

QUALCOMM CONNECTED EXPERIENCES, INC.
LICENSE AGREEMENT
FOR
ALLJOYN™
SOFTWARE DEVELOPMENT KIT

THIS LICENSE AGREEMENT FOR ALLJOYN SOFTWARE DEVELOPMENT KIT (THIS "AGREEMENT" or THIS "Agreement") IS A LEGALLY BINDING AGREEMENT BETWEEN QUALCOMM CONNECTED EXPERIENCES, INC. ("QCE") AND THE LEGAL ENTITY YOU REPRESENT ("YOU" OR "You" AND "YOUR" OR "Your"). IF YOU USE OR ARE SEEKING TO USE THE SOFTWARE IN CONNECTION WITH ANY WORK OR UNDERTAKING YOU ARE DOING FOR A BUSINESS, COMPANY OR CORPORATE ENTITY ("COMPANY"), WHETHER AS AN EMPLOYEE OR CONTRACTOR, THE TERMS "YOU" AND "You" INCLUDE, AND THE TERMS AND CONDITIONS HEREOF ARE BINDING ON, BOTH YOU AS AN INDIVIDUAL AS WELL AS SUCH COMPANY. IN ADDITION, YOU REPRESENT AND WARRANT THAT YOU HAVE THE AUTHORITY TO BIND SUCH COMPANY, AND THAT SUCH COMPANY HAS AUTHORIZED YOU TO ACCEPT THE TERMS OF THIS AGREEMENT ON ITS BEHALF.

QCE IS WILLING TO LICENSE THE SOFTWARE AND DOCUMENTATION DESCRIBED HEREIN OR THAT ACCOMPANIED THIS AGREEMENT (THE "SOFTWARE" OR THE "Software") TO YOU ONLY ON THE CONDITION THAT YOU ACCEPT AND AGREE TO ALL OF THE TERMS AND CONDITIONS IN THIS AGREEMENT. BY CLICKING ON THE "I ACCEPT" BUTTON BELOW YOU ACKNOWLEDGE AND AGREE, THAT YOU HAVE READ THIS AGREEMENT, UNDERSTAND IT AND AGREE TO BE BOUND BY ITS TERMS AND CONDITIONS. IF YOU DO NOT AGREE TO THESE TERMS AND CONDITIONS, QCE IS UNWILLING TO AND DOES NOT AND WILL NOT LICENSE THE SOFTWARE OR PROVIDE THE DOCUMENTATION TO YOU. IF YOU DO NOT AGREE TO THESE TERMS AND CONDITIONS YOU MAY NOT COMMENCE ANY INSTALLATION PROCESS AND YOU SHALL NOT USE THE SOFTWARE OR RETAIN ANY COPIES OF THE SOFTWARE OR DOCUMENTATION, EVEN IF YOU HAVE IN ANY MANNER COME INTO POSSESSION THEREOF. ANY USE OR POSSESSION OF THE SOFTWARE AND/OR DOCUMENTATION BY YOU IS SUBJECT TO THE TERMS AND CONDITIONS SET FORTH IN THIS AGREEMENT.

1. LICENSE GRANT.

1.1 License to Software other than Sample Code. As more particularly described in the documentation provided hereunder and/or that is provided with or for the Software (the "**Documentation**"), the Software is intended for use as a development tool and software component to enable the development and testing of AllJoyn-functionality in Your applications (the "**Permitted Use**"). Subject to and conditioned upon compliance with the terms and conditions of this Agreement, including the limitations, conditions, restrictions and obligations set forth below, QCE hereby grants to You a personal, non-exclusive, non-sublicensable (except as expressly provided in Section 1.5 (Limited Sublicense Rights) non-transferable, revocable, limited copyright license, during the term of this Agreement, to (i) download, install and use the Software (other than Sample Code) in object code form solely for the Permitted Use, (ii) download, install, use and distribute in object code only the AllJoyn Software Development Kit binary files solely as such binary files are integrated into and used by each software application that You develop for the Permitted Use in accordance with the Documentation and the terms of this Agreement. You may not use the Software and may not accept this Agreement if you are a person barred from receiving the Software under the laws of the United States or any other country including the country in which you are resident or in which you use the Software. In addition to any additional software that QCE provides pursuant to Section 1.6 (Additional Software), the Software licensed hereunder may include the following:

AllJoyn Software Development Kit

- AllJoyn Software Development Kit binary file(s) and header file(s) (redistributable as permitted above);
- Sample Code; and
- Contents May Vary for Platform Specific Versions

1.2 Documentation. Subject to the terms and conditions of this Agreement, including the limitations, conditions, restrictions and obligations set forth below, You may reproduce and use a reasonable number of copies of the Documentation on an internal basis only, and solely in support of Your Permitted Use of the Software. Distribution of the Documentation is prohibited without the express written permission of QCE.

1.3 Third Party Licenses. The Software may contain third party programs, including but not limited to software licensed under open source terms. The license terms associated with those programs apply to your use of them, and in some instances such programs cannot be used or further distributed without a license from the respective owner of such programs. You shall be solely responsible to (i) obtain, if necessary, a separate and independent license from such owner with respect to any such use and (ii) include all applicable license terms and notices in Your application for third party programs contained in the Software that are distributed as part of Your application. The delivery of the Software does not convey a license, nor imply any rights, to use third party programs. A separate and independent license for such use may be required and You shall be solely responsible to verify whether such license is needed in conjunction with your use of such third party programs.

1.4 License to Sample Code. QCE may, in its sole discretion, provide certain Sample Code that is part of the Software in human readable (source code) form. In some cases, the Sample Code may be delivered to You separately from the other Software, but whether provided separately or together with the other Software, if (and only if) QCE provides such Sample Code in source code form to You, then subject to and conditioned upon compliance with the terms and conditions of this Agreement, including the limitations, conditions, restrictions and obligations set forth below, QCE hereby grants to You a personal, non-sublicensable, non-transferable, non-exclusive, revocable, limited copyright license, during the term of this Agreement, solely for the purpose of developing applications implementing AllJoyn, to modify the Sample Code, compile into object code the Sample Code and Your modifications thereto, and reproduce and distribute such compiled object code as part of the software applications that You develop, in each case strictly in accordance with the Documentation and the Permitted Use. You will inform any third parties that are to receive such software applications that contain any Sample Code or Your modifications thereto that the delivery of such software applications will not convey or otherwise provide any rights under patents of QUALCOMM Incorporated or any of its affiliates.

1.5 Limited Sublicense Rights. Subject to and conditioned upon compliance with the terms and conditions of this Agreement, including the limitations, conditions, restrictions and obligations set forth below, QCE hereby grants to You a personal, non-exclusive, non-sublicensable, non-transferable, revocable, limited copyright license, during the term of this Agreement to sublicense the AllJoyn Software Development Kit binary files and/or Sample Code, solely as an integral part of Your software application and solely to licensed recipients of Your software application, subject to the following additional requirements: (a) Your AllJoyn-enabled software application(s) must add significant functionality to the AllJoyn Software Development Kit binary files and Sample Code, as applicable, and You shall not distribute the AllJoyn Software Development Kit binary files and/or Sample Code except as fully integrated into your application(s), (b) Your sublicense must be no less protective of the Software and the rights and interests of QCE and its affiliates than are the terms of this Agreement, (c) You shall not make any representations, warranties, or undertake (or attempt to undertake) any obligations on behalf of QCE or its affiliates, and You shall ensure that QCE and its affiliates shall have no liability to Your sublicensees.

1.6 Additional Software. QCE hereby reserves the right to provide or otherwise make available, at its discretion, additional software to You from time to time. Any additional software or

documentation that QCE provides to You by express reference to this Agreement will be considered to be part of the Software or Documentation, as the case may be, and subject to all terms and conditions of this Agreement. By accepting, possessing or using such additional software or documentation, You agree that the terms of this Agreement will apply thereto.

1.7 Pre-commercial Software Releases. If any of the Software provided to You under this Agreement is designated by QCE as a pre-commercial release (indicated by terms such as “alpha,” “beta,” “trial,” “draft” or “evaluation”) then in lieu of the licenses granted to You above, but subject to any other executed agreement that You may have for the Software which grants additional or different rights or imposes additional or different restrictions, You shall only have the right under this Agreement to download and install the Software on a reasonable number of workstations for the internal and non-commercial evaluation of the Software. You acknowledge that the Software is a prerelease or experimental version and may not be at the level of performance and compatibility of a final product. The Software may not operate correctly and may be substantially modified prior to first commercial shipment, or may be withdrawn completely. You will not do any significant development or testing using the Software, and any development You undertake is at Your sole risk, with the understanding that the Software may never be issued for commercial use. You shall not commercialize, distribute, publicly perform or publicly display any applications developed by You using the Software or any component thereof. If You desire other rights (such as the right to develop commercial products using the Software) You must use a commercial release of the Software. The use license granted in this section expires when the Software is made available under full commercial terms which You accept.

1.8 Bug Reports. You are encouraged to report to QCE all bugs you experience or encounter with the Software and You agree that QCE shall have the right to use, without attribution or compensation to You, all feedback (of any nature) which QCE receives or otherwise obtains from You, in any form, to improve, enhance or modify the Software, the Documentation or otherwise.

2. RESTRICTIONS.

2.1 Retention of Rights. As between You and QCE, QCE and its affiliates and licensors hereby retain all right, title, and interests in and to the Software, including without limitation all copyrights, patent rights, trademark rights and all other intellectual property rights therein or related thereto. Subject to ownership rights of QCE, its affiliates and licensors in and to the Software, You shall retain the copyright rights in and to any modifications to the source code portions of the Software that are made by You as permitted by this Agreement. This Agreement does not convey or otherwise provide to You title or any ownership rights or interests in or to any intellectual property rights of QCE or any of its affiliates, including but not limited to (1) those incorporated in the Software or any component of the Software, or (2) any patents, patent applications, works of authorship, trade secrets, know-how, ideas, or any other subject matter protectable under intellectual property rights laws of any jurisdiction, of QUALCOMM Incorporated or any of its affiliates (including, but not limited to, QCE). As between You and QCE, QCE is the sole and exclusive owner of and retains all right, title and interest in and to all QCE software, including, without limitation, the items set forth in (1) and (2) above and all intellectual property rights in each of the foregoing. Any rights not expressly granted to You in this Agreement are reserved by QCE, its affiliates and their respective licensors. Without limiting the generality of the foregoing, neither the delivery of any Software, hardware, documentation or other materials to You or any third party, nor any other provision of this Agreement (including, without limitation, any rights or licenses granted by QCE in this Agreement) will be deemed or construed to grant to You or any third party, whether expressly, by implication or by way of estoppel or otherwise, any right or license (and no authority to infringe, or immunity from infringement liability, will be deemed to arise or exist as a matter of law) under (i) any patents of QUALCOMM Incorporated or any of its affiliates, (ii) any intellectual property rights of QUALCOMM Incorporated or its affiliates covering or relating to any product or invention other than the Software, or (iii) any combination of the Software with any other product or invention. Any rights not expressly granted to You herein are hereby reserved by QCE. In addition, You acknowledge and agree, on behalf of Yourself and Your affiliates, that (a) this Agreement does not modify or abrogate any obligations that You or any of Your affiliates has under any license or other agreement with QUALCOMM Incorporated, including without limitation any obligation to pay any royalties, and (b) neither You nor any

of Your affiliates will contend that it has obtained any right, license, or immunity from suit with respect to any patents of QUALCOMM Incorporated or its affiliates under or as a result of this Agreement (whether expressly, impliedly, by virtue of estoppel or exhaustion, or otherwise).

2.2 Use Restrictions. Except as expressly provided in Section 1 (License Grant) above, You may make a single copy the Software only for backup purposes, provided that You reproduce all copyright and other proprietary notices that are on the original copy of the Software. You shall not incorporate, link, distribute or use any third party software or code in conjunction with (i) the Software (ii) any software, products, documentation, content or other materials developed using the Software, nor (iii) any derivative works that You make using the source code portions of the Software (if any), in such a way that: (a) creates, purports to create or has the potential to create, obligations with respect to the Software or other QCE software, including without limitation the distribution or disclosure of any source code; or (b) grants, purports to grant, or has the potential to grant to any third party any rights to or immunities under any intellectual property rights or proprietary rights of QCE or its affiliates, including without limitation as such rights exist in or relate to the Software. Without limiting the generality of the foregoing, You shall not incorporate, link, distribute or use (1) the Software or any other software provided by QCE, (2) any software, products, documentation, content or other materials developed using the Software, nor (3) any derivative works that You make using the source code portions of the Software (if any), with any code or software licensed under any version of the GNU General Public License (“**GPL**”), Affero General Public License (“**AGPL**”), Lesser General Public License (“**LGPL**”), European Union Public License (“**EUPL**”), Apple Public Source License (“**APSL**”), Common Development and Distribution License (“**CDDL**”), IBM Public License (“**IPL**”), Eclipse Public License (“**EPL**”), Mozilla Public License (“**MPL**”), or any other open source license, in any manner that could cause or could be interpreted or asserted to cause the Software or other QCE software (or any modifications thereto) to become subject to the terms of the GPL, AGPL, LGPL, EUPL, APSL, CDDL, IPL, EPL, MPL, or such other open source license. You, and each party receiving Software or any copies thereof from You, shall not receive any rights to use such Software or copies thereof in a manner that will cause any patents, copyrights or other intellectual property rights which are owned or controlled by QCE or any of its affiliates (or for which QCE or any of its affiliates has received license rights) to become subject to any encumbrance or terms and conditions of any third party or open source license (including, without limitation, any open source license listed on <http://www.opensource.org/licenses/alphabetical>) (each an “**Open Source License**”). These restrictions, limitations, exclusions and conditions shall apply even if QCE or any of its affiliates becomes aware of or fails to act in a manner to address any violation or failure to comply therewith. Also, no act by QCE or any of its affiliates that is undertaken under this Agreement as to any software or technology shall be construed as being inconsistent with the intent not to cause any patents, copyrights or other intellectual property rights which are owned or controlled by QCE or any of its affiliates (or for which QCE or any of its affiliates has received license rights) to become subject to any encumbrance or terms and conditions of any Open Source License.

2.3 Additional Restrictions. You will not: (i) reverse engineer, disassemble, decompile, or translate the Software, or otherwise attempt to derive the source code version of the Software, except if and only to the extent expressly permitted by applicable law; (ii) use the Software and/or Documentation or any portion thereof to create or develop any developer tools (including without limitation plug-ins and middleware) or any software other than end-user targeted software applications; (iii) make more copies of the Software and/or Documentation than specified in this Agreement or allowed by applicable law, despite this limitation; (iv) transfer or assign this Agreement or any of the rights, duties or obligations hereunder (note however that You may transfer and assign Your software applications that You develop in accordance with the Documentation and the Permitted Use, provided that, You provide a copy of this Agreement and secure the binding agreement of the transferee/assignee that the terms and conditions of this Agreement shall continue to fully apply and bind You as well as the transferee/assignee with respect to such transferred application(s)); (v) except as expressly permitted hereby, rent, lease, loan or otherwise in any manner provide or distribute the Software and/or Documentation or any copy thereof to any third party; or (vi) except as expressly permitted under Section 1 (License Grant), reproduce, distribute, publicly perform, publicly display or create derivative works of or based on the Software and/or Documentation, or disclose, provide or otherwise transfer, in any manner, to any third party the Software (except as expressly permitted for the Sample Code), Documentation or any portion thereof. You will not

include in your applications any malware malicious or harmful code, program or other internal component (e.g., computer viruses, Trojan horses, "backdoors" etc.) that could damage, destroy or adversely affect other software, firmware, hardware, data, systems, services or networks. You shall not use the Software and/or Documentation to create or develop any software application that invades, violates or infringes the copyrights, patent rights, trade secrets, trademark or service mark rights, privacy, publicity, or any other rights of any person or entity. In addition, You agree not to design or develop any software application that you create or develop based on the use of the Software in a manner so as to, or with the objective to, damage any wireless device, computer, network, or any feature or function of a wireless device, computer or network based on the use of such application. You represent and warrant that you have obtained all necessary permission and licenses from all holders of intellectual property rights, if any, in material or code appearing, used or recorded in any software application that you create or develop with the Software and/or Documentation. The license to the Software and Documentation granted to You hereunder is solely for the Permitted Use expressly set forth in Section 1 (License Grant) and the Software and Documentation shall not be used for any other purpose or use.

3. CONFIDENTIALITY; NO SUPPORT. You hereby acknowledge and agree that the Software, along with certain Documentation and related information that are so marked, are confidential and proprietary to QCE. Except as expressly permitted in this Agreement, You shall not disclose, or permit the disclosure of, the Software and/or confidential Documentation in any form or any information relating to the Software and/or Documentation (including without limitation the results of use or testing) to any third party without QCE's prior written permission; provided that, you may otherwise generally make mention of and discuss the Software with others. Notwithstanding the foregoing, You shall not discuss or otherwise disclose any information about a pre-commercial release of the Software including without limitation any application You have developed using a pre-commercial release of the Software. You further acknowledge and agree that any unauthorized use or disclosure of the Software, confidential Documentation and/or such information may cause irreparable harm and significant injury to QCE that would be difficult to ascertain or quantify; accordingly You agree that QCE shall have the right to seek and obtain injunctive or other equitable relief to enforce the terms of this Agreement and without limiting any other rights or remedies that QCE may have. Also, You acknowledge and agree that the Software and Documentation is provided "AS IS," that QCE is under no obligation to provide any form of technical support for the Software and/or Documentation, and that if QCE, in its sole discretion, chooses to provide any form of support or information relating to the Software and/or Documentation, such support and information shall be deemed confidential and proprietary to QCE and protected in accordance with this Section 3 unless otherwise specified in writing.

4. DISCLAIMER OF WARRANTIES. YOU EXPRESSLY ACKNOWLEDGE AND AGREE THAT THE USE OF THE SOFTWARE AND DOCUMENTATION IS AT YOUR SOLE RISK. THE SOFTWARE, DOCUMENTATION AND TECHNICAL SUPPORT, IF ANY, ARE PROVIDED "AS IS" AND WITHOUT ANY WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE. TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW, QCE AND ITS AFFILIATES AND LICENSOR(S) (FOR THE EASE OF REFERENCE IN SECTIONS 4, 5, AND 6, QCE AND ITS AFFILIATES AND LICENSOR(S) SHALL BE COLLECTIVELY REFERRED TO AS QCE) EXPRESSLY DISCLAIM ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NONINFRINGEMENT. QCE DOES NOT REPRESENT OR WARRANT THAT THE FUNCTIONS CONTAINED IN THE SOFTWARE WILL MEET YOUR REQUIREMENTS, OR THAT THE OPERATION OF THE SOFTWARE WILL BE UNINTERRUPTED OR ERROR-FREE, OR THAT THE SOFTWARE OR ANY SERVICE ENABLED BY THE USE OF THE SOFTWARE WILL ALWAYS BE AVAILABLE, OR THAT DEFECTS IN THE SOFTWARE OR DOCUMENTATION WILL BE CORRECTED. FURTHERMORE, QCE DOES NOT WARRANT OR MAKE ANY REPRESENTATIONS REGARDING THE USE, OR THE RESULTS OF THE USE, OF THE SOFTWARE OR DOCUMENTATION IN TERMS OF ITS CORRECTNESS, ACCURACY, RELIABILITY, OR OTHERWISE. NO ORAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY QCE OR ITS AUTHORIZED REPRESENTATIVES SHALL CREATE ANY REPRESENTATION OR WARRANTY OR

IN ANY WAY INCREASE THE SCOPE OF ANY EXPRESS WARRANTY. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES, SO THE ABOVE EXCLUSION MAY NOT APPLY OR MAY BE LIMITED.

5. LIMITATION OF LIABILITY. TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW, UNDER NO CIRCUMSTANCES, INCLUDING WITHOUT LIMITATION NEGLIGENCE, SHALL QCE, ITS AFFILIATES OR ANY OF THEIR RESPECTIVE DIRECTORS, OFFICERS, EMPLOYEES OR AGENTS BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, EXEMPLARY OR CONSEQUENTIAL DAMAGES (INCLUDING BUT NOT LIMITED TO ANY DAMAGES FOR LOSS OF BUSINESS PROFITS, BUSINESS INTERRUPTION, LOSS OF BUSINESS INFORMATION AND THE LIKE) ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR ANY DOWNLOAD, INSTALLATION OR USE OF, OR INABILITY TO USE, THE SOFTWARE AND/OR DOCUMENTATION, EVEN IF QCE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY OR MAY BE LIMITED. QCE HAS NO OBLIGATION TO DEFEND, INDEMNIFY OR HOLD YOU HARMLESS UNDER THIS AGREEMENT. IN NO EVENT SHALL QCE'S TOTAL AGGREGATE LIABILITY FOR ANY AND ALL DAMAGES, LOSSES, CLAIMS AND CAUSES OF ACTIONS (WHETHER IN CONTRACT, TORT, INCLUDING NEGLIGENCE OR OTHERWISE) EXCEED ONE HUNDRED U.S. DOLLARS (US\$100) OR THE EQUIVALENT THEREOF IN ANY OTHER CURRENCY.

6. INDEMNITY. If an application is written by You using any component of the Software and such application is used, distributed, or otherwise deployed, then You agree to indemnify and hold QCE, its affiliates and each of their respective officers, directors, employees and successors and assigns (each, a “**QCE Indemnitee**”) harmless from and against any and all claims, demands, causes of action, losses, liabilities, damages, costs and expenses, incurred or otherwise suffered by each QCE Indemnitee (including but not limited to costs of defense, investigation and reasonable attorney's fees) arising out of, resulting from or related to (i) any use, reproduction or distribution of the Software, as modified or integrated by You, which causes an infringement of any patent, copyright, trademark, trade secret, or other intellectual property right of any third parties arising in any jurisdiction anywhere in the world, except and solely to the extent such infringement is caused by the unmodified Software, or portions thereof, as supplied to You by QCE under this Agreement, (ii) the download, distribution, installation, storage, execution, use or transfer of any software, products, documentation, service, content, materials or derivative works by any person or entity except and solely to the extent such infringement is caused by the unmodified Software, or portions thereof, as supplied to You by QCE under this Agreement, and/or (iii) any breach of this Agreement by You. If and as requested by QCE, You agree to defend each QCE Indemnitee in connection with any third party claims, demands, or causes of action resulting from, arising out of or in connection with any of the foregoing.

7. TERM AND TERMINATION. This Agreement shall be effective upon acceptance by You and shall continue until terminated. You may terminate the Agreement at any time by deleting and destroying all copies of the Software and all related information in Your possession or control, provided that you also inform QCE in writing at that time of such termination. This Agreement terminates immediately and automatically, with or without notice, if You fail to comply with any provision hereof. Additionally, QCE may at any time terminate this Agreement, either with or without cause, upon notice to You. Upon termination You must delete or destroy all copies of the Software and Documentation in Your possession, and the license and other rights granted to You in this Agreement shall terminate. Sections 2 through 14 shall survive the termination of this Agreement.

8. EXPORT COMPLIANCE ASSURANCES. You acknowledge that all hardware, software, source code and technology (collectively, “**Products**”) obtained from QCE are subject to the US government export control and economic sanctions laws, including the Export Administration Regulations (“EAR”, 15 CFR 730 et seq., <http://www.bis.doc.gov/>) administered by the Department of Commerce, Bureau of Industry and Security, and the Foreign Asset Control Regulations (31 CFR 500 et seq., <http://www.treas.gov/offices/enforcement/ofac/>) administered by the Department of Treasury, Office of Foreign Assets Control (“OFAC”). You assure that You, Your subsidiaries and affiliates will not directly or

indirectly export, re-export, transfer or release (collectively, "export") any Products or direct product thereof to any destination, person, entity or end use prohibited or restricted under US law without prior US government authorization to the extent required by regulation. The US government maintains embargoes and sanctions against the countries listed in Country Groups E:1/2 of the EAR (Supplement 1 to part 740), currently Cuba, Iran, North Korea, Sudan and Syria but any amendments to these lists shall apply. You agree not to directly or indirectly employ any Product received from QCE in missile technology, sensitive nuclear or chemical biological weapons activities, or in any manner knowingly transfer any Product to any party for any such end use. You shall not export Products listed in Supplement 2 to part 744 of the EAR for military end-uses, as defined in part 744.21, to the People's Republic of China. You shall not transfer any Product to any party listed on any of the denied parties lists or specially designated nationals lists maintained under said regulations without appropriate US government authorization to the extent required by regulation. You acknowledge that other countries may have trade laws pertaining to import, use, export or distribution of Products, and that compliance with same is Your responsibility.

9. GOVERNMENT END USERS. If You are acting on behalf of an agency or instrumentality of the U.S. government, the Software and Documentation, as applicable, are "commercial computer software" and "commercial computer software documentation" developed exclusively at private expense by QCE. Pursuant to FAR 12.212 or DFARS 227 7202 and their successors, as applicable, use, reproduction and disclosure of the Software is governed by the terms of this Agreement.

10. NO USE OF NAME AND LOGO. You shall not display or make any use of QCE's or its affiliates' names, marks or logos in connection with your application without the prior written approval of QCE, except that you may, or may be required to, make use of the specific AllJoyn logos delivered with the AllJoyn Software Development Kit and those available for download from QCE or its affiliate's product websites (if any), provided such use is in strict accordance with this Agreement, the Documentation, all usage guidelines, and any additional license terms or conditions provided to you by QCE or its affiliates. Any use of such logos that does not fully comply with the foregoing is prohibited. QCE may, at its sole discretion, provide additional promotional and/or marketing opportunities with respect to such of your applications using any component of the Software. You agree that QCE and its affiliates may include and mention Your name (or Company's name), your interest in deploying AllJoyn-related products, and the graphical assets, screenshots, logos, trademarks and other digital assets (the "**Graphical Assets**") that You use with your application or otherwise associate with or access through your application, on QCE or other AllJoyn-related website(s), in discussions with others interested in deploying AllJoyn-related products, and/or as part of AllJoyn-related marketing.

11. DEMONSTRATION OF YOUR APPLICATIONS BY QCE. If a software application is written by You or on Your behalf using any component of the Software and such application is made available for download, distribution or otherwise, then from and as of such date as you submit such application for, or otherwise permit or enable, such download, distribution or other availability, You hereby grant QCE and its affiliates a world-wide, assignable, non-exclusive, fully paid-up and royalty-free, perpetual right and license to use, reproduce, distribute, publicly display and publicly perform, in each case for promotional and/or demonstration purposes, each such application and accompanying documentation, hardware, related services or content and Graphical Assets. Any such use by QCE or its affiliates under the above terms shall be subject to payment of any applicable standard download, subscription or use fees otherwise generally applicable to the application when accessed by the general public, but otherwise any agreement, terms or conditions for such application shall be superseded by this section, and shall be inapplicable to the promotional and/or demonstration of the application(s) as described above. You may terminate the license you grant in this Section 11 with respect to new promotions and/or demonstrations on not less than thirty (30) days' prior written notice to QCE, provided that such notice references this Agreement, clearly identifies the affected application(s), and states that You wish to terminate the license granted under this Section 11 with respect to such applications; provided, however, that QCE and its affiliates shall not have to discontinue exercise of the license with respect to pre-existing promotions and/or demonstrations, subject to continued compliance with the other provisions of the license granted in this Section 11.

12. ENTIRE AGREEMENT; AMENDMENT; LANGUAGE. This Agreement is the entire and exclusive agreement between QCE and You with respect to the Software and Documentation and supersedes all prior agreements (whether written or oral) and other communications between QCE and You with respect to the Software and Documentation. Except to the extent that QCE is expressly precluded by applicable law, QCE further reserves the right to make changes to this Agreement, including but not limited to as needed to reflect changes in business practices or to reflect changes in or required by law or otherwise, by providing You with reasonable notice of the changes, which notice may be sent in writing or electronically or which may be made by posting notice of such update at the applicable webpage(s). You will be responsible for reviewing and becoming familiar with any and all such changes. If You continue to use the Software or Documentation after notice of any changes has been provided or posted, You shall be deemed to have accepted any and all such changes. Otherwise, this Agreement may be modified only by a written amendment executed by both You and QCE. This Agreement is entered into solely in the English language, and if for any reason any other language version is prepared by any party, it shall be solely for convenience and the English version shall govern and control in all respects. If You are located in the province of Quebec, Canada, the following applies: The parties hereby confirm they have requested this Agreement and all related documents be prepared in English. Les parties ont exigé que le présent contrat et tous les documents connexes soient rédigés en anglais.

13. THIRD PARTY RIGHTS. Excepting the terms and rights applicable to QCE's affiliates as expressly stated herein (which terms and rights such QCE affiliates shall be entitled to enforce as third party beneficiaries), the Parties agree, and confirm their mutual intention, that neither this Agreement nor any of the terms of this Agreement will be enforceable by virtue of the Contract (Rights of Third Parties) Act 1999, or otherwise, by any person/entity not a direct party to it. Notwithstanding that any term of this Agreement may be or may become enforceable by a person who is not a party to this Agreement, the terms and conditions of this Agreement may be modified or amended, or this Agreement may be suspended, cancelled, rescinded or terminated by the parties as provided in Section 12 (Entire Agreement; Amendment; Language) without the consent of any such third party.

14. GENERAL. This Agreement is governed and interpreted in accordance with the laws of the State of California without giving effect to its conflict of laws provisions that would result in the application of the laws of a different state. The United Nations Convention on Contracts for the International Sale of Goods is expressly disclaimed and shall not apply. Any claim, lawsuit or proceeding arising out of or related to this Agreement must be brought exclusively in a federal or state court located in San Diego County, California and You hereby consent to the jurisdiction and venue of such courts. QCE may freely assign this Agreement or delegate any or all of its rights or obligations hereunder to any third party. If any provision of this Agreement shall be invalid, the validity of the remaining provisions of this Agreement shall not be affected.

BY CLICKING ON THE "I ACCEPT" BUTTON BELOW YOU REPRESENT, WARRANT AND CERTIFY THAT: YOU ARE AN AUTHORIZED REPRESENTATIVE OF THE LEGAL ENTITY YOU REPRESENT; YOU HAVE READ THIS AGREEMENT AND UNDERSTAND IT; YOU HAVE THE AUTHORITY TO BIND THE LEGAL ENTITY YOU REPRESENT TO THE TERMS AND CONDITIONS OF THIS AGREEMENT; AND YOU AGREE ON BEHALF OF THE LEGAL ENTITY YOU REPRESENT TO BE BOUND BY ITS TERMS AND CONDITIONS.