

## **EXHIBIT 93**

**UNREDACTED VERSION OF DOCUMENT SOUGHT TO BE LODGED UNDER SEAL**



## PRIVATE EXTENDED API ADDENDUM

This Private Extended API Addendum (this "Addendum"), dated as of March 16, 2015 (the "Effective Date"), is made and entered into by and between Facebook, Inc., a Delaware corporation and its affiliates ("FB"), and Nuance Communications, Inc., a Delaware corporation ("Developer"). FB and Developer are sometimes referred to in this Addendum individually as a "Party" and collectively as the "Parties". FB and Developer hereby agree as follows:

A. FB and Developer are parties to FB's standard online Statement of Rights and Responsibilities (as modified by this Addendum, the "Agreement") which sets forth the terms and conditions for Developer's use of the Platform (as defined in the SRR). Capitalized terms not defined in this Addendum or its exhibits have the meanings given to them in the SRR.

B. Developer wishes to use and access the Private Extended APIs in connection with its use of the Platform and agrees to the additional requirements herein.

Developer and FB hereby agree as follows:

1. **Developer Application Development and Distribution.**

a. **Development of the Developer Application.** Subject to the terms of the Agreement, Developer will develop one or more Developer Applications as specified in one or more mutually executed documents in the form attached to this Addendum as Exhibit B (each a "Developer Application Submission Form"). Developer will ensure that all Developer Applications are in compliance with the terms of the Agreement and the SRR, including the Platform Policies and Private Extended API Guidelines.

b. **Developer Application Certification.** Developer will: (i) at least thirty days prior to any public availability or launch of a Developer Application make such Developer Application available (along with all necessary hardware or software) to FB for FB's certification and approval of the Developer Application in FB's sole discretion (a "Developer Application Certification") (for the avoidance of doubt, Developer is solely responsible for complying with this Agreement and the SRR notwithstanding any such certification or approval); (ii) periodically provide FB with Developer Application development progress updates; and (iii) promptly provide to FB upon its reasonable request from time to time, access to the latest development version of the Developer Application.

c. **Distribution.** Upon successfully completing the Developer Application Certification, Developer will use commercially reasonable efforts to distribute and provide access to the Developer Application to Facebook Users in accordance with the distribution and access plan described in Developer Application Submission Form (the "Distribution and Access Plan"). Unless and until FB issues a Developer Application Certification for a particular Developer Application, Developer will not distribute or otherwise make available such Developer Application to the public. Developer will provide written

confirmation to FB of the commencement of such distribution or access.

2. **SRR and Policies.** Developer agrees that any distribution of a Developer Application will be subject to an appropriate end user license agreement or similar terms and conditions which (i) disclaim all liability on behalf of FB and (ii) do not contain any language which would cause such terms to supersede or modify in any way the SRR, privacy policies or other terms applicable to all Facebook Users.

3. **User Data.** Developer agrees that any use of Facebook User Data shall be subject to the SRR and the additional restrictions set forth below (which for the avoidance of doubt, do not limit the SRR):

a. **Notice.** Developer must prominently display to users a notice that Developer (and not FB) is making the application available to end users and make sure that the user has the opportunity to review Developer's privacy policy. Developer shall submit such notice to FB for FB's review and approval (in FB's sole discretion) as part of the Developer Application Certification Process.

b. **Purpose of Use.** Developer will only use the Facebook User Data it receives in connection with an approved Developer Application for the purpose of providing such application to the Facebook User.

c. **Restrictions on Use.** Developer will not use, display, or share Facebook User Data in a manner inconsistent with Facebook's privacy policy or the applicable Facebook User's privacy settings.

d. **No Transfer.** Developer will not transfer to any third party (other than its agents and contractors for the sole purpose of providing services to Developer hereunder) any Facebook User Data.

e. **Deletion.** Developer will delete Facebook User Data upon termination of this Addendum or the Agreement, or if requested to do so by FB in writing.

f. **Safeguard.** Developer warrants and represents that Developer will establish and maintain diligent safeguards

that are compliant with applicable data privacy laws, and that protect against the destruction, loss, disclosure or alteration of Confidential Information, including Facebook User Data, in the possession of Developer or to which Developer may have access.

**4. Access to the Private Extended APIs.** Subject to the terms of the Agreement, FB may, in its sole discretion, make specific Private Extended APIs available to Developer for use in connection with Developer Applications. FB may terminate such access for convenience at any time. The Private Extended APIs and the Private Extended API Guidelines will be deemed to be a part of the Platform and the Platform Policies, respectively, for purposes of the Agreement.

**5. Facebook Brand Features.**

**a. License to Facebook Brand Features.** Subject to the terms and conditions of the Agreement, FB's written approval prior to each use and with Facebook's Brand Resources Guidelines available at <https://www.facebookbrand.com/>, or successor URL made available by Facebook, FB grants to Developer a limited, non-exclusive and non-sublicensable license to use the Facebook Brand Features, solely for the purposes of use within the Developer Application and to publicize Developer's distribution of the Developer Application. FB may terminate this license for convenience upon notice to Developer.

**b. Reservation of Rights.** FB will own all right, title and interest, including all intellectual property rights, relating to the Facebook Brand Features. Except to the limited

extent expressly provided in this Addendum, FB does not grant, and Developer will not acquire, any right, title or interest (including any implied license) in or to any Facebook Brand Features; and all rights not expressly granted herein are deemed withheld. All use by Developer of Facebook Brand Features (including any goodwill associated therewith) will inure to the benefit of FB.

**6. Confidential Information.** Developer agrees that the existence and content of the Private Extended APIs, the Private Extended API Guidelines and its use of Private Extended APIs is deemed to be confidential information of FB and Developer will maintain the same in strict confidence and not disclose the same to any third party (other than agents and contractors for the sole purpose of providing services to Developer hereunder) or use the same for any purpose other than its performance under the Agreement. The obligations contained in this paragraph will survive any termination or expiration of the Agreement.

**7. Effect.** The provisions of this Addendum will control over any inconsistent provisions of the Agreement, and the Agreement, as modified and supplemented by this Addendum, will remain in full force and effect. This Addendum may be executed in counterparts, each of which will be deemed an original, and all of which together will constitute one and the same instrument. The term "including" means "including without limitation".

**ACKNOWLEDGED AND AGREED:**

<p>Facebook, Inc.</p> <p>By: _____</p> <p>Name: _____</p> <p>Title: _____</p> <p>Signature Date: _____</p> <p>Address: 1601 Willow Road Menlo Park, California 94025</p> 	<p>Nuance Communications, Inc.</p> <p>By: _____</p> <p>Name: _____</p> <p>Title: _____</p> <p>Signature Date: _____</p> <p>Address: _____</p>
--	---



## Exhibit A

### **Definitions**

**"Developer Application"** means each application or website listed in a Developer Application Submission Form (and any updates, upgrades, modifications or enhancements thereto) that interfaces with Platform, all services offered through or in connection with such application or website (whether such application or website is hosted on Developer's site, a third party site, Facebook or is client-resident).

**"Private Extended APIs"** means a set of API's and services provided by FB to Developer that enables Developer to retrieve data or functionality relating to Facebook that is not generally available under Platform, which may include persistent authentication, photo upload, video upload, messaging and phonebook connectivity.

**"Private Extended API Guidelines"** the guidelines, technical specifications and protocols located at <https://developers.facebook.com> (or such successor URLs as may be designated by FB) or any other guidelines, technical specifications or protocols as may be provided by FB to Developer from time to time.

**"Facebook Brand Features"** means the trade names, trademarks, service marks, logos, domain names, and other distinctive brand features, graphic images and icons of Facebook, which FB in its sole discretion may choose to provide to Developer.

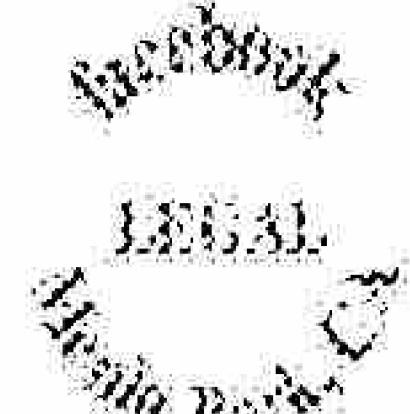
**"Facebook User"** means a human user of Facebook.

**"Facebook User Data"** means (a) any data, content, code or other materials received by Developer from Facebook through the Private Extended API through the Platform in connection with the Agreement; and (b) any information that Developer would not have if Developer did not access such data, content, code or other materials through the Private Extended API through the Platform.

**"Personal Information"** means (a) content, (b) personally identifiable information, or (c) non-public information, relating to any Facebook User, including but not limited to names, addresses, e-mail addresses, phone numbers, photos and images.

**"Platform Policies"** means the then-current guidelines, technical specifications and protocols that govern the use of Platform located at <https://developers.facebook.com/policy/>, or any successor URL designated by FB, and any terms, policies and guidelines referenced or incorporated therein.

**"Statement of Rights and Responsibilities"** or **"SRR"** means the then-current Statement and Rights and Responsibilities that govern the use of Facebook located at the URL <https://www.facebook.com/legal/terms>, or any successor URL designated by FB, and any terms, policies and guidelines referenced or incorporated therein, and any supplemental Facebook terms that apply to use of a specific Facebook Service feature.



## Exhibit B

### **Developer Applications Submission Form #1**

Developer: Nuance Communications Inc.

Developer Application Name: Uconnect LIVE via Nuance Transform Engine

General Description:

This application is used only to provide user facebook content to their in-vehicle infotainment system (through on-screen and text-to-speech) in a safe manner. There is no use of read\_stream outside of the vehicle on any other part of the system integration (web portals or mobile handset apps).

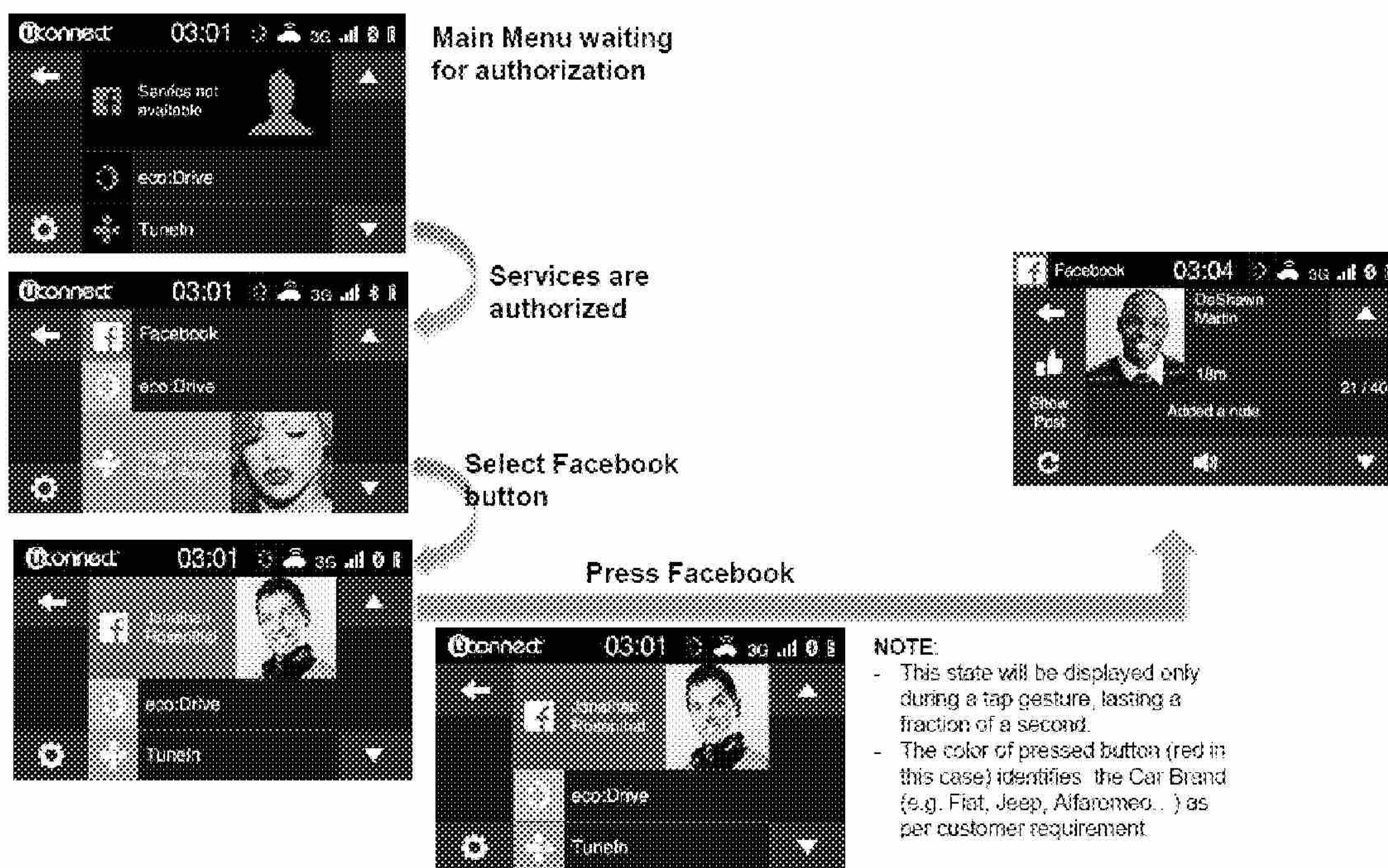
Developer Application Proof of Concept (please provide, to the extent available, a list of functionality, user flows, and screen shots):

From handset application logged into Uconnect system, user can obtain a facebook token via facebook oauth web page; this token is used for subsequent requests from infotainment system to request data via GRAPH API 2.0 call.

From applications start, user can scroll through summary list of posts obtained from /me/home GRAPH API 2.0 call.

User can show text or listen to text (via text-to-speech engine).

User can like a post.



Copyright © 2014 Accenture. All rights reserved.



Distribution and Access Plan:

Developer may distribute and otherwise make available the Developer Application via the following distribution method(s):

Date of targeted initial distribution: March 16, 2015

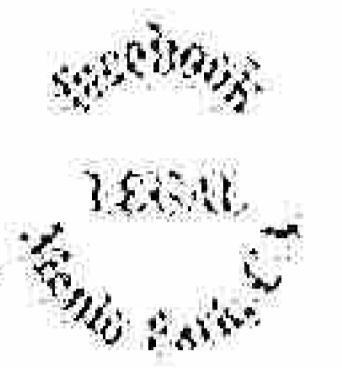
Territory for distribution: Europe.

Updating the Developer Application: Developer may access and use the Extended API made available by Facebook in accordance with this Developer Application Submission Form #1 (i.e. graph.facebook.com/me/home API) until December 31, 2015 ("Expiry Date"), provided that Developer develops a new version of the Developer Application that does not use the Extended API and pushes such updated version of the Developer Application to all user via an OTA or Backend update prior to the Expiry Date.

End User Fees: Developer agrees that it will not charge, nor allow any third party to charge, end users of any Developer Applications or allow end users to be charged any fees for downloading, installation, access to, or use of the Developer Application (other than standard data, messaging and usage charges from the end user's mobile carrier).

This Developer Application Submission Form is governed by the terms of the Private Extended API Addendum in effect between Facebook and Developer. In the event that any item in this Developer Application Submission Form is inconsistent with that Addendum, the terms of this Developer Application Submission Form will govern, but only with respect to the Developer Implementations listed herein.

ACKNOWLEDGED AND AGREED:

<b>Facebook, Inc.</b>  By: _____ Name: _____ Title: _____ Signature Date: _____  <b>Address:</b> 1601 Willow Road Menlo Park, California 94025	<b>Nuance Communications, Inc.</b> By: _____ Name: _____ Title: _____ Signature Date: _____  <b>Address:</b>
---	--