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AFNetworking

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Crashlytics

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Last Updated: January 27, 2017

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2.4 Developer Feedback. From time to time, Crashlytics may solicit from Developer or Developer may make, in its sole discretion, suggestions for changes, modifications or improvements to the Crashlytics Properties (as defined below) or any other feedback related to Crashlytics or the Crashlytics Properties (collectively, "Developer Feedback"). All Developer Feedback shall be solely owned by Crashlytics (including all intellectual property rights therein and thereto) and shall also be Crashlytics's confidential information. Developer hereby assigns all of its right, title and interest in and to any Developer Feedback to Crashlytics and acknowledges that Crashlytics has the unrestricted right to use and exploit such Developer Feedback in any manner, without attribution, and without any obligations or compensation to Developer.

2.5 Developer Data. Developer hereby grants Crashlytics a nonexclusive, license fee free and royalty free right and license to access, copy, distribute, process and use all information, data and other content provided by Developer or received by Crashlytics in connection with Developer's authorized use of the Services, including, without limitation information provided through any Application or Beta Application that Developer makes available for testing through the Services (collectively, "Developer Data"), solely for the purpose of providing the Services and as otherwise expressly permitted in this Agreement. Developer agrees that (a) the Services depend on the availability of the Developer Data, and (b) Crashlytics will not assume any responsibility or liability for, or undertake to verify, the legality, accuracy or completeness of the Developer Data. Crashlytics shall have no obligation to store any Developer Data or Results (as defined below).

2.6 Access by Beta Testers; EULA; End Users; Compliance. Developer shall provide to Crashlytics the contact information of any user of Developer's application(s) whom Developer intends to invite to become a Beta Tester. Developer is solely responsible for determining which users will receive an invitation to become a Beta Tester, and for ensuring the accuracy of any user contact information provided to Crashlytics. Developer may provide Beta Testers with its own EULA for a Beta Application that will be accessed by Beta Testers ("Developer EULA"); provided that the Developer EULA provides terms and conditions consistent with this Agreement and, with respect to Crashlytics, no less protective than those terms and conditions set forth in the standard EULA provided in Appendix A ("Standard EULA"). If Developer does not provide a separate Developer EULA to Beta Testers that is applicable to Developer's Beta Application, then Developer acknowledges and agrees that such Beta Testers' use of the Beta Application shall be subject to the Standard EULA. Developer acknowledges and agrees that Crashlytics provides the Standard EULA by way of convenience only, and does not represent or warrant that the Standard EULA will be enforceable under, or in compliance with, all applicable laws, rules, regulations, or otherwise. Developer acknowledges and agrees that the EULA applicable to Developer's Beta Application shall be between Developer and any Beta Tester, and Crashlytics shall not be responsible for, and shall not have any liability whatsoever for, such EULA, any application tested by a Beta Tester, or for any breach by Developer or any Beta

Tester of the terms and conditions of such EULA. The Services allow the Developer to collect information relating to performance of Developer's applications, including, without limitation, device state information, unique device identifiers, information relating to the physical location of a device, and information about how the application was used. Developer may turn on features of the Services to allow collection of other information via the Services, including some personally identifiable information (e.g., a user's email address), which allows Developers to communicate with users about the engagement with and functionality of their applications and to invite them to become Beta Testers. Developer represents and warrants that Developer is collecting information via the Services solely to obtain information about the user engagement with and functionality of Developer's applications, and to communicate with users about such engagement and functionality. Developer agrees that it will not enable collection of personally identifiable information via the Services unless it is necessary to communicate with users about the applications or Developer wishes to invite users to be Beta Testers and the user has provided affirmative consent to the collection and use of such information. Subject to and without limiting the foregoing, Developer agrees it will not enable collection or use of credit card information, Social Security numbers, driver's license numbers, dates of birth or physical addresses via the Services. Developer further agrees it will not integrate the Software into any Application or Beta Application (i) with end users who Developer has actual knowledge are under the age of 13, or (ii) that may be deemed to be a "Web site or online service directed to children" as defined under the Children's Online Privacy Protection Act of 1998 ("COPPA") and the regulations promulgated thereunder. At all times during the term of this Agreement, Developer shall maintain a privacy policy (a) that is readily accessible to users from its website or within its online service (as applicable), (b) that fully and accurately discloses to its users what information is collected about its users, and (c) that states that such information is disclosed to and processed by third party providers like Crashlytics in the manner contemplated by the Services, including, without limitation, disclosure of the use of technology to track users' activity and otherwise collect information from users. For Developer's users in the European Union, Developer shall provide such users with clear notice of, and obtain such users' consent to, the transfer, storage, and use of their information in the United States and any other country where Crashlytics, or any third party service providers acting on its behalf, operates, and shall further notify such users that the privacy and data protection laws in some of these countries may vary from the laws in the country where such users live. Developer shall at all times comply with all applicable laws, rules and regulations relating to data collection, privacy and security, including without limitation COPPA. Crashlytics may, at its sole discretion from time to time during the Term of this Agreement, audit Developer Data to verify compliance.

2.7 Developer Systems. Developer is responsible for providing (a) all equipment, subscriptions and credentials necessary for Crashlytics to receive the Developer Data, and (b) all modems, servers, devices, storage, software (other than Software), databases, network and communications equipment and ancillary services needed to connect to, access, or otherwise use the Services at its facility (collectively, "Developer Systems"). Developer shall ensure that Developer Systems are compatible with the Services and comply with all configurations and specifications described in the Documentation.

2.8 Limitations. Crashlytics will not be responsible or liable for any failures in the Services or any other problems which are related to (a) the Developer Data or Developer Systems, or (b) any satellite, telecommunications, network or other equipment or service outside of Crashlytics's facilities or control.

2.9 Confidentiality. "Confidential Information" means any information disclosed by one party ("Discloser") to the other party ("Recipient") that is marked or otherwise identified as "confidential" or "proprietary," or by its nature or the circumstances of disclosure should reasonably be understood to be confidential, including without limitation, all financial, business or technical information disclosed in relation to this Agreement. Except for the specific rights granted by this Agreement, the Recipient may not use, copy or disclose any Confidential Information of the Discloser without Discloser's prior written consent, and shall use no less than reasonable care to safeguard Discloser's Confidential Information, including ensuring that Recipient's employees, contractors and agents ("Representatives")with access to Discloser's Confidential Information have a need to know such Confidential Information for the purposes of this Agreement and are bound by confidentiality obligations no less protective of the parties as those set forth herein. The foregoing obligations shall not apply to any Confidential Information that Recipient can demonstrate is (a) already known by it without restriction, (b) rightfully furnished to it without restriction by a third party not in breach of any obligation to Discloser, (c) generally available to the public without breach of this Agreement or (d) independently developed by it without reference to or use of any of Discloser's Confidential Information and without any violation of any obligation of this Agreement. Each party shall be responsible for any breach of confidentiality by its Representatives, as applicable. Promptly upon Discloser's request at any time, Recipient shall, or in the case of Developer Data shall use reasonable efforts to, return all of Discloser's tangible Confidential Information, permanently erase all Confidential Information from any storage media and destroy all information, records, copies, summaries, analyses and materials developed therefrom. Nothing herein shall prevent a party from disclosing any of the other's Confidential Information as necessary pursuant to any court order or any legal, regulatory, law enforcement or similar requirement or investigation; provided, however, prior to any such disclosure, Recipient shall use reasonable efforts to (i) promptly notify Discloser in writing of such requirement to disclose where permitted by law, and (ii) cooperate with Discloser in protecting against or minimizing any such disclosure and/or obtaining a protective order.

2.10 Proprietary Rights. As used in this Agreement: "Background Materials" means all ideas, concepts, inventions, systems, platforms, software (including all Software), interfaces, tools, utilities, templates, forms, Report Formats, techniques, methods, processes, algorithms, knowhow, trade secrets and other technologies and information that are used by Crashlytics in providing the Services and Results (including any correction, improvement, derivative work, extension or other modification to the Services made, created, conceived or developed by or for Crashlytics, including at Developer's request or as a result of feedback provided by Developer to Crashlytics); "Reports" means the reports, charts, graphs and other presentation in which the Results are presented to Developer; "Report Formats" means the formatting, look and feel of the Reports; and "Results" means the work products resulting from the Services that are delivered to Developer by Crashlytics through the Services, and which are based on the Developer Data. For the sake of clarity, Results shall expressly exclude all Background Materials. Developer shall own all right, title and interest (including all intellectual property and other proprietary rights) in and to (a) feedback, suggestions, ideas or other materials and information provided by Beta Testers with respect to any Beta Application ("User Feedback"), (b) the Results and (c) Developer Data. Developer acknowledges and agrees that the Results will be presented to it in a Report, the Report Format of which is Confidential Information and proprietary to Crashlytics. Developer may make a reasonable number of copies of the Reports only for its internal purposes in using the Results. Developer hereby grants to Crashlytics a license fee free, royaltyfree, fully paid up, nonexclusive, perpetual and irrevocable, worldwide right and license to access, copy, distribute, process, and use (and to make, use and otherwise dispose of systems and processing using) (x) the Developer Data, Performance Data and User Feedback, solely

for purposes of (i) providing the Services to Developer, including without limitation providing customer support to Developer, (ii) sharing crash report information with developers who offer software development kits via Crashlytics's Fabric portal for application developers if a Developer has integrated such a kit into their application and the given crash is attributable to such a kit, solely so that such kit developers may maintain and improve their kits, and (iii) creating aggregate measures of Services usage, engagement, and performance, and (y) the Results and aggregated Developer Data, Performance Data and User Feedback to improve any component of the Services generally or of any other service of Crashlytics, and for its other business purposes.

2.11 General Learning; Aggregate Data. Crashlytics reserves the right to disclose aggregate information of Services usage, engagement, and performance, and to reuse all general knowledge, experience, knowhow, works and technologies (including ideas, concepts, processes and techniques) related to the Results or acquired during provision of the Services (including without limitation, that which it could have acquired performing the same or similar services for another customer). 2.12 Reservation of Rights. Except for the limited rights and licenses expressly granted hereunder, no other license is granted, no other use is permitted and Crashlytics (and its licensors) shall retain all right, title, and interest (including all intellectual property and proprietary rights embodied therein) in and to the Services, Software, Documentation, Background Materials, aggregate data, and analyses (collectively, "Crashlytics Properties").

SECTION 3. SPECIFIC TERMS FOR BETA TESTERS

3.1 License; Restrictions. In order to access and use the Services to test any Beta Application, you may need to download or install Software (defined in Section 2 above), web clips, certificates, or other materials provided by Crashlytics ("Crashlytics Material"). Subject to your compliance with this Agreement, Crashlytics grants you a limited, nonexclusive, non-assignable, non-sublicensable license to access, download, and use any Crashlytics Material made available to you by Crashlytics, solely to access and use the Services. Crashlytics reserves all right, title, and interest in the Crashlytics Material not expressly granted to you, including but not limited to intellectual property rights. To the maximum extent permitted by law, you may not do any of the following with respect to any Crashlytics Material you receive or otherwise have access to: (a) modify, reverse engineer, decompile, or disassemble any Crashlytics Material, (b) rent, lease, loan, sell, sublicense, distribute, transmit, or otherwise transfer any Crashlytics Material, (c) make any copy of or otherwise reproduce any Crashlytics Material, (d) remove, alter, or obscure any copyright, trademark or other proprietary rights notice on or in any Crashlytics Material, (e) work around any technical limitations in any Crashlytics Material, or (f) use any Crashlytics Material for purposes for which it is not designed.

3.2 No Responsibility for Beta Applications. If you have any complaints or disputes relating to your use of any Beta Application, you agree to look solely to the applicable Developer of such Beta Application and not Crashlytics. You acknowledge and agree that the applicable Developer, not Crashlytics, is fully responsible for any Beta Application. If you want to terminate this Agreement, you must stop using the Services and delete from your device all Crashlytics Material.

3.3 Consent to Data Processing and Transfer. Irrespective of which country you live in, you authorize Crashlytics to use your information in, and as a result to transfer it to and store it in, the United States and any other country where Crashlytics operates. Privacy and data protection laws in some of these countries may vary from the laws in the country where you live.

3.4 No Compensation. By becoming a Beta Tester, you are acting as a volunteer. You will bear your own costs, including any mobile carrier and data costs, that you incur in connection with your use of the Beta Application or any User Feedback (defined above) that you submit.

3.5 Standard EULA for Beta Applications. You agree to comply with the terms of the Standard EULA in connection with your access and use of any Beta Application of a Developer, unless you agree to comply with a separate license agreement that the Developer provides in connection with such Beta Application, in which case the terms of that separate license agreement will govern.

SECTION 4. WARRANTY, LIABILITY & INDEMNITY

4.1 Warranties. Crashlytics represents and warrants that it has full right, power, and authority to enter into this Agreement and to perform its obligations and duties under this Agreement, and that the performance of such obligations and duties does not conflict with or result in a breach of any other agreement of Crashlytics, or any judgment, order, or decree by which such party is bound. Developer's sole and exclusive remedy for any and all breaches of this provision is the remedy set forth in Section 4.4. Developer represents and warrants that it owns all right, title and interest, or possesses sufficient license rights, in and to the Developer Data as may be necessary to grant the rights and licenses, and provide the representations, and for Crashlytics to provide the Services set forth herein. Developer bears all responsibility and liability for the legality, accuracy and completeness of the Developer Data and Crashlytics's access, possession, distribution, and use thereof, as permitted herein.

4.2 Disclaimers. THE CRASHLYTICS SERVICES, CRASHLYTICS PROPERTIES AND RESULTS ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND. WITHOUT LIMITING THE FOREGOING, CRASHLYTICS AND ITS PARENTS, SUBSIDIARIES, AFFILIATES, RELATED COMPANIES, OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, REPRESENTATIVES, PARTNERS AND LICENSORS (COLLECTIVELY, THE "CRASHLYTICS ENTITIES") MAKE NO WARRANTY (I) THAT THE SERVICES OR RESULTS WILL MEET YOUR REQUIREMENTS OR BE UNINTERRUPTED, ERROR FREE OR BUGFREE, (II) REGARDING THE RELIABILITY, TIMELINESS, OR PERFORMANCE OF THE SERVICES, OR (III) THAT ANY ERRORS IN THE SERVICES CAN OR WILL BE CORRECTED. THE CRASHLYTICS ENTITIES HEREBY DISCLAIM (FOR THEMSELVES AND THEIR SUPPLIERS) ALL WARRANTIES, WHETHER EXPRESS OR IMPLIED, ORAL OR WRITTEN, INCLUDING WITHOUT LIMITATION, ALL IMPLIED WARRANTIES OF NONINFRINGEMENT, MERCHANTABILITY, TITLE OR FITNESS FOR ANY PARTICULAR PURPOSE AND ALL WARRANTIES ARISING FROM ANY COURSE OF DEALING, COURSE OF PERFORMANCE OR USAGE OF TRADE.

4.3 Claims Against Crashlytics. Developer will defend Crashlytics from all third party claims, whether actual or alleged (collectively, "Crashlytics Claims"), and will indemnify Crashlytics and hold Crashlytics harmless from any and all losses, liabilities, damages, costs, and expenses (including reasonable attorney's fees) resulting from such Crashlytics Claims that arise out of Developer's (a) use of the Services, (b) actual or alleged infringement or misappropriation of the rights of any third party, including, without limitation, any intellectual property rights, privacy rights or publicity rights, and (c) breach of any representations and warranties set forth in the Agreement. Developer is solely responsible for defending any such Crashlytics Claims, subject to Crashlytics's right to participate with counsel of its own choosing, and for payment of all judgments, settlements, damages, losses, liabilities, costs, and expenses, including reasonable attorneys' fees, resulting from such Claims against Crashlytics, provided that Developer will not agree to any settlement related to any such Crashlytics Claims without Crashlytics's prior express written consent regardless of whether or not such settlement releases Crashlytics from any obligation or liability. If Developer uses the Services in an official capacity as an employee or representative of a United States federal, state, or local

government entity and is legally unable to accept this indemnification provision, then it does not apply to such entity, but only to the extent as required by applicable law.

4.4 Claims Against Developer. Crashlytics will defend the Developer from all third party claims, actions, suits, or proceedings, whether actual or alleged (collectively, "Developer Claims"), and will indemnify Developer and hold Developer harmless from any and all losses, liabilities, damages, costs, and expenses (including reasonable attorney's fees) resulting from such Developer Claims, that arise out of an allegation that the Services, when used as expressly permitted by this Agreement, infringes the intellectual property rights of such third party. Notwithstanding the foregoing, Crashlytics will have no obligation under this Section 4.4 or otherwise with respect to any infringement claim based upon: (a) any use of the Services not expressly permitted under this Agreement; (b) any use of the Services in combination with products, equipment, software, or data not made available by Crashlytics if such infringement would have been avoided without the combination with such other products, equipment, software, or data; (c) any modification of the Services by any person other than Crashlytics or its authorized agents or subcontractors; or (d) any claim not clearly based on the Services itself. This Section 4.4 states Crashlytics's entire liability and Developer's sole and exclusive remedy for all third party claims.

4.5 Procedure. The foregoing obligations are conditioned on the party seeking indemnification: (a) promptly notifying the other party in writing of such claim; (b) giving the other party sole control of the defense thereof and any related settlement negotiations; and (c) cooperating and, at other party's request and expense, assisting in such defense. Neither party may make any public announcement of any claim, defense or settlement without the other party's prior written approval. The indemnifying party may not settle, compromise or resolve a claim without the consent of the indemnified party, if such settlement, compromise or resolution (x) causes or requires an admission or finding of guilt against the indemnified party, (y) imposes any monetary damages against the indemnified party, or (z) does not fully release the indemnified party from liability with respect to the claim.

4.6 Limitation of Liability. (a) IN NO EVENT WILL EITHER PARTY BE LIABLE TO THE OTHER FOR ANY INDIRECT, SPECIAL, INCIDENTAL, EXEMPLARY, PUNITIVE, OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, OR FOR ANY DAMAGES ASSOCIATED WITH ANY LOSS OF USE, BUSINESS, PROFITS, OR GOODWILL OR FOR INTERRUPTION, LOSS OR CORRUPTION OF DATA OR NETWORKS. (b) IN NO EVENT WILL EITHER PARTY'S AGGREGATE LIABILITY FOR ANY AND ALL CLAIMS UNDER THIS AGREEMENT EXCEED FIFTY ($50.00) DOLLARS (USD). (c) THE FOREGOING LIMITATIONS SHALL NOT APPLY TO BREACHES OF CONFIDENTIALITY OBLIGATIONS OR FOR MISAPPROPRIATION OR INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS, AND SHALL APPLY NOTWITHSTANDING THE FAILURE OF ANY REMEDY PROVIDED HEREIN. THE FOREGOING LIMITATIONS, EXCLUSIONS AND DISCLAIMERS SHALL APPLY TO ANY AND ALL CLAIMS, REGARDLESS OF WHETHER SUCH LIABILITY ARISES FROM ANY CLAIM BASED UPON CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, OR OTHERWISE, AND WHETHER OR NOT THE PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGE. Some states do not allow the exclusion or limitation of incidental or consequential damages, so the above limitation or exclusion may not apply to You. INSOFAR AS APPLICABLE LAW PROHIBITS ANY LIMITATION ON LIABILITY HEREIN, THE PARTIES AGREE THAT SUCH LIMITATION WILL BE AUTOMATICALLY MODIFIED, BUT ONLY TO THE EXTENT SO AS TO MAKE THE LIMITATION COMPLIANT WITH APPLICABLE LAW.

SECTION 5. TERM AND TERMINATION

5.1 Term. The term of this Agreement will begin on the date you first agree to this Agreement and are approved to register for the Services, and continue until terminated as set forth herein ("Term"). Your use of the Services may be terminated by Crashlytics or you at any time, for any reason, effective immediately upon notice provided by one party to the other party as set forth herein.

5.2 Effects of Termination. Upon any expiration or termination of this Agreement, all rights, obligations and licenses of the parties shall cease, except that (a) all obligations that accrued prior to the effective date of termination and all remedies for breach of this Agreement shall survive, (b) you must discontinue accessing and using the Services and delete all Software, Crashlytics Properties, and Crashlytics Material, and (c) the provisions in Section 2 titled Restrictions, Developer Feedback, Confidentiality, Proprietary Rights, General Learning; Aggregate Data, the provisions of Section 4 and the provisions in this Section 5 shall survive. Crashlytics has no obligation to store, delete or return any User Feedback, Performance Data, Developer Data, or Results.

6. MISCELLANEOUS

6.1 Entire Agreement. This Agreement (which includes any order form completed by Developer) constitutes the entire agreement, and supersede all prior negotiations, understandings, or agreements (oral or written), between the parties about the subject matter of this Agreement.

6.2 Waivers, Consents and Amendments. No waiver, consent, or modification of this Agreement shall bind the Crashlytics Entities unless in writing and signed by Crashlytics. Crashlytics may amend this Agreement from time to time. If we make a change to this Agreement that, in our sole discretion, is material, we will notify you at the email address that you provided upon signing up to access the Services or upon signing up to access the Crashlytics Fabric services, at crashlytics.com, or otherwise through the Services. If you do not agree to the modified terms, you shall notify Crashlytics in writing within thirty (30) days, after which your right to access and use the Services shall immediately terminate and the Crashlytics Entities shall have no further responsibility or liability to you. The failure of either party to enforce its rights under this Agreement at any time for any period will not be construed as a waiver of such rights.

6.3 Severability. If any provision of this Agreement is determined to be illegal or unenforceable, that provision will be limited or eliminated to the minimum extent necessary so that this Agreement will otherwise remain in full force and effect and enforceable.

6.4 Governing Law and Disputes. This Agreement shall be governed by and construed in accordance with the laws of the State of California, without regard to its conflicts of law provisions. (a) Except as set forth in Section 6.4(b) below, all claims arising out of or relating to this Agreement or the Services ("Disputes") will be governed by California law, excluding California's conflict of laws rules, and all Disputes will be litigated exclusively in the federal or state courts of Santa Clara County, California, USA, and You and Crashlytics consent to personal jurisdiction in those courts. (b) If Your principal place of business (for entities) or place of residence (for individuals) is in any country within APAC (other than Australia, Japan, New Zealand or Singapore) or Latin America, this Section 6.4(b) will apply instead of Section 6.4(a) above. ALL DISPUTES (AS DEFINED ABOVE) WILL BE GOVERNED BY CALIFORNIA LAW, EXCLUDING CALIFORNIA'S CONFLICT OF LAWS RULES. The parties will try in good faith to settle any Dispute within 30 days after the Dispute arises. If the Dispute is not resolved within 30 days, it must be resolved by arbitration by the American Arbitration Association's International Centre for Dispute Resolution in accordance with its Expedited Commercial Rules in force as of the date of this Agreement ("Rules"). The parties will mutually select one arbitrator. The arbitration will be conducted in English in Santa Clara County, California, USA. Either party may apply

to any competent court for injunctive relief necessary to protect its rights pending resolution of the arbitration. The arbitrator may order equitable or injunctive relief consistent with the remedies and limitations in this Agreement. Subject to the confidentiality requirements in of this Agreement, either party may petition any competent court to issue any order necessary to protect that party's rights or property; this petition will not be considered a violation or waiver of this governing law and arbitration section and will not affect the arbitrator's powers, including the power to review the judicial decision. The parties stipulate that the courts of Santa Clara County, California, USA, are competent to grant any order under this subsection. The arbitral award will be final and binding on the parties and its execution may be presented in any competent court, including any court with jurisdiction over either party or any of its property. Any arbitration proceeding conducted in accordance with this section will be considered Confidential Information under this Agreement's confidentiality section, including (i) the existence of, (ii) any information disclosed during, and (iii) any oral communications or documents related to the arbitration proceedings. The parties may also disclose the information described in this section to a competent court as may be necessary to file any order under this section or execute any arbitral decision, but the parties must request that those judicial proceedings be conducted in camera (in private). The parties will pay the arbitrator's fees, the arbitrator's appointed experts' fees and expenses, and the arbitration center's administrative expenses in accordance with the Rules. In its final decision, the arbitrator will determine the non-prevailing party's obligation to reimburse the amount paid in advance by the prevailing party for these fees. Each party will bear its own lawyers' and experts' fees and expenses, regardless of the arbitrator's final decision. (c) If Your principal place of business (for entities) or place of residence (for individuals) is in Greece, all Disputes (as defined above) will be governed by Greek law and the parties submit to the exclusive jurisdiction of the courts of Athens in relation to any Dispute.

6.5 Force Majeure. In the event that either party is prevented from performing, or is unable to perform, any of its obligations under this Agreement (except payment obligations) due to any cause beyond its reasonable control, the affected party shall give written notice thereof to the other party and its performance shall be extended for the period of delay or inability to perform due to such occurrence.

6.6 Notices. Any notice or communication hereunder shall be in writing and either personally delivered or sent via confirmed facsimile, confirmed electronic transmission, recognized express delivery courier or certified or registered mail, prepaid and return receipt requested, addressed to the other party, which, in the case of Developer, shall be the email address provided to Crashlytics upon signing up for the Services or upon signing up to access the Crashlytics Fabric services, and, in the case of Crashlytics, shall be Google Inc. 1600 Amphitheatre Parkway, Mountain View, CA 94043, USA, with a copy to Legal Department. All notices shall be in English, and deemed to have been received when they are hand delivered, or five business days after their mailing, or upon confirmed electronic transmission or confirmed facsimile transmission.

6.7 Assignment. This Agreement and the rights and obligations hereunder may not be assigned, transferred or delegated, in whole or in part, whether voluntarily or by operation of law, contract, merger (whether Developer is the surviving or disappearing entity), stock or asset sale, consolidation, dissolution, through government action or otherwise, by Developer without Crashlytics's prior written consent. Any assignment or transfer in violation of the foregoing shall automatically be null and void, and Crashlytics may immediately terminate this Agreement upon such an attempt. This Agreement shall be binding upon, and inure to the benefit of, any permitted successors, representatives, and permitted assigns of the parties hereto.

6.8 Independent Contractors. The parties shall be independent contractors under this Agreement, and nothing herein will constitute either party as the employer, employee, agent, or representative of the other party, or both parties as joint venturers or partners for any purpose.

Appendix A - Standard EULA

You, the Beta Tester, and the Developer ("Licensor") of the Beta Application you access and use via the Services agree to comply with the terms of this EULA in connection with your access and use of such Beta Application (the "Application").

1. Relationship between the Parties. Licensor and the Beta Tester acknowledge that this Standard EULA is entered into by and between Licensor and the Beta Tester only, and not with Google Inc.and its worldwide affiliates ("Crashlytics"), and Licensor, not Crashlytics, is solely responsible and liable for the Application accessed and used by the Beta Tester, including (i) any related maintenance and support, (ii) any and all express, implied, or statutory warranties associated with the Application, and (iii) any disputes or claims arising out of or related to the access and use of the Application.

2. License. Subject to your compliance with this Standard EULA, the Licensor grants you a limited, nonexclusive, non-assignable, non-sublicensable license to access, download, and use the Application and any related documentation made available to you by the Licensor, solely for beta testing purposes. Licensor reserves all right, title, and interest in the Application not expressly granted to you, including but not limited to intellectual property rights. To the maximum extent permitted by law, you may not do any of the following with respect to the Application: (a) modify, reverse engineer, decompile, or disassemble the Application; (b) rent, lease, loan, sell, sublicense, distribute, transmit, or otherwise transfer the Application; or (c) make any copy of or otherwise reproduce the Application. This license is effective until terminated by you or the Licensor. Your rights under this license will terminate automatically without notice from the Licensor if you fail to comply with any term of this Standard EULA. Upon termination of the license, you shall cease all use of the Application, and destroy all copies, full or partial, of the Application.

3. Consent to Data Processing and Transfer. Irrespective of which country you live in, you authorize us to use your information in, and as a result to transfer it to and store it in, the United States and any other country where we or Crashlytics operate. Privacy and data protection laws in some of these countries may vary from the laws in the country where you live.

4. No Compensation. By becoming a Beta Tester, you are acting as a volunteer. You will bear your own costs, including any mobile carrier and data costs, that you incur in connection with your use of the Application or any User Feedback (defined in Section 2 above) that you submit.

5. User Feedback. You agree to use reasonable efforts to beta test any application downloaded from the Services. User Feedback shall be owned by the Licensor. You hereby assign all of your right, title, and interest in and to any User Feedback to Licensor and acknowledge that Licensor has the unrestricted right to use and exploit such User Feedback in any manner, with or without attribution, and without compensation or any duty to account to you for such use.

6. Confidentiality. The Application and related information that Licensor provides to you are Licensor's confidential information. You will not disclose information about the Application or any other Licensor confidential information to anyone other than Licensor's employees, unless Licensor gives you written permission. For example, do not share screenshots or video clips of the Application with your friends, family, coworkers, or the media. You will also take reasonable precautions to prevent anyone from obtaining Licensor's confidential information. For example, you should restrict

access to your mobile device, prevent others from watching you use the Application, and not create any screenshots or video clips of the Application.

7. Disclaimer. THE APPLICATION IS A TEST VERSION THAT IS MADE AVAILABLE TO YOU FOR TESTING AND EVALUATION PURPOSES ONLY. THE APPLICATION IS NOT READY FOR COMMERCIAL RELEASE AND MAY CONTAIN BUGS, ERRORS, AND DEFECTS. ACCORDINGLY, THE APPLICATION IS PROVIDED "AS IS," WITH ALL FAULTS, DEFECTS, AND ERRORS, AND WITHOUT WARRANTY OF ANY KIND. LICENSOR AND ITS SUPPLIERS DISCLAIM ALL WARRANTIES (EXPRESS, IMPLIED, ARISING BY LAW, OR OTHERWISE) REGARDING THE APPLICATION AND ITS PERFORMANCE OR SUITABILITY FOR YOUR INTENDED USE, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NONINFRINGEMENT.

8. Limitation of Liability. EXCEPT TO THE EXTENT PROHIBITED BY LAW, IN NO EVENT WILL LICENSOR OR ITS SUPPLIERS BE LIABLE (UNDER ANY THEORY OF LIABILITY) FOR PERSONAL INJURY OR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL OR SPECIAL DAMAGES (INCLUDING FOR LOSS OF DATA, LOSS OF CONTENT, LOSS OF IN-APPLICATION FEATURES, LOSS OF PROFITS, OR BUSINESS INTERRUPTION) ARISING OUT OF OR RELATED TO YOUR USE OF OR INABILITY TO USE THE APPLICATION, EVEN IF LICENSOR AND/OR ITS SUPPLIERS HAS/HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. SOME JURISDICTIONS DO NOT ALLOW THE FOREGOING LIMITATIONS OF LIABILITY, SO THESE LIMITATIONS MAY NOT APPLY TO YOU. IN NO EVENT SHALL LICENSOR AND ITS SUPPLIERS' AGGREGATE LIABILITY ARISING FROM YOUR USE OR INABILITY TO USE THE APPLICATION EXCEED FIFTY UNITED STATES DOLLARS (US $50.00).

AviarySDK

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