

INTEL SOFTWARE LICENSE AGREEMENT (OEM / IHV / ISV Distribution & Single User)

IMPORTANT - READ BEFORE COPYING, INSTALLING OR USING.

Until you have carefully read and agreed to the following terms and conditions, do not copy, install, distribute, public display, or use the Materials (defined below) provided under this license agreement ("Agreement") because by doing so you agree to be bound by the terms of this Agreement, which forms a legally binding contract between you and Intel Corporation ("Intel") regarding your use of the Materials.

If you are agreeing to the terms and conditions of this Agreement on behalf of a company or other legal entity, you represent and warrant that you have the legal authority to bind that legal entity to the Agreement, in which case, "you" or "your" shall mean such entity.

Please Also Note:

If you are an Original Equipment Manufacturer (OEM), Independent Hardware Vendor (IHV) or Independent Software Vendor (ISV), this complete LICENSE AGREEMENT applies;

If you are an End-User, then only Exhibit A, the INTEL SOFTWARE LICENSE AGREEMENT, applies.

For OEMs, IHVs and ISVs:

1. Definitions

- 1.1. "Depth Camera" means the Intel® RealSense™ Depth camera developed by Intel.
- 1.2. "Excluded License" means a license that requires, as a condition of use, modification, or distribution, that the licensed software or other software incorporated into, derived from or distributed with such software (a) be disclosed or distributed in source code form; (b) be licensed by the user to third parties for the purpose of making and/or distributing derivative works; or (c) be redistributable at no charge. Open source software includes, without limitation, software licensed or distributed under any of the following licenses or distribution models, or licenses or distribution models substantially similar to any of the following: (a) GNU's General Public License (GPL) or Lesser/Library GPL (LGPL), (b) the Artistic License (e.g., PERL), (c) the Mozilla Public License, (d) the Netscape Public License, (e) the Sun Community Source License (SCSL), (f) the Sun Industry Source License (SISL), and (g) the Common Public License (CPL).
- 1.3. "Materials" are defined as the software, documentation, the software product serial number and license key codes (if applicable), Redistributables, and other materials, including any updates and upgrade thereto, that are provided and licensed to you under this Agreement. "Materials" do not include Third Party Programs.
- 1.4. "Purpose" means the permitted use of the Materials under this Agreement. The Materials may only be used to enable the design, development, debugging, testing, modification and distribution of (or otherwise making available) Products.

- 1.5. "Product" or "Products" means you product that incorporates or integrates the 3D Camera and the Materials.
- 1.6. "Redistributables" are defined as those portions of the Materials whose files are listed in the "redist.txt" text files that may be included in the Materials.
- 1.7. "Source Code" is defined as the software portion of the Materials provided in human readable format, and includes without limitation, any derivative works thereto that you make or are made on your behalf, as expressly permitted under this Agreement. However, Source Code does not include documentation (if any) included in the Materials provided under this Agreement.
2. LICENSE. Subject to the terms of this Agreement and compliance with all of the terms and conditions of this Agreement, Intel grants to You a non-exclusive, non-transferable, worldwide, fully paid-up license under Intel's copyrights to:
 - 2.1. internally reproduce and install a reasonable number of copies of the Materials for your internal use solely for the Purpose and in accordance with the documentation included as in the Materials.
 - 2.2. create derivative works of the Redistributables, or any portions thereof, that are defined as Source Code solely for the Purpose.
 - 2.3. distribute (or otherwise make available) on a royalty-free basis, subject to any other terms and conditions which may appear in the Redistributables text files, the Redistributables, including any derivative works pursuant to Section 2.2, or any portions thereof, only as integrated or embedded in your Product (and not on a stand-alone basis). You may grant your customers the right to further distribute those Redistributables solely as integrated or embedded in your Product under a license agreement with terms at least as restrictive as those contained in Intel's Final, Single User License Agreement, attached as Exhibit A.
 - 2.3.1. **HOWEVER, IF YOU RECEIVED THE MATERIALS FOR THE PURPOSES OF EVALUATION, YOU HAVE NO RIGHTS TO DISTRIBUTE THE MATERIALS, INCLUDING WITHOUT LIMITATION, THE REDISTRIBUTABLES OR ANY PORTIONS THEREOF AND THE AFOREMENTIONED DERIVATIVE WORKS.**
 - 2.3.2. If You are not the final manufacturer or vendor of a computer system or software program incorporating the Material, then You may transfer a copy of the Material, including derivative works of the Material (and related end-user documentation) to your recipient for use in accordance with the terms of this Agreement, provided such recipient agrees to be fully bound by the terms hereof. You shall not otherwise assign, sublicense, lease, or in any other way transfer or disclose the Materials to any third party. You shall not reverse-compile, disassemble or otherwise reverse-engineer the Materials.
 - 2.4. You may NOT: (i) use, copy, distribute, or publicly display the Materials except as provided in this Agreement; (ii) rent or lease the Materials to any third party; (iii) assign this Agreement or transfer the Materials except as provided in this Agreement; (iv) modify, adapt, or translate the Materials in whole or in part except as provided in this Agreement; (v) reverse engineer, decompile, or disassemble the Materials; (vi) attempt to modify or tamper with the normal function of any license manager that may regulate usage of the Materials; (vii) distribute, sublicense or

transfer the Source Code form of any components of the Materials or derivatives thereof to any third party except as provided in this Agreement; (viii) distribute Redistributables except as integrated or embedded in a larger program that adds significant primary functionality different from that of the Redistributables; (ix) include the Materials in malicious, deceptive, or unlawful programs; (x) modify, link, or distribute the Materials so that any part of it becomes subject to an Excluded License; or (xi) include in the Application any content or material of any kind that infringes the intellectual property of any person or entity, that infringes the privacy or data protection rights of any person.

- 2.5. NO OTHER RIGHTS. The Material is protected by the intellectual property laws of the United States and other countries, and international treaty provisions. Except as otherwise expressly above, Intel grants no express or implied rights under Intel patents, copyrights, trademarks, or other intellectual property rights. Except as expressly stated in this Agreement, no license or right is granted to You directly or by implication, inducement, estoppel or otherwise. Intel shall have the right to inspect or have an independent auditor inspect Your relevant records to verify Your compliance with the terms and conditions of this Agreement.
3. CONFIDENTIALITY. If You wish to have a third party consultant or subcontractor ("Contractor") perform work on Your behalf which involves access to or use of the Materials, You shall obtain a written confidentiality agreement from the Contractor which contains terms and obligations with respect to access to or use of Materials no less restrictive than those set forth in this Agreement and excluding any distribution rights, and use for any other purpose. Otherwise, You shall not disclose the terms or existence of this Agreement or use Intel's Name in any publications, advertisements, or other announcements without Intel's prior written consent. You do not have any rights to use any Intel trademarks or logos.
4. OWNERSHIP OF MATERIALS AND COPYRIGHTS. Title to all copies of the Materials, updates and upgrades thereto, remains with Intel or its licensors. The Material is copyrighted and protected by the laws of the United States and other countries, and international treaty provisions. You may not remove any copyright notices from the Material. Intel may make changes to the Material, or to items referenced therein, at any time without notice, but is not obligated to support or update the Material. Except as otherwise expressly provided, Intel grants no express or implied right under Intel patents, copyrights, trademarks, or other intellectual property rights. You may transfer the Material only if the recipient agrees to be fully bound by these terms and if you retain no copies of the Material.
5. SUPPORT. Intel may make changes to the Material, or to items referenced therein, at any time without notice, but is not obligated to support, update or provide training for the Software. Intel may in its sole discretion offer such services under separate terms at Intel's then-current rates. You may request additional information on Intel's service offerings from an Intel sales representative. You agree to be solely responsible to Your End Users for any update or support obligation or other liability which may arise from the distribution of the Software.
6. EXCLUSION OF OTHER WARRANTIES. THE MATERIALS, UPDATES AND UPGRADES ARE PROVIDED "AS IS" WITH NO WARRANTIES, EXPRESS OR IMPLIED. INTEL AND ITS LICENSORS SPECIFICALLY DISCLAIM ANY AND ALL WARRANTIES, INCLUDING WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR

PURPOSE, NON-INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS, OR ANY WARRANTY OTHERWISE ARISING OUT OF ANY PROPOSAL, SPECIFICATION, OR SAMPLE: Intel does not warrant or assume responsibility for the accuracy or completeness of any information, text, graphics, links or other items contained within the Materials.

7. LIMITATION OF LIABILITY.

7.1. IN NO EVENT SHALL INTEL OR ITS LICENSORS BE LIABLE FOR ANY DAMAGES WHATSOEVER (INCLUDING, WITHOUT LIMITATION, LOST PROFITS, BUSINESS INTERRUPTION, OR LOST INFORMATION) ARISING OUT OF THE USE OF OR INABILITY TO USE THE MATERIALS, EVEN IF INTEL HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

7.2. SOME JURISDICTIONS PROHIBIT EXCLUSION OR LIMITATION OF LIABILITY FOR IMPLIED WARRANTIES OR CONSEQUENTIAL OR INCIDENTAL DAMAGES, SO THE ABOVE LIMITATION MAY NOT APPLY TO YOU. YOU MAY ALSO HAVE OTHER LEGAL RIGHTS THAT VARY FROM JURISDICTION TO JURISDICTION.

7.3. THE MATERIALS LICENSED HEREUNDER IS 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 MATERIALS COULD LEAD TO PERSONAL INJURY OR DEATH.

7.4. YOU SHALL INDEMNIFY AND HOLD INTEL AND THE INTEL PARTIES HARMLESS AGAINST ALL CLAIMS, COSTS, DAMAGES, AND EXPENSES, AND REASONABLE ATTORNEY FEES ARISING OUT OF, DIRECTLY OR INDIRECTLY, THE DISTRIBUTION OF THE MATERIALS AND ANY CLAIM OF PRODUCT LIABILITY, PERSONAL INJURY OR DEATH ASSOCIATED WITH ANY UNINTENDED USE, EVEN IF SUCH CLAIM ALLEGES THAT AN INTEL PARTY WAS NEGLIGENT REGARDING THE DESIGN OR MANUFACTURE OF THE MATERIALS.

7.5. THE LIMITED REMEDIES, WARRANTY DISCLAIMER AND LIMITED LIABILITY ARE FUNDAMENTAL ELEMENTS OF THE BASIS OF THE BARGAIN BETWEEN INTEL AND YOU. INTEL WOULD NOT BE ABLE TO PROVIDE THE MATERIALS WITHOUT SUCH LIMITATIONS.

8. TERMINATION OF THIS AGREEMENT. Intel may terminate this Agreement immediately, upon notice from Intel, if You violate its terms. Upon termination, You will immediately destroy the Software (including providing certification of such destruction back to Intel) or return all copies of the Software to Intel. In the event of termination of this Agreement, all licenses granted to You hereunder shall immediately terminate, except for licenses that you have previously distributed to Your end-users pursuant to the license grant above.

9. APPLICABLE LAWS. Any claims 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 Delaware for all disputes and litigation arising under or relating to this Agreement. The Parties agree that the United

Nations Convention on Contracts for the International Sale of Goods is specifically excluded from application to this Agreement. The Parties consent to the personal jurisdiction of the above courts.

10. Export Regulations / Export Control. You shall not export, either directly or indirectly, any product, service or technical data or system incorporating such items without first obtaining any required license or other approval from the U. S. Department of Commerce or any other agency or department of the United States Government. In the event any product is exported from the United States or re-exported from a foreign destination by You, You shall ensure that the distribution and export/re-export or import of the product is in compliance with all laws, regulations, orders, or other restrictions of the U.S. Export Administration Regulations and the appropriate foreign government. You agree that neither you nor any of your subsidiaries will export/re-export any technical data, process, product, or service, directly or indirectly, to any country for which the United States government or any agency thereof or the foreign government from where it is shipping requires an export license, or other governmental approval, without first obtaining such license or approval.
11. GOVERNMENT RESTRICTED RIGHTS. The technical data and computer software covered by this license is a "Commercial Item," as such term is defined by the FAR 2.101 (48 C.F.R. 2.101) and is "commercial computer software" and "commercial computer software documentation" as specified under FAR 12.212 (48 C.F.R. 12.212) or DFARS 227.7202 (48 C.F.R. 227.7202), as applicable. This commercial computer software and related documentation is provided to end users for use by and on behalf of the U.S. Government, with only those rights as are granted to all other end users pursuant to the terms and conditions herein. Use for or on behalf of the U.S. Government is permitted only if the party acquiring or using this software is properly authorized by an appropriate U.S. Government official. This use by or for the U.S. Government clause is in lieu of, and supersedes, any other FAR, DFARS, or other provision that addresses Government rights in the computer software or documentation covered by this license. All copyright licenses granted to the U.S. Government are coextensive with the technical data and computer software licenses granted herein. The U.S. Government shall only have the right to reproduce, distribute, perform, display, and prepare derivative works as needed to implement those rights.
12. Assignment. You may not delegate, assign or transfer this Agreement, the license(s) granted or any of Your rights or duties hereunder, expressly, by implication, by operation of law, by way of merger (regardless of whether You are the surviving entity) or acquisition, or otherwise and any attempt to do so, without Intel's express prior written consent, shall be null and void. Intel may assign this Agreement, and its rights and obligations hereunder, in its sole discretion.
13. Entire Agreement. The terms and conditions of this Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof, and merges and supersedes all prior, contemporaneous agreements, understandings, negotiations and discussions. Neither of the parties hereto shall be bound by any conditions, definitions, warranties, understandings or representations with respect to the subject matter hereof other than as expressly provided for herein. Intel is not obligated under any other agreements unless they are in writing and signed by an authorized representative of Intel. Without limiting the foregoing, terms and conditions on any purchase orders or similar materials submitted by You to Intel, and any terms contained in Intel's standard acknowledgment form that are in conflict with these terms, shall be of no force or effect.

14. Attorneys' Fees. In the event any proceeding or lawsuit is brought by Intel or You in connection with this Agreement, the prevailing party in such proceeding shall be entitled to receive its costs, expert witness fees and reasonable attorneys' fees, including costs and fees on appeal.
15. No Agency. Nothing contained herein shall be construed as creating any agency, employment relationship, partnership, principal-agent or other form of joint enterprise between the parties.
16. Severability. In the event that any provision of this Agreement shall be unenforceable or invalid under any applicable law or be so held by applicable court decision, such unenforceability or invalidity shall not render this Agreement unenforceable or invalid as a whole, and, in such event, such provision shall be changed and interpreted so as to best accomplish the objectives of such unenforceable or invalid provision within the limits of applicable law or applicable court decisions.
17. Waiver. The failure of either party to require performance by the other party of any provision hereof shall not affect the full right to require such performance at any time thereafter; nor shall the waiver by either party of a breach of any provision hereof be taken or held to be a waiver of the provision itself.
18. Language. This Agreement is in the English language only, which language shall be controlling in all respects, and all versions of this Agreement in any other language shall be for accommodation only and shall not be binding on you or Intel. All communications and notices made or given pursuant to this Agreement, and all documentation and support to be provided, unless otherwise noted, shall be in the English language.

EXHIBIT "A"

INTEL SOFTWARE LICENSE AGREEMENT (Final, Single User)

IMPORTANT - READ BEFORE COPYING, INSTALLING OR USING.

Do not use or load software from this site or any associated materials (collectively, the "Materials") until you have carefully read the following terms and conditions. By loading or using the Materials, you agree to the terms of this Agreement. If you do not wish to so agree, do not install or use the Materials.

1. LICENSE. You may copy the Materials onto a single computer for your personal, or internal business purpose use, and you may make one back-up copy of the Materials, subject to these conditions:
 - 1.1. You may not copy, modify, rent, sell, distribute or transfer any part of the Materials except as provided in this Agreement, and you agree to prevent unauthorized copying of the Materials.
 - 1.2. You may not reverse engineer, decompile, or disassemble the Materials.
 - 1.3. You may not sublicense or permit simultaneous use of the Materials by more than one user.

1.4. The Materials may contain the software or other property of third party suppliers, some of which may be identified in, and licensed in accordance with, any enclosed "license.txt" file or other text or file.

2. OWNERSHIP OF MATERIALS AND COPYRIGHTS. Title to all copies of the Materials remains with Intel or its licensors. The Material is copyrighted and protected by the laws of the United States and other countries, and international treaty provisions. You may not remove any copyright notices from the Materials. Intel may make changes to the Materials, or to items referenced therein, at any time without notice, but is not obligated to support or update the Materials. Except as otherwise expressly provided, Intel grants no express or implied right under Intel patents, copyrights, trademarks, or other intellectual property rights. You may transfer the Materials only if the recipient agrees to be fully bound by these terms and if you retain no copies of the Materials.
3. EXCLUSION OF OTHER WARRANTIES. THE MATERIALS, UPDATES AND UPGRADES THERETO, ARE PROVIDED "AS IS" WITHOUT ANY EXPRESS OR IMPLIED WARRANTY OF ANY KIND INCLUDING WARRANTIES OF MERCHANTABILITY, NONINFRINGEMENT, OR FITNESS FOR A PARTICULAR PURPOSE. Intel does not warrant or assume responsibility for the accuracy or completeness of any information, text, graphics, links or other items contained within the Materials.
4. LIMITATION OF LIABILITY. IN NO EVENT SHALL INTEL OR ITS LICENSORS BE LIABLE FOR ANY DAMAGES WHATSOEVER (INCLUDING, WITHOUT LIMITATION, LOST PROFITS, BUSINESS INTERRUPTION, OR LOST INFORMATION) ARISING OUT OF THE USE OF OR INABILITY TO USE THE MATERIALS, EVEN IF INTEL HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. SOME JURISDICTIONS PROHIBIT EXCLUSION OR LIMITATION OF LIABILITY FOR IMPLIED WARRANTIES OR CONSEQUENTIAL OR INCIDENTAL DAMAGES, SO THE ABOVE LIMITATION MAY NOT APPLY TO YOU. YOU MAY ALSO HAVE OTHER LEGAL RIGHTS THAT VARY FROM JURISDICTION TO JURISDICTION.
5. TERMINATION OF THIS AGREEMENT. Intel may terminate this Agreement at any time if you violate its terms. Upon termination, you will immediately destroy the Materials or return all copies of the Materials to Intel.
6. APPLICABLE LAWS. Claims arising under this Agreement shall be governed by the laws of Delaware, excluding its principles of conflict of laws and the United Nations Convention on Contracts for the Sale of Goods. You may not export the Software in violation of applicable export laws and regulations. Intel is not obligated under any other agreements unless they are in writing and signed by an authorized representative of Intel.
7. GOVERNMENT RESTRICTED RIGHTS. The Software is provided with "RESTRICTED RIGHTS." Use, duplication, or disclosure by the Government is subject to restrictions as set forth in FAR52.227-14 and DFAR252.227-7013 et seq. or its successor. Use of the Software by the Government constitutes

acknowledgment of Intel's proprietary rights therein. Contractor or Manufacturer is Intel Corporation, 2200 Mission College Blvd., Santa Clara, CA 95052.