

Last updated May 20, 2013

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# MOBILE APP DISTRIBUTION AGREEMENT

This is an agreement between Amazon Digital Services, Inc., Amazon EU S.a.r.l., Amazon Services International, Inc., Amazon Servicos de Varejo do Brasil Ltda., and Amazon.com Int'l Sales, Inc. (each, individually, an “**Amazon Party**” and, together with their 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**”). Any other Amazon affiliate that sells Apps through the Program (defined in Section 1) or that we otherwise designate is also an Amazon Party. 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 distribution portal (together, the “**Program Policies**”). This agreement and the Program Policies are referred to together as the “**Agreement**”.

1. **The App Distribution Program.** Our app distribution program (the “**Program**”) allows end users to purchase, download, and access software applications, games, and other digital products and content. “**Apps**” are software applications, games or other similar digital products that you deliver to us (including all content, ads, technology, data, and other digital materials included therein), together with their enhancements, upgrades, updates, bug fixes, new versions and other modifications and amendments. “**Content**” means your Apps, all content, ads, services, technology, data and other digital materials made available through your Apps, and all Product Information (defined in Section 3b). You authorize us to promote, sell and distribute Apps and other Content as provided in this Agreement, including through regional Amazon marketplaces (each, an “Amazon Marketplace”) and via Amazon websites or any other web page real estate, online point of presence, application, mobile interface, service, or user interface that allows for the discovery, download or purchase of Apps from us, including the Amazon Associates program and similar programs.

2. **Basic Terms.**

- a. **Royalty.** For each sale of an App, the Amazon Party that made the sale will pay you a royalty (“**Royalty**”) equal to 70% of the List Price (defined in and subject to Section 5i) for the applicable Amazon Marketplace as of the time of purchase. No Royalty is payable for Apps with a List Price of \$0.00. Taxes and any separately stated fees or charges are excluded from the purchase price and List Price when calculating Royalties. 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 the Program. We are currently waiving the fee for your 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.** Worldwide, subject to Section 4e.

d. **Platform.** Android.

### 3. Delivery of Apps and Information.

a. **Delivery of Apps.** You may choose to deliver to us any 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 all of your Content complies with this Agreement, including all Program Policies.

b. **Product Information.** Together with delivery of each App you will also provide the following information: App title, category, Developer name, publisher name (where applicable), List Price (subject to Section 5i), product description, icon/image, and any other information related to the Apps that we require (together, “**Required Product Information**”). The Required Product Information and any other information and content related to your Content 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), is collectively “**Product Information**.” You are responsible for providing accurate Product Information. 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, distribute, and make available Apps and associated Content through the 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 your 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 the 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 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 Content and allow access to and downloads and re-downloads of Apps and associated Content by end users as provided in this Agreement.

b. **Promotion.** You hereby grant us the nonexclusive, irrevocable, royalty-free, worldwide rights to use, reproduce, distribute, reformat, modify, create excerpts from, promote, advertise, transmit, and publicly display and perform in any and all digital and other formats (i) the Product Information for promotional purposes in connection with the 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) your Apps and other Content in order to create limited promotional excerpts and in order to allow end users to try your Apps for a limited time without

downloading or installing them (e.g., our “Test Drive” feature).

- c. **Additional Rights.** In addition, we may exercise any ancillary rights relating to your Content that are reasonably necessary to effect the intent of the grants of rights contained in this Agreement, such as the rights to encode and to publically perform. 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, software development kits, libraries, application programming interfaces, documentation, sample code, and related materials (the “**Program 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 the 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 the Program, we will be free to exercise all rights in such feedback without restriction and without compensating you.
- e. **Geographic Filtering.** Through our distribution portal, you may designate countries where you do not want us to sell your Apps. We will implement measures intended to identify an end user’s country and to not offer your Apps for sale to end users from any countries you designate. We may rely on our determination of an end user’s country for all purposes under this Agreement.

## 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 and associated Content. 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 or personal data of any end user of our Program based on any use of or interaction with your Content, you will (i) provide legally adequate privacy notices to such end user, (ii) obtain any necessary consent from the end user for the collection, use, transfer, and storage of the information, (iii) use and authorize others to access and use the information only for the purposes permitted by the end user, and (iv) collect, use, transfer, and store 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 customer account used for the initial purchase of the App. You will not incorporate any digital rights management technologies into the Apps, other than any digital rights management technologies that only restrict end users’ access to media content distributed through an App (and not access to, or use of, the App itself).
  - 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 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 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. In addition, you may not display advertising, marketing, or promotional messaging to end users through the device notification bar or any other device-level notification system.
  - e. **License to Program Materials; Use of APIs.** Your use of the Program Materials is subject to our Program Materials License Agreement (the “**Program Materials License**”), located at <https://developer.amazon.com/sdk/pml.html>. You agree to comply with and be bound by the Program Materials License. In addition, if you use or access any of the following Program Materials, you are subject to the additional terms or agreements for those Program Materials set forth in the schedules to this Agreement: In-App Purchasing API, GameCircle API, Maps API, Amazon Insights API, Amazon Mobile Ads API, Amazon Device Messaging API (each as defined in the applicable schedule). You are solely responsible for ensuring your Apps function properly with any Program Materials you use, including any future updated or modified versions of those Program Materials. In the event of a conflict between this Agreement and the Program Materials License, the Program Materials License will govern with respect to your use of the Program Materials.
  - f. **Prohibited Actions.** You have not and will not deliver any Content that contains 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. You may not reverse engineer, disassemble or decompile any binary code used in connection with the Program, including any Program Materials we provide you. You will not take any action related to the 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 the 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 the 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. A “**Similar Service**” is any online distribution service that makes digital products similar to those sold through the Program available for sale or download to end users using a mode of distribution similar to those used by the Program, including any mobile or Internet-based application marketing, sales and distribution service.
- i. **List Price.** The “**List Price**” for an App for an Amazon Marketplace is an amount that does not exceed, at any time, the lowest price at which such App (including any similar edition, version or release) is available for sale through any Similar Service in a country served by that Amazon Marketplace. If you do not provide us a List Price for an App in all currencies in which we make that App available for sale, we may generate List Prices for any currencies you have not provided based on a List Price you have provided for that App, and we may update any List Prices we generate from time to time as currency conversion rates change. List Prices are inclusive of any VAT or similar taxes included in the purchase price displayed to end users, but those taxes are excluded from the List Price for Royalty calculation purposes. For example, if the List Price for your App for an Amazon Marketplace is 1.15 Euro and we display prices to an end user of that Amazon Marketplace inclusive of 15% VAT, the List Price for Royalty calculation purposes for a sale to that end user is 1.00 Euro. You will update the List Price for each App as necessary to ensure that it meets the requirements of this Section 5i (however, you will not be in breach of this Agreement for failing to update a List Price if you did not set, and were not aware of, the lower price on the Similar Service).

## 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 via check, Electronic Funds Transfer (“**EFT**”) or other methods we designate in the Program Policies, in the currency in which the Apps were sold or other payment currency as set forth in the Program Policies. If we pay you for a sale in a currency other than the currency in which the sale was made, we will convert the Royalties from the currency in which the sale was made to the payment currency at an exchange rate that we or our bank determine, which may include fees and charges for the conversion. We are entitled to accrue and withhold

payments, without interest, until the total amounts due to you (net of any tax withholding, as further described below) exceed the minimum payment thresholds set forth in the Program Policies. Depending on the country where you are located, we may require you to provide us with information for a valid bank account in your name for receiving EFT payments and, if you do not provide that information, we may withhold payments, without interest, until you do so and/or pay you via check and deduct a payment processing fee. 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.** Any Amazon Party selling Apps is responsible for collecting and remitting any taxes imposed on its sales of those Apps to end users. You are responsible for any income or other taxes due and payable resulting from any Amazon Party's payments to you. Accordingly, unless otherwise stated, the amounts due to you hereunder are inclusive of any taxes that may apply to such payments. The Amazon Parties maintain the right, however, to deduct or withhold any applicable taxes payable by you from amounts due from the Amazon Parties, 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; require us to obtain any license, authorization, or other permission from any governmental agency or other third party; 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 may be imported to, exported from, and lawfully used in the United States, all countries in which we operate the Program, and all countries in which you've authorized sales to end users (without the need for us to obtain any license or clearance or take any other action) and your Content is in full compliance with all applicable Laws governing imports, exports, and use, including those applicable to software that incorporates or makes use of information security technology, including but not limited to encryption technology;
- f. 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
- g. 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. Under our Trademark, Brand, and Marketing Guidelines ("**Trademark Guidelines**"), we may make certain trademarks and logos available for you to use to promote the availability of your Apps through the Program. You must comply with the Trademark Guidelines and all other Program Policies in your use of those trademarks and logos. Unless you have received our express written permission, you will not otherwise 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.** THE PROGRAM AND ANY PROGRAM 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 THE PROGRAM OR PROGRAM 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 THE 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 the 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. Each Amazon Party is severally liable for its own obligations under this Agreement and is not jointly liable for the obligations of other Amazon Parties. The rights granted to Amazon.com Int’l Sales, Inc. under this Agreement are only for distribution of Apps outside of the United States. 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 and the Program

Materials License 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](mailto:apps-notices@amazon.com) with a cc via email to [contracts-legal@amazon.com](mailto: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.

## In-App Purchasing Schedule

We may make certain Program Materials available to you to enable the sale of digital products, content, and services within your Apps (such materials, collectively, the “**In-App Purchasing API**”). The following terms apply if you access or use the In-App Purchasing API.

- 1. In-App Products.** “**In-App Products**” are digital products, content, or services intended to be accessed or used within an App (such as additional or enhanced functionality, in-app tools, data, or media content), but that are made available for sale through the Program as a separate product from the App itself. In-App Products constitute Content under the Agreement. We have the same rights with respect to In-App Products that we do with respect to Apps under the Agreement, and you authorize us to promote, sell, distribute, and make available In-App Products as provided in the Agreement and this schedule, including through the auto-renewal of end users’ purchases of Subscription In-App Products. “**Subscription In-App Products**” are In-App Products that make content or services available to end users on a subscription basis. Subscription In-App Products must use one of the standard subscription time periods we establish for the Program (e.g., weekly, monthly). “**Consumable In-App Products**” are In-App Products that are limited to a specific number of uses or are otherwise intended to be used up or consumed in the course of using an App (e.g., single use items or virtual coins in a game).
- 2. Product Information.** You must identify Subscription In-App Products and Consumable In-App Products at the time you submit the applicable In-App Product for inclusion in the Program. Your product descriptions for Subscription In-App Products must disclose the content and services included in the subscription, the frequency with which new content will be delivered during the subscription period (if applicable), and whether or not content delivered during the subscription will continue to be accessible by the end user following the termination or expiration of the subscription (if applicable). Your product descriptions for Consumable In-App Products must disclose that the product is consumable and how the product is used and consumed in the App. You will not make any false, inaccurate, or misleading claims or statements regarding any In-App Product or otherwise mislead end users regarding any In-App Product.
- 3. Fulfillment of In-App Products.** You are responsible for fulfilling to end users all purchases of In-App Products. We may provide a hosting and delivery service to facilitate the fulfillment of certain types of In-App Products; however, you are responsible for providing all other hosting, delivery, and related services necessary to deliver and enable your In-App Products. Upon an

end user's purchase of an In-App Product, you will promptly deliver (if applicable) and enable the In-App Product for that end user. You may not fulfill In-App Products by delivering additional executable code to the applicable App (and you will not submit for inclusion in the Program any In-App Product that requires the delivery of additional executable code to the App). You must fulfill Subscription In-App Products throughout the entire subscription period purchased by the applicable end user. You will ensure that all In-App Products match the applicable product description and other Product Information, function as intended, and otherwise comply with the Agreement, including all Program Policies. You will ensure that all In-App Products (other than Consumable In-App Products) purchased by an end user are delivered to and usable on all copies of the applicable App installed by that end user on any device (including all copies installed or reinstalled in the future); however, for Subscription In-App Products, if your product description clearly discloses (at the time of an end user's initial purchase) that the subscription content and/or services will be available only while the end user has an active subscription, you are not required to deliver and enable the use of the subscription content and services for that end user after the end user's subscription has ended. You agree that the Royalties payable to you under Section 4 of this schedule constitute full and complete compensation for all hosting, delivery, and other services you perform or provide in connection with the sale and fulfillment of In-App Products.

4. **Royalty; List Price.** For each sale of an In-App Product, we will pay you a Royalty equal to 70% of the List Price for the applicable Amazon Marketplace as of the time of purchase. However, no Royalty is due for (a) In-App Products with a List Price of \$0.00, (b) Subscription In-App Products listed in our News or Magazine categories (or similar or successor categories) that we make available to end users at no charge as part of free trial subscriptions or other promotional offers of up to 30 days (or any longer period you approve), or (c) other Subscription In-App Products that we make available to end users at no charge as part of free trial subscriptions or other promotional offers that you approve. For sales of Subscription In-App Products to renewing subscribers, your Royalty will be calculated based on the lower of (i) the then current List Price and (ii) the List Price in effect at the time the applicable end user first subscribed. A Royalty is due only for sales for which we have received final payment from or on behalf of an end user. If an In-App Product 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. "List Price" has the same meaning with respect to In-App Products as the meaning set forth in the Agreement with respect to Apps. You will update the List Price for each In-App Product as necessary to ensure it meets the List Price requirements.
5. **No sale of physical goods; Prohibited products.** You will only submit as In-App Products digital products, content, and services intended to be accessed or used within your Apps. You will not submit as an In-App Product any physical good or any other product, content, or service intended to be delivered or fulfilled outside of your App (though the sale of digital content accessible both inside and outside your App is permissible), or that otherwise violates our Program Policies (including any list of prohibited in-app products we establish).
6. **General.** Without limiting the application of any other terms of the Agreement, Section 5g (Our Operations) and Section 7 (App Availability; Withdrawal) of the Agreement apply to In-App Products as though each reference to "App" or "Apps" therein also refers to In-App Products.
7. **Taxes.** Any Amazon Party selling In-App Products is responsible for collecting and remitting

any taxes imposed on its sales of those In-App Products to end users. If any U.S. state considers any of your In-App Products to be taxable and your fulfillment of those In-App Products to be a sale to us that is subject to any sales or similar taxes (“**Fulfillment Sales Taxes**”), you will accept our Multi-State Tax Commission resale exemption certificate with respect to your fulfillment of those In-App Products. You will not charge, invoice, or seek reimbursement from any Amazon Party for any Fulfillment Sales Taxes. You will be solely liable for, and will indemnify and hold the Amazon Parties and their affiliates harmless against, all Fulfillment Sales Taxes, if any, and against all interest, penalties, costs and expenses (including attorney’s fees) related to any such Fulfillment Sales Taxes. If any taxing authority assesses or claims any tax liability on or against any Amazon Party or its affiliates with respect to any Fulfillment Sales Taxes, the Amazon Party or its affiliates will control the defense against such assessment or claim (without limiting your obligation to indemnify and hold the Amazon Party and its affiliates harmless pursuant to this section).

8. **Survival.** Following any termination of the Agreement, we may continue to auto-renew existing subscribers’ purchases of In-App Subscription Products for up to 90 days (the “**Subscription Sell-Off Period**”). Sections 3, 6, and 7 of this schedule and any other provisions that, by their nature, are intended to survive, will survive any termination of the Agreement and you will continue to fulfill all purchases of In-App Products made prior to such termination (or, in the case of Subscription In-App Products, prior to the end of the Subscription Sell-Off Period).

## Amazon GameCircle Schedule

We may make certain Program Materials available to you to enable the use of our social gaming, game synchronization, and other game enhancement services within and in connection with your Apps (such materials, collectively, the “**GameCircle API**”). The following terms apply if you access or use the GameCircle API.

1. **Amazon GameCircle.** “**GameCircle**” is our social gaming, game synchronization, and other game enhancement services that we make available for your use in connection with your Apps, including without limitation leaderboards, achievements, friends, end user profiles and Sync. “**Sync**” is our game play synchronization service which allows for the cloud storage of game play data from Apps and the synchronizing of that data among multiple devices registered to the same Amazon customer account. If you submit an App that uses the GameCircle API, we may overlay messaging on the icon for that App to indicate the App uses GameCircle features.
2. **Limitations on Your Use of GameCircle.** You will not (a) use GameCircle to advertise, market, or refer end users to a Similar Service, another social gaming service, or any other service that provides functionality similar to GameCircle or (b) charge end users to use any portion of GameCircle. You must ensure that any data stored using Sync does not exceed the storage capacity limits, if any, that we set for Sync. You may only use Sync to store data related to game play and game progress and must ensure that data stored by your Apps using Sync does not include any name, password, other login information, or personally identifiable information or personal data of any end user (though you may store user names, as long as you do not encourage end users to provide their actual names as their user names).

3. **User Profile Pictures.** You may provide us images for use by end users as profile pictures within GameCircle (“**User Profile Images**”). You grant us the nonexclusive, irrevocable, royalty-free, worldwide rights to use, reproduce, distribute, reformat, modify, create excerpts from, promote, advertise, transmit, make available, and publicly display and perform in any and all digital and other formats any User Profile Images you provide and to allow end users to use those User Profile Images in connection with GameCircle.
4. **Survival.** Sections 2 and 3 and any provisions of this schedule that, by their nature, are intended to survive, will survive any termination of the Agreement.

## Amazon Maps Schedule

We may make certain Program Materials available to you to enable the use of mapping-related features within your Apps (such materials, collectively, the “**Maps API**”). The following terms apply if you access or use the Maps API.

Portions of the Maps API are provided by Nokia, Inc. or its affiliates (“**Nokia**”) and your use of the Maps API is subject to Nokia’s Developer Software Agreement for NLP and Third Party Supplier Terms, which is available at <http://www.developer.nokia.com/Develop/Maps/TC.html>

(the “**Nokia Terms**”). If you access or use the Maps API, you agree to and must comply with the Nokia Terms (in addition to the terms of the Agreement), and Nokia and its affiliates are third party beneficiaries of this Agreement solely for the purpose of enforcing the Nokia Terms against you. Our provision of the Maps API to you constitutes a “Separate Offering” as defined in the Nokia Terms. Solely with respect to Nokia’s enforcement of the Nokia Terms in connection with the Maps API, the Nokia Terms shall govern in the event of a conflict between the Nokia Terms and this Agreement.

## Amazon Insights Schedule

We may make certain Program Materials available to you to enable you to perform A/B testing and collect and analyze data from your Apps (such materials, collectively, the “**Amazon Insights API**”). The following terms apply if you access or use the Amazon Insights API.

1. **Amazon Insights.** “**Amazon Insights**” is a collection of services that we make available for you to enable you to perform A/B testing and collect and analyze data from your Apps. You may only use Amazon Insights through the documented interfaces and other features we make available, and you will comply with any velocity, capacity, or other limits we establish for the use of Amazon Insights.
2. **Your Data.** You are solely responsible for all information and data collected or stored from your Apps using Amazon Insights (“**Your Data**”). We may use, access, retain, and disclose Your Data in order to provide the Amazon Insights service to you, to enforce the terms of the Agreement, to comply with any request of a governmental or regulatory body (including subpoenas or court orders), and to collect, use, and share aggregated information about Amazon Insights. You give us all permissions we need to exercise these rights.
3. **Privacy and Compliance with Laws.** Without limiting your obligations under Section 5b

(Privacy-Related Obligations) of the Agreement, you must (i) ensure Your Data does not include any name, password, other login information, or personally identifiable information or personal data of any end user, (ii) provide any necessary notice to, and obtain any necessary consent from, end users for the collection, use, transfer, and storage of Your Data (including by us under this Agreement), and (iii) collect, use, transfer, and store Your Data in accordance with any privacy notice you provide and all applicable Laws.

4. **Survival.** Sections 1 through 3 and any other provisions of this schedule that, by their nature, are intended to survive, will survive any termination of the Agreement.

## Amazon Mobile Ads Schedule

We may make certain Program Materials available to you to enable the use of our Amazon Mobile Ad Network within your Apps (such materials, collectively, the “**Amazon Mobile Ads API**”). Your use of the Amazon Mobile Ad Network and the Amazon Mobile Ads API is governed by the Mobile Ad Network Publisher Agreement (the “**Publisher Agreement**”), which is available at <https://developer.amazon.com/sdk/mobileads/publisher-agreement.html>

. In the event of a conflict between the Publisher Agreement and this Agreement with respect to the Amazon Mobile Ad Network or the Amazon Mobile Ads API, the Publisher Agreement will control.

## Amazon Device Messaging Schedule

We may make certain Program Materials available to you to enable the use of our Amazon Device Messaging services within your apps (such materials, collectively, the “**Amazon Device Messaging API**”). The following terms apply if you access or use the Amazon Device Messaging API.

1. **API Keys; Credentials.** You may not send messages through the Amazon Device Messaging API until we provide you an “API key” for your App. You may not share your API keys, client credentials, or access tokens (collectively, “**Credentials**”) with others and you are responsible for maintaining the security of your Credentials.
2. **Your Responsibility for Messages.** You are responsible for all messages sent using your Credentials. Those messages constitute “Content” and must comply with our Content Guidelines. You agree any messages sent through the Amazon Device Messaging API to end users of your App are sent by you, and not Amazon. The Amazon Device Messaging API is not intended for the transmission of sensitive customer information (e.g., social security numbers, passwords, financial account information). You are responsible for (i) any encryption or other protection necessary for the messages you send through the Amazon Device Messaging API and (ii) providing any necessary notices to, or obtaining any necessary consents from, end users for the messages you send through the Amazon Device Messaging API.
3. **Usage Limits.** We may establish size, frequency, and other limits on the messages you send using the Amazon Device Messaging API, and you will comply with those limits. We may monitor the size, frequency, and content of messages sent through the Amazon Device Messaging API.

4. **Survival.** Sections 1 through 3 and any other provisions of this schedule that, by their nature, are intended to survive, will survive any termination of the Agreement.
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## **Changes to Mobile App Distribution Agreement posted June 20, 2012**

In connection with our announcement that we are now accepting apps for international distribution, we've made a number of changes to our Mobile App Distribution Agreement. We've included examples of these changes below. This list is not exhaustive, so please review the full text of the updated Agreement carefully.

1. Expanding the scope of the Agreement to address international distribution, while allowing you to select the countries where you want your Apps to be sold.
2. Effective July 1, changing our Royalty structure so that you earn 70% of the App's List Price (previously, you earned 70% of the purchase price or 20% of the List Price, whichever was greater).
3. Removing App delivery obligations, so you can now decide which of your Apps to submit to us, and when.
4. Revising the definition of List Price and explaining how List Prices in other currencies are set and how List Prices are affected by VAT and similar taxes.
5. Revising Section 6.a to address international sales and explain how we will remit payments to you
6. Making clear that you are responsible for ensuring your Apps and other Content comply with all applicable import and export restrictions and the laws of the countries in which your Apps are sold.
7. Revising Section 11 to include a reference to our Trademark, Brand, and Marketing Guidelines.

## **Changes to Mobile App Distribution Agreement posted July 10, 2012**

In connection with our launch of our Amazon GameCircle experience, we've made a number of changes to our Mobile App Distribution Agreement. We've included examples of these changes below. This list is not exhaustive, so please review the full text of the updated Agreement carefully.

1. Adding Section 5.k to address the Amazon Game Services API.
2. Adding the Amazon Game Services Schedule that applies to you if you access or use any portion of the Amazon Game Services API.

## **Changes to Mobile App Distribution Agreement posted August 7, 2012**

In order to allow developers to access certain of our developer tools without registering for a developer account, we've created a new Program Materials License Agreement to govern the use of

the “Program Materials” we make available. As a result, we’ve updated our Mobile App Distribution Agreement to refer to this new agreement (see Section 4.e), remove duplicative terms, and make other related changes. Please review the full text of the updated Agreement carefully.

## **Changes to Mobile App Distribution Agreement posted September 6, 2012**

To enable developers to include mapping features in their Apps, we’ve created a new Amazon Maps API. We’ve updated the Mobile App Distribution Agreement to add terms related to the Amazon Maps API, to reflect the rebranding of Game Services to GameCircle, and to make other updates. Please review the full text of the updated Agreement carefully.

## **Changes to Mobile App Distribution Agreement posted October 3, 2012**

We’ve updated the Mobile App Distribution Agreement to add Amazon Services International, Inc. to the Agreement. Please review the full text of the updated Agreement carefully.

## **Changes to Mobile App Distribution Agreement posted December 5, 2012**

To enable developers to perform A/B testing and collect and analyze data from their Apps, we’ve created a new Amazon Insights API. The Insights API is currently in beta. We’ve updated the Mobile App Distribution Agreement to add terms related to the Amazon Insights API. Please review the full text of the updated Agreement carefully.

## **Changes to Mobile App Distribution Agreement posted March 4, 2013**

To enable developers to use our Amazon Mobile Ad Network in their Apps, we’ve created a new Amazon Mobile Ads API. The Amazon Mobile Ads API is currently in beta. We’ve updated the Mobile App Distribution Agreement to add a reference to the Mobile Ad Network Publisher Agreement which governs use of the Amazon Mobile Ad Network and the Amazon Mobile Ads API, and to make other updates. Please review the full text of the updated Agreement carefully.

## **Changes to Mobile App Distribution Agreement posted April 25, 2013**

We’ve updated the Mobile App Distribution Agreement to add Amazon Serviços de Varejo do Brasil Ltda. and Amazon.com Int’l Sales, Inc. to the Agreement. Please review the full text of the updated Agreement carefully.



## **Changes to Mobile App Distribution Agreement posted May 20, 2013**

In order to allow developers to send messages to their apps on Kindle Fire devices, we've created the Amazon Device Messaging (ADM) API. We've updated the Mobile App Distribution Agreement to add terms related to the Amazon Device Messaging API and how advertising and marketing messages can be displayed to end users. Please review the full text of the updated Agreement carefully.