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ADOBE® AIR® SDK

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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 Wipro 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.

"Wipro" means Wipro Connected Services, Inc., formerly known as HARMAN Connected Services, Inc., a Delaware corporation with principal offices at 2277 158th Court NE, Building B, Bellevue, WA 98008, USA. For the purposes of this agreement, another Wipro 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 various 'runtimes' subfolders, the 'lib/aot/lib' folder, and the 'lib/android/lib' folder, 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 Wipro 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, Wipro 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 Wipro 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; 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 Wipro or Adobe or (ii) use Wipro's or Adobe's name or trademarks to market any Developer Application or other software without written permission from the trademark owner. Neither Wipro 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 Wipro in accordance to the latest pricing published on Wipro'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 Wipro any fee then you acknowledge that your Developer Application will be subjected to a splash screen showing Wipro/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 Wipro or Wipro's independent audit firm the right to carry out an audit of your relevant records should Wipro 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. Wipro will give you ten (10) days' written notice of the audit.

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

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

5. INDEMNIFICATION.

You agree to hold Wipro, 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 Wipro 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 Wipro. 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 Wipro 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. The Runtime embedded within such Developer Applications will not send your end user information back to Wipro.

The SDK and Build tools will send your information back to Wipro in order to confirm your subscription to or payment of licensing fees, as well as to help Wipro improve its products and services. Examples of some of the information that will be sent to Wipro include the following: (a) operating system; (b) application ID; (c) packaging settings; (d) authoring tool; (e) SDK version; (f) developer ID assigned to the license; (g) language and locale of the operating system; and/or (h) 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 Wipro to make are the intellectual property of and are owned by Wipro 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 Wipro 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 Wipro.

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 WIPRO DEVELOPMENT.

You acknowledge that Wipro 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 Wipro's right to continue with its development, maintenance and/or distribution of Wipro'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 Wipro, 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 Wipro 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 Wipro, and may contain bugs, errors and other problems that could cause system or other failures and data loss. Wipro 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 Wipro or upon Wipro'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 Wipro 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. Wipro 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 Wipro or destroy (with written confirmation of destruction) the SDK promptly at Wipro'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 Wipro that the information you provide to Wipro 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, Wipro 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.

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15. GOVERNING LAW.

This agreement will be governed by and construed in accordance with the substantive laws in force in the State of California, USA. The court of Santa Clara County, California shall 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 Wipro 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 Wipro 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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