

## APPLAND DISTRIBUTION AGREEMENT

This Agency Agreement (“Agreement”) is a legally binding agreement between:

YOU, being any person or company distributing Content under the terms of this Agreement (“You” or “Content Owner”); and Appland AB (“Appland”) a company incorporated under the laws of Sweden with address at: Viktoriagatan 19, 41125 Gothenburg, Sweden.

This Agreement sets forth the terms and conditions applicable to the agency relationship between You and Appland regarding Your distribution of Content through the Appland Store and/or Partner Stores by way of an agency, Appland being the agent and acting as Your proxy.

The “Terms and Conditions for Offline Retail Store Distribution” Appendix (“Appendix”) constitutes an integral part of this Agreement and sets forth the terms and conditions applicable to additional distribution services Appland may provide to You with regard to Your Content. When rendering such additional services, Appland may distribute Your Content via additional channels as specified in the Appendix and/or in its own name. The terms of the main body of this Agreement shall fully (but to the extent required be adjusted and/or particularly taking into account that even though Appland may act in its own name, the distribution via other channels shall be treated the same as a distribution via the Store and/or that the terms agency, agent, principal and related terms might need to be read accordingly) apply to any services or activities of Appland under the Appendix. Any and all references to this Agreement contained herein shall be considered references to the Agreement and the Appendix unless expressly provided otherwise.

### DEFINITIONS

“Agent Fee” means the fee owed by You to Appland as remuneration for Appland providing the services under this Agreement.

“Chargebacks” means any amounts charged back or otherwise returned to the End User, e.g. due to End User refunds or contested credit card transactions, and any fees or penalties associated therewith.

“Content” means an item which may be a software application, game, ringtone, music, image, artwork, user manual, electronic book or any other digital material, which is distributed by You through the Appland Store and, as the case may be, any Partner Store and/or Third Party Store, under the terms of this Agreement.

“Content Owner” means You as the person or company holding the rights in and to the Content.

“Device” means any End User’s device that can access the Appland Store and/or a Partner Store and/or on which Your Content may be installed and/or performed.

“End User” means any individual user who accesses Content for customary personal use purposes and not for redistribution.

“End User Information” means usernames, passwords or any other log-in information or any other personally identifiable information about End Users.

“End User Fee” means, collectively and individually, (a) the fee charged to an End User as remuneration for the grant of a license to the Content to such End User by You, all tax inclusive; and/or (b) the fee charged to an End User from within the Content for any additional services, licenses, functionality and/or products associated therewith, all tax inclusive.

“End User License Agreement” means a legally binding agreement between You and the End User (which may be a click-wrap, click-through or similar agreement) which grants a non-exclusive right and license to such End User to perform, display and/or otherwise use the Content on the Device.

“Gross Revenue” means the gross monetary revenue comprising of End User Fees actually collected by Appland on Your behalf during the reporting month, including any Transactional Taxes, and reduced by any Chargebacks.

“Net Revenue” means Gross Revenue less Transactional Costs.

“Partner Store” means any version of Appland Store (however named and/or branded) which is operated by Appland and distributed by or in cooperation with a partner of Appland (OEM, mobile network operator, etc.).

“Processor” means a company authorized by Appland to provide payment processing and fee collection services.

“Store” means both Appland Store and Partner Store(s) or any of them.

“Third Party Store” means any content store platform, software and/or service other than Appland Store or any Partner Store operated by a third party which is not a member of the Appland Group.

“Transactional Costs” means all costs associated with Gross Revenue, including but not limited to: (i) credit card, mobile carrier billing and other transactional fees; (ii) fees payable to Appland’s distribution Partners; and (iii) Transactional Taxes.

“Transactional Taxes” means value added tax, sales or services tax or any other similar transactional taxes.

“Appland Group” means Appland AB and any other company under direct or indirect control by Appland AB (Sweden).

“Appland Store” means the Appland Store service (in whatever form and however branded by Appland) which is owned and operated by Appland or any company within the Appland Group, and which provides the marketplace for distribution of the Content by You to End Users.

## 1. APPLAND AS YOUR AGENT

1.1. You hereby authorize and instruct Appland to act under the terms of this Agreement as Your non-exclusive agent for:

1.1.1 marketing and distributing Your Content to End Users through the Appland Store and, as the case may be, any Partner Store(s); and

1.1.2. collection of End User Fees (if charged by You);

1.1.3. providing Your Content to third parties for marketing and distribution in any Third Party Store on a sub-agency, sub-licensing, distribution services and/or other basis.

1.2. You also hereby authorize and instruct Appland to:

1.2.1. provide You with hosting services for storage of Your Content and related materials for the purposes of marketing and distributing Your Content to End Users;

1.2.2. market, demonstrate and promote Your Content;

1.2.3. receive and process orders from End Users;

1.2.4. issue invoices and collect End User Fees on Your behalf;

1.2.5. act as Your direct proxy with regard to Your relationships with End Users and/or Third Party Store owners or operators concerning Your Content;

1.2.6. deliver Content to End Users on Your behalf;

1.2.7. make Chargebacks;

1.2.8. perform any other activities reasonably necessary to fulfill its obligations under this Agreement, as determined by Appland.

1.3. You hereby grant Appland all rights reasonably necessary for Appland to fulfill its obligations as agent under this Agreement.

1.4. Appland may subcontract third parties (including but not limited to any entity within the Appland Group and/or the Processor) to fulfill any part of its obligations under this Agreement (including, but not limited to, such services as payment processing, fee collection, operation of the server, virus scanning, etc.) and assign or sublicense to third parties any part of its rights under this Agreement.

## 2. INTELLECTUAL PROPERTY RIGHTS

2.1. You are and shall remain the owner of all right, title and interest in and to Your Content, including all intellectual property rights therein such as, without limitation, copyrights, patents, trademarks and trade secrets. This Agreement does not transfer ownership of any of these rights.

2.2. You hereby grant Appland a non-exclusive, worldwide and royalty-free right and license to use Your Content for the purposes of this Agreement, including copying, distribution by electronic means, public display, public performance, communication of the Content to the public and any other means necessary for the performance of Appland's obligations under this Agreement.

2.3. You hereby grant Appland a non-exclusive, worldwide and royalty-free right and license to use Your trademarks, trade names, service marks, logos and/or other identifying or distinctive marks, as well as images identifying Your Content (icons, etc.), by placing, copying, reproducing publicly displaying and making them available online and on End Users' Devices in order to perform its obligations under this Agreement, including the distribution of Your Content through the Store, as well as by placing, copying, reproducing and publicly displaying and making them available in Appland's own advertising and promotional materials for the Store (whether online or offline).

2.4. Appland may sublicense any of the rights granted to it under Sections 2.2 and/or 2.3 to any third party that owns and/or operates a Third Party Store for the purposes of this Agreement, provided that:

2.4.1. Appland shall ensure that End User Fees, if set by You, are still applicable in the respective Third Party Store (provided, however, that Appland may exercise its rights set forth by Sections 4.2 and/or 4.3 specifically for such Third Party Store) and that such End User Fees are transmitted to You as per Section 8;

2.4.2. Appland shall ensure that any Content removed from the Store (whether by You or by Appland) is also removed from any Third Party Store within a reasonable amount of time and, in any case, within no more that ninety (90) days;

2.4.3. Appland shall (and You hereby authorize and instruct Appland to) use its commercially reasonable efforts to provide the sub-licensee with the End User License Agreement and the

information related to the Content provided to Appland by You.

2.5. Nothing in this Agreement grants You a right to use any of Appland's or its partners' trademarks, trade names, service marks, logos or other identifying or distinctive marks.

2.6. End User License Agreement. You shall enclose an End User License Agreement in Your Content which covers the terms and conditions of the license granted by You to the End User and governs the use of Your Content by the End User. Where there is no such End User License Agreement enclosed in Your Content, You hereby agree that each End User who downloaded your Content via the Store is automatically granted by You a non-exclusive, non-transferable, worldwide right and license to use Your Content on the End User's Device, such license being perpetual, unless Your Content is distributed to End Users with limited availability on a trial basis, in which case such license is limited to the trial period only. Under this license, You shall be solely responsible for maintenance and support services, any warranty or product claim in relation to Your Content, any third party intellectual property right infringement claim and for legal compliance. In any case, the End User License Agreement shall be made between You and End User only, Appland in no case being a party to any End User License Agreement.

### 3. USE OF THE STORE

3.1. In order to make use of the Store, You must have a valid Store account. Such Store account allows You to view and amend Your profile, the information about Your Content and payment details, to manage promotional activities, to view statistics and sales information, and to permit or disable reviews and End Users' comments.

3.2. You must provide Appland with the valid profile information including Your email, Your company name, VAT-ID and/or other tax ID, addresses, country of residence, website, order email, user support email, urgent support email (to be used by Appland only), and any other information Appland may reasonably require (e.g. telephone number, fax number, the name of Your contact person, etc.).

3.3. In order to charge an End User Fee for Your Content, You must provide Appland with valid payment information which Appland will use to transfer You the End User Fees collected by Appland for You and on Your behalf (net of the Agent Fee).

3.4. You must provide Your Content to Appland Store together with the following information: the title of Your Content, a full description of Your Content, a short description of Your Content (which may be generated by Appland if not provided), instructions, a thumbnail for the catalogue (which may be generated by Appland if not provided), images (screenshots), the platform details and other technical requirements, the version (if applicable), the category, the terms of distribution of Content (e.g. whether the Content is provided with a trial period), applicable End User Fees (or lack thereof) and , keywords, Content classification information (e.g. not

recommended for End Users of certain age or other criteria), the status of Content (active/non-active), serial numbers (if the serial number generation form is not chosen), builds and their description (title, version, platform, device, language, file formats, compatibility), etc.

3.5. You shall be solely responsible for ensuring and You hereby represent and warrant that the information You provide to Appland and to End Users is true, accurate and valid and that Your Content is safe, free of defects in design and operation, and that it complies with any and all applicable laws and regulations.

3.6. Restricted Content. You may not upload, display and distribute any Content or associated material that violates any of Appland's policies, or that:

3.6.1. disrupts, disables, damages in any way or accesses in an unauthorized manner any Device, software or network or personal data of any End User, Appland, any Appland partner or any other third party, including but not limited to, content transmitting viruses, worms, malware, spyware;

3.6.2. contains or links to any illegal content, any child pornography, obscenity, nudity, sexual activity, extremist, hatred, violent, discriminatory, defamatory or any other material whose distribution is forbidden or restricted under applicable laws;

3.6.3. processes in an unauthorized manner private and confidential information of individuals;

3.6.4. infringes, or links to any site that infringes, any intellectual property rights, including copyright, trademark, patent, know-how or any other proprietary rights of others;

3.6.5. facilitates online gambling, including but not limited to, online casinos, sports betting and lotteries;

3.6.6. mimics functionality or warnings from an End User's operating system or other applications;

3.6.7. facilitates, promotes, endorses or otherwise enables distribution of any content outside of the Appland Store or a Partner Store (e.g. any other content store or similar content distribution platform), diverts End Users to or provides links to any other content stores or similar content distribution platforms, or provides links to any other site or application that mimics the Appland Store or a Partner Store or passes itself off as the Appland Store or a Partner Store;

3.6.8. allows, facilitates, promotes, endorses or otherwise enables making or processing payments by the End User from within such Content via any tool or method other than the ones offered and supplied by Appland.

3.7. You shall submit Your Content, materials and information to Appland in a format and using

the delivery methods and tools as prescribed by Appland.

3.8. Appland may cease displaying, promoting and giving access to Your Content if it is not properly uploaded.

3.9. If Your Content includes any software licensed under an Open Source Initiative Approved License, it must not cause any Appland software to become subject to the terms of any such license, which You hereby represent and warrant.

3.10. Content ratings will be used to determine the placement of Your Content on the Store with higher rated Content generally given better placement, subject to Appland's right to change placement at Appland's sole discretion. End Users who download Your Content will be able to rate it. If Your Content has not received any rating from End Users, Appland may rate it at its sole discretion based on its quality and history (e.g. uninstall and/or Chargebacks rates).

3.11. You shall be solely responsible for any classification, categorization or characterization of Your Content (including but not limited to as sensitive or age-restricted Content) as may be required under any applicable law. In no case shall Appland be liable for any classification, categorization or characterization of Your Content made by You; provided, however, that Appland may re-classify, re-categorize or re-characterize Your Content at its sole discretion.

3.12. At any time and from time to time, Appland may offer You additional promotional services by offering preferred placement of Your Content or otherwise promoting Your Content to End Users. Any such services shall be provided under terms and conditions determined solely by Appland and may be provided for a fee. If such services are provided for a fee, provision of such services shall require Your express opt-in consent (which may be given using the tools provided by Appland).

#### 4. END USER FEES

4.1. You are free to choose to (a) not to charge any End User Fees for or within Your Content; or (b) to charge End User Fees for and/or within Your Content, including but not limited to for providing additional services, licenses, functionality and/or products associated with Your Content and/or extension of the term of license granted to an End User by You (e.g. beyond the initial limited trial period).

4.2. If You wish to charge End User Fees, You shall set such End User Fee rates at Your sole discretion, using the tools provided by Appland. You hereby expressly acknowledge and agree that the tools offered by Appland may limit Your choice of the exact amounts of End User Fees You wish to charge, including but not limited to determining the available options of the amounts to choose from (e.g. if You wish to charge an End User Fee of USD 1.57, Appland may require You to set the End User Fee as USD 0.99 or USD 1.

instead). The End User Fee rate must be all tax inclusive, meaning it has to include any and all

taxes (such as VAT, sales or services tax or any other similar Transactional Taxes) applicable.

4.3. You may denominate End User Fee rates only in the currencies permitted by Appland. Appland may, if it so elects or is so required by any applicable law, convert the amounts to the local currency or currencies used for the Appland Store, a Partner Store or a Third Party Store using the conversion rate chosen by Appland. To maximize gross receipts in light of local market conditions Appland may vary the Fee for certain markets as determined by Appland in its reasonable discretion.

4.4. You may distribute free trial versions of Your Content with an option to buy the license for the full version of the Content provided that You distribute the full version of the same Content through the Appland Store and, as the case may be, a Partner Store, for an End User Fee.

4.5. YOU ARE SOLELY RESPONSIBLE FOR ALL TAXES RELATED TO YOUR DISTRIBUTION OF CONTENT THROUGH THE APPLAND STORE AND/OR PARTNER STORES AND/OR THIRD PARTY STORES (SUCH AS, WITHOUT LIMITATION, ANY VALUE ADDED TAX, SALES OR SERVICES TAX OR ANY OTHER SIMILAR TRANSACTIONAL TAXES), INCLUDING DETERMINING THE APPLICABLE TAX RATE (WHICH HAS TO BE COMMUNICATED TO APPLAND USING THE TOOLS PROVIDED BY APPLAND OR AT THE CONTACT DETAILS SPECIFIED BY APPLAND), REPORTING AND REMITTING TAXES TO THE APPROPRIATE TAXING AUTHORITIES, ETC. APPLAND TAKES NO RESPONSIBILITY AS TO DETERMINING, CALCULATING, REPORTING OR REMITTING ANY SUCH TAXES ASSOCIATED WITH YOUR CONTENT.

4.6. You shall indicate the total rate of all applicable Transactional Taxes using the tools provided by Appland. It is Your sole responsibility to determine the correct total rate of all taxes applicable to the distribution of Your Content through Appland Store and/or Partner Stores, and to indicate the total tax rate to Appland using the tools provided by Appland. Appland will neither determine tax rates for You nor check the tax rates indicated by You. Appland will base the calculation of the Transactional Taxes entirely on the tax rates indicated by You and the correctness of these figures is Your responsibility.

4.7. Appland will pass on to You the entire amount of Transactional Taxes collected in relation to Your Content, based upon the total applicable tax rate indicated by You to Appland.

## 5. MAINTENANCE AND SUPPORT

5.1. Any maintenance and support service in relation to the Content is Your responsibility. You shall be solely responsible for the Content, quality and performance of the Content, correctness and sufficiency of the information You provide to End Users, for any express or implied product warranty, support, maintenance or other obligations related to the Content, for communicating with End Users regarding the Content and for addressing any End User complaints and claims



about the Content.

5.2. You agree to provide End Users with support by email or phone, state Your name, address, support email address or phone number at an appropriate place within the Content, and respond to End User related issues pertaining to the Content within ten (10) business days.

5.3. Where You become aware of any serious default in Your Content, You shall immediately inform Appland about such a default.

5.4. Appland has no obligation to provide any maintenance and support to End Users in relation to Your Content. Appland may (but is not obliged to) address any complaint of an End User and Appland may, in addressing such complaint of an End User and at Appland's sole discretion, transfer the End User Fee back to the End User which shall constitute a valid Chargeback.

## 6. CHARGEBACKS

6.1. Billing disputes received by Appland (or its Processor) concerning Content licensed for End User Fees of less than ten US Dollars (USD 10) may be automatically charged back, in addition to any handling fees charged by Appland (except where multiple disputes are initiated by an End User with abnormal dispute history). Chargeback requests concerning End User Fees of ten US Dollars (USD 10) or more will be handled on a case by case basis.

6.2. If Chargebacks result in a negative amount of Gross Revenue for a particular month, Appland shall at its discretion either: (i) offset such negative amount against future payments You are owed under this Agreement; or (ii) invoice this amount to You, in which case You hereby agree to pay within thirty (30) days of the date of invoicing any amounts invoiced by Appland to You as a result of such Chargebacks.

## 7. PRIVACY

7.1. End User Privacy. You shall be solely responsible for protecting the privacy and legal rights of End Users of Your Content under all applicable laws and regulations, and, as a minimum, You shall do as follows:

7.1.1. If End Users provide You with, or You gather or access End User Information, You must make the End Users aware that certain End User Information will be available to You, and You must provide a legally adequate privacy notice to End Users about it, obtain the End User's permission to gather and use End User Information and ensure the protection of such End User Information.

7.1.2. You may only use End User Information for the limited purposes for which the End User has given You permission to do so and only as long as it is needed to achieve such purposes, and in no case may the End User Information be used in any manner that would violate Your

privacy policy.

7.2. Appland and/or its partners and/or subcontractors (including but not limited to any entity within the Appland Group and/or the Processor) may collect certain statistics from the Store and End Users' Devices, including but not limited to, information on how the Store and Devices are being used. The information collected is examined in the aggregate to make improvements to the Stores. Appland may, at its sole discretion, provide limited aggregate information to You for You to be able to improve Your Content.

7.3. If Appland subcontracts third parties (including but not limited to any entity within the Appland Group and/or the Processor) to fulfill its obligations under this Agreement (cf. Section 1.4), some of the data provided by You to Appland according to Sections 3.2 and 3.3 of this Agreement might need to be transferred or disclosed to such third parties for that purpose. You hereby expressly consent to such transfer or disclosure of the data according to Sections 3.2 and 3.3 of this Agreement.

## 8. AGENT FEE AND TRANSFER OF END USER FEES TO YOU

8.1. If You charge End User Fees, within thirty (30) days after the end of each month, Appland will issue to You a summary report of amounts payable pursuant to this Agreement and present You an invoice for the Agent Fee for such month.

8.2. Agent Fee Rate. Appland shall, for its services under this Agreement, be remunerated with an Agent Fee in the amount of thirty percent (30%) of the Net Revenue. The amount of such Agent Fee may be subject to revision from time to time.

8.3. Payment of Agent Fee shall take place within thirty (30) days after the end of each month by Appland setting off the Net Revenue against the Agent Fee for such month.

8.4. Provided that Appland has been paid by the Processor, that You are not in a material breach of any of Your obligations under this Agreement and subject to the minimum payment amount set forth in Section 8.5 of this Agreement, within thirty (30) days after the end of each month Appland will transfer to You an amount equal to the Net Revenue less the Agent Fee plus the Transactional Taxes regarding such month.

8.5. Minimum Payment Amount. Appland shall have no obligation to effect payment to You in any month in which the total amount You are owed is less than one hundred US Dollars (USD 100). Amounts under one hundred US Dollars (USD 100) will be retained and accumulated with amounts accruing in subsequent months until thirty (30) days after the end of the month in which the total amount payable comes to exceed one hundred US Dollars (USD 100). Accumulated amounts shall not accrue any interest.

## 9. CONTENT REMOVAL

## 9.1. Content Removal by You

9.1.1. You may remove Your Content from future distribution through the Store at any time, provided that the removal of Your Content shall not:

- a) affect the license rights of End Users who have previously licensed Your Content; or
- b) lead to removal of Your Content from Devices or from any part of the Store where previously licensed Content is stored on behalf of End Users; or
- c) change Your obligation to deliver or support Your Content or services that have been previously licensed or purchased by End Users.

9.1.2. If You remove Your Content from the Store as a result of an allegation of a certain wrongdoing that constitutes a violation of Section 3.6 of this Agreement, You shall immediately notify Appland about it and, if Appland instructs You so, charge back to the affected End User who licensed such Content within a year before the date of removal all amounts paid by such End User for such affected Content.

## 9.2. Content Removal by Appland

9.2.1. Appland may block or remove Your Content from the Store, if Appland is notified by You or otherwise becomes aware or determines at its sole discretion that Your Content or any portion thereof or any related materials:

- a) are in violation of Sections 3 — 7 of this Agreement; or
- b) violates Appland's policies or policies applicable within the Appland Group as set forth by Appland or the respective entity within the Appland Group and may be amended by Appland or the respective entity within the Appland Group from time to time;
- c) has a serious default, is of low quality, or (in the opinion of Appland) creates excessive uninstalls or Chargebacks;
- d) may create liability for Appland, any entity within the Appland Group, the Processor, and/or any of their contractors or partners.

9.2.2. Appland reserves the right, at its sole discretion, to suspend and/or remove Your Content or any associated material from the Store, as well as to bar You from the Store by suspending and/or deactivating Your Appland Store account.

9.2.3. Appland reserves the right to remove Your Content if it is in violation of the terms of service

of Device manufacturers, mobile network operators and/or other partners with whom Appland has entered agreements to place the Appland Store (or, as the case may be, Partner Store) software on Devices.

9.2.4. If Your Content is removed due to violation of Section 3.6 of this Agreement, You shall charge back to Appland all amounts received by You, plus any Chargebacks or, if You fail to do so, such amounts may be withheld by Appland, at its sole discretion, from any future amounts due to You.

## 10. REPRESENTATIONS AND WARRANTIES

10.1. YOU EXPRESSLY UNDERSTAND AND AGREE THAT YOUR USE OF THE STORE IS AT YOUR SOLE RISK AND THAT THE STORE IS PROVIDED "AS IS" AND "AS AVAILABLE" WITHOUT WARRANTY OF ANY KIND.

10.2. APPLAND SHALL NOT HAVE ANY OBLIGATION TO (ALTHOUGH IT MAY) MONITOR YOUR CONTENT, ASSOCIATED MATERIALS AND INFORMATION OR YOUR USE OF THE STORE FOR COMPLIANCE WITH APPLICABLE LAWS, REGULATIONS OR THIS AGREEMENT.

10.3. APPLAND FURTHER EXPRESSLY DISCLAIMS ALL WARRANTIES AND CONDITIONS OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTIES AND CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT.

10.4. Your representations and warranties. You hereby represent and warrant that:

10.4.1. You have the full power, legal right and authority to enter into this Agreement and perform the obligations thereunder;

10.4.2. if You are agreeing to be bound by this Agreement on behalf of Your employer or other entity You represent, You have full legal authority to enter into this Agreement on behalf of such employer or entity;

10.4.3. the information You provide to Appland under this Agreement is true and accurate;

10.4.4. Your Content as submitted and as subsequently updated or upgraded complies with Sections 3.5 and 3.6 of this Agreement; and

10.4.5. You have all intellectual property rights and permissions in relation to Your Content allowing You to distribute the Content (including the third-party materials in Your Content, if any) under the terms and conditions of this Agreement and to license the rights in and to such.

10.5. Except for the express representations and warranties set forth in this Agreement, neither You nor Appland make any other representations or warranties. Each party expressly disclaims all other representations or warranties, express or implied.

## 11. INDEMNIFICATION

11.1. You hereby agree to indemnify, defend and hold harmless Appland, any entity within the Appland Group, the Processor, their respective affiliates, contractors, partners, successors, assigns, as well as their respective directors, officers and employees from and against all claims, demands, actions, proceedings, liabilities, damages, losses, costs and expenses (including reasonable legal fees) arising out of or in relation to or accruing from:

11.1.1. any actual or alleged breach of Your obligations, representations and/or warranties under this Agreement;

11.1.2. Your actions or Your Content actually or allegedly infringing the intellectual property rights of any third party;

11.1.3. Your actions or Your Content actually or allegedly violating the personal information or privacy rights of any person;

11.1.4. Your actions or Your Content actually or allegedly violating any applicable data protection, or consumer protection or unfair competition law;

11.1.5. Your actual or alleged breach of any warranty, representation or other obligation (including but not limited to any support and maintenance obligation) to End Users; or

11.1.6. taxes according to Section 4.5 of this Agreement (including any claims against Appland due to joint and several liability provisions).

## 12. LIABILITY

12.1. AS THE PRINCIPAL, YOU ARE AND SHALL BE SOLELY LIABLE FOR ANY AND ALL CLAIMS, DEMANDS, ACTIONS, PROCEEDINGS, LIABILITIES, DAMAGES, LOSSES, COSTS AND EXPENSES INVOLVING OR RELATING TO THE CONTENT, INCLUDING VIOLATION OF ANY THIRD PARTY RIGHTS OR CONTRACT, ANY LAW OR REGULATION, BY DISTRIBUTION OF THE CONTENT UNDER THIS AGREEMENT.

12.2. In case of a material breach by You of this Agreement (including but not limited to any breach by You of Sections 3.5, 3.6, 4.5 or 7.1 of this Agreement), Appland may notify You of the material breach and suspend payment of the outstanding amounts owed to You (with no interest to be paid for such suspension) until You remedy the breach within the period given to You by Appland for these purposes, such period being not less thirty (30) calendar days.

12.3. LIMITATION OF LIABILITY. EXCEPT FOR BREACHES OF SECTIONS 3.5, 3.6, 4.5 OR 7.1 OF THIS AGREEMENT OR WITH RESPECT TO YOUR OBLIGATIONS UNDER SECTION 11 OF THIS AGREEMENT, IN NO EVENT SHALL EITHER PARTY, ANY ENTITY WITHIN THE APPLAND GROUP, THE PROCESSOR, THEIR RESPECTIVE AFFILIATES, CONTRACTORS, PARTNERS, SUCCESSORS, ASSIGNS, AS WELL AS THEIR RESPECTIVE DIRECTORS, OFFICERS AND EMPLOYEES BE LIABLE TO THE OTHER FOR ANY INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES (INCLUDING BUT NOT LIMITED TO LOSS OF ANTICIPATED PROFITS) IN CONNECTION WITH OR ARISING OUT OF THIS AGREEMENT OR THE FURNISHING, FUNCTIONING, USE, DISTRIBUTION OR, MARKETING OF THE CONTENT OR ANY RELATED ITEM OR SERVICE PROVIDED BY YOU OR APPLAND INCLUDING LOSS OF DATA. IN NO EVENT SHALL APPLAND'S TOTAL CUMULATIVE LIABILITY FOR ALL CLAIMS ARISING OUT OF OR RELATED TO THIS AGREEMENT EXCEED THE TOTAL AMOUNT OF AGENT FEES APPLAND RECEIVES UNDER THIS AGREEMENT DURING THE TWELVE (12) MONTHS IMMEDIATELY PRECEDING ANY SUCH CLAIM. Notwithstanding the foregoing, or anything to the contrary herein, in no event will the exclusion of damages or limitations of liability apply to liabilities that cannot be limited by law.

12.4. If Appland becomes aware of Content with child abuse or any other illegal materials subject to criminal law, Appland may report it to the appropriate authorities and delete Your Appland Store account as well as Appland Store accounts of those involved, as determined at Appland's sole discretion, with the distribution of such Content.

12.5. Appland shall not be liable for any delay or failure to fulfill its obligations hereunder that results from acts of God, war, civil disturbance, court order, legislative or regulatory action, catastrophic weather condition, failure or fluctuation in electrical power or other utility services or other cause beyond its control.

### 13. TERM AND TERMINATION

13.1. This Agreement commences on the date of Your online or email acceptance (as described below), and shall remain in effect until terminated as provided in this Section 13.

13.2. You may terminate this Agreement in whole or in part by removing, respectively, all or part of Your Content from the Store as described in Section 9.1 of this Agreement. Appland may terminate this Agreement in whole or in part by removing, respectively, all or part of Your Content from the Store as described in Section 9.2 of this Agreement.

13.3. Either party may terminate this Agreement for any reason or without reason and at any time by giving the other party a ninety (90) days prior written notice. Either party may terminate this Agreement if the other party is in a material breach of any term or condition of this Agreement and such breach is not remedied for a period of thirty (30) calendar days (or a longer period if allowed to the party in breach by the other party) after the party in breach has been

notified of the breach by the other party.

13.4. Appland may terminate this Agreement unilaterally by giving You a written notice with an immediate effect if Appland is required to terminate the Agreement by law or Your Content violates any of the restrictions under Section 3.5, 3.6, 4.5 or 7.1 of this Agreement.

13.5. Rights and Duties Upon Termination. In the event of termination of this Agreement:

13.5.1. You shall remove any and all of Your Content (or, in the event this Agreement is terminated in part, the respective part of Your Content) from the Store as provided in Section 9.1 of this Agreement, and, if the Agreement is terminated in full, cease using Your Appland Store account;

13.5.2. Appland may (but shall not be obligated to unless You remove Your content as provided in Section 9.1 of this Agreement) remove Your Content from the Store and stop distributing Your Content after the effective date of such termination;

13.5.3. within thirty (30) days after Your Content is removed from the Store, Appland shall provide You with a statement of all outstanding amounts due to You under this Agreement with respect to such Content;

13.5.4. Appland may set off the outstanding amounts against the damages, losses, cost, expenses incurred by Appland as a result of any claim arising from Your material breach of this Agreement and transfer the residue to You, such money bearing no interest;

13.5.5. You shall be responsible for continued support of Your Content licensed to End Users.

13.6. You acknowledge and agree that the termination of this Agreement does not terminate the rights or licenses of any End User to continue to use Your Content, if Your Content was licensed by the End User prior to the effective date of termination.

## 14. GENERAL PROVISIONS

14.1. Either party may sublicense, assign or delegate any right or duty hereunder to any of its affiliates without the consent of the other party but with a ninety (90) days' prior written notice, unless otherwise provided for in this Agreement.

14.2. This Agreement will not be construed to create a joint venture or partnership between the parties.

14.3. All notices under or relating to this Agreement may be sent by e-mail or by registered mail to the address below or to any other address the parties may designate in writing and shall be deemed effective upon receipt.

14.4. Appland may, from time to time, modify the terms of this Agreement by:

14.4.1. posting the revised agreement on its website and notifying You of the change by e-mail or a news article; or

14.4.2. notifying You of the change by e-mail and forwarding a copy of the revised Agreement to You electronically upon Your request; or

14.4.3. any other means reasonably deemed suitable to inform You of the terms of the revised Agreement.

14.5. UNLESS YOU REMOVE ANY AND ALL OF YOUR CONTENT FROM THE STORE AS PROVIDED IN SECTION 9.1 OF THIS AGREEMENT (IN WHICH CASE THIS AGREEMENT SHALL BE AUTOMATICALLY TERMINATED) WITHIN FIVE (5) BUSINESS DAYS FROM THE DAY OF RECEIVING NOTICE OF CHANGES TO THIS AGREEMENT, YOU WILL BE DEEMED TO HAVE ACCEPTED THE TERMS OF THE REVISED AGREEMENT AND THE REVISED AGREEMENT WILL TAKE EFFECT AND BE BINDING ON BOTH PARTIES AT THE END OF SUCH FIVE (5) BUSINESS DAY PERIOD UNLESS OTHERWISE EXPRESSLY PROVIDED IN APPLAND'S NOTIFICATION OF THE CHANGES TO YOU.

14.6. This Agreement (and any question about its subsistence, effect or termination) is governed by and to be interpreted in accordance with the laws of Sweden, except that body of laws regarding conflict of laws. In the event of a dispute arising out of or relating to this Agreement (including non-contractual disputes or claims), the parties shall first seek settlement of that dispute by negotiation. Any dispute arising out of or in relation to this Agreement shall be finally settled by, and the parties hereby agree to and waive any objections against (including but not limited to objections under forum non conveniens) the exclusive jurisdiction and authority of, the competent courts of Sweden. Nothing in this Agreement will be deemed as preventing either party from seeking injunctive relief (or any other provisional remedy) from any court having jurisdiction over the parties and the subject matter of the dispute as is necessary to protect either party's name, proprietary information, trade secrets, know-how, or any other intellectual property rights. Should any arbitration, litigation or other proceedings (including proceedings in bankruptcy) be commenced arising out of, concerning or related to any provision of this Agreement, or the rights and duties of any person or entity hereunder, the prevailing Party (solely as between You and Appland) in such litigation or proceeding shall be entitled, in addition to such other relief as may be granted, to recover its actual attorneys' fees, costs, disbursements and expenses incurred by reason of such proceedings.

14.7. The Parties hereto have expressly agreed that this Agreement and related documents shall be written and interpreted in the English language. Any notices required or provided under this Agreement shall be in English. In the event of any conflict between the English version of this Agreement (or any notices) and a translation, the English version will prevail.



14.8. If any court of law having the jurisdiction to decide on this matter rules that any provision of this Agreement is invalid, then that provision shall be deemed removed from this Agreement without affecting the rest of this Agreement. The remaining provisions of this Agreement will continue to be valid and enforceable.

14.9. This Agreement (and its exhibits, attachments and addenda, if any) set forth the entire understanding of the parties with respect to the subject matter of this Agreement and supersede all prior agreements, understandings and negotiations with respect to the subject matter hereof.

14.10. A printed version of this Agreement, a facsimile copy of it and of any notice given in electronic form shall be admissible in judicial or administrative proceedings based upon or relating to this Agreement to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form.

14.11. Sections 7, 8, 11, 13.5 and 14 of this Agreement shall survive the expiration or termination of this Agreement.

\* \* \*

#### APPENDIX — TERMS AND CONDITIONS FOR OFFLINE RETAIL STORE DISTRIBUTION

1. In addition to the terms and conditions of the main body of the Agreement, if and as long as You choose not to charge any End User Fees for Your Content, You also hereby authorize Appland to provide distribution services (“Services”) to You by marketing and/or distributing such Content to End Users via physical, non-online retail stores owned and/or operated by third parties in particular without limitation for selling or otherwise procuring or promoting Devices to End Users (each, a “Retail Store”).

2. For the purposes of Appland providing the Services to You, You hereby grant Appland additionally a non-exclusive, irrevocable (to the extent set forth herein), sub-licensable (to the extent set forth herein), royalty-free, perpetual, worldwide right and license to:

2.1. use, copy, reproduce and/or install (and/or have used, copied, reproduced and/or installed namely by third parties operating Retail Stores or their service providers) the Content on an unlimited number of devices (including Devices but not limited to them and including servers and server-like devices such as distribution terminals accessible by End Users and/or Retail Store staff), and

2.2. market and distribute and make the Content publicly available (by installing and/or reproducing or allowing third parties to install and/or reproduce, or making available for installation and/or reproduction and/or marketing, or otherwise) the Content, publicly perform or

display the Content.

3. Appland may sublicense any right and license granted to it under Section 2 of this Appendix without Your additional consent to: (i) any entity within the Appland Group; or (ii) any third party that owns and/or operates a Retail Store. Appland shall only sublicense its rights in Your Content for the purposes of and as contemplated under the Services to You hereunder.

4. Appland shall have no obligation to provide to You any reports or to render any accounts with regard to Services or the distribution of Your Content via Retail Stores. Appland will, however, use its reasonable efforts to provide You with statistical data and/or other information with regard to Services via the Appland Store developer console interface. Such information is provided without obligation and as is, and Appland hereby expressly disclaims any warranty, whether express, implied or statutory, of such information's accuracy, completeness or relevance.

5. This Appendix may be terminated together with the Agreement, in full or in part with regard to certain Content, only if the Agreement is terminated in full or in the respective part as provided in Section 13 of the Agreement. Notwithstanding the foregoing, You may terminate this Appendix (separately from the Agreement) by choosing to opt-out of the Services using the tools provided to You by Appland (including by sending an e-mail containing Your express will to opt-out of the Services to support@appland.se from Your e-mail address registered in Your Appland Store account).

6. If this Appendix is terminated (whether together with the Agreement or separately), Appland shall be entitled to provide Services and to use Your Content as provided in Section 2 of this Appendix for additional 30 (thirty) business days after the effective date of termination.

7. This Appendix constitutes an integral part of the Agreement, and shall be considered accepted and agreed to by You if and as long as You have accepted the Agreement. Sections 2, 3, 5, 7, 9, 10, 11, 12, 13, 14 of the Agreement shall be directly applicable (with respective changes) to Your relationship with Appland concerning Services and distribution of Your Content via Retail Stores and as otherwise contemplated in this Appendix.

\* \* \*

BY CREATING A APPLAND STORE ACCOUNT (INCLUDING BUT NOT LIMITED TO SUBMITTING YOUR ELECTRONIC ACCEPTANCE OF THIS AGREEMENT BY CLICKING ON "ACCEPT" OR OTHER BUTTONS PROMPTING YOU TO ACCEPT THIS AGREEMENT ON THE RELEVANT APPLAND STORE ACCOUNT REGISTRATION PAGE), BEGINNING TO USE THE STORE (INCLUDING BUT NOT LIMITED TO SUBMITTING ANY OF YOUR CONTENT TO THE STORE) AND/OR REPLYING "I AGREE" TO THE EMAIL WITH THIS AGREEMENT, YOU: (I) REPRESENT AND WARRANT THAT THE INFORMATION PROVIDED BY YOU IS TRUE

AND ACCURATE; YOU HAVE THE FULL LEGAL CAPACITY NECESSARY TO ENTER INTO THIS AGREEMENT UNDER ANY LAW THAT MAY BE APPLICABLE TO YOU, AND THAT YOU ARE, IN ANY CASE, AT LEAST EIGHTEEN (18) YEARS OLD; YOU ARE EITHER THE CONTENT OWNER OR AN AUTHORIZED OR LEGAL REPRESENTATIVE OF THE CONTENT OWNER, AND HAVE THE POWER AND AUTHORITY TO BIND THE CONTENT OWNER TO THIS AGREEMENT AND ENTER INTO THIS AGREEMENT ON ITS BEHALF; AND (II) ACKNOWLEDGE THAT YOU HAVE READ THIS AGREEMENT (INCLUDING THE APPENDIX), UNDERSTAND IT, AND AGREE TO BE BOUND BY ITS TERMS AND CONDITIONS AND/OR HAVE CAUSED THE CONTENT OWNER TO DO SO.

---

Date of publication: July 15, 2014