

Intel® Liftoff Program Agreement

The Intel® Liftoff Program (the “**Program**”) is a free program designed to assist early stage startups to accelerate their growth through access to cutting-edge technology and deep expertise from Intel engineers and industry experts, Intel go-to-market and business support, as well as to provide connections with industry ecosystem partners and investors. The Program is targeted at startups developing innovative software solutions for accelerated computing – AI, Deep Learning, Machine Learning, Data Analytics, HPC, Graphics, and Rendering (“**Startup(s)**”).

These terms and conditions (the “**Agreement**”) for the Program are an agreement between you, or the company or other legal entity that you represent and warrant you have the legal authority to bind, (each, “**you**” or “**your**”) and Intel Corporation and its affiliates (“**Intel**”) regarding your participation in the Program. If You do not agree to the terms of this Agreement, or do not have the legal authority or required age to agree to them, do not accept these terms. This Agreement becomes effective the earlier of the date you first accept these terms or register for the Program (the “**Effective Date**”).

1. Program Details.

Intel’s Program mission is to accelerate innovation by empowering Startups with the broadest range of computing architectures (CPU, GPU, FPGA, ASICs) and the most open, scalable, and advanced development tools.

Your Startup can apply to join the Program anytime by filling out the Program’s online application with complete and accurate information. Acceptance into the Program is at Intel’s sole discretion. If you are accepted by Intel, you can stay in the Program throughout your entrepreneurship journey: there are no time limits or set milestones required for your continued participation in the Program. Using Intel technologies or the Intel oneAPI toolkits

(<https://www.intel.com/content/www/us/en/developer/tools/oneapi/overview.html>) is not a prerequisite. Intel reserves the right to deny any application in its sole discretion.

The Program provides access to a web portal featuring technical content and training, technical support, and access to Intel hardware, including production hardware and certain pre-released hardware upon approval by Intel, on the Intel® DevCloud. Intel reserves the right to change or terminate Program benefits at any time. Some Program benefits and features may be subject to separate terms and conditions.

A Premium Program with increased benefits is available to more mature Startups after internal evaluation and approval by Intel. The Premium Program is subject to additional terms and conditions which will be provided to you if you are approved by Intel for this program.

2. Program Requirements

You agree that you will only use the Program benefits for the purposes of the Program and in compliance with this Agreement, and that you will not share with, disclose, transfer or sell the Program benefits to third parties outside of the members of your Startup.

Each party will pay its own costs and expenses associated with undertaking activities under this Agreement.

3. Confidential Information; Publicity.

3.1 Intel Confidential Information. As part of the Program requirements, you will enter into the one-way Corporate Non-Disclosure Agreement set forth in Attachment 1 (the “**CNDA**”) with Intel to govern the disclosure of Intel’s Confidential Information (as defined in the CNDA) with you.

3.2 Your Confidential Information. Intel cannot be responsible for the protection of the confidential information of all Program participants, especially since different participants may have similar information they consider to be their confidential information. **You warrant that you will not disclose any of your confidential information with Intel as part of the Program.** You agree that any information you share with Intel is public information that Intel free to use in any way it wishes.

3.3 Publicity. You grant Intel the right to use the name of your Startup or logos for promotional and marketing purposes in promoting or publicizing the Program. You may state publicly that you are a member of the Intel® Liftoff Program. Except for this statement, you may not use Intel’s name, or the names of any Intel employees, in any publication, advertisement or other announcement, without Intel’s prior written consent in each instance.

4. Ownership

No ownership rights of either party’s intellectual property are transferred under this Agreement, nor is any license or right granted by either party to the other party directly or expressly, or by implication, inducement, estoppel or otherwise.

5. No Warranty. Disclaimer.

Intel disclaims all warranties of any kind with regard to the Program and anything that Intel provides to you under this Agreement, and the terms and remedies provided in this Agreement are instead of any other warranty or condition, express, implied or statutory, including those regarding merchantability, fitness for any particular purpose, non-infringement or any warranty arising out of any course of dealing, usage of trade, proposal, specification or sample. Intel does not assume (and does not authorize any person to assume on its behalf) any liability.

6. Limitation of Liabilities.

Intel will not be liable for any of the following losses or damages (whether such losses or damages were foreseen, foreseeable, known or otherwise): (i) loss of revenue; (ii) loss of actual or anticipated profits; (iii) loss of the use of money; (iv) loss of anticipated savings; (v) loss of business; (vi) loss of opportunity; (vii) loss of goodwill; (viii) loss of use of Intel Confidential Information or materials; (ix) loss of reputation; (x) loss of, damage to, or corruption of data; or (xi) any indirect, incidental, special or consequential loss of damage however caused (including loss or damage of the type specified in this Section 6).

Intel’s total cumulative liability to You, including for direct damages for claims relating to this Agreement, and whether for breach of contract, negligence, or for any other reason, will not exceed \$100.

You acknowledge that the limitations of liability provided in this Section 6 are an essential part of this Agreement.

7. Intel's Privacy Notice.

Intel is committed to respecting Your privacy. To learn more about Intel's privacy practices, including how Intel collects, stores, and maintains information, please visit <http://www.intel.com/privacy>.

Intel may communicate with you on occasion regarding your participation in the Program. Your acceptance of the terms and conditions of this Agreement constitutes your consent to these communications.

8. Term and Termination.

This Agreement begins on the Effective Date and continues unless and until it is terminated according to this Section. Either you or Intel may terminate this Agreement at any time for any reason by giving written notice to the other party of termination which will be effective as of the date stated in the notice.

The following sections survive termination of this Agreement: Sections 3, 4, 5, 6, 7, - 8 (this sentence), and 9.

9. General Provisions.

9.1 Governing Law. Delaware and United States law governs this Agreement and any dispute arising out of or relating to it without regard to conflict of laws principles. The state and federal courts in Delaware 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. **The parties exclude the application of the United Nations Convention on Contracts for the International Sale of Goods (1980).**

9.2 Compliance with Laws. The parties must comply with all applicable laws, including the U.S. Foreign Corrupt Practices Act, the U.K. Bribery Act, and any other applicable local anti-corruption law, present and future, and all orders, regulations, directions, or requests of any government having jurisdiction over the parties.

9.3 Severability. If a court holds a part of this Agreement unenforceable, the court will modify that part to the minimum extent necessary to make that part enforceable, or if necessary, sever that part. The rest of this Agreement remains fully enforceable.

9.4 Changes to Program and Agreement.

Intel may make changes to the Program, the benefits of the Program, or to this Agreement at any time in its sole discretion. You will receive notice of any changes on the web portal. Your continued use of the web portal and participation in the Program after notification of any changes constitutes your acceptance of the changes to the Program, the benefits or this Agreement.

9.5 Independent Development. You understand and acknowledge that under the Program, there may be other Startups participating in the Program with similar products, services, and ideas. This Agreement does not preclude Intel from: (a) independently designing, developing, making, marketing, or

distributing any technologies or products; or (b) entering into any arrangements with other third parties, including evaluating or acquiring a third party's technologies or products.

9.6 Independent Contractors. The parties are independent contractors. Neither party can assume or create any obligations on behalf of the other or bind the other to any agreement or obligation. Nothing in this Agreement may be construed to create a partnership, joint venture, employment, fiduciary, or agency relationship between the parties.

9.7 Notices. You may send any legal notices or similar correspondence to Intel Corporation, 2200 Mission College Blvd., Santa Clara, CA 95054; Attention: SATG Legal.

9.8 Assignment. Neither party may assign any rights or delegate any duties under this Agreement, in whole or in part, whether by contract, operation of law, acquisition, merger, consolidation, sales of all or substantially all of a party's outstanding shares or assets, other changes of control or any other event without the prior written consent of the other party. Any attempt to assign any rights, duties or obligations without Intel's written consent will be a material breach of this Agreement and will be null and void.

9.9 Force Majeure. Neither party will be responsible to the other party for delay in performing its obligations, or failure to perform any obligations, under this Agreement, if the delay or failure results from issues beyond its reasonable control, such as acts of God, fire, theft, war, riot, embargoes, or acts of civil or military authorities, such as acts of God, fire, theft, war, riot, embargoes, or acts of civil or military authorities.

9.10 Costs and Expenses. Each Party will pay its own costs and expenses associated with undertaking activities under this Agreement.

Attachment 1
Corporate Non-Disclosure Agreement

This Corporate Non-Disclosure Agreement (“**CNDA**”) is entered into between Intel and the person or company entering into the Agreement (the “**Participant**”) and is effective as of the Effective Date of the Agreement.

BY ENTERING INTO THIS CNDA, PARTICIPANT AND INTEL AGREE AS FOLLOWS:

1. Definitions.
 - 1.1 “**Confidential Information**” means Intel’s confidential, proprietary, and trade secret information to be disclosed by Intel under this CNDA, and comprises:
 - (A) information in tangible form that (1) bears a Confidentiality Legend, or (2) does not bear any Confidentiality Legend, if Participant knew, or reasonably should have known under the circumstances, that the information was confidential and had been communicated to it in confidence, and
 - (B) discussions about that information that may occur before, at the same time, or after disclosure of the information.
 - 1.2 “**Confidentiality Legend**” means a “confidential,” “proprietary,” “secret,” or similar legend.
 - 1.3 “**Covered Persons**” means employees, contingent workers, and professional advisers of Participant.
2. Intel Obligations. Intel will make reasonable efforts to mark its Confidential Information in tangible form with a Confidentiality Legend before disclosure.
3. Participant Obligations. Participant must:
 - 3.1 maintain the confidentiality of the Confidential Information with at least the same degree of care that it uses to protect its own confidential and proprietary information, but no less than a reasonable degree of care under the circumstances;
 - 3.2 disclose any Confidential Information only to Participant’s Covered Persons who have a need to know and who have agreed in writing to abide by nondisclosure terms at least as comprehensive as those in this CNDA. Participant will be liable for breaches of this CNDA by its Covered Persons;
 - 3.3 not disclose any Confidential Information to any other third party; and
 - 3.4 not make any copies of the Confidential Information except copies that are necessary for Participant’s disclosures under Section 3.2. Participant will identify any copies as originating from Intel and retain any existing Confidentiality Legends on the copies.
4. Duration of the Obligation of Confidentiality. Subject to the exceptions in Section 5, the confidentiality obligations in this CNDA will bind Participant for each disclosure for five years from the receipt of Confidential Information.
5. Exceptions to the Obligation of Confidentiality. Participant will not be liable for the disclosure of any Confidential Information that is:
 - 5.1 generally made available publicly or to third parties by Participant without restriction on disclosure;
 - 5.2 received without any obligation of confidentiality from a third party who rightfully had possession of the information;
 - 5.3 rightfully known to Participant without any limitation on disclosure, before its receipt from the disclosing party;
 - 5.4 the same as information that is independently developed by Covered Persons of Participant; or

5.5 required to be disclosed under applicable laws, regulations, or court, judicial, or government agency orders. Participant must give Intel reasonable notice before this disclosure, and seek a protective order, confidential treatment, or other remedy, if available, to limit the scope of the required disclosure.

6. Title. Title or the right to possess Confidential Information as between the parties will remain in Intel.

7. No Obligation of Disclosure. Termination. Intel does not have any obligation to disclose Confidential Information to Participant under this CNDA. Either party may terminate this CNDA at any time without cause by giving written notice to the other party. Participant's obligations concerning Confidential Information disclosed during the term of this CNDA will survive any termination as provided in Section 4. Intel may, at any time, request in writing the return or destruction of all or part of its Confidential Information previously disclosed, and all copies of it. Participant must promptly comply with this request, and certify in writing its compliance.

8. General.

8.1 Independent Parties; No Obligation to Buy or Sell. This CNDA does not create a joint venture, partnership, or other form of business association between the parties, or any obligation to buy or sell products using or incorporating the Confidential Information.

8.2 No License. In this CNDA, Intel does not grant to Participant any license under any patents, copyrights, trademarks, or mask works, either expressly, by implication, inducement, estoppel, or otherwise. Any license under these intellectual property rights must be express and in a separate signed writing.

8.3 No Waiver. If either party fails to enforce any provision in this CNDA, that party reserves and does not waive the right to enforce the same provision or any other provision of this CNDA at a later time.

8.4 Governing Law; Non-Exclusive Jurisdiction. All disputes arising out of or related to this CNDA, including without limitation all matters connected with its performance, will be governed by, and construed and interpreted under, the laws of the United States of America and the State of Delaware, without reference to conflict of laws principles. Any disputes arising out of or related to this CNDA, including without limitation all matters connected with its performance, may be brought in the courts of the State of Delaware or the federal courts sitting in that State. Each party hereby irrevocably submits to the non-exclusive personal jurisdiction of those courts and irrevocably waives all objections to that jurisdiction and venue for those disputes.

8.5 Entire Agreement. This CNDA contains the complete and exclusive agreement and understanding between the parties concerning the subject matter of this CNDA. It supersedes all prior and contemporaneous oral or unsigned, written agreements, understandings, or communications between the parties relating to the same subject matter, but will not supersede any other signed, written agreements between the parties, including without limitation, other non-disclosure agreements. This CNDA may not be modified except in a writing signed by the parties.

8.6 DISCLAIMER OF WARRANTIES. INTEL DISCLAIMS ALL WARRANTIES FOR ALL CONFIDENTIAL INFORMATION DISCLOSED UNDER THIS CNDA, INCLUDING WITHOUT LIMITATION ALL WARRANTIES ABOUT THE ACCURACY OR UTILITY OF THE CONFIDENTIAL INFORMATION.

8.7 ELECTRONIC SIGNATURE. If this CNDA, or any amendment to this CNDA, is executed electronically in lieu of traditional means of contract execution, the parties agree that an electronic signature will be legally binding. Neither party will contest the enforceability of this CNDA on the basis that it was executed electronically.