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“**Source Code**” means the software (and not documentation or text) portion of the Materials provided in human readable format, and includes modifications to the Source Code that You make or are made on

Your behalf as expressly permitted under the terms of this Agreement.

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“Your Product” means one or more applications or products developed by or for You using the Materials.

2. PRIVACY REQUIREMENTS. Your Products developed using the Materials must comply with the privacy requirements set forth in Exhibit A, which may be updated from time to time. Intel does not collect or obtain any data through the Materials and You must not provide any data collected through the Materials to Intel. **Intel is not responsible nor liable in any way for Your use of the Materials in Your Products, including any failure by You to comply with the privacy requirements or any applicable laws, regulations, and standards related to data privacy and security.**

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3.1 License Grants. Subject to the terms and conditions of this Agreement, and timely payment of any fees (if applicable), Intel grants You a non-exclusive, worldwide, perpetual (subject to Section 11 below), non-assignable (except as expressly permitted hereunder), limited right and license:

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- (2) use the Materials solely for Your internal business use to develop Your Product, in accordance with the documentation or text files included as part of the Materials, and subject to the applicable license rights and restrictions specified in Section 4 below and the documentation or text files included as part of the Materials; provided, however, that this license does not include the right to sublicense and may only be exercised by You or Your employees;
- (3) modify or create derivative works of the Materials, or any portions thereof, that are provided in Source Code form, provided, however, that this license does not include the right to sublicense and may be exercised only by You or Your employees;
- (4) publicly perform, display, and distribute (directly and through Your distributors, resellers and other channel partners) or otherwise make publicly available the Redistributables, including any modifications to or derivative works of the Redistributables made pursuant to Section 3.1.A(3), or any portions thereof, subject to the following restrictions:

- (a) any distribution of the Redistributables must only be as part of Your Product which must

add significantly more functionality than the Redistributables themselves;

(b) any additional restrictions which may appear in the Redistributables text files specified in Section 1.G above and in Section 3 below; and

(c) the license under Section 3.1.A(4) includes the right to sublicense the Redistributables, but the sublicense rights are limited to sublicensing of any Intel copyrights in the Redistributables and only to the extent necessary to perform, display, and distribute the Redistributables (including Your modifications and derivative works thereto) solely as incorporated in Your Product.

(d) You (i) will be solely responsible to Your customers for any update, support obligation or other liability which may arise from the distribution, (ii) will not make any statement that Your Product is "certified" or that its performance is guaranteed by Intel, (iii) will not use Intel's name or trademarks to market Your Product without written permission from Intel, (iv) will provide the Redistributables subject to a license agreement that prohibits disassembly and reverse engineering of the Redistributables except in cases when you provide Your Product subject to an open source license that is not an Excluded License, for example, the BSD license, or the MIT license, (v) will indemnify, hold harmless, and defend Intel and its suppliers from and against any claims or lawsuits, including attorney's fees, that arise or result from Your modifications, derivative works or Your distribution of Your Product.

and

B. under Intel's Licensed Patent Claims, to:

(1) make copies of the Materials only as specified in Section 3.1.A(1);

(2) use the Materials only as specified in Section 3.1.A(2); and

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And, provided further, that (i) the license under the Licensed Patent Claims does not and will not apply to, and (ii) Intel does not expressly grant You a patent license in this Agreement to: any modifications to, or derivative works of, the Materials, whether made by You, Your contractor, Your customer (which, for all purposes under this Agreement, will mean either a customer, reseller, distributor or other channel partner), or any third party even if the modification and derivative works are permitted under 2.1(A)(3).

3.2 Third Party Programs and Other Intel Programs. Third Party Programs, even if included with the distribution of the Materials, are governed by separate license terms, including without limitation, third party license terms, other Intel software license terms, and open source software license terms. Such

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A. Except as expressly provided in this Agreement, You will not (1) use, reproduce, publicly display or distribute (2) sell, rent, lease, license, sublicense, or otherwise grant any rights in the Materials, in whole or in part, (3) modify, adapt, port, translate, or create derivative works of the Materials or (4) distribute, sublicense or transfer the Source Code form of any components of the Materials or derivatives thereof to any third party;.

B. You must not reverse-assemble, reverse-compile, reverse-engineer, decompile or disassemble any portion of the Materials provided solely in binary form.

C. You may not modify, create a derivative work, link, or distribute the Materials so that any part of it becomes subject to an Excluded License.

D. You must not disable or by-pass any security features of the Materials.

E. You will not: (1) distribute Redistributables except as part of a larger program that adds significant primary functionality different from that of the Redistributables; or (2) include the Redistributables in malicious, deceptive, or unlawful programs or products;

F. You will make reasonable efforts to discontinue use of the portions of the Materials that you are licensed hereunder to use, upon Intel's release of an update, upgrade or new version of the Materials and to make reasonable efforts to distribute such updates, upgrades or new versions to your customers who have received Your Product.

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H. You agree to indemnify and hold Intel, its employees, and its representatives harmless against any damages, costs, and expenses arising in any way out of Your failure to comply with any laws, regulations, and standards related to data privacy or security.

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6. **SAFETY-CRITICAL APPLICATIONS.** Safety is Your responsibility. To the extent You use the Materials to create, or as part of, products used in safety-critical applications designed to comply with functional safety standards or requirements ("Safety-Critical Applications"), it is Your responsibility to design, manage and assure system-level safeguards to anticipate, monitor and control system failures, and You agree that You are solely responsible for all applicable regulatory standards and safety-related requirements concerning Your use of the Materials in Safety Critical Applications. You agree to indemnify and hold Intel and its representatives harmless against any damages, costs, and expenses arising in any way out of Your use of the Materials in Safety-Critical Applications.

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8. **CONFIDENTIALITY.** You agree that the Materials and any confidential, proprietary or trade secret information related to the Materials or Intel are the confidential information of Intel (the "Confidential Information"). If the parties have entered into a non-disclosure agreement, the terms of that agreement will apply to the disclosure of any confidential information, as defined in that agreement, from Intel to You. The following provisions will apply if there is no existing non-disclosure agreement between You and Intel. You will maintain the confidentiality of any Confidential Information 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 person or entity. For the purposes of this Agreement, the term "employee" will include Your independent contractors, subject to Section 4. G, who have signed confidentiality agreements with You at least as comprehensive as those set forth in this Section. 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 will give Intel reasonable notice prior to such disclosure and will comply with any applicable protective order.

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10. **LIMITATION OF LIABILITY.** The Materials are being licensed to You for free, and use of the Materials is at Your own risk. In no event will Intel be liable for any direct, indirect, incidental, consequential, special or other losses or damages arising out of or related to this Agreement or Your use of the Materials, including without limitation any of the following losses or damages (whether such losses or damages were foreseen, foreseeable known or otherwise: (i) loss of revenue; (ii) loss of actual or anticipated profits; (iii) loss of the use of money; (iv) loss of anticipated savings; (v) loss of business; (vi) loss of opportunity; (vii) loss of goodwill; (viii) loss of the use of the Materials; (ix) loss of reputation; (x) loss of, damage to, or corruption of data; or (xi) any indirect, incidental, special or consequential loss or damage however caused (including loss of damage of the type specified in this Section 11). Intel has no obligation to indemnify You for any liabilities, including without limitation, liability for loss or corruption of data or infringement of intellectual property of any kind.

11. **TERMINATION OF THIS AGREEMENT.** Intel may terminate this Agreement immediately, upon notice from Intel, if You violate any of its terms. Upon termination, You will immediately destroy any Materials you have downloaded and all copies thereof (including providing certification of such destruction back to Intel) or return all Materials and copied thereof to Intel. In the event of termination of this Agreement, all licenses granted to You hereunder shall immediately terminate.

Sections 12 - 21 will survive expiration or termination of this Agreement.

12. **GOVERNING LAW, JURISDICTION, AND VENUE.** All disputes arising out of or related to this Agreement, whether based on contract, tort, or any other legal or equitable theory, will in all respects be governed by, and construed and interpreted under, the laws of the United States of America and the State of Delaware, without reference to conflict of laws principles. **The parties agree that the United Nations Convention on Contracts for the International Sale of Goods (1980) is specifically excluded from and will not apply to this Agreement.** All disputes arising out of or related to this Agreement, whether based on contract, tort, or any other legal or equitable theory, will be subject to the exclusive jurisdiction of the courts of the State of Delaware or of the Federal courts sitting in that State. Each party submits to the personal jurisdiction of those courts and waives all objections to that jurisdiction and venue for those disputes.

13. **FEEDBACK.** This Agreement does not obligate You to provide Intel with materials, information, comments, suggestions or other communication regarding the Materials. However, You agree that any material, information, comments, suggestions or other communication You transmit or post to an Intel website (including but not limited to, submissions to the Intel Premier Support and/or other customer support websites or online portals) or provide to Intel under this Agreement are not controlled by the

International Traffic in Arms Regulations (ITAR) or the Export Administration Regulation (EAR), and if related to the features, functions, performance or use of the Materials are deemed non-confidential and non-proprietary ("Communications"). Intel will have no obligations with respect to the Communications. 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 Communications 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 provide to Intel any unlawful, threatening, libelous, defamatory, obscene, pornographic, or other material that would violate any law. If You wish to provide Intel with information that You intend to be treated as confidential information, Intel requires that such confidential information be provided pursuant to a non-disclosure agreement ("NDA"), so please contact Your Intel representative to ensure the proper NDA is in place.

Nothing in this Agreement will be construed as preventing Intel from reviewing Your Communications and errors or defects in Intel products discovered while reviewing Your Communications. Furthermore, nothing in this Agreement will be construed as preventing Intel from implementing independently-developed enhancements to Intel's own error diagnosis methodology to detect errors or defects in Intel products discovered while reviewing Your Communications or to implement bug fixes or enhancements in Intel products. The foregoing may include the right to include Your Communications in regression test suites.

14. **EXPORT.** You must comply with all laws and regulations of the United States and other countries governing the export, re-export, import, transfer, distribution, use, and servicing ("Export") of the Materials, Documentation, and all related materials provided by Intel. In particular but without limitation, You must not, without first obtaining all authorizations required by the United States and all applicable laws and regulations, Export any Materials or Documentation (a) to any prohibited or restricted entity or a country subject to sanctions; or (b) for the development, design, manufacture, or production of nuclear, missile, chemical, or biological weapons, or for any other purpose prohibited by the United States government or other applicable governments. If Intel receives notice that You are or have become identified as a sanctioned or restricted party under applicable regulations, then Intel will not be obligated to perform any of its obligations under this Agreement if performance would result in violation of the sanctions or restrictions. You represent and warrant that it is not located in any country subject to U.S. sanctions, and is not an entity listed on a denial order published by the United States government or any other relevant government.

15. **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

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16. **ASSIGNMENT**. You may not assign any rights or delegate any duties under this Agreement, in whole or in part, whether by contract, operation of law, change or control or otherwise without the prior written consent of Intel. Any attempt to assign any rights, duties or obligations without Intel's prior written consent will be a material breach of this Agreement and will be null and void. Intel may assign or delegate all or any of its rights or obligations under this Agreement in its sole discretion. This Agreement will bind and inure to the benefit of the respective parties and their permitted successors and assigns.

17. **ENTIRE AGREEMENT**. This Agreement contains the complete and exclusive agreement and understanding between the parties concerning the subject matter of this Agreement, and supersedes all prior and contemporaneous proposals, agreements, understanding, negotiations, representations, warranties, conditions, and communications, oral or written, between the parties relating to the same subject matter. This Agreement, including without limitation its termination, has no effect on any signed non-disclosure agreements between the parties, which remain in full force and effect as separate agreements to their terms. Each party acknowledges and agrees that in entering into this Agreement it has not relied on, and will not be entitled to rely on, any oral or written representations, warranties, conditions, understanding, or communications between the parties that are not expressly set forth in this Agreement. The express provisions of this Agreement control over any course of performance, course of dealing, or usage of the trade inconsistent with any of the provisions of this Agreement. The provisions of this Agreement will prevail notwithstanding any different, conflicting, or additional provisions that may appear on any purchase order, acknowledgement, invoice, or other writing issued by either party in connection with this Agreement. No modification or amendment to this Agreement will be effective unless in writing and signed by authorized representatives of each. 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.

18. **INJUNCTION**. You acknowledge that any disclosure, unauthorized use, commercialization, or public use of the Material would cause irreparable injury to Intel and You consent to the grant of an injunction by any court of competent jurisdiction in the event of such a breach or threatened breach.

19. **SEVERABILITY**. The parties intend that if a court holds that any provision or part of this Agreement is invalid or unenforceable under applicable law, the court will modify the provision to the minimum extent necessary to make it valid and enforceable, or if it cannot be made valid and enforceable, the parties intend that the court will sever and delete the provision or part from this Agreement. Any change to or deletion of a provision or part of this Agreement under this Section will not affect the validity or enforceability of the remainder of this Agreement, which will continue in full force and effect.

20. **WAIVER.** A party's failure or delay in enforcing any provision of this Agreement will not operate as a waiver of the right to enforce that provision or any other provision of this Agreement at any time. No waiver of any provision of this Agreement will be valid unless in writing, specifying the provision to be waived, and signed by the party agreeing to the waiver.

EXHIBIT A

Privacy Requirements for Your Products using the Intel® Context Sensing SDK: What Developers Should Know

1. Purpose.

This document sets forth Intel's privacy and security requirements which apply to Your use of the Materials. Nothing in this document should be interpreted as legal advice.

2. Compliance. You are solely responsible for: (a) compliance with all applicable laws, regulations and standards concerning the protection of the Personal Data (as defined below); and (b) obtaining any and all consents from Data Subjects, if and as required under applicable law. If any applicable law, regulation or standard is more stringent than the requirements and recommendations contained herein, the law/regulation/standard will govern and control over the terms of this Exhibit A.

You are solely responsible to ensure that your use of the Materials (including Your Products) is in compliance with all applicable laws, regulations, and standards and Intel is not liable in any way for Your failure to comply with such laws, regulations, and standards. Intel may investigate alleged violations and take all appropriate actions, in its sole discretion, to enforce these terms. Without limiting the foregoing, failure to comply with the requirements of this Exhibit A and/or applicable law for the protection of Personal Data constitutes a breach of the Agreement and may lead to termination of the rights and licenses granted herein, in addition to any other legal remedies Intel may have at law or in equity.

If you have any question about applicable laws, regulations or standards, you should seek competent legal counsel. Ultimately, compliance with all applicable laws for the protection of Personal Data is your obligation.

3. Definitions.

"Data Controller/Controller" means the natural or legal person, organisation, public authority, agency or any other body which alone or jointly with others determines the purposes and means of the processing of personal data.

"Data Processor/Processor" means a natural or legal person, public authority, agency, intermediary or any other body which processes personal data on behalf of the Data Controller.

"Data Subject" means an identified or identifiable natural person who can be identified, directly or indirectly, in particular by reference to an identifier such as a name, an identification number, location data, an online identifier or to one or more factors specific to his physical, physiological, genetic, mental,

economic, cultural or social identity, or any natural person to which Personal Data relates under applicable data protection laws.

“Personal Information” or “Personal Data” means the personally identifiable information or personal data or any other information regulated as personal data or personal information under the applicable data protection laws relating to a Data Subject and Processed by Intel or any Intel Sub-processors for the purpose of providing the Services and as set out at Appendix 1 to this Addendum.

“Process/Processing” means any operation or set of operations which is performed upon Personal Data, whether or not by automatic means, such as collection, recording, organization, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, blocking, erasure or destruction.

“Standard Contractual Clauses” mean the 2004 standard contractual clauses for the transfer of Personal Data from a Data Controller in the European Economic Area to Data Controllers established in third countries under the EU General Data Protection Regulation 2016/679 (the "GDPR") (as amended, replaced or superseded) (or any alternative or successor Decision that approves new standard contractual clauses for transfers to Data Controllers in third countries), as amended by incorporating the description of the Personal Data to be transferred set out in Appendix 1 to this Addendum). The standard contractual clauses are available on the European Commission's website at the following link: <https://eur-lex.europa.eu/legal-content/EN/TXT/?uri=celex%3A32010D0087>.

4. Privacy Requirements

You are required to include the following in Your Products:

A. **Notice and Opt-In for End Users/Data Subjects.** If Your Product Processes any Personal Information, the end user/Data Subject must be notified:

- what Personal Information/Personal Data is being collected or used;
- for what specific purpose the Personal Information/Personal Data is being collected;
- whether the Personal Information/Personal Data will be shared with Intel or anyone else; and
- for how long the Personal Information or Personal Data will be retained

End Users/ Data Subjects must affirmatively opt-in to such collection and Processing prior to Your collection or Processing the Personal Information/Personal Data, and must be presented with a clear, easy to use method to withdraw their prior consent.

Definitions of Personal Information may vary in different countries. You should use a very broad interpretation of this term to include any information that directly or indirectly relates to an identified or identifiable individual, as described under the term “Personal Information” above.

Further, most jurisdictions recognize that particular types of Personal Information are more

sensitive than others (e.g. biometrics and genetic information for purposes of identifying specific individuals, children's Personal Information and the Personal Information of other vulnerable individuals, information relating to arrest records, criminal offenses and convictions, financial information, etc.) and, therefore, apply heightened standards of care and responsibility for safeguarding "sensitive personal information." You must also comply with all applicable laws, standards and regulations pertaining to sensitive Personal Information.

B. Use Limitation. Personal Information may only be used for the purpose described in the notice You provide to the end user/Data Subject. If you wish to use the Personal Information for a different purpose, or if you decide to collect additional Personal Information than what was originally specified in the privacy notice, or if anything has else changed from what You informed the end user/Data Subject in the original privacy notice, You must notify the end user/Data Subject and obtain their consent prior to any such collection, use or implementing such changes.

C. Data Storage, Transmission and Destruction. Storage, transmission and destruction of Personal Information should be performed using reasonable industry standard security measures. Personal Information should be irrevocably and securely destroyed when it is no longer needed for the purpose for which it was collected/Processed. As described above, You must provide each user /Data Subject with an easy to access means to request deletion of the Personal Information you collect/Process, about them and you must comply with such request as required and within the time specified under applicable law, but if response o deletion time is not specified under applicable law, within a reasonable time following the end user's/Data Subject's request.

End users/Data Subjects may have additional rights in certain jurisdictions, including but not limited to the right to request information about what data You hold about them if You did not receive the data from them, the right to access their data, the right to be forgotten, the right to request erasure of their data the right to object to the data processing, the right to data correction and rectification, the right to restrict processing, the right to data portability, and the right not to be subject to a decision based solely on automated processing, including profiling, which produces legal effects or significantly affects them. You must ensure that You fully comply all applicable legal requirements relating to the rights of end users /Data Subjects whose data you have collected and processed. For EU Personal Data transfers, the Standard Contractual Clauses will apply to Personal Data originating from a Customer or affiliate (who, for the purposes of the Standard Contractual Clauses shall be deemed the "Data Exporter") established in the European Economic Area that is transferred to Intel outside of the European Economic Area to a country that has not been designated by the European Commission as providing adequate protection for personal data (who, for the purposes of the Standard Contractual Clauses shall be deemed the "Data Importer").