

Terms of Use

This iPhone Application License Agreement (“**Agreement**”) governs your access to and use of the Aha iPhone software application (the “**Application**”), any text, graphics, audio, images, data, messages, information or other materials available through the Application (“**Content**”), and the services provided through your use of the Application (the “**Service**”).

Please review this Agreement carefully. This Agreement is a binding legal agreement between you and Harman International Industries, Incorporated, referred to herein as (“**Aha**”).

Aha is willing to license the Application to you only upon the condition that you accept all the terms contained in this Agreement. By downloading, installing, accessing or using the Application, you have acknowledged that you understand all the terms contained in this Agreement and agree to be bound by the terms and conditions of this Agreement. If you do not accept this Agreement, then you may not install or use the Application and must uninstall and delete it immediately.

Account Registration

In order to access, use or receive certain services, you will need to register and create an account (“**Account**”). In creating an Account, you represent that you are of legal age to form a binding contract and are not a person barred from receiving services. You additionally represent that you have reviewed and agree to abide the terms and conditions of Aha’s Privacy Policy posted on the Aha website (ahamobile.com) (the “**Aha Site**”).

When creating an Account, you will be required to provide certain personal information about yourself and establish a username and a password. You agree to provide accurate, current and complete information about your Account. All personal information is collected and used in accordance with Aha’s Privacy Policy which is posted on the Aha Site. Aha reserves the right to terminate your license if you violate the terms of this Agreement or Aha’s Privacy Policy.

License to Application

Subject to your compliance with this Agreement, Aha grants you a non-exclusive, non-transferable single user license to download and install one copy of the Application to your iPhone mobile device, and to access and use the Service, solely for your own personal, non-commercial use. You may not nor assist or direct any third person to: (i) copy, modify or distribute the Application for any purpose; (ii) disassemble, decompile, reverse engineer or otherwise convert any part of the Application to source code or a human-perceivable form; (iii) adapt, modify or create a derivative work of the Application (iv) transfer, sublicense, lease, lend, rent or otherwise distribute the Application or the Service to any third party; (v) decompile, reverse-engineer, disassemble, or create derivative works of the Application or the Service; (vi) make the functionality of the Application or the Service available to multiple users through any means; or (vii) use the Service in any unlawful manner, for any unlawful purpose, or in any manner inconsistent with this Agreement; (viii) remove, alter or delete any markings or statement regarding the author of the Application or any trademark, service mark, copyright notice or proprietary notice affixed thereto; or (ix) take any action that jeopardizes, limits or interferes with Aha’s ownership and rights in the Application.

Shouts

You may post, upload, submit or otherwise transmit audio, text, graphics, information or other materials to be made available through the Service (“**Shouts**”). By uploading, posting, submitting or otherwise transmitting any Shouts through the Service, you hereby grant to Aha a worldwide, irrevocable, perpetual, non-exclusive, transferable, royalty-free license, with the right to sublicense, to use, copy, adapt, modify, distribute, license, sell, transfer, publicly display, publicly perform, transmit, stream, broadcast and otherwise exploit such Shouts through or by means of the Service. Aha does not claim any ownership rights in any such Shouts and nothing in this Agreement will be deemed to restrict any rights that you may have to such Shouts.

You acknowledge and agree that you are solely responsible for all Shouts that you make available through the Service. Accordingly, you represent and warrant that: (i) you either are the owner of all Shouts that you

make available through the Service or you have all rights, licenses, consents and releases that are necessary to grant to Aha the rights in such Shouts, as contemplated under this Agreement; and (ii) neither the Shouts nor your submission or transmittal of the Shouts or Aha's use of the Shouts (or any portion thereof) on, through or by means of the Service will infringe, misappropriate or violate a third party's intellectual property rights, or rights of publicity or privacy, or result in the violation of any applicable law or regulation.

General Prohibitions

You may not make or leave Shouts that:

- Violate this Agreement or the Aha Rules for Shouts (which are posted on the Aha Site);
- Are advertisements or endorsements of a product or service;
- Are misdirected or inappropriate for the forum or category for which it was submitted;
- Are useless or of no value to others;
- Promote violence, hate, discrimination, or any illegal activities;
- Are defamatory, obscene, pornographic, vulgar or offensive;
- Are harassing, threatening or insulting to others;
- Violate the privacy, publicity, moral or any other proprietary right of others; or
- Are knowingly false or intended to mislead, confuse, or deceive others.

You should be aware that we do not automatically monitor or have control over all publications of Shouts and Aha will not be responsible for any malicious or inappropriate use of Shouts by any third party, provided however, we reserve the right at all times and for any reason to remove or refuse to distribute any Shouts you provide through the Service that violate this Agreement. We also reserve the right to investigate and prosecute violations of any of the above and/or involve and cooperate with law enforcement authorities in prosecuting users who violate the Agreement. You acknowledge that Aha has no obligation to monitor your access to or use of the Service but has the right to do so for the purpose of operating the Service to ensure your compliance with this Agreement, or to comply with applicable law or the order or requirement of a court, administrative agency or other governmental body.

Ownership

The Application and the Service is protected by copyright, trademark, and other laws of the United States and foreign countries. Except as expressly provided in this Agreement, Aha and its licensors exclusively own all right, title and interest in and to the Application and the Service, including all associated intellectual property rights. You may not remove, alter or obscure any copyright, trademark, service mark or other proprietary rights notices incorporated in or accompanying the Application and the Service. You acknowledge and agree that any feedback, comments or suggestions you may provide regarding the Application or the Service ("**Feedback**") will be the sole and exclusive property of Aha and you hereby irrevocably assign to Aha all of your right, title and interest in and to all Feedback.

Third Party Services

The Service contains Content provided by third party services and resources ("**Third Party Services**"). You acknowledge and agree that Aha is not responsible and will have no liability to you for: (i) the availability or accuracy of such Third Party Services; or (ii) the content, products, or services available on or through such Third Party Services. The availability of such Third Party Services does not imply any endorsement by Aha of such Third Party Services or the content, products, or services available therefrom. You acknowledge sole responsibility for and assume all risk arising from your use or reliance of any Third Party Services.

Termination

If you breach any of the terms of this Agreement, Aha will have the right to immediately suspend, disable or terminate your Account or your access to or use of the Service. Aha will not be liable to you or any third party for termination of your access or use of the Service. Any suspension or termination will not affect your obligations to Aha under this Agreement (including, without limitation, ownership, confidentiality, indemnification and limitation of liability), which are intended to survive such suspension or

termination. In the event of the termination of this Agreement, you will immediately cease all use of the Application and Software.

Limitation of Transfer

The Application and this license to use the Service is transferable to a third person in event of any transfer of ownership of the device upon which the Application is installed, provided that: (i) you transfer the Application as a whole and without modification; (ii) all copyright notices and proprietary markings remain affixed to the Application; and (iii) the transferee agrees to be bound by the terms and conditions of this Agreement in connection with the use of the Application. The terms and conditions of this Agreement will bind and inure to the benefit of such permitted transferees.

Use of the Service at Your Own Risk

Your access to and use of the Service is at your own risk. You acknowledge and agree that you are responsible for using the Application and accessing the Service at all times in a safe manner and when traffic conditions permit and Aha disclaims any and all liability associated with your use of the Application and the Service. You also acknowledge that by using the Service, you may be exposed to Content that might be inaccurate, incomplete, delayed, unreliable, offensive, harmful or otherwise inappropriate material. Under no circumstances will Aha be liable to you or any third party in any way for any Content, including, but not limited to, any errors or omissions in any Content, or any loss or damage of any kind incurred as a result of the use of any Content transmitted or otherwise made available via the Service. You agree that Aha has no responsibility or liability for the deletion of, or the failure to store or to transmit, any Content and other communications maintained by the Service.

Disclaimers

You understand and agree that the Application and the Service are provided to you “AS IS” and on an “AS AVAILABLE” basis without any express warranty to you whatsoever. Without limiting the foregoing, AHA EXPLICITLY DISCLAIMS ANY AND ALL STATUTORY WARRANTIES INCLUDING WITHOUT LIMITATION, THE WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, QUIET ENJOYMENT, NON-INFRINGEMENT AND ALL WARRANTIES ARISING OUT OF COURSE OF DEALING OR USAGE OF TRADE. No advice or information, whether oral or written, obtained from Aha or through the Service will create any warranty not expressly made herein. No one, including Aha’s employees are authorized to create, modify, extend or otherwise make any warranty on behalf of Aha unless such warranty is made in writing signed by a duly authorized representative of Aha.

Aha makes no warranty that the Application or the Service will meet your requirements or be available on an uninterrupted, secure, or error-free basis. Aha makes no warranty regarding the quality of any products, services or Content provided through the Service or the accuracy, timeliness, truthfulness, completeness or reliability of any Content provided through the Service. Aha disclaims any and all liability associated with the performance of the Application and the Service, including any traffic information, estimations of travel time, or directions and/or routes provided by the Service.

Indemnity

You agree to defend, indemnify, and hold Aha, its officers, directors, employees and agents, harmless from and against any claims, liabilities, damages, losses, and expenses, including, without limitation, reasonable legal and accounting fees, arising out of or in any way connected with your access to or use of the Application or Service or your violation of this Agreement.

Limitation of Liability

IN NO EVENT WILL AHA, INCLUDING ITS AFFILIATES, PARENT COMPANY, SHAREHOLDERS, DIRECTORS, OFFICERS, EMPLOYEES OR AGENTS, BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY INCIDENTAL, INDIRECT, SPECIAL, REMOTE, EXEMPLARY, PUNITIVE OR CONSEQUENTIAL DAMAGES, INCLUDING AND WITHOUT LIMITATION, COSTS OF PROCUREMENT OF SUBSTITUTE OR REPLACEMENT PRODUCTS, LOSS OF INFORMATION, DATA OR CONTENT, LOSS OF REVENUE OR PROFITS OR ATTORNEY’S FEES, ARISING FROM OR CAUSED BY, DIRECTLY OR INDIRECTLY, YOUR USE OF OR INABILITY

TO USE THE APPLICATION OR SERVICE, ANY CONDUCT OR CONTENT OF ANY THIRD PARTY ON THE SERVICE, INCLUDING WITHOUT LIMITATION, ANY DEFAMATORY, OFFENSIVE OR ILLEGAL CONDUCT OF OTHER USERS OR THIRD PARTIES, ANY CONTENT OBTAINED FROM THE SERVICE; AND REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT, STRICT LIABILITY OR OTHERWISE AT LAW OR IN EQUITY, EVEN IF AHA HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THIS LIMITATION WILL BE EFFECTIVE EVEN IF ANY REMEDY IN THIS AGREEMENT OR OTHERWISE PROVIDED BY AHA FAILS OF ITS ESSENTIAL PURPOSE. TO THE EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL AHA'S TOTAL AND AGGREGATE LIABILITY FOR ANY AND ALL CLAIMS UNDER THIS AGREEMENT OR ARISING FROM THE APPLICATION AND SERVICE, REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT, STRICT LIABILITY OR OTHERWISE, AT LAW OR IN EQUITY, EXCEED \$100.00.

Exclusions

Some jurisdictions do not allow the exclusion of certain warranties or the exclusion or limitation of liability for consequential or incidental damages, so the limitations above may not apply to you.

Irreparable Harm

Your breach or threatened breach of any provision of this Agreement will cause irreparable harm to Aha for which a remedy at law would be inadequate. Aha is entitled to seek all available remedies at law and in equity, including injunctive relief, to enforce any provision of this Agreement and to restrain you from adapting, disclosing, distributing, modifying, publishing, transferring, using or otherwise disposing of the Application, in whole or in part, directly or indirectly, in breach of this Agreement.

U.S. Government Restricted Rights.

Use, duplication and disclosure by the U.S. Government is subject to restrictions set forth in this Agreement.

Export Restrictions.

You will obey the laws and regulations of the United States governing exports and re-exports of the Application.

Entire Agreement.

This Agreement is the complete and final agreement between you and Aha with respect to the subject matter of this Agreement. To the extent that any terms of any Aha policies or programs for support services conflict with the terms of this Agreement, the terms of this Agreement will control. Any waiver, modification or amendment of any provision of this Agreement will be effective only if in writing and signed by authorized representatives of both parties.

Severability.

If any court or other tribunal of competent jurisdiction finds or holds any provision of this Agreement to be void, invalid, illegal or otherwise unenforceable the remaining provisions of this Agreement will remain in full force and effect.

Governing Law

This Agreement shall be governed by and construed in accordance with the substantive laws of the state of California, excluding all applicable laws pertaining to conflicts of law and excluding the United Nations Convention on Contracts for the International Sale of Goods.

Revised and Effective as of November 22, 2010.