**PLEASE READ THE FOLLOWING ADDENDUM TO THE APPLE DEVELOPER PROGRAM LICENSE AGREEMENT CAREFULLY. THESE TERMS AND CONDITIONS CONSTITUTE A LEGAL AGREEMENT AND ARE IN ADDITION TO THE TERMS OF THE APPLE DEVELOPER PROGRAM LICENSE AGREEMENT. SIGNIFY YOUR AGREEMENT TO BE BOUND BY THE TERMS OF THIS ADDENDUM BY CLICKING THE "AGREE" BUTTON.**

# Alternative Terms Addendum for Apps in the EU
**(to the Apple Developer Program License Agreement)**

This Alternative Terms Addendum for Apps in the EU ("**Alternative EU Terms Addendum**" or "**Addendum**") is in addition to the terms of the Apple Developer Program License Agreement ("**Developer Agreement**"). To enter into this Addendum, You must be a member in good standing of the Apple Developer Program and You must have entered into the current terms of the Developer Agreement. In addition, You must be "established" in the European Union (EU) in accordance with Article 1(2) of Regulation (EU) 2022/1925.

Defined terms not defined herein shall have the same meaning as set forth in the Developer Agreement. In the event of a conflict between this Addendum and the Developer Agreement (including the App Review Guidelines), this Addendum will control with respect to such conflict.

## 1.       Definitions

"**Alternative App Marketplace (EU)**" means Your Application that has as its primary purpose the discovery and distribution of other Applications, and has obtained the relevant entitlement profile for doing so. For the purposes of this Addendum, "**Applications**" distributed by an Alternative App Marketplace (EU) can include Your Applications as well as Applications from other developers.

"**Alternative Payment Processing**" means providing a payment system ("**Alternative Payment System**") that is not Apple's In-App Purchase system in Your Application that is distributed through the App Store, for selling digital goods and services in accordance with the requirements of **Section 3** of this Addendum.

"**Apple Entity**" means any of the following: Apple Inc., located at One Apple Park Way, Cupertino, California; Apple Canada Inc., located at 120 Bremner Blvd., Suite 1600, Toronto ON M5J0A8, Canada; Apple Services LATAM LLC, located at 1 Alhambra Plaza, Ste 700 Coral Gables, Florida; or Apple Distribution International Ltd., located at Hollyhill Industrial Estate, Hollyhill, Cork, Republic of Ireland.

"**Apple Materials**" means the Documentation, entitlement profiles, and other materials provided by Apple to You, and which are incorporated by reference into the requirements of **Section 3** of this Addendum.

"**Licensed Application**" means an Application that (a) meets and complies with all of the Documentation and Program Requirements, and (b) has been selected and digitally signed by Apple for distribution, including via an Alternative App Marketplace (EU) or Your Website (EU), or as an Alternative App Marketplace (EU), and includes any additional functionality, content or services provided by You from within such Application using the In-App Purchase API or otherwise.

"**Licensed Application Information**" means screenshots, images, artwork, previews, icons and/or any other text, descriptions, representations or information relating to a Licensed Application that You provide to Apple for use in accordance with this Addendum, Schedule 2 and 3 to the Developer Agreement ("Paid Applications Agreement"), and/or Schedule 1 to the Developer Agreement.

"**Link Out**" or "**Linking Out**" means using a link from Your Application that is distributed through the App Store to take end users to a website You own or have responsibility for ("**Your website**") to purchase digital goods and services in accordance with the requirements of **Section 3** of this Addendum.

"**Transaction**" means the sale of digital goods or services (including one-time purchases and auto-renewing subscriptions) pursuant to Your Application's use of Alternative Payment Processing or Linking Out under this Addendum. This includes (a) any applicable taxes and (b) any adjustments for refunds, reversals and chargebacks. Transactions that occur pursuant to Your Application's use of Linking Out

include only sales initiated within seven (7) calendar days after the end user taps "Continue" on the system disclosure sheet to go from Your Application to Your website.  In such instances, where the Transaction is a subscription (including free trials or offers), subsequent auto-renewals are also Transactions.

"**Transaction Reports**" means reports to be provided for a time period regarding whether there were any Transactions (including whether there were none), and if there were, all Transactions for that period. Transaction Reports shall be provided in the form and intervals instructed in the Apple Materials.

"**Website (EU)**" means a website that You own, operate, and have registered with Apple, from which You distribute Your Applications. Requirements for Your Website (EU) apply only to the aspects of Your Website (EU) used in connection with the marketing, sale, or distribution of Your Applications.

## 2.      Alternative Distribution in the EU
### 2.1      Alternative App Marketplaces (EU) and Website Distribution
**A.**      You must obtain an entitlement profile for Your Application for it to be an Alternative App Marketplace (EU); the entitlement profile is compatible only with devices in the EU on iOS 17.4 or an upcoming release of iPadOS to be noted in the Apple Materials, or later.  You must request access on the Apple Developer Program web portal to distribute Your Applications through Your Website (EU); distribution through Your Website (EU) is compatible only with devices in the EU on iOS 17.5 or an upcoming release of iPadOS to be noted in the Apple Materials, or later.  In addition to the requirements in the Developer Agreement and the Apple Materials, the following requirements must be met:

- You must be enrolled in the Apple Developer Program as an organization based in the EU (or be the parent of a subsidiary legal entity listed in App Store Connect that is based in the EU);

- For an Alternative App Marketplace (EU):

> - Your Application must:

>> - Be a new binary that is distributed only on iOS and/or iPadOS in the EU;

>> - Have as its primary purpose discovery and distribution of Applications; and

>> - Be distributed only from Your Website (EU).

> - You must:

>> - Provide Apple with a standby letter of credit from an A-rated (or equivalent by S&P, Fitch or Moody's) financial institution in the amount of EUR 1,000,000 according to the instructions specified in the Apple Materials, and maintain that standby letter of credit as long as Your Alternative App Marketplace (EU) is in operation; or

>> - Be a member of good standing in the Apple Developer Program for two (2) continuous years or more, and have an Application that had more than one (1) million First Annual Installs on iOS and/or iPadOS in the EU in the prior calendar year.

> - And You must also:

>> - Provide and publish terms, including those pertaining to content and business model, for Applications that You intend to distribute, and accept Applications that meet those terms, including Applications from other developers; or

>> - Distribute only Your own Applications, on iOS and/or iPadOS in the EU;

- For distribution from Your Website (EU):

> - You must be a member in good standing of the Apple Developer Program for two (2) continuous years or more, and have an Application that had more than one (1) million First Annual Installs on iOS and/or iPadOS in the EU in the prior calendar year; and

> - You may distribute Your Applications on iOS and/or iPadOS in the EU;

- You must publish transparent data collection policies and offer users control over how their data is collected and used;

- You must acknowledge that You will comply with applicable laws of the jurisdictions in which You operate, including, e.g., the Digital Services Act, the General Data Protection Regulation, and consumer protection laws;

- You must provide a mechanism for end users, Apple, developers of Applications on Your Alternative App Marketplace (EU), and other parties to notify You of intellectual property disputes related to Your Alternative App Marketplace (EU), Your Website (EU), and/or Applications distributed through Your Alternative App Marketplace (EU) or Your Website (EU), and handle them accordingly. If You become aware that content in Your Alternative App Marketplace (EU), Your Website (EU), or an Application on Your Alternative App Marketplace (EU) or Your Website (EU) infringes the intellectual property of Apple or others, or permits others to do so, You must act expeditiously to remove or disable access to that content. You will remove, after having issued a prior warning, developers of Applications on Your Alternative App Marketplace (EU) that frequently provide infringing content;

- You must be responsible for handling governmental and other requests to take down listings for an Application distributed through Your Alternative App Marketplace (EU) or Your Website (EU) on the grounds that it is illegal, violate the intellectual property rights of Apple or others, and/or violate Your terms for Applications;

- You must engage in ongoing monitoring and detection of fraudulent, malicious or illegal activity in Your Website (EU) or Your Applications (including Your Alternative App Marketplace (EU)), or fraudulent, malicious, or illegal developers or Applications in Your Alternative App Marketplace (EU), and take appropriate action when You detect such activity, Applications, or developers;

- You must be responsive to communications from Apple regarding Your Alternative App Marketplace (EU), Your Website (EU), or Applications distributed through Your Alternative App Marketplace (EU) or Your Website (EU), particularly regarding any fraudulent, malicious, or illegal behavior, or anything else that Apple believes impacts the safety, security, or privacy of end users;

- You must not infringe the intellectual property of Apple or others, and You must not distribute through Your Alternative App Marketplace (EU) or Your Website (EU) any Applications that infringe the intellectual property of Apple or others. You must implement a mechanism for reviewing other developers' Applications for intellectual property infringement prior to distributing them through Your Alternative App Marketplace (EU);

- You may not scrape, mine, retrieve, cache, analyze or index developer or app metadata from the App Store for use by Your Alternative App Marketplace (EU) or Your Website (EU).  For clarity, this does not prohibit Your use of any metadata that a developer submits directly to You, Your own metadata, or metadata directly acquired by You under applicable law.  Furthermore, You may not use or repurpose any end user ratings or reviews created for the App Store in a manner that suggests the review was written or created for anyone other than the App Store; and

- Restoration (i.e., via iOS and/or iPadOS backups to iCloud or a computer) and redownloading of Applications distributed by Your Alternative App Marketplace (EU) or Your Website (EU) must be free of charge.

**B.**      In addition, to help verify that installations of Applications from Your Alternative App Marketplace (EU) or Your Website (EU) are valid, Your Alternative App Marketplace (EU) or Your Website (EU) (as applicable) must:

- Provide the install verification token as part of the URLs starting with the scheme as defined by MarketplaceKit for each installation (including initial installation, redownloads, updates, and any other form of installation) of Your Alternative App Marketplace (EU); and

- Provide the install verification token as part of the URLs starting with the scheme as defined by MarketplaceKit for each installation (including initial installation, redownloads, updates, and any other form of installation) of an Application from Your Alternative App Marketplace (EU) or Your Website (EU).

## 2.2 Applications distributed through an Alternative App Marketplace (EU) or Your Website (EU)

**A.** Entitlement profiles You request that are available for Applications when they are distributed through the App Store on iOS and/or iPadOS in the EU may be used for Applications when they are distributed through Alternative App Marketplaces (EU) or Your Website (EU) on iOS and/or iPadOS in the EU, unless otherwise noted by Apple. Entitlement profiles that pertain to digital commerce in App Store apps may only be used by Applications when they are distributed through the App Store. For clarity, this includes the entitlement profiles for Linking Out or offering Alternative Payment Processing under this Addendum.

**B.** Apple reserves the right to communicate with any Alternative App Marketplace (EU) through which Your Application is distributed about the status of Your Application, any fraudulent, malicious, or illegal behavior associated with Your Application, and anything else that Apple believes impacts the safety, security, or privacy of end users.

**C.** Your Application must not infringe the intellectual property of Apple or others. If You become aware that content in Your Application infringes the intellectual property of Apple or others, You must act expeditiously to remove or disable access to that content.

## 2.3 General Terms for Alternative Distribution

**A.** For clarity, the terms of this **Section 2.3** apply to Alternative App Marketplaces (EU), Your Website (EU), and Applications distributed through Alternative App Marketplaces (EU) or Your Website (EU).

**B.** To be available for installation on iOS and/or iPadOS, Alternative App Marketplaces (EU) and Applications distributed through Alternative App Marketplaces (EU) or Your Website (EU) must follow the terms of this Addendum and the Developer Agreement, including the Notarization Review Guidelines.

**C.** Terms of the Developer Agreement (**Sections 1-14**, and all **Attachments**) that apply to Applications or Licensed Applications (including when distributed through the App Store), also apply to Applications and Licensed Applications when they are distributed through Alternative App Marketplaces (EU) or Your Website (EU), as well as Alternative App Marketplaces (EU), except as follows:

- **Section 3.3.4(A)(iii)**;

- Notwithstanding **Section 3.3.9(C)** of the Developer Agreement, use of Apple Pay APIs for purchases (including digital or physical) by Applications when they are distributed through Alternative App Marketplaces (EU) or Your Website (EU), as well as Alternative App Marketplaces (EU), is permitted, provided You follow the Acceptable Use Guidelines for Apple Pay on the Web and have accepted the applicable Apple Pay Platform Web Terms and Conditions and related agreements. For the purposes of this Addendum, when You use the Apple Pay APIs in this manner, the meaning of "website" in the Acceptable Use Guidelines for Apple Pay on the Web, and "Website" in the Apple Pay Platform Web Terms and Conditions and related agreements, includes Your Applications that use the Apple Pay Platform to facilitate transactions;

- **Section 6.3**;

- **Section 7.1** and **Section 7.2**; and

- **Attachment 2**.

- For clarity, Schedules 1, 2, and 3 to the Developer Agreement do not apply.

This **Section 2.3(C)** has no bearing on the terms of the Developer Agreement that apply to Applications and Licensed Applications when they are distributed through the App Store, even if the bundle ID is the same.

**D.** Metadata You provide Apple through App Store Connect or the Marketplace Search API for Your Alternative App Marketplace (EU), Your Applications distributed through Your Website (EU), or Your or other developers' Applications distributed through an Alternative App Marketplace (EU) must be suitable for all audiences (age 4+).

**E.** Notwithstanding the terms of the Developer Agreement, You give Apple permission to use Your Licensed Application Information submitted through App Store Connect, and any such metadata provided by an Alternative App Marketplace (EU) that distributes Your Licensed Application and integrates with the Marketplace Search API, for search and discovery of content through iOS on iOS devices and through iPadOS on iPadOS devices, as applicable. In addition, You agree that unless You inform Apple otherwise in writing, Apple may use Your submitted metadata at Apple Developer events (e.g., the Worldwide Developers Conference, online videos) and in developer documentation.

**F.** You certify that each of the Applications You deliver to Apple for which You indicate intent to distribute as an Alternative App Marketplace (EU), or intent to distribute through an Alternative App Marketplace (EU) or Your Website (EU), is authorized for export from the United States to anywhere in the European Union where You distribute, in accordance with the requirements of all applicable laws, including but not limited to the United States Export Administration Regulations, 15 C.F.R. Parts 730-774 and the Applicable European Laws. You further represent and warrant that all versions of the Licensed Applications You deliver to Apple are not subject to the International Traffic in Arms Regulations 22 C.F.R. Parts 120-130 and are not designed, made, modified or configured for any military end users or end uses as defined and scoped in 15 C.F.R § 744. Without limiting the generality of this **Section 2.3(F)** You certify that: (i) none of the Applications contains, uses or supports any data encryption or cryptographic functions; or (ii) in the event that any Application contains, uses or supports any such data encryption or cryptographic functionality, You certify that You have complied with the United States Export Administration Regulations as well as the Applicable European Laws, and are in possession of, and will, upon request, provide Apple with PDF copies of export classification rulings ("CCATS") issued by the United States Commerce Department, Bureau of Industry and Security ("BIS") or any self-classification reports submitted to the BIS, and appropriate authorizations from other regions that mandate import authorizations for that Application, as required. For clarity, if You engage a Service Provider to assist You in using the Apple Software and Services provided pursuant to this Addendum, in addition to the other requirements set forth in the Developer Agreement, such Service Provider must comply with the requirements set forth in **Section 14.8** of the Developer Agreement.

**G.** Your Alternative App Marketplace (EU), Your Website (EU), or Application distributed through an Alternative App Marketplace (EU) or Your Website (EU), must not infringe Apple's intellectual property or appear confusingly similar to the App Store or an Apple product, service, interface, computer software application, or advertising theme (including, but not limited to, use of App Store, App Store Connect, the App Store icon, and the App Store Connect icon). You shall not apply for or register a trademark, service mark, or copyright for or incorporating an Apple trademark, service mark, graphic symbol, logo, icon, trade dress, slogan, or similar variation as a company, product, or service name (including the name of Your Alternative App Marketplace (EU) or Your Website (EU)). You shall not, indirectly or directly, suggest or imply that Apple recommends, endorses, or sponsors You, the Alternative App Marketplace (EU), Your Website (EU), or any Application. Absent an express written license, use of an Apple trademark, service mark, trade dress, slogan, graphic symbol, logo, icon, or similar variation in a manner suggesting or implying affiliation, endorsement, or sponsorship by Apple violates the terms of this Addendum.

## 3. Alternative App Store Business Terms for the EU
### 3.1 Eligibility for Alternative Payment Processing and Link Out
**A.** To use Alternative Payment Processing or Link Out, Your Application must:

- Be distributed through the App Store on iOS, iPadOS, macOS, tvOS, visionOS, and/or watchOS in one or more storefronts available in any country or region located in the EU ("EU storefront") of the App Store; and

- Not participate in the Apple Video Partner Program or News Partner Program.

**B.**     You may elect to use Alternative Payment Processing in and/or Link Out of Your Application distributed through the App Store on iOS, iPadOS, macOS, tvOS, visionOS, and/or watchOS, and by EU storefront.

**C.**     However, where Your Application uses Alternative Payment Processing and/or Link Out, You may not use Apple's In-App Purchase system, or the StoreKit External Link Account entitlement profile for reader apps, in Your Application on the same OS and storefront.

**D.**     TestFlight may be used for purposes of beta testing Alternative Payment Processing and/or Link Out, provided that any Transactions incurred in such testing must be provided to testers at no cost.

**E.**     The entitlement profiles for Alternative Payment Processing and/or Link Out are only compatible with devices in the EU on iOS 17.4, iPadOS 17.4, macOS 14.4, tvOS 17.4, visionOS 1.2 or watchOS 10.4, or later.

**3.2     Alternative Payment Processing: Design and Technical Requirements**
**A.**     Prior to each payment flow where the end user would make a purchase using Your Alternative Payment System, and each flow to enter payment information for Your Alternative Payment System, even if not for a specific purchase, You must call the relevant StoreKit External Purchase APIs to (1) determine that You may use Alternative Payment Processing; and (2) if so, display the system disclosure sheet.

**B.**     The in-app payment flow You provide for end users using Your Alternative Payment System may take them out of Your Application only to the extent legally required to go to a website or another app to complete the purchase.

**C.**     Nor may the in-app payment flow contain any hidden, dormant, or undocumented payment functionality or behavior.

**3.3     Link Outs: Design and Technical Requirements**
**A.**     Prior to each instance of Linking Out from Your Application to take the end user to Your website to purchase digital goods or services, You must call the relevant StoreKit External Purchase Link APIs to (1) determine that You may use a Link Out and open a link; and (2) if so, display the system disclosure sheet.

**B.**     In addition to requirements provided in the Apple Materials, the link You provide in Your Application for Linking Out under this Addendum must:

- Go directly to Your website without any redirect, or intermediate links or landing page;

- Open a new window in the default browser on the device, and may not open a web view;

- Not pass additional parameters in the URL, to protect the end user (for example, their privacy);

- Be statically defined in the <<SKExternalPurchaseLink>> in Your Application's Info.plist before submission to the App Store;

- Be submitted with Your Application to the App Store, and shall be resubmitted if the URL changes; and

- Be accompanied by accurate information regarding the digital goods or services available for purchase on Your website.

**C.**     You may not include information about purchasing on Your website or a link to Your website for purchasing on the App Store product page of Your Application.

**3.4     Commerce Requirements**
**A.**     Applications that offer Alternative Payment Processing and/or Link Out must meet the following commerce requirements, as well as the requirements provided in the Apple Materials and the Program Requirements in **Section 3.3** of the Developer Agreement.

**B.**     For the purposes of **Sections 3.4** to **3.7**, "Apple" may be an Apple Entity, depending on Your location, or the storefront of the end user.  Please see the Apple Materials for more details.

**C.** Digital purchases sold on Your website to end users after Linking Out from Your Application, which are marketed as being for use in an Application, must be available for use in that Application.

**D.** If Your Application uses Alternative Payment Processing or Link Out to engage in misleading, fraudulent, improper, unlawful, or dishonest acts or practices such as bait and switch, scams, or payment fraud, it will be removed from the App Store and You may be removed from the Apple Developer Program.

**E.** Solely for the purpose of Transactions with end users of the App Store in an EU storefront, You act as the seller in Your own name and on Your own account.

**F.** You certify that any payment service provider used on Your website that You Link Out to from Your Application, or within Your Application meets Level 1 Payment Card Industry (PCI) compliance for handling credit and debit card data, and complies with the Payment Services Directive when not handling credit and debit card data.

**G.** You agree to make a customer service process available for end users, including a process to dispute unauthorized transactions, manage subscriptions (if applicable), and request refunds.

**H.** You must provide Apple with Transaction Reports, using the External Purchase Server API, according to the timelines and requirements provided in the Apple Materials.

**3.5    Commissions and Payments in the EU Storefronts of the App Store**
**A.** On iOS (and iPadOS, as of the date Apple announces) in the EU storefronts of the App Store, Apple shall be entitled to a commission equal to seventeen percent (17%) of all Transaction proceeds; the commission rate is ten percent (10%) for Transactions while You are a participant in the App Store Small Business Program, or where the Transaction is an auto-renewal in the second year or later of an auto-renewing subscription. For purposes of the App Store Small Business Program, any Transaction proceeds (net of Apple's commission and certain taxes and adjustments) You earn count towards program eligibility. Such commission applies to all amounts payable by each end user net of transaction taxes charged by You.

**B.** If You use App Store payment processing on iOS (and iPadOS, as of the date Apple announces) in the EU storefronts of the App Store, the Paid Applications Agreement is amended and restated solely for such sales so that Apple's commission rate for the sale of Licensed Applications is seventeen percent (17%); and while You are a participant in the App Store Small Business Program, or where there is a qualifying auto-renewing subscription purchase beyond one year as described in the Paid Applications Agreement, the commission rate is ten percent (10%).  For each sale covered in this **Section 3.5(B)**, there is additionally a three percent (3%) fee for the App Store's payment processing and related commerce services.

**C.** To the extent You participate in the Apple Video Partner Program or the News Partner Program, the Universal Services Program Addendum or News Partner Program Addendum (as relevant) to the Developer Agreement is amended and restated, subject to the terms and conditions therein, so that Apple's commission rate for qualifying sales in the EU storefronts of the App Store is: (i) ten percent (10%) on iOS (and iPadOS, as of the date Apple announces); and (ii) twelve percent (12%) on iPadOS (until the date Apple announces), macOS, tvOS, visionOS, and watchOS, as applicable. Further, an additional three percent (3%) fee will be added to the commissions set out in (i) and (ii) for using App Store payment processing and related commerce services.

**D.** On iPadOS (until the date Apple announces), macOS, tvOS, visionOS, and watchOS in the EU storefronts of the App Store, Apple shall be entitled to a commission equal to twenty-seven (27%) of all Transaction proceeds; the commission rate shall be twelve percent (12%) for Transactions while You are a participant in the App Store Small Business Program, or where the Transaction is an auto-renewal in the second year or later of an auto-renewing subscription. For purposes of the App Store Small Business Program, any Transaction proceeds (net of Apple's commission and certain taxes and adjustments) You earn count towards program eligibility. Such commission applies to all amounts payable by each end user net of transaction taxes charged by You.

**E.**    The commission rates in this **Section 3.5** take effect the later of: (1) the date that Apple announces for when they will apply for developers who have agreed to this Addendum; or (2) when You agree to this Addendum.

**F.**    Apple will issue an invoice to You for all commissions and any applicable taxes or other charges owed and will use commercially reasonable efforts to do so within fifteen (15) calendar days of receiving the Transaction Report(s) covering a calendar month. The invoice may be issued by an affiliate of Apple. Within thirty (30) calendar days of the invoice being issued, You shall pay all commissions and any applicable taxes as directed by Apple in the Apple Materials and in the currency stated in the invoice, using a payment method approved by Apple for You (as may be modified by Apple from time to time).

**G.**    Any payment dispute must be submitted before payment is due. If the parties determine that certain billing inaccuracies are attributable to Apple, Apple will issue a subsequent corrected invoice. If the Transaction Reports You submit show You issued a refund, Apple will reimburse You the commission paid to Apple on the Transaction to which the refund relates, and will do so in the form of credit in future invoices.

**H.**    This **Section 3.5(H)** applies in addition to Apple's other rights under this Addendum and the Developer Agreement, and any other remedies at law or equity. Late payments shall bear interest at the rate of one percent (1%) per month or the highest rate permitted by law, whichever is less. In addition, Apple shall be entitled to deduct (in whole or in part) any amounts (including its commission and any other fees or payments) due and owing by You or any of Your affiliates to Apple (and whether under or in connection with this Addendum, the Developer Agreement or any other agreement), and any taxes collected by Apple under this Addendum or the Developer Agreement, from any amounts collected by Apple from any end user as the price for, or as other charges in connection with the use of sales of digital goods or services through, any (i) Application; (ii) Licensed Application delivered to that end user or (iii) Custom Application via Custom App Distribution to that Custom App Distribution Customer and that end user, in each case through the App Store (and whether an EU storefront or otherwise). **Section 3.5** of each of Schedules 2 and 3 (Paid Applications Agreement) to the Developer Agreement shall be extended accordingly.

### 3.6    Taxes
**A.**    You are responsible for taxes, including (but not limited to): (i) determining if a Transaction is taxable; (ii) charging and collecting the taxes at the applicable rate; (iii) remitting the taxes to the appropriate taxing authority; and (iv) providing any required documentation to the end-user or appropriate taxing authority. If Apple determines that it is obligated to collect or remit any taxes in respect of a Transaction, such taxes (and any information required by Apple to determine such taxes) will be separately collected by Apple from You, and You will remit such taxes to Apple in accordance with the terms of this Addendum.

**B.**    Apple may invoice You for any applicable taxes, levies, duties, costs, charges, deductions, or any charges of equivalent effect, as imposed by any tax authority on or with respect to any commission. Apple shall determine, collect, and remit such applicable taxes to the competent tax authorities, and You agree to pay such taxes as invoiced by Apple. In the event that any tax authority imposes any tax compliance responsibility on You including, without limitation, reverse charge accounting, self accounting, and reporting, You shall take full responsibility for such compliance obligations.

**C.**    If Apple is obligated to collect or pay any taxes not covered in this Addendum in respect of Your payment to Apple, such taxes will be invoiced to You, and You will pay such taxes to Apple.

**D.**    To the extent withholding taxes are required under applicable law to be deducted from or in respect of any amount payable to Apple under the terms of this Addendum, You will: (i) pay such additional amounts as may be necessary to ensure that Apple receives a net amount equal to the full amount which it would have received under the terms of this Addendum if no deduction or withholding had been made; (ii) make such deductions; (iii) deposit such taxes with the relevant governmental tax authority within the time as prescribed under applicable law; and (iv) provide Apple with documentation, reasonably satisfactory to Apple, of such remittance.

**E.**     You represent You are appropriately registered in the applicable jurisdiction, have a valid identifier in compliance with the applicable jurisdiction, and will notify Apple if You cease to be registered or hold the valid identifier. In addition, You will timely provide Apple with any applicable identifiers, proof of registration, tax documentation, certification, or information requested by Apple, and failure to do so may result in revocation of Your Application's ability to Link Out or use Alternative Payments among any other rights Apple has under this Addendum or the Developer Agreement. You agree to indemnify and hold harmless the Apple Indemnified Parties for any Losses arising from this requirement.

### 3.7     Apple's Right to Audit

Notwithstanding any term to the contrary, You shall maintain and keep complete and accurate books and records concerning the amounts payable to Apple arising from Transactions, and refunds claimed, including taxes, for three (3) years following the date of transmission of Transaction Reports to Apple. Apple may examine and audit Your books and records relating to any Transactions and refunds claimed during such three-year period to verify the accuracy of payments to Apple. For the sake of clarity, Apple may not seek to examine and audit all Your financial data but only those data relevant to determining the accuracy of Apple's commission, payments to Apple and refunds claimed. To satisfy an audit request, You must, within thirty (30) days of the request allow an audit to take place. Apple may appoint an independent certified public accountant not then engaged in any audit of Apple or You to audit applicable books and records of You at a mutually agreed time and place during Your normal business hours.

### 3.8     Additional Terms for the App Store

**A.**     Notwithstanding **Section 3.3.9(C)** of the Developer Agreement, the Apple Pay APIs may be used in Your Application for digital purchases offered by Linking Out or via Alternative Payment Processing.

**B.**     Where the App Review Guidelines require use of Apple's In-App Purchase system, You may choose to instead use Alternative Payment Processing, subject to the terms of this Addendum, in Your Application when distributed through the App Store on an EU storefront.

## 4.     Alternative iOS Business Terms for the EU

### 4.1.     Core Technology Fee

**A.**     The "**Core Technology Fee**" is fifty Euro cents (€.50) per First Annual Install, and applies to First Annual Installs of an Application on iOS and/or iPadOS in the EU that exceed one (1) million over a rolling twelve-month period, except for Applications that are Alternative App Marketplaces (EU). For an Alternative App Marketplace (EU), the Core Technology Fee applies to each First Annual Install.

**B.**     A "**First Annual Install**" is the first time in a twelve-month period that an Apple account (Apple ID or Managed Apple ID) installs Your Application on iOS and/or iPadOS in the EU. This installation may occur after a download, redownload, or update of an Application distributed through the App Store, TestFlight, an Alternative App Marketplace (EU), as a Custom Application, or through Your Website (EU). If You have multiple bundle IDs for the same Application, Apple will combine them for the purpose of calculating the First Annual Install.

**C.**     On iOS, First Annual Installs do not begin accruing for Your Application(s) towards the Core Technology Fee until the first time You agree to this Addendum.  On iPadOS, First Annual Installs do not begin accruing for Your Application(s) towards the Core Technology Fee until the later of: (1) the date that Apple announces for when First Annual Installs will begin accruing on iPadOS for developers who have agreed to this Addendum; or (2) the date of when You first agree to a version of this Addendum.

### 4.2     Invoicing and Payments

**A.**      For the purposes of **Sections 4.2** to **4.3**, "Apple" may be an Apple Entity, depending on Your location, or the storefront of the end user.  Please see the Apple Materials for more details.

**B.**     Each month Apple will invoice You one-twelfth (1/12th) of the Core Technology Fee for all First Annual Installs that have accrued in the prior 12 months. The invoice will also include any applicable taxes and regulatory fees owed. Apple will use commercially reasonable efforts to do so within fifteen (15) calendar days after the end of each calendar month. The invoice may be issued by an affiliate of Apple. Within thirty (30) calendar days of the invoice being issued, You shall pay all the amounts invoiced

following instructions provided in the Apple Materials and in the currency stated in the invoice, using a payment method approved by Apple.

**C.** Any payment dispute must be submitted before payment is due. If the parties determine that certain billing inaccuracies are attributable to Apple, Apple will issue a subsequent corrected invoice.

**D.** This **Section 4.2(D)** applies in addition to Apple's other rights under this Addendum and the Developer Agreement, and any other remedies at law or equity. Late payments shall bear interest at the rate of one percent (1%) per month or the highest rate permitted by law, whichever is less.

### 4.3. Taxes

**A.** Apple may invoice You for any applicable taxes, levies, duties, costs, charges, deductions, or any charges of equivalent effect, as imposed by any tax authority on or with respect to the Core Technology Fee. Apple shall determine, collect, and remit such applicable taxes to the competent tax authorities, and You agree to pay such taxes as invoiced by Apple. In the event that any tax authority imposes any tax compliance responsibility on You including, without limitation, reverse charge accounting, self accounting, and reporting, You shall take full responsibility for such compliance obligations.

**B.** If Apple is obligated to collect or pay any taxes not covered in this Addendum in respect of Your payment to Apple, such taxes will be invoiced to You, and You will pay such taxes to Apple.

**C.** To the extent withholding taxes are required under applicable law to be deducted from or in respect of any amount payable to Apple under the terms of this Addendum, You will (i) pay such additional amounts as may be necessary to ensure that Apple receives a net amount equal to the full amount which it would have received under the terms of this Addendum if no deduction or withholding had been made; (ii) make such deductions; (iii) deposit such taxes with the relevant governmental tax authority within the time as prescribed under applicable law; and (iv) provide Apple with documentation, reasonably satisfactory to Apple, of such remittance.

**D.** You represent You are appropriately registered in the applicable jurisdiction, have a valid identifier in compliance with the applicable jurisdiction, and will notify Apple if You cease to be registered or hold the valid identifier. In addition, You will timely provide Apple with any applicable identifiers, proof of registration, tax documentation, certification, or information requested by Apple, and You agree to indemnify and hold harmless the Apple Indemnified Parties for any Losses arising from this requirement.

### 4.4. Nonprofit Organizations, Accredited Educational Institutions, and Government Entities

If You are registered with the Apple Developer Program as a nonprofit organization, accredited educational institution, or government entity, have not signed the Paid Applications Agreement, and do not otherwise sell digital goods or services, the Core Technology Fee does not apply to Your Applications. If the Core Technology Fee does not apply to Your Applications under this **Section 4.4**, any Alternative App Marketplace (EU) You distribute may only distribute Applications from You and/or another developer registered with the Apple Developer Program and not subject to the Core Technology Fee under this **Section 4.4**, or under **Section 4.5.**

### 4.5. Non-Commercial Developers with Free Applications

If You are registered with the Apple Developer Program as taking in zero (0) worldwide revenues from Your commercial activities ("**global business revenue**"), and offering only free Applications without monetization or services related to revenue of any kind (e.g., advertising, sales, or marketing of digital or physical goods or services), the Core Technology Fee does not apply to Your Applications so long as You meet these requirements. If You no longer meet these requirements, You must notify Apple by following the instructions in the Apple Materials. If the Core Technology Fee does not apply to Your Applications under this **Section 4.5**, any Alternative App Marketplace (EU) You distribute may only distribute Applications from You and/or another developer registered with the Apple Developer Program and not subject to the Core Technology Fee under this **Section 4.5**, or under **Section 4.4**. For clarity, "global business revenue" in this Addendum excludes personal income that is earned for reasons unrelated to Your Applications or Your work as an app developer.

**4.6     Small Developers**

**A.**     If You have never had an Application's First Annual Installs exceed one (1) million over a twelve-month period, and You earn global business revenue of less than €10 million in a twelve-month period, You may register with the Apple Developer Program to not pay the Core Technology Fee for Your Applications (except any Alternative App Marketplaces (EU)) for up to three (3) years from when You first sign a version of this Addendum with this **Section 4.6**, provided Your global business revenue remains less than €10 million in a twelve-month period.

**B.**     To qualify under **Section 4.6(A)**, You must, following the instructions in the Apple Materials, register with the Apple Developer Program before the First Annual Installs of any of Your Applications exceed one (1) million in a twelve-month period, and renew Your registration each year.

**C.**     If You qualify under **Section 4.6(A)** and subsequently earn global business revenue from €10 million to €50 million in a twelve-month period, in the second and/or third year (as applicable) You are eligible to have the Core Technology Fee not exceed €1 million for all Your Applications (except any Alternative App Marketplaces (EU)).  And if You qualify under **Section 4.6(A)** and subsequently earn global business revenue over €50 million in a twelve-month period, in the second and/or third year (as applicable) the Core Technology Fee is charged as described in **Section 4.1(A)**.

**4.7     Definition of "You" and "Your" for Sections 4.5 and 4.6**

For the purposes of determining whether You qualify under **Sections 4.5** or **4.6**, "**You**" and "**Your**" refer to not only the person(s) or legal entity described under the Developer Agreement, but also any other entity or person that directly or indirectly controls that person or entity, that the person or entity directly or indirectly controls, or that is under common control with the person or entity. For the purposes of this **Section 4.7**, "control" means that an entity or person possesses, directly or indirectly, the power to direct or cause the direction of the management policies of the other entity, whether through ownership of voting securities, an interest in registered capital, by contract, or otherwise. For clarity, there is no requirement that any other Developer Program membership sign this Addendum in order for You to qualify under **Section 4.5** or **4.6**.

## 5.     General Terms

**5.1.     Entitlement Profiles**

**A.**     Some capabilities in this Addendum require an entitlement profile. In such cases, You may use the entitlement profile only with the Application for which You requested the entitlement profile and for which Apple has approved its use. You agree to submit true, accurate, and complete information to Apple regarding Your requested use of such entitlement profiles and associated APIs, and to update Apple according to instructions provided in the Apple Materials if any of Your information changes. You acknowledge that changes may affect Your continued eligibility for an entitlement profile. Apple will review Your request and reserves the right to not provide You with an entitlement profile in its sole discretion, in which case You will not be able to use the entitlement profile or associated APIs, and to revoke such entitlement profile, in its sole discretion. Apple will not be liable to You for declining Your request for an entitlement profile or to access associated APIs even if You have agreed to this Addendum.

**B.**     You acknowledge and agree that You will not use, or attempt to use, the associated APIs or engage in permitted capabilities (e.g., distributing Applications, Linking Out to Your website for digital purchases, using Alternative Payment Processing in Your Application) unless You have received the relevant entitlement profile from Apple. If You receive an entitlement profile, then subject to the terms and conditions of this Addendum and the Developer Agreement, Apple hereby grants You during the Term a limited, non-exclusive, personal, revocable, non-sublicensable and non-transferable license to:

(i)     Distribute the entitlement profile to Your Authorized Developers for testing and developing Your Application; and

(ii)     Use the entitlement profile with Your Application solely on Authorized Test Units or Registered Devices, for submission to the App Store pursuant to **Section 6** (**Application Submission and Selection**) of the Developer Agreement, and/or for alternative distribution as permitted under this Addendum.

**C.** The entitlement profiles for Linking Out and Alternative Payment Processing are only permitted for use when Your Application is distributed through the App Store.

**D.** You agree to use, only through the use of the relevant entitlement profile, the associated APIs and permitted capabilities only as expressly permitted in this Addendum and in the Apple Materials. You agree not to use or attempt to use such entitlement profiles in or with any of Your Applications not granted the entitlement profile or with any other developer's Applications. For clarity, You may not use entitlement profiles provided under this Addendum with applications developed or distributed under any other Apple Developer agreements (e.g., the Apple Developer Enterprise Program License Agreement).

### 5.2. Reservation of Rights

While in no way limiting Apple's other rights under this Addendum or the Developer Agreement, or any other remedies at law or equity, if Apple has reason to believe You or Your Applications have failed to comply with any of the requirements of this Addendum or the Developer Agreement, Apple reserves the right to revoke Your access to any or all of the APIs associated with this Addendum immediately upon notice to You; require You to remove from Your Application an entitlement profile associated with this Addendum; block updates of, hide, or remove Your Applications from the App Store; block Your Applications from distribution or updates on Apple platforms; and/or to suspend or remove You from the Apple Developer Program.

### 5.3. Set Off

If You fail to pay Apple any or all amounts due and owed by You to Apple under or in connection with this Addendum, the Developer Agreement or any other agreement, Apple reserves the right, at any time and from time to time, to offset those amounts against any amounts (including any amounts collected by Apple on Your behalf from end users) owed by Apple to You. If any amounts to be set off are expressed in different currencies, Apple may convert any such amounts to the remittance currency agreed between Apple and You in accordance with an exchange rate fixed for the Delivery Period, as reflected in App Store Connect, as may be updated from time to time. Any exercise by Apple of its rights under this Section shall not limit or affect any other rights or remedies available to it under this Addendum or otherwise. For the purposes of **Sections 5.3**, **5.8(E)**, **5.9**, and **5.10**, as well as **Sections 12** and **13** of the Developer Agreement, "Apple" may be an Apple Entity, depending on Your location, or the storefront of the end user.

### 5.4. Confidentiality

You agree that any non-public information relating to this Addendum and associated technologies shall be considered and treated as "Apple Confidential Information" in accordance with the terms of **Section 9** (**Confidentiality**) of the Developer Agreement. You agree to use such Apple Confidential Information solely for the purpose of exercising Your rights and performing Your obligations under this Addendum and agree not to use such Apple Confidential Information for any other purpose, for Your own or any third party's benefit, without Apple's prior written consent. You further agree not to disclose or disseminate Apple Confidential Information to anyone other than those of Your employees or contractors who have a need to know and who are bound by a written agreement that prohibits unauthorized use or disclosure of the Apple Confidential Information.

### 5.5. Application Transfers

Once You agree to this Addendum, Your Applications cannot be transferred to an Apple Developer Program membership that has not signed this Addendum.

### 5.6. Termination of this Addendum

**A.** Except as provided in **Section 5.6(B)**, this Addendum is coterminous with the Developer Agreement, and shall apply to existing and future versions of the Developer Agreement into which You may enter. Upon the expiration or termination of this Addendum and the Developer Agreement, Apple is entitled to a one-time payment of all Core Technology Fees associated with First Annual Installs that occurred prior to termination. Apple is also entitled to all remaining unpaid amounts due under **Section 3** from Transactions incurred prior to the termination. All amounts already invoiced are due immediately; any amounts not yet invoiced are due thirty (30) calendar days from invoice issuance.

**B.**     You may terminate this Addendum without also terminating the Developer Agreement one time, provided You have never had an Application be an Alternative App Marketplace (EU) or be distributed through an Alternative App Marketplace (EU), distributed an Application through Your Website (EU), used Linking Out, or used Alternative Payment Processing.  For clarity, signing an updated version of this Addendum does not provide another opportunity to terminate under this **Section 5.6(B)** if You have already done so.  The termination takes effect immediately upon your giving Apple notice per the instructions in the Apple Materials.  Apple will issue You invoices for any remaining amounts accrued prior to termination for the Core Technology Fee, and/or under **Section 3**.  You must pay such invoices, and any other unpaid invoices issued under this Addendum, within thirty (30) calendar days of issuance.   If You terminate under this **Section 5.6(B)**, You may enter again into this Addendum at any time.

**C.**     The provisions of **Section 1**, the operational requirements of **Section 2.1**, as well as **Sections 2.2(B)** and **(C)**, **2.3(F)** and **(G)**, **3.4** to **3.7**, **4.2**, **4.3**, and **5** shall survive termination of this Addendum.

### 5.7.     Your Acknowledgements
You acknowledge and agree that:

**A.**     To the extent permitted by applicable law, Apple may at any time, and from time to time, with or without prior notice to You, modify, remove, or reissue the Apple Materials or the associated APIs, or any part thereof. You understand that any such modifications may require You to change or update Your Applications or Licensed Applications at Your own cost and that features and functionality of such Application or Licensed Application may cease to function. Except as required by applicable law, Apple has no express or implied obligation to provide, or continue to provide, the Apple Materials or associated APIs, and may suspend or discontinue all or any portion of Your access to them at any time.

**B.**     Apple makes no guarantees to You in relation to the availability, completeness, or accuracy of the Apple Materials, associated APIs, or any data from the associated APIs, and Apple is not obligated to provide any maintenance, technical or other support for the associated APIs or the Apple Materials. You are fully responsible for testing Your Applications and Licensed Applications, and the use of any entitlement profiles, with each new release of the Apple operating system software.

**C.**     In Your capacity as the legal entity responsible for any user data processed in connection with the use of Your Applications and Licensed Applications, You are solely responsible for complying with applicable data protection and privacy laws and regulations.

**D.**     You will not be permitted to access or use the Apple Materials or associated APIs after expiration or termination of this Addendum and the Developer Agreement.

**E.**     The Apple Materials, associated APIs, and any data from the associated APIs are provided by Apple to You on an "AS IS" and "AS AVAILABLE" basis. YOU EXPRESSLY ACKNOWLEDGE AND AGREE THAT ALL USE OF THE APPLE MATERIALS, ASSOCIATED APIS, AND ANY DATA FROM ASSOCIATED APIS IS AT YOUR SOLE RISK AND THAT THE ENTIRE RISK AS TO SATISFACTORY QUALITY, PERFORMANCE, ACCURACY, RELIABILITY, AND EFFORT IS WITH YOU. APPLE MAKES NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION THE IMPLIED WARRANTIES OF NON-INFRINGEMENT, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, REGARDING THE APPLE MATERIALS, ASSOCIATED APIS, OR ANY DATA FROM THE ASSOCIATED APIS, OR THEIR USE OR OPERATION ALONE OR IN COMBINATION WITH YOUR APPLICATIONS OR LICENSED APPLICATIONS, PRODUCTS, SYSTEMS, OR SERVICES. APPLE DOES NOT WARRANT THAT THE APPLE MATERIALS, ASSOCIATED APIS, OR ANY DATA FROM ASSOCIATED APIS WILL MEET YOUR REQUIREMENTS, THAT THE OPERATION OF THE APPLE MATERIALS WILL BE UNINTERRUPTED OR ERROR-FREE, THAT DEFECTS IN THE APPLE MATERIALS WILL BE CORRECTED, OR THAT THE APPLE MATERIALS, ASSOCIATED APIS, OR ANY DATA FROM THE ASSOCIATED APIS WILL BE COMPATIBLE WITH ANY APPLE PRODUCTS, SOFTWARE OR SERVICES OR ANY THIRD-PARTY SOFTWARE, APPLICATIONS, OR SERVICES. This **Section 5.7(E)** will apply to the maximum extent permitted by applicable law.

### 5.8. Additional Liability Disclaimer

TO THE EXTENT NOT OTHERWISE PROHIBITED BY APPLICABLE LAW, IN NO EVENT SHALL APPLE BE LIABLE FOR ANY DAMAGES OR LOSSES INCLUDING BUT NOT LIMITED TO, ANY LOSS OF PROFIT (WHETHER INCURRED DIRECTLY OR INDIRECTLY), ANY LOSS OF GOODWILL OR BUSINESS REPUTATION, ANY LOSS OF DATA SUFFERED, OR OTHER INTANGIBLE LOSS, ARISING OUT OF OR RELATED TO THIS ADDENDUM, THE USE OF THE APPLE MATERIALS, ASSOCIATED APIS, AND ANY DATA FROM ASSOCIATED APIS, ANY CHANGE, MODIFICATION, SUSPENSION, TERMINATION, OR DISCONTINUATION OF THE APPLE MATERIALS OR ASSOCIATED APIS, THE FAILURE OF OR ANY ERRORS OR INACCURACIES IN THE APPLE MATERIALS, ASSOCIATED APIS, OR ANY DATA FROM ASSOCIATED APIS.

### 5.9. Additional Indemnification Obligations

In addition to the indemnification obligations contained in **Section 10** (**Indemnification**) of the Developer Agreement and to the extent permitted by applicable law, You agree to indemnify and hold harmless, and upon Apple's request, defend, any Apple Indemnified Party from any and all Losses incurred by an Apple Indemnified Party arising from or related to the Application or Your use of the Apple Materials, associated APIs, or any data obtained from associated APIs, including but not limited to any claims for improper use of the APIs, any data obtained therefrom, or any end user claims arising out of or related to the use of Your Applications or Licensed Applications under this Addendum.

### 5.10. Choice of Law and Jurisdiction

For clarity, this Addendum forms part of the European Relationship for the purposes of **Section 14.10(d)** of the Developer Agreement and all contractual and non-contractual obligations arising out of, or in connection with it, shall be governed by and construed in accordance with Irish law. This provision shall take precedence to the extent there is any inconsistency with **Section 14.10(d)** of the Developer Agreement.


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