HARMAN SDK LICENSE AGREEMENT

This Harman SDK License Agreement ("Agreement") is a legal agreement between you (including the entity whom you agree to this Agreement and use the SDK on its behalf) and Harman International Industries, Incorporated (including its suppliers, affiliates, and licensors, collectively "Harman") for use of the SDK Development Kit (including all related documentation, software, Updates, tools, libraries, APIs, data, files, and other materials referencing this Agreement, collectively "SDK") as permitted under this Agreement. By downloading or using the SDK, you agree to be bound by the terms of this Agreement. If you do not agree to the terms of this Agreement, do not install or use the SDK. If you agree to this Agreement on behalf of an entity (such as your employer), then you represent and warrant that you have the authority to bind the entity to this Agreement.

In consideration of the rights and licenses granted below, you hereby agree as follows:

1. DEFINITIONS

1.1. "API," or application programming interface, means the specific method prescribed by a computer operating system or by another application program (such as a Harman application designed to control its products) by which a programmer writing an application program can make requests of an operating system or another application.

1.2. "App" means a software application developed using the SDK in compliance with applicable license restrictions and program requirements, including bug fixes, updates, upgrades, modifications, enhancements, supplements to, revisions, new releases, and new versions of such software .

1.3. FOSS (Free and Open Source Software) means any software that is subject to terms that, as a condition of use, copying, modification, or redistribution, require such software or derivative works thereof to be disclosed or distributed in source code form, to be licensed for the purpose of making derivative works, or to be distributed free of charge.

1.4. "Harman Marks" means HARMAN, HARMAN KARDON, JBL, and such other trademarks or registered trademarks of Harman, as Harman may make available to You from time to time.

1.5. Updates means bug fixes, updates, upgrades, modifications, enhancements, supplements, and new releases or versions of the SDK.

2. DEVELOPMENT LICENSE

2.1. License Grant. Subject to the license restrictions and your compliance with this Agreement, Harman hereby grants you a limited, non- exclusive, royalty-free license to install and use the SDK and reproduce any related documentation internally solely for the purpose of developing and testing your App. You may only use the SDK on a single computer or on your intranet, provided that each person accessing the SDK through the network abides by this Agreement. You may download the online documentation, if any, in conjunction with the SDK, but may not make further copies of any printed or electronically transmitted materials accompanying the SDK. You may not use or include any part of the SDK as part of any other software development kit.

2.2. Integration of Sample with Your App. Harman grants you a limited, non-exclusive, nontransferable, royalty-free license to use, modify, adapt, and reproduce any sample code included with the SDK solely as an integrated component of your App.

2.3. Use of APIs with Your App. Harman grants you a limited, non-exclusive, royalty-free right to use but not reproduce the APIs solely as integrated components of your App. You may not expose any of the APIs in this SDK to any other application or person.

2.4. Limitations on Your App. Your App must not in any way impair the functionality of any Harman product. The SDK may not be used to develop an App that:

a. encodes, serves, plays, or contains on any product competitive to any Harman product, as determined by Harman in its sole discretion;

b. contains any code that disrupts, disables, harms, interferes, damages, or otherwise impedes the operation of the Harman products or any other software, firmware, hardware, computer system or network;

c. accesses any computer or tracks end users behavior without authorization;

d. uses APIs in any manner other than the manner prescribed by Harman or uses or calls any private APIs;

e. installs or launches any other executable code by any other means, including without limitation, through the use of a plug-in architecture, calling other frameworks, other APIs or otherwise;

f. reads data from or writes data to anywhere other than the App designated container area on the Harman product, except as otherwise specified by Harman.

g. fails to comply with all applicable law, including applicable privacy law and any additional requirements of Harman in connection with data privacy and security, personally identifiable information, user consent, user content or image, picture, or voice capture or recording performed by your App;

h. uses technology or content in your App without permission or in a manner that requires Harman to pay any fees or royalties (including without limitation payment to any mechanical or performance or communication rights collecting or licensing organization);

i. contains any obscene, pornographic, offensive, or defamatory content or materials of any kind or other content or materials that, in Harmans reasonable judgment, may be found objectionable by Harman users;

j. uses any FOSS in breach of the applicable licensing terms or in such a way that would cause the non-FOSS portions of the SDK to be subject to any FOSS licensing terms or obligations;2.5. Privacy Requirements. If your App communicates with users or if your App collects or tracks user informationthen you will:

a. make your privacy statement available from your App;

b. clearly disclose to end users what information is being collected;

c. enable end users to opt-out of receiving emails or other communications resulting from the information that is collected;

d. clearly disclose any communications or tracking features (including anonymous tracking across websites) and allow users to opt out of such features;

e. receive explicit opt-in consent from each end user for any personally identifiable information, including personally identifiable tracking information, that is collected from such end user;

f. not sell, rent or disclose to third parties any personally identifiable information collected from end users in connection with your App without the end user's express consent; and

g. not use any information that personally identifies, selects, or categorizes end users as users of the Harman products, and will not gather, track or otherwise collect information concerning a users specific uses of Harman products.

2.6. Harman Copyright Notice. You must provide attribution to Harman in the "About" box or user interface of your App in the form and manner prescribed and approved by Harman (such as Copyright © 2016 Harman International Industries, Incorporated. HARMAN, HARMAN KARDON, JBL, and their logos are trademarks of Harman International Industries, Incorporated. All rights reserved.) At Harman's reasonable request, you will furnish Harman with samples of attribution in your App and will make all requested changes within reasonable period of time.

2.7. Updates; No Support or Maintenance. Harman may modify the SDK at any time without notice or liability to you, but is not obligated to provide you with any Updates, maintenance, or support to the SDK. You will create an updated version of your App within 6 months after the release of an Update.

2.8. No Other Permitted Uses. Unless permitted in this Agreement, you must not to rent, lease, lend, upload to or host on any website or server, sell, redistribute, or sublicense the SDK or to enable others to do so. You must not decompile, reverse engineer, disassemble, attempt to derive the source code of, modify, decrypt, or create derivative works of the SDK (if you are permitted to do so under applicable law in order to achieve interoperability, then you must notify Harman first and allow Harman to provide you with information necessary to achieve interoperability). All licenses not expressly granted in this Agreement are reserved.

3. DISTRIBUTION LICENSE

3.1. License Grant. Subject to the license restrictions and your compliance with this Agreement, Harman hereby grants you a non-exclusive, non-transferable, non-sublicensable, royalty-free license to distribute your App, provided that only the APIs and sample code of the SDK ("Code") are included in your App.

3.2. For any SDK in beta or pre-release form, the following restrictions will apply:

a. if distributing a beta version of the Code, you will clearly mark your App as either "beta" or "pre-release";

b. You may not use the beta version of any SDK component, or distribute or have distributed the beta version of Code, in a live operating environment where such may be relied upon to perform in the same manner as a commercially released product, nor may you use such beta SDK components with data that has not been sufficiently backed up;

c. You understand that beta or pre-release versions of SDK components may be changed substantially before the final commercial release or may never be commercially available;

d. if you have distributed or had distributed as permitted by this Agreement a beta version of the Code, you will be solely responsible for updating your end users with an updated App that operate satisfactorily with the final commercial release of such Code;

3.3. If you provide any and all bug reports, test results and other feedback ("Feedback") to Harman, you grant Harman an irrevocable license to reproduce, modify, distribute, and use the Feedback for any purpose; and

3.4. You may not use the SDK components for benchmark or performance testing;

3.5. Due to the nature of the development work, Harman may not correct errors or discrepancies in the SDK by the time of final release.3.6. End User License Agreement Requirements. You must distribute your App under the terms of an End User License Agreement containing terms that:

a. prohibit any modifications, reverse engineering, disassembly, decompilation, transfer, or assignment of the Code;

b. prohibit any distribution of the Code separate from your App;

c. disclaim any and all warranties of Harman and Harman's liability for any damages related to the Code or your App;

d. require the end user to comply fully with all relevant export laws and regulations of the United States to assure that your App or the SDK is not exported, directly or indirectly, in violation of United States law.

3.7. License to Use Harman Marks. Harman hereby grants you a non-exclusive, limited license to use the Harman Marks for the sole purpose of informing users that you used the SDK to develop your App. You will not use any Harman Mark in a way which may imply that you are affiliated with or related to Harman, or that Harman endorses any of your products or services. Your use of any Harman Mark in connection with this Agreement will not create any right, title or interest, in or to the use of the Harman Marks and all such use and goodwill associated with the Harman Marks will inure to the benefit of Harman. You will not have the right to use any trademarks associated with third party technologies (e.g., Dolby, MP3, etc.) contained within any Harman products without first obtaining a separate trademark license from such third party.

3.8. Sample Copies of Your App to Harman. You will promptly provide Harman with two packaged copies of your App, including associated documentation, upon Harmans request. Harman may use the copies for testing and evaluation purposes only. Harman reserves the right to terminate the distribution rights contained in this Agreement in the event that Harmans testing demonstrates that your App is not fully compatible with any Harman product or otherwise violates the terms of this Agreement. Prior to terminating the distribution rights under this Agreement, Harman will provide you with notice and a reasonable opportunity to cure, not to exceed 30 days.

3.9. No Other Distribution. Except as provided in this Agreement, you may not distribute any other part of the SDK (such as the documentation included with the SDK).

4. ADDITIONAL OBLIGATIONS, REPRESENTATIONS, AND WARRANTIES

4.1. General.

a. You are of the legal age of majority in the jurisdiction in which You reside (at least 18 years of age in many countries) and have the right and authority to enter into this Agreement;

b. all information You provide to Harman will be current, true, accurate, and complete, and You will promptly notify Harman of any changes to such information;

c. You will comply with the terms and fulfill Your obligations under this Agreement and You are responsible for your employees and contractors' use of the SDK and services and their compliance with this Agreement;

d. You are solely responsible for all costs, expenses, losses, or liabilities incurred, and activities undertaken in connection with the SDK and your App, including but not limited to, any related development efforts, network and server equipment, and any other hardware, software, or services that you use in connection with such efforts.

4.2. Use of the SDK. As a condition to using the SDK, including but not limited to the SDK, You agree that:

a. You will only use the SDK and any services for the purposes and in the manner expressly permitted by this Agreement and in accordance with applicable law;

b. You will not use the SDK or any services for any unlawful activity or to develop any App that would commit or facilitate the commission of a crime, or other tortuous or unlawful act;

c. your App does not and will not violate, misappropriate, or infringe any copyrights, trademarks, rights of privacy and publicity, trade secrets, patents, or any other proprietary or legal rights (including but not limited to musical composition or performance rights, third party data rights, etc. for content and materials that may be included in your App);

d. You will not and will not enable others to, through the use of the SDK, services, or otherwise, create any program that would or could be used to disable, hack, or otherwise interfere with any security, digital signing, digital rights management, verification, or authentication mechanisms; and

e. If you obtain patents or trademark protections based on your App, you will not exercise such patent or trademark against Harman or its SDK licensees.

5. PRODUCT MAINTENANCE & TECHNICAL SUPPORT

5.1. As previously provided, Harman is not obligated to provide maintenance, updates, or technical support for the SDK. You are solely responsible for providing customer, technical, and help desk support to end users for your App.

5.2. From time to time, Harman may provide access to additional software or services for You to use in connection with your App. Some of these may be subject to separate terms and conditions in addition to this Agreement. If you elect to use such software or services, Your usage will also be subject to those separate terms and conditions. In addition, such services or software may not be available in all languages or in all countries. Harman makes no representation that such software or services are appropriate or available for use in any particular location. To the extent You choose to access such software or services, You do so at Your own initiative and are responsible for compliance with any and all applicable law. Certain software or services provided to you may be provided by third parties, and Harman will not have any liability or responsibility to You or any other person (including to any end user) for any third-party software or services. Harman and its licensors reserve the right to change, suspend, remove, or disable access to any software or services at any time. In no event will Harman be liable for the removal of or disabling of access to any such software or services.

6. SOFTWARE OWNERSHIP

6.1. Harmans Ownership. Harman (and its suppliers) owns all rights, title, and ownership in and to the SDK, protected by United States copyright law and international treaty provisions. You may make one copy of the SDK solely for backup or archival purposes (in accordance with customary practices for such purpose), provided such copy must contain all of the original SDKs proprietary notices. your rights to use the SDK are

specified in this Agreement, and Harman retains all rights not expressly granted to you in this Agreement. Nothing in this Agreement constitutes a waiver of Harman's rights under U.S. or international copyright law or any other federal or state law.

6.2. Your Ownership. You own all rights, title, and ownership in and to your App, with the exception of Harman's ownership as defined herein.

7. CONFIDENTIALITY

7.1. You agree that any information given to you by Harman and identified as such, including but not limited to the SDK, is Harman Confidential Information. Harman Confidential Information will not include:

a. information that is generally and legitimately made available to the public through no fault or breach of yours;

b. information that is independently developed by You without the use of any Harman Confidential Information;

c. information rightfully obtained by a third party who had the right to transfer or disclose such information; and

d. any FOSS included in the SDK and accompanied by licensing terms that do not impose confidentiality obligations on the use or disclosure of such FOSS.

7.2. You must protect Harman Confidential Information using at least the same degree of care that your use to protect your own confidential information of similar importance, but in no event less than a reasonable degree of care. You must use the Harman Confidential Information solely for the purpose of exercising Your rights and performing Your obligations under this Agreement. You further agree not to disclose or disseminate Harman Confidential Information to anyone other than:

a. those of Your employees and contractors, who have a need to know and who are bound by a written agreement that prohibits unauthorized use or disclosure of the Harman Confidential Information; or

b. as otherwise agreed to or permitted in writing by Harman.

7.3. You may disclose Harman Confidential Information to the extent required by law, provided You take reasonable steps to notify Harman before disclosing the Harman Confidential Information and to allow Harman time to obtain protective treatment of the Harman Confidential Information. You acknowledge that damages for improper disclosure of the Harman Confidential Information may be irreparable, and, therefore, Harman is entitled to equitable relief, including all available emergency and preliminary injunctive relief, in addition to any other remedies it may have, without a requirement of posting any kind of bond.

7.4. Harman works with many application and software developers, and some of their products may be similar to or compete with your App. Harman may also be developing its own similar or competing applications and products, or may determine to do so in the future.

To avoid potential misunderstandings, Harman cannot agree to, and hereby expressly disclaims, any confidentiality obligations or use restrictions of any kind, express or implied, with respect to any information You may provide in connection with this Agreement, including but not limited to information about Your Application and any metadata. You agree that any such information is and will be NON-CONFIDENTIAL. Harman will be free to disclose and use any and all such information on an unrestricted basis without notifying or compensating You. You hereby release, and agree to release in the future, Harman from any and all liability and obligations that may arise from the receipt, review, use, or disclosure of any portion of any such information. Any physical materials you submit to Harman will become Harman's property and Harman will have no obligation to return those materials to you or certify their destruction.

7.5. You may not issue any press release or make any other public statements regarding this Agreement, its terms, or Your relationship with Harman without Harman's express prior written approval, to be granted or withheld at Harman's sole discretion.

8. DISCLAIMER OF WARRANTY

The SDK is provided to YOU AS IS, WITHOUT WARRANTY OF ANY KIND. TO THE MAXIMUM EXTENT PERMITTED BYAPPLICABLE LAW, HARMAN FURTHER DISCLAIMS ALL WARRANTIES, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NONINFRINGEMENT.

THE ENTIRE RISK ARISING OUT OF THE USE OR PERFORMANCE OF THE SDK, INCLUDING BUT NOT LIMITED TO THE SDK, AND DOCUMENTATION REMAINS WITH YOU. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL HARMAN OR ITS SUPPLIERS BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, SPECIAL, PUNITIVE, OR OTHER DAMAGES WHATSOEVER (INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF BUSINESS PROFITS, BUSINESS INTERRUPTION, LOSS OF BUSINESS INFORMATION, OR OTHER PECUNIARY LOSS) ARISING OUT OF THIS AGREEMENT OR THE USE OF OR INABILITY TO USE THE PRODUCT, EVEN IF HARMAN HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. BECAUSE SOME STATES/JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, THE ABOVE LIMITATION MAY NOT APPLY TO YOU. HARMANS ENTIRE LIABILITY UNDER THIS AGREEMENT FOR ANY REASON WILL NOT EXCEED $50.00.

9. INDEMNIFICATION

9.1. Indemnity. You will, at its expense and Harman's request, defend any claim, action, costs, damages, liability, and fees (collectively "Liability") brought by a third party against Harman, or hold harmless, indemnify, and defend Harman affiliates, its officers, directors, and employees, arising out of or related to your App, your use of the SDK, your violation of infringement of any intellectual property rights, and your breach of this Agreement (Collectively, "Claims"). Harman will: (a) provide your reasonably prompt notice in writing of any such Claims and permit you, through counsel of your choice, to answer and defend such Claims; and (b) provide you with information, assistance, and authority, at your expense, to help defend such Claims. You will consult with Harman on the choice of any counsel under this Section.

9.2. Settlement by You. Unless you obtain for Harman a complete release of all Claims hereunder, without any admission of wrongdoing or liability, you may not settle any Claim under this Section on Harman's behalf without first obtaining Harman's written permission, which permission will not be unreasonably withheld or delayed. In the event you and Harman agree to settle a Claim, you agree to not disclose terms of the settlement without first obtaining Harman's written permission.

10. TERM AND TERMINATION

10.1. Term. This Agreement will be in effect for 1 year after the Effective Date ("Term"). Thereafter the Agreement will automatically renew for additional terms of 1 year each unless terminated in accordance with this Agreement.

10.2. Termination. Harman may terminate this Agreement and any services provided hereunder, effective immediately upon notice if:

a. You fail to comply with any term of this Agreement and fail to cure such breach within 30 days after becoming aware of or receiving notice of such breach;

b. You fail to comply with the Confidentiality requirements under this Agreement;

c. You, and any time during the Term, commence an action for patent or copyright infringement against Harman;

d. You become insolvent, fail to pay your debts when due, dissolve or cease to do business, file for bankruptcy, or have filed against you a petition in bankruptcy; or

e. You engage, or encourage others to engage, in any fraudulent, improper, unlawful, or dishonest act relating to this Agreement, including but not limited to embezzlement, alteration or falsification of documents, theft, inappropriate use of computer systems, bribery, or other misrepresentation of facts.

10.3. Termination for Convenience. Either party may terminate this Agreement for its convenience, for any reason or no reason, effective 60 days after providing the other party with written notice of its intent to terminate.

10.4. Effect of Termination. Upon termination of this Agreement, you will immediately discontinue the use of the SDK and distribution of your Apps and will within five (5) days either return to Harman, or certify destruction of, all full or partial copies of the SDK, documentation and related materials provided by Harman. The provisions will survive any termination of this Agreement, except that Harmans distribution rights will terminate if this Agreement is terminated for Harmans breach. Termination will not affect the rights of end users to continue using your Apps that are already distributed.

11. ASSIGNMENT

This Agreement is personal to you. You may not assign, transfer, or otherwise dispose of this Agreement, or any rights or obligations hereunder, without Harman's prior written consent, including pursuant to a "Change of Control." As used herein, a Change of Control means (a) a sale of all or substantially all of your assets to another entity; (b) the assignment, transfer, or other disposition of the majority of your equity securities; or (c) a merger of your company with another entity, if as a result of the transaction the holders of a majority or your equity securities before the transaction hold less than a majority of the voting securities of the surviving entity. Notwithstanding the foregoing, if Harman does not consent to an assignment of the Agreement pursuant to a Change of Control, you may terminate this Agreement upon notice to Harman. This Agreement will be binding upon and inure to the benefit of the parties, their successors and permitted assigns.

12. NO REVENUE PARTICIPATION

Nothing in this Agreement provides any right, express or implied, for either party concerning the other party's revenue from any source. Nothing in this Agreement provides a right to you to participate in any way in revenue derived by Harman from any Harman product or other proprietary technology, and nothing in this Agreement provides a right to Harman to participate in any way in revenue derived by your from your App or your other proprietary technology. Each party is responsible for any cost or expenses it incurs in connection with its performance under this Agreement, except as otherwise provided herein.

13. GOVERNING LAW; ATTORNEYS' FEES

This Agreement will be governed by the laws of the State of California. You consent to exclusive jurisdiction by the state and federal courts sitting in the State of California. This Agreement will not be governed by the United Nations Convention of Contracts for the International Sale of Goods, the application of which is hereby expressly excluded. Any litigation or other dispute resolution between you and Harman arising out of or relating to this Agreement, the SDK, or your relationship with Harman will take place in the state and federal courts located in the Northern District of California. If Harman employs attorneys to enforce any rights arising out of or relating to this Agreement, Harman will be entitled to recover reasonable attorneys' fees in the event it prevails. If you are located in the province of Quebec, Canada, the following clause applies: The

parties hereby confirm that they have requested that this Agreement and all related documents be drafted in English. Les parties ont exige que le present contrat et tous les documents connexes soient rediges en anglais.

14. CHANGES TO THIS AGREEMENT

Harman may change the terms of this Agreement at any time. New or modified terms will not retroactively apply to Applications already in distribution. In order to continue using the SDK or any services, , You must accept and agree to the new terms of this Agreement. If You do not agree to new terms, Your use of the SDK and services will be terminated. You agree that Your acceptance of such new Agreement terms may be signified electronically, including without limitation, by your checking a box or clicking "I Agree" or a similar button.

15. GENERAL LEGAL PROVISIONS

15,1. This Agreement constitutes the complete and exclusive agreement between you and Harman with respect to the subject matter hereof, and supersedes all prior oral or written understandings, communications or agreements not specifically incorporated herein. The relationship of you and Harman is that of independent contractors, and nothing contained in this Agreement will be construed to:

a. give either party the power to direct and control the activities of the other;

b. constitute the parties as partners, joint venturers, co-owners or otherwise as participants in a joint undertaking; or

c. allow either party to create or assume any obligation on behalf of the other party for any purpose whatsoever.

15.2. Each party is solely responsible for the payment of its own costs and expenses including, without limitation, payments on behalf of its agents, contractors, and employees in connection with this Agreement. This Agreement may not be modified except in writing duly signed by an authorized representative of each party. The waiver by either party of any breach of this Agreement by the other party will not waive subsequent defaults by such party of the same or a different kind. If any provision of this Agreement is held to be unenforceable for any reason, such provision will be

reformed only to the extent necessary to make it enforceable, and such decision will not affect the enforceability of such provision under other circumstances, or of the remaining provisions hereof under all circumstances.

15.3. Portions of the SDK or services may utilize or include third-party software and other copyrighted material. Acknowledgements, licensing terms, or disclaimers for such material are contained in the electronic documentation for the SDK and services, and Your use of such material is governed by those terms. Harman assumes no liability or responsibility of these third-party software or copyrighted materials.

15.4. Consent to Collection and Use of Non-Personal Data. You agree that Harman may collect and use technical and related information, including but not limited to information about Your Applications, computers, system software, other software and peripherals. Such information is gathered periodically to facilitate the provision of software updates and other services to You (if any) related to the SDK, and to verify compliance with the terms of this Agreement. Harman may use this information, as long as it is in a form that does not personally identify You, to improve the SDK or Harman products, and to provide services to You and our customers.

15.5. Nothing in this Agreement will impair Harman's right to develop, acquire, license, market, promote, or distribute products or technologies that perform the same or similar functions as, or otherwise compete with your Apps or any other products or technologies that you may develop, produce, market, or distribute.

15.6. Notices. Any notices relating to this Agreement shall be in writing. Notices will be deemed given by Harman when sent to you at the email address or mailing address you provided during the registration process. All notices to Harman relating to this Agreement will be deemed given upon receipt by Harman and must be sent by trackable overnight courier to Attention: Legal Department, Harman International Industries, Incorporated, 400 Atlantic Street, 15th Floor Stamford, CT 06901, USA +1.203.328.3500.

15.7. Severability. If any provision of the Agreement or its application is held invalid, the invalidity shall not affect other provisions or applications of the Agreement that can be given effect without the invalid provision or application and, to this end, the provisions of the Agreement are declared to be severable.

15.8. Waiver and Construction. Failure by Harman to enforce any provision of this Agreement shall not be deemed a waiver of future enforcement of that or any other provision. You further agree that any laws or regulation that provide that the language of a contract will be construed against the drafter will not apply to this Agreement. Any and all remedies herein expressly conferred upon a party will be deemed cumulative and not exclusive of any remedy conferred hereby or by law, and the exercise of any one remedy will not preclude the exercise of any other. Section headings are for convenience only and are not to be considered in construing or interpreting this Agreement.

16. U.S. GOVERNMENT RESTRICTED RIGHTS AND EXPORT RESTRICTIONS

Use, duplication, or disclosure by the Government is subject to restrictions as set forth in subparagraph (c)(1)(ii) of The Rights in Technical Data and Computer Software clause of DFARS 252.227-7013 or subparagraphs (c)(i) and (2) of the Commercial Computer Software-Restricted Rights at 48 CFR 52.227-19, as applicable. Manufacturer is Harman International Industries, Incorporated, located at 400 Atlantic Street, Suite 1500, Stamford, Connecticut 06901. You acknowledge that neither the SDK or underlying information or technology may be downloaded or otherwise exported or re-exported: (i) into (or to a national or resident of) Cuba, Iraq, Libya, North Korea, Iran, Syria or any other country to which the U.S. has embargoed goods; or (ii) to anyone on the U.S. Treasury Department's list of Specially Designated Nationals or the U.S. Commerce Department's Table of Denial Orders. By using the SDK, you agree to the foregoing and represent and warrant that you are not located in or under the control of, a national or resident of any such country or on any such list.