

AGREEMENT REGARDING WHQL RESELLER SUBMISSION

This Agreement Regarding WHQL Reseller Submission ("Agreement") is made effective as of _____, 20____, by and between **Intel Corporation**, having a place of business at 2200 Mission College Blvd., Santa Clara, CA 95052 ("Intel"), and _____ having a place of business at _____ ("Vendor").

WHEREAS, Microsoft Corporation ("Microsoft") has implemented a Windows Hardware Quality Labs ("WHQL") Reseller Submission policy, under which reseller companies that purchase a product that has previously earned the "Designed for Windows" logo under the original manufacturer's company name may continue to display the logo after the reseller has repackaged or relabeled the product;

WHEREAS, Vendor has purchased Intel product(s) that have previously passed Microsoft's WHQL testing under Intel's name, and Vendor wishes to submit such products under its own name for continued logo certification under Microsoft's WHQL Reseller Submission Policy; and

WHEREAS, in order for Vendor to make such submission, Microsoft requires that Intel grant Vendor permission to retest previously certified products, by Intel either (a) signing a WHQL Generic Device Authorization Agreement for each such product or (b) designating each such product as eligible for resale by Vendor in accordance with the steps described in Microsoft's instructions for its online submission program currently called Windows Logo Program Qualification Service (either such form of permission referred to herein as "Permission").

NOW, THEREFORE, Intel and Vendor agree as follows:

1. "Intel Devices" means any and all Intel generic hardware products that pass Microsoft's WHQL logo certification testing under Intel's name.
2. For any and all Intel Devices that Intel grants Vendor Permission (as defined above) to submit to Microsoft for WHQL testing and verification, Vendor agrees to the following:
 - a. With respect to any Intel-provided drivers associated with the Intel Devices, Vendor agrees that it will only submit such drivers to Microsoft for testing and verification purposes, not for posting to Windows Update or for any other distribution by Microsoft, unless Intel specifically authorizes an exception to the requirements of this Section 2(a), which authorization must be in writing and will only be given on a product-by-product basis.
 - b. Vendor assumes all risks related to submission of Intel Devices under the Microsoft WHQL Reseller Submission policy and acknowledges that Intel shall not be liable for any damages (direct, incidental, consequential, special, punitive or speculative) including, but not limited to, property damage, personal injury, loss of profits and interruption of business, however caused, whether for breach of warranty, contract, strict liability or otherwise, arising out of or relating to this Agreement, Intel's grant to Vendor of Permission (as defined above), and/or Vendor's submission of Intel Devices under Microsoft's WHQL Reseller Submission policy.
3. Any claim arising under or relating to this Agreement shall be governed by the internal substantive laws of the State of Delaware or federal courts located in Delaware, without regard to principles of conflict of laws. Each party hereby agrees to jurisdiction and venue in the courts of the State of California for all disputes and litigation arising under or relating to this Agreement.
4. Vendor shall not assign this Agreement and Vendor's rights under this Agreement may not be sublicensed, assigned or otherwise transferred without Intel's prior written consent.
5. This Agreement contains the entire agreement of the parties with respect to this subject matter and supersedes all prior and contemporaneous agreements and may not be modified or changed in any manner except by a writing duly executed by the parties.

[Signature page to follow]

AGREED:

Intel Corporation

By _____

By _____

Name _____

Name _____

Title _____

Title _____

Date _____

Date _____

LEGAL OK	
Wendy Lim	11.18.09