

APP DISTRIBUTION AND SERVICES AGREEMENT

This is an agreement between Connexion Health, LLC together with their affiliates, “**Connexion**,” “**we**” or “**us**”), including our successors and you (if registering as an individual) or the entity you represent (if registering as a business), including Your successors (“**Developer**” or “**you**”).

1. **Structure of Agreement.** This agreement (the “**Agreement**”) includes the body of the agreement below, all schedules to this agreement (“**Schedules**”), and all terms, rules and policies that we make available for participating in this program, including on our developer portal (together, the “**Program Policies**”). However, the terms in each Schedule only apply to you if you engage in the activity or use the Program Materials (defined in Section 3) to which the Schedule applies (for instance, the terms of the Distribution Schedule only apply to you if you submit a product to us to sell, distribute, or promote). Please carefully read the Agreement before clicking to accept it.
2. **Our Program.** Our program (the “**Program**”) allows end users to access Connexion applications, related mobile applications, and other digital products, and to use related services that we make available (for instance, “**ConnexionOS**”, “**Connexion Store**”). “**Apps**” are software applications, games, and other digital products that you submit to us for sale, distribution, or promotion through the Program, or with which you use any Program Materials, together with their enhancements, upgrades, updates, bug fixes, new versions and other modifications and amendments. “**Content**” means your Apps, all content, ads, services, technology, data and other digital materials included in or made available through your Apps, and all Product Information (if applicable, defined in the Distribution Schedule).
3. **Program Materials.** We may make available to you by request certain software, software development kits, libraries, application programming interfaces, services, documentation, sample code, related materials and information for use in connection with the Program (collectively, the “**Program Materials**”). Your use of certain Program Materials is subject to the terms in any Schedules that apply to those Program Materials (for instance, your use of the Program Materials that we make available via Connexion is subject to the terms of the Distribution Schedule). You are solely responsible for ensuring your Content functions properly with any Program Materials you use, including any future updated or modified versions of those Program Materials.
4. **Compliance with Laws; Privacy Obligations.** You and your Content must comply with all applicable laws, rules, regulations, orders, and other requirements of governmental agencies (“**Laws**”). In addition, if you (or any third-party plug-in or service provider you use) have access to any name, password, other login information, or personally identifiable information or personal data of any end user based on any use of or interaction with your Content, you will (i) provide legally adequate privacy notices to such end user, (ii) obtain any necessary consent from the end user for the collection, use, transfer, and storage of the information, (iii) use and authorize others to access and use the information only for the purposes permitted by the end user, and (iv) ensure the information is collected, used, transferred, and stored in accordance with applicable privacy notice(s) and applicable Laws. To the extent that We access Your data or that of Your customers, We will handle security of that information through Our End User License Agreement, Terms of Service and Privacy Policy (attached).
5. **Prohibited Actions.** You may not reverse engineer, disassemble or decompile any binary code used in connection with the Program, including any Program Materials we provide you. You will not take any action related to the Program that interferes with, damages, or accesses or uses in any unauthorized manner the hardware, software, networks, technologies or other properties or services of ours or of any end user, mobile operator or other third party.
6. **Our Operations.** We have sole discretion to determine all features and operations of the Program and to change the Program from time to time.

7. **Term and Termination; Suspension.** The term of this Agreement (the “**Term**”) will begin on the date you accept it and will continue until you or we terminate it. The parties agree that for the first three years of the term, the Agreement may only be terminated for Cause (as Cause is hereinafter defined). Following the expiration of the third anniversary of this Agreement, the Parties may each terminate the Agreement for Cause or without Cause with ninety (90) days written notice. If terminated without cause, the party terminating the Agreement without Cause shall be precluded from competing for a period of one year following termination without Cause. For the sake of clarity, if We terminate without Cause then We may not create a competing product, but We can permit a competing product to offer services through Our platform. Nothing in this Agreement shall ensure that You will be the exclusive provider of Your services on Our platform at any time. We are not obligated to return copies of any Content or other materials that you provide. The following provisions of this Agreement will survive termination of this Agreement: Sections 3 through 5, 8 through 13, all Developer representations and warranties in this Agreement, and any other provisions that, by their nature, are intended to survive. For purposes of this Agreement, Cause shall mean:

1. One Party’s material breach of this Agreement, which breach is not cured within ten (10) days of notification by the other Party;
2. Failure to operate in good faith and with best efforts of either Party to maintain commercially reasonable uptime;
3. Product fails to deliver on either Parties’ written scope and functionality as detailed solely in publicly distributed marketing materials;
4. Your public Product upgrades are not made available to Connexion users;
5. Dissolution, liquidation or filing for bankruptcy protection.

8. **Representations and Warranties.** You represent, warrant and covenant that:

1. You have the full right, power, and authority to enter into and fully perform this Agreement;
2. Before providing us or any end user any Content, you will have obtained the rights necessary for the exercise of all rights granted under this Agreement, and you will be solely responsible for and will pay any licensors or co-owners any royalties or other monies due to them related to such Content;
3. None of the following will violate any Law; require us to obtain any license, authorization, or other permission from any governmental agency or other third party; contain any defamatory material; or violate or infringe any intellectual property, proprietary, or other rights of any person or entity (including contractual rights, copyrights, trademarks, patents, trade dress, trade secret, common law rights, rights of publicity, or privacy, or moral rights): (i) the exercise of any rights granted under this Agreement; (ii) any materials (including advertising) embodied in the Content; (iii) the sale, distribution, or promotion of the Content as authorized in this Agreement; or (iv) any notices, instructions or advertising by you for or in connection with any Content;
4. Your Content may be imported to, exported from, and lawfully used in the United States, all countries in which we operate the Program, and all countries in which you’ve authorized sales to end users (without the need for us to obtain any license or clearance or take any other action) and your Content is in full compliance with all applicable Laws governing imports, exports, and use, including those applicable to software that incorporates or makes use of information security technology, including but not limited to encryption technology;
5. Your Content will not contain any viruses, spyware, “Trojan horses,” or other “malware” or harmful code, and will not cause injury to any person or damage to any property; and

6. You will include any attributions, copyright information and other notices, terms and conditions that may be required to be provided to end users based on your use of third party "open source" software or other third party intellectual property in any of your Content. You will also promptly make available to us, end users and any other third party that is entitled to it, the source code corresponding to any Content or portion thereof if and in the manner required by applicable third party terms and conditions (e.g., open source software licenses).
9. **Indemnity.** Each Party ("Indemnifying Party") will indemnify, defend and hold the other Party ("Indemnified Party") (including any respective officers, directors, employees, contractors and assigns) harmless from and against any loss, claim, liability, damage, action or cause of action (including reasonable attorneys' fees) that arises from any claim relating to any Content, the gross negligence or willful misconduct of the Indemnifying Party, or from any breach of the Indemnifying Party's representations, warranties or obligations set forth in this Agreement (individually, a "Claim," and collectively, the "Claims"). The Indemnifying Party will not consent to the entry of a judgment or settle a Claim without Indemnified Party's prior written consent, which may not be unreasonably withheld. Indemnifying Party will use counsel reasonably satisfactory to Indemnified Party to defend each Claim. If Indemnified Party reasonably determines that a Claim might adversely affect it, Indemnified Party may take control of the defense at its expense (and without limiting Indemnifying Party's indemnification obligations). Indemnifying Party's obligations under this Section 9 are independent of Indemnifying Party's other obligations under the Agreement.
10. **Publicity and Confidentiality.** You will: (a) protect and not disclose information made available by us that is identified as confidential or that reasonably should be considered confidential; (b) use this information only to fulfill your obligations under this Agreement; and (c) either destroy or return all such information to us promptly when the Agreement terminates (and, upon request, confirm such destruction in writing). Unless you have received our express written permission, you will not otherwise use any trademark, service mark, commercial symbol, or other proprietary right of ours, issue press releases or other publicity relating to us or this Agreement, or refer to us in promotional materials.
11. **Disclaimers and Limitations of Liability.** THE PROGRAM AND ANY PROGRAM MATERIALS ARE PROVIDED "AS IS." WE WILL IN NO EVENT BE LIABLE FOR ANY LOSS OF DATA OR CONTENT, LOSS OF PROFITS, COST OF COVER OR OTHER SPECIAL, INCIDENTAL, CONSEQUENTIAL, INDIRECT, EXEMPLARY OR RELIANCE DAMAGES ARISING FROM OR IN RELATION TO THIS AGREEMENT, OR FOR ANY EQUITABLE REMEDY OF DISGORGEMENT OR OTHERWISE, HOWEVER CAUSED AND REGARDLESS OF THEORY OF LIABILITY. IN NO EVENT WILL OUR LIABILITY HEREUNDER EXCEED THE AMOUNT OF ROYALTIES DUE AND PAYABLE TO DEVELOPER UNDER THIS AGREEMENT FOR THE TWELVE-MONTH PERIOD PRECEDING SUCH CLAIM. WE SPECIFICALLY DISCLAIM, WITH RESPECT TO ALL SERVICES, SOFTWARE, CONTENT OR PRODUCTS PROVIDED BY OR ON BEHALF OF US IN CONNECTION WITH THIS AGREEMENT OR THE PROGRAM OR PROGRAM MATERIALS, ALL WARRANTIES, EXPRESS, IMPLIED, OR STATUTORY, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. YOU ACKNOWLEDGE AND AGREE THAT WE CANNOT ENSURE THAT CONTENT SUBMITTED BY OR ON BEHALF OF YOU WILL BE PROTECTED FROM THEFT OR MISUSE, AND WE WILL HAVE NO LIABILITY ARISING FROM A FAILURE OF ANY SECURITY TECHNOLOGY OR PROCEDURE OR OF ANY END USER TO COMPLY WITH ANY TERMS OF USE REGARDING THE PROGRAM OR OTHERWISE.
12. **Agreement Changes.** We reserve the right to change the technical terms of this Agreement at any time in our discretion. We will give you notice of the changes by posting an updated version of this Agreement online or by emailing you at an email address you have provided.
13. **General.** This Agreement may not be amended except in writing signed by both parties or as provided in Section 12 above. If any provision of this Agreement is held invalid by a court with jurisdiction over the parties to this Agreement, such provision will be deemed to be restated to reflect as nearly as possible the original intentions of the parties in accordance with applicable law, and the remainder of this Agreement will remain in full force and effect. Each party will bear its own costs and expenses in performing this Agreement. Any parties' failure to enforce any provision of this Agreement will not constitute a waiver of rights to subsequently enforce the provision. No party

may assign any of rights or obligations under this Agreement, whether by operation of law or otherwise, without prior written consent from the other party, except that any party may assign all rights and obligations under this Agreement to any corporation or other entity without consent in connection with a merger or the sale of all or substantially all of your assets, as long as that party gives written notice of any such assignment no later than ten business days before such assignment. Subject to the foregoing limitation, this Agreement will be binding upon, inure to the benefit of and be enforceable by the parties and their respective successors and assigns. THIS AGREEMENT WILL BE GOVERNED BY THE LAWS OF THE COMMONWEALTH OF PENNSYLVANIA, WITHOUT REFERENCE TO RULES GOVERNING CHOICE OF LAWS OR THE U.N. CONVENTION ON CONTRACTS FOR THE INTERNATIONAL SALE OF GOODS. THE PARTIES HEREBY IRREVOCABLY CONSENT TO AND WAIVE ANY OBJECTION TO THE EXCLUSIVE JURISDICTION AND VENUE OF THE FEDERAL AND STATE COURTS LOCATED LANCASTER COUNTY, PENNSYLVANIA WITH RESPECT TO ANY CLAIMS, SUITS OR PROCEEDINGS ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY. This Agreement constitutes the entire agreement between the parties with respect to its subject matter, supersedes any and all prior or contemporaneous agreements between the parties with respect to its subject matter, and does not give any third party (except where specified) any rights or remedies hereunder. Any notice or other communication to be given hereunder will be in writing and given (i) by us via email, via a posting in the Program Policies, or via a message through your Program account, or (ii) by you via email to legal@connexion.health or to such other email or physical addresses as we may specify from time to time. The date of receipt will, in the case of email, be deemed the date on which such notice is transmitted.

Distribution Schedule

The terms of this Schedule apply if you submit any App for sale, distribution, or promotion through the Program.

1. Basic Terms.

- a. **Types of Apps.** Our Program supports the sale, distribution, and promotion of Apps for multiple platforms. A “**Connexion App**” is an App that is designed to operate within the ConnexionOS platform. A “**Mobile App**” is an App that is designed to operate on Android, iOS or another mobile operating system or in a mobile browser and is a companion to, or required prerequisite application for enabling the Connexion experience. An “**In-App Product**” is any revenue generating product or advertisement intended to be accessed, used, viewed, or purchased within a Connexion App (such as additional or enhanced functionality, in-app tools, data, subscriptions, media content, consumer product, or advertisements), but that is made available for sale through the Connexion App as a separate item. A “**Hard Good**” is a revenue generating physical product. If you submit an App to us for sale, distribution, or promotion, you authorize us to sell, distribute, and promote that App and related Content as provided in this Schedule, including through the “**Connexion Store**” or any other web page real estate, online point of presence, application, mobile interface, service, or user interface that allows for the discovery, download or purchase of Apps from us.
- b. **Royalty.** For each sale of an App, you will provide to us a royalty (“**Royalty**”) calculated as follows (where List Price is defined in and subject to Section 5a of this Schedule):

App/Product Type	Royalty
Connexion Apps	30% of List Price

App/Product Type	Royalty
In-App Products	30% of List Price
Mobile Apps	30% of List Price
Hard Goods (e.g. goggles)	30% of List Price

- c. **Royalty Payment.** If Connexion is the point of sale and processes the transaction, then Connexion shall retain the Royalty and remit the balance to You. If You are the point of sale and processes the transaction, then You will remit the Royalty to Connexion.
- d. **Free Apps.** No Royalty is payable for Apps with a **List Price** of \$0.00 (“freemium”, “freeware”, etc.), known as “**Free Apps**”. Free Apps distributed through the **Program** will require a payment to us of \$1000/month while available from the **Connexion Store** promoted via the **Program**.

2. **Submission of Apps and Information.**

- a. **Submission of Apps.** You may choose to submit to us any Apps that meet the requirements of the Agreement. While an App is available for distribution, you will submit any bug fixes, patches, and other updates to the Apps, together with any related Required Product Information (defined in Section 2b), as soon as they are available. You will ensure that all of your Content complies with this Agreement, including all Program Policies. For any Content that requires a license key or other data element that an end user must use in order to use or access any feature of functionality of an App (a “**License Key**”), you will deliver License Keys to us upon request in a format we specify.
- b. **Product Information.** Together with delivery of each App, you will also provide the following information: App title, category, Developer name, publisher name (where applicable), List Price, product description, icon/image, and any other information related to the Apps that we require (together, “**Required Product Information**”). “**Product Information**” includes the Required Product Information and any other information and content related to your Content and/or to you, such as (a) all metadata, graphics, artwork, images, trademarks, trade names, logos and other descriptive or identifying information and materials associated with you or a particular App, (b) the excerpts created in accordance with Section 3b of this Schedule, and (c) any Developer’s EULA (defined in Section 4a of this Schedule). You are responsible for providing accurate Product Information, and will not make any false, inaccurate, or misleading claims or statements regarding any Content or otherwise mislead end users regarding any Content. If any Product Information is inaccurate or needs to be updated or modified, you will promptly provide us with corrections, updates, or modifications.

3. **Grants of Rights**

- a. **Distribution.** You hereby grant us the nonexclusive, irrevocable (subject to Sections 6 and 7 of this Schedule), royalty-free right to sell, distribute, and make available your Apps through the Program to end users in the Territory by all means of electronic distribution available now or in the future. You also hereby grant us the nonexclusive, irrevocable, royalty-free, worldwide rights to (i) use, evaluate and test your Content; (ii) reproduce and store your Apps in digital form on one or more computer facilities for the purpose of promoting, selling and distributing the Apps and in connection with the Program; (iii) modify and add to your Apps so that we can collect analytics relating to the Apps, evaluate and enforce our Program policies, and share aggregated information with you and others regarding the Program; and (iv) retain, after the Term, one or more electronic copies of each App and associated Content and allow access to and downloads and re-downloads of Apps by end users as provided in this Agreement. You acknowledge that we may allow end users who have purchased an App to download unlimited copies of that App. For avoidance of doubt, if end users download or access an App that is free of charge, that App will be deemed to be “purchased” by the end user for purposes of this Agreement.

- b. **Promotion.** You hereby grant us the nonexclusive, irrevocable, royalty-free, worldwide rights to use, reproduce, distribute, reformat, modify, create excerpts from, promote, advertise, transmit, and publicly display and perform in any and all digital and other formats (i) the Product Information for promotional purposes in connection with the Program (except that we will not use any trademarks you provide for purposes of us selling an App after the withdrawal of that App as described in Section 6 of this Schedule or after the Term) and (ii) your Apps and other Content in order to create limited promotional excerpts and in order to allow end users to try your Apps for a limited time without downloading or installing them.
 - c. **Additional Rights.** In addition, we may exercise any ancillary rights relating to your Content that are reasonably necessary to effect the intent of the grants of rights contained in this Agreement, such as the rights to encode and to publically perform. We may also sublicense our rights in Product Information under this Agreement to third parties operating the websites or online or mobile points of presence described in Section 1a of this Schedule. Nothing in this Agreement restricts us from exercising any right available to us under applicable law or any separate license.
 - d. **Reservations of Rights.** Subject to the rights granted in this Agreement and our ownership of the Program Materials, as between you and us, you retain all right, title and interest in and to Content that you submit to us. Subject to your rights in such Content, we retain all right, title and interest in and to the Program and all technology, content, information, services, trademarks and other intellectual property used in connection with it. Without limiting the foregoing, each of us recognizes that any uses of the other's (or its affiliates') brand features in connection with this Agreement, and goodwill associated with such uses, will inure solely to the party owning such brand features. If you provide suggestions, ideas, or other feedback to us about the Program, we will be free to exercise all rights in such feedback without restriction and without compensating you.
4. **Additional Distribution Terms**
- a. **EULA.** You may provide a EULA ("**Developer's EULA**") with any App if it complies with the requirements of, and is not inconsistent with, this Agreement. For any Mobile Apps you submit to the Program, you agree that the provisions of our customer terms of use for the Connexion Store that we designate as default end user license terms ("**Default EULA Terms**") will apply to end users' use of your Apps and associated Content. The Default EULA Terms will specify, among other things, that you are the licensor of the Apps and that we are not parties to your EULA. If there are any conflicts between the Default EULA Terms and Developer's EULA, then to the extent of such conflict the Default EULA Terms will control. We do not have any responsibility or liability related to compliance or non-compliance by you or any end user under a Developer's EULA or the Default EULA Terms.
 - b. **Deployment through Connexion Store.** Deployment of Apps is through the **Connexion Store**. You must submit your App to us for review. Once reviewed and approved your App is available for use.
 - c. **Authentication and Authorization.** Your App must use ConnexionOS provided authentication and authorization APIs as described in the **Program Materials** with said linked to your own App credentials through prescribed mechanisms only.
 - d. **Privacy and Security.** Your App must comply with Privacy and Security policies as defined in the **Program Materials** so that user identity, location, behaviors and information are safeguarded.
 - e. **Cloud Data Security and Encryption.** Your App must comply with security and encryption standards and practices defined in the **Program Materials** in order to assure user's sensitive data are not compromised.
 - f. **Embedded Advertising.** You will ensure that any advertising presented to end users of the Content complies with all requirements of this Agreement. For example, (i) your access to and use of information related to end users' use of embedded advertising must

comply with our privacy-related requirements; (ii) embedded advertising must comply with the Program Policies at the time such advertising is accessed by any end user; and (iii) embedded advertising must not contain any “spyware,” “malware” or harmful code and must not cause injury to any person or damage to any property. In addition, for Mobile Apps, you may not display advertising, marketing, or promotional messaging to end users through the device notification bar or any other device-level notification system.

- g. **Prohibited Actions.** You have not and will not submit any Content that contains any software or other materials that are subject to licenses or restrictions (e.g., open source software licenses) that, when combined with additional software or other materials (collectively “**additional items**”), would require us to disclose, license, distribute or otherwise make all or any part of such additional items available to anyone.
- h. **Support.** You will provide reasonable technical and product support for your Content as requested by end users or us or as described in our Program Policies. Your technical support will include levels of availability, response times and technical skills that are at least equivalent to those for the support you provide to end users of Similar Services. Without limiting the previous sentence, at a minimum you will respond within 24 hours to any support request that we identify as critical, and in all other cases within five business days of request from an end user or us. A “**Similar Service**” is any online service that makes digital products similar to those sold, distributed or promoted through the Program available to end users using a mode of distribution similar to those used by the Program, including any mobile or Internet-based application marketing, sales and distribution service.
- i. **For Mobile Apps Only – DRM; Usage Policy.** For your Mobile Apps, you may choose whether to enforce our DRM. If you decide not to enforce DRM for a Mobile App, that means our systems will not restrict end users who have purchased the Mobile App from downloading and/or making unlimited copies of the Mobile App. If you decide to enforce DRM for a Mobile App, that means you will allow end users who have purchased the Mobile App to download unlimited free copies of the Mobile App only to devices that are authenticated to their Connexion accounts or linked Application Developer account. You will not incorporate any digital rights management technologies into Mobile Apps, other than any digital rights management technologies that only restrict end users’ access to media content distributed through a Mobile App (and not access to, or use of, the Mobile App itself).
- j. **App Quality Assurance.** Your App must be put through a reasonable quality assurance process with adequate testing performed to eliminate defects and to assure an adequate level of quality before being submitted to us for review.
- k. **App Testing Service.** We *may* provide you access to services (“**App Testing Services**”) that allow you to invite end users you designate (“**Testers**”) to download or enable an App (such as a Connexion App or a Mobile App), or a version of an App, before you make it available to the general public (a “**Test App**”) at your discretion. Testers will not be charged, and we will not pay you a Royalty, for the purchase of Test Apps or any In-App Products made available in Test Apps. If, after distributing a Test App through an App Testing Service, you make a version of that Test App available to the general public (including through any Similar Service), (i) you will submit that App for distribution through the Program and (ii) we may give to each Tester, without charge and without paying you a Royalty, that App and any In-App Products the Tester purchased in the Test App (or alternate In-App Products of equal or lesser value). You are responsible for selecting all Testers and ensuring you have obtained any consents necessary to share the Testers’ contact information with us and for us to invite the Testers to participate in an App Testing Service. The cost of the all testing related services provided by us will be paid by you. Such services provided will be reasonable and necessary to maintain our agreement terms, with additional terms and fee schedule defined under a separate professional services agreement to be executed prior to App Testing Service commencement.

5. List Price; Royalty Payments and Reporting; Taxes

- a. **List Price.** The “**List Price**” for an App as provided through the **Connexion Store**, or the per-member per-month or walk-up (one time) fees.
 - b. **Payment Terms.** Subject to the terms of this paragraph, we will pay you any amounts due, less Royalties (i) for Apps (including Connexion App, Mobile App and In-App Products), approximately 30 days after the end of the calendar month in which the applicable sale is made. At the time of payment, we will make available to you a report detailing sales of Apps and corresponding Royalties. All payments will be made via check, Electronic Funds Transfer (“**EFT**”) or other methods we designate in the Program Policies, in the currency in which the Apps were sold or other payment currency as set forth in the Program Policies. If we pay you for a sale in a currency other than the currency in which the sale was made, we will convert the Royalties from the currency in which the sale was made to the payment currency at an exchange rate that we or our bank determine, which may include fees and charges for the conversion. We are entitled to accrue and withhold payments, without interest, until the total amounts due to you (net of any tax withholding or deduction, as further described below) exceed the minimum payment thresholds set forth in the Program Policies. Depending on the country where you are located, we may require you to provide us with information for a valid bank account in your name for receiving EFT payments and, if you do not provide that information, we may withhold payments, without interest, until you do so and/or pay you via check and deduct a payment processing fee. You may not maintain any action or proceeding against us with respect to any report or payment unless you commence that action or suit within 6 months after the date the report or payment was due. If we pay you a Royalty on a sale and later issue a refund or credit to the end user for such sale (or receive a chargeback related to the sale), we may offset the amount of the Royalty we previously paid you against future Royalties or other amounts that would otherwise be payable to you under this Agreement, or require you to remit that amount to us. We may also withhold and offset any sums you owe to us against amounts that are payable to you. If a third party asserts that you did not have all rights required to make available an App to us, if we determine that you may be in breach of this Agreement, or if we have other claims against you, we are entitled to hold all Royalties pending resolution of such issue. When this Agreement terminates, we may withhold all Royalties due for a period of three months from the date they would otherwise be payable, in order to ensure our ability to offset any end user refunds or other offsets to which we are entitled.
 - c. **Taxes.** Any Party selling Apps is responsible for collecting and remitting any taxes imposed on its sales of those Apps to end users. You are responsible for any income or other taxes due and payable resulting from any Connexion payments to you. Accordingly, unless otherwise stated, the amounts due to you hereunder are inclusive of any taxes that may apply to such payments. The Connexion maintains the right, however, to deduct or withhold any applicable taxes that we may be legally obligated to deduct or withhold from amounts due from Connexion, and the amounts due, as reduced by such deductions or withholdings, will constitute full payment to you. If you fulfill any of your Content to end users, and if any relevant taxing authority considers that Content to be taxable and your fulfillment of that Content to be a sale to us that is subject to any sales, use, value added or similar taxes (“Fulfillment Transaction Taxes”), Connexion may provide you with an exemption certificate or equivalent information acceptable to the relevant taxing authority, in which case you will not charge or collect the Fulfillment Transaction Taxes covered by such certificate. You will be solely liable for, and will indemnify and hold us and our affiliates harmless against, all Fulfillment Transaction Taxes, if any, and against all interest, penalties, costs and expenses (including attorney’s fees) related to any such Fulfillment Transaction Taxes. If any taxing authority assesses or claims any tax liability on or against us or our affiliates with respect to any Fulfillment Transaction Taxes, we or our affiliates will control the defense against such assessment or claim (without limiting your obligation to indemnify and hold us and our affiliates harmless pursuant to this Section 5c). You will provide Connexion with any forms, documents or other certifications as may be requested by Connexion to satisfy any information reporting or tax obligations with respect to this Agreement.
6. **App Availability; Withdrawal.** We may determine in our discretion to make any App available through our Program. We may stop any transaction, or take other actions as needed to restrict access to or availability of any Content that does not comply with this Agreement or that otherwise

might adversely affect end users. Any withdrawal of an App does not relieve you of responsibility to ensure the App complies with this Agreement or to perform other obligations under this Agreement. Subject to other terms of this Agreement, you may withdraw an App from further sale through our Program as of a specified date by giving us notice. We will use commercially reasonable efforts to stop selling the App within 10 business days after we receive such notice, and within 5 business days after such receipt in connection with a withdrawal request which you've designated as necessary because of an unexpected loss of (or third party claim related to) the rights required under this Agreement. You will immediately notify us if you unexpectedly lose such rights or become aware of a third party claim related to these rights. Any withdrawal by you will apply only to future end user purchases after the withdrawal date and not to purchases that have already occurred, unless we otherwise determine in our discretion.

7. **Termination; Survival.** If the Agreement is terminated, we will stop selling your Apps as of the date the termination takes effect. Also, unless we otherwise determine in our discretion, any termination or suspension of your participation in the Program will not affect further access, use, downloads or re-downloads of Apps by end users who have purchased the App before the termination or suspension takes effect. Sections 3 through 5 and 7 of this Schedule and any other provisions that, by their nature, are intended to survive, will survive any termination of the Agreement. All rights to Apps acquired by end users will survive termination.