

## **MICROSOFT STORE**

### **Version 8.6**

**Effective Date: July 10, 2020**

### **App Developer Agreement**

Thank you for your interest in building apps for Windows. This App Developer Agreement; Microsoft Store (this "Agreement") includes the Exhibits and all documents expressly referenced herein and describes the relationship between you, as an entity or individual who accesses Partner Center ("you"), and Microsoft Corporation ("Microsoft," "we," "us" or "our"), and governs your use of Partner Center and the Microsoft Store to make Apps and In-App Products available to Customers.

By agreeing to these terms, you represent and warrant to us that you have the authority to accept this Agreement, and you also agree to be bound by its terms. Throughout this Agreement, we refer to you as a "developer," but we understand that in some cases, you may be a publisher submitting Apps or In-App Products that you did not develop.

#### Terms and Conditions

#### 1. DEFINITIONS.

In this Agreement, the following definitions apply:

a. "Account Fee" means the fee you pay to Microsoft to establish and access your Store Account.

b. "Affiliate" means any legal entity that owns, is owned by, or is commonly owned with a party. "Own" means more than 50% ownership or the right to direct the management of the entity.

c. "Application" or "App" means an application or extension that can be submitted to Partner Center.

d. "App Assets" means, for each App, the name, trademarks, logos, icons, product descriptions, App titles, In-App Product names, trade dress, images, screenshots, video trailers, User Generated Content, and other metadata you provide to Microsoft for use in connection with the submission and distribution of your App or In-App Product in connection with the Store.

e. "App Proceeds" means Net Receipts, minus the Store Fee.

f. "Certification" means Microsoft's process for testing the compliance of Apps with the applicable Certification Requirements. An App is "Certified" when (i) Microsoft (or

Microsoft's designated certification provider) confirms that the App has completed and passed Certification and (ii) the App is packaged and signed with a Microsoft-issued certificate.

g. "Certification Requirements" means the technical, functional, content, and other policy requirements provided by Microsoft, available at <http://go.microsoft.com/fwlink/p/?LinkID=512933>, or another location(s) specified by Microsoft, for Apps and In-App Products offered through the Store.

h. "Commerce Expansion Adjustment" means: an additional percentage of Net Receipts for an App or In-App Product which will be retained by Microsoft for certain types of transactions in certain countries or regions The Commerce Expansion Adjustment will be equal to: (i) 10% for all transactions that are completed by Customers using a gift card or mobile operator billing as their form of payment; or (ii) as specified at <http://go.microsoft.com/fwlink/p/?linkid=248127> (which terms may be updated from time to time) for all applicable Microsoft Store transactions subject to the Store Fee set forth in 6(b).

i. "Covered Parties" means, collectively, Microsoft, Microsoft's Affiliates, authorized resale partners pursuant to Exhibit C, and network operators that provide billing services for the Store.

j. "Customer" means any end user customer of the Store who seeks or acquires an App or In-App Product, regardless of whether such Customer pays a fee to obtain the App or In-App Product.

k. "Documentation" means Partner Center and the Certification Requirements, and such other Store materials and information Microsoft makes available to developers from time to time.

l. "Data Protection Law" means any law, rule, regulation, decree, statute, or other enactment, order, mandate or resolution relating to data security, data protection and/or privacy, including but not limited to Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to processing of personal data and the free movement of that data ("GDPR") and the California Consumer Privacy Act ("CCPA"), and any implementing, derivative or related legislation, rule, regulation, and regulatory guidance, as amended, extended, repealed and replaced, or re-enacted.

m. "Educational Institutions" means educational entities and includes administrative offices, boards of education, public libraries, and museums.

n. "FOSS" or "Free and Open Source Software" means any software licensed under an Open Source Initiative Approved License, a list of which is currently available at <http://opensource.org/licenses/alphabetical>.

o. "Game" means any App that is submitted to the Store and categorized by Microsoft into the "Games" or other similar category in the Store, or any App that in Microsoft's sole discretion is primarily intended to provide users with gaming functionality.

p. "In-App Product" means a supplementary digital item including downloadable additional content for an App that is offered to a Customer for acquisition through the Store, whether on a fixed or recurring basis; after an In-App Product is acquired by a Customer, it is delivered to the App by the developer.

q. "Microsoft Account" means the unique user name and password that identifies a customer of Microsoft services.

r. "Microsoft Mark" means the Store logo, icon, and download badges described at <http://go.microsoft.com/fwlink/p/?linkid=254841>.

s. "NDA" means the Microsoft Corporation nondisclosure agreement between you and Microsoft, if any.

t. "Net Receipts" means the total amounts received by Microsoft or its Affiliates from Customers in connection with the download of an App or purchase of an In-App Product through the Store, (i) minus any sales, use, or VAT/GST taxes collected from Customers for remittance by Microsoft or a billing service provider as provided in Section 6(g) (or paragraph 3 to Exhibit C, as applicable) of this Agreement; (ii) minus any amounts refunded or paid to Customers or charged back by Microsoft or its billing service provider or other authorized partner; and (iii) minus any amounts you owe to Microsoft under this Agreement.

u. "Organization" means a third-party company, educational institution, governmental agency, or other organization.

v. "Partner Center" means a website, currently available at <https://partner.microsoft.com>, or other Microsoft owned and operated interface, through which developers access information and receive communications from Microsoft relating to the Store and can submit Apps for Certification and make Apps and In-App Products available in the Store.

w. "Personal Information" means any information relating to an identified or identifiable natural person ("Data Subject") and any other data information that constitutes personal data or personal information under any applicable Data Protection Law. An identifiable natural person is one who can be identified, directly or indirectly, in particular by reference to an identifier such as a name, an identification number, location data, an online identifier or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of that natural person.

x. "Promotional Code" means a Microsoft-generated code that is redeemable by customers for Apps and/or In-App Products in the Store.

y. "Standard Application License Terms" or "SALT" means the Customer license agreement made available by Microsoft as set forth in Exhibit E (or another location specified by Microsoft).

z. "Store" or "Microsoft Store" means a Microsoft owned or operated platform, however named, through which Apps and In-App Products may be offered to or acquired by Customers. Unless otherwise specified, Store includes the Microsoft Store, the Windows Store, the Xbox Store, Microsoft Store for Business, Microsoft Store for Education, and the Microsoft Edge Add-ons site.

aa. "Store Account" means a service account for Partner Center, which includes a user name and password.

bb. "Store Fee" means the percentage of Net Receipts for an App or In-App Product which is retained by Microsoft as a fee for making the App or In-App Product available in the Store and providing the services set out in this Agreement other than those covered by the Account Fee or any other separately identified fee.

cc. "USD" means United States Dollars.

dd. "User Generated Content" means content in any format, including graphics, text, or voice content, which originates from end users or Customers and is published through or as part of the App.

ee. "Windows Device" means an electronic device that is capable of running Apps.

ff. "Microsoft Store for Business" means a program, however named, offered by Microsoft to Organizations to acquire and initiate distribution of Apps and In-App Products for use by authorized employees, agents and members of each Organization.

gg. "Microsoft Store for Education" means a program, however named, offered by Microsoft to Educational Institutions to acquire and initiate distribution of Apps and In-App Products for use by authorized employees, agents and members of each such Educational Institution.

hh. "Xbox Live Services" means those online gaming features that Microsoft makes available via its Xbox Live SDK for Windows.

2. STORE ACCOUNT. To access Partner Center and submit Apps to the Store, you must open a Store Account through Partner Center. Microsoft may verify information you submit when you set up your Store Account. You may be required to pay an Account Fee to submit your App for Certification. Microsoft may use the contact information you provide with your Store Account to send you newsletters and information regarding events, contests, promotions, and the like. You agree that Microsoft may publicly display in the Store the email address that you provide in Partner Center for customer support purposes. Your Store Account is only for use by you and the individuals you authorize as your delegates in Partner Center. You

are responsible for all activity that takes place with your Store Account. You may not share your user name and password or otherwise authorize any third party (other than your authorized delegate(s)) to access or use the Store and/or Partner Center on your behalf. If you fail to keep your Store Account in good standing (for example, by failing to pay fees, if any, associated with the Store Account, by giving Microsoft incorrect or outdated information, by failing to provide any required tax information, by engaging in dishonest or fraudulent activity, by failing to maintain an active state in the Store catalog, or by repeatedly submitting Apps or In-App Products that violate this Agreement (including any requirements in the Documentation), abusing the Store service, or interfering with any other party's use of the Store service) Microsoft may revoke your Store Account, remove your Apps and In-App Products from the Store, delete App ratings and reviews, retain associated Account Fees (if any), and pursue any other remedies available to Microsoft (including, where appropriate, the retention of any App Proceeds otherwise owed to you). When Microsoft revokes or suspends your Store Account you will receive a written notice of such revocation or suspension that provides you with an opportunity to respond to Microsoft and ask for reinstatement of your Store Account. All such reinstatement requests should be sent to the following address: [reportapp@microsoft.com](mailto:reportapp@microsoft.com).

### 3. SUBMISSION, EVALUATION, CERTIFICATION, AND DISTRIBUTION OF APPS.

a. Submission. You must submit to Microsoft each App and the metadata for each In-App Product that you wish to make available through the Store, including any updates to each App. You are solely responsible and liable for the App and In-App Products you submit. You are responsible for supporting your App and for delivering and supporting your In-App Products. Microsoft will retain (or destroy) all copies of the App and other materials you submit. Microsoft will not return them, so you must maintain your own backup copies.

b. Updates to Apps. You may submit updates to Apps for Certification and distribution through the Store. Those updates are subject to all of the requirements of this Agreement. You understand that end users may elect to receive updates automatically. You may not add any new functionality to your App via an update which requires written consent from the Customer without first providing notice to the Customer and obtaining any consents as may be required by law in the markets where you choose to distribute your App.

#### c. Evaluation and Testing.

i. Testing. You may use the Windows App Certification Kit, available at <https://go.microsoft.com/fwlink/?linkid=221807>, to test your App on Windows 8, Windows 10, or successor operating system.

ii. Side-loading. If Microsoft offers a "device unlock" service, however named, you may use such service to unlock a reasonable number of Windows Devices, in accordance with any specifications and technical limitations of the service, solely for the purpose of using such unlocked Windows Devices to test and evaluate your Apps and/or In-App Products. For purposes of this section, "unlock" means to enable the Windows Device to load and run Apps and/or In-App Products that are being developed for the

Store.

d. Initial Certification. Microsoft will test each App (including any updates) you submit for compliance with this Agreement (which includes the applicable Certification Requirements) and other policies made available to you (if any). Microsoft will not make any App available in the Store unless and until the App is Certified.

e. Content. You are solely responsible for selecting all content made available through your App and In-App Product(s), including your App Assets, and for ensuring that such content complies with the terms of this Agreement and all applicable laws and regulations. Microsoft's Certification of an App does not constitute any representation or acknowledgement by Microsoft that the App complies with such requirements, nor does it constitute any acceptance by Microsoft of any responsibility or liability in connection with such requirements.

f. Responding to Claims. If Microsoft receives a claim from a third party requesting that your App be changed or removed, Microsoft may remove the App and/or refer that claim to you. You must respond to the notice as soon as reasonably practicable, and comply with any other requirements in Microsoft's Notice and Takedown policies at <http://go.microsoft.com/fwlink/p/?LinkID=224390>. If you discover that your App violates the terms of this Agreement, you must immediately notify Microsoft and work with Microsoft to repair the App.

g. Making a Claim. If you believe another App violates your rights, you may submit a claim to Microsoft in accordance with Microsoft's Notice and Takedown policies, available at <http://go.microsoft.com/fwlink/p/?LinkID=224390>.

h. App Availability. Microsoft has no obligation to make available any App or In-App Product that you submit or to maintain the availability of the App or In-App Product, even if that App has been Certified.

i. App Placement and Promotion. Microsoft reserves the right, in its sole discretion, to make (or to designate Affiliates or third parties to make) all decisions regarding placement or promotion of Apps anywhere in the Store.

j. Enterprise Apps. If you provide any Enterprise App(s) (as defined in Exhibit B) to your Personnel (as defined in Exhibit B) directly (as opposed to acquiring and distributing Apps to users through the Microsoft Store for Business and Microsoft Store for Education), you are subject to and agree to the terms set forth in Exhibit B to this Agreement.

k. Promotional Codes. If you select the Promotional Code offer in Partner Center, then you grant Microsoft, its agents, Affiliates, licensees and retail partners the right to use your App Assets in connection with the manufacture, distribution, promotion, and marketing of Promotional Codes. You may not offer or distribute Promotional Codes in any manner except as follows:

- i. Promotional Codes provide free downloads of your App and In-App Product and can be used by Customers to acquire content available in the Microsoft Store.
- ii. You are provided a limited number of Promotional Codes that can each be used a limited number of times for each App or In-App Product as a way to promote and deliver your App or game-related content (App or In-App Product), for Customer retention programs and customer service.
- iii. You forfeit revenue for your App or In-App Product if you give out Promotional Codes.
- iv. You shall not resell the Promotional Codes or get any payment for them.
- v. You shall distribute Promotional Codes only to Customers of the appropriate age, corresponding to the Promotional Codes you generate.
- vi. Hidden content time limit: Premium content enabled through these Promotional Codes must be made available to Customers on the App within 60 days of release of the content.

I. Removal Policies. Microsoft may remove or suspend the availability of any App or In-App Product from the Store for any reason. Reasons may include, without limitation, (i) your breach of the terms of this Agreement or the Documentation; (ii) your express termination of this Agreement or of the license grants associated with an App or In-App Product; (iii) an assertion or claim that your App or In-App Product infringes the intellectual property rights of a third party; (iv) an assertion by a mobile network operator that your App or In-App Product causes harm to the operator's network; (v) an assertion by a mobile network operator that your App is already provided under an agreement between you and a mobile operator, (vi) complaint(s) about the content or quality of your App or In-App Product, or (vii) your actual or potential violation of any applicable federal or state advertising or pricing law, regulation, or regulatory guideline. Microsoft also may disable previously downloaded copies of an App or In-App Product if Microsoft believes that the App or In-App Product could cause harm to end users or their devices, third parties (including any Covered Parties) or any network, or to comply with any judicial process, government order or lawsuit settlement. Unless your App or In-App Product that accrued App Proceeds is removed or disabled for breach of the terms of this Agreement or the Documentation, or in response to an infringement allegation (in which case Section 11(b) will apply), Microsoft will pay to you the amounts owed, if any, in connection with the distribution of your App or In-App Product that accrued App Proceeds before removal or disablement. Microsoft's termination and suspension rights are without prejudice to its other rights and remedies. When Microsoft removes or suspends the availability of your App or In-App Product you will receive a written notice of such removal or suspension that provides you with an opportunity to respond to Microsoft and ask for reinstatement of your App or In-App Product. All such reinstatement requests should be sent to the following address: [reportapp@microsoft.com](mailto:reportapp@microsoft.com).

m. Modification or Discontinuance. The Store and Partner Center are the property of Microsoft. Microsoft may, in its sole discretion, change or discontinue the Store and Partner Center at any time.

5. APPOINTMENT AS AGENT, COMMISSIONAIRE; LICENSES.

a. Appointment of Microsoft.

- i. Microsoft's role is to provide the technology and services to enable the Store, and to facilitate the purchase by Customers of Apps and In-App Products through the Store. Except as otherwise provided in Exhibit C to this Agreement, you appoint Microsoft to act as your agent or commissionaire, as applicable, for these purposes and you acknowledge that you, not Microsoft, are the distributor of each App and/or In-App Product that is acquired through the Store. If you have appointed Microsoft as agent or commissionaire, then you also acknowledge that: (i) Microsoft will receive on your behalf amounts that a Customer pays when they acquire any App and/or In-App Products through the Store; (ii) the Microsoft services provided to you include the processing of purchases, returns, and chargebacks for you arising out of the purchase by Customers of Apps and In-App Products; and (iii) Microsoft will make payments to you in accordance with Section 6(c). You give Microsoft the right to appoint any Microsoft Affiliates and mobile operators as sub-agents and also grant any Microsoft Affiliates appointed by Microsoft as sub-agents the right to appoint other Microsoft Affiliates as sub-agents.
- ii. Further, for any transactions that involve a purchase of your App or In-App Products by an Australian Customer (as determined by Microsoft), you understand and agree that Microsoft has assigned its right to act as your agent or commissionaire, as applicable, and solely to the extent required to allow Microsoft to manage the local tax collection requirements in Australia with respect to the purchase of your App or In-App Products by an Australian Customer, to Microsoft Regional Sales Corporation, located at 438B Alexandra Road #04-09/12 Block B, Alexandra Technopark Singapore 119968 ("MRS"), or Microsoft Pty Ltd, located at 1 Epping Road, North Ryde, New South Wales, Australia 2113 ("MPL"), and you and MRS or MPL (as the case may be) agree for the purposes of Section 84-60 of the AU GST Act that: (I) Section 84-55 of the AU GST Act applies to sales of your Apps or In-App Products made available by you through the Store as if such sales were an inbound intangible consumer supply; and (II) for the purposes of the GST law, MRS or MPL (as the case may be) is



treated as the supplier of and as making the supply for consideration for which it was made. MRS and MPL will charge Store Fees to VAT/GST registered developers and any other developer identified as a business. Microsoft or its Affiliates will charge Store Fees to developers not identified as VAT/GST registered to ensure compliance with VAT rules in other countries. The terms "consideration," "GST," "GST law," and "inbound intangible consumer supply" in this section have the meanings given to those terms in the A New Tax System (Goods and Services Tax) Act 1999 (the "AU GST Act").

- iii. Further, for any transactions that involve a purchase of your App or In-App Products by a New Zealand Customer (as determined by Microsoft), you understand and agree that Microsoft has assigned its right to act as your agent, commissionaire, or reseller, as applicable, and solely to the extent required to allow Microsoft to manage the local tax collection requirements in New Zealand with respect to the purchase of your App or In-App Products by a New Zealand Customer, to Microsoft New Zealand Limited, located at Level 5, 22 Viaduct Harbour Avenue, PO Box 8070, Symonds Street, Auckland 1150, New Zealand ("MSNZ"). Where applicable, you and MSNZ agree that: (I) for the purposes of Section 60(1AB) of the NZ GST Act that MSNZ, and not you, are treated as making the supply of your App or In-App Products to customers located in New Zealand in the course and furtherance of a taxable activity carried on by you; and (II) for the purposes of Section 60(1B) of the NZ GST Act that the supply of your App or In-App Products to New Zealand Customers is treated for the purposes of the NZ GST Act as two separate supplies, being: (a) a supply of goods and services from you to MSNZ; and (b) a supply of goods and services from MSNZ to the Customers, treating MSNZ as if it were the principal for the purpose of the supply. MRS and MSNZ will charge Store Fees to VAT/GST registered developers and any other developer identified as a business. Microsoft or its Affiliates will charge Store Fees to developers not identified as being VAT/GST registered to ensure compliance with VAT rules in countries other than New Zealand. Where applicable, the terms used in this sub-section, but not otherwise defined in this Agreement, have the meanings given to those terms in the Goods and Services Tax Act 1985 ("NZ GST Act").
- iv. If your App is designated as pre-installable by an OEM or mobile operator, you will have the ability to provide the App (as formatted and signed by Microsoft) to the designated OEM or

mobile operator in accordance with the applicable Documentation and pursuant to an appropriate agreement between you and the designated OEM or mobile operator.

b. Grant of Rights to Microsoft. You do not transfer ownership of any App or In-App Product to Microsoft by submitting it, but you do grant to Microsoft, in its capacity as your agent, or commissionaire, the worldwide right to: host, install, use, reproduce, publicly perform and display via any digital transmission technology, format, make available to customers (including through multiple tiers of distribution), insert third party ad controls selected by you via Partner Center, and sign the App (including by removing preexisting signatures) all for purposes of exercising Microsoft's rights and responsibilities under this Agreement, including calculating, collecting, and remitting required taxes, performing Certification of your App or In-App Product and conducting penetration or other testing for identification of security vulnerabilities. Microsoft may also evaluate your App or In-App Product periodically after it becomes available in the Store, to verify that it continues to comply with this Agreement, remains compatible with Microsoft's app development and distribution platforms, and to improve Microsoft's app development and distribution platforms.

c. Marketing Rights. You grant Microsoft, its agents, contractors, licensees, marketing partners, and Affiliates the right to use, reproduce, display, publicly perform and publish your entity name, App or portion of your App, In-App Product, and the App Assets for each App, and to modify your App description solely to correct obvious spelling, grammatical or typographical errors, in connection with: (i) the distribution and marketing of the App or In-App Product through the Store, (ii) advertising or promoting your App or In-App Product in any and all media, including the Microsoft Affiliate Program (see <http://www.microsoftaffiliates.com>), and (iii) in any marketing, presentations, demonstrations, trade shows, industry events, and press releases, for the App, In-App Product, Windows, Windows Phone, Xbox hardware and accessories, Xbox Live Services, Xbox.com and other Windows, Windows Phone and/or Xbox-related websites and each of their successor platforms, and/or any other Microsoft websites, products and services related to the Store and/or Apps. Nothing in this Agreement, however, will preclude Microsoft from using your App, App Assets, and/or In-App Product as permitted by law without a license (e.g., fair use under applicable copyright law or "referential" use under trademark law).

d. Removing an App Listing. If you use the functionality in Partner Center to request that Microsoft remove your App or In-App Product from availability in the Store (which function may be referred to as the "unpublish" functionality or otherwise), within a reasonable period of time Microsoft will remove the affected App or In-App Product from the Store and cease making the affected App or In-App Product available, except as permitted under Section 11(b) of this agreement.

e. Product Ratings. The Store allows users to comment on and rate Apps, and, if applicable, In-App Products. Your Apps and In-App Products may be subject to user ratings and/or comments with which you may not agree. You may not attempt to manipulate ratings or comments for your App and

In-App Products or any other App and In-App Products. You may contact Microsoft if you have any questions or concerns regarding these ratings.

f. Product Ranking, Placement, and Marketing. Microsoft may use product ratings and other information it collects about your App or In-App Products to determine the ranking, placement, and marketing of Apps and In-App Products in the Store. For more information about Microsoft's compliance with Applicable Laws that govern Microsoft's disclosure of its marketing and placement practices for certain Apps and In-App Products, please review the [following disclosure statement, https://aka.ms/disclosurepolicy.pdf](https://aka.ms/disclosurepolicy.pdf). You may not attempt to manipulate the rankings for your App and In-App Products or any other App and In-App Products.

g. Privacy Policy. You must maintain a privacy policy if (1) your App or In-App Product accesses, collects or transmits any Personal Information to you or a third party, (2) you elect to receive App Analytics and Error Reporting Data as provided in Section 9, or (3) otherwise required by law. You are responsible for informing Customers of your privacy policy (including by submitting that policy to us for display to Customers). Your privacy policy must (i) comply with this Agreement and applicable laws and regulations, including but not limited to Data Protection Laws applicable to you, (ii) inform users of the information accessed, collected or transmitted by your App and how that information is used, stored, secured and disclosed, and (iii) describe the controls that users have over the use and sharing of their information, and how they may access their information. You will maintain a prominent link to your privacy policy in a reasonable location, such as within your App (in addition to a link on the Store product detail page), to ensure that Customers will encounter the link at or before the point of collection of any Personal Information. Covered Parties' privacy policies will not apply to a Customer's use of your App or In-App Product. Before obtaining Personal Information from Customers, you must obtain their legally valid permission or have another valid legal basis to process their data. If obtaining user permission, such permission must comply with applicable law, including but not limited to Data Protection Laws applicable to you, as valid consent.

h. License to Customer for Store Apps. You, not Microsoft, will license the right to install and use each App or In-App Product to Customers. You may provide a license agreement to the Customer for your App or In-App Product. That license agreement or other terms that govern a Customer's use of your App or In-App Product (including any privacy policy), or a link to them, must be delivered to Microsoft for publication via the product description materials you provide to Microsoft. If you do not provide such materials, then the Standard Application License Terms will apply between you and Customers of your App or In-App Product, as applicable for the market(s) where your App or In-App Product is made available. If you provide your own license agreement, your license must, at a minimum, provide the Customer with App or In-App Product download, streaming, and usage rights that are no more restrictive than the download, streaming, and usage rights set forth in the Microsoft Usage Rules, available at <http://go.microsoft.com/fwlink/p/?LinkId=723143>, that are applicable to your App or In-App Product.

i. License to Microsoft Marks. Effective as of the day Microsoft makes your

App available in the Store, and for so long as your App continues to be made available in the Store, Microsoft grants you a worldwide, nonexclusive, nontransferable, royalty-free license to use the Microsoft Marks in connection with advertising for your App and any In-App Product, solely as described at the logo use specifications posted at <http://go.microsoft.com/fwlink/p/?linkid=254841>. Microsoft may change this URL, but if it does, Microsoft will use reasonable means to redirect you to any new URL(s) where these specifications are posted. Microsoft may, with reasonable notice to you, change the specifications to include new Microsoft Marks. Microsoft reserves all rights not expressly granted herein. Microsoft is the sole owner of the Microsoft Marks and associated goodwill, and the sole beneficiary of the goodwill associated with your use of the Microsoft Marks. You will not acquire any right, title or interest in the Microsoft Marks because of your use of the Microsoft Marks. You hereby assign and will assign in the future any rights you may acquire in the Microsoft Marks as a result of your use of the Microsoft Marks under this license, along with the associated goodwill. You will reasonably assist Microsoft at Microsoft's expense in protecting the Microsoft Marks. Microsoft will determine, in its sole discretion, whether to take legal action to enforce or defend its rights in the Microsoft Marks and will control any legal action concerning the Microsoft Marks.

j. Microsoft Store for Business and Microsoft Store for Education. Unless you use the functionality in Partner Center to decline participation in Microsoft Store for Business and Microsoft Store for Education, then you agree to the following additional terms: (i) you grant Microsoft the worldwide right to make your App(s) and In-App Product available to Organizations to download, whether distributed via a version of the Store hosted by Microsoft, via a web site hosted by the Organization, or otherwise; (ii) when an Organization acquires your App or In-App Product, you grant the licenses described in Section 4(h), in the quantity acquired, to the Organization, and you authorize the Organization to assign, revoke, and reassign those licenses to users who are authorized employees, agents, or members of the same Organization; (iii) any license agreement you provide to an Organization for your App(s) or In-App Product shall not conflict with the foregoing grant of rights or the minimum number of permitted devices per user in Section 4(h), and you acknowledge that each Organization licensee is a third party beneficiary to this section of the Agreement; and (iv) you acknowledge that Microsoft cannot ensure Organizations will comply with the terms of your license agreement for your App(s) or In-App Product, including, but not limited to, any limits on installation and limits on use of App(s) or In-App Product in certain geographic markets, even if you use functionality in Partner Center to limit availability of your App(s) and In-App Products to a specific set of geographic markets.

6. APP REQUIREMENTS. Each App or In-App Product you submit to Microsoft for distribution through the Store must meet the following requirements:

a. Certification Requirements. The App and In-App Product, including any App or In-App Product that contains FOSS, must comply with this Agreement, the Certification Requirements and all other materials provided to you by Microsoft, as revised from time to time. Local Law. Your App and In-App Product and your marketing of the App or In-App Product must comply with the laws of each territory or country in which the App, App Assets and App content are available. This includes: (i) all Data Protection Laws applicable to you relating to collection and use of Personal Information by you or your App, (ii) telecommunications laws, (iii)

content ratings regulations, (iv) consumer protection and marketing laws, including laws that prohibit direct exhortations to children to buy advertised products, (v) all relevant export control laws, and (vi) tax laws, regardless of the origin of your App. If you are required to make any disclosures to consumers prior to sale or download of the App or In-App Product, you must provide those in the App description field (unless they are provided elsewhere in the Store product description page). Disclosures provided on the Store product description page may include your full contact information and information about in-app purchases available in an App. You must make such notices sufficiently prominent as is required by local law. Your App or In-App Product must be lawfully distributable to all jurisdictions in which you choose to make your App or In-App Product available through the Store, without additional review, approval, license, or technology-based restriction by any governmental entity. You must disclose to Microsoft any controlled technology employed, used or supported by your App or In-App Product, and you must take any action reasonably requested by Microsoft if necessary for Microsoft to comply with its legal obligations. You may not use the Store or any services or tools made available for the development of Apps or In-App Products for, or to permit others to carry out, any illegal activity, including breach of contract.

b. Third Party Rights. Your App In-App Products, and the App Assets must not infringe or misappropriate any intellectual property or personal right of any third party. You are, and will continue to be, at your sole cost and expense, responsible for securing, reporting, and maintaining all necessary rights, clearances and consents and paying all licensing fees (including but not limited to applicable public performance license fees to music publishers and/or performance rights and other sums, costs, and/or considerations associated with providing music or video (and all content embodied therein) in and through your App, App Assets, or In-App Product), and for undertaking all associated reporting obligations related thereto.

c. FOSS Software. If your App includes FOSS, (i) you are responsible for compliance with all applicable FOSS license terms, including any source code availability requirements, and (ii) it must not cause any non-FOSS Microsoft software to become subject to the terms of any FOSS license.

d. In-App Commerce. You may elect to make In-App Product(s) available for purchase from within your App. New App and In-App Product submissions to the Store are required to use Microsoft's commerce engine to support purchase of any In-App Product(s) that are or can be consumed or used within your App. Any in-app purchase functionality that you offer for purchase of any product or service not consumed or used within your App must comply with the Certification Requirements. All purchases using Microsoft's commerce engine will be subject to the terms of this Agreement, including without limitation any terms regarding the Store Fee, Application requirements (including the Certification Requirements for In-App Product), licensing requirements, and tax requirements. If your App allows any purchase to be made from within the App you must prominently disclose in your product description that in-app purchase functionality is available.

e. Xbox Live Services. If you elect to enable Xbox Live Services within your App, you will submit your App through the Xbox certification process, and you must agree to

and comply with the terms and policies related to Xbox Live Services, available at <http://go.microsoft.com/fwlink/p/?LinkId=529963>. You understand that enabling Xbox Live Services may cause your App to collect Personal Information.

f. Pre-Install. If you and Microsoft separately agree to preinstall one or more of your Apps on Microsoft Products (as defined in Exhibit D), you are subject to and agree to the terms set forth in Exhibit D to this Agreement.

g. Subscriptions. You will fulfill any In-App Product offered on a subscription basis during the entire subscription period as marketed and, in the event you breach this section, you authorize Microsoft to refund to the Customer the full amount, plus taxes, if applicable, or any portion thereof in Microsoft's sole discretion, of the price paid by the Customer for that subscription offer. If you increase the subscription fee for a subscription that is otherwise set to auto-renew, auto-renew will be disabled. You are responsible for accurately describing all subscription offers and associated terms and conditions in accordance with Section 5(b).

h. App Content Information. You are solely responsible for appropriately identifying the content type for, and providing accurate information to, Microsoft with respect to the Apps and In-App Products you make available in the Store.

## 7. APP PRICING, PAYMENTS, TRANSACTIONS AND TAXES.

a. App Pricing. When you submit an App or In-App Product, you will designate the price (if any) to be charged to customers or Organizations by selecting one of the price points that are consistent with the price points specified by Microsoft in the Documentation for the applicable Store or the Microsoft Store for Business and Microsoft Store for Education in the applicable geography, and Microsoft will charge Customers that price (or its reasonable equivalent in local currency) for the license to your App or In-App Product as acquired through the Store. Except as otherwise provided in this Agreement, you shall be solely responsible for all App and In-App pricing practices, which shall, at a minimum, comply with all applicable laws, regulations and regulatory guidance.

b. Store Fees. The Store Fee (plus any taxes due in connection with the payment of such Store Fee, if applicable) you owe to Microsoft will be deducted from Net Receipts to calculate the App Proceeds payable to you in accordance with this Section 6. The Store Fee is:

- i. Fifteen percent (15%) of Net Receipts for any Apps (and any In-App Products in such Apps, including) that are not listed in Section 6(b)(ii) below.
- ii. Thirty percent (30%) of Net Receipts for: (a) all Apps and In-App Products acquired by Customers in the Microsoft Store on an Xbox console and billed to such Customers on a non-subscription basis;  
(b) all Games (and In-App Products in Games) regardless of platform of acquisition; and (c) all Apps and In-App Products

acquired by Customers in the Microsoft Store for Business; Microsoft Store for Education; Microsoft Store on Windows 8 devices; or Microsoft Store on Windows Phone 8 devices.

c. **Payment Terms and Processing.** Microsoft will pay you any applicable App Proceeds due and payable to you under this Agreement in accordance with this Section 6(c). Payments generally occur on a monthly basis and are subject to adjustment by Microsoft, if they meet the applicable thresholds outlined in the Payment thresholds and methods section of Microsoft Partner Center located at <https://docs.microsoft.com/en-us/windows/uwp/publish/payment-thresholds-methods-and-timeframes>. Microsoft will pay you any App Proceeds in accordance with Microsoft's then-current payment policies and in the manner you indicated during the Store Account setup. Microsoft is not responsible for delay or misapplication of payment because of incorrect or incomplete information supplied by you or a bank or for failure of a bank to credit your account. If you are outside of the United States of America, Microsoft may remit payment to you in the local currency of your address for payment, using Microsoft's then current rates for converting USD into or from your local currency. The amount you actually receive will depend in part on the rates and fees imposed by your financial institution and on any applicable tax withholding requirements, and the amount you receive will be inclusive of any sales, use, goods and services, value-added, or similar taxes that may be chargeable by you to Microsoft. You must provide Microsoft (or its third-party payment processor) with all financial, tax and banking information requested so Microsoft can pay you under this Agreement. Microsoft will notify you of any changes to the required information via updates to the Documentation. Your failure to keep such information current and accurate may result in Microsoft's removal of your App or In-App Product from the Store and forfeiture of amounts owed to you under this Agreement. A Customer will be deemed to have paid in full for an App or In-App Product when Microsoft receives payment from the Customer, and any failure by Microsoft to remit the amounts owing to you will not affect a Customer's rights to an App or In-App Product.

d. **Retaining Costs.** If Microsoft removes your App or In-App Product from the Store and/or any Customer's device(s) for breach of this Agreement or in response to an allegation of intellectual property infringement, Microsoft may deduct any costs incurred in connection with the removal of such App or In-App Product from any App Proceeds. If Microsoft terminates or suspends your Store Account for breach of this Agreement, Microsoft will deduct any costs incurred in connection with closing or suspending your Store Account from any App Proceeds otherwise payable to you and may retain App Proceeds if appropriate under the circumstances.

e. **Taxes on Payments.** You are responsible for your own taxes, including taxes unique to where you reside, that are related to payments you may receive under this Agreement. You are also responsible for paying any sales, use, goods and services, value-added, or similar taxes (if any) in connection with the Store Fee that Microsoft collects from you. You must provide accurate information regarding your tax profile as requested by Microsoft. If you complete and submit to Microsoft a Certificate of Foreign Status, you (1) hereby represent and warrant that your services are not provided in the U.S.; or (2) must notify Microsoft via e-mail to [us\\_services\\_notify@microsoft.com](mailto:us_services_notify@microsoft.com) that your services are performed in the U.S. If Microsoft is required to withhold any taxes on any amounts to be paid by Microsoft to you, Microsoft will deduct such taxes from the amount owed and pay them to the appropriate taxing authority and,



as required, and solely to the extent within Microsoft's ability, as determined in its sole discretion, obtain an official receipt for any such taxes withheld and deliver such receipt to you. Microsoft will use reasonable efforts to minimize such taxes to the extent permissible under applicable law, and each party will reasonably cooperate with the other to obtain the lowest tax rates or elimination of such taxes pursuant to the applicable income tax treaties. If a Customer is required to withhold any taxes on the purchase of your Apps or In-App Products, the amount to be paid by Microsoft to you will be reduced by such withheld amount, and Microsoft will not provide to you any receipt for any such withheld taxes. If you are located in Australia and wish to submit paid Apps or In-App Products to the Store for distribution by Microsoft (or any sub-agents appointed in accordance with Section 4(a) of this Agreement) as your agent or commissioner, you: (i) are required to be registered for Australian Goods Services Tax ("AU GST"), (ii) must provide Microsoft with your Australian Business Number, and (iii) must affirm that you are AU GST registered when setting up your Store Account. If you are located in New Zealand and wish to submit paid Apps or In-App Products to the Store for distribution by Microsoft (or any sub-agents appointed in accordance with Section 4(a) of this Agreement) as your agent or commissioner, you: (i) are required to be registered for New Zealand Goods and Services Tax ("NZ GST") and (ii) must affirm that you are NZ GST registered when setting up your Store Account. If you are in a country that recognizes a sale to Microsoft as a taxable supply for VAT/GST purposes, that supply is deemed to be made to Microsoft exclusive of VAT. Microsoft makes no warranty that its collection of taxes as related to agency transactions in the countries listed in Exhibit A discharges developer from your own tax obligations.

f. Refund, Reconciliation and Offset. We will deduct from App Proceeds that we pay to you, all costs and expenses that we incur on your behalf for returns and chargebacks of your App or In-App Products, including the full refund and chargeback amounts that we paid or credited to Customers, unless Exhibit C applies to the transaction. Refunds and/or chargebacks paid by Microsoft to the Customer after you receive the App Proceeds will be debited against your account. Microsoft may offset any amounts owed to Microsoft (including the refund and chargeback costs described in this paragraph) against amounts Microsoft owes you. You grant Microsoft a right to provide refunds to Customers in accordance with Microsoft's prevailing policies and applicable laws from time to time.

g. Taxes on App Transactions. Microsoft (or its billing service provider or other authorized partner) will collect and remit sales, use, goods and services, value added or similar taxes, if any, applicable to Customers' acquisition of your App and In-App Product through the Store only in the country(s) and to the extent described in the attached Exhibit A and Exhibit C, as may be revised from time to time. Except as otherwise provided in Exhibit A and Exhibit C, Microsoft will not remit any sales, use, goods and services, value added or other similar tax in connection with Customers' acquisition of your App or In-App Products. You are responsible for reviewing Exhibit A and Exhibit C in light of your circumstances and determining whether you have an obligation to register, collect, and remit taxes in any country in which you elect to have Microsoft make your App or In-App Product available to Customers and for complying with any such tax obligations that apply to you.

h. Tax Remittance Exclusions. Further, for the sake of clarity, and notwithstanding anything to the contrary set forth in this Agreement, Exhibit A, or Exhibit C, Microsoft will not be responsible for collecting and remitting telecommunications taxes or any similar taxes in connection with Customers' acquisition of your App or In-App Product. You acknowledge and agree to cooperate with Customers to facilitate the furnishing, exchange, transmittal or other provision of tax documentation, and such cooperation includes, but is not limited to, authorizing Microsoft to grant Customers the ability to contact you in order to obtain any required tax invoices.

8. WARRANTIES. You represent, warrant and undertake to Microsoft that:

a. You have the power and authority to enter into this Agreement and to fully perform your obligations under this Agreement;

b. If you are a business or other legal entity and not an individual, then the individual entering into this Agreement on your behalf represents that he or she has all necessary legal authority to bind you to this Agreement;

c. Your App, App Assets, and In-App Product, together with all advertising or other materials accessible from or that provide access to your App, App Assets, and In-App Product complies with and will continue to comply with all requirements of this Agreement, including the Certification Requirements, as well as all applicable laws, regulations, and regulatory guidance;

d. Listing, distribution, and monetization of your App or In-App Product in the Store does not and will not violate any agreements to which you are a party or of which you are otherwise aware. You have obtained any and all consents, approvals or licenses (including written consents of third parties where applicable) required for you to make your App, App Assets, or In-App Product available in the Store and for your App to access any Internet-based or Microsoft-provided services, if any, to which the App enables access;

e. Microsoft's exercise of the rights you grant under this Agreement will not obligate Microsoft or its Affiliates to pay any third party any amounts; and

f. The information you provide to Microsoft under or in connection with this Agreement is true, accurate, current, and complete.

9. CONFIDENTIALITY. If you have an existing NDA with Microsoft, then that agreement applies to information exchanges. If not, then during the term of this Agreement and for five (5) years after, the recipient of Confidential Information under this Agreement will hold in confidence, and will not use or disclose any of the other party's Confidential Information to a third party, except contractors who are performing on the receiving party's behalf and only subject to confidentiality terms at least as protective as this section. "Confidential Information" means all information that a party designates as confidential, or a reasonable person knows or reasonably should understand to be confidential. Confidential Information does not include

information that is or becomes known to the receiving party without a breach of this agreement or any other confidentiality obligation owed to a disclosing party. If you have any questions as to what comprises Microsoft Confidential Information, you will consult with Microsoft. This section does not prohibit either party from responding to lawful requests from law enforcement authorities.

#### 10. REPORTING; Data.

a. Reporting. Microsoft will provide you the reporting capabilities we are required to provide under applicable tax laws and regulations. The reporting available to you through Partner Center will provide aggregate information relating to your App downloads and App and In-App Product transactions and Microsoft's payments to you under this Agreement.

b. Error Reporting Data. Microsoft may, at its discretion, provide you with app crash data ("Error Reporting Data"). If Microsoft exposes you to any Personal Information in the Error Reporting Data, then between you and Microsoft, that Personal Information is Microsoft Confidential Information. You agree to use Error Reporting Data solely for the purpose of testing and resolving compatibility issues, fixing and resolving "bugs" or other quality issues related to your App, and not to disclose it for any purpose. You agree to inform Customers in your privacy policy about Error Reporting Data that you collect and use. If the Error Reporting Data provided to you includes any Personal Information, you agree to delete such Personal Information within thirty (30) days after receipt, and to return to Microsoft or destroy that information immediately upon Microsoft's request. During such thirty (30) days, you must store any Personal Information only on a secure server with access to such server limited to you, or if an entity, your regular employees. The following types of non-personally identifiable data can be retained beyond 30 days, also on a secure server with limited access: counts of error entities (e.g., buckets, events, failures), version ranges, application names, module names, exception codes, problem classes, failure offsets, extracted symbolic information including: call stacks and symbols, loaded and unloaded module lists (including names, versions, and linker generated information, timestamps, checksum, size). If you are served with a court order compelling disclosure of any Personal Information, you will oppose the order, will notify Microsoft of such order, and will provide Microsoft the opportunity to intervene before you file any response to the order. You agree to conduct an audit on at least an annual basis to verify your compliance with the terms of this section.

c. App Analytics Data. Microsoft may, at its discretion, provide you with in-app telemetry ("App Analytics") data. If Microsoft exposes you to any Customer Personal Information in the Error Reporting Data, then between you and Microsoft, that Personal Information is Microsoft Confidential Information. You agree to use App Analytics data solely for improving your App. Further, you agree not to provide any App Analytics data to third parties (except for a third-party service provider who is assisting you in processing and analyzing such data on your behalf and who is not permitted to use it for any other purpose or disclose it to any other party). You are not permitted to aggregate (or permit any third-party to aggregate) the App Analytics data with any third party data. You must not use the AppAnalytics data to attempt to identify or derive information about any particular end-user or device.

11. DISCLAIMER, LIMITATION OF LIABILITY, AND DEFENSE OF CLAIMS.

a. DISCLAIMER OF WARRANTY. WE PROVIDE THE STORE AND PARTNER CENTER "AS-IS," "WITH ALL FAULTS," AND "AS AVAILABLE." YOU BEAR THE RISK OF USING THE STORE AND PARTNER CENTER. MICROSOFT EXCLUDES ANY IMPLIED WARRANTIES OR CONDITIONS, INCLUDING THOSE OF PRODUCT LIABILITY, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, WORKMANLIKE EFFORT, AND NON-INFRINGEMENT, RELATING TO THE STORE AND PARTNER CENTER. YOU MAY HAVE CERTAIN RIGHTS UNDER YOUR LOCAL LAW. NOTHING IN THESE TERMS IS INTENDED TO AFFECT THOSE RIGHTS, IF AND SOLELY TO THE EXTENT THAT THEY ARE APPLICABLE. WITHOUT LIMITING THE FOREGOING, COVERED PARTIES EXPRESSLY DISCLAIM ANY WARRANTIES THAT ACCESS TO, OR USE OF, THE STORE OR PARTNER CENTER WILL BE UNINTERRUPTED OR ERROR FREE.

b. LIMITATION OF LIABILITY. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, MICROSOFT AND EACH OF ITS COVERED PARTIES SHALL HAVE NO LIABILITY FOR AND DEVELOPER RELEASES MICROSOFT AND EACH OF ITS COVERED PARTIES FROM, ALL DAMAGES, COSTS AND LIABILITIES ARISING FROM OR RELATED TO ANY CONSEQUENTIAL, SPECIAL, INDIRECT, PUNITIVE, ECONOMIC OR INCIDENTAL DAMAGES OR DAMAGES FROM LOSS OF DATA OR LOST PROFITS. IN NO EVENT SHALL THE AGGREGATE LIABILITY OF MICROSOFT AND ITS COVERED PARTIES ARISING OUT OF OR RELATING TO THIS AGREEMENT, REGARDLESS OF THE THEORY, EXCEED AN AMOUNT EQUAL TO YOUR ACCOUNT FEE (OR \$1, IF THERE IS NO ACCOUNT FEE). THESE LIMITS AND EXCLUSIONS APPLY EVEN IF THE COVERED PARTY KNEW OR SHOULD HAVE KNOWN ABOUT THE POSSIBILITY OF THE DAMAGES. THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU BECAUSE YOUR STATE OR COUNTRY MAY NOT ALLOW THE EXCLUSION OF CERTAIN DAMAGES.

c. Duty to defend. You will defend, indemnify and hold harmless each Covered Party, as applicable, from and against (including by paying any associated costs, losses, damages or expenses and attorneys' fees) any and all third party claims: (i) alleging that your App infringes any proprietary or personal right of a third party; (ii) arising from a failure of your App or In-App Product to comply with any of the App Certification Requirements; (iii) alleging your breach of this agreement, (iv) relating to the functionality of, the use of, or the inability to use the App or In-App Product, including any claims of product liability or misleading advertising; (v) alleging that use of your App or In-App Product caused or contributed to any harm or injury to any person or damage to property; (vi) by any tax authority based on any nonpayment or underpayment of any sales, use, goods and services, value added or other similar tax, including any associated penalties and interest, which you are obligated to pay; or (vii) which Microsoft is obligated to pay due to its reliance on information you provided to Microsoft pursuant to Section 6(g); (viii) arising from any action taken by Microsoft in relation to your Partner Center account if Microsoft took such action in reliance on information you provided to Microsoft. Covered Party will (A) notify you promptly in writing of the claim; provided, however, a Covered Party's failure to notify you shall not relieve you of any liability that you may have, except to the extent that such failure materially prejudices your legal rights; and, (B) at your reasonable request, provide you with reasonable assistance in defending the claim. You will reimburse Covered Party for any reasonable out-of-pocket expenses incurred in providing that assistance. You will not make any settlement or compromise of a claim, or admit

or stipulate any fault or liability on a Covered Party with respect to any claim covered by this section without such Covered Party's express, prior written consent.

d. Covered Parties who are not party to this Agreement are beneficiaries of this Agreement solely for the purpose of enforcing the rights granted to such Covered Parties in this Section 10.

## 12. TERM AND TERMINATION.

a. General. This Agreement will remain in effect until terminated. You or Microsoft may terminate this Agreement at any time for any reason or no reason, upon at least sixty (60) days' written notice. Either party may terminate this Agreement in the event of an uncured material breach of this Agreement by the other party which termination will be effective thirty (30) days after the other party's receipt of written notice of the breach. You may terminate this Agreement upon written notice to Microsoft during the 15-day period that begins when Microsoft provides you with notice of its intent to make material changes to the App Developer Agreement, with such termination being effective on the latter of: a) the date that is fifteen days' after the date that Microsoft first provided you with notice of its intent to make any material changes to the Agreement, or b) the date that Microsoft receives your termination notice.

b. App Retention After Termination or Removal. If you or Microsoft terminate this Agreement or you request that Microsoft remove your App or In-App Product from the Store, Microsoft may retain a copy of the affected App(s) or In-App Product(s), indefinitely. Unless the App or In-App Product was removed from the Store because of a court order relating to intellectual property infringement, you grant to Microsoft a perpetual license to reproduce and provide the App(s) or In-App Product(s) to Customers who previously downloaded the App(s) or In-App Product(s) under the terms of the Customer's existing license, or for storage management, backup and restore, or technical reasons.

c. Effect of Termination. Within 30 days of termination of this Agreement, Microsoft will remove all of your Apps and In-App Products from the Store and terminate your access to your Store Account (including access to any information you stored in Partner Center while using the Store Account).

## 13. MISCELLANEOUS

a. Notices. All notices that you provide to Microsoft under this agreement must be sent to the following email alias: [mktlegal@microsoft.com](mailto:mktlegal@microsoft.com). You will identify an individual to serve as the primary developer contact under this Agreement. This primary developer contact will be the default administrator for this Agreement and will receive all notices unless you change the primary developer contact information through PartnerCenter.

b. Disclosure of Information. Microsoft may disclose your contact information as necessary for Microsoft to administer this Agreement through its Affiliates and other parties that help Microsoft administer this Agreement.

c. Assignment. Microsoft may assign this Agreement (or any rights or duties

under it) at any time. You may not assign this Agreement or any rights or duties under it without the express written consent of Microsoft, except that you may assign this Agreement without Microsoft's consent (i) to your Affiliate or (ii) in connection with the sale of all or substantially all of your assets. If you assign this Agreement as permitted in this Section 12(c), you agree (A) to provide prompt notice of such assignment to Microsoft and (B) if the assignee does not already have a Store Account, such assignee shall open a Store Account in accordance

with Section 2 of this Agreement within fourteen (14) days after the date of a permitted assignment under this Section 12(c).

d. **Role of Parties.** With respect to the Personal Information collected from Customers, you and Microsoft agree that both you and Microsoft are independent data controllers, and not joint controllers, as defined in the GDPR, of the Personal Information that each independently Processes.

e. **Sublicensing and Subcontractors.** Microsoft may sublicense its rights under this Agreement to third parties or otherwise authorize third parties to assist Microsoft in performing its obligations or exercising its rights under this Agreement. Such third parties may include mobile operators, hardware manufacturers and retailers. Microsoft will, subject to the terms of this Agreement, be responsible for the performance of such third parties.

f. **Choice of Law and Venue.** This Agreement is governed by the laws of the state of Washington, USA, which apply to the interpretation of this Agreement and to any claims for breach of it, regardless of conflict of laws principles; and you irrevocably consent to the exclusive jurisdiction and venue of the state and federal courts located in King County, Washington.

g. **Mediation.** From time to time, and where appropriate, Microsoft may choose to resolve disputes with you through mediation. In the event that Microsoft determines, in its sole discretion, that engaging in mediation would be the most effective means of resolving any dispute with you, it will attempt to engage one of the following mediation service providers (to the extent such providers are available and willing to provide their services) to mediate such dispute:

- i. Carlita Wallgren-Lindholm, Lindholm Wallgren
- ii. Christoph Liebscher, Liebscher Dispute Management
- iii. Eduardo Silva Romero, Dechert LLP.

h. **Compliance with Data Protection Law.** Each party shall comply with the obligations imposed on it under all applicable Data Protection Laws.

i. **Limitation on Claims.** To the maximum extent permitted by local law, any claim related to this Agreement or to the Store must be filed within one year of the claimant first becoming aware of the claim. If it is not filed within that time, then the claim is permanently barred. This applies to you and your successors and to Microsoft and our successors and assigns.

j. No Waiver. A party's failure to enforce any rights under this Agreement will not be deemed a waiver of the same right on another occasion, or of the right to enforce any other right under this Agreement. Microsoft's decision to make an App available in the Store will not be deemed a waiver of any rights Microsoft may have under this Agreement, including for violations of the Certification Requirements or other content related terms.

k. Survival. Sections of this Agreement that, by their terms, require performance after the termination or expiration of this Agreement will survive.

l. Not Exclusive. This Agreement is nonexclusive, and nothing in this Agreement restricts you or Microsoft from entering into other, similar agreements with other marketplaces or app developers, or from acquiring, licensing, developing, manufacturing, or distributing similar or competing technologies.

m. Updates. Microsoft may update this Agreement at any time in its sole discretion. Microsoft will indicate the last date on which the Agreement was modified at the top of the Agreement.

n. Entire Agreement. This is the entire Agreement between you and Microsoft in connection with your Apps and In-App Products in the Store. It supersedes any prior agreements between you and Microsoft regarding your Apps and In-App Products in the Store. All parts of this Agreement apply to the maximum extent permitted by relevant law. If a court holds that Microsoft can't enforce a part of this Agreement as written, Microsoft may replace those terms with similar terms to the extent enforceable under the relevant law, but the rest of this Agreement won't change. This Agreement's section titles are for reference only and have no legal effect.

## EXHIBIT A: TAXES ON APPLICATION TRANSACTIONS

Last Updated: March 5, 2019

### Microsoft Managed Tax Remittance Countries:

Microsoft (or its billing service provider) will collect and remit sales, use, goods and services, value added or similar taxes, if any, applicable to Customers' acquisition of your App(s) and/or In-App Product(s) through the Store in the countries set forth at:

<http://go.microsoft.com/fwlink/p/?LinkId=529042>

### Mixed Remittance Countries:

Certain Microsoft billing partners may collect and remit sales, use, goods and services, value added or similar taxes, if any, applicable to Customers' acquisition of your App(s) or In-App Product(s) through the Store in the country(s) listed on Partner Center at <http://go.microsoft.com/fwlink/p/?LinkID=271132>. The reports that Microsoft makes available to you will identify the transactions for which a billing partner has collected sales, use, goods and services, value added or similar taxes applicable to Customers' acquisition of your App(s) or In-App Product(s) through the Store. Except for the transactions described in such reporting, neither Microsoft nor its billing services providers will remit any sales, use, goods and services, value added or other similar tax in connection with Customers' acquisition of your App(s) or In-App Product(s) in these country(s).

You are responsible for reviewing the reporting provided to you and determining and complying with your obligations, if any, to register, collect, and remit taxes in connection with transactions involving your App(s) or In-App Product(s).



## EXHIBIT B: TERMS AND CONDITIONS FOR ENTERPRISE APPLICATIONS

Last Updated: March 5, 2019

This Enterprise Application Addendum (the "Addendum") is a supplement to the terms and conditions of the App Developer Agreement. This Addendum applies if you choose to make available Enterprise Applications to Personnel as described in this Addendum. Except as expressly modified by this Exhibit B, all of the terms and conditions in the App Developer Agreement, which is incorporated by reference herein, apply to the offering and distribution of your Enterprise Applications. Except where expressly modified by this Addendum, the terms and conditions that apply to Applications under the App Developer Agreement will apply to Enterprise Applications as defined in this Addendum.

1. Definitions. Capitalized terms not otherwise defined herein will have the meanings provided in the App Developer Agreement.

a. "App Developer Agreement" means the agreement between you and Microsoft Corporation and its Affiliates relating to your use of the Microsoft Store and Partner Center. The current version of the App Developer Agreement can be found at <https://go.microsoft.com/fwlink/?linkid=528905>.

b. "Certificate Software" means the digital certificate obtained from Microsoft, Symantec (or other Microsoft designee) that allows you to provide an Enterprise Application for internal distribution to Personnel in accordance with the terms of this Addendum.

c. "Personnel" means a person who is hired by an employer for a wage or salary in exchange for services rendered to the employer, contractors, and employees of a third-party temporary agency that are assigned by the agency (pursuant to a temporary agency agreement) to complete assignments for you. If you are an educational institution, the term "Personnel" also includes faculty, staff and students of your institution and if you are a hospital, the term "Personnel" includes credentialed physicians, referring physicians and clinicians working at the hospital.

d. "Enterprise Account" means a business account established with Microsoft for the purpose of obtaining the Certificate Software and making available Enterprise Applications to Personnel.

e. "Enterprise Application" or "Enterprise App" means an App and any bug fixes, updates, or other modifications thereto that includes the Certificate Software and is made available in accordance with the terms of this Addendum and the App Developer Agreement.

2. Enterprise License Use and Restrictions.

a. Internal Distribution. Subject to the terms of this Addendum and the App Developer Agreement, you may make Enterprise Applications internally available to Personnel.

Enterprise Applications may not be made available to consumers, other companies or the general public, except for vendors or companies that are under contract with you to develop or test any Enterprise Applications. You are responsible for any unauthorized distribution of the Certificate Software and Enterprise Applications outside of the terms and conditions of this Addendum.

b. No Alternative Marketplace. You will not use the Certificate Software to: (i) make paid Applications that are offered in the general Store available to your Personnel; and (ii) make available Enterprise Applications in a manner that harms the Store as determined by Microsoft.

c. Compliance with Requirements. Enterprise Applications must comply with the Certification Requirements and all other terms of the App Developer Agreement except as expressly modified by this Addendum.

d. Compliance with Applicable Laws. You represent and warrant that Enterprise Applications comply with all laws and regulations and fulfill all applicable regulatory and licensing requirements. You will not take any action or seek any permission that would cause any Microsoft product to be deemed a regulated product or to become subject to regulation (such as by the U.S. Food and Drug Administration) or that would impose any additional obligations or limitations on Microsoft.

e. Collection of Personnel Data. You are responsible for complying with all applicable privacy and data protection laws with respect to the collection, use or disclosure of any user or device data by you or your Enterprise Application, including providing notice and obtaining consent from Personnel for such collection, use or disclosure of user or device data.

f. Use of Location API. If your Enterprise Application uses the Location API, you will comply with the applicable Certification Requirement for use of the Location API. Additionally, you will include a notification to inform end users of an Enterprise Application's use of location information, and the notification will include a statement substantially similar to the following: "Microsoft and its trusted location partners also receive info that is used to improve positioning services, such as nearby Wi-Fi access points and cell towers, when the location features of this application are used."

3. Creation of Enterprise Account and Fees. You are responsible for creating an Enterprise Account and paying all applicable fees to Symantec, Microsoft, or other Microsoft designee in order to access the Certificate Software and make available Enterprise Applications under the terms of this Addendum and the App Developer Agreement.

4. No Application Submission. Notwithstanding Sections 3.a, 3.d, 3.h, 3i, Sections 4.a, 4.b, and 4.c of the App Developer Agreement, you are not required to submit your Enterprise Applications to Microsoft and Microsoft is not appointed as your agent, commissionaire, or reseller, as applicable, for making your Enterprise Applications available to

others in accordance with this Addendum. Enterprise Applications are not made available in the Store. You are solely responsible and liable for the Enterprise Applications you distribute.

5. Termination. If you breach the terms of this Addendum and/or the App Developer Agreement, then without prejudice to Microsoft's other rights and remedies, Microsoft may (a) revoke the certificates provided by Certificate Software; and/or (b) terminate your Enterprise Account immediately.

6. Indemnification. You will defend, indemnify and hold harmless each Covered Party, as applicable, from and against (including by paying any associated costs, losses, damages, or expenses and attorneys' fees) any and all claims made or brought by an unaffiliated third party or Personnel: (a) alleging that your Enterprise Application infringes copyright, trademark, or patent rights, or misappropriates trade secrets or undisclosed information, (b) arising from a failure of your Enterprise Application to comply with the Application Certification Requirements; (c) relating to use or inability to use your Enterprise Application, including any product liability claims; and (d) arising from any breach of this Addendum or the warranties in the App Developer Agreement. Your obligations in this Section 6 are subject to the conditions outlined in Section 10.c (Duty to Defend) of the App Developer Agreement. Covered Parties who are not party to the App Developer Agreement are beneficiaries of the App Developer Agreement solely for the purpose of enforcing the rights granted to such Covered Parties in this Section 6 of the Addendum.

## EXHIBIT C: TERMS AND CONDITIONS FOR RESELLER COUNTRIES

Last Updated: March 5, 2019

In the country(s) and to the extent listed at <http://go.microsoft.com/fwlink/p/?LinkId=529043>, Microsoft acts as a reseller, rather than your agent, in making your App(s) and In-App Product(s) available in the Store.

If you choose to make any App(s) or In-App Product(s) available in the Store in any of the listed country(s), you agree to the following modified and additional terms and conditions solely in connection with the offering and distribution of your App(s) and In-App Product(s) in such country(s) as described. Except as expressly provided in this Exhibit C, all of the terms and conditions in the Agreement apply to the offering and distribution of your App(s) in such country(s).

1. License Grants. Notwithstanding the second sentence of Section 4.a and the first sentence of Section 4.b of the Agreement, for the country(s) referenced in this Exhibit C in which you choose to make your App or In-App Product available, you grant to Microsoft a license (which you agree may be sublicensed by Microsoft to its resale partners, in Microsoft's sole discretion, and by such resale partners to other resale partners) to make the App or In-App Product available to Customers and to provide the App and In-App Product through the Store. You do not transfer ownership of any App to Microsoft by submitting it, but you do grant to Microsoft a license (which you agree may be sublicensed by Microsoft to its resale partners, in Microsoft's sole discretion, and by such resale partners to other resale partners), for the country(s) referenced in this Exhibit C in which you choose to make your App available, (a) to host, install, use, reproduce, publicly perform and display via any digital transmission technology, format, make available to Customers (including through multiple tiers of distribution), insert third party ad controls (selected by you via Partner Center), and sign your App(s) (including by removing preexisting signatures) all for purposes of exercising Microsoft's rights and responsibilities under this Agreement, including performing Certification of your App and conducting penetration or other testing for identification of security vulnerabilities; and (b) directly or indirectly through authorized partners (including pursuant to a sublicense agreement), to host, reproduce, market, promote, offer, and provide your App(s) to Customers and to market, promote, offer, and make available your In-App Product(s) to Customers. You will continue to license your App(s) and to license and deliver your In-App Product(s) to Customers as provided in Section 4.h of the Agreement. Microsoft may also evaluate your App periodically after it becomes available in the Store, to verify that it continues to comply with this Agreement, remains compatible with Microsoft's app development and distribution platforms, and to improve Microsoft's app development and distribution platforms.

2. Marketing Rights. You grant Microsoft, its agents, contractors, licensees (including Microsoft's authorized resale partners), marketing partners, and Affiliates the right to use, reproduce, display, publicly perform and publish your entity name, App or portion of your App, In-App Product and the App Assets for each App, and to modify your App description solely to correct obvious spelling, grammatical or typographical errors, in connection with (i) the

distribution and marketing of the App or In-App Product through the Store, (ii) advertising or promoting your App or In-App Product in any and all media, including the Microsoft Affiliate Program (see <http://www.microsoftaffiliates.com>), and (iii) in any marketing, presentations, demonstrations, trade shows, industry events, and press releases, for the App, In-App Product, Windows, Windows Phone, Xbox hardware and accessories, Xbox Live Services, Xbox.com and other Windows, Windows Phone and/or Xbox-related websites and each of their successor platforms, and/or any other Microsoft websites, products and services related to the Store and/or Apps. Nothing in this Agreement, however, will preclude Microsoft from using your App, App Assets, and/or In-App Product as permitted by law without a license (e.g., "fair use" under applicable copyright law or "referential" use under trademark law).

3. Application Pricing; Taxes on Applications. Notwithstanding Section 6 of the Agreement, when you submit an App and choose to make the App or an In-App Product available as provided in this Exhibit C, you may suggest the price (if any) to be charged to Customers (consistent with the price points specified by Microsoft in the Documentation) in that country, and Microsoft may charge that price (or another price that Microsoft or a resale partner chooses in its discretion) in making your App or In-App Product available in the Store in that country. For any App or In-App Product you choose to make available as provided in this Exhibit C, Microsoft (or a resale partner or billing service provider) will collect and remit sales, use, goods and services, value added or similar taxes, if any, applicable to the Customer's acquisition of your App or In-App Product in such country(s) through the Store as provided in this Exhibit C. Except as provided herein, Microsoft will not remit any sales, use, goods and services, value added or other similar tax in connection with Customers' acquisition of your App(s) or In-App Product(s).

4. Payment Terms and Fees. App Proceeds payable to you in connection with the sale of your App or In-App Product in the country(s) listed in this Exhibit C will be calculated and paid to you as provided in Section 6.b, but the App Proceeds will be provided to you as a royalty payment in exchange for the license granted in paragraph 1 of this Exhibit C. You agree that: (i) you are responsible for all costs and expenses that we incur for returns and chargebacks arising out of the purchase by a Customer of any App or In-App Products, including the full refund and chargeback amounts that we paid or credited to Customers; and (ii) we can deduct from any royalty payment we make to you any of the foregoing costs and expenses.

## EXHIBIT D: TERMS AND CONDITIONS FOR PRELOADED APPS

This preload exhibit (Exhibit D) is a supplement to the terms and conditions of the App Developer Agreement. Exhibit D applies only if Microsoft and you separately agree in a Preload Addendum to Preload your App on Microsoft Products. Except as expressly modified by this Exhibit D, all of the terms and conditions in the App Developer Agreement, which is incorporated herein by reference, apply when Preloading your App.

1. Definitions. Capitalized terms not otherwise defined herein have the same meanings provided in the App Developer Agreement.

a. "Error(s)" means any mistake, problem, defect, malfunction or deficiency which causes an incorrect or inadequate functioning or non-functioning of your App and/or a failure to operate in connection with Microsoft Products.

b. "Microsoft Products" means any device or hardware manufactured or offered by or on behalf of Microsoft. You agree that Microsoft's Disclaimer of Warranty extends to all Microsoft Products identified in a Preload Addendum.

c. "Preload" means direct distribution by Microsoft of your App(s) on Microsoft Products such that the App(s) may be accessed by Customers directly from the Microsoft Product without having to actively download the App(s) from the Store.

d. "Preload Addendum" means a written addendum executed by you and Microsoft that identifies which of your App(s) may be Preloaded on identified Microsoft Products.

e. "Term" means two (2) years commencing from effective date of the Preload Addendum. After the initial two (2) years, the Preload Addendum will remain in force until terminated by either party by giving the other party six (6) months prior written notice.

f. "Update(s)" means modifications to your App(s) which incorporate corrections of Errors and/or which provide functional, performance, user experience or other improvements.

2. License to Preload Your Apps. In addition to the rights granted under the App Developer Agreement, you grant Microsoft a world-wide, non-exclusive, irrevocable for the Term, royalty-free, fully paid-up, right and license to Preload your App(s) on Microsoft Products as identified and agreed to in a Preload Addendum.

3. Additional Preload Obligations.

a. Continued Publication. Notwithstanding anything contrary in the App Developer Agreement, in the event your App(s) are Preloaded pursuant to a Preload Addendum, you agree (i) not to terminate the App Developer Agreement during the Term; and (ii) to keep your App(s) available in the Store throughout the Term.

b. Delivery. You will deliver the App(s) to Microsoft no later than the date agreed upon in the Preload Addendum, at your sole cost, on appropriate media and format (as specified by Microsoft) suitable for Preloading on Microsoft Products. You will test the App(s) for Errors and ensure the App(s) comply with the requirements defined by Microsoft and work with the applicable Microsoft Products identified in the Preload Addendum prior to delivery of such App(s) to Microsoft.

c. Testing, Acceptance, or Rejection. Microsoft may test your App(s) beyond the testing conducted during Certification to ensure a good App experience for Customers on Microsoft Products. In the event Microsoft detects Errors, Microsoft will inform you of the same, and Microsoft may reject your App(s) as being unsuitable for Preload. In the event Microsoft rejects the App, you agree to correct such Errors within thirty (30) days of being notified of rejection.

d. Errors and Updates. You agree to correct any material Errors detected (by either party) in your App(s) after being Preloaded by promptly publishing Updates in the Store. You will ensure that any Updates are compatible with the Microsoft Products selected for Preload.

e. FOSS Claims. If either party receives (and determines in good faith the validity of) any third-party claim that your App(s) violate any FOSS license terms, then you agree to promptly remedy the basis for the claim (e.g., provide missing notices or attributions, deliver underlying source code, etc.) and/or Update the App to remove the FOSS that is the basis for the claim.

4. Effect of Termination. Termination or expiration of a Preload Addendum will not affect any rights of a Customer to use your App(s). Within six (6) months (or earlier, if possible) of termination or expiration of a Preload Addendum, Microsoft will discontinue Preloading your App(s) and using your App Assets in connection therewith depending on what stage the affected Microsoft Products are in the manufacturing process. Termination or expiration of a Preload Addendum will not affect Microsoft's right to sell or distribute Microsoft Products on which your App(s) are Preloaded in accordance with a Preload Addendum.

## EXHIBIT E: STANDARD APPLICATION LICENSE TERMS

Last Updated: July 10, 2020

### STANDARD APPLICATION LICENSE TERMS FOR APPLICATIONS OFFERED IN THE UNITED STATES AND CANADA

#### MICROSOFT STORE, MICROSOFT STORE ON WINDOWS, MICROSOFT EDGE ADD-ONS SITE, AND MICROSOFT STORE ON XBOX

These license terms are an agreement between you and the application publisher. Please read them. They apply to the software applications you download from the Microsoft Store, the Microsoft Store on Windows, Microsoft Edge Add-ons site, or Microsoft Store on Xbox (each of which is referred to in these license terms as the "Store"), including any updates or supplements for the application, unless the application comes with separate terms, in which case those terms apply.

BY DOWNLOADING OR USING THE APPLICATION, OR ATTEMPTING TO DO ANY OF THESE, YOU ACCEPT THESE TERMS. IF YOU DO NOT ACCEPT THEM, YOU HAVE NO RIGHT TO AND MUST NOT DOWNLOAD OR USE THE APPLICATION.

The application publisher means the entity licensing the application to you, as identified in the Store.

If you comply with these license terms, you have the rights below.

1. INSTALLATION AND USE RIGHTS; EXPIRATION. You may install and use the application on Windows devices or Xbox consoles as described in our [Usage Rules](#). Microsoft reserves the right to modify our [Usage Rules](#) (<http://go.microsoft.com/fwlink/p/?LinkId=723143>) at any time.

2. INTERNET-BASED SERVICES.

a. Consent for Internet-based or wireless services. If the application connects to computer systems over the Internet, which may include via a wireless network, using the application operates as your consent to the transmission of standard device information (including but not limited to technical information about your device, system, and application software, and peripherals) for Internet-based or wireless services. If other terms are presented in connection with your use of services accessed using the application, those terms also apply.

b. Misuse of Internet-based services. You may not use any Internet-based service in any way that could harm it or impair anyone else's use of it or the wireless network. You may not use the service to try to gain unauthorized access to any service, data, account, or network by any means.

3. SCOPE OF LICENSE. The application is licensed, not sold. This agreement only gives you some rights to use the application. If Microsoft disables the ability to use the applications on your devices pursuant to your agreement with Microsoft, any associated license



rights will terminate. The application publisher reserves all other rights. Unless applicable law gives you more rights despite this limitation, you may use the application only as expressly permitted in this agreement. In doing so, you must comply with any technical limitations in the application that only allow you to use it in certain ways. You may not:

- a. Work around any technical limitations in the application.
- b. Reverse engineer, decompile, or disassemble the application, except and only to the extent that applicable law expressly permits, despite this limitation.
- c. Make more copies of the application than specified in this agreement or allowed by applicable law, despite this limitation.
- d. Publish or otherwise make the application available for others to copy.
- e. Rent, lease, or lend the application.
- f. Transfer the application or this agreement to any third party.

4. DOCUMENTATION. If documentation is provided with the application, you may copy and use the documentation for personal reference purposes.

5. TECHNOLOGY AND EXPORT RESTRICTIONS. The application may be subject to United States or international technology control or export laws and regulations. You must comply with all domestic and international export laws and regulations that apply to the technology used or supported by the application. These laws include restrictions on destinations, end users, and end use. For information on Microsoft branded products, go to the Microsoft exporting website (<http://go.microsoft.com/fwlink/?LinkId=242130>).

6. SUPPORT SERVICES. Contact the application publisher to determine if any support services are available. Microsoft, your hardware manufacturer and your wireless carrier (unless one of them is the application publisher) aren't responsible for providing support services for the application.

7. ENTIRE AGREEMENT. This agreement, any applicable privacy policy, any additional terms that accompany the application, and the terms for supplements and updates are the entire license agreement between you and application publisher for the application.

8. APPLICABLE LAW.

a. United States and Canada. If you acquired the application in the United States or Canada, the laws of the state or province where you live (or, if a business, where your principal place of business is located) govern the interpretation of these terms, claims for breach of them, and all other claims (including consumer protection, unfair competition, and tort claims), regardless of conflict of laws principles.

b. Outside the United States and Canada. If you acquired the application in any other country, the laws of that country apply.

9. LEGAL EFFECT. This agreement describes certain legal rights. You may have other rights under the laws of your state or country. This agreement doesn't change your rights under the laws of your state or country if the laws of your state or country don't permit it to do so.

10. DISCLAIMER OF WARRANTY. The application is licensed "as is," "with all faults," and "as available." You bear the entire risk as to its quality, safety, comfort, and performance. Should it prove defective, you assume the entire cost of all necessary servicing or repair. The application publisher, on behalf of itself, Microsoft, wireless carriers over whose network the application is provided, and each of our respective affiliates, vendors, agents, and suppliers ("Covered Parties"), gives no express warranties, guarantees, or conditions in relation to the application. You may have additional consumer rights under your local laws that this agreement can't change. To the extent permitted under your local laws, Covered Parties exclude any implied warranties or conditions, including those of merchantability, fitness for a particular purpose, safety, comfort, and non-infringement. If your local laws impose a warranty, guarantee or condition even though these terms do not, its duration is limited to 90 days from when you download the application.

11. LIMITATION ON AND EXCLUSION OF REMEDIES AND DAMAGES. To the extent not prohibited by law, if you have any basis for recovering damages, you can recover from the application publisher only direct damages up to the amount you paid for the application or \$1.00, whichever is greater. You will not, and waive any right to, seek to recover any other damages, including lost profits and consequential, special, direct, indirect, or incidental damages, from the application publisher.

This limitation applies to:

Anything related to the application or services made available through the application;  
and

Claims for breach of contract, warranty, guarantee or condition; strict liability, negligence, or other tort; violation of a statute or regulation; unjust enrichment; or under any other theory; all to the extent permitted by applicable law.

It also applies even if:

This remedy doesn't fully compensate you for any losses; or

The application publisher knew or should have known about the possibility of the damages.

STANDARD APPLICATION LICENSE TERMS FOR APPLICATIONS OFFERED IN EUROPEAN ECONOMIC AREA

MICROSOFT STORE, MICROSOFT STORE ON WINDOWS, MICROSOFT EDGE ADD-ONS SITE, AND MICROSOFT STORE ON XBOX

These license terms are an agreement between you and the application publisher. Please read them. They apply to the software applications you download from the Microsoft Store, Microsoft Store on Windows, Microsoft Edge Add-ons site, or Microsoft Store on Xbox (each of which is referred to in these license terms as the "Store"), including any updates or supplements for the application, unless the application comes with separate terms, in which case those terms apply.

IF YOU DO NOT ACCEPT THESE TERMS, YOU HAVE NO RIGHT TO AND MUST NOT DOWNLOAD OR USE THE APPLICATION.

The application publisher means the entity licensing the application to you, as identified in the Store.

If you comply with these license terms, you have the rights below.

1. INSTALLATION AND USE RIGHTS; EXPIRATION. You may install and use the application on Windows devices or Xbox consoles as described in our [Usage Rules](#). Microsoft reserves the right to modify our [Usage Rules](#) (<http://go.microsoft.com/fwlink/p/?LinkId=723143>) at any time.

2. INTERNET-BASED SERVICES.

a. Consent for Internet-based or wireless services. If the application connects to computer systems over the Internet, which may include via a wireless network, using the application operates as your consent to the transmission of standard device information (including but not limited to technical information about your device, system, and application software, and peripherals) for Internet-based or wireless services. If other terms are presented in connection with your use of the services accessed using the application, those terms also apply.

b. Misuse of Internet-based services. You may not use any Internet-based service in any way that you intentionally harm it or impair anyone else's use of it or the wireless network. You may not use the service to try to gain unauthorized access to any service, data, account or network by any means.

3. SCOPE OF LICENSE. The application is licensed, not sold. This agreement only gives you some rights to use the application. If Microsoft disables the ability to use the applications on your devices pursuant to your agreement with Microsoft, any associated license rights will terminate. The application publisher reserves all other rights. Unless applicable law gives you more rights despite this limitation, you may use the application only as expressly permitted in this agreement. In doing so, you must comply with any technical limitations in the application that only allow you to use it in certain ways. You may not:

a. Work around any technical limitations in the application.

b. Reverse engineer, decompile, or disassemble the application, except and only to the extent that it is expressly permitted by applicable copyright law provisions for computer programs.

c. Make more copies of the application than specified in this agreement or allowed by applicable law, despite this limitation.

d. Publish or otherwise make the application available for others to copy.

e. Rent, lease, or lend the application.

f. Transfer the application or this agreement to any third party.

4. DOCUMENTATION. If documentation is provided with the application, you may copy and use the documentation for personal reference purposes.

5. TECHNOLOGY AND EXPORT RESTRICTIONS. The application may be subject to United States or international technology control or export laws and regulations. You must comply with all domestic and international export laws and regulations that apply to the technology used or supported by the application. These laws include restrictions on destinations, end users, and end use. For information on Microsoft branded products, go to the Microsoft exporting website (<http://go.microsoft.com/fwlink/?LinkId=242130>).

6. SUPPORT SERVICES. Contact the application publisher to determine if any support services are available. Microsoft, your hardware manufacturer and your wireless carrier (unless one of them is the application publisher) aren't responsible for providing support services for the application.

7. ENTIRE AGREEMENT. This agreement, any applicable privacy policy, any additional terms that accompany the application, and the terms for supplements and updates are the entire license agreement between you and application publisher for the application.

8. APPLICABLE LAW.

a. United States and Canada. If you acquired the application in the United States or Canada, the laws of the state or province where you live (or, if a business, where your principal place of business is located) govern the interpretation of these terms, claims for breach of them, and all other claims (including consumer protection, unfair competition, and tort claims), regardless of conflict of laws principles.

b. Outside the United States and Canada. If you acquired the application in any other country, the laws of that country apply.

9. LEGAL EFFECT. This agreement describes certain legal rights. You may have other rights under the laws of your state or country. This agreement doesn't change your rights

under the laws of your state or country if the laws of your state or country don't permit it to do so.

10. **DISCLAIMER OF WARRANTY.** The application is licensed "as is," "with all faults," and "as available". The application publisher, on behalf of itself, Microsoft (if Microsoft isn't the application publisher), wireless carriers over whose network the application is provided, and each of our respective affiliates, vendors, agents and suppliers ("Covered Parties"), give no additional contractual warranties, guarantees, or conditions in relation to the application. You have all mandatory warranties foreseen by law, but we grant no other warranties. Covered Parties exclude any implied mandatory warranties, including those of merchantability, fitness for a particular purpose, safety, comfort, and non-infringement.

11. **LIMITATION ON REMEDIES AND DAMAGES.**

a. The application publisher shall not be liable for any user content or other third-party material, including links to third-party websites, and activities provided by users. Such content and activities are neither attributable to the application publisher nor do they represent the application publisher's opinion.

b. The application publisher shall only be liable if material obligations of these license terms have been violated.

c. The application publisher, its vicarious agents and/or its legal representatives shall not be liable for any unforeseeable damage and/or financial loss with respect to any indirect damage, including loss of profit, unless the application publisher, its vicarious agents and/or its legal representatives have at least acted with gross negligence or willful misconduct.

d. Any statutory no-fault liability of the application publisher, including, without limitation, liability under the product liability act and statutory liability for breach of warranty, shall remain unaffected by the limitation of liability. The same shall apply to liability of the application publisher, its vicarious agents and/or its legal representative in the event of fraud or their negligence resulting in personal injury or death.

e. No other contractual and legal claims besides those covered in subsections (a) through (e) of this section 11 may result from these application license terms and/or the use of the application or services made available through the application.

STANDARD APPLICATION LICENSE TERMS FOR APPLICATIONS OFFERED IN CHINA  
MICROSOFT STORE, MICROSOFT STORE ON WINDOWS, MICROSOFT EDGE ADD-  
ONS SITE, AND MICROSOFT STORE ON XBOX

These license terms are an agreement between you and the application publisher. Please read them. They apply to the software applications you download from the Microsoft Store, Microsoft Store on Windows, Microsoft Edge Add-ons site, or Microsoft Store on Xbox

(each of which is referred to in these license terms as the "Store"), including any updates or supplements for the application, unless the application comes with separate terms, in which case those terms apply.

BY DOWNLOADING OR USING THE APPLICATION, OR ATTEMPTING TO DO ANY OF THESE, YOU ACCEPT THESE TERMS. IF YOU DO NOT ACCEPT THEM, YOU HAVE NO RIGHT TO AND MUST NOT DOWNLOAD OR USE THE APPLICATION.

The application publisher means the entity licensing the application to you, as identified in the Store.

If you comply with these license terms, you have the rights below.

1. INSTALLATION AND USE RIGHTS; EXPIRATION. You may install and use the application on Windows devices or Xbox consoles as described in our [Usage Rules](#). Microsoft reserves the right to modify our [Usage Rules](#) (<http://go.microsoft.com/fwlink/p/?LinkId=723143>) at any time.

2. INTERNET-BASED SERVICES.

a. Consent for Internet-based or wireless services. If the application connects to computer systems over the Internet, which may include via a wireless network, using the application operates as your consent to the transmission of standard device information (including but not limited to technical information about your device, system and application software, and peripherals) for Internet-based or wireless services. If other terms are presented in connection with your use of services accessed using the application, those terms also apply.

b. Misuse of Internet-based services. You may not use any Internet-based service in any way that could harm it or impair anyone else's use of it or the wireless network. You may not use the service to try to gain unauthorized access to any service, data, account or network by any means.

3. SCOPE OF LICENSE. The application is licensed, not sold. This agreement only gives you some rights to use the application. If Microsoft, OPM, MMAIS, SINA, Tencent, or CMCC disables the ability to use the applications on your devices pursuant to your agreement, any associated license rights will terminate. The application publisher reserves all other rights. Unless applicable law gives you more rights despite this limitation, you may use the application only as expressly permitted in this agreement. In doing so, you must comply with any technical limitations in the application that only allow you to use it in certain ways. You may not:

a. Work around any technical limitations in the application.

b. Reverse engineer, decompile, or disassemble the application, except and only to the extent that it is expressly permitted by applicable copyright law provisions for computer programs.

c. Make more copies of the application than specified in this agreement or allowed by applicable law, despite this limitation.

- d. Publish or otherwise make the application available for others to copy.
- e. Rent, lease, or lend the application.
- f. Transfer the application or this agreement to any third party.

4. DOCUMENTATION. If documentation is provided with the application, you may copy and use the documentation for personal reference purposes.

5. TECHNOLOGY AND EXPORT RESTRICTIONS. The application may be subject to United States or international technology control or export laws and regulations. You must comply with all domestic and international export laws and regulations that apply to the technology used or supported by the application. These laws include restrictions on destinations, end users, and end use. For information on Microsoft branded products, go to the Microsoft exporting website (<http://go.microsoft.com/fwlink/?LinkId=242130>).

6. SUPPORT SERVICES. Contact the application publisher to determine if any support services are available. Microsoft, OPM, MMAIS, SINA, Tencent, CMCC, your hardware manufacturer and your wireless carrier (unless one of them is the application publisher) are not responsible for providing support services for the application.

7. ENTIRE AGREEMENT. This agreement, any applicable privacy policy, any additional terms that accompany the application, and the terms for supplements and updates are the entire license agreement for the application.

8. APPLICABLE LAW.

a. United States and Canada. If you acquired the application in the United States or Canada, the laws of the state or province where you live (or, if a business, where your principal place of business is located) govern the interpretation of these terms, claims for breach of them, and all other claims (including consumer protection, unfair competition, and tort claims) regardless of conflict of laws principles.

b. Outside the United States and Canada. If you acquired the application in any other country, the laws of that country apply.

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guarantees, or conditions in relation to the application. The entire risk as to the quality, safety, comfort, and performance of the application is with you. Should the application prove defective, you assume the entire cost of all necessary servicing or repair. You may have additional consumer rights under your local laws that this agreement cannot change. To the extent permitted under your local laws, Covered Parties exclude any implied warranties or conditions, including those of merchantability, fitness for a particular purpose, safety, comfort, and non-infringement.

11. LIMITATION ON AND EXCLUSION OF REMEDIES AND DAMAGES. To the extent not prohibited by law, you can recover from the application publisher only direct damages up to the amount you paid for the application or \$1.00, whichever is greater. You will not, and waive any right to, seek to recover any other damages, including consequential, lost profits, special, indirect or incidental damages from the application publisher.

This limitation applies to:

Anything related to the application or services made available through the application;  
and

Claims for breach of contract, warranty, guarantee, or condition; strict liability, negligence, or other tort; violation of a statute or regulation; unjust enrichment; or under any other theory; all to the extent permitted by applicable law.

It also applies even if:

This remedy doesn't fully compensate you for any losses; or

The application publisher knew or should have known about the possibility of the damages.

#### STANDARD APPLICATION LICENSE TERMS FOR APPLICATIONS OFFERED IN ALL OTHER GEOGRAPHIES

MICROSOFT STORE, MICROSOFT STORE ON WINDOWS, MICROSOFT EDGE ADD-ONS SITE, AND MICROSOFT STORE ON XBOX

These license terms are an agreement between you and the application publisher. Please read them. They apply to the software applications you download from the Microsoft Store, Microsoft Store on Windows, Microsoft Edge Add-ons site, or Microsoft Store on Xbox (each of which is referred to in these license terms as the "Store"), including any updates or supplements for the application, unless the application comes with separate terms, in which case those terms apply.

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a. Consent for Internet-based or wireless services. If the application connects to computer systems over the Internet, which may include via a wireless network, using the application operates as your consent to the transmission of standard device information (including but not limited to technical information about your device, system and application software, and peripherals) for Internet-based or wireless services. If other terms are presented in connection with your use of services accessed using the application, those terms also apply.

b. Misuse of Internet-based services. You may not use any Internet-based service in any way that could harm it or impair anyone else's use of it or the wireless network. You may not use the service to try to gain unauthorized access to any service, data, account, or network by any means.

3. SCOPE OF LICENSE. The application is licensed, not sold. This agreement only gives you some rights to use the application. If Microsoft disables the ability to use the applications on your devices pursuant to your agreement with Microsoft, any associated license rights will terminate. The application publisher reserves all other rights. Unless applicable law gives you more rights despite this limitation, you may use the application only as expressly permitted in this agreement. In doing so, you must comply with any technical limitations in the application that only allow you to use it in certain ways. You may not:

a. Work around any technical limitations in the application.

b. Reverse engineer, decompile, or disassemble the application, except and only to the extent that applicable law expressly permits, despite this limitation.

c. Make more copies of the application than specified in this agreement or allowed by applicable law, despite this limitation.

d. Publish or otherwise make the application available for others to copy.

e. Rent, lease, or lend the application.

f. Transfer the application or this agreement to any third party.

4. DOCUMENTATION. If documentation is provided with the application, you may copy and use the documentation for personal reference purposes.

5. TECHNOLOGY AND EXPORT RESTRICTIONS. The application may be subject to United States or international technology control or export laws and regulations. You must comply with all domestic and international export laws and regulations that apply to the technology used or supported by the application. These laws include restrictions on destinations, end users, and end use. For information on Microsoft branded products, go to the Microsoft exporting website (<http://go.microsoft.com/fwlink/?LinkId=242130>).

6. SUPPORT SERVICES. Contact the application publisher to determine what support services are available. Microsoft, your hardware manufacturer and your wireless carrier (unless one of them is the application publisher) aren't responsible for providing support services for the application.

7. ENTIRE AGREEMENT. This agreement, any applicable privacy policy, any additional terms that accompany the application, and the terms for supplements and updates are the entire license agreement between you and application publisher for the application.

8. APPLICABLE LAW.

a. United States and Canada. If you acquired the application in the United States or Canada, the laws of the state or province where you live (or, if a business, where your principal place of business is located) govern the interpretation of this agreement and applies to claims for breach of it, and all other claims (including consumer protection, unfair competition, and tort claims) regardless of conflict of laws principles.

b. Outside the United States and Canada. If you acquired the application in any other country, the laws of that country apply.

9. LEGAL EFFECT. This agreement describes certain legal rights. You may have other rights under the laws of your state or country. This agreement doesn't change your rights under the laws of your state or country if the laws of your state or country don't permit it to do so.

10. DISCLAIMER OF WARRANTY. Subject to applicable law, the application is licensed "as-is", "with all faults" and "as available". You bear all risk of using it. The application publisher, on behalf of itself, Microsoft (if Microsoft isn't the application publisher), wireless carriers over whose network the application is provided, and each of our respective affiliates, vendors, agents and suppliers ("Covered Parties"), gives no express warranties, guarantees, or conditions in relation to the application. The entire risk as to the quality, safety, comfort, and performance of the application is with you. Should the application prove defective, you assume the entire cost of all necessary servicing or repair. You may have additional consumer rights under your local laws that this agreement can't change. To the extent permitted under your local laws, Covered Parties exclude

any implied warranties or conditions, including those of merchantability, fitness for a particular purpose, safety, comfort, and non-infringement.

11. LIMITATION ON AND EXCLUSION OF REMEDIES AND DAMAGES. To the extent not prohibited by law, if you have any basis for recovering damages, you can recover from the application publisher only direct damages up to the amount you paid for the application or USD\$1.00, whichever is greater. Subject to applicable law, you will not, and waive any right to, seek to recover any other damages, including consequential, lost profits, special, indirect or incidental damages from the application publisher. If your local laws impose a warranty, guarantee or condition even though these terms do not, subject to applicable law, its duration is limited to 90-days from when you download the application.

This limitation applies to:

Anything related to the application or services made available through the application;  
and

Claims for breach of contract, warranty, guarantee or condition; strict liability, negligence, or other tort; violation of a statute or regulation; unjust enrichment; or under any other theory; all to the extent permitted by applicable law.

It also applies even if:

This remedy doesn't fully compensate you for any losses; or

The application publisher knew or should have known about the possibility of the damages.

## **Main Change History Summary of App Developer Agreement**

### **July 10, 2020 Version 8.6**

- Updated 2 and 3 (l) providing contact information to request review of account or app removal
- Added 4 (f) Product Rankings, Placement and Marketing regarding Microsoft's compliance with applicable laws governing disclosure of its marketing and placement practices
- Updated 4 (g) to clarify privacy policy requirements to comply with applicable laws.
- Removed 5 (h) related to use of Microsoft's Advertising services
- Updated 10 (c) to include a duty to defend against claims brought in connection with Store Account actions taken by Microsoft at the request of the developer.
- Updated Section 11 to add additional termination right during update notice period.
- Added 12 (g) providing mediator information
- Removed Exhibit E, Advertising Services Addendum
- Updated Exhibit E, Standard Application Licensing Terms

### **January 14, 2020, Version 8.5**

- Added 1 (l) definition of "Data Protection Laws"
- Updated 3 (l), added language clarifying applicability of advertising or pricing laws and/or regulations
- Updated 4 (a) (ii, iii) and 6 (e), added clarifications regarding AU and NZ tax regulations
- Updated 4 (f), added additional privacy policy requirements in compliance with Data Protection Laws
- Updated 6 (a), added language regarding compliance with applicable laws and regulations for advertising and pricing
- Updated 6 (b), removed the 95/ 5% revenue share program that previously applied to qualifying apps on applicable platforms when customer acquisition was directly driven by the Publisher's promotion activities
- Updated 6 (d), updated payment terms and processing. The payout threshold has been raised to \$50 for all payment instruments and is detailed here.
- Updated 10 (b) to clarify and update limitation of liability language
- Updated 10 (c) to clarify and update Duty to Defend language
- Added 12 (d) regarding Role of Parties as independent data controllers, as defined by GDPR, with respect to Personal Information
- Added 12 (g) regarding obligation to comply with all applicable Data Protection Laws
- Removed Exhibit F, Promote your App
- Removed Exhibit G, Windows Developer Program Rewards Addendum

### **March 5, 2019, Version 8.4**

- Updated 1 (h), definition of Commerce Expansion Adjustment
- Updated 1 (k) to reflect renaming of "Dev Center" to "Partner Center" and updated references throughout the Agreement and its Exhibits
- Updated 1 (t), definition of Net Receipts
- Updated 1 (y), definition of Store or Microsoft Store
- Updated 1 (aa), definition of Store Fees
- Added 1 (hh), definition of Small Transaction Adjustment
- Added 1 (ii), definition of CID
- Added 1 (iii), definition of OCID

- Updated 4 (a) (i) regarding Microsoft's role as agent or commissionaire and related clarifications to how we deduct fees
- Updated 6 (b) (i, ii, iii, iv) to reflect new Store Fees and revenue shares
- Updated 6 (c) with Commerce Expansion Adjustment and Small Transaction Adjustment terms
- Updated 6 (d), clarifying payment terms
- Updated 6 (h), regarding deduction of any returns/chargebacks
- Exhibit C, 4, regarding deduction of any returns/chargebacks
- Exhibit G, update and rename of Dev Center Benefits Program to Windows Developer Rewards Program
- Removal of Exhibit I, Dev Center Insider Program

**May 23, 2018, Version 8.3**

- Updated definition of "Personal Information" (1) (v).

- Added clarification to (5) (b) that local law provision applies to both the developer and their app. Added new clause requiring developers to take reasonable actions as requested by Microsoft as needed for Microsoft to comply with its legal obligations.
- Clarified in (5) (f) that enabling Xbox Live Services may cause an app to collect Personal Information.
- Added language to (8) (b) to clarify that any Personal Information exposed in the error reporting data is considered Microsoft Confidential. Such data is subject to requirements governing handling of personal information, including deletion after 30 days, and destruction or return to Microsoft at Microsoft's request, and annual audits.

### **February 14, 2018 Version 8.2**

- Updated tax language to: (i) grant Microsoft Affiliates the right to remit taxes on behalf of New Zealand App Developers, (ii) clarify new GST registration requirements for New Zealand App Developers who make paid apps/in-app products available in the Store, and (iii) updated the Microsoft Subsidiary acting as agent in Australia and New Zealand.

### **November 20, 2017, Version 8.1**

- Updated language (10) (c) to clarify assignment of liability and developer indemnity obligations.

### **October 26, 2017, Version 8.0**

- Updated the Store Fee section to implement the 85/15 revenue share for non-Game subscriptions.
- Added definition of "Game," and updated "Commerce Expansion Adjustment," to clarify that there will be no changes to Game and non-subscription revenue shares.
- Added a developer representation stating that the individual accepting the ADA on behalf of his/her company is authorized to do so on behalf of the company.
- Updated the definition of the "Store" in connection with Microsoft Store branding changes.
- Updated the Standard Application License Terms (Exhibit H) to make them consistent with the Standard Application License Terms in the Microsoft Services Agreement.

### **July 1, 2017, Version 7.10**

- Updated tax language to: (i) grant Microsoft Affiliates the right to remit taxes on behalf of Australian App Developers, and (ii) clarify new GST registration requirements for Australian App Developers who make paid apps/in-app products available in the Store.
- Updated Exhibit H: Windows Store – Standard Application License Terms to provide that the [Microsoft Usage Rules](<http://go.microsoft.com/fwlink/p/?LinkId=723143>) govern user rights.
- Added the "Microsoft Store for Education" as another store through which Apps and In-App Products submitted via Dev Center may be made available to Educational Institutions for distribution to, and use by, their authorized employees, agents, and members.

### **April 12, 2017, Version 7.9**

- Updated language (4) (a) to grant Microsoft Affiliates the right to appoint other Microsoft Affiliates as sub-agents
- Revised terms (4) (g) to set licensing usage to be consistent with the Microsoft Usage Rules
- New applicable law terms (5) (b) clarify requirements with applicable export laws
- Removed the "no harm to users" (5) (l) and added to the Windows Store Policies

### **October 1, 2016, Version 7.8**

- Updated contracting party in (12) (e) for developers with primary headquarters located in New Zealand in accordance with updated tax law.

### **August 2, 2016, Version 7.7**

- Updated definition of "Application" and "App Assets" (1) (c) (d) to include extensions, video trailers and user-generated content
- Clarified "Certification" (1) (f) to be defined as completed and passed certification process
- Inclusion of Microsoft's Affiliates in the definition of "Covered Parties" (1) (i) for purposes of limitation of liability and indemnification
- Clarified definition of "In-App Product" (1) (n)
- Added "NDA" and "User Generated Content" into definitions list (1) (q) (aa)
- Clarification that Promotional codes are provided in limited number and can each be used a limited number of times (3) (k)
- Updated age ratings to apply to both apps and In-App Products (4) (e)
- Updated In-App Commerce (5) (e) to remove grace period for implementing MS IAP for digital goods
- Clarification that enabling of the Xbox Live Service (5) (f) within an app requires submission through the Xbox certification process
- Clarification of Error Reporting Data (9) (b) requiring developers to promptly delete any Personal Information included in Error Reporting Data and not use or disclose such data for any purpose
- Updated Exhibit C Marketing Rights to include Microsoft Authorized Resellers
- Updated Exhibit E Advertising Section Requirements for Indemnifications to incorporate and reference Section (10) (c) and (11) (b)
- Update to Exhibit H to reflect new Standard Application License Terms