

SOFTWARE DEVELOPMENT KITS TERMS OF USE (“SDK TOU”)

1. GENERAL

Capitalized terms not otherwise defined in this SDK TOU have the meanings assigned to them in the Master Agreement. This SDK TOU applies when Customer has selected any Digital Solutions containing a Panasonic SDK (as defined herein), including by way of example, App Manager, WiFi Portal, and Connect API.

2. DESCRIPTION

Panasonic has implemented an open platform developer program, located at <https://hangar.panasonic.aero>, through which Customer and its designated developer(s) can access Panasonic SDKs to develop applications for use on the Panasonic IFS installed onboard Customer aircraft.

3. DEFINITIONS

“**API**” means an application programming interface.

“**Authorized Application**” means a software application, or part of a software application, that Customer or its Authorized Developer develops using the SDK in accordance with the Master Agreement, solely for integration into the IFS installed in Customer’s Aircraft.

“**Authorized Developer**” means a nonparty developer whom Customer has contracted to develop one or more Authorized Applications. Authorized Developer must not be a competitor of Panasonic.

“**Illicit Code**” means computer instructions in the Authorized Application that may interfere with Panasonic’s use of the Authorized Application as provided in this Agreement. Illicit Code includes the items detailed in the **Malware** Section of this SDK TOU.

“**Integrated Code**” means a portion of the SDK or a specific API that may be embedded or integrated into the Authorized Application to enable the Authorized Application to run correctly on the IFS.

“**Prohibited Open Source**” means:

- (a) any code that contains or is derived in any manner (in whole or in part) from software that is distributed where any person can be a licensee without notice to the licensor or subject to licensing or distribution models similar to the GNU’s General Public License or Lesser/Library GPL; the Artistic License (e.g., PERL); the Mozilla Public License; the Netscape Public License; the Sun Community Source License; the Sun Industry Source License; or
- (b) any code that is licensed pursuant to any of the following terms:
 - (i) terms by which use of that code grants, or purports to grant, to any nonparty, any rights or immunities under Intellectual Property Rights, including use of a code in a manner that requires, as a condition of use, that other software incorporated into, derived from or distributed with such open source software be (A) disclosed or distributed in source-code form, (B) licensed for the purpose of making derivative works, or (C) be redistributable at no charge or for a nominal charge, or
 - (ii) any requirement for any patent non-assertion or patent license by Panasonic, or
 - (iii) any attribution requirements other than to maintain notices within the source code of the Authorized Application, in whole or in part. “Prohibited Open Source” is exclusive of the term “Open Source Platform.”

“**Open Source Platform**” means the Open Source software stack for devices, as made available under the Open Source Project, which is located at the following URL: <http://source.android.com/>, as updated from time to time.

“SDK” means all documentation, software (source code and object code), applications, sample code, emulator, tools, libraries, APIs, data, files and materials, Panasonic provides to Customer, and any Updates. The SDK also includes the Open Source Platform system files.

“Updates” means bug fixes, service packs, upgrades, enhancements, modifications, new releases or new versions of the SDK.

4. SDK USE

4.1 Use. Customer and its Authorized Developers (if any) shall only use the SDK in accordance with (a) the Master Agreement and this SDK TOU, (b) all documentation Panasonic provides, and (c) all laws and regulations. Customer shall ensure that it always uses, and shall ensure that its Authorized Developers always use, the most recent version of the SDK.

4.2 Authorized Developers. To the extent that Customer grants a sublicense to an Authorized Developer, Customer shall, and shall ensure that each Authorized Developer shall:

- (a) only provide and make available the SDK to Authorized Developers to the extent necessary for the Authorized Developer to develop, test, debug and maintain and support Authorized Applications;
- (b) not grant a sub-licence of rights that exceed the rights granted to Customer under the Master Agreement;
- (c) impose on the Authorized Developer written obligations in any agreement with them which involves their use of the SDK, at least as restrictive as those contained in the Master Agreement; and
- (d) not permit continued access to the SDK to any person who is no longer an Authorized Developer.

Customer shall be responsible for the acts and omissions of the Authorized Developer in relation to using the SDK to develop Authorized Applications for Customer and shall fully indemnify and hold harmless all Panasonic Indemnitees for any breach of the Master Agreement, including these SDK TOU and Access Policy.

4.3 Audit. If Panasonic reasonably believes that Customer is not acting in compliance with this Agreement, Panasonic may, either directly or by a representative, audit Customer’s records to ensure compliance.

5. AUTHORIZED APPLICATIONS

5.1 Compliance. All Authorized Applications and their intended use must comply with applicable laws and regulations, including those of the United States of America and the laws of the Customer’s country of registration.

5.2 Solely for Customer’s Aircraft. Authorized Applications are solely for Customer’s use on its own Aircraft. Customer shall not distribute, transfer, sell, or license the Authorized Applications to any nonparty without Panasonic’s prior written approval.

5.3 Interference or Impairment. Authorized Applications must not in any way, either by themselves or in combination with any other software, system, product or network, interfere with or impair the proper functioning of the IFS.

5.4 Illegal Acts. Authorized Applications must not be developed with the intent of committing any crime or any other illegal acts. Authorized Applications must not link to any content or perform any function that is, illegal, defamatory, obscene, or that breaches privacy right.

- 5.5 Personal Data. To the extent applicable, Customer and its Authorized Developers must, in their collection, processing, disclosure or other use of any Personal Data for any purpose arising out of or in connection with the Authorized Application, adhere to the requirements of all laws and legal requirements, including data protection and privacy. Customer and its Authorized Developers must, where required and in the manner privacy law requires, use Personal Data only for purposes arising out of or in connection with the Master Agreement.
- 5.6 Infringement. Authorized Applications must not contain or otherwise infringe the Intellectual Property Rights of a nonparty.
- 5.7 Malware. Authorized Applications submitted for deployment on the aircraft must not contain or be used to access, intentionally or otherwise, any virus, Trojan horse, worm, backdoor, shutdown mechanism, malicious code, sniffer, bot, drop-dead mechanism, spyware or any other software that could or is intended to cause damage to, disable, corrupt or cause unauthorized access to the Panasonic IFS or any other aircraft system ("**Malware**"). If Panasonic discovers any Malware in any Authorized Application, Panasonic will not allow the Authorized Application to be deployed on the IFS.
- 5.8 Prohibited Open Source. Authorized Applications will not contain any Prohibited Open Source.
- 5.9 Testing and Approval. Customer shall submit all Authorized Applications to Panasonic for test, integration and approval before the Authorized Applications are integrated into the IFS. This approval is at Panasonic's sole discretion. Panasonic may refuse to allow the integration of any Authorized Application if Panasonic reasonably believes that it does not comply with this Section 5.
- 5.10 Delivery Format. Customer shall deliver Authorized Applications to Panasonic in the format Panasonic specifies for testing and development purposes, and as the SDK may more fully specify.
- 5.11 Correcting Errors. Customer will be responsible for correcting any errors within the Authorized Applications to the extent Panasonic finds and identifies those errors during the test and integration process.
- 5.12 Technical Requirements. Customer shall comply with the minimum technical requirements for use of the SDK and shall ensure that Customer's Authorized Developers comply with these requirements.