IMPORTANT - READ BEFORE COPYING, INSTALLING OR USING.

Do not use or load this software (the “Software”) until you (“You”) have carefully read the following terms and conditions. By loading or using the Software, You agree to the terms of this license agreement (this “Agreement”). If You do not wish to so agree, do not copy, install or use the Software. If You are an agent or employee of a legal entity, You represent and warrant that You have the authority to bind such legal entity to this Agreement.

Third Party Programs (as defined below), even if included with the distribution of the Materials, are governed by separate third party license terms. Such third party license terms (and not this Agreement) govern your use of the Third Party Programs, and Intel is not liable for the Third Party Programs.

1. LICENSE DEFINITIONS:

A. “Client SDK” means the SDK (software development kit) comprising Materials and Developer Tools.

B. “Developer Tools” means static libraries, installation or development utilities for the purpose of developing of Your Product.

C. “Documentation” means the reference guide for developing software applications for the Technology.

D. “Licensed Patent Claims” means the claims of Intel’s patents that are necessarily and directly infringed by the reproduction and distribution of the Materials that is authorized in Section 2 below, when the Materials is in its unmodified form as delivered by Intel to You and not modified or combined with anything else. Licensed Patent Claims are only those claims that Intel can license without paying, or getting the consent of, a third party.

E. “Materials” are defined as the software and other materials, including any updates and upgrade thereto, that are provided to You under this Agreement for the Technology. Materials include Redistributables and Sample Source. Materials exclude Developer Tools, Third Party Programs, WebRTC Conference Server and WebRTC Gateway.

F. “Redistributables” are the files listed in the following text files that may be included in the Materials: ThirdpartyLicenses.txt.

G. “Sample Source” means a set of Source Codes, which form the basis of and reference point for the development of Your Product.

H. “Source Code” means a form in which a computer program’s logic is easily deduced by a human being with skill in the art, such as a printed listing of the program or a form from which a printed listing can be easily recognized and includes modification that You make or are made on Your behalf, pursuant to this Agreement.

I. “WebRTC Conference Server” means a set of server end software in binary form, containing the service management interface and media processing components to enable collaboration runtime capabilities for the Technology.

J. “WebRTC Gateway” means a set of binary codes that enable the interoperability of the Technology with traditional RTC systems.

K. “Technology” means Intel® Collaboration Suite for WebRTC (web real time communication), a WebRTC-based communication solution. It is a multi-media communications service, and includes the WebRTC Downloads. It may additionally include, without limitation, software, specifications, prototypes, or other materials.

L. “Third Party Programs” means the software and other property of third party suppliers, including without limitation, open source software license terms, that are governed by separate third party license terms.
M. “WebRTC Downloads” means the Client SDK, Documentation, WebRTC Conference Server and WebRTC Gateway collectively, and other modules that may be added to these downloads from time to time.

N. “Your Product” means an application or product for the Technology developed by or for You using the Materials.

2. LICENSE:

Subject to Your compliance with all of the terms and conditions of this Agreement, Intel Corporation ("Intel") grants to You a non-exclusive, royalty-free, non-transferable (except as expressly permitted hereunder), limited right and license:

A. under Intel's copyrights, to:

   (1) use the Client SDK, Documentation, WebRTC Conference Server and WebRTC Gateway solely for Your internal use to develop Your Products, provided however, this license does not include the right to sublicense and may only be exercised by You or Your employees and only within Your facilities;

   (2) Modify the Materials, or any portions thereof, that are (i) provided in Source Code form or (ii) are defined as Redistributables and are provided in text form, solely for Your internal use to develop Your Products, provided however, that this license does not include the right to sublicense and may be exercised only by You or Your employees and only within Your facilities;

   (3) distribute (subject to any specific restrictions which may appear in the Redistributables text files specified in Section 1F above), the Redistributables, including any modifications to the Redistributables made pursuant to Section 2A(2), or any portions thereof, only as part of Your Product that adds significantly more functionality than the Redistributables themselves. This license includes the right to sublicense, but the sublicense rights are limited to sublicenseing of any Intel copyrights in the Materials and only to the extent necessary to perform, display and distribute the Redistributables (including Your modifications thereto) solely as incorporated in Your Product, and without the right of Your sublicensees to grant further sublicenses;

   (4) Distribute the WebRTC Conference Server and WebRTC Gateway with your Product; and

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

   (1) make copies of the Materials internally only;

   (2) use the Client SDK and Documentation internally only; and

   (3) offer to distribute, and distribute, but not sell, the Redistributables only as part of Your Products, under Intel's copyright license granted in Section 2.1A, but only under the terms of that copyright license and not as a sale (but this right does not include the right to sub-license); and provided, further, that the license under the Licensed Patent Claims does not and will not apply to any modifications to, or derivative works of, the Materials, whether made by You, Your customer (which, for all purposes under this Agreement, will mean either a customer or a distributor), or any third party even if the modification and derivative works are permitted under 2.1A(2)).

3. LICENSE CONDITIONS:

Your use of the WebRTC Downloads is expressly limited to and conditioned upon compliance with the following:

A. NO IMPLIED LICENSES OR OTHER RIGHTS: The consideration under this Agreement is only for the licenses that Intel expressly grants to You in the preceding paragraphs. Any other rights including, but not limited to, 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 such additional license. An essential basis of the bargain in this Agreement is that Intel grants You no licenses or other rights including, but not limited to, patent, copyright, trademark, trade name, service mark or other intellectual property licenses or
rights, by implication, estoppel or otherwise, except for the licenses expressly granted in the preceding paragraphs. Specifically, except for the licenses expressly granted in the preceding paragraphs, Intel grants no licenses or other rights, expressly or by implication, estoppel or otherwise, to:

1. make, use, sell, offer for sale, or import modifications of the WebRTC Downloads;
2. sell or offer to sell the WebRTC Downloads;
3. combine the WebRTC Downloads or modified versions of the WebRTC Downloads with other items or to use any such combination; or
4. any claims of any patents, patent applications, or other patent rights of Intel.

You acknowledge that there are significant uses of the WebRTC Downloads in its original, unmodified and uncombined form. 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 WebRTC Downloads that You or third parties make that infringe any Intel patent claim.

B. You will make reasonable efforts to discontinue use of the portions of the WebRTC Downloads that You are licensed hereunder to use, upon Intel’s release of an update, upgrade or new version of the WebRTC Downloads, and to make reasonable efforts to distribute updates, upgrades or new versions of Your Product developed with the updated WebRTC Downloads to Your customers who have received any of your software applications developed with the WebRTC Downloads.

C. If Your Product is a software development library, then attribution (if any), as specified in the product release notes of the corresponding WebRTC Downloads shall be displayed prominently in Your Product’s associated documentation and on the web site (if any) for Your Product.

D. If You receive Your first copy of the Materials electronically, and a second copy on media, then you may use the second copy only in accordance with Your applicable license stated in this Agreement, or for backup or archival purposes. You may not provide the second copy to another user.

E. You may NOT: (i) use, copy, distribute, or publicly display the WebRTC Downloads except as provided in this Agreement; (ii) rent or lease the WebRTC Downloads to any third party; (iii) modify, adapt, or translate the WebRTC Downloads in whole or in part except as provided in this Agreement; (iv) reverse engineer, decompile, or disassemble the WebRTC Downloads; (v) attempt to modify or tamper with the normal function of a license manager that regulates usage of the WebRTC Downloads; (vi) distribute, sublicense or transfer the Source Code form of any components of the WebRTC Downloads or derivatives thereof to any third party except as provided in this Agreement; (vii) distribute Redistributables except as part of a larger program that adds significant primary functionality different from that of the Redistributables; (viii) include the Redistributables in malicious, deceptive, or unlawful programs; or (ix) modify, link, or distribute the WebRTC Downloads so that any part of it becomes subject to an Excluded License. An “Excluded License” is one 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. You will not disable or by-pass any security features of the WebRTC Downloads, or use the WebRTC Downloads 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 product or system’s design, operation or implementation that could be exploited by an attacker to violate the 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 applications can cause a Security Vulnerability, You agree to (1) immediately notify Intel, (2) take immediate measures...
to stop the distribution of Your Product, (3) promptly correct such Security Vulnerability and (4) indemnify and hold harmless Intel for any claims that may be alleged against Intel due to such Security Vulnerability.

F. Intel will not be responsible in any way for Your Products developed using the WebRTC Downloads. You (i) are solely responsible to Your customers for any update or support obligation or other liability that may arise from the distribution of Your Product and for Your Product’s compliance with all applicable laws, including, without limitation, privacy laws, (ii) must not make any statement that Your Product is "certified", or that its performance is guaranteed, by Intel, (iii) must not use Intel’s name, logo or trademarks to market Your product without written permission of Intel, (iv) shall prohibit disassembly and reverse engineering of the WebRTC Downloads, and (v) shall indemnify and hold harmless Intel and its suppliers from and against any claims, lawsuits, or damages, including attorneys' fees, that arise or result from Your distribution Your Product.

4. PRIVACY:

A. Data Collection: Intel has collected or may collect certain personal information from You in order to inform You of updates to the WebRTC Downloads, based on the personal information you provide to Intel in connection with the WebRTC Downloads.

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.

5. COPYRIGHT: Title to the WebRTC Downloads, modifications thereto provided by Intel and all copies thereof remain with Intel or its suppliers. The WebRTC Downloads is 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 WebRTC Downloads. You agree to agree to any unauthorized copying of the WebRTC Downloads. Except as expressly provided herein, no license or right is granted to You directly or by implication, inducement, estoppel or otherwise; specifically Intel does not grant any express or implied right to You under Intel patents, copyrights, trademarks, or trade secrets.

6. NO WARRANTY, NO SUPPORT AND LIMITED REPLACEMENT: THE WEBRTC DOWNLOADS AND INFORMATION ARE PROVIDED "AS IS" WITH NO WARRANTIES, EXPRESS OR IMPLIED. INTEL SPECIFICALLY DISCLAIMS ANY AND ALL WARRANTIES, INCLUDING WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NONINFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS, OR ANY WARRANTY OTHERWISE ARISING OUT OF ANY PROPOSAL, SPECIFICATION, OR SAMPLE. If the media on which the WebRTC Downloads are furnished are found to be defective in material or workmanship under normal use for a period of ninety (90) days from the date of receipt, Intel's entire liability and Your exclusive remedy shall be the replacement of the media. This offer is void if the media defect results from accident, abuse, or misapplication.

Intel may make changes to the WebRTC Downloads, or to items referenced therein, at any time without notice, but is not obligated to support, update or provide training for the WebRTC Downloads. 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 SUPPLIERS 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 WEBRTC DOWNLOADS, 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 WebRTC Downloads IS NOT DESIGNED, INTENDED, OR AUTHORIZED FOR USE IN ANY TYPE OF SYSTEM OR APPLICATION IN WHICH THE FAILURE OF THE WebRTC Downloads COULD CREATE A SITUATION WHERE PERSONAL INJURY OR DEATH MAY OCCUR (e.g.,
MEDICAL SYSTEMS, LIFE SUSTAINING OR LIFE SAVING SYSTEMS). Should You use the WebRTC Downloads for any such unintended or 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 manufacture of the WebRTC Downloads.

9. USER SUBMISSIONS: This Agreement does not obligate You to provide Intel with materials, information, comments, suggestions or other communication regarding the WebRTC Downloads. However, You agree that any material, information, comments, suggestions or other communication You transmit or post to Intel website or provide to Intel under this Agreement related to the features, functions, performance or use of the WebRTC Downloads 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.

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 WebRTC Downloads, 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. 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. 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 WebRTC Downloads and all copies thereof. In the event of termination of this Agreement, the license grant to any Redistributables distributed by You in accordance with the terms and conditions of this Agreement, prior to the effective date of such termination, shall survive any such termination of this Agreement.

12. 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.

13. 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 WebRTC 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 WebRTC Downloads and all related technical information or materials are 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, re-export, import, transfer, distribution, and use of the WebRTC Downloads and all related technical information or materials. In particular, but without limitation, the WebRTC Downloads 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 WebRTC Downloads 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 WebRTC Downloads 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 WebRTC Downloads 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 WebRTC Downloads 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. **APPLICABLE 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 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 in the courts of 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.

D. **ASSIGNMENT**: Intel may assign its rights or delegate its obligations, or any part thereof under this Agreement without prior consent from you. You may not assign, whether 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, any portion of this Agreement. Any attempt by you to assign or delegate any rights, duties or obligations set forth in this Agreement without Intel's prior written consent shall be deemed a material breach of this Agreement and shall be null and void. Except as provided above, the terms and conditions of this Agreement shall bind and inure to each party's successors and assigns.