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SDK LICENSE AGREEMENT  
ADOBE® AIR® 2 SDK**

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“**Build Tools**” means build files, compilers, runtime libraries (but not the complete Runtime Software) and other tools not included in the separate PFI Build Tools 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 5.1, and that either (a) interoperates with the Runtime Software or (b) is an application produced for the iPhone from the PFI Build Tools, if the version of the SDK provided to you in connection with this agreement includes such files.

“**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.

“**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 lib/aot/lib folder, if included with the version of the SDK provided to you in connection with this agreement.

“**PFI Build Tools**” means build files, compilers, runtime libraries (but not the complete Runtime Software) related to and including pfi, pfi.bat and pfi.jar (if such files are 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 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 Adobe.

“**SDK**” means the Build Tools, PFI 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, Adobe grants you the non-exclusive, non-transferable right to use the SDK in accordance with the Documentation as follows:

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You agree to hold Adobe 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; provided that Adobe cooperates with you, at your expense, in resolving any such claim.

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**5.2 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 Adobe or third-party programs or software.

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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.

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This agreement will commence upon the Effective Date and continue in perpetuity unless terminated as set forth herein. Adobe may terminate this agreement immediately if you breach any of its terms. Sections 1, 2, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14 and 15 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 Adobe or destroy (with written confirmation of destruction) the SDK promptly at Adobe's request, together with any copies thereof.

#### **11. 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 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.

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

For U.S. Government End Users, Adobe 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.

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#### **14. GOVERNING LAW.**

If you are a consumer who uses the SDK for only personal non-business purposes, then this agreement will be governed by the laws of the state in which you purchased the license to use the SDK. If you are not such a consumer, 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.

#### **15. 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 Adobe 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 Adobe and you relating to the SDK and it supersedes any prior representations, discussions, undertakings, communications or advertising relating to the SDK.