

VERIZON DEVELOPER COMMUNITY APP LICENSE AGREEMENT

This App License Agreement (“**Agreement**”) is between Verizon Corporate Services Group, Inc., a New York corporation, having a place of business at One Verizon Way, Basking Ridge, New Jersey 07920 (“**Verizon**” or “**We**”) and the party that accepts this Agreement by following the instructions to accept (“**You**” or “**Your**”). Verizon is entering into this Agreement on behalf of Cellco Partnership d/b/a Verizon Wireless and its other affiliates. This Agreement is effective on the date it is accepted by You.

By accepting this Agreement, You agree, without qualification, to its terms and conditions. If You don’t agree with this Agreement, you shouldn’t accept. If the person accepting this Agreement is doing so on behalf of a business entity, as indicated during the registration process to access this Agreement at <http://developer.verizon.com> (“**Portal**”), that person represents that he or she has the authority to bind that business to this Agreement. “You” or “Your” refers both to the individual accepting this Agreement and the business represented.

1. **Definitions.**

1.1. **App or Apps.** The software applications developed by You and submitted to Verizon through the Portal for testing, reproduction and distribution by Verizon via the VDC Catalog to Interactive Devices.

1.2. **Interactive Devices.** Any wireless communications, entertainment and/or computing devices, including cellular phones and advanced wireless devices such as laptop or netbook computers, personal digital assistants or smartphones, sold by Verizon, its agents or distributors that are provisioned for Subscribers in connection with Verizon Services (defined below).

1.3. **Subscribers.** Any persons, including natural persons, corporations, partnerships or other entities, who subscribe to Verizon Services.

1.4. **Verizon Developer Community or VDC.** The ecosystem for software applications, consisting of, among other things, the development tools available at the Portal and distribution via the VDC Catalog to Interactive Devices, managed by Verizon.

1.5. **Verizon Services.** The package of wireless communications, entertainment and/or voice services, including data, messaging, voice and web access services, offered by Verizon that let Subscribers use their Interactive Devices.

1.6. **VDC Catalog.** A platform designated by Verizon from which Apps may be downloaded by Subscribers to their Interactive Devices.

2. **License Grant.** This Agreement sets forth the terms and conditions for Apps.

2.1. **License.** You grant to Verizon a world-wide, assignable, non-exclusive, license to: (i) copy, reproduce, reformat, display and perform all Apps, including any related documentation provided by You to Verizon, within the VDC Catalog in object code format only; and (ii) store, exploit, use, distribute, transmit, sublicense, transfer and assign an unlimited number of copies of all Apps, including any related documentation provided by You to Verizon, to Subscribers in object code format only. With respect to each App, this license begins on the date the App is posted by Verizon to the VDC Catalog and terminates on the earlier of (a) the date such App is removed from the VDC Catalog or (b) the date of termination of this Agreement. All rights in Apps not granted in this Agreement are reserved by You. Nothing in this Agreement affects or limits Your rights or ability to license Apps to others for distribution through other channels or by other wireless carriers.

2.2. **License Restrictions.** Except when permitted by this Agreement or by applicable law, We agree that We won’t: (i) copy, reproduce, reformat, display, perform, store, exploit, use, distribute, transmit, sublicense, transfer or assign

any Apps; (ii) decompile, reverse engineer, disassemble or modify any Apps; or (iii) remove, efface or obscure any copyright or other proprietary notices or legends included in any Apps.

2.3. **Other Rights.** When content, material or services are made available in or through Apps, including, without limitation, full song downloads, ringback tones, ringtones, screen savers, streaming audio, streaming video, text, video on demand, voice and/or wallpaper, You agree to obtain any necessary rights or licenses to such content, material or services, including, without limitation, public performance rights, before it is made available in or through Apps. We aren't responsible for obtaining any rights or licenses whatsoever in connection with the content, materials or services made available in or through Apps.

2.4. **Reinstalls.** You agree that Subscribers are allowed to reinstall each App an unlimited number of times. This means that a Subscriber who has downloaded an App from the VDC Catalog to an Interactive Device may download a compatible version of that App from the VDC Catalog to any replacement Interactive Device without charge. Subscribers may reinstall a compatible version of Apps an unlimited number of times over an unlimited number of Interactive Devices without charge as long as they follow any process required by Verizon.

2.5. **Transfer and Remote Storage.** You agree that Subscribers may be able to transfer Apps from Interactive Devices to other devices, including, without limitation, other Interactive Devices, personal computers, cable set top boxes or remote storage services, without charge. We aren't representing or warranting that Apps will be locked to Interactive Devices.

2.6. **Verizon Property and Rights.** This Agreement doesn't grant You a right or license in any patents, copyrights, trade secrets, trademarks, trade names, service marks, logos or other property or rights of Verizon.

3. Removal of Apps.

3.1. **Removal Request.** You may request, in writing, the removal of any App from the VDC Catalog. We will remove Apps from the VDC Catalog in a commercially reasonable period of time.

3.2. **Removal by Verizon.** We may, at any time and for any reason, remove any App from the VDC Catalog. We'll make commercially reasonable efforts to notify You before removal of an App, but this may not always be possible. We'll consider reposting Apps to the VDC Catalog after removal only if We're satisfied that the reason for removal was remedied.

3.3. **Effect of Removal.** Removal of any App from the VDC Catalog, regardless of the reason, will terminate this Agreement with respect to such App. You agree that the removal of an App from the VDC Catalog, regardless of the reason, won't terminate the rights or licenses of Subscribers to continue to use such App if downloaded prior to removal.

4. Submission, Testing and Acceptance of Apps.

4.1. **App Submission.** You may submit Apps through the Portal for testing and acceptance by Verizon. All Apps that You intend to make available to Subscribers via the VDC Catalog must be submitted through the Portal. Each App will be deemed accepted by Verizon at the time it is posted to the VDC Catalog. We don't have an obligation to test, accept or post any Apps to the VDC Catalog, and We'll determine whether and when to post Apps to the VDC Catalog.

4.2. **App Testing and Certification.** We'll determine what testing, if any, needs to be performed on Apps submitted through the Portal. Before an App is posted to the VDC Catalog, it will need to pass whatever testing is required by Verizon. We may use a third party testing company to do the testing. There will be no charge for testing Apps, but We reserve the right to charge for testing if there are quality or unusual debugging issues with particular Apps. To the extent We determine that it is necessary to begin to charge for the testing of Apps, We'll give You at least 30 days prior notice of the charges. Each App will need to pass any required testing before it is posted to the VDC Catalog.

4.3. **Content Standards / Rating Classification.** Each App must comply with the content standards set out in Exhibit A ("**Content Standards**"). Additionally, at the time each App is submitted to Verizon through the Portal, You agree to apply a rating classification as set forth in Exhibit B ("**Rating Classifications**"). We have the right to remove any

App from the VDC Catalog if We determine: (i) it violates the Content Standards or doesn't comply with the Rating Classifications; (ii) Subscribers have complained to Verizon regarding the content, material or services provided in or through an App; (iii) continued availability of an App through the VDC Catalog may cause harm to Verizon or Subscribers; and/or (iv) an App, or the content, material or services provided in or through such App, no longer matches the description provided by You at the time it was submitted through the Portal.

5. Payments and Charges.

5.1. **Charges for Apps.** When You submit an App through the Portal, You must include a retail price(s) that Verizon will charge to Subscribers for such App, if it is posted to the VDC Catalog, as well as a retail price(s) for any content, material or services provided through such App. The retail price(s) may not exceed the maximum price that Verizon has in effect for such App, as set out in the Portal, at the time of submission. You may change the retail price(s) for each App by following the process, and providing the required prior notice, set out in the Portal. Alternatively, You may submit Apps to be offered to Subscribers without charge.

5.2. **Charges for Verizon Services.** The amounts charged by Verizon to Subscribers for their use of Verizon Services needed to download and/or use Apps will be determined by Verizon in its sole discretion. We alone will be responsible for billing Subscribers, as well as for all associated collection activity, for all such charges.

5.3. **App Share.** We'll pay You a revenue share for Apps as set forth in Exhibit C ("**App Share**"). Within 45 days of the end of each calendar month, or calendar quarter if the amount owed to You is less than \$500.00, We, or our designated third party reporting and payment vendor, will send You payment for the App Share. You'll be able to access reports through the Portal that detail the App Share owed to You each calendar month or quarter ("**App Share Report**"). We may issue credits to Subscribers for Apps previously purchased through the VDC Catalog, for any reason, and the amounts of the credits will be reflected in the App Share Report for the calendar month or quarter in which the credits are issued.

5.4. **Transaction Taxes.** You may invoice Verizon for any transaction taxes, such as sales taxes on Apps, that are required to be collected from Verizon and remitted by You as a result of any App Share paid to You unless Verizon provides You with valid exemption documentation within 30 days of the date of the invoice. As between the parties, however, We are responsible for imposing on Subscribers any transaction taxes that must be collected from them.

6. **Limitation of Obligations.** Neither party is under any obligation by this Agreement to develop or post to the VDC Catalog any Apps, market any Apps posted to the VDC Catalog or ensure that Subscribers purchase or download any Apps.

7. **Ownership.** Subject to the licenses granted in this Agreement, You are and will remain the owner of all right, title and interest in and to each App.

8. **Network Usage Guidelines.** Each App should be designed to make as efficient use of Verizon's wireless network resources as possible given its intended functions. We'll make a set of network usage guidelines available on the Portal that will establish baseline parameters for the operation of Apps. The network usage guidelines will be subject to change from time to time by Verizon.

9. Advertising.

9.1. **Advertising Requirements.** While You may include advertising in Apps, all such advertisements must be clear, non-misleading and comply with all applicable laws, rules and regulations. We reserve the right to remove any App from the VDC Catalog if We determine that any advertisements in such App violates this section.

9.2. **Advertising Insertion Capability.** At a future date, We may make available an advertising insertion capability that You may use to insert advertisements into Apps. Once this capability is available, You'll need to enter into a separate advertising insertion agreement with Verizon for insertion of advertising into Apps.

10. **Subscriber Ratings.** Subscribers will be able to rate any Apps that they download to their Interactive Devices, using a rating system established by Verizon, and those ratings, or an average of those ratings, may be published to other

Subscribers so that they can review them before downloading Apps. The ratings may be used by Verizon to make placement and other similar decisions about Apps.

11. Confidentiality and Publicity.

11.1. **Confidentiality.** During the course of this Agreement, You may gain access to confidential information of Verizon. For purposes of this Agreement, confidential information includes any and all information and material, whether in writing or in oral, graphic, electronic or other form, that is marked or described as confidential or that is provided under circumstances indicating it is confidential (“**Confidential Information**”). You agree to hold all Confidential Information in strict confidence to protect it from disclosure to any third party unless authorized in writing by Verizon or required by law, rule or regulation or court or other governmental order. You agree to disclose Confidential Information only to Your employees and agents who need to know such information to perform Your obligations under this Agreement and who are bound by restrictions regarding disclosure and use of such information comparable to, and no less restrictive than, those set forth herein. This obligation of confidentiality will continue for the longer of: (i) five (5) years from the effective date hereof; or (ii) for as long as this Agreement is in effect, plus an additional two (2) year period thereafter.

11.2. **Input.** There is no need for You to provide any confidential information to Verizon under this Agreement, and, accordingly, You agree that Verizon has no confidentiality obligations with respect to any information provided by You under this Agreement. Further, You agree that, if You provide Verizon any suggestions, comments or other feedback about the VDC Catalog, Portal, Verizon Services or any other products or services (“**Input**”), We’ll be free to use, disclose, copy and disseminate such Input for any purpose and without any obligations or restrictions to You.

11.3. **Subscriber Information.** We won’t provide You any individualized information about Subscribers under this Agreement. If You collect any information about Subscribers directly from Subscribers, You agree to abide by Your privacy policy when using or disclosing such information and to comply with all relevant privacy laws, rules and regulations relative to such information.

11.4. **Publicity.** You may not issue any marketing or other communications intended for public disclosure, including press releases, advertisements and web sites, which reference Verizon without Verizon’s prior written consent. Similarly, You may not use the Verizon logo or Verizon’s patents, copyrights, trade secrets, trademarks, trade names, service marks or other proprietary indicia without Verizon’s prior written consent.

12. Representations and Warranties.

12.1. **General Representations and Warranties.** You represent and warrant that: (i) You have the full right, power and authority to enter into this Agreement; (ii) Your acceptance of this Agreement, as well as Your performance of the obligations set forth in this Agreement, doesn’t and won’t violate any other agreement to which You are a party; and (iii) any and all activities that You undertake in connection with this Agreement will be performed in compliance with all applicable laws, rules and regulations (including, if applicable, the notice and take-down requirements contained in the Digital Millennium Copyright Act).

12.2. **Virus Representation and Warranty.** From the time each App is submitted to Verizon, You represent and warrant that each App will be free from code that: (i) might disrupt, disable, harm or otherwise impede the operation of any software, firmware, hardware, Interactive Device, computer system or network; and/or (ii) would enable You or anyone else to access such App for any reason unless permitted by this Agreement.

12.3. **App Representation and Warranty.** You represent and warrant that, for as long as an App remains in the VDC Catalog, such App will perform as described by You at the time such App was submitted to Verizon through the Portal and that such App will comply with other applicable documentation and standards, including any specifications and guidelines posted by Verizon to the Portal. In the event Verizon believes that this representation and warranty is breached, We’ll provide written notice to You and, within 10 days, You’ll: (i) repair the subject App to conform its performance with applicable documentation and standards; or (ii) replace such App with a version that performs in accordance with applicable documentation and standards. To the extent neither (i) nor (ii) above is commercially feasible, We’ll remove such App from the VDC Catalog, and this Agreement then will terminate with respect to such App.

12.4. **Other Representations and Warranties.** You represent and warrant that: (i) You have the authority to license each App, as well as any content, material or services made available in such App, for use by Verizon in accordance with this Agreement; (ii) no App, nor any content, material or services made available in such App, will infringe any copyright, trademark, right of publicity or right of privacy; (iii) no App will contain, or provide access to, any content or material that is obscene, libelous or defamatory or that violates any laws, rules or regulations; and (iv) each App, as well as any content, material and services made available in such App, will comply at all times with the Content Standards.

12.5. **Disclaimer.** EXCEPT FOR THE EXPRESS REPRESENTATIONS AND WARRANTIES SET FORTH IN THIS AGREEMENT, NEITHER YOU NOR VERIZON MAKE ANY OTHER REPRESENTATIONS OR WARRANTIES. EACH PARTY EXPRESSLY DISCLAIMS ALL OTHER REPRESENTATIONS AND WARRANTIES, WHETHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

13. **Indemnification.**

13.1. **Indemnification.** You hereby agree to defend, indemnify and hold harmless Verizon and all Subscribers (each an “**Indemnified Party**”) against any and all claims, demands, causes of action, damages, costs, expenses, penalties, losses and liabilities, whether under a theory of negligence, strict liability, contract or otherwise, incurred or to be incurred by an Indemnified Party, including, but not limited to, reasonable attorneys’ fees, arising out of, resulting from or related to: (i) any App or the content, material or services made available in or through any App; (ii) a breach by You of any of the representations or warranties contained in this Agreement; or (iii) any copying, reproduction, display, performance, storage, exploitation, use, distribution, transmission, sublicensing, transfer or assignment of any App or related documentation permitted under this Agreement that allegedly causes harm or causes an infringement of any patent, copyright, trademark, trade secret or other property rights of one or more third parties arising in any jurisdiction throughout the world. We’ll provide You with written notice of any claim subject to indemnification and allow You to have sole control of the defense of such claim and any resulting disposition or settlement of such claim; provided, however, that We may participate in the defense of a claim at our own expense. Any disposition or settlement of a claim that imposes any liability on or affects the rights of Verizon will require the prior written consent of Verizon.

13.2. **Limited Remedies.** If You determine that an App becomes, or is likely to become, the subject of an infringement claim or action, You may: (i) procure, at no cost to Verizon, the right to continue distributing and/or licensing such App or any portion thereof; or (ii) replace or modify such App, or any portion thereof, to render it non-infringing as long as the replaced or modified version performs in accordance with applicable documentation and standards and passes any testing deemed necessary by Verizon. Alternatively, if neither (i) nor (ii) above are commercially feasible, We’ll remove the subject App from the VDC Catalog, and this Agreement then will terminate with respect to such App.

14. **Liability Limitations.**

14.1. **No Consequential Damages.** EXCEPT FOR THE INDEMNIFICATION OBLIGATIONS ARISING UNDER SECTION 13 OR A VIOLATION BY VERIZON OF SECTION 2.2, IN NO EVENT WILL EITHER PARTY BE LIABLE TO THE OTHER PARTY IN ANY MANNER, UNDER ANY THEORY OF LIABILITY, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHER THEORY, FOR ANY CONSEQUENTIAL, SPECIAL, INCIDENTAL, INDIRECT, EXEMPLARY, PUNITIVE OR STATUTORY DAMAGES, INCLUDING, WITHOUT LIMITATION, LOSS OF DATA, REVENUES, BUSINESS OR PROFITS. THE PARTIES ACKNOWLEDGE AND AGREE THAT THE LIMITATIONS CONTAINED IN THIS SECTION APPLY REGARDLESS WHETHER THEY WERE ADVISED OF OR WERE AWARE OF THE POSSIBILITY OF THE DAMAGES SET FORTH IN THE PRECEDING SENTENCE.

14.2. **Other.** THE LIMITATIONS SET FORTH IN THIS SECTION WILL APPLY TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, RULE AND REGULATION, NOTWITHSTANDING THE FAILURE OF THE ESSENTIAL PURPOSE OF ANY LIMITED REMEDIES SET FORTH IN THIS AGREEMENT. THE PARTIES ACKNOWLEDGE AND AGREE THAT THEY HAVE FULLY CONSIDERED THE FOREGOING ALLOCATION OF RISK AND FIND IT REASONABLE, AND THAT THE LIMITATIONS SET FORTH IN THIS SECTION ARE AN ESSENTIAL BASIS OF THE BARGAIN BETWEEN THE PARTIES.

15. Term and Termination.

15.1. **Term.** This Agreement will become effective on the day, as indicated by the records of Verizon, that You follow the instructions set forth for accepting the terms and conditions of this Agreement and will remain in effect until terminated as provided in this Agreement.

15.2. **Termination.** We may terminate this Agreement with respect to any App, with or without cause, by removing such App from the VDC Catalog. Additionally, We may terminate this Agreement in its entirety, with or without cause, upon 30 days written notice to You. Upon termination of this Agreement, Verizon agrees to cease permitting Subscribers, or any other persons, to download Apps from the VDC Catalog.

15.3. **Survival.** Upon termination of this Agreement, Sections 5, 11, 12, 13, 14 and 16, along with this section, will survive termination.

16. General.

16.1. **Dispute Resolution.** Any claim or controversy arising out of or relating to this Agreement will be settled by an independent arbitration administered by the American Arbitration Association as modified by this Agreement. The arbitration shall occur before a single, neutral arbitrator and, in rendering a decision, the arbitrator shall apply the substantive law of the State of New York. The decision of the arbitrator shall be enforceable in the Federal District Court for the district where the arbitration is held.

16.2. **Export Compliance.** You acknowledge that the export, import and use of Apps is regulated by the U.S. and other governments. You agree to promptly furnish to Verizon, without any additional cost to Verizon, any information and documentation that is required, including, without limitation, Export Control Classification Numbers and Commodity Classification Automated Tracking System numbers, to determine whether any necessary authorizations have been obtained. Further, You agree to comply with all export control laws, rules and regulations, including the Export Administration Act and the regulations promulgated thereunder by the Department of Commerce. Additionally, You hereby represent and warrant that: (i) You are not subject to any government order suspending, revoking or denying export or import privileges necessary for the performance of Your obligations hereunder; (ii) You are not now based in, do not maintain an office in, are not a citizen of and do not intend to travel to Cuba, Iran, North Korea, Sudan, Syria or other locations subject to sanctions by the U.S. or other governments; (iii) You will not re-export or divert any Apps to a country, individual or activity in contravention of applicable laws, rules or regulations; and (iv) You will not use any Apps in the development, production, handling, maintenance, storage, detection, identification or dissemination of chemical, biological or nuclear weapons or their missile delivery systems or in connection with any materials or equipment that could be used in such weapons or their missile delivery systems or to resell or export them to any entity involved in such activity.

16.3. **End User License Agreement.** You must include within each App whatever End User License Agreement (“EULA”), if any, You want to govern Your relationship with Subscribers relative to each App. The EULA may not include provisions that attempt to impose any liability whatsoever on Verizon for the download and/or use by Subscribers of Apps and the EULA must include contact information for You should Subscribers wish to contact You, for any reason, regarding Apps. Additionally, the EULA must include a link to Your privacy policy or provide instructions on how to access such policy.

16.4. **Portal.** Your access to, and use of, the Portal will be governed by the Verizon Developer Portal Terms and Conditions. The Verizon Developer Portal Terms and Conditions are posted in the Portal. In addition to any other rights or remedies set forth in the Verizon Developer Portal Terms and Conditions, We may, at any time, suspend or terminate Your access to the Portal in the event You breach any of the obligations, representations or warranties set forth in this Agreement.

16.5. **Severability.** In the event any provision of this Agreement is found to be invalid, illegal or unenforceable, the validity, legality and enforceability of any of the remaining provisions will not in any way be affected or impaired, and a valid, legal and enforceable provision of similar intent and economic impact will be substituted therefore.

16.6. **Waiver.** The failure by either party to require the performance of the other party under any provision of this Agreement won't affect the right of such party to require performance under said provision at any time thereafter. Nor will waiver by either party of a breach of any provision of this Agreement be taken or held to be a waiver of the provision itself.

16.7. **Construction.** The headings and captions of this Agreement are inserted only for convenience and identification and are in no way intended to define, limit or expand the scope and/or intent of this Agreement.

16.8. **Relationship of Parties.** You and Verizon are independent contractors under this Agreement, and nothing in this Agreement will establish any relationship of partnership, joint venture, employment, franchise or agency between You and Verizon. Neither You nor Verizon will have the power to bind the other or incur obligations on the other's behalf without the other's prior written consent.

16.9. **Assignment.** Verizon may assign this Agreement in whole without Your consent, but You may not assign this Agreement in whole or in part without the prior written consent of Verizon. This Agreement will bind and inure to the benefit of the respective successors and permitted assigns of Verizon.

16.10. **Compliance with Laws.** Both parties agree to comply with all applicable laws, rules and regulations in connection with their activities under this Agreement.

16.11. **Governing Law.** This Agreement is governed by the laws of the State of New York without regard to its conflict of law principles. The United Nations Convention on Contracts for Sale of International Goods does not apply to this Agreement.

16.12. **Notices.** All notices required by this Agreement must be in writing and delivered, via United States mail, postage prepaid, courier or facsimile. Unless otherwise indicated, notices to Verizon will be delivered to the following address: Verizon, One Verizon Way, VC31W411, Basking Ridge, New Jersey 07920. Unless otherwise indicated, notices to You will be delivered to the address provided by You, as updated from time to time, in the Portal. Notice will be deemed effective upon receipt.

16.13. **Entire Agreement and Amendment.** This Agreement completely and exclusively states the agreement between You and Verizon regarding its subject matter. This Agreement supersedes and replaces all prior or contemporaneous understandings, representations, agreements or other communications between You and Verizon, whether oral or written, regarding its subject matter. No modification of this Agreement will be valid except in writing signed by You and Verizon.

EXHIBIT A

Content Standards

You may only provide Apps that are legal and do not include or provide access to content or material that falls into the following categories:

- Contains anything that is obscene or indecent or anything with strong sexual, explicit or erotic themes or that links to such content;
- Contains hate speech;
- Contains excessive violence;
- Contains extreme profanity;
- Contains misleading or fraudulent claims;
- Promotes or glamorizes alcohol abuse, illegal drug use or use of tobacco products; or
- Promotes a competitor of Verizon or its affiliates.

Notwithstanding the foregoing, Apps that provide access to services that enable the posting or transmission of content or material generated by members of the general public, including, without limitation, chat programs, bulletin boards, blogs, photo or video portals and social networks, do not need to meet the foregoing requirements. Rather, such Apps must comply with applicable laws, rules and regulations and incorporate safeguards aimed at protecting users, particularly children and teens, from abuse, fraud and other inappropriate conduct or activities. At a minimum, these safeguards should incorporate the following:

- Prominently disclose the existence and nature of the safeguards in Apps;
- Conform relevant business practices to the disclosures made about the safeguards;
- Establish processes to accept complaints from Subscribers about nudity, pornography, harassment, unwelcome contact, fraud or other inappropriate conduct or activity;
- Establish processes to immediately (within 24 hours) acknowledge receipt of a complaint about inappropriate conduct or activity and promptly (within three (3) business days) provide an explanation to the complainant of the steps taken to address the complaint; and
- Establish processes to ensure compliance with applicable laws, rules and regulations.

All Apps must comply with applicable industry standards (e.g., Mobile Marketing Association's Best Practices, CTIA's Wireless Content Standards, etc.) and Verizon's commercial practices. Additionally, none of the content and materials included in Apps can disparage Verizon or its affiliates.

Verizon will decide, in its sole discretion, whether the content, material or services provided in or through Apps complies with these standards. Verizon may change these guidelines at any time upon prior written notice to You.

EXHIBIT B

Rating Classifications

You must apply one of the classifications described below to each App submitted through the Portal for inclusion in the VDC Catalog.

C7+

Apps that only contain or provide access to content or material of the sort that would be assigned a rating of MPAA G, TV G, TV Y, TV Y7, ESRB EC or ESRB E should be classified C7+. Apps that contain or provide access to this sort of content and material would be considered suitable for children age 7 and above by most parents. Although this classification does not indicate that the content and material are made specifically for children, most parents would allow this content and material to be accessed by children age 7 and above. Apps assigned this classification must contain:

- Little or no violence, but may include mild fantasy violence or comedic violence;
- No strong or coarse language;
- Little or no sexual dialogue or situations;
- No mature themes;
- No drug use;
- Limited alcohol or tobacco use; and
- No modeling content such as lingerie, glamour or bikini shots.

T13+

Apps that contain or provide access to content or material of the sort that would be assigned a rating of MPAA PG, MPAA PG-13, TV PG, TV 14, ESRB E10+ or ESRB T should be classified T13+. Apps that contain or provide access to this sort of content and material would be considered suitable for children age 13 and above by most parents, and many parents would consider this sort of content and material unsuitable for children under age 13. Apps assigned this classification may contain:

- Mild coarse language;
- Moderate violence;
- Some sexuality suggestive dialogue or situations;
- Themes of a young adult nature;
- Mildly suggestive lingerie, glamour or bikini shots as long as there are no sexually provocative poses or nudity; and
- Alcohol, tobacco and drug use provided that its depiction is not designed to incite or encourage use.

YA17+

Apps that contain or provide access to content or material of the sort that would be assigned a rating of MPAA R, TV MA or ESRB M should be classified YA17+. Apps that contain or provide access to this sort of content and material would be

considered suitable for people age 17 and above, but most parents would consider this sort of content and material unsuitable for children under age 17. Apps assigned this classification may contain:

- Crude, indecent language;
- Graphic violence;
- Sexual situations and dialogue;
- Drug and alcohol abuse;
- Criminal activity; and
- Other adult themes.

M18+

Apps that contain or provide access to content, material or services that are restricted by law to people age 18 or older or that are otherwise unsuitable for people under age 18. Apps assigned this classification may contain:

- Intense profanity;
- Sexual activity or sexual behaviors; and
- Age-restricted content, material or services intended for adult use only such as dating services.

EXHIBIT C

Payments

1. **Payment Process.** You must register where indicated in the Portal to receive payment. The information collected at the time of such registration will include, among other things, a contact who can be contacted with respect to payments. You are responsible for ensuring that the information provided for purposes of receiving payment is kept up to date at all times.

All payments made to You by Verizon pursuant to this Agreement will be made via electronic funds transfer. You will not be paid through checks or cash. You must provide notice of any nonpayment, or payment disputes, by calling Verizon's third party payment vendor at 206-393-6301.

2. **App Share.** The App Share for any given calendar month, or any given calendar quarter in situations where the amount owed is less than \$500.00, will be seventy percent (70%) of the retail price charged by Verizon for each App or the content, material or services provided in or through each App. The retail price is the price for which an App, or content, material or services provided in or through an App, is sold by Verizon to Subscribers, inclusive of any discounts made available by Verizon to Subscribers for such App, excluding: (i) all sales, excise or value added taxes, if any, which are required to be collected from Subscribers; (ii) all airtime, transport or similar charges assessed by Verizon in connection with the download and/or use of Apps; and (iii) any additional regulatory charges or surcharges assessed by Verizon or any governmental or regulatory agency. The App Share will reflect retail charges assessed Subscribers by Verizon for Apps, as evidenced solely by the records of Verizon, minus any credits issued to Subscribers for Apps during such month consistent with Section 5.3.

The following is an example of how to calculate the App Share for a hypothetical calendar month in which no credits for Apps were issued by Verizon to Subscribers. The example assumes that only one (1) App, with a retail price of \$5.00, was available to Subscribers during the month in question and that there were a total of 500 Subscribers assessed the retail price by Verizon for the App during the month.

$$500 \times \$5.00 \times .70 = \$1,750.00$$