



TECHNOLOGY ACCESS PROGRAM  
Subscription Form

Intel is making certain confidential information and materials available to qualified industry software developers interested in creating products that work with Intel's MMX™ technology. There is a nominal fee for an annual subscription at three levels of participation:

- Technology Developer Kit Subscription (\$295/year)  
Quarterly Technology Developer Kit CD-ROM includes releases of software relating to MMX technology, ProShare™ Conferencing Premier Software, VTune, Performance Tool Set , Indeo® video interactive, RDX, and future designated technologies from Intel Architecture Labs.
- Support Subscription (\$995/year)  
Technology Developer Kit Subscription  
Technical Consultation (up to 12 hours)  
Access to confidential website  
Eligibility for participation in beta programs of the Intel Architecture Labs
- MMX™ Technology Support Subscription (\$1495/year)  
Support Subscription  
Loan of a pre-release Intel processor incorporating MMX instructions  
Installation within service areas (Developer purchases Gateway system)

The subscriptions are governed by the attached Technology Access Program Agreement ("TAP"). If your company wants to participate in this activity, please review the terms and have an authorized representative of your company sign below. Once it is signed,

Fax to:

Intel Corporation  
DRG Developer Support Program  
(503) 234-6762

Or Mail to:

Intel Corporation  
DRG Developer Support Program  
PO Box 14070  
Portland, OR 97293

To subscribe to the Developer Support Program call: 800 433-5182

When you have received confirmation of your subscription, you will be authorized to receive and access Intel confidential information under the TAP. Information governed by the TAP will be identified as Intel Confidential and as delivered under the agreement.

# TECHNOLOGY ACCESS PROGRAM SUBSCRIPTION AGREEMENT

(TAP# SA\_\_\_\_\_)

Developer (Company Name): \_\_\_\_\_

By its signature below, and in consideration of Intel's granting access to certain of Intel's information and materials, Developer agrees to abide and be legally bound by all the terms of this agreement (the "TAP").

1. PURPOSE. Intel Corporation ("Intel") is developing certain products with new or enhanced capabilities and is willing to provide the Developer named above access to various information and things relating to these products ("Materials") on a subscription basis. The Materials are provided for Developer's internal use in developing products that are optimized for use on or with Intel microprocessors.

2. LEVEL OF PARTICIPATION. Developer wishes to subscribe at the following level (indicate by initialing):

\_\_\_\_\_ Technology Developer Kit (\$295/year) Developer will receive a Quarterly Technology Developer Kit which includes releases of software relating to Intel technology, software and development tools.

\_\_\_\_\_ Support (\$995/year) Developer will receive the Technology Developer Kit subscription, up to 12 hours of technical consultation via the phone as available, access to a confidential Intel developer website, and eligibility for participation in beta programs of the Intel Architecture Labs .

\_\_\_\_\_ MMX™ Technology Developer (\$1495/year) Developer will receive the Support subscription, the loan of a pre-release Intel processor incorporating MMX instructions, and installation of the processor in a specified computer (within service areas).

The Materials delivered under this TAP will include those identified above, and may additionally, at Intel's option, include other written and oral disclosures, sample source code, software and hardware development tools, engineering samples, and access to on-line resources which are identified as delivered under this TAP.

3. AUTHORIZED USE AND COPYING OF MATERIALS. On receipt from Intel, Developer may use the Materials internally for the purpose set out in Section 1. Developer may not make copies of the Materials except as authorized by Intel in writing, or as needed to use the Materials on Developer's computers, or as needed to incorporate source code into Developer's software. Developer may not reverse engineer hardware or binary code. The Materials identified below are subject to the following provisions:

- Software, Including Development Tools and Sample Source code (e.g., emulators, compilers and related files, profiling, debugging and tuning tools, and source or binary files) are subject to the provisions set out in this TAP and any additional restrictions set out in any "shrink-wrap" agreement accompanying them. Generally, these will permit Developer to incorporate sample source code into its own products.
- Technical Consultation (up to twelve hours) will be available from Intel at a telephone number to be provided.
- Web Site and Other On-Line Resources Intel has established certain password protected on-line resources for developers. Developer shall not share or disclose any Intel-provided password to any other party, or transfer a password from one individual to another. Items viewed on or downloaded from any Intel on-line resource, including secure web sites operated by Intel and/or password-accessed sites on other providers' services are Intel Confidential "Materials" under this TAP and are subject to its provisions. Developer is advised that disclosure of Developer's own proprietary technology in "chat" or other forums is neither protected nor required by this TAP.
- Hardware Samples such as processors, are lent for the annual term of the subscription. Intel will provide for installation in a system to be specified by Intel at a location within Intel's service provider's service area.

Developer will use reasonable care to keep the hardware in good condition and return the hardware (and related materials provided with it) at the termination or expiration of Developer's subscription. Developer will cooperate in Intel's filing any instrument needed to document Intel's ownership in the hardware and will give Intel or its service providers access to the hardware for maintenance, upgrade, or modification.

As with other Materials, the hardware is used at Developer's own risk, particularly where the hardware contains a processor and other components which may be in an early prototype or non-production stage, and may include attributes or faults not found in the final products.

4. CONFIDENTIALITY AND OWNERSHIP. Certain Materials identified in writing as Intel Confidential include trade secret information of Intel. For a period of three (3) years from Intel's disclosure thereof, Developer may not reveal, disclose or distribute Intel Confidential Materials in any form, or use them except for the purpose set out in Section 1. Developer may only disclose the Intel Confidential Materials to its employees and full-time on-site

contractors whose duties require access and who are obligated to maintain the Intel Confidential Materials in confidence. This obligation of confidentiality shall not apply to information which is (i) lawfully available to the public; (ii) rightfully received by Developer from a third party without breach of a duty to Intel; (iii) independently developed by Developer's employees without access to the Intel Confidential Materials; or (iv) known to Developer prior to first receipt from Intel. Developer shall not disassemble, reverse-engineer, or decompile any Materials not provided to Developer in source code form.

Title and Return: Title to the Materials remains with Intel or its suppliers. Developer shall not mortgage, pledge or encumber Materials in any way. Developer shall return all Materials, keeping no copies except as expressly authorized, upon expiration or termination of this Agreement.

5. ELIGIBILITY. All subscriptions are subject to acceptance or termination by Intel Corporation at its sole discretion at any time. Intel will refund the subscriber's payment upon rejection or termination. Companies engaged in the development of microprocessors are not eligible to participate in this program and should contact Intel for licensing opportunities.

6. NO WARRANTY OR LIABILITY. MATERIALS ARE PROVIDED AS IS. INTEL AND ITS SUPPLIERS MAKE NO WARRANTIES WITH RESPECT TO MATERIALS, EITHER EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY, NONINFRINGEMENT OR FITNESS FOR A PARTICULAR PURPOSE.

INTEL AND ITS SUPPLIERS SHALL NOT BE LIABLE FOR ANY PROPERTY DAMAGE, PERSONAL INJURY, LOSS OF PROFITS, INTERRUPTION OF BUSINESS OR ANY SPECIAL, CONSEQUENTIAL OR INCIDENTAL DAMAGES, HOWEVER CAUSED, WHETHER FOR BREACH OF WARRANTY, CONTRACT, STRICT LIABILITY OR OTHERWISE. IN ANY CASE, DEVELOPER'S SOLE REMEDY FOR ANY BREACH OR INJURY SHALL BE A REFUND OF ANY MONIES PAID HEREUNDER.

7. GENERAL.

Term. This Agreement shall be binding immediately on Developer's signature and shall terminate on December 31, 1997, or at the expiration of Developer's subscription, whichever is later. Section 4 shall survive termination.

Implied Licenses. Except as expressly provided herein, no license, express or implied, by estoppel or otherwise, to any other intellectual property rights is granted to either party.

Controlling Law. This Agreement is governed by the laws of Delaware. Each party consents to jurisdiction and venue in the state and federal courts located in Delaware for all matters arising hereunder.

Taxes. Developer shall be responsible for any use or sales taxes or import duties relating to delivery of the Materials hereunder.

Nonassignment. Developer's rights and duties hereunder may not be sublicensed, assigned or transferred without Intel's prior written consent.

Entire Agreement. This Agreement contains the entire agreement of the parties with respect to this subject matter and may not be modified or changed in any manner except by a writing executed by the parties.

Developer

Company Name: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Address \_\_\_\_\_

Phone \_\_\_\_\_

\_\_\_\_\_

Fax \_\_\_\_\_

City, State, Zip \_\_\_\_\_

E-mail \_\_\_\_\_

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