WINDOWS PHONE STORE
APPLICATION PROVIDER AGREEMENT (LAST UPDATED OCTOBER 2012)

This agreement ("Agreement") contains terms of the relationship between you (the Application Provider accepting this Agreement and any of your Affiliates using your Store Account) and Microsoft Corporation or its Affiliate ("Microsoft") relating to your use of the Windows Phone Store and the Developer Website.

By clicking "I accept" and/or by submitting an Application and any related materials (including In-App Product) to Microsoft, Application Provider (a) represents that the person accepting this Agreement has the requisite authority to accept this Agreement on behalf of Application Provider, and (b) agrees to be bound by the terms and conditions contained in the Agreement then in effect on the date of acceptance or submission.

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" means a Windows Phone 7 Application and/or a Windows Phone 8 Application.
   d. "Application Proceeds" means Net Receipts minus the Store Fee.
   e. "Associated Account" means an additional member account for the Developer Website which is dependent on your Store Account.
   f. "Certification" means the process specified by Microsoft for determining the compliance of an Application with the Certification Requirements. An Application is "Certified" when (i) Microsoft (or Microsoft's designated certification provider) confirms that the Application has successfully completed Certification and (ii) the Application is packaged and signed for Windows Phone Store.
   g. "Certification Fees" means fees you may be required to pay for Certification of Applications.
   h. "Certification Requirements" means the technical, functional, content, and other policy requirements provided by Microsoft (at http://go.microsoft.com/fwlink/?LinkId=271133 or another location specified by Microsoft) for Applications and In-App Products offered through the Windows Phone Store.
   i. "Covered Parties" means, collectively, Microsoft, authorized resale partners pursuant to Exhibit D, and network operators that provide billing services for Windows Phone Store.
   j. "Developer Website" means a website, currently available at https://dev.windowsphone.com, through which Application Providers access information and receive communications from Microsoft relating to Windows Phone Store and can submit Applications for Certification and make Applications and In-App Products available in Windows Phone Store.
   k. "Documentation" means the Developer Website and the Certification Requirements, and such other Windows Phone Store materials and information Microsoft makes available to Application Providers from time to time.
   l. "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.
   m. "In-App Product" means a supplementary digital item for a Windows Phone Application which is offered for purchase in the Windows Phone Store; after an In-App Product is purchased by a Purchaser, it is delivered to the Application by the Application Provider.
   n. "Marks" means the trademarks, logos, icons, short and long product descriptions, Application titles, In-App Product names, and screenshots you provide to Microsoft in connection with the submission of your Applications or In-App Products for Windows Phone Store.
   o. "Microsoft account" means the unique user name and password that identifies a customer of Microsoft services.

p. “Microsoft Service” means the Windows Phone Store and the Developer Website.
q. “Net Receipts” means the total amounts collected from Purchasers in connection with the download of an Application or purchase of an In-App Product through the Windows Phone Store, (i) minus any sales, use, or VAT/GST taxes collected from Purchasers for remittance by Microsoft or a billing service provider as provided in Section 6.b of this Agreement; and (ii) minus any amounts refunded to Purchasers or charged back by Microsoft or its billing service provider or other authorized partner.
r. “Purchaser” means any end user customer of the Windows Phone Store who acquires an Application or In-App Product, regardless of whether such customer pays a fee to obtain the Application or In-App Product.
s. “Store Account” means a service account for the Developer Website, which includes a user name and password.
t. “Store Fee” means the percentage of Net Receipts for an Application or In-App Product that is retained by Microsoft as a fee for making the Application or In-App Product available in Windows Phone Store. The Store Fee shall be thirty percent (30%) of Net Receipts for each Application or In-App Product.
u. “Windows Phone 7 Application” means a software application (including games, themes, and other applications that operate locally on the device or provide access to Internet-based services), or an update to such an application, and any related materials such as metadata and screenshots, designed for a mobile phone running a version of Windows Phone OS 7.
v. “Windows Phone 8 Application” means a software application (including games, themes, and other applications that operate locally on the device or provide access to Internet-based services), or an update to such an application, and any related materials such as metadata and screenshots, designed for use on a mobile phone running a version of Windows Phone OS 8.
w. “Windows Phone 7 Device” means a mobile communications device running a version of Windows Phone OS 7.
x. “Windows Phone 8 Device” means a mobile communications device running a version of Windows Phone OS 8.
y. “Windows Phone Store” means a Microsoft-branded platform (which includes a mobile phone client application and Internet-based service) provided by Microsoft, however named, through which Applications may be offered to or acquired by Purchasers.
z. “USD” means United States Dollar.

2) **Store Account.** You are required to open a Store Account and pay an Account Fee, in accordance with the Microsoft payment policies set forth in the Documentation, to submit Applications or In-App Products to Windows Phone Store. 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. Only you may use your Store Account, and you are responsible for all activity that takes place with your Store Account or any Associated Accounts. You may not share your user name and password or otherwise authorize any third party to access or use the Microsoft Service on your behalf. You must keep your account in good standing, which includes, without limit, paying the Account Fee in a timely manner, complying with this Agreement, keeping your information current, and providing only true, complete and accurate information in connection with your Store Account and any Associated Accounts. Microsoft may verify the information you submit, which may include providing your information to third party verification services. Failure to keep your account in good standing may, among other things, result in possible revocation of your Store Account, removal of your Applications and In-App Products from Windows Phone Store, loss of ratings and reviews, and forfeiture of any associated Account Fee.

3) **Your Participation in the Windows Phone Store**.

a. Submission. You must submit to Microsoft each Application and the metadata for each In-App Product that you wish to make available in Windows Phone Store. You are solely responsible and liable for the Applications and In-App Products you submit. You are responsible for supporting your Applications and for delivering and supporting your In-App Products. All copies of the Applications you submit will be retained (or destroyed) by Microsoft and will not be returned. You are responsible for maintaining your own backup copies.

b. Evaluation and Testing. If Microsoft offers a "device unlock" service, however named, through the Developer Website, you may use such service to unlock a reasonable number of Windows Phone 7 or Windows Phone 8 Devices, in accordance with any specifications and technical limitations of the service, solely for the purpose of using such unlocked Windows Phone 7 or Windows Phone 8 Device to test and evaluate your Applications and/or In-App Products. For purposes of this Section 3.b, "unlock" means to enable the Windows Phone 7 or Windows Phone 8 Device to load and run Applications and/or In-App Products that are being developed for the Windows Phone Store.

c. Certification. Within a reasonable period of time after you submit an Application to Microsoft, and provided that you have (i) paid any applicable Certification Fees and (ii) accepted any additional terms of service from Microsoft's designated Certification vendors, Microsoft (or Microsoft's designated Certification vendor) will evaluate the Application to determine whether the Application complies with the Certification Requirements. You agree to cooperate with Microsoft and Microsoft's designated Certification vendor in this process. Microsoft may also evaluate your Application and In-App Products periodically after they become available in the Windows Phone Store to verify that they comply with this Agreement. For additional information about the Certification process and Certification Fees, visit https://dev.windowsphone.com.

d. Application Availability. Microsoft has no obligation to make any Application or In-App Product available in the Windows Phone Store, even if the Application has been Certified.

e. Application Placement. Microsoft reserves the right, in its sole discretion, to make (or to designate third parties to make) all decisions regarding placement or promotion of Applications in the Windows Phone Store.

f. Removal. Microsoft reserves the right to remove any Application or In-App Product from availability in the Windows Phone Store for any reason or no 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 Application or In-App Product; (iii) an assertion or claim that your Application or In-App Product infringes the intellectual property rights of a third party; (iv) an assertion by a mobile network operator that your Application or In-App Product causes harm to the operator's network; (v) an assertion by a mobile network operator that your Application is already provided under an agreement between you and a mobile operator or (vi) complaint(s) about the content or quality of your Application or In-App Product. Microsoft also reserves the right to disable previously downloaded copies of an Application on mobile devices if Microsoft believes that the Application could cause harm to end users or their devices, third parties (including any Covered Party), or any network, or to comply with any judicial process, government order, or lawsuit settlement. Unless your Application or In-App Product is removed or disabled for breach of this Agreement or in response to an infringement allegation (in which case Section 7.c will apply), Microsoft will pay to you the amounts owed, if any, in connection with the purchase of your Application or In-App Product before removal.

g. Product Ratings. The Windows Phone Store allows Purchasers to comment on and rate Applications. Microsoft may use those ratings and other data to determine the placement or marketing of Applications

in the Windows Phone Store. Your Applications may be subject to ratings with which you may not agree. You may not attempt to manipulate ratings or rankings for your Application or any other Application.

h. Enterprise Applications. If you provide any Enterprise Application(s) to your Employees (both as defined in Exhibit C), you are subject to and agree to the terms set forth in Exhibit C to this Agreement.

i. Modification or Discontinuance. Microsoft may, in its sole discretion, (a) change, improve, or correct Windows Phone Store or (b) discontinue Windows Phone Store, in whole or in part.

4) **Appointment as Agent or Commissionaire; Licenses**.

a. Appointment of Microsoft. The Windows Phone Store is a forum through which Applications and In-App Products are made available by Application Providers to Purchasers. Microsoft's role is to provide the technology and services to enable this forum, and to process the related purchases, returns and chargebacks for you. Except as otherwise provided in Exhibit D 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 the Application and/or In-App Product.

b. Grant of Rights to Microsoft. You do not transfer ownership of any Application to Microsoft by submitting it, but you do grant to Microsoft, in its capacity as your agent or commissionaire, the worldwide right (a) to host, install, use, reproduce, format, and sign your Application(s) (including by removing preexisting signatures) for purposes of performing Certification (by Microsoft or Microsoft's designated certification provider) and testing Application compatibility and to install and use your In-App Product(s) for purposes of testing compliance of the In-App Product(s) with the Certification Requirements and (b) directly or indirectly through Microsoft's authorized partners, to host, reproduce, market, promote, offer, and make available your Application(s) to Purchasers and to market, promote, offer, and make available your In-App Product(s) to Purchasers. If you designate your Application as pre-installable by an OEM or mobile operator, you will have the ability to provide the Application (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. If you use the functionality in the Developer Website to request that Microsoft remove your Application or In-App Product from availability in the Windows Phone Store (which functionality may be referred to as the "unpublish" functionality or otherwise), within a reasonable period of time Microsoft will remove the affected Application or In-App Product from the Windows Phone Store and cease making the affected Application or In-App Product available, except as permitted under Section 11.b of this Agreement.

c. Right to Use Marks. You grant Microsoft the right to use, display, demonstrate, and publicly perform your entity name, Application(s) or portions of your Application(s), In-App Product(s), and Marks, without modification, in connection with marketing and making available to Purchasers the Application or In-App Product in the Windows Phone Store and in marketing campaigns, presentations, and press releases for the Application or In-App Product and/or Windows Phone.

d. License to Purchaser. You, not Microsoft, will license the right to install and use the Application or In-App Product to Purchasers. You may provide a license agreement to the Purchaser for your Application or In-App Product. If you do not provide a license agreement with your Application, then the Standard Application License Terms, attached as Exhibit A, will apply between you and Purchasers of your Application or In-App Product (as a supplement to your Application). If you provide your own license agreement, your license must, at a minimum, (a) permit the Purchaser to download and run the Application or In-App Product on up to five (5) Windows Phone Devices associated with that Purchaser's Microsoft account, without payment of any additional fees to you (from either Microsoft or Purchaser), (b) include "disclaimer of warranty" and "limitation on and exclusion of remedies and damages" sections that are at least as protective of Covered Parties as Exhibit A and (c) disclaim any support services from

Microsoft and the Purchaser's phone manufacturer and network operator. Your license terms must not conflict with the Standard Application License Terms in any way, except that if your Application or In-App Product includes FOSS, your license terms may conflict with the limitations set forth in Section 3 of the Standard Application License Terms, but only to the extent required by the FOSS that you use.

e. Terms of Use and Privacy Policy. If your Application enables access to and use of Internet-based or mobile services or otherwise collects and/or transmits user information to you or a third party, you are responsible for informing Purchasers of your terms of use and privacy policy. At a minimum, you must maintain a privacy policy that (i) complies with applicable laws and regulations, (ii) informs users of the information collected by your Application and how that information is used, stored, secured, and disclosed, and (iii) describes the controls that users have over the use and sharing of their information and how they may access their information. Covered Parties' terms of use and privacy policies will not apply to a Purchaser's use of your Application.

f. Access to Transaction Data. Even though Microsoft is your agent or commissionaire as described in Section 4.a, Microsoft will not provide you access to any personal information submitted by Purchasers through the Windows Phone Store, including transaction data. You waive, release and disclaim any claim or right you may have to request access to such information. The reporting available to you through the Developer Website will provide aggregate information relating to your Application downloads and Application and In-App Product transactions and Microsoft's payments to you under this Agreement.

5) **Application Requirements**. Each Application and In-App Product you submit to Microsoft for Windows Phone Store must comply with the following requirements (the "Application Requirements"):

a. The Application or In-App Product, including any Application or In-App Product that contains FOSS, must comply with and remain in compliance with this Agreement and all requirements and obligations detailed in the Documentation, as any of these may be revised from time to time.

b. The Application or In-App Product must comply with the applicable laws of each jurisdiction into which you choose to make the Application or In-App Product available, including (i) export control laws; (ii) data protection, privacy, and other laws and regulations relating to collection and use of user information by your Application; (iii) telecommunications laws; and (iv) content ratings regulations. Applications made available through the Windows Phone Store may be subject to the U.S. Export Administration Regulations (EAR), regardless of the origin of the Application. As such, Microsoft requires that Applications must be lawfully distributable to all jurisdictions without additional review, approval, license, or technology-based restriction by any governmental entity. For more information on complying with the EAR, see the U.S. Department of Commerce's website http://www.bis.doc.gov/licensing/exportingbasics.htm.

c. 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 organizations (e.g., ASCAP, BMI, and SESAC)) and other sums, costs and/or consideration associated with providing music or video (and all content embodied therein) in and through your Application or In-App Product, and for undertaking all associated reporting obligations related thereto.

d. Your Application or In-App Product must not contain any viruses, hidden content or other malicious applications (including, for example, any "trap doors," "worms," "Trojan horses," "time bombs," back doors, disabling devices, or code blocks) or other unauthorized, hidden, or harmful programs.

e. If your Application includes FOSS, (i) you must comply with all applicable FOSS license terms, including any source code availability requirements, and (ii) the Application must not cause any non-FOSS Microsoft software to become subject to the terms of any FOSS license.

f. You may elect to support purchasing options from within your Application. You are not required to use the Windows Phone Store In-App Purchase solution (as described in the Documentation) to support those purchases, but any in-app purchase functionality that you offer must comply with the Certification Requirements. If you use the Windows Phone Store In-App Purchase solution, purchases will be subject to the Store Fee and the Application Requirements, including the Certification Requirements for In-App Purchases. If your Application allows any purchasing from within the Application, through Windows Phone Store In-App Purchase or otherwise, you must prominently disclose in your product description that in app purchase functionality is available.

6) **Application Pricing; Taxes on Application Transactions**.

a. When you submit an Application or In-App Product to Microsoft, you may designate the price (if any) to be charged to Purchasers (consistent with the Application price points specified by Microsoft in the Documentation for the applicable geography), and Microsoft will charge that price in making your Application or In-App Product available in the Windows Phone Store.

b. 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 Purchasers' acquisition of your Application(s) and In-App Product(s) through the Windows Phone Store only in the country(s) and to the extent described in the attached Exhibit B and Exhibit D, as may be revised from time to time. Except as otherwise provided in Exhibit B and Exhibit D, Microsoft will not remit any sales, use, goods and services, value added or other similar tax in connection with Purchasers' acquisition of your Application(s) or In-App Product(s). You are responsible for reviewing Exhibit B and Exhibit D 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 Application or In-App Product available to Purchasers, and it is your responsibility to designate the sales price of your Application or In-App Product appropriately and to comply with any such tax obligations that apply to you. For additional tax information and requirements, please see http://go.microsoft.com/fwlink/?LinkId=271132. You will defend, indemnify and hold Microsoft harmless against any claims 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.

7) **Payment Terms and Fees**.

a. As complete payment to you in connection with your participation in the Windows Phone Store under this Agreement, Microsoft will pay you applicable Application Proceeds, if any. The Store Fee you owe to Microsoft for making your Applications and In-App Products available through the Windows Phone Store will be deducted from payments made to you in accordance with this Section 7.

b. Application Proceeds. Application Proceeds will be calculated on a monthly basis by deducting the Store Fee from Net Receipts for the applicable month. If total Application Proceeds payable to you for a month exceed USD$200 (or its equivalent in local currency), then Microsoft will remit payment to you in accordance with this Section 7. If total Application Proceeds for the month are less than USD$200 (or its equivalent in local currency), then Microsoft may elect to carry forward the amount owed to subsequent months until the total amount owed exceeds USD$200 (or its equivalent in local currency).

c. If Microsoft removed any Application(s) or In-App Product(s) of yours from the Windows Phone Store and/or Purchasers' devices during the applicable month 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 Application(s) or In-App Product(s) from any Application Proceeds otherwise

payable to you under this Section 7. If Microsoft terminated your Store Account during the applicable month for breach of this Agreement, Microsoft may deduct any costs incurred in connection with closing your Store Account from any Application Proceeds otherwise payable to you under this Section 7 for the applicable month.

d. Payment Processing. Microsoft will make all Application Proceeds payments to you in accordance with Microsoft's then-current payment policies, which include payment via Electronic Funds Transfer (EFT) to the financial institution listed in our records. Microsoft is not responsible for delay, loss or misapplication of funds due to incorrect or incomplete information supplied by you, Associated Accounts 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 your local currency. You acknowledge that 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 that the amount you receive will be inclusive of any sales, use, or value-added taxes that may be chargeable between you and Microsoft in connection with the Store Fee. You must provide Microsoft (or its third party payment processor) with all financial, tax and banking information requested in order to make payment of amounts owed under this Agreement. Microsoft will notify you of any changes to the required information via updates to the Documentation. Failure to provide such information or to keep such information current and accurate, may result in Microsoft's removal of your Application or In-App Product from Windows Phone Store and forfeiture of amounts owed to you under this Agreement.

e. Taxes on payments. You are responsible for your own taxes, including taxes unique to where you reside, related to payments you may receive under this Agreement. You are also responsible for paying any sales, use, or value-added taxes (if any) that are chargeable by you to Microsoft in connection with the Store Fee that Microsoft collects as a fee for acting as your agent or commissionaire in making the Application(s) and In-App Product(s) available in Windows Phone Store. If taxes are required to be withheld 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 will secure and deliver to you an official receipt for any such taxes withheld. Microsoft shall use reasonable efforts to minimize such taxes to the extent permissible under applicable law, and each party shall reasonably cooperate with the other to obtain the lowest tax rates or elimination of such taxes pursuant to the applicable income tax treaties.

f. Reconciliation and Offset**.** You are responsible for all costs and expenses for returns and chargebacks of your Applications or In-App Products, including the full refund and chargeback amounts paid or credited to Purchasers. Refunds processed after you receive the Application Proceeds will be debited against your account. Microsoft may offset any amounts owed to Microsoft against amounts Microsoft owes you.

8) **Warranties**. You represent and warrant to Microsoft and each Covered Party, as applicable, that:

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

b. You are at least 18 years of age (or of an age of full legal capacity in the location where you reside) on the date you submit your Application(s) to Microsoft;

c. In making your Application or In-App Product available in the Windows Phone Store, you are not and will not violate any agreements to which you are a party or of which you are otherwise aware;

d. You have obtained any and all consents, approvals or licenses (including written consents of third parties where applicable) required for you to make your Application or In-App Product available in Windows Phone Store and for your Application(s) to access any Internet-based services, if any, to which the Application(s) enables access; and

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

9) Confidentiality.

a. **Confidential Information**. Each party agrees that at all times during the term of this Agreement, and for five (5) years thereafter, the recipient of Confidential Information under this Agreement will hold in confidence, and will not use or disclose any Confidential Information to any third party (other than in response to lawful requests from law enforcement authorities or to Covered Parties or permitted contractors to the extent they are performing the receiving party's obligations under this Agreement subject to confidentiality obligations that are at least as protective as those contained in this Section 9). The term "Confidential Information" means all non-public information that a party designates, either in writing or verbally, as being confidential, or which, under the circumstances of disclosure, ought to be treated as confidential. Confidential Information includes information relating to (i) business policies or practices of a party, (ii) customers or suppliers of a party, or (iii) information received from others that the disclosing party is obligated to treat as confidential, but does not include information that was known to the receiving party prior to disclosure by the disclosing party, or information that becomes publicly available through no fault of the receiving party. If you have any questions as to what comprises Microsoft Confidential Information, you agree to consult with Microsoft.

10) Disclaimer, Limitation of Liability, and Defense of Claims.

a. DISCLAIMER OF WARRANTY. WE PROVIDE THE MICROSOFT SERVICE "AS-IS," "WITH ALL FAULTS," AND "AS AVAILABLE." YOU BEAR THE RISK OF USING THE MICROSOFT SERVICE TO OFFER AND PROVIDE YOUR APPLICATION(S) AND/OR IN-APP PRODUCT(S) TO PURCHASERS. TO THE EXTENT PERMITTED BY LOCAL LAW, MICROSOFT, ON BEHALF OF ITSELF AND EACH COVERED PARTY, 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 MICROSOFT SERVICE. WITHOUT LIMITING ANY OF THE FOREGOING, COVERED PARTIES EXPRESSLY DISCLAIM ANY WARRANTIES THAT ACCESS TO OR USE OF THE MICROSOFT SERVICE WILL BE UNINTERRUPTED OR ERROR FREE.

b. LIMITATION OF LIABILITY. UNDER THIS AGREEMENT, YOU CAN RECOVER FROM MICROSOFT AND ITS AFFILIATES ONLY DIRECT DAMAGES UP TO AN AMOUNT EQUAL TO YOUR ACCOUNT FEE. YOU AGREE NOT TO SEEK TO RECOVER ANY OTHER DAMAGES, INCLUDING CONSEQUENTIAL, LOST PROFITS, SPECIAL, INDIRECT, OR INCIDENTAL DAMAGES FROM ANY COVERED PARTY. THESE LIMITS AND EXCLUSIONS APPLY EVEN IF 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 any and all claims made or brought by an unaffiliated third party, and costs, losses, damages and expenses (including reasonable attorneys' fees) relating thereto: (i) alleging that your Application or In-App Product infringes its copyright, trademark, or patent rights, or misappropriates its trade secret or undisclosed information; (ii) arising from a failure of your Application or In-App Product to comply with any of the Application Requirements; (iii) relating to the use of or inability to use the Application or In-App Product, including any product liability claims; or (iv) arising from any breach of any warranty in this Agreement by you. Your obligations under this subsection are subject to all of the following conditions: 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) provide you with reasonable assistance in defending the claim (and 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 the part of a Covered Party, with respect to any claim covered by this Section 10.c 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.

11) **Term and Termination**.

a. This Agreement will remain in effect until terminated.
   i. Termination for convenience. Either of us may terminate this Agreement at any time and for any reason (or no reason) by giving at least sixty (60) days written notice.
   ii. Termination for breach. Either of us may terminate this Agreement immediately in the event of a material breach of this Agreement by the other party which is not cured within thirty (30) days after receipt of written notice of the breach.

b. If you or Microsoft terminate this Agreement, or if you request that Microsoft remove your Application from the Windows Phone Store under Section 4.b of this Agreement, you agree that Microsoft may retain a copy of the affected Application(s) and, unless the Application was removed from the Windows Phone Store because of an allegation or judgment of intellectual property infringement, you grant to Microsoft a perpetual, limited license to reproduce and provide such Application(s) to Purchasers who previously downloaded the Application(s) and need to re-download the Application(s) as a result of storage management, backup and restore, technical or other reasons.

12) Miscellaneous

a. You will identify an individual to serve as the primary contact under this Agreement. This primary contact will be the default administrator for this Agreement, and will receive all notices unless you change the primary contact by visiting https://dev.windowsphone.com.

b. All notices that you provide to Microsoft under this Agreement must be sent to the following email alias: mktlegal@microsoft.com.

c. 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.

d. Microsoft may assign this Agreement at any time. You may not assign this Agreement or any rights or obligations hereunder 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.d, 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.d.

e. Microsoft may sublicense its rights under this Agreement or otherwise authorize third parties to assist Microsoft in performing its obligations or exercising its rights under this Agreement, provided that Microsoft will be responsible for the performance of such third parties subject to the terms of this Agreement.

f. The parties intend for this Agreement to be written in English. Any notices required or provided under this Agreement will be in English. In the event of any conflict between the English version of this Agreement or any notices and a translation, the English version will prevail.

g. 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. You irrevocably consent to the exclusive jurisdiction and venue of the state or federal courts in King County, Washington, USA for all disputes arising out of or relating to this Agreement.
h. Any claim related to this Agreement or to the Microsoft Service must be brought within one year. 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.
i. Sections of this Agreement that, by their terms, require performance after the termination or expiration of this Agreement will survive.
j. This Agreement is nonexclusive, and nothing in this Agreement may be construed as restricting Microsoft from entering into other, similar agreements with other application providers, or from acquiring, licensing, developing, manufacturing, or distributing technology that is similar to your Application(s) or In-App Product(s), nor as restricting you from entering into other, similar agreements to make your applications available through other application marketplaces.
k. 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. Microsoft recommends that you review this Agreement for updates each time you submit an Application or any related materials (including In-App Products). By submitting an Application and/or any related materials (including In-App Products) under this Agreement, you agree to be bound by the terms and conditions contained in the Agreement then in effect on the date of submission. If you do not agree with an update, do not submit an Application or any related materials (including In-App Products), and notify Microsoft that you are terminating the Agreement.

EXHIBIT A

STANDARD APPLICATION LICENSE TERMS (GLOBAL & GERMANY)

STANDARD APPLICATION LICENSE TERMS (UPDATED SEPTEMBER 2012)
WINDOWS PHONE STORE

These license terms are an agreement between you and the application provider. Please read them. They apply to the software application you download from the Windows Phone Store including any updates or supplements for the applications, unless the application comes with separate terms, in which case those terms apply. BY DOWNLOADING OR USING THE APPLICATION, YOU ACCEPT THESE TERMS. IF YOU DO NOT ACCEPT THEM, YOU DO NOT HAVE RIGHTS TO AND MUST NOT DOWNLOAD OR USE THE APPLICATION.

The application provider means the entity licensing the application to you, as identified in the Windows Phone Store.

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

1. INSTALLATION AND USE RIGHTS. You may install and use one copy of the application on up to five (5) Windows Phone enabled devices that are affiliated with the Microsoft account you use to access the Windows Phone Store.

2. INTERNET-BASED SERVICES.

a. Consent for Internet-Based or Wireless Services. The application may connect to Internet-based wireless services. Your use of 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 provided in connection with your use of the services, 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. Application provider 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:

- work around any technical limitations in the application;
- reverse engineer, decompile or disassemble the application, except and only to the extent that applicable law expressly permits, despite this limitation;
- make more copies of the application than specified in this agreement or allowed by applicable law, despite this limitation;
- publish or otherwise make the application available for others to copy;
- rent, lease or lend the application; or
- 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 your internal, reference purposes.

5. EXPORT RESTRICTIONS. The application is subject to United States export laws and regulations. You must comply with all domestic and international export laws and regulations that apply to the Application. These laws include restrictions on destinations, end users and end use. For information on Microsoft branded products, see www.microsoft.com/exporting.

6. SUPPORT SERVICES. Contact the application provider to determine if any support services are available. Microsoft (unless Microsoft is the application provider), your phone manufacturer, and your wireless carrier are not responsible for providing support services for the application.

7. ENTIRE AGREEMENT. This agreement, the terms for supplements and updates, and any privacy policy to which you agreed are the entire agreement for the application.

8. APPLICABLE LAW.

a. United States. If you acquired the application in the United States, Washington state law governs the interpretation of this agreement, claims for breach of it, and all other claims (including consumer protection unfair competition, and tort claims), regardless of conflict of law principles.

b. Outside the United States. 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 country. This agreement does not change your rights under the laws of your country if the laws of your country do not permit it to do so.

10. DISCLAIMER OF WARRANTY. THE APPLICATION IS LICENSED "AS-IS," "WITH ALL FAULTS," AND "AS AVAILABLE." YOU BEAR THE RISK OF USING IT. THE APPLICATION PROVIDER, 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 UNDER OR IN RELATION TO THE APPLICATION. YOU MAY HAVE ADDITIONAL CONSUMER RIGHTS UNDER YOUR LOCAL LAWS WHICH 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 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 PROVIDER ONLY DIRECT DAMAGES UP TO THE GREATER OF THE AMOUNT YOU PAID FOR THE APPLICATION OR ONE U.S. DOLLAR (US$1.00). YOU AGREE NOT TO SEEK TO RECOVER ANY OTHER DAMAGES, INCLUDING CONSEQUENTIAL, LOST PROFITS, SPECIAL, INDIRECT, INCIDENTAL, OR PUNITIVE DAMAGES FROM ANY COVERED PARTIES.

This limitation applies to:

- anything related to the application, services or content made available through the application; and
- claims for breach of contract, breach of warranty, guarantee or condition, strict liability, negligence, or other tort to the extent permitted by applicable law.

It also applies even if:

- repair, replacement or a refund for the application does not fully compensate you for any losses; or
- Covered Party knew or should have known about the possibility of the damages.

Standard Windows Phone Application License Terms for Applications offered in GERMANY

STANDARD APPLICATION LICENSE TERMS (GERMANY) (UPDATED SEPTEMBER 2012)
WINDOWS PHONE STORE

These license terms are an agreement between you and the application provider. Please read and accept them. They apply to the software application you download from the Windows Phone Store including any updates or supplements for the applications, unless the application comes with separate terms, in which case those terms apply. IF YOU DO NOT ACCEPT THEM, YOU DO NOT HAVE RIGHTS TO AND MUST NOT DOWNLOAD OR USE THE APPLICATION.

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2. INTERNET-BASED SERVICES.

a. Consent for Internet-Based or Wireless Services. The application may connect to Internet-based wireless services. Your use of 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 provided in connection with your use of the services, 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. Application provider 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:

- work around any technical limitations in the application;
- reverse engineer, decompile or disassemble the application, except and only to the extent that applicable law expressly permits, despite this limitation;
- make more copies of the application than specified in this agreement or allowed by applicable law, despite this limitation;

- publish or otherwise make the application available for others to copy;
- rent, lease or lend the application; or
- 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 your internal, reference purposes.

5. EXPORT RESTRICTIONS. The application is subject to United States export laws and regulations. You must comply with all domestic and international export laws and regulations that apply to the Application. These laws include restrictions on destinations, end users and end use. For information on Microsoft branded products, see www.microsoft.com/exporting.

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7. ENTIRE AGREEMENT. This agreement, the terms for supplements and updates to which you agreed and any privacy policy are the entire agreement for the application.

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b. Outside the United States. 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 country. This agreement does not change your rights under the laws of your country if the laws of your country do not permit it to do so.

10. WE MAKE NO ADDITIONAL WARRANTY. EXCEPT CASES IN WHICH WE HAVE HIDDEN SERVICE DEFECTS IN BAD FAITH OR DEFECTS HAVE RENDERED USE OF THE SERVICES IMPOSSIBLE, THE APPLICATION IS LICENSED "AS IS," "WITH ALL FAULTS" AND "AS AVAILABLE." THE APPLICATION PROVIDER, 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") DON'T GUARANTEE THE ACCURACY OR TIMELINESS OF INFORMATION AVAILABLE FROM THE SERVICES. YOU ACKNOWLEDGE AND AGREE THAT COMPUTER AND TELECOMMUNICATIONS SYSTEMS ARE NOT FAULT-FREE AND THAT OCCASIONAL PERIODS OF DOWNTIME OCCUR. THE COVERED PARTIES CANNOT GUARANTEE THE SERVICES WILL BE UNINTERRUPTED, TIMELY, SECURE OR ERROR-FREE. THE COVERED PARTIES GIVE NO EXPRESS WARRANTIES, GUARANTEES OR CONDITIONS. YOU HAVE ALL WARRANTIES FORESEEN BY LAW, BUT WE GRANT NO OTHER WARRANTIES. WE EXCLUDE ANY IMPLIED WARRANTIES, INCLUDING THOSE OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, WORKMANLIKE EFFORT, AND NON-INFRINGEMENT.

11. LIABILITY LIMITATION

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

The application provider shall only be liable for slight negligence of the application provider, its vicarious agents, and/or its legal representatives if material obligations of the agreement have been violated. Material obligations cover any obligations which need to be fulfilled in order to properly perform this agreement, which enable to reach the goals of this agreement and where the users generally can assume that those obligations will be fulfilled according to the sense and the content of this agreement.

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

Any statutory no-fault liability of the application provider, including, without limitation, liability under the product liability act and statutory liability for breach of warranty, shall remain unaffected by the above limitation of liability. The same shall apply to liability of the application provider, its vicarious agents and/or its legal representatives in the event of negligent injury to an individual's life, body or health.

No other contractual and legal claims besides those covered in this section 11 may result from this agreement and/or the use of the application.

EXHIBIT B

TAXES ON APPLICATION TRANSACTIONS

Microsoft 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 Purchasers' acquisition of your Application(s) and/or In-App Product(s) through the Windows Phone Store the following countries:

Commissionaire Countries:
All current member countries of the European Union
Liechtenstein
Norway
Switzerland

Other Microsoft Tax Remittance Countries:
Canada
Taiwan
United States

Mixed Remittance Countries:
Certain Microsoft billing service providers may collect and remit sales, use, goods and services, value added or similar taxes applicable to Purchasers' acquisition of your Application(s) or In-App Product(s) through the Windows Phone Store in the country(s) listed below. The reports that Microsoft makes available to you will identify the transactions for which a billing service provider has collected sales, use, goods and services, value added or similar taxes applicable to Purchasers' acquisition of your Application(s) or In-App Product(s) through the Windows Phone 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 Purchasers' acquisition of your Application(s) or In-App Product(s) in these country(s).**

Indonesia
Mexico

EXHIBIT C

TERMS AND CONDITIONS FOR ENTERPRISE APPLICATIONS

Last Updated: October 2012.

This Enterprise Application Addendum (the "Addendum") is a supplement to the terms and conditions of the Windows Phone Store Application Provider Agreement. This Addendum applies if you choose to make available Enterprise Applications to Employees as described in this Addendum. Except as expressly modified by this Exhibit C, all of the terms and conditions in the Windows Phone Store Application Provider 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 in the Application Provider 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 Application Provider Agreement.
    a. "Application Provider Agreement" means the agreement between you and Microsoft Corporation and its Affiliates relating to your use of the Windows Phone Store and the Developer Website. The current version of the Application Provider Agreement can be found at http://go.microsoft.com/fwlink/p/?linkid=246847&clcid=0x409.
    b. "Certificate Software" means the digital certificate obtained from Symantec (or other Microsoft designee) that allows you to provide an Enterprise Application for internal distribution to Employees in accordance with the terms of this Addendum.
    c. "Employee(s)" means a person who is hired by an employer for a wage or salary in exchange for services rendered to the employer, contactors, 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 "Employee" also includes faculty, staff and students of your institution and if you are a hospital, the term "Employee" 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 from Symantec (or other Microsoft designee) and making available Enterprise Applications to Employees.
    e. "Enterprise Application" means an Application 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 Application Provider Agreement.
2. **Enterprise License Use and Restrictions**.
    a. Internal Distribution. Subject to the terms of this Addendum and the Application Provider Agreement, you may make Enterprise Applications internally available to your Employees. 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 Windows Phone Store available to your Employees; and (ii) make available Enterprise Applications in a manner that harms the Windows Phone Store as determined by Microsoft.

c. Compliance with Requirements. Enterprise Applications must comply with the Certification Requirements and all other terms of the Application Provider 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 Employee 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 employee consent 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 (or other Microsoft designee) in order to access the Certificate Software and make available Enterprise Applications under the terms of this Addendum and the Application Provider Agreement.

4. **No Application Submission.** Notwithstanding Sections 3.a, 3.c.-e, and Section 4.a of the Application Provider Agreement, you are not required to submit your Enterprise Applications to Microsoft and Microsoft is not appointed as your agent or commissionaire, as applicable, for making your Enterprise Applications available to others in accordance with this Addendum. Microsoft does not retain any copies of Enterprise Applications and Enterprise Applications are not made available in the Windows Phone 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 Application Provider Agreement, 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 any and all claims made or brought by an unaffiliated third party or Employee, and costs losses, damages and expenses (including reasonable attorneys' fees) relating thereto: (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 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 Application Provider Agreement. Your obligations in this Section 6 are subject to the conditions outlined in Section 10.c (Duty to Defend) of the Application Provider Agreement. Covered Parties who are not party to the Application Provider Agreement are beneficiaries of the Application Provider Agreement solely for the purpose of enforcing the rights granted to such Covered Parties in this Section 6 of the Addendum.

EXHIBIT D

TERMS AND CONDITIONS FOR RESELLER COUNTRIES

In the country(s) and to the extent listed below, Microsoft acts as a reseller, rather than your agent, in making your Application(s) and In-App Product(s) available in the Windows Phone Store:

- China (except on Windows Phone 7 Devices)

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

1. **License Grants.** Notwithstanding the last sentence of Section 4.a and the first sentence of Section 4.b of the Agreement, for the country(s) listed in this Exhibit D in which you choose to make your Application or In-App Product available, you grant to Microsoft a license (including the right to sublicense to authorized resale partners in Microsoft's sole discretion) to make the Application or In-App Product available to Purchasers and to provide the Application through the Windows Phone Store. You do not transfer ownership of any Application to Microsoft by submitting it, but you do grant to Microsoft a license (including the right to sublicense to authorized resale partners in Microsoft's sole discretion), for the country(s) listed in this Exhibit D in which you choose to make your Application available, (a) to host, install, use, reproduce, format, and sign your Application(s) (including by removing preexisting signatures) for purposes of performing Certification (by Microsoft or Microsoft's designated certification provider) and testing Application compatibility and to install and use your In-App Product(s) for purposes of testing compliance of the In-App Product(s) with the Certification Requirements and (b) directly or indirectly through authorized partners (including pursuant to a sublicense agreement), to host, reproduce, market, promote, offer, and provide your Application(s) to Purchasers and to market, promote, offer, and make available your In-App Product(s) to Purchasers. You will continue to license your Application(s) and to license and deliver your In-App Product(s) to Purchasers as provided in Section 4.d of the Agreement.

2. **Application Pricing; Taxes on Applications.** Notwithstanding Section 6 of the Agreement, when you submit an Application and choose to make the Application or an In-App Product available as provided in this Exhibit D, you may suggest the price (if any) to be charged to Purchasers (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 an authorized partner chooses in its discretion) in making your Application or In-App Product available in the Windows Phone Store in that country. For any Application or In-App Product you choose to make available as provided in this Exhibit D, Microsoft (or an authorized partner or billing service provider) will collect and remit sales, use, goods and services, value added or similar taxes, if any, applicable to the Purchaser's acquisition of your Application or In-App Product in such country(s) through the Windows Phone Store as provided in this Exhibit D. Except as provided herein, Microsoft will <u>not</u> remit any sales, use, goods and services, value added or other similar tax in connection with Purchasers' acquisition of your Application(s) or In-App Product(s).

3. **Payment Terms and Fees.** Application Proceeds payable to you in connection with the sale of your Application or In-App Product in the country(s) listed in this Exhibit C will be calculated and paid to you as provided in Section 7.b, but the Application Proceeds will be provided to you as a royalty payment in exchange for the license granted in paragraph 1 of this Exhibit D.