

**HARMAN CONNECTED SERVICES, INC. (“HARMAN”)  
SDK LICENSE AGREEMENT  
ADOBE® AIR® SDK**

**1. NO WARRANTY, LIMITATION OF LIABILITY, BINDING AGREEMENT AND ADDITIONAL TERMS AND AGREEMENTS.**

1.1 NO WARRANTY. YOU ACKNOWLEDGE THAT THE SDK (AS DEFINED BELOW) MAY BE PRONE TO BUGS AND/OR STABILITY ISSUES. THE SDK IS PROVIDED TO YOU “AS IS,” AND HARMAN AND ITS LICENSORS AND SUPPLIERS DISCLAIM ANY WARRANTY OR LIABILITY OBLIGATIONS TO YOU OF ANY KIND. YOU ACKNOWLEDGE THAT HARMAN MAKES NO EXPRESS, IMPLIED, OR STATUTORY WARRANTY OF ANY KIND WITH RESPECT TO THE SDK INCLUDING ANY WARRANTY WITH REGARD TO PERFORMANCE, MERCHANTABILITY, SATISFACTORY QUALITY, NONINFRINGEMENT OR FITNESS FOR ANY PARTICULAR PURPOSE. YOU BEAR THE ENTIRE RISK AS TO THE QUALITY AND PERFORMANCE OF THE SDK AND YOUR USE OF AND OUTPUT FROM THE SDK. Neither HARMAN nor Adobe is obligated to provide maintenance, technical support or updates to you for any portion of the SDK. The foregoing limitations, exclusions and limitations shall apply to the maximum extent permitted by applicable law, even if any remedy fails its essential purpose.

1.2 Limitation of Liability. IN NO EVENT WILL HARMAN OR ITS LICENSORS OR SUPPLIERS BE LIABLE TO YOU FOR ANY LOSSES, DAMAGES, CLAIMS OR COSTS WHATSOEVER INCLUDING ANY CONSEQUENTIAL, INDIRECT OR INCIDENTAL DAMAGES, ANY LOST PROFITS OR LOST SAVINGS, ANY DAMAGES RESULTING FROM BUSINESS INTERRUPTION, PERSONAL INJURY OR FAILURE TO MEET ANY DUTY OF CARE, OR CLAIMS BY A THIRD PARTY EVEN IF A HARMAN REPRESENTATIVE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSSES, DAMAGES, CLAIMS OR COSTS. THE FOREGOING LIMITATIONS AND EXCLUSIONS APPLY TO THE EXTENT PERMITTED BY APPLICABLE LAW IN YOUR JURISDICTION. HARMAN’S AGGREGATE LIABILITY AND THAT OF ITS LICENSORS OR SUPPLIERS UNDER OR IN CONNECTION WITH THIS AGREEMENT SHALL BE LIMITED TO THE AMOUNT PAID FOR THE SDK, IF ANY. THIS LIMITATION ON HARMAN AND ITS LICENSORS AND SUPPLIERS WILL APPLY EVEN IN THE EVENT OF A FUNDAMENTAL OR MATERIAL BREACH OR A BREACH OF THE FUNDAMENTAL OR MATERIAL TERMS OF THIS AGREEMENT. Nothing contained in this agreement limits HARMAN’s, or its licensors or suppliers, liability to you in the event of death or personal injury resulting from HARMAN’s negligence or for the tort of deceit (fraud). HARMAN is acting on behalf of its licensors and suppliers for the purpose of disclaiming, excluding and limiting obligations, warranties and liability, but in no other respects and for no other purpose.

**1.3 Binding Agreement. This agreement governs installation and use of the SDK. You agree that this agreement is like any written negotiated agreement signed by you. By downloading, installing, copying, modifying or distributing all or any portion of the SDK, you accept all of the terms and conditions of this agreement. This agreement is enforceable against you and any legal entity that obtained the SDK and on whose behalf they are used: for example, your employer. If you do not agree to the terms of this agreement, do not use the SDK.**

1.4 Additional Terms and Agreements. You may have a separate written agreement with HARMAN that supplements or supersedes all or portions of this agreement. Your use of some third party materials included in the SDK may be subject to other terms and conditions typically found in a separate license agreement or a “Read Me” file located near such materials or in the “Third Party Software Notices and/or Additional Terms and Conditions” found at <http://www.adobe.com/go/thirdparty>. Such other terms and conditions will supersede all or portions of this agreement in the event of a conflict with the terms and conditions of this agreement.

## 2. DEFINITIONS.

“Adobe” means Adobe Systems Incorporated, a Delaware corporation, 345 Park Avenue, San Jose, California 95110.

“Build Tools” means build files, compilers, runtime libraries (but not the complete Runtime Software) accompanying this agreement, including, for example, the contents of the bin, lib, and runtime directories, adl.exe, adl.bat and adt.jar.

“Developer Application” means your application software that complies with the requirements of this agreement, including Section 6.1, and that either (a) interoperates with the Runtime Software or (b) is an application produced from the Build Tools.

“Documentation” means the written materials accompanying this agreement, including, for example, technical specifications, file format documentation and application programming interface (API) information.

“Effective Date” means the date that you download or otherwise access the SDK.

“HARMAN” means HARMAN Connected Services, Inc., a Delaware corporation, 636 Ellis Street, Mountain View, California 94043, if Section 15(a) of this agreement applies; HARMAN Connected Services Japan Co. Ltd, a company organized under the laws of Japan, an affiliate and licensee of HARMAN Connected Services, Inc., if Section 15(b) of this agreement applies; otherwise it means HARMAN Connected Services UK Ltd., a company organized under the laws of England and an affiliate and licensee of HARMAN Connected Services, Inc. For the purposes of this agreement, the above entities or another HARMAN affiliate may provide services or collect payment of fees hereunder.

“Material Improvement” means perceptible, measurable and definable improvements that provide extended or additional significant and primary functionality that adds significant business value.

“Object Code Redistributables” means those files in object code format located in the /runtimes/air-captivate/mac, /runtimes/air-captivate/win, lib/aot/lib, and /lib/android/lib/runtimeClasses.jar, and /runtimes/air/android folders, if included with the version of the SDK provided to you in connection with this agreement.

“Runtime Components” means any of the individual files, libraries or executable code contained in the Runtime Software directory (e.g., the runtime folder) or the Runtime Software utilities included in the utilities directory or installer files. Adobe AIR.dll, Runtime.apk, runtime executables, template.exe and template.app are examples of Runtime Components.

“Runtime Software” means the Adobe runtime software in object code format named “Adobe AIR” that is to be installed by end-users and all updates to such software made available by HARMAN or Adobe.

“SDK” means the Build Tools, Documentation, Object Code Redistributables, Runtime Components, SDK Source Files and Sample Code.

“SDK Source Files” means source code files included in the directory “frameworks” that accompany this agreement.

“Sample Code” means sample software in source code format designated in the Documentation or directories as “sample code,” “samples,” “sample application code,” “quickstart code” or “snippets.”

### 3. LICENSE.

Subject to the terms and conditions of this agreement, including the requirements and restrictions below, HARMAN grants you the non-exclusive, non-transferable right to use the SDK in accordance with the Documentation as follows:

3.1 Installation, Use and Copying. You may install and use the Build Tools and Runtime Components solely for purpose of developing compliant Developer Applications. You may make a limited and reasonable number of copies of the SDK for purposes of your internal development of Developer Applications, subject to you complying with the requirements for Fees and Audits in section 4.

3.2 Modification. You may modify the Sample Code and SDK Source Files provided to you in human readable (i.e., source code) format. You may incorporate the modified Sample Code and SDK Source Files into your Developer Applications. You may not modify the Build Tools (except for files that are covered by third party licenses that allow you to do so), Documentation or the Runtime Software in any manner. In no event may you take any action to make the SDK subject to a license or scheme in which there is or could be interpreted that, as a condition of use, modification and/or distribution, the SDK be (a) disclosed or distributed in source code form; (b) licensed for the purpose of making derivative works; or (c) redistributable at no charge. You may not delete or in any manner alter the copyright notices, trademarks, logos or related notices, or other proprietary rights notices of HARMAN or Adobe (and its or their licensors, if any) appearing on or within any portion of the SDK other than Sample Code or SDK Source Files that are substantially modified by you in accordance with this agreement.

3.3 Distribution.

(a) Distribution Rights. Subject to the provisions of this agreement, including the requirements and restrictions below, you may copy and distribute the Sample Code, SDK Source Files and Object Code Redistributables as follows:

(i) Distribution with Developer Application. You may distribute (A) Sample Code and SDK Source Files in source code, object code, modified or unmodified form, in all cases incorporated into your Developer Application and (B) Object Code Redistributables, other than of Pre-release Software, only as incorporated automatically (i.e., incorporated solely as a byproduct of your use of the Build Tools) into a Developer Application for Mac, Windows, iOS, or Android platforms, by using the Object Code Redistributables in the /runtimes/air-captive/mac, /runtimes/air-captive/win, lib/aot/lib, and /lib/android/lib/runtimeClasses.jar, and /runtimes/air/android/device/Runtime.apk folders, respectively; and

(ii) Distribution of Sample Code Stand-alone. You may distribute Sample Code (but not SDK Source Files) in source code or object code format on a stand-alone basis or as bundled with other software, as long as you first make modifications to such code that result in Material Improvements; and

(iii) Distribution of SDK Source Files. You may distribute SDK Source Files (but not the Sample Code) in source code or object code format on a stand-alone basis or as bundled with other components useful to developers, as long as you first make modifications to such files that result in Material Improvements, and provided that you include a copyright notice reflecting copyright ownership in such modified files, and (B) do not use "mx," "mxml," "flex," "flash," "fl" or "adobe" in any new package or class names distributed with the SDK Source Files.

(iv) No Distribution of Build Tools. This agreement does not grant you the right to distribute the Build Tools (except for files that are covered by third party licenses that allow you to do so), Documentation or Runtime Software. In no event may you take any action to make the SDK subject to a license or scheme in which there is or could be interpreted that, as a condition of use, modification and/or

distribution, the SDK be (A) disclosed or distributed in source code form; (B) licensed for the purpose of making derivative works; or (C) redistributable at no charge. For information about obtaining the right to distribute such components with your product or service, please refer to <http://www.adobe.com/go/redistributeairsdk>.

(b) Distribution Requirements. If you distribute the Sample Code or SDK Source Files under this agreement, you must include a copyright notice in such code, files, the relevant Developer Application or other larger work incorporating such code or files. You may not (i) make any statement that any Developer Application or other software is “certified” or otherwise guaranteed by HARMAN or Adobe or (ii) use HARMAN’s or Adobe’s name or trademarks to market any Developer Application or other software without written permission from the trademark owner. Neither HARMAN nor Adobe is responsible to you or any other party for any software update or support or other liability that may arise from your distribution.

#### **4 FEES AND AUDITS.**

You agree that the use of the Build Tools in order to create a Developer Application is subject to You paying an annual fee to HARMAN in accordance to the latest pricing published on HARMAN’s web site, or as accompanying this license agreement and SDK (“AIR SDK Fees”). For as long as you are eligible for the “free tier” of distribution and do not pay HARMAN any fee then you acknowledge that your Developer Application will be subjected to a splash screen showing HARMAN/Adobe branding during the application start-up. If you become ineligible for the “free tier” you will be required to pay fees according to the AIR SDK Fees.

You hereby grant HARMAN or HARMAN’s independent audit firm the right to carry out an audit of your relevant records should HARMAN wish to ensure that you have kept to the terms of this agreement. This audit will be carried out on your premises and during your normal business hours. HARMAN will give you ten (10) days’ written notice of the audit.

HARMAN will keep to HARMAN’s obligations in these contract terms relating to confidential business information gained during the audit.

HARMAN will carry out audits under this Section 4 in a way that avoids unreasonable inconvenience to your business. HARMAN will not carry out an audit more than once per calendar year unless HARMAN has good reason to believe that you may not have kept to these agreement terms.

#### **5. INDEMNIFICATION.**

You agree to hold HARMAN, on behalf of itself and Adobe, and its and their suppliers, harmless from any and all liabilities, losses, actions, damages or claims (including product liability, warranty and intellectual property claims, and all reasonable expenses, costs and attorneys fees) arising out of or relating to your distribution of all or any portion of the SDK or any Developer Application or your violation of any applicable laws, including but not limited to data privacy, import or export laws; provided that HARMAN reasonably cooperates with you, at your expense, in resolving any such claim.

## **6. DEVELOPMENT REQUIREMENTS, RESTRICTIONS AND PRIVACY.**

6.1 Development. You shall not create or distribute any software, including any Developer Application that interoperates with individual Runtime Components in a manner not documented by HARMAN. You shall not create or distribute any software, including any Developer Application that is designed to interoperate with an un-installed instance of the Runtime Software. You shall not create or distribute any Developer Application that runs without installation. You are not permitted to install or use the Build Tools or other portions of the SDK to develop software prohibited by this agreement. Failure to comply with this Section 6.1 is a breach of this agreement that immediately terminates all rights granted to you herein.

6.2 Other Prohibitions. You will not use the SDK to create, develop or use any program, software or service that (a) contains any viruses, Trojan horses, worms, time bombs, cancelbots or other computer programming routines that are intended to damage, detrimentally interfere with, surreptitiously intercept or expropriate any system, data or personal information, (b) when used in the manner in which it is intended or marketed, violates any law, statute, ordinance, regulation or rights (including any laws, regulations or rights respecting intellectual property, computer spyware, privacy, export control, unfair competition, antidiscrimination or advertising), or (c) interferes with the operability of HARMAN or Adobe or third-party programs or software.

6.3 MP3 Codec Use. You may not modify the runtime libraries or Build Tools. You may not access MP3 codecs within the runtime libraries other than through the published runtime APIs. Development, use or distribution of a Developer Application that operates on non-PC devices and that decodes MP3 data not contained within a SWF, FLV or other file format that contains more than MP3 data may require one or more third-party license(s).

6.4 Privacy. You will comply with all data protection and privacy laws and rules applicable to the personal information of your end users. You will conspicuously post a privacy policy that tells users what personal data you are going to use and how you will use, display, share, or transfer that data. In addition, you will include your privacy policy URL conspicuously in the Developer Application, and you must also include a link to your app's privacy policy in any app marketplace that provides you with the functionality to do so. Adobe provides information about common privacy issues at [http://www.adobe.com/go/air\\_developer\\_privacy](http://www.adobe.com/go/air_developer_privacy). The Runtime embedded within such Developer Applications will not send your end user information back to HARMAN.

The SDK and Build tools will send your information back to HARMAN in order to confirm your subscription to or payment of licensing fees, as well as to help HARMAN improve its products and services. Examples of some of the information that will be sent to HARMAN include the following: (a) operating system; (b) application ID; (c) packaging settings; (d) authoring tool; (e) SDK version; and/or (f) anonymised identifier unique to each machine on which you use the SDK.

## **7. INTELLECTUAL PROPERTY RIGHTS.**

The SDK and any copies that you are authorized by HARMAN to make are the intellectual property of and are owned by HARMAN and its licensors or suppliers. The structure, organization and code of the SDK provided to you in compiled or object code form are the valuable trade secrets and confidential information of HARMAN and its licensors or suppliers. The SDK is protected by copyright, including by United States Copyright Law, international treaty provisions and applicable laws in the country in which they are used. Except as expressly stated herein, this agreement does not grant you any intellectual property rights in the SDK and all rights not expressly granted are reserved by HARMAN.

## **8. REVERSE ENGINEERING.**

You will not reverse engineer, decompile, disassemble or otherwise attempt to discover the source code of all or any portion of the SDK provided to you in compiled or object code format except to the extent you may be expressly permitted to decompile under applicable law.

## **9. NON-BLOCKING OF HARMAN DEVELOPMENT.**

You acknowledge that HARMAN is currently developing or may develop technologies and products in the future that have or may have design and/or functionality similar to products that you may develop based on your license herein. Nothing in this agreement shall impair, limit or curtail HARMAN's right to continue with its development, maintenance and/or distribution of HARMAN's technology or products. You agree that you shall not assert in any way any patent owned by you arising out of or in connection with the SDK or modifications made thereto against HARMAN, its subsidiaries or affiliates, or their customers, direct or indirect, agents and contractors for the manufacture, use, import, licensing, offer for sale or sale of any HARMAN products.

## **10. PRE-RELEASE SDK ADDITIONAL TERMS.**

If the SDK or any of its components are pre-commercial release or beta software ("Pre-release Software"), then this section applies. The Pre-release Software is a pre-release version, does not represent final product from HARMAN, and may contain bugs, errors and other problems that could cause system or other failures and data loss. HARMAN may never commercially release the Pre-release Software. A Developer Application containing Pre-release Software may not be distributed under clause 3.3(i) and must only be used for internal development and evaluation purposes. You will return or destroy all copies of Pre-release Software upon request by HARMAN or upon HARMAN's commercial release of such Software. YOUR USE OF PRE-RELEASE SOFTWARE IS AT YOUR OWN RISK.

A Developer Application created using Pre-release Software may display pop-up notifications to an end user stating that it includes Pre-release Software, and HARMAN may add a time limit to the use of such Pre-release Software such that a Developer Application may only work within 3 months of the release date.

## **11. TERM AND TERMINATION.**

This agreement will commence upon the Effective Date and continue in perpetuity unless terminated as set forth herein. HARMAN may terminate this agreement immediately if you breach any of its terms.

You may terminate this agreement at any time by ceasing all use of the SDK and by destroying all copies of the SDK. No refunds will be provided for AIR SDK Fees that had already become due.

Sections 1, 2, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15 and 16 will survive any termination of this agreement.

Upon termination of this agreement, you will cease all use and distribution of the SDK and return to HARMAN or destroy (with written confirmation of destruction) the SDK promptly at HARMAN's request, together with any copies thereof.

## **12. EXPORT RULES.**

You acknowledge that the SDK is subject to the U.S. Export Administration Regulations (the “EAR”) and that you will comply with the EAR. You represent and warrant that you will not export or re-export the SDK, or any portion hereof, directly or indirectly, to: (a) any countries that are subject to US export restrictions (currently including, but not necessarily limited to, Cuba, Iran, North Korea, Sudan and Syria); (b) any end user who you know or have reason to know will utilize them in the design, development or production of nuclear, chemical or biological weapons, or rocket systems, space launch vehicles, and sounding rockets, or unmanned air vehicle systems; or (c) any end user who has been prohibited from participating in the US export transactions by any federal agency of the US government. In addition, you are responsible for complying with any local laws in your jurisdiction which may impact your right to import, export or use the SDK. You represent and warrant to HARMAN that the information you provide to HARMAN is true and accurate, and that the location(s) where you will import, use or access, directly or indirectly, the SDK is not subject to US or other relevant export restrictions.

## **13. NOTICE TO U.S. GOVERNMENT END USERS.**

For U.S. Government End Users, HARMAN agrees to comply with all applicable equal opportunity laws including, if appropriate, the provisions of Executive Order 11246, as amended, Section 402 of the Vietnam Era Veterans Readjustment Assistance Act of 1974 (38 USC 4212), and Section 503 of the Rehabilitation Act of 1973, as amended, and the regulations at 41 CFR Parts 60-1 through 60-60, 60-250, and 60-741. The affirmative action clause and regulations contained in the preceding sentence is incorporated by reference in this agreement.

## **14. TRADEMARK.**

“Adobe® AIR®” is a trademark of Adobe that may not be used by others except under a written license from Adobe. You may not incorporate the Adobe AIR trademark, or any other HARMAN or Adobe trademark, in whole or in part, in the title of your Developer Application or in your company name, domain name or the name of a service related to Adobe AIR. You may indicate the interoperability of your Developer Application with the Adobe AIR Runtime Software, if true, by stating, for example, “works with Adobe® AIR®” or “for Adobe® AIR®”. You may use the Adobe AIR trademark to refer to your Developer Application as an “Adobe® AIR® application” only as a statement that your Developer Application interoperates with the Adobe AIR Runtime Software.

“HARMAN” and the HARMAN logo are trademarks of HARMAN that may not be used by others except under a written license from HARMAN.

## **15. GOVERNING LAW.**

This agreement will be governed by and construed in accordance with the substantive laws in force in: (a) the State of California, if a license to the SDK is obtained when you are in the United States, Canada or Mexico; or (b) Japan, if a license to the is obtained when you are in Japan, China, Korea or other Southeast Asian country where all official languages are written in either an ideographic script (e.g., Hanzi, Kanji, or Hanja), and/or other script based upon or similar in structure to an ideographic script, such as hangul or kana; or (c) England, if a license to the SDK is obtained when you are in any jurisdiction not described above. The respective courts of Santa Clara County, California when California

law applies, Tokyo District Court in Japan, when Japanese law applies, and the competent courts of London, England, when the law of England applies, shall each have non- exclusive jurisdiction over all disputes relating to this agreement. This agreement will not be governed by the conflict of law rules of any jurisdiction or the United Nations Convention on Contracts for the International Sale of Goods, the application of which is expressly excluded.

#### **16. GENERAL PROVISIONS.**

If any part of this agreement is found void and unenforceable, it will not affect the validity of the balance of this agreement, which will remain valid and enforceable according to its terms. Updates may be licensed to you by HARMAN with additional or different terms. The use of “includes” or “including” in this agreement shall mean “including without limitation.” This is the entire agreement between HARMAN and you relating to the SDK and it supersedes any prior representations, discussions, undertakings, communications or advertising relating to the SDK.

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