Kindi secureSWF End User License Agreement

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THIS SOFTWARE AND THE ACCOMPANYING FILES ARE PROVIDED ON AN "AS IS" BASES AND YOU ASSUMING FULL RESPONSIBILITY FOR DETERMINING THE SUITABILITY OF THE PROGRAM AND FOR RESULTS OBTAINED. KINDI DISCLAIMS ALL WARRANTIES RELATING TO THIS SOFTWARE, WHETHER EXPRESSED OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FREE OF DEFECTS OR FITNESS FOR A PARTICULAR PURPOSE.

This End User License Agreement constitutes a valid and binding agreement between, Kindi LLC and You, the user, for the use of SecureSWF Software. You enter into this Agreement by clicking on the ACCEPT button in order to be able to install and use SecureSWF Software. Furthermore, by installing and (continuously) using SecureSWF You agree to be bound by the terms of this Agreement and any new versions hereof.

Electronic Signatures and Agreement(s): You acknowledge and agree that by clicking on the ACCEPT button or similar buttons or links as may be designated by Kindi to show Your approval of any foregoing texts and/or to download and install SecureSWF Software, You are entering into a legal binding contract. You hereby agree to the use of electronic communication in order to enter into contracts, place orders and other records, policies completed through the SecureSWF. Furthermore, You hereby waive any rights or requirements under any laws or regulations in any jurisdiction which require an original (non-electronic) signature or delivery or retention of non-electronic records, to the extent permitted under applicable mandatory law.

Article 1. Definitions

In this Agreement the following capitalized definitions are being used, singular as well as plural.

1.1 Affiliate: any corporation, company or other entity that directly or indirectly controls, is controlled by, or is under common control with, Kindi. For the purpose of this definition, the word "control" shall mean the direct or indirect ownership of more than fifty percent (50%) of the outstanding voting stock of the corporation, company, or other entity.

1.2 Agreement: this End User License Agreement, as may be renewed, modified and/or amended from time to time.

1.3 Documentation: any online or otherwise enclosed documentation provided by Kindi.

1.4 Effective Date: the date on which this Agreement is entered into by clicking on the ACCEPT button as stated above.

1.5 IP Rights: any and all intellectual property rights, including but not limited to copyrights, trademarks and patents, as well as know how and trade secrets contained in or relating to the Kindi software, applications, systems, solutions and documentation, Kindi Website, or the Kindi Promotional Materials.

1.6 Kindi: refers to the company established under the laws of the Hashimate Kingdom of Jordan, Kindi for Security Software Solutions Co., with its address at iPARK, Royal Scientific Society, Amman, Jordan ,

1.7 SecureSWF API: application program interface consisting of the set of routines utilized by SecureSWF to provide SecureSWF functionality for a given platform or operating system, SecureSWF API being included in or linked to SecureSWF.

1.8 SecureSWF Online Material: the SecureSWF banner available for download on Kindi Website, consisting of a SecureSWF logo and a link to the Kindi Website.

1.9 Kindi Promotional Materials: any and all trademarks, names, signs, logos, banners, Kindi Online Material and any other materials, in whatever form, owned and/or used by Kindi for the promotion of its company, its products and activities.

1.10 SecureSWF: the software created and distributed by Kindi for Adobe's Flash SWF file format protection, including without limitation the SecureSWF API, UI and Documentation, as well as any future programming fixes, updates and upgrades thereof.

1.11 Kindi Staff: the officers, directors and employees of Kindi or its Affiliates, or any other persons hired by Kindi or its Affiliates in relation with the execution of this Agreement.

1.12 Kindi Website: any and all elements, contents and the "look and feel" of the website available among other URL's- under the URLs www.kindi.com, www.kindi.net, www.Secureswf.com and www.Secureswf.net from which website SecureSWF can be downloaded.

1.13 Terms of Service: means the agreement between Kindi and You for the use of SecureSWF.

1.14 UI: the user interface of the SecureSWF.

1.15 You: you, the end user of SecureSWF, also used in the form (Your) where applicable.

Article 2. License and Restrictions

2.1 License. Subject to the terms of this Agreement, Kindi hereby grants You a limited, personal, non-exclusive, non-sublicensable, non-assignable, not free license to download, install and use SecureSWF on Your computer, for the sole purpose of personally using the SWF files format securing functionalities provided by SecureSWF.

2.2 No Granting of Rights to Third Parties. You will not sell, assign, rent, lease, distribute, export, import, act as an intermediary or provider, or otherwise grant rights to third parties with regard to any or all editions of SecureSWF or any part thereof.

2.3 No Modifications. You will not undertake, cause, permit or authorize the modification, creation of derivative works, translation, reverse engineering, decompiling, disassembling or hacking of SecureSWF or any part thereof.

2.4 Third Parties. You acknowledge and agree that SecureSWF may be incorporated into, and may incorporate itself, software and other technology owned and controlled by third parties. Kindi emphasizes that it will only incorporate such third party software or technology for the purpose of (a) adding new or additional functionality or (b) improving the technical performance of SecureSWF. Any such third party software or technology that is incorporated in SecureSWF falls under the scope of this Agreement. Any and all other third party software or technology that may be distributed together with SecureSWF will be subject to you explicitly accepting a license agreement with that third party. You acknowledge and agree that you will not enter into a contractual relationship with Kindi or its Affiliates regarding such third party software or technology and you will look solely to the applicable third party and not to Kindi or its Affiliates to enforce any of your rights.

2.5 New Versions of SecureSWF: Kindi, in its sole discretion, reserves the right to add or/and remove additional features or functions, or to provide programming fixes, updates and upgrades, to SecureSWF. You acknowledge and agree that Kindi has no obligation to make available to You any subsequent versions of SecureSWF. You also agree that you may have to enter into a renewed version of this Agreement, in the event you want to download, install or use a new version of SecureSWF. Furthermore, You acknowledge and agree that Kindi, in its sole discretion, may modify or discontinue or suspend Your ability to use the any edition of any version of SecureSWF, or terminate any license hereunder, at any time, with immediate effect and without recourse to the courts. Kindi also may suspend or terminate any license hereunder and disable any versions of SecureSWF You may already have accessed or installed without prior notice at any time with immediate effect and without recourse to the courts. Kindi will not accept any liability in relation to the direct or indirect damages caused by (1) the release and/or the absence of release of new ver-

sions of SecureSWF and (2) by the suspension or termination of this Agreement by Kindi and/or by You.

2.6 Paid Services. This Agreement applies to downloading, installing and using SecureSWF. The use of any paid services which may be offered by Kindi or its Affiliates, is subject to additional Terms of Service that might be published on Kindi Website.

Article 3. Exceptions to License Restrictions

3.1 Distribution of SecureSWF: You are not allowed to distribute any/all of the editions of SecureSWF under this Agreement.

3.2 Distribution of SecureSWF API. You are not allowed to distribute SecureSWF API under this Agreement.

3.3 Use of SecureSWF API: You may NOT make use of and/or modify SecureSWF API, including for the sole purpose of enabling Your application to connect with SecureSWF.

3.4 Any other Exceptions. If You are interested in doing anything else than permitted under this Agreement, You will have to obtain Kindi's previous written consent and explicitly agree upon any further (commercial) terms.

3.5 SecureSWF Promotional Materials. Nothing in this Agreement will give you any right to use any/all of SecureSWF Promotional Materials.

Article 4. Permission to Utilize

4.1 Permission to utilize on Your computer. In order to receive the benefits provided by SecureSWF, You hereby grant permission for SecureSWF to utilize the processor and bandwidth of Your computer for the limited purpose of facilitating the communication between You and authenticating server to activate SecureSWF.

4.2 Protection of Your computer (resources). You understand that SecureSWF will use its commercially reasonable efforts to protect the privacy and integrity of Your computer resources and Your communication, however, You acknowledge and agree that Kindi cannot give any warranties in this respect.

Article 5. Confidentiality and Privacy

5.1 Kindi's Confidential Information. You agree to take all reasonable steps at all times to protect and maintain any confidential information regarding SecureSWF, its Affiliates, Kindi Staff, SecureSWF and the IP Rights, strictly confidential.

5.2 Your Confidential Information and Your Privacy. Kindi is committed to respecting Your privacy and the confidentiality of Your personal data. The "Privacy Policy" that is published on the Kindi Website applies to the use of Your personal data as well as the content contained in Your SWF files.

Article 6. IP Rights and Translations

6.1 Exclusive Ownership. You acknowledge and agree that any and all IP Rights to, or arising from, SecureSWF are and shall remain the exclusive property of Kindi and/or its licensors. Nothing in this Agreement intends to transfer any such IP Rights to, or to vest any such IP Rights in You. You are only entitled to the limited use of the IP Rights granted to You in this Agreement. You will not take any action to jeopardize, limit or interfere with the IP Rights. You acknowledge and agree that any unauthorized use of the IP Rights is a violation of this Agreement as well as a violation of intellectual property laws, including without limitation copyright laws and trademark laws.

6.2 With the exception of IP Rights of Kindi and/or its licensors in SecureSWF (including SecureSWF API), You retain the intellectual property rights You may have in the applications, materials, products or processes You create which are based on or utilize SecureSWF API. You hereby release and covenant not to sue Kindi or its Affiliates, or any of their licensees, assignees or successors, for any and all damages, liabilities, loss of profit, causes of action, judgments or claims (a) pertaining to any intellectual property You develop that is based on, uses, or relates to SecureSWF API; and (b) which otherwise may arise in connection with Your use of, reliance on, or reference to SecureSWF API. As between You and Kindi, Kindi and its licensors retain the IP Rights in and to SecureSWF (including SecureSWF API) and any derivative works thereto created by or for Kindi or its licensors.

6.3 No Removal of Notices. You agree that You will not remove, obscure, make illegible or alter any notices or indications of the IP Rights and/or Kindi's rights and ownership thereof, whether such notice or indications are affixed on, contained in or otherwise connected to such materials.

Article 7. Term and (Consequences of) Termination

7.1 Term. This Agreement will be effective as of the Effective Date and will remain effective until terminated by Kindi.

7.2 Termination by Kindi. Kindi may terminate this Agreement with immediate effect at any time, with or without cause and without recourse to courts, by providing notice to You and/or by stating this on Kindi website.

7.3 Consequences of Termination. Upon termination of this Agreement, You (a) acknowledge and agree that all licenses and rights to use SecureSWF shall terminate, and (b) will cease any and all use of SecureSWF, and (c) will remove SecureSWF from all hard drives, networks and other storage media and destroy all copies of SecureSWF in Your possession or under Your control.

7.4 No liability. Kindi will not be liable in relation to any damage caused by the termination of this Agreement.

Article 8. Your Representations and Warranties; Indemnification of Kindi

8.1 Representations. You represent and warrant that You are authorized to enter into this Agreement and comply with its terms. Furthermore, You represent and warrant that You will at any and all times meet with Your obligations hereunder, as well as any and all laws, regulations and policies that may apply to the use of SecureSWF.

8.2 Indemnification. You agree to indemnify, defend and hold Kindi, its Affiliates and Kindi Staff harmless from and against any and all liability and costs, including reasonable attorneys' fees incurred by said parties, in connection with or arising out of Your (a) violation or breach of any term of this Agreement or any applicable law, regulation, policy or guideline, whether or not referenced herein, or (b) violation of any rights of any third party, or (c) use or misuse of SecureSWF, or (d) use and/or modification of SecureSWF API.

Article 9 Disclaimer of Warranties

9.1 No warranties. SecureSWF IS PROVIDED "AS IS", WITH NO WARRANTIES WHATSOEVER; KINDI DOES NOT, EITHER EXPRESSED, IMPLIED OR STATUTORY, MAKE ANY WARRANTIES, CLAIMS OR REPRESENTATIONS WITH RESPECT TO SecureSWF, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF QUALITY, PERFORMANCE, NON-INFRINGEMENT, MERCHANTABILITY, OR FITNESS FOR USE OR A PARTICULAR PURPOSE. KINDI FURTHER DOES NOT REPRESENT OR WARRANT THAT SecureSWF WILL ALWAYS BE AVAILABLE, ACCESSIBLE, UNINTERRUPTED, TIMELY, SECURE, ACCURATE, COMPLETE AND

ERROR-FREE OR WILL OPERATE WITHOUT PACKET LOSS, NOR DOES KINDI WARRANT ANY DECREASE AND/OR UN-EFFICIENT PERFORMANCE OF THE PROTECTED SWF FILES.

9.2 Your own Risk. You acknowledge and agree that the entire risk arising out of the use or performance of SecureSWF remains with You, to the maximum extent permitted by law.

Article 10. Limitation of Liability

10.1 No Liability. ACCORDINGLY, YOU ACKNOWLEDGE AND AGREE THAT KINDI, ITS AFFILIATES AND KINDI STAFF WILL HAVE NO LIABILITY IN CONNECTION WITH OR ARISING FROM YOUR USE OF SecureSWF, AS SET FORTH BELOW.

10.2 Limitation of Liability. IN NO EVENT SHALL KINDI, ITS AFFILIATES OR KINDI STAFF BE LIABLE, WHETHER IN CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY OR ANY OTHER FORM OF LIABILITY, FOR ANY INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES (INCLUDING WITHOUT LIMITATION ANY LOSS OF DATA, INTERRUPTION, COMPUTER FAILURE OR PECUNIARY LOSS) ARISING OUT OF THE USE OR INABILITY TO USE SecureSWF, EVEN IF KINDI, ITS AFFILIATES OR KINDI STAFF HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

10.3 You agree not join in any lawsuit with another person or serve as a class representative of any class action lawsuit against Kindi in any manner or for any reason whatsoever.

Article 11. General Provisions

11.1 New versions of the Agreement. Kindi reserves the right to modify this Agreement at any time by providing such revised Agreement to You or by publishing the revised Agreement on Kindi Website. Your continued use of SecureSWF shall constitute Your acceptance to be bound by the terms and conditions of the revised Agreement.

11.2 Entire Agreement. The terms and conditions of this Agreement constitute the entire agreement between You and Kindi with respect to the subject matter hereof and will supersede and replace all prior understandings and agreements, in whatever form, regarding the subject matter.

11.3 Partial Invalidity. Should any term or provision hereof be deemed invalid, void or enforceable either in its entirety or in a particular application, the remainder of this Agreement shall nonetheless remain in full force and effect.

11.4 No Assignment by You. You are not allowed to assign this Agreement or any rights hereunder.

11.5 Assignment by Kindi. Kindi is allowed to at its sole discretion assign this Agreement or any rights hereunder to any Affiliate, without giving prior notice.

11.6 Applicable Law. This Agreement shall be governed by and construed in accordance with the laws of the Hashimate Kingdom of Jordan without giving effect to the conflict of laws or provisions of the Hashimate Kingdom of Jordan or Your actual state or country of residence.

11.7 Competent Court. Any legal proceedings arising out of or relating to this Agreement will be subject to the exclusive jurisdiction of the Courts of Amman (Palace of Justice) of the Hashimate Kingdom of Jordan.
YOU EXPRESSLY ACKNOWLEDGE THAT YOU HAVE READ THIS AGREEMENT AND UNDERSTAND THE RIGHTS, OBLIGATIONS, TERMS AND CONDITIONS SET FORTH HEREIN. BY CLICKING ON THE ACCEPT BUTTON AND/OR CONTINUING TO INSTALL SecureSWF, YOU EXPRESSLY CONSENT TO BE BOUND BY ITS TERMS AND CONDITIONS AND GRANT TO Kindi THE RIGHTS SET FORTH HEREIN.

Kindi - Last revised: November 2012.