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**SDK LICENSE AGREEMENT**  
**ADOBE® AIR® 2 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 Adobe 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.

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“**Build Tools**” means build files, compilers, runtime libraries (but not the complete Runtime Software), and other tools accompanying this agreement, including, for example, the contents of the bin, lib, and runtime directories, adl.exe, adl.bat, adt.jar, and pfi.jar (if such file is included with the version of the SDK provided to you in connection with this agreement).

“**Developer Application**” means your application software that complies with the requirements of this agreement, including Section 5.1, and that either (i) interoperates with the Runtime Software or (ii) is an application produced for the iPhone from the pfi.jar file, if the version of the SDK provided to you in connection with this agreement includes such file.

“**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.

“**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, 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.”

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(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 (A) 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.

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(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 Adobe or (ii) use Adobe’s name or trademarks to market any Developer Application or other software without written permission from Adobe. Adobe is not responsible to you or any other party for any software update or support or other liability that may arise from your distribution.

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## 5. DEVELOPMENT REQUIREMENTS AND RESTRICTIONS.

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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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**8. NON-BLOCKING OF ADOBE DEVELOPMENT.** You acknowledge that Adobe 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 Adobe's right to continue with its development, maintenance and/or distribution of Adobe'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 Adobe, 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 Adobe products.

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**10. 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: (1) any countries that are subject to US export restrictions (currently including, but not necessarily limited to, Cuba, Iran, North Korea, Sudan, and Syria); (2) 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 (3) 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.

**11. 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.

**12. 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 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

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13. **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.

14. **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.