Intel® RealSense™ SDK License October 2015 Version

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.

When you obtain the Materials, you may also receive certain Third Party Programs (defined below). Note that the license terms associated with such Third Party Programs govern your use of same and not this Agreement, and Intel has no liability whatsoever for the Third Party Programs.

1. LICENSE DEFINITIONS:

- A. "3D Camera" means the Intel® RealSense™ 3D camera developed by Intel.
- B. "Application(s)" means a software program and all materials related to such program that is developed using the Materials and which is:
 - (i) designed for use with a 3D Camera; and
 - (ii) designed for use on a laptop, desktop, netbook, tablet or other personal computing system (excluding mobile phones) containing an Intel-branded microprocessor and running on Microsoft Platforms; and
 - (iii) developed using a specific perceptual computing capability of the Materials to produce an application which features a similar perceptual computing capability
 - (iv) as a whole, an Application must contain significantly more functionality and features than the Redistributables.
- C. "Confidential Information" means all Materials that are identified (in the product release notes, on Intel's download website for the Materials or elsewhere) or labeled as Intel confidential information or with similar legend are deemed to be Intel confidential information.
- D. "Evaluation" means your time-limited internal assessment of the Materials for suitability for your commercial use. The length of time of the Evaluation ("Evaluation Period") is specified, without limitation, on Intel's download website for the Materials, or upon delivery of the Materials to you by Intel, and /or elsewhere in the Materials.
- E. "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).
- F. "Third Party Programs" (if any) means third party programs and/or materials (including without limitation, open source software) listed in a "third_party_programs.txt" text file which are governed

by separate license agreements. You must agree to the license terms applicable to the Third Party Programs as a condition for using such programs.

- G. "Licensed Patent Claims" means those claims of Intel's patents that are infringed by the Materials, in their unmodified form as furnished by Intel to you and not combined with anything else.
- H. "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.
- I. "Pre-Release Materials" are defined as those portions of the Materials which are identified or labeled as 'pre-release' in the product release notes, on Intel's download website for the Materials or elsewhere. Pre-Release Materials may not be fully functional and Intel may substantially modify Pre-Release Materials in producing any final version of the Materials. Intel can provide no assurance that it will ever produce or make generally available a final version of the Pre-Release Materials.
- J. "Microsoft Platforms" means any current and future Microsoft Windows* operating system products.
- K. "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) Applications.
- L. "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.
- M. "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 GRANT:

- A. Subject to your timely payment of the license fees, if any, and compliance with all of the terms and conditions of this Agreement, Intel grants to you a non-exclusive, non-assignable license under its copyrights in the Materials to:
- (i) 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 in the Materials.
- (ii) create derivative works of the Redistributables, or any portions thereof, that are defined as Source Code solely for the Purpose.
- (iii) 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(A)(ii), or any portions thereof, only as integrated or embedded in an Application (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 Application. 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.
- B. Subject to all of the terms and conditions of this Agreement, Intel grants to you a non-exclusive, non-assignable license under Intel's Licensed Patent Claims, to: (i) make copies of the Materials internally only; (ii) use the Materials internally only; (ii) offer to distribute and distribute, but not sell,

- the Redistributables under the license under Intel's copyrights granted in Section 3(A)(ii), but only under the terms of that copyright license and not as a sale;
- C. An essential basis of the bargain in this Agreement is that no licenses or other rights, including but not limited to patent, trade secret, and copyright licenses or rights, are granted to you by implication, estoppel or otherwise, except for the licenses expressly granted in Section 2A and 2B. The consideration provided under this Agreement is only for the licenses expressly granted to you in this Agreement. Any other rights, including but not limited to additional patent rights, would require an additional license and additional consideration. Nothing in this Agreement requires or will be treated to require Intel to grant any additional license. You acknowledge that there are significant uses of the Materials, or implementations of the Materials, in their original, unmodified, and uncombined form. Specifically, Intel expressly does not grant you a patent license in this Agreement to any modifications of or derivative works of the Materials, whether made by you, your contractor, your customer, or any other third party in creating the derivative works even to the extent creation of derivative works is permitted under 2(A)(ii). The consideration for the license in this Agreement reflects Intel's continuing right to assert patent claims against any modifications or derivative works (including, without limitation, error corrections and bug fixes) of, or combinations with, the Materials or implementations of the Materials that infringe any Intel patent claim that is not a Licensed Patent Claim.

3. LICENSE CONDITIONS:

- C. If you are an entity, your employees, including contractors, may use and distribute the Materials as specified in Section 2 above, provided: (i) their use of the Materials is solely on behalf of and to support your business, (ii) they agree to the terms and conditions of this Agreement, and (iii) you are solely responsible for their use and distribution of the Materials.
- D. 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) distribute the Redistributables to run on a platform other than a Microsoft Platform; (x) include the Materials in malicious, deceptive, or unlawful programs; (xi) modify, link, or distribute the Materials so that any part of it becomes subject to an Excluded License; or (xii) 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.
- E. **DISTRIBUTION**: Distribution of the Redistributables is also subject to the following conditions: You shall: (i) be solely responsible to your customers and end users for any update or support obligation or other liability which may arise from the distribution, (ii) not make any statement that your Application is "certified", or that its performance is guaranteed, by Intel, (iii) not use Intel's name or trademarks to promote your Application without prior written permission, (iv) use a license agreement that contains provisions that are at least as restrictive as this Agreement, including but not limited to, Section 11, Consent, and prohibits disassembly and reverse engineering of the Redistributables, and (v) indemnify, hold harmless, and defend Intel and its licensors from and against any claims or lawsuits, including attorney's fees, that arise or result from your derivative works or your distribution of your Application.
- F. **MEDIA FORMAT CODECS AND DIGITAL RIGHTS MANAGEMENT**. You acknowledge and agree that your use of the Materials or distribution of the Materials with Your Product as permitted by this license may require you to procure license(s) from one or more third parties that may hold intellectual property rights applicable to any media decoding, encoding or transcoding technology

(such as, for example, through use of an audio or video codec) and/or digital rights management capabilities of the Materials, if any. Should any such additional licenses be required, You are solely responsible for obtaining any such licenses and agree to obtain any such licenses at Your own expense.

G. MATERIALS TRANSFER: You may permanently transfer the Materials, and all of your rights under this Agreement, to another party ("Recipient") solely in conjunction with a change of ownership, merger, acquisition, sale or transfer of all, substantially all or any part of your business or assets or otherwise, either voluntarily, by operation of law of otherwise subject to the following: You must notify Intel of the transfer by sending a letter to Intel (i) identifying the legal entities of Recipient and you, (ii) identifying the Materials (i.e., the specific version) to be transferred, (iii) certifying that you retain no copies of the Materials or portions thereof, (iv) certifying that the Recipient has agreed in writing to be bound by all of the terms and conditions of this Agreement, (v) certifying that the Recipient has been notified that in order to receive updates or upgrades from Intel for the Materials they must notify Intel in writing of the transfer and provide Intel with the information specified in subsection (ii) above along with the name and email address of the individual assigned to use the Materials, and (vi) providing your email address so that we may confirm receipt of your letter. Please send such letter to:

Intel Corporation 2111 NE 25th Avenue Hillsboro, OR 97124

Attn: DPD Contracts Management, JF1-15

4. PRIVACY AND SECURITY:

- A. **Data Collection**: Intel has collected or will collect certain personal information from you in order to inform you of updates to the Materials, based on the personal information collected when you registered the license to the Materials with Intel.
- B. **Revoking Consent to Data Collection**: You can revoke your consent to this collection of personal information at any time by clicking on the link to "unsubscribe" at the bottom of any communication from Intel related to the Materials which will allow you to opt-out of receiving future messages related to the Materials.
- C. **Intel's Privacy Notice**: Intel is committed to respecting your privacy. To learn more about Intel's privacy practices, please visit http://www.intel.com/privacy.
- D. Data Protection. Your Application and the distribution of your Application will comply with all data protection or privacy laws, statutes, ordinances, regulations or rights applicable to your Application. You will not use the Materials to develop Applications that (i) infringe applicable data protection or privacy laws, statutes, ordinances, regulations or rights or (ii) can cause a data protection or privacy breach (in each case, a "Data Breach"). If the Application, the use or the distribution of the Application processes personally identifiable data not in compliance with applicable law, statute, ordinance, regulations or rights, you agree to (1) immediately notify Intel, (2) take immediate measures to stop the distribution of your Application, (3) promptly correct such non-compliance and (4) indemnify Intel for any claims that may be alleged against Intel due to an infringement of or non-compliance with applicable law, statute, ordinance, regulations or rights or a Data Breach.
- E. **Security.** You must not disable or by-pass any security features of the Materials, or use the Materials to develop Applications that (i) can disable or by-pass such security features or (ii) can cause a Security Vulnerability. "Security Vulnerability" means a weakness or flaw in a software product or system's design, operation or implementation that could be exploited by an attacker to violate the software product or system's security or privacy policies, including without limitation, a flaw that makes it infeasible, even when the product is properly used, to prevent an attacker from usurping privileges on a user's system, compromising its data, security or other operational features. If you become aware that your Application can cause a Security Vulnerability, you agree to (1) immediately notify Intel, (2) take immediate measures to stop the internal distribution of your

Application, (3) promptly correct such Security Vulnerability and (4) indemnify Intel for any claims that may be alleged against Intel due to such Security Vulnerability.

- F. Notice. If your Application utilizes the sensory control capability of the Materials (such as without limitation, gestures or voice), you will provide prominent notice to your end users of what your Application will do with the information received from the Materials, and obtain specific end user consent, where appropriate (for example, without limitation, if your Application will transfer any recorded images from the end user's system).
- 5. OWNERSHIP: Title to the Materials, updates, and upgrades thereto provided by Intel and all copies thereof remain with Intel or its licensors. The Materials are protected by intellectual property rights, including without limitation, United States copyright laws and international treaty provisions. You will not remove any copyright or other proprietary notice from the Materials. You agree to prevent any unauthorized copying of the Materials. Except as expressly provided herein, no license or right is granted to you directly or by implication, inducement, estoppel or otherwise under Intel patents, copyrights, trademarks, trade secrets, or other intellectual property rights.
- 6. NO WARRANTY, NO SUPPORT: ALL MATERIALS, UPDATES, UPGRADES AND INFORMATION LICENSED UNDER THIS AGREEMENT 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 may make changes to the Materials, or to items referenced therein, at any time without notice, but is not obligated to support, update or provide training for the Materials. Intel may in its sole discretion offer such support, update or training 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.

- 7. LIMITATION OF LIABILITY: NEITHER INTEL NOR ITS LICENSORS SHALL BE LIABLE FOR ANY DAMAGES WHATSOEVER (INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF BUSINESS PROFITS, BUSINESS INTERRUPTION, LOSS OF BUSINESS INFORMATION, OR OTHER LOSS) ARISING OUT OF THE USE OF OR INABILITY TO USE THE MATERIALS, EVEN IF INTEL HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. BECAUSE SOME JURISDICTIONS PROHIBIT THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, THE ABOVE LIMITATION MAY NOT APPLY TO YOU.
- 8. **UNAUTHORIZED USE**: THE MATERIALS ARE NOT DESIGNED, INTENDED, OR AUTHORIZED FOR USE IN ANY TYPE OF SYSTEM OR APPLICATION IN WHICH THE FAILURE OF THE MATERIALS COULD CREATE A SITUATION WHERE PERSONAL INJURY OR DEATH MAY OCCUR (e.g., MEDICAL SYSTEMS, LIFE SUSTAINING OR LIFE SAVING SYSTEMS, TRAFFIC SYSTEMS). Should you use the Materials for any such unauthorized use, you hereby indemnify, defend, and hold Intel and its officers, subsidiaries and affiliates harmless against all claims, costs, damages, and expenses, and reasonable attorney fees arising out of, directly or indirectly, such use and any claim of product liability, personal injury or death associated with such unintended or unauthorized use, even if such claim alleges that Intel was negligent regarding the design or development of the Materials.
- 9. FEEDBACK: This Agreement does not obligate you to provide Intel with materials, information, comments, suggestions or other communication regarding the features, functions, performance or use of the Materials ("Feedback"). However, you agree that Feedback you transmit or post to an Intel website (including without limitation, submissions to the Intel Premier Support and/or other customer support websites or online portals) or otherwise provide to Intel under this Agreement are deemed non-confidential and non-proprietary. Intel will have no obligations with respect to the Feedback. You hereby grant to Intel a non-exclusive, perpetual, irrevocable, royalty-free, copyright license to copy, modify, create derivative works, publicly display, disclose, distribute, license and sublicense through multiple tiers of distribution and licensees, incorporate and otherwise use the Feedback and all data,

images, sounds, text, and other things embodied therein, including derivative works thereto, for any and all commercial or non-commercial purposes. You are prohibited from posting or transmitting to or from an Intel website or providing to Intel any unlawful, threatening, libelous, defamatory, obscene, pornographic, or other material that would violate any law.

Nothing in this Agreement will be construed as preventing Intel from: (i) reviewing your Feedback and errors or defects in Intel products discovered while reviewing your Feedback, or (ii) implementing bug fixes or enhancements to Intel products or to Intel error diagnosis methodology to detect errors or defects in Intel products discovered while reviewing your Feedback. The foregoing may include the right to include your Feedback in regression test suites.

- 10. CONSENT. You agree that Intel, its subsidiaries or suppliers may collect and use technical and related information, including but not limited to the software product serial number, technical information about Your computer, system and application software, and peripherals, that is gathered periodically to facilitate the provision of software updates, product support and other services to You (if any) related to the Materials, and to verify compliance with the terms of this Agreement. Intel may use this information, as long as it is in a form that does not personally identify You, to improve our products or to develop and provide services or technologies to You.
- 11. NON-DISCLOSURE: You will maintain the confidentiality of the Confidential Information (if any) with at least the same degree of care that you use to protect your own confidential and proprietary information, but no less than a reasonable degree of care under the circumstances. You will not disclose the Confidential Information to any employees or to any third parties except to your employees who have a need to know and who agree to abide by nondisclosure terms at least as comprehensive as those set forth herein; provided that you will be liable for breach by any such entity. For the purposes of this Agreement, the term "employee" shall include your independent contractors, who have signed confidentiality agreements with you. You will not make any copies of the Confidential Information except as necessary for your employees with a need to know. Any copies which are made will be identified as belonging to Intel and marked "confidential", "proprietary" or with similar legend. You will not be liable for the disclosure of any Confidential Information which is: (a) generally made available publicly or to third parties by Intel without restriction on disclosure; (b) rightfully received from a third party without obligation of confidentiality; (c) rightfully known to you without any limitation on disclosure prior to your receipt from Intel; (d) independently developed by your employees; or (e) required to be disclosed in accordance with applicable laws, regulations, court, judicial or other government order, provided that you shall give Intel reasonable notice prior to such disclosure and shall comply with any applicable protective order.
- 12. **TERMINATION OF THIS LICENSE**: This Agreement becomes effective on the date you accept this Agreement and will continue until terminated as provided for in this Agreement. If the Materials include Pre-Release Materials, the licenses to the Pre-Release Materials terminate without notice on the earlier of (a) last day of the pre-release period, which may be specified in the Materials, or (b) upon the commercial release of the Pre-Release Materials. If you received the Materials for Evaluation, the licenses terminate without notice at the end of the Evaluation Period. Intel may terminate this license immediately if you are in breach of any of its terms and conditions and such breach is not cured within thirty (30) days of written notice from Intel. Upon termination, you will immediately return to Intel or destroy the Materials and all copies thereof. In the event of termination of this Agreement, the license grant to any Redistributables distributed by you prior to the effective date of such termination and in accordance with the terms and conditions of this Agreement shall survive any such termination of this Agreement
- 13. **U.S. 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.

14. TRADEMARKS. Third-party trademarks, trade names, product names and logos (the "Trademarks") contained in or used by the Materials are the trademarks or registered trademarks of their respective owners, and the use of such Trademarks shall inure to the benefit of the trademark owner. The reference to such Trademarks (if any) by Intel in any of the Materials does not constitute: (i) an affiliation by Intel and its licensors with such company, or (ii) an endorsement or approval of such company of Intel and its licensors and its products or services.

15. **GENERAL PROVISIONS**

- A. ENTIRE AGREEMENT: This Agreement is intended to be the entire agreement between you and Intel with respect to matters contained herein, and supersedes all prior or contemporaneous agreements and negotiations with respect to those matters. No waiver of any breach or default shall constitute a waiver of any subsequent breach or default. If any provision of this Agreement is determined by a court to be unenforceable, you and Intel will deem the provision to be modified to the extent necessary to allow it to be enforced to the extent permitted by law, or if it cannot be modified, the provision will be severed and deleted from this Agreement, and the remainder of the Agreement will continue in effect. Any change, modification or waiver to this Agreement must be in writing and signed by an authorized representative of you and an officer (or delegate) of Intel, and must specifically identify this Agreement by its title (e.g., "Intel® RealSense™ SDK License Agreement and version, i.e., July 2014). If you received a copy of this Agreement translated into another language, the English language version of this Agreement will prevail in the event of any conflict between versions.
- B. EXPORT. You acknowledge that the Materials and all related technical information or materials is subject to export controls under the laws and regulations of the United States and any other applicable governments. You agree to comply with these laws and regulations governing export, reexport, import, transfer, distribution, and use of the Materials and all related technical information or materials. In particular, but without limitation, the Materials and all related technical information or materials may not be exported or re-exported (a) into any U.S. embargoed countries or (b) to any person or entity listed on a denial order published by the U.S. government or any other applicable governments. By using the Materials and all related technical information or materials, you represent and warrant that you are not located in any such country or on any such list. You also agree that you will not use the Materials and all related technical information or materials for any purposes prohibited by the U.S. government or other applicable governments' laws, including, without limitation, the development, design, manufacture or production of nuclear, missile, chemical or biological weapons. You confirm that the Materials and all related technical information or materials will not be re-exported or sold to a third party who is known or suspected to be involved in activities including, without limitation, the development, design, manufacture, or production of nuclear, missile, chemical or biological weapons. You agree that the Materials and all related technical information or materials subject to control under defense laws and regulations (e.g., the International Traffic in Arms Regulations (ITAR)) must not be transferred to non-U.S. persons, whether located in the U.S. or abroad, without a government license.
- C. GOVERNING LAWS: Any claim arising under or relating to this Agreement shall be governed by the internal substantive laws of the State of Delaware, without regard to principles of conflict of laws. You agree that the terms of the United Nations Convention on Contracts for the Sale of Goods do not apply to this Agreement. Any party bringing a legal action or proceeding against any other party arising out of or relating to this Agreement will bring such legal action or proceeding in the courts of the State of Delaware. Each party waives, to the fullest extent permitted by law: (i) any objection which it may now or later have to the laying of venue of any legal action or proceeding arising out of

or relating to this Agreement brought in any court in the State of Delaware; and (ii) any claim that any action or proceeding brought in any such court has been brought in an inconvenient forum. * Other names and brands may be claimed as the property of others