OAKLAND UNIFIED SCHOOL DISTRICT
Community Schools, Thriving Students

Board Cover Memorandum

To　　　　　　　Board of Education

From　　　　　　Sondra Aguilera, Acting Superintendent
　　　　　　　　　Curtiss Sarikey, Chief of Staff
　　　　　　　　　Mario Capitelli, Manager

Meeting Date　　October 26, 2022

Subject　　　　 Amazon Fire TV App Developer Services Agreement

Ask of the Board　☐ Approve Services Agreement
　　　　　　　　　☑ Ratify Services Agreement

Services　　　　 This is the standard terms of service for developing the OUSD/KDOL App for Amazon Fire TV that will allow 24 hour a day streaming of KDOL's live feed, including all Board of Education and committee meetings to anyone anywhere on an Amazon Fire TV device. There is no cost associated with this.

Term　　　　　 September 16, 2022 - September 16, 2027

Not-To-Exceed Amount　$0

Competitively Bid　No

In-Kind Contributions　No

Funding Sources　None Required

Background　　　We are expanding access to our live cablecast content to a variety of streaming platforms including all Android and Apple Phones, Apple TV, Amazon Fire TV, and Roku platforms. This is part of the service provided with our new content server and will include all live legislative meetings. This upgrade will also include closed captioning for all content.

Attachments　　 Amazon Developer Services Agreement

Last updated July 20, 2022

Amazon Developer Services Agreement

This is an agreement between Amazon.com Services LLC, Amazon Media EU S.a.r.l., Amazon Services International LLC, Amazon Servicos de Varejo do Brasil Ltda., Amazon.com Sales, Inc., Amazon Australia Services, Inc., Amazon Mexico Services, Inc., Servicios Comerciales Amazon México S. de R.L. de C.V., and Amazon.com.ca, 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 we designate, including in any schedule to this agreement, is also an Amazon Party.

1. **Structure of Agreement**. This agreement (the "**Agreement**") includes the body of the agreement below and all schedules to this agreement ("**Schedules**"). However, the terms in each Schedule only apply to you if you engage in the activity or use the Program Materials (defined in Section 3) to which the Schedule applies (for instance, the terms of the Distribution Schedule only apply to you if you submit a covered product to us to sell, distribute, or promote). Please carefully read the Agreement before clicking to accept it.
2. **Our Program.** Our program (the "**Program**") allows end users to purchase, download, and access software applications, games, and other digital products and services (for instance, the Amazon Alexa voice service (the "**Alexa Service**")) and allows developers to enable access to Amazon products and services in their Apps and Devices. "**Apps**" are software applications, games, and other digital products that you submit to us for sale, distribution, or promotion through the Program, or with which you use any Program Materials, together with their enhancements, upgrades, updates, bug fixes, new versions and other modifications and amendments. "**Devices**" are devices and device components that use any Program Materials. "**Content**" means your Apps, all content, ads, services, technology, data and other digital materials included in or made available through your Apps or Devices, and all Product Information (defined in Section 7). You and your Content and Devices must comply with any additional requirements and policies ("**Program Policies**") linked from any Schedule that applies to you or otherwise included in the documentation applicable to your activities in connection with the Program.
3. **Program Materials**. We may make available certain software, software development kits, libraries, application programing interfaces, services, documentation, sample code, and related materials and information for use in connection with the Program (collectively, the "**Program Materials**"). If you use any Program Materials, you are subject to and agree to comply with our Program Materials License Agreement (the "**Program Materials License**"), located at https://developer.amazon.com/support/legal/pml. Your use of certain Program Materials is also subject to the additional terms in any Schedules that apply to those Program Materials (for instance, your use of the Program Materials that we make available for sale of In-App Products is subject to the terms of the Distribution Schedule and the In-App Products Schedule). You are solely responsible for ensuring your Content and Devices function properly with any Program Materials you use, including any future updated or modified versions of those Program Materials. To the extent there is any conflict between this Agreement and the Program Materials License, the Program Materials License will govern with respect to your use of the Program Materials.
4. **Compliance with Laws; Privacy and Security Obligations.** You, your Content, and your Devices must comply with all applicable laws, rules, regulations, orders, and other requirements of governmental agencies ("**Laws**"). In addition, if you (or any third-party plug-in or service provider you use) have access to any name, password, other login information, or personally identifiable information or personal data of any end user based on any use of or interaction with your Content or Devices, 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) ensure the information is collected, used, transferred, and stored in accordance with applicable privacy notice(s) and applicable Laws. If you suspect or become aware of any security vulnerability related to your Content or Devices that may adversely affect the Program or end users' use of or access to the Program, then you will immediately notify us and will take all

appropriate steps to remedy such vulnerability, including cooperating with us. In some circumstances, we may process certain personal data of end users on your behalf. If and to the extent identified in an applicable Schedule, the terms of our Alexa GDPR Data Processing Addendum, located at https://developer.amazon.com/support/legal/alexa_dpa, apply to such processing.

5. **Prohibited Actions**. 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 or third party.

6. **Our Operations**. We have sole discretion to determine all features and operations of the Program and to change the Program from time to time. You acknowledge that we have no obligation to promote, distribute, or offer for sale any App, to permit you or your Content or Devices to use any Program Materials, or to continue any of the foregoing once begun. 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 have sole ownership and control of all sales and other data we obtain from end users in connection with the Program.

7. **Product Information**. "**Product Information**" is any information you provide us about your Content or Devices, including product name, product description, icon, image, logo, and other descriptive or identifying information and materials associated with you or a particular App or Device. You will provide us with any Product Information we request. You are responsible for providing accurate Product Information, and will not make any false, inaccurate, or misleading claims or statements regarding any Content or Devices or otherwise mislead end users regarding any Content or Devices. If any Product Information is inaccurate or needs to be updated or modified, you will promptly provide us with corrections, updates, or modifications.

8. **Reservations of Rights**. Subject to the rights granted in this Agreement and our ownership of the Program Materials, as between you and us, you retain all right, title and interest in and to your Content and Devices. Subject to your rights in such Content and Devices, we retain all right, title and interest in and to the Program, Program Materials, and all other technology, content, information, services, trademarks and other intellectual property used in connection with the Program. All goodwill associated with use of a party's (or its affiliates') brand features in connection with this Agreement will inure solely to the party owning such brand features. We will be free to exercise all rights in any suggestions, ideas, or other feedback you provide to us about the Program or Program Materials, without restriction and without compensating you.

9. **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 may, at any time, immediately suspend or terminate this Agreement and your Program account (including access to your Program account) if (i) you have breached this Agreement, (ii) we determine that your participation in the Program exposes Amazon, end users or others to risk of liability or harm, or (iii) we are required to do so by Law. We may also suspend or terminate this Agreement and your Program account (including access to your Program account) at any time at our discretion with effect 30 days after we notify you, unless we specify a later effective date. You are entitled to terminate this Agreement at any time by giving us at least 10 days advance written notice. We are not obligated to return any Content, Devices, or other materials that you provide. The terms in this section do not limit our ability to restrict access to or availability of any Content. The following provisions of this Agreement will survive termination of this Agreement: Sections 1 through 6, 8 through 16, all Developer representations and warranties in this Agreement, and any other provisions that, by their nature or terms, are intended to survive.

10. **Representations and Warranties**. You represent, warrant and covenant that:
    1. 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;
    2. You have the full right, power, and authority to enter into and fully perform this Agreement;
    3. Before providing us or any end user 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;

4. 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 of your Content or Devices; or (iii) your sale, distribution, or promotion of any Content or Device;

5. Your Content and Devices 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;

6. You will comply with the terms governing any open source software or other intellectual property used in any of your Content, including by providing all required attributions and notices;

7. 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; and

8. You (and all parties that own or control you) are not subject to sanctions or otherwise designated on any list of prohibited or restricted parties maintained by the United States government or other applicable government authority. You will comply with all United States and other export and re-export restrictions that apply to any software, technology, goods, or services you use or receive in connection with this Agreement.

11. **Indemnity**. You will indemnify, defend and hold us (including any respective officers, directors, employees, contractors and assigns) harmless from and against any loss, expense, claim, liability, damage, action or cause of action (including reasonable attorneys' fees) that arises from any third-party claim relating to any Content or Device, or 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 (but without limiting your indemnification obligations). Your obligations under this Section 11 are independent of your other obligations under the Agreement.

12. **Confidentiality**. You will: (a) protect and not disclose information made available by us that is identified as confidential or that reasonably should be considered confidential; (b) use that information only to fulfill your obligations or exercise your rights 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.

13. **Trademarks; Publicity**. Under our trademark, brand, and marketing guidelines available on our developer portal (collectively, the "**Trademark Guidelines**"), we may make certain trademarks, logos, badges, or trade dress available for you to use to promote your Content and Devices and your participation in the Program. You must comply with the Trademark Guidelines in your use of those trademarks, logos, badges, and trade dress. Unless you have received our express written permission, you will not otherwise use any trademark, service mark, trade name, commercial symbol, domain, trade dress, or other proprietary right of ours (or any variant thereof), issue press releases or other publicity relating to us, the Program, or this Agreement, or refer to us in promotional materials. You will not adopt or attempt to register any proprietary right of ours (or any variant thereof).

14. **Disclaimers and Limitations of Liability**. THE PROGRAM AND ANY PROGRAM MATERIALS ARE PROVIDED "AS IS." WE AND OUR LICENSORS WILL IN NO EVENT BE LIABLE FOR ANY UNAVAILABILITY OR MALFUNCTION OF ALL OR ANY PORTION OF THE PROGRAM OR PROGRAM MATERIALS, LOSS OF DATA OR CONTENT, LOSS OF PROFITS OR GOODWILL, 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, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF THOSE

DAMAGES. WE SPECIFICALLY DISCLAIM, WITH RESPECT TO THE PROGRAM MATERIALS AND ALL OTHER SERVICES, SOFTWARE, CONTENT, OR PRODUCTS PROVIDED BY OR ON BEHALF OF US IN CONNECTION WITH THIS AGREEMENT OR THE PROGRAM, ALL WARRANTIES, EXPRESS, IMPLIED, OR STATUTORY, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. WE WILL HAVE NO LIABILITY ARISING FROM A FAILURE OF ANY END USER TO COMPLY WITH ANY TERMS OF USE REGARDING THE PROGRAM OR OTHERWISE. IN NO EVENT WILL OUR AGGREGATE LIABILITY UNDER THIS AGREEMENT OR IN CONNECTION WITH THE PROGRAM EXCEED $100. HOWEVER, THIS DOES NOT LIMIT OUR OBLIGATION TO PAY ROYALTIES DUE AND PAYABLE TO YOU UNDER THIS AGREEMENT. THESE LIMITATIONS AND DISCLAIMERS APPLY EXCEPT TO THE EXTENT PROHIBITED BY APPLICABLE LAW.

15. **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 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 15 days after we post them or otherwise notify you of them, unless we specify a different effective date when we make a particular change. However, we may change this Agreement with effect as of the date we post the changes or otherwise notify you of them, to change existing features or add additional features to the Program that do not materially adversely affect your participation in the Program, or for legal, regulatory, fraud or abuse prevention, or security reasons. 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.

16. **General**. This Agreement may not be amended except in writing signed by both parties or as provided in Section 15 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 and nothing creates a partnership, joint venture, or similar relationship. Each party will bear its own costs and expenses in performing this Agreement. Each party may use one or more subcontractors to exercise its rights and perform its obligations hereunder. Each party will be responsible for ensuring that its subcontractors comply with the applicable portions of this Agreement when performing work on its behalf and will be liable for any noncompliance. Our failure to enforce any provision of this Agreement will not constitute a waiver of our rights to subsequently enforce the provision. You are responsible for identifying and paying all taxes and other governmental fees and charges (and any penalties, interest, and other additions thereto), if any, that are imposed upon or with respect to your participation in the Program. 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 sale, distribution, and promotion 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. HOWEVER, WE MAY SEEK INJUNCTIVE (OR SIMILAR) REMEDIES IN ANY JURISDICTION. This Agreement and the Program Materials License constitute 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 on our developer portal or 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.

Distribution Schedule

The terms of this Schedule apply if you submit any App for sale, distribution, or promotion through the Program.

1. **Basic Terms**
    1. **Types of Apps**. The Program supports the sale, distribution, and promotion of Apps for multiple operating system and device types.
    - A **"Mobile App"** is an App that is designed to operate on Fire OS, Android, or another mobile operating system, or in a mobile browser.
    - An "**Amazon Underground App**" is a Mobile App that you submit for inclusion in Amazon Underground (defined in the Amazon Underground Schedule).
    - A "**PC Game**" is a video game or video game related App that is designed to operate on Windows, OSX, or another personal computer operating system or in a desktop browser.
    - "**PC Software**" is an App that is designed to operate on Windows, OSX, or another personal computer operating system or in a desktop browser and is not a PC Game.
    - An "**Alexa Skill**" is an App that can be accessed through the Alexa Service.
    - An "**In-App Product**" is an App intended to be accessed or used within a software application, game, or other digital product (such as additional or enhanced functionality, in-app tools, data, subscriptions, or media content), but that is made available for sale through the Program as a separate item from the software application, game, or other digital product in which it is intended to be used.
    - An "**In-Skill Product**" is an In-App Product made available for sale through an Alexa Skill.
    If you submit an App to us for sale, distribution, or promotion, you authorize us to sell, distribute, and promote that App and related Content as provided in this Schedule, 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, access, use, or purchase of Apps from or through us, including the Amazon Associates program and similar programs.
    2. **Royalty.** For each sale of an App, the responsible Amazon Party will pay you a royalty ("**Royalty**") calculated as follows (where List Price and Retail Price are defined in and subject to Section 5 of this Schedule):

App Type	Royalty

| Mobile Apps and Mobile App In-App Products (excluding Subscription In-App Products a | 70% of the List Price for the applicable Amazon Marketplace as of the time of purchase |

nd Amazon Underground Apps)

Subscription In-App Products sold in Mobile Ap

of the List Price for the applicable Amazon Marketplace as of the time of purchase

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Amazon Underground Apps	Underground Royalties described in the Amazon Underground Schedule.
Alexa Skills and In-Skill Products	70% of the List Price for the applicable Amazon Marketplace as of the time of purchase.
PC Games	Prior to March 17, 2018, your Royalties will be 70% of the List Price for the applicable country as of the time of purchase. After March 17, 2018, your Royalties will be the greater of (i)

and PC Game In-App Products	70% of the applicable Retail Price or (ii) 20% of the List Price for the applicable country as of the time of purchase.
PC Software and PC Software In-App Products	Prior to March 17, 2018, your Royalties will be the lower of (i) 70% of the List Price or (ii) 90% of the wholesale price for the corresponding physical version of the App (if applicable), in each case, for the applicable country as of the time of purchase by an end user. After March 17, 2018, your Royalties will be the greater of (i) 70% of the applicable Retail Price or (ii) 20% of the List Price for the applicable country as of the time of purchase.

3.

   No Royalty is payable for Apps with a List Price of $0.00. Royalties for certain In-App Products are subject to additional restrictions in the In-App Products Schedule. Taxes and any separately stated fees or charges are excluded from the List Price and Retail 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. The List Price or Retail Price used for purposes of calculating Royalties for PC Games and PC Software will be based on our determination of an end user's country.

   4. **Territory**. Worldwide, subject to Section 3d of this Schedule.

2. **Submission of Apps**. You may choose to submit to us any Apps that meet the requirements of the Agreement. While an App is available for distribution, you will submit any bug fixes, patches, and other updates to the Apps, together with any related Product Information, as soon as they are available. You will ensure that all of your Content complies with this Agreement and the applicable Program Policies. For any Content that requires a license key or other data element that an end user must use in order to use or access any feature of functionality of an App (a "**License Key**"), you will deliver License Keys to us upon request in a format we specify.

3. **Grants of Rights**

   1. **Distribution.** You hereby grant us the nonexclusive, irrevocable (subject to Sections 6 and 7 of this Schedule), royalty-free right to sell, distribute, and make available your Apps 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 Apps 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 collect analytics relating to the Apps, evaluate and enforce our Program Policies, and share aggregated information with you and others regarding the Program; (iv) modify and add to your Mobile Apps so we can (at your option) enforce digital rights management ("**DRM**"); (v) add metadata to your Mobile Apps so we can improve their compatibility with Amazon devices; and (vi) 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 by end users as provided in this Agreement. For Alexa Skills, the distribution rights set forth in the Alexa Skills Schedule apply in lieu of the rights set forth in this Section 3a. You acknowledge that we may allow end users who have purchased an App to download unlimited copies of that App. For avoidance of doubt, if end users download or access an App that is free of charge, that App will be deemed to be "purchased" by the end user for purposes of this Agreement.

   2. **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 6 of this Schedule 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.

   3. **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 publicly 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 1a of this Schedule. Nothing in this Agreement restricts us from exercising any right available to us under applicable law or any separate license.

   4. **Geographic Filtering**. Through our developer 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.

4. **Additional Distribution Terms**
    1. **EULA**. You may provide an end user license agreement ("**Developer's EULA**") with any App if it complies with the requirements of, and is not inconsistent with, this Agreement. For any Mobile Apps you submit to the Program, you agree that the provisions of our customer terms of use for the Amazon Appstore that we designate as default end user license terms (**"Default EULA Terms"**) will apply to end users' use of your Mobile Apps and associated Content. The Default EULA Terms will specify, among other things, that you are the licensor of the Mobile 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.
    2. **Embedded Advertising**. You will ensure that any advertising presented to end users of the Content 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 applicable 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, for Mobile Apps, you may not display advertising, marketing, or promotional messaging to end users through the device notification bar or any other device-level notification system.
    3. **Prohibited Actions**. You will not submit 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.
    4. **Support.** You will provide reasonable technical and product support for your Content 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 service that makes any digital products or services similar to those sold, distributed or promoted through the Program available to end users using a mode of sale or distribution similar to those used by the Program, including any mobile or Internet-based application marketing, sales, and distribution service.
    5. **For Mobile Apps Only – Content Policy**. You and your Content must comply with the Appstore Content Policy, located at https://developer.amazon.com/docs/policy-center/understanding-content-policy.html.
    6. **For Mobile Apps Only – Family Library**. Our Family Library feature allows end users to link their Amazon accounts together to create a shared library of digital content for their household. Each member of a Family Library may download and use Mobile Apps purchased by the other members of that Family Library, and references in this Agreement to the end user who purchased an App will also include the members of that end user's Family Library.
    7. **For Mobile Apps Only – DRM; Usage Policy**. For your Mobile Apps, you may choose whether to enforce our DRM. If you decide not to enforce DRM for a Mobile App, that means our systems will not restrict end users who have purchased the Mobile App from downloading and/or making unlimited copies of the Mobile App. If you decide to enforce DRM for a Mobile App, that means you will allow end users who have purchased the Mobile App to download unlimited free copies of the Mobile App only to devices that are authenticated to their Amazon customer accounts. You will not incorporate any digital rights management technologies into Mobile Apps, other than any digital rights management technologies that only restrict end users' access to media content distributed through a Mobile App (and not access to, or use of, the Mobile App itself).
    8. **App Testing Service**. We may provide you access to services ("**App Testing Services**") that allow you to invite end users you designate ("**Testers**") to download or enable an App (such as a

Mobile App or an Alexa Skill), or a version of an App, before you make it available to the general public (a "**Test App**"). Testers will not be charged, and we will not pay you a Royalty, for the purchase of Test Apps or any In-App Products made available in Test Apps. If, after distributing a Test App through an App Testing Service, you make a version of that Test App available to the general public (including through any Similar Service), (i) you will submit that App for distribution through the Program and (ii) we may give to each Tester, without charge and without paying you a Royalty, that App and any In-App Products the Tester purchased in the Test App (or alternate In-App Products of equal or lesser value). You are responsible for selecting all Testers and ensuring you have obtained any consents necessary to share the Testers' contact information with us and for us to invite the Testers to participate in an App Testing Service.

9. **For PC Software Only - Marketing Development Funds/Coop.** For your PC Software, if you or any of your affiliates are, from time to time, a party to any agreement with Amazon pursuant to which you (or your affiliate) has agreed to pay marketing development funds, coop, rebates, or similar payments (collectively, "**MDF**") for the physical version of any PC Software, then you will also pay equivalent MDF to us for the PC Software distributed under this Agreement. We may offset against payments due to you the amount of any MDF payable to us from you.

5. **List Price; Retail Price; Royalty Payments and Reporting; Taxes**

   1. **List Price**. The "**List Price**" for an App is the list price you provide for that App for the applicable Amazon Marketplace (for Mobile Apps or Alexa Skills) or country (for PC Games and PC Software). 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.

   2. **Retail Price**. The "Retail Price" for an App is the actual price charged to an end user of an App minus any Taxes and any separately stated fees or charges. We have sole discretion to set the Retail Price and other terms on which we sell Apps.

   3. **Payment Terms**. Subject to the terms of this paragraph, we will pay you Royalties (i) for Mobile Apps (including Mobile App In-App Products) and Alexa Skills (including In-Skill Products), approximately 30 days after the end of the calendar month in which the applicable sale is made and (ii) for PC Games and PC Software (including PC Game and PC Software In-App Products), approximately 45 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 or deduction, 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. If we determine that your account has been used to engage in deceptive, fraudulent, or illegal activity, or if you are unable to demonstrate that you have all necessary rights to the Content you provide us, then we may in our sole discretion permanently withhold Royalties to you. If after we have terminated your Program account you open a new Program account without our express permission, we will not owe you any Royalties under the new Program account. 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.

4. **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 that we may be legally obligated to deduct or withhold from amounts due from the Amazon Parties, and the amounts due, as reduced by such deductions or withholdings, will constitute full payment to you. If you fulfill any of your Content to end users, and if any relevant taxing authority considers that Content to be taxable and your fulfillment of that Content to be a sale to us that is subject to any sales, use, value added or similar taxes ("**Fulfillment Transaction Taxes**"), Amazon may provide you with an exemption certificate or equivalent information acceptable to the relevant taxing authority, in which case you will not charge or collect the Fulfillment Transaction Taxes covered by such certificate. You will be solely liable for, and will indemnify and hold us and our affiliates harmless against, all Fulfillment Transaction Taxes, if any, and against all interest, penalties, costs and expenses (including attorney's fees) related to any such Fulfillment Transaction Taxes. If any taxing authority assesses or claims any tax liability on or against us or our affiliates with respect to any Fulfillment Transaction Taxes, we or our affiliates will control the defense against such assessment or claim (without limiting your obligation to indemnify and hold us and our affiliates harmless pursuant to this Section 5c). You will provide Amazon with any forms, documents or other certifications as may be requested by Amazon to satisfy any information reporting or tax obligations with respect to this Agreement.

6. **App Availability; Withdrawal**. We may determine in our discretion whether to make any App available through the 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. 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 the 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.

7. **Termination; Survival.** If the Agreement is terminated, we will stop selling your Apps as of the date the termination takes effect. Unless we otherwise determine in our discretion, any termination or suspension of your participation in the Program will not affect further access, use, downloads or re-downloads of Apps by end users who have purchased the App before the termination or suspension takes effect. Sections 3 through 5 and 7 of this Schedule and any other provisions that, by their nature, are intended to survive, will survive any termination of the Agreement. All rights to Apps acquired by end users will survive termination.

In-App Products Schedule

The terms of this Schedule apply if you submit any In-App Product for sale, distribution, or promotion through the Program.

1. **Product Information**. Your product descriptions for In-App Products must disclose how the In-App Product is used and any restrictions on end users' use or access to the In-App Product. At the time you submit an In-App Product for inclusion in the Program, you must identify if it (a) makes content or services available to end users on a subscription basis (a "**Subscription In-App Product**") or (b) is limited to a specific number of uses or is otherwise intended to be used up or consumed in the course of using the applicable software application or game (e.g., single use items or virtual coins in a game) (a "**Consumable In-App Product**"). 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.

2. **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 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, and the applicable Program Policies. You agree that the Royalties payable to you under this Agreement 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.

3. **Royalties for In-App Products**. Royalties for In-App Products will be calculated and paid as provided in the Distribution Schedule. However, no Royalty is due for (a) 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 or (b) Subscription In-App Products that are intended to be accessed or used within Mobile Apps 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). We may auto-renew end users' purchases of Subscription In-App Products, and for sales of Subscription In-App Products to renewing subscribers, your Royalty will be calculated as follows: (i) for PC Games (including PC Game In-App Products) and PC Software (including PC Software In-App Products), your Royalty will be calculated based on the current Retail Price; and (ii) for renewals of Subscription In-App Products for all other types of Apps, your Royalty will be calculated based on the lower of (A) the then current List Price and (B) the List Price in effect at the time the applicable end user first subscribed. For purposes of calculating Royalties for Subscription In-App Products, our determination of subscription category (e.g. movies and TV) will be final.

4. **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 software applications, games, and Alexa Skills. 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 the applicable software application, game, or Alexa Skill (though the sale of digital content accessible both inside and outside your software application, game, or Alexa Skill is permissible), or that otherwise violates the Program Policies (including any list of prohibited in-app products we establish). The restrictions in this section do not limit your use of the Amazon Mobile Associates API (defined in the Amazon Mobile Associates Schedule).

5. **Additional Requirements – Mobile App In-App Products Only**. You may not fulfill Mobile App In-App Products by delivering additional executable code to the applicable software application or game (and you will not submit for inclusion in the Program any Mobile App In-App Product that requires the delivery of additional executable code). You will ensure that all Mobile App 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 Mobile App installed by that end user on any device (including all copies of the Mobile App 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.

6. **Additional Requirements – Mobile Apps Paid Content**. If your Mobile App charges end users for any Content intended to be used within your Mobile App, it may only do so by making that Content available as an In-App Product. Other than through our In-App Purchasing API or other methods we make available to you, your Mobile App may not facilitate, or direct customers to use, any other method of paying for Content intended to be used within your Mobile App.

7. **Additional Requirements – Alexa Skills Only**. You will ensure all Alexa Skills and In-Skill Products purchased by an end user are usable by that end user (a) on all devices and interfaces through which we make the Alexa Service accessible and (b) for as long as the applicable Alexa Skill is available through the Program (other than Consumable In-App Products, which must be available until they are consumed, or Subscription In-App Products, which must be available for the length of the applicable subscription).

8. **Survival.** Following any termination of the Agreement, we may continue to auto-renew existing subscribers' purchases of Subscription In-App Products for up to 90 days (the "**Subscription Sell-Off Period**"). Sections 2, 5, and 8 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 (a) In-App Products made prior to such termination and (b) Subscription In-App Products made prior to the end of the Subscription Sell-Off Period.

Small Business Accelerator Program Schedule

The terms of this Schedule apply to you if you meet the Eligibility Requirements in this section for the Amazon Appstore's Small Business Accelerator Program ("**SBAP**").

1. **Eligibility Requirements**. You are eligible for the SBAP in a particular benefit period if you meet the associated "**Eligibility Requirement**" in the table below. A benefit period during which you meet the Eligibility Requirement is a "**Benefit Period**."

Benefit period	Eligibility Requirement
December 22 – December 31, 2021	The aggregate revenue from your SBAP Sales (defined below) in the prior calendar year is less than the SBAP Threshold (defined below)
2022 and subsequent calendar years	

2.
   SBAP Royalty. Notwithstanding anything to the contrary in this Agreement, the responsible Amazon Party will pay you a Royalty of 80% of the List Price for the applicable Amazon Marketplace as of the time of purchase ("**SBAP Royalty**") for your SBAP Sales, up to the SBAP Threshold, that are made during the Benefit Period. For all SBAP Sales during the Benefit Period that exceed the SBAP Threshold, you will not receive the SBAP Royalty but you will receive the applicable Royalty outlined elsewhere in this Agreement.

3. **Miscellaneous**.

1. Determinations of whether you meet the Eligibility Requirement, including any currency conversions we make in connection with our calculation of SBAP Sales, will be in our sole discretion.
2. You will no longer be eligible to participate in the SBAP if we determine, in our sole discretion, that you have engaged in any deceptive, fraudulent, or misleading act or omission with respect to your eligibility for or participation in the SBAP (e.g., if you transfer your Mobile Apps in order to maintain SBAP eligibility).

4. **Definitions**.
   1. **"Associated Developer Accounts"** are Program accounts: (i) that you have majority (over 50%) corporate, individual, or partnership interest in the ownership or shares in, (ii) owned or controlled by an individual or legal entity that has majority (over 50%) corporate, individual, or partnership interest in the ownership or shares of your Program account, (iii) that you have ultimate-decision making authority over, or (iv) owned or controlled by an individual or legal entity that has ultimate-decision making authority over one or more of your Mobile Apps or Mobile App In-App Products.
   2. **"SBAP Sales"** are the sales of your Mobile Apps and Mobile App In-App Products, together with the sales of Associated Developer Accounts' (if any) Mobile Apps and Mobile App In-App Products. SBAP Sales exclude refunds, credits or chargebacks, and any other offsets to which we are entitled.
   3. **"SBAP Threshold"** means US$1,000,000 in SBAP Sales.

Alexa Skills Schedule

The terms of this Schedule apply if you submit any Alexa Skills to the Program. If you are a resident of India, the sole Amazon Party for the purposes of this Schedule, and with respect to the development, sale, distribution, and promotion of your Alexa Skills, is Amazon Seller Services Pvt Ltd.

1. **Grant of Rights**. In lieu of the rights you grant to us in Section 3a of the Distribution Schedule, for each Alexa Skill, you hereby grant us the nonexclusive, irrevocable (subject to Sections 6 and 7 of the Distribution Schedule), royalty-free, worldwide right to (a) make available your Alexa Skills through the Program to end users in the Territory by all means of electronic distribution available now or in the future, (b) use, evaluate and test your Content, (c) allow end users to access and use your Alexa Skills through all devices and interfaces through which we make the Alexa Service accessible, and (d) use, reproduce, distribute, make available, and publicly perform all Content made available through the Alexa Skill. For purposes of the Agreement, providing end users access to Alexa Skills constitutes "distribution" through the Program.
2. **Certification Requirements**. You and your Content must comply with the Alexa Skills Certification Requirements, located at https://developer.amazon.com/docs/alexa/custom-skills/certification-requirements-for-custom-skills.html.
3. **Child-Directed Alexa Skills**. If your Alexa Skill is directed to children under the age of 13 or interacts with any user accounts or profiles you may maintain for children under the age of 13, then you may not (a) include any advertising in your Alexa Skill or make any products, content, or services available for purchase in your Alexa Skill other than content you make available as an In-Skill Product; or (b) collect or deliver any personal information from or to end users through your Alexa Skill.
4. **Paid Content**. If your Alexa Skill charges end users for any Content intended to be used within your Alexa Skill, it may only do so by making that Content available as an In-Skill Product. Your Alexa Skill may not facilitate, or direct customers to use, any other method of paying for Content intended to be used within your Alexa Skill.
5. **Payments for Non-Digital Products and Services**. If your Alexa Skill allows end users to pay for non-digital products or services (such as physical merchandise, food delivery, or tickets to a movie or sporting event), you may choose to use Amazon Pay to process those payments. If you use Amazon Pay, you must initiate payments related to your Alexa Skill using the Alexa-specific methods we specify. You may not use any other method to initiate payments related to your Alexa Skills via Amazon Pay.
6. **Invocation Name**. We may allow end users to use particular words or sounds to initiate and interact with your Alexa Skill (an "**Invocation Name**"). We may allow you to suggest an Invocation Name for your Alexa Skill. Your suggestion and any ongoing use of an Invocation Name do not, on their own, grant you any right

or interest in that Invocation Name, and we may change or disable the Invocation Name for your Alexa Skill at any time.

7. **Hosted Alexa Skills**.
    1. **The Alexa-hosted Skills Program**. The Alexa-hosted Skills Program allows you to host your Alexa Skills and related Content using resources we provide to you, which may include a code repository, data storage solutions, and skill endpoints. The resources we provide through the Alexa-hosted Skills Program may change from time to time. Any Alexa Skill enrolled in the Alexa-hosted Skills Program is a "**Hosted Alexa Skill**."
    2. **Hosted Alexa Skill End User Data**. Any personally identifiable information or personal data of any end user that is collected by your Hosted Alexa Skill or that you otherwise cause the Alexa-hosted Skills Program to process is "**Hosted Alexa Skill End User Data**." You are solely responsible for determining the Hosted Alexa Skill End User Data you collect or process and for complying with all applicable laws relating to the collection, use, transfer, and deletion of Hosted Alexa Skill End User Data. We may use and store Hosted Alexa Skill End User Data to provide the Alexa-hosted Skills Program (including maintaining and improving the Alexa-hosted Skills Program), as you otherwise direct, or as required by law. We will not otherwise retain, use, sell, or disclose your Hosted Alexa Skill End User Data. You give us all permissions we need to exercise these rights. You acknowledge that any time an end user interacts with your Hosted Alexa Skill, Amazon also receives information about that interaction as a result of the end user's use of the Alexa Service. That information does not constitute Hosted Alexa Skill End User Data, and nothing in the Agreement limits our ability to collect, retain, use, or disclose that information in accordance with our Privacy Notice and other applicable customer terms. If you transmit, or cause to be transmitted, to the Alexa-hosted Skills Program any Hosted Alexa Skill End User Data that constitutes personal data protected under the GDPR (as defined in our Alexa GDPR Data Processing Addendum), the terms of our Alexa GDPR Data Processing Addendum, located at https://developer.amazon.com/support/legal/alexa_dpa, will apply to our processing of that Hosted Alexa Skill End User Data.
    3. **Usage Limits**. We may place limits on Hosted Alexa Skills and your participation in the Alexa-hosted Skills Program, including the usage thresholds located at https://developer.amazon.com/en-US/docs/alexa/hosted-skills/usage-limits.html. If you or your Hosted Alexa Skill exceeds these limits, your continued participation in the Alexa-hosted Skills Program may be subject to additional terms and fees.
8. **Survival**. Sections 1, 6, 7, and 8 of this Schedule will survive any termination of this Agreement.

Alexa Voice Service Schedule

The terms of this Schedule apply if you use any AVS Materials (defined below). The Amazon Parties for the purpose of this Schedule are Amazon.com Services LLC, Amazon Online UK Limited, Amazon Online Germany GmbH, Amazon Online Italy S.r.l., Amazon Online France SAS and Amazon Online Spain S.L.U., or if you are a resident of India, the sole Amazon Party is Amazon Seller Services Pvt Ltd., or if you are a resident of France, the sole Amazon Party is Amazon Online France SAS.

1. **The Alexa Voice Service Program**. The Alexa Voice Service Program allows you to enable access to the Alexa Service (including via the Amazon Alexa mobile application) through Devices and Apps intended for use by end users (each, an "**AVS Product**"). It also allows you to develop Devices and Apps that are designed to be incorporated as components of AVS Products ("**AVS Components**"). Any Program Materials we make available to enable access to the Alexa Service through AVS Products or to facilitate the development of AVS Products or AVS Components are "**AVS Materials**."
2. **Program Requirements**. You must comply with the Alexa Voice Service Program Requirements, located at https://developer.amazon.com/alexa-voice-service/rqmts. We may place limits on the use of certain AVS Materials, including restricting their use in certain devices and applications. If your AVS Products exceed certain usage thresholds, your continued use of the AVS Materials may be subject to additional terms. Upon request, you will provide us with reasonable access to the systems, hardware, software, and records related

to your AVS Products or AVS Components and your use of the AVS Materials to allow us to verify your compliance with this Agreement.

3. **Territory**. Unless otherwise approved by us in writing, you may not distribute, sell, or market for sale AVS Products outside the territories listed here .

4. **Participation in the Program**. We may use voice recordings and other data submitted through the AVS Materials to provide and improve our products and services. We may include information about you and your AVS Products and AVS Components in our marketing materials to identify you as a participant in the Alexa Voice Service Program, including your name and logo and images and video of your AVS Products and AVS Components.

5. **Survival**. All sections of this Schedule will survive any termination of this Agreement.

Alexa Gadgets Schedule

The terms of this Schedule apply if you use any Alexa Gadgets Materials (defined below). The Amazon Parties for the purpose of this Schedule are Amazon.com Services LLC and Amazon Media EU S.à r.l ., or if you are a resident of India, the sole Amazon Party is Amazon Seller Services Pvt Ltd.

1. **The Alexa Gadgets Program**. The Alexa Gadgets Program allows you to develop accessory products that can interact with compatible Alexa devices via Bluetooth or other protocols (each, an "**Alexa Gadget**"). Any Program Materials we make available to enable development of Alexa Gadgets are "**Alexa Gadgets Materials**".

2. **Gadget Requirements**. You will not collect or store copies of any audio, transcripts, voice, metadata or other content transmitted through the Alexa Gadgets Materials to or from your Alexa Gadget, or transmit that information to any other destination.

3. **Requirements**. You must comply with the Alexa Device Requirements, located at https://developer.amazon.com/support/legal/alexa_device_requirements. Upon request, you will provide us with reasonable access to the systems, hardware, software, and records related to your Alexa Gadgets and your use of the Alexa Gadgets Materials to allow us to verify your compliance with this Agreement. We may place limits on the use of the Alexa Gadgets Materials, including restricting use in certain devices.

4. **Territory**. Unless otherwise approved by us in writing, you may not distribute, sell, or market for sale Alexa Gadgets outside the territories listed here.

5. **Participation in the Program**. We may use data submitted through the Alexa Gadgets Materials to provide and improve our products and services. We may include information about you and your Alexa Gadgets in our marketing materials to identify you as a participant in the Alexa Gadget Program, including your name and logo and images and video of your Alexa Gadgets.

6. **Survival**. All sections of this Schedule will survive any termination of this Agreement.

Alexa Connect Kit Schedule

The terms of this Schedule apply if you use any ACK Materials (defined below). The Amazon Party for the purpose of this Schedule is Amazon.com Services LLC. Unless otherwise agreed by Amazon, you must be a resident of the United States in order to participate in the ACK Program.

1. **The Alexa Connect Kit Program**. The Alexa Connect Kit ("**ACK**") Program allows you to (a) enable customers to easily connect Devices to the internet and to Amazon services, such as the Alexa Service (each such Device, an "**ACK Product**"), (b) develop Devices that are designed to be incorporated into ACK Products to enable connection to the internet and to Amazon services ("**ACK Modules**"), and (c) access and use the ACK Analytics Service (defined below) to monitor the performance of your ACK Products. Any Program Materials we make available to enable development of ACK Products or ACK Modules (including any Amazon-provided Software incorporated in ACK Modules) or access to or use of the ACK Program are "**ACK Materials**." For each ACK Product, the information you provide us to enable end users to interact with your ACK Product via Alexa constitutes an Alexa Skill.

2. **ACK Program Requirements**. You must comply with the Alexa Connect Kit Program Requirements located [here](). We may place limits on the use of certain ACK Materials, including restricting their use in certain devices and applications. If your ACK Products exceed certain usage thresholds, your continued use of the ACK Materials may be subject to additional terms and fees. Upon request, you will provide us with reasonable access to the systems, hardware, software, and records related to your ACK Products or ACK Modules and your use of ACK Materials to allow us to verify your compliance with this Agreement.

3. **ACK Modules**. Participants in the ACK Program may purchase ACK Modules from suppliers we authorize. You are solely responsible for procuring ACK Modules from authorized suppliers and we have no responsibility or liability for ACK Modules. Upon request, you will provide to us the number of ACK Modules you purchased, the supplier(s) purchased from, the date(s) of purchase, the ACK Product(s) that the ACK Modules were purchased for, module identifiers, and other related information we request about the ACK Modules you purchased. You also authorize suppliers to directly provide us with this information about the ACK Modules you purchase.

4. **ACK Analytics Service**. The "**ACK Analytics Service**" may allow you to collect, store, and analyze information you determine about the performance and use of your ACK Products, such as network connectivity, status, usage, and software and hardware performance ("**ACK Metrics**"). You are solely responsible for determining the ACK Metrics you collect and complying with all applicable laws relating to the collection, use, transfer, and deletion of your ACK Metrics. We may use and store ACK Metrics to support the ACK Program (including maintaining and improving the ACK Program), as you otherwise direct (for example, to assist with debugging or error identification efforts), or as required by applicable law. We will not otherwise retain, use, sell, or disclose your ACK Metrics. However, we may deidentify your ACK Metrics with metrics from other developers, and we may retain, use, and disclose those metrics for any purpose. You give us all permissions we need to exercise these rights. You acknowledge that if an end user connects an ACK Product to an Amazon service, such as the Alexa Service, that Amazon service may receive information about the status and usage of that ACK Product. That information does not constitute ACK Metrics and nothing in the Agreement limits our ability to collect, retain, use, or disclose that information in accordance with our Privacy Notice and other applicable customer terms. If you transmit, or cause to be transmitted, to the ACK Analytics Service any ACK Metrics that constitute personal data protected under the GDPR (as defined in our Alexa GDPR Data Processing Addendum), the terms of our Alexa GDPR Data Processing Addendum, located at https://developer.amazon.com/support/legal/alexa_dpa, will apply to our processing of those ACK Metrics.

5. **Territory**. Unless otherwise approved by us in writing, you may not distribute, sell, or market for sale ACK Products outside the territories listed at https://developer.amazon.com/support/legal/alexa_connect_kit_requirements.

6. **ACK Service Fee and Payment Requirements**.
   1. **ACK Service Fee**. You will pay a one-time, $0.50-per-unit fee ("**ACK Service Fee**") (i) for each ACK Module you purchase and (ii) for each ACK Product you manufacture that does not incorporate an ACK Module you purchased. We calculate and bill ACK Service Fees monthly or quarterly (in our discretion) based on the number of ACK Modules you purchased or number of ACK Products that you manufactured in the preceding month or quarter, as applicable. We reserve the right to bill you more frequently for ACK Service Fees accrued or to require payment in advance, for instance if we suspect your account is at risk of non-payment. ACK Service Fees will be calculated by us in our sole reasonable discretion and we are entitled to rely on the information we receive from authorized suppliers to calculate the ACK Service Fee you owe. You will pay your ACK Service Fee according to Amazon's then-current payment policies, which may require electronic payment, within 45 days of receipt of invoice for such fees. We may elect to charge you interest at the rate of 1.5% per month (or the highest rate permitted by law, if less) on all late payments. We may also withhold amounts payable to you by Amazon to offset against any sums you owe to us. We may suspend or terminate your access to the ACK Program if you do not pay your ACK Service Fees on time.
   2. **Tax**. All amounts payable by you under these Terms will be paid to us without setoff or counterclaim, and without any deduction or withholding. Each party will be responsible, as required under applicable law, for identifying and paying all taxes and other governmental fees and charges (and any penalties, interest, and other additions thereto) that are imposed on that party upon or

with respect to the transactions and payments under this agreement. All fees payable by Developer are exclusive of applicable taxes and duties, including, without limitation, VAT, excise taxes, sales and transaction taxes, and gross receipts taxes ("**Indirect Taxes**"). Developer will provide such information to Amazon as reasonably required to determine whether Amazon is obligated to collect Indirect Taxes from Developer. Amazon shall not collect, and Developer shall not pay, any such Indirect Tax for which Developer furnishes Amazon a properly completed exemption certificate or a direct payment permit certificate or for which Amazon may claim an available exemption from Indirect Tax. All payments made by Developer to Amazon under this Agreement will be made free and clear of any withholding or deduction for taxes. If any such taxes (for example, international withholding taxes) are required to be withheld on any payment, Developer will pay such additional amounts as are necessary so that the net amount received by Amazon is equal to the amount then due and payable under this Agreement. Amazon will provide Developer with such tax forms as are reasonably requested in order to reduce or eliminate the amount of any withholding or deduction for taxes in respect of payments made under this Agreement.

7. **Additional Requirements for Developing or Distributing ACK Modules**. If you sell ACK Modules to third parties to incorporate into their ACK Products or manufacture ACK Products that do not incorporate ACK Modules you purchased, within 10 calendar days following the end of each calendar month, you will deliver a monthly written report to Amazon documenting the number of ACK Modules you manufactured during the foregoing month, the number of ACK Modules you sold during the foregoing month along with the price(s) at which such units were sold and the identities of parties who purchased such units, and the number of ACK Products you manufactured during the foregoing month that do not incorporate ACK Modules you purchased. The reports will be in a form and content reasonably acceptable to Amazon and will contain sufficient information to allow Amazon to determine the accuracy of the transactions. You will promptly provide additional written reports reasonably requested by Amazon, including reports regarding the production of ACK Modules and work-in-progress.

8. **Participation in the Program**. We may include information about you and your ACK Products and ACK Modules in our marketing materials to identify you as a participant in the ACK Program, including your name and logo and images and video of your ACK Products and ACK Modules.

9. **Survival**. All sections of this Schedule will survive any termination of this Agreement.

Amazon Underground Schedule

The terms of this Schedule apply if you submit any Mobile App for inclusion in Amazon Underground. "**Amazon Underground**" is a program that allows the purchase of certain Mobile Apps, and all In-App Products offered in those Mobile Apps, for free. Amazon Europe Core S.a.r.l. is an Amazon Party for purposes of this Schedule.

1. **Amazon Underground Apps.** You may submit for inclusion in Amazon Underground any of your Mobile Apps that meet the Eligibility Requirements below. We retain sole discretion over which Amazon Underground Apps we make available through Amazon Underground. Amazon Underground Apps and In-App Products end users purchase through Amazon Underground will be deemed to have been "purchased" for purposes of this Agreement (other than for purposes of calculating Royalties).

2. **Eligibility Requirements.** You must ensure any Amazon Underground App meets the following requirements, both at the time you submit it for inclusion in Amazon Underground and throughout any period we make it available for purchase through Amazon Underground (the "**Eligibility Requirements**"):
   1. The Amazon Underground App must be available through at least one Similar Service;
   2. The Amazon Underground App must (i) be available for purchase for a fee on all Similar Services on which it is available or (ii) contain in-app products that are available for purchase for a fee on all Similar Services on which it is available;
   3. The Amazon Underground App must not contain any Subscription In-App Products;
   4. The Content made available through the Amazon Underground App must be substantially similar to or better than that offered to end users of the Amazon Underground App on all Similar Services on which it is available; and
   5. The Amazon Underground App must be available for distribution through Amazon Underground on non-Amazon devices.

6. You will promptly notify us if, at any time, any Amazon Underground App no longer meets the Eligibility Requirements.

3. **Royalties.**

    1. Subject to your compliance with the terms of this Agreement and this Schedule, the responsible Amazon Party will pay you Royalties for each Amazon Underground App calculated as follows (in lieu of the Royalties that would otherwise be payable under the Distribution Schedule): (i) the number of minutes that Amazon Underground App is used by end users (determined in accordance with Section 4 of this Schedule) while it is available for purchase through Amazon Underground and during the Wind-Down Period multiplied by (ii) the applicable Per-Minute Rate ("**Underground Royalties**"). The "**Wind-Down Period**" for an Amazon Underground App is the six-month period beginning on the date that Amazon Underground App ceases to be available for purchase through Amazon Underground.

    2. The "**Per-Minute Rate**" applicable to each Amazon Marketplace is:

Amazon Marketplace	Pe
Amazon.com	$0
Amazon.co.uk	£0

Amazon.de	€0
Amazon.fr	€0
Amazon.it	€0
Amazon.es	€0

3. We reserve the right to change the Per-Minute Rate at any time in our discretion. Changes to the Per-Minute Rate will be effective 15 days after we post them or otherwise notify you of them.

4. Subject to the payment terms of this Agreement, we will pay you Underground Royalties approximately 30 days after the end of each calendar month in which you earn Underground Royalties. If we pay you Underground Royalties and later determine any portion of those Royalties was not due to legitimate use by end users, we may offset that portion of the previously paid Underground Royalties against future Royalties or other amounts that would otherwise be payable to you, or require you to remit that amount to us.

5. Underground Royalties constitute full and complete compensation for all purchases of Amazon Underground Apps and all purchases of In-App Products within Amazon Underground Apps. You are not entitled to any other Royalties or compensation for those purchases or for the usage of Amazon Underground Apps by end users.

4. **Amazon Underground App Usage Measurement**. Underground Royalties will be calculated based solely on usage analytics we collect and will be net of any usage we determine resulted from sources other than legitimate use by end users (such as from bots or automated software). For purposes of calculating Underground Royalties, an Amazon Underground App is "used" only while it is in the foreground and the device is actively being used by an end user (and not, for instance, while the Amazon Underground App is running in the background or the device is locked). Our determination of the usage of your Amazon Underground App will be the sole measurement of usage for purposes of calculating Underground Royalties, even if it differs from usage data you may collect. In addition, Underground Royalties are due only on usage by customers in countries where Amazon Underground is available and on devices where Amazon Underground is available.

5. **Additional Terms**
    1. You authorize us to modify and add to your Amazon Underground Apps so that we can present advertisements or other notifications to end users at the time they open or close Amazon Underground Apps. We will retain all revenue associated with any such advertising or other notifications we present to end users.
    2. You authorize us to add an indicator (such as a "badge" or "sash") to the logos of Amazon Underground Apps to indicate their availability through Amazon Underground.
    3. You will not engage in behavior intended to artificially increase usage of Amazon Underground Apps, interfere with or alter any usage or other analytics we collect from Amazon Underground Apps, or interfere or alter any advertising or other notifications we present to end users of Amazon Underground Apps.
    4. Other than through our In-App Purchasing API, you may not make any digital products, content, or services intended to be accessed or used within the Amazon Underground App available for purchase in your Amazon Underground App or include in your Amazon Underground App any Content that facilitates charging end users a fee in connection with your Amazon Underground App. If your Amazon Underground App contains In-App Products, those In-App Products will be available for free to end users and you will not receive any Royalties for the purchase of those In-App Products by end users.

6. **Withdrawal from Amazon Underground**
    1. **Withdrawal Process.** You may withdraw an Amazon Underground App from inclusion in Amazon Underground as of a specified date by giving us at least 10 business days' prior notice. However, you may not withdraw an Amazon Underground App, materially reduce the number of countries or devices on which it is available, or terminate this Agreement during the first three months the Amazon Underground App is included in Amazon Underground, unless (a) we decrease the Per-Minute Rate during that time period (in which case you may withdraw the Amazon Underground App as of the date the lower Per-Minute Rate goes into effect by giving us at least 5 business days' prior notice) or (b) you withdraw the Amazon Underground App (and any similar version of the Amazon Underground App) from distribution through all Similar Services.
    2. **Effect of Withdrawal.** We may continue to provide existing end users with access to all Amazon Underground Apps they purchased through Amazon Underground, along with any In-App Products they purchased through those Amazon Underground Apps, after those Amazon Underground Apps cease to be available for purchase through Amazon Underground. You must (i) continue providing all services and support (including server-based features) necessary to enable an Amazon Underground App's intended functionality to end users during the Wind-Down Period (unless you discontinue providing such services and support for all versions of that Amazon Underground App that are made available on all Similar Services) and (ii) not remove or disable functionality from any Amazon Underground App or take any other action to prevent end users from accessing or using an Amazon Underground App or any In-App Products they purchased through that Amazon Underground App.

7. **Survival.** Sections 1 and 3 through 6 of this Schedule will survive any termination of this Agreement.

Developer-Hosted PC Game/Software Schedule

The terms of this Schedule apply if you submit for sale, distribution, or promotion though the Program any PC Game or PC Software that relies on remotely-hosted services to operate (i.e., does not exclusively operate on an end user's local device) (a "**Developer-Hosted PC Game/Software**").

1. **Product Information; Registration Form.** Your product description for any Developer-Hosted PC Game/Software must disclose any restrictions on end users' use or access to the Developer-Hosted PC Game/Software, including if end users are required to complete a registration form (a "**Registration Form**") before playing or using the Developer-Hosted PC Game/Software. If you require end users to complete a Registration Form, you must provide that Registration Form to us at the time you submit the Developer-Hosted PC Game/Software to us. The Registration Form (i) may only require registration information from the end user for the Developer-Hosted PC Game/Software and link to the Developer-Hosted PC Game/Software, (ii) must include a link to a legally sufficient privacy notice, (iii) may not contain any advertising or request any payment information from end users, and (iv) must comply with all applicable Program Policies. The Registration Form will be subject to our testing and approval, and you may not modify it following our approval without our review and approval of the modifications. You may not require end users to complete a Registration Form for any Developer-Hosted PC Game/Software with a List Price greater than $0.00.

2. **Fulfillment and Support of Developer-Hosted PC Game/Software.** You are responsible for all hosting, delivery, and related services necessary to deliver and enable your Developer-Hosted PC Game/Software. You will notify us at least 60 days prior to discontinuing any Developer-Hosted PC Game/Software. You agree the Royalties payable to you under the Agreement and any revenue you receive from purchases of Developer-Sold Items (defined in Section 3a 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 your Developer-Hosted PC Game/Software.

3. **In-App Products**. Any products, content, or services (including subscriptions) you make available through the Program for use in Developer-Hosted PC Game/Software is an In-App Product for purposes of this Agreement.

4. **Payments to Amazon for Developer-Sold Items**
   1. **Amazon Fees**. If, in a Developer-Hosted PC Game/Software that has a List Price of $9.99 or less, you make any products, content, or services available for purchase other than as an In-App Product through the Program ("**Developer-Sold Items**"), you will pay us fees equal to 30% of the gross revenue you receive from the sale of those Developer Sold Items to end users who purchased or accessed the Developer-Hosted PC Game/Software through the Program ("**Amazon Fees**"). Such revenues exclude any sales or similar taxes paid by end users. Amazon Fees are due only for sales for which you have received final payment from or on behalf of an end user. If a Developer-Sold Item 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.
   2. **Payment Terms**. You will pay us Amazon Fees no later than 45 days after the end of the calendar month in which the applicable sales of Developer-Sold Items are made. At the time of payment, you will make available to us a report detailing, for each Developer-Hosted PC Game/Software, the number of end users for such Developer-Hosted PC Game/Software, the aggregate gross revenue you receive from Developer-Sold Items, and corresponding Amazon Fees. All payments will be made in the currency designated in the Program Policies. You will make payments to us via EFT or other methods we designate in the Program Policies. You are entitled to accrue and withhold payments, without interest, until the total amount due to us (net of any tax withholding, as further described in Section 3c of this Schedule) exceeds US$100.00 or the minimum payment thresholds set forth in the Program Policies.
   3. **Taxes on Developer-Sold Items.** You are responsible for collecting and remitting any taxes imposed on your sales of Developer-Sold Items to end users. We may charge and you will pay applicable Federal, state, or local sales or use taxes, consumption taxes, or value added taxes that we are legally obligated to charge for the services we provide, provided that such taxes are stated on the original invoice that we provide to you. However, you may provide us with an exemption

certificate or equivalent information for those taxes acceptable to the relevant taxing authority, in which case, we shall not charge and/or collect the taxes covered by such certificate.

4. **Audit.** During the Term and for two years thereafter, we may examine and audit your books and records relating to any Amazon Fees payable hereunder to verify the accuracy of such payments. Any such audit must: (i) take place at a mutually agreed time during your normal business hours; (ii) not occur more than once during any 12-consecutive-month period; (iii) only cover statements rendered since the last audit conducted by us (if any); and (iv) take place on at least 30 days' prior written notice. We will be responsible for all costs of any audit we conduct; however, if the audit reveals a deficiency greater than five percent (5%) in the amount of Amazon Fees paid to us, you will reimburse us for our audit costs.

5. **Survival.** Sections 2 and 3 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 Developer-Sold Items made prior to such termination.

Amazon GameCircle Schedule

The terms of this Schedule apply if you use the GameCircle API. "**GameCircle API**" means any of the Program Materials we make available to enable the use of GameCircle.

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 Content, 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 other provisions of this Schedule that, by their nature, are intended to survive, will survive any termination of the Agreement.

Amazon Maps Schedule

The terms of this Schedule apply if you use the Maps API. "**Maps API**" means any of the Program Materials we make available to enable the use of mapping-related features within your Content.

Portions of the Maps API are provided by HERE North America, LLC or its affiliates ("**HERE**") and your use of the Maps API is subject to the HERE Materials Terms and Conditions, which are available at http://developer.here.com/terms-conditions (the "**HERE Terms**"). If you access or use the Maps API (including through Amazon Maps redirection), you agree to and must comply with the HERE Terms (in addition to the terms of the Agreement), and HERE and its affiliates are third party beneficiaries of this Agreement solely for the purpose of enforcing the HERE Terms against you. Our provision of the Maps API to you constitutes a "Separate Offering" as

defined in the HERE Terms. Solely with respect to HERE's enforcement of the HERE Terms in connection with the Maps API, the HERE Terms shall govern in the event of a conflict between the HERE Terms and this Agreement.

Amazon Mobile Ads Schedule

The terms of this Schedule apply if you use the Amazon Mobile Ads API. "**Amazon Mobile Ads API**" means any of the Program Materials we make available to enable the use of our Amazon Mobile Ad Network within your Content. 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/support/legal/mobileads/terms-and-agreements. To the extent there is any 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

The terms of this Schedule apply if you use the Amazon Device Messaging API. "**Amazon Device Messaging API**" means any of the Program Materials we make available to enable the use of our Amazon Device Messaging services within your Content.

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 are "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 (a) any encryption or other protection necessary for the messages you send through the Amazon Device Messaging API and (b) 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.** All sections of this Schedule will survive any termination of the Agreement.

Amazon Web App Resources Schedule

The terms of this Schedule apply if you submit Web App Content for distribution through the Program.

1. **Web App Content**. Amazon may allow you to deliver to Amazon uniform resource locators (URLs), CSS files, HTML5 or Java Script code, or other materials that provide access to or otherwise enable web-based apps or games ("**Web App Content**"). You authorize us to wrap and package your Web App Content into Android-enabled APKs or other mobile app files ("**Web Apps**") for distribution through the Program and to update those Web Apps from time to time as we modify the software we use to wrap and package your Web App Content. For purposes of the Agreement, (a) your Web App Content is "Content" and (b) any Web Apps we create from your Web App Content are "Mobile Apps", except that any software we use to wrap or package your Web App Content will not be considered part of your "Mobile Apps."
2. **Remote Services**. For any Web App with a List Price above $0.00 or that offers any In-App Product, you must continue providing all services and support (including server-based features) necessary to enable the Web App's intended functionality to end users ("**Remote Services**") until the later of (a) the date you stop providing Remote Services to all substantially similar products you make available through any Similar Service, (b) the date one year after the last day the Web App or any In-App Product (excluding Subscription

In-App Products) in the Web App was available for purchase through the Program, and (c) the date on which all Subscription In-App Products have expired. With respect to Web Apps, any online service that makes digital products (including web-based applications) similar to Web Apps available for purchase, access, or use by end users is a "Similar Service" for purposes of the Agreement.

3. **Survival**. All sections this Schedule will survive any termination of the Agreement.

Amazon Mobile Associates Schedule

The terms of this Schedule apply if you use the Amazon Mobile Associates API. "**Amazon Mobile Associates API**" means any of the Program Materials we make available to enable the use of the Amazon.com Services LLC Associates Program within your Content. Your use of the Amazon.com Services LLC Associates Program and the Amazon Mobile Associates API is governed by the Associates Program Operating Agreement (the "**Operating Agreement**"), which is available at https://affiliate-program.amazon.com/help/operating/agreement. To the extent there is any conflict between the Operating Agreement and this Agreement with respect to the Amazon.com Services LLC Associates Program or the Amazon Mobile Associates API, the Operating Agreement will control.

Login with Amazon Schedule

The terms of this Schedule apply if you use the Login with Amazon API. "**Login with Amazon API**" means any of the Program Materials we make available to enable the use of Login with Amazon within your Content. Your use of Login with Amazon and the Login with Amazon API is governed by the Login with Amazon Services Agreement (the "**Login with Amazon Services Agreement**"), which is available at https://developer.amazon.com/support/legal/login-with-amazon. To the extent there is any conflict between the Login with Amazon Services Agreement and this Agreement with respect to Login with Amazon or the Login with Amazon API, the Login with Amazon Services Agreement will control.

Advertising ID Schedule

The terms of this Schedule apply if you use the Advertising ID API. "Advertising ID API" means any of the Program Materials we make available to provide Advertising IDs or enable the use of Advertising IDs within your Content.

1. **Advertising ID**. The "Advertising ID" is a user-resettable, unique, random identifier we make available on certain Fire devices for your use for advertising and analytics purposes.
2. **Limitations on your use of the Advertising ID**. The following limitations apply to you and anyone with whom you share the Advertising ID:
    1. You may only use the Advertising ID for advertising and analytics purposes.
    2. You must comply with the end user's selection for the "Limit Interest-Based Ads in Apps" setting by not using the Advertising ID to build a profile of the end user or show the end user interest-based ads if the end user has enabled the setting. You must verify the status of the setting each time you access the Advertising ID.
    3. You may not associate the Advertising ID with any personally-identifiable information or persistent device identifier without consent from the end user.
    4. If the end user resets the Advertising ID, you must not associate the new Advertising ID with a previous Advertising ID or any data you collected in connection with a previous Advertising ID without consent from the end user.
    5. Without limiting your obligations under Section 4 of the Agreement, you must provide any necessary notice to, and obtain any necessary consent from, end users for the collection, use, transfer, and storage of the Advertising ID.
3. **Survival**. All Sections of this Schedule will survive any termination of the Agreement.

Leaderboards and Tournaments Schedule

The terms of this Schedule apply if you use the Leaderboards and Tournaments APIs. "Leaderboards and Tournaments APIs" means any of the Program Materials we make available to enable the use of Leaderboards and Tournaments (formerly known as Amazon GameOn).

1. **Leaderboards and Tournaments**. "**Leaderboards and Tournaments**" is a collection of services that allow you to integrate end user competitions ("**Competitions**") and related functionality into your Apps. You may only use Leaderboards and Tournaments through the documented interfaces and other features we make available, and you will comply with any velocity, capacity, and other limits we establish for the use of Leaderboards and Tournaments. Without limiting the terms of the Program Materials License, you may use Leaderboards and Tournaments APIs in connection with the distribution of your Apps to end users through the Program or Similar Services.

2. **Fees and Payment**. Pricing for Leaderboards and Tournaments is set forth in our Program Policies. Leaderboards and Tournaments is sold by Amazon Web Services, Inc. or its affiliates ("AWS"). To use Leaderboards and Tournaments, you must have an AWS account, as well as a developer.amazon.com account, and you must make payments to AWS. Terms applicable to payments, including taxes, are set forth in the [AWS Customer Agreement](#) or another agreement you have with AWS.

3. **Prizes**. We may make Program Materials available to you that enable you to provide end users of your Apps prizes for winning a Competition. If you provide In-App Products as a prize, such In-App Products may not be directly or indirectly exchangeable or redeemable for cash or anything other than In-App Products. If you provide prizes other than In-App Products ("**Real World Prizes**"), such Real World Prizes may only be fulfilled using the methods we make available.

4. **Competition Requirements**. You will ensure that Competitions occurring in your App comply with any applicable Program Policies. You agree that you are the host of all Competitions occurring in your App. You will provide prominent, clearly labeled, easily accessible and legally adequate rules to end users for each Competition in your App (including customer-initiated Competitions). Competition rules must describe the Competition's eligibility requirements, how winners are determined, and the prize(s) that will be provided. If you offer Real World Prizes, then you must comply with the following additional requirements: (A) skill (as defined by applicable Laws) must be the factor that determines who will win or lose the Competition, (B) Real World Prizes cannot be provided for Apps that are lottery games, casino games, or other games of chance, and (C) you will not open Competitions to those under age 18 (or, if older, the legal age of majority in the relevant jurisdiction).

5. **Compliance with Laws and Policies**. Without limiting your obligations under the Agreement, you acknowledge and agree that you and your Content, as well as any Competitions occurring in your App and prizes you provide, must comply with all applicable Laws, including Laws related to gambling, promotions and giveaways, as well as applicable policies of any Similar Services through which you distribute your App. Amazon reserves its right, but does not assume the obligation, to investigate any violation of this Schedule or misuse of Leaderboards and Tournaments, or to suspend your use of Leaderboards and Tournaments at any time and for any reason, including if Amazon determines in its sole discretion that any Competition you host violates this Schedule or does not comply with applicable Laws. You will not provide us with any personally identifiable information or personal data of end users of your Apps through the Leaderboards and Tournaments APIs.

6. **Geographic Restrictions**. We may allow you to make Competitions available in any country that we support. You will ensure that only end users located in such countries may participate in a Competition. If we permit you to make Leaderboards and Tournaments available to end users located in countries other than the United States, we may require you to comply with additional, country-specific requirements listed in our Program Policies. Not all features or functionality of Leaderboards and Tournaments will be available in all countries where Leaderboards and Tournaments is available.

7. **Survival**. Sections 2 through 6 of this Schedule will survive any termination of this Schedule or the Agreement.

Amazon Moments Schedule

The terms of this Schedule apply if you use any Moments Materials (defined below). The Amazon Party for the purpose of this Schedule is Amazon.com Services LLC.

1. **The Amazon Moments Service.** The "**Moments Service**" allows you to add functionality to your Apps to engage with end users via campaigns, with features such as notifications, promotional offers, and rewards ("**Moments Campaigns**"). Any Program Materials we make available to enable the use of the Moments Service are "**Moments Materials**." You may only use the Moments Service through the documented interfaces and other features we make available, and you will comply with any velocity, capacity, and other limits we establish for the use of the Moments Service. Without limiting the terms of the Program Materials License, you may use Moments Materials in connection with the distribution of your Apps to end users through the Program or Similar Services.

2. **Fees and Payment**. You will pay us the applicable fees and charges for use of the Moments Materials in Moments Campaigns ("**Fees**") as set forth in our developer portal or as otherwise agreed between you and us. For certain Moments Campaigns, you may specify the dollar amount that you will pay for each end user action that you designate (that action, the "**Action**", and that dollar amount, the "**Cost per Action**"), and you will be charged Fees in the amount of the Cost per Action for each end user that takes the Action and for which we provide you a Reward Code (as defined below). For example, if you specify to us that you will pay $1 for each end user that completes level ten in your game (the Action), we will charge you $1 for each end user that completes level ten and for which we generate and deliver to you a Reward Code. We reserve the right to change the Fees for any feature of the Moments Service at any time in our discretion, which will be effective immediately when we post them, but such change will not apply to Moments Campaigns commenced prior to such Fee change. We calculate and bill Fees monthly. We may bill you more frequently for Fees accrued if we suspect that your account is fraudulent or at risk of non-payment. Fees will be calculated by us in our sole reasonable discretion. You will pay us the applicable Fees for use of the Moments Service using one of the payment methods we support. All amounts payable by you under this Schedule will be paid to us without setoff or counterclaim, and without any deduction or withholding. We may elect to charge you interest at the rate of 1.5% per month (or the highest rate permitted by law, if less) on all late payments. We may also withhold and offset any sums you owe to us against amounts that are payable to you.

3. **Taxes**. Each party will be responsible, as required under applicable law, for identifying and paying all taxes and other governmental fees and charges (and any penalties, interest, and other additions thereto) that are imposed on that party upon or with respect to the transactions and payments under this Schedule. All fees payable by Developer are exclusive of applicable taxes and duties, including, without limitation, VAT, excise taxes, sales and transaction taxes, and gross receipts taxes ("**Indirect Taxes**"). Developer will provide such information to Amazon as reasonably required to determine whether Amazon is obligated to collect Indirect Taxes from Developer. Amazon will not collect, and Developer will not pay, any such Indirect Tax or duty for which Developer furnishes Amazon a properly completed exemption certificate or a direct payment permit certificate or for which Amazon may claim an available exemption from Indirect Tax. All payments made by Developer to Amazon under this Schedule will be made free and clear of any withholding or deduction for taxes. If any such taxes (for example, international withholding taxes) are required to be withheld on any payment, Developer will pay such additional amounts as are necessary so that the net amount received by Amazon is equal to the amount then due and payable under this Schedule. Amazon will provide Developer with such tax forms as are reasonably requested in order to reduce or eliminate the amount of any withholding or deduction for taxes in respect of payments made under this Schedule.

4. **Rewards and Reward Codes**. You may use the Moments Service to offer end users of your Apps free or discounted products available from Amazon or other sites we may make available ("**Rewards**") when end users of your Apps take a particular Action. For each such Action that an end user takes, we will provide you a URL, discount code, credit, or other means to allow the end user to access the Reward (collectively, "**Reward Codes**"). The following requirements apply to any Reward Codes we make available to you. You may not re-sell Reward Codes. You will only use the Reward Codes in connection with the Moments Campaign for which they were provided. You will keep the Reward Codes secure and ensure only your employees or agents who are involved in the implementation of the Moments Campaign will have access to the Reward Codes. You will not alter the Reward Codes or create any additional Reward Codes. You will destroy all undistributed Reward Codes within two days after the earlier of the redemption deadline specified in the Moments Campaign or the termination of this Schedule. You will distribute the Reward Codes solely to residents of the countries or territories that we specify are eligible for such Reward Codes. Unless we otherwise approve in writing, each person may only be given one unique Reward Code and no Reward

Codes may be used or distributed more than once. Your communication to end users with the Reward Codes must contain: the retail dollar value of the Reward Code, the process for redeeming the Reward, and the terms and conditions of your Moments Campaign. You will comply with any restrictions we specify on the means of distributing the Reward Codes.

5. **Compliance Requirements**. Without limiting your obligations under the Agreement, you are responsible for operating any Moments Campaigns, using the Moments Service, and carrying out any other activities in connection with the Moments Service in compliance with all applicable Laws. You agree that you are the offeror of all Moments Campaigns and you will provide legally compliant terms and conditions for each Moments Campaign to end users, including any information that Amazon requires you to provide (such as Reward Code expiration dates). If a promoted Reward becomes unavailable prior to the redemption deadline, we may substitute a Reward of equivalent value. You may not distribute, publish, send, or facilitate the sending of unsolicited mass e-mail or other messages, promotions, advertising, or solicitations (like "spam"). You may not use the Moments Service for any illegal, harmful, fraudulent, infringing or offensive use, or to transmit, store, display, distribute or otherwise promote or make available Content that is illegal, harmful, fraudulent, infringing, offensive, or otherwise violates our Program Policies. We reserve the right, but do not assume the obligation, to investigate any violation of this Schedule or misuse of the Moments Service, or remove, disable access to, or modify any content that violates this Schedule. You will not provide us with any personally identifiable information or personal data of end users of your Apps through the Moments Materials.

6. **Survival**. All sections of this Schedule will survive any termination of this Schedule or the Agreement.

Amazon Prime Gaming Promotions Schedule

The terms of this Schedule apply if you submit Content, such as a full video game ("**Game**"), in-Game content, or other items, ("**Promotion Items**") for distribution or promotion through Amazon Prime Gaming (formerly known as Twitch Prime).

1. **Promotion Items; Orders; Distribution**. From time to time, the parties may enter into one or more written Prime Gaming promotion orders (each, a "**Order**"), specifying the applicable Promotion Items, the period the Promotion Items may be distributed and promoted (the "**Promotion Term**"), the method of distribution to end users (if not specified, you are responsible for delivery), specific marketing obligations, technical integration requirements such as Login with Amazon, territory restrictions, and other matters. If we are responsible for distribution, you grant us the rights set out in the Distribution Schedule for purposes of distribution of the Promotion Item via Prime Gaming, and no Royalty will be payable. If you are responsible for delivery, you will deliver the Promotion Items for all platforms, devices and territories where the Game and Prime Gaming are available. In addition to our other remedies, we may delay dates day-for-day if you delay technical integration or delivery of Product Information or Promotion Items, and for periods when the Promotion Items do not meet the eligibility requirements below.

2. **Eligibility Requirements**. Promotion Items and Product Information must comply with the applicable Order, content ratings, our integration requirements and the Agreement. You will not charge end users for receiving or using any Promotion Item. You will not withdraw or reduce the features or functionality of a Promotion Item before the date 12 months after the Promotion Term ends, or, if earlier, the date you cease operating the Game (the "**Fulfillment Period**"), and in-game Promotional Items must be usable in the Game on applicable devices and territories until at least the end of the Fulfillment Period. If Promotion Items no longer meet these eligibility requirements or are otherwise defective, you will (a) within one business day notify us in writing and (b) promptly (and in any event within two business days) communicate the defect to affected users and correct or replace affected Promotion Items.

3. **Our Marketing**. In the applicable Order, we may agree to specific marketing obligations; otherwise we control how we promote and make available Promotion Items. You will deliver Product Information for the Promotion Items within five business days of our request. Except as otherwise set out in the applicable Order, you grant us 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 Product Information in connection with promoting the Promotion Items and Prime Gaming, and making the Promotion Items available to end users.

4. **Your Marketing**. You will use reasonable efforts to promote the Promotion Items (including in-Game, in your usual advertising channels, and as set forth in the applicable Order) as being available through Prime Gaming, using an approved logo provided by us (the "**Trademark**"), in compliance with our Prime Gaming Trademark Guidelines . We grant you a non-exclusive, non-transferable, non-assignable license during the Promotion Term to use the Trademark solely to comply with your obligations. We may revoke this license at any time. To facilitate synchronized marketing and ensure proper use of our Trademark, you must obtain our written approval for public-facing communications you make in connection with Prime Gaming; you must provide marketing and customer communications to us at least ten business days before your planned use. As requested by us, you will report aggregated performance indicators on usage, engagement and re-engagement driven by your participation in Prime Gaming to help us improve the Prime Gaming offering for gamers and game developers.

5. **Treatment of Customers**. You will treat end users of Promotion Items at least as well as any other end user of your Games. Except as needed to perform your obligations under this Addendum, you will not, directly or indirectly: (i) identify any end user entitled to Promotion Items as a Prime Gaming/Amazon Prime customer ("Prime Member") to any third party; (ii) share with any third party any sales or behavioral data derived from Prime Gaming (even in aggregated or anonymous form) in a way that would allow third parties to attribute any of that information to Prime Members individually or as a group; or (iii) target communications on the basis of the intended recipient being a Prime Gaming/Amazon Prime customer. Unless otherwise specified in an applicable Order or we otherwise determine in our discretion, (i) any termination or suspension of your participation in the Program will not affect further access, use, downloads or re-downloads of Promotion Items by end users who have been entitled to the Promotion Item before the termination or suspension takes effect; and (ii) an Order will survive your termination of this Agreement until the end of its Promotion Term. This section survives termination of the Agreement.

Amazon Dash Replenishment Schedule

The terms of this Schedule apply if you use any DRS Materials (defined below). The Amazon Parties for the purpose of this Schedule are Amazon.com Services LLC, Amazon Media EU S.a.r.l., and Amazon Japan G.K.

1. **Amazon Dash Replenishment Service.** The Amazon Dash Replenishment service (the "**DRS Service**") allows you to enable your Devices and Apps to facilitate orders for consumable products on behalf of end users based on the end user's remaining supply of the applicable consumable product (each such Device or App, a **"DRS Product"**). Any Program Materials we make available to enable access to the DRS Service through DRS Products or to facilitate the development of DRS Products are "**DRS Materials**."

2. **Program Requirements.** You must comply with the Amazon Dash Replenishment - Program Requirements **(the "DRS Program Requirements")**. We may place limits on the use of certain DRS Materials and the DRS Service, including restricting their use in certain devices and applications. If your DRS Products exceed certain usage thresholds, your continued use of the DRS Service and DRS Materials may be subject to additional terms. Upon request, you will provide us with reasonable access to the systems, hardware, software, and records related to your DRS Products and your use of the DRS Service and DRS Materials to allow us to verify your compliance with this Agreement.

3. **Participation in the Program.** We may use data submitted through the DRS Service or DRS Materials to provide and improve our products and services. We may include information about you and your DRS Products in our marketing materials to identify you as a participant in the Amazon Dash Replenishment Program, including your name and logo and images and video of your DRS Products.

4. **Continuity of Access; Wind-Down Period.** For each of your DRS Products, you must continue providing end users access to the DRS Service throughout the Term and for 12 months following any termination of the Agreement (the "**DRS Wind-Down Period**"). However, you may stop providing access to the DRS Service for any DRS Product if you provide us with 12 months' prior written notice. Following the DRS Wind-Down Period, you must (a) discontinue all use of the DRS Materials and delete or destroy copies of the DRS Materials in your possession or control and (b) upon request by us, remove or disable all access to the DRS Service from your DRS Products.

5. **Referral Fees.**
   1. **Definitions.**

1. "**Eligible DRS Consumable**" means a third party consumable product (i.e., not manufactured by or on behalf of you or your affiliates or branded with one of your or your affiliates' brands) that can be used with one of your DRS Products.
2. "**Eligible DRS Product**" means a DRS Product for which there is no consumable product that (i) is manufactured by or on behalf of you or your affiliates or branded with one of your or your affiliates' brands and (ii) can be used with that DRS Product.
3. "**Eligible DRS Purchase**" means a purchase by an end user of an Eligible DRS Consumable for an Eligible DRS Product that (a) is initiated via the DRS Service or attributable to a product recommendation sent by the DRS Service (as described in the Amazon Dash Replenishment – Referral Fees Schedule) and (b) occurs during the Term or DRS Wind-Down Period and within five years after the applicable DRS Product was first registered for use with the DRS Service.

2. **Referral Fees.** For each Eligible DRS Purchase, the responsible Amazon Party will pay you the referral fee ("**DRS Referral Fee**") set forth on the Amazon Dash Replenishment – Referral Fees Schedule, as updated from time to time in our discretion. A DRS Referral Fee is due only for purchases for which we have received final payment from or on behalf of an end user. If a purchase is made 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.

3. **Payment Terms.** Subject to the terms of this Section 5 of this Schedule, we will pay you DRS Referral Fees approximately 90 days after the end of the calendar month in which the applicable Eligible DRS Purchase is made. Upon your written request, we will make available to you a report summarizing Eligible DRS Purchases made during the 30-day period preceding such request, but you may not make this request more than once in any 30-day period. Unless we agree in our sole discretion to make payment by check (only available in the U.S.), all payments will be made via Electronic Funds Transfer ("**EFT**"), in the currency in which the Eligible DRS Purchases were made or other payment currency as set forth in the DRS Program Requirements or DRS Materials. If we pay you a DRS Referral Fee for a Eligible DRS Purchase in a currency other than the currency in which the purchase was made, we will convert the DRS Referral Fee from the currency in which the purchase 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 or deduction, as further described below) exceed $100. 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. We will deduct a payment processing fee in the amount of $15 from the DRS Referral Fees payable to you for each check we send to you. 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 DRS Referral Fee 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 DRS Referral Fee we previously paid you against future DRS Referral Fees 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 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 DRS Referral Fees pending resolution of such issue. If we determine that your account has been used to engage in deceptive, fraudulent, or illegal activity, then we may in our sole discretion permanently withhold DRS Referral Fees from you. If after we have terminated your account you open a new account without our express permission, we will not owe you any DRS Referral Fees under the new account. At the end of the DRS Wind-Down Period, we may withhold all DRS Referral Fees 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.

4. **Taxes.** 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 that we may be legally obligated to deduct or withhold from amounts due from the Amazon Parties, and the amounts due, as reduced by such deductions or withholdings, will constitute full payment to you. You will provide Amazon with any forms, documents or other certifications as may be requested by Amazon to satisfy any information reporting or tax obligations with respect to this Agreement.
6. **Survival.** All sections of this Schedule will survive any termination of this Agreement.

Amazon Frustration-Free Setup Schedule

The terms of this Schedule apply if you use any FFS Materials (defined below) or access, or enable access to, the FFS Service (defined below). The Amazon Parties for the purpose of this Schedule are Amazon.com Services LLC, and Amazon Media EU S.à r.l., or if you are a resident of India, the sole Amazon Party is Amazon Seller Services Pvt Ltd., or if you are a resident of France, the sole Amazon Party is Amazon Online France SAS.

1. **The Frustration-Free Setup Program**. The Frustration-Free Setup Program (the "**FFS Program**") allows you to develop Devices that can access or provide access to the Frustration-Free Setup services made available in connection with the FFS Program (each such Device, a "**FFS Product**", and the Frustration-Free Setup services, the "**FFS Services**") and obtain the Program Materials we make available to enable development of FFS Products ("**FFS Materials**").
2. **FFS Program Requirements**. You must comply with the Frustration-Free Setup Program Requirements, located at https://developer.amazon.com/support/legal/frustration-free-setup-program-requirements. Access to the FFS Service may be limited or disabled at any time, including where your FFS Products exceed certain usage thresholds or in connection with fraud or security issues. Upon request, you will provide us with reasonable access to the systems, hardware, software, and records related to your FFS Products and your use of the FFS Materials to allow us to verify your compliance with this Agreement.
3. **Participation in the FFS Program**. We may use device configuration, network information, and other data submitted to the FFS Service to provide and improve our products and services. We may include information about you and your FFS Products in our marketing materials to identify you as a participant in the FFS Program, including your name and logo and images and video of your FFS Products.
4. **Survival**. All sections of this Schedule will survive any termination of this Agreement.

Amazon Advertising Schedule

The terms of this Schedule apply if you use the Ad Services (as defined in the Amazon Advertising Agreement), which enable you to advertise your products. Your use of the Ad Services is governed by the Amazon Advertising Agreement, which is available at https://advertising.amazon.com/terms. To the extent there is any conflict between the Amazon Advertising Agreement and this Agreement with respect to the Ad Services, the Amazon Advertising Agreement will control.

Sidewalk Developer Service ("SDS") Schedule

The terms of this Sidewalk Developer Service ("**SDS**") Schedule ("**Schedule**") apply if you access or use any Sidewalk Program Materials, and these terms are part of the Amazon Developer Services Agreement (the "**Agreement**"). Capitalized terms used, but not defined, in these SDS Program Requirements have the meanings given in the Agreement.

1. **The Sidewalk Developer Service Program**. This Program enables you to (a) evaluate, develop, test, and troubleshoot the operation and compatibility of the Program Materials with your Devices and Apps (each of such is an "**SDS Product**"); (b) integrate the Program Materials into your SDS Products that access Amazon's Sidewalk ("**Sidewalk**"); and/or (c) enable access to Sidewalk using your SDS Products that

incorporate Program Materials. "**SDS Services**" means the services that we make available for access through the Program Materials. Sidewalk, SDS, and SDS Services are collectively referred to herein as the "**SDS Program**". We may place further limits on the use of certain Program Materials, including restricting their use in certain Devices and Apps.

2. **Participation in the Program**
    1. **Program Requirements** You hereby agree to comply with the SDS Program Requirements attached to this Schedule.
    2. **Participation**. You hereby grant us the nonexclusive, irrevocable, royalty-free right to distribute, and make available Content that your SDS Products transmit over Sidewalk, in order for us to provide the SDS Services. We may use data from the SDS Program, including information about the status and usage of your SDS Products, to provide and improve our products and services. We may include information about you and your SDS Products in our marketing materials to identify you as a participant in the SDS Program, including your name and logo and images and video of your SDS Products.
    3. **Disclaimer**. You agree that Sidewalk coverage, density, bandwidth, up-time, and availability (collectively "**Performance**") is not guaranteed and will change without notice. The SDS Program is provided as-is and Amazon disclaims any representations or warranties regarding the SDS Program, including, without limitation, Performance of Sidewalk, interoperation of Sidewalk with third-party applications or services, and/or any implied warranties of non-infringement, merchantability, or fitness for a particular purpose.
    4. **Technical Support**. Amazon may, but is not required to, provide technical support for SDS Services at its discretion and on an as-is basis.
    5. **Intellectual Property**. Amazon shall own all intellectual property and proprietary rights related to the SDS Program, including, without limitation any modification and/or derivatives thereof.
    6. **Review**. We may require you to submit your SDS Products and any modifications to such SDS Products to us for review and approval in connection with any proposed or actual distribution of (or otherwise making available use of) your SDS Products to any customers or end users.
    7. **Termination**. Amazon may monitor your SDS Products to the extent necessary to verify your compliance with the Agreement. If any monitoring reveals non-compliance with the Agreement, we may terminate your participation in the Program unless you immediately correct the non-compliance.
    8. **Data Usage**. If your SDS Products exceed certain data usage thresholds, your continued use of the Program Materials may be subject to additional terms or termination.
3. **Survival**. All sections of this Schedule will survive any termination of the Agreement.

Standalone Content Schedule

The terms of this Schedule apply if you submit any Standalone Content (defined below) for distribution or promotion through the Program. This Schedule does not apply to Apps that you submit to the Program, Product Information about those Apps, or the Content within those Apps.

1. **General**. We may provide you ways to make available text, video, audio, images, or other content to end users through the Program outside of any Apps you may have (collectively, "Standalone Content"). Examples of Standalone Content include radio, news, sports, recipe, and factual content. Standalone Content includes any related information, data, Product Information, and other digital materials you submit to us, and Standalone Content constitutes "Content" for all purposes under the Agreement. You will ensure that all of your Standalone Content complies with this Agreement and applicable Program Policies.
2. **Submission of Standalone Content**. If you choose to submit any Standalone Content to us, you will do so through the means we designate for that purpose. If you make Standalone Content available through an API or other electronic means, you hereby grant us all rights necessary to access and retrieve the Standalone Content through those means.
3. **Grants of Rights**.
    1. **Distribution** You hereby grant us the nonexclusive, irrevocable (subject to Sections 5 and 6 of this Schedule), royalty-free right to distribute and make available your Standalone Content through the

Program to end users worldwide (subject to Section 3e of this Schedule) by all means of electronic distribution available now or in the future. You also hereby grant us the nonexclusive, irrevocable (subject to Sections 5 and 6 of this Schedule), royalty-free, worldwide right to (i) use, evaluate and test your Standalone Content, (ii) allow end users to access and use your Standalone Content through all devices, applications, services, and interfaces through which we make the Program accessible, (iii) store, reproduce, display, reformat, modify, distribute, and publicly perform all Standalone Content, and (iv) insert closed captioning and metadata if applicable into the Standalone Content.

2. **Direct Distribution** We may provide you ways to directly distribute your Standalone Content to end users through our devices, applications, services, and interfaces (for example, distributing your broadcast radio content through a stream URL directly to end users through the Program), without us storing, reproducing, displaying, reformatting, modifying, distributing or publicly performing your Standalone Content. The grant of rights described in Sections 3(a)(iii) and 3(a)(iv) above will not apply to Standalone Content when you directly distribute it to end users as described in this section.

3. **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 the Product Information and Standalone Content for promotional and attributional purposes in connection with the Program.

4. **Additional Rights** In addition, we may exercise any ancillary rights relating to your Standalone Content that are reasonably necessary to effect the intent of the grants of rights contained in this Agreement. Nothing in this Agreement restricts us from exercising any right available to us under applicable law or any separate license.

5. **Geographic Filtering** If we provide you means to designate countries where you do not want your Standalone Content to be available to end users, we will implement measures intended to identify an end user's country and to not make your Standalone Content available to end users from countries you designate. We may rely on our determination of an end user's country for all purposes under this Agreement.

4. **Advertising**. If the Program Policies applicable to your Standalone Content permit advertising, you will ensure that any advertising presented to end users of the Standalone Content complies with all requirements of this Agreement. For example, your access to and use of information related to end users' use of advertising must comply with our privacy-related requirements, and advertising must comply with the Program Policies at the time such advertising is accessed by any end user.

5. **Content Availability; Withdrawal**. We may determine in our discretion whether Standalone Content will be made available through the Program. We may take actions as needed to restrict access to or availability of any Standalone Content that does not comply with this Agreement or that otherwise might adversely affect end users. Any withdrawal of any Standalone Content does not relieve you of responsibility to ensure you and your Standalone Content comply with this Agreement or to perform other obligations under this Agreement. Subject to other terms of this Agreement, you may withdraw Standalone Content from further distribution through the Program as of a specified date by giving us notice. We will use commercially reasonable efforts to stop our distribution of the Standalone Content 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 lose such rights or become aware of a third party claim related to these rights.

6. **Termination; Survival**. If the Agreement is terminated, we will stop our further distribution of your Standalone Content as of the date the termination takes effect. Sections 3, 4 and 6 of this Schedule and any other provisions that, by their nature, are intended to survive, will survive any termination of the Agreement.

Skill Developer Accelerator Program Schedule

The terms of this Schedule apply to you if you meet the Eligibility Requirements in this section for the Amazon Skill Developer Accelerator Program ("**SDAP**").

1. **Eligibility Requirements**. You are eligible for SDAP in a particular benefit period if you meet the associated "Eligibility Requirement" in the table below. A benefit period during which you meet the Eligibility Requirement is a "Benefit Period."

Benefit Period	Eligibility Requirement
July 1, 2022 – December 31, 2022	Your total SDAP Sales (defined below) in the prior calendar year is less than the SDAP Threshold (defined below)
2023 and subsequent calendar years	

2. **SDAP Royalty**. Notwithstanding anything to the contrary in this Agreement, the responsible Amazon Party will pay you the SDAP Royalty in the table below for sales of your Alexa Skills and In-Skill Products, up to the SDAP Threshold, that are made during the Benefit Period. For all sales of your Alexa Skills and In-Skill Products during the Benefit Period that exceed the SDAP Threshold, you will not receive the SDAP Royalty but you will receive the applicable Royalty outlined elsewhere in this Agreement.

Benefit Period	SDAP Royalty
July 1, 2022 – December 31, 2022	80% of the List Price for the applicable Amazon Marketplace as of the time of purchase and an additional 10% of the List Price for the applicable Amazon Marketplace as of the time of purchase
2023 and subsequent calendar years	80% of the List Price for the applicable Amazon Marketplace as of the time of purchase

3. **Miscellaneous**.
   1. Determinations of whether you meet the Eligibility Requirements, including any currency conversions we make in connection with our calculation of SDAP Sales, will be in our sole discretion.
   2. You will no longer be eligible to participate in SDAP if we determine, in our sole discretion, that you have engaged in any deceptive, fraudulent, or misleading act or omission with respect to your eligibility for or participation in SDAP (e.g., if you transfer your Alexa Skills in order to maintain SDAP eligibility).
4. **Definitions**.

1. "**Associated Developer Accounts**" are Program accounts: (i) that you have majority (over 50%) corporate, individual, or partnership interest in the ownership or shares in, (ii) owned or controlled by an individual or legal entity that has majority (over 50%) corporate, individual, or partnership interest in the ownership or shares of your Program account, (iii) that you have ultimate-decision making authority over, or (iv) owned or controlled by an individual or legal entity that has ultimate-decision making authority over one or more of your Alexa Skills or In-Skill Products.
2. "**SDAP Sales**" means the total aggregate value used to calculate Royalties for all of your Alexa Skills and In-Skill Products and all Associated Developer Accounts' (if any) Alexa Skills and In-Skill Products.
3. "**SDAP Threshold**" means US$1,000,000 in SDAP Sales.

Changelog (**view prior version**)

Changes to the Amazon Developer Services Agreement posted July 20, 2022

We've updated the Amazon Developer Services Agreement to add terms related to the Skill Developer Accelerator Program. Please review the full text of the updated Agreement carefully.

Changes to the Amazon Developer Services Agreement posted April 22, 2022

We've updated the Amazon Developer Services Agreement to update terms relating to the Alexa Connect Kit program for participants outside of the United States.

Changes to the Amazon Developer Services Agreement posted January 31, 2022

We've updated the Amazon Developer Services Agreement to update terms related to the calculation of referral fees for the Amazon Dash Replenishment program. Please review the full text of the updated Agreement carefully.

Changes to the Amazon Developer Services Agreement posted December 28, 2021

We've updated the Amazon Developer Services Agreement to add terms related to the Small Business Accelerator Program. Please review the full text of the updated Agreement carefully.

Changes to the Amazon Developer Services Agreement posted December 20, 2021

We've updated the Amazon Developer Services Agreement to update terms relating to the Alexa Connect Kit program, including adding terms for the Alexa Connect Kit SDK.

Changes to the Amazon Developer Services Agreement posted November 1, 2021

We've updated the Amazon Developer Services Agreement to add terms related to the Alexa-hosted Skills Program and to the submission of standalone content for distribution or promotion through Amazon programs, updated the Amazon entities party to the Agreement with respect to the Alexa Voice Service Program, and updated the ACK Service Fee and territories with respect to the Alexa Connect Kit Program.

Changes to the Amazon Developer Services Agreement posted September 24, 2021

We've updated the Amazon Developer Services Agreement to add our Data Protection Addendum, updated terms related to the Alexa Connect Kit program, and added terms related to paid Alexa Skills. We've also added Servicios Comerciales Amazon México S. de R.L. de C.V. as an Amazon entity party to the Agreement, and Amazon Services International, Inc. has changed to Amazon Services International LLC. Please review the full text of the updated Agreement carefully.

Changes to the Amazon Developer Services Agreement posted August 18, 2021

We've updated the Amazon Developer Services Agreement to add terms related to the Alexa Connect Kit program. Please review the full text of the updated Agreement carefully.

Changes to the Amazon Developer Services Agreement posted June 9, 2021

We've updated the Amazon Developer Services Agreement to update terms related to Amazon Dash Replenishment, including calculation of referral fees and removal of certain program requirements, and added survival terms for Prime Gaming Orders. Please review the full text of the updated Agreement carefully.

Changes to the Amazon Developer Services Agreement posted January 22, 2021

We've updated the Amazon Developer Services Agreement to add terms related to Sidewalk Developer Services. We've also removed a reference to the retired Amazon Giveaways Program. Please review the full text of the updated Agreement carefully.

Changes to the Amazon Developer Services Agreement posted November 10, 2020

We've updated terms to reflect the rebrand of Amazon GameOn to Leaderboards and Tournaments. All references to Amazon GameOn have been changed to Leaderboards and Tournaments.

Changes to the Amazon Developer Services Agreement posted August 10, 2020

We've updated terms to reflect the rebrand of Twitch Prime to Prime Gaming, effective August 10, 2020. All references to Twitch Prime have been changed to Prime Gaming.

Changes to the Amazon Developer Services Agreement posted July 7, 2020

We've added terms related to Amazon Advertising, made changes related to how Amazon may terminate or make changes to the Amazon Developer Services Agreement, and made other changes. Please review the full text of the updated Agreement carefully.

Changes to the Amazon Developer Services Agreement posted January 1, 2020

We've added terms related to Amazon Frustration-Free Setup, updated certain Amazon entities, and made other changes. Please review the full text of the updated Agreement carefully.

Changes to the Amazon Developer Services Agreement posted December 6, 2019

We've updated the Amazon Developer Services Agreement to add terms related to Amazon Dash Replenishment. Please review the full text of the updated Agreement carefully.

Changes to the Amazon Developer Services Agreement posted October 24, 2019

We've updated the Amazon Developer Services Agreement to add terms related to In-Skill Products made available through child-directed Alexa Skills. Please review the full text of the updated Agreement carefully.

Changes to the Amazon Developer Services Agreement posted October 1, 2019

We've updated the Amazon Developer Services Agreement to add terms related to Twitch Prime, and In-App Products made available through Mobile Apps. Amazon.com Int'l Sales, Inc. has changed its name to Amazon.com Sales, Inc. Please review the full text of the updated Agreement carefully.

Changes to the Amazon Developer Services Agreement posted February 14, 2019

We have launched the Amazon Moments service. We've updated the Amazon Developer Services Agreement to add terms applicable to the use of Amazon Moments. Please review the full text of the updated Agreement carefully.

Changes to the Amazon Developer Services Agreement posted November 16, 2018

We've updated the Amazon Developer Services Agreement to designate the Amazon entity party to the Agreement with respect to Alexa Skills distributed in Mexico. Please review the full text of the updated Agreement carefully.

Changes to the Amazon Developer Services Agreement posted September 25, 2018

We've updated the Amazon Developer Services Agreement to add terms related to Consumable In-App Products made available through Alexa Skills. Please review the full text of the updated Agreement carefully.

Changes to the Amazon Developer Services Agreement posted September 18, 2018

We've updated the Amazon Developer Services Agreement to add terms applicable to the Alexa Gadgets Program. Please review the full text of the updated Agreement carefully.

Changes to the Amazon Developer Services Agreement posted June 28, 2018

We've updated the Amazon GameOn terms related to payments and taxes. Please review the full text of the updated Agreement carefully.

Changes to the Amazon Developer Services Agreement posted May 24, 2018

We've renamed the Agreement (formerly the "App Distribution and Services Agreement"), added terms applicable to the Alexa Voice Service Program, removed Schedules for services that have been deprecated, and made other updates. Please review the full text of the updated Agreement carefully.

Changes to App Distribution and Services Agreement posted May 3, 2018

We've updated the App Distribution and Services Agreement to add terms related to In-App Products made available through Alexa Skills and the use of Amazon Pay to process payments related to Alexa Skills. Please review the full text of the updated Agreement carefully.

Changes to App Distribution and Services Agreement posted March 19, 2018

We have launched the Amazon GameOn service. We've updated the App Distribution and Services Agreement to add terms applicable to the use of Amazon GameOn. Please review the full text of the updated Agreement carefully.

Changes to App Distribution and Services Agreement posted February 14, 2018

We've revised the royalty structure for PC Games, PC Game In-App Products, PC Software, and PC Software In-App Products. Please review the full text of the updated Agreement carefully.

Changes to App Distribution and Services Agreement posted October 4, 2017

We are expanding the Alexa voice service to India. We've updated the App Distribution and Services Agreement to designate the Amazon entity party to the Agreement with developers who reside in India and develop Alexa Skills. Please review the full text of the updated Agreement carefully.

Changes to App Distribution and Services Agreement posted August 31, 2017

Alexa now supports kid skills. We've updated the App Distribution and Services Agreement to add terms related to the distribution on Alexa of skills directed to children under 13. Please review the full text of the updated Agreement carefully.

Changes to App Distribution and Services Agreement posted April 18, 2017

We have made a new app testing service available to developers. We've updated the App Distribution and Services Agreement so that the terms applicable to Live App Testing apply to any app testing services we make available. Please review the full text of the updated Agreement carefully.

Approved as to form on September 13, 2022 by Joshua R. Daniels

Gary Yee, President, Board of Education   10/27/2022

Sondra Aguilera, Acting Secretary, Board of Education 10/27/2022