ADOBE SOFTWARE DEVELOPMENT KIT LICENSE AGREEMENT

Effective Date: first date you select “I Agree” or use the SDK

Last Updated: 13 March 2013

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8. TERM; TERMINATION

This agreement will commence on the Effective Date and will continue unless terminated. Adobe may terminate this agreement immediately upon notice to you, and without judicial intervention, if you fail to comply with any term of its terms. You may terminate this agreement at any time by discontinuing all your use(s) of the SDK and you agree to destroying or removing all full and partial copies of the SDK from your computer. If requested by Adobe, you must demonstrate proof of your compliance with the terms of this Section. In the event of termination, the terms of this agreement that, by their nature, are meant to survive termination, including all terms relating to viral open source software and services, ownership, confidential information, indemnity obligations and procedures, disclaimers of warranty, limitations on and exclusions of remedies and damages, dispute resolution, and waiver, will survive termination of this agreement.

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You expressly understand and agree that, to the maximum extent permitted by applicable law:

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9.2 Adobe’s total liability in any matter arising out of or related to these terms is limited to US $100 or the
aggregate amount that you paid for use of the SDK during the 12 months prior to the event giving rise to the damages, whichever is larger. This limitation will apply even if Adobe has been advised of the possibility of such damages and regardless of any failure of the essential purpose of any limited remedy.

10. INDEMNIFICATION

To the maximum extent permitted by law, you agree to indemnify Adobe, its subsidiaries, affiliates, officers, agents, employees, partners, licensors, or suppliers from any claim or demand, including reasonable attorneys’ fees, that arise from the use and distribution of your Developer Products that contain or are based upon any portion of the SDK, or from your violation of the terms of this agreement.

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11.1 Choice of Law. If you are a resident of North America (or if your organization is headquartered in North America), your relationship is with Adobe Systems Incorporated, a United States company, and the SDK is governed by the law of California, U.S.A. If you reside outside of North America, your relationship is with Adobe Systems Software Ireland Limited, and the SDK is governed by the law of Ireland.

11.2 Venue. You agree that any claim or dispute you may have against Adobe must be resolved by a court located in Santa Clara County, California, United States of America. You agree to submit to the personal jurisdiction of the courts located in Santa Clara County, California, United States of America when the laws of California apply, and the courts of Dublin, Ireland, when the laws of Ireland applies, for the purpose of litigating such claims or disputes. The parties specifically disclaim the U.N. Convention on Contracts for the International Sale of Goods.

11.3 Injunctive Relief. Notwithstanding the foregoing, in the event of your or others’ unauthorized access to or use of the SDK in violation of this Agreement, you agree that Adobe is entitled to apply for injunctive remedies (or an equivalent type of urgent legal relief) in any jurisdiction.

12. EXPORT RULES

The SDK and your use of the SDK are subject to U.S. and international laws, restrictions, and regulations that may govern the import, export, and use of the SDK. You agree to comply with all such laws, restrictions, and regulations.

13. NOTICE TO U.S. GOVERNMENT END USERS

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14.1 Severability. If it turns out that a particular term is not enforceable, the unenforceability of that term will not affect any other terms.

14.2 Modification; Waiver. No provision of this agreement will be deemed to have been modified or waived by any act or acquiescence on the part of Adobe, its agents, or employees, but only by any instrument in writing, signed by an authorized officer of Adobe.

14.3 English Version. The English language version of this agreement will be the version used when interpreting or construing its terms.

14.4 Entire Agreement. This Agreement is the entire agreement, superseding any prior written or oral agreements, between you and Adobe relating to the SDK.