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Addendum A

ADDENDUM TO GENERAL LETTER AGREEMENT FOR CONSULTANTS PROVIDING SERVICES TO INTEL CORPORATION

This Addendum is designed to add certain provisions to the General Letter Agreement for those contractors who shall be providing services to Intel Corporation ("Intel") as an employee of Yurcor.

1. SCHEDULING

A. You shall promptly provide services as scheduled or shall promptly notify Yurcor if You are unable to perform any scheduled services and shall state the reasons for your inability to provide these services.

B. Intel's Department Supervisor will provide a project scope of work to describe the services that You will be performing. This document will govern Your performance of services for Intel.

2. CONFIDENTIALITY

A. During the course of this Agreement, You may have or may be provided access to Intel's confidential information and materials. Additionally, You may be engaged to develop new information for Intel, or may develop such information during the performance of Your services, which information will become, upon creation, Intel's confidential information unless otherwise agreed in writing. Provided information and materials are marked in a manner reasonably intended to make the recipient aware, or the recipient is sent written notice within forty eight (48) hours of disclosure, that the information or materials are "Confidential", You agree to maintain such information in accordance with the terms of this Agreement and any other applicable separate nondisclosure agreement between You and Yurcor or Intel. At a minimum You agree to maintain such information in confidence and limit disclosure on a need to know basis, to take all reasonable precautions to prevent unauthorized disclosure, and to treat such information as You treat your own information of a similar nature, until the information becomes publicly available through no fault of your own. You may be required to sign a separate access agreement prior to admittance to Intel's facilities. Furthermore, You acknowledge that You have received a copy of the Protection of Intel's Information Assets document and that You have read and understood it. You also agree that You shall not use any of the confidential information created for Intel other than for Intel.

B. You will not disclose the existence of this Agreement, nor any of its details or the existence of the relationship created by this Agreement, to any third party without the specific, written consent of Yurcor, except as may be required by applicable law, rule, or regulation, or is compelled by a court or governmental agency. The obligations stated in this Section shall survive the expiration or termination of this Agreement. You may not use the Intel name or trademarks in any type of advertisement materials, web sites, press releases, interviews, articles, brochures, business cards, project reference or client listings without Yurcor's written consent.



3. HAZARDOUS MATERIALS

A. If items or any services you provide hereunder include hazardous materials, You represent and warrant that You understand the nature of and hazards associated with the design and/or service of the items including handling, transportation, and use of such hazardous materials. Prior to bringing hazardous materials onto Intel's property, You must obtain written approval from Intel's Site Environmental/Health/Safety organization. You will be fully responsible for and indemnify Intel from any liability resulting from Your actions in connection with: (i) providing such hazardous materials to Intel; and/or (ii) the use of such hazardous materials in providing services to Intel.

B. You will timely provide Intel with material safety data sheets and any other documentation reasonably necessary to enable Intel to comply with applicable laws and regulations.

C. You hereby certify that items supplied to Intel do not contain and are not manufactured with any ozone depleting substances, as those terms are defined by law.

4. COMPLIANCE WITH LAWS AND RULES

A. You shall take all reasonable precautions to ensure safe working procedures and conditions for performance on Intel's premises and shall keep Intel's site neat and free from debris.

B. You shall abide by all of Intel's rules and regulations while on its premises or performing services, including but not limited to the following: (i) safety, health, and hazardous material management rules; (ii) rules prohibiting misconduct on Intel's premises, such as use of physical aggression against persons or property, harassment, and theft; (iii) Intel's Corporate Business Principles including, but not limited to rules prohibiting bribes, kickbacks, gifts, and gratuities. You will perform only those services identified herein, and will work only in areas designated for such services.

5. INDEMNIFICATION

You shall, to the fullest extent permitted by law, protect, defend, indemnify, and hold Intel harmless from and against any and all claims, liabilities, demands, penalties, forfeitures, suits, judgments, and the associated costs and expenses (including attorney's fees), that Intel may hereafter incur, become responsible for, or pay out as a result of: i) infringement of any patent, copyright, trade secret, trademark, maskwork, or other intellectual property right arising out of Your performance of Services under this Agreement except to the extent such claim is cause solely by compliance with Intel's detailed specifications and where such infringement would not have occurred but for such compliance; and (ii) death or personal injury (including bodily injury) to any person, destruction or damage to any property, contamination of or adverse effects on the environment, and any clean up costs in connection therewith, caused in whole or in part by any negligent or willful acts, errors, or omissions by You while performing services under this Agreement on Intel's premises.

6. SECURITY

A. You understand that You may be subject to criminal history investigations may be denied access to Intel's facilities if any such criminal convictions are discovered. You shall actively support Intel's objective to provide "risk free" and "drug free" environment for its employees, You, and contractors. You understand and agree to



comply with Intel's drug and alcohol policy that prohibits reporting to or returning to work under the influence of intoxicants or drugs. Possessing, distributing, using, or consuming illegal drugs, and possessing or consuming from an open container of alcohol on Intel's (including parking lots) will result in immediate removal from Intel's premises and criminal charges, if applicable. You also agree to comply with Intel's Alcohol And Drug-Free Workplace Directive.

B. In order to receive an identification badge for unescorted access to Intel's facility, You must complete an Intel Unescorted Access Form and submit it to Intel's Department Supervisor at least seven (7) days work days prior to arrival at Intel's facility to start an assignment, unless otherwise specified by Intel.

C. You acknowledge and agree that Intel will be damaged by Your failure to return access badges upon Your completion of work under this Agreement. You agree to pay Yurcor or Intel the sum of One Thousand Dollars (\$1000.00) for every badge that is not returned to Intel within two (2) working days of completion or termination of Your services under the Agreement. The payment in the sum of One Thousand Dollars (\$1,000.00) will be recognized as a liquidated damage and will not be assessed as a penalty. This amount is in addition to any other amounts owed to Intel by You as a result of damages You caused and may not be applied to or used in lieu of any court-awarded payment of damages to Intel by You as a result of your fraud, misuse, abuse, or compromise of Intel's computer systems or intellectual property.

D. Due to the sensitive nature of certain assignments, You will be subject to background investigation and security clearance at Yurcor's or Intel's discretion. Denial of security clearance by Intel shall result in immediate termination of Your assignment with Intel and may permanently disqualify You from future assignments with Yurcor or Intel. You must provide information regarding misdemeanor or felony convictions, such as date of incident, county and state, nature of conviction, and disposition, prior to assignment with Yurcor. Falsification or omission of this information shall result in immediate termination of Your assignment and permanent disqualification from future assignments with Yurcor or Intel.

7. NEW DEVELOPMENTS

A. You represent and warrant that You have no outstanding agreement or obligation that is in conflict with any of the provisions of this Agreement, or that would adversely affect Your performance hereunder or Intel's exclusive right to Developments (defined below), and You agree that You shall not enter into any such conflicting agreement during the term of this Agreement.

B. You agree that all works of authorship, inventions, improvements, developments, and discoveries conceived, made, or discovered by You, solely or in collaboration with others, in the course of your performance of services or the development of deliverables for Intel hereunder as well as all Intellectual Property rights therein and thereto (collectively, "Developments"), are the sole property of Intel. You agree to assign (or cause to be assigned) and does hereby assign fully to Intel all such Developments.

C. You agree to assist Intel or its designee, at Intel's expense, in every proper way to secure Intel's rights in the Developments, including the disclosure to Intel of all pertinent information and data with respect thereto, the execution of all applications, specifications, oaths, assignments, and all other instruments that Intel may deem necessary in order to apply for and obtain such rights and in order to assign and



convey to Intel, its successors, assigns, and nominees the sole and exclusive rights, title, and interest in and to such Developments. You further agree that Your obligation to execute or cause to be executed, when it is in Your power to do so, any such application, specification, oath, assignment, or other instrument shall continue after the termination of this Agreement. You further agree to assist Intel in enforcing all patents, trademarks, copyrights, trade secrets, or other ownership rights to protect Intel's exclusive interest in Developments.

D. You must also, at relevant times during their assignments with Intel and at Intel's request, complete Certificates of Originality and acknowledge, by signing an Intellectual Property Assignment, that they assign to Intel all right, title, and interest in any Development created by them during their assignment with Intel. A sample Certificate of Originality and a sample Intellectual Property Assignment are provided separately.

E. Intel acknowledges and agrees that You shall retain sole and exclusive ownership of and/or an unrestricted right to license, any invention, improvement, development, concept, discovery, or other proprietary information owned by You or in which You have an interest ("Your IP"). Notwithstanding the foregoing, You agrees that if in the course of performing services, You incorporate any of Your IP into any Development, Intel is hereby granted and shall have a nonexclusive, royalty free, perpetual, irrevocable, worldwide license under any such Your IP to make, have made, use, import, prepare derivative works of, reproduce, have reproduced, perform, display, offer to sell, sell, or otherwise distribute such invention, improvement, development, concept, discovery, or other proprietary information as part of or in connection with such Development.

F. You represent, warrant, and agree that You will not incorporate any third party Intellectual Property into any Development or deliverable provided hereunder without notifying and obtaining the prior written approval of Intel.

G. You hereby waive any and all moral rights, including the right to identification of authorship or limitation on subsequent modification, that You have or may have in any invention, materials, or other deliverables assigned to Intel hereunder.

H. You represent, warrant and agree that You will not incorporate any Developments into deliverables to be provided to Intel that contain Intellectual Property not assignable or licensable to Intel as provided in this Section 8.

I. All documentation developed by You and connected with Your services to Intel hereunder or associated with the Development and any Intellectual Property related thereto, shall be the exclusive property of Intel. Upon Intel's request, You shall make all such documentation available to Intel.

J. You shall provide Intel with written or oral progress reports on development projects at such times as Intel may specify. The time required for preparing such reports shall be reimbursable by Intel to You.

8. PRIVACY

A. If Intel transmits any personal information to You, You warrant that You shall not transfer such personal information to any third party or use it for any purpose other than as described in this Agreement.



B. If You obtain personal information in the course of performance of services for Intel, You warrant that You shall not transfer such personal information to any third party or use it for any purpose other than as described in this Agreement.

C. If You collect personal information on behalf of Intel, and Intel has given notice to You that Intel will use such personal information in order to contact the data subject, You shall submit personal information to Intel only if the data subject has opted-in to receive information, either from Intel, or from other companies or persons in general. You shall permanently delete all personal information within thirty days after the personal information is no longer being actively used in fulfilling You's obligations to Intel under this Agreement.

D. You shall take all measures necessary to ensure the security of Your data. Further, You shall comply with the current online Privacy Alliance's privacy guidelines (available at www.privacyalliance.org), and any and all updates as they may be issued.

9. ELECTRONIC TRANSACTIONS

You acknowledges that its use of Intel's websites is at Your own risk and that Intel makes no representations or warranties of any kind whatsoever regarding Intel's websites (including any software, hardware, equipment, communications providers or connections), whether express or implied, written or oral, including any warranty that the Intel's websites will be operational at any particular time, free from outages or errors, compatible with any other computer or telecommunications hardware or software, fit for any particular purpose, or any warranty arising out of course of performance, course of dealing or usage of trade. You hereby releases Intel from any and all liability of any kind whatsoever arising out of Your use of or inability to access Intel's website.

10. USE OF INTEL'S PASSWORDS

During the term of the Agreement, Intel may provide You with user names and passwords ("Password[s]") for access to certain of Intel's confidential websites ("Website[s]"). Intel may revoke a Password and access rights to any Website, at any time without notice to You. You agree that the Passwords are the confidential information of Intel and shall be maintained in accordance with Section 9A of this Agreement.

Passwords will only be granted to You upon your execution of an on-line password use agreement. You agree that this on-line password use agreement will be a valid and binding agreement when executed by such employees or agents.

You are authorized to use Passwords only for accessing the Websites for the business purposes intended by Intel and for no other purpose. All information found on the Website or downloaded, transferred, printed or otherwise obtained from the Website is the Confidential Information of Intel and is subject to the terms and conditions of this Agreement. Before accessing and receiving Confidential Information from the Website, You must electronically accept the terms and conditions of the electronic Confidential Information Transmittal Record ("CITR") found on the Website. Intel will record and store a record of each and every time You access the Website with the Password. You will also comply with any other restrictions found on the Website.

11. WARRANTY

You guarantee workmanship for ninety (90) days after Services are provided. You will promptly correct any non-conforming or defective workmanship at no additional



cost, or at Intel's option repair, replace or refund the amount paid for such Items or Services. If Intel gives notice in writing that your work is unacceptable (not meeting Intel's requirements outlined by their Department Supervisor or specified in their Requisition or Purchase Order) within the first two (2) weeks of work, you will not be paid for the work.

12. SURVIVAL

The provisions of this Addendum shall survive the termination or expiration of this Agreement. In addition, any right or legal obligation of a party contained in any Addendum or Amendment, that by its express term or nature would reasonably extend for a period beyond the term of the Agreement, shall also survive the termination of the Agreement for such extended period.