period. Prices specified herein exclude taxes. Buyer will pay any tax, however designated (and any related interest or penalty), imposed with respect to the Products sold.

### 2. TERMS OF PAYMENT AND SECURITY INTEREST

(a) Terms of payment are payment received at Intel's bank thirty (30) days from date of invoice. All sales are subject to the prior approval of Intel's Credit Department. Whenever requested by Intel, Buyer will promptly submit its most current available financial information. Buyer has received and reviewed a copy of the Intel Corporation Money Laundering Prevention Policy (the "Policy") and with respect to its transactions with Intel, agrees to abide by all of the payment terms and conditions therein. Buyer understands that Intel may refuse to accept forms of payment specified as unacceptable in the Policy.

(b) If at any time the financial condition of Buyer so warrants, or if Buyer fails to make payment(s) when due, or if Buyer fails to supply requested financial documentation or defaults in any way, all payments may, in Intel's sole and absolute discretion, become immediately due and payable and Intel may alter terms of payment, suspend credit, delay, stop or recall shipment, and/or pursue any and all remedies available at law or in equity or otherwise under this Agreement. In such event, Intel will be entitled to reimbursement from Buyer upon demand for all expenses incurred by Intel in respect thereof, including, without limitation, reasonable attorneys' fees and costs. Intel may charge and Buyer agrees to pay upon demand the lesser of 1½% per month or the highest lawful monthly rate on overdue accounts.

(c) Buyer hereby grants Intel, for itself and as collateral agent on behalf of each of Intel's subsidiaries, a security interest in (i) all present and future Product sold, delivered or licensed by Intel to Buyer, including, without limitation, any and all goods, general intangibles (including software), equipment and inventory described herein or in any subsequent document, (ii) all present and future books and records, including, without limitation, books of account and ledgers, computer programs, computer tapes, computer software and data relating to Buyer or to any personal property subject to a security interest granted herein; and (iii) all proceeds thereof, whether now owned and existing or hereafter acquired or arising, including, without limitation, (A) all rents, issues, royalties and profits of or from any of the foregoing, (B) all personal property now or hereafter received by Buyer upon the sale, exchange, lease, transfer or other disposition of any of the foregoing, and (C) any amounts now or hereafter payable under any insurance policy by reason of any loss or damage to any of the foregoing or any proceeds thereof to secure the prompt and unconditional payment and performance by Buyer of all indebtedness, obligations, debts and liabilities owed to Intel. Buyer agrees, upon request by Intel, to execute promptly any documents and perform any other acts at Buyer's sole expense that Intel deems necessary or advisable to confirm, continue and/or perfect the security interests granted herein. In addition to and not in limitation or derogation of the foregoing, Buyer hereby irrevocably authorizes Intel to execute and file any one or more financing statements covering all personal property subject to the security interests granted herein by Buyer in favor of Intel.

### 3. TITLE AND DELIVERY

(a) All shipments to delivery destinations within the United States or Puerto Rico are made Ex-Works (EXW as per Incoterms 2000) at the point of shipment (Intel factory, redistribution center or other designated point).

(b) All shipments to delivery destinations outside the United States or Puerto Rico are made Delivered Duty Unpaid (DDU as per Incoterms 2000) to the port of entry in the destination country. Title to Product and risk of loss will pass to Buyer at the point of landing in the destination country, prior to entry through customs.

(c) Delivery dates and product availability as set forth on the face hereof or as otherwise communicated to Buyer are estimates only. Intel will make reasonable efforts to deliver in accordance with these dates; however, Intel will not be liable for failure to deliver as estimated. Shipment of Product may originate from either Intel or its authorized sub-contractors or distributors.

(d) If Buyer participates in any of Intel's specialized delivery programs, the terms of such program with respect to title and delivery of affected Products shall supersede conflicting terms contained in subsections (a) and (b) of this Section 3.

(e) In the event of Product shortages or an inability to meet Buyer requested requirements for any reason whatsoever, Intel may allocate production among its customers in its sole and absolute discretion.

(f) Unless otherwise specified, Products will be shipped in Intel's standard packaging and by the method Intel and/or its sub-contractor deems best for Product shipment. If special packaging or shipping is requested, the additional cost of the same will be invoiced to Buyer.

### 4. CANCELLATION AND RESCHEDULING

If Buyer (i) cancels all or part of any order; (ii) fails to meet any obligation hereunder, causing cancellation or rescheduling of all or part of any order; or (iii) requests a rescheduling of scheduled Product and the request is accepted by Intel, Buyer agrees as follows:

#### (a) Standard Product.

Buyer may not cancel all or part of any order for Standard Product within thirty (30) days of the date scheduled for shipment. Upon written notice to Intel, Buyer may cancel all or part of any order for Standard Product scheduled for shipment beyond thirty (30) days after Intel receives Buyer's written cancellation notice. Buyer will be liable for any quantity price adjustment resulting from any such cancellation. For purposes of this Agreement "Standard Product" means any Product not deemed to be a "Custom Product" as defined in Section 4(b).

(b) Custom Product – Buyer may not cancel all or part of any order for Custom Product within sixty (60) days of the date scheduled for shipment. Upon written notice to Intel, Buyer may cancel all or part of any order for Custom Product scheduled for shipment beyond sixty (60) days after Intel receives Buyer's written cancellation notice. Buyer will be liable for any quantity price adjustment resulting from any such cancellation. For purposes of this Agreement, a "Custom Product" shall mean any Product that (i) is not on the standard price list of Intel; (ii) contains any item, component, design, marking, packaging or other specification unique to Buyer; or (iii) contains negotiated terms that vary from Intel's standard license terms or vary the terms of this Agreement.

(c) End of Life Product. – From time to time, Buyer may place an order for Product that has been announced by Intel as being discontinued, a last time buy or End of Life (collectively, "EOL Products"). Unless otherwise agreed to in writing by Intel, orders for EOL Products are non-cancelable and must be in compliance with Intel's EOL notice for such Product, and Buyer shall remain fully responsible for all Intel costs associated with the production and delivery of EOL Products.

(d) Rescheduling — Upon written notice to Intel, Buyer may request the rescheduling of the shipment of all or part of any order (other than orders for EOL Products) for (i) Standard Product scheduled for shipment more than thirty (30) days after Intel receives Buyer's written request for reschedule; and (ii) Custom Product scheduled for shipment more than sixty (60) days after Intel receives Buyer's written request for reschedule. Unless otherwise agreed to by Intel in writing, Product shipment may only be rescheduled once and no reschedules will exceed sixty (60) days from the originally scheduled ship date.

### 5. LIMITED WARRANTY

(a) Hardware Products. Intel warrants that hardware Products to be delivered hereunder, if properly used, will be free from defects in material and workmanship and will substantially conform to Intel's publicly available specifications for one (1) year following the date of shipment unless a different warranty statement is specified (i) in the Intel Price List in effect at time of shipment; (ii) on Product packaging; or (iii) on Intel's quotation.

(b) There is no obligation to provide service and/or support until full payment is received. Terms and conditions of support are at Intel's discretion. Affirmative statements about support by any third party are provided by that party and will not be binding on Intel.

(c) Intel does not warrant that hardware Products to be delivered hereunder will be free from design defects or errors known as "errata". For purposes of this section, "errata" are design defects or errors that may cause the Products to deviate from published specifications.

(d) Software Products. If the Products delivered to Buyer hereunder include software components, Intel warrants that the media on which the Intel software is furnished to Buyer will be free from defects for a period of thirty (30) days from the date of delivery. If such a defect appears within the warranty period, Buyer may return the defective media to Intel for replacement without charge. Replacement is Buyer's sole remedy with respect to such a defect. Intel does not warrant that software Products will operate without interruption or error. Intel makes no warranty with respect to defective conditions or non-conformities resulting from Buyer's use, misuse, misinstallation, mishandling, neglect, accident, or abuse of software Products; or errors resulting from incorporation of software Products into a system, or failure of Buyer to apply Intel-supplied modifications or corrections.

(e) Electronic Systems Applications. Buyer agrees that Intel will not be liable for any downtime or system interruption that may be attributed to Buyer's use of Intel's electronic transaction applications.

(f) Disclaimer. THE ABOVE WARRANTIES ARE IN LIEU OF ANY OTHER WARRANTY, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR ANY PARTICULAR PURPOSE, NONINFRINGEMENT, OR ANY WARRANTY OTHERWISE ARISING OUT OF ANY PROPOSAL, SPECIFICATION OR SAMPLE. INTEL NEITHER ASSUMES NOR AUTHORIZES ANY PERSON TO ASSUME FOR IT ANY OTHER LIABILITY. EXCEPT FOR END-USER PRODUCT WARRANTIES DELIVERED WITH THE PRODUCT AS CONTAINED IN THE PRODUCT PACKAGING, THESE WARRANTIES ARE PROVIDED SOLELY TO BUYER AND ARE NOT SUBJECT TO ASSIGNMENT, TRANSFER OR PASS-THROUGH TO BUYER'S END CUSTOMERS.

(g) Remedy. If any Product furnished by Intel fails to conform to any warranty, Intel's sole and exclusive liability will be, at Intel's option, to repair, replace or credit Buyer's account with an amount equal to the price paid for any such Product which fails during the applicable warranty period. To receive the benefit of the foregoing warranty, (i) Buyer must follow Intel's return instructions; (ii) Buyer must promptly notify Intel in writing within the applicable warranty period that such Product is defective and must furnish an explanation of the deficiency; (iii) such Product must be returned to Intel's service facility at Buyer's risk and expense; and (iv) Intel must be satisfied that claimed deficiencies exist and were not caused by accident, misuse, neglect, alteration, repair, improper installation or improper testing. Unless otherwise agreed to by Intel in writing, if such Product is defective, transportation charges for the return of the repaired Product to Buyer within the United States will be paid by Intel. Returned Product that is found by Intel not to be defective or that contains missing or damaged parts will be returned to Buyer at Buyer's sole cost and expense with credit, replacement or repair disapproved. For all other locations, the warranty excludes all costs of shipping, duty, customs clearance, and other related charges. Intel will have a reasonable time to make repairs or to replace Product or to credit Buyer's account.

(h) Exclusive Remedy. IN NO EVENT WILL INTEL BE LIABLE FOR ANY MONETARY DAMAGES OR OTHER COSTS ASSOCIATED WITH WARRANTY CLAIMS WHETHER FOR THE REPLACEMENT OR REPAIR OF PRODUCTS, INCLUDING LABOR, INSTALLATION OR OTHER COSTS INCURRED BY BUYER AND, IN PARTICULAR, ANY COSTS RELATING TO THE REMOVAL OR REPLACEMENT OF ANY PRODUCT SOLDERED OR OTHERWISE PERMANENTLY AFFIXED TO ANY PRINTED CIRCUIT BOARD.

#### 6. LIMITATION OF LIABILITY

EXCEPT AS EXPRESSLY SET FORTH IMMEDIATELY BELOW, IN NO EVENT WILL INTEL BE LIABLE FOR ANY DAMAGES WHETHER ARISING FROM LOSS OF PROFITS, LOSS OF USE, INCIDENTAL, CONSEQUENTIAL, OR SPECIAL DAMAGES, IRRESPECTIVE OF WHETHER INTEL HAS ADVANCE NOTICE OF THE POSSIBILITY OF SUCH DAMAGES.

IN NO EVENT WILL INTEL'S TOTAL CUMULATIVE LIABILITY TO BUYER, INCLUDING INDEMNITY UNDER SECTION 7 BELOW AND ANY DIRECT DAMAGES ARISING FROM THIS AGREEMENT, EXCEED THE SUM PAID TO INTEL BY BUYER FOR PRODUCTS SOLD UNDER THE PARTICULAR PURCHASE ORDER HEREUNDER WHICH ARE THE SUBJECT OF AND DIRECTLY AFFECTED BY SUCH CLAIMS.

IN NO EVENT OTHER THAN AS STATED IN SECTION 7 BELOW, WILL INTEL BE LIABLE IN INDEMNITY TO BUYER. THIS INCLUDES, WITHOUT LIMITATION, LIABILITY FOR LOSS OR CORRUPTION OF DATA.

UNLESS OTHERWISE AGREED IN WRITING BY INTEL, THE INTEL PRODUCTS SOLD HEREUNDER ARE NOT DESIGNED, OR INTENDED FOR USE IN ANY MEDICAL, LIFE SAVING OR LIFE SUSTAINING SYSTEMS, TRANSPORTATION SYSTEMS, NUCLEAR SYSTEMS, OR FOR ANY OTHER MISSION CRITICAL APPLICATION IN WHICH THE FAILURE OF THE INTEL PRODUCT COULD CREATE A SITUATION WHERE PERSONAL INJURY OR DEATH MAY OCCUR. Should Buyer purchase or use Intel's Products for any such unintended use, Buyer shall indemnify and hold Intel and its directors, officers, subsidiaries, sub-contractors and affiliates harmless against all claims, costs, damages, and expenses, and reasonable attorney fees arising out of, directly or indirectly, any claim of product liability, personal injury or death associated with such unintended use, even if such claim alleges that Intel or its sub-contractor was negligent regarding the design or manufacture of the Intel Product or any of its parts.

#### 7. PATENT AND COPYRIGHT INDEMNIFICATION

(a) General. Intel will defend or settle any suit or proceeding brought against Buyer based upon a claim that any hardware Product furnished hereunder or part thereof, alone and not in combination with any other product, constitutes an infringement of any United States patent or copyright and Intel will pay all damages and costs finally awarded against Buyer provided that: (i) Intel is notified promptly in writing of such claim; (ii) Intel solely controls the defense or settlement of the claim; and (iii) Buyer fully and timely cooperates and provides all requested authority, information and assistance to Intel to properly defend any such suit or proceeding (at Intel's expense). Intel will not be responsible for any costs, expenses or compromise incurred or made by Buyer without Intel's prior written consent. In the event of settlement of the claim in accordance with this Section 7 or if the use of such Product is permanently enjoined by a United States court, Intel will, in its sole discretion and at its own expense, procure for Buyer the right to continue using said Product, replace same with a non-infringing Product, modify it so that it becomes non-infringing, or upon its return credit the Buyer the sum paid to Intel by Buyer, less appropriate depreciation, for the infringing Product.

(b) Personal Indemnity. The foregoing indemnity is personal to Buyer and shall under no circumstance be assignable, transferable or subject to pass-through to Buyer's indirect customers, and Buyer will notify such end customers that they must look solely to Buyer in connection with any claim of infringement arising from purchases made through Buyer.

(c) Exclusions. Intel will not be liable for any costs or damages, and Buyer will indemnify, defend and hold Intel harmless from any expenses, damages, costs or losses resulting from any suit or proceeding based upon a claim arising from: (i) Intel's compliance with Buyer's designs, specifications or instructions; (ii) modification of the Product by a party other than Intel after delivery by Intel; (iii) the use of any Product or any part thereof furnished hereunder in combination with any other product; (iv) any unintended or unauthorized use of Products; or (v) the direct or contributory infringement of any process patent using any Product furnished hereunder.

(d) No License. Sale of any Product by Intel does not confer upon Buyer a license under any patents, trade secrets, trademarks or copyrights to combine any Product furnished hereunder with any other product or to modify any Product furnished hereunder.

(e) Exclusive Remedy. The foregoing states the entire obligation and exclusive remedy of each of the parties hereto with respect to any alleged patent or copyright infringement by any Product furnished hereunder and is subject to the limitation of liability of Section 6 above.

#### 8. SOFTWARE

Buyer agrees that software furnished by Intel is subject to strict compliance by Buyer with each and all of the terms of the applicable software license agreement.

#### 9. INSTALLATION AND MAINTENANCE

If Buyer requests Intel to install or perform maintenance on any Product to be supplied and if Intel agrees to install or perform such maintenance, Buyer will enter into a separate service agreement and pay Intel's then current charges for such installation or maintenance.

#### 10. PRODUCT AND MANUFACTURING CHANGES

Intel may modify the specifications or manufacturing processes for the Product, provided the modifications do not adversely affect form, fit, or function of the Product except with respect to form, fit or function changes required by health, safety, law, regulation or industry standards. Intel shall use reasonable efforts to provide Buyer with notice of the proposed Product modifications discussed herein.

#### 11. FORCE MAJEURE

Neither party will be liable for any failure to perform acts, other than payment obligations, due to unforeseen circumstances or causes beyond the parties' reasonable control, including, but not limited to, acts of God, war, riot, embargoes, acts of civil or military authorities, acts of terrorism or sabotage, electronic viruses, worms or corrupting microcode, shortage of supply or delay in delivery by Intel's vendors, fire, flood, earthquake, accident, strikes, radiation, inability to secure transportation, failure of communications or electrical lines, facilities, fuel, energy, labor or materials.

In an event of force majeure, either party's time for delivery or other performance will be extended for a period equal to the duration of the delay caused thereby.

#### 12. EXPORT

Buyer will not export, either directly or indirectly, any Product or system incorporating such Product 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.

#### 13. GENERAL

(a) The terms herein will be governed by the laws of the State of Delaware U.S.A. notwithstanding its conflicts of laws provisions, and the parties have agreed that the United Nations Convention for International Sale of Goods shall not govern this Agreement.

(b) All rights and remedies, whether conferred hereunder or by any other instrument or law, will be cumulative and may be exercised singularly or concurrently. Failure by either party to enforce any term will not be deemed a waiver of future enforcement of that or any other term. The terms and conditions stated herein are declared to be severable. Should any term(s) or condition(s) of this Agreement be held to be invalid or unenforceable the validity, construction and enforceability of the remaining terms and conditions of this Agreement shall not be affected.

(c) Neither party may assign any rights, duties or obligations hereunder without the prior written approval of the other and any attempt to assign any rights, duties or obligations hereunder without the other's written consent will be void. Notwithstanding the foregoing, Buyer hereby acknowledges that Intel may use sub-contractors to manufacture and/or ship Product without Buyer's prior approval.

(d) These terms and conditions constitute the entire agreement between the parties with respect to the subject matter hereof. These terms and conditions will prevail notwithstanding any different, conflicting or additional terms and conditions that may appear on any order submitted by Buyer, which conflicting terms are specifically rejected by Intel and withdrawn by Buyer. Deviations from these terms and conditions are not valid unless agreed to in writing by an authorized representative of Intel.

(e) Any action, other than an action for collection of debt, commenced under this Agreement must be commenced within one year after the cause of action accrues.

(f) Portions of information provided by Intel are confidential and are so marked. Such marked information shall be treated as confidential pursuant to the terms of the applicable CNDA between Intel and Buyer. If there is no CNDA in place, Buyer will nonetheless not disclose, distribute or make use of any such information except as expressly authorized in writing by Intel. Intel retains all rights in and to Product specifications, designs, engineering details, discoveries, inventions, patents, copyrights, trademarks, trade secrets and other proprietary rights relating to the Products. Buyer will treat all passwords provided for access to Intel electronic transaction applications as confidential. Buyer acknowledges and agrees that any breach by Buyer of the foregoing restrictions would irreparably injure Intel and that damages would be inadequate to compensate Intel for such a breach.

(g) All written notices required or permitted to be given under this Agreement may be sent by electronic transmission in lieu of traditional paper format, provided that the party sending the notice can confirm the authenticity of the transmission and accurately demonstrate that the transmission was sent by an authorized representative and thereafter received by the entity or individual designated by the receiving party. Neither party will contest the enforceability of any transaction solely on the basis that the transaction was conducted electronically.