

APP STORE DISTRIBUTION AGREEMENT

This is an agreement between **Amazon Digital Services, Inc.** (together with its affiliates, “**Amazon,**” “**we**” or “**us**”) and you (if registering as an individual) or the entity you represent (if registering as a business) (“**Developer**” or “**you**”). Before clicking to accept, please carefully read this agreement and all terms, rules and policies that we make available for participating in this program, including on the amazon.com website or our developer portal (together, the “**Program Policies**”). This agreement and the Policies are referred to together as the “**Agreement**”.

1. The Appstore Program. “**Apps**” are software applications, games or other digital products that you deliver to us, including any content, ads, services, technology, data and other digital materials included in or made available through such products, together with their enhancements, upgrades, updates, bug fixes, new versions and other modifications and amendments. You authorize us to promote, sell and distribute Apps as provided in this Agreement, including through the amazon.com website or any other web page real estate, online point of presence, application, mobile interface, service, or user interface that allows for the discovery, download and purchase of Apps from us, including the Amazon Associates program and similar programs.

2. Basic Terms.

a. Royalty. For each sale of an App, we will pay you a royalty (“**Royalty**”) equal to the greater of (i) 70% of the purchase price or (ii) 20% of the List Price (defined in and subject to section 5i) as of the purchase date. No Royalty is payable for Apps with a List Price of \$0.00. Such purchase price excludes taxes and any separately stated fees or charges. A Royalty is due only for sales for which we have received final payment from or on behalf of an end user. If an App is purchased using a credit card or bank account deduction mechanism, final payment will be deemed to have occurred when the applicable credit card company or bank has fully settled the payment for the applicable purchase.

b. Program Fees. You will pay an annual nonrefundable program fee of US\$99 to participate in this program. We are currently waiving the fee for the first year. Program fees for subsequent years will be due on the anniversary of the date you accepted this Agreement. We do not charge a listing fee for Apps.

c. Territory. The U.S. and its territories and possessions.

d. Platform. Android.

3. Delivery of Apps and Information.

a. Delivery Commitment for Apps. You will deliver electronically to us (and continue to make available during the Term) all versions of all software applications, games or other digital products (including any special or collector’s editions) (i) that are designed for the Platform, (ii) for which you have the rights required under this Agreement, and (iii) that are the same versions and editions (except as otherwise provided in this Agreement) that you or your affiliates make available directly or indirectly to any Similar Service. A “**Similar Service**” is any online distribution service that makes Apps available for sale or download to end users in the Territory using a mode of distribution similar to those used by this program, including any mobile or Internet-based application marketing, sales and distribution service. You may also choose to deliver any other Apps that are designed for the Platform and meet the requirements of this Agreement. While an App is available for download, you will deliver any bug fixes, patches, and other updates to the Apps, together with any related Required Product Information (defined in section 3b), as soon as they are available. You will ensure that each App complies with this Agreement, including our Program Policies related to App content.

b. Timing of Deliveries. You will deliver Apps that are already publicly available for pre-order or sale at the time you accept this Agreement within 14 days after you accept this agreement. You will deliver future Apps within 14 days before the initial availability date you designate for the App (the **“Initial Availability Date”**). The Initial Availability Date must be no later than the first date you permit the App to be listed for pre-order or sale on any Similar Service. Together with delivery of each App you will also provide the following information: App title, Initial Availability Date, category, Developer name, publisher name (where applicable), List Price (subject to 5i), product description, icon/image, and any other information related to the Apps that we require (together, **“Required Product Information”**).

c. Accuracy of Product Information. You are responsible for providing accurate Product Information. **“Product Information”** includes the Required Product Information and any other information and content related to Apps and/or to you, such as (a) all metadata, graphics, artwork, images, trademarks, trade names, logos and other descriptive or identifying information and materials associated with you or a particular App, (b) the excerpts created in accordance with Section 4b(ii), and (c) any Developer’s EULA (defined in section 5a). If any Product Information is inaccurate or needs to be updated or modified, you will promptly provide us with corrections, updates, or modifications.

4. Grants of Rights.

a. Distribution. You hereby grant us the nonexclusive, irrevocable (subject to sections 7 and 8), royalty-free right to sell and distribute Apps through this program to end users in the Territory, by all means of electronic distribution available now or in the future. You also hereby grant us the nonexclusive, irrevocable, royalty-free, worldwide rights to (i) use, evaluate and test Apps, Product Information, and any embedded advertising (together, **“Content”**); (ii) reproduce and store your Content in digital form on one or more computer facilities for the purpose of promoting, selling and distributing the Apps and in connection with this program; (iii) modify and add to your Apps so that we can (at your option) enforce digital rights management (**“DRM”**) and so that we can collect health and stability analytics relating to the Apps, evaluate and enforce our program policies, and share aggregated information with you and others regarding the program; and (iv) retain, after the Term, one or more electronic copies of each App and associated Product Information and allow access to and downloads and re-downloads of Apps by end users as provided in this Agreement.

b. Promotion. You hereby grant us the nonexclusive, irrevocable, royalty-free, worldwide rights to (i) use, reproduce, distribute, reformat, create excerpts from, promote, advertise, transmit, and publicly display and perform the Product Information in any and all digital and other formats for promotional purposes in connection with this program (except that we will not use any trademarks you provide for purposes of us selling an App after the withdrawal of that App as described in Section 7 or after the Term), and (ii) create, reproduce, distribute, reformat, transmit, and publicly display and perform limited excerpts of Apps for promotional purposes in any and all digital formats during the Term.

c. Additional Rights. In addition, we may exercise ancillary rights that are reasonably necessary to effect the intent of the grants of rights contained in this Agreement, including but not limited to the rights to package, encode, store, transmit, create derivative works based on, and publicly perform and display Content to effectuate such rights. We may also sublicense our rights in Product Information under this Agreement to third parties operating the websites or online or mobile points of presence described in Section 1. Nothing in this Agreement restricts us from exercising any right available to us under applicable law or any separate license.

d. Reservations of Rights. Subject to the rights granted in this Agreement and our ownership of certain software, documentation and related materials (the **“Appstore Materials”** or **“App Store Materials”**) to which we provide you access, as between you and us, you retain all right, title and interest in and to Content that you deliver to us. Subject to your rights in such Content, we retain all right, title and interest in and to this program and all technology, content, information, services, trademarks and other intellectual property used in connection with it. Without limiting the foregoing, each of us recognizes that any uses of the other’s (or its affiliates’) brand features in connection with this

Agreement, and goodwill associated with such uses, will inure solely to the party owning such brand features. If you provide suggestions, ideas, or other feedback to us about this program, we will be free to exercise all rights in such feedback without restriction and without compensating you.

5. Additional Program Terms

a. EULA. You may provide a EULA (“**Developer’s EULA**”) with any App if it complies with the requirements of, and is not inconsistent with, this Agreement. You agree that the provisions of our customer terms of use for the program which we designate as default end user license terms (“**Default EULA Terms**”) will apply to end users’ use of the Apps. The Default EULA Terms will specify, among other things, that you are the licensor of the Apps and that we are not parties to your EULA. If there are any conflicts between the Default EULA Terms and Developer’s EULA, then to the extent of such conflict the Default EULA Terms will control. We do not have any responsibility or liability related to compliance or non-compliance by you or any end user under a Developer’s EULA or the Default EULA Terms.

b. Privacy-Related Obligations. If you have access to any name, password, other login information, or personally identifiable information of any end user of our program based on any use of or interaction with the Apps, you will (i) provide legally adequate privacy notices to such end user, (ii) use and authorize others to access and use it only for the purposes permitted by the end user, and (iii) treat, store and use the information in accordance with the applicable privacy notice and applicable laws, rules, regulations, orders, and other requirements of governmental agencies (together, “**Laws**”).

c. DRM; Usage Policy. You may choose whether to enforce DRM for your Apps. If you decide not to enforce DRM for an App, that means our systems will not restrict end users who have purchased the App from downloading and/or making unlimited copies of the App. If you decide to enforce DRM for an App, that means you will allow end users who have purchased the App to download unlimited free copies of the App only to devices that are designed for the Platform and authenticated to the amazon.com customer account used for the initial purchase of the App. You will not incorporate any digital rights management technologies into the Apps.

d. Embedded Advertising. You will ensure that any advertising presented to end users of the Apps complies with all requirements of this Agreement. For example, (i) your access to and use of information related to App end users’ use of embedded advertising must comply with our privacy-related requirements; (ii) embedded advertising must comply with the Program Policies at the time such advertising is accessed by any App end user; and (iii) embedded advertising must not contain any “spyware,” “malware” or harmful code and must not cause injury to any person or damage to any property.

e. License to Appstore Materials. You may access, use and reproduce the Appstore Materials during the Term solely for the purpose of developing and testing Apps for submission under this Agreement and in order to incorporate required Appstore Materials in Apps. You will not otherwise distribute the Appstore Materials to third parties. You have not and will not deliver any Apps that contain, or use the Appstore Materials with, any software or other materials that are subject to licenses or restrictions (e.g., open source software licenses) that, when combined with additional software or other materials (collectively “**additional items**”), would require us to disclose, license, distribute or otherwise make all or any part of such additional items available to anyone.

f. Prohibited Actions. You may not reverse engineer, disassemble or decompile any binary code used in connection with this program, including any Appstore Materials we provide you. You will not take any action related to this program that interferes with, damages, or accesses or uses in any unauthorized manner the hardware,

software, networks, technologies or other properties or services of ours or of any end user, mobile operator or other third party.

g. Our Operations. We have sole discretion to determine all features and operations of this program and to set the retail price and other terms on which we sell Apps. For avoidance of doubt, if end users download an App that is free of charge, that App will be deemed to be “purchased” by the end user for purposes of this Agreement. You acknowledge that we have no obligation to promote, distribute, or offer for sale any App, or to continue to do so. We are responsible for and have sole discretion related to processing payments, collecting payments, addressing requests for refunds, and providing customer service related to our obligations, and we will have sole ownership and control of all sales and other data we obtain from end users in connection with this program.

h. Support. You will provide reasonable technical and product support for Apps as requested by end users or us or as described in our Program Policies. Your technical support will include levels of availability, response times and technical skills that are at least equivalent to those for the support you provide to end users of Similar Services. Without limiting the previous sentence, at a minimum you will respond within 24 hours to any support request that we identify as critical, and in all other cases within five business days of request from an end user or us.

i. List Price. The “List Price” for an App is an amount that does not exceed, at any time, the lowest list price or suggested retail price for such App (including any similar edition, version or release) available on any Similar Service or the lowest actual price at which you make such App available for sale through any Similar Service. You will update the List Price for each App as necessary to ensure that it meets the requirements of this section 5i.

6. Royalty Payments and Reporting

a. Royalties. Subject to the terms of this paragraph, we will pay you Royalties approximately 30 days after the end of the calendar month in which the applicable sale is made. At the time of payment, we will make available to you a report detailing sales of Apps and corresponding Royalties. All payments will be made in US dollars (US\$). If you are located in the United States, you will provide us with information on a valid US bank account in your name, and we will make payments to that account via Electronic Funds Transfer (“EFT”). If you are located outside the United States, we will pay you via check sent to a mailing address you provide for such purpose. We are entitled to accrue and withhold payments, without interest, until the total amount due to you (net of any tax withholding, as further described below) is at least US\$10.00 for payments we make via EFT or US\$100.00 for payments we make by check. You may not maintain any action or proceeding against us with respect to any report or payment unless you commence that action or suit within 6 months after the date the report or payment was due. If we pay you a Royalty on a sale and later issue a refund or credit to the end user for such sale (or receive a chargeback related to the sale), we may offset the amount of the Royalty we previously paid you against future Royalties or other amounts that would otherwise be payable to you under this Agreement, or require you to remit that amount to us. We may also withhold and offset any sums you owe to us against amounts that are payable to you. If a third party asserts that you did not have all rights required to make available an App to us, if we determine that you may be in breach of this Agreement, or if we have other claims against you, we are entitled to hold all Royalties pending resolution of such issue. When this Agreement terminates, we may withhold all Royalties due for a period of three months from the date they would otherwise be payable, in order to ensure our ability to offset any end user refunds or other offsets to which we are entitled.

b. Taxes. We are responsible for collecting and remitting any taxes imposed on sales of Apps to end users. You are responsible for any income or other taxes due and payable resulting from our payments to you. Accordingly, unless otherwise stated, the amounts due to you hereunder are inclusive of any taxes that may apply to such payments. We maintain the right, however, to deduct or withhold any applicable taxes payable by you from amounts due from us, and the amounts due, as reduced by such deductions or withholdings, will constitute full payment to you.

7. App Availability; Withdrawal. We may determine in our discretion to make any App available through our program. We may stop any transaction, or take other actions as needed to restrict access to or availability of any Content that does not comply with this Agreement or that otherwise might adversely affect end users. Inclusion of the App in our program, or any withdrawal of an App, does not relieve you of responsibility to ensure the App complies with this Agreement or to perform other obligations under this Agreement. Subject to other terms of this Agreement, you may withdraw an App from further sale through our program as of a specified date by giving us notice. We will use commercially reasonable efforts to stop selling the App within 10 business days after we receive such notice, and within 5 business days after such receipt in connection with a withdrawal request which you've designated as necessary because of an unexpected loss of (or third party claim related to) the rights required under this Agreement. You will immediately notify us if you unexpectedly lose such rights or become aware of a third party claim related to these rights. Any withdrawal by you will apply only to future end user purchases after the withdrawal date and not to purchases that have already occurred, unless we otherwise determine in our discretion.

8. Term and Termination; Suspension. The term of this Agreement (the "Term") will begin on the date you click to accept it and will continue until you or we terminate it. We are entitled to terminate this Agreement and access to your program account at our discretion with or without advance notice to you. You are entitled to terminate at any time by giving us at least 10 days advance written notice, in which case we will stop selling the Apps as of the date your termination takes effect. We may also suspend your participation in our program at our discretion with or without notice to you. Following any termination or suspension, we may fulfill any end user orders for the Apps pending as of the date the termination or suspension takes effect. Also, unless we otherwise determine in our discretion, any termination or suspension will not affect further access, downloads or re-downloads of Apps by end users who have purchased the App before the date the termination or suspension takes effect, nor their rights in previously-downloaded Apps. We are not obligated to return copies of any Content or other materials that you provide. The following provisions of this Agreement will survive termination of this Agreement: Sections 4, 5a, 5b, 5c, 5d, 5e, 5f, 5h, 6, 9 through 14, all Developer representations and warranties in this Agreement, and any other provisions that, by their nature, are intended to survive. All rights to Apps acquired by end users will survive termination.

9. Representations and Warranties. You represent, warrant and covenant that:

- a.** You are at least the legal age of majority and that you are able to form a legally binding contract. If Developer is a business or other legal entity and not an individual, then the individual entering into this Agreement on Developer's behalf represents that he or she has all necessary legal authority to bind Developer to this Agreement;
- b.** You have the full right, power, and authority to enter into and fully perform this Agreement;
- c.** Before providing us any Content, you will have obtained the rights necessary for the exercise of all rights granted under this Agreement, and you will be solely responsible for and will pay any licensors or co-owners any royalties or other monies due to them related to such Content;
- d.** None of the following will violate any Law, contain any defamatory material, or violate or infringe any intellectual property, proprietary, or other rights of any person or entity (including contractual rights, copyrights, trademarks, patents, trade dress, trade secret, common law rights, rights of publicity, or privacy, or moral rights): (i) the exercise of any rights granted under this Agreement; (ii) any materials (including advertising) embodied in the Content; (iii) the sale or distribution of the Content as authorized in this Agreement; or (iv) any notices, instructions or advertising by you for or in connection with any Apps;

e. Your Content will not contain any viruses, spyware, “Trojan horses,” or other “malware” or harmful code, and will not cause injury to any person or damage to any property; and

f. You will include any attributions, copyright information and other notices, terms and conditions that may be required to be provided to end users (e.g., as part of Developer’s EULA) based on your use of third party “open source” software or other third party intellectual property in any App. You will also promptly make available to us, end users and any other third party that is entitled to it, the source code corresponding to any App or portion thereof if and in the manner required by applicable third party terms and conditions (e.g., open source software licenses).

10. Indemnity. You will indemnify, defend and hold us (including any respective officers, directors, employees, contractors and assigns) harmless from and against any loss, claim, liability, damage, action or cause of action (including reasonable attorneys’ fees) that arises from any claim relating to any Content, or from any breach of your representations, warranties or obligations set forth in this Agreement (individually, a “**Claim**,” and collectively, the “**Claims**”). You will not consent to the entry of a judgment or settle a Claim without our prior written consent, which may not be unreasonably withheld. You will use counsel reasonably satisfactory to us to defend each Claim. If we reasonably determine that a Claim might adversely affect us, we may take control of the defense at our expense (and without limiting your indemnification obligations). Your obligations under this Section 10 are independent of your other obligations under the Agreement.

11. Publicity and Confidentiality. You will: (a) protect information made available by us that is identified as confidential or that reasonably should be considered confidential; (b) use this information only to fulfill your obligations under this Agreement; and (c) either destroy or return all such information to us promptly when the Agreement terminates (and, upon request, confirm such destruction in writing). This paragraph covers all confidential information regardless of when you receive it. Unless you have received our express written permission, you will not use any trademark, service mark, commercial symbol, or other proprietary right of ours, issue press releases or other publicity relating to us or this Agreement, or refer to us in promotional materials.

12. Disclaimers and Limitations of Liability. THIS PROGRAM AND ANY APPSTORE MATERIALS ARE PROVIDED “AS IS.” WE WILL IN NO EVENT BE LIABLE FOR ANY LOSS OF DATA OR CONTENT, LOSS OF PROFITS, COST OF COVER OR OTHER SPECIAL, INCIDENTAL, CONSEQUENTIAL, INDIRECT, EXEMPLARY OR RELIANCE DAMAGES ARISING FROM OR IN RELATION TO THIS AGREEMENT, OR FOR ANY EQUITABLE REMEDY OF DISGORGEMENT OR OTHERWISE, HOWEVER CAUSED AND REGARDLESS OF THEORY OF LIABILITY. IN NO EVENT WILL OUR LIABILITY HEREUNDER EXCEED THE AMOUNT OF FEES DUE AND PAYABLE TO DEVELOPER UNDER THIS AGREEMENT FOR THE TWELVE-MONTH PERIOD PRECEDING SUCH CLAIM. WE SPECIFICALLY DISCLAIM, WITH RESPECT TO ALL SERVICES, SOFTWARE, CONTENT OR PRODUCTS PROVIDED BY OR ON BEHALF OF US IN CONNECTION WITH THIS AGREEMENT OR THIS PROGRAM OR APPSTORE MATERIALS, ALL WARRANTIES, EXPRESS, IMPLIED, OR STATUTORY, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. YOU ACKNOWLEDGE AND AGREE THAT WE CANNOT ENSURE THAT CONTENT SUBMITTED BY OR ON BEHALF OF YOU WILL BE PROTECTED FROM THEFT OR MISUSE, AND WE WILL HAVE NO LIABILITY ARISING FROM A FAILURE OF ANY SECURITY TECHNOLOGY OR PROCEDURE OR OF ANY END USER TO COMPLY WITH ANY TERMS OF USE REGARDING THIS PROGRAM OR OTHERWISE.

13. Agreement Changes. We reserve the right to change this Agreement at any time in our discretion. We will give you notice of the changes by posting an updated version of this Agreement online or by emailing you at an email address you have provided. Changes to the program fees or payment of Royalties will be effective 30 days after we post them or otherwise notify you of them. Any other changes to the Agreement will be effective as of the date we post them or otherwise notify you of them, unless we specify a different effective date when we make a particular change. You are responsible for checking for Agreement updates. Your continued participation in the program after changes to this

Agreement take effect will constitute your acceptance of the changes. If you do not agree to a change, you must stop participating in this program and terminate this Agreement.

14. General. This Agreement may not be amended except in writing signed by both parties or as provided in Section 13 above. If any provision of this Agreement is held invalid by a court with jurisdiction over the parties to this Agreement, such provision will be deemed to be restated to reflect as nearly as possible the original intentions of the parties in accordance with applicable law, and the remainder of this Agreement will remain in full force and effect. The word “including” will be interpreted without limitation when used in this Agreement. The parties to this Agreement are independent contractors. Each party will bear its own costs and expenses in performing this Agreement. We may use one or more subcontractors to exercise our rights and perform our obligations hereunder. We will be responsible for ensuring that our subcontractors comply with the applicable portions of this Agreement when performing for us or on our behalf. Our failure to enforce any provision of this Agreement will not constitute a waiver of our rights to subsequently enforce the provision. You may not assign any of your rights or obligations under this Agreement, whether by operation of law or otherwise, without our prior written consent, except that you may assign all of your rights and obligations under this Agreement to any corporation or other entity without consent in connection with a merger or the sale of all or substantially all of your assets as long as you give us written notice of any such assignment no later than ten business days before such assignment. Subject to the foregoing limitation, this Agreement will be binding upon, inure to the benefit of and be enforceable by the parties and their respective successors and assigns. THIS AGREEMENT WILL BE GOVERNED BY THE LAWS OF THE STATE OF WASHINGTON, WITHOUT REFERENCE TO RULES GOVERNING CHOICE OF LAWS OR THE U.N. CONVENTION ON CONTRACTS FOR THE INTERNATIONAL SALE OF GOODS. YOU HEREBY IRREVOCABLY CONSENT TO AND WAIVE ANY OBJECTION TO THE EXCLUSIVE JURISDICTION AND VENUE OF THE FEDERAL AND STATE COURTS LOCATED AT KING COUNTY, WASHINGTON WITH RESPECT TO ANY CLAIMS, SUITS OR PROCEEDINGS ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY. This Agreement constitutes the entire agreement between the parties with respect to its subject matter, supersedes any and all prior or contemporaneous agreements between the parties with respect to its subject matter, and does not give any third party (except where specified) any rights or remedies hereunder. Any notice or other communication to be given hereunder will be in writing and given (i) by us via email, via a posting in the Program Policies, or via a message through your program account, or (ii) by you via email to apps-notices@amazon.com with a cc via email to contracts-legal@amazon.com or to such other email or physical addresses as we may specify from time to time. The date of receipt will, in the case of email, be deemed the date on which such notice is transmitted.