ROGERS COUNTY CLERK
JAN 8 '26 PM4:00

NOTICE OF REGULAR MEETING

ROGERS COUNTY BOARD OF COUNTY COMMISSIONERS
ROGERS COUNTY, OKLAHOMA

PLACE: Rogers County Courthouse, 1st Floor - Commissioners Meeting Room
200 S. Lynn Riggs Blvd., Claremore, Oklahoma

DATE & TIME: Monday, January 12, 2026 at 9:00 am

AGENDA

CONSIDERATION, DISCUSSION AND POSSIBLE ACTION TO BE TAKEN ON THE FOLLOWING LISTED ITEMS ON THE AGENDA:

CALL TO ORDER

ROLL CALL TO ESTABLISH QUORUM

PLEDGE OF ALLEGIANCE

INVOCATION: Cathi Edwards

APPROVE/DISAPPROVE MINUTES: January 5, 2026 Regular Meeting

ANNOUNCEMENTS:

UNFINISHED BUSINESS:

BIDS: OPEN/AWARD

1. 2026-31 Commissary Items Rogers County Detention Facility – NOTE this item was tabled at the January 5, 2026 regular meeting for further review

NEW BUSINESS:

PLATS:

1. District 2
   Discussion and possible action on the request for a Preliminary Plat for The Coves at Stone Canyon Phase V, contingent on the approval of the Board of County Commissioners.
   CASE #2659
   APPLICANT: Kellogg Engineering
   LOCATION: NW of N. 177th E. Ave. and N. Patriot Drive Intersection, Owasso, OK 74055
   LEGAL DESCRIPTION: A TRACT OF LAND LOCATED IN THE SOUTHWEST QUARTER (SW/4) OF SECTION THIRTY FIVE (35) IN TOWNSHIP TWENTY ONE (21) NORTH AND RANGE FOURTEEN (14) EAST OF THE INDIAN BASE AND MERIDIAN (I.B.&M.), ACCORDING TO THE U.S. GOVERNMENT SURVEY, THEREOF; ROGERS COUNTY, STATE OF OKLAHOMA; BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE SE CORNER OF THE SW/4 S 88°46'38" W A DISTANCE OF 855.38 FEET TO THE POINT OF BEGINNING; THENCE S 88°46'38" W A DISTANCE OF 546.96 FEET; THENCE N 07°31'35" W A DISTANCE OF 16.03 FEET; THENCE N 07°06'37" W A DISTANCE OF 842.20 FEET; THENCE N 81°57'37' E A DISTANCE OF 420.54 FEET; THENCE S 23°48'40' E A DISTANCE OF 306.08 FEET; THENCE S 18°39'12' E A DISTANCE OF 333.70 FEET; THENCE S 01°13'29' E A DISTANCE OF 302.62 FEET TO THE POINT OF BEGINNING AND CONTAINING 10.68 ACRES, MORE OR LESS.
   Board voted to recommend approval 6-0

PLANNING/ZONING:

1. District 2
   Public hearing with discussion and possible action on the request for a ZONING CHANGE from AR (Agriculture-Residential) to RS-20 (Residential Single-Family Medium District). That the intended use of the property, after rezoning, is for a residential subdivision, contingent on the approval of the Board of County Commissioners. Note: This item was tabled at the December 2, 2025, regular meeting.
   CASE #2654
   APPLICANT: Joe Pace
   LOCATION: NE corner of E. 126th St. N. and N. 161st E. Ave. intersections, Collinsville, OK 74021
   LEGAL DESCRIPTION: A tract of land in the Southwest Quarter (SW/4) of Section Thirty-five (35) in Township Twenty-two (22) North and Range Fourteen (14) East of the Indian Base and Meridian

(1.B.&M.), according to the U.S. Government Survey, thereof, Rogers County, State of Oklahoma; being more particularly described as follows: BEGINNING at the SW corner of the SW/4 of Sec. 35, T-22-N, R-14-E, I.B.&M.; THENCE N 01°11'12"W along the west line of said SW/4 a distance of 1323.04 feet to the NW corner of the S/2 of said SW/4; THENCE N 88°54'38"E a distance of 2638.67 feet to the NE corner of said S/2 SW/4; THENCE S 01°13'27"E a distance of 1324.14 feet to the SE corner of said SW/4; THENCE S 88°56'03"W a distance of 2639.54 feet to the POINT OF BEGINNING, and containing 80.190 acres, more or less.

Board voted to recommend approval 6-0

2. District 1
   Public hearing with discussion and possible action on the request for a ZONING CHANGE from AR (Agriculture-Residential) and RS-10 (Residential Single-Family High-Medium Density District) to C-4 (Commercial Central Service District). That the intended use of the property, after rezoning, is for an electrical business, contingent on the approval of the Board of County Commissioners.
   CASE #2657
   APPLICANT: Joe Duvall
   LOCATION: 13665 E. Hwy 20, Claremore, OK 74017
   LEGAL DESCRIPTION: A TRACT OF LAND IN THE SW/4 SE/4 OF SECTION 10, TOWNSHIP 21 NORTH, RANGE 16 EAST OF THE I.B.&M DESCRIBED AS FOLLOWS: BEGIN AT A POINT 621 FEET WEST AND 75 NORTH OF THE SW CORNER OF THE SE/4 SE/4; THENCE S 89°07'52" W ALONG THE HIGHWAY ROW 250 FEET; THENCE N 348.48 FEET; THENCE N 89°07'52" E 250 FEET; THENCE SOUTH 348.48 FEET MORE OR LESS TO THE POINT OF BEGINNING.
   Board voted to recommend approval 6-0

UTILITY PERMITS:

1. District 1
   Bolt Fiber - To Cross and Parallel County Highway or Local Roads (See attached data sheet) on approximately 14.75 miles of roads in the NE portion of Rogers County, North of Chelsea, and further described as being in Sections 1, 2, 3, 7, 10, 12, 14, 15, 16, 17, and 18, Township 24N, Ranges 17E and 18E. Rogers County. U26-1
2. District 1
   Bolt Fiber - To Cross and Parallel County Highway or Local Roads (See attached Data Sheet) on approximately 7 miles of roads in the Howard and Bushyhead area SW of Chelsea and further described as being in Sections 2, 4, 8, 9, and 10, Township 23N, Range 17E, Rogers County. U26-2

SURPLUS/DISPOSAL OF COUNTY-OWNED EQUIPMENT:

RESOLUTION		Department	Item	Inventory #	Serial #	Purchase Date	Purchase Amount
Surplus	Disposal						
2026-123	2026-123(A)	District 2	2017 HP Z240 SFF Workstation w 24" Monitor	D2-218-0220	2UA714285V/CNC6440FN6	6/20/2017	$1,297.00
2026-124	2026-124(A)	District 2	Dell OptiPlex 24 7000 Series All-In-One	D2-218-0217	1BW7DH2	2/2/2017	$1,904.00

BIDS:

REVIEW/LET

1. 2026-33 Heavy-Duty Towing

OPEN/AWARD

1. 2026-26 HMHL HMCL Liquid Asphalt 3 Month 01-01-2026 - 03-31-2026 – District 3 award for secondary/contingent vendors

CASH FUND ESTIMATE OF NEEDS AND REQUEST FOR APPROPRIATIONS: December Collections

TRANSFER OF FUNDS:

1. From Use Tax Maintenance and Operations (1301-1-8020-2005) into Use Tax Sheriff Firing Range (1301-2-0400-4201) in the amount of $18,186.25 for construction of knee wall at the firing range as approved by Board of County Commissioners on January 5, 2026
2. From General Fund Visual Inspections Maintenance & Operations (0001-1-1700-2005) into General Fund Visual Inspections Rentals & Leases (0001-1-1700-2040) in the amount of $1,752.00 for payment Vision Government Solutions, Inc for Landmark CAMA support

BLANKET PURCHASE ORDERS:

1. Materials, Supplies, Parts, Groceries & Prescriptions

AGENDA ITEMS:

1. Monthly Report of Officers
2. Discussion/possible action regarding Potential Change Order #3 agreement between Rogers County and Lyle Building Group for the Facility Maintenance Expansion project (Burrows)

3. Discussion/possible action regarding Cooperative Agreement with Ken Robinson to enter private property to remove brush and shape ditches for water drainage on all sides of property, pursuant to OKLA. STAT. tit.69 § 643.1 (DeLozier).
4. Discussion/possible action regarding Kofile quote # Q-02926 in the amount of $99,110.80 for the digitization and implementation of QuikLink for commissioners' journals (Burrows)
5. Discussion/possible action to approve the following agreements/term of service/license agreements for the Rogers County mental health app development: (ADA Wagner)
    - Rogers County Mobile App – Terms Packet
    - Agreements and Guidelines for Apple Developers
    - App Review Guidelines
    - Instructions for Minimum Terms of Developer's, End-User License Agreement
    - Apple Developer Agreement
    - Apple Developer Program License Agreement
    - Xcode and Apple SDKs Agreement
    - Create and set up your app
    - Developer Policy Center
    - Developer Program Policy
    - Firebase Paid Services Terms of Service
    - Firestore Service Level Agreement (SLA)
    - Google Cloud Terms of Service
    - Google Maps Platform Service Specific Terms
    - Google Maps Platform Terms of Service
    - Play App Signing Terms of Service
    - Google Play Policies
    - Google Play Developer Distribution Agreement
    - Google Play's Data safety section
    - Google Terms of Service
    - Policies and attributions for Geocoding API
    - Sign and update agreements
    - Terms of Service for Firebase Services

PAYMENT OF PURCHASE ORDERS FROM ALL DEPARTMENTS: Resolution 2026-125

RECESS OR ADJOURNMENT:

(SEAL)

BOARD OF COUNTY COMMISSIONERS
ROGERS COUNTY, OKLAHOMA

By: _____
Jeanne M. Heidlage
Rogers County Clerk

Notice of said meeting was filed in the Office of the County Clerk on ***Thursday, January 8, 2026 @ 4:00 pm***
and posted in the display case near the front entrance to the courthouse and on the county website

ROGERS COUNTY BOARD OF COUNTY COMMISSIONERS
Monday, January 5, 2026 Regular Meeting

MINUTES

Chairman Hendrix called the meeting to order; Roll call – DeLozier-present, Hendrix-present, Burrows-present – quorum established and noted that the agenda was properly posted on Wednesday, December 31, 2025 at 2:00 pm

Dan DeLozier led the flag salute and Ron Burrows offered a prayer

DISCUSSION/POSSIBLE ACTION REGARDING APPOINTMENT OF CHAIRMAN AND VICE CHAIRMAN FOR 2026
Hendrix motioned to appoint Burrows as Chairman and DeLozier as Vice-Chairman, second DeLozier; Roll call – DeLozier-aye, Hendrix-aye, Burrows-aye – Motion carried

APPROVE/DISAPPROVE MINUTES: December 22, 2025 Regular Meeting
DeLozier motioned to approve, second Hendrix; Roll call – DeLozier-aye, Hendrix-aye, Burrows-aye – Motion carried

ANNOUNCEMENTS: None

UNFINISHED BUSINESS:

1. BIDS
   OPEN/AWARD
   2026-29 Knee Wall for Firearms Range Sheriff's Office – NOTE this item was tabled at the December 22, 2025 Regular meeting for further review

DeLozier motioned to award bid to low bidder, Mike Gibson Manufacturing in the amount of $18,186.24, second Hendrix; Roll call – DeLozier-aye, Hendrix-aye, Burrows-aye – Motion carried. Payment to be made from Use Tax fund

NEW BUSINESS: None

UTILITY PERMITS:

1. District 1
   Cox Communications - To Parallel County Highway or Local Road S. 4180 Rd. approximately 0.16 miles N of E. 450 Rd. and further described as: 846.1 feet N of the SE Corner of Section 23, Township 22N, Range 16E, Rogers County. U25-212

DeLozier motioned to approve, second Hendrix; Roll call – DeLozier-aye, Hendrix-aye, Burrows-aye – Motion carried

2. District 2
   Cox Communications - To Cross County Highway or Local Road N. 154th E. Ave. approximately 0.37 miles S of E. 146th St. N. and further described as: 3,013.6 feet SW of the NE Corner of Section 27, Township 22N, Range 14E, Rogers County. U25-213

Hendrix motioned to approve, second DeLozier; Roll call – DeLozier-aye, Hendrix-aye, Burrows-aye – Motion carried

3. District 1
   RWD #3 Rogers County - To Cross County Highway or Local Road E. 410 Rd. approximately 0.07 miles W of E. 410 Rd. & S. 4160 Rd. Junction and further described as: 360 feet W of the SE Corner of Section 33, Township 23N, Range 16E, Rogers County. U25-214

DeLozier motioned to approve, second Hendrix; Roll call – DeLozier-aye, Hendrix-aye, Burrows-aye – Motion carried

BIDS:

OPEN/AWARD

1. 2026-24A Re-Bid Road Salt 01/01/2026 – 06/30/2026

Purchasing Agent Samantha Sherman noted that 10 invitations to bid were sent out and 4 bids were received. Bids were opened and read.
DeLozier motioned to award to low bidder, Hutchinson Salt Company, second Hendrix; Roll call – DeLozier-aye, Hendrix-aye, Burrows-aye – Motion carried

2. 2026-31 Commissary Items Rogers County Detention Facility

Purchasing Agent Samantha Sherman noted that 14 invitations to bid were sent out and 3 bids were received. Bids were opened and read.

DeLozier motioned to table for one week, second Hendrix; Roll call – DeLozier-aye, Hendrix-aye, Burrows-aye – Motion carried

3. 2026-24 Road and Bridge Materials 6 Month 01/01/2026 – 06/30/2026 – clarification of award District 3

Burrows clarified that District 3 awarded the Graded Rip Rap bid to Anchor Stone for quality and location with the secondary/contingent award going to Greenhill Materials for quality and location.

Burrows motioned to approve, second DeLozier; Roll call – DeLozier-aye, Hendrix-aye, Burrows-aye – Motion carried

GRANTS:

1. Discussion/possible action regarding approval of a grant agreement between Rogers County and the U.S. Department of Transportation, Federal Highway Administration, for participation in the FY23 Safer Streets and Roads for All (SS4A) Program, including authorization to administer the grant and sign all future related documents (Hendrix)

DeLozier motioned to approve, second Hendrix; Roll call – DeLozier-aye, Hendrix-aye, Burrows-aye – Motion carried

2. Discussion/possible action regarding Resolution 2026-121 accepting 2025 Sheriff's Office Funding Grant in the amount of $300,000.00 from the Oklahoma Office of Attorney General for the purchase of new patrol vehicles and construction of a firearm range tower (Hendrix)

DeLozier motioned to approve, second Hendrix; Roll call – DeLozier-aye, Hendrix-aye, Burrows-aye – Motion carried

BLANKET PURCHASE ORDERS:

1. Materials, Supplies, Parts, Groceries & Prescriptions

DeLozier motioned to approve 9 Blanket Purchase Orders totaling $21,500.00, second Hendrix; Roll call – DeLozier-aye, Hendrix-aye, Burrows-aye – Motion carried

2. Orders Exceeding
    a. PO#26-03738 encumbered 12-1-25 in the amount of $250 to ImageFirst/ImageFIRST of Dallas, LLC – amount exceeded $19.02 – Health Department – Explanation letter attached

DeLozier motioned to approve, second Hendrix; Roll call – DeLozier-aye, Hendrix-aye, Burrows-aye – Motion carried

AGENDA ITEMS:

1. Discussion/possible action regarding Settlement Agreement between Rogers County and property owner(s) for acquisition of 2.87 acres of Permanent Right-of-Way and 0.07 acre of temporary Right-of-Way, as related to Southaven Phase II improvement Project No. 22498, of Parcel No. 18a & 18b, located at 9755 E. 510 Rd., Claremore, OK 74019 (Burrows)

Burrows motioned to approve, second DeLozier; Roll call – DeLozier-aye, Hendrix-aye, Burrows-aye – Motion carried

2. Discussion/possible action regarding Resolution 2026-117 authorizing the Rogers County Board of County Commissioners to submit an application to the Oklahoma Department of Transportation for use of Transportation Alternatives Program funds set forth by Infrastructure Investment and Jobs Act (IIJA) for the Justus Tiawah School District Sidewalk Project (Burrows)

Burrows motioned to approve, second DeLozier; Roll call – DeLozier-aye, Hendrix-aye, Burrows-aye – Motion carried

3. Discussion/possible action regarding Resolution 2026-119 authorizing the Rogers County Board of County Commissioners to submit an application to the Oklahoma Department of Transportation for use of Transportation Alternatives Program funds set forth by Infrastructure Investment and Jobs Act (IIJA) for the Verdigris Riverside Park Walking Trail project (Burrows)

Burrows motioned to approve, second DeLozier; Roll call – DeLozier-aye, Hendrix-aye, Burrows-aye – Motion carried

4. Discussion/possible action regarding Resolution 2026-118 to reimburse the General Fund Court Clerk Salaries account (0001-1-1400-1110) in the amount of $329.62 for September 2025 insurance premium refund (Clerk)

DeLozier motioned to approve, second Hendrix; Roll call – DeLozier-aye, Hendrix-aye, Burrows-aye – Motion carried

5. Discussion/possible action regarding Resolution 2026-120 setting filing and election dates and polling locations for the 2026 Rogers County Fair Board (Hendrix)

DeLozier motioned to approve, second Hendrix; Roll call – DeLozier-aye, Hendrix-aye, Burrows-aye – Motion carried

PAYMENT OF PURCHASE ORDERS FROM ALL DEPARTMENTS: Resolution 2026-116 & Resolution 2026-122
DeLozier motioned to approve, second Hendrix; Roll call – DeLozier-aye, Hendrix-aye, Burrows-aye – Motion carried

RECESS OR ADJOURNMENT:
DeLozier motioned to adjourn, second Hendrix; Roll call – DeLozier-aye, Hendrix-aye, Burrows-aye – Motion carried to adjourn at 9:34 am

Approved by the ROGERS COUNTY BOARD OF COUNTY COMMISSIONERS at the_____ REGULAR MEETING

BOARD OF COUNTY COMMISSIONERS
ROGERS COUNTY, OKLAHOMA

_____
Ron Burrows, Chairman

SEAL

_____
Dan DeLozier, Commissioner

_____
Steve Hendrix, Commissioner

_____
Jeanne M. Heidlage, Rogers County Clerk

Audio available at:

https://rogerscounty.org/coclerk/Minutes%20Archive/

BOARD OF COUNTY COMMISSIONERS
OF ROGERS COUNTY, OKLAHOMA
RESOLUTION
NUMBER: 2026-_____

WHEREAS, on January 12, 2026, upon receipt of the report and recommendation of approval of the *City of Claremore-Rogers County Metropolitan Area Planning Commission* by a vote of 6-0, the Board of County Commissioners heard the following described change of zoning on a property described as follows:

LEGAL DESCRIPTION: A tract of land in the Southwest Quarter (SW/4) of Section Thirty-five (35) in Township Twenty-two (22) North and Range Fourteen (14) East of the Indian Base and Meridian (1.B.&M.), according to the U.S. Government Survey, thereof, Rogers County, State of Oklahoma; being more particularly described as follows: BEGINNING at the SW corner of the SW/4 of Sec. 35, T-22-N, R-14-E, I.B.&M.; THENCE N 01°11'12"W along the west line of said SW/4 a distance of 1323.04 feet to the NW corner of the S/2 of said SW/4; THENCE N 88°54'38"E a distance of 2638.67 feet to the NE corner of said S/2 SW/4; THENCE S 01°13'27"E a distance of 1324.14 feet to the SE corner of said SW/4; THENCE S 88°56'03"W a distance of 2639.54 feet to the POINT OF BEGINNING, and containing 80.190 acres, more or less.

Address/Location:	NE corner of E. 126th St. N. and N. 161st E. Ave. intersection, Collinsville, OK 74021
PC Case #:	2654
Applicant:	Joe Pace
Owner:	SKL Development LLC
Present Zoning:	AR
Request:	RS-20

AND, WHEREAS, said Board of County Commissioners was legally and lawfully in session on January 12, 2026.

AND, WHEREAS, said Board of County Commissioners did hold a public hearing on the proposed change of zoning, examine the recommendations of said Planning Commission, and did read and consider the recommendations, together with evidence offered in support there, and from its examination of the record, and the recommendations of the Planning Commission to adopt the change of zoning, as set out above, should be approved unanimously.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF ROGERS COUNTY that the change of zoning and this Resolution shall go into full effect and be in full force immediately upon its passage and approval.

BE IT FURTHER RESOLVED that the *City of Claremore-Rogers County Metropolitan Area Planning Commission* be and hereby is directed to change and amend the official zoning maps of said Rogers, County, Oklahoma, to reflect the above change in zoning classification.

PASSED, APPROVED AND ADOPTED IN REGULAR SESSION THIS 12th DAY OF JANUARY 2026.

BOARD OF COUNTY COMMISSIONERS;
ROGERS COUNTY, OKLAHOMA

_____
RON BURROWS, CHAIRMAN

_____
DAN DELOZIER, VICE-CHAIRMAN

_____
STEVE HENDRIX, MEMBER

ATTEST:

_____
JEANNE M. HEIDLAGE, COUNTY CLERK

BOARD OF COUNTY COMMISSIONERS
OF ROGERS COUNTY, OKLAHOMA
RESOLUTION
NUMBER: 2026-_____

WHEREAS, on January 12, 2026, upon receipt of the report and recommendation of approval of the *City of Claremore-Rogers County Metropolitan Area Planning Commission* by a vote of 6-0, the Board of County Commissioners heard the following described change of zoning on a property described as follows:

LEGAL DESCRIPTION: A TRACT OF LAND IN THE SW/4 SE/4 OF SECTION 10, TOWNSHIP 21 NORTH, RANGE 16 EAST OF THE I.B.&M DESCRIBED AS FOLLOWS: BEGIN AT A POINT 621 FEET WEST AND 75 NORTH OF THE SW CORNER OF THE SE/4 SE/4; THENCE S 89°07'52" W ALONG THE HIGHWAY ROW 250 FEET; THENCE N 348.48 FEET; THENCE N 89°07'52" E 250 FEET; THENCE SOUTH 348.48 FEET MORE OR LESS TO THE POINT OF BEGINNING.

Address/Location:	13665 E. Hwy 20, Claremore, OK 74017
PC Case #:	2657
Applicant:	Joe Duvall
Owner:	Christopher Mark Swan
Present Zoning:	AR and RS-10
Request:	C-4

AND, WHEREAS, said Board of County Commissioners was legally and lawfully in session on January 12, 2026.

AND, WHEREAS, said Board of County Commissioners did hold a public hearing on the proposed change of zoning, examine the recommendations of said Planning Commission, and did read and consider the recommendations, together with evidence offered in support there, and from its examination of the record, and the recommendations of the Planning Commission to adopt the change of zoning, as set out above, should be approved unanimously.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF ROGERS COUNTY that the change of zoning and this Resolution shall go into full effect and be in full force immediately upon its passage and approval.

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PASSED, APPROVED AND ADOPTED IN REGULAR SESSION THIS 12th DAY OF JANUARY 2026.

BOARD OF COUNTY COMMISSIONERS;
ROGERS COUNTY, OKLAHOMA

_____
RON BURROWS, CHAIRMAN

_____
DAN DELOZIER, VICE-CHAIRMAN

_____
STEVE HENDRIX, MEMBER

ATTEST:

_____

JEANNE M. HEIDLAGE, COUNTY CLERK

Rogers County Planning Commission
200 S. Lynn Riggs Blvd
Claremore, OK 74017
Inspection Line: (918) 923-4497
Office: (918)923-4874 Fax:(918)923-4465
Web Site: www.rogerscounty.org/planning

Utility / Pipeline Permit

Permit Number: **U26-000001**
Permit Type: **Boring**

Issued On:

Commissioners District: District 1

In pursuance of the filing of the required application and plans and specifications by:

Applicant: Bolt Fiber

PERMISSION IS HERBY GRANTED TO:

The installation will be made in the following manner:
Boring
Size of the line:
Size of Casing
Wall Thickness:
Alloy/Material:
Contents:
Mfg. Test Pressure:
Working Pressure:
Max. Operating Pressure:

Location:

To Cross and Parallel County Highway or Local Roads (See attached data sheet) on approximately 14.75 miles of roads in the NE portion of Rogers County, North of Chelsea, and further described as being in Sections 1, 2, 3, 7, 10, 12, 14, 15, 16, 17, and 18, Township 24N, Ranges 17E and 18E. Rogers County.

Applicant is required to contact the Planning Commission office to schedule an inspection prior to installation of the utility to insure that the utility is being placed in the correct location. Applicant is required to schedule an inspection for all boring/trenching inspections to insure the correct depth is in place. Applicant is required to schedule a final inspection once work is complete to release all bonds. Applicant shall insure that all streets, driveways and or property entrances shall be restored to a useable condition by the end of the work day, every day prior to the completion of said work. One copy of the approved permit must be kept at the work site for inspection by the Planning Commission Director or his representatives. Applicant is to have an inspector or engineer present at all times during construction to insure that installation is made in accordance with plans and specifications approved by the County. No deviation from the approved plans and specifications will be made without the approval of the Planning Commission Director. Clearance above the traffic lanes at County highway or local roads at all pole line crossings should comply with applicable safety codes, and will not be less than 20 feet. Any deviation must be approved by the Planning Commission Director. The top of the conduit should be a minimum of 48 inches below sub-grade, but not less than 30 inches below the bottom of the ditches. The utility owner will be responsible for any damage resulting from deviation of the assigned corridor. All buried facilities should be placed at a minimum depth 30 inches, except for power, which should be placed at a minimum of 48 inches below the surface. Observation of all additional requirements indicated in the Utility / Pipeline Permit Application is required.

ROGERS COUNTY
OKLAHOMA

District #1

County Staff to Complete this Section

Permit Number: U25-1

Issued Date: _____

Fee Collected: 0.00

UTILITY / PIPELINE PERMIT APPLICATION

The Board of County Commissioners has deemed it necessary and in the public interest to establish policies, requirements, and fees for obtaining permits for the construction of utility lines pertaining to all utility companies, both public and private; oil companies; gas companies; pipe line companies; telephone companies; contractors; developers; engineers or any person, firm or corporation not specifically excluded by law, desiring to construct, install or locate a pipeline, utility line, cable or other facility within the boundaries of a public roadway/street or easement. Prior to constructing any pipeline, utility line, cable line, etc., a permit shall be secured from the Rogers County Office of the Planning Commission.

The following items are required:

- An appropriate scale drawing showing the location of proposed utility installations.
- "As-built" drawings with top of pipe or cable elevations or ground to line clearances shown every one hundred feet (100')
- An erosion control plan
- Applicable fees (Not applicable to political subdivisions and agencies of the State, public trusts, municipal owned utilities, or rural water districts)
  - Administration Fee: $100.00 (required for all applications)
  - Road Crossing: $150.00 Each (underground bore or overhead installation)
  - Parallel Installation: $0.30 per foot of occupied right-of-way
- Cash Bond in the Form of Cashier's Check (Not applicable to political subdivisions and agencies of the State, public trusts, municipal owned utilities, or rural water districts)
  - $500.00 for Crossing Gravel Rd
  - $1000.00 for Crossing Hard Surface Rd
  - $500.00 for Parallel Install One Mile or Less
  - $500.00 for Additional Parallel Install per Mile

Installation without first securing a permit, shall incur a fee of Two Thousand Five Hundred Dollars ($2,500.00) and no future permit shall be issued until all costs, damages and other requirements of these rules and regulations have been met to the satisfaction of the Rogers County Board of County Commissioners.

ROGERS COUNTY
UTILITY PERMIT

NRS/NRTC PERMIT CHNO-03

PERMIT No._____

This authority executed in the original and three copies this 19th day of Dec, 2025 by the Rogers County Planning Commission, acting for and on behalf of Rogers County, Hereinafter called the County, Witnessed:

That the County does by these presents, grant to:

Applicant: Ryan Lindsey on behalf of Bolt Fiber Attention: _____

Mailing Address: 27039 S 4440 Rd, Vinita, OK 74301

_____ City: _____ State: _____ Zip Code: _____

Telephone: 618-806-4227 E-mail: rlindsey@nrtc.coop

A permit to erect, construct and maintain a fiber optic cable line on existing poles along, upon or across the hereinafter said for the purpose of transporting, selling, and using broadband internet

and shown on the attached and further described as follows:

LOCATION:

To cross and parallel (Cross or Parallel) County Highway or Local Road all roads listed in data sheet Approximately _____ miles _____ (N.E.S.W.) of approximately 14.75 miles of roads in the NE corner of Rogers County, north of Chelsea (Nearest County Highway or Local Road Junction)

and further described as: _____ feet _____ (N.E.S.W.) of the _____ (NE, NW, SE, SW)

Corner of Section 1, 2, 3, 7, 10, 12, 14, 15, 16, 17, 18, Township 24N Range 17E, 18E

County Rogers Size of line _____ Size of casing _____

The installation will be made in the following manner:

Aerial strand and lash fiber optic cable installed on existing poles along and crossing county roads.
One section of underground can be found on permit details sheet 13

(Boring, pushing, overhead crossing, and other description)

All information requested on the form must be supplied. Drawings clearly illustrating work to be performed within the County maintained roadway right-of-way and all other utility facilities in the area of this permit should be provided with the permit application. A plan view will be sufficient, except where a crossing of this County maintained roadway is involved. Each roadway crossing must be represented by an actual profile and cross-section view, regardless of the type of facility being installed. The owner must self-certify that the facility is located in the corridor approved by the Planning Commission Director.

1. Work to be performed on County right-of-way must have the prior approval of the Planning Commission Director & Board of County Commissioners. The start date and completion date must be provided. Final inspection by the Rogers County Planning Commission will take place at the completion of the project to determine compliance with the approved permit. Under no circumstances will any work be done on County right-of-way until approval has been obtained. No work will be done on County right-of-way on Saturdays, Sundays, Holidays or after dark unless approved by the Planning Commission Director. The Planning Commission Director may require a pre-construction conference.

2. Public utilities or cable television systems shall completely repair or replace any damage, injury or other change to public roads or highways or rights-of-way of this state or any county or municipality which would inconvenience or endanger the public which are caused by the erection, placement, adjustment, construction or maintenance of any public utility or cable television system poles, wires, posts, conduits or other equipment. Okla. Stat. Ann. tit. 69, § 1401 (West)

3. One copy of the approved permit must be kept at the work site for inspection by the Planning Commission Director or his representatives. Applicant is to have an inspector or engineer present at all times during construction to insure that installation is made in accordance with plans and specifications approved by the County. No deviation from the approved plans and specifications will be made without the approval of the Planning Commission Director.

4. The applicant must agree to hold the County harmless for any damage or injury to persons or property caused by or resulting from the construction, maintenance, operation, or repair of his facilities on, under, or over the County right-of-way, and must further agree to reimburse the County for repair of any damage to County facilities caused by the construction, maintenance and/or operation of the facility.

5. No driveways, local roads, County roads, ditch liners, structures or surfaced areas will be cut unless approved by the Planning Commission Director and/or Board of County Commissioners.

6. All work on the County right-of-way is to be done in accordance with current ODOT "Standard Specification for Highway Construction". At the conclusion of such work, the right-of-way must be cleaned up and left in a presentable condition. Cleanup will include replacing any protective grass cover destroyed by trenching or the operation of any equipment, and correcting any other damage that may have been caused, as directed by the Planning Commission Director.

7. The applicant must furnish all flagmen, lights, barricades, and warning signs during the construction, maintenance, or repair of his facilities on the County's right-of-way, as required by County standards and "The Manual on Uniform Traffic Control Devices".

8. In some cases, the applicant must post a performance bond in an amount determined by the Planning Commission Director. Necessity for such bond will be determined by the Planning Commission Director and the bond will be held in his/her office until the right-of-way is in a presentable condition.

9. When notified to do so by the County, the applicant agrees to make all changes in the facilities on County right-of-way within the County's established time period at the applicant's own expense, unless otherwise provided by law or order of the County.

10. **Clearance above the traffic lanes at County highway or local roads at all pole line crossings should comply with applicable safety codes, and will not be less than 20 feet.** All poles, posts, stubs, fixtures, down guys, wires, and other appurtenances must be kept in good repair at all times. Facilities located on the highway right-of-way outside the control of access limits must be kept free of weeds and brush within five feet of the installation. Parallel overhead lines on all highway right-of-way should be limited to single pole construction. All crossing should be as nearly perpendicular as possible. Any deviation must be approved by the Planning Commission Director.

11. All encased crossings should have casing from right-of-way line to right-of-way line and be sealed at both ends with an approved conduit seal (standard neoprene, rubber and comparable seals will be approved) and vented outside the right-of-way lines, unless otherwise approved by the Planning Commission Director. **The top of the conduit should be a minimum of 48 inches below sub-grade, but not less than 30 inches below the bottom of the ditches.** The casing must be designed to sustain roadway loadings, contain and divert from the roadway the contents of the carrier pipe, and have a life expectancy equal to or greater than the carrier pipe. The vents should be sized to allow proper release of carrier pipe contents in case of failure. The minimum pipe size for vents is 2 inch nominal, and the vent must extend a minimum of 36 inches above natural ground level. The owner must install identification markers at each right-of-way line directly above the facility. The markers may be attached to vents or to a right-of-way fence, and should be placed over parallel underground facilities at each change in direction and not more than 1000 foot intervals. The markers may be in the owner's standard design, but must identify the owner stating address and telephone number, size of facility, and must be at least 130 sq. inches in area. They must also be erected at a location plainly visible from within the County right-of-way.

All underground electric cable crossings must be placed in a conduit and be a minimum of 48 inches below the ditch flow lines. Conduit placed beneath a roadway may be steel, HDPE, Heavy Duty PVC or fiberglass if it is designed to withstand highway loading and is properly protected. Encasement for underground power lines, or similar facilities, should comply with the above, except for the installation of vents, and seals, and the ability to contain and divert. Methods for boring the roadway shall be the same as for any other bored crossing. Encasement for underground telephone lines is not required.

Steel pipelines crossing the right-of-way may be installed without encasement if the installation is in accordance with ODOT's "Special Provisions for the Installation of Underground Pipelines...." This Special Provision stipulates in part that carrier pipe material within the right-of-way must be superior to the carrier pipe material outside the right-of-way by being of steel at least one grade better and of the same wall thickness, or a minimum of one wall thickness greater and of the same alloy. Pipe must be 48 inches below the flow line of drainage ditches and all other highway drainage facilities, and must be properly protected from corrosion.

Facilities such as water and sanitary sewer lines, crossing the highway right-of-way may be approved without encasement, if cast or ductile iron, HDPE or material of equal design is used, with the understanding that maintenance in the event of failure will be performed in accordance with the AASHTO publication, "A Policy on the Accommodation of Utilities on Freeway Rights-of-Way" and, more specifically, service will not be rendered from through traffic lanes or ramps. If a replacement facility becomes necessary, replacement will be made by boring or punching under the roadway or by inserting replacement pipe through the existing pipe, or any other approved method that will prevent disturbance of the highway. AC, PVC, or equivalent material lines will not be permitted without the use of a steel or equivalent material, conduit. In any case, all conduit shall be sufficient to withstand roadway loadings.

All underground crossings must be installed by boring or punching or other approved methods. The method and equipment for the installation must be approved by the Planning Commission Director. When boring beneath a roadway, water may be used provided the elevation is a minimum of 5 feet below the sub-grade. Sufficient water for lubricating the bit is acceptable; however, jetting or pressure flushing of the bore will not be permitted. The alignment of the bore is to be established by drilling a pilot hole before beginning the full size bore. When water is used, the annular space outside the conduit or carrier pipe is to have grout placed at a minimum of 10 PSI pressure, to insure against cavities beneath the roadbed. No digging or equipment will be permitted in center medians without special permission from the Planning Commission Director.

When pipe/conduit is placed, construction should be done by either jacking, dry boring, or tunneling. When boring in cohesion less materials, jacking, dry boring, or tunneling shall be done in conjunction with the advancement of a conduit/pipe. When boring in Bentonite Clay or equivalent material, drilling mud shall be required at the ends of the bore for a minimum distance of 1-foot. A natural clay or concrete plug will be acceptable for other bores.

Time to complete a bore shall be kept within the limits of open boring or advancing a conduit that can be properly reamed and cleaned out within one working day. Under no circumstance shall muck or water be left standing inside the bore at the end of a working day, or due to a break-down of equipment of more than eight hours.

If considered necessary, pressure grouting of the voids will be required when the diameter of any bore exceeds the outside diameter of the pipe by 2 inches or more. No trenching will be allowed inside the control of access limits unless approved by the County. In the interest of safety, no trenching shall be performed or equipment parked within 30 feet of the edge of the traffic lanes. In unusual cases where trenching is necessary, a special plan with specifications will be developed by the owner with assistance from the Planning Commission Director, setting out the method for controlling the traffic, placement of the facility and proper restoration of the roadway. These specifications must be approved by the Planning Commission Director.

11. Parallel facilities outside the control of access, but inside the right-of-way, must be installed in the assigned corridor, as approved by the Planning Commission Director. **The utility owner will be responsible for any damage resulting from deviation of the assigned corridor. All buried facilities should be placed at a minimum depth 30 inches, except for power, which should be placed at a minimum of 48 inches below the surface.** All nonferrous lines must have an electrically conductive wire, with test points, or other means of locating the pipe while it is underground. The

ditch must be backfilled to a density equal to the adjacent soil, and a proper vegetative cover established on the area disturbed. **All parallel underground electric cables must be placed a minimum of 48 inches below the surface and marked at each point of change in direction.**

12. The applicant must agree to refrain from disturbing trees, shrubbery, or any part of the landscape without approval of the Planning Commission Director. If it becomes necessary to disturb trees or shrubbery, the applicant's intentions must be plainly stated in the application that will include size and kind of trees and shrubs, and disposition during installation.

13. The Utility agrees to comply with all applicable laws and regulations necessary to meet the Oklahoma Department of Environmental Quality (ODE) requirements for pollution prevention including discharges from storm water runoff on this project. Further, the Applicant agrees as stipulated in the Ode's *General Permit* to secure a storm water permit with the ODE, when required. It is agreed that the project plans and specifications, required schedules for accomplishing the temporary and permanent erosion control work, the storm water pollution prevention plan and the appropriate location map contained in the plans constitute the storm water management plan for the project previously described in the document. The Applicant agrees to have daily operational control of those activities at the site necessary to ensure compliance with plan requirements and permit conditions. The Applicant agrees to file jointly the Notice of Intent (NOI), when required, for a general construction Oklahoma Pollutant Discharge Elimination System (OPDES) permit with ODEQ that authorizes discharges of storm water associated with construction activity from the project site identified in this document.

14. The applicant must be familiar with the AASHTO Policy referred to above, particularly that portion which prohibits the installation or future maintenance of a utility facility from through traffic lanes or ramps.

15. **The applicant must agree to hold the County harmless for any and all damage that the utility facilities might sustain while occupying County right-of-way.**

16. Blasting will not be permitted within the County right-of-way except in unusual cases and only with special approval from the Planning Commission Director.

17. The applicant agrees to notify all owners who have facilities in the area encompassed by this permit. OKIE ONECALL [(800) 522-6543] and the Commissioner for the District will be notified 5 working days prior to the beginning of any work.

This permit may be revoked for noncompliance or failure to begin work within a one-year period of date of approval.

PIPELINES

Size _____

Alloy/Material: _____

Wall Thickness: _____

Contents: _____

Mfg. Test Pressure: _____

Working Pressure: _____

Max. Operating Pressure: _____

ELECTRIC

Voltage _____

Conductor Size: _____

Type of Structure; _____

Ruling Span _____

COMMUNICATIONS

Wires/Pairs/Strands 12, 24, 48 ct fibers

Gauge on 10m strand

Cable Type fiber optic

12/19/25

(President, Owner, or Authorized Agent - Signature) Date

Missy Richardson 1/2/2026

Planning Commission Director Date

Ryan Lindsey

Print Name

Joseph Terry (317) 418-0848

Local Contact Name and Phone Number

ATTEST:

Chairman of the Board of County Commissioners Date

County Clerk

Member of the Board of County Commissioners Date

(SEAL)

Member of the Board of County Commissioners Date

NRSI BOLT FIBER PERMIT CHNO-03 DATA SHEET

ROAD	CROSSING/PARALLEL	OH OR UG	LAT/LONG
S 4240	PARALLEL	OH	36.5774, -95.4537
S 4240	CROSSING	OH	36.5900, -95.4537
S 4250	CROSSING	OH	36.5682, -95.4358
S 4250	PARALLEL	OH	36.5682, -95.4358
E 320	PARALLEL	OH	36.5538, -95.4314
E 320	CROSSING	OH	36.5538, -95.4314
E 320	CROSSING	OH	36.5537, -95.4156
E 320	CROSSING	OH	36.5537, -95.4136
E 320	CROSSING	OH	36.5537, -95.4091
E 320	CROSSING	OH	36.5537, -95.3999
E 320	CROSSING	OH	36.5538, -95.3957
E 320	CROSSING	UG	36.5538, -95.3822
S 4280	PARALLEL	OH	36.5538, -95.3822
S 4280	CROSSING	OH	36.5610, -95.3821
S 4280	CROSSING	OH	36.5681, -95.3821
S 4280	CROSSING	OH	36.5740, -95.3821
S 4280	CROSSING	OH	36.5829, -95.3822
S 4280	CROSSING	OH	36.5881, -95.3821
S 4280	CROSSING	OH	36.5888, -95.3823
E 310	PARALLEL	OH	36.5681, -95.3821
E 310	CROSSING	OH	36.5689, -95.3776
E 310	CROSSING	OH	36.5681, -95.3641
E 310	CROSSING	OH	36.5681, -95.3546
S 4290	PARALLEL	OH	36.5588, -95.3640
S 4290	CROSSING	OH	36.5588, -95.3640
S 4290	CROSSING	OH	36.5726, -95.3641
S 4290	CROSSING	OH	36.5763, -95.3641
E 295	PARALLEL	OH	36.5894, -95.3642
E 295	CROSSING	OH	36.5894, -95.3642
E 295	CROSSING	OH	36.5934, -95.3531
E 295	CROSSING	OH	36.5910, -95.3419
S 4305	PARALLEL	OH	36.5977, -95.3374
E 290	PARALLEL	OH	36.5976, -95.3286
E 290	CROSSING	OH	36.5977, -95.3374

BOLT

A subsidiary of NOEC
A division of NRS

NRSI, DBA: BOLT Fiber Contact:

Mailing Address
P.O. Box 399, Vinita, OK 74301

Physical Address
27039 S 4440 Rd, Vinita, OK 74301
600 S Main St, Grove, OK 74344

Phone
Local: (918) 256-9350
Toll Free: (844) 256-BOLT

ROGERS COUNTY PERMIT

PERMIT: CHNO-03

DESCRIPTION:
PROPOSED AERIAL FIBER OPTIC CABLE PARALLEL AND CROSSING VARIOUS COUNTY ROADS NE OF CHELSEA

LOCATION:
CHELSEA, OK 74016
ROGERS COUNTY
(36.553794, -95.431436)

PERMITTING CONTACT:

RYAN LINDSEY
MANAGER, PERMITTING SERVICES
NRTC BROADBAND SOLUTIONS
rlindsey@nrtc.coop

nrtc
Member driven. Technology focused.
2121 COOPERATIVE WAY
HERNDON, VA 20171
Phone: (703) 787-0874
Web: www.nrtc.coop

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RELEASE / REVISION LOG

#	DATE	DESCRIPTION	DRN BY	APPR BY
R0	12/15/2025	INITIAL RELEASE TO PERMITTING AUTHORITY	VV	RML

VICINITY MAP



GENERAL NOTES

1. IMPORTANT NOTICE: CALL UNDERGROUND SERVICE ALERT, 811 THREE DAYS BEFORE YOU DIG.
2. CONTRACTOR SHALL BE RESPONSIBLE FOR POT HOLING/LOCATING OF ALL EXISTING UTILITIES THAT CROSS THE PROPOSED RUNNING LINE AND MUST MAINTAIN A 1' MIN. VERTICAL CLEARANCE.
3. CONTRACTOR SHALL MAKE EXPLORATION EXCAVATIONS AND LOCATE EXISTING FACILITIES SUFFICIENTLY AHEAD OF CONSTRUCTION.
4. IF ANY EXISTING SHRUBS, PLANTS, TREES, HARDSCAPE OR LANDSCAPE IS DAMAGED OR REMOVED DURING DEMOLITION OR CONSTRUCTION, IT SHALL BE REPAIRED AND/OR REPLACED IN KIND TO ITS ORIGINAL CONDITION.
5. OBSTRUCTIONS SUCH AS FENCES, MAILBOXES, METER BOXES, ETC. SHALL BE AVOIDED OR REMOVED. ANY REMOVED ITEMS SHALL BE REINSTALLED TO ORIGINAL OR BETTER CONDITION.
6. CONTRACTOR SHALL COMPLY WITH ALL REQUIREMENTS AS STATED BY THE VARIOUS PERMITS OBTAINED FOR THE PROJECT.
7. CONTRACTOR SHALL PROVIDE PROPER SIGNING, FLAGGING, AND BARRICADING.
8. ADEQUATE PEDESTRIAN AND VEHICLE ACCESS FOR INGRESS AND EGRESS FROM PROPERTIES NEAR CONSTRUCTION ZONE SHALL BE MAINTAINED AT ALL TIMES.
9. CONTRACTOR SHALL KEEP ALL TRAFFIC LANES, APPROACHES, AND INTERSECTIONS CLEAR FOR TRAFFIC DURING NON-WORKING HOURS.
10. CONTRACTOR SHALL NOT DISRUPT POSTAL SERVICE. ANY US POSTAL BOXES THAT MUST BE REMOVED /RELOCATED BY CONTRACTOR SHALL BE REINSTALLED THE SAME DAY. CONTRACTOR SHALL COORDINATE SUCH MOVES WITH PROPERTY OWNERS AND THE US POST OFFICE.
11. CONTRACTOR SHALL NOTIFY PROPERTY OWNERS AND/OR OCCUPANTS NO LESS THAN 24 HOURS PRIOR TO ANY DISRUPTION OF THEIR DRIVEWAYS. PAVED SURFACES DAMAGED BY CONSTRUCTION SHALL BE REPAIRED WITH SAME TYPE OF MATERIAL AS ORIGINALLY CONSTRUCTED WITHIN TWO WEEKS.
12. TRENCHES IN PAVED SURFACES SHALL BE SAW-CUT TO A FULL DEPTH.

ABBREVIATIONS

BHF	BURIED HANDHOLE FOR FIBER
DC	DRIVEWAY CLEARANCE
FE	FIELD ENTRANCE
MS	MIDSPAN
NU	NEUTRAL
OH	OVERHEAD
OHG	OVERHEAD GUY
HHM	HAND HOLE MOUNTED
POM	POLE MOUNTED
PC	PARKING LOT CLEARANCE
PE	PASTURE ENTRANCE
PED	PEDESTAL
RC	ROAD CLEARANCE
RRC	RAILROAD CLEARANCE
RRX	RAILROAD CROSSING
SUB	SUBSTATION
VMT	VAULT MOUNTED
UG	UNDERGROUND CONDUIT
U2	DOUBLE UG CONDUIT
U3	TRIPLE UG CONDUIT
U4	QUAD UG CONDUIT

LEGEND

EDGE OF PAVEMENT

RIGHT OF WAY

ROAD CENTERLINE

RAILROAD

COUNTY/STATE LINE

WATER

FENCE

FOLIAGE

123 OVERHEAD FIBER CABLE W/ SPAN FOOTAGE

123 UNDERGROUND FIBER CABLE W/ SPAN FOOTAGE

UTILITY POLE W/ DOWN GUY ANCHOR

UTILITY POLES W/ OVERHEAD GUY

UG FIBER CONDUIT - BORE

UG FIBER CONDUIT - PLOW

UG FIBER CONDUIT - TRENCH

UG UTILITY - OTHER

EXISTING UG UTILITY - WATER

EXISTING UG UTILITY - TELEPHONE

EXISTING UG UTILITY - GAS

EXISTING UG UTILITY - DRAIN/CULVERT

UTILITY POLE TYPES

EXISTING

PROPOSED

REPLACE

REMOVE

HANDHOLE

BORE PIT

PEDESTAL

EQUIPMENT / MISC. SYMBOLS

LOCATION PIN

BURIED MARKER

NORTH ARROW

PROFILE CALLOUT

SHEET NO

1

A

PROFILE LETTER

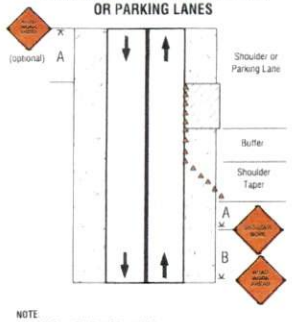
nrtc

Member driven. Technology focused.

2121 COOPERATIVE WAY, HERNDON, VA 20171

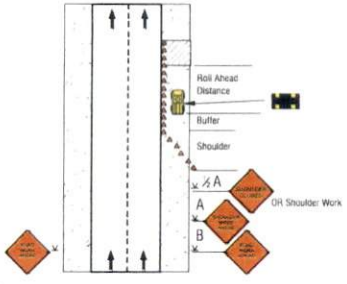
PROJECT NUMBER	NRSI DBA BOLT FIBER
PROJECT	CHNO-03
RELEASE	R0 - 12/15/2025
SHEET TITLE	**GENERAL NOTES AND LEGEND**

WORK ON PAVED SHOULDERS ≥8FT. OR PARKING LANES



NOTE
WORKERS or UTILITY WORK AHEAD signs may be used instead of the SHOULDER WORK or ROAD WORK AHEAD signs.

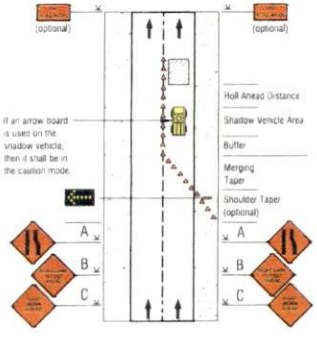
PAVED SHOULDER ≥8FT. CLOSED ON DIVIDED ROADWAY



NOTES:
1. SHOULDER CLOSED signs should be used on limited-access highways where there is no opportunity for disabled vehicles to pull off the traveled way.
2. UTILITY WORK AHEAD or WORKERS signs may be used instead of the ROAD WORK AHEAD sign.
3. Use of an arrow display is optional. If used, it shall be operated in the caution mode.
4. ≤ 40mph speed limit, shadow vehicle optional.

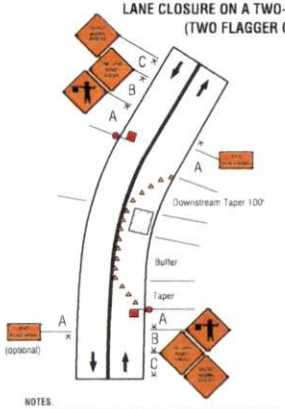
SHADOW VEHICLES CANNOT BE USED AS WORK VEHICLES

LANE CLOSURE ON A DIVIDED ROADWAY OR ONE WAY STREET



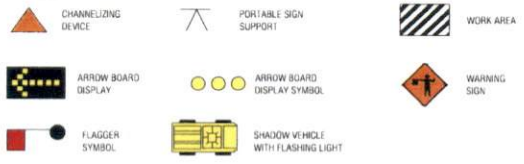
NOTES:
1. When a side road intersects the roadway within the work zone, additional devices shall be erected to channelize traffic to/from the side road, and a ROAD WORK AHEAD sign shall be placed on each side road approach.
2. On non-freeway multi-lane roads in urban areas, the sign spacing may be reduced.
3. ≤ 40mph speed limit, shadow vehicle optional.

LANE CLOSURE ON A TWO-LANE ROAD (TWO FLAGGER OPERATION)



NOTES:
1. The flagger or flaggers shall use approved flagging procedures according to the MUTCD.
2. If there is a side road intersection within the work area, additional traffic control such as flaggers and appropriate signage may be needed on the side road approaches.

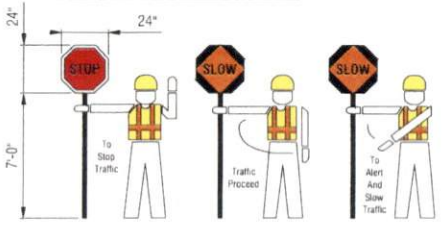
LEGEND



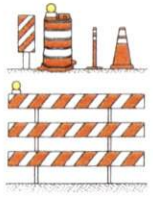
FLAGGER STANDARDS AND PROCEDURES

If flaggers are used they must be properly trained and equipped at all times.

Only 24" Diameter Stop/Slow paddles are allowed while flagging on State Right-Of-Way



ACCEPTABLE CHANNELIZING DEVICES



1. Stripes on barricade rails slope downward at an angle of 45 degrees toward the direction traffic is to pass.
2. Barricade rail stripe widths shall be 6 inches except where rail lengths are less than 36 inches. Then, 4 inch wide stripes may be used.
3. The sides of barricades facing traffic shall have retroreflective rail faces.
4. All channelizing devices shall meet AASHTO Manual for Assessing Safety Hardware (MASH) Requirements.

Spacing On Tapers:
The distance in feet equal to the speed limit in mph.
Spacing Alongside the Work Area:
The distance in feet equal to 2.0 times the speed limit in mph.
Spacing for Straight-a-Ways:
- 20 to 40 mph: 1 cone for every 40' (every skip)
- 40 to 55 mph: 1 cone for every 80' (every other skip)
- 60 mph & above: 1 cone for every 120' (every 3 skips)

SIGN SPACING (FEET)

	25 - 30 mph	35 - 40 mph	45 - 55 mph	Multilane Divided 50 mph or higher	Expressway/ Freeway
A	100	350	500	1000	1000
B	100	350	500	1600	1600
C	100	350	500	2640	2640

Distances shown are approximate. Sign spacing should be adjusted for curves, hills, intersections, driveways, etc., to improve sign visibility.

OPTIONAL SKIPS-BASED TAPERS (FOR A 12 FT WIDE CLOSURE)

	Speed (MPH)	Shoulder Tapers				Shifting Tapers				Merging Tapers			
		L	#S	CS	#C	L	#S	CS	#C	L	#S	CS	#C
Low Speed	20	80	2	20	5	80	2	20	5	160	4	20	9
	25	80	2	20	5	80	2	20	5	160	4	20	9
	30	80	2	20	5	120	3	20	7	200	5	20	11
	35	120	3	20	7	160	4	20	9	280	7	20	15
	40	120	3	40	4	160	4	40	5	320	8	40	9
High Speed	45	200	5	40	6	280	7	40	8	560	14	40	16
	50	200	5	40	6	320	8	40	9	600	15	40	17
	55	240	6	40	7	360	9	40	10	680	17	40	18
	60	240	6	60	5	360	9	60	7	720	18	60	13
	65	280	7	60	6	400	10	60	8	800	20	60	15
	70	280	7	80	6	440	11	80	9	840	21	80	15

2-Way & Downstream Tapers are always 100/2.5/20/7

L = Length (ft) | #S = Number of Skips | CS = Cone Spacing (ft) | #C = Number of Cones

GUIDELINES FOR BUFFER LENGTHS AND DISTANCE OF FLAGGER STATION IN ADVANCE OF THE WORKSPACE

Speed (MPH)	MUTCD Based Buffer Length (ft)	Optional Skips Based	
		Buffer Length (ft)	Number of Skips
20	115	120	3
25	155	160	4
30	200	200	5
35	250	280	7
40	305	320	8
45	360	360	9
50	425	440	11
55	495	520	13
60	570	600	15
65	645	680	17
70	730	760	19

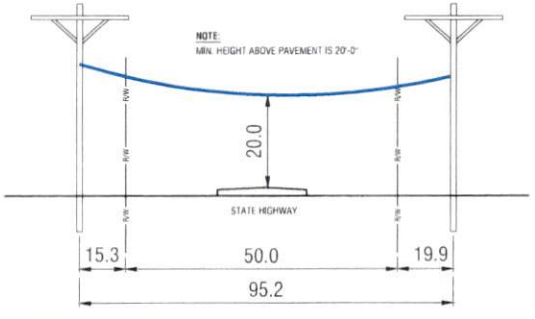
ROLL-AHEAD DISTANCES

Speed	Stationary	Mobile
≤ 45 mph	100 ft	150 ft
50 - 55 mph	150 ft	200 ft
60 - 65 mph	200 ft	225 ft
70 mph	225 ft	325 ft

PERMIT NOTE:
ALL TRAFFIC CONTROL SHALL BE IN ACCORDANCE WITH THE MOST CURRENT ADDITION OF PART 6 OF THE MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES (MUTCD).

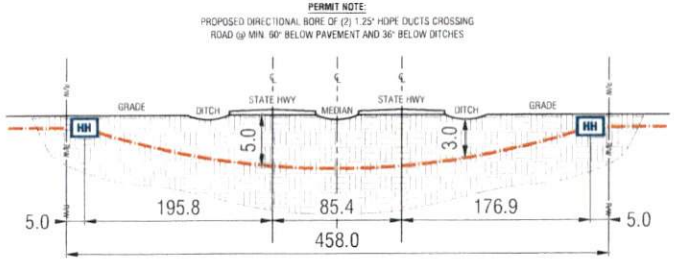
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RELEASE	NRSI DBA BOLT FIBER
DRAWING	CHNO-03
REVISION	R0 - 12/15/2025
SHEET TITLE	TRAFFIC CONTROL

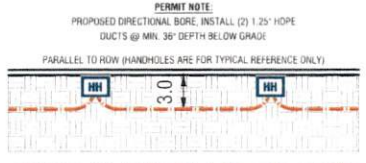


TYPICAL AERIAL HIGHWAY CROSSING

ALL LATERAL DIMENSIONS ARE FOR EXAMPLE ONLY



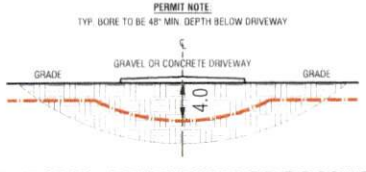
TYPICAL UNDERGROUND HIGHWAY CROSSING



TYPICAL PARALLEL TO ROW



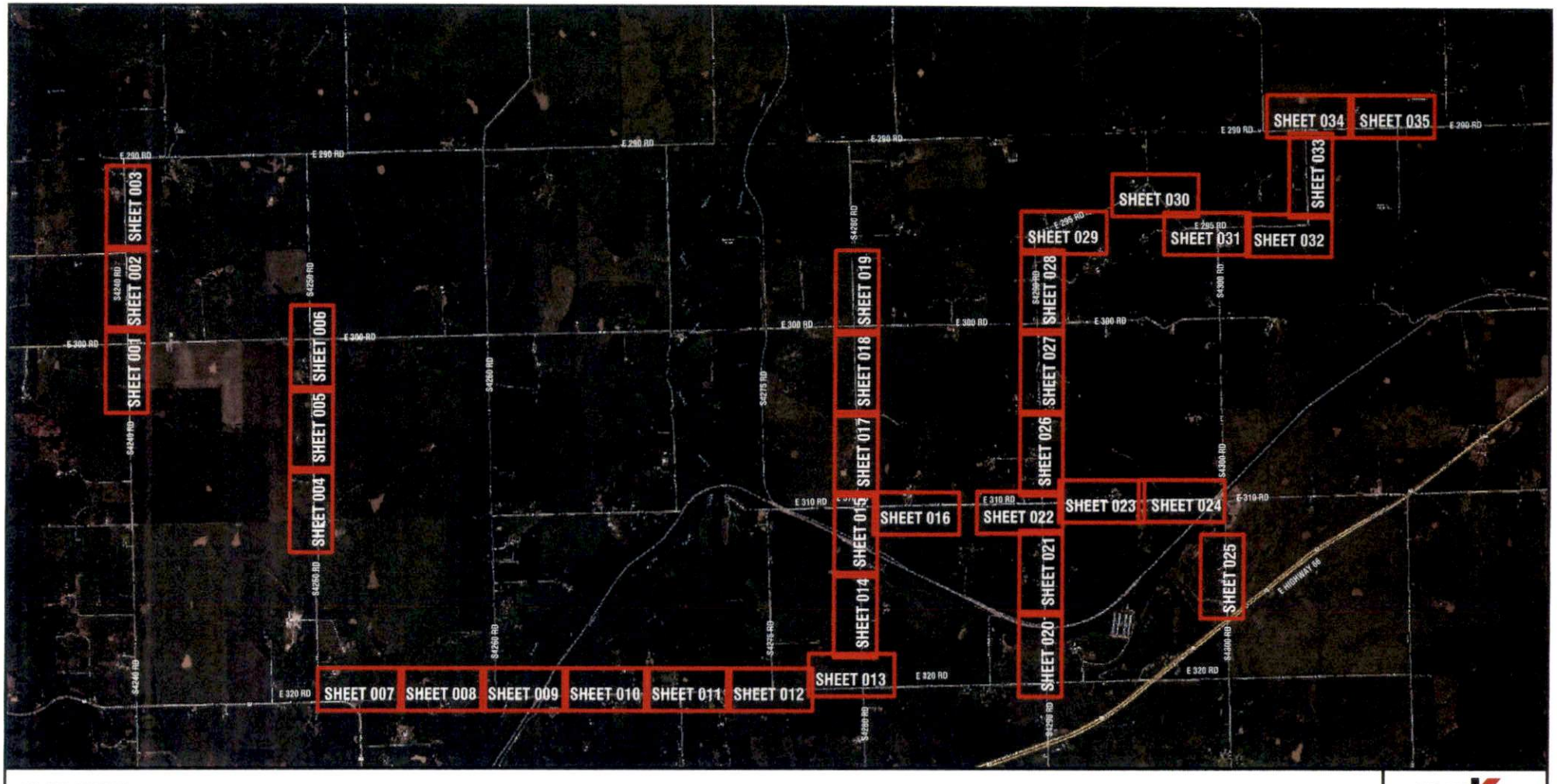
TYPICAL CULVERT CROSSING



TYPICAL DRIVEWAY CROSSING

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MEMBER	NRSI DBA BOLT FIBER
PERMIT	CHNO-03
RELEASE	R0 - 12/15/2025
SHEET TITLE	TYP. CROSSING PROFILES

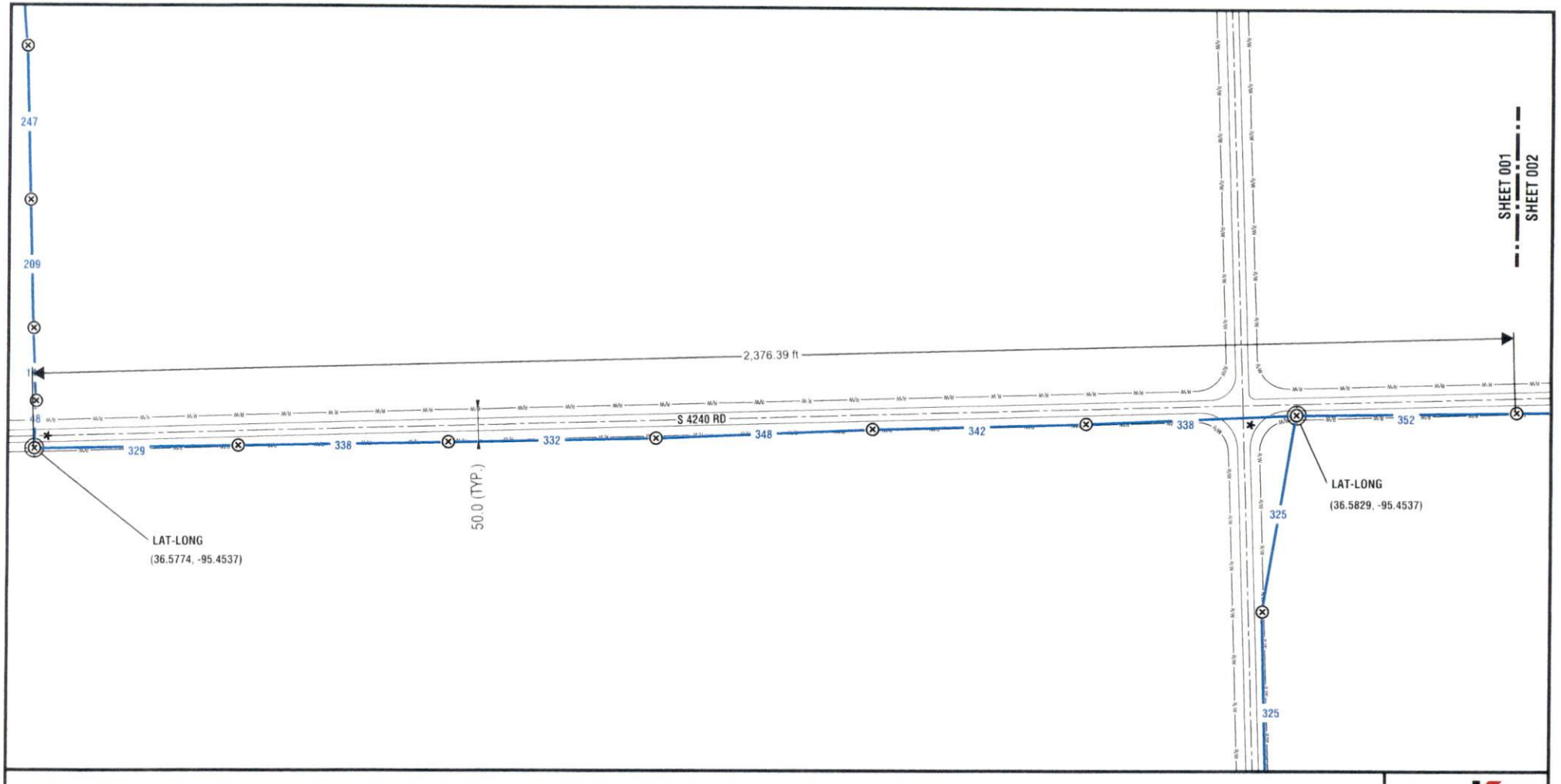


PLAN VIEW

GRAPHIC SCALE:
0 150

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PROJECT NETWORK	NRSI DBA BOLT FIBER
RELEASE	CHNO-03
SHEET TITLE	R0 - 12/15/2025
	VICINITY MAP



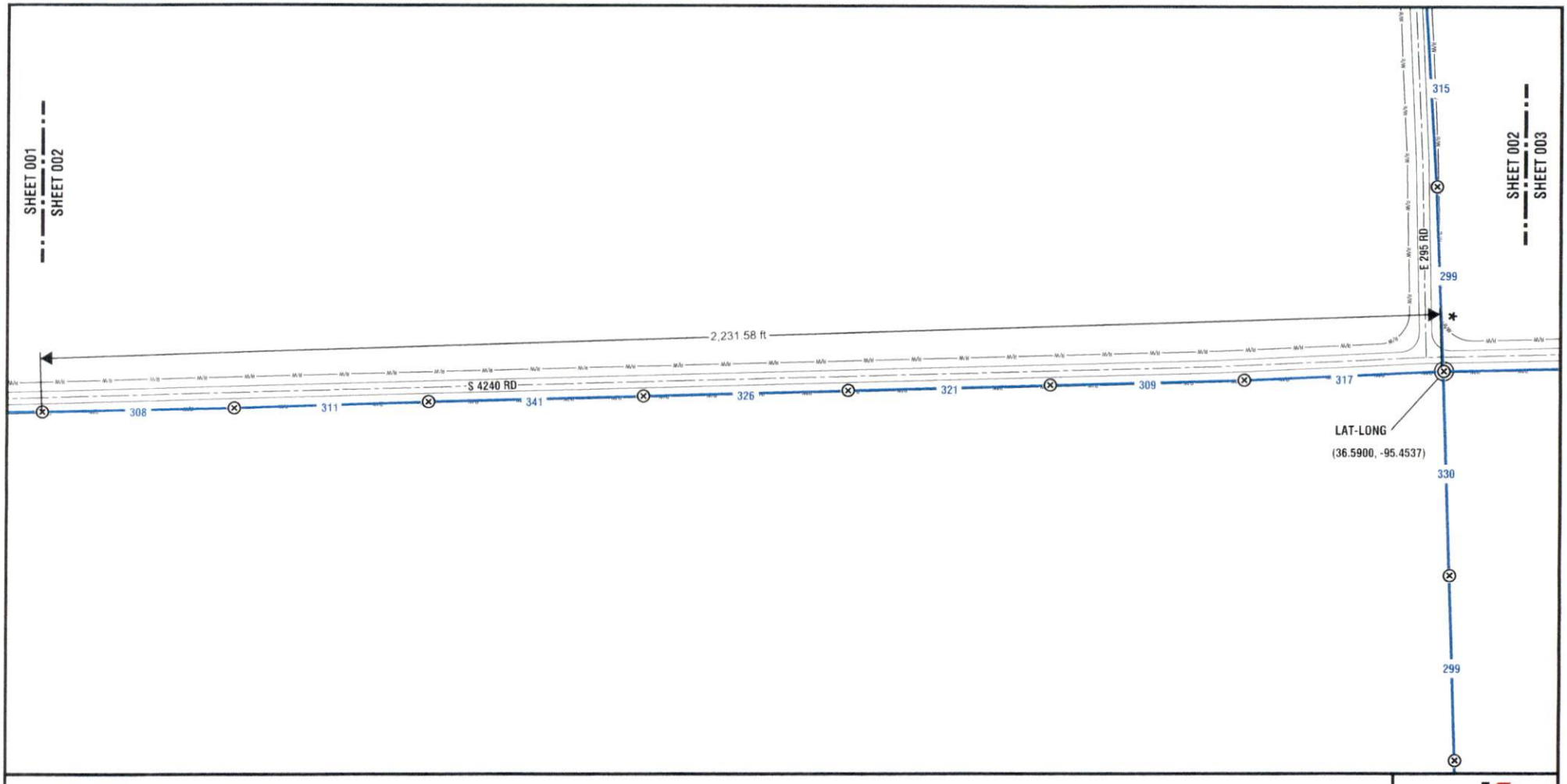
PLAN VIEW

GRAPHIC SCALE:
0 150

* **PERMIT NOTE:**
SEE "TYP. CROSSING PROFILES" SHEET FOR STANDARD CROSSING DETAIL AND CLEARANCE *

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OWNER	NRSI DBA BOLT FIBER
PROJECT	CHNO-03
RELEASE	R0 - 12/15/2025
SHEET TITLE	**PERMIT DETAILS SHEET 001**



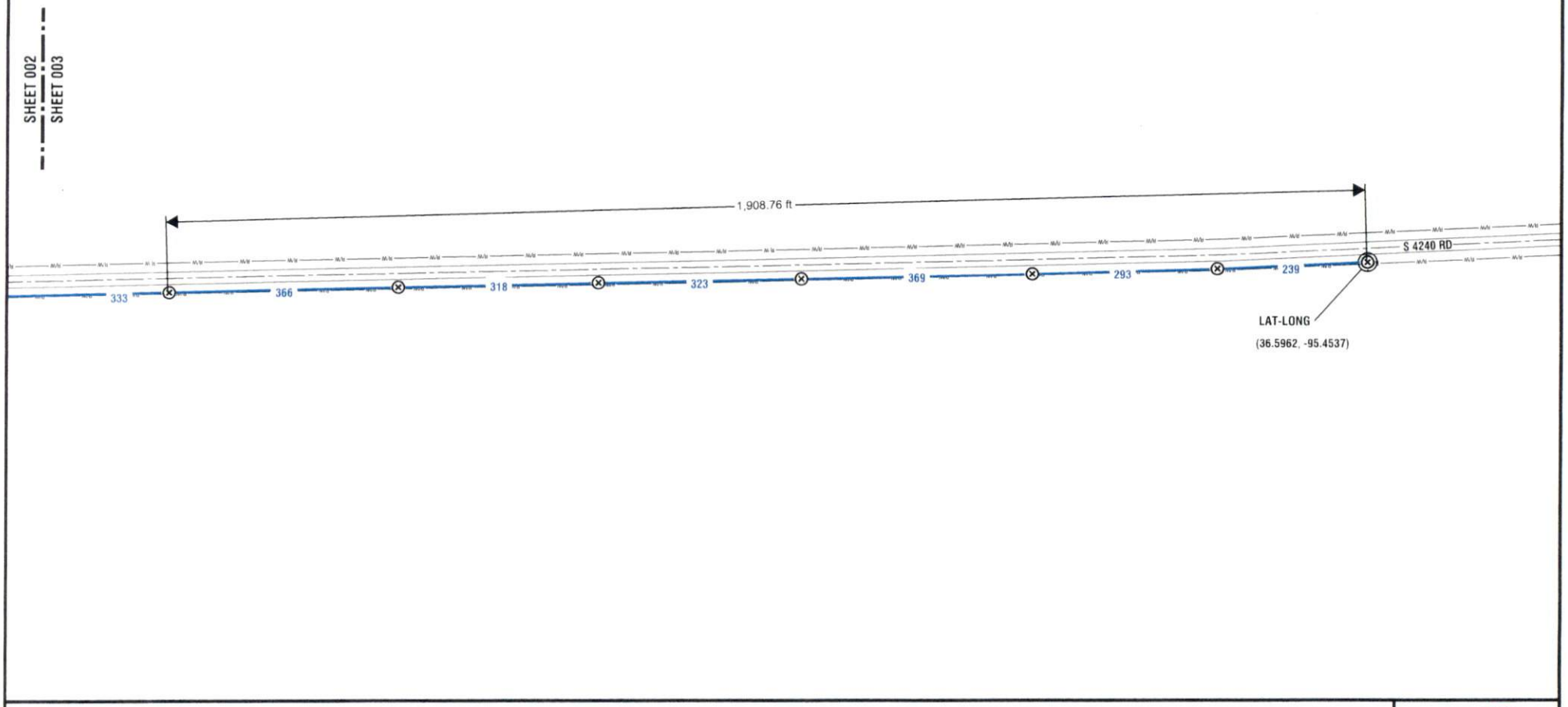
PLAN VIEW

GRAPHIC SCALE
0 150

* **PERMIT NOTE:**
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STANDARD CROSSING DETAIL AND CLEARANCE *

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MEMBER	NRSI DBA BOLT FIBER
PERMIT	CHNO-03
RELEASE	R0 - 12/15/2025
SHEET TITLE	**PERMIT DETAILS SHEET 002**

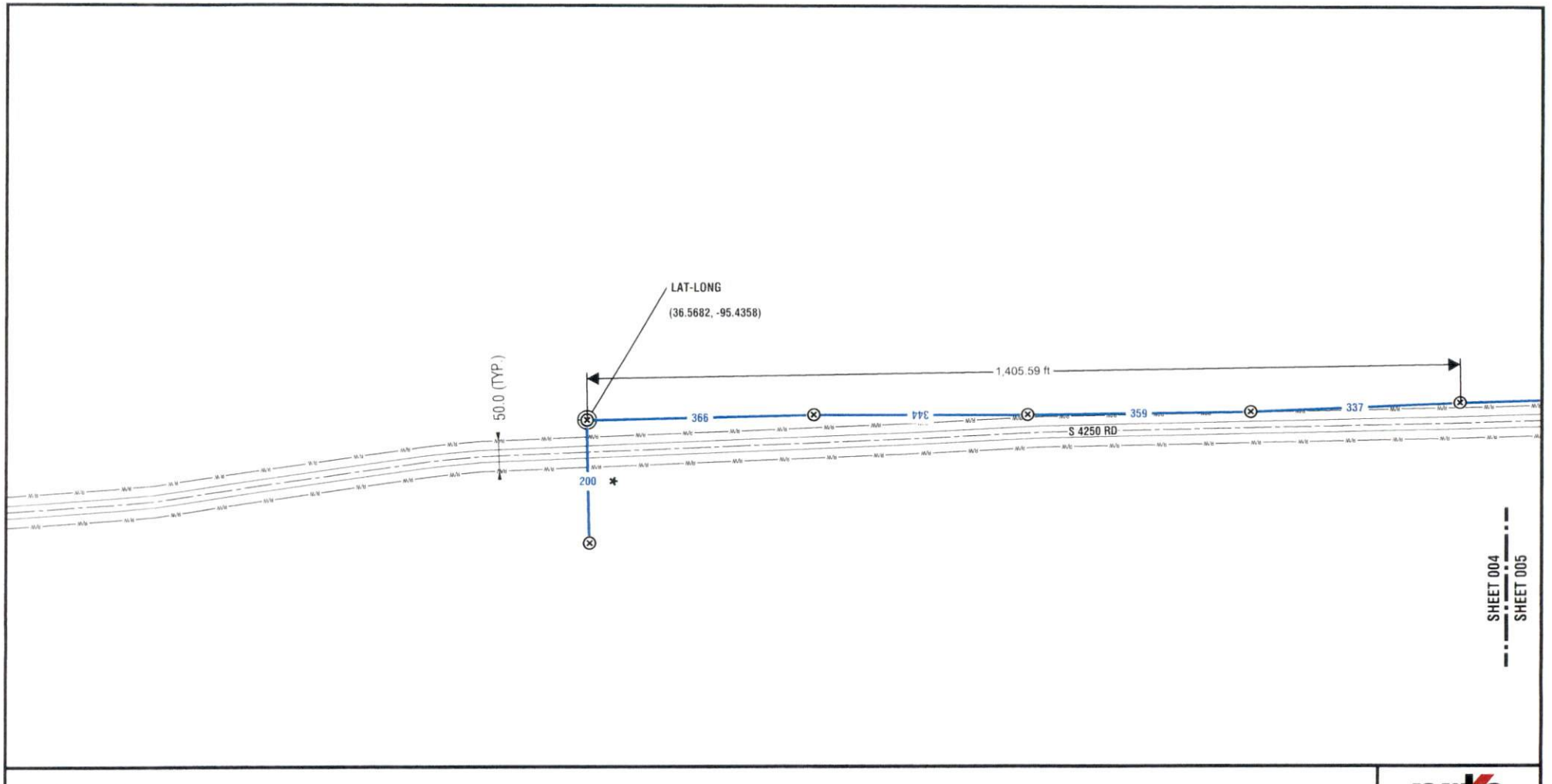


PLAN VIEW

GRAPHIC SCALE:
0 150

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PERMIT HOLDER	NRSI DBA BOLT FIBER
PROJECT	CHNO-03
RELEASE	R0 - 12/15/2025
SHEET TITLE	**PERMIT DETAILS SHEET 003**



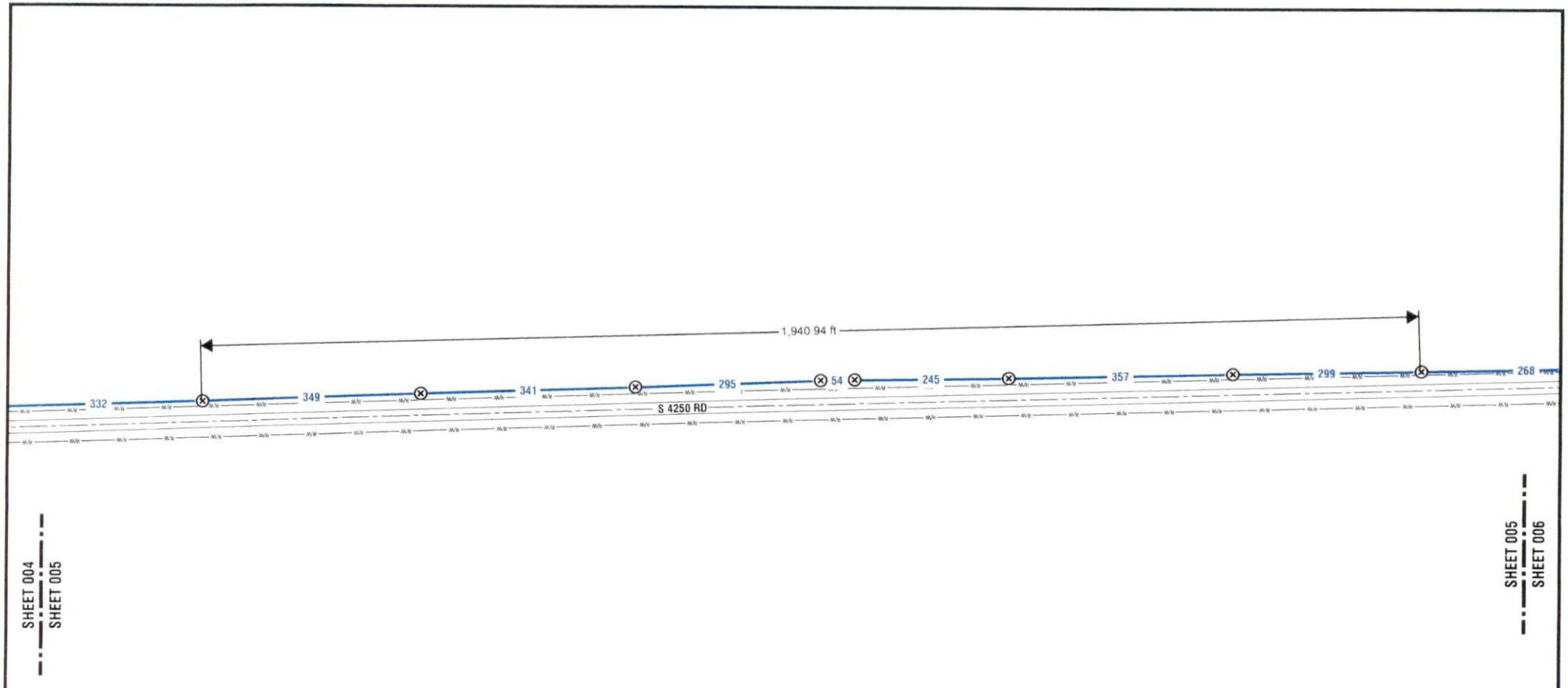
PLAN VIEW

GRAPHIC SCALE
0 150

* **PERMIT NOTE:**
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STANDARD CROSSING DETAIL AND CLEARANCE *

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NETWORK	NRSI DBA BOLT FIBER
PROJECT	CHNO-03
RELEASE	R0 - 12/15/2025
SHEET TITLE	**PERMIT DETAILS SHEET 004**

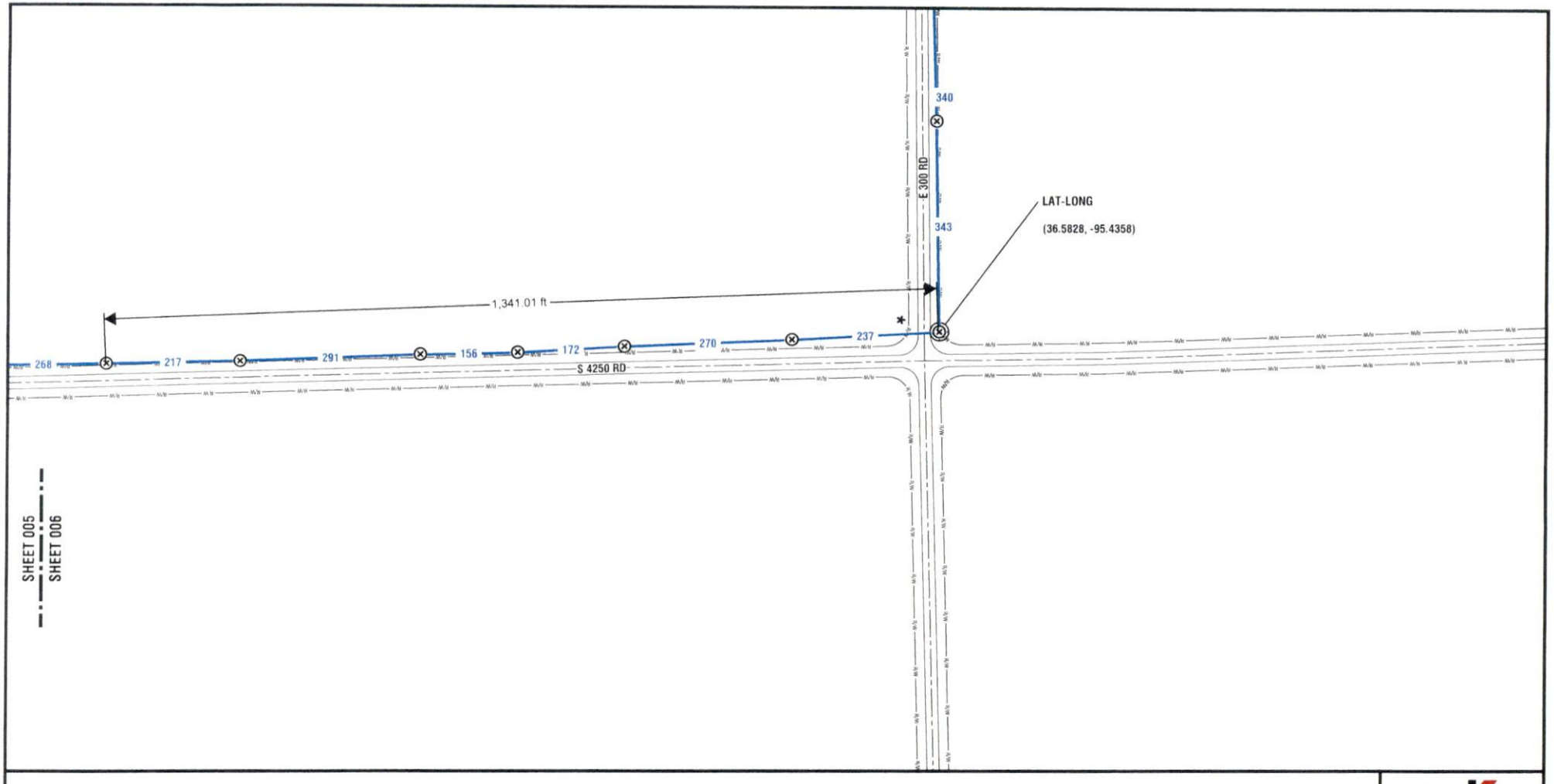


PLAN VIEW

GRAPHIC SCALE
0 150

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PROJECT NUMBER	NRSI DBA BOLT FIBER
PROJECT FORMAT	CHNO-03
RELEASE	R0 - 12/15/2025
SHEET TITLE	**PERMIT DETAILS SHEET 005**



PLAN VIEW

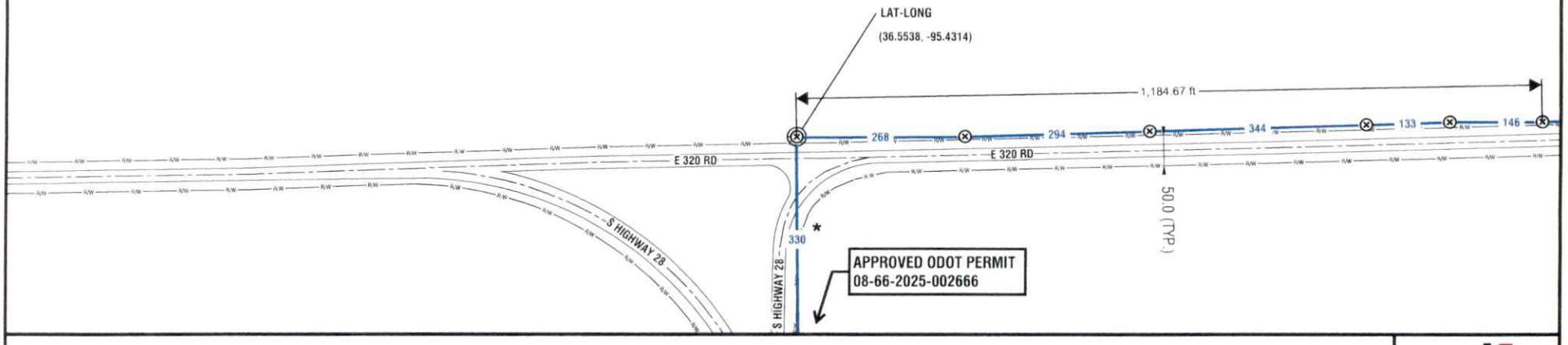
GRAPHIC SCALE
0 150

* **PERMIT NOTE:**
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NETWORK	NRSI DBA BOLT FIBER
PROJECT	CHNO-03
RELEASE	R0 - 12/15/2025
SHEET TITLE	**PERMIT DETAILS SHEET 006**

SHEET 007
SHEET 008



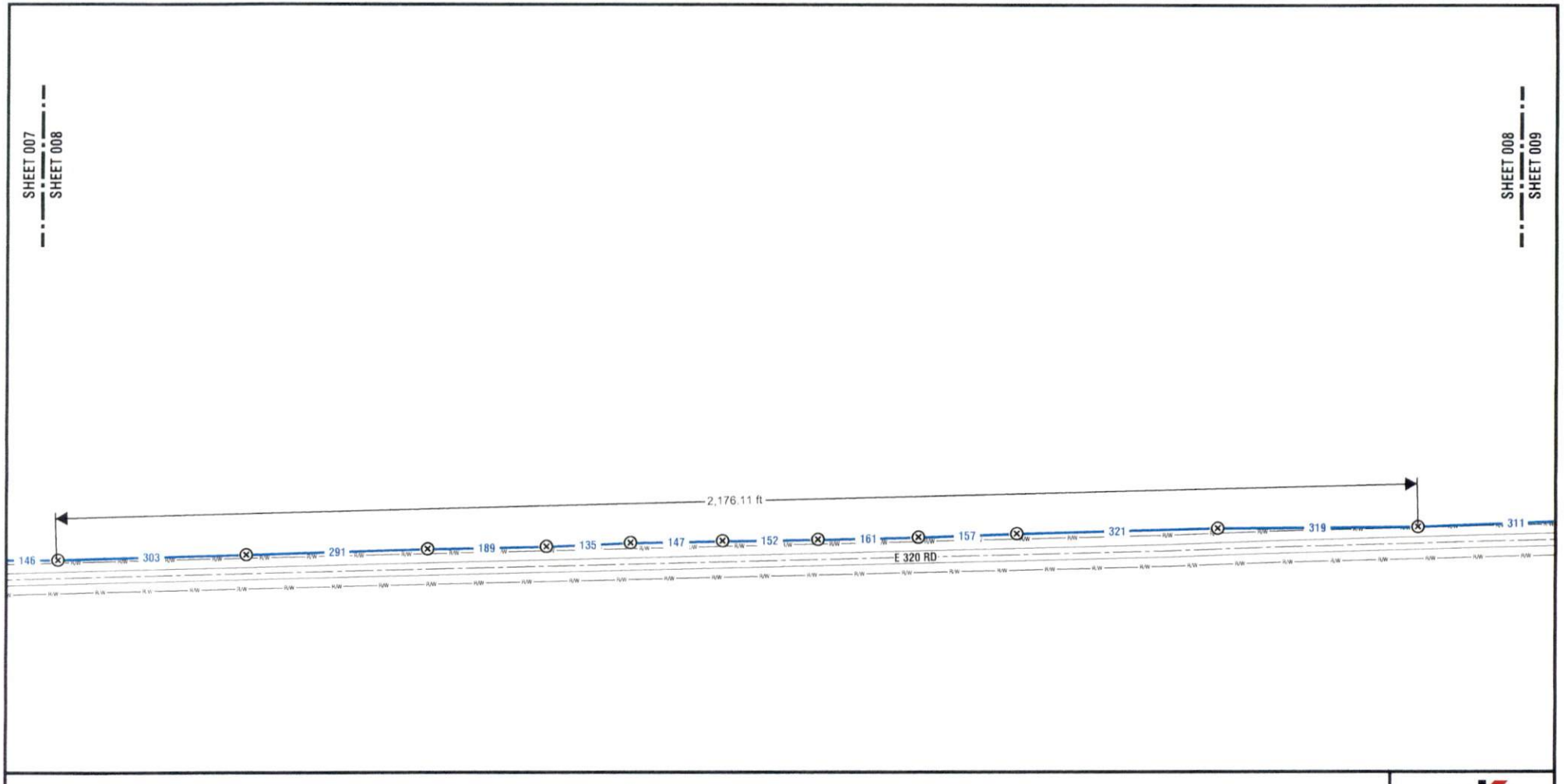
PLAN VIEW

GRAPHIC SCALE
0 150

* PERMIT NOTE:
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PERMIT NUMBER	NRSI DBA BOLT FIBER
PROJECT	CHNO-03
	R0 - 12/15/2025
SHEET TITLE	**PERMIT DETAILS SHEET 007**

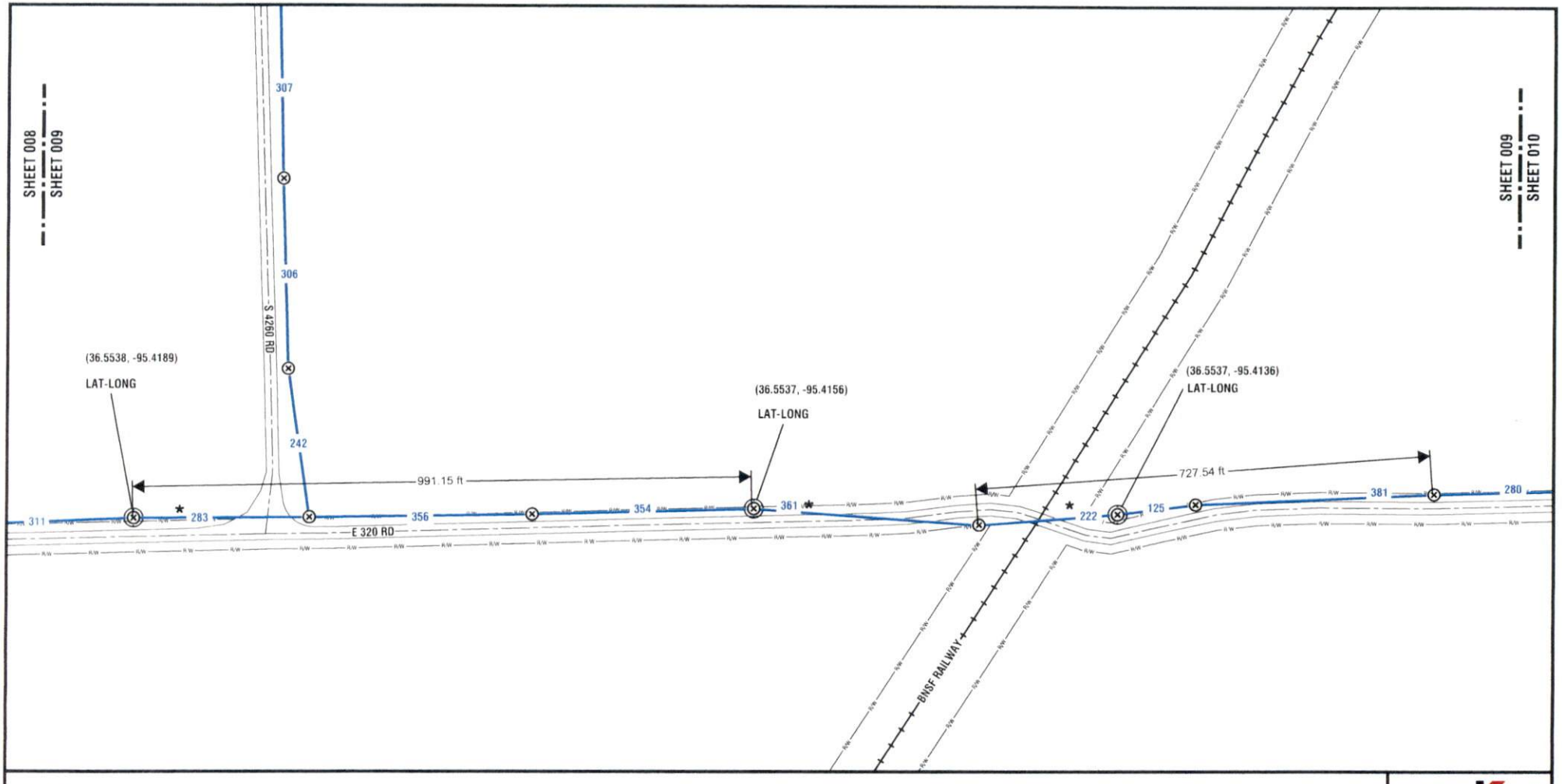


PLAN VIEW

GRAPHIC SCALE
0 150

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PROJECT NUMBER	NRSI DBA BOLT FIBER
PROJECT	CHNO-03
RELEASE	R0 - 12/15/2025
SHEET TITLE	**PERMIT DETAILS SHEET 008**



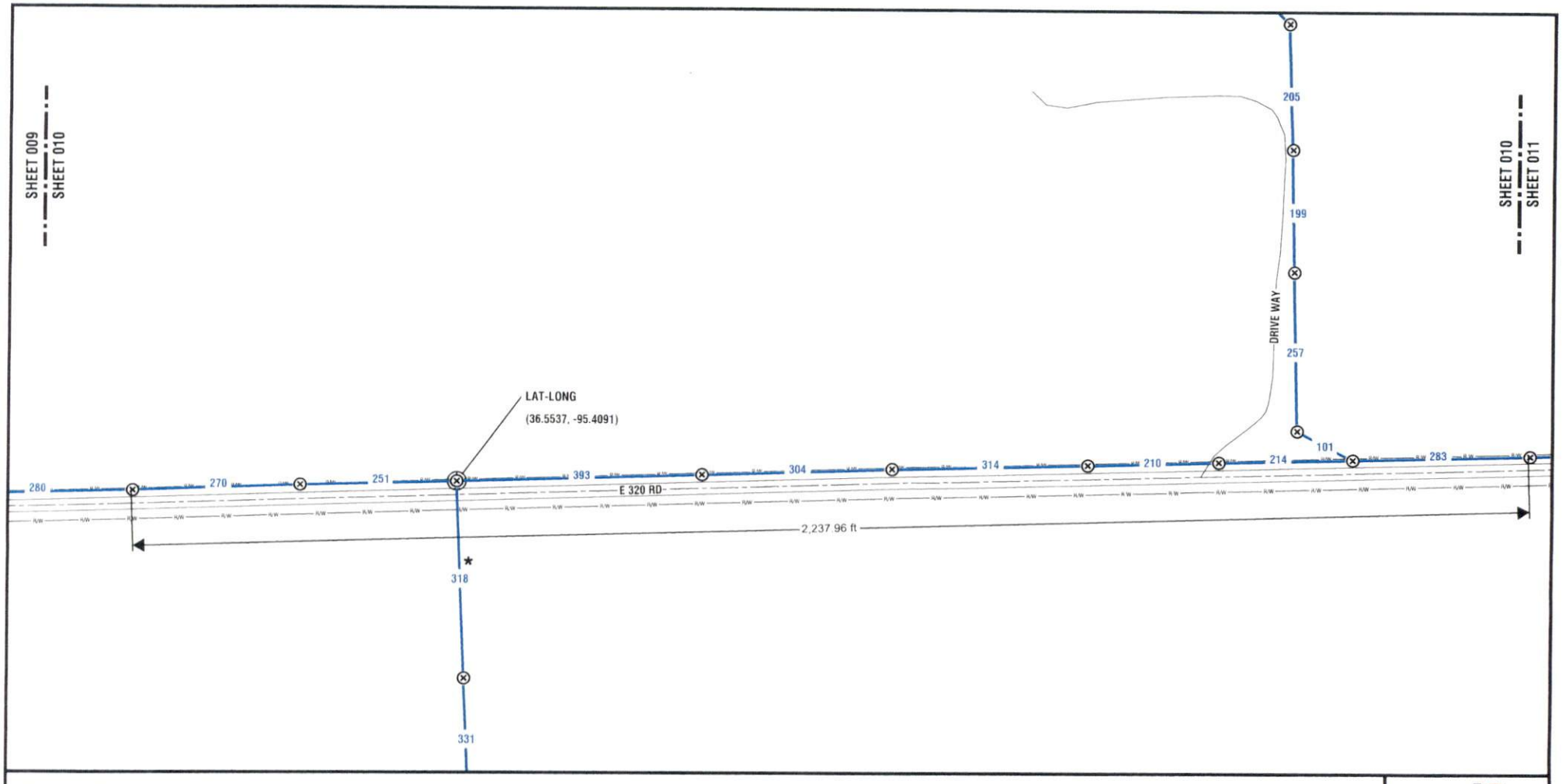
PLAN VIEW

GRAPHIC SCALE
0 150

* **PERMIT NOTE:**
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MEMBER	NRSI DBA BOLT FIBER
PROJECT	CHNO-03
RELEASE	R0 - 12/15/2025
SHEET TITLE	**PERMIT DETAILS SHEET 009**



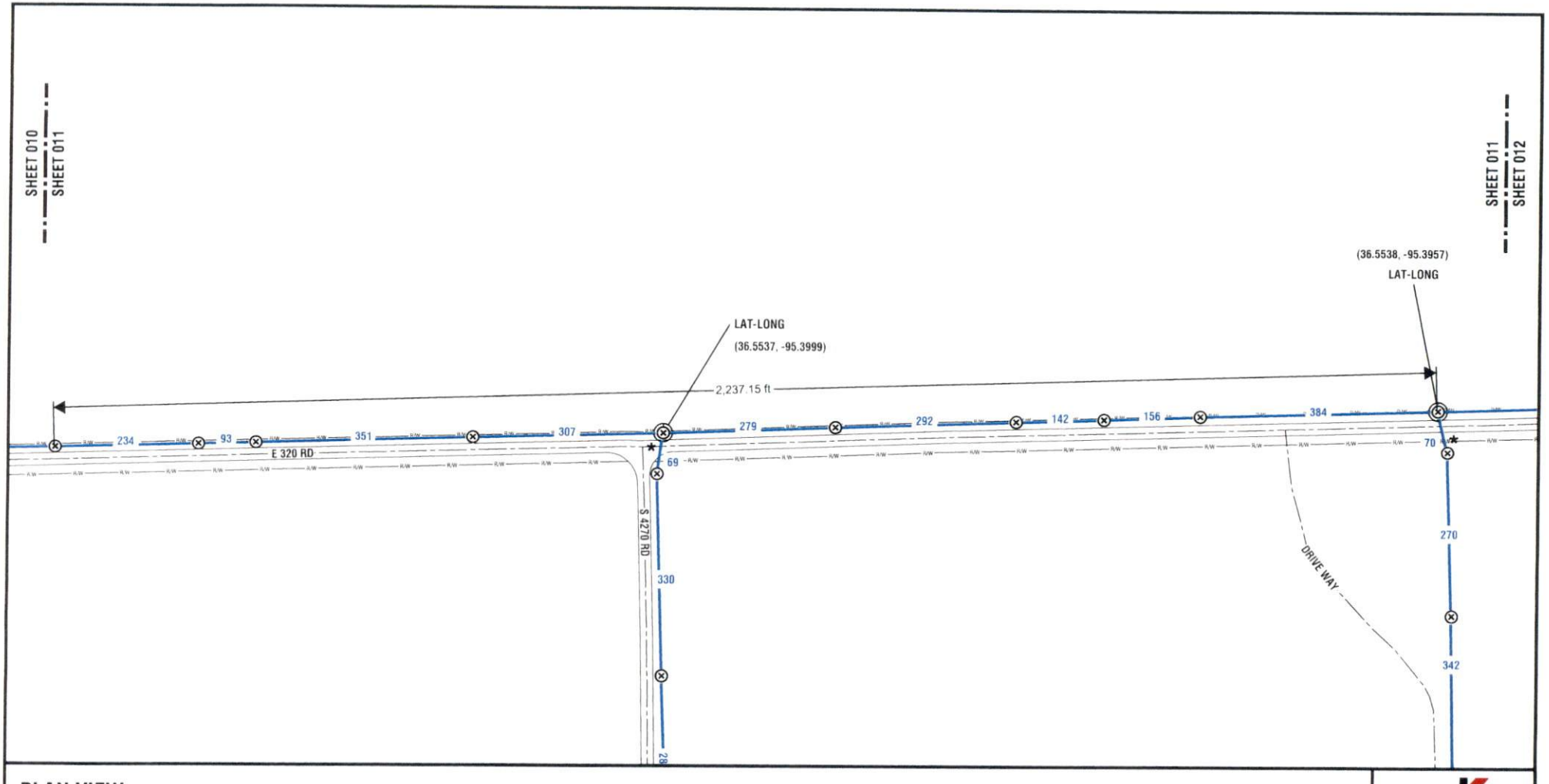
PLAN VIEW

GRAPHIC SCALE
0 150

* **PERMIT NOTE:**
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NETWORK	NRSI DBA BOLT FIBER
PROJECT	CHNO-03
RELEASE	R0 - 12/15/2025
SHEET TITLE	**PERMIT DETAILS SHEET 010**



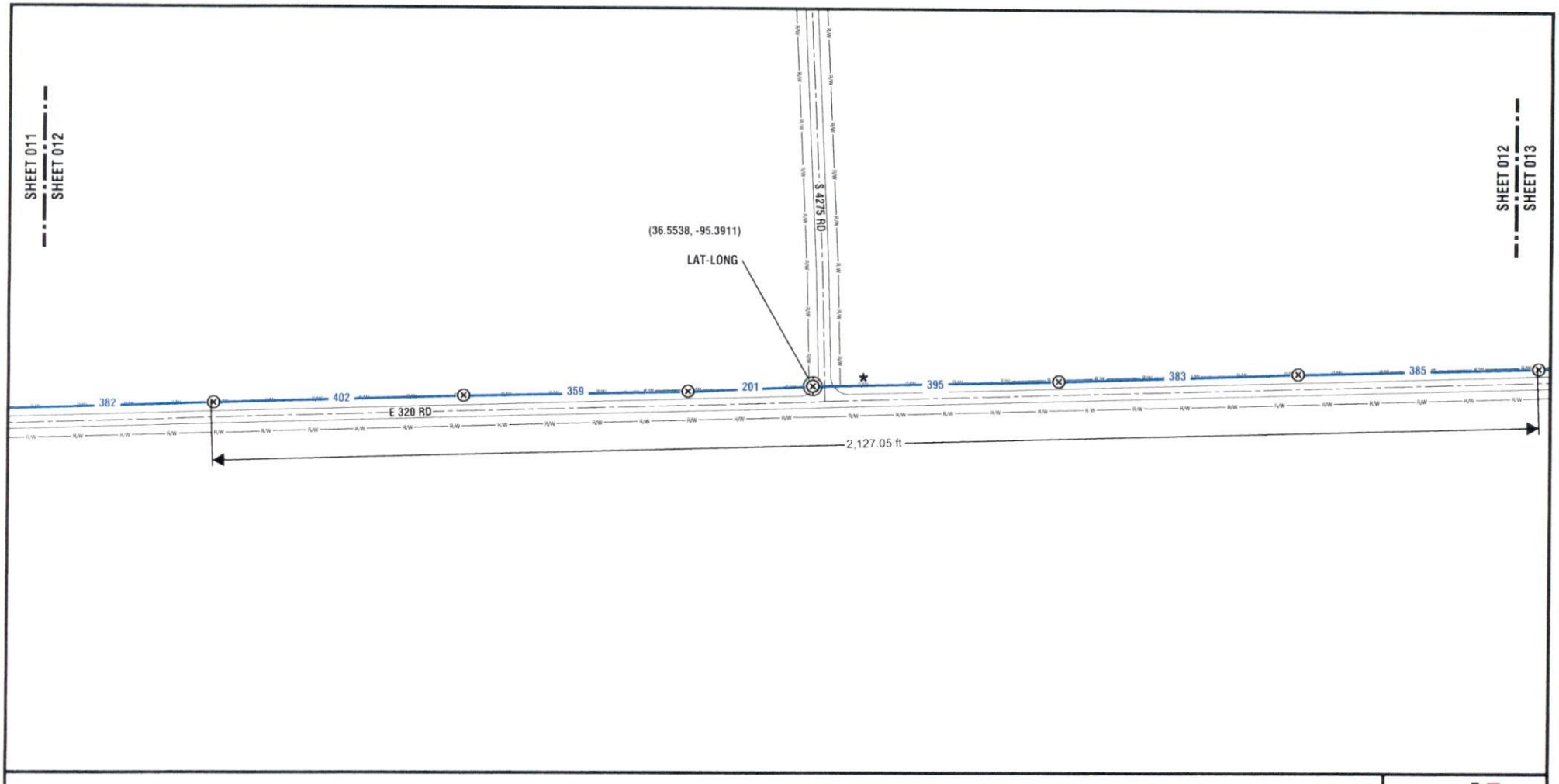
PLAN VIEW

GRAPHIC SCALE:
0 150

* PERMIT NOTE: SEE "TYP. CROSSING PROFILES" SHEET FOR STANDARD CROSSING DETAIL AND CLEARANCE *

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MEMBER	NRSI DBA BOLT FIBER
PERMIT	CHNO-03
RELEASE	R0 - 12/15/2025
SHEET TITLE	PERMIT DETAILS SHEET 011



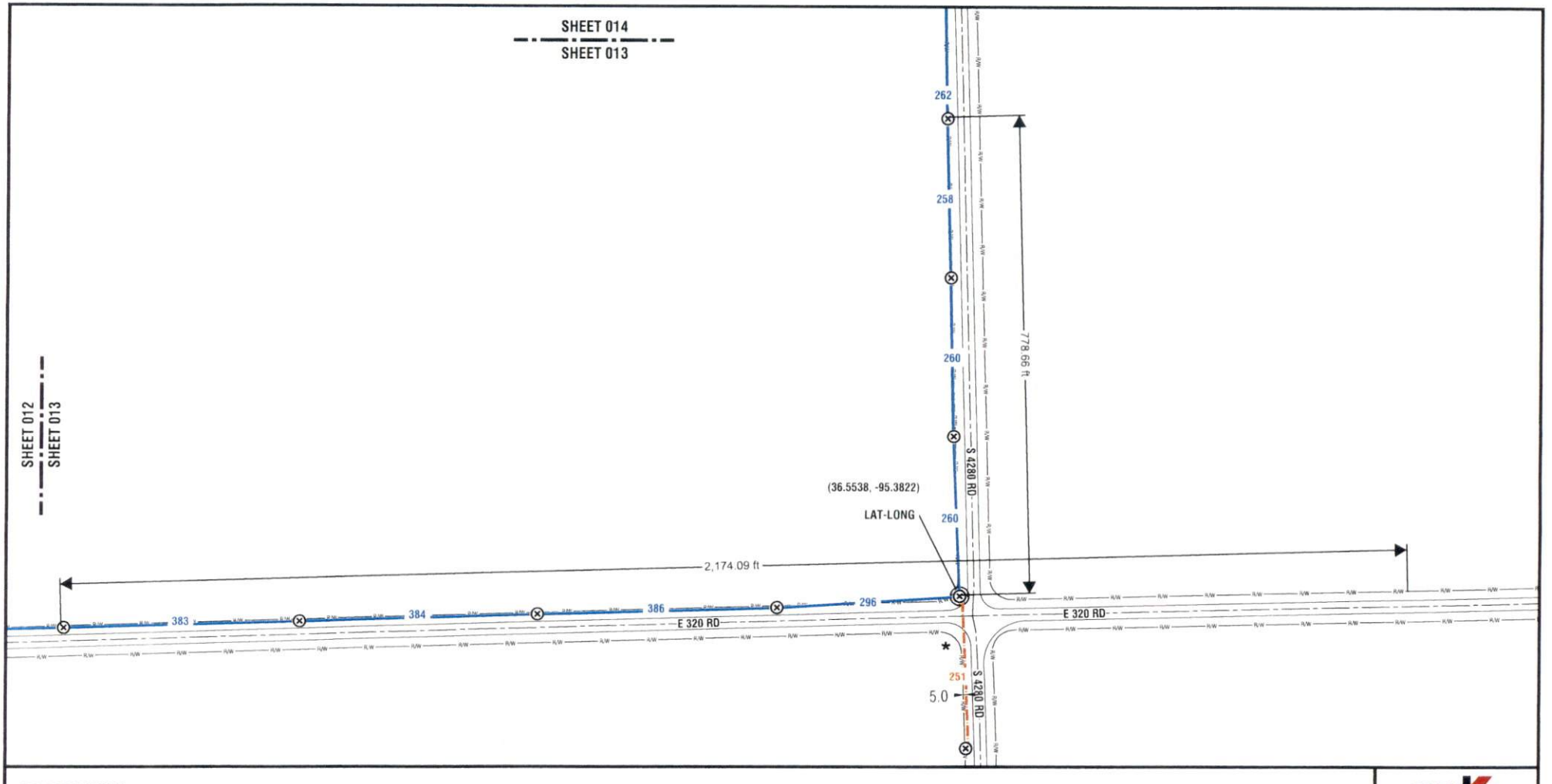
PLAN VIEW

GRAPHIC SCALE
0 150

* **PERMIT NOTE:**
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PROJECT	NRSI DBA BOLT FIBER
FIBER	CHNO-03
RELEASE	R0 - 12/15/2025
SHEET TITLE	**PERMIT DETAILS SHEET 012**



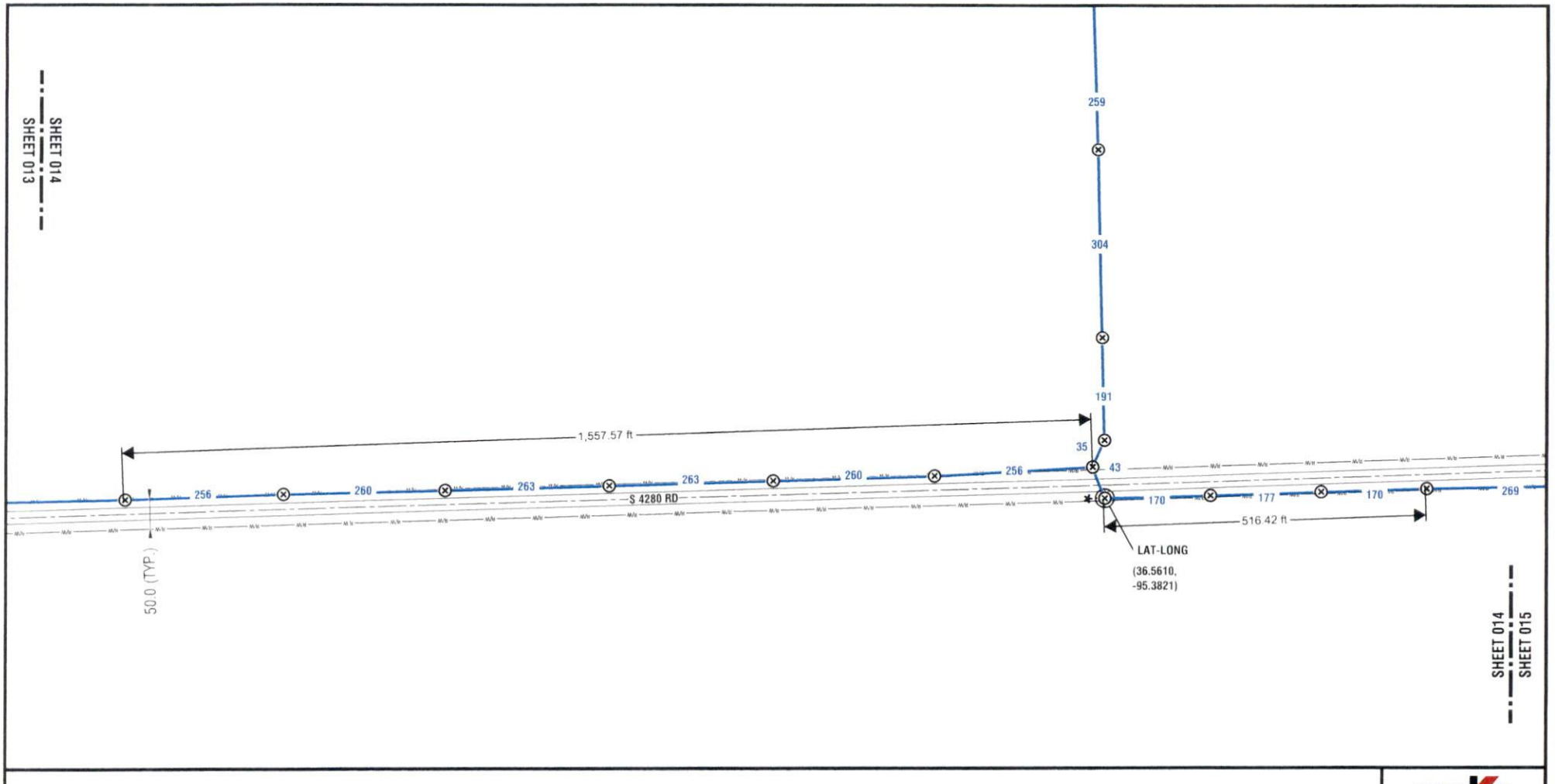
PLAN VIEW

GRAPHIC SCALE:
0 150

* **PERMIT NOTE:**
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SUBMITTED	NRSI DBA BOLT FIBER
PROJECT	CHNO-03
REVISED	R0 - 12/15/2025
TITLE	**PERMIT DETAILS SHEET 013**



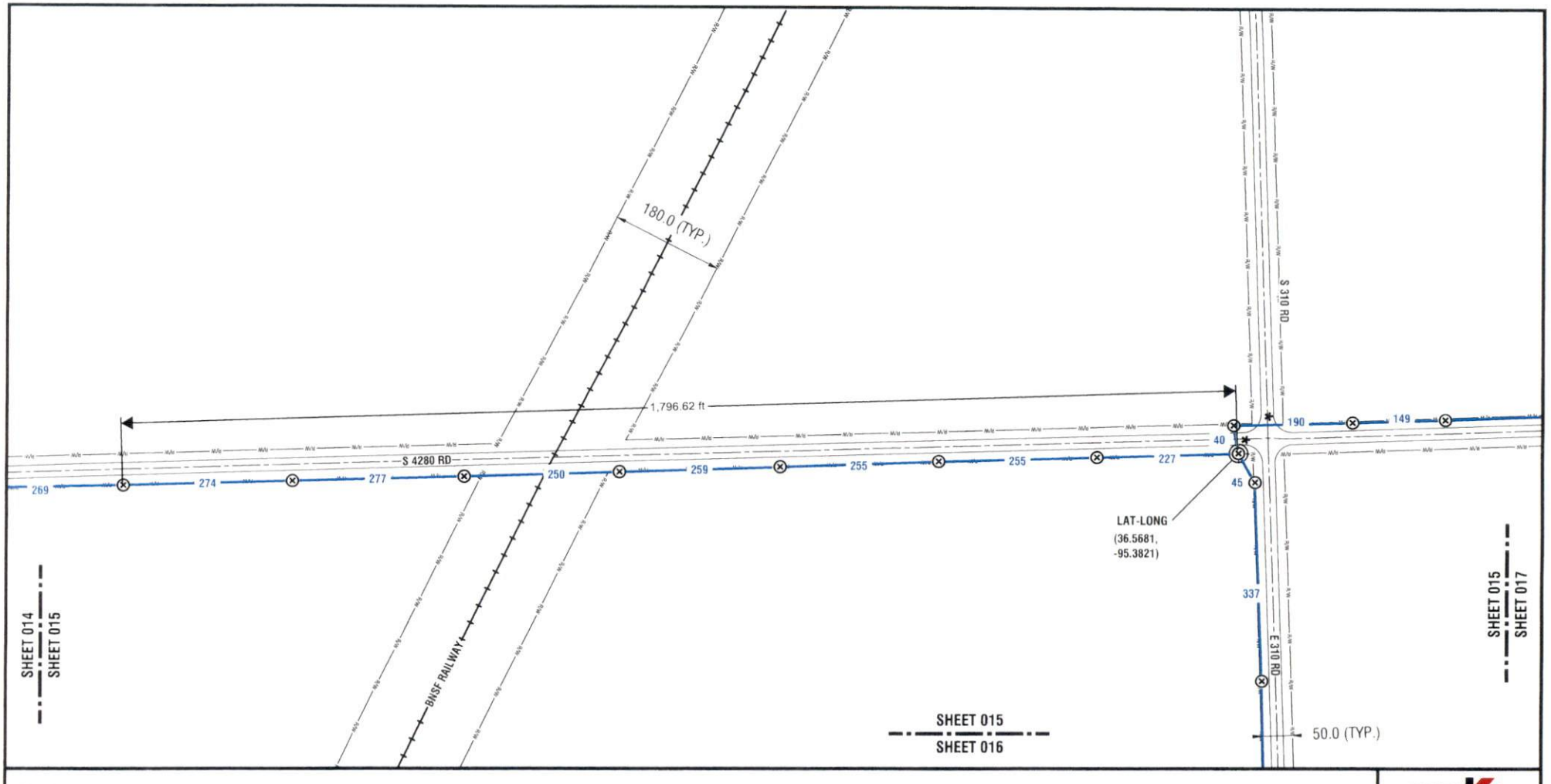
PLAN VIEW

GRAPHIC SCALE:
0 150

* **PERMIT NOTE:**
SEE "TYP. CROSSING PROFILES" SHEET FOR STANDARD CROSSING DETAIL AND CLEARANCE *

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NUMBER	NRSI DBA BOLT FIBER
PROJECT	CHNO-03
RELEASE	R0 - 12/15/2025
SHEET TITLE	**PERMIT DETAILS SHEET 014**



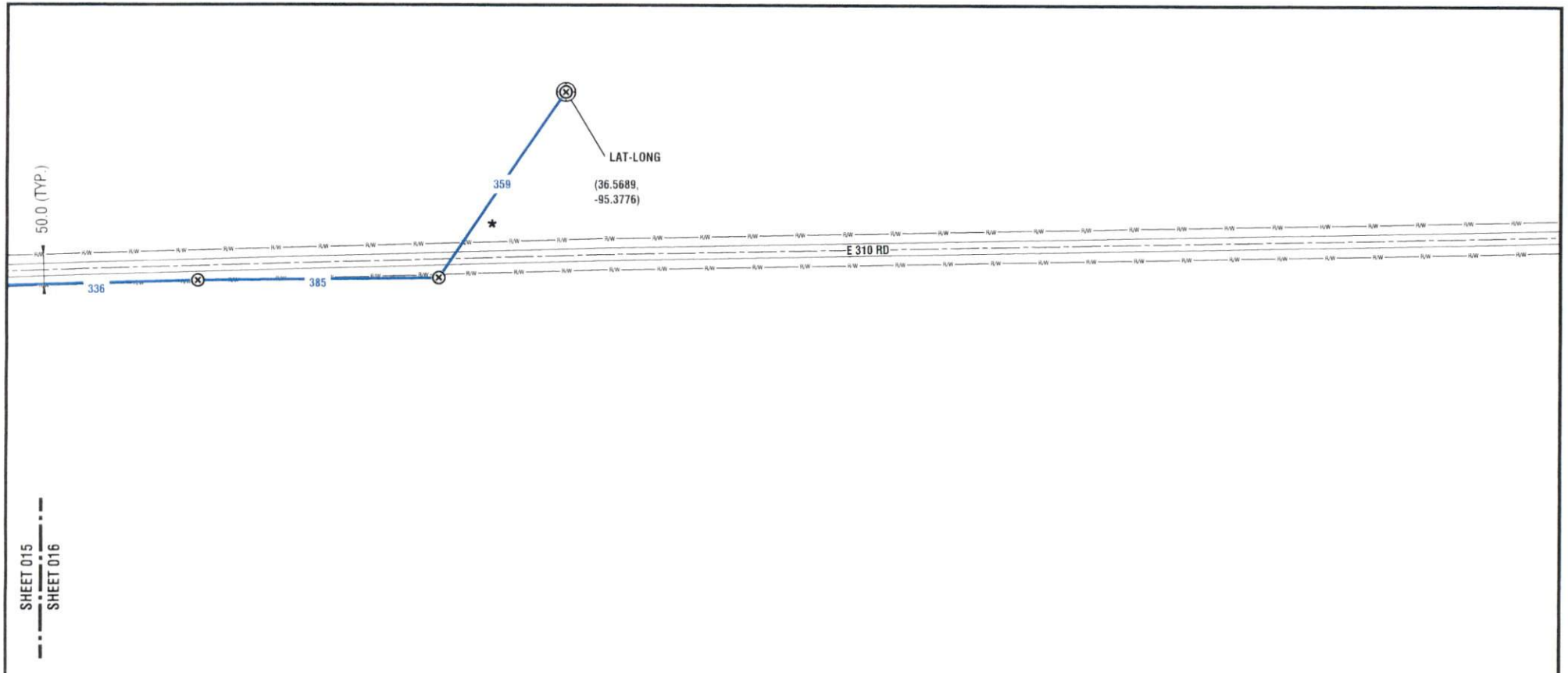
PLAN VIEW

GRAPHIC SCALE
0 150

* PERMIT NOTE: SEE "TYP. CROSSING PROFILES" SHEET FOR STANDARD CROSSING DETAIL AND CLEARANCE *

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NETWORK	NRSI DBA BOLT FIBER
PROJECT	CHNO-03
RELEASE	R0 - 12/15/2025
SHEET TITLE	**PERMIT DETAILS SHEET 015**



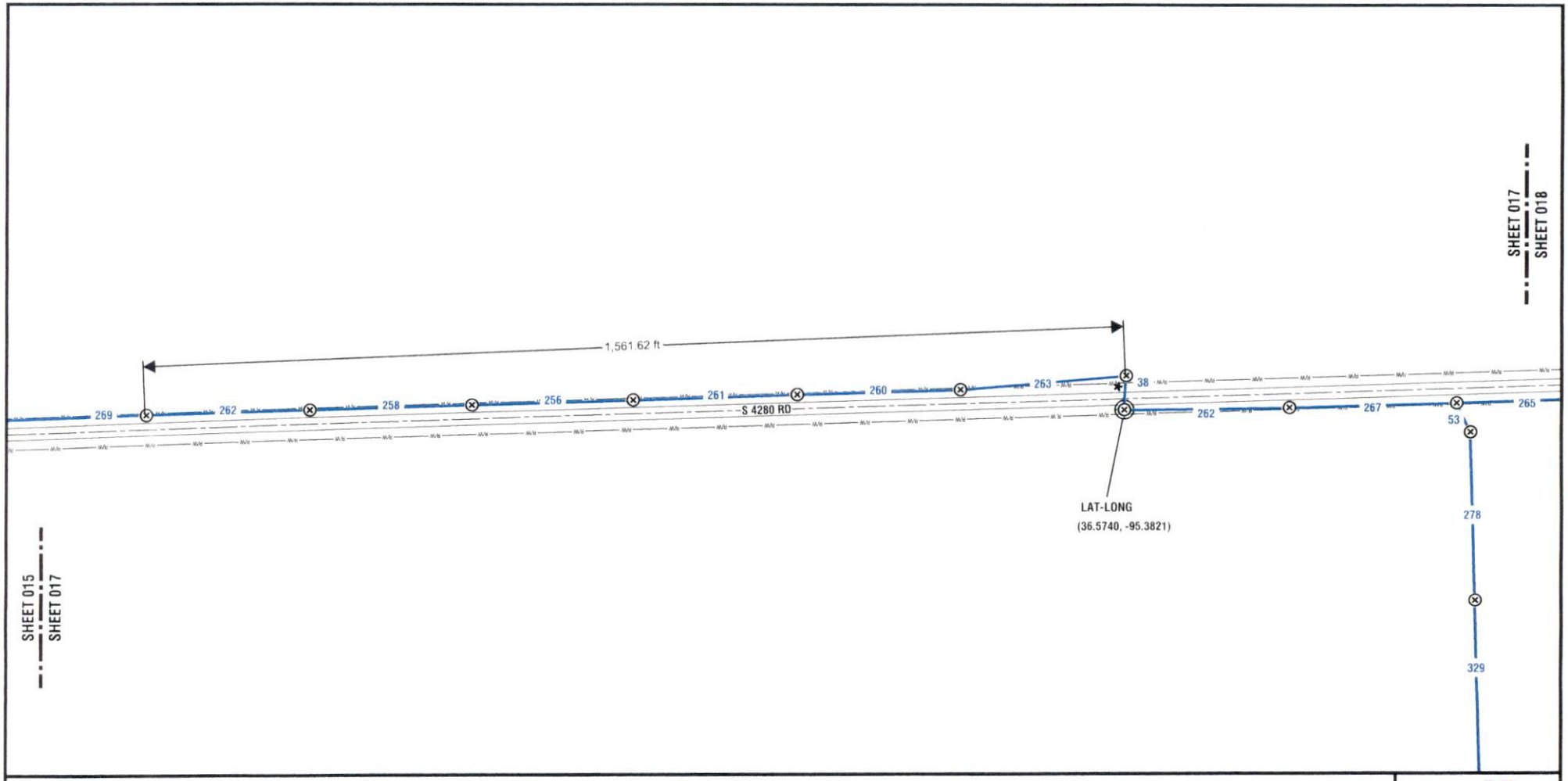
PLAN VIEW

GRAPHIC SCALE:
0 150

* PERMIT NOTE:
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STANDARD CROSSING DETAIL AND CLEARANCE *

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NETWORK	NRSI DBA BOLT FIBER
PROJECT	CHNO-03
RELEASE	R0 - 12/15/2025
SHEET TITLE	**PERMIT DETAILS SHEET 016**



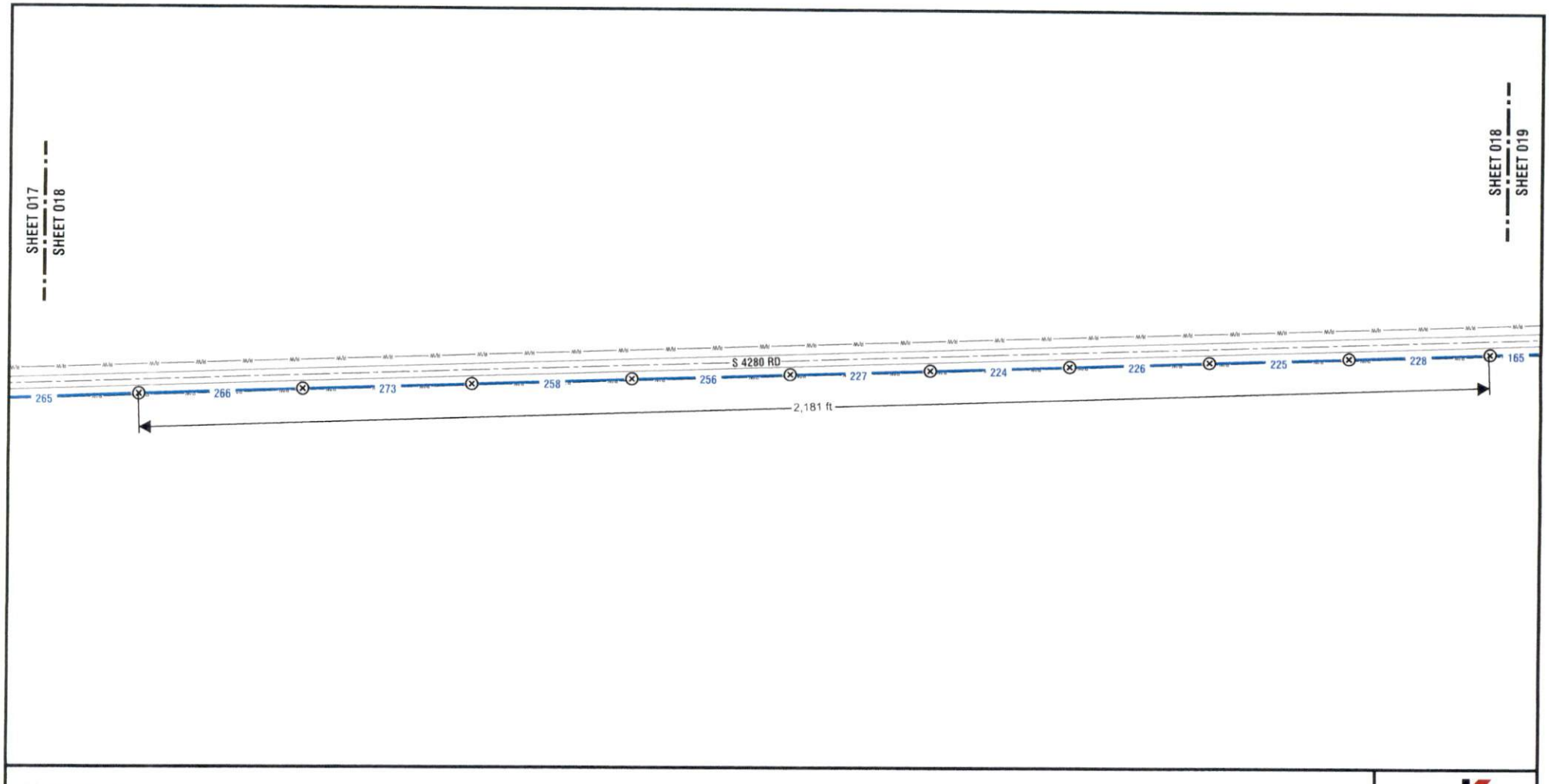
PLAN VIEW

GRAPHIC SCALE
0 150

* PERMIT NOTE:
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NUMBER	NRSI DBA BOLT FIBER
PERMIT	CHNO-03
RELEASE	R0 - 12/15/2025
SHEET TITLE	**PERMIT DETAILS SHEET 017**

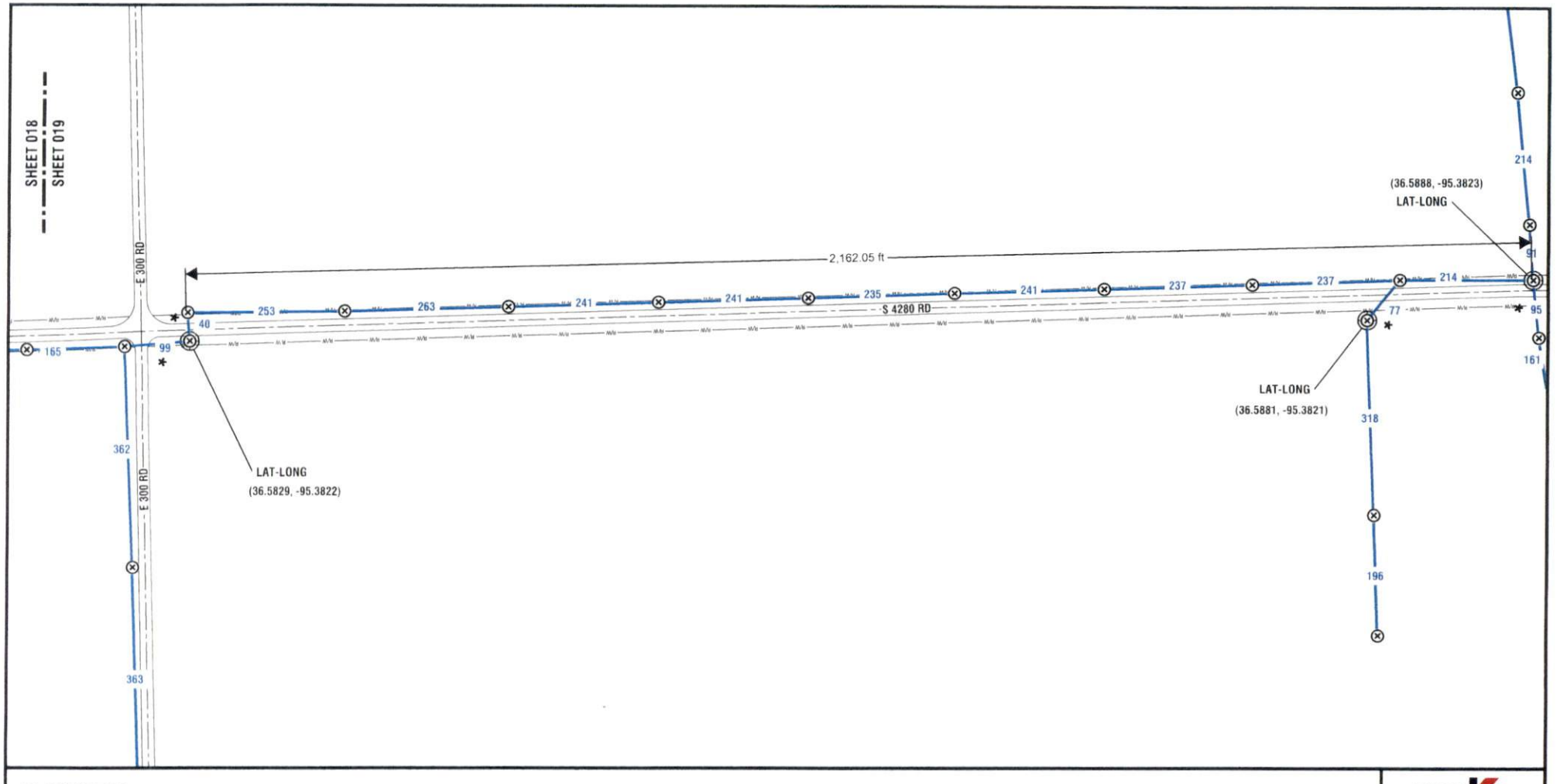


PLAN VIEW

GRAPHIC SCALE
0 150

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PROJECT NUMBER	NRSI DBA BOLT FIBER
PROJECT	CHNO-03
RELEASE	R0 - 12/15/2025
SHEET TITLE	**PERMIT DETAILS SHEET 018**



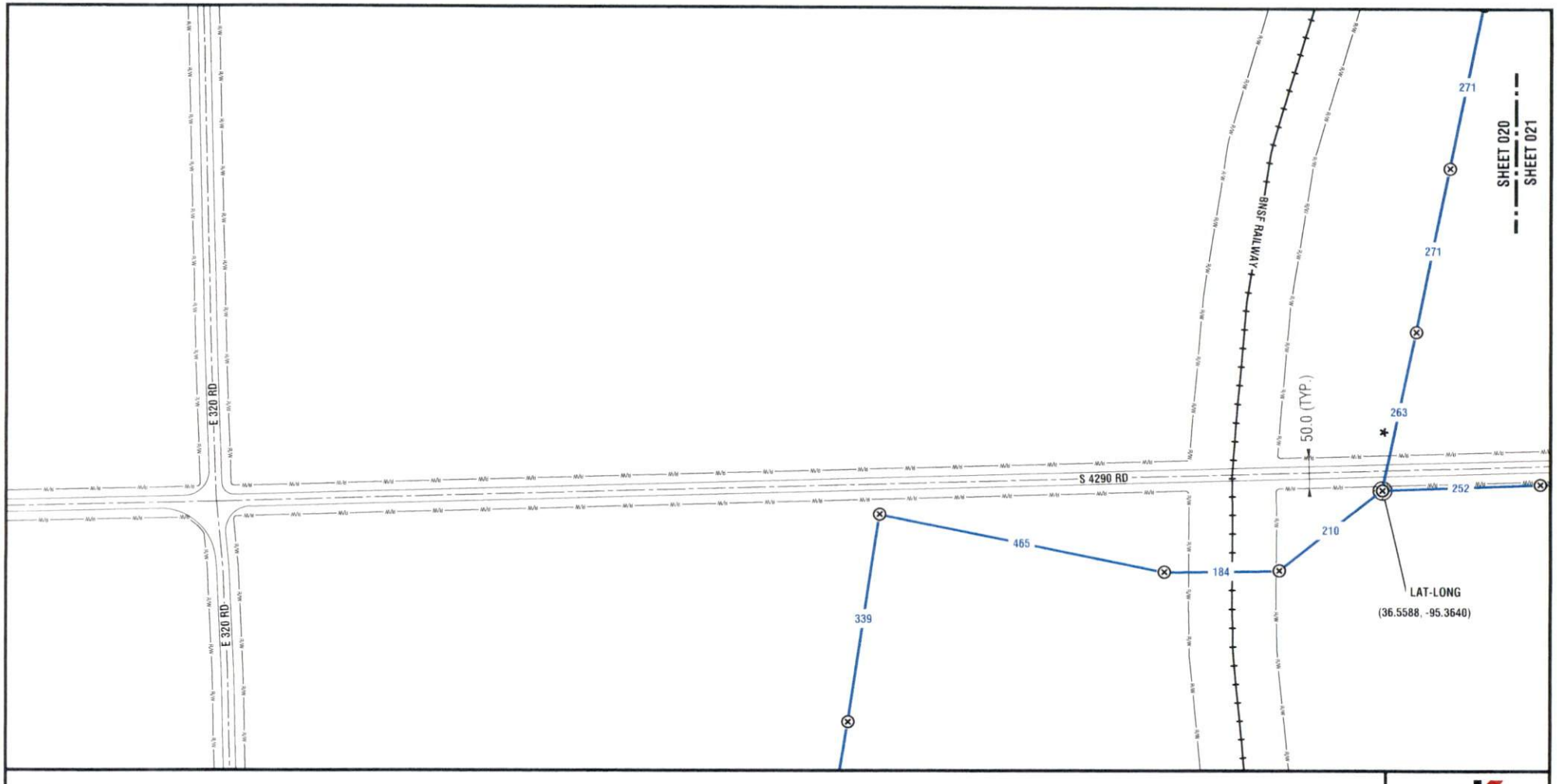
PLAN VIEW

GRAPHIC SCALE
0 150

* **PERMIT NOTE:**
SEE "TYP. CROSSING PROFILES" SHEET FOR STANDARD CROSSING DETAIL AND CLEARANCE *

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NRSI DBA BOLT FIBER	
CHNO-03	
R0 - 12/15/2025	
PERMIT DETAILS SHEET 019	



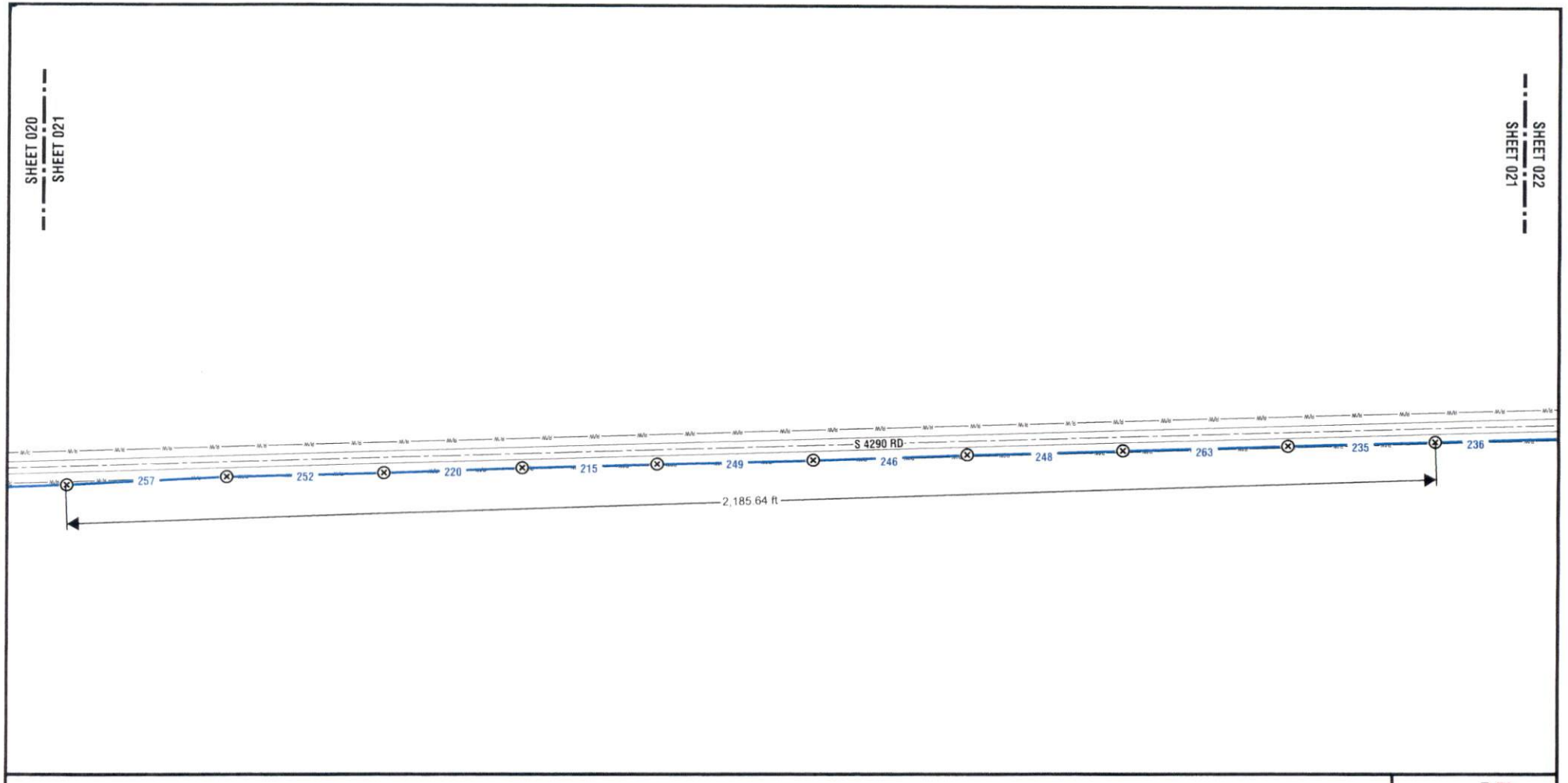
PLAN VIEW

GRAPHIC SCALE
0 150

* **PERMIT NOTE:**
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NETWORK	NRSI DBA BOLT FIBER
PERMIT	CHNO-03
RELEASE	R0 - 12/15/2025
SHEET TITLE	**PERMIT DETAILS SHEET 020**

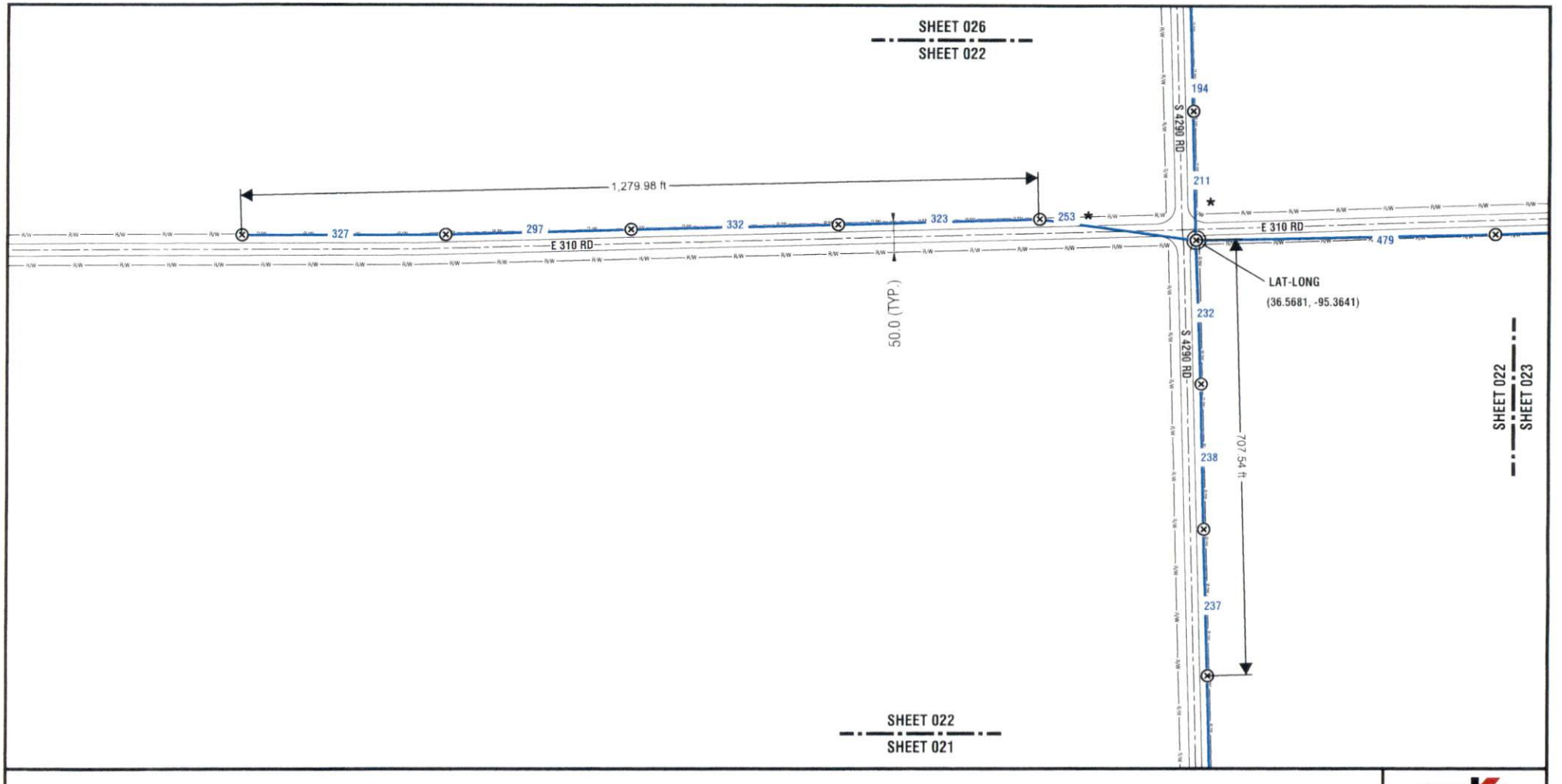


PLAN VIEW

GRAPHIC SCALE
0 150

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AS-BUILTS	NRSI DBA BOLT FIBER
PERMIT	CHNO-03
RELEASE	R0 - 12/15/2025
SHEET TITLE	**PERMIT DETAILS SHEET 021**



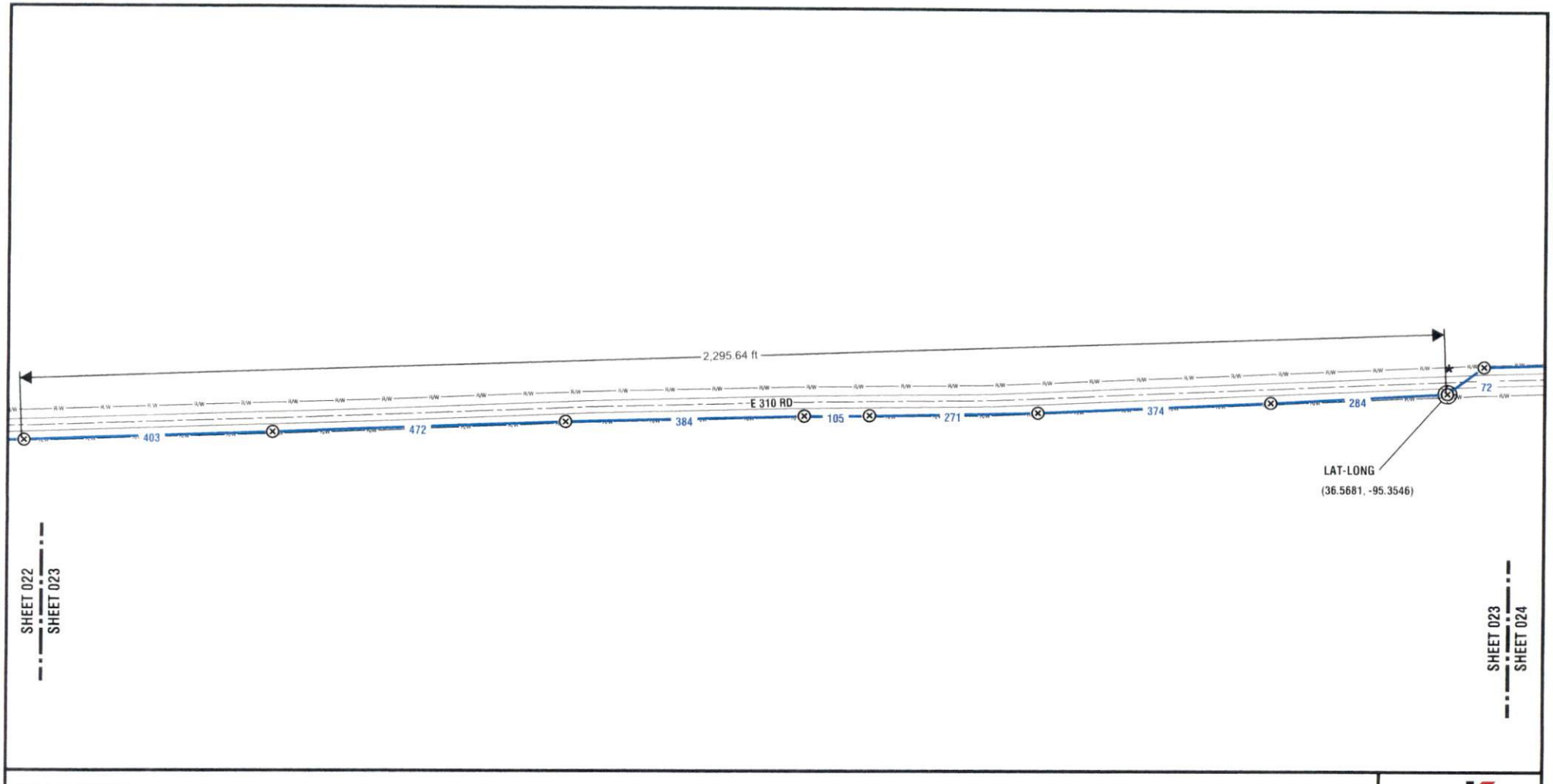
PLAN VIEW

GRAPHIC SCALE
0 150

* PERMIT NOTE: SEE "TYP. CROSSING PROFILES" SHEET FOR STANDARD CROSSING DETAIL AND CLEARANCE *

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REVISION	NRSI DBA BOLT FIBER
PERMIT	CHNO-03
RELEASE	R0 - 12/15/2025
SHEET TITLE	**PERMIT DETAILS SHEET 022**



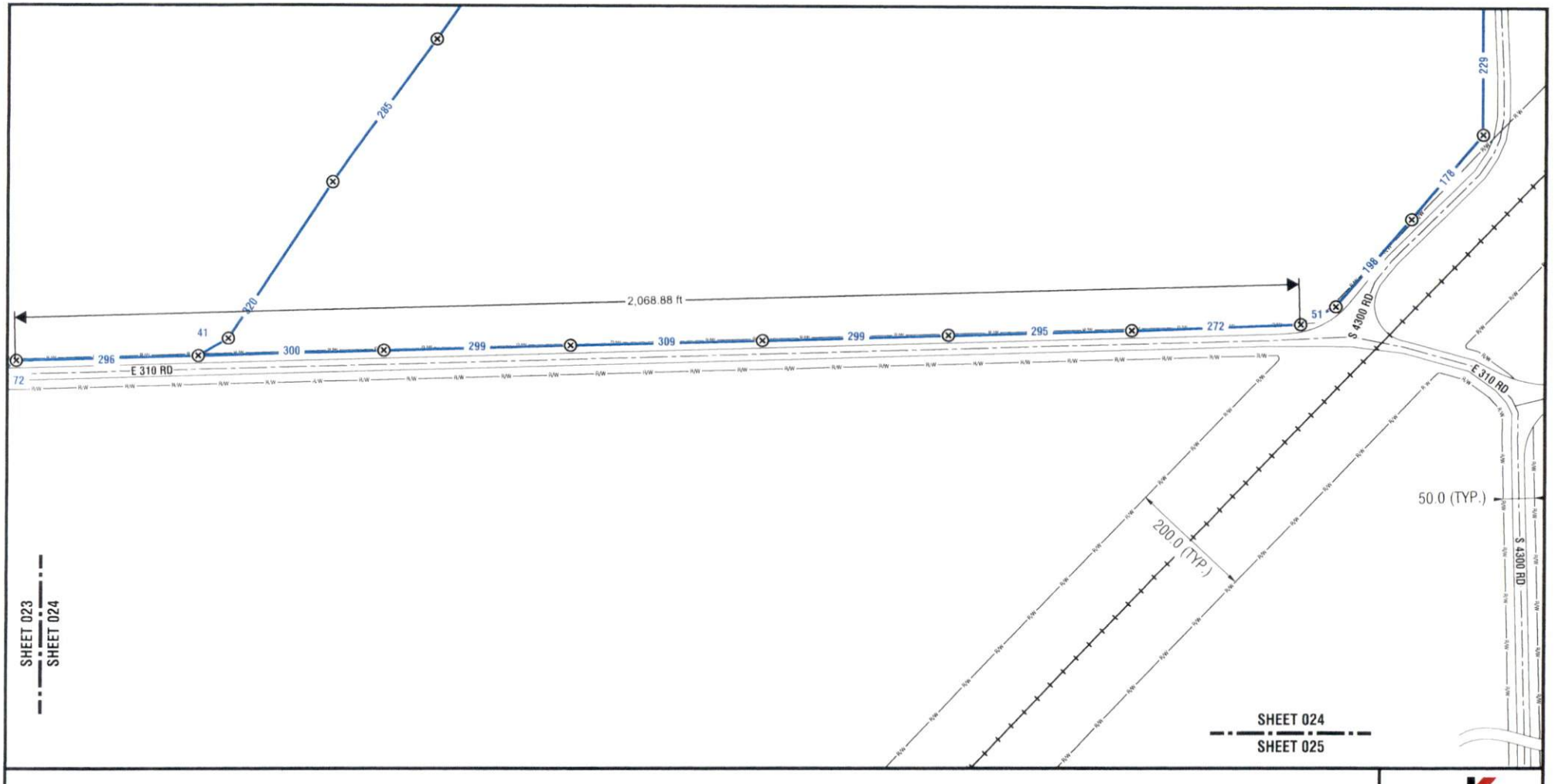
PLAN VIEW

GRAPHIC SCALE
0 150

* **PERMIT NOTE:**
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NETWORK	NRSI DBA BOLT FIBER
PERMIT	CHNO-03
RELEASE	R0 - 12/15/2025
SHEET TITLE	**PERMIT DETAILS SHEET 023**



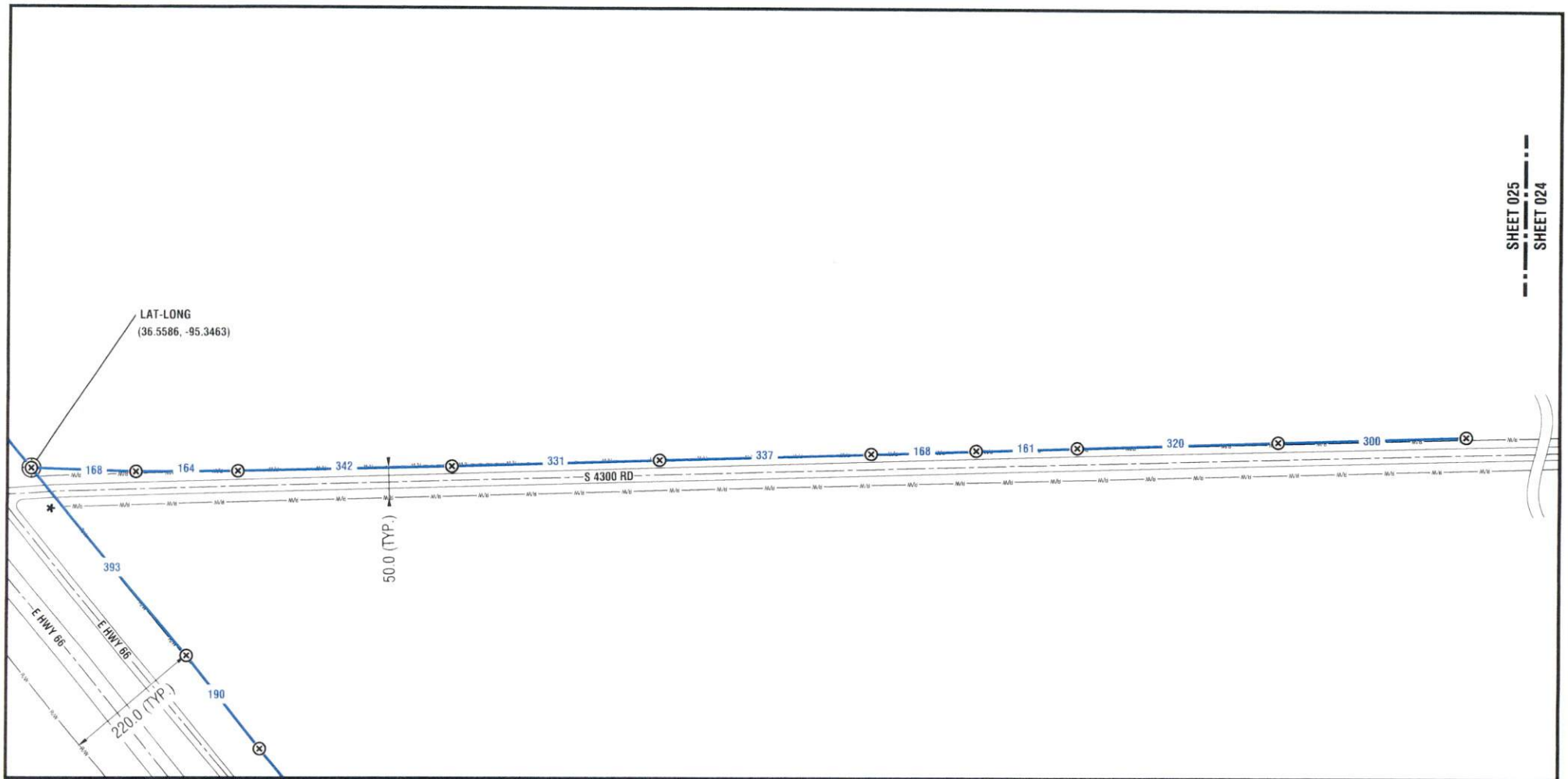
PLAN VIEW

GRAPHIC SCALE
0 150

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MEMBER	NRSI DBA BOLT FIBER
PERMIT	CHNO-03
RELEASE	R0 - 12/15/2025
SHEET TITLE	**PERMIT DETAILS SHEET 024**

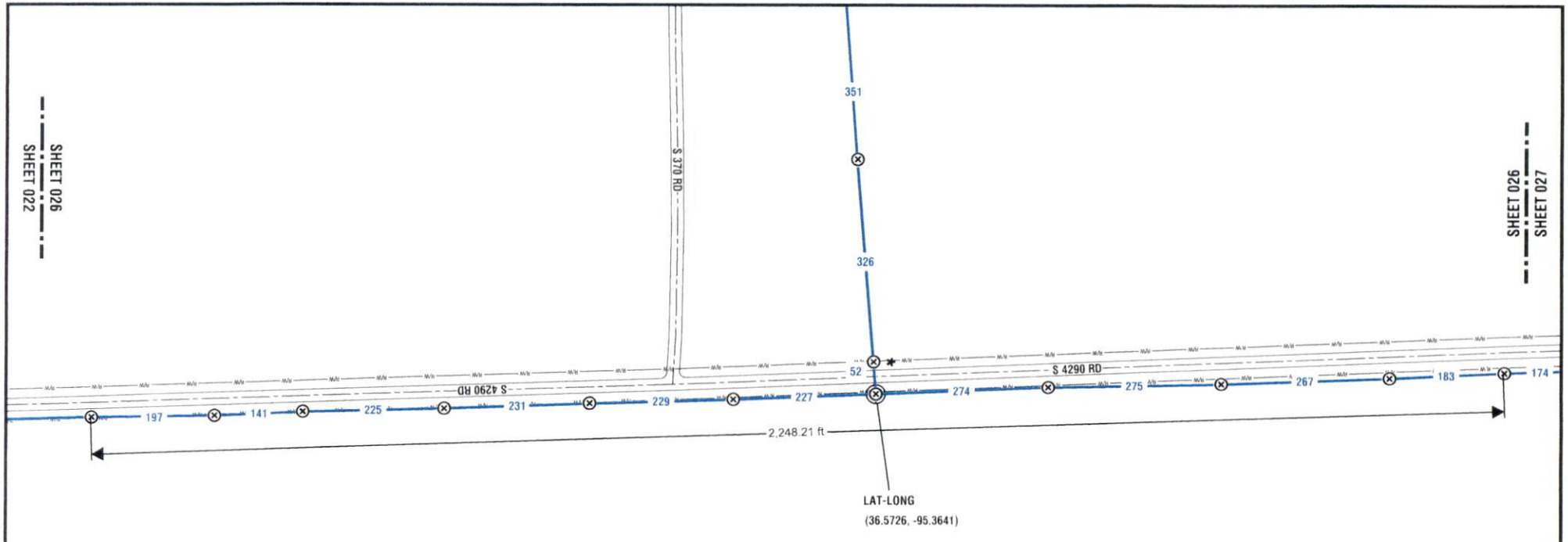


PLAN VIEW

GRAPHIC SCALE
0 150

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MEMBER	NRSI DBA BOLT FIBER
PROJ#	CHNO-03
RELEASE	R0 - 12/15/2025
SHEET TITLE	**PERMIT DETAILS SHEET 025**

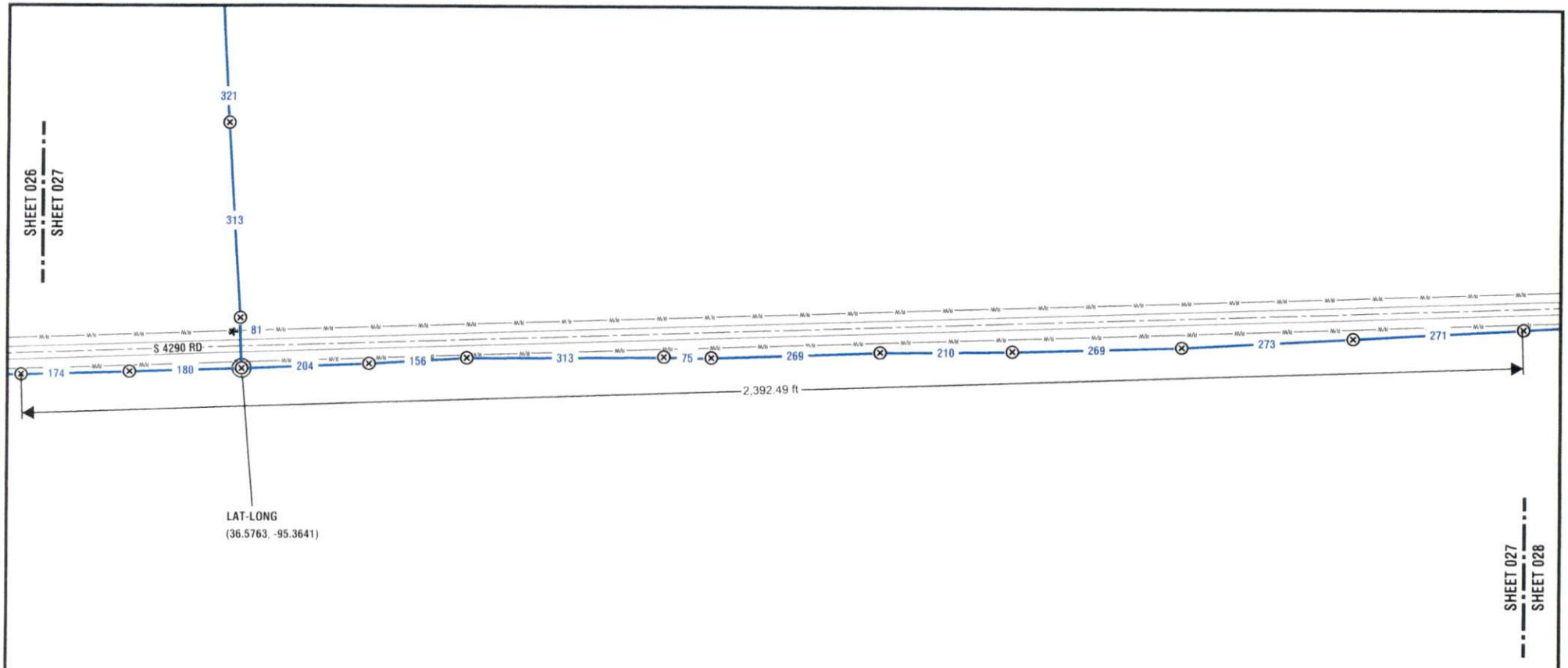


PLAN VIEW

GRAPHIC SCALE
0 150

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MEMBER	NRSI DBA BOLT FIBER
PROJECT	CHNO-03
RELEASE	R0 - 12/15/2025
SHEET TITLE	**PERMIT DETAILS SHEET 026**

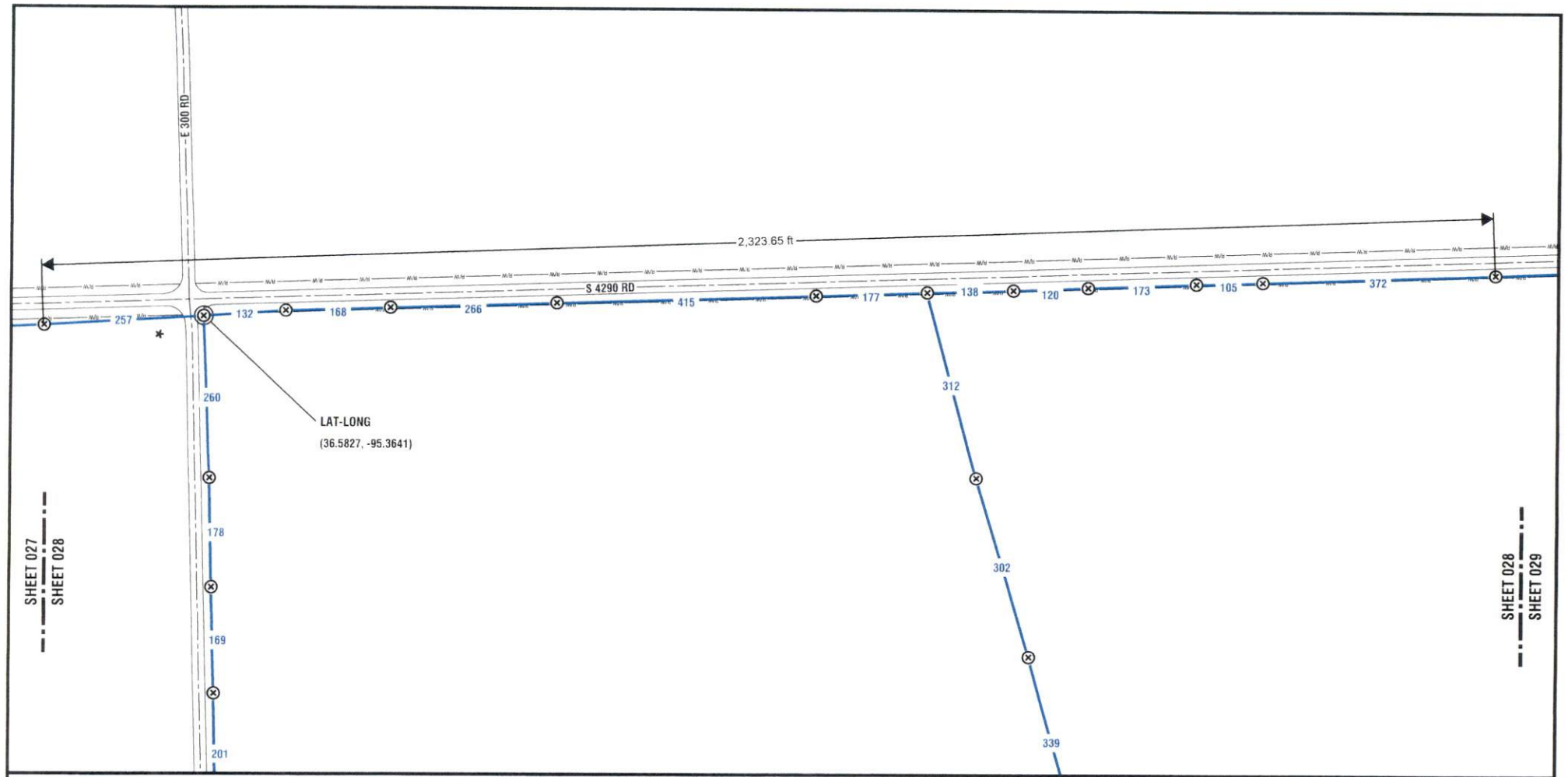


PLAN VIEW

GRAPHIC SCALE
0 150

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Member driven.
Technology focused.
2121 COOPERATIVE WAY,
HERNDON, VA 20171

PROJECT NUMBER	NRSI DBA BOLT FIBER
PROJECT GROUP	CHNO-03
RELEASE	R0 - 12/15/2025
SHEET TITLE	**PERMIT DETAILS SHEET 027**



PLAN VIEW

GRAPHIC SCALE

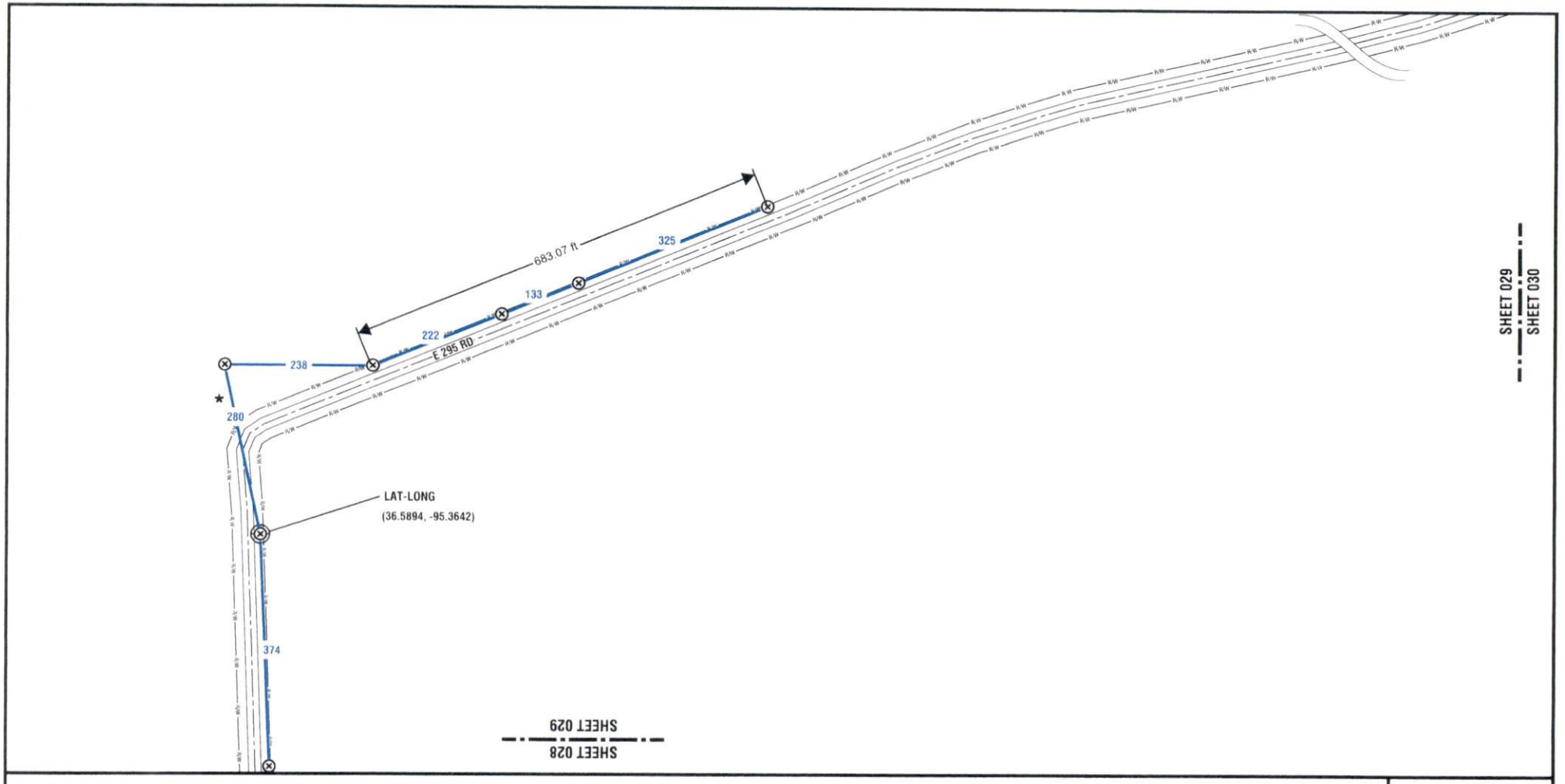
0 150

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Technology focused.

2121 COOPERATIVE WAY,
HERNDON, VA 20171

MEMBER	NRSI DBA BOLT FIBER
PERMIT	CHNO-03
RELEASE	R0 - 12/15/2025
SHEET TITLE	**PERMIT DETAILS SHEET 028**



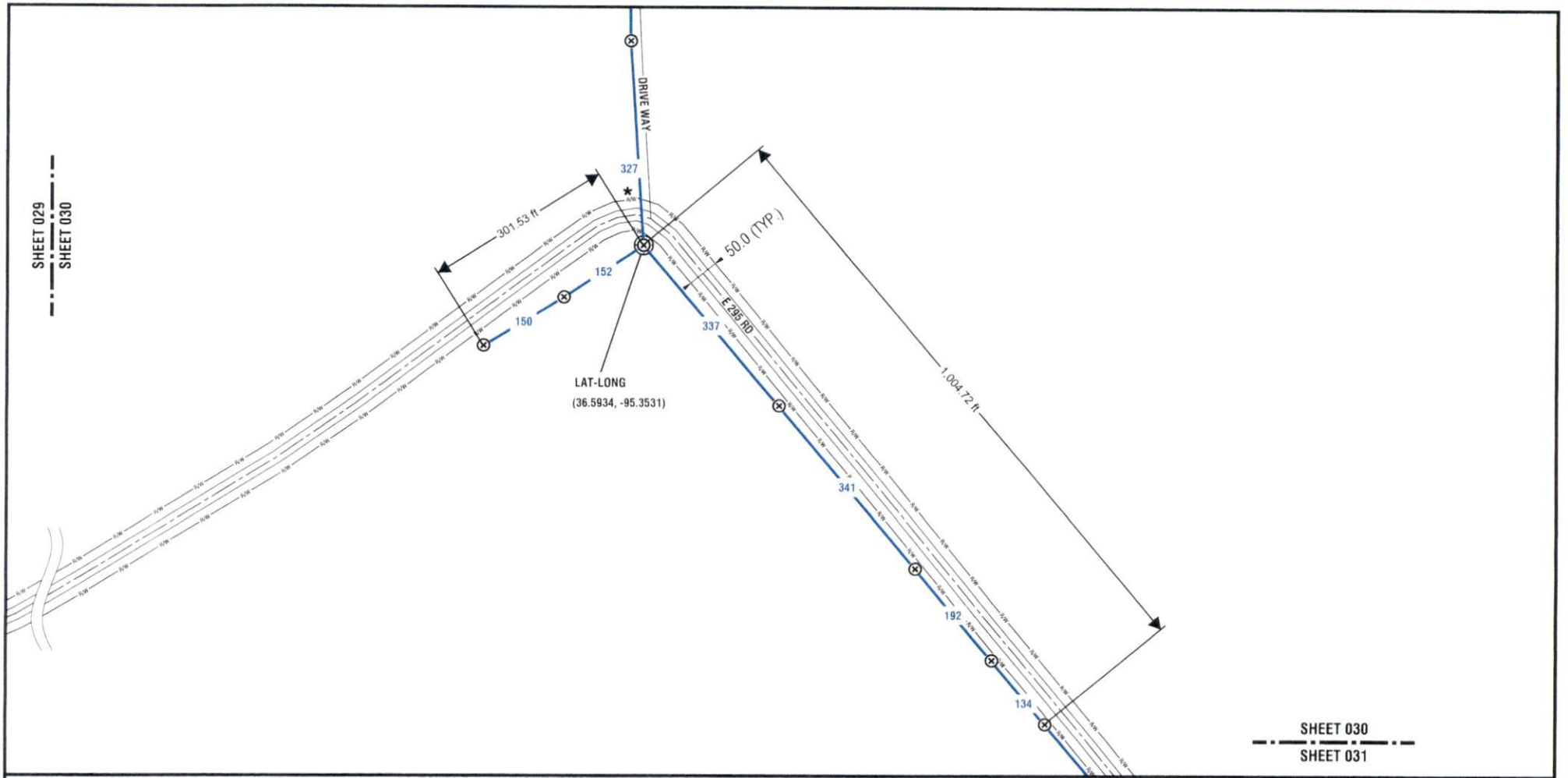
PLAN VIEW

GRAPHIC SCALE
0 150

* PERMIT NOTE:
SEE "TYP. CROSSING PROFILES" SHEET FOR
STANDARD CROSSING DETAIL AND CLEARANCE *

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HERNDON, VA 20171

NETWORK	NRSI DBA BOLT FIBER
PERMIT	CHNO-03
RELEASE	R0 - 12/15/2025
SHEET TITLE	**PERMIT DETAILS SHEET 029**



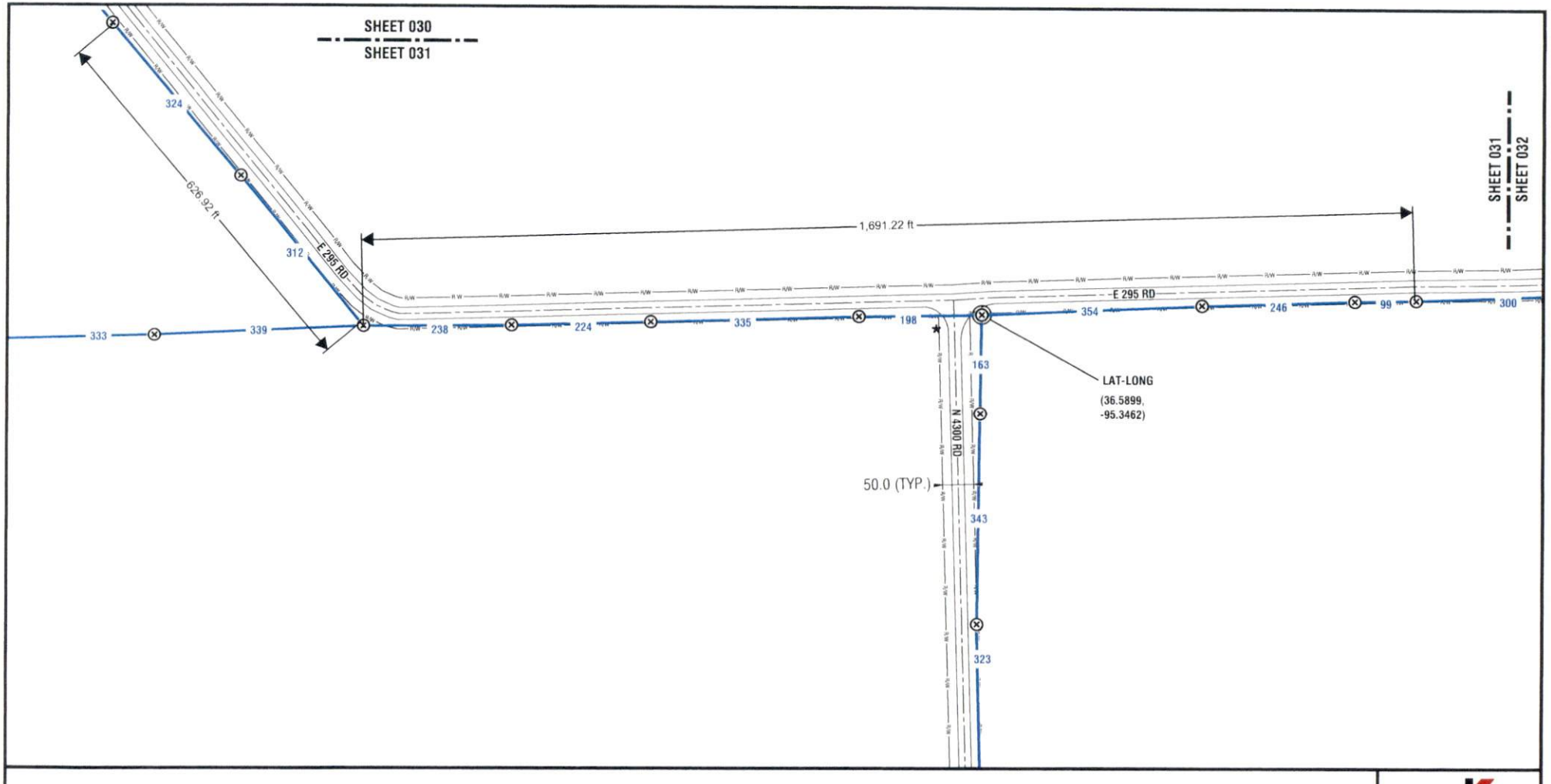
PLAN VIEW

GRAPHIC SCALE
0 150

* **PERMIT NOTE:**
SEE "TYP. CROSSING PROFILES" SHEET FOR STANDARD CROSSING DETAIL AND CLEARANCE *

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HERNDON, VA 20171

NETWORK	NRSI DBA BOLT FIBER
PERMIT	CHNO-03
RELEASE	R0 - 12/15/2025
SHEET TITLE	**PERMIT DETAILS SHEET 030**



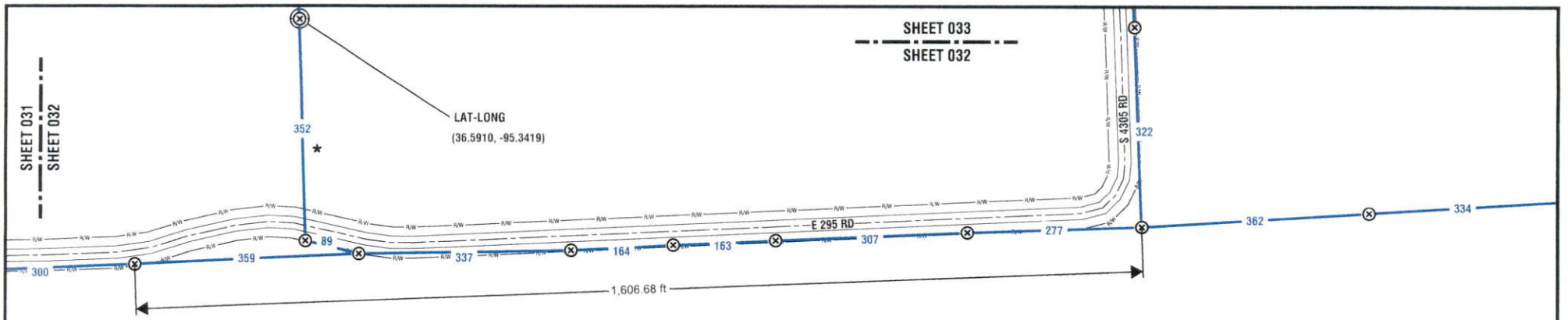
PLAN VIEW

GRAPHIC SCALE
0 150

* PERMIT NOTE:
SEE "TYP. CROSSING PROFILES" SHEET FOR
STANDARD CROSSING DETAIL AND CLEARANCE *

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HERNDON, VA 20171

MEMBER	NRSI DBA BOLT FIBER
PERMIT	CHNO-03
RELEASE	R0 - 12/15/2025
SHEET TITLE	**PERMIT DETAILS SHEET 031**



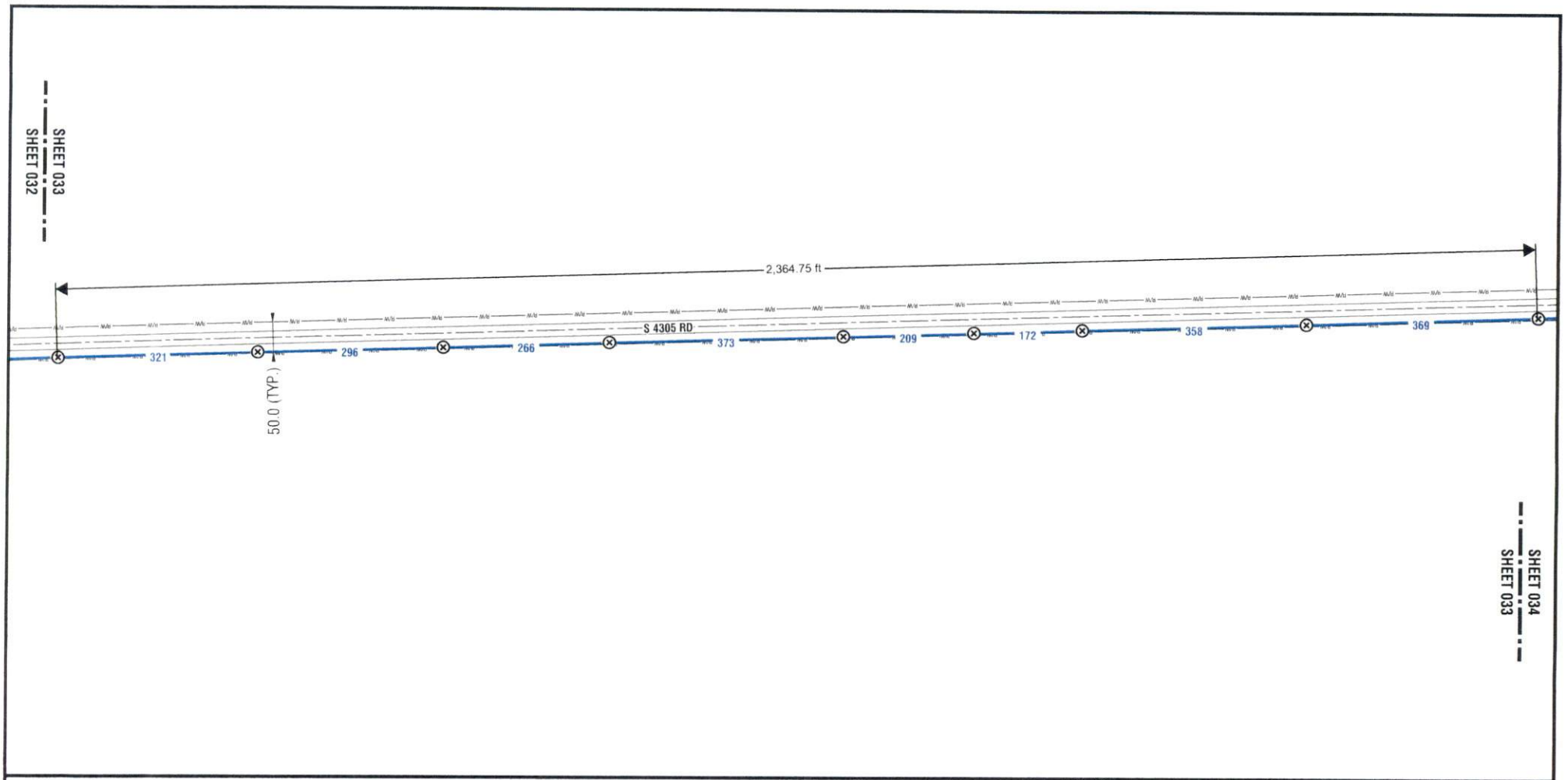
PLAN VIEW

GRAPHIC SCALE
0 150

* **PERMIT NOTE:**
SEE "TYP. CROSSING PROFILES" SHEET FOR STANDARD CROSSING DETAIL AND CLEARANCE *

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2121 COOPERATIVE WAY,
HERNDON, VA 20171

PROJECT NUMBER	NRSI DBA BOLT FIBER
RELEASE	CHNO-03
SHEET TITLE	R0 - 12/15/2025
	PERMIT DETAILS SHEET 032

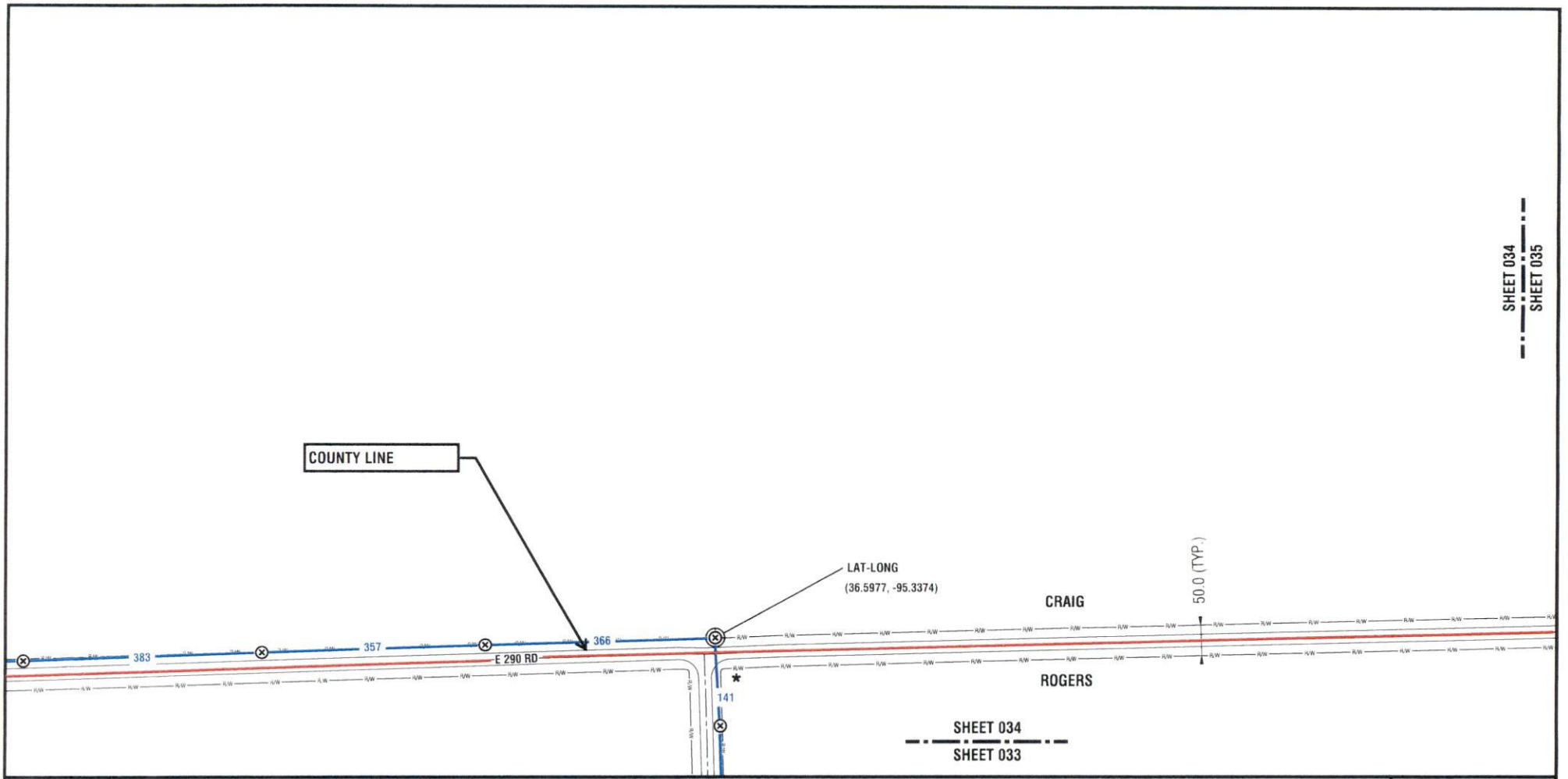


PLAN VIEW

GRAPHIC SCALE
0 150

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MEMBER	NRSI DBA BOLT FIBER
PERMIT	CHNO-03
RELEASE	R0 - 12/15/2025
SHEET TITLE	**PERMIT DETAILS SHEET 033**



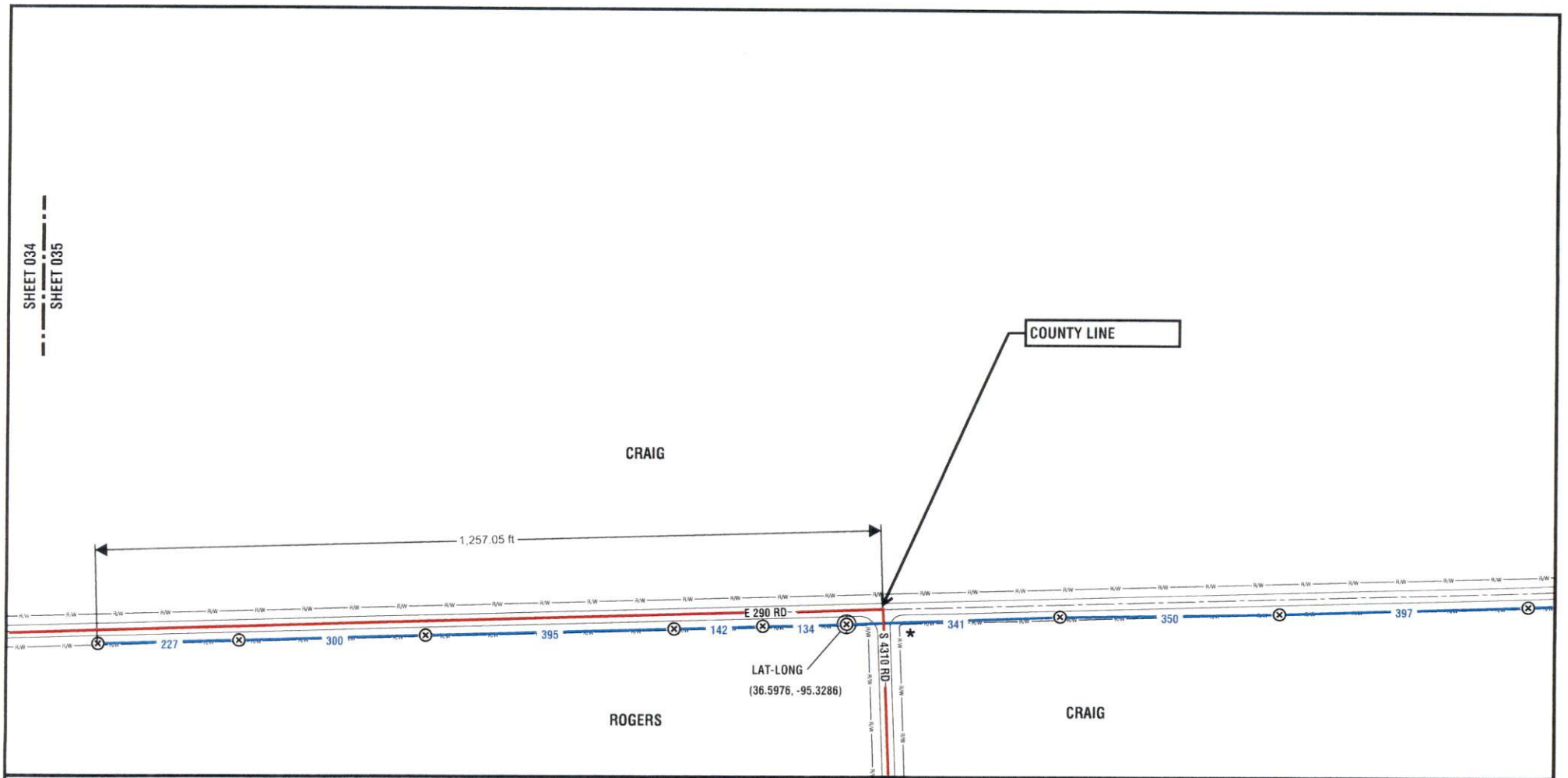
PLAN VIEW

GRAPHIC SCALE
0 150

* **PERMIT NOTE:**
SEE "TYP. CROSSING PROFILES" SHEET FOR
STANDARD CROSSING DETAIL AND CLEARANCE *

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HERNDON, VA 20171

NETWORK	NRSI DBA BOLT FIBER
PROJECT	CHNO-03
RELEASE	R0 - 12/15/2025
SHEET TITLE	**PERMIT DETAILS SHEET 034**



PLAN VIEW

GRAPHIC SCALE:
0 150

* **PERMIT NOTE:**
SEE "TYP. CROSSING PROFILES" SHEET FOR
STANDARD CROSSING DETAIL AND CLEARANCE *

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HERNDON, VA 20171

MEMBER	NRSI DBA BOLT FIBER
PERMIT	CHNO-03
RELEASE	R0 - 12/15/2025
SHEET TITLE	**PERMIT DETAILS SHEET 035**

Rogers County Planning Commission
200 S. Lynn Riggs Blvd
Claremore, OK 74017
Inspection Line: (918) 923-4497
Office: (918)923-4874 Fax:(918)923-4465
Web Site: www.rogerscounty.org/planning

Utility / Pipeline Permit

Permit Number: **U26-000002**
Permit Type: **Boring**

Issued On:

Commissioners District: District 1

In pursuance of the filing of the required application and plans and specifications by:

Applicant: Bolt Fiber

PERMISSION IS HERBY GRANTED TO:

The installation will be made in the following manner:
Boring
Size of the line:
Size of Casing
Wall Thickness:
Alloy/Material:
Contents:
Mfg. Test Pressure:
Working Pressure:
Max. Operating Pressure:

Location:

To Cross and Parallel County Highway or Local Roads (See attached Data Sheet) on approximately 7 miles of roads in the Howard and Bushyhead area SW of Chelsea and further described as being in Sections 2, 4, 8, 9, and 10, Township 23N, Range 17E, Rogers County.

Applicant is required to contact the Planning Commission office to schedule an inspection prior to installation of the utility to insure that the utility is being placed in the correct location. Applicant is required to schedule an inspection for all boring/trenching inspections to insure the correct depth is in place. Applicant is required to schedule a final inspection once work is complete to release all bonds. Applicant shall insure that all streets, driveways and or property entrances shall be restored to a useable condition by the end of the work day, every day prior to the completion of said work. One copy of the approved permit must be kept at the work site for inspection by the Planning Commission Director or his representatives. Applicant is to have an inspector or engineer present at all times during construction to insure that installation is made in accordance with plans and specifications approved by the County. No deviation from the approved plans and specifications will be made without the approval of the Planning Commission Director. Clearance above the traffic lanes at County highway or local roads at all pole line crossings should comply with applicable safety codes, and will not be less than 20 feet. Any deviation must be approved by the Planning Commission Director. The top of the conduit should be a minimum of 48 inches below sub-grade, but not less than 30 inches below the bottom of the ditches. The utility owner will be responsible for any damage resulting from deviation of the assigned corridor. All buried facilities should be placed at a minimum depth 30 inches, except for power, which should be placed at a minimum of 48 inches below the surface. Observation of all additional requirements indicated in the Utility / Pipeline Permit Application is required.

ROGERS COUNTY
OKLAHOMA

District #1

County Staff to Complete this Section

Permit Number: U26-2

Issued Date: _____

Fee Collected: 0.00

UTILITY / PIPELINE PERMIT APPLICATION

The Board of County Commissioners has deemed it necessary and in the public interest to establish policies, requirements, and fees for obtaining permits for the construction of utility lines pertaining to all utility companies, both public and private; oil companies; gas companies; pipe line companies; telephone companies; contractors; developers; engineers or any person, firm or corporation not specifically excluded by law, desiring to construct, install or locate a pipeline, utility line, cable or other facility within the boundaries of a public roadway/street or easement. Prior to constructing any pipeline, utility line, cable line, etc., a permit shall be secured from the Rogers County Office of the Planning Commission.

The following items are required:

- An appropriate scale drawing showing the location of proposed utility installations.
- "As-built" drawings with top of pipe or cable elevations or ground to line clearances shown every one hundred feet (100')
- An erosion control plan
- Applicable fees (Not applicable to political subdivisions and agencies of the State, public trusts, municipal owned utilities, or rural water districts)
  - Administration Fee: $100.00 (required for all applications)
  - Road Crossing: $150.00 Each (underground bore or overhead installation)
  - Parallel Installation: $0.30 per foot of occupied right-of-way
- Cash Bond in the Form of Cashier's Check (Not applicable to political subdivisions and agencies of the State, public trusts, municipal owned utilities, or rural water districts)
  - $500.00 for Crossing Gravel Rd
  - $1000.00 for Crossing Hard Surface Rd
  - $500.00 for Parallel Install One Mile or Less
  - $500.00 for Additional Parallel Install per Mile

Installation without first securing a permit, shall incur a fee of Two Thousand Five Hundred Dollars ($2,500.00) and no future permit shall be issued until all costs, damages and other requirements of these rules and regulations have been met to the satisfaction of the Rogers County Board of County Commissioners.

ROGERS COUNTY
UTILITY PERMIT

NRS/NRTC PERMIT BUSH-02

PERMIT No._____

This authority executed in the original and three copies this 19th day of Dec, 2025 by the Rogers County Planning Commission, acting for and on behalf of Rogers County, Hereinafter called the County, Witnessed:

That the County does by these presents, grant to:

Applicant: Ryan Lindsey on behalf of Bolt Fiber Attention: _____

Mailing Address: 27039 S 4440 Rd, Vinita, OK 74301

_____ Zip Code: _____ City: _____ State:

Telephone: 618-806-4227 E-mail: rlindsey@nrtc.coop

A permit to erect, construct and maintain a fiber optic cable line on existing poles along, upon or across the hereinafter said for the purpose of transporting, selling, and using broadband internet

and shown on the attached and further described as follows:

LOCATION:

To cross and parallel (Cross or Parallel) County Highway or Local Road all roads listed in data sheet Approximately _____ miles _____ (N.E.S.W.) of approximately 7 miles of roads in the Howard and Bushyhead area on the east side of OK 66 (Nearest County Highway or Local Road Junction)

and further described as: _____ feet _____ (N.E.S.W.) of the _____ (NE, NW, SE, SW)

Corner of Section 2, 4, 8, 9, 10 Township 23N Range 17E

County Rogers Size of line _____ Size of casing _____

The installation will be made in the following manner:

Aerial strand and lash fiber optic cable installed on existing poles along and crossing county roads.

(Boring, pushing, overhead crossing, and other description)

All information requested on the form must be supplied. Drawings clearly illustrating work to be performed within the County maintained roadway right-of-way and all other utility facilities in the area of this permit should be provided with the permit application. A plan view will be sufficient, except where a crossing of this County maintained roadway is involved. Each roadway crossing must be represented by an actual profile and cross-section view, regardless of the type of facility being installed. The owner must self-certify that the facility is located in the corridor approved by the Planning Commission Director.

1. Work to be performed on County right-of-way must have the prior approval of the Planning Commission Director & Board of County Commissioners. The start date and completion date must be provided. Final inspection by the Rogers County Planning Commission will take place at the completion of the project to determine compliance with the approved permit. Under no circumstances will any work be done on County right-of-way until approval has been obtained. No work will be done on County right-of-way on Saturdays, Sundays, Holidays or after dark unless approved by the Planning Commission Director. The Planning Commission Director may require a pre-construction conference.

2. Public utilities or cable television systems shall completely repair or replace any damage, injury or other change to public roads or highways or rights-of-way of this state or any county or municipality which would inconvenience or endanger the public which are caused by the erection, placement, adjustment, construction or maintenance of any public utility or cable television system poles, wires, posts, conduits or other equipment. Okla. Stat. Ann. tit. 69, § 1401 (West)

3. One copy of the approved permit must be kept at the work site for inspection by the Planning Commission Director or his representatives. Applicant is to have an inspector or engineer present at all times during construction to insure that installation is made in accordance with plans and specifications approved by the County. No deviation from the approved plans and specifications will be made without the approval of the Planning Commission Director.

4. The applicant must agree to hold the County harmless for any damage or injury to persons or property caused by or resulting from the construction, maintenance, operation, or repair of his facilities on, under, or over the County right-of-way, and must further agree to reimburse the County for repair of any damage to County facilities caused by the construction, maintenance and/or operation of the facility.

5. No driveways, local roads, County roads, ditch liners, structures or surfaced areas will be cut unless approved by the Planning Commission Director and/or Board of County Commissioners.

6. All work on the County right-of-way is to be done in accordance with current ODOT "Standard Specification for Highway Construction". At the conclusion of such work, the right-of-way must be cleaned up and left in a presentable condition. Cleanup will include replacing any protective grass cover destroyed by trenching or the operation of any equipment, and correcting any other damage that may have been caused, as directed by the Planning Commission Director.

7. The applicant must furnish all flagmen, lights, barricades, and warning signs during the construction, maintenance, or repair of his facilities on the County's right-of-way, as required by County standards and "The Manual on Uniform Traffic Control Devices".

8. In some cases, the applicant must post a performance bond in an amount determined by the Planning Commission Director. Necessity for such bond will be determined by the Planning Commission Director and the bond will be held in his/her office until the right-of-way is in a presentable condition.

9. When notified to do so by the County, the applicant agrees to make all changes in the facilities on County right-of-way within the County's established time period at the applicant's own expense, unless otherwise provided by law or order of the County.

10. **Clearance above the traffic lanes at County highway or local roads at all pole line crossings should comply with applicable safety codes, and will not be less than 20 feet.** All poles, posts, stubs, fixtures, down guys, wires, and other appurtenances must be kept in good repair at all times. Facilities located on the highway right-of-way outside the control of access limits must be kept free of weeds and brush within five feet of the installation. Parallel overhead lines on all highway right-of-way should be limited to single pole construction. All crossing should be as nearly perpendicular as possible. Any deviation must be approved by the Planning Commission Director.

11. All encased crossings should have casing from right-of-way line to right-of-way line and be sealed at both ends with an approved conduit seal (standard neoprene, rubber and comparable seals will be approved) and vented outside the right-of-way lines, unless otherwise approved by the Planning Commission Director. **The top of the conduit should be a minimum of 48 inches below sub-grade, but not less than 30 inches below the bottom of the ditches.** The casing must be designed to sustain roadway loadings, contain and divert from the roadway the contents of the carrier pipe, and have a life expectancy equal to or greater than the carrier pipe. The vents should be sized to allow proper release of carrier pipe contents in case of failure. The minimum pipe size for vents is 2 inch nominal, and the vent must extend a minimum of 36 inches above natural ground level. The owner must install identification markers at each right-of-way line directly above the facility. The markers may be attached to vents or to a right-of-way fence, and should be placed over parallel underground facilities at each change in direction and not more than 1000 foot intervals. The markers may be in the owner's standard design, but must identify the owner stating address and telephone number, size of facility, and must be at least 130 sq. inches in area. They must also be erected at a location plainly visible from within the County right-of-way.

All underground electric cable crossings must be placed in a conduit and be a minimum of 48 inches below the ditch flow lines. Conduit placed beneath a roadway may be steel, HDPE, Heavy Duty PVC or fiberglass if it is designed to withstand highway loading and is properly protected. Encasement for underground power lines, or similar facilities, should comply with the above, except for the installation of vents, and seals, and the ability to contain and divert. Methods for boring the roadway shall be the same as for any other bored crossing. Encasement for underground telephone lines is not required.

Steel pipelines crossing the right-of-way may be installed without encasement if the installation is in accordance with ODOT's "Special Provisions for the Installation of Underground Pipelines...." This Special Provision stipulates in part that carrier pipe material within the right-of-way must be superior to the carrier pipe material outside the right-of-way by being of steel at least one grade better and of the same wall thickness, or a minimum of one wall thickness greater and of the same alloy. Pipe must be 48 inches below the flow line of drainage ditches and all other highway drainage facilities, and must be properly protected from corrosion.

Facilities such as water and sanitary sewer lines, crossing the highway right-of-way may be approved without encasement, if cast or ductile iron, HDPE or material of equal design is used, with the understanding that maintenance in the event of failure will be performed in accordance with the AASHTO publication, "A Policy on the Accommodation of Utilities on Freeway Rights-of-Way" and, more specifically, service will not be rendered from through traffic lanes or ramps. If a replacement facility becomes necessary, replacement will be made by boring or punching under the roadway or by inserting replacement pipe through the existing pipe, or any other approved method that will prevent disturbance of the highway. AC, PVC, or equivalent material lines will not be permitted without the use of a steel or equivalent material, conduit. In any case, all conduit shall be sufficient to withstand roadway loadings.

All underground crossings must be installed by boring or punching or other approved methods. The method and equipment for the installation must be approved by the Planning Commission Director. When boring beneath a roadway, water may be used provided the elevation is a minimum of 5 feet below the sub-grade. Sufficient water for lubricating the bit is acceptable; however, jetting or pressure flushing of the bore will not be permitted. The alignment of the bore is to be established by drilling a pilot hole before beginning the full size bore. When water is used, the annular space outside the conduit or carrier pipe is to have grout placed at a minimum of 10 PSI pressure, to insure against cavities beneath the roadbed. No digging or equipment will be permitted in center medians without special permission from the Planning Commission Director.

When pipe/conduit is placed, construction should be done by either jacking, dry boring, or tunneling. When boring in cohesion less materials, jacking, dry boring, or tunneling shall be done in conjunction with the advancement of a conduit/pipe. When boring in Bentonite Clay or equivalent material, drilling mud shall be required at the ends of the bore for a minimum distance of 1-foot. A natural clay or concrete plug will be acceptable for other bores.

Time to complete a bore shall be kept within the limits of open boring or advancing a conduit that can be properly reamed and cleaned out within one working day. Under no circumstance shall muck or water be left standing inside the bore at the end of a working day, or due to a break-down of equipment of more than eight hours.

If considered necessary, pressure grouting of the voids will be required when the diameter of any bore exceeds the outside diameter of the pipe by 2 inches or more. No trenching will be allowed inside the control of access limits unless approved by the County. In the interest of safety, no trenching shall be performed or equipment parked within 30 feet of the edge of the traffic lanes. In unusual cases where trenching is necessary, a special plan with specifications will be developed by the owner with assistance from the Planning Commission Director, setting out the method for controlling the traffic, placement of the facility and proper restoration of the roadway. These specifications must be approved by the Planning Commission Director.

11. Parallel facilities outside the control of access, but inside the right-of-way, must be installed in the assigned corridor, as approved by the Planning Commission Director. **The utility owner will be responsible for any damage resulting from deviation of the assigned corridor. All buried facilities should be placed at a minimum depth 30 inches, except for power, which should be placed at a minimum of 48 inches below the surface.** All nonferrous lines must have an electrically conductive wire, with test points, or other means of locating the pipe while it is underground. The

ditch must be backfilled to a density equal to the adjacent soil, and a proper vegetative cover established on the area disturbed. **All parallel underground electric cables must be placed a minimum of 48 inches below the surface and marked at each point of change in direction.**

12. The applicant must agree to refrain from disturbing trees, shrubbery, or any part of the landscape without approval of the Planning Commission Director. If it becomes necessary to disturb trees or shrubbery, the applicant's intentions must be plainly stated in the application that will include size and kind of trees and shrubs, and disposition during installation.

13. The Utility agrees to comply with all applicable laws and regulations necessary to meet the Oklahoma Department of Environmental Quality (ODE) requirements for pollution prevention including discharges from storm water runoff on this project. Further, the Applicant agrees as stipulated in the Ode's *General Permit* to secure a storm water permit with the ODE, when required. It is agreed that the project plans and specifications, required schedules for accomplishing the temporary and permanent erosion control work, the storm water pollution prevention plan and the appropriate location map contained in the plans constitute the storm water management plan for the project previously described in the document. The Applicant agrees to have daily operational control of those activities at the site necessary to ensure compliance with plan requirements and permit conditions. The Applicant agrees to file jointly the Notice of Intent (NOI), when required, for a general construction Oklahoma Pollutant Discharge Elimination System (OPDES) permit with ODEQ that authorizes discharges of storm water associated with construction activity from the project site identified in this document.

14. The applicant must be familiar with the AASHTO Policy referred to above, particularly that portion which prohibits the installation or future maintenance of a utility facility from through traffic lanes or ramps.

15. **The applicant must agree to hold the County harmless for any and all damage that the utility facilities might sustain while occupying County right-of-way.**

16. Blasting will not be permitted within the County right-of-way except in unusual cases and only with special approval from the Planning Commission Director.

17. The applicant agrees to notify all owners who have facilities in the area encompassed by this permit. OKIE ONECALL [(800) 522-6543] and the Commissioner for the District will be notified 5 working days prior to the beginning of any work.

This permit may be revoked for noncompliance or failure to begin work within a one-year period of date of approval.

PIPELINES

Size _____

Alloy/Material: _____

Wall Thickness: _____

Contents: _____

Mfg. Test Pressure: _____

Working Pressure: _____

Max. Operating Pressure: _____

ELECTRIC

Voltage _____

Conductor Size: _____

Type of Structure: _____

Ruling Span _____

COMMUNICATIONS

Wires/Pairs/Strands 12 and 24 ct fibers

Gauge on 10m strand

Cable Type fiber optic

12/19/25

(President, Owner, or Authorized Agent - Signature) Date

Missy Richardson 1/2/2026

Planning Commission Director Date

Ryan Lindsey

Print Name

Joseph Terry (317) 418-0848

Local Contact Name and Phone Number

ATTEST:

Chairman of the Board of County Commissioners Date

County Clerk

Member of the Board of County Commissioners Date

(SEAL)

Member of the Board of County Commissioners Date

BEFORE YOU DIG 811 CALL OKIE

05/12/2023

NRSI BOLT FIBER PERMIT BUSH-02 DATA SHEET

ROAD	CROSSING/PARALLEL	OH OR UG	LAT/LONG
E 370	PARALLEL	OH	36.4814, -95.5221
E 370	CROSSING	OH	36.4811, -95.5074
E 370	CROSSING	OH	36.4812, -95.4946
E 370	CROSSING	OH	36.4811, -95.4918
E 370	CROSSING	OH	36.4813, -95.4884
E 370	CROSSING	OH	36.4813, -95.4861
E 370	CROSSING	OH	36.4813, -95.4848
E 370	CROSSING	OH	36.4812, -95.4835
E 370	CROSSING	OH	36.4812, -95.4795
S 4210	PARALLEL	OH	36.4811, -95.5074
S 4210	CROSSING	OH	36.5009, -95.5074
S 4210	CROSSING	OH	36.4984, -95.5080
S 4210	CROSSING	OH	36.5101, -95.5072
E 350 RD	PARALLEL	OH	36.5105, -95.5096
E 360 RD	PARALLEL	OH	36.495854, -95.483955
E 360 RD	CROSSING	OH	36.4959, -95.4726
S 4230	PARALLEL	OH	36.4957, -95.4715
S 4230	CROSSING	OH	36.4957, -95.4715
S 4230	CROSSING	OH	36.4898, -95.4717

BOLT

A subsidiary of NOEC
A division of NRS

NRSI, DBA: BOLT Fiber Contact:

Mailing Address
P.O. Box 399, Vinita, OK 74301

Physical Address
27039 S 4440 Rd, Vinita, OK 74301
600 S Main St, Grove, OK 74344

Phone
Local: (918) 256-9350
Toll Free: (844) 256-BOLT

ROGERS COUNTY PERMIT

PERMIT: BUSH-02

DESCRIPTION:
PROPOSED AERIAL FIBER OPTIC CABLE PARALLEL AND CROSSING VARIOUS COUNTY ROADS NORTH OF BUSHYHEAD

LOCATION:
CHELSEA, OK 74016
ROGERS COUNTY
(36.481331, -95.52205)

RELEASE / REVISION LOG

#	DATE	DESCRIPTION	DRN BY	APPR BY
R0	12/15/2025	INITIAL RELEASE TO PERMITTING AUTHORITY	AD	RML

VICINITY MAP

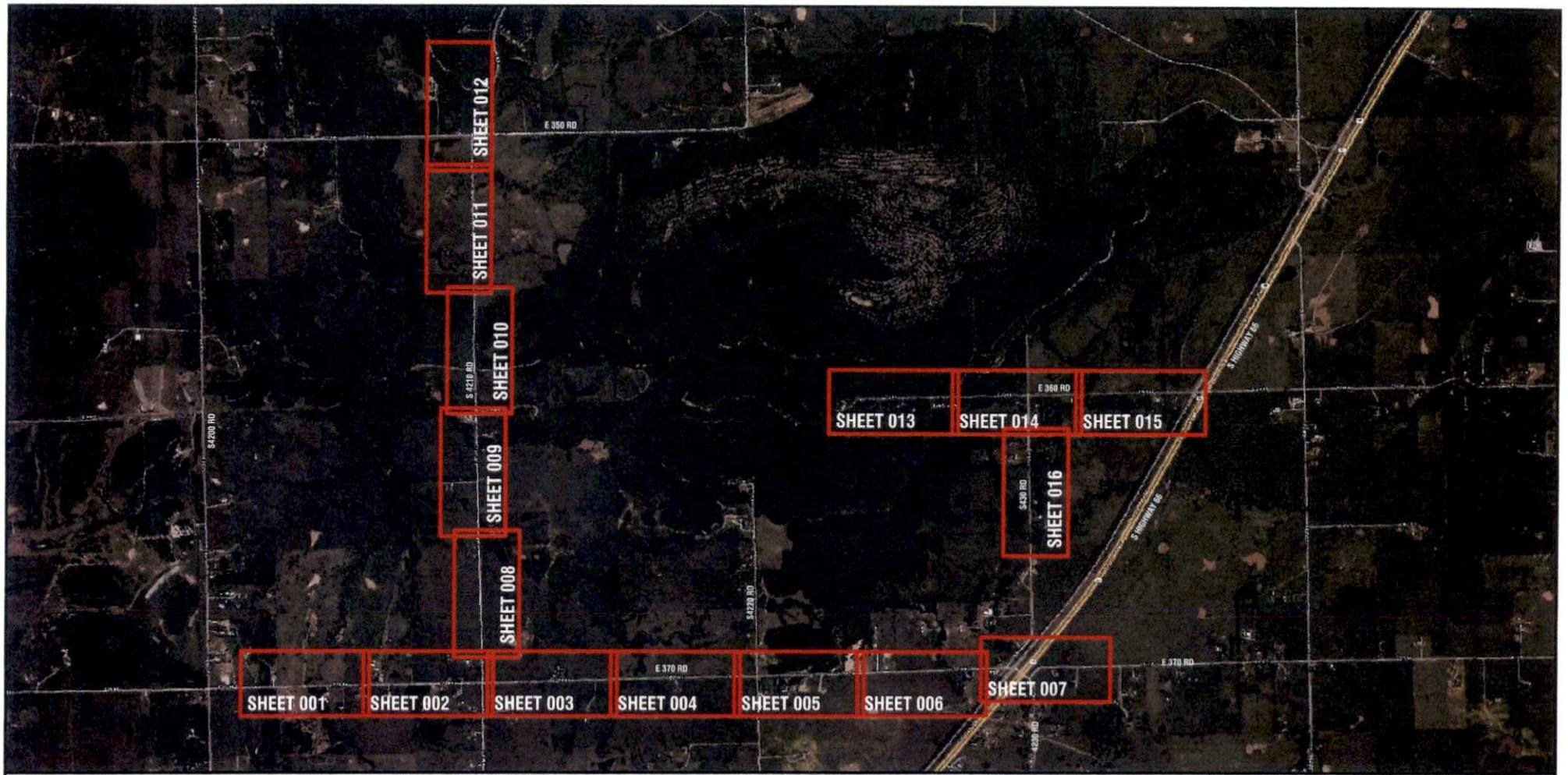


PERMITTING CONTACT:
RYAN LINDSEY
MANAGER, PERMITTING SERVICES
NRTC BROADBAND SOLUTIONS
rlindsey@nrtc.coop

nrtc
Member driven. Technology focused.
2121 COOPERATIVE WAY,
HERNDON, VA 20171
Phone: (703) 787-0874
Web: www.nrtc.coop

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PLAN VIEW

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MEMBER	NRSI DBA BOLT FIBER
PROJECT	BUSH-02
RELEASE	R0 - 12/15/2025
SHEET TITLE	VICINITY MAP

GENERAL NOTES

1. IMPORTANT NOTICE: CALL UNDERGROUND SERVICE ALERT, 811 THREE DAYS BEFORE YOU DIG.
2. CONTRACTOR SHALL BE RESPONSIBLE FOR POT HOLING/LOCATING OF ALL EXISTING UTILITIES THAT CROSS THE PROPOSED RUNNING LINE AND MUST MAINTAIN A 1' MIN. VERTICAL CLEARANCE.
3. CONTRACTOR SHALL MAKE EXPLORATION EXCAVATIONS AND LOCATE EXISTING FACILITIES SUFFICIENTLY AHEAD OF CONSTRUCTION.
4. IF ANY EXISTING SHRUBS, PLANTS, TREES, HARDSCAPE OR LANDSCAPE IS DAMAGED OR REMOVED DURING DEMOLITION OR CONSTRUCTION, IT SHALL BE REPAIRED AND/OR REPLACED IN KIND TO ITS ORIGINAL CONDITION.
5. OBSTRUCTIONS SUCH AS FENCES, MAILBOXES, METER BOXES, ETC. SHALL BE AVOIDED OR REMOVED. ANY REMOVED ITEMS SHALL BE REINSTALLED TO ORIGINAL OR BETTER CONDITION.
6. CONTRACTOR SHALL COMPLY WITH ALL REQUIREMENTS AS STATED BY THE VARIOUS PERMITS OBTAINED FOR THE PROJECT.
7. CONTRACTOR SHALL PROVIDE PROPER SIGNING, FLAGGING, AND BARRICADING.
8. ADEQUATE PEDESTRIAN AND VEHICLE ACCESS FOR INGRESS AND EGRESS FROM PROPERTIES NEAR CONSTRUCTION ZONE SHALL BE MAINTAINED AT ALL TIMES.
9. CONTRACTOR SHALL KEEP ALL TRAFFIC LANES, APPROACHES, AND INTERSECTIONS CLEAR FOR TRAFFIC DURING NON-WORKING HOURS.
10. CONTRACTOR SHALL NOT DISRUPT POSTAL SERVICE. ANY US POSTAL BOXES THAT MUST BE REMOVED /RELOCATED BY CONTRACTOR SHALL BE REINSTALLED THE SAME DAY. CONTRACTOR SHALL COORDINATE SUCH MOVES WITH PROPERTY OWNERS AND THE US POST OFFICE.
11. CONTRACTOR SHALL NOTIFY PROPERTY OWNERS AND/OR OCCUPANTS NO LESS THAN 24 HOURS PRIOR TO ANY DISRUPTION OF THEIR DRIVEWAYS. PAVED SURFACES DAMAGED BY CONSTRUCTION SHALL BE REPAIRED WITH SAME TYPE OF MATERIAL AS ORIGINALLY CONSTRUCTED WITHIN TWO WEEKS.
12. TRENCHES IN PAVED SURFACES SHALL BE SAW-CUT TO A FULL DEPTH.

ABBREVIATIONS

BHF	BURIED HANDHOLE FOR FIBER
DC	DRIVEWAY CLEARANCE
FE	FIELD ENTRANCE
MS	MIDSPAN
NU	NEUTRAL
OH	OVERHEAD
OHG	OVERHEAD GUY
HHM	HAND HOLE MOUNTED
POM	POLE MOUNTED
PC	PARKING LOT CLEARANCE
PE	PASTURE ENTRANCE
PED	PEDESTAL
RC	ROAD CLEARANCE
RRC	RAILROAD CLEARANCE
RRX	RAILROAD CROSSING
SUB	SUBSTATION
VMT	VAULT MOUNTED
UG	UNDERGROUND CONDUIT
U2	DOUBLE UG CONDUIT
U3	TRIPLE UG CONDUIT
U4	QUAD UG CONDUIT

LEGEND

EDGE OF PAVEMENT

RIGHT OF WAY

ROAD CENTERLINE

RAILROAD

COUNTY/STATE LINE

WATER

FENCE

FOLIAGE

123 OVERHEAD FIBER CABLE W/ SPAN FOOTAGE

123 UNDERGROUND FIBER CABLE W/ SPAN FOOTAGE

UTILITY POLE W/ DOWN GUY ANCHOR

UTILITY POLES W/ OVERHEAD GUY

UG FIBER CONDUIT - BORE

UG FIBER CONDUIT - PLOW

UG FIBER CONDUIT - TRENCH

UG UTILITY - OTHER

EXISTING UG UTILITY - WATER

EXISTING UG UTILITY - TELEPHONE

EXISTING UG UTILITY - GAS

EXISTING UG UTILITY - DRAIN/CULVERT

UTILITY POLE TYPES

EXISTING

PROPOSED

REPLACE

REMOVE

HANDHOLE

BORE PIT

PEDESTAL

EQUIPMENT / MISC. SYMBOLS

LOCATION PIN

BURIED MARKER

NORTH ARROW

PROFILE CALLOUT

1
A

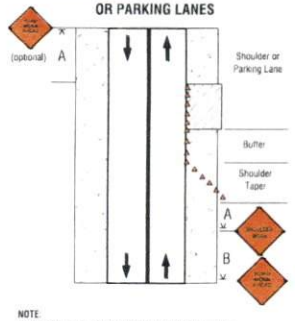
SHEET NO

PROFILE LETTER

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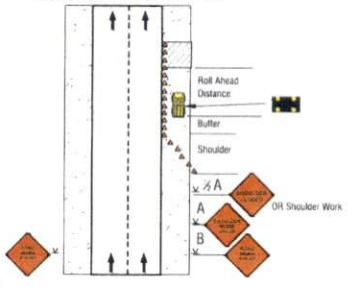
PROJECT NUMBER	NRSI DBA BOLT FIBER
PROJECT	BUSH-02
RELEASE	R0 - 12/15/2025
SHEET TITLE	GENERAL NOTES AND LEGEND

WORK ON PAVED SHOULDERS ≥8FT. OR PARKING LANES



NOTE:
WORKERS or UTILITY WORK AHEAD signs may be used instead of the SHOULDER WORK or ROAD WORK AHEAD signs.

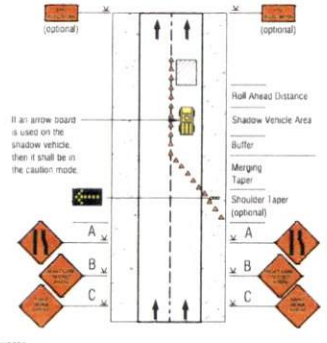
PAVED SHOULDER ≥8FT. CLOSED ON DIVIDED ROADWAY



NOTES:
1. SHOULDER CLOSED signs should be used on limited-access highways where there is no opportunity for disabled vehicles to pull off the travelled way.
2. UTILITY WORK AHEAD or WORKERS signs may be used instead of the ROAD WORK AHEAD sign.
3. Use of an arrow display is optional. If used, it shall be operated in the caution mode.
4. ≤ 40mph speed limit, shadow vehicle optional.

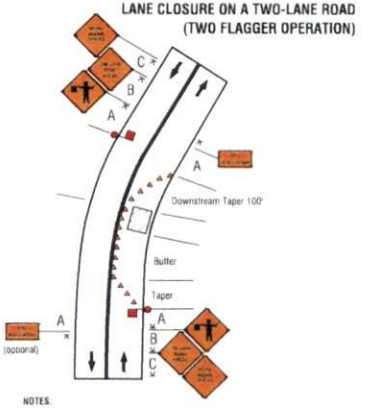
SHADOW VEHICLES CANNOT BE USED AS WORK VEHICLES

LANE CLOSURE ON A DIVIDED ROADWAY OR ONE WAY STREET



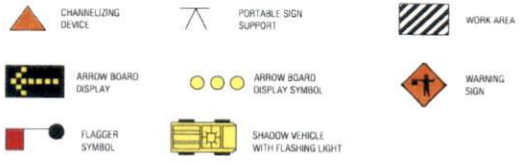
NOTES:
1. When a side road intersects the roadway within the work zone, additional devices shall be erected to channelize traffic to/from the side road, and a ROAD WORK AHEAD sign shall be placed on each side road approach.
2. On non-freeway multi-lane roads in urban areas, the sign spacing may be reduced.
3. ≤ 40mph speed limit, shadow vehicle optional.

LANE CLOSURE ON A TWO-LANE ROAD (TWO FLAGGER OPERATION)



NOTES:
1. The flagger or flaggers shall use approved flagging procedures according to the MUTCD.
2. If there is a side road intersection within the work area, additional traffic control such as flaggers and appropriate signage may be needed on the side road approaches.

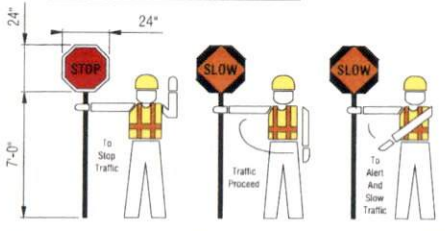
LEGEND



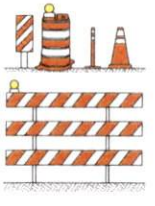
FLAGGER STANDARDS AND PROCEDURES

If flaggers are used they must be properly trained and equipped at all times.

Only 24" Diameter Stop/Slow paddles are allowed while flagging on State Right-Of-Way



ACCEPTABLE CHANNELIZING DEVICES



1. Stripes on barricade rails slope downward at an angle of 45 degrees toward the direction traffic is to pass.
2. Barricade rail stripe widths shall be 6 inches except where rail lengths are less than 36 inches. Then, 4 inch wide stripes may be used.
3. The sides of barricades facing traffic shall have retroreflective rail faces.
4. All channelizing devices shall meet AASHTO Manual for Assessing Safety Hardware (MASH) Requirements.

Spacing On Tapers:
The distance in feet equal to the speed limit in mph.
Spacing Alongside the Work Area:
The distance in feet equal to 2.0 times the speed limit in mph.
Spacing for Straight-a-Ways:
- 20 to 40 mph: 1 cone for every 40' (every skip)
- 40 to 55 mph: 1 cone for every 80' (every other skip)
- 60 mph & above: 1 cone for every 120' (every 3 skips)

SIGN SPACING (FEET)

	25 - 30 mph	35 - 40 mph	45 - 55 mph	Multilane Divided 50 mph or higher	Expressway/ Freeway
A	100	350	500	1000	1000
B	100	350	500	1600	1600
C	100	350	500	2640	2640

Distances shown are approximate. Sign spacing should be adjusted for curves, hills, intersections, driveways, etc., to improve sign visibility.

OPTIONAL SKIPS-BASED TAPERS (FOR A 12 FT WIDE CLOSURE)

	Speed (MPH)	Shoulder Tapers				Shifting Tapers				Merging Tapers			
		L	#S	CS	#C	L	#S	CS	#C	L	#S	CS	#C
Low Speed	20	80	2	20	5	80	2	20	5	160	4	20	9
	25	80	2	20	5	80	2	20	5	160	4	20	9
	30	80	2	20	5	120	3	20	7	200	5	20	11
	35	120	3	20	7	160	4	20	9	280	7	20	15
	40	120	3	40	5	160	4	40	5	320	8	40	9
High Speed	45	200	5	40	6	280	7	40	8	560	14	40	16
	50	200	5	40	6	320	8	40	9	600	15	40	17
	55	240	6	40	7	360	9	40	10	680	17	40	18
	60	240	6	40	7	360	9	40	10	720	18	40	19
	65	280	7	60	6	400	10	60	8	800	20	60	15
	70	280	7	60	6	440	11	60	9	840	21	60	15

2-Way & Downstream Tapers are always 100/2.5/20/7

L = Length (ft) | #S = Number of Skips | CS = Cone Spacing (ft) | #C = Number of Cones

GUIDELINES FOR BUFFER LENGTHS AND DISTANCE OF FLAGGER STATION IN ADVANCE OF THE WORKSPACE

Speed (MPH)	MUTCD Based Buffer Length (ft)	Optional Skips Based	
		Buffer Length (ft)	Number of Skips
20	110	120	3
25	155	160	4
30	200	200	5
35	250	280	7
40	305	320	8
45	360	360	9
50	425	440	11
55	495	520	13
60	570	600	15
65	645	680	17
70	730	760	19

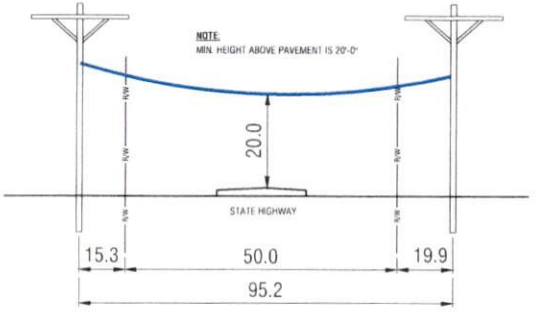
ROLL-AHEAD DISTANCES

Speed	Stationary	Mobile
≤ 45 mph	100 ft	150 ft
50 - 55 mph	150 ft	200 ft
60 - 65 mph	200 ft	275 ft
70 mph	225 ft	325 ft

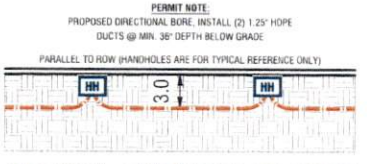
PERMIT NOTE:
ALL TRAFFIC CONTROL SHALL BE IN ACCORDANCE WITH THE MOST CURRENT ADDITION OF PART 6 OF THE MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES (MUTCD).

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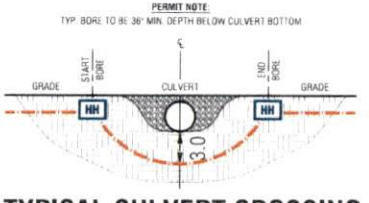
PROJECT NUMBER	NRSI DBA BOLT FIBER
RELEASE	BUSH-02
SHEET TITLE	R0 - 12/15/2025
	TRAFFIC CONTROL



TYPICAL AERIAL HIGHWAY CROSSING



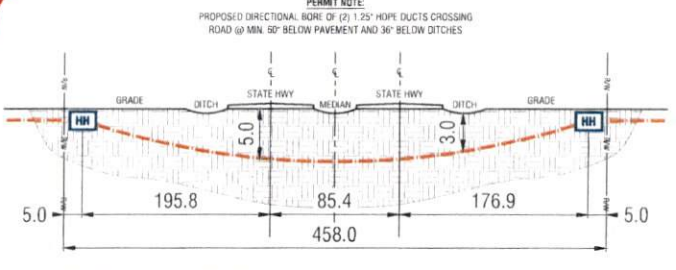
TYPICAL PARALLEL TO ROW



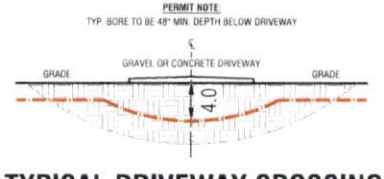
TYPICAL CULVERT CROSSING

ROGERS COUNTY NOTE:
NO UNDERGROUND
PROPOSED IN THIS
PERMIT

ALL LATERAL DIMENSIONS ARE FOR EXAMPLE ONLY



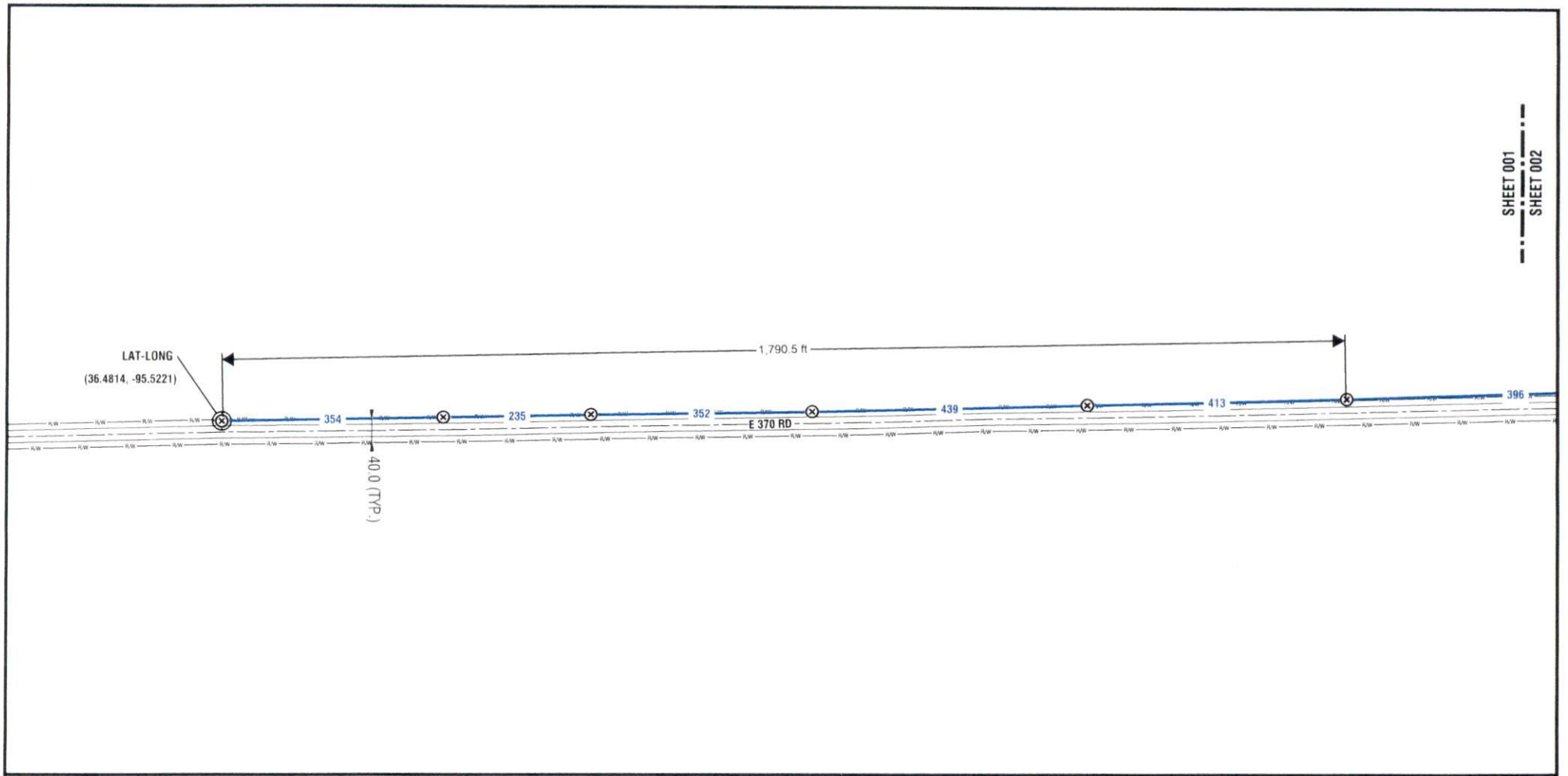
TYPICAL UNDERGROUND HIGHWAY CROSSING



TYPICAL DRIVEWAY CROSSING

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PROJECT NUMBER	NRSI DBA BOLT FIBER
DRAWING	BUSH-02
RELEASE	R0 - 12/15/2025
SHEET TITLE	TYP. CROSSING PROFILES

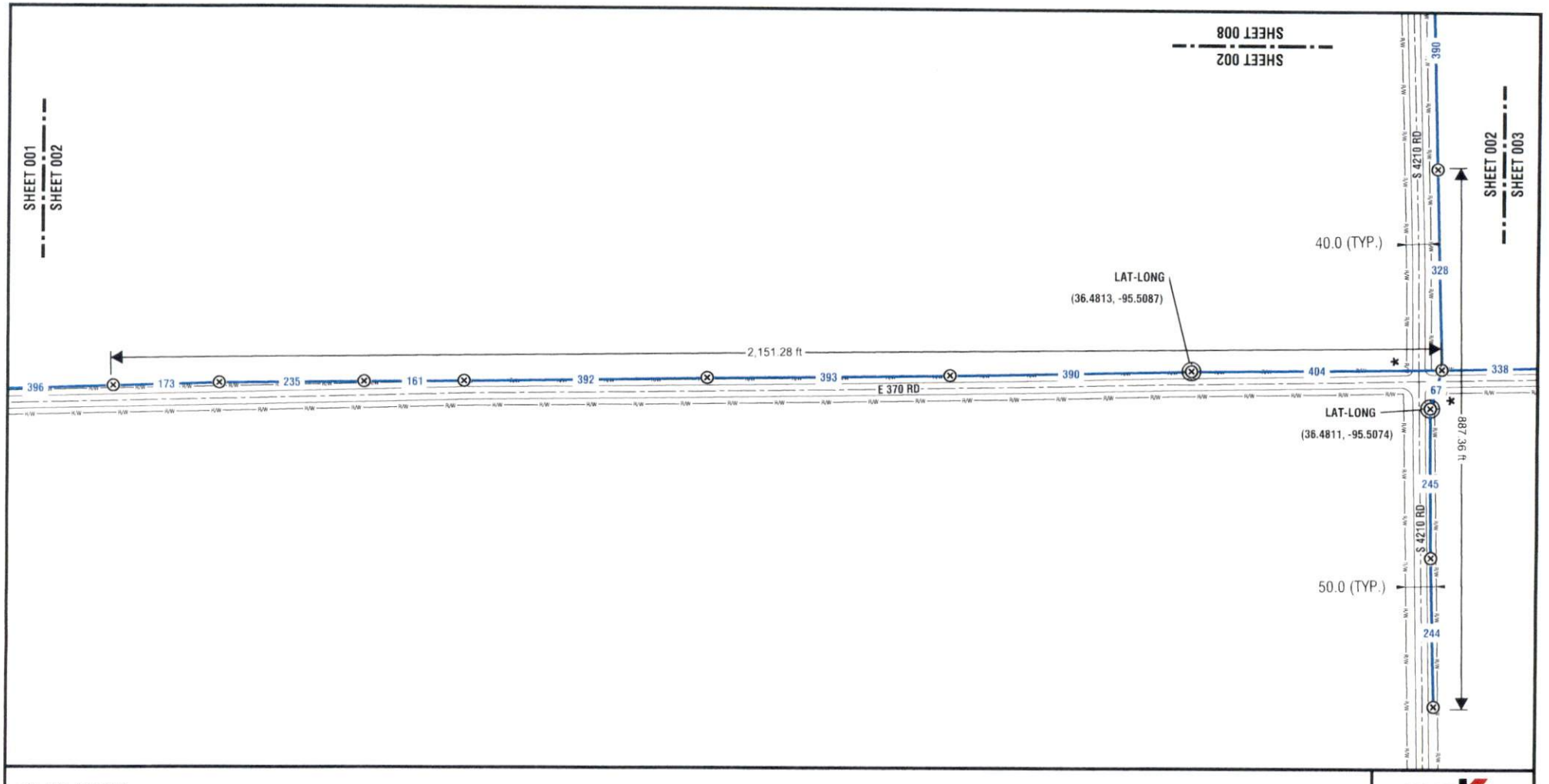


PLAN VIEW

GRAPHIC SCALE
0 150

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PROJECT NUMBER	NRSI DBA BOLT FIBER
PROJECT	BUSH-02
RELEASE	R0 - 12/15/2025
SHEET TITLE	**PERMIT DETAILS SHEET 001**



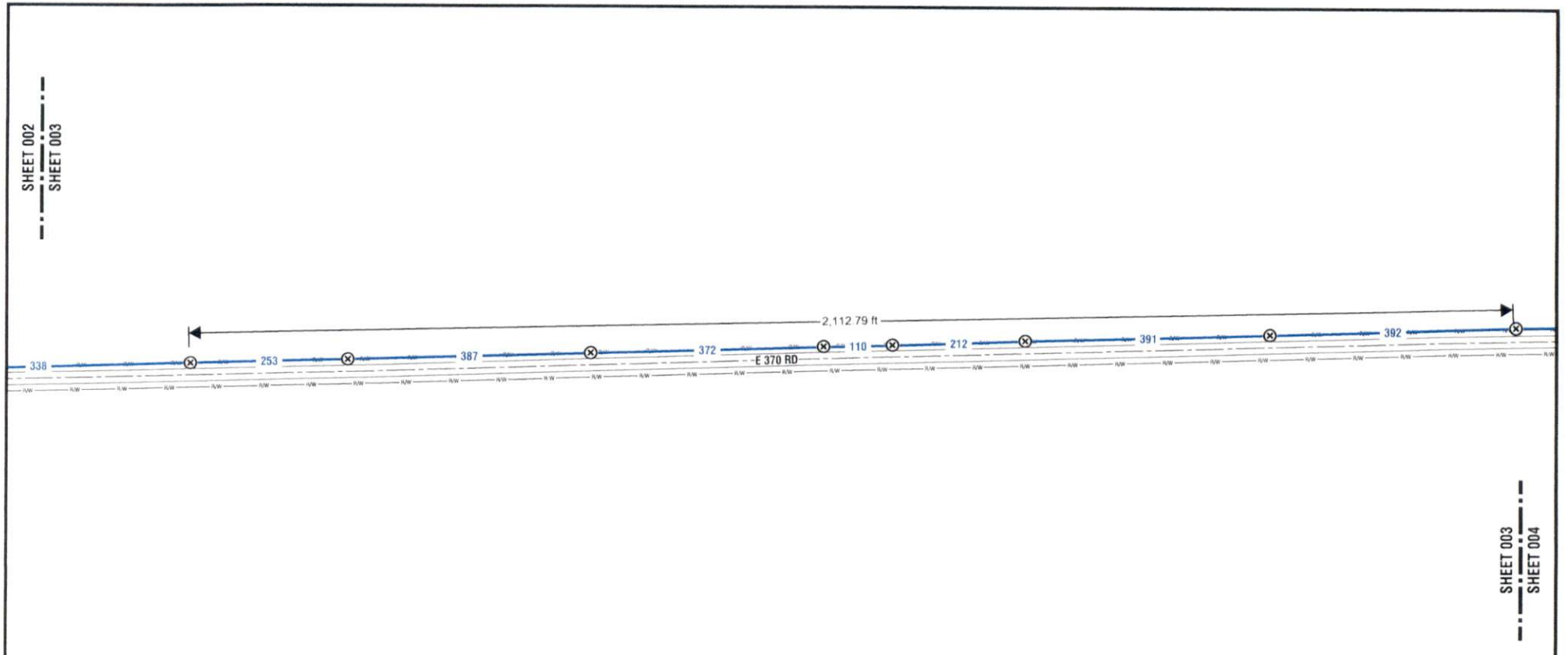
PLAN VIEW

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0 150

* **PERMIT NOTE:**
SEE "TYP. CROSSING PROFILES" SHEET FOR
STANDARD CROSSING DETAIL AND CLEARANCE *

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PROJECT NUMBER	NRSI DBA BOLT FIBER
PERMIT	BUSH-02
REVISED	R0 - 12/15/2025
SHEET TITLE	**PERMIT DETAILS SHEET 002**

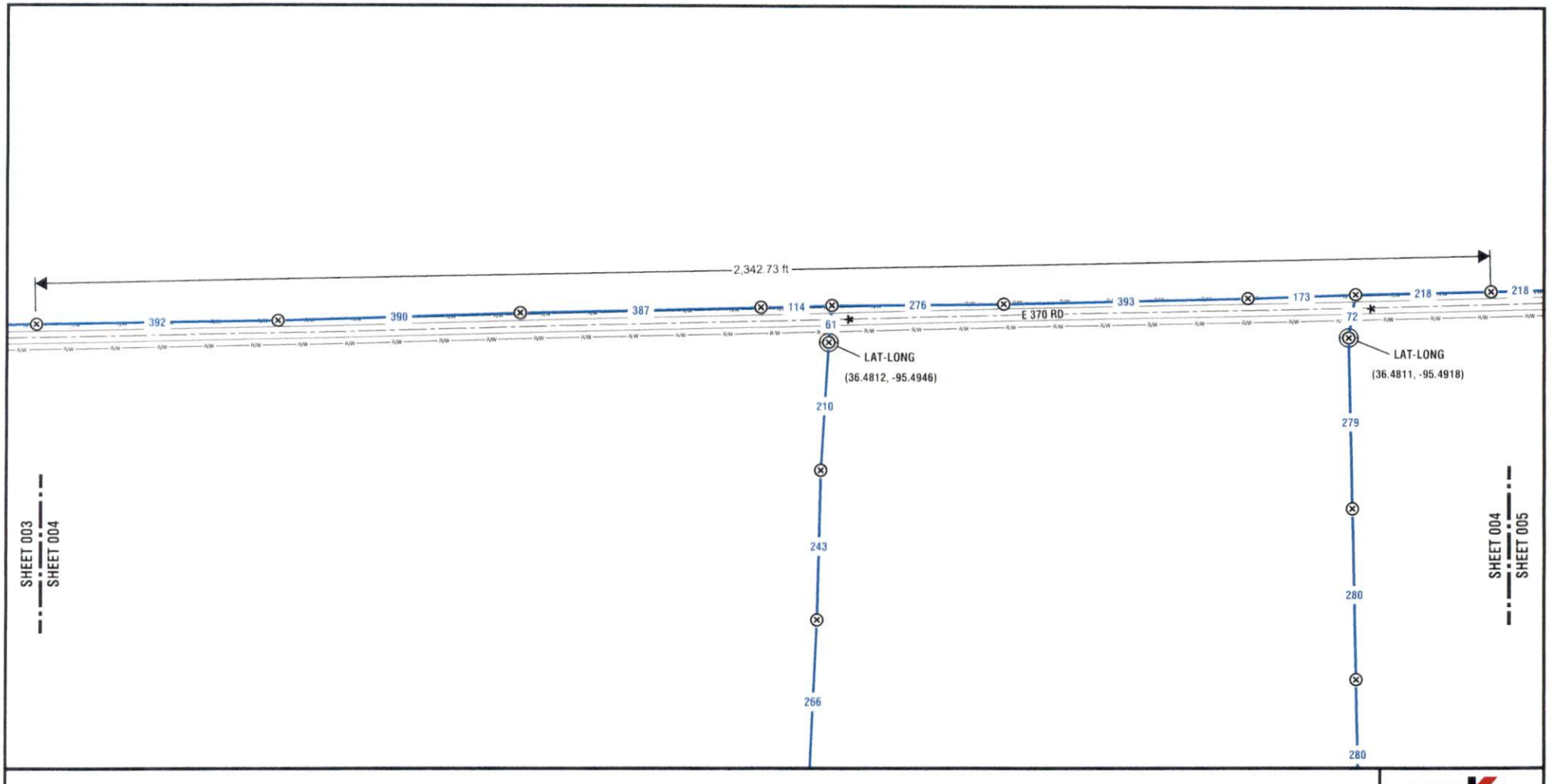


PLAN VIEW

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PROJECT NUMBER	NRSI DBA BOLT FIBER
PROJECT	BUSH-02
RELEASE	R0 - 12/15/2025
SHEET TITLE	**PERMIT DETAILS SHEET 003**



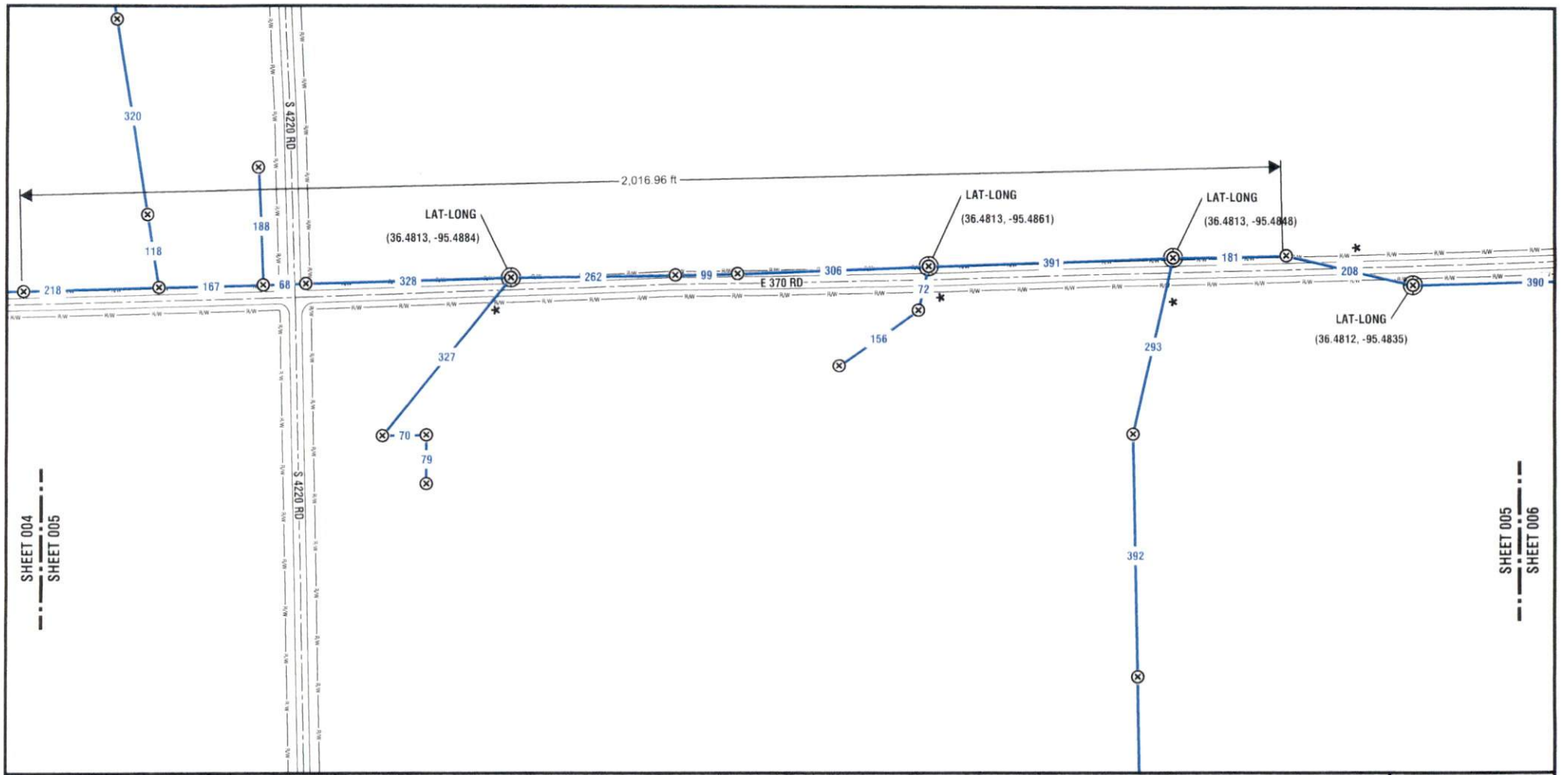
PLAN VIEW

GRAPHIC SCALE
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* **PERMIT NOTE:**
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MEMBER	NRSI DBA BOLT FIBER
PROJECT	BUSH-02
RELEASE	R0 - 12/15/2025
SHEET TITLE	**PERMIT DETAILS SHEET 004**



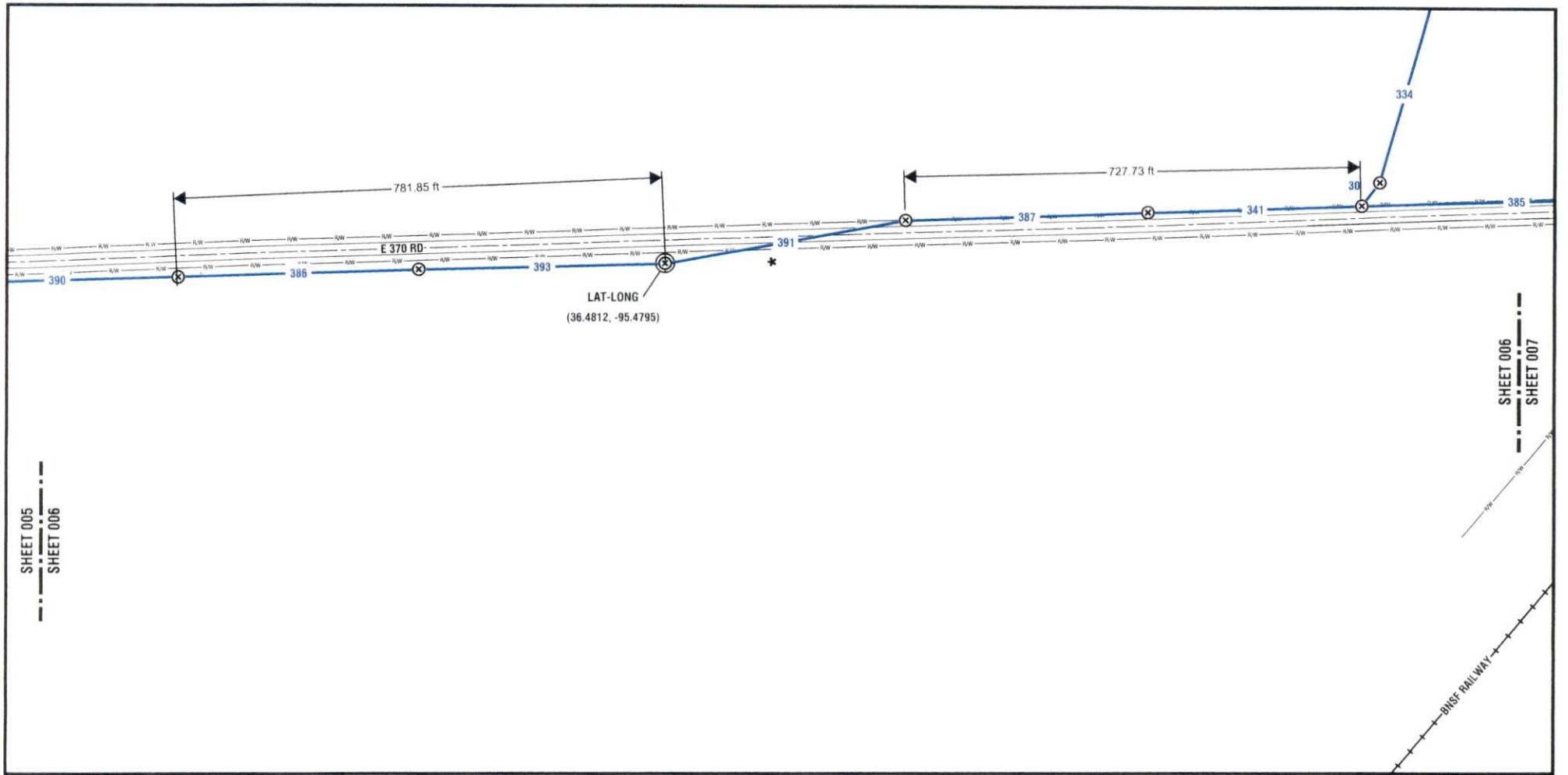
PLAN VIEW

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0 150

* **PERMIT NOTE:**
SEE "TYP. CROSSING PROFILES" SHEET FOR STANDARD CROSSING DETAIL AND CLEARANCE *

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PROJECT NAME	NRSI DBA BOLT FIBER
PROJECT GROUP	BUSH-02
RELEASE	R0 - 12/15/2025
SHEET TITLE	**PERMIT DETAILS SHEET 005**



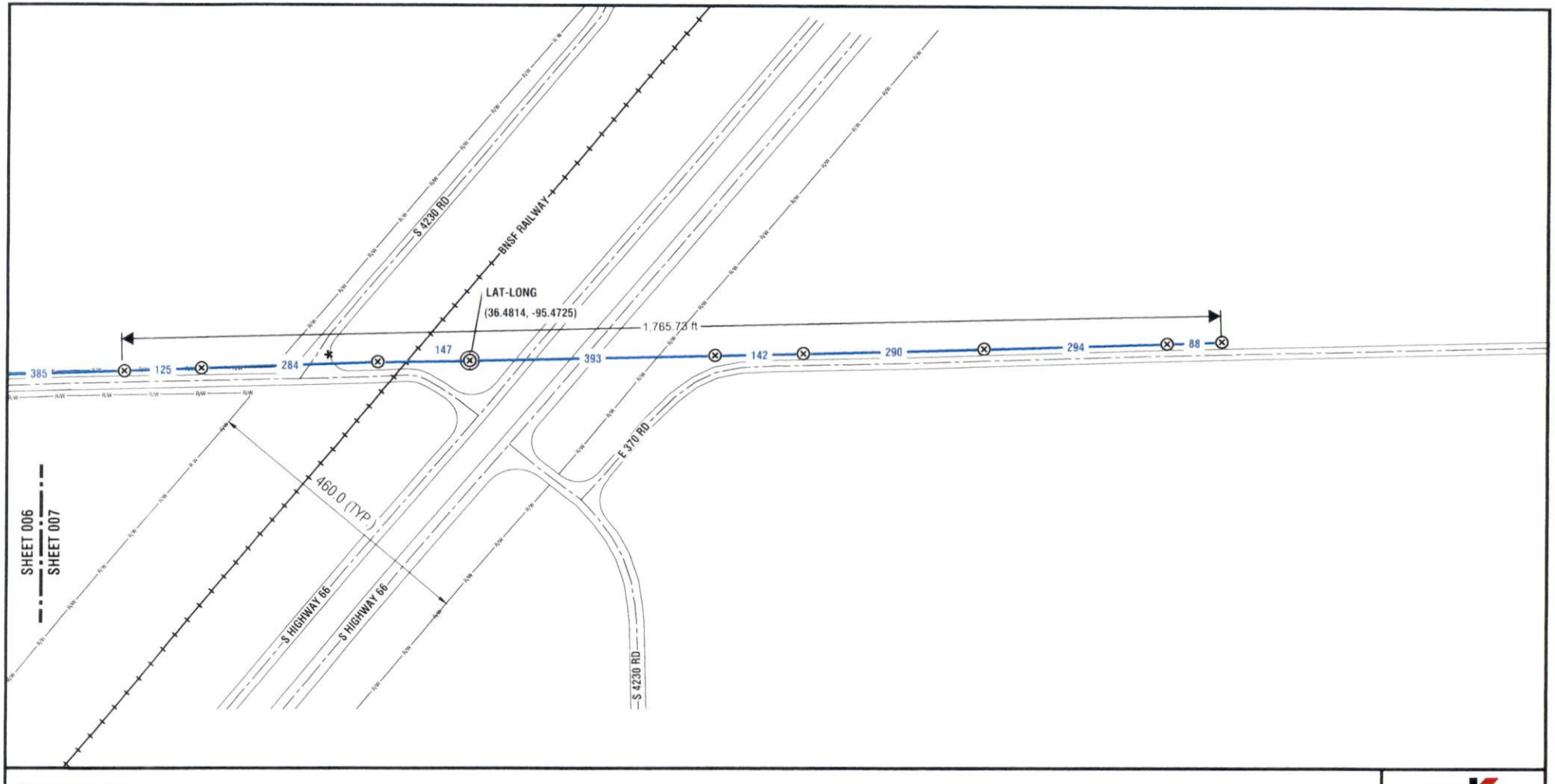
PLAN VIEW

GRAPHIC SCALE
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* **PERMIT NOTE:**
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PROJECT NUMBER	NRSI DBA BOLT FIBER
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	R0 - 12/15/2025
SHEET TITLE	**PERMIT DETAILS SHEET 006**



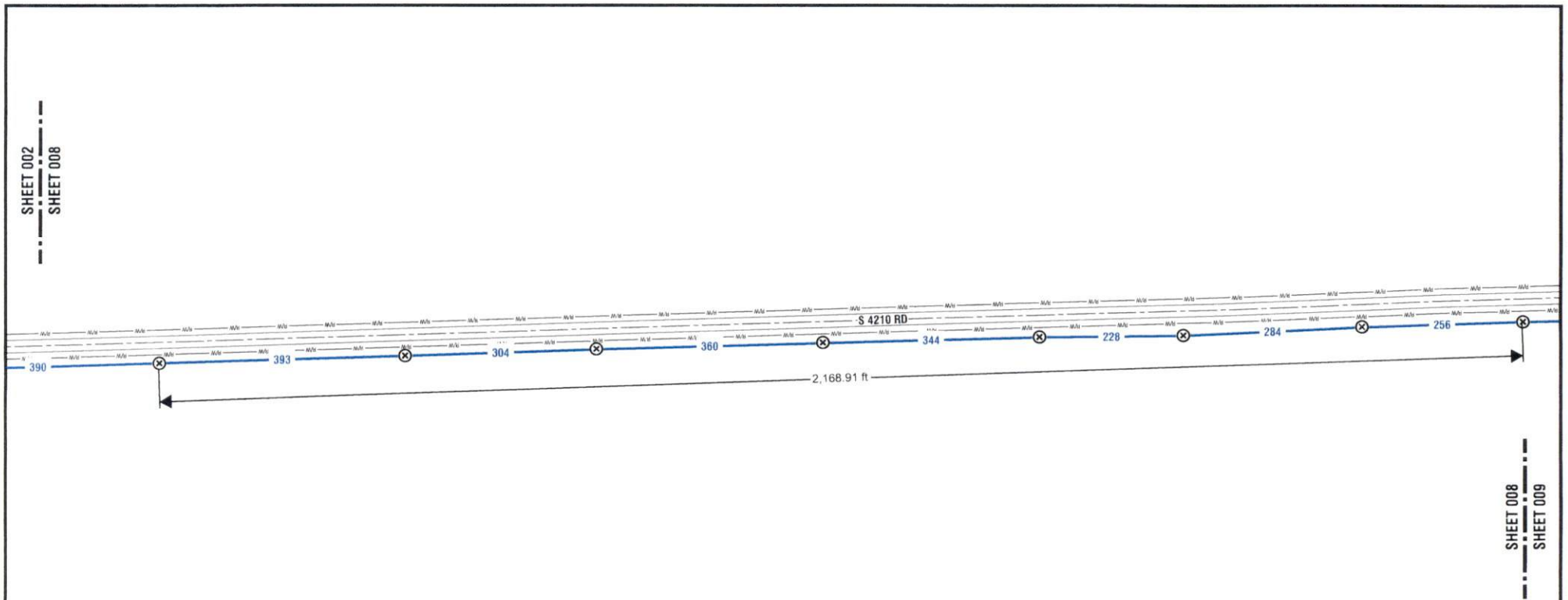
PLAN VIEW

GRAPHIC SCALE
0 150

* **PERMIT NOTE:**
SEE "TYP. CROSSING PROFILES" SHEET FOR
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MEMBER	NRSI DBA BOLT FIBER
PROJECT	BUSH-02
RELEASE	R0 - 12/15/2025
SHEET TITLE	**PERMIT DETAILS SHEET 007**

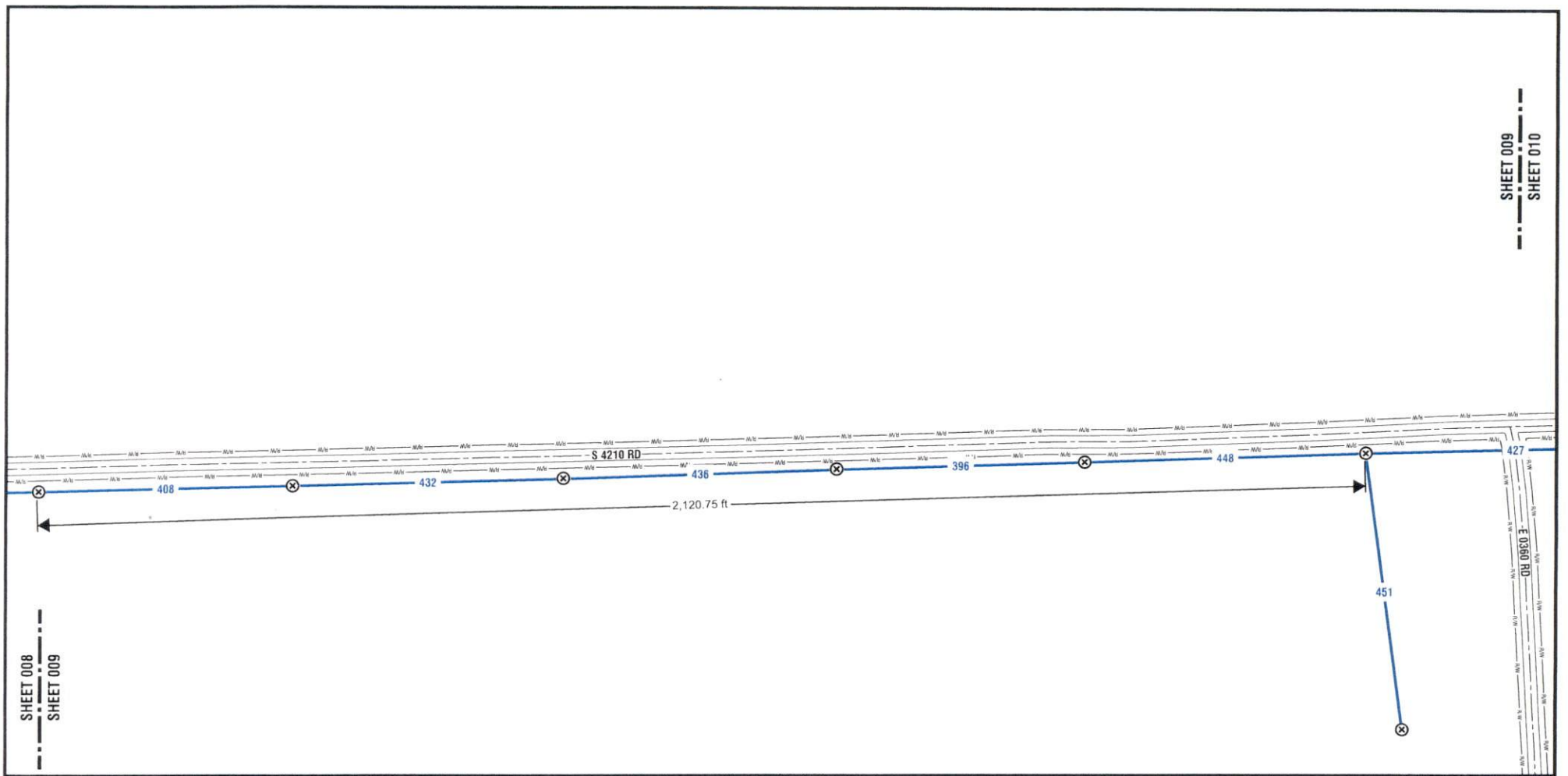


PLAN VIEW

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JOB NUMBER	NRSI DBA BOLT FIBER
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SHEET TITLE	**PERMIT DETAILS SHEET 008**

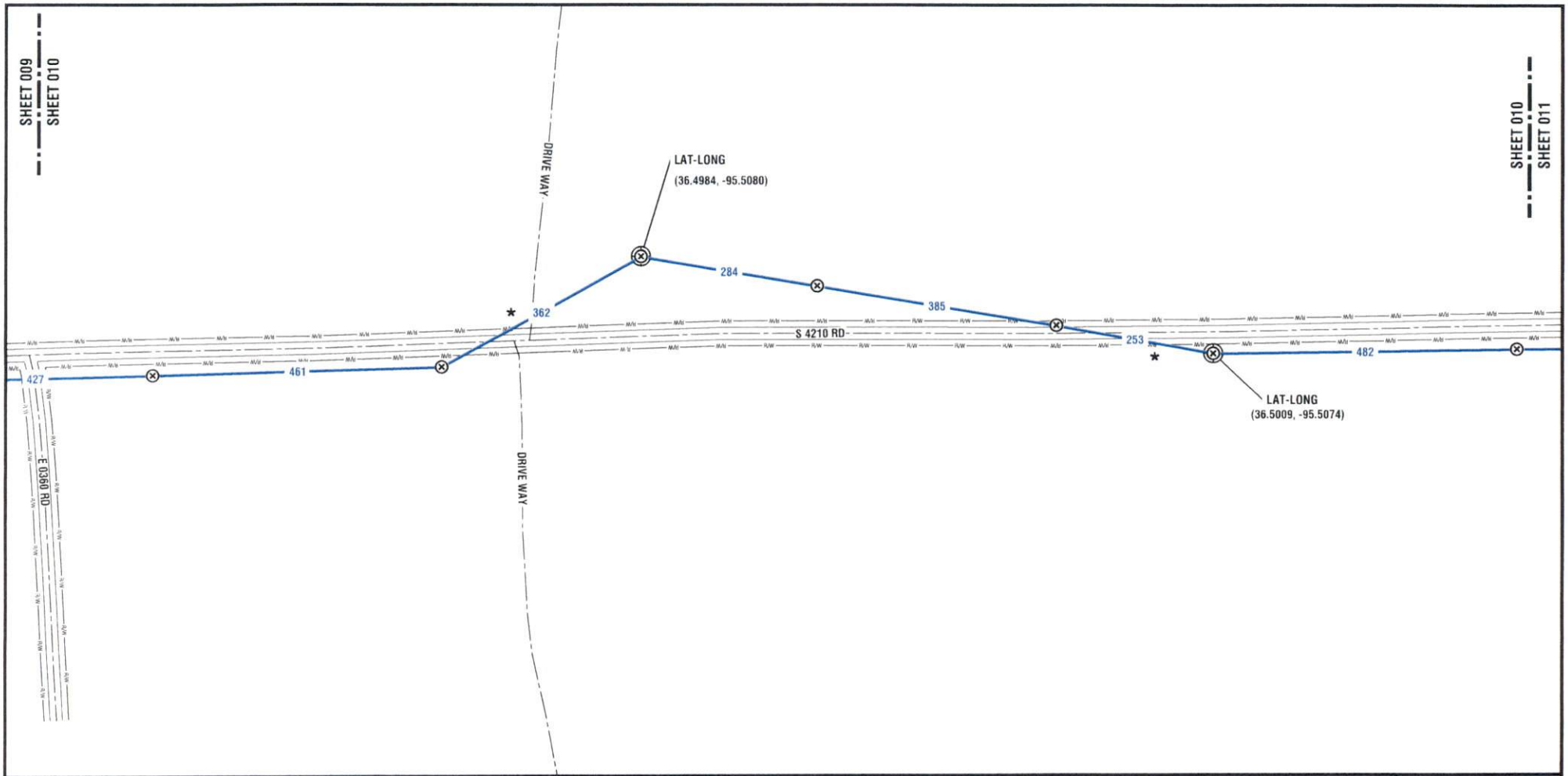


PLAN VIEW

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ASP NUMBER	NRSI DBA BOLT FIBER
PERMIT	BUSH-02
RELEASE	R0 - 12/15/2025
SHEET TITLE	**PERMIT DETAILS SHEET 009**



PLAN VIEW

GRAPHIC SCALE
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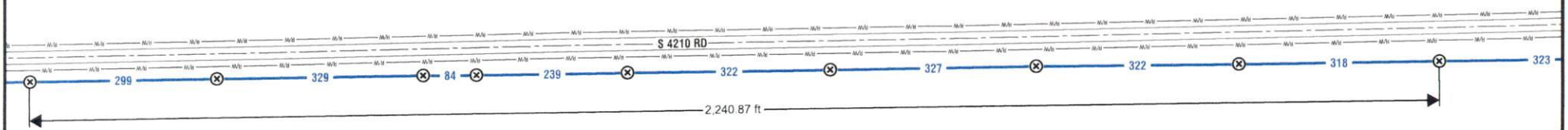
* **PERMIT NOTE:**
SEE "TYP. CROSSING PROFILES" SHEET FOR
STANDARD CROSSING DETAIL AND CLEARANCE *

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AWARD	NRSI DBA BOLT FIBER
PGRP	BUSH-02
RELEASE	R0 - 12/15/2025
SHEET TITLE	**PERMIT DETAILS SHEET 010**

SHEET 010
SHEET 011

SHEET 011
SHEET 012

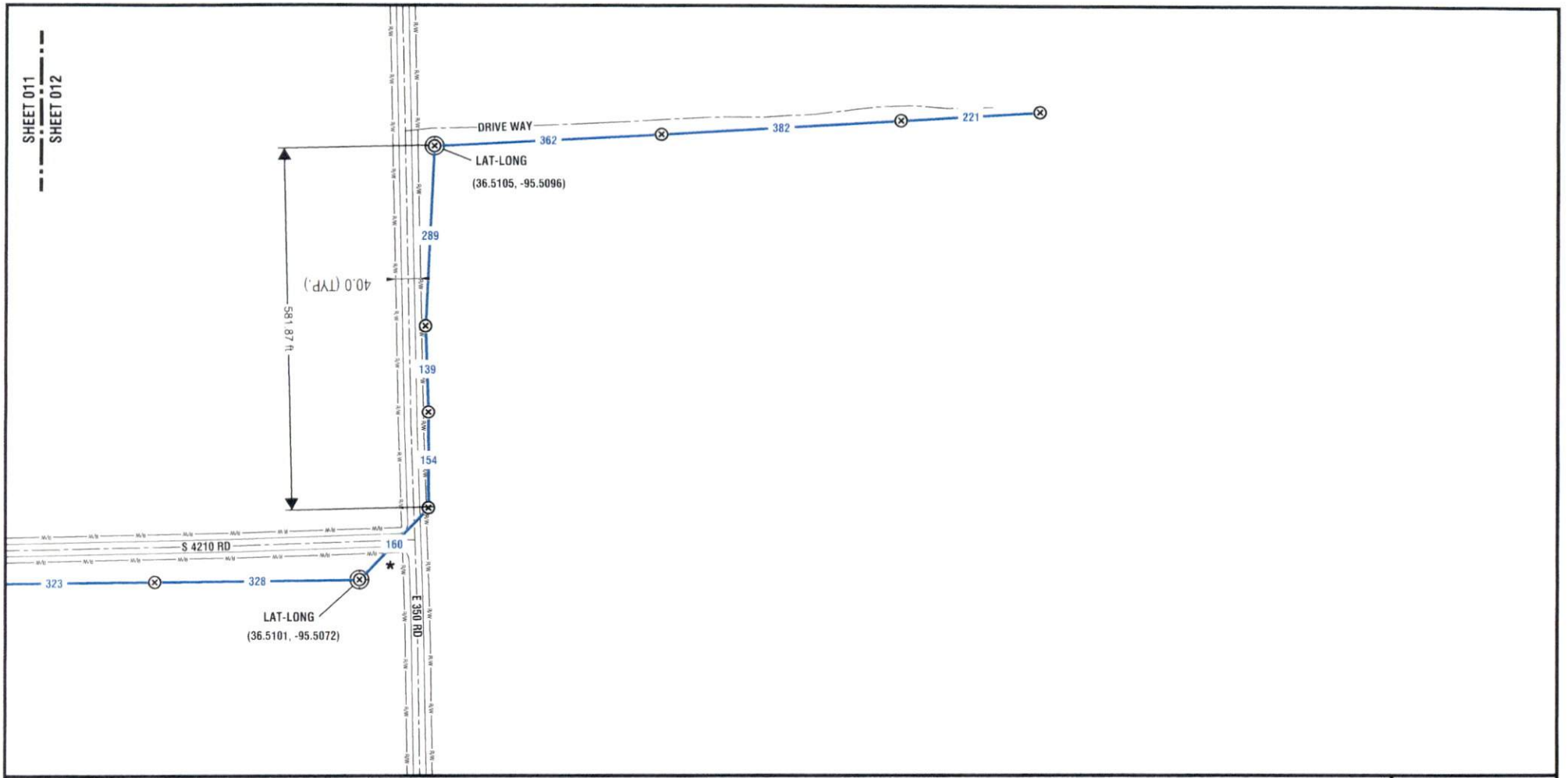


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MEMBER	NRSI DBA BOLT FIBER
PERMIT	BUSH-02
RELEASE	R0 - 12/15/2025
SHEET TITLE	**PERMIT DETAILS SHEET 011**



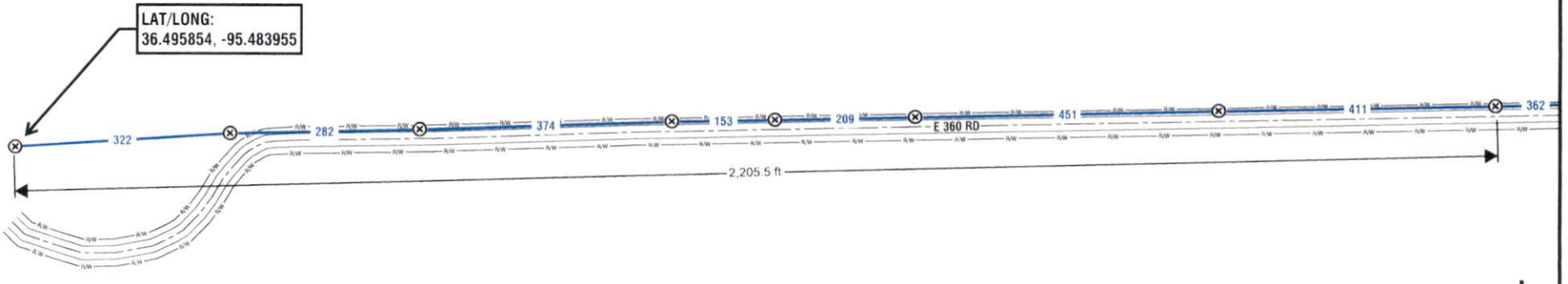
PLAN VIEW

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* **PERMIT NOTE:**
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STANDARD CROSSING DETAIL AND CLEARANCE *

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AGENCY	NRSI DBA BOLT FIBER
PROJECT	BUSH-02
RELEASE	R0 - 12/15/2025
SHEET TITLE	**PERMIT DETAILS SHEET 012**



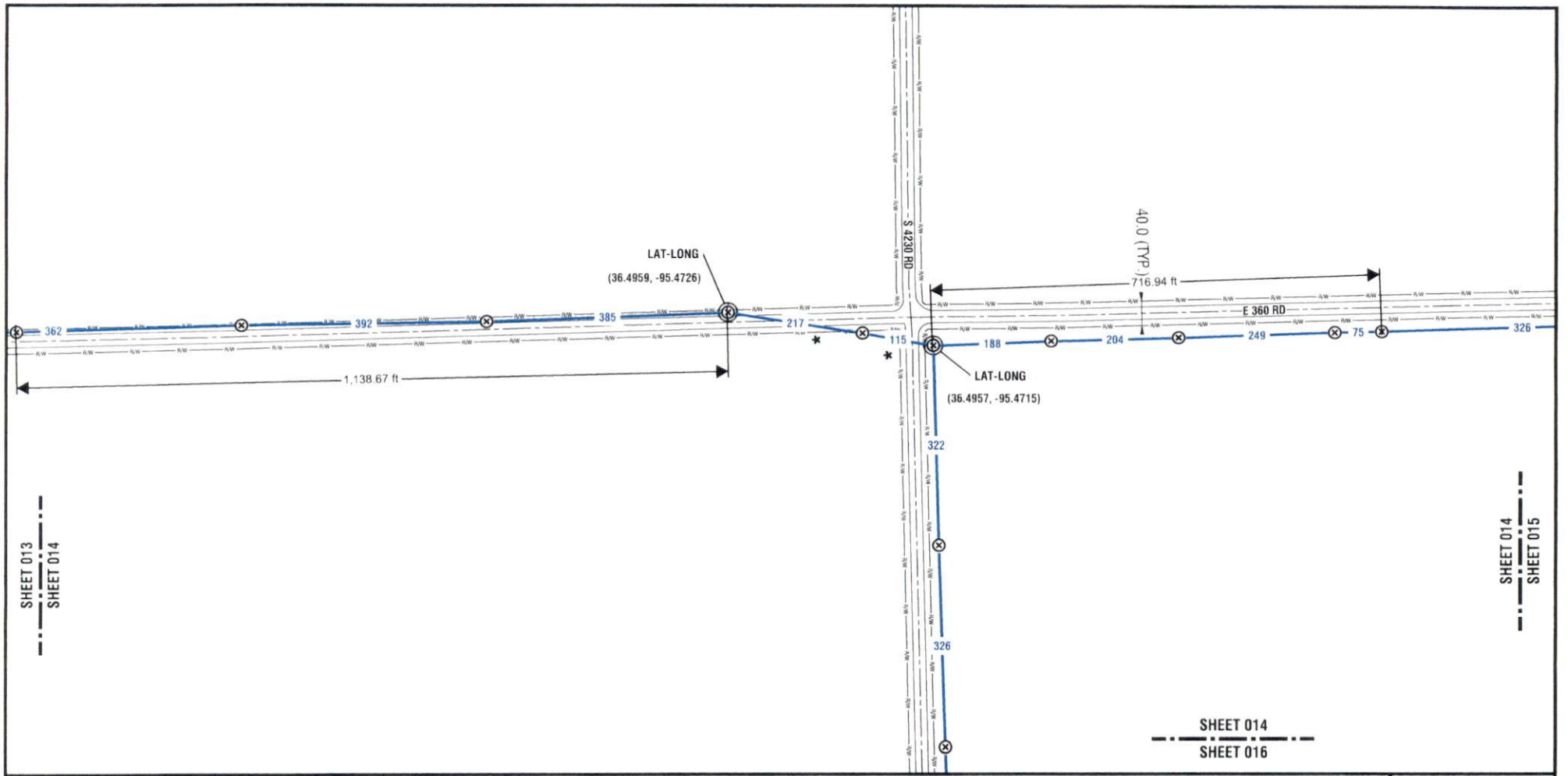
SHEET 013
SHEET 014

PLAN VIEW

GRAPHIC SCALE
0 150

nrtc
Member driven.
Technology focused.
2121 COOPERATIVE WAY.
HERNDON, VA 20171

PROJECT NUMBER	NRSI DBA BOLT FIBER
PROJECT	BUSH-02
RELEASE	R0 - 12/15/2025
SHEET TITLE	**PERMIT DETAILS SHEET 013**



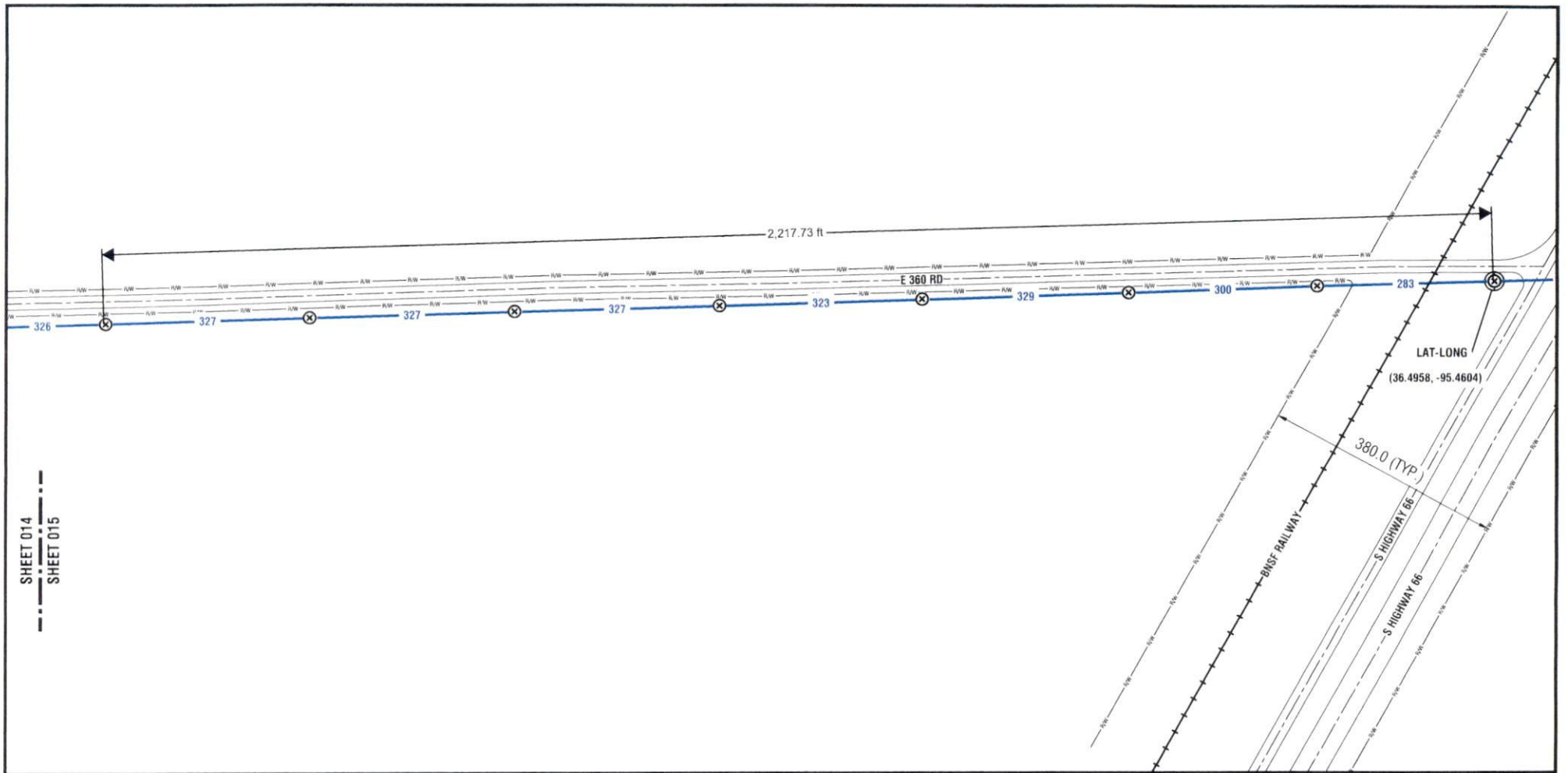
PLAN VIEW

GRAPHIC SCALE
0 150

* **PERMIT NOTE:**
SEE "TYP. CROSSING PROFILES" SHEET FOR
STANDARD CROSSING DETAIL AND CLEARANCE *

nrtc
Member driven.
Technology focused.
2121 COOPERATIVE WAY.
HERNDON, VA 20171

NUMBER	NRSI DBA BOLT FIBER
PROJ	BUSH-02
REVISED	R0 - 12/15/2025
SHEET TITLE	**PERMIT DETAILS SHEET 014**

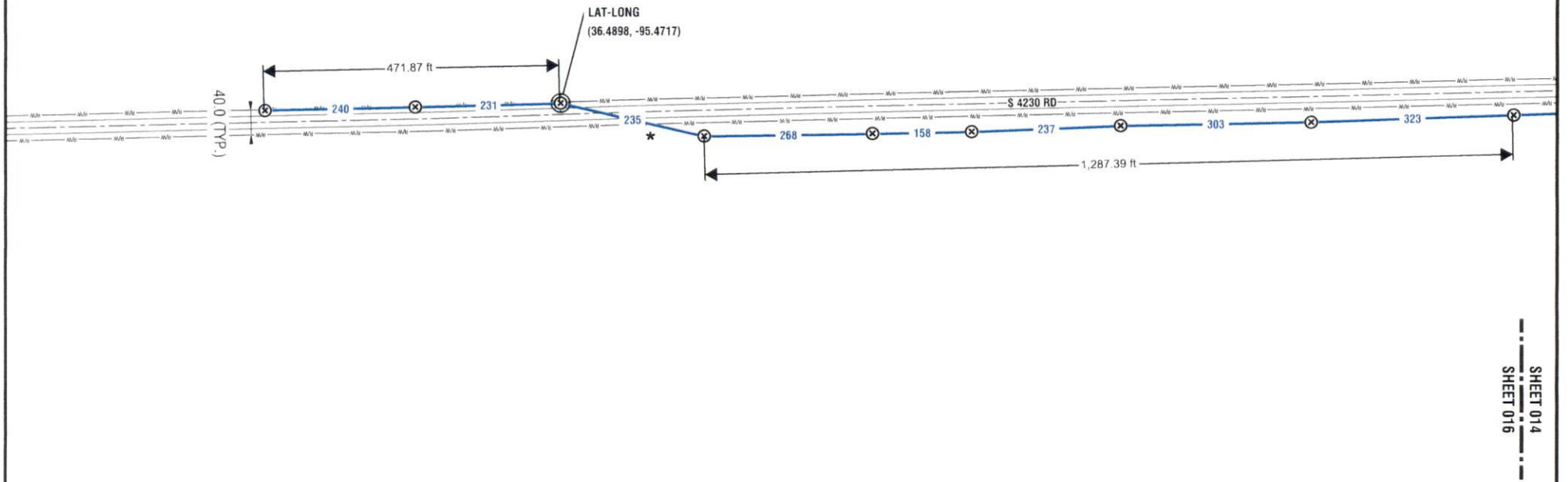


PLAN VIEW

GRAPHIC SCALE
0 150

nrtc
Member driven.
Technology focused.
2121 COOPERATIVE WAY,
HERNDON, VA 20171

MEMBER	NRSI DBA BOLT FIBER
FORMAT	BUSH-02
RELEASE	R0 - 12/15/2025
SHEET TITLE	**PERMIT DETAILS SHEET 015**



SHEET 014
SHEET 016

PLAN VIEW

GRAPHIC SCALE
0 150

* **PERMIT NOTE:**
SEE "TYP. CROSSING PROFILES" SHEET FOR STANDARD CROSSING DETAIL AND CLEARANCE *

nrtc
Member driven.
Technology focused.
2121 COOPERATIVE WAY.
HERNDON, VA 20171

SAT/BEN	NRSI DBA BOLT FIBER
PO/MP	BUSH-02
RELEASE	R0 - 12/15/2025
SHEET TITLE	**PERMIT DETAILS SHEET 016**

SAI 397A (2016)

2026-123
Resolution Number

DECLARATION OF SURPLUS

WHEREAS, In compliance with 19 O.S. §§ 339, & 421 thru 421.2, the Board of County Commissioners of Rogers County, Oklahoma, are required and have power to make all orders respecting the property of the county, and to do and perform such other duties and acts as may be required by law, and

WHEREAS, the Board of County commissioners of Rogers County, Oklahoma, has under its management and control the following described assets of the 2 office or department:

Description	Inventory ID # / Original Cost	Serial number / Date Acquired
2017 HP Z240 SFF Workstation W/24" Moni	D2-218-0220	2UA714285V / CNC6440FN6
	$ 1,297.00	06/20/2017

Signature of officer resquesting declaration of surplus: _____

AND, upon proper and careful consideration, find that the above equipment is obsolete and not economical to continue to use for county purposes.

The Board further directs that in accordance with 62 O.S. § 335, proceeds collected from the disposal of said property be deposited intothe Fund, which is the fund from which said property was purchased.

Passed and approved in open meeting this day of ,

ATTEST:

_____ _____ Rogers

County Clerk County, Oklahoma

By:_____
Deputy

Chairman _____

Member _____

Member _____

SAI 397 (2020)

2026-123(A)
Resolution Number

RESOLUTION FOR DISPOSING OF EQUIPMENT

WHEREAS, in compliance with 19 O.S. §§ 339 and 421, the Board of County Commissioners of Rogers County, Oklahoma, are required and have power to make all orders respecting the property of the county, and to do and perform such other duties and acts as may be required by law, and

WHEREAS, the Board of County commissioners of Rogers County, Oklahoma, has under its management and control an item of equipment described as follows:

COMPUTER HP Z240 & 24" MONITOR D2-218-0220
2017
HP Z240 SFF Workstation W/24" Monitor

Serial Number 2UA714285V / CNC6440FN6 Date Acquired 06/20/2017

Name and address of whom acquired: Kellpro
1729 W. Plato Rd, DUNCAN, OK 73533

Acquisition cost or contract price (if under lease-purchase agreement): $ 1,297.00

Name and address of the person or firm to whom property was transferred:

Price received: $ 0.00 Deposit proceeds into account: 1102-6-4200-2005

AND, upon proper and careful consideration, find that the above equipment is obsolete and not economical to continue to use for county purposes.

THEREFORE, after due consideration and deeming it to be for the best interest of County, the Board of County Commissioners hereby orders the above described property

- [X] Junked
- [ ] Sold
- [ ] Traded
- [ ] Other (please explain): _____

And that the title to the same be transferred by the Chairman of the Board of County commissioners upon receipt of the above amount by the County Treasurer.

Passed and approved in open meeting this 12th day of January, 2026

ATTEST:

_____ Rogers County, Oklahoma
County Clerk

By: _____
Deputy

Chairman _____

Member _____

Member _____

Note: 19 O.S. § 421, requires that the above resolution or record be made within 30 days of the disposition of property and entered on the inventory record.

SAI 397A (2016)

2026-124
Resolution Number

DECLARATION OF SURPLUS

WHEREAS, in compliance with 19 O.S. §§ 339, & 421 thru 421.2, the Board of County Commissioners of Rogers County, Oklahoma, are required and have power to make all orders respecting the property of the county, and to do and perform such other duties and acts as may be required by law, and

WHEREAS, the Board of County commissioners of Rogers County, Oklahoma, has under its management and control the following described assets of the 2 office or department:

Description	Inventory ID # / Original Cost	Serial number / Date Acquired
Dell OptiPlex 24 7000 Series All-In-One	D2-218-0217	1BW7DH2
	$ 1,904.00	02/02/2017

Signature of officer resquesting declaration of surplus: _____

AND, upon proper and careful consideration, find that the above equipment is obsolete and not economical to continue to use for county purposes.

The Board further directs that in accordance with 62 O.S. § 335, proceeds collected from the disposal of said property be deposited intothe Fund, which is the fund from which said property was purchased.

Passed and approved in open meeting this day of ,

ATTEST:

_____ _____ Rogers

County Clerk County, Oklahoma

By:_____

Deputy

Chairman _____

Member _____

Member _____

SAI 397 (2020)

2026-124 (A)
Resolution Number

RESOLUTION FOR DISPOSING OF EQUIPMENT

WHEREAS, In compliance with 19 O.S. §§ 339 and 421, the Board of County Commissioners of Rogers County, Oklahoma, are required and have power to make all orders respecting the property of the county, and to do and perform such other duties and acts as may be required by law, and

WHEREAS, the Board of County commissioners of Rogers County, Oklahoma, has under its management and control an item of equipment described as follows:

COMPUTER DELL AIO 7000 218-0217

Dell OptiPlex 24 7000 Series All-In-One

Serial Number 1BW7DH2 Date Acquired 02/02/2017

Name and address of whom acquired: ISG Technology, LLC
7101 NW Expressway, Ste 705, OKLAHOMA CITY, OK 73132

Acquisition cost or contract price (if under lease-purchase agreement): $ 1,904.00

Name and address of the person or firm to whom property was transferred:

Price received: $ 0.00 Deposit proceeds into account:

AND, upon proper and careful consideration, find that the above equipment is obsolete and not economical to continue to use for county purposes.

THEREFORE, after due consideration and deeming it to be for the best interest of County, the Board of County Commissioners hereby orders the above described property

- [X] Junked
- [ ] Sold
- [ ] Traded
- [ ] Other (please explain): _____

And that the title to the same be transferred by the Chairman of the Board of County commissioners upon receipt of the above amount by the County Treasurer.

Passed and approved in open meeting this 12th day of January, 2026

ATTEST:

_____ Rogers County, Oklahoma
County Clerk

By: _____
Deputy

Chairman _____

Member _____

Member _____

Note: 19 O.S. § 421, requires that the above resolution or record be made within 30 days of the disposition of property and entered on the inventory record.

BID # 2026-33

Heavy-Duty Towing

Rogers County, Oklahoma

Rogers County is requesting sealed written bids for the following:

Heavy-Duty Towing of Maintenance & Construction Equipment through June 30th, 2026 for Rogers County

Bid Specifications / Requirements

- The successful bidder must provide a heavy-duty tow truck with a **minimum capacity of 50 tons** for each occurrence when towing services are requested by Rogers County.
- The successful bidder must arrive **on scene within 90 minutes** of the time a tow truck is requested by Rogers County.
- The successful bidder shall charge no more than the **quoted hourly rate**, with an acknowledged **two (2) hour minimum**, and shall bill **all additional time in fifteen (15) minute increments**.
- The successful bidder may charge a **fuel surcharge not to exceed twelve percent (12%)** on all services requested during the term of this contract.
- Bids must include costs for all materials, supplies, and labor.

See attached Rogers County district map.

DOCUMENT INCLUSION CHECKLIST FOR SEALED BIDS

- ☐ Affidavit for Filing with Competitive Bid *(must be notarized)*
- ☐ Business Relationship Affidavit *(must be notarized)*
- ☐ Bid Form (completed)
- ☐ Completed W-9 Form (provide upon notice of award)

BID # 2026-33
Heavy-Duty Towing
Rogers County, Oklahoma

BID FORM

ITEM#	ITEM DESCRIPTION	UNIT RATE	QTY	PRICE PER HOUR
1	Minimum 50 Ton Heavy Tow Truck	HRLY	1	$_____/Hr.
2	Minimum 50 Ton Rotator Truck	HRLY	1	$_____/Hr.

NOTE: Bid listed above must include costs for all materials, supplies, and labor.

I have examined the terms, specifications and instructions to bidders herein and agree provided I am awarded a contract to provide the above-described items for the sum shown in accordance with the terms and specifications stated herein. All deviations are in writing and attached hereto.

MUST BE SIGNED BY AUTHORIZED AGENT TO BE VALID

VENDOR NAME: _____

VENDOR'S REPRESENTATIVE: _____

AUTHORIZED SIGNATURE: _____

REPRESENTATIVE TITLE: _____

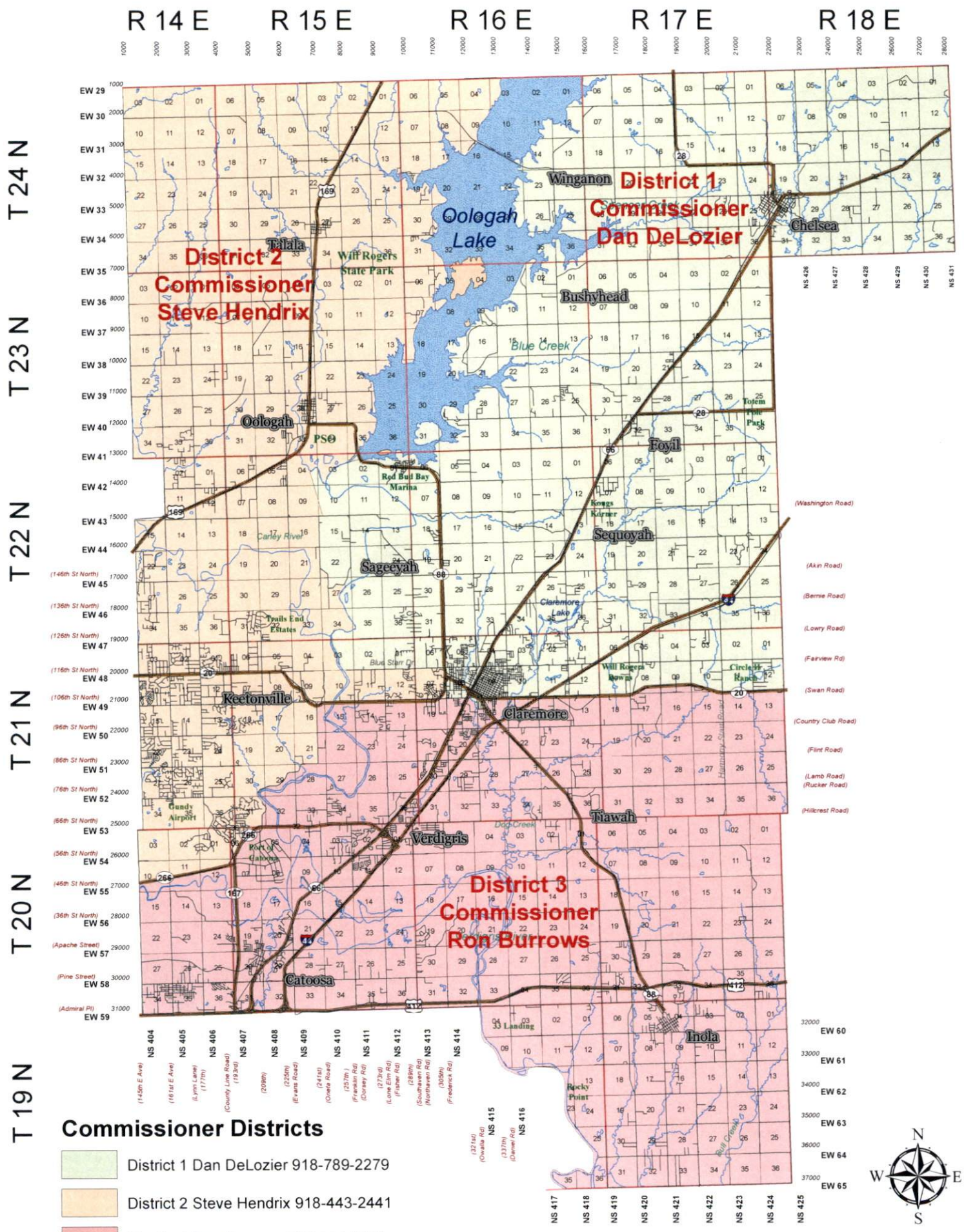
VENDOR'S PHONE: _____

VENDOR'S ADDRESS: _____

_____

VENDOR'S E-MAIL: _____

Added 9/7/2023 Rogers County Public Information Department



Bid# 2026-26

HMHL, HMCL and Liquid Asphalt 3 Month 01/01/2026-03/31/2026

DISTRICT 3

	VENDORS							Low Bid	Awarded Vendor Highlighted	
ITEMS FOR BID	APAC CENTRAL TULSA	APAC CENTRAL VINITA	APAC CENTRAL SAND SPRINGS	COWBOY ASPHALT	MILLENNIAL ASPHALT	PRYOR ASPHALT	TULSA ASPHALT	CRAFCO	LOGAN COUNTY ASPHALT	Reason for awarded vendor if not the low bid
FOB										
TYPE A 64-22	$61.00	$66.00	-	$58.00/3 hrs	$58.00	$59.00	$60.00	-	-	
TYPE B 64-22	$62.00	$75.00	-	$60.00/3 hrs	$60.00	$62.75	$66.00	-	-	
TYPE C 64-22	$67.00	$79.00	-	-	$64.00	$65.50	$69.00	-	-	Service & Quality
TYPE B 70-28	$66.00	-	-	-	$74.00	$70.00	$71.00	-	-	
TYPE C 70-28	-	-	-	-	$76.00	$73.00	$74.00	-	-	
SUPERPAVE TYPE S4 64-22	$62.00	$75.00	-	$65.00/3 hrs	$60.00	$62.75	$66.00	-	-	DUAL AWARD
SUPERPAVE TYPE S4 70-28	$66.00	-	-	-	$74.00	$70.00	$74.00	-	-	
SUPERPAVE TYPE S5 64-22	$67.00	$79.00	-	$69.00/3 hrs	$64.00	$65.50	$69.00	-	-	
SUPERPAVE TYPE S5 70-28	$72.00	-	-	-	$76.00	$73.00	$76.00	-	-	
50# BAG COLD PATCH PER BAG	-	-	-	-	-	-	-	$11.50	$10.00	
50# BAG COLD PATCH DELIVERED	-	-	-	-	-	-	-	$14.50/1pallet min.	$11.50 min/50	
60# BAG COLD PATCH PER BAG	-	-	-	-	-	-	-	-	$10.50	
60#BAG COLD PATCH DELIVERED	-	-	-	-	-	-	-	-	$12.00/50 min	
COLD PATCH PER TON	-	-	$120.00	$105.00	-	$115.00	$119.00	-	$118.00	
COLD PATCH PER TON DELIVERED	-	-	-	$115.00	-	$115.00 + .40/ton/mile	$132.00	$112.00	$153.00/ 25min/2days	Location & Product Availabilty
DELIVERY PER TON PER MILE	-	-	-	$0.40	See attached spreadsheet	$0.40	$0.40	-	-	
Vendor Location/Contact	Jeff	Jeff	Jeff	Scott	Marko	Jesse	Andrei	Chris	Timothy	
	918-438-2020	918-438-2020	918-438-2020	918-978-7128	918-240-1410	918-824-1065	918-234-7004	602-276-0406	405-282-3711	
	Tulsa, OK	Vinita, OK	Sand Springs, OK	Tulsa, OK	Owasso, OK	Tulsa, OK	Tulsa, OK	Tulsa, OK	Guthrie, OK	

Secondary awarded vendors are seen above in orange. These vendors are an alternate awarded and will be used when the Primary awarded vendor is unable to supply the items on the bid either due to breakdown at the plant, mechanical issues and or scheduling conflicts.

SUPERPAVE TYPE S4 64-22 DUAL AWARD - See attached maps for boundry lines

S.A.I. No. 308 (2000)

Cash Fund Estimate of Needs and Request for Appropriation

FOR THE 1102 County Highway Unrestricted CASH FUND

OF Rogers COUNTY MUNICIPALITY

County, City or Town

Certificate of County Treasurer

I, hereby certify that I have received and now hold, in actual cash actually on hand available for and subject to appropriation to the County Highway Unrestricted cash fund of Rogers County, Claremore, Oklahoma, derived from the following designated sources and restricted by statute to expenditure for the purposes for which such fund was created as follows, to-wit:

From OTC - Diesel	The Sum of	$52,738.79	From OTC - MV Forfeiture	The Sum of	$235.07
From OTC - Gasoline tax	The Sum of	$127,876.22	From OTC - Gross Production	The Sum of	$46.41
From OTC - Motor Veh Crirf	The Sum of	$21,045.78	From OTC - Motor Veh Roads	The Sum of	$63,054.36
From OTC - Motor Veh Cty Rds	The Sum of	$22,556.74	From OTC - Special	The Sum of	$10.09
From OTC-Motor Vehicle CIRB	The Sum of	$35,870.29	From Sale of Scrap Metal	The Sum of	$2,620.80

TOTAL unappropriated available for purposes of said fund.....$ 326,054.55

Said sums include no part of any revenues heretofore reported and appropriated for the purposes of said cash fund and are being held subject to action by the County Excise Board.

Certified on December 16, 2025 JASON CARINI Treasurer

By Edwland Deputy

To the Excise Board of Rogers County, Oklahoma

This is to certify that, pursuant to the 5th proviso of 62 O.S., § 331 there has accrued in the Treasury and is hereinbefore certified to as available for appropriation and use in the County Highway Unrestricted cash fund of the aforesaid municipality, an amount of money equal to or greater than the total estimated needs hereinafter set out, that the itemized purposes hereinafter named are lawful purposes to which said fund may be put, and we hereby respectfully request approval and appropriation therefore as follows, to-wit:

ACCT. NO.	PURPOSE	AMOUNT REQUESTED	APPROVED BY EXCISE BD.
1102-6	Salaries	187,854.49	
	M+O	86,329.77	
	Cap Outlay	16,000.00	
	OTC-CIRB	35,870.29	
	TOTAL	326,054.55	

Done by order of the Governing Board of said Municipality and recorded in the minutes of the Clerk at Claremore, Oklahoma on

ATTEST:

Clerk or Secretary to Governing Board

Certificate of the County Excise Board

County of Rogers, State of Oklahoma, ss.

We, the undersigned duly qualified and acting members of the Excise Board in aforesaid County and State, having considered the estimate of needs submitted by the Governing Board of said Municipality and, to the extent that the same was within the amount of cash available for such purpose, we have approved the several items of appropriation ascertained to be for purpose authorized by law and have indicated the items and amounts for approval in the last column.

Done at Claremore, Oklahoma on .

ATTEST: COUNTY EXCISE BOARD OF THE AFORESAID COUNTY AND STATE

Chairman

Member

Member

Secretary of County Excise Board

1102 T-Hwy December (1) 2025 Appropriations

					District 4				Per District			
O.T.C.		$287,563.46		$21,000.00		$266,563.46			$88,854.49			
O. T. C. - CIRB Motor Vehicles		$35,870.29				$35,870.29			$11,956.76			
Sale of Scrap Metal - D1		$1,143.20				$1,143.20			$381.07			
Sale of Scrap Metal - D3		$1,477.60										
		$0.00										
		$0.00										
TOTALS												
		$326,054.55		as per Cash Fund Estimate of Needs from Treasurer's Office								
Account/District									**4040**			
1102-6		**4100**		**4200**		**4300**			*1, 2, 3, & Lee*			
		District #1		**District #2**		**District #3**			**District #4**			**TOTALS**
Salaries 1110		$88,854.49		$50,000.00		$36,000.00			$13,000.00			**$187,854.49**
Travel 1310		$0.00		$0.00		$0.00			$0.00			**$0.00**
M & O 2005		$1,143.20		$38,854.48		$39,332.09			$7,000.00			**$86,329.77**
Capital Outlay 4110		$0.00		$0.00		$15,000.00			$1,000.00			**$16,000.00**
ODOT - PACT		*6110-2005*		*6120-2005*		*6130-2005*						
		$0.00		$0.00		$0.00			$0.00			**$0.00**
OTC - CIRB Motor Vehicles		*6510-2005*		*6520-2005*		*6530-2005*						
		$11,956.76		$11,956.77		$11,956.76						**$35,870.29**
SAFETY 1102-2-3700-2005												**$0.00**
T O T A L S:		$101,954.45		$100,811.25		$102,288.85			$21,000.00			**$326,054.55**

S.A.I. No. 308 (2000)

Cash Fund Estimate of Needs and Request for Appropriation

FOR THE 1102 County Highway Unrestricted CASH FUND

OF Rogers COUNTY MUNICIPALITY

County, City or Town

Certificate of County Treasurer

I, hereby certify that I have received and now hold, in actual cash actually on hand available for and subject to appropriation to the County Highway Unrestricted cash fund of Rogers County, Claremore, Oklahoma, derived from the following designated sources and restricted by statute to expenditure for the purposes for which such fund was created as follows, to-wit:

From PACT	The Sum of	$16,917.67	From Reimbursements of Expenditures	The Sum of	$320.97
From Sale of Scrap Metal	The Sum of	$804.00			

TOTAL unappropriated available for purposes of said fund.....$ 18,042.64

Said sums include no part of any revenues heretofore reported and appropriated for the purposes of said cash fund and are being held subject to action by the County Excise Board.

Certified on January 2, 2026 JASON CARINI Treasurer

By Cleveland Deputy

To the Excise Board of Rogers County, Oklahoma

This is to certify that, pursuant to the 5th proviso of 62 O.S., § 331 there has accrued in the Treasury and is hereinbefore certified to as available for appropriation and use in the County Highway Unrestricted cash fund of the aforesaid municipality, an amount of money equal to or greater than the total estimated needs hereinafter set out, that the itemized purposes hereinafter named are lawful purposes to which said fund may be put, and we hereby respectfully request approval and appropriation therefore as follows, to-wit:

ACCT. NO.	PURPOSE	AMOUNT REQUESTED	APPROVED BY EXCISE BD.
1102-6	Travel	320.97	
	M+O	804.00	
	ODOT-PACT	16,917.67	
	TOTAL	18,042.64	

Done by order of the Governing Board of said Municipality and recorded in the minutes of the Clerk at Claremore, Oklahoma on

ATTEST:

Clerk or Secretary to Governing Board

Certificate of the County Excise Board

County of Rogers, State of Oklahoma, ss.

We, the undersigned duly qualified and acting members of the Excise Board in aforesaid County and State, having considered the estimate of needs submitted by the Governing Board of said Municipality and, to the extent that the same was within the amount of cash available for such purpose, we have approved the several items of appropriation ascertained to be for purpose authorized by law and have indicated the items and amounts for approval in the last column.

Done at Claremore, Oklahoma on .

ATTEST:

COUNTY EXCISE BOARD OF THE AFORESAID COUNTY AND STATE

Chairman

Member

Member

Secretary of County Excise Board

1102 T-Hwy December (2) 2025 Appropriations

						District 4				Per District				
O. T. C.		$0.00		**$0.00**		$0.00		$0.00						
O. T. C. - CIRB Motor Vehicles		$0.00				$0.00		$0.00						
PACT		$16,917.67						$5,639.22						
Sale of Scrap Metal - D1		$561.60												
Sale of Scrap Metal - D2		$242.40												
Reimb of Expenditures - R Burrows		$320.97												
TOTALS														
		$18,042.64		as per Cash Fund Estimate of Needs from Treasurer's Office										
Account/District										**4040**				
1102-6		**4100**		**4200**		**4300**		*1, 2, 3, & Lee*						
		District #1		**District #2**		**District #3**		**District #4**		**TOTALS**				
Salaries 1110		$0.00		$0.00		$0.00		**$0.00**		**$0.00**				
Travel 1310		$0.00		$0.00		$320.97		$0.00		**$320.97**				
M & O 2005		$561.60		$242.40		$0.00		**$0.00**		**$804.00**				
Capital Outlay 4110		$0.00		$0.00		$0.00		**$0.00**		**$0.00**				
ODOT - PACT		*6110-2005*		*6120-2005*		*6130-2005*								
		$5,639.22		$5,639.23		$5,639.22		$0.00		**$16,917.67**				
SAFETY 1102-2-3700-2005										**$0.00**				
T O T A L S:		$6,200.82		$5,881.63		$5,960.19		$0.00		**$18,042.64**				

S.A.I. No. 308 (2000)

Cash Fund Estimate of Needs and Request for Appropriation

FOR THE 1103 County Bridge and Road Improvement CASH FUND

OF Rogers COUNTY MUNICIPALITY

County, City or Town

Certificate of County Treasurer

I, hereby certify that I have received and now hold, in actual cash actually on hand available for and subject to appropriation to the County Bridge and Road Improvement cash fund of Rogers County, Claremore, Oklahoma, derived from the following designated sources and restricted by statute to expenditure for the purposes for which such fund was created as follows, to-wit:

From OTC - Diesel CBRIF	The Sum of	$3,615.47	From OTC - Gasoline tax CBRIF	The Sum of	$6,306.00
From OTC - Gross Pro-CBRIF	The Sum of	$5,450.92	From Fuel Tax - CBRIF	The Sum of	$0.56

TOTAL unappropriated available for purposes of said fund.....$ 15,372.95

Said sums include no part of any revenues heretofore reported and appropriated for the purposes of said cash fund and are being held subject to action by the County Excise Board.

Certified on December 16, 2025 JASON CARINI Treasurer

By Edwards Deputy

To the Excise Board of Rogers County, Oklahoma

This is to certify that, pursuant to the 5th proviso of 62 O.S., § 331 there has accrued in the Treasury and is hereinbefore certified to as available for appropriation and use in the County Bridge and Road Improvement cash fund of the aforesaid municipality, an amount of money equal to or greater than the total estimated needs hereinafter set out, that the itemized purposes hereinafter named are lawful purposes to which said fund may be put, and we hereby respectfully request approval and appropriation therefore as follows, to-wit:

ACCT. NO.	PURPOSE	AMOUNT REQUESTED	APPROVED BY EXCISE BD.
1103-6-4000-4030	CBRI	15,372.95	
	TOTAL	15,372.95	

Done by order of the Governing Board of said Municipality and recorded in the minutes of the Clerk at Claremore, Oklahoma on

ATTEST:

Clerk or Secretary to Governing Board

Certificate of the County Excise Board

County of Rogers, State of Oklahoma, ss.

We, the undersigned duly qualified and acting members of the Excise Board in aforesaid County and State, having considered the estimate of needs submitted by the Governing Board of said Municipality and, to the extent that the same was within the amount of cash available for such purpose, we have approved the several items of appropriation ascertained to be for purpose authorized by law and have indicated the items and amounts for approval in the last column.

Done at Claremore, Oklahoma on .

ATTEST:

COUNTY EXCISE BOARD OF THE AFORESAID COUNTY AND STATE

Chairman

Member

Member

Secretary of County Excise Board

S.A.I. No. 308 (2000)

Cash Fund Estimate of Needs and Request for Appropriation

FOR THE 1204 Assessor Revolving Fee CASH FUND

OF Rogers COUNTY MUNICIPALITY

County, City or Town

Certificate of County Treasurer

I, hereby certify that I have received and now hold, in actual cash actually on hand available for and subject to appropriation to the Assessor Revolving Fee cash fund of Rogers County, Claremore, Oklahoma, derived from the following designated sources and restricted by statute to expenditure for the purposes for which such fund was created as follows, to-wit:

From Interest Income Funds The Sum of $4.95

TOTAL unappropriated available for purposes of said fund.....$ 4.95

Said sums include no part of any revenues heretofore reported and appropriated for the purposes of said cash fund and are being held subject to action by the County Excise Board.

Certified on December 16, 2025 JASON CARINI Treasurer

By SCleveland Deputy

To the Excise Board of Rogers County, Oklahoma

This is to certify that, pursuant to the 5th proviso of 62 O.S., § 331 there has accrued in the Treasury and is hereinbefore certified to as available for appropriation and use in the Assessor Revolving Fee cash fund of the aforesaid municipality, an amount of money equal to or greater than the total estimated needs hereinafter set out, that the itemized purposes hereinafter named are lawful purposes to which said fund may be put, and we hereby respectfully request approval and appropriation therefore as follows, to-wit:

ACCT. NO.	PURPOSE	AMOUNT REQUESTED	APPROVED BY EXCISE BD.
1204-1-1600-2005	M+O	4.95	
	TOTAL	4.95	

Done by order of the Governing Board of said Municipality and recorded in the minutes of the Clerk at Claremore, Oklahoma on

ATTEST:

Clerk or Secretary to Governing Board

Certificate of the County Excise Board

County of Rogers, State of Oklahoma, ss.

We, the undersigned duly qualified and acting members of the Excise Board in aforesaid County and State, having considered the estimate of needs submitted by the Governing Board of said Municipality and, to the extent that the same was within the amount of cash available for such purpose, we have approved the several items of appropriation ascertained to be for purpose authorized by law and have indicated the items and amounts for approval in the last column.

Done at Claremore, Oklahoma on .

ATTEST:

COUNTY EXCISE BOARD OF THE AFORESAID COUNTY AND STATE

Chairman

Member

Member

Secretary of County Excise Board

S.A.I. No. 308 (2000)

Cash Fund Estimate of Needs and Request for Appropriation

FOR THE 1208 County Clerk Lien Fee CASH FUND

OF Rogers COUNTY MUNICIPALITY

County, City or Town

Certificate of County Treasurer

I, hereby certify that I have received and now hold, in actual cash actually on hand available for and subject to appropriation to the County Clerk Lien Fee cash fund of Rogers County, Claremore, Oklahoma, derived from the following designated sources and restricted by statute to expenditure for the purposes for which such fund was created as follows, to-wit:

From Interest Income Funds The Sum of $224.89

TOTAL unappropriated available for purposes of said fund.....$ 224.89

Said sums include no part of any revenues heretofore reported and appropriated for the purposes of said cash fund and are being held subject to action by the County Excise Board.

Certified on December 16, 2025 JASON CARINI Treasurer

By Cleveland Deputy

To the Excise Board of Rogers County, Oklahoma

This is to certify that, pursuant to the 5th proviso of 62 O.S., § 331 there has accrued in the Treasury and is hereinbefore certified to as available for appropriation and use in the County Clerk Lien Fee cash fund of the aforesaid municipality, an amount of money equal to or greater than the total estimated needs hereinafter set out, that the itemized purposes hereinafter named are lawful purposes to which said fund may be put, and we hereby respectfully request approval and appropriation therefore as follows, to-wit:

ACCT. NO.	PURPOSE	AMOUNT REQUESTED	APPROVED BY EXCISE BD.
1208-1-1000-2005	CC Lien Fee M+O	224.89	
	TOTAL	224.89	

Done by order of the Governing Board of said Municipality and recorded in the minutes of the Clerk at Claremore, Oklahoma on

ATTEST:

Clerk or Secretary to Governing Board

Certificate of the County Excise Board

County of Rogers, State of Oklahoma, ss.

We, the undersigned duly qualified and acting members of the Excise Board in aforesaid County and State, having considered the estimate of needs submitted by the Governing Board of said Municipality and, to the extent that the same was within the amount of cash available for such purpose, we have approved the several items of appropriation ascertained to be for purpose authorized by law and have indicated the items and amounts for approval in the last column.

Done at Claremore, Oklahoma on .

ATTEST: COUNTY EXCISE BOARD OF THE AFORESAID COUNTY AND STATE

Chairman

Member

Member

Secretary of County Excise Board

S.A.I. No. 308 (2000)

Cash Fund Estimate of Needs and Request for Appropriation

FOR THE 1208 County Clerk Lien Fee CASH FUND

OF Rogers COUNTY MUNICIPALITY

County, City or Town

Certificate of County Treasurer

I, hereby certify that I have received and now hold, in actual cash actually on hand available for and subject to appropriation to the County Clerk Lien Fee cash fund of Rogers County, Claremore, Oklahoma, derived from the following designated sources and restricted by statute to expenditure for the purposes for which such fund was created as follows, to-wit:

From County Clerk Lien Fees The Sum of $4,216.85

TOTAL unappropriated available for purposes of said fund.....$ 4,216.85

Said sums include no part of any revenues heretofore reported and appropriated for the purposes of said cash fund and are being held subject to action by the County Excise Board.

Certified on January 2, 2026 JASON CARINI Treasurer

By Sutland Deputy

To the Excise Board of Rogers County, Oklahoma

This is to certify that, pursuant to the 5th proviso of 62 O.S., § 331 there has accrued in the Treasury and is hereinbefore certified to as available for appropriation and use in the County Clerk Lien Fee cash fund of the aforesaid municipality, an amount of money equal to or greater than the total estimated needs hereinafter set out, that the itemized purposes hereinafter named are lawful purposes to which said fund may be put, and we hereby respectfully request approval and appropriation therefore as follows, to-wit:

ACCT. NO.	PURPOSE	AMOUNT REQUESTED	APPROVED BY EXCISE BD.
1208-1-1000-2005	CC Lien Fee M+O	4,216.85	
	TOTAL	4,216.85	

Done by order of the Governing Board of said Municipality and recorded in the minutes of the Clerk at Claremore, Oklahoma on

ATTEST:

Clerk or Secretary to Governing Board

Certificate of the County Excise Board

County of Rogers, State of Oklahoma, ss.

We, the undersigned duly qualified and acting members of the Excise Board in aforesaid County and State, having considered the estimate of needs submitted by the Governing Board of said Municipality and, to the extent that the same was within the amount of cash available for such purpose, we have approved the several items of appropriation ascertained to be for purpose authorized by law and have indicated the items and amounts for approval in the last column.

Done at Claremore, Oklahoma on .

ATTEST: COUNTY EXCISE BOARD OF THE AFORESAID COUNTY AND STATE

Chairman

Member

Member

Secretary of County Excise Board

S.A.I. No. 308 (2000)

Cash Fund Estimate of Needs and Request for Appropriation

FOR THE 1209 County Clerk Records Management and Preservation CASH FUND

OF Rogers COUNTY MUNICIPALITY

County, City or Town

Certificate of County Treasurer

I, hereby certify that I have received and now hold, in actual cash actually on hand available for and subject to appropriation to the y Clerk Records Management and Preser cash fund of Rogers County, Claremore, Oklahoma, derived from the following designated sources and restricted by statute to expenditure for the purposes for which such fund was created as follows, to-wit:

From Interest Income Funds The Sum of $760.92

TOTAL unappropriated available for purposes of said fund.....$ 760.92

Said sums include no part of any revenues heretofore reported and appropriated for the purposes of said cash fund and are being held subject to action by the County Excise Board.

Certified on December 16, 2025 JASON CARINI Treasurer

By SCleveland Deputy

To the Excise Board of Rogers County, Oklahoma

This is to certify that, pursuant to the 5th proviso of 62 O.S., § 331 there has accrued in the Treasury and is hereinbefore certified to as available for appropriation and use in the ounty Clerk Records Management and Preservatio cash fund of the aforesaid municipality, an amount of money equal to or greater than the total estimated needs hereinafter set out, that the itemized purposes hereinafter named are lawful purposes to which said fund may be put, and we hereby respectfully request approval and appropriation therefore as follows, to-wit:

ACCT. NO.	PURPOSE	AMOUNT REQUESTED	APPROVED BY EXCISE BD.
1209-1-1000-2005	RM+P M+O	760.92	
	TOTAL	760.92	

Done by order of the Governing Board of said Municipality and recorded in the minutes of the Clerk at Claremore, Oklahoma on

ATTEST:

Clerk or Secretary to Governing Board

Certificate of the County Excise Board

County of Rogers, State of Oklahoma, ss.

We, the undersigned duly qualified and acting members of the Excise Board in aforesaid County and State, having considered the estimate of needs submitted by the Governing Board of said Municipality and, to the extent that the same was within the amount of cash available for such purpose, we have approved the several items of appropriation ascertained to be for purpose authorized by law and have indicated the items and amounts for approval in the last column.

Done at Claremore, Oklahoma on .

ATTEST:

COUNTY EXCISE BOARD OF THE AFORESAID COUNTY AND STATE

Chairman

Member

Member

Secretary of County Excise Board

S.A.I. No. 308 (2000)

Cash Fund Estimate of Needs and Request for Appropriation

FOR THE 1209 County Clerk Records Management and Preservation CASH FUND

OF Rogers COUNTY MUNICIPALITY

County, City or Town

Certificate of County Treasurer

I, hereby certify that I have received and now hold, in actual cash actually on hand available for and subject to appropriation to the y Clerk Records Management and Preser cash fund of Rogers County, Claremore, Oklahoma, derived from the following designated sources and restricted by statute to expenditure for the purposes for which such fund was created as follows, to-wit:

From County Clerk Preservation Fee The Sum of $15,810.00

TOTAL unappropriated available for purposes of said fund.....$ 15,810.00

Said sums include no part of any revenues heretofore reported and appropriated for the purposes of said cash fund and are being held subject to action by the County Excise Board.

Certified on January 2, 2026 JASON CARINI Treasurer

By Sherland Deputy

To the Excise Board of Rogers County, Oklahoma

This is to certify that, pursuant to the 5th proviso of 62 O.S., § 331 there has accrued in the Treasury and is hereinbefore certified to as available for appropriation and use in the ounty Clerk Records Management and Preservatio cash fund of the aforesaid municipality, an amount of money equal to or greater than the total estimated needs hereinafter set out, that the itemized purposes hereinafter named are lawful purposes to which said fund may be put, and we hereby respectfully request approval and appropriation therefore as follows, to-wit:

ACCT. NO.	PURPOSE	AMOUNT REQUESTED	APPROVED BY EXCISE BD.
1209-1-1000-2005	CC RM+P M+O	15,810.00	
	TOTAL	15,810.00	

Done by order of the Governing Board of said Municipality and recorded in the minutes of the Clerk at

Claremore, Oklahoma on

ATTEST:

Clerk or Secretary to Governing Board

Certificate of the County Excise Board

County of Rogers, State of Oklahoma, ss.

We, the undersigned duly qualified and acting members of the Excise Board in aforesaid County and State, having considered the estimate of needs submitted by the Governing Board of said Municipality and, to the extent that the same was within the amount of cash available for such purpose, we have approved the several items of appropriation ascertained to be for purpose authorized by law and have indicated the items and amounts for approval in the last column.

Done at Claremore, Oklahoma on .

ATTEST: COUNTY EXCISE BOARD OF THE AFORESAID COUNTY AND STATE

Chairman

Member

Member

Secretary of County Excise Board

S.A.I. No. 308 (2000)

Cash Fund Estimate of Needs and Request for Appropriation

FOR THE 1210 Jail CASH FUND

OF Rogers COUNTY MUNICIPALITY

County, City or Town

Certificate of County Treasurer

I, hereby certify that I have received and now hold, in actual cash actually on hand available for and subject to appropriation to the Jail cash fund of Rogers County, Claremore, Oklahoma, derived from the following designated sources and restricted by statute to expenditure for the purposes for which such fund was created as follows, to-wit:

From Interest Income Funds The Sum of $1,985.33

TOTAL unappropriated available for purposes of said fund.....$ 1,985.33

Said sums include no part of any revenues heretofore reported and appropriated for the purposes of said cash fund and are being held subject to action by the County Excise Board.

Certified on December 16, 2025 JASON CARINI Treasurer

By Sellerland Deputy

To the Excise Board of Rogers County, Oklahoma

This is to certify that, pursuant to the 5th proviso of 62 O.S., § 331 there has accrued in the Treasury and is hereinbefore certified to as available for appropriation and use in the Jail cash fund of the aforesaid municipality, an amount of money equal to or greater than the total estimated needs hereinafter set out, that the itemized purposes hereinafter named are lawful purposes to which said fund may be put, and we hereby respectfully request approval and appropriation therefore as follows, to-wit:

ACCT. NO.	PURPOSE	AMOUNT REQUESTED	APPROVED BY EXCISE BD.
1210-7-3400-2012	Jail Board of Prisoners	1,985.33	
	TOTAL	1,985.33	

Done by order of the Governing Board of said Municipality and recorded in the minutes of the Clerk at Claremore, Oklahoma on

ATTEST:

Clerk or Secretary to Governing Board

Certificate of the County Excise Board

County of Rogers, State of Oklahoma, ss.

We, the undersigned duly qualified and acting members of the Excise Board in aforesaid County and State, having considered the estimate of needs submitted by the Governing Board of said Municipality and, to the extent that the same was within the amount of cash available for such purpose, we have approved the several items of appropriation ascertained to be for purpose authorized by law and have indicated the items and amounts for approval in the last column.

Done at Claremore, Oklahoma on .

ATTEST: COUNTY EXCISE BOARD OF THE AFORESAID COUNTY AND STATE

Chairman

Member

Member

Secretary of County Excise Board

S.A.I. No. 308 (2000)

Cash Fund Estimate of Needs and Request for Appropriation

FOR THE 1210 Jail CASH FUND

OF Rogers COUNTY MUNICIPALITY

County, City or Town

Certificate of County Treasurer

I, hereby certify that I have received and now hold, in actual cash actually on hand available for and subject to appropriation to the Jail cash fund of Rogers County, Claremore, Oklahoma, derived from the following designated sources and restricted by statute to expenditure for the purposes for which such fund was created as follows, to-wit:

From Sheriff Fees The Sum of $8,466.87

TOTAL unappropriated available for purposes of said fund.....$ 8,466.87

Said sums include no part of any revenues heretofore reported and appropriated for the purposes of said cash fund and are being held subject to action by the County Excise Board.

Certified on January 2, 2026 JASON CARINI Treasurer

By Sellerland Deputy

To the Excise Board of Rogers County, Oklahoma

This is to certify that, pursuant to the 5th proviso of 62 O.S., § 331 there has accrued in the Treasury and is hereinbefore certified to as available for appropriation and use in the Jail cash fund of the aforesaid municipality, an amount of money equal to or greater than the total estimated needs hereinafter set out, that the itemized purposes hereinafter named are lawful purposes to which said fund may be put, and we hereby respectfully request approval and appropriation therefore as follows, to-wit:

ACCT. NO.	PURPOSE	AMOUNT REQUESTED	APPROVED BY EXCISE BD.
1210-2-3400-2012	Jail Board of Prisoners	8,466.87	
	TOTAL	8,466.87	

Done by order of the Governing Board of said Municipality and recorded in the minutes of the Clerk at Claremore, Oklahoma on

ATTEST:

Clerk or Secretary to Governing Board

Certificate of the County Excise Board

County of Rogers, State of Oklahoma, ss.

We, the undersigned duly qualified and acting members of the Excise Board in aforesaid County and State, having considered the estimate of needs submitted by the Governing Board of said Municipality and, to the extent that the same was within the amount of cash available for such purpose, we have approved the several items of appropriation ascertained to be for purpose authorized by law and have indicated the items and amounts for approval in the last column.

Done at Claremore, Oklahoma on .

ATTEST:

COUNTY EXCISE BOARD OF THE AFORESAID COUNTY AND STATE

Chairman

Member

Member

Secretary of County Excise Board

S.A.I. No. 308 (2000)

Cash Fund Estimate of Needs and Request for Appropriation

FOR THE 1211 Court Clerk Payroll CASH FUND

OF Rogers COUNTY MUNICIPALITY

County, City or Town

Certificate of County Treasurer

I, hereby certify that I have received and now hold, in actual cash actually on hand available for and subject to appropriation to the Court Clerk Payroll cash fund of Rogers County, Claremore, Oklahoma, derived from the following designated sources and restricted by statute to expenditure for the purposes for which such fund was created as follows, to-wit:

From Court Fund Payroll The Sum of $25,000.00

TOTAL unappropriated available for purposes of said fund.....$ 25,000.00

Said sums include no part of any revenues heretofore reported and appropriated for the purposes of said cash fund and are being held subject to action by the County Excise Board.

Certified on January 2, 2026 JASON CARINI Treasurer

By Sherland Deputy

To the Excise Board of Rogers County, Oklahoma

This is to certify that, pursuant to the 5th proviso of 62 O.S., § 331 there has accrued in the Treasury and is hereinbefore certified to as available for appropriation and use in the Court Clerk Payroll cash fund of the aforesaid municipality, an amount of money equal to or greater than the total estimated needs hereinafter set out, that the itemized purposes hereinafter named are lawful purposes to which said fund may be put, and we hereby respectfully request approval and appropriation therefore as follows, to-wit:

ACCT. NO.	PURPOSE	AMOUNT REQUESTED	APPROVED BY EXCISE BD.
1211-1-1900-4140	Court Fund Payroll	$25,000.00	
	TOTAL	$25,000.00	

Done by order of the Governing Board of said Municipality and recorded in the minutes of the Clerk at Claremore, Oklahoma on

ATTEST:

Clerk or Secretary to Governing Board

Certificate of the County Excise Board

County of Rogers, State of Oklahoma, ss.

We, the undersigned duly qualified and acting members of the Excise Board in aforesaid County and State, having considered the estimate of needs submitted by the Governing Board of said Municipality and, to the extent that the same was within the amount of cash available for such purpose, we have approved the several items of appropriation ascertained to be for purpose authorized by law and have indicated the items and amounts for approval in the last column.

Done at Claremore, Oklahoma on .

ATTEST:

COUNTY EXCISE BOARD OF THE AFORESAID COUNTY AND STATE

Chairman

Member

Member

Secretary of County Excise Board

S.A.I. No. 308 (2000)

Cash Fund Estimate of Needs and Request for Appropriation

FOR THE 1212 Emergency Management CASH FUND

OF Rogers COUNTY MUNICIPALITY

County, City or Town

Certificate of County Treasurer

I, hereby certify that I have received and now hold, in actual cash actually on hand available for and subject to appropriation to the Emergency Management cash fund of Rogers County, Claremore, Oklahoma, derived from the following designated sources and restricted by statute to expenditure for the purposes for which such fund was created as follows, to-wit:

From Emerg Mgmt Per Grant The Sum of $15,000.00

TOTAL unappropriated available for purposes of said fund.....$ 15,000.00

Said sums include no part of any revenues heretofore reported and appropriated for the purposes of said cash fund and are being held subject to action by the County Excise Board.

Certified on December 16, 2025 JASON CARINI Treasurer

By Sellerland Deputy

To the Excise Board of Rogers County, Oklahoma

This is to certify that, pursuant to the 5th proviso of 62 O.S., § 331 there has accrued in the Treasury and is hereinbefore certified to as available for appropriation and use in the Emergency Management cash fund of the aforesaid municipality, an amount of money equal to or greater than the total estimated needs hereinafter set out, that the itemized purposes hereinafter named are lawful purposes to which said fund may be put, and we hereby respectfully request approval and appropriation therefore as follows, to-wit:

ACCT. NO.	PURPOSE	AMOUNT REQUESTED	APPROVED BY EXCISE BD.
1212-2-2700-1310	EM TRAVEL	$ 2,500.00	
1212-2-2700-2005	EM M&O	$ 12,500.00	
	TOTAL	$ 15,000.00	

Done by order of the Governing Board of said Municipality and recorded in the minutes of the Clerk at Claremore, Oklahoma on

ATTEST:

Clerk or Secretary to Governing Board

Certificate of the County Excise Board

County of Rogers, State of Oklahoma, ss.

We, the undersigned duly qualified and acting members of the Excise Board in aforesaid County and State, having considered the estimate of needs submitted by the Governing Board of said Municipality and, to the extent that the same was within the amount of cash available for such purpose, we have approved the several items of appropriation ascertained to be for purpose authorized by law and have indicated the items and amounts for approval in the last column.

Done at Claremore, Oklahoma on .

ATTEST:

COUNTY EXCISE BOARD OF THE AFORESAID COUNTY AND STATE

Chairman

Member

Member

Secretary of County Excise Board

S.A.I. No. 308 (2000)

Cash Fund Estimate of Needs and Request for Appropriation

FOR THE 1219 Planning and Zoning CASH FUND

OF Rogers COUNTY MUNICIPALITY

County, City or Town

Certificate of County Treasurer

I, hereby certify that I have received and now hold, in actual cash actually on hand available for and subject to appropriation to the Planning and Zoning cash fund of Rogers County, Claremore, Oklahoma, derived from the following designated sources and restricted by statute to expenditure for the purposes for which such fund was created as follows, to-wit:

From Utility Fees The Sum of $250.00 From Fire Permits The Sum of $504.60

TOTAL unappropriated available for purposes of said fund.....$ 754.60

Said sums include no part of any revenues heretofore reported and appropriated for the purposes of said cash fund and are being held subject to action by the County Excise Board.

Certified on December 16, 2025 JASON CARINI Treasurer

By SCleveland Deputy

To the Excise Board of Rogers County, Oklahoma

This is to certify that, pursuant to the 5th proviso of 62 O.S., § 331 there has accrued in the Treasury and is hereinbefore certified to as available for appropriation and use in the Planning and Zoning cash fund of the aforesaid municipality, an amount of money equal to or greater than the total estimated needs hereinafter set out, that the itemized purposes hereinafter named are lawful purposes to which said fund may be put, and we hereby respectfully request approval and appropriation therefore as follows, to-wit:

ACCT. NO.	PURPOSE	AMOUNT REQUESTED	APPROVED BY EXCISE BD.
219-1-3200-2005	Planning Commission Misc	754.60	
	TOTAL	754.60	

Done by order of the Governing Board of said Municipality and recorded in the minutes of the Clerk at Claremore, Oklahoma on

ATTEST:

Clerk or Secretary to Governing Board

Certificate of the County Excise Board

County of Rogers, State of Oklahoma, ss.

We, the undersigned duly qualified and acting members of the Excise Board in aforesaid County and State, having considered the estimate of needs submitted by the Governing Board of said Municipality and, to the extent that the same was within the amount of cash available for such purpose, we have approved the several items of appropriation ascertained to be for purpose authorized by law and have indicated the items and amounts for approval in the last column.

Done at Claremore, Oklahoma on .

ATTEST: COUNTY EXCISE BOARD OF THE AFORESAID COUNTY AND STATE

Chairman

Member

Member

Secretary of County Excise Board

S.A.I. No. 308 (2000)

Cash Fund Estimate of Needs and Request for Appropriation

FOR THE 1220 Resale Property CASH FUND

OF Rogers COUNTY MUNICIPALITY

County, City or Town

Certificate of County Treasurer

I, hereby certify that I have received and now hold, in actual cash actually on hand available for and subject to appropriation to the Resale Property cash fund of Rogers County, Claremore, Oklahoma, derived from the following designated sources and restricted by statute to expenditure for the purposes for which such fund was created as follows, to-wit:

From Current Tax Cost & Fees	The Sum of	$216.59	From Prior Tax Penalty	The Sum of	$2,203.82
From Prior Tax Cost & Fees	The Sum of	$273.97	From Back Tax Penalty	The Sum of	$13,670.49
From Back Tax Cost & Fees	The Sum of	$247.48	From Interest Income Funds	The Sum of	$1,143.57
From Other Investments	The Sum of	$3,320.97	From Reimbursements of Expenditures	The Sum of	$5.00

TOTAL unappropriated available for purposes of said fund.....$ 21,081.89

Said sums include no part of any revenues heretofore reported and appropriated for the purposes of said cash fund and are being held subject to action by the County Excise Board.

Certified on December 16, 2025 JASON CARINI Treasurer

By Edwland Deputy

To the Excise Board of Rogers County, Oklahoma

This is to certify that, pursuant to the 5th proviso of 62 O.S., § 331 there has accrued in the Treasury and is hereinbefore certified to as available for appropriation and use in the Resale Property cash fund of the aforesaid municipality, an amount of money equal to or greater than the total estimated needs hereinafter set out, that the itemized purposes hereinafter named are lawful purposes to which said fund may be put, and we hereby respectfully request approval and appropriation therefore as follows, to-wit:

ACCT. NO.	PURPOSE	AMOUNT REQUESTED	APPROVED BY EXCISE BD.
1220-1-0600-2005	M+O	$21,081.89	
	TOTAL	$21,081.89	

Done by order of the Governing Board of said Municipality and recorded in the minutes of the Clerk at Claremore, Oklahoma on

ATTEST:

Clerk or Secretary to Governing Board

Certificate of the County Excise Board

County of Rogers, State of Oklahoma, ss.

We, the undersigned duly qualified and acting members of the Excise Board in aforesaid County and State, having considered the estimate of needs submitted by the Governing Board of said Municipality and, to the extent that the same was within the amount of cash available for such purpose, we have approved the several items of appropriation ascertained to be for purpose authorized by law and have indicated the items and amounts for approval in the last column.

Done at Claremore, Oklahoma on .

ATTEST:

COUNTY EXCISE BOARD OF THE AFORESAID COUNTY AND STATE

Chairman

Member

Member

Secretary of County Excise Board

S.A.I. No. 308 (2000)

Cash Fund Estimate of Needs and Request for Appropriation

FOR THE 1220 Resale Property CASH FUND

OF Rogers COUNTY MUNICIPALITY

County, City or Town

Certificate of County Treasurer

I, hereby certify that I have received and now hold, in actual cash actually on hand available for and subject to appropriation to the Resale Property cash fund of Rogers County, Claremore, Oklahoma, derived from the following designated sources and restricted by statute to expenditure for the purposes for which such fund was created as follows, to-wit:

From Current Tax Cost & Fees	The Sum of	$635.78	From Prior Tax Penalty	The Sum of	$5,912.37
From Prior Tax Cost & Fees	The Sum of	$643.43	From Back Tax Penalty	The Sum of	$11,281.12
From Back Tax Cost & Fees	The Sum of	$515.48	From All Special Assessments	The Sum of	$153.66

TOTAL unappropriated available for purposes of said fund.....$ 19,141.84

Said sums include no part of any revenues heretofore reported and appropriated for the purposes of said cash fund and are being held subject to action by the County Excise Board.

Certified on January 2, 2026 JASON CARINI Treasurer

By Scleveland Deputy

To the Excise Board of Rogers County, Oklahoma

This is to certify that, pursuant to the 5th proviso of 62 O.S., § 331 there has accrued in the Treasury and is hereinbefore certified to as available for appropriation and use in the Resale Property cash fund of the aforesaid municipality, an amount of money equal to or greater than the total estimated needs hereinafter set out, that the itemized purposes hereinafter named are lawful purposes to which said fund may be put, and we hereby respectfully request approval and appropriation therefore as follows, to-wit:

ACCT. NO.	PURPOSE	AMOUNT REQUESTED	APPROVED BY EXCISE BD.
1230-1-0600-2005	M&O	$19,141.84	
	TOTAL	$19,141.84	

Done by order of the Governing Board of said Municipality and recorded in the minutes of the Clerk at Claremore, Oklahoma on _____

ATTEST:

_____
Clerk or Secretary to Governing Board

Certificate of the County Excise Board

County of Rogers, State of Oklahoma, ss.

We, the undersigned duly qualified and acting members of the Excise Board in aforesaid County and State, having considered the estimate of needs submitted by the Governing Board of said Municipality and, to the extent that the same was within the amount of cash available for such purpose, we have approved the several items of appropriation ascertained to be for purpose authorized by law and have indicated the items and amounts for approval in the last column.

Done at Claremore, Oklahoma on _____.

ATTEST: COUNTY EXCISE BOARD OF THE AFORESAID COUNTY AND STATE

_____ Chairman

_____ Member

_____ Member

_____
Secretary of County Excise Board

S.A.I. No. 308 (2000)

Cash Fund Estimate of Needs and Request for Appropriation

FOR THE 1223 Sheriff Commissary CASH FUND

OF Rogers COUNTY MUNICIPALITY

County, City or Town

Certificate of County Treasurer

I, hereby certify that I have received and now hold, in actual cash actually on hand available for and subject to appropriation to the Sheriff Commissary cash fund of Rogers County, Claremore, Oklahoma, derived from the following designated sources and restricted by statute to expenditure for the purposes for which such fund was created as follows, to-wit:

From Commissary The Sum of $26,150.75 From Nicotine Pouches The Sum of $8,820.00

TOTAL unappropriated available for purposes of said fund.....$ 34,970.75

Said sums include no part of any revenues heretofore reported and appropriated for the purposes of said cash fund and are being held subject to action by the County Excise Board.

Certified on January 2, 2026 JASON CARINI Treasurer

By Edwland Deputy

To the Excise Board of Rogers County, Oklahoma

This is to certify that, pursuant to the 5th proviso of 62 O.S., § 331 there has accrued in the Treasury and is hereinbefore certified to as available for appropriation and use in the Sheriff Commissary cash fund of the aforesaid municipality, an amount of money equal to or greater than the total estimated needs hereinafter set out, that the itemized purposes hereinafter named are lawful purposes to which said fund may be put, and we hereby respectfully request approval and appropriation therefore as follows, to-wit:

ACCT. NO.	PURPOSE	AMOUNT REQUESTED	APPROVED BY EXCISE BD.
1223-2-3400-2005	Sheriff Commissary M&O	28,761.51	
1223-2-3400-1110	Sheriff Commissary Salaries	6,209.24	
	TOTAL	34,970.75	

Done by order of the Governing Board of said Municipality and recorded in the minutes of the Clerk at Claremore, Oklahoma on

ATTEST:

Clerk or Secretary to Governing Board

Certificate of the County Excise Board

County of Rogers, State of Oklahoma, ss.

We, the undersigned duly qualified and acting members of the Excise Board in aforesaid County and State, having considered the estimate of needs submitted by the Governing Board of said Municipality and, to the extent that the same was within the amount of cash available for such purpose, we have approved the several items of appropriation ascertained to be for purpose authorized by law and have indicated the items and amounts for approval in the last column.

Done at Claremore, Oklahoma on .

ATTEST:

COUNTY EXCISE BOARD OF THE AFORESAID COUNTY AND STATE

Chairman

Member

Member

Secretary of County Excise Board

S.A.I. No. 308 (2000)

Cash Fund Estimate of Needs and Request for Appropriation

FOR THE 1226 Sheriff Service Fee CASH FUND

OF Rogers COUNTY MUNICIPALITY

County, City or Town

Certificate of County Treasurer

I, hereby certify that I have received and now hold, in actual cash actually on hand available for and subject to appropriation to the Sheriff Service Fee cash fund of Rogers County, Claremore, Oklahoma, derived from the following designated sources and restricted by statute to expenditure for the purposes for which such fund was created as follows, to-wit:

From Prior Tax Cost & Fees The Sum of $50.00 From Interest Income Funds The Sum of $719.11

TOTAL unappropriated available for purposes of said fund.....$ 769.11

Said sums include no part of any revenues heretofore reported and appropriated for the purposes of said cash fund and are being held subject to action by the County Excise Board.

Certified on December 16, 2025 JASON CARINI Treasurer

By Deputy

To the Excise Board of Rogers County, Oklahoma

This is to certify that, pursuant to the 5th proviso of 62 O.S., § 331 there has accrued in the Treasury and is hereinbefore certified to as available for appropriation and use in the Sheriff Service Fee cash fund of the aforesaid municipality, an amount of money equal to or greater than the total estimated needs hereinafter set out, that the itemized purposes hereinafter named are lawful purposes to which said fund may be put, and we hereby respectfully request approval and appropriation therefore as follows, to-wit:

ACCT. NO.	PURPOSE	AMOUNT REQUESTED	APPROVED BY EXCISE BD.
1226-2-0400-1110	Sheriff Service Fee Salaries	769.11	
	TOTAL	769.11	

Done by order of the Governing Board of said Municipality and recorded in the minutes of the Clerk at Claremore, Oklahoma on

ATTEST:

Clerk or Secretary to Governing Board

Certificate of the County Excise Board

County of Rogers, State of Oklahoma, ss.

We, the undersigned duly qualified and acting members of the Excise Board in aforesaid County and State, having considered the estimate of needs submitted by the Governing Board of said Municipality and, to the extent that the same was within the amount of cash available for such purpose, we have approved the several items of appropriation ascertained to be for purpose authorized by law and have indicated the items and amounts for approval in the last column.

Done at Claremore, Oklahoma on .

ATTEST: COUNTY EXCISE BOARD OF THE AFORESAID COUNTY AND STATE

Chairman

Member

Member

Secretary of County Excise Board

S.A.I. No. 308 (2000)

Cash Fund Estimate of Needs and Request for Appropriation

FOR THE 1226 Sheriff Service Fee CASH FUND

OF Rogers COUNTY MUNICIPALITY

County, City or Town

Certificate of County Treasurer

I, hereby certify that I have received and now hold, in actual cash actually on hand available for and subject to appropriation to the Sheriff Service Fee cash fund of Rogers County, Claremore, Oklahoma, derived from the following designated sources and restricted by statute to expenditure for the purposes for which such fund was created as follows, to-wit:

From Courthouse Security	The Sum of	$3,142.01	From Sheriff Fees	The Sum of	$9,972.30
From Jail Bond Fees	The Sum of	$1,051.23	From Incarceration Fee	The Sum of	$2,068.15
From OK Bureau of Narcotics & Dangerous	The Sum of	$2,618.15	From Board of Prisioners	The Sum of	$44,577.80
From Inmate Phone Commissions	The Sum of	$20,345.14	From Department of Corrections	The Sum of	$17,218.40

TOTAL unappropriated available for purposes of said fund.....$ 100,993.18

Said sums include no part of any revenues heretofore reported and appropriated for the purposes of said cash fund and are being held subject to action by the County Excise Board.

Certified on January 2, 2026 JASON CARINI Treasurer

By Cleveland Deputy

To the Excise Board of Rogers County, Oklahoma

This is to certify that, pursuant to the 5th proviso of 62 O.S., § 331 there has accrued in the Treasury and is hereinbefore certified to as available for appropriation and use in the Sheriff Service Fee cash fund of the aforesaid municipality, an amount of money equal to or greater than the total estimated needs hereinafter set out, that the itemized purposes hereinafter named are lawful purposes to which said fund may be put, and we hereby respectfully request approval and appropriation therefore as follows, to-wit:

ACCT. NO.	PURPOSE	AMOUNT REQUESTED	APPROVED BY EXCISE BD.
1226-2-3500-1110	Sheriff Service Fee Courthouse Security Sal.	10,000.00	
1226-2-0400-1110	Sheriff Service Fee Salary	90,993.18	
	TOTAL	100,993.18	

Done by order of the Governing Board of said Municipality and recorded in the minutes of the Clerk at Claremore, Oklahoma on _____

ATTEST:

_____
Clerk or Secretary to Governing Board

Certificate of the County Excise Board

County of Rogers, State of Oklahoma, ss.

We, the undersigned duly qualified and acting members of the Excise Board in aforesaid County and State, having considered the estimate of needs submitted by the Governing Board of said Municipality and, to the extent that the same was within the amount of cash available for such purpose, we have approved the several items of appropriation ascertained to be for purpose authorized by law and have indicated the items and amounts for approval in the last column.

Done at Claremore, Oklahoma on _____.

ATTEST: COUNTY EXCISE BOARD OF THE AFORESAID COUNTY AND STATE

_____ Chairman

_____ Member

_____ Member

_____
Secretary of County Excise Board

S.A.I. No. 308 (2000)

Cash Fund Estimate of Needs and Request for Appropriation

FOR THE 1230 Treasurer Mortgage Certification CASH FUND

OF Rogers COUNTY MUNICIPALITY

County, City or Town

Certificate of County Treasurer

I, hereby certify that I have received and now hold, in actual cash actually on hand available for and subject to appropriation to the Treasurer Mortgage Certification cash fund of Rogers County, Claremore, Oklahoma, derived from the following designated sources and restricted by statute to expenditure for the purposes for which such fund was created as follows, to-wit:

From Interest Income Funds The Sum of $76.29 From Cert Fee The Sum of $1,490.00

TOTAL unappropriated available for purposes of said fund.....$ 1,566.29

Said sums include no part of any revenues heretofore reported and appropriated for the purposes of said cash fund and are being held subject to action by the County Excise Board.

Certified on December 16, 2025 JASON CARINI Treasurer

By Sellveland Deputy

To the Excise Board of Rogers County, Oklahoma

This is to certify that, pursuant to the 5th proviso of 62 O.S., § 331 there has accrued in the Treasury and is hereinbefore certified to as available for appropriation and use in the Treasurer Mortgage Certification cash fund of the aforesaid municipality, an amount of money equal to or greater than the total estimated needs hereinafter set out, that the itemized purposes hereinafter named are lawful purposes to which said fund may be put, and we hereby respectfully request approval and appropriation therefore as follows, to-wit:

ACCT. NO.	PURPOSE	AMOUNT REQUESTED	APPROVED BY EXCISE BD.
1230-1-0600-2005	M&O	$1,566.29	
	TOTAL	$1,566.29	

Done by order of the Governing Board of said Municipality and recorded in the minutes of the Clerk at Claremore, Oklahoma on

ATTEST:

Clerk or Secretary to Governing Board

Certificate of the County Excise Board

County of Rogers, State of Oklahoma, ss.

We, the undersigned duly qualified and acting members of the Excise Board in aforesaid County and State, having considered the estimate of needs submitted by the Governing Board of said Municipality and, to the extent that the same was within the amount of cash available for such purpose, we have approved the several items of appropriation ascertained to be for purpose authorized by law and have indicated the items and amounts for approval in the last column.

Done at Claremore, Oklahoma on .

ATTEST:

COUNTY EXCISE BOARD OF THE AFORESAID COUNTY AND STATE

Chairman

Member

Member

Secretary of County Excise Board

S.A.I. No. 308 (2000)

Cash Fund Estimate of Needs and Request for Appropriation

FOR THE 1230 Treasurer Mortgage Certification **CASH FUND**

OF Rogers COUNTY **MUNICIPALITY**

County, City or Town

Certificate of County Treasurer

I, hereby certify that I have received and now hold, in actual cash actually on hand available for and subject to appropriation to the Treasurer Mortgage Certification cash fund of Rogers County, Claremore, Oklahoma, derived from the following designated sources and restricted by statute to expenditure for the purposes for which such fund was created as follows, to-wit:

From Cert Fee The Sum of $1,570.00

TOTAL unappropriated available for purposes of said fund.....$ 1,570.00

Said sums include no part of any revenues heretofore reported and appropriated for the purposes of said cash fund and are being held subject to action by the County Excise Board.

Certified on January 2, 2026 JASON CARINI Treasurer

By Sllwland Deputy

To the Excise Board of Rogers County, Oklahoma

This is to certify that, pursuant to the 5th proviso of 62 O.S., § 331 there has accrued in the Treasury and is hereinbefore certified to as available for appropriation and use in the Treasurer Mortgage Certification cash fund of the aforesaid municipality, an amount of money equal to or greater than the total estimated needs hereinafter set out, that the itemized purposes hereinafter named are lawful purposes to which said fund may be put, and we hereby respectfully request approval and appropriation therefore as follows, to-wit:

ACCT. NO.	PURPOSE	AMOUNT REQUESTED	APPROVED BY EXCISE BD.
1230-1-0600-2005	M+O	$1,570.00	
	TOTAL	$1,570.00	

Done by order of the Governing Board of said Municipality and recorded in the minutes of the Clerk at Claremore, Oklahoma on

ATTEST:

Clerk or Secretary to Governing Board

Certificate of the County Excise Board

County of Rogers, State of Oklahoma, ss.

We, the undersigned duly qualified and acting members of the Excise Board in aforesaid County and State, having considered the estimate of needs submitted by the Governing Board of said Municipality and, to the extent that the same was within the amount of cash available for such purpose, we have approved the several items of appropriation ascertained to be for purpose authorized by law and have indicated the items and amounts for approval in the last column.

Done at Claremore, Oklahoma on .

ATTEST:

COUNTY EXCISE BOARD OF THE AFORESAID COUNTY AND STATE

Chairman

Member

Member

Secretary of County Excise Board

S.A.I. No. 308 (2000)

Cash Fund Estimate of Needs and Request for Appropriation

FOR THE 1235 County Donations CASH FUND

OF Rogers COUNTY MUNICIPALITY

County, City or Town

Certificate of County Treasurer

I, hereby certify that I have received and now hold, in actual cash actually on hand available for and subject to appropriation to the County Donations cash fund of Rogers County, Claremore, Oklahoma, derived from the following designated sources and restricted by statute to expenditure for the purposes for which such fund was created as follows, to-wit:

From Sheriff The Sum of $2,000.00

TOTAL unappropriated available for purposes of said fund.....$ 2,000.00

Said sums include no part of any revenues heretofore reported and appropriated for the purposes of said cash fund and are being held subject to action by the County Excise Board.

Certified on January 2, 2026 JASON CARINI Treasurer

By Sellurland Deputy

To the Excise Board of Rogers County, Oklahoma

This is to certify that, pursuant to the 5th proviso of 62 O.S., § 331 there has accrued in the Treasury and is hereinbefore certified to as available for appropriation and use in the County Donations cash fund of the aforesaid municipality, an amount of money equal to or greater than the total estimated needs hereinafter set out, that the itemized purposes hereinafter named are lawful purposes to which said fund may be put, and we hereby respectfully request approval and appropriation therefore as follows, to-wit:

ACCT. NO.	PURPOSE	AMOUNT REQUESTED	APPROVED BY EXCISE BD.
1235-2-0400-4137	RCSO Summer Youth Cadet Academy	2000.00	
	TOTAL	2,000.00	

Done by order of the Governing Board of said Municipality and recorded in the minutes of the Clerk at Claremore, Oklahoma on

ATTEST:

Clerk or Secretary to Governing Board

Certificate of the County Excise Board

County of Rogers, State of Oklahoma, ss.

We, the undersigned duly qualified and acting members of the Excise Board in aforesaid County and State, having considered the estimate of needs submitted by the Governing Board of said Municipality and, to the extent that the same was within the amount of cash available for such purpose, we have approved the several items of appropriation ascertained to be for purpose authorized by law and have indicated the items and amounts for approval in the last column.

Done at Claremore, Oklahoma on .

ATTEST: COUNTY EXCISE BOARD OF THE AFORESAID COUNTY AND STATE

Chairman

Member

Member

Secretary of County Excise Board

S.A.I. No. 308 (2000)

Cash Fund Estimate of Needs and Request for Appropriation

FOR THE 1253 County Community Safety Investment Fund CASH FUND

OF Rogers COUNTY MUNICIPALITY

County, City or Town

Certificate of County Treasurer

I, hereby certify that I have received and now hold, in actual cash actually on hand available for and subject to appropriation to the ounty Community Safety Investment Fun cash fund of Rogers County, Claremore, Oklahoma, derived from the following designated sources and restricted by statute to expenditure for the purposes for which such fund was created as follows, to-wit:

From Department of Mental Health The Sum of $55,215.00

TOTAL unappropriated available for purposes of said fund.....$ 55,215.00

Said sums include no part of any revenues heretofore reported and appropriated for the purposes of said cash fund and are being held subject to action by the County Excise Board.

Certified on December 16, 2025 JASON CARINI Treasurer

By Cleveland Deputy

To the Excise Board of Rogers County, Oklahoma

This is to certify that, pursuant to the 5th proviso of 62 O.S., § 331 there has accrued in the Treasury and is hereinbefore certified to as available for appropriation and use in the County Community Safety Investment Fund cash fund of the aforesaid municipality, an amount of money equal to or greater than the total estimated needs hereinafter set out, that the itemized purposes hereinafter named are lawful purposes to which said fund may be put, and we hereby respectfully request approval and appropriation therefore as follows, to-wit:

ACCT. NO.	PURPOSE	AMOUNT REQUESTED	APPROVED BY EXCISE BD.
1253-3-5000-2005	Community County S.I. (M&O)	55,215.00	
	TOTAL	55,215.00	

Done by order of the Governing Board of said Municipality and recorded in the minutes of the Clerk at Claremore, Oklahoma on

ATTEST:

Clerk or Secretary to Governing Board

Certificate of the County Excise Board

County of Rogers, State of Oklahoma, ss.

We, the undersigned duly qualified and acting members of the Excise Board in aforesaid County and State, having considered the estimate of needs submitted by the Governing Board of said Municipality and, to the extent that the same was within the amount of cash available for such purpose, we have approved the several items of appropriation ascertained to be for purpose authorized by law and have indicated the items and amounts for approval in the last column.

Done at Claremore, Oklahoma on .

ATTEST:

COUNTY EXCISE BOARD OF THE AFORESAID COUNTY AND STATE

Chairman

Member

Member

Secretary of County Excise Board

S.A.I. No. 308 (2000)

Cash Fund Estimate of Needs and Request for Appropriation

FOR THE 1301 Use tax-ST CASH FUND

OF Rogers COUNTY MUNICIPALITY

County, City or Town

Certificate of County Treasurer

I, hereby certify that I have received and now hold, in actual cash actually on hand available for and subject to appropriation to the Use tax-ST cash fund of Rogers County, Claremore, Oklahoma, derived from the following designated sources and restricted by statute to expenditure for the purposes for which such fund was created as follows, to-wit:

From OTC - Use Tax The Sum of $632,598.20

TOTAL unappropriated available for purposes of said fund.....$ 632,598.20

Said sums include no part of any revenues heretofore reported and appropriated for the purposes of said cash fund and are being held subject to action by the County Excise Board.

Certified on December 16, 2025 JASON CARINI Treasurer

By Sllweland Deputy

To the Excise Board of Rogers County, Oklahoma

This is to certify that, pursuant to the 5th proviso of 62 O.S., § 331 there has accrued in the Treasury and is hereinbefore certified to as available for appropriation and use in the Use tax-ST cash fund of the aforesaid municipality, an amount of money equal to or greater than the total estimated needs hereinafter set out, that the itemized purposes hereinafter named are lawful purposes to which said fund may be put, and we hereby respectfully request approval and appropriation therefore as follows, to-wit:

ACCT. NO.	PURPOSE	AMOUNT REQUESTED	APPROVED BY EXCISE BD.
1301-1-8020-2005	MTD	632,598.20	
	TOTAL	632,598.20	

Done by order of the Governing Board of said Municipality and recorded in the minutes of the Clerk at Claremore, Oklahoma on

ATTEST:

Clerk or Secretary to Governing Board

Certificate of the County Excise Board

County of Rogers, State of Oklahoma, ss.

We, the undersigned duly qualified and acting members of the Excise Board in aforesaid County and State, having considered the estimate of needs submitted by the Governing Board of said Municipality and, to the extent that the same was within the amount of cash available for such purpose, we have approved the several items of appropriation ascertained to be for purpose authorized by law and have indicated the items and amounts for approval in the last column.

Done at Claremore, Oklahoma on .

ATTEST:

COUNTY EXCISE BOARD OF THE AFORESAID COUNTY AND STATE

Chairman

Member

Member

Secretary of County Excise Board

S.A.I. No. 308 (2000)

Cash Fund Estimate of Needs and Request for Appropriation

FOR THE 1301 Use tax-ST CASH FUND

OF Rogers COUNTY MUNICIPALITY

County, City or Town

Certificate of County Treasurer

I, hereby certify that I have received and now hold, in actual cash actually on hand available for and subject to appropriation to the Use tax-ST cash fund of Rogers County, Claremore, Oklahoma, derived from the following designated sources and restricted by statute to expenditure for the purposes for which such fund was created as follows, to-wit:

From Excess Use Tax The Sum of $436,553.43 From Sheriff BJA Mental Health Grant The Sum of $21,013.89

TOTAL unappropriated available for purposes of said fund.....$ 457,567.32

Said sums include no part of any revenues heretofore reported and appropriated for the purposes of said cash fund and are being held subject to action by the County Excise Board.

Certified on January 2, 2026 JASON CARINI Treasurer

By Cleveland Deputy

To the Excise Board of Rogers County, Oklahoma

This is to certify that, pursuant to the 5th proviso of 62 O.S., § 331 there has accrued in the Treasury and is hereinbefore certified to as available for appropriation and use in the Use tax-ST cash fund of the aforesaid municipality, an amount of money equal to or greater than the total estimated needs hereinafter set out, that the itemized purposes hereinafter named are lawful purposes to which said fund may be put, and we hereby respectfully request approval and appropriation therefore as follows, to-wit:

ACCT. NO.	PURPOSE	AMOUNT REQUESTED	APPROVED BY EXCISE BD.
1301-1-8020-2005	M+O	436,553.43	
1301-2-0400-1110	Salaries	21,013.89	
	TOTAL	457,567.32	

Done by order of the Governing Board of said Municipality and recorded in the minutes of the Clerk at Claremore, Oklahoma on

ATTEST:

Clerk or Secretary to Governing Board

Certificate of the County Excise Board

County of Rogers, State of Oklahoma, ss.

We, the undersigned duly qualified and acting members of the Excise Board in aforesaid County and State, having considered the estimate of needs submitted by the Governing Board of said Municipality and, to the extent that the same was within the amount of cash available for such purpose, we have approved the several items of appropriation ascertained to be for purpose authorized by law and have indicated the items and amounts for approval in the last column.

Done at Claremore, Oklahoma on .

ATTEST:

COUNTY EXCISE BOARD OF THE AFORESAID COUNTY AND STATE

Chairman

Member

Member

Secretary of County Excise Board

S.A.I. No. 308 (2000)

Cash Fund Estimate of Needs and Request for Appropriation

FOR THE 1305 Courthouse Improvement-ST CASH FUND

OF Rogers COUNTY MUNICIPALITY

County, City or Town

Certificate of County Treasurer

I, hereby certify that I have received and now hold, in actual cash actually on hand available for and subject to appropriation to the Courthouse Improvement-ST cash fund of Rogers County, Claremore, Oklahoma, derived from the following designated sources and restricted by statute to expenditure for the purposes for which such fund was created as follows, to-wit:

From Courthouse Improvement-ST The Sum of $175,600.23

TOTAL unappropriated available for purposes of said fund.....$ 175,600.23

Said sums include no part of any revenues heretofore reported and appropriated for the purposes of said cash fund and are being held subject to action by the County Excise Board.

Certified on December 16, 2025 JASON CARINI Treasurer

By Deputy

To the Excise Board of Rogers County, Oklahoma

This is to certify that, pursuant to the 5th proviso of 62 O.S., § 331 there has accrued in the Treasury and is hereinbefore certified to as available for appropriation and use in the Courthouse Improvement-ST cash fund of the aforesaid municipality, an amount of money equal to or greater than the total estimated needs hereinafter set out, that the itemized purposes hereinafter named are lawful purposes to which said fund may be put, and we hereby respectfully request approval and appropriation therefore as follows, to-wit:

ACCT. NO.	PURPOSE	AMOUNT REQUESTED	APPROVED BY EXCISE BD.
1305-1-8020-2005	M+O	175,600.23	
	TOTAL	175,600.23	

Done by order of the Governing Board of said Municipality and recorded in the minutes of the Clerk at Claremore, Oklahoma on

ATTEST:

Clerk or Secretary to Governing Board

Certificate of the County Excise Board

County of Rogers, State of Oklahoma, ss.

We, the undersigned duly qualified and acting members of the Excise Board in aforesaid County and State, having considered the estimate of needs submitted by the Governing Board of said Municipality and, to the extent that the same was within the amount of cash available for such purpose, we have approved the several items of appropriation ascertained to be for purpose authorized by law and have indicated the items and amounts for approval in the last column.

Done at Claremore, Oklahoma on .

ATTEST:

COUNTY EXCISE BOARD OF THE AFORESAID COUNTY AND STATE

Chairman

Member

Member

Secretary of County Excise Board

S.A.I. No. 308 (2000)

Cash Fund Estimate of Needs and Request for Appropriation

FOR THE 1305 Courthouse Improvement-ST CASH FUND

OF Rogers COUNTY MUNICIPALITY

County, City or Town

Certificate of County Treasurer

I, hereby certify that I have received and now hold, in actual cash actually on hand available for and subject to appropriation to the Courthouse Improvement-ST cash fund of Rogers County, Claremore, Oklahoma, derived from the following designated sources and restricted by statute to expenditure for the purposes for which such fund was created as follows, to-wit:

From Excess Courthouse Imp-ST The Sum of $56,554.13

TOTAL unappropriated available for purposes of said fund.....$ 56,554.13

Said sums include no part of any revenues heretofore reported and appropriated for the purposes of said cash fund and are being held subject to action by the County Excise Board.

Certified on January 2, 2026 JASON CARINI Treasurer

By Cleveland Deputy

To the Excise Board of Rogers County, Oklahoma

This is to certify that, pursuant to the 5th proviso of 62 O.S., § 331 there has accrued in the Treasury and is hereinbefore certified to as available for appropriation and use in the Courthouse Improvement-ST cash fund of the aforesaid municipality, an amount of money equal to or greater than the total estimated needs hereinafter set out, that the itemized purposes hereinafter named are lawful purposes to which said fund may be put, and we hereby respectfully request approval and appropriation therefore as follows, to-wit:

ACCT. NO.	PURPOSE	AMOUNT REQUESTED	APPROVED BY EXCISE BD.
1305-1-8020-2005	MTD	56,554.13	
	TOTAL	56,554.13	

Done by order of the Governing Board of said Municipality and recorded in the minutes of the Clerk at Claremore, Oklahoma on

ATTEST:

Clerk or Secretary to Governing Board

Certificate of the County Excise Board

County of Rogers, State of Oklahoma, ss.

We, the undersigned duly qualified and acting members of the Excise Board in aforesaid County and State, having considered the estimate of needs submitted by the Governing Board of said Municipality and, to the extent that the same was within the amount of cash available for such purpose, we have approved the several items of appropriation ascertained to be for purpose authorized by law and have indicated the items and amounts for approval in the last column.

Done at Claremore, Oklahoma on .

ATTEST:

COUNTY EXCISE BOARD OF THE AFORESAID COUNTY AND STATE

Chairman

Member

Member

Secretary of County Excise Board

S.A.I. No. 308 (2000)

Cash Fund Estimate of Needs and Request for Appropriation

FOR THE 1313 Road and Bridges-ST CASH FUND

OF Rogers COUNTY MUNICIPALITY

County, City or Town

Certificate of County Treasurer

I, hereby certify that I have received and now hold, in actual cash actually on hand available for and subject to appropriation to the Road and Bridges-ST cash fund of Rogers County, Claremore, Oklahoma, derived from the following designated sources and restricted by statute to expenditure for the purposes for which such fund was created as follows, to-wit:

From Interest Income Funds	The Sum of	$8,613.33	From Road and Bridges-ST	The Sum of	$1053,601.40
From Cemetary Restitution	The Sum of	$5,500.00			

TOTAL unappropriated available for purposes of said fund.....$ 1,067,714.73

Said sums include no part of any revenues heretofore reported and appropriated for the purposes of said cash fund and are being held subject to action by the County Excise Board.

Certified on December 16, 2025 JASON CARINI Treasurer

By Ellerland Deputy

To the Excise Board of Rogers County, Oklahoma

This is to certify that, pursuant to the 5th proviso of 62 O.S., § 331 there has accrued in the Treasury and is hereinbefore certified to as available for appropriation and use in the Road and Bridges-ST cash fund of the aforesaid municipality, an amount of money equal to or greater than the total estimated needs hereinafter set out, that the itemized purposes hereinafter named are lawful purposes to which said fund may be put, and we hereby respectfully request approval and appropriation therefore as follows, to-wit:

ACCT. NO.	PURPOSE	AMOUNT REQUESTED	APPROVED BY EXCISE BD.
1313-6	Salaries	265,000.00	
	M+O	547,714.73	
	Cap Outlay	10,000.00	
	Lease Purchase	220,000.00	
	Contingencies	25,000.00	
	TOTAL	1,067,714.73	

Done by order of the Governing Board of said Municipality and recorded in the minutes of the Clerk at Claremore, Oklahoma on

ATTEST:

Clerk or Secretary to Governing Board

Certificate of the County Excise Board

County of Rogers, State of Oklahoma, ss.

We, the undersigned duly qualified and acting members of the Excise Board in aforesaid County and State, having considered the estimate of needs submitted by the Governing Board of said Municipality and, to the extent that the same was within the amount of cash available for such purpose, we have approved the several items of appropriation ascertained to be for purpose authorized by law and have indicated the items and amounts for approval in the last column.

Done at Claremore, Oklahoma on .

ATTEST: COUNTY EXCISE BOARD OF THE AFORESAID COUNTY AND STATE

Chairman

Member

Member

Secretary of County Excise Board

1313 ST December (1) 2025 Appropriations

						District 4				Per District		
Sales Tax		$1,053,601.40		$22,100.00		$1,031,501.40		$343,833.80		
Interest Income		$8,613.33						$2,871.11		
Cemetery Restitution		$5,500.00								
		$0.00								
TOTALS										
		$1,067,714.73		as per Cash Fund Estimate of Needs from Treasurer's Office						
Account/District										
1313-6		**8041**		**8042**		**8043**		**8044**		
		District #1		**District #2**		**District #3**		**District #4**		**TOTALS**
Salaries 1110		$0.00		$135,000.00		$130,000.00		$0.00		**$265,000.00**
Travel 1310		$0.00		$0.00		$0.00		$0.00		**$0.00**
M & O 2005		$141,704.91		$217,204.91		$166,704.91		$22,100.00		**$547,714.73**
Capital Outlay 4110		$0.00		$0.00		$10,000.00		$0.00		**$10,000.00**
Lease Purchases 4130		$205,000.00		$0.00		$15,000.00		$0.00		**$220,000.00**
Contingencies 2999		$0.00		$0.00		$25,000.00		$0.00		**$25,000.00**
T O T A L S:		$346,704.91		$352,204.91		$346,704.91		$22,100.00		**$1,067,714.73**

S.A.I. No. 308 (2000)

Cash Fund Estimate of Needs and Request for Appropriation

FOR THE 1315 Jail-ST CASH FUND

OF Rogers COUNTY MUNICIPALITY

County, City or Town

Certificate of County Treasurer

I, hereby certify that I have received and now hold, in actual cash actually on hand available for and subject to appropriation to the Jail-ST cash fund of Rogers County, Claremore, Oklahoma, derived from the following designated sources and restricted by statute to expenditure for the purposes for which such fund was created as follows, to-wit:

From Jail-ST The Sum of $351,200.46

TOTAL unappropriated available for purposes of said fund.....$ 351,200.46

Said sums include no part of any revenues heretofore reported and appropriated for the purposes of said cash fund and are being held subject to action by the County Excise Board.

Certified on December 16, 2025 JASON CARINI Treasurer

By Sdeverland Deputy

To the Excise Board of Rogers County, Oklahoma

This is to certify that, pursuant to the 5th proviso of 62 O.S., § 331 there has accrued in the Treasury and is hereinbefore certified to as available for appropriation and use in the Jail-ST cash fund of the aforesaid municipality, an amount of money equal to or greater than the total estimated needs hereinafter set out, that the itemized purposes hereinafter named are lawful purposes to which said fund may be put, and we hereby respectfully request approval and appropriation therefore as follows, to-wit:

ACCT. NO.	PURPOSE	AMOUNT REQUESTED	APPROVED BY EXCISE BD.
1315-2-8034-2005	M+O	351,200.46	
	TOTAL	351,200.46	

Done by order of the Governing Board of said Municipality and recorded in the minutes of the Clerk at Claremore, Oklahoma on

ATTEST:

Clerk or Secretary to Governing Board

Certificate of the County Excise Board

County of Rogers, State of Oklahoma, ss.

We, the undersigned duly qualified and acting members of the Excise Board in aforesaid County and State, having considered the estimate of needs submitted by the Governing Board of said Municipality and, to the extent that the same was within the amount of cash available for such purpose, we have approved the several items of appropriation ascertained to be for purpose authorized by law and have indicated the items and amounts for approval in the last column.

Done at Claremore, Oklahoma on .

ATTEST:

COUNTY EXCISE BOARD OF THE AFORESAID COUNTY AND STATE

Chairman

Member

Member

Secretary of County Excise Board

S.A.I. No. 308 (2000)

Cash Fund Estimate of Needs and Request for Appropriation

FOR THE 7210 Court Clerk Preservation Fund CASH FUND

OF Rogers COUNTY MUNICIPALITY

County, City or Town

Certificate of County Treasurer

I, hereby certify that I have received and now hold, in actual cash actually on hand available for and subject to appropriation to the Court Clerk Preservation Fund cash fund of Rogers County, Claremore, Oklahoma, derived from the following designated sources and restricted by statute to expenditure for the purposes for which such fund was created as follows, to-wit:

From Preservation Fund The Sum of $3,123.98

TOTAL unappropriated available for purposes of said fund.....$ 3,123.98

Said sums include no part of any revenues heretofore reported and appropriated for the purposes of said cash fund and are being held subject to action by the County Excise Board.

Certified on January 2, 2026 JASON CARINI Treasurer

By Cleveland Deputy

To the Excise Board of Rogers County, Oklahoma

This is to certify that, pursuant to the 5th proviso of 62 O.S., § 331 there has accrued in the Treasury and is hereinbefore certified to as available for appropriation and use in the Court Clerk Preservation Fund cash fund of the aforesaid municipality, an amount of money equal to or greater than the total estimated needs hereinafter set out, that the itemized purposes hereinafter named are lawful purposes to which said fund may be put, and we hereby respectfully request approval and appropriation therefore as follows, to-wit:

ACCT. NO.	PURPOSE	AMOUNT REQUESTED	APPROVED BY EXCISE BD.
7210-1-1400-2005	Preservation Fund	$3,123.98	
	TOTAL	$3,123.98	

Done by order of the Governing Board of said Municipality and recorded in the minutes of the Clerk at Claremore, Oklahoma on

ATTEST:

Clerk or Secretary to Governing Board

Certificate of the County Excise Board

County of Rogers, State of Oklahoma, ss.

We, the undersigned duly qualified and acting members of the Excise Board in aforesaid County and State, having considered the estimate of needs submitted by the Governing Board of said Municipality and, to the extent that the same was within the amount of cash available for such purpose, we have approved the several items of appropriation ascertained to be for purpose authorized by law and have indicated the items and amounts for approval in the last column.

Done at Claremore, Oklahoma on .

ATTEST: COUNTY EXCISE BOARD OF THE AFORESAID COUNTY AND STATE

Chairman

Member

Member

Secretary of County Excise Board

OSAI Form #237 (2017)

TRANSFER OF APPROPRIATIONS

Rogers County, Oklahoma Fiscal Year Ending June 30, 2026

To the Honorable Governing Board:
Due to a need which has arisen in my office or department, and under the authority of 68 O.S. § 3021 and 62 O.S. § 461, I hereby request additional appropriations for current expense in the Use Tax fund as shown in exhibit B. I further state that I have obtained written consent to the cancellation of appropriations balances detailed in Exhibit A as evidenced by the signature of the department heads in schedule 2. The reason for this requested transfer is as follows:

Sheriff Office - Firing Range (Knee Wall) - Approved by BOCC on 01/05/2026

Respectfully submitted this day of 01/05/2026
Signature and Title of Officer(s)/Department Head(s):

CONSENT TO CANCEL:
I (we) the undersigned official(s)/department head(s) of the above named governmental agency do hereby consent to the cancellation of appropriation balances detailed in Exhibit A.
Signature and Title of Officer(s)/Department Head(s):

CONSENT TO CANCEL AND REQUEST FOR ADDITIONAL NEEDS:
We the undersigned Governing Board under authority of 68 O.S. § 3021 and 62 O.S. § 461, do hereby consent to the cancellation of the appropriation balances detailed in exhibit A and request that the revenues released be appropriated to the accounts detailed in Exhibit B. We further state that this request is made due to the following reason:

Done in a meeting of the Governing Board of the said government agency and recorded in the minutes of the Secretary or Clerk of said board and signed at Claremore this day of

_____ Chairman

_____
Secretary/Clerk

NOTICE TO COUNTY EXCISE BOARD:
Pursuant to 62 O.S. § 461, the undersigned County Clerk of Rogers County, Oklahoma, gives notice to the Rogers County Excise Board that there has been a transfer of appropriations following the approval by the governing board of

ATTEST:

_____
County Clerk

_____
Date

Exhibit A

Unencumbered appropriations account balances as of 01/05/25 and schedule of amounts to be cancelled.

Account #	Name of Account	Office/Department	Unencumbered Balance	Consent to cancel by Officer	Cancelled by Governing Board
1301-1-8020-2005	M&O	Use Tax	7529682.69	18,186.25	
			TOTAL:	$ 18,186.25	$ 0.00

Exhibit B

Additional appropriations requested for remainder of fiscal year ending 06/30/25

Account #	Purpose or Name of Account	Office/Department	Amount Requested	Approved by Governing Board
1301-2-0400-4201	Use Tax	Sheriff	18,186.25	
		TOTAL:	$ 18,186.25	

Note: the total amount of additional appropriations may not exceed the total amount approved for cancellation.

OSAI Form #237 (2017)

TRANSFER OF APPROPRIATIONS

Rogers County, Oklahoma Fiscal Year Ending June 30, 2026

To the Honorable Governing Board:
Due to a need which has arisen in my office or department, and under the authority of 68 O.S. § 3021 and 62 O.S. § 461, I hereby request additional appropriations for current expense in the GENERAL fund as shown in exhibit B. I further state that I have obtained written consent to the cancellation of appropriations balances detailed in Exhibit A as evidenced by the signature of the department heads in schedule 2. The reason for this requested transfer is as follows:

TO HAVE ENOUGH FUNDS TO PAY VISION GOVERNMENT SOLUTIONS, INC FOR LANDMARK CAMA SUPPORT

Respectfully submitted this day of 1/8/2026
Signature and Title of Officer(s)/Department Head(s):

Lisa DeLozier, 1st Deputy

CONSENT TO CANCEL:
I (we) the undersigned official(s)/department head(s) of the above named governmental agency do hereby consent to the cancellation of appropriation balances detailed in Exhibit A.
Signature and Title of Officer(s)/Department Head(s):

Lisa DeLozier, 1st Deputy

CONSENT TO CANCEL AND REQUEST FOR ADDITIONAL NEEDS:
We the undersigned Governing Board under authority of 68 O.S. § 3021 and 62 O.S. § 461, do hereby consent to the cancellation of the appropriation balances detailed in exhibit A and request that the revenues released be appropriated to the accounts detailed in Exhibit B. We further state that this request is made due to the following reason: WE NEED $1,752.00 TO COVER THE BALANCE FOR LANDMARK CAMA SUPPORT FOR FISCAL YEAR 25/26

Done in a meeting of the Governing Board of the said government agency and recorded in the minutes of the Secretary or Clerk of said board and signed at Claremore, Oklahoma this day of

_____ Chairman

_____
Secretary/Clerk

NOTICE TO COUNTY EXCISE BOARD:
Pursuant to 62 O.S. § 461, the undersigned County Clerk of Rogers County, Oklahoma, gives notice to the Rogers County Excise Board that there has been a transfer of appropriations following the approval by the governing board of

ATTEST:

_____
County Clerk

_____
Date

OSAI Form #237 (2017)

Exhibit A

Unencumbered appropriations account balances as of JANUARY 8, 2026 and schedule of amounts to be cancelled.

Account #	Name of Account	Office/Department	Unencumbered Balance	Consent to cancel by Officer	Cancelled by Governing Board
0001-1-1700-2005	VI M & O	Assessor	1,752.00	1,752.00	
			TOTAL:	$ 1,752.00	$ 0.00

Exhibit B

Additional appropriations requested for remainder of fiscal year ending JUNE 30, 2026

Account #	Purpose or Name of Account	Office/Department	Amount Requested	Approved by Governing Board
0001-1-1700-2040	VI RENTALS & LEASES	Assessor	1,752.00	
		TOTAL:	$ 1,752.00	

Note: the total amount of additional appropriations may not exceed the total amount approved for cancellation.

Blanket list 1/12/2026

Department	Vendor Name	Description	Total Amount	Number
BLANKET DIST 2	Lakeland Office Systems LLC/Lakeland Holdings LLC	Monthly Copier Services Equip #41158 & #34882	$ 500.00	26-04792
BLANKET DIST 3	Southern Tire Mart LLC	TRUCK & EQUIPMENT TIRES, PARTS, LABOR, SER. CALLS	$ 3,500.00	26-04858
BLANKET DIST 3	SPC Office Products/Stanfield Printing Co Inc	VARIOUS OFFICE SUPPLIES	$ 500.00	26-04857
BLANKET DIST 3	Warren Cat/Warren Power & Machinery, Inc.	VARIOUS EQUIPMENT PARTS/SUPPLIES,	$ 3,000.00	26-04856
BLANKET DIST 3	P & K Equipment	VARIOUS EQUIPMENT PARTS/SUPPLIES & SERVICE CALLS	$ 2,500.00	26-04855
BLANKET DIST 3	Stillwater Milling Company	VARIOUS PARTS & SUPPLIES	$ 1,500.00	26-04854
BLANKET DIST 3	(HLD) NAPA Auto Parts/Genuine Parts Company	VARIOUS TOOLS, PARTS & SUPPLIES	$ 3,500.00	26-04853
BLANKET DIST 3	Fastenal Company	VARIOUS SAFETY MATERIAL & SUPPLIES	$ 1,500.00	26-04852
BLANKET DIST 3	Harbor Freight/MSTS Receivables LLC	VARIOUS TOOLS, PARTS, AND SUPPLIES	$ 1,000.00	26-04851
BLANKET EMG MGMT	Oklahoma Police Supply	BLANKET PO FOR EM SUPPLIES	$ 500.00	26-04769
	Total Blanket PO's 10		**$ 18,000.00**	

Jeanne

December 2025 Monthly Report of Officers

Missing Reports from the following Departments:

County Assessor

Court Clerk

County Sheriff

SA&I 140 (2000)

Monthly Report of Officers

Rogers County Treasurer

From 12/1/2025 to 12/31/2025

Classification of Accounts	Balance Thru 11/30/2025	Deposits	Vouchers	Cancels / Corrections	Balance Ending 12/31/2025
100 1A COUNTY CLERK	5,527.25	138,597.00	140,015.00		4,109.25
Grand totals :	**5,527.25**	**138,597.00**	**140,015.00**		**4,109.25**

Monthly Report for the month of: 12/2025

Approved by the Board of County Commissioners

This _____ Day of _____ 20____

Chairman _____

Member _____

Member _____

I JEANNE M HEIDLAGE, Officer duly elected or appointed, qualified and acting in and for Rogers County, do solemnly swear that the above is true and correct report of all fees charged and collected in my office for the month ending on 12/31/2025

Officer _____

Subscribed and sworn to before me this

2nd Day of January 2026

Notary Public or Clerk

My Commission Expires: 05/08/2027

SAMANTHA SHERMAN NOTARY PUBLIC STATE OF OKLAHOMA Comm. #19004701

Monthly Report of Officers

SA&I 140 (2000) — Rogers County Treasurer

From 12/1/2025 to 12/31/2025

Classification of Accounts	Balance Thru 11/30/2025	Deposits	Vouchers	Cancels / Corrections	Balance Ending 12/31/2025
200 2A 936R MOBILE HOMES	0.00				0.00
201 2B OD INTEREST	0.00	21,513.66	21,513.66		0.00
202 2C MTG REFUND	0.00	38,679,729.00	38,539,223.00		140,506.00 2A
203 2D PRE-PAY TAXES	0.00				0.00
204 2E PLATS	0.00				0.00
205 2F FITS	0.00				0.00
206 2G MOTOR VEH TAX STAMPS	945.00	3,395.00	945.00		3,395.00 SMC
208 2I SPLITS/REFUNDS	0.00	347.00	347.00		0.00
209 2J TAX WARRANT'S	0.00				0.00
210 2K RESALE	0.00				0.00
213 2N KEPLER CASE	0.00				0.00
Grand totals :	**945.00**	**38,704,984.66**	**38,562,028.66**		**143,901.00**

Monthly Report for the month of: 12/2025

Approved by the Board of County Commissioners

This _____ Day of _____ 20_____

Chairman _____

Member _____

Member _____

I JASON CARINI, Officer duly elected or appointed, qualified and acting in and for Rogers County, do solemnly swear that the above is true and correct report of all fees charged and collected in my office for the month ending on 12/31/2025

Officer _____

Subscribed and sworn to before me this

2nd Day of January 20 26

_____

Notary Public or Clerk

My Commission Expires: 02-11-2027

SA&I 140 (2000)

Monthly Report of Officers

From 12/1/2025 to 12/31/2025

Rogers County Treasurer

Classification of Accounts	Balance Thru 11/30/2025	Deposits	Vouchers	Cancels / Corrections	Balance Ending 12/31/2025
500 5A COUNTY HEALTH	0.00	4,923.80	4,923.80		0.00
Grand totals :	**0.00**	**4,923.80**	**4,923.80**		**0.00**

Monthly Report for the month of: 12/2025

Approved by the Board of County Commissioners

This _____ Day of _____ 20____

Chairman _____

Member _____

Member _____

I DAVID CHISSOE, Officer duly elected or appointed, qualified and acting in and for Rogers County, do solemnly swear that the above is true and correct report of all fees charged and collected in my office for the month ending on 12/31/2025

Officer David Chissoe
by Stephanie Arrigo

Subscribed and sworn to before me this

2 Day of Jan. 20 26

V Bowman

Notary Public or Clerk

My Commission Expires: 02-11-2027

VERNETTA BOWMAN NOTARY PUBLIC IN AND FOR STATE OF OKLAHOMA COMMISSION # 19001011

SA&I 140 (2000)

Monthly Report of Officers

From 12/1/2025 to 12/31/2025

Rogers County Treasurer

Classification of Accounts	Balance Thru 11/30/2025	Deposits	Vouchers	Cancels / Corrections	Balance Ending 12/31/2025
600 6A DA EXPENDABLES	48,469.30	2,797.57			51,266.87
601 6B DA BOGUS CHECKS	18,043.81	2,139.39	3,675.27	757.82	17,265.75
602 6C DA DRUG ENFORCEMENT	1,648,751.77		8,644.28		1,640,107.49
603 6D DA DRUG TASK FORCE-FED	20.00				20.00
604 6E DA STATE WITNESS	2,998.39		1,006.90	229.04	2,220.53
605 6F DA FEES	548,567.93	4,229.19	43,681.36		509,115.76
606 6G DA SUPERVISION	93,010.01				93,010.01
607 6H DA RESTITUTION	35,318.33	6,598.24	6,727.03	335.00	35,524.54
608 6I DA COMMUNITY SERVICE	223,183.38	22,742.50	26,346.61		219,579.27
609 6J DA RAD	819.43		817.52		1.91
1200 12A DA DCE / SP GRANT	318.75				318.75
1300 13A DA DRUG FORFEITURE	1,439,754.00				1,439,754.00
1400 14A DOJ E-SHARE FUNDS	1,231.90				1,231.90
1500 15A 991 COSTS	1,693.24				1,693.24
1600 16A DA DRUG FUND	217,650.63	6,038.00	40,000.00		183,688.63
1700 17A DA DRUG POSS DIV PROG	32,902.25				32,902.25
1800 18A STATE 991	1,360.00	2,505.00	1,360.00		2,505.00
1900 19A STATE SUPERVISION	13,299.51	24,776.62	13,299.51		24,776.62
Grand totals :	**4,327,392.63**	**71,826.51**	**145,558.48**	**1,321.86**	**4,254,982.52**

Monthly Report for the month of: 12/2025

Approved by the Board of County Commissioners

This _____ Day of _____ 20____

Chairman _____

Member _____

Member _____

I MATTHEW BALLARD, Officer duly elected or appointed, qualified and acting in and for Rogers County, do solemnly swear that the above is true and correct report of all fees charged and collected in my office for the month ending on 12/31/2025

Officer By Matthew Ballard

Subscribed and sworn to before me this

5th Day of January 20 26

Julie Clifton

Notary Public or Clerk

My Commission Expires: 2/12/28

JULIE CLIFTON NOTARY PUBLIC COMM NO. 24002026 EXP. IN AND FOR STATE OF OKLAHOMA ROGERS COUNTY

SA&I 140 (2000)

Monthly Report of Officers

From 12/1/2025 to 12/31/2025

Rogers County Treasurer

Classification of Accounts	Balance Thru 11/30/2025	Deposits	Vouchers	Cancels / Corrections	Balance Ending 12/31/2025
700 7A ELECTION BOARD	1,221.36	3,474.58	3,701.28	600.00	1,594.66
Grand totals :	**1,221.36**	**3,474.58**	**3,701.28**	**600.00**	**1,594.66**

Monthly Report for the month of: 12/2025

Approved by the Board of County Commissioners

This _____ Day of _____ 20____

Chairman _____

Member _____

Member _____

SAMANTHA WILKS
Notary Public, State of Oklahoma
Commission # 22013854
My Commission Expires 10-13-2026

I JULIE DERMODY, Officer duly elected or appointed, qualified and acting in and for Rogers County, do solemnly swear that the above is true and correct report of all fees charged and collected in my office for the month ending on 12/31/2025

Officer Julie Dermody

Subscribed and sworn to before me this

7 Day of January 20 26

Samantha Wilks

Notary Public or Clerk

My Commission Expires: 10-13-2026

SA&I 140 (2000)

Monthly Report of Officers

From 12/1/2025 to 12/31/2025

Rogers County Treasurer

Classification of Accounts	Balance Thru 11/30/2025	Deposits	Vouchers	Cancels / Corrections	Balance Ending 12/31/2025
900 9A PLANNING COMMISSION	0.00	25,609.66	25,609.66		0.00
Grand totals :	**0.00**	**25,609.66**	**25,609.66**		**0.00**

Monthly Report for the month of: 12/2025

Approved by the Board of County Commissioners

This _____ Day of _____ 20____

Chairman _____

Member _____

Member _____

I MISSY RICHARDSON, Officer duly elected or appointed, qualified and acting in and for Rogers County, do solemnly swear that the above is true and correct report of all fees charged and collected in my office for the month ending on 12/31/2025

Officer Missy Richardson

Subscribed and sworn to before me this

5th Day of Jan. 20 26

Brittany Wilson

Notary Public or Clerk

My Commission Expires: 5-11-26

BRITTANY WILSON NOTARY PUBLIC COMM NO. 22006668 EXP. 5/11/26 IN AND FOR STATE OF OKLAHOMA ROGERS COUNTY

PCO #003

Lyle Building Group
201 S Houston Ave
Tulsa, Oklahoma 74127
Phone: (918) 742-0999

Project: 734 - Rogers County Maintenance Building Expansion
327 S Cherokee Ave.
Claremore, Oklahoma 74017

Prime Contract Potential Change Order #003: Main Plumbing Line

TO:	Rogers County 200 S Lynn Riggs BLVD Claremore, Oklahoma 74017	**FROM:**	Lyle Building Group 201 S. Houston Tulsa, Oklahoma 74127
PCO NUMBER/REVISION:	003 / 0	**CONTRACT:**	1 - Rogers County - Maintenance Building
REQUEST RECEIVED FROM:		**CREATED BY:**	Parker Hull **(Lyle Building Group)**
STATUS:	Pending - In Review	**CREATED DATE:**	1/5/2026
REFERENCE:	RFI #3	**PRIME CONTRACT CHANGE ORDER:**	None
FIELD CHANGE:	No		
LOCATION:		**ACCOUNTING METHOD:**	Amount Based
SCHEDULE IMPACT:		**PAID IN FULL:**	No
EXECUTED:	No	**SIGNED CHANGE ORDER RECEIVED DATE:**	
		TOTAL AMOUNT:	$15,182.16

POTENTIAL CHANGE ORDER TITLE: Main Plumbing Line

CHANGE REASON: RFI #3

POTENTIAL CHANGE ORDER DESCRIPTION: *(The Contract Is Changed As Follows)*
This change is for running a new 3" sewer line with a Alley/Street Cut to lower line coming from main per RFI #3. (Sketch Attached for Reference)

-Existing Line depth and available slope through the building doesn't allow for proper cover and fall of the new line.

ATTACHMENTS:
RCM - Sewer Line - RFI #003.pdf

Rogers County	**Lyle Building Group**
200 S Lynn Riggs BLVD	201 S. Houston
Claremore, Oklahoma 74017	Tulsa, Oklahoma 74127
	Parker Hull 01/07/2026
SIGNATURE **DATE**	**SIGNATURE** **DATE**

PCO #003 Main Sewer Line

Item	Description	Subcontractor	Amount
1	135' New 3" Sewer Line	Cunningham	$ 13,900.00
	Insurance		$ 208.50
	Bonding		$ 282.17
	GC Overhead & Fee		$ 791.49
		Total	**$ 15,182.16**

Change Order#1

Cunningham Plumbing Co.

2723 West 40th Street
Tulsa, Oklahoma 74107
Phone (918) 446-3730 Fax 446-8244

Proposal Submitted To:	Phone	**918-742-0999**	Date: **19-Dec-25**
Lyle Building Group	Fax		email: parker@lylebuilds.com
Address	Job Name		
201 S Houston Ave	**Rogers County Facility Maintenance**		
City/State	Location		
Tulsa, Ok 74127	**Claremore, OK**		
We hereby submit specifications & estimate for:			

Install 135lnft new sewer line to lower line coming from the main

135lnft of 3" PVC	$5,400.00
Street/Alley Cut and Patch	$8,500.00

We Propose hereby to furnish material and labor - complete accordance with the above specifications, for the sum of: Dollars: $ 13,900.00

Payment to be made as follows: See AIA Form

All material is guaranteed to be as specified. All work to be complete in a workmanship manner according to standard practices. Any alterations or deviations from the above specifications involving extra cost will be exe only upon written orders, and will become an extra change over and above the estimated. All agreements contingent strikes, accidents or delays beyond our control. Owner to carry fire, wind damage and other necessary insurance. Our workers are fully covered by Workman's Compensation Insurance

Authorized _____
Signature _____

Note: This proposal may be withdrawn by us in not accepted within 30 Days.

Acceptance of Proposal

The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified, Payment will be made as outlined above.

Date of Acceptance: _____ Signature _____

ROGERS COUNTY COOPERATIVE AGREEMENT

This Cooperative Agreement is entered into by and between:

Name (hereinafter referred to as "Owner"):

Ken Robinson

Address (hereinafter referred to as "Property"):

T24N-R18-S6

AND

The Board of County Commissioners for Rogers County, State of Oklahoma
200 S. Lynn Riggs Blvd.,
Claremore, OK 74017
(hereinafter referred to as "County").

The County has identified certain Work (as defined below) that necessitates the County enter the Owner's Property. Subject to the terms and conditions contained in this Cooperative Agreement, Owner hereby agrees to allow County access to the Property for the sole purpose of performing the Work.

SECTION 1

Pursuant to Oklahoma law, Owner and County hereby enter into this Cooperative Agreement to allow the County, its employees, agents, representatives, and contractors access to the above Property to perform the following work (the "Work"):

Removal of brush on all four sides of section listed above as well as shaping ditches for water drainage. Removed brush will be places on landowner's property. Landowner is responsible for the replacement of fence.

SECTION 2

The Work is authorized pursuant to: (select the applicable statutory provision for the Work):

A. OKLA. STAT. tit. 69, § 643.1, which provides:

The board of county commissioners is authorized to enter onto private property adjoining county roads and to perform work by county employees or by contractors working for the county, on such private property, when:

1. The available right-of-way does not provide enough space for needed conservation works of improvement to diminish erosion and siltation of the right-of-way;

2. The owner, or owners, of the adjoining property sign a cooperative agreement permitting such works, which agreement shall state the amount of land to be treated, and the works of improvement to be constructed. Any work performed will be restricted solely to that specified in the cooperative agreement;

3. The local Conservation District has approved the proposed works of improvement; and

4. A copy of the cooperative agreement and a statement of approval from the local Conservation District has been filed with the records of the county commissioners in the office of the county clerk and the cooperative agreement and statement from the local Conservation District have become a part of the minutes of the county commissioners' proceedings.

OR

B. OKLA. STAT. tit. 69, § 601.5, which provides:

In order to protect the health, safety, and welfare of the children of this state, the board of county commissioners shall be authorized to enter onto private property adjoining county roads in order to perform maintenance or improvements to an existing private road when:

1. The private road is used by a school bus to turn around,

2. The available right-of-way does not provide enough space for the school bus to turn around without endangering the occupants of the school bus; and

3. The owner of the private road agrees in writing to the necessary maintenance or improvements.

The maintenance or improvements to the private road shall be limited to the area necessary for the school bus to adequately turn around.

SECTION 3

Owner hereby grants to County the right and privilege to enter the Property and to take all necessary actions to complete the Work. It is expressly understood and agreed that County shall

have the right of ingress to and egress from the Property to perform the Work. Owner understands that County's completion of the Work may require the use of machinery and equipment on the Property and hereby agrees and authorizes the County's use of any and all equipment and machinery necessary to complete the Work.

SECTION 4

County's presence on the Property shall be limited to the extent necessary to complete the Work. The County's presences on the Property authorized pursuant to this Cooperative Agreement shall be limited solely to the completion of the Work.

SECTION 5

For any Work authorized pursuant to Section 2(A), above, County has obtained all necessary approvals for the Work from the Local Conservation District and is attached hereto as Exhibit A to this Cooperative Agreement.

IN WITNESS WHEREOF, each party to this agreement has caused it to be executed as of the date indicated below.

PROPERTY OWNER

Kim Robinson

Owner

Subscribed and sworn to before me this 7 day of Jan, 2026.

S. Litterell

NOTARY PUBLIC/ Commission Number

My Commission Expires: 4-12-27

S. LITTERELL NOTARY #19003873 EXP. 4-12-27 PUBLIC STATE OF OKLAHOMA

BOARD OF COUNTY COMMISSIONERS
FOR ROGERS COUNTY, OKLAHOMA

_____
Commissioner, District 1

_____
Commissioner, District 2

_____
Commissioner, District 3

ATTEST:
for Rogers County, Oklahoma

_____ County Clerk

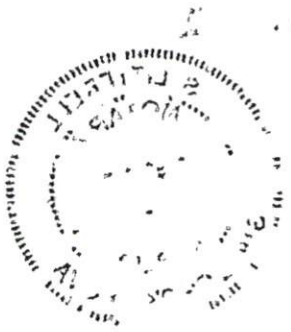


EXHIBIT A

[COPY OF LOCAL CONSERVATION DISTRICT APPROVAL FOR WORK PERFORMED PURSUANT TO OKLA. STAT. tit. 69, § 601.5]

Kofile

Quote #	Q-02926
Quote Date	12/24/2025
Expiration Date	3/24/2026
PO #	

6300 Cedar Springs Road, Dallas, TX 75235

Proposal

Customer Information	
Customer	Rogers County Clerk | OK
Billing Address	200 South Lynn Riggs Boulevard, Claremore, 74017 74017
Shipping Address	200 South Lynn Riggs Boulevard, Claremore, Oklahoma 74017

Customer Primary Contact	
Name	Jeanne Heidlage
Title	County Clerk
Phone	918-923-4424
Email	jheidlage@rogerscounty.org

Kofile Sales Representative	
Name	Mike Patty
Title	
Phone	(918) 625-5672
Email	mike.patty@kofile.com

To Jeanne Heidlage,

This proposal addresses Rogers County Clerk | OK for Archival Imaging, Digital Image to Film, QuickLink℠, QuickLink℠ Initial Site Setup & Load, QuickLink℠ Annual Licensing, Hosting, Support & Maintenance, QuickLink℠ Annual Licensing, Hosting, Support & Maintenance with OCR, Custom, and Custom Indexing Service Services and is presented by Kofile Technologies, Inc. (Kofile).

Kofile is uniquely qualified as the largest and most experienced records preservation and modernization company in the United States.

Quoted services include Archival Imaging, Digital Image to Film, QuickLink℠, QuickLink℠ Initial Site Setup & Load, QuickLink℠ Annual Licensing, Hosting, Support & Maintenance, QuickLink℠ Annual Licensing, Hosting, Support & Maintenance with OCR, Custom, and Custom Indexing Service.

With patented innovations, unmatched expertise, and a deep commitment to serving communities, we help organizations navigate preservation and digital transformation with confidence. Backed by proven results and trusted by thousands of government leaders

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nationwide, Kofile is your ally in building efficiency, security, and legacy. Let us preserve your permanent records while shaping the future—together.

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KOFILE: Powering Modern Government™

Kofile is the nation's most experienced provider of public records preservation, imaging, and access solutions. With roots tracing back to 1888 and strengthened through the strategic acquisition of legacy preservation firms, Kofile offers over a century of combined expertise in safeguarding vital government documents. Since its founding in 2009, the company has expanded to include digital imaging, indexing, cloud-based access platforms, and workflow solutions designed specifically for the public sector. Backed by over 500 employees and a robust portfolio of patented technologies, Kofile partners with local governments to modernize their records while preserving their historical integrity for generations to come. Learn more at kofile.com.

KEY DIFFERENTIATORS

In a landscape of strained budgets, outdated systems, and ever-evolving mandates, **Kofile** stands as a true partner to government agencies—trusted not just for what we do, but for how we do it. We don't just digitize public records; we preserve legacies, fortify access, and future-proof operations with secure, scalable, and strategic solutions.

What Sets Us Apart

Our People and Expertise

- **Unmatched scale and specialization** with over 500 employees across four secure U.S. facilities
- **Decades of experience** delivering successful records projects for over 3,000 local governments, including large entities such as Los Angeles, Dallas, Wayne, and Harris Counties
- **Proven capability** to digitize over 25 million pages and preserve 6+ million archival pages annually
- **Trusted across funding sources**, including federally funded initiatives requiring strict adherence to FERPA, HIPAA, CJIS, and local government mandates
- **Cross-functional teams** of preservationists, technicians, and compliance experts who deliver precise, on-time results
- **Comprehensive project support** from assessment and planning to execution and delivery

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Our Commitment to the Future

- **Cloud-based digital access platform**: Our proprietary cloud-based platform for secure, indexed access to land, court, vital, and case records, with optional e-commerce for self-funded record access
- **Civic Hub℠:** An intuitive digital portal designed to improve engagement between governments and their constituents
- **State-of-the-art infrastructure** including a 150,000 sq. ft. fire- and F5 tornado-resistant Dallas HQ, climate-controlled environments, archival-grade vaults, and restricted-access security protocols
- **Advanced equipment** such as large-format, non-contact, and batch scanners, custom-built software, and patented preservation tools like Disaster-Safe Binders and lay-flat sleeves
- **Tailored storage solutions** engineered for long-term preservation, from mobile shelving and plat systems to custom records desks
- **Strategic planning for continuity**: Hundreds of customized records management plans designed to future-proof access and safeguard against catastrophic events

Our Commitment to You

- **Transparent partnerships** with clear scopes, timelines, and pricing from day one—no surprises
- **Client ownership of data**: You retain full control of your records and digital files at all times
- **Secure transport and chain of custody**: DOT-compliant vehicles, GPS tracking, and item-level inventory ensure safe and accountable handling
- **Rigorous QA/QC protocols**: Every document is reviewed with manual image comparison; defects are corrected in-house before delivery
- **Scalable, responsive service** for projects of any size—from single departments to multi-county or district-wide initiatives
- **Assessment-driven approach**: Complimentary evaluations provide a clear picture of your record collection's condition, risks, and opportunities
- **Dedicated support teams** including solution architects and technical specialists guiding you from kickoff to delivery

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SCOPE OF WORK

- QuickLink℠ DocView software setup and training.
- If selected by the client, provide E-Commerce capabilities for the public to search and purchase document images. The Client retains 100% of copy revenue, and Kofile charges a $2.00 convenience fee for documents that the public purchases.
- Kofile will provide monthly reimbursement for E-Commerce and reporting of activity on the site.
- Kofile hosts, supports, and maintains the QuickLink℠ site.

- One year of QuickLink℠ licensing, hosting, support, and maintenance.

- Archival silver microfilm is produced in 16mm, 100in rolls from newly processed digital images.
- Assumptions for microfilm: no cartridges, no vinegar syndrome present, no redox present, no photostats, no splitting of images, and no stapling (combining) of images.

- Images are captured at 300 dpi in greyscale to ensure optimum contrast, legibility, and flexibility for further image enhancement when required.
- Images accumulate as bi-tonal images in a format to load to the client's record-keeping system. (Please note that uploading to a system incurs an additional charge.)
- Capture verification.
- IMAGE PERFECT, Kofile's proprietary software, ensures the optimum image quality with custom image clean up and enhancements such as deskew, despeckle, character repair, polarity reversal, and zonal processing.
- Crop excess blank space around image. This may involve manual cropping to ensure best quality image.
- Images are named (tagged for the directory file structure) by book, volume, and page.
- Images are grouped (stapled) together to form documents.
- If applicable, images are optimized and scaled for system output.
- When multiple documents (Deeds, Birth Record, etc.) exist on a single page, images are split so that each document is viewable individually. In the case of Vitals, this service incurs additional charges. Amendments are stapled to the appropriate Certificate and indexed in place of the original Certificate.
- Stitching: If identified, images receive stitching where necessary, such as entries that horizontally span the length of more than one page.

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- Client receives a master in a medium suitable to the project size (e.g., SFTP, USB).

Kofile will provide professional services to support the conversion, structuring, and configuration of client-supplied digital records for use within the QuickLink and DocView environment. This includes:

- Conversion of 558 multi-page PDF documents (estimated 4,464 images) into single-page, OCR-ready TIFF images compatible with QuickLink.
- Extraction and formatting of metadata from existing file naming conventions to align with the QuickLink Book, Volume, and Page hierarchy. Non-consistent file naming that cannot be extracted in bulk will require manual entry by the client (no additional charge) or through Kofile digital service team (additional billing per doc). QuickLink index pages will not be created.
- Professional services support for load preparation, ingest, testing, and deployment validation.

These services are in addition to the standard QuickLink installation setup.

Kofile will capture index values from the information on the image of the document. Index values will be captured from a suitable source document image that allows for accurate capture from the image and will be associated with the corresponding digital images.

Index Fields

The following index fields will be captured from the first page of each document:

- Date

Indexing Assumptions and Standards

- All documents and index fields to be captured are typed.
- Index information is present on the front side of the first page of each document and is in a consistent location and in the same format throughout the entire record series.
- Metadata (index) formatting will conform to the requirements of the Client's designated record-keeping or content management system.
- Images provided or produced will be of sufficient source quality and clarity to meet quality standards necessary to enable capture from image indexing.
- Default values will be captured for missing, illegible, or illogical fields.
- Index capture is limited to the defined fields, character limits, and scope described herein. Any changes to index fields, character limits, formatting rules, or document structure may require a change order.

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PRICING

Without a signed agreement, prices are good for 90 days. Pricing is based on estimated document and page counts and condition. Final billing occurs on actual document and page counts and condition per mutually agreed upon pricing; not to exceed the P.O. without written authorization.

Rogers County Clerk | OK					
Project Overview - Estimated Volumes and Pricing					
Record Series	**Volume**	**UOM**	**Quantity**	**Level of Service**	**Estimated Total**
Comm. Journals	86	Per Image	89,538	Archival Imaging	$65,362.74
Comm. Journals	86	Per Image	89,538	Digital Image to Film	$5,372.28
Comm. Journals			1	QuickLink℠	$0.00
		Each	1	QuickLink℠ Initial Site Setup & Load	$7,500.00
		Each	1	QuickLink℠ Annual Licensing, Hosting, Support & Maintenance	$0.00
		Each	55	QuickLink℠ Annual Licensing, Hosting, Support & Maintenance with OCR	$12,360.70
		Each	1	Custom	$6,944.00
Date for each meeting		Per Doc	11,222	Custom Indexing Service	$1,571.08
Product				**Quantity**	**Estimated Total**
				PROJECT TOTAL	**$99,110.80**

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BILLING

Pricing based on the assumptions and records provided by Rogers County Clerk | OK, as outlined in the Scope of Work section of this response. Kofile will invoice based on actual document and image counts times the unit rate and will not exceed the estimated total without written authorization.

PAYMENT TERMS

Kofile will invoice the total fees due upon the earlier of thirty (30) days after completion of all work or final delivery. Kofile's proposal pricing is a good-faith estimate based upon information provided to or understood by Kofile. Actual pricing and fees may vary based upon the actual quantity or condition of records.

PURCHASING VEHICLE

OMNIA

This project is presented as a cooperative purchase under the Omnia administered Region 4 ESC - TX Contract No. R231003 ("Base Contract"). This proposal shall be governed by the terms and conditions of the base contract and Kofile terms and conditions found at https://kofile.com/omnia.

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Customer Acceptance

Name (Authorized Official):	
Title:	
Date:	
Signature:	

Kofile Acceptance

Name (Authorized Official):	
Title:	
Date:	
Signature:	

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Rogers County Mobile App – Terms Packet

Attachment set for Rogers County, Oklahoma – County Attorney Review
Date: January 05, 2026

This attachment set includes: (1) a cover/index PDF and (2) appended full-text PDF agreements where the publisher provides an official PDF. For agreements that are only published as web pages (HTML), the authoritative link is provided for review.

Apple (full-text PDFs attached)

• Apple Developer Program License Agreement (English PDF) — Attached file: Apple-Developer-Program-License-Agreen
Source:
https://developer.apple.com/support/downloads/terms/apple-developer-program/Apple-Developer-Program-License-Agree

• Apple Developer Agreement (English PDF) — Attached file: Apple-Developer-Agreement-20250318-English.pdf
Source:
https://developer.apple.com/support/downloads/terms/apple-developer-agreement/Apple-Developer-Agreement-20250318

• Xcode and Apple SDKs Agreement (PDF) — Attached file: Apple-Xcode-and-SDKs-Agreement.pdf
Source: https://www.apple.com/legal/sla/docs/xcode.pdf

Apple (authoritative web pages)

• App Store Review Guidelines
Source: https://developer.apple.com/app-store/review/guidelines/

• Minimum Terms for Developer EULA
Source: https://www.apple.com/legal/macapps/minterms/

• Agreements hub / Paid Apps Schedule workflow
Source: https://developer.apple.com/support/terms/

• App Store Connect – manage agreements help
Source:
https://developer.apple.com/help/app-store-connect/manage-agreements/sign-and-update-agreements

Google / Android (authoritative web pages)

• Google Play Developer Distribution Agreement (DDA)
Source: https://play.google/developer-distribution-agreement.html

• Play App Signing Terms of Service
Source: https://play.google/play-app-signing-terms/

• Google Play Developer Program Policies
Source: https://support.google.com/googleplay/android-developer/answer/16549787

• Google Play Content Policy Center
Source: https://play.google/developer-content-policy/

• Android Play policy requirements page
Source: https://developer.android.com/distribute/play-policies

• Google Cloud Terms of Service
Source: https://cloud.google.com/terms

• Google Maps Platform Terms
Source: https://cloud.google.com/maps-platform/terms

• Maps Service Terms (service specific)
Source: https://cloud.google.com/maps-platform/terms/maps-service-terms

• Geocoding API Policies
Source: https://developers.google.com/maps/documentation/geocoding/policies

- Firebase Terms of Service
Source: https://firebase.google.com/terms
- Firebase Paid Services Terms
Source: https://firebase.google.com/terms/billing
- Firestore SLA
Source: https://cloud.google.com/firestore/sla
- Play Console Help (link provided by team)
Source: https://support.google.com/googleplay/android-developer/answer/9859152
- Play Console Help (link provided by team)
Source: https://support.google.com/googleplay/android-developer/answer/10787469

Agreements and Guidelines for Apple Developers

In order to use Apple's developer tools and services, or distribute software on Apple platforms, you'll need to adhere to the applicable terms in the following agreements and guidelines. Be certain to read the relevant terms carefully as you design and develop your software.

Program license agreements

Terms of use agreements

Guidelines

Program license agreements

Please note that the English language version of the agreements you accept in your developer account are binding and the most up to date. Any other language translations of select agreements that we may provide are for your convenience.

Apple Developer Program License Agreement

Terms and conditions that govern membership in the Apple Developer Program and the distribution of free apps.

View agreement

View agreement (PDF) View translations ⊕

Paid Applications Agreement (Schedules 2 and 3 of the Apple Developer Program License Agreement)

A schedule to the Apple Developer Program License Agreement. Acceptance of the latest version in App Store Connect is required to offer paid apps and in-app purchases.

View agreement

View agreement (PDF) View translations ⊕

View exhibits (PDF) View translations ⊕

Apple Developer Enterprise Program License Agreement

Terms and conditions that govern membership in the Apple Developer Enterprise Program.

View agreement View translations

Terms of use agreements

Apple Developer Agreement

Terms and conditions that govern the use of the Apple Developer website, beta software, events, and more.

View agreement View translations

Xcode and Apple SDKs Agreement

Terms and conditions that govern the use of Xcode developer tools and software development kits (SDKs).

View agreement

App Store Connect Terms of Service

Terms and conditions that govern the use of the App Store Connect website and services used to distribute apps on the App Store.

View agreement

TestFlight Terms and Conditions

Terms and conditions that govern the use of TestFlight, including beta testing of any prerelease applications downloaded through TestFlight.

View agreement

Apple Developer Forums Agreement

Terms and conditions that govern participation in one or more discussion forums made available by Apple to Apple developers.

View agreement

Guidelines

App Review Guidelines

A set of technical, content, and design criteria we use to review all apps and app updates submitted to the App Store in an effort to determine whether they are reliable, perform as expected, respect user privacy, and are free of objectionable content.

View guidelines View translations

Human Interface Guidelines

Guidance and UI resources for designing great apps that integrate seamlessly with Apple platforms.

View guidelines View translations ⊕

App Store Marketing Resources and Identity Guidelines

Guidance on including App Store badges, photography and video, Apple product images, and more in your marketing communications.

View guidelines View translations ⊕

Guidelines for Using Apple Trademarks and Copyrights

Guidance on using Apple trademarks, service marks, or images in your marketing and reference materials, websites, products, and packaging.

View guidelines

View licensing and trademarks

App Store Promo Artwork Guidelines

Guidance on preparing your promotional artwork if your app is considered for featuring by the App Store.

View guidelines

Apple Pay Marketing Guidelines

Guidance on letting your customers know that you support Apple Pay.

View guidelines

Acceptable Use Guidelines for Apple Pay on the Web

Guidance on incorporating Apple Pay into your website.

View guidelines

Add to Apple Wallet Guidelines

Guidance on including "Add to Apple Wallet" buttons in your apps, web pages, and emails, as well as using the badge on printed materials.

View guidelines



Submit your feedback



Ask questions on the forums



Contact Apple Developer Support

Platforms

iOS
iPadOS
macOS
tvOS
visionOS
watchOS

Tools

Swift
SwiftUI
Swift Playground
TestFlight
Xcode
Xcode Cloud
Icon Composer
SF Symbols

Topics & Technologies

Accessibility
Accessories
Apple Intelligence
App Store
Audio & Video
Augmented Reality
Business
Design
Distribution
Education
Fonts
Games
Health & Fitness
In-App Purchase
Localization
Maps & Location
Machine Learning & AI
Open Source
Security
Safari & Web

Resources

Documentation
Sample Code
Tutorials
Downloads
Forums
Videos

Support

Support Articles
Contact Us
Bug Reporting
System Status

Account

Apple Developer
App Store Connect
Certificates, IDs, & Profiles
Feedback Assistant

Programs

Apple Developer Program
Apple Developer Enterprise Program
App Store Small Business Program
MFi Program
Mini Apps Partner Program
News Partner Program
Video Partner Program
Security Bounty Program
Security Research Device Program

Events

Meet with Apple
Apple Developer Centers
App Store Awards
Apple Design Awards
Apple Developer Academies
WWDC

Get the Apple Developer app.

Light Dark Auto

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English

App Review Guidelines

Apps are changing the world, enriching people's lives, and enabling developers like you to innovate like never before. As a result, the App Store has grown into an exciting and vibrant ecosystem for millions of developers and more than a billion users. Whether you are a first-time developer or a large team of experienced programmers, we are excited that you are creating apps for our platforms, and want to help you understand our guidelines so you can be confident your app will get through the review process quickly.

Introduction
Before You Submit
1. Safety
2. Performance
3. Business
4. Design
5. Legal
After You Submit

Highlight Notarization Review Guidelines Only

Introduction

The guiding principle of the App Store is simple—we want to provide a safe experience for users to get apps and a great opportunity for all developers to be successful. We do this by offering a highly curated App Store where every app is reviewed by experts and an editorial team helps users discover new apps every day. We also scan each app for malware and other software that may impact user safety, security, and privacy. These efforts have made Apple's platforms the safest for consumers around the world.

In the European Union, developers can also distribute notarized iOS and iPadOS apps from alternative app marketplaces and directly from their website; in Japan, developers can also distribute iOS apps from alternative app marketplaces. Learn more about alternative app marketplaces, Web Distribution, and Notarization for iOS and iPadOS apps. You can see which guidelines apply to Notarization for iOS and iPadOS apps by clicking on "Highlight Notarization Review Guidelines Only" in the menu to the left.

For everything else there is always the open Internet. If the App Store model and guidelines or alternative distribution and

Notarization for iOS and iPadOS apps are not best for your app or business idea that's okay, we provide Safari for a great web experience too.

On the following pages you will find our latest guidelines arranged into five clear sections: Safety, Performance, Business, Design, and Legal. The App Store is always changing and improving to keep up with the needs of our customers and our products. Your apps should change and improve as well in order to stay on the App Store.

A few other points to keep in mind about distributing your app on our platforms:

- We have lots of kids downloading lots of apps. Parental controls work great to protect kids, but you have to do your part too. So know that we're keeping an eye out for the kids.
- The App Store is a great way to reach hundreds of millions of people around the world. If you build an app that you just want to show to family and friends, the App Store isn't the best way to do that. Consider using Xcode to install your app on a device for free or use Ad Hoc distribution available to Apple Developer Program members. If you're just getting started, learn more about the Apple Developer Program.
- We strongly support all points of view being represented on the App Store, as long as the apps are respectful to users with differing opinions and the quality of the app experience is great. We will reject apps for any content or behavior that we believe is over the line. What line, you ask? Well, as a Supreme Court Justice once said, "I'll know it when I see it". And we think that you will also know it when you cross it.
- If you attempt to cheat the system (for example, by trying to trick the review process, steal user data, copy another developer's work, manipulate ratings or App Store discovery) your apps will be removed from the store and you will be expelled from the Apple Developer Program.

- You are responsible for making sure everything in your app complies with these guidelines, including ad networks, analytics services, and third-party SDKs, so review and choose them carefully.
- Some features and technologies that are not generally available to developers may be offered as an entitlement for limited use cases. For example, we offer entitlements for CarPlay Audio, HyperVisor, and Privileged File Operations.

We hope these guidelines help you sail through the review process, and that approvals and rejections remain consistent across the board. This is a living document; new apps presenting new questions may result in new rules at any time. Perhaps your app will trigger this. We love this stuff too, and honor what you do. We're really trying our best to create the best platform in the world for you to express your talents and make a living, too.

Before You Submit

To help your app approval go as smoothly as possible, review the common missteps listed below that can slow down the review process or trigger a rejection. This doesn't replace the guidelines or guarantee approval, but making sure you can check every item on the list is a good start. If your app no longer functions as intended or you're no longer actively supporting it, it will be removed from the App Store. Learn more about App Store Improvements.

Make sure you:

- Test your app for crashes and bugs
- Ensure that all app information and metadata is complete and accurate
- Update your contact information in case App Review needs to reach you
- Provide App Review with full access to your app. If your app includes account-based features, provide either an active demo account or fully-featured demo

mode, plus any other hardware or resources that might be needed to review your app (e.g. login credentials or a sample QR code)

- Enable backend services so that they're live and accessible during review
- Include detailed explanations of non-obvious features and in-app purchases in the App Review notes, including supporting documentation where appropriate
- Check whether your app follows guidance in other documentation, such as:

Developer Documentation

SwiftUI

UIKit

AppKit

App extensions

Optimizing Your App's Data for iCloud Backup

Apple File System

App Store Connect Help

Developer Account Help

Design Guidelines

Human Interface Guidelines

Brand and Marketing Guidelines

Marketing Resources and Identity Guidelines

Apple Pay Marketing Guidelines

Add to Apple Wallet Guidelines

Guidelines for Using Apple Trademarks and Copyrights

Guidelines that include apply to Notarization for iOS and iPadOS apps in the EU and Notarization for iOS apps in Japan.

1. Safety

When people install an app from the App Store, they want to feel confident that it's safe to do so—that the app doesn't contain upsetting or offensive content, won't

damage their device, and isn't likely to cause physical harm from its use. We've outlined the major pitfalls below, but if you're looking to shock and offend people, the App Store isn't the right place for your app. Some of these rules are also included in Notarization for iOS and iPadOS apps.

1.1 Objectionable Content
Apps should not include content that is offensive, insensitive, upsetting, intended to disgust, in exceptionally poor taste, or just plain creepy. Examples of such content include:

1.1.1 Defamatory, discriminatory, or mean-spirited content, including references or commentary about religion, race, sexual orientation, gender, national/ethnic origin, or other targeted groups, particularly if the app is likely to humiliate, intimidate, or harm a targeted individual or group. Professional political satirists and humorists are generally exempt from this requirement.

1.1.2 Realistic portrayals of people or animals being killed, maimed, tortured, or abused, or content that encourages violence. "Enemies" within the context of a game cannot solely target a specific race, culture, real government, corporation, or any other real entity.

1.1.3 Depictions that encourage illegal or reckless use of weapons and dangerous objects, or facilitate the purchase of firearms or ammunition.

1.1.4 Overtly sexual or pornographic material, defined as "explicit descriptions or displays of sexual organs or activities intended to stimulate erotic rather than aesthetic or emotional feelings." This includes "hookup" apps and other apps that may include pornography or be used to facilitate prostitution, or human trafficking and exploitation.

1.1.5 Inflammatory religious commentary or inaccurate or misleading quotations of religious texts.

1.1.6 False information and features, including inaccurate device data or

trick/joke functionality, such as fake location trackers. Stating that the app is "for entertainment purposes" won't overcome this guideline. Apps that enable anonymous or prank phone calls or SMS/MMS messaging will be rejected.

1.1.7 Harmful concepts which capitalize or seek to profit on recent or current events, such as violent conflicts, terrorist attacks, and epidemics.

1.2 User-Generated Content

Apps with user-generated content present particular challenges, ranging from intellectual property infringement to anonymous bullying. To prevent abuse, apps with user-generated content or social networking services must include:

- A method for filtering objectionable material from being posted to the app
- A mechanism to report offensive content and timely responses to concerns
- The ability to block abusive users from the service
- Published contact information so users can easily reach you

Apps with user-generated content or services that end up being used primarily for pornographic content, Chatroulette-style experiences, objectification of real people (e.g. "hot-or-not" voting), making physical threats, or bullying do not belong on the App Store and may be removed without notice. If your app includes user-generated content from a web-based service, it may display incidental mature "NSFW" content, provided that the content is hidden by default and only displayed when the user turns it on via your website.

1.2.1 Creator Content

Apps which feature content from a specific community of users called "creators" are a great opportunity if properly moderated. These apps present a singular, unified experience for customers to interact with various kinds of creator content. They offer

tools and programs to help this community of non-developer creators to author, share, and monetize user-generated experiences. These experiences must not change the core features and functionality of the native app—rather, they add content to those structured experiences. These experiences are not native "apps" coded by developers—they are content within the app itself and are treated as user-generated content by App Review. Such creator content may include video, articles, audio, and even casual games. The App Store supports apps offering such user-generated content so long as they follow all Guidelines, including Guideline 1.2 for moderating user-generated content and Guideline 3.1.1 for payments and in-app purchases. You should communicate to users which content requires additional purchases.

(a) Creator apps must provide a way for users to identify content that exceeds the app's age rating, and use an age restriction mechanism based on verified or declared age to limit access by underage users.

1.3 Kids Category

The Kids Category is a great way for people to easily find apps that are designed for children. If you want to participate in the Kids Category, you should focus on creating a great experience specifically for younger users. These apps must not include links out of the app, purchasing opportunities, or other distractions to kids unless reserved for a designated area behind a parental gate. Keep in mind that once customers expect your app to follow the Kids Category requirements, it will need to continue to meet these guidelines in subsequent updates, even if you decide to deselect the category. Learn more about parental gates.

You must comply with applicable privacy laws around the world relating to the collection of data from children online. Be sure to review the Privacy section of these guidelines for more information. In

addition, Kids Category apps may not send personally identifiable information or device information to third parties. Apps in the Kids Category should not include third-party analytics or third-party advertising. This provides a safer experience for kids. In limited cases, third-party analytics may be permitted provided that the services do not collect or transmit the IDFA or any identifiable information about children (such as name, date of birth, email address), their location, or their devices. This includes any device, network, or other information that could be used directly or combined with other information to identify users and their devices. Third-party contextual advertising may also be permitted in limited cases provided that the services have publicly documented practices and policies for Kids Category apps that include human review of ad creatives for age appropriateness.

1.4 Physical Harm

If your app behaves in a way that risks physical harm, we may reject it. For example:

1.4.1 Medical apps that could provide inaccurate data or information, or that could be used for diagnosing or treating patients may be reviewed with greater scrutiny.

- Apps must clearly disclose data and methodology to support accuracy claims relating to health measurements, and if the level of accuracy or methodology cannot be validated, we will reject your app. For example, apps that claim to take x-rays, measure blood pressure, body temperature, blood glucose levels, or blood oxygen levels using only the sensors on the device are not permitted.
- Apps should remind users to check with a doctor in addition to using the app and before making medical decisions.

If your medical app has received regulatory clearance, please submit a

link to that documentation with your app.

1.4.2 Drug dosage calculators must come from the drug manufacturer, a hospital, university, health insurance company, pharmacy or other approved entity, or receive approval by the FDA or one of its international counterparts. Given the potential harm to patients, we need to be sure that the app will be supported and updated over the long term.

1.4.3 Apps that encourage consumption of tobacco and vape products, illegal drugs, or excessive amounts of alcohol are not permitted. Apps that encourage minors to consume any of these substances will be rejected. Facilitating the sale of controlled substances (except for licensed pharmacies and licensed or otherwise legal cannabis dispensaries), or tobacco is not allowed.

1.4.4 Apps may only display DUI checkpoints that are published by law enforcement agencies, and should never encourage drunk driving or other reckless behavior such as excessive speed.

1.4.5 Apps should not urge customers to participate in activities (like bets, challenges, etc.) or use their devices in a way that risks physical harm to themselves or others.

1.5 Developer Information

People need to know how to reach you with questions and support issues. Make sure your app and its Support URL include an easy way to contact you; this is particularly important for apps that may be used in the classroom. Failure to include accurate and up-to-date contact information not only frustrates customers, but may violate the law in some countries or regions. Also ensure that Wallet passes include valid contact information from the issuer and are signed with a dedicated certificate assigned to the brand or trademark owner of the pass.

1.6 Data Security

Apps should implement appropriate security measures to ensure proper handling of user information collected pursuant to the Apple Developer Program License Agreement and these Guidelines (see Guideline 5.1 for more information) and prevent its unauthorized use, disclosure, or access by third parties.

1.7 Reporting Criminal Activity

Apps for reporting alleged criminal activity must involve local law enforcement, and can only be offered in countries or regions where such involvement is active.

2. Performance

2.1 App Completeness

(a) Submissions to App Review, including apps you make available for pre-order, should be final versions with all necessary metadata and fully functional URLs included; placeholder text, empty websites, and other temporary content should be scrubbed before submission. Make sure your app has been tested on-device for bugs and stability before you submit it, and include demo account info (and turn on your back-end service!) if your app includes a login. If you are unable to provide a demo account due to legal or security obligations, you may include a built-in demo mode in lieu of a demo account with prior approval by Apple. Ensure the demo mode exhibits your app's full features and functionality. We will reject incomplete app bundles and binaries that crash or exhibit obvious technical problems.

(b) If you offer in-app purchases in your app, make sure they are complete, up-to-date, visible to the reviewer and functional. If any configured in-app purchase items cannot be found or reviewed in your app, explain the reason in your review notes.

2.2 Beta Testing

Demos, betas, and trial versions of your app don't belong on the App Store – use TestFlight instead. Any app submitted for beta distribution via TestFlight should be intended for public distribution and should comply with the App Review Guidelines. Note, however, that apps using TestFlight cannot be distributed to testers in exchange for compensation of any kind, including as a reward for crowd-sourced funding. Significant updates to your beta build should be submitted to TestFlight App Review before being distributed to your testers. To learn more, visit the TestFlight Beta Testing page.

2.3 Accurate Metadata

Customers should know what they're getting when they download or buy your app, so make sure all your app metadata, including privacy information, your app description, screenshots, and previews accurately reflect the app's core experience and remember to keep them up-to-date with new versions.

2.3.1

(a) Don't include any hidden, dormant, or undocumented features in your app; your app's functionality should be clear to end users and App Review. All new features, functionality, and product changes must be described with specificity in the Notes for Review section of App Store Connect (generic descriptions will be rejected) and accessible for review. Similarly, marketing your app in a misleading way, such as by promoting content or services that it does not actually offer (e.g. iOS-based virus and malware scanners) or promoting a false price, whether within or outside of the App Store, is grounds for removal of your app from the App Store or a block from installing via alternative distribution and termination of your developer account.

(b) Egregious or repeated behavior is grounds for removal from the Apple Developer Program. We work

hard to make the App Store a trustworthy ecosystem and expect our app developers to follow suit; if you're dishonest, we don't want to do business with you.

2.3.2 If your app includes in-app purchases, make sure your app description, screenshots, and previews clearly indicate whether any featured items, levels, subscriptions, etc. require additional purchases. If you decide to promote in-app purchases on the App Store, ensure that the in-app purchase Display Name, Screenshot and Description are appropriate for a public audience, that you follow the guidance found in Promoting Your In-App Purchases, and that your app properly handles the SKPaymentTransactionObserver method so that customers can seamlessly complete the purchase when your app launches.

2.3.3 Screenshots should show the app in use, and not merely the title art, login page, or splash screen. They may also include text and image overlays (e.g. to demonstrate input mechanisms, such as an animated touch point or Apple Pencil) and show extended functionality on device, such as Touch Bar.

2.3.4 Previews are a great way for customers to see what your app looks like and what it does. To ensure people understand what they'll be getting with your app, previews may only use video screen captures of the app itself. Stickers and iMessage extensions may show the user experience in the Messages app. You can add narration and video or textual overlays to help explain anything that isn't clear from the video alone.

2.3.5 Select the most appropriate category for your app, and check out the App Store Category Definitions if you need help. If you're way off base, we may change the category for you.

2.3.6 Answer the age rating questions in App Store Connect

honestly so that your app aligns properly with parental controls. If your app is mis-rated, customers might be surprised by what they get, or it could trigger an inquiry from government regulators. If your app includes media that requires the display of content ratings or warnings (e.g. films, music, games, etc.), you are responsible for complying with local requirements in each territory where your app is available.

2.3.7 Choose a unique app name, assign keywords that accurately describe your app, and don't try to pack any of your metadata with trademarked terms, popular app names, pricing information, or other irrelevant phrases just to game the system. App names must be limited to 30 characters. Metadata such as app names, subtitles, screenshots, and previews should not include prices, terms, or descriptions that are not specific to the metadata type. App subtitles are a great way to provide additional context for your app; they must follow our standard metadata rules and should not include inappropriate content, reference other apps, or make unverifiable product claims. Apple may modify inappropriate keywords at any time or take other appropriate steps to prevent abuse.

2.3.8 Metadata should be appropriate for all audiences, so make sure your app and in-app purchase icons, screenshots, and previews adhere to a 4+ age rating even if your app is rated higher. For example, if your app is a game that includes violence, select images that don't depict a gruesome death or a gun pointed at a specific character. Use of terms like "For Kids" and "For Children" in app metadata is reserved in the App Store for the Kids Category. Remember to ensure your metadata, including app name and icons (small, large, Apple Watch app, alternate icons, etc.), are similar to avoid creating confusion.

2.3.9 You are responsible for securing the rights to use all materials in your app icons, screenshots, and previews, and you should display fictional account information instead of data from a real person.

2.3.10 Make sure your app is focused on the experience of the Apple platforms it supports, and don't include names, icons, or imagery of other mobile platforms or alternative app marketplaces in your app or metadata, unless there is specific, approved interactive functionality. Make sure your app metadata is focused on the app itself and its experience. Don't include irrelevant information.

2.3.11 Apps you submit for pre-order on the App Store must be complete and deliverable as submitted. Ensure that the app you ultimately release is not materially different from what you advertise while the app is in a pre-order state. If you make material changes to the app (e.g. change business models), you should restart your pre-order sales.

2.3.12 Apps must clearly describe new features and product changes in their "What's New" text. Simple bug fixes, security updates, and performance improvements may rely on a generic description, but more significant changes must be listed in the notes.

2.3.13 In-app events are timely events that happen within your app. To feature your event on the App Store, it must fall within an event type provided in App Store Connect. All event metadata must be accurate and pertain to the event itself, rather than the app more generally. Events must happen at the times and dates you select in App Store Connect, including across multiple storefronts. You may monetize your event so long as you follow the rules set forth in Section 3 on Business. And your event deep link must direct users to the proper destination within your app. Read In-App Events for detailed guidance on acceptable event metadata and event deep links.

2.4 Hardware Compatibility

2.4.1 To ensure people get the most out of your app, iPhone apps should run on iPad whenever possible. We encourage you to consider building apps so customers can use them on all of their devices.

2.4.2 Design your app to use power efficiently and be used in a way that does not risk damage to the device. Apps should not rapidly drain battery, generate excessive heat, or put unnecessary strain on device resources. For example, apps should not encourage placing the device under a mattress or pillow while charging or perform excessive write cycles to the solid state drive. Apps, including any third-party advertisements displayed within them, may not run unrelated background processes, such as cryptocurrency mining.

2.4.3 People should be able to use your Apple TV app without the need for hardware inputs beyond the Siri remote or third-party game controllers, but feel free to provide enhanced functionality when other peripherals are connected. If you require a game controller, make sure you clearly explain that in your metadata so customers know they need additional equipment to play.

2.4.4 Apps should never suggest or require a restart of the device or modifications to system settings unrelated to the core functionality of the app. For example, don't encourage users to turn off Wi-Fi, disable security features, etc.

2.4.5 Apps distributed via the Mac App Store have some additional requirements to keep in mind:

(i) They must be appropriately sandboxed, and follow macOS File System Documentation. They should also only use the appropriate macOS APIs for modifying user data stored by other apps (e.g. bookmarks, Address Book, or Calendar entries).

(ii) They must be packaged and submitted using technologies provided in Xcode; no third-party installers allowed. They must also be self-contained, single app installation bundles and cannot install code or resources in shared locations.

(iii) They may not auto-launch or have other code run automatically at startup or login without consent nor spawn processes that continue to run without consent after a user has quit the app. They should not automatically add their icons to the Dock or leave shortcuts on the user desktop.

(iv) They may not download or install standalone apps, kexts, additional code, or resources to add functionality or significantly change the app from what we see during the review process.

(v) They may not request escalation to root privileges or use setuid attributes.

(vi) They may not present a license screen at launch, require license keys, or implement their own copy protection.

(vii) They must use the Mac App Store to distribute updates; other update mechanisms are not allowed.

(viii) Apps should run on the currently shipping OS and may not use deprecated or optionally installed technologies (e.g. Java)

(ix) Apps must contain all language and localization support in a single app bundle.

2.5 Software Requirements

2.5.1 Apps may only use public APIs and must run on the currently shipping OS. Learn more about public APIs. Keep your apps up-to-date and make sure you phase out any deprecated features, frameworks or technologies that will no longer be supported in future versions of an OS. Apps should use APIs and

frameworks for their intended purposes and indicate that integration in their app description. For example, the HomeKit framework should provide home automation services; and HealthKit should be used for health and fitness purposes and integrate with the Health app.

2.5.2 Apps should be self-contained in their bundles, and may not read or write data outside the designated container area, nor may they download, install, or execute code which introduces or changes features or functionality of the app, including other apps. Educational apps designed to teach, develop, or allow students to test executable code may, in limited circumstances, download code provided that such code is not used for other purposes. Such apps must make the source code provided by the app completely viewable and editable by the user.

2.5.3 Apps that transmit viruses, files, computer code, or programs that may harm or disrupt the normal operation of the operating system and/or hardware features, including Push Notifications and Game Center, will be rejected. Egregious violations and repeat behavior will result in removal from the Apple Developer Program.

2.5.4 Multitasking apps may only use background services for their intended purposes: VoIP, audio playback, location, task completion, local notifications, etc.

2.5.5 Apps must be fully functional on IPv6-only networks.

2.5.6 Apps that browse the web must use the appropriate WebKit framework and WebKit JavaScript. You may apply for an entitlement to use an alternative web browser engine in your app. Learn more about these entitlements.

2.5.7 Intentionally omitted.

2.5.8 Apps that create alternate desktop/home screen environments will be rejected.

2.5.9 Apps that alter or disable the functions of standard switches, such as the Volume Up/Down and Ring/Silent switches, or other native user interface elements or behaviors will be rejected. For example, apps should not block links out to other apps or other features that users would expect to work a certain way.

2.5.10 Intentionally omitted.

2.5.11 SiriKit and Shortcuts

(i) Apps integrating SiriKit and Shortcuts should only sign up for intents they can handle without the support of an additional app and that users would expect from the stated functionality. For example, if your app is a meal planning app, you should not incorporate an intent to start a workout, even if the app shares integration with a fitness app.

(ii) Ensure that the vocabulary and phrases in your plist pertains to your app and the Siri functionality of the intents the app has registered for. Aliases must relate directly to your app or company name and should not be generic terms or include third-party app names or services.

(iii) Resolve the Siri request or Shortcut in the most direct way possible and do not insert ads or other marketing between the request and its fulfillment. Only request a disambiguation when required to complete the task (e.g. asking the user to specify a particular type of workout).

2.5.12 Apps using CallKit or including an SMS Fraud Extension should only block phone numbers that are confirmed spam. Apps that include call-, SMS-, and MMS- blocking functionality or spam identification must clearly identify these features in their marketing text and explain the criteria for their blocked and spam lists.

You may not use the data accessed via these tools for any purpose not directly related to operating or improving your app or extension (e.g. you may not use, share, or sell it for tracking purposes, creating user profiles, etc.).

2.5.13 Apps using facial recognition for account authentication must use LocalAuthentication (and not ARKit or other facial recognition technology) where possible, and must use an alternate authentication method for users under 13 years old.

2.5.14 Apps must request explicit user consent and provide a clear visual and/or audible indication when recording, logging, or otherwise making a record of user activity. This includes any use of the device camera, microphone, screen recordings, or other user inputs.

2.5.15 Apps that enable users to view and select files should include items from the Files app and the user's iCloud documents.

2.5.16 Widgets, extensions, and notifications should be related to the content and functionality of your app.

(a) Additionally, all App Clip features and functionality must be included in the main app binary. App Clips cannot contain advertising.

2.5.17 Apps that support Matter must use Apple's support framework for Matter to initiate pairing. In addition, if you choose to use any Matter software component in your app other than the Matter SDK provided by Apple, the software component must be certified by the Connectivity Standards Alliance for the platform it runs on.

2.5.18 Display advertising should be limited to your main app binary, and should not be included in extensions, App Clips, widgets, notifications, keyboards, watchOS apps, etc. Ads displayed in an app must be appropriate for the app's age rating, allow the user to see all information used to target them for that ad (without

requiring the user to leave the app), and may not engage in targeted or behavioral advertising based on sensitive user data such as health/medical data (e.g. from the HealthKit APIs), school and classroom data (e.g. from ClassKit), or from kids (e.g. from apps in the App Store's Kids Category), etc. Interstitial ads or ads that interrupt or block the user experience must clearly indicate that they are an ad, must not manipulate or trick users into tapping into them, and must provide easily accessible and visible close/skip buttons large enough for people to easily dismiss the ad. Apps that contain ads must also include the ability for users to report any inappropriate or age-inappropriate ads.

3. Business

There are many ways to monetize your app on the App Store. If your business model isn't obvious, make sure to explain in its metadata and App Review notes. If we can't understand how your app works or your in-app purchases aren't immediately obvious, it will delay your review and may trigger a rejection. And while pricing is up to you, we won't distribute apps and in-app purchase items that are clear rip-offs. We'll reject expensive apps that try to cheat users with irrationally high prices.

If we find that you have attempted to manipulate reviews, inflate your chart rankings with paid, incentivized, filtered, or fake feedback, or engage with third-party services to do so on your behalf, we will take steps to preserve the integrity of the App Store, which may include expelling you from the Apple Developer Program.

3.1 Payments

3.1.1 In-App Purchase:

- If you want to unlock features or functionality within your app, (by way of example: subscriptions, in-game currencies, game levels, access to

premium content, or unlocking a full version), you must use in-app purchase. Apps may not use their own mechanisms to unlock content or functionality, such as license keys, augmented reality markers, QR codes, cryptocurrencies and cryptocurrency wallets, etc.

- Apps may use in-app purchase currencies to enable customers to "tip" the developer or digital content providers in the app.
- Any credits or in-game currencies purchased via in-app purchase may not expire, and you should make sure you have a restore mechanism for any restorable in-app purchases.
- Apps may enable gifting of items that are eligible for in-app purchase to others. Such gifts may only be refunded to the original purchaser and may not be exchanged.
- Apps distributed via the Mac App Store may host plug-ins or extensions that are enabled with mechanisms other than the App Store.
- Apps offering "loot boxes" or other mechanisms that provide randomized virtual items for purchase must disclose the odds of receiving each type of item to customers prior to purchase.
- Digital gift cards, certificates, vouchers, and coupons which can be redeemed for digital goods or services can only be sold in your app using in-app purchase. Physical gift cards that are sold within an app and then mailed to customers may use payment methods other than in-app purchase.
- Non-subscription apps may offer a free time-based trial period before presenting a full unlock option by setting up a Non-Consumable IAP item at Price Tier 0 that follows the naming convention: "XX-day Trial." Prior to the start of the trial, your app must clearly identify its duration, the

content or services that will no longer be accessible when the trial ends, and any downstream charges the user would need to pay for full functionality. Learn more about managing content access and the duration of the trial period using Receipts and DeviceCheck.

- Apps may use in-app purchase to sell and sell services related to non-fungible tokens (NFTs), such as minting, listing, and transferring. Apps may allow users to view their own NFTs, provided that NFT ownership does not unlock features or functionality within the app. Apps may allow users to browse NFT collections owned by others, provided that, except for apps on the United States storefront, the apps may not include buttons, external links, or other calls to action that direct customers to purchasing mechanisms other than in-app purchase.

3.1.1(a) Link to Other Purchase Methods: Developers may apply for entitlements to provide a link in their app to a website the developer owns or maintains responsibility for in order to purchase digital content or services. These entitlements are not required for developers to include buttons, external links, or other calls to action in their United States storefront apps. Please see additional details below.

- StoreKit External Purchase Link Entitlements: apps on the App Store in specific regions may offer in-app purchases and also use a StoreKit External Purchase Link Entitlement to include a link to the developer's website that informs users of other ways to purchase digital goods or services. Learn more about these entitlements. In accordance with the entitlement agreements, the link may inform users about where and how to purchase those in-app purchase items, and the fact that such items may be available for a comparatively lower price. The entitlements are

limited to use only in the iOS or iPadOS App Store in specific storefronts. In all other storefronts, except for the United States storefront, where this prohibition does not apply, apps and their metadata may not include buttons, external links, or other calls to action that direct customers to purchasing mechanisms other than in-app purchase.

- Music Streaming Services Entitlements: music streaming apps in specific regions can use Music Streaming Services Entitlements to include a link (which may take the form of a buy button) to the developer's website that informs users of other ways to purchase digital music content or services. These entitlements also permit music streaming app developers to invite users to provide their email address for the express purpose of sending them a link to the developer's website to purchase digital music content or services. Learn more about these entitlements. In accordance with the entitlement agreements, the link may inform users about where and how to purchase those in-app purchase items, and the price of such items. The entitlements are limited to use only in the iOS or iPadOS App Store in specific storefronts. In all other storefronts, streaming music apps and their metadata may not include buttons, external links, or other calls to action that direct customers to purchasing mechanisms other than in-app purchase.
- If your app engages in misleading marketing practices, scams, or fraud in relation to the entitlement, your app will be removed from the App Store and you may be removed from the Apple Developer Program.

3.1.2 Subscriptions: Apps may offer auto-renewable in-app purchase subscriptions, regardless of category on the App Store. When incorporating

auto-renewable subscriptions into your app, be sure to follow the guidelines below.

3.1.2(a) Permissible uses: If you offer an auto-renewable subscription, you must provide ongoing value to the customer, and the subscription period must last at least seven days and be available across all of the user's devices. While the following list is not exhaustive, examples of appropriate subscriptions include: new game levels; episodic content; multiplayer support; apps that offer consistent, substantive updates; access to large collections of, or continually updated, media content; software as a service ("SAAS"); and cloud support. In addition:

- Subscriptions may be offered alongside à la carte offerings (e.g. you may offer a subscription to an entire library of films as well the purchase or rental of a single movie).
- Games offered in a streaming game service subscription may offer a single subscription that is shared across third-party apps and services; however, they must be downloaded directly from the App Store, must be designed to avoid duplicate payment by a subscriber, and should not disadvantage non-subscriber customers.
- Subscriptions must work on all of the user's devices where the app is available. Learn more about sharing a subscription across your apps.
- As with all apps, those offering subscriptions should allow a user to get what they've paid for without performing additional tasks, such as posting on social media, uploading contacts, checking in to the app a certain number of times, etc.
- Subscriptions may include consumable credits, gems, in-game currencies, etc., and you may offer subscriptions that include access to discounted consumable goods (e.g. a platinum membership that exposes gem-packs for a reduced price).

- If you are changing your existing app to a subscription-based business model, you should not take away the primary functionality existing users have already paid for. For example, let customers who have already purchased a "full game unlock" continue to access the full game after you introduce a subscription model for new customers.
- Auto-renewable subscription apps may offer a free trial period to customers by providing the relevant information set forth in App Store Connect. Learn more about providing subscription offers.
- Apps that attempt to scam users will be removed from the App Store. This includes apps that attempt to trick users into purchasing a subscription under false pretenses or engage in bait-and-switch and scam practices; these will be removed from the App Store and you may be removed from the Apple Developer Program.
- Cellular carrier apps may include auto-renewable music and video subscriptions when purchased in bundles with new cellular data plans, with prior approval by Apple. Other auto-renewable subscriptions may also be included in bundles when purchased with new cellular data plans, with prior approval by Apple, if the cellular carrier apps support in-app purchase for users. Such subscriptions cannot include access to or discounts on consumable items, and the subscriptions must terminate coincident with the cellular data plan.

3.1.2(b) Upgrades and Downgrades: Users should have a seamless upgrade/downgrade experience and should not be able to inadvertently subscribe to multiple variations of the same thing. Review best practices on managing your subscription upgrade and downgrade options.

3.1.2(c) Subscription Information: Before asking a customer to subscribe,

you should clearly describe what the user will get for the price. How many issues per month? How much cloud storage? What kind of access to your service? Ensure you clearly communicate the requirements described in Schedule 2 of the Apple Developer Program License Agreement.

3.1.3 Other Purchase Methods: The following apps may use purchase methods other than in-app purchase. Apps in this section cannot, within the app, encourage users to use a purchasing method other than in-app purchase, except for apps on the United States storefront and as set forth in 3.1.1(a) and 3.1.3(a). Developers can send communications outside of the app to their user base about purchasing methods other than in-app purchase.

3.1.3(a) "Reader" Apps: Apps may allow a user to access previously purchased content or content subscriptions (specifically: magazines, newspapers, books, audio, music, and video). Reader apps may offer account creation for free tiers, and account management functionality for existing customers. Reader app developers may apply for the External Link Account Entitlement to provide an informational link in their app to a web site the developer owns or maintains responsibility for in order to create or manage an account. This entitlement is not required for developers to include buttons, external links, or other calls to action in their United States storefront apps. Learn more about the External Link Account Entitlement.

3.1.3(b) Multiplatform Services: Apps that operate across multiple platforms may allow users to access content, subscriptions, or features they have acquired in your app on other platforms or your web site, including consumable items in multi-platform games, provided those items are also available as in-app purchases within the app.

3.1.3(c) Enterprise Services: If your app is only sold directly by you to organizations or groups for their employees or students (for example professional databases and classroom management tools), you may allow enterprise users to access previously-purchased content or subscriptions. Consumer, single user, or family sales must use in-app purchase.

3.1.3(d) Person-to-Person Services: If your app enables the purchase of real-time person-to-person services between two individuals (for example tutoring students, medical consultations, real estate tours, or fitness training), you may use purchase methods other than in-app purchase to collect those payments. One-to-few and one-to-many real-time services must use in-app purchase.

3.1.3(e) Goods and Services Outside of the App: If your app enables people to purchase physical goods or services that will be consumed outside of the app, you must use purchase methods other than in-app purchase to collect those payments, such as Apple Pay or traditional credit card entry.

3.1.3(f) Free Stand-alone Apps: Free apps acting as a stand-alone companion to a paid web based tool (i.e. VoIP, Cloud Storage, Email Services, Web Hosting) do not need to use in-app purchase, provided there is no purchasing inside the app, or calls to action for purchase outside of the app.

3.1.3(g) Advertising Management Apps: Apps for the sole purpose of allowing advertisers (persons or companies that advertise a product, service, or event) to purchase and manage advertising campaigns across media types (television, outdoor, websites, apps, etc.) do not need to use in-app purchase. These apps are intended for campaign management purposes and do not display the advertisements themselves. Digital purchases for content that is experienced or consumed in an app, including buying advertisements to

display in the same app (such as sales of "boosts" for posts in a social media app) must use in-app purchase.

3.1.4 Hardware-Specific Content: In limited circumstances, such as when features are dependent upon specific hardware to function, the app may unlock that functionality without using in-app purchase (e.g. an astronomy app that adds features when synced with a telescope). App features that work in combination with an approved physical product (such as a toy) on an *optional* basis may unlock functionality without using in-app purchase, provided that an in-app purchase option is available as well. You may not, however, require users to purchase unrelated products or engage in advertising or marketing activities to unlock app functionality.

3.1.5 Cryptocurrencies:

(i) Wallets: Apps may facilitate virtual currency storage, provided they are offered by developers enrolled as an organization.

(ii) Mining: Apps may not mine for cryptocurrencies unless the processing is performed off device (e.g. cloud-based mining).

(iii) Exchanges: Apps may facilitate transactions or transmissions of cryptocurrency on an approved exchange, provided they are offered only in countries or regions where the app has appropriate licensing and permissions to provide a cryptocurrency exchange.

(iv) Initial Coin Offerings: Apps facilitating Initial Coin Offerings ("ICOs"), cryptocurrency futures trading, and other crypto-securities or quasi-securities trading must come from established banks, securities firms, futures commission merchants ("FCM"), or other approved financial institutions and must comply with all applicable law.

(v) Cryptocurrency apps may not offer currency for completing tasks, such as downloading other apps,

encouraging other users to download, posting to social networks, etc.

3.2 Other Business Model Issues

The lists below are not exhaustive, and your submission may trigger a change or update to our policies, but here are some additional dos and don'ts to keep in mind:

3.2.1 Acceptable

(i) Displaying your own apps for purchase or promotion within your app, provided the app is not merely a catalog of your apps.

(ii) Displaying or recommending a collection of third-party apps that are designed for a specific approved need (e.g. health management, aviation, accessibility). Your app should provide robust editorial content so that it doesn't seem like a mere storefront.

(iii) Disabling access to specific approved rental content (e.g. films, television programs, music, books) after the rental period has expired; all other items and services may not expire.

(iv) Wallet passes can be used to make or receive payments, transmit offers, or offer identification (such as movie tickets, coupons, and VIP credentials). Other uses may result in the rejection of the app and the revocation of Wallet credentials.

(v) Insurance apps must be free, in legal compliance in the regions distributed, and cannot use in-app purchase.

(vi) Approved nonprofits may fundraise directly within their own apps or third-party apps, provided those fundraising campaigns adhere to all App Review Guidelines and offer Apple Pay support. These apps must disclose how the funds will be used, abide by all required local and federal laws, and ensure appropriate tax receipts are available to donors. Additional information shall be

provided to App Review upon request. Nonprofit platforms that connect donors to other nonprofits must ensure that every nonprofit listed in the app has also gone through the nonprofit approval process. Learn more about becoming an approved nonprofit.

(vii) Apps may enable individual users to give a monetary gift to another individual without using in-app purchase, provided that (a) the gift is a completely optional choice by the giver, and (b) 100% of the funds go to the receiver of the gift. However, a gift that is connected to or associated at any point in time with receiving digital content or services must use in-app purchase.

(viii) Apps used for financial trading, investing, or money management should be submitted by the financial institution performing such services and must have necessary licensing and permissions in the locations where you make them available.

3.2.2 Unacceptable

(i) Creating an interface for displaying third-party apps, extensions, or plug-ins similar to the App Store or as a general-interest collection.

(ii) Intentionally omitted.

(iii) Artificially increasing the number of impressions or click-throughs of ads, as well as apps that are designed predominantly for the display of ads.

(iv) Unless you are an approved nonprofit or otherwise permitted under Section 3.2.1 (vi) above, collecting funds within the app for charities and fundraisers. Apps that seek to raise money for such causes must be free on the App Store and may only collect funds outside of the app, such as via Safari or SMS.

(v) Arbitrarily restricting who may use the app, such as by location or carrier.

(vi) Intentionally omitted.

(vii) Artificially manipulating a user's visibility, status, or rank on other services unless permitted by that service's Terms and Conditions.

(viii) Apps that facilitate binary options trading are not permitted on the App Store. Consider a web app instead. Apps that facilitate trading in contracts for difference ("CFDs") or other derivatives (e.g. FOREX) must be properly licensed in all jurisdictions where the service is available.

(ix) Apps offering personal loans must clearly and conspicuously disclose all loan terms, including but not limited to equivalent maximum Annual Percentage Rate (APR) and payment due date. Loan apps may not charge a maximum APR higher than 36%, including costs and fees, and may not require repayment in full in 60 days or less.

(x) Apps must not force users to rate the app, review the app, download other apps, or other store-related actions in order to access functionality, content, or use of the app. Apps may otherwise incentivize users to take specific actions within apps (e.g. completing a level, watching an ad).

4. Design

Apple customers place a high value on products that are simple, refined, innovative, and easy to use, and that's what we want to see on the App Store. Coming up with a great design is up to you, but the following are minimum standards for approval to the App Store. And remember that even after your app has been approved, you should update your app to ensure it remains functional and engaging to new and existing customers. Apps that stop working or offer a

degraded experience may be removed from the App Store at any time.

4.1 Copycats

(a) Come up with your own ideas. We know you have them, so make yours come to life. Don't simply copy the latest popular app on the App Store, or make some minor changes to another app's name or UI and pass it off as your own. In addition to risking an intellectual property infringement claim, it makes the App Store harder to navigate and just isn't fair to your fellow developers.

(b) Submitting apps which impersonate other apps or services is considered a violation of the Developer Code of Conduct and may result in removal from the Apple Developer Program.

(c) You cannot use another developer's icon, brand, or product name in your app's icon or name, without approval from the developer.

4.2 Minimum Functionality

Your app should include features, content, and UI that elevate it beyond a repackaged website. If your app is not particularly useful, unique, or "app-like," it doesn't belong on the App Store. If your App doesn't provide some sort of lasting entertainment value or adequate utility, it may not be accepted. Apps that are simply a song or movie should be submitted to the iTunes Store. Apps that are simply a book or game guide should be submitted to the Apple Books Store.

4.2.1 Apps using ARKit should provide rich and integrated augmented reality experiences; merely dropping a model into an AR view or replaying animation is not enough.

4.2.2 Other than catalogs, apps shouldn't primarily be marketing materials, advertisements, web clippings, content aggregators, or a collection of links.

4.2.3

(i) Your app should work on its own without requiring installation of another app to function.

(ii) If your app needs to download additional resources in order to function on initial launch, disclose the size of the download and prompt users before doing so.

4.2.4 Intentionally omitted.

4.2.5 Intentionally omitted.

4.2.6 Apps created from a commercialized template or app generation service will be rejected unless they are submitted directly by the provider of the app's content. These services should not submit apps on behalf of their clients and should offer tools that let their clients create customized, innovative apps that provide unique customer experiences. Another acceptable option for template providers is to create a single binary to host all client content in an aggregated or "picker" model, for example as a restaurant finder app with separate customized entries or pages for each client restaurant, or as an event app with separate entries for each client event.

4.2.7 Remote Desktop Clients: If your remote desktop app acts as a mirror of specific software or services rather than a generic mirror of the host device, it must comply with the following:

(a) The app must only connect to a user-owned host device that is a personal computer or dedicated game console owned by the user, and both the host device and client must be connected on a local and LAN-based network.

(b) Any software or services appearing in the client are fully executed on the host device, rendered on the screen of the host device, and may not use APIs or platform features beyond what is required to stream the Remote Desktop.

(c) All account creation and management must be initiated from the host device.

(d) The UI appearing on the client does not resemble an iOS or App Store view, does not provide a store-like interface, or include the ability to browse, select, or purchase software not already owned or licensed by the user. For the sake of clarity, transactions taking place within mirrored software do not need to use in-app purchase, provided the transactions are processed on the host device.

(e) Thin clients for cloud-based apps are not appropriate for the App Store.

4.3 Spam

(a) Don't create multiple Bundle IDs of the same app. If your app has different versions for specific locations, sports teams, universities, etc., consider submitting a single app and provide the variations using in-app purchase.

(b) Also avoid piling on to a category that is already saturated; the App Store has enough fart, burp, flashlight, fortune telling, dating, drinking games, and Kama Sutra apps, etc. already. We will reject these apps unless they provide a unique, high-quality experience. Spamming the store may lead to your removal from the Apple Developer Program.

4.4 Extensions

Apps hosting or containing extensions must comply with the App Extension Programming Guide, the Safari app extensions documentation, or the Safari web extensions documentation and should include some functionality, such as help screens and settings interfaces where possible. You should clearly and accurately disclose what extensions are made available in the app's marketing text, and the extensions may not include marketing, advertising, or in-app purchases.

4.4.1 Keyboard extensions have some additional rules.

They must:

- Provide keyboard input functionality (e.g. typed characters);
- Follow Sticker guidelines if the keyboard includes images or emoji;
- Provide a method for progressing to the next keyboard;
- Remain functional without full network access and without requiring full access;
- Collect user activity only to enhance the functionality of the user's keyboard extension on the iOS device.

They must not:

- Launch other apps besides Settings; or
- Repurpose keyboard buttons for other behaviors (e.g. holding down the "return" key to launch the camera).

4.4.2 Safari extensions must run on the current version of Safari on the relevant Apple operating system. They may not interfere with System or Safari UI elements and must never include malicious or misleading content or code. Violating this rule will lead to removal from the Apple Developer Program. Safari extensions should not claim access to more websites than strictly necessary to function.

4.4.3 Intentionally omitted.

4.5 Apple Sites and Services

4.5.1 Apps may use approved Apple RSS feeds such as the iTunes Store RSS feed, but may not scrape any information from Apple sites (e.g. apple.com, the iTunes Store, App Store, App Store Connect, developer portal, etc.) or create rankings using this information.

4.5.2 Apple Music

(i) MusicKit on iOS lets users play Apple Music and their local music library natively from your apps and games. When a user provides permission to their Apple Music account, your app can create playlists, add songs to their library, and play any of the millions of songs in the Apple Music catalog. Users must initiate the playback of an Apple Music stream and be able to navigate using standard media controls such as "play," "pause," and "skip." Moreover, your app may not require payment or indirectly monetize access to the Apple Music service (e.g. in-app purchase, advertising, requesting user info, etc.). Do not download, upload, or enable sharing of music files sourced from the MusicKit APIs, except as explicitly permitted in MusicKit documentation.

(ii) Using the MusicKit APIs is not a replacement for securing the licenses you might need for a deeper or more complex music integration. For example, if you want your app to play a specific song at a particular moment, or to create audio or video files that can be shared to social media, you'll need to contact rights-holders directly to get their permission (e.g. synchronization or adaptation rights) and assets. Cover art and other metadata may only be used in connection with music playback or playlists (including screenshots displaying your app's functionality), and should not be used in any marketing or advertising without getting specific authorization from rights-holders. Make sure to follow the Apple Music Identity Guidelines when integrating Apple Music services in your app.

(iii) Apps that access Apple Music user data, such as playlists and favorites, must clearly disclose this access in the purpose string. Any data collected may not be shared with third parties for any purpose other than supporting or improving

the app experience. This data may not be used to identify users or devices, or to target advertising.

4.5.3 Do not use Apple Services to spam, phish, or send unsolicited messages to customers, including Game Center, Push Notifications, etc. Do not attempt to reverse lookup, trace, relate, associate, mine, harvest, or otherwise exploit Player IDs, aliases, or other information obtained through Game Center, or you will be removed from the Apple Developer Program.

4.5.4 Push Notifications must not be required for the app to function, and should not be used to send sensitive personal or confidential information. Push Notifications should not be used for promotions or direct marketing purposes unless customers have explicitly opted in to receive them via consent language displayed in your app's UI, and you provide a method in your app for a user to opt out from receiving such messages. Abuse of these services may result in revocation of your privileges.

4.5.5 Only use Game Center Player IDs in a manner approved by the Game Center terms and do not display them in the app or to any third party.

4.5.6 Apps may use Unicode characters that render as Apple emoji in their app and app metadata. Apple emoji may not be used on other platforms or embedded directly in your app binary.

4.6 Intentionally omitted.

4.7 Mini apps, mini games, streaming games, chatbots, plug-ins, and game emulators

Apps may offer certain software that is not embedded in the binary, specifically HTML5 and JavaScript mini apps and mini games, streaming games, chatbots, and plug-ins. Additionally, retro game console and PC emulator apps can offer to download games. You are responsible for all such software offered in your app, including ensuring that such software complies with these Guidelines and all

applicable laws. Software that does not comply with one or more guidelines will lead to the rejection of your app. You must also ensure that the software adheres to the additional rules that follow in 4.7.1 through 4.7.5. These additional rules are important to preserve the experience that App Store customers expect, and to help ensure user safety.

4.7.1 Software offered in apps under this rule must:

- follow all privacy guidelines, including but not limited to the rules set forth in Guideline 5.1 concerning collection, use, and sharing of data, and sensitive data (such as health and personal data from kids);
- include a method for filtering objectionable material, a mechanism to report content and timely responses to concerns, and the ability to block abusive users; and
- follow Guideline 3.1 in order to offer digital goods or services to end users.

4.7.2 Your app may not extend or expose native platform APIs or technologies to the software without prior permission from Apple.

4.7.3 Your app may not share data or privacy permissions to any individual software offered in your app without explicit user consent in each instance.

4.7.4 You must provide an index of software and metadata available in your app. It must include universal links that lead to all of the software offered in your app.

4.7.5 Your app must provide a way for users to identify software that exceeds the app's age rating, and use an age restriction mechanism based on verified or declared age to limit access by underage users.

4.8 Login Services

Apps that use a third-party or social login service (such as Facebook Login, Google Sign-In, Sign in with Twitter, Sign In with LinkedIn, Login with Amazon,

or WeChat Login) to set up or authenticate the user's primary account with the app must also offer as an equivalent option another login service with the following features:

- the login service limits data collection to the user's name and email address;
- the login service allows users to keep their email address private as part of setting up their account; and
- the login service does not collect interactions with your app for advertising purposes without consent.

A user's primary account is the account they establish with your app for the purposes of identifying themselves, signing in, and accessing your features and associated services.

Another login service is not required if:

- Your app exclusively uses your company's own account setup and sign-in systems.
- Your app is an alternative app marketplace, or an app distributed from an alternative app marketplace, that uses a marketplace-specific login for account, download, and commerce features.
- Your app is an education, enterprise, or business app that requires the user to sign in with an existing education or enterprise account.
- Your app uses a government or industry-backed citizen identification system or electronic ID to authenticate users.
- Your app is a client for a specific third-party service and users are required to sign in to their mail, social media, or other third-party account directly to access their content.

4.9 Apple Pay

Apps using Apple Pay must provide all material purchase information to the user prior to sale of any good or service and must use Apple Pay branding and user interface elements correctly, as described in the Apple Pay Marketing Guidelines and

Human Interface Guidelines. Apps using Apple Pay to offer recurring payments must, at a minimum, disclose the following information:

- The length of the renewal term and the fact that it will continue until canceled
- What will be provided during each period
- The actual charges that will be billed to the customer
- How to cancel

4.10 Monetizing Built-In Capabilities
You may not monetize built-in capabilities provided by the hardware or operating system, such as Push Notifications, the camera, or the gyroscope; or Apple services and technologies, such as Apple Music access, iCloud storage, or Screen Time APIs.

5. Legal

Apps must comply with all legal requirements in any location where you make them available (if you're not sure, check with a lawyer). We know this stuff is complicated, but it is your responsibility to understand and make sure your app conforms with all local laws, not just the guidelines below. And of course, apps that solicit, promote, or encourage criminal or clearly reckless behavior will be rejected. In extreme cases, such as apps that are found to facilitate human trafficking and/or the exploitation of children, appropriate authorities will be notified.

5.1 Privacy
Protecting user privacy is paramount in the Apple ecosystem, and you should use care when handling personal data to ensure you've complied with privacy best practices, applicable laws, and the terms of the Apple Developer Program License Agreement, not to mention customer expectations. More particularly:

5.1.1 Data Collection and Storage

(i) Privacy Policies: All apps must include a link to their privacy policy in the App Store Connect metadata field and within the app in an easily accessible manner. The privacy policy must clearly and explicitly:

- Identify what data, if any, the app/service collects, how it collects that data, and all uses of that data.
- Confirm that any third party with whom an app shares user data (in compliance with these Guidelines) —such as analytics tools, advertising networks and third-party SDKs, as well as any parent, subsidiary or other related entities that will have access to user data —will provide the same or equal protection of user data as stated in the app's privacy policy and required by these Guidelines.
- Explain its data retention/deletion policies and describe how a user can revoke consent and/or request deletion of the user's data.

(ii) Permission: Apps that collect user or usage data must secure user consent for the collection, even if such data is considered to be anonymous at the time of or immediately following collection. Paid functionality must not be dependent on or require a user to grant access to this data. Apps must also provide the customer with an easily accessible and understandable way to withdraw consent. Ensure your purpose strings clearly and completely describe your use of the data. Apps that collect data for a legitimate interest without consent by relying on the terms of the European Union's General Data Protection Regulation ("GDPR") or similar statute must comply with all terms of that law. Learn more about Requesting Permission.

(iii) Data Minimization: Apps should only request access to data relevant to the core functionality of the app and should only collect and use data

that is required to accomplish the relevant task. Where possible, use the out-of-process picker or a share sheet rather than requesting full access to protected resources like Photos or Contacts.

(iv) Access: Apps must respect the user's permission settings and not attempt to manipulate, trick, or force people to consent to unnecessary data access. For example, apps that include the ability to post photos to a social network must not also require microphone access before allowing the user to upload photos. Where possible, provide alternative solutions for users who don't grant consent. For example, if a user declines to share Location, offer the ability to manually enter an address.

(v) Account Sign-In: If your app doesn't include significant account-based features, let people use it without a login. If your app supports account creation, you must also offer account deletion within the app. Apps may not require users to enter personal information to function, except when directly relevant to the core functionality of the app or required by law. If your core app functionality is not related to a specific social network (e.g. Facebook, WeChat, Weibo, X, etc.), you must provide access without a login or via another mechanism. Pulling basic profile information, sharing to the social network, or inviting friends to use the app are not considered core app functionality. The app must also include a mechanism to revoke social network credentials and disable data access between the app and social network from within the app. An app may not store credentials or tokens to social networks off of the device and may only use such credentials or tokens to directly connect to the social network from the app itself while the app is in use.

(vi) Developers that use their apps to surreptitiously discover passwords or other private data will be removed from the Apple Developer Program.

(vii) SafariViewController must be used to visibly present information to users; the controller may not be hidden or obscured by other views or layers. Additionally, an app may not use SafariViewController to track users without their knowledge and consent.

(viii) Apps that compile personal information from any source that is not directly from the user or without the user's explicit consent, even public databases, are not permitted on the App Store or alternative distribution.

(ix) Apps that provide services in highly regulated fields (such as banking and financial services, healthcare, gambling, legal cannabis use, air travel and crypto exchanges) or that require sensitive user information should be submitted by a legal entity that provides the services, and not by an individual developer. Apps that facilitate the legal sale of cannabis must be geo-restricted to the corresponding legal jurisdiction.

(x) Apps may request basic contact information (such as name and email address) so long as the request is optional for the user, features and services are not conditional on providing the information, and it complies with all other provisions of these guidelines, including limitations on collecting information from kids.

5.1.2 Data Use and Sharing

(i) Unless otherwise permitted by law, you may not use, transmit, or share someone's personal data without first obtaining their permission. You must provide access to information about how and where the data will be used. You must clearly disclose where personal data

will be shared with third parties, including with third-party AI, and obtain explicit permission before doing so. Data collected from apps may only be shared with third parties to improve the app or serve advertising (in compliance with the Apple Developer Program License Agreement). You must receive explicit permission from users via the App Tracking Transparency APIs to track their activity. Learn more about tracking. Your app may not require users to enable system functionalities (e.g. push notifications, location services, tracking) in order to access functionality, content, use the app, or receive monetary or other compensation, including but not limited to gift cards and codes. Apps that share user data without user consent or otherwise complying with data privacy laws may be removed from sale and may result in your removal from the Apple Developer Program.

(ii) Data collected for one purpose may not be repurposed without further consent unless otherwise explicitly permitted by law.

(iii) Apps should not attempt to surreptitiously build a user profile based on collected data and may not attempt, facilitate, or encourage others to identify anonymous users or reconstruct user profiles based on data collected from Apple-provided APIs or any data that you say has been collected in an "anonymized," "aggregated," or otherwise non-identifiable way.

(iv) Do not use information from Contacts, Photos, or other APIs that access user data to build a contact database for your own use or for sale/distribution to third parties, and don't collect information about which other apps are installed on a user's device for the purposes of analytics or advertising/marketing.

(v) Do not contact people using information collected via a user's Contacts or Photos, except at the explicit initiative of that user on an individualized basis; do not include a Select All option or default the selection of all contacts. You must provide the user with a clear description of how the message will appear to the recipient before sending it (e.g. What will the message say? Who will appear to be the sender?).

(vi) Data gathered from the HomeKit API, HealthKit, Clinical Health Records API, MovementDisorder APIs, ClassKit or from depth and/or facial mapping tools (e.g. ARKit, Camera APIs, or Photo APIs) may not be used for marketing, advertising or use-based data mining, including by third parties. Learn more about best practices for implementing CallKit, HealthKit, ClassKit, and ARKit.

(vii) Apps using Apple Pay may only share user data acquired via Apple Pay with third parties to facilitate or improve delivery of goods and services.

5.1.3 Health and Health Research
Health, fitness, and medical data are especially sensitive and apps in this space have some additional rules to make sure customer privacy is protected:

(i) Apps may not use or disclose to third parties data gathered in the health, fitness, and medical research context—including from the Clinical Health Records API, HealthKit API, Motion and Fitness, MovementDisorder APIs, or health-related human subject research—for advertising, marketing, or other use-based data mining purposes other than improving health management, or for the purpose of health research, and then only with permission. Apps may, however, use a user's health or fitness data to provide a benefit directly to that user (such as a reduced insurance premium),

provided that the app is submitted by the entity providing the benefit, and the data is not shared with a third party. You must disclose the specific health data that you are collecting from the device.

(ii) Apps must not write false or inaccurate data into HealthKit or any other medical research or health management apps, and may not store personal health information in iCloud.

(iii) Apps conducting health-related human subject research must obtain consent from participants or, in the case of minors, their parent or guardian. Such consent must include the (a) nature, purpose, and duration of the research; (b) procedures, risks, and benefits to the participant; (c) information about confidentiality and handling of data (including any sharing with third parties); (d) a point of contact for participant questions; and (e) the withdrawal process.

(iv) Apps conducting health-related human subject research must secure approval from an independent ethics review board. Proof of such approval must be provided upon request.

5.1.4 Kids

(a) For many reasons, it is critical to use care when dealing with personal data from kids, and we encourage you to carefully review all the requirements for complying with laws like the Children's Online Privacy Protection Act ("COPPA"), the European Union's General Data Protection Regulation ("GDPR"), and any other applicable regulations or laws.

Apps may ask for birthdate and parental contact information only for the purpose of complying with these statutes, but must include some useful functionality or entertainment value regardless of a person's age.

Apps intended primarily for kids should not include third-party

analytics or third-party advertising. This provides a safer experience for kids.

(b) In limited cases, third-party analytics and third-party advertising may be permitted provided that the services adhere to the same terms set forth in Guideline 1.3.

Moreover, apps in the Kids Category or those that collect, transmit, or have the capability to share personal information (e.g. name, address, email, location, photos, videos, drawings, the ability to chat, other personal data, or persistent identifiers used in combination with any of the above) from a minor must include a privacy policy and must comply with all applicable children's privacy statutes. For the sake of clarity, the parental gate requirement for the Kid's Category is generally not the same as securing parental consent to collect personal data under these privacy statutes.

As a reminder, Guideline 2.3.8 requires that use of terms like "For Kids" and "For Children" in app metadata is reserved for the Kids Category. Apps not in the Kids Category cannot include any terms in app name, subtitle, icon, screenshots or description that imply the main audience for the app is children.

5.1.5 Location Services

Use Location Services in your app only when it is directly relevant to the features and services provided by the app. Location-based APIs shouldn't be used to provide emergency services or autonomous control over vehicles, aircraft, and other devices, except for small devices such as lightweight drones and toys, or remote control car alarm systems, etc. Ensure that you notify and obtain consent before collecting, transmitting, or using location data. If your app uses Location Services, be sure to explain the purpose in your app; refer to the Human Interface Guidelines for best practices for doing so.

5.2 Intellectual Property

Make sure your app only includes content that you created or that you have a license to use. Your app may be removed if you've stepped over the line and used content without permission. Of course, this also means someone else's app may be removed if they've "borrowed" from your work. If you believe your intellectual property has been infringed by another developer on the App Store, submit a claim via our web form. Laws differ in different countries and regions, but at the very least, make sure to avoid the following common errors:

5.2.1 Generally: Don't use protected third-party material such as trademarks, copyrighted works, or patented ideas in your app without permission, and don't include misleading, false, or copycat representations, names, or metadata in your app bundle or developer name. Apps should be submitted by the person or legal entity that owns or has licensed the intellectual property and other relevant rights.

5.2.2 Third-Party Sites/Services: If your app uses, accesses, monetizes access to, or displays content from a third-party service, ensure that you are specifically permitted to do so under the service's terms of use. Authorization must be provided upon request.

5.2.3 Audio/Video Downloading: Apps should not facilitate illegal file sharing or include the ability to save, convert, or download media from third-party sources (e.g. Apple Music, YouTube, SoundCloud, Vimeo, etc.) without explicit authorization from those sources. Streaming of audio/video content may also violate Terms of Use, so be sure to check before your app accesses those services. Authorization must be provided upon request.

5.2.4 Apple Endorsements

(a) Don't suggest or imply that Apple is a source or supplier of the App, or that Apple endorses any

particular representation regarding quality or functionality.

(b) If your app is selected as an "Editor's Choice," Apple will apply the badge automatically.

5.2.5 **Apple Products:** Don't create an app that appears confusingly similar to an existing Apple product, interface (e.g. Finder), app (such as the App Store, iTunes Store, or Messages) or advertising theme. Apps and extensions, including third-party keyboards and Sticker packs, may not include Apple emoji. Music from iTunes and Apple Music previews may not be used for their entertainment value (e.g. as the background music to a photo collage or the soundtrack to a game) or in any other unauthorized manner. If you provide music previews from iTunes or Apple Music, you must display a link to the corresponding music in iTunes or Apple Music. If your app displays Activity rings, they should not visualize Move, Exercise, or Stand data in a way that resembles the Activity control. The Human Interface Guidelines have more information on how to use Activity rings. If your app displays Apple Weather data, it should follow the attribution requirements provided in the WeatherKit documentation.

5.3 Gaming, Gambling, and Lotteries

Gaming, gambling, and lotteries can be tricky to manage and tend to be one of the most regulated offerings on the App Store. Only include this functionality if you've fully vetted your legal obligations everywhere you make your app available and are prepared for extra time during the review process. Some things to keep in mind:

5.3.1 Sweepstakes and contests must be sponsored by the developer of the app.

5.3.2 Official rules for sweepstakes, contests, and raffles must be presented in the app and make clear that Apple is not a sponsor or involved in the activity in any manner.

5.3.3 Apps may not use in-app purchase to purchase credit or currency for use in conjunction with real money gaming of any kind.

5.3.4 Apps that offer real money gaming (e.g. sports betting, poker, casino games, horse racing) or lotteries must have necessary licensing and permissions in the locations where the app is used, must be geo-restricted to those locations, and must be free on the App Store. Illegal gambling aids, including card counters, are not permitted on the App Store. Lottery apps must have consideration, chance, and a prize.

5.4 VPN Apps

Apps offering VPN services must utilize the NEVPNManager API and may only be offered by developers enrolled as an organization. You must make a clear declaration of what user data will be collected and how it will be used on an app screen prior to any user action to purchase or otherwise use the service. Apps offering VPN services may not sell, use, or disclose to third parties any data for any purpose, and must commit to this in their privacy policy. VPN apps must not violate local laws, and if you choose to make your VPN app available in a territory that requires a VPN license, you must provide your license information in the App Review Notes field. Parental control, content blocking, and security apps, among others, from approved providers may also use the NEVPNManager API. Apps that do not comply with this guideline will be removed from the App Store and blocked from installing via alternative distribution and you may be removed from the Apple Developer Program.

5.5 Mobile Device Management

Mobile Device Management Apps that offer Mobile Device Management (MDM) services must request this capability from Apple. Such apps may only be offered by commercial enterprises, educational institutions, or government agencies, and in limited cases, companies using MDM for parental control services or device

security. You must make a clear declaration of what user data will be collected and how it will be used on an app screen prior to any user action to purchase or otherwise use the service. MDM apps must not violate any applicable laws. Apps offering MDM services may not sell, use, or disclose to third parties any data for any purpose, and must commit to this in their privacy policy. In limited cases, third-party analytics may be permitted provided that the services only collect or transmit data about the performance of the developer's MDM app, and not any data about the user, the user's device, or other apps used on that device. Apps offering configuration profiles must also adhere to these requirements. Apps that do not comply with this guideline will be removed from the App Store and blocked from installing via alternative distribution and you may be removed from the Apple Developer Program.

5.6 Developer Code of Conduct

Please treat everyone with respect, whether in your responses to App Store reviews, customer support requests, or when communicating with Apple, including your responses in App Store Connect. Do not engage in harassment of any kind, discriminatory practices, intimidation, bullying, and don't encourage others to engage in any of the above. Repeated manipulative or misleading behavior or other fraudulent conduct will lead to your removal from the Apple Developer Program.

Customer trust is a cornerstone of the App ecosystem. Apps should never prey on users or attempt to rip off customers, trick them into making unwanted purchases, force them to share unnecessary data, raise prices in a tricky manner, charge for features or content that are not delivered, or engage in any other manipulative practices within or outside of the app.

Your Developer Program account will be terminated if you engage in activities or actions that are not in accordance with the Developer Code of Conduct. To restore your account, you may provide a

written statement detailing the improvements you plan to make. If your plan is approved by Apple and we confirm the changes have been made, your account may be restored.

5.6.1 App Store Reviews
App Store customer reviews can be an integral part of the app experience, so you should treat customers with respect when responding to their comments. Keep your responses targeted to the user's comments and do not include personal information, spam, or marketing in your response.

Use the provided API to prompt users to review your app; this functionality allows customers to provide an App Store rating and review without the inconvenience of leaving your app, and we will disallow custom review prompts.

5.6.2 Developer Identity
Providing verifiable information to Apple and customers is critical to customer trust. Your representation of yourself, your business, and your offerings on the App Store or alternative distribution must be accurate. The information you provide must be truthful, relevant, and up-to-date so that Apple and customers understand who they are engaging with and can contact you regarding any issues.

5.6.3 Discovery Fraud
Participating in the App Store requires integrity and a commitment to building and maintaining customer trust. Manipulating any element of the App Store customer experience such as charts, search, reviews, or referrals to your app erodes customer trust and is not permitted.

5.6.4 App Quality
Customers expect the highest quality from the App Store, and maintaining high quality content, services, and experiences promotes customer trust. Indications that this expectation is not being met include excessive customer reports about concerns with your app, such as negative customer reviews, and excessive refund requests. Inability to

maintain high quality may be a factor in deciding whether a developer is abiding by the Developer Code of Conduct.

After You Submit

Once you've submitted your app and metadata in App Store Connect and you're in the review process, here are some things to keep in mind:

- **Timing**: App Review will examine your app as soon as we can. However, if your app is complex or presents new issues, it may require greater scrutiny and consideration. And remember that if your app is repeatedly rejected for the same guideline violation or you've attempted to manipulate the review process, review of your app will take longer to complete. Learn more about App Review.
- **Status Updates**: The current status of your app will be reflected in App Store Connect, so you can keep an eye on things from there.
- **Expedite Requests**: If you have a critical timing issue, you can request an expedited review. Please respect your fellow developers by seeking expedited review only when you truly need it. If we find you're abusing this system, we may reject your requests going forward.
- **Release Date**: If your release date is set for the future, the app will not appear on the App Store until that date, even if it is approved by App Review. And remember that it can take up to 24-hours for your app to appear on all selected storefronts.
- **Rejections**: Our goal is to apply these guidelines fairly and consistently, but nobody's perfect. If your app has been rejected and you have questions or would like to provide additional information, please use App Store Connect to communicate directly with the App Review team. This may help get your app on the store, and it can help us improve the App Review process or identify a need for clarity in our policies.

- **Appeals**: If you disagree with the outcome of your review, please submit an appeal. This may help get your app on the store. You may also suggest changes to the guidelines themselves to help us improve the App Review process or identify a need for clarity in our policies.
- **Bug Fix Submissions**: For apps that are already on the App Store or alternative distribution, bug fixes will not be delayed over guideline violations except for those related to legal or safety issues. If your app has been rejected, and qualifies for this process, please use App Store Connect to communicate directly with the App Review team indicating that you would like to take advantage of this process and plan to address the issue in your next submission.

We're excited to see what you come up with next!

Last Updated: November 13, 2025

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Instructions for Minimum Terms of Developer's , End-User License Agreement

1. Acknowledgement: You and the end-user must acknowledge that the EULA is concluded between You and the end-user only, and not with Apple, and You, not Apple, are solely responsible for the Licensed Application and the content thereof. The EULA may not provide for usage rules for Licensed Applications that are less restrictive than the Usage Rules set forth for Licensed Applications in, or otherwise be in conflict with, the terms of service applicable to the Mac App Store as of the Effective Date (which You acknowledge You have had the opportunity to review).

2. Scope of License: The license granted to the end-user for the Licensed Application must be limited to a non-transferable license to use the Licensed Application on any Mac Product(s) that the end-user owns or controls and as permitted by the Usage Rules set forth in the terms of service applicable to the Mac App Store.

3. Maintenance and Support: You must be solely responsible for providing any maintenance and support services with respect to the Licensed Application, as specified in the EULA, or as required under applicable law. You and the end-user must acknowledge that Apple has no obligation whatsoever to furnish any maintenance and support services with respect to the Licensed Application.

4. Warranty: You must be solely responsible for any product warranties, whether express or implied by law, to the extent not effectively disclaimed. The EULA must provide that, in the event of any failure of the Licensed Application to conform to any applicable warranty, the end-user may notify Apple, and Apple will refund the purchase price for the Licensed Application to that end-user; and that, to the maximum extent permitted by applicable law, Apple will have no other warranty obligation whatsoever with respect to the Licensed Application, and any other claims, losses, liabilities, damages, costs or expenses attributable to any failure to conform to any warranty will be Your sole responsibility.

5. Product Claims: You and the end-user must acknowledge that You, not Apple, are responsible for addressing any claims of the end-user or any third party relating to the Licensed Application or the end-user's possession and/or use of that Licensed Application, including, but not limited to: (i) product liability claims; (ii) any claim that the Licensed Application fails to conform to any applicable legal or regulatory requirement; and (iii) claims arising under consumer protection or similar legislation. The EULA may not limit Your liability to the end-user beyond what is permitted by applicable law.

6. Intellectual Property Rights: You and the end-user must acknowledge that, in the event of any third party claim that the Licensed Application or the end-user's possession and use of that Licensed Application infringes that third party's intellectual property rights, You, not Apple, will be solely responsible for the investigation, defense, settlement and discharge of any such intellectual property infringement claim.

7. Legal Compliance: The end-user must represent and warrant that (i) he/she is not located in a country that is subject to a U.S. Government embargo, or that has been designated by the U.S. Government as a "terrorist supporting" country; and (ii) he/she is not listed on any U.S. Government list of prohibited or restricted parties.

8. Developer Name and Address: You must state in the EULA Your name and address, and the contact information (telephone number; E-mail address) to which any end-user questions, complaints or claims

with respect to the Licensed Application should be directed.

9. Third Party Terms of Agreement: You must state in the EULA that the end-user must comply with applicable third party terms of agreement when using Your Application.

10. Third Party Beneficiary: You and the end-user must acknowledge and agree that Apple, and Apple's subsidiaries, are third party beneficiaries of the EULA, and that, upon the end-user's acceptance of the terms and conditions of the EULA, Apple will have the right (and will be deemed to have accepted the right) to enforce the EULA against the end-user as a third party beneficiary thereof.

Legal Apple - Legal - Instructions for Minimum Terms of Developer's End-User License Agreement

Hardware and Software
Hardware Warranties
Software License Agreements
RF Exposure

More Resources
Overview
Government Information Requests
Contact Apple Legal
Global Trade Compliance
Supplier Provisions
Filemaker Legal Information
Apple Bag Check Class Action Settlement
Foreman Class Action Settlement

Sales & Support
Overview
AppleCare
Repair Terms and Conditions
Express Replacement Service
Remote Support Terms and Conditions (PDF)
Sales Policies
Certification Agreements and Policies
Apple Gift Card Terms and Conditions
Training Service Terms and Conditions
Support Communities Terms of Use

Internet Services
Overview
Apple Media Services Terms and Conditions
Apple Gift Card Terms and Conditions
iCloud Terms of Service
TestFlight Terms and Conditions
Privacy Policy
Website Terms of Use

Intellectual Property
Overview
Guidelines for Using Apple Trademarks and Copyrights
Trademarks
Rights and Permissions
Piracy Prevention
Unsolicited Idea Submission Policy

Education
Apple School Manager

Enterprise
Apple Business Manager
Data Transfer Agreements

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THIS IS A LEGAL AGREEMENT BETWEEN YOU AND APPLE INC. ("APPLE") STATING THE TERMS THAT GOVERN YOUR PARTICIPATION AS AN APPLE DEVELOPER. PLEASE READ THIS APPLE DEVELOPER AGREEMENT ("AGREEMENT") BEFORE PRESSING THE "AGREE" BUTTON AT THE BOTTOM OF THIS PAGE. BY PRESSING "AGREE," YOU ARE AGREEING TO BE BOUND BY THE TERMS OF THIS AGREEMENT.

Apple Developer Agreement

1. Relationship With Apple; Apple Account and Password. You understand and agree that by registering with Apple to become an Apple Developer ("**Apple Developer**"), no legal partnership or agency relationship is created between you and Apple. You agree not to represent otherwise. You also certify that you are at least thirteen years of age and you represent that you are legally permitted to register as an Apple Developer. This Agreement is void where prohibited by law and the right to register as an Apple Developer is not granted in such jurisdictions. Unless otherwise agreed or permitted by Apple in writing, you cannot share or transfer any benefits you receive from Apple in connection with being an Apple Developer. The Apple Account and password you use to log into your Apple Developer account cannot be shared in any way or with anyone. You are responsible for maintaining the confidentiality of your Apple Account and password and for any activity in connection with your account.

2. Developer Benefits. As an Apple Developer, you may have the opportunity to attend certain Apple developer conferences, technical talks, and other events (including online or electronic broadcasts of such events) ("**Apple Events**"). In addition, Apple may offer to provide you with certain services ("**Services**"), as described more fully herein and on the Apple Developer web pages ("**Site**"), solely for your own use in connection with your participation as an Apple Developer. Services may include, but not be limited to, any services Apple offers at Apple Events or on the Site as well as the offering of any content or materials displayed on the Site ("**Content**"). Apple may provide you the ability to share information to create a profile to enhance your developer experience and to provide you with more relevant content and communications based on your interests (a "**Developer Profile**"). By creating a Developer Profile, You certify that you are of the legal age of majority in the jurisdiction in which you reside (at least 18 years of age in many countries or regions) and You represent that You are legally permitted to create a Developer Profile. Apple may change, suspend or discontinue providing the Services, Site and Content to you at any time, and may impose limits on certain features and materials offered or restrict your access to parts or all of such materials without notice or liability.

3. Restrictions. You agree not to exploit the Site, or any Services, Apple Events or Content provided to you by Apple as an Apple Developer, in any unauthorized way, including but not limited to, by trespass, burdening network capacity or using the Services, Site or Content other than for authorized purposes. Copyright and other intellectual property laws protect the Site and Content provided to you, and you agree to abide by and maintain all notices, license information, and restrictions contained therein. Unless expressly permitted herein or otherwise permitted in a separate agreement with Apple, you may not modify, publish, network, rent, lease, loan, transmit, sell, participate in the transfer or sale of, reproduce, create derivative works based on, redistribute, perform, display, or in any way exploit any of the Site, Content or Services. You may not decompile, reverse engineer, disassemble, or attempt to derive the source code of any software or security components of the Services, Site, or Content (except as and only to the extent any foregoing restriction is prohibited by applicable law or to the extent as may be permitted by any licensing terms accompanying the foregoing). Use of the Site, Content or Services to violate, tamper with, or circumvent the security of any computer network, software, passwords, encryption codes, technological protection measures, or to otherwise engage in any kind of illegal activity, or to enable others to do so, is expressly prohibited. Apple retains ownership of all its rights in the Site, Content, Apple Events and Services, and except as expressly set forth herein, no other rights or licenses are granted or to be implied under any Apple intellectual property.

4. Confidentiality. Except as otherwise set forth herein, you agree that all pre-release versions of Apple software, services, and/or hardware (including related documentation and materials) provided to you as

an Apple Developer ("**Pre-Release Materials**") and any information disclosed by Apple to you in connection with Apple Events will be considered and referred to as "**Apple Confidential Information**" and are subject to the confidentiality obligations of this Agreement.

Notwithstanding the foregoing, Apple Confidential Information will not include: (a) information that is generally and legitimately available to the public through no fault or breach of yours; (b) information that is generally made available to the public by Apple; (c) information that is independently developed by you without the use of any Apple Confidential Information; (d) information that was rightfully obtained from a third party who had the right to transfer or disclose it to you without limitation; or (e) any third party software and/or documentation provided to you by Apple and accompanied by licensing terms that do not impose confidentiality obligations on the use or disclosure of such software and/or documentation. Further, Apple agrees that you will not be bound by the foregoing confidentiality terms with regard to technical information about Apple pre-release software, services and/or hardware disclosed by Apple at WWDC (Apple's Worldwide Developers Conference), except that you may not post screen shots of, write public reviews of, or redistribute any such materials.

5. Nondisclosure and Nonuse of Apple Confidential Information. Unless otherwise expressly agreed or permitted in writing by Apple, you agree not to disclose, publish, or disseminate any Apple Confidential Information to anyone other than to other Apple Developers who are employees and contractors working for the same entity as you and then only to the extent that Apple does not otherwise prohibit such disclosure. Except for your authorized purposes as an Apple Developer or as otherwise expressly agreed or permitted by Apple in writing, you agree not to use Apple Confidential Information in any way, including, without limitation, for your own or any third party's benefit without the prior written approval of an authorized representative of Apple in each instance. You further agree to take reasonable precautions to prevent any unauthorized use, disclosure, publication, or dissemination of Apple Confidential Information. You acknowledge that unauthorized disclosure or use of Apple Confidential Information could cause irreparable harm and significant injury to Apple that may be difficult to ascertain. Accordingly, you agree that Apple will have the right to seek immediate injunctive relief to enforce your obligations under this Agreement in addition to any other rights and remedies it may have. If you are required by law, regulation or pursuant to the valid binding order of a court of competent jurisdiction to disclose Apple Confidential Information, you may make such disclosure, but only if you have notified Apple before making such disclosure and have used commercially reasonable efforts to limit the disclosure and to seek confidential, protective treatment of such information. A disclosure pursuant to the previous sentence will not relieve you of your obligations to hold such information as Apple Confidential Information.

6. Confidential Pre-Release Materials.

A. License and Restrictions. If Apple provides you with Pre-Release Materials, then subject to your compliance with the terms and conditions of this Agreement, Apple hereby grants you a nonexclusive, nontransferable, right and license to use the Pre-Release Materials only for the limited purposes set forth in this Section 6; provided however that if such Pre-Release Materials are subject to a separate license agreement, you agree that the license agreement accompanying such materials in addition to Sections 4 and 5 of this Agreement shall also govern your use of the Pre-Release Materials. You further agree that in the event of any inconsistency between Section 4 and 5 of this Agreement and the confidentiality restrictions in the license agreement, the license agreement shall govern. You agree not to use the Pre-Release Materials for any purpose other than testing and/or development by you of a product designed to operate in combination with the same operating system for which the Pre-Release Materials are designed. This Agreement does not grant you any right or license to incorporate or make use of any Apple intellectual property (including for example and without limitation, trade secrets, patents, copyrights, trademarks and industrial designs) in any product. Except as expressly set forth herein, no other rights or licenses are granted or to be implied under any Apple intellectual property. You agree not to decompile, reverse engineer, disassemble, or otherwise reduce the Pre-Release Materials to a human-perceivable form, and you will not modify, network, rent, lease, transmit, sell, or loan the Pre-Release Materials in whole or in part.

B. Permitted Age for Accessing Pre-Release Materials. By accessing Pre-Release Materials, You certify that you are of the legal age of majority in the jurisdiction in which you reside (at least 18 years of age in many countries or regions) and You represent that You are legally permitted to access these Pre-Release Materials. This Agreement is void where prohibited by law and the right to access Pre-Release Materials is not granted in such jurisdictions. If You are the parent or legal guardian of individuals between the ages of 13 and the legal age of majority in the jurisdiction in which you reside, You may allow such individuals to share your Apple Account and password for their use in connection with accessing Pre-Release Materials solely under Your supervision and only in accordance with this Agreement. You are responsible for such individuals' compliance with and violations of this Agreement and any other Apple agreements.

C. Performance of Pre-Release Materials. Pre-Release Materials should not be relied upon to perform in the same manner as a final-release, commercial-grade product, nor used with data that is not sufficiently and regularly backed up, and may include features, functionality or other software or services that are not yet available. You acknowledge that Apple may not have publicly announced the availability of such Pre-Release Materials, that Apple has not promised or guaranteed to you that such Pre-Release Materials will be announced or made available to anyone in the future, and that Apple has no express or implied obligation to you to announce or commercially introduce such software or services or any similar or compatible technology. You expressly acknowledge and agree that any research or development that you perform with respect to Pre-Release Materials is done entirely at your own risk.

D. Additional Pre-Release Materials. From time to time, Apple may provide access to additional Pre-Release Materials for you to use as an end-user for evaluation purposes. Some of these may be subject to separate terms and conditions in addition to this Agreement, in which case your usage will also be subject to those terms and conditions. Such Pre-Release Materials may not be available in all languages or in all countries or regions, and Apple makes no representation that they will be appropriate or available for use in any particular location. To the extent you choose to access such Pre-Release Materials, you do so at your own initiative and are responsible for compliance with any applicable laws, including but not limited to applicable local laws. You acknowledge that Apple will not have any liability or responsibility to you or any other person (including to any end-user) for any third-party services or for any Apple services. Apple and its licensors reserve the right to change, suspend, remove, or disable access to any services at any time. In no event will Apple be liable for the removal or disabling of access to any such services. Further, upon any commercial release of such Pre-Release Materials, or earlier if requested by Apple, you agree to cease all use of the Pre-Release Materials provided to you as an end-user for evaluation purposes under this Agreement.

E. Consent to Collection and Use of Data. In order to test, provide and improve Apple's products and services, and only if you choose to install or use Pre-Release Materials provided as part of the developer seeding process, you acknowledge that Apple and its subsidiaries and agents may be collecting diagnostic, technical, usage and related information from Pre-Release Materials. Apple will notify you about the collection of such information on the Apple Developer portal, and you should carefully review the release notes and other information disclosed by Apple in such location prior to choosing whether or not to install or use any such Pre-Release Materials. By installing or using such Pre-Release Materials, You acknowledge and agree that Apple and its subsidiaries and agents have your permission to collect any and all such information and use it as set forth above.

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10. Term and Termination. Apple may terminate or suspend you as a registered Apple Developer at any time in Apple's sole discretion. If Apple terminates you as a registered Apple Developer, Apple reserves the right to deny your reapplication at any time in Apple's sole discretion. You may terminate your participation as a registered Apple Developer at any time, for any reason, by notifying Apple in writing of your intent to do so. Upon any termination or, at Apple's discretion, suspension, all rights and licenses granted to you by Apple will cease, including your right to access the Site, and you agree to destroy any and all Apple Confidential Information that is in your possession or control. At Apple's request, you agree to provide certification of such destruction to Apple. No refund or partial refund of any fees paid hereunder or any other fees will be made for any reason. Following termination of this Agreement, Sections 1, 3-5, 7

(but only for so long as the duration specified by Apple for such usage), 10-20 shall continue to bind the parties.

11. Apple Independent Development. Nothing in this Agreement will impair Apple's right to develop, acquire, license, market, promote or distribute products, software or technologies that perform the same or similar functions as, or otherwise compete with, any other products, software or technologies that you may develop, produce, market, or distribute.

12. Use Of Apple Trademarks, Logos, etc. You agree to follow Apple's trademark and copyright guidelines as published at: www.apple.com/legal/guidelinesfor3rdparties.html ("**Guidelines**") and as may be modified from time to time. You agree not to use the marks "Apple," the Apple Logo, "Mac", "iPhone," "iPod touch" or any other marks belonging or licensed to Apple in any way except as expressly authorized in writing by Apple in each instance or as permitted in Apple's Guidelines. You agree that all goodwill arising out of your authorized use of Apple's marks shall inure to the benefit of and belong to Apple.

13. No Warranty. APPLE AND ITS AFFILIATES, SUBSIDIARIES, OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, PARTNERS, AND LICENSORS (COLLECTIVELY, "**APPLE**" FOR PURPOSES OF THIS SECTION 13 AND 14) DO NOT PROMISE THAT THE SITE, CONTENT, SERVICES (INCLUDING, FUNCTIONALITY OR FEATURES OF THE FOREGOING), LABS, DTS SERVICES, OR ANY OTHER INFORMATION OR MATERIALS THAT YOU RECEIVE HEREUNDER AS AN APPLE DEVELOPER (COLLECTIVELY, THE "**SERVICE**" FOR PURPOSES OF THIS SECTION 13 AND 14) WILL BE ACCURATE, RELIABLE, TIMELY, SECURE, ERROR- FREE OR UNINTERRUPTED, OR THAT ANY DEFECTS WILL BE CORRECTED. THE SERVICE IS PROVIDED ON AN "AS-IS" AND "AS-AVAILABLE" BASIS AND THE SERVICE IS SUBJECT TO CHANGE WITHOUT NOTICE. APPLE CANNOT ENSURE THAT ANY CONTENT (INCLUDING FILES, INFORMATION OR OTHER DATA) YOU ACCESS OR DOWNLOAD FROM THE SERVICE WILL BE FREE OF VIRUSES, CONTAMINATION OR DESTRUCTIVE FEATURES. FURTHER, APPLE DOES NOT GUARANTEE ANY RESULTS OR IDENTIFICATION OR CORRECTION OF PROBLEMS AS PART OF THE SERVICE AND APPLE DISCLAIMS ANY LIABILITY RELATED THERETO. APPLE DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTIES OF ACCURACY, NON- INFRINGEMENT, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. APPLE DISCLAIMS ANY AND ALL LIABILITY FOR THE ACTS, OMISSIONS AND CONDUCT OF ANY THIRD PARTIES IN CONNECTION WITH OR RELATED TO YOUR USE OF THE SERVICE. YOU ASSUME TOTAL RESPONSIBILITY AND ALL RISKS FOR YOUR USE OF THE SERVICE, INCLUDING, BUT NOT LIMITED TO, ANY INFORMATION OBTAINED THEREON. YOUR SOLE REMEDY AGAINST APPLE FOR DISSATISFACTION WITH THE SERVICE IS TO STOP USING THE SERVICE. THIS LIMITATION OF RELIEF IS A PART OF THE BARGAIN BETWEEN THE PARTIES. TO THE EXTENT THAT APPLE MAKES ANY PRE-RELEASE SOFTWARE, HARDWARE OR OTHER PRODUCTS, SERVICES OR INFORMATION RELATED THERETO AVAILABLE TO YOU AS AN APPLE DEVELOPER, YOU UNDERSTAND THAT APPLE IS UNDER NO OBLIGATION TO PROVIDE UPDATES, ENHANCEMENTS, OR CORRECTIONS, OR TO NOTIFY YOU OF ANY PRODUCT OR SERVICES CHANGES THAT APPLE MAY MAKE, OR TO PUBLICLY ANNOUNCE OR INTRODUCE THE PRODUCT(S) OR SERVICE AT ANY TIME IN THE FUTURE.

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REQUIRED BY APPLICABLE LAW IN CASES INVOLVING PERSONAL INJURY) EXCEED THE AMOUNT OF FIFTY DOLLARS ($50.00).

15. Third-Party Notices and Products. Third-party software provided by Apple to you as an Apple Developer may be accompanied by its own licensing terms, in which case such licensing terms will govern your use of that particular third-party software. Mention of third-parties and third-party products in any materials, documentation, advertising, or promotions provided to you as an Apple Developer is for informational purposes only and constitutes neither an endorsement nor a recommendation. All third-party product specifications and descriptions are supplied by the respective vendor or supplier, and Apple shall have no responsibility with regard to the selection, performance, or use of these vendors or products. All understandings, agreements, or warranties, if any, take place directly between the vendors and the prospective users.

16. Export Control.

A. You may not use or otherwise export or re-export any Apple Confidential Information received from Apple except as authorized by United States law and the laws of the jurisdiction in which the Apple Confidential Information was obtained. In particular, but without limitation, the Apple Confidential Information may not be exported or re-exported (a) into any U.S. embargoed countries or regions or (b) to, or for the facilitation of dealings with, anyone on the U.S. Treasury Department's list of Specially Designated Nationals or the U.S. Department of Commerce Denied Person's List or any other restricted party lists without required approvals from applicable authorities. By becoming an Apple Developer or using any Apple Confidential Information, you represent and warrant that you are not located in any such country or region or on any such list. You also agree that you will not use any Apple Confidential Information for any purposes prohibited by United States law, including, without limitation, the development, design, manufacture or production of nuclear, chemical or biological weapons or any other military end uses.

B. You represent and warrant that You and any entity or person that directly or indirectly controls You, or is under common control with You, are not: (a) on any sanctions lists in the countries or regions in which the App Store is available, (b) doing business in any of the U.S. embargoed countries or regions, or (c) a military end user as defined and scoped in 15 C.F.R. § 744. As used in this Section 16, "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.

17. Governing Law. This Agreement will be governed by and construed in accordance with the laws of the State of California, excluding its conflict of law provisions. The parties further submit to and waive any objections to personal jurisdiction of and venue in any of the following forums: U.S. District Court for the Northern District of California, California Superior Court for Santa Clara County, Santa Clara County Municipal Court, or any other forum in Santa Clara County, for any disputes arising out of this Agreement.

18. Government End Users. Certain Apple Confidential Information may be considered "Commercial Products", as that term is defined at 48 C.F.R. §2.101, consisting of "Commercial Computer Software" and "Commercial Computer Software Documentation", as such terms are used in 48 C.F.R. §12.212 or 48 C.F.R. §227.7202, as applicable. Consistent with 48 C.F.R. §12.212 or 48 C.F.R. §227.7202-1 through 227.7202-4, as applicable, the Commercial Computer Software and Commercial Computer Software Documentation are being licensed to U.S. Government end users (a) only as Commercial Products and (b) with only those rights as are granted to all other end users pursuant to the terms and conditions herein. Unpublished-rights reserved under the copyright laws of the United States.

19. Privacy. At all times your personal data will be handled in accordance with Apple's Privacy Policy, which can be viewed at http://www.apple.com/legal/privacy/.

20. Miscellaneous. No delay or failure to take action under this Agreement will constitute a waiver unless expressly waived in writing, signed by a duly authorized representative of Apple, and no single waiver will constitute a continuing or subsequent waiver. This Agreement will bind your successors but may not be assigned, in whole or part, by you without the written approval of an authorized representative of Apple. Any non-conforming assignment shall be null and void. If any provision is found to be unenforceable or invalid, that provision shall be limited or eliminated to the minimum extent necessary so that this Agreement shall otherwise remain in full force and effect and enforceable. This Agreement constitutes the entire agreement between the parties with respect to its subject matter and supersedes all prior or contemporaneous understandings regarding such subject matter. No addition to or removal or modification of any of the provisions of this Agreement will be binding upon Apple unless made in writing and signed by an authorized representative of Apple. The parties hereto confirm that they have requested that this Agreement and all attachments and related documents be drafted in English. *Les parties ont exigé que le présent contrat et tous les documents connexes soient rédigés en anglais.*

LYL207
March 18, 2025

PLEASE READ THE FOLLOWING APPLE DEVELOPER PROGRAM LICENSE AGREEMENT TERMS AND CONDITIONS CAREFULLY BEFORE DOWNLOADING OR USING THE APPLE SOFTWARE OR APPLE SERVICES. THESE TERMS AND CONDITIONS CONSTITUTE A LEGAL AGREEMENT BETWEEN YOU AND APPLE.

Apple Developer Program License Agreement

Purpose

You would like to use the Apple Software (as defined below) to develop one or more Applications (as defined below) for Apple-branded products. Apple is willing to grant You a limited license to use the Apple Software and Services provided to You under this Program to develop and test Your Applications on the terms and conditions set forth in this Agreement.

Applications developed under this Agreement for iOS, iPadOS, macOS, tvOS, visionOS, and watchOS can be distributed: (1) through the App Store, if selected by Apple, (2) on a limited basis for use on Registered Devices (as defined below), and (3) for beta testing through TestFlight. Applications developed for iOS, iPadOS, macOS, and tvOS can additionally be distributed through Custom App Distribution, if selected by Apple. Applications developed for macOS can additionally be separately distributed as described in this Agreement.

Applications that meet Apple's Documentation and Program Requirements may be submitted for consideration by Apple for distribution via the App Store, Custom App Distribution, or for beta testing through TestFlight. If submitted by You and selected by Apple, Your Applications will be digitally signed by Apple and distributed, as applicable. Distribution of free (no charge) Applications (including those that use the In-App Purchase API for the delivery of free content) via the App Store or Custom App Distribution will be subject to the distribution terms contained in Schedule 1 to this Agreement. If You would like to distribute Applications for which You will charge a fee or would like to use the In-App Purchase API for the delivery of fee-based content, You must enter into a separate agreement with Apple ("Schedule 2"). If You would like to distribute paid Applications via Custom App Distribution, You must enter into a separate agreement with Apple ("Schedule 3"). You may also create Passes (as defined below) for use on iOS or watchOS under this Agreement and distribute such Passes for use by Wallet.

1. Accepting this Agreement; Definitions

1.1 Acceptance

In order to use the Apple Software and Services, You must first accept this Agreement. If You do not or cannot accept this Agreement, You are not permitted to use the Apple Software or Services. Do not download or use the Apple Software or Services in that case. You accept and agree to the terms of this Agreement on Your own behalf and/or on behalf of Your company, organization, educational institution, or agency, instrumentality, or department of the federal government as its authorized legal representative, by doing either of the following:
(a) checking the box displayed at the end of this Agreement if You are reading this on an Apple website; or
(b) clicking an "Agree" or similar button, where this option is provided by Apple.

1.2 Definitions

Whenever capitalized in this Agreement:

"**Accessory Data Transport Extension**" means an extension bundled as part of Your Application that, as its sole purpose, securely shares information directly between an end user's Apple-branded device and an Authorized Wi-Fi Target Accessory.

"**Ad Network APIs**" means the Documented APIs that provide a way to validate the successful conversion of advertising campaigns on supported Apple-branded products using a combination of cryptographic signatures and a registration process with Apple.

"**Ad Support APIs**" means the Documented APIs that provide the Advertising Identifier and Tracking Preference.

"**Adapter**" means a model adapter that fine-tunes the model accessed by the Foundation Models framework for a purpose permitted by the Foundation Models Framework Acceptable Use Requirements.

"**Advertising Identifier**" means a unique, non-personal, non-permanent identifier provided through the Ad Support APIs that are associated with a particular Apple-branded device and are to be used solely for advertising purposes, unless otherwise expressly approved by Apple in writing.

"**Agreement**" means this Apple Developer Program License Agreement, including any attachments, Schedule 1 and any exhibits thereto which are hereby incorporated by this reference. For clarity, this Agreement supersedes the iOS Developer Program License Agreement (including any attachments, Schedule 1 and any exhibits thereto), the Safari Extensions Digital Signing Agreement, the Safari Extensions Gallery Submission Agreement, and the Mac Developer Program License Agreement.

"**App Intents**" means the Documented APIs that allow Your Application to access app intent domains and other related functionality, and to expose app intents, app shortcuts, app entities, donations, and other related implementations.

"**App Store**" means an electronic store and its storefronts branded, owned, and/or controlled by Apple, or an Apple Subsidiary or other affiliate of Apple, through which Licensed Applications may be acquired. An App Store exists for each of the following: iOS, iPadOS, macOS, tvOS, visionOS, and watchOS.

"**App Store Connect**" means Apple's proprietary online content management tool for Applications.

"**Apple**" means Apple Inc., a California corporation with its principal place of business at One Apple Park Way, Cupertino, California 95014, U.S.A.

"**Apple Certificates**" or "**Certificates**" means the Apple-issued digital certificates provided to You by Apple under the Program.

"**Apple Maps Server API**" means the Documented APIs that enable You to add server-to-server mapping features or functionality to Your Applications, websites, or web applications.

"**Apple Maps Service**" means the mapping platform and Map Data provided by Apple via MapKit API and/or Apple Maps Server API; the Map Data provided by Apple that is used or displayed in the mapping platform; and/or the mapping platform and Map Data provided by Apple via MapKit JS, and related tools for capturing map content (e.g., MapSnapshotter). Apple Maps Service is for use by You only in connection with Your Applications, websites, or web applications.

"**Apple Music Feed API**" means the data feed that contains metadata for albums, songs, and artists from Apple Music.

"**Apple Music Feed Content**" means the previews of album art, songs and music videos provided by Apple and rendered through the Apple Music Feed API.

"**Apple Pay APIs**" means the Documented APIs that enable end users to send payment information they have stored on a supported Apple-branded product to an Application or Corresponding Product to be used in payment transactions made by or through the Application or Corresponding Product, and includes other payment-related functionality as described in the Documentation.

"**Apple Pay Payload**" means a customer data package passed through the Apple Software and Apple Pay APIs as part of a payment transaction (e.g., name, email, billing address, shipping address, and device account number).

"**Apple Push Notification Service**" or "**APN**" means the Apple Push Notification service that Apple may provide to You to enable You to transmit Push Notifications to Your Application or via the MDM Protocol or for use as otherwise permitted herein.

"**APN API**" means the Documented API that enables You to use the APN to deliver a Push Notification to Your Application or for use as otherwise permitted herein.

"**Apple Services**" or "**Services**" means the developer services that Apple may provide or make available through the Apple Software or as part of the Program for use with Your Covered Products, Corresponding Products, or development, including any Updates thereto (if any) that may be provided to You by Apple under the Program.

"**Apple Software**" means Apple SDKs, iOS, watchOS, tvOS, iPadOS, visionOS, and/or macOS, the Provisioning Profiles, FPS SDK, FPS Deployment Package, and any other software that Apple provides to You under the Program, including any Updates thereto (if any) that may be provided to You by Apple under the Program.

"**Apple SDKs**" means the Apple-proprietary Software Development Kits (SDKs) provided hereunder, including but not limited to header files, APIs, libraries, simulators, and software (source code and object code) labeled as part of iOS, watchOS, tvOS, iPadOS, visionOS, or Mac SDK and included in the Xcode Developer Tools package and Swift Playgrounds for purposes of targeting Apple-branded products running iOS, watchOS, tvOS, iPadOS, visionOS, and/or macOS, respectively.

"**Apple Subsidiary**" means a corporation at least fifty percent (50%) of whose outstanding shares or securities (representing the right to vote for the election of directors or other managing authority) are owned or controlled, directly or indirectly, by Apple, and that is involved in the operation of or otherwise affiliated with the App Store, Custom App Distribution, TestFlight, and as otherwise referenced herein (e.g., Attachment 4).

"**Apple Weather Data**" means any content, data or information provided through the WeatherKit APIs, including, but not limited to, Weather Alerts, general forecasts and other weather data.

"**Applicable European Laws**" means, as they may apply to either party, any EU laws or laws of any EU member state, in each case, as amended, extended or re-enacted, including all implementing acts made from time to time, as they relate, or are claimed to relate, to the European Relationship. This includes, without limitation, regulations as well as treaties.

"**Application**" means one or more software programs (including extensions, media, and Libraries that are enclosed in a single software bundle) developed by You in compliance with the Documentation and the Program Requirements, for distribution under Your own trademark or brand, and for specific use with an Apple-branded product running iOS, iPadOS, macOS, tvOS, visionOS, or watchOS as applicable, including bug fixes, updates, upgrades, modifications, enhancements, supplements to, revisions, new releases and new versions of such software programs.

"**Authorized Developers**" means Your employees and contractors, members of Your organization or, if You are an educational institution, Your faculty, staff, and Authorized Student Developers, who (a) each have an active and valid Apple Developer account with Apple, (b) have a demonstrable need to know or use the Apple Software in order to develop and test Covered Products or Corresponding Products, and (c) to the extent such individuals will have access to Apple Confidential Information, each have written and binding agreements with You to protect the unauthorized use and disclosure of such Apple Confidential Information.

"**Authorized Student Developers**" means Your students, if You are a university, who also meet the requirements to be Authorized Developers.

"**Authorized Test Units**" means Apple-branded hardware units owned or controlled by You that have been designated by You for Your own testing and development purposes under this Program, and if You permit, Apple-branded hardware units owned or controlled by Your Authorized Developers so long as such units are used for testing and development purposes on Your behalf, or, if You are a university, Apple-branded hardware units owned or controlled by You and Your Authorized Student Developers that are designated by You for educational purposes, and only as permitted hereunder.

"**Authorized Wi-Fi Target Accessory**" means a Wi-Fi capable accessory that an end user has explicitly authorized Your Application on their Apple-branded device to securely pair and share the Wi-Fi Network Sharing Information with.

"**Background Assets Framework**" means the Documented APIs that provide Applications with the ability to perform download operations in the background before first launch of the Application by the user and at other times after the first launch.

"**Beta Testers**" means end users whom You have invited to sign up for TestFlight in order to test pre-release versions of Your Application and who have accepted the terms and conditions of the TestFlight Application.

"**ClassKit APIs**" means the Documented APIs that enable You to send student progress data for use in a school-managed environment.

"**CloudKit APIs**" means the Documented APIs that enable Your Applications, Web Software, and/or Your end users (if You permit them) to read, write, query and/or retrieve structured data from public and/or private containers in iCloud.

"**Configuration Profile(s)**" means an XML file that allows You to distribute configuration information (e.g., VPN or Wi-Fi settings) and restrictions on device features (e.g., disabling the camera) to compatible Apple-branded products through Apple Configurator or other similar Apple-branded software tools, email, a webpage, or over-the-air deployment, or via Mobile Device Management (MDM).

"**Corresponding Product**" means Your website, web application, or other version of Your software application.

"**Covered Products**" means Your Applications, Libraries, Passes, Safari Extensions, Safari Push Notifications, and/or FPS implementations developed under this Agreement.

"**Critical Messaging API**" means the Documented API that enables Your Application to send messages via SMS for critical situations.

"**Custom App Distribution**" means the store or storefront functionality that enables users to obtain Licensed Applications through the use of Apple Business Manager, Apple School

Manager, or as otherwise permitted by Apple.

"**Declared Age Range API**" means the Documented API that enables Your Application to receive age range information for an end user derived from their Apple Account, if the end user or the end user's parent or guardian enables Your Application to receive the data, or where required by law.

"**Default Dialer APIs**" means the Documented APIs that enable an Application to make carrier-based outgoing calls when it is set as the default dialing app, and access conversation history of carrier-based calls made in that Application.

"**DeviceCheck APIs**" means the set of APIs, including server-side APIs, that enable You to set and query two bits of data associated with a device and the date on which such bits were last updated.

"**DeviceCheck Data**" means the data stored and returned through the DeviceCheck APIs.

"**Documentation**" means any technical or other specifications or documentation that Apple may provide to You for use in connection with the Apple Software, Apple Services, Apple Certificates, or otherwise as part of the Program.

"**Documented API(s)**" means the Application Programming Interface(s) documented by Apple in published Apple Documentation and which are contained in the Apple Software.

"**EnergyKit**" means the Documented APIs that provide an Application with the ability to receive electricity guidance and insights.

"**European Relationship**" means the relationship of Apple and/or Apple Distribution International Ltd. with You, whether arising out of this Agreement, the Apple Software, Apple hardware or otherwise, in relation to (i) any Application, Licensed Application and/or Custom Application insofar as delivered to, or intended for delivery to, end users through the App Store in an EU country or region; and/or (ii) any Application, Licensed Application and/or Custom Application, other software (including but not limited to Covered Products and/or Corresponding Products) and/or non-Apple hardware, insofar as used, or intended for use, on iOS or with iOS devices by end users located in the EU.

"**European Relationship Claims**" means any claims or proceedings of any kind to the extent (and only to the extent) they relate to the European Relationship including without limitation contractual claims, claims under Applicable European Laws, claims for interim relief, and any non-contractual claims.

"**Face Data**" means information related to human faces (e.g., face mesh data, facial map data, face modeling data, facial coordinates or facial landmark data, including data from an uploaded photo) that is obtained from a user's device and/or through the use of the Apple Software (e.g., through ARKit, the Camera APIs, or the Photo APIs), or that is provided by a user in or through an Application (e.g., uploads for a facial analysis service).

"**FOSS**" (Free and Open Source Software) means any software that is subject to terms that, as a condition of use, copying, modification or redistribution, require such software and/or derivative works thereof to be disclosed or distributed in source code form, to be licensed for the purpose of making derivative works, or to be redistributed free of charge, including without limitation software distributed under the GNU General Public License or GNU Lesser/Library GPL.

"**Foundation Models Framework Acceptable Use Requirements**" means the requirements found at https://developer.apple.com/apple-intelligence/acceptable-use-requirements-for-the-foundation-models-framework, as may be updated from time-to-time.

"**Foundation Models Framework**" means the Documented APIs that enable You to access, prompt, or otherwise use the Foundation Models framework, including the model accessed by the framework, in any manner, including through an Adapter.

"**FPS**" or "**FairPlay Streaming**" means Apple's FairPlay Streaming Server key delivery mechanism as described in the FPS SDK.

"**FPS Deployment Package**" means the D Function specification for commercial deployment of FPS, the D Function reference implementation, FPS sample code, and set of unique production keys specifically for use by You with an FPS implementation, if provided by Apple to You.

"**FPS SDK**" means the FPS specification, FPS server reference implementation, FPS sample code, and FPS development keys, as provided by Apple to You.

"**Game Center**" means the gaming community service and related APIs provided by Apple for use by You in connection with Your Applications that are associated with Your developer account.

"**HealthKit APIs**" means the Documented APIs that enable reading, writing, queries and/or retrieval of an end user's health and/or fitness information in Apple's Health application.

"**HomeKit Accessory Protocol**" means the proprietary protocol licensed by Apple under the MFi Program that enables home accessories designed to work with the HomeKit APIs (e.g., lights, locks) to communicate with compatible Apple-branded products.

"**HomeKit APIs**" means the Documented APIs that enable reading, writing, queries and/or retrieval of an end user's home configuration or home automation information from that end-user's designated area of Apple's HomeKit Database.

"**HomeKit Database**" means Apple's repository for storing and managing information about an end user's Licensed HomeKit Accessories and associated information.

"**iCloud**" or "**iCloud service**" means the iCloud online service provided by Apple that includes remote online storage.

"**iCloud Extended Share Access APIs**" means the Documented APIs that provide an Application with the ability to access end user information, share access requests and one-time links.

"**iCloud Storage APIs**" means the Documented APIs that allow storage and/or retrieval of user-generated documents and other files, and allow storage and/or retrieval of key value data (e.g., a list of stocks in a finance App, settings for an App) for Applications and Web Software through the use of iCloud.

"**ID Verifier APIs**" means the Documented APIs that enable You and/or Merchants to verify the end user's age or ID information through the use of Your Application.

"**ID Verifier Data**" means the end users' data package passed through the Apple Software and ID Verifier APIs as part of the age or ID verification process.

"**In-App Purchase API**" means the Documented API that enables additional content, functionality or services to be delivered or made available for use within an Application with or without an additional fee.

"**Intermediary Party**" means a party that: (a) passes an Apple Pay end user's Apple Pay Payload to a Merchant for processing such end user's payment transaction outside of an Application or Corresponding Product, or (b) develops and makes available an Application to enable Merchants

to conduct Tap to Pay transactions.

"**iOS**" means the iOS operating system software provided by Apple for use by You only in connection with Your Application development and testing, including any successor versions thereof.

"**IP Rights**" means any copyrights, trademarks, rights of privacy and publicity, trade secrets, patents, or other intellectual property or legal rights (e.g. musical composition or performance rights, video rights, photography or image rights, logo rights, third-party data rights, etc.) of a similar or corresponding nature in any part of the world, whether registered or not, or capable of registration or not, and including all applications and the right to apply for any of the foregoing.

"**iPadOS**" means the iPadOS operating system software provided by Apple for use by You only in connection with Your Application development and testing, including any successor versions thereof.

"**iPod Accessory Protocol**" or "**iAP**" means Apple's proprietary protocol for communicating with supported Apple-branded products and which is licensed under the MFi Program.

"**iWork API**" means the Documented API known as the "iWork Document Exporting API" that enables end users to export iWork documents to PDF format on Your Application or Corresponding Product.

"**Journaling Suggestions API**" means the Documented API that enables a display of journaling suggestions.

"**Library**" means a code module that cannot be installed or executed separately from an Application and that is developed by You in compliance with the Documentation and Program Requirements only for use with Apple-branded products.

"**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, and includes any additional permitted functionality, content or services provided by You from within an Application using the In-App Purchase API.

"**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 Schedule 1, or, if applicable, Schedule 2 or Schedule 3.

"**Licensed HomeKit Accessories**" means hardware accessories licensed under the MFi Program that support the HomeKit Accessory Protocol.

"**Local Notification**" means a message, including any content or data therein, that Your Application delivers to end users at a pre-determined time or when Your Application is running in the background and another application is running in the foreground.

"**Location Push Service Extension**" means the software extension that provides Applications a way to achieve on-demand location updates through push notifications for use with the Core Location API in compliance with this Agreement.

"**macOS**" means the macOS operating system software provided by Apple for use by You, including any successor versions thereof.

"**Managed Apple Account**" means the Apple Account created by an organization for an employee or student to use and managed by the organization's IT administrator.

"**Map Data**" means any content, data or information provided through the Apple Maps Service including, but not limited to, imagery, terrain data, latitude and longitude coordinates, transit data, points of interest and traffic data.

"**MapKit API**" means the Documented client-side API that enables You to add mapping features or functionality to Applications.

"**MapKit JS**" means the JavaScript library that enables You to add mapping features or functionality to Your Applications, websites, or web applications.

"**MDM Compatible Products**" means enterprise server software products that enable management of supported Apple-branded products using the MDM Protocol (which Apple may provide to You at its option), and whose primary purpose is enterprise device management. For clarity, products that are for consumer or personal use are excluded from MDM Compatible Products, except as otherwise expressly permitted in writing by Apple.

"**MDM Customer**" means a commercial enterprise, such as a business organization, educational institution, or government agency, that is a customer of Your MDM Compatible Products. For clarity, MDM Customer specifically excludes consumers or personal users, except as otherwise expressly permitted in writing by Apple.

"**MDM Protocol**" means the proprietary protocol documentation that Apple, at its option, may provide to You under this Agreement to enable You to interact with, manage, configure and query supported Apple-branded products as expressly permitted herein.

"**Merchant**" means a party who: (a) processes Apple Pay payment transactions, (b) uses the TTP APIs to accept payments, conduct transactions and access related services via Your Application, under their own name, trademark, or brand (e.g., their name shows up on the end user's credit card statement), or (c) uses the ID Verifier APIs to perform age or ID verification via Your Application.

"**MFi Accessory**" means a non-Apple branded hardware device that interfaces, communicates, or otherwise interoperates with or controls an Apple-branded product using technology licensed under the MFi Program (e.g., the ability to control a supported Apple-branded product through the iPod Accessory Protocol).

"**MFi Licensee**" means a party who has been granted a license by Apple under the MFi Program.

"**MFi Program**" means a separate Apple program that offers developers, among other things, a license to incorporate or use certain Apple technology in or with hardware accessories or devices for purposes of interfacing, communicating or otherwise interoperating with or controlling select Apple-branded products.

"**Mobile Device Management**" (MDM) means the device management functionality and related APIs provided by Apple that enable remote management and configuration of supported Apple-branded products through the use of the MDM Protocol and Apple-issued digital certificates.

"**Motion & Fitness APIs**" means the Documented APIs that are controlled by the Motion & Fitness privacy setting in a compatible Apple-branded product and that enable access to motion and fitness sensor data (e.g., body motion, step count, stairs climbed), unless the end user has disabled access to such data.

"**Multitasking**" means the ability of Applications to run in the background while other Applications are also running.

"**MusicKit APIs**" means the set of APIs that enable Apple Music users to access their subscription through Your Application or as otherwise permitted by Apple in the Documentation.

"**MusicKit Content**" means music, video, and/or graphical content rendered through the MusicKit APIs.

"**MusicKit JS**" means the JavaScript library that enables Apple Music users to access their subscription through Your Applications, websites, or web applications.

"**Network Extension Framework**" means the Documented APIs that provide Applications with the ability to customize certain networking features of compatible Apple-branded products (e.g., customizing the authentication process for Wi-Fi Hotspots, VPN features, and content filtering mechanisms).

"**Now Playing APIs**" means the Documented APIs that enable information and metadata about media currently playing in Applications to be displayed on Apple-branded products.

"**Pass(es)**" means one or more digital passes (e.g., movie tickets, coupons, loyalty reward vouchers, boarding passes, membership cards, etc.) developed by You under this Agreement, under Your own trademark or brand, and which are signed with Your Pass Type ID, or otherwise developed by You in accordance with the Documentation.

"**Pass Information**" means the text, descriptions, representations or information relating to a Pass that You provide to or receive from Your end users on or in connection with a Pass.

"**Pass Type ID**" means the combination of an Apple Certificate and Push Application ID that is used by You to sign Your Passes and/or communicate with the APN.

"**Payment Service Provider**" means a provider that: (a) provides payment processing services involving the processing of TTP Data for Merchants, whether directly or indirectly, and (b) is set forth in the Documentation.

"**Program**" means the overall Apple development, testing, digital signing, and distribution program contemplated in this Agreement.

"**Program Requirements**" mean the technical, human interface, design, product category, security, performance, and other criteria and requirements specified by Apple, including but not limited to the current set of requirements set forth in **Section 3.3**, as they may be modified from time to time by Apple in accordance with this Agreement.

"**Provisioning Profiles**" means the files (including applicable entitlements or other identifiers) that are provided by Apple for use by You in connection with Your Application development and testing, and limited distribution of Your Applications for use on Registered Devices and/or on Authorized Test Units.

"**Push Application ID**" means the unique identification number or other identifier that Apple assigns to an Application, Pass or Site in order to permit it to access and use the APN, or for use with MDM.

"**Push Notification**" or "**Safari Push Notification**" means a notification, including any content or data therein, that You transmit to end users for delivery in Your Application, Your Pass, and/or in the case of macOS, to the macOS desktop of users of Your Site who have opted in to receive such messages through Safari on macOS, and/or that is delivered through the use of MDM.

"**Registered Devices**" means Apple-branded hardware units owned or controlled by You, or owned by individuals who are affiliated with You, where such Products have been specifically registered with Apple under this Program.

"**Roster API**" means the Documented API that enables the sharing of student, teacher, and staff Roster Data from a school, if the school's IT administrator enables Your Application or Corresponding Product to receive that data.

"**Roster Data**" means any user data or tokens obtained, collected through, relating to, or from the use of the Roster API, including any data that relates to an identified or identifiable individual or that is linked or linkable to them.

"**Safari Extensions**" means one or more software extensions developed by You under this Agreement only for use with Safari in compliance with this Agreement.

"**Security Solution**" means the proprietary Apple content protection system marketed as FairPlay, to be applied to Licensed Applications distributed on the App Store to administer Apple's standard usage rules for Licensed Applications, as such system and rules may be modified by Apple from time to time.

"**Sensitive Content Analysis Framework**" means the Documented APIs that enable Applications to integrate with Communication Safety and/or Sensitive Content Warning, and determine on-device if images and videos that users send and receive in Your Application contain nudity.

"**ShazamKit APIs**" means the Documented APIs that enable You to add audio-based recognition features or functionality to Your Application and Corresponding Products.

"**ShazamKit Content**" means metadata, music, and/or graphical content provided by Apple and rendered through the ShazamKit APIs, including but not limited to MusicKit Content.

"**Sign in with Apple**" means the Documented APIs and JavaScript libraries that allow You to log users into Your Application (and Corresponding Products) with their Apple Account or anonymized credentials.

"**Sign in with Apple at Work & School**" means the Documented APIs and JavaScript libraries that allow You to log users into Your Application (and Corresponding Products) with their Managed Apple Account subject to the management of access by the user organization's IT administrator.

"**Significant App Update Topic API**" means the Documented API that enables Your Application distributed on the App Store to request consent from an end user's parent or guardian, to continue using Your Application when it has a significant update.

"**SiriKit**" means the set of APIs that allow Your Application to access or provide SiriKit domains, intents, shortcuts, donations, and other related functionality, as set forth in the Documentation.

"**Site**" means a website provided by You under Your own name, trademark or brand.

"**Single Sign-on Specification**" means the Documentation provided by Apple hereunder for the Single Sign-On API, as updated from time to time.

"**Tap to Pay Data**" or "**TTP Data**" means a Merchant's customer's data package passed through the Apple Software and Tap to Pay APIs as part of a transaction (e.g., primary account number, transaction amount, etc.).

"**Tap to Pay APIs**" or "**TTP APIs**" means the Documented APIs that enable Merchants to conduct transactions through the use of Your Application.

"**TelephonyMessagingKit APIs**" means the Documented APIs that allow an Application to send and receive carrier-based messages via SMS, MMS, and RCS when it is set as the default carrier-based messaging app, and access the history of such messages sent and received in that Application.

"**Term**" means the period described in **Section 11**.

"**TestFlight**" means Apple's beta testing service for pre-release Applications made available through Apple's TestFlight Application.

"**TestFlight Application**" means Apple's application that enables the distribution of pre-release versions of Your Applications to a limited number of Your Authorized Developers and to a limited number of Beta Testers (as specified on the TestFlight developer website) through TestFlight.

"**Tracking Preference**" means the Apple setting that enables an end user to set an ad tracking preference.

"**TV App API**" means the API documented in the TV App Specification that enables You to provide Apple with TV App Data.

"**TV App Data**" means the data described in the TV App Specification to be provided to Apple through the TV App API.

"**TV App Features**" means functionality accessible via the TV App and/or tvOS, iOS, iPadOS, and/or macOS devices, which functionality provides the user the ability to view customized information and recommendations regarding content and to access such content through the user's apps, and/or provides the user the ability to continue play of previously viewed content.

"**TV App Specification**" means the Documentation provided by Apple hereunder for the TV App API, as updated from time to time.

"**tvOS**" means the tvOS operating system software, including any successor versions thereof.

"**Updates**" means bug fixes, updates, upgrades, modifications, enhancements, supplements, and new releases or versions of the Apple Software or Services, or to any part of the Apple Software or Services.

"**visionOS**" means the visionOS operating system software, including any successor versions thereof.

"**Wallet**" means Apple's application that has the ability to store and display Passes for use on iOS, iPadOS, watchOS, or Safari on macOS.

"**WatchKit Extension**" means an extension bundled as part of Your Application that accesses the WatchKit framework on iOS to run and display a WatchKit app on the watchOS.

"**watchOS**" means the watchOS operating system software, including any successor versions thereof.

"**Weather Alerts**" means any weather warnings, or other alerts provided via the WeatherKit APIs from time to time by meteorological agencies describing specific weather conditions in a geographic location.

"**WeatherKit APIs**" means the Documented APIs that enable You to add weather features or functionality to Your Applications or Corresponding Products.

"**Web Software**" means web-based versions of Your software applications that have the same title and substantially equivalent features and functionality as Your Licensed Application (e.g., feature parity).

"**Website Push ID**" means the combination of an Apple Certificate and Push Application ID that is used by You to sign Your Site's registration bundle and/or communicate with the APN.

"**Wi-Fi Aware Framework**" means the Documented APIs that provide an Application with the ability to make Wi-Fi Aware connections between Wi-Fi Aware capable devices.

"**Wi-Fi Aware Information**" means any content, data, or information provided through or transmitted via the Wi-Fi Aware Framework or Wi-Fi Aware protocol, including, but not limited to, identifying information such as identifiers exchanged between devices, security information used for pairing, authentication, or encryption, and other keys and device information.

"**Wi-Fi Infrastructure Framework**" means the Documented APIs that provide an Application with the ability to share Wi-Fi Network Sharing Information from an Apple-branded device to a Wi-Fi capable accessory.

"**Wi-Fi Network Sharing Information**" means any content, data, or information provided through or transmitted via the Wi-Fi Infrastructure Framework, including network and device information and identifiers (such as SSIDs, MAC addresses, and other identifiers exchanged between devices), and security information used for authentication, passwords, encryption keys, device information or any other information derived from it (e.g., decrypted, hashed, re-encrypted).

"**Xcode Cloud**" or "**Xcode Cloud Service**" means Apple's cloud hosted continuous integration and delivery service and related technologies.

"**Xcode Cloud Content**" means the software, tests, scripts, data, information, text, graphics, videos, or other content that You post or make available when accessing or using the Xcode Cloud Service (including any software residing in source code repositories to which You provide log-in credentials), excluding any Apple materials licensed to You.

"**You**" and "**Your**" means and refers to the person(s) or legal entity (whether the company, organization, educational institution, or governmental agency, instrumentality, or department) that has accepted this Agreement under its own developer account and that is using the Apple Software or otherwise exercising rights under this Agreement.

Note: For the sake of clarity, You may authorize contractors to develop Applications on Your behalf, but any such Applications must be owned by You, submitted under Your own developer account, and distributed as Applications only as expressly permitted herein. You are responsible to Apple for Your contractors' activities under Your account (e.g., adding them to Your team to perform development work for You) and their compliance with this Agreement. Any actions undertaken by Your contractors arising out of this Agreement shall be deemed to have been taken by You, and You (in addition to Your contractors) shall be responsible to Apple for all such actions.

2. Internal Use License and Restrictions

2.1 Permitted Uses and Restrictions; Program Services

Subject to the terms and conditions of this Agreement, Apple hereby grants You during the Term, a limited, non-exclusive, personal, revocable, non-sublicensable and non-transferable license to:

(a) Install a reasonable number of copies of the Apple Software provided to You under the Program on Apple-branded products owned or controlled by You, to be used internally by You or Your Authorized Developers for the sole purpose of developing or testing Covered Products designed to operate on the applicable Apple-branded products, except as otherwise expressly permitted in this Agreement;
(b) Make and distribute a reasonable number of copies of the Documentation to Authorized Developers for their internal use only and for the sole purpose of developing or testing Covered Products, except as otherwise expressly permitted in this Agreement;
(c) Install a Provisioning Profile on each of Your Authorized Test Units, up to the number of Authorized Test Units that You have registered and acquired licenses for, to be used internally by You or Your Authorized Developers for the sole purpose of developing and testing Your Applications, except as otherwise expressly permitted in this Agreement;
(d) Install a Provisioning Profile on each of Your Registered Devices, up to the limited number of Registered Devices that You have registered and acquired licenses for, for the sole purpose of enabling the distribution and use of Your Applications on such Registered Devices; and
(e) Incorporate the Apple Certificates issued to You pursuant to this Agreement for purposes of digitally signing Your Applications, Passes, Safari Extensions, Safari Push Notifications, and as otherwise expressly permitted by this Agreement.

Apple reserves the right to set the limited number of Apple-branded products that each Licensee may register with Apple and obtain licenses for under this Program (a "**Block of Registered Device Licenses**"). For the purposes of limited distribution on Registered Devices under **Section 7.3 (Ad Hoc distribution)**, each company, organization, educational institution or affiliated group may only acquire one (1) Block of Registered Device Licenses per company, organization, educational institution or group, unless otherwise agreed in writing by Apple. You agree not to knowingly acquire, or to cause others to acquire, more than one Block of Registered Device Licenses for the same company, organization, educational institution or group.

Apple may provide access to services by or through the Program for You to use with Your developer account (e.g., device or app provisioning, managing teams or other account resources). You agree to access such services only through the Program web portal (which is accessed through Apple's developer website) or through Apple-branded products that are designed to work in conjunction with the Program (e.g., Xcode, App Store Connect, Swift Playgrounds) and only as authorized by Apple. If You (or Your Authorized Developers) access Your developer account through these other Apple-branded products, You acknowledge and agree that this Agreement shall continue to apply to any use of Your developer account and to any features or functionality of the Program that are made available to You (or Your Authorized Developers) in this manner (e.g., Apple Certificates and Provisioning Profiles can be used only in the limited manner permitted herein, etc.). You agree not to create or attempt to create a substitute or similar service through use of or access to the services provided by or through the Program. If Apple provides power and performance metrics for Your Application, You agree that such metrics may be used solely for Your own internal use and may not be provided to any third party (except as set forth in **Section 2.9**). Further, You may only access such services using the Apple Account associated with Your developer account or authentication credentials (e.g., keys, tokens, password) associated with Your developer account, and You are fully responsible for safeguarding Your Apple Account and authentication credentials from compromise and for using them only as authorized by Apple and in accordance with the terms of this Agreement, including but not limited to **Section 2.8** and **5**. Except as otherwise expressly permitted herein, You agree not to share, sell, resell, rent, lease, lend, or otherwise provide access to Your developer account or any services provided therewith, in whole or in part, to anyone who is not an Authorized Developer on Your team, and You agree not to solicit or request Apple Developer Program members to provide You with their Apple Accounts, authentication credentials, and/or related account information and materials (e.g., Apple Certificates used for distribution or submission to the App Store or TestFlight). You understand that each team member must have their own Apple Account or authentication credentials to access Your account, and You shall be fully responsible for all activity performed through or in connection with Your account. To the extent that You own

or control an Apple-branded computer running Apple's macOS Server or Xcode Server ("**Server**") and would like to use it for Your own development purposes in connection with the Program, You agree to use Your own Apple Account or other authentication credentials for such Server, and You shall be responsible for all actions performed by such Server.

2.2 Authorized Test Units and Pre-Release Apple Software

As long as an Authorized Test Unit contains any pre-release versions of the Apple Software or uses pre-release versions of Services, You agree to restrict access to such Authorized Test Unit to Your Authorized Developers and to not disclose, show, rent, lease, lend, sell or otherwise transfer such Authorized Test Unit to any third party. You further agree to take reasonable precautions to safeguard, and to instruct Your Authorized Developers to safeguard, all Authorized Test Units from loss or theft. Further, subject to the terms of this Agreement, You may deploy Your Applications to Your Authorized Developers for use on a limited number of Authorized Test Units for Your own internal testing and development purposes.

You acknowledge that by installing any pre-release Apple Software or using any pre-release Services on Your Authorized Test Units, these Units may be "locked" into testing mode and may not be capable of being restored to their original condition. Any use of any pre-release Apple Software or pre-release Services are for evaluation and development purposes only, and You should not use any pre-release Apple Software or pre-release Services in a commercial operating environment or with important data. You should back up any data prior to using the pre-release Apple Software or pre-release Services. Apple shall not be responsible for any costs, expenses or other liabilities You may incur as a result of provisioning Your Authorized Test Units and Registered Devices, Your Covered Product development or the installation or use of this Apple Software or any pre-release Apple Services, including but not limited to any damage to any equipment, or any damage, loss, or corruption of any software, information or data.

2.3 Confidential Nature of Pre-Release Apple Software and Services

From time to time during the Term, Apple may provide You with pre-release versions of the Apple Software or Services that constitute Apple Confidential Information and are subject to the confidentiality obligations of this Agreement, except as otherwise set forth herein. Such pre-release Apple Software and Services should not be relied upon to perform in the same manner as a final-release, commercial-grade product, nor used with data that is not sufficiently and regularly backed up, and may include features, functionality or APIs for software or services that are not yet available. You acknowledge that Apple may not have publicly announced the availability of such pre-release Apple Software or Services, that Apple has not promised or guaranteed to You that such pre-release software or services will be announced or made available to anyone in the future, and that Apple has no express or implied obligation to You to announce or commercially introduce such software or services or any similar or compatible technology. You expressly acknowledge and agree that any research or development that You perform with respect to pre-release versions of the Apple Software or Services is done entirely at Your own risk.

2.4 Copies

You agree to retain and reproduce in full the Apple copyright, disclaimers and other proprietary notices (as they appear in the Apple Software and Documentation provided) in all copies of the Apple Software and Documentation that You are permitted to make under this Agreement.

2.5 Ownership

Apple retains all rights, title, and interest in and to the Apple Software, Services, and any Updates it may make available to You under this Agreement. You agree to cooperate with Apple to maintain Apple's ownership of the Apple Software and Services, and, to the extent that You become aware of any claims relating to the Apple Software or Services, You agree to use reasonable efforts to promptly provide notice of any such claims to Apple. The parties acknowledge that this Agreement does not give Apple any ownership interest in Your Covered Products or Corresponding Products.

2.6 No Other Permitted Uses

Except as otherwise set forth in this Agreement, You agree not to rent, lease, lend, upload to or host on any website or server, sell, redistribute, or sublicense the Apple Software, Apple Certificates, or any Services, in whole or in part, or to enable others to do so. You may not use the Apple Software, Apple Certificates, or any Services provided hereunder for any purpose not expressly permitted by this Agreement, including any applicable Attachments and Schedules. You agree not to install, use or run the Apple SDKs on any non-Apple-branded computer, and not to install, use or run iOS, iPadOS, macOS, tvOS, visionOS, watchOS, and Provisioning Profiles on or in connection with devices other than Apple-branded products, or to enable others to do so. You may not and You agree not to, or to enable others to, copy (except as expressly permitted under this Agreement), decompile, reverse engineer, disassemble, attempt to derive the source code of, modify, decrypt, or create derivative works of the Apple Software, Apple Certificates or any Services provided by the Apple Software or otherwise provided hereunder, or any part thereof (except as and only to the extent any foregoing restriction is prohibited by applicable law or to the extent as may be permitted by licensing terms governing use of open-sourced components or sample code included with the Apple Software). You agree not to exploit any Apple Software, Apple Certificates, or Services provided hereunder in any unauthorized way whatsoever, including but not limited to, by trespass or burdening network capacity, or by harvesting or misusing data provided by such Apple Software, Apple Certificates, or Services. Any attempt to do so is a violation of the rights of Apple and its licensors of the Apple Software or Services. If You breach any of the foregoing restrictions, You may be subject to prosecution and damages. All licenses not expressly granted in this Agreement are reserved and no other licenses, immunity or rights, express or implied are granted by Apple, by implication, estoppel, or otherwise. This Agreement does not grant You any rights to use any trademarks, logos or service marks belonging to Apple, including but not limited to the iPhone or iPod word marks. If You make reference to any Apple products or technology or use Apple's trademarks, You agree to comply with the published guidelines at https://www.apple.com/legal/intellectual-property/guidelinesfor3rdparties.html, as they may be modified by Apple from time to time.

2.7 FPS SDK and FPS Deployment Package

You may use the FPS SDK to develop and test a server-side implementation of FPS, solely for use with video streamed by You (or on Your behalf) through Your Applications, or video downloaded for viewing through Your Applications, on iOS, iPadOS, and/or tvOS, through Safari on macOS, or as otherwise approved by Apple in writing (collectively, "**Authorized FPS Applications**"). You understand that You will need to request the FPS Deployment Package on the Program web portal prior to any production or commercial use of FPS. As part of such request, You will need to submit information about Your requested use of FPS. Apple will review Your request and reserves the right to not provide You with the FPS Deployment Package at its sole discretion, in which case You will not be able to deploy FPS. Any development and testing You perform with the FPS SDK is at Your own risk and expense, and Apple will not be liable to You for such use or for declining Your request to use FPS in a production or commercial environment.

If Apple provides You with the FPS Deployment Package, You agree to use it solely as approved by Apple and only in connection with video content streamed by You (or on Your behalf) to Authorized FPS Applications or downloaded for viewing through Your Authorized FPS Applications. Except as permitted in **Section 2.9 (Third-Party Service Providers)**, You will not provide the FPS Deployment Package to any third party or sublicense, sell, resell, lease, disclose, or re-distribute the FPS Deployment Package or FPS SDK to any third party (or any implementation thereof) without Apple's prior written consent.

You acknowledge and agree that the FPS Deployment Package (including the set of FPS production keys) is Apple Confidential Information as set forth in **Section 9 (Confidentiality)**. Further, such FPS keys are unique to Your company or organization, and You are solely responsible for storing and protecting them. You may use such FPS keys solely for the purpose of delivering and protecting Your content key that is used to decrypt video content streamed by

You to Authorized FPS Applications or downloaded for viewing through Your Authorized FPS Applications. Apple will have no liability or responsibility for unauthorized access to or use of any FPS key or any content streamed or otherwise delivered under this Agreement in connection with FPS. In the event that Your FPS key is disclosed, discovered, misappropriated or lost, You may request that Apple revoke it by emailing product-security@apple.com, and You understand that Apple will have no obligation to provide a replacement key. Apple reserves the right to revoke Your FPS key at any time if requested by You, in the event of a breach of this Agreement by You, if otherwise deemed prudent or reasonable by Apple, or upon expiration or termination of this Agreement for any reason.

You acknowledge and agree that Apple reserves the right to revoke or otherwise remove Your access to and use of FPS (or any part thereof) at any time in its sole discretion. Further, Apple will have no obligation to provide any modified, updated or successor version of the FPS Deployment Package or the FPS SDK to You and will have no obligation to maintain compatibility with any prior version. If Apple makes new versions of the FPS Deployment Package or FPS SDK available to You, then You agree to update to them within a reasonable time period if requested to do so by Apple.

2.8 Use of Apple Services

Apple may provide access to Apple Services that Your Covered Products or Your Corresponding Products may call through APIs in the Apple Software and/or that Apple makes available to You through other mechanisms, e.g., through the use of keys that Apple may make accessible to You under the Program. You agree to access such Apple Services only through the mechanisms provided by Apple for such access and only for use on Apple-branded products. Except as permitted in **Section 2.9 (Third-Party Service Providers)** or as otherwise set forth herein, You agree not to share access to mechanisms provided to You by Apple for the use of the Services with any third party. Further, You agree not to create or attempt to create a substitute or similar service through use of or access to the Apple Services.

You agree to access and use such Services only as necessary for providing services and functionality for Your Covered Products or Your Corresponding Products that are eligible to use such Services and only as permitted by Apple in writing, including in the Documentation. You may not use the Apple Services in any manner that is inconsistent with the terms of this Agreement or that infringes any IP Rights of a third party or Apple, or that violates any applicable laws or regulations. You agree that the Apple Services contain proprietary content, information and material owned by Apple and its licensors, and protected by applicable intellectual property and other laws. You may not use such proprietary content, information or materials in any way whatsoever, except for the permitted uses of the Apple Services under this Agreement, or as otherwise agreed by Apple in writing.

You understand there may be storage capacity, transmission, and/or transactional limits for the Apple Services both for You as a developer and for Your end users. If You reach or Your end user reaches such limits, then You or Your end user may be unable to use the Apple Services or may be unable to access or retrieve data from such Services through Your Covered Products, Your Corresponding Products or through the applicable end-user accounts. You agree not to charge any fees to end users solely for access to or use of the Apple Services through Your Covered Products or Your Corresponding Products, or for any content, data or information provided therein, and You agree not to sell access to the Apple Services in any way. You agree not to fraudulently create any end-user accounts or induce any end user to violate the terms of their applicable end-user terms or service agreement with Apple or to violate any Apple usage policies for such end-user services. Except as expressly set forth herein, You agree not to interfere with an end user's ability to access or use any such services.

Apple reserves the right to change, suspend, deprecate, deny, limit, or disable access to the Apple Services, or any part thereof, at any time without notice (including but not limited to revoking entitlements or changing any APIs in the Apple Software that enable access to the

Services or not providing You with an entitlement). In no event will Apple be liable for the removal of or disabling of access to any of the foregoing. Apple may also impose limits and restrictions on the use of or access to the Apple Services, may remove the Apple Services for indefinite time periods, may revoke Your access to the Apple Services, or may cancel the Apple Services (or any part thereof) at any time without notice or liability to You and in its sole discretion.

Apple does not guarantee the availability, accuracy, completeness, reliability, or timeliness of any data or information displayed by any Apple Services. To the extent You choose to use the Apple Services with Your Covered Products or Corresponding Products, You are responsible for Your reliance on any such data or information. You are responsible for Your use of the Apple Software and Apple Services, and if You use such Services, then it is Your responsibility to maintain appropriate alternate backup of all Your content, information and data, including but not limited to any content that You may provide to Apple for hosting as part of Your use of the Services. You understand and agree that You may not be able to access certain Apple Services upon expiration or termination of this Agreement and that Apple reserves the right to suspend access to or delete content, data or information that You or Your Covered Product or Corresponding Product have stored through Your use of such Services provided hereunder. You should review the Documentation and policy notices posted by Apple prior to using any Apple Services.

Apple Services may not be available in all languages or in all countries or regions, and Apple makes no representation that any such Services would be appropriate, accurate or available for use in any particular location or product. To the extent You choose to use the Apple Services with Your Applications, You do so at Your own initiative and are responsible for compliance with any applicable laws. Apple reserves the right to charge fees for Your use of the Apple Services. Apple will inform You of any Apple Service fees or fee changes by email and information about such fees will be posted in the Program web portal, App Store Connect, or the CloudKit console. Apple Service availability and pricing are subject to change. Further, Apple Services may not be made available for all Covered Products or Corresponding Products and may not be made available to all developers. Apple reserves the right to not provide (or to cease providing) the Apple Services to any or all developers at any time in its sole discretion.

2.9 Third-Party Service Providers

Unless otherwise prohibited by Apple in the Documentation or this Agreement, You are permitted to employ or retain a third party ("**Service Provider**") to assist You in using the Apple Software and Services provided pursuant to this Agreement, including, but not limited to, engaging any such Service Provider to maintain and administer Your Applications' servers on Your behalf, provided that any such Service Provider's use of the Apple Software and Services or any materials associated therewith is done solely on Your behalf and only in accordance with these terms. Notwithstanding the foregoing, You may not use a Service Provider to submit an Application to the App Store or use TestFlight on Your behalf. You agree to have a binding written agreement with Your Service Provider with terms at least as restrictive and protective of Apple as those set forth herein. Any actions undertaken by any such Service Provider in relation to Your Applications or use of the Apple Software or Apple Services and/or arising out of this Agreement shall be deemed to have been taken by You, and You (in addition to the Service Provider) shall be responsible to Apple for all such actions (or any inactions). In the event of any actions or inactions by the Service Provider that would constitute a violation of this Agreement or otherwise cause any harm, Apple reserves the right to require You to cease using such Service Provider.

2.10 Updates; No Support or Maintenance

Apple may extend, enhance, or otherwise modify the Apple Software or Services (or any part thereof) provided hereunder at any time without notice, but Apple shall not be obligated to provide You with any Updates to the Apple Software or Services. If Updates are made available by Apple, the terms of this Agreement will govern such Updates, unless the Update is accompanied by a separate license in which case the terms of that license will govern. You understand that

such modifications may require You to change or update Your Covered Products or Your Corresponding Products. Further, You acknowledge and agree that such modifications may affect Your ability to use, access, or interact with the Apple Software and Services. Apple is not obligated to provide any maintenance, technical or other support for the Apple Software or Services. You acknowledge that Apple has no express or implied obligation to announce or make available any Updates to the Apple Software or to any Services to anyone in the future. Should an Update be made available, it may have APIs, features, services or functionality that are different from those found in the Apple Software licensed hereunder or the Services provided hereunder.

3. Your Obligations

3.1 General

You certify to Apple and agree that:

(a) You are of the legal age of majority in the jurisdiction in which You reside (at least 18 years of age in many countries or regions) and have the right and authority to enter into this Agreement on Your own behalf, or if You are entering into this Agreement on behalf of Your company, organization, educational institution, or agency, instrumentality, or department of the federal government, that You have the right and authority to legally bind such entity or organization to the terms and obligations of this Agreement. If You are a university, Your Authorized Student Developers are of the legal age of majority in the jurisdiction in which You reside (at least 18 years of age in many countries or regions), and are currently enrolled at Your university;

(b) All information provided by You to Apple or Your end users in connection with this Agreement or Your Covered Products or Corresponding Products, including without limitation Licensed Application Information or Pass Information, will be current, true, accurate, supportable and complete and, with regard to information You provide to Apple, You will promptly notify Apple of any changes to such information. Further, You agree that Apple may share such information (including email address and mailing address) with third parties who have a need to know for purposes related thereto (e.g., intellectual property questions, customer service inquiries, etc.);

(c) You will comply with the terms of and fulfill Your obligations under this Agreement, including obtaining any required consents for Your Authorized Developers' use of the Apple Software and Services, and You agree to monitor and be fully responsible for all such use by Your Authorized Developers and their compliance with the terms of this Agreement;

(d) You will be solely responsible for all costs, expenses, losses and liabilities incurred, and activities undertaken by You and Your Authorized Developers in connection with the Apple Software and Apple Services, the Authorized Test Units, Registered Devices, Your Covered Products, Your Corresponding Products, and Your related development and distribution efforts, including, but not limited to, any related development efforts, network and server equipment, Internet service(s), or any other hardware, software or services used by You in connection with Your use of any services. Authorized Student Developers may not access any entitlement profiles provided to You by Apple, unless otherwise approved in writing by Apple;

(e) For the purposes of Schedule 1 (if applicable), You represent and warrant that You own or control the necessary rights in order to appoint Apple and Apple Subsidiaries as Your worldwide agent for the delivery of Your Licensed Applications, and that the fulfillment of such appointment by Apple and Apple Subsidiaries shall not violate or infringe the rights of any third party; and

(f) You will not act in any manner which conflicts or interferes with any existing commitment or obligation You may have and no agreement previously entered into by You will interfere with Your performance of Your obligations under this Agreement.

3.2 Use of the Apple Software and Apple Services

As a condition to using the Apple Software and any Apple Services, You agree that:

(a) You will use the Apple Software and any services only for the purposes and in the manner expressly permitted by this Agreement and in accordance with all applicable laws and regulations;

(b) You will not use the Apple Software or any Apple Services: (1) for any unlawful or illegal activity, nor to develop any Covered Product or Corresponding Products, which would commit or

facilitate the commission of a crime, or other tortious, unlawful or illegal act; (2) to threaten, incite, or promote violence, terrorism, or other serious harm; or (3) to create or distribute any content or activity that promotes child sexual exploitation or abuse;
(c) Your Application, Library and/or Pass will be developed in compliance with the Documentation and the Program Requirements, the current set of which is set forth in **Section 3.3** below;
(d) To the best of Your knowledge and belief, Your Covered Products or Corresponding Products, Licensed Application Information, Xcode Cloud Content, and Pass Information do not and will not violate, misappropriate, or infringe any Apple or third-party copyrights, trademarks, rights of privacy and publicity, trade secrets, patents, or other proprietary or legal rights (e.g., musical composition or performance rights, video rights, photography or image rights, logo rights, third-party data rights, etc. for content and materials that may be included in Your Application);
(e) You will not, through use of the Apple Software, Apple Certificates, Apple Services or otherwise, create any Covered Product, Corresponding Product, or other code or program that would: (1) disable, hack or otherwise interfere with the Security Solution, or any security, digital signing, digital rights management, verification or authentication mechanisms implemented in or by iOS, iPadOS, macOS, tvOS, visionOS, watchOS, the Apple Software, or any Services, or other Apple software or technology, or enable others to do so (except to the extent expressly permitted by Apple in writing); or (2) violate the security, integrity, or availability of any user, network, computer or communications system;
(f) You will not, directly or indirectly, commit any act intended to interfere with any of the Apple Software or Services, the intent of this Agreement, or Apple's business practices including, but not limited to, taking actions that may hinder the performance or intended use of the App Store, Custom App Distribution, TestFlight, Xcode Cloud, Ad Hoc distribution, or the Program (e.g., submitting fraudulent reviews of Your own Application or any third-party application, choosing a name for Your Application that is substantially similar to the name of a third-party application in order to create consumer confusion, or squatting on application names to prevent legitimate third-party use). Further, You will not engage, or encourage others to engage, in any unlawful, unfair, misleading, fraudulent, improper, or dishonest acts or business practices relating to Your Covered Products or Corresponding Products (e.g., engaging in bait-and-switch pricing, consumer misrepresentation, deceptive business practices, or unfair competition against other developers);
(g) Applications for iOS, iPadOS, tvOS, visionOS, and watchOS developed using the Apple Software may be distributed only if selected by Apple (in its sole discretion) for distribution via the App Store, for beta distribution through TestFlight, or through Ad Hoc distribution as contemplated in this Agreement. Applications for iOS, iPadOS, macOS, and tvOS may additionally be distributed via Custom App Distribution. Passes developed using the Apple Software may be distributed to Your end users via email, a website or an Application in accordance with the terms of this Agreement, including Attachment 5. Safari Extensions signed with an Apple Certificate may be distributed to Your end users in accordance with the terms of this Agreement, including Attachment 7. Applications for macOS may be distributed outside of the App Store using Apple Certificates and/or tickets as set forth in **Section 5.3** and **5.4**; and
(h) You will not use or prompt Apple Software or Services in a manner that You know or reasonably should know generates, or is intended to generate, content that is unlawful, harmful or infringes, misappropriates or violates the rights of Apple or others. Furthermore, You warrant You have all necessary rights and licenses to use the information that You input to Apple Software or Services with such Software and Services.

3.3 Program Requirements

Any Application that will be submitted to the App Store, Custom App Distribution, or TestFlight, or that will be distributed through Ad Hoc distribution, must be developed in compliance with the Documentation and this Agreement, including the Program Requirements set forth below in this **Section 3.3**. Corresponding Products, Libraries, and Passes are subject to the same requirements.

3.3.1 APIs, Functionality, and User Interface

A. Documented APIs

Applications may only use Documented APIs in the manner prescribed by Apple and must not

use or call any private APIs. Further, macOS Applications submitted to Apple for distribution on the App Store may use only Documented APIs included in the default installation of macOS, as bundled with Xcode and the Mac SDK, or as bundled with Swift Playgrounds; deprecated technologies (such as Java) may not be used.

B. Executable Code

Except as set forth in the next paragraph, an Application may not download or install executable code. Interpreted code may be downloaded to an Application but only so long as such code: (a) does not change the primary purpose of the Application by providing features or functionality that are inconsistent with the intended and advertised purpose of the Application (b) does not bypass signing, sandbox, or other security features of the OS; and (c) for Applications distributed on the App Store, does not create a store or storefront for other Applications.

An Application that is a programming environment intended for use in learning how to program may download and run executable code so long as the following requirements are met: (i) no more than 80 percent of the Application's viewing area or screen may be taken over with executable code, except as otherwise permitted in the Documentation, (ii) the Application must present a reasonably conspicuous indicator to the user within the Application to indicate that the user is in a programming environment, (iii) the Application must not create a store or storefront for other code or applications, and (iv) the source code provided by the Application must be completely viewable and editable by the user (e.g., no pre-compiled libraries or frameworks may be included with the code downloaded).

C. Additional Features or Functionality

Without Apple's prior written approval or as permitted under **Section 3.3.9(A)** (**In-App Purchase API**), an Application may not provide, unlock or enable additional features or functionality through distribution mechanisms other than the App Store, Custom App Distribution or TestFlight.

D. Designated Container Areas, macOS Applications

An Application for iOS, watchOS, iPadOS, tvOS, or visionOS may only read data from or write data to an Application's designated container area on the device, except as otherwise specified by Apple. For macOS Applications submitted to Apple for distribution on the App Store: (a) all files necessary for the Application to execute on macOS must be in the Application bundle submitted to Apple and must be installed by the App Store; (b) all localizations must be in the same Application bundle and may not include a suite or collection of independent applications within a single Application bundle; (c) native user interface elements or behaviors of macOS (e.g., the system menu, window sizes, colors, etc.) may not be altered, modified or otherwise changed; (d) You may not use any digital rights management or other copy or access control mechanisms in such Applications without Apple's written permission or as specified in the Documentation; and (e) except as otherwise permitted by **Section 3.3.9(A)** (**In-App Purchase API**), such Applications may not function as a distribution mechanism for software and may not include features or functionality that create or enable a software store, distribution channel or other mechanism for software delivery within such Applications (e.g., an audio application may not include an audio filter plug-in store within the Application).

E. Compatibility Mode on iPadOS

An Application for iOS must have at least the same features and functionality when run by a user in compatibility mode on iPadOS (e.g., an iPhone app running in an equivalent iPhone-size window on an iPad must perform in substantially the same manner as when run on the iPhone; provided that this obligation will not apply to any feature or functionality that is not supported by a particular hardware device, such as a video recording feature on a device that does not have a camera). Further, You agree not to interfere or attempt to interfere with the operation of Your Application in compatibility mode.

F. Multitasking
You may use the Multitasking services only for their intended purposes as described in the Documentation.

G. Documentation
Applications must comply with the Human Interface Guidelines (HIG) and other Documentation provided by Apple. You agree to follow the HIG to develop an appropriate user interface and functionality for Your Application that is compatible with the design of Apple-branded products (e.g., a watchOS App should have a user interface designed for quick interactions in accordance with the HIG's watchOS design themes).

3.3.2 Regulatory Compliance
You will fulfill any applicable regulatory requirements, including full compliance with all applicable laws, regulations, and policies related to the manufacturing, marketing, sale and distribution of Your Application in the United States, and in particular the requirements of the U.S. Food and Drug Administration (FDA) as well as other U.S. regulatory bodies such as the FAA, HHS, FTC, and FCC, and the laws, regulations and policies of any other applicable regulatory bodies in any countries, territories, or regions where You use or make Your Application available, e.g., MHRA, CFDA. However, You agree that You will not seek any regulatory marketing permissions or make any determinations that may result in any Apple products being deemed regulated or that may impose any obligations or limitations on Apple. By submitting Your Application to Apple for selection for distribution, You represent and warrant that You are in full compliance with any applicable laws, regulations, and policies, including but not limited to all FDA laws, regulations and policies, related to the manufacturing, marketing, sale and distribution of Your Application in the United States, as well as in other countries, territories, or regions where You plan to make Your Application available. You also represent and warrant that You will market Your Application only for its cleared or approved intended use/indication for use, and only in strict compliance with applicable regulatory requirements. Upon Apple's request, You agree to promptly provide any such clearance documentation to support the marketing of Your Application. If requested by the FDA or by another government body that has a need to review or test Your Application as part of its regulatory review process, You may provide Your Application to such entity for review purposes. You agree to promptly notify Apple in accordance with the procedures set forth in **Section 14.5** of any complaints or threats of complaints regarding Your Application in relation to any such regulatory requirements, in which case Apple may remove Your Application from distribution.

3.3.3 Data and Privacy
A. Recordings
If Your Application captures or makes any video, microphone, screen recordings, or camera recordings, whether saved on the device or sent to a server (e.g., an image, photo, voice or speech capture, or other recording) (collectively "**Recordings**"), a reasonably conspicuous audio, visual or other indicator must be displayed to the user as part of the Application to indicate that a Recording is taking place. Your Application may not be designed to facilitate Recordings of others without their awareness.

- In addition, any form of data, content or information collection, processing, maintenance, uploading, syncing, storage, transmission, sharing, disclosure or use performed by, through or in connection with Your Application must comply with all applicable privacy laws and regulations as well as any related Program Requirements, including but not limited to any notice or consent requirements.

B. Collection and Use of Data
You and Your Applications (and any third party with whom You have contracted to serve advertising) may not collect user or device data without prior user consent, whether such data is obtained directly from the user or through the use of the Apple Software, Apple Services, or Apple SDKs, and then only to provide a service or function that is directly relevant to the use of the

Application, or to serve advertising in accordance with **Sections 3.3.3(E)**. You may not broaden or otherwise change the scope of usage for previously collected user or device data without obtaining prior user consent for such expanded or otherwise changed data collection. Neither You nor Your Application will use any permanent, device-based identifier, or any data derived therefrom, for purposes of uniquely identifying a device. And neither You nor Your Application will derive any data from a device for the purpose of uniquely identifying it or a user.

You are responsible for ensuring that Your Application, including any third-party SDKs (i.e., an SDK not provided by Apple), complies with this Agreement and the Documentation. If Your Application uses certain APIs identified in the Documentation, the metadata in Your Application must identify one or more permitted reasons that accurately reflect Your use of each of those APIs and the data derived for their use. You may use these APIs, and the data derived from their use, for the identified reasons only. Further, if Your Application includes a third-party SDK that is identified in the Documentation as commonly used, You must ensure such third-party SDK is signed by the SDK provider and includes required metadata as described in the Documentation.

C. Disclosures to Users

You must provide clear and complete information to users regarding Your collection, use and disclosure of user or device data, e.g., a description of Your use of user and device data in the App Description on the App Store. Furthermore, You must take appropriate steps to protect such data from unauthorized use, disclosure or access by third parties. If a user ceases to consent or affirmatively revokes consent for Your collection, use or disclosure of such user's device or user data, You (and any third party with whom You have contracted to serve advertising) must promptly cease all such use. You must provide a privacy policy in Your Application, on the App Store, and/or on Your website explaining Your collection, use, disclosure, sharing, retention, and deletion of user or device data. You agree to notify Your users, in accordance with applicable law, in the event of a data breach in which user data collected from Your Application is compromised (e.g., You will send an email notifying Your users if there has been an unintentional disclosure or misuse of their user data).

D. Legal and Other Requirements

Applications must comply with all applicable criminal, civil and statutory laws and regulations, including those in any jurisdictions in which Your Applications may be offered or made available. In addition:

- You and the Application must comply with all applicable privacy and data collection laws and regulations with respect to any collection, use or disclosure of user or device data (e.g., a user's IP address, the name of the user's device, and any installed apps associated with a user);

- Applications may not be designed or marketed for the purpose of harassing, abusing, spamming, stalking, threatening or otherwise violating the legal rights (such as the rights of privacy and publicity) of others;

- Neither You nor Your Application may perform any functions or link to any content, services, information or data or use any robot, spider, site search or other retrieval application or device to scrape, mine, retrieve, cache, analyze or index software, data or services provided by Apple or its licensors, or obtain (or try to obtain) any such data, except the data that Apple expressly provides or makes available to You in connection with such services. You agree that You will not collect, disseminate or use any such data for any unauthorized purpose; and

- If Your Application is intended for human subject research or uses the HealthKit APIs for clinical health-related uses which may involve personal data (e.g., storage of health records), then You agree to inform participants of the intended uses and disclosures of their personally identifiable data as part of such research or clinical health uses and to obtain consent from such participants (or their guardians) who will be using Your Application for such research or clinical health purposes. Further, You shall prohibit third parties to whom You provide any de-identified or

coded data from re-identifying (or attempting to re-identify) any participants using such data without participant consent, and You agree to require that such third parties pass the foregoing restriction on to any other parties who receive such de-identified or coded data.

- Unless otherwise expressly permitted by Apple in writing, You will not use the Apple Software or Services (including iCloud, the iCloud Storage APIs, CloudKit APIs, or any component or function thereof) to create, receive, maintain or transmit any sensitive, individually-identifiable health information, including "protected health information" (as such term is defined at 45 C.F.R § 160.103), or use the Apple Software or Services in any manner that would make Apple (or any Apple Subsidiary) Your or any third party's "business associate" (as such term is defined at 45 C.F.R. § 160.103). You agree to be solely responsible for complying with any reporting requirements under law or contract arising from Your breach of this Section.

E. Advertising Identifier and Tracking Preference; Ad Network APIs

You and Your Applications (and any third party with whom You have contracted to serve advertising) may use the Advertising Identifier, and any information obtained through the use of the Advertising Identifier, only for the purpose of serving advertising. If a user resets the Advertising Identifier, then You agree not to combine, correlate, link or otherwise associate, either directly or indirectly, the prior Advertising Identifier and any derived information with the reset Advertising Identifier. For Applications compiled for any Apple-branded product providing access to the Ad Support APIs, You agree to check a user's Tracking Preference prior to serving any advertising using the Advertising Identifier, and You agree to abide by a user's setting in the Tracking Preference in Your use of the Advertising Identifier and in Your use of any other user or device data for tracking.

In addition, You may request to use the Ad Network APIs to track application advertising conversion events. If You are granted permission to use the Ad Network APIs, You agree not to use such APIs, or any information obtained through the use of the Ad Network APIs, for any purpose other than verifying ad validation information as part of an advertising conversion event. You agree not to combine, correlate, link, or otherwise associate, either directly or indirectly, information that is provided as part of the ad validation through the use of the Ad Network APIs with other information You may have about a user. Apple reserves the right to reject any requests to use the Ad Network APIs, in its sole discretion.

F. Location and Maps; User Consents

(i) Applications that use location-based APIs (e.g., Core Location, MapKit API, Apple Maps Server API) or otherwise provide location-based services may not be designed or marketed for automatic or autonomous control of vehicle behavior, or for emergency or life-saving purposes.

(ii) Applications that offer location-based services or functionality, or that otherwise obtain a user's location through the use of the Apple Software or Apple Services, must notify and obtain consent from a user before a user's location data is collected, transmitted or otherwise used by the Application and then such data must be used only as consented to by the user and as permitted herein. For example, if You use the "Always" location option in Your Application for the purpose of continuous collection and use of a user's location data, You should provide a clearly defined justification and user benefit that is presented to the user at the time of the permission.

(iii) If You choose to provide Your own location-based service, data and/or information in conjunction with the Apple maps provided through the Apple Maps Service (e.g., overlaying a map or route You have created on top of an Apple map), You are solely responsible for ensuring that Your service, data and/or information correctly aligns with any Apple maps used. For Applications that use location-based APIs for real-time navigation (including, but not limited to, turn-by-turn route guidance and other routing that is enabled through the use of a sensor), You must have an end user license agreement that includes the following notice: YOUR USE OF THIS REAL TIME ROUTE GUIDANCE APPLICATION IS AT YOUR SOLE RISK. LOCATION DATA MAY NOT BE ACCURATE.

(iv) Applications must not disable, override or otherwise interfere with any Apple-implemented system alerts, warnings, display panels, consent panels and the like, including, but not limited to, those that are intended to notify the user that the user's location data, address book data, calendar, photos, audio data, and/or reminders are being collected, transmitted, maintained, processed or used, or intended to obtain consent for such use. Further, if You have the ability to add a description in such alerts, warnings, and display panels (e.g., information in the purpose strings for the Camera APIs), any such description must be accurate and not misrepresent the scope of use. If consent is denied or withdrawn, Applications may not collect, transmit, maintain, process or utilize such data or perform any other actions for which the user's consent has been denied or withdrawn.

(v) If Your Application (or Your website or web application, as applicable) uses or accesses the MapKit API, Apple Maps Server API or MapKit JS from a device running iOS version 6 or later, Your Application (or Your website or web application, as applicable) will access and use the Apple Maps Service. All use of the MapKit API, Apple Maps Server API, MapKit JS, and Apple Maps Service must be in accordance with the terms of this Agreement (including the Program Requirements) and Attachment 6 (Additional Terms for the use of the Apple Maps Service).

(vi) Your Application may use the Location Push Service Extension to either: (a) allow end users to share their location with others they explicitly approve, or (b) alert the nearest first-responders to a time-sensitive medical emergency, and the Location Push Service Extension can be used only for those purposes within Your Application. By adding the capability to Your Application, You represent and warrant that Your Application meets the requirements set forth in this Section and in the Documentation.

You understand there are operational rate limits for the use of the Location Push Service Extension, both for You as a developer and for Your end users, as set forth in the Documentation. If You reach or Your end user reaches such limits, then You or Your end user may be unable to use the Location Push Service Extension until Your or Your end user's rate of use returns to supported levels.

G. Network Extension Framework

Your Application must not access the Network Extension Framework unless Your Application is primarily designed for providing networking capabilities, and You have received an entitlement from Apple for such access. You agree to the following if You receive such entitlement:

- You agree to clearly disclose to end users how You and Your Application will be using their network information and, if applicable, filtering their network data, and You agree to use such data and information only as expressly consented to by the end user and as expressly permitted herein;

- You agree to store and transmit network information or data from an end user in a secure and appropriate manner;

- You agree not to divert an end user's network data or information through any undisclosed, improper, or misleading processes, e.g., to filter it through a website to obtain advertising revenue or spoof a website;

- You agree not to use any network data or information from end users to bypass or override any end-user settings, e.g., You may not track an end user's Wi-Fi network usage to determine their location if they have disabled location services for Your Application; and

- Notwithstanding anything to the contrary in **Section 3.3.3(B)**, You and Your Application may not use the Network Extension Framework, or any data or information obtained through the Network Extension Framework, for any purpose other than providing networking capabilities in

connection with Your Application (e.g., not for using an end user's Internet traffic to serve advertising or to otherwise build user profiles for advertising).

Apple reserves the right to not provide You with an entitlement to use the Network Extension Framework in its sole discretion and to revoke such entitlement at any time. In addition, if You would like to use the Access Wi-Fi Information APIs (which provide the Wi-Fi network to which a device is connected), then You must request an entitlement from Apple for such use, and, notwithstanding anything to the contrary in **Section 3.3.3(B)**, You may use such APIs only for providing a service or function that is directly relevant to the Application (e.g., not for serving advertising).

H. HealthKit APIs; Motion & Fitness APIs; Journaling Suggestions APIs

Your Application must not access the HealthKit APIs or Motion & Fitness APIs unless the use of such APIs is for health, motion, and/or fitness purposes; nor may Your Application access the Journaling Suggestions API unless the use of such API is for journaling purposes. Any such uses must be clearly evident in Your marketing text and user interface. In addition:

- Notwithstanding anything to the contrary in **Section 3.3.3(B)**, You and Your Application may not use the HealthKit APIs or the Motion & Fitness APIs, or any information obtained through the HealthKit APIs or the Motion & Fitness APIs, for any purpose other than providing health, motion, and/or fitness services in connection with Your Application (e.g., not for serving advertising). In addition, You and Your Application must not use the Journaling Suggestions API, or collect any information through the Journaling Suggestions API, for any purposes other than providing journaling services in connection with Your Application;

- You must not use these APIs, or any information obtained through these APIs, to disclose or provide an end user's health, motion, fitness, and/or journaling suggestions information to a third party without prior express end-user consent, and then only for purposes of enabling the third party to provide health, motion, fitness, and/or journaling services as permitted herein. For example, You must not share or sell information collected through these APIs to advertising platforms, data brokers, or information resellers. For clarity, You may allow end users to consent to share data collected through the HealthKit APIs or the Motion & Fitness APIs with third parties for medical research purposes; and

- You agree to clearly disclose to end users how You and Your Application will be using their health, motion, fitness, and/or journaling suggestions information, and to use it only as expressly consented to by the end user and as expressly permitted herein.

I. HomeKit APIs

Your Application must not access the HomeKit APIs unless it is primarily designed to provide home configuration or home automation services (e.g., turning on a light, lifting a garage door) for Licensed HomeKit Accessories and this usage is clearly evident in Your marketing text and user interface. You agree not to use the HomeKit APIs for any purpose other than interfacing, communicating, interoperating with or otherwise controlling a Licensed HomeKit Accessory or for using the HomeKit Database, and then only for home configuration or home automation purposes in connection with Your Application. In addition:

- Your Application may use information obtained from the HomeKit APIs and/or the HomeKit Database only on a compatible Apple-branded product and may not export, remotely access or transfer such information off of the applicable product (e.g., a lock password cannot be sent off an end user's device to be stored in an external non-Apple database), unless otherwise expressly permitted by Apple in the Documentation; and

- Notwithstanding anything to the contrary in **Section 3.3.3(B)**, You and Your Application may not use the HomeKit APIs, or any information obtained through the HomeKit APIs or through the

HomeKit Database, for any purpose other than providing or improving home configuration or home automation services in connection with Your Application (e.g., not for serving advertising).

J. App Intents and SiriKit

(i) Your Application may register as a destination to use the Apple-defined app intent and/or SiriKit domains, but only if Your Application is designed to provide relevant responses to a user, or otherwise carry out the user's request or intent, in connection with the applicable app intent domain (e.g., mail, photos) or SiriKit domain (e.g., ride sharing) that is respectively supported by Your Application, and this usage is clearly evident in Your marketing text and user interface. In addition, Your Application may contribute actions to App Intents and/or SiriKit, but only if such actions are tied to user behavior or activity within Your Application and for which You can provide a relevant response to the user or complete the user's response. You agree not to submit false information using App Intents or SiriKit about any such user activity or behavior or otherwise interfere with Apple Software or Services.

(ii) Your Application may use information obtained through App Intents and/or SiriKit only on supported Apple products and may not export, remotely access or transfer such information off a device except to the extent necessary to provide or improve relevant responses to a user or carry out a user's request or in connection with Your Application. Notwithstanding anything to the contrary in **Section 3.3.3(B)**, You and Your Application may not use App Intents and/or SiriKit, or any information obtained through App Intents and/or SiriKit, for any purpose other than providing relevant responses to a user or otherwise carrying out a user's request or intent in connection with a SiriKit domain, app intent domain, intent, or action supported by Your Application and/or for improving Your Application's responsiveness to user requests (e.g., not for serving advertising).

(iii) If Your Application uses App Intents and/or SiriKit to enable audio data to be processed by Apple, You agree to clearly disclose to end users that You and Your Application will be sending their recorded audio data to Apple for speech recognition, processing and/or transcription purposes, and that such audio data may be used to improve and provide Apple products and services. You further agree to use such audio data, and recognized text that may be returned from App Intents and/or SiriKit, only as expressly consented to by the end user and as expressly permitted herein.

(iv) To use App Intents for launching via the side button of iPhone when configured by an end user, your voice-based conversational application must (1) launch into a voice experience as the primary modality when the button is pressed; and (2) after launch, appropriately respond to questions or requests and perform actions.

K. Address Book

If Your Application accesses data from an end user's Address Book through the Address Book API, You must notify and obtain consent from the user before a user's Address Book data is accessed or used by Your Application. Further, Your Application may not provide an automated mechanism that transfers only the Facebook Data portions of the end user's Address Book altogether to a location off of the end user's device. For the sake of clarity, this does not prohibit an automated transfer of the user's entire Address Book as a whole, so long as user notification and consent requirements have been fulfilled; and does not prohibit enabling users to transfer any portion of their Address Book data manually (e.g., by cutting and pasting) or enabling them to individually select particular data items to be transferred.

L. Face Data

If Your Application accesses Face Data, then You must do so only to provide a service or function that is directly relevant to the use of the Application, and You agree to inform users of Your intended uses and disclosures of Face Data by Your Application and to obtain clear and conspicuous consent from such users before any collection or use of Face Data. Notwithstanding anything to the contrary in **Section 3.3.3(B)**, neither You nor Your Application (nor any third party

with whom You have contracted to serve advertising) may use Face Data for serving advertising or for any other unrelated purposes. In addition:

- You may not use Face Data in a manner that will violate the legal rights of Your users (or any third parties) or to provide an unlawful, unfair, misleading, fraudulent, improper, exploitative, or objectionable user experience and then only in accordance with the Documentation;

- You may not use Face Data for authentication, advertising, or marketing purposes, or to otherwise target an end user in a similar manner;

- You may not use Face Data to build a user profile, or otherwise attempt, facilitate, or encourage third parties to identify anonymous users or reconstruct user profiles based on Face Data;

- You agree not to transfer, share, sell, or otherwise provide Face Data to advertising platforms, analytics providers, data brokers, information resellers or other such parties; and

- Face Data may not be shared or transferred off the user's device unless You have obtained clear and conspicuous consent for the transfer and the Face Data is used only in fulfilling a specific service or function for Your Application (e.g., a face mesh is used to display an image of the user within the Application) and only in accordance with these terms and the Documentation. You agree to require that Your service providers use Face Data only to the limited extent consented to by the user and only in accordance with these terms.

M. Background Assets Framework

You may use the Background Assets Framework only to download additional assets for Your Application distributed through the App Store or for beta testing through TestFlight; no other use is permitted. You may not use the Background Assets Framework to collect or transmit data in order to identify a user or device, or to perform advertising or advertising measurement. Your use of the Background Assets Framework and the assets downloaded must comply with the terms of this Agreement, including without limitation the App Review Guidelines.

N. ID Verifier APIs

Your Application may use the ID Verifier APIs solely for the purpose of enabling the verification of the end users' age or ID through Your Application. In addition, You acknowledge and agree that:

- Apple is not a party to any verification of age or IDs facilitated through the use of the ID Verifier APIs and is not responsible for any such verifications, including but not limited to identity fraud;

- You will store any private keys and ID Verifier Data provided to You as part of Your use of the ID Verifier APIs in a secure manner (e.g. encrypted on a server) and in accordance with any applicable laws and the Documentation;

- You shall not call the ID Verifier APIs or otherwise attempt to gain information through the ID Verifier APIs for purposes unrelated to enabling verification of end users' age or ID through Your Application;

- Apple has no responsibility to ensure that the age or ID verifications facilitated by the ID Verifier APIs have been appropriately noticed and consented to by end users. Apple shall not be liable in any event for any unauthorized or fraudulent age or ID verifications; and

- If You submit a certificate request to Apple on behalf of a Merchant for use of the ID Verifier APIs, You represent and warrant that You have express authority to do so as an agent of the Merchant, and You must ensure that the Merchant has agreed to Apple's ID Verifier Terms and Conditions for Qualified Relying Parties. You represent and warrant that only You or the Merchant may use Your ID Verifier App to perform identity verification.

O. Sensitive Content Analysis Framework

You may not transmit off the user's device any information about whether an image or video has been identified by the Sensitive Content Analysis Framework as containing nudity.

P. Declared Age Range API and Significant App Update Topic API

Your Application may access the Declared Age Range API to request a user's age range only for the purposes of providing age-appropriate content and/or features for end users in Your Application, or to comply with laws that require Your Application to receive age range information. You understand that data from the Declared Age Range API is based on information provided to Apple that is declared by an end user, or their parent or guardian, and may be confirmed using a payment method (like a credit card), government ID, or another method. You may not share or sell user data obtained from this API to data brokers or information resellers. You are solely responsible for ensuring compliance with associated laws or regulations that may apply to You, and understand that Your use of the Declared Age Range API and Significant App Update Topic API is subject to **Section 10 (Indemnification)**.

3.3.4 Content Rights and Licensing

A. Content and Materials

(i) Any master recordings and musical compositions embodied in Your Application must be wholly-owned by You or licensed to You on a fully paid-up basis and in a manner that will not require the payment of any fees, royalties and/or sums by Apple to You or any third party. In addition, if Your Application will be distributed outside of the United States, any master recordings and musical compositions embodied in Your Application (a) must not fall within the repertoire of any mechanical or performing/communication rights collecting or licensing organization now or in the future and (b) if licensed, must be exclusively licensed to You for Your Application by each applicable copyright owner.

(ii) If Your Application includes or will include any other content, You must either own all such content or have permission from the content owner to use it in Your Application.

(iii) Applications may be rejected if they contain content or materials of any kind (text, graphics, images, photographs, sounds, etc.) that in Apple's reasonable judgment may be found objectionable or inappropriate, for example, materials that may be considered obscene, pornographic, or defamatory.

(iv) Applications must not contain any malware, malicious or harmful code, program, or other internal component (e.g., computer viruses, trojan horses, "backdoors") which could damage, destroy, or adversely affect the Apple Software, services, Apple-branded products, or other software, firmware, hardware, data, systems, services, or networks.

(v) If Your Application or Your Corresponding Product includes any FOSS, You agree to comply with all applicable FOSS licensing terms. You also agree not to use any FOSS in the development of Your Application or Your Corresponding Product in such a way that would cause the non-FOSS portions of the Apple Software to be subject to any FOSS licensing terms or obligations.

(vi) Your Application may include promotional sweepstake or contest functionality provided that You are the sole sponsor of the promotion and that You and Your Application comply with any applicable laws and fulfill any applicable registration requirements in the country, territory, or region where You make Your Application available and the promotion is open. You agree that You are solely responsible for any promotion and any prize, and also agree to clearly state in binding official rules for each promotion that Apple is not a sponsor of, or responsible for conducting, the promotion.

(vii) Your Application may include a direct link to a page on Your web site where You include the ability for an end user to make a charitable contribution, provided that You comply with any

applicable laws (which may include providing a receipt), and fulfill any applicable regulation or registration requirements, in the country, territory, or region where You enable the charitable contribution to be made. You also agree to clearly state that Apple is not the fundraiser.

B. Spotlight-Image-Search Service

To the extent that You provide Apple's spotlight-image-search service with access to any of Your domains that are associated with Your Licensed Applications (the "Associated Domain(s)"), You hereby grant Apple permission to crawl, scrape, copy, transmit and/or cache the content found in the Associated Domain(s) (the "Licensed Content") for the purposes set forth in this section. The Licensed Content shall be considered Licensed Application Information under this Agreement. You hereby further grant Apple a license to use, make, have made, reproduce, crop and/or modify the file format, resolution and appearance of the Licensed Content (for the purposes of reducing file size, converting to a supported file type and/or displaying thumbnails), and to publicly display, publicly perform, integrate, incorporate and distribute the Licensed Content to enhance search, discovery, and end-user distribution of the Licensed Content in Apple's Messages feature. Upon the termination of this Agreement for any reason, end users of Apple-branded products will be permitted to continue using and distributing all Licensed Content that they obtained through the use of Apple-branded products prior to such termination.

3.3.5 Enterprise and Education Technologies

A. Configuration Profiles

Configuration Profiles cannot be delivered to consumers other than for the purposes of configuration of Wi-Fi, APN, VPN, or MDM settings, or as otherwise expressly permitted by Apple in the then-current Configuration Profile Reference Documentation. You must make a clear declaration of what user data will be collected and how it will be used on an app screen or other notification mechanism prior to any user action to use a Configuration Profile. You may not share or sell user data obtained through a Configuration Profile to advertising platforms, data brokers, or information resellers. In addition, You may not override the consent panel for a Configuration Profile or any other mechanisms of a Configuration Profile.

B. ClassKit APIs; Roster API

Your Application must not include the ClassKit APIs unless it is primarily designed to provide educational services, and this usage is clearly evident in Your marketing text and user interface. You agree not to submit false or inaccurate data through the ClassKit APIs or to attempt to redefine the assigned data categories for data submitted through the ClassKit APIs (e.g., student location data is not a supported data type and should not be submitted).

You may not share, sell, transfer or disclose Roster Data to any third parties (e.g., affiliates, advertising platforms, data brokers, information resellers). You must process Roster Data for educational purposes solely in accordance with the instructions of the school's IT administrator. You must comply with the school IT administrator's choice to not renew or to revoke the school's consent to use the Roster Data. If the school IT administrator does not renew or revokes Your access to a school's Roster Data, You must destroy all of the school's Roster Data in Your possession within thirty (30) days. You are responsible for complying with all applicable legal requirements associated with Your use of the Roster API.

C. Sign in with Apple; Sign in with Apple at Work & School

You may use Sign in with Apple or Sign in with Apple at Work & School in Your Corresponding Products only so long as Your use is comparable to including Sign in with Apple or Sign in with Apple at Work & School, respectively, in Your Application. You may not share or sell user data obtained through Sign in with Apple or Sign in with Apple at Work & School to advertising platforms, data brokers, or information resellers.

If a Sign in with Apple user has chosen to anonymize their user data as part of Sign in with Apple, You agree not to attempt to link such anonymized data with information that directly identifies the individual and that is obtained outside of Sign in with Apple without first obtaining user consent.

You must process the data You receive from Sign in with Apple at Work & School solely in accordance with the instructions of the organization's IT administrator.

For purposes of this **Section 3.3.5(C)** only, Your Corresponding Products must have the same title and substantially equivalent features and functionality as Your Licensed Application. You agree to follow the Usage Guidelines for Websites and Other Platforms for using Sign in with Apple (found at https://developer.apple.com/sign-in-with-apple/usage-guidelines-for-websites-and-other-platforms/) in Your Corresponding Products. For the purposes of this Agreement, the meaning of "website or app" in the Usage Guidelines for Websites and Other Platforms includes Your Corresponding Products that use the Sign in with Apple APIs.

D. Mobile Device Management

All use of MDM must be in accordance with the terms of this Agreement (including the Program Requirements) and Attachment 10 (Additional Terms for the use of MDM).

3.3.6 Entertainment Technologies

A. Game Center

All use of the Game Center must be in accordance with the terms of this Agreement (including the Program Requirements) and Attachment 3 (Additional Terms for the Game Center).

B. Single Sign-On API

You must not access or use the Single Sign-On API unless You are a Multi-channel Video Programming Distributor (MVPD) or unless Your Application is primarily designed to provide authenticated video programming via a subscription-based MVPD service, and You have received an entitlement from Apple to use the Single Sign-On API. If You have received such an entitlement, You are permitted to use the Single Sign-On API solely for the purpose of authenticating a user's entitlement to access Your MVPD content for viewing on an Apple Product, in accordance with the Single Sign-on Specification. Any such use must be in compliance with the Documentation for the Single Sign-On Specification. You acknowledge that Apple reserves the right to not provide You such an entitlement, and to revoke such entitlement, at any time, in its sole discretion.

If You use the Single Sign-On API, You will be responsible for providing the sign-in page accessed by users via the Single Sign-On API where users sign in to authenticate their right to access Your MVPD content. You agree that such sign-in page will not display advertising, and that the content and appearance of such page will be subject to Apple's prior review and approval. If You use the Single Sign-On API and Apple provides an updated version of such API and/or the Single Sign-on Specification, You agree to update Your implementation to conform with the newer version and specification within 3 months after receiving the update from Apple.

You authorize Apple to use, reproduce, and display the trademarks provided by You for use in connection with the Single-Sign-On feature, including use in the user interface screens in Apple products where the user selects the provider and authenticates through Single Sign-on, and/or to provide the user with a list of apps that are accessible to such user through Single Sign-On. You also grant Apple the right to use screenshots and images of such user interface, including but not limited to use in instructional materials, training materials, marketing materials, and advertising in any medium. Data provided via the Single Sign-On API will be considered Licensed Application Information hereunder, but will be subject to the use limitations set forth in this Section.

You must not collect, store or use data provided via the Single Sign-On API for any purpose other than to authenticate a user's entitlement to access Your MVPD content on an Apple product, to provide the user access to Your MVPD content, and/or to address performance and technical problems with Your MVPD service. You will not provide or disclose data, content or information obtained from use of the Single Sign-On API to any other party except for authentication information provided to a video programming provider whose programming is offered as part of

an MVPD subscription offered by You, and solely for the purpose of authenticating the user's entitlement to access such video programming on an Apple product under the user's MVPD subscription.

C. TV App API

You may not use the TV App API unless (a) Your Application is primarily designed to provide video programming, (b) You have received an entitlement from Apple, and (c) Your use is in accordance with the TV App Specification. To the extent that You provide TV App Data to Apple, Apple may store, use, reproduce and display such data solely for the purposes of: (a) providing information and recommendations to users of TV App Features, (b) enabling users to link from such recommendations and/or information to content for viewing via Your Licensed Application, and/or (c) servicing, maintenance, and optimization of TV App Features. With respect to any TV App Data that has been submitted by You prior to termination of this Agreement, Apple may continue to use such data in accordance with this **Section 3.3.6(C)** after termination of this Agreement. TV App Data will be considered Licensed Application Information under this Agreement, but will be subject to the use limitations set forth in this Section. You acknowledge that Apple reserves the right to not include Your Licensed Application in the TV App Features, in its sole discretion.

Apple will obtain user consent based on the user's Apple Account before including Your Licensed Application in the TV App Features displayed under that Apple Account. Apple will also provide users with the ability to withdraw such consent at any time thereafter and to delete their TV App Data from Apple's systems. In addition, You may solicit user consent based upon Your own subscriber ID system. You are responsible for Your compliance with all applicable laws, including any applicable local laws for obtaining user consent with respect to Your provision of TV App Data to Apple.

D. MusicKit

You agree not to call the MusicKit APIs or use MusicKit JS (or otherwise attempt to gain information through the MusicKit APIs or MusicKit JS) for purposes unrelated to facilitating access to Your end users' Apple Music subscriptions. If You access the MusicKit APIs or MusicKit JS, then You must follow the Apple Music Identity Guidelines. You agree not to require payment for or indirectly monetize access to the Apple Music service (e.g. in-app purchase, advertising, requesting user info) through Your use of the MusicKit APIs, MusicKit JS, or otherwise in any way. In addition:

- If You choose to offer music playback through the MusicKit APIs or MusicKit JS, full songs must be enabled for playback, and users must initiate playback and be able to navigate playback using standard media controls such as "play," "pause," and "skip", and You agree to not misrepresent the functionality of these controls;

- You may not, and You may not permit Your end users to, download, upload, or modify any MusicKit Content and MusicKit Content cannot be synchronized with any other content, unless otherwise permitted by Apple in the Documentation;

- You may play MusicKit Content only as rendered by the MusicKit APIs or MusicKit JS and only as permitted in the Documentation (e.g., album art and music-related text from the MusicKit API may not be used separately from music playback or managing playlists);

- Metadata from users (such as playlists and favorites) may be used only to provide a service or function that is clearly disclosed to end users and that is directly relevant to the use of Your Application, website, or web application, as determined in Apple's sole discretion; and

- You may use MusicKit JS only as a stand-alone library in Your Application, website, or web application and only as permitted in the Documentation (e.g., You agree not to recombine MusicKit JS with any other JavaScript code or separately download and re-host it).

E. ShazamKit

All use of the ShazamKit APIs must be in accordance with the terms of this Agreement (including the Apple Music Identity Guidelines and Program Requirements) and the Documentation. If You choose to display ShazamKit Content corresponding to songs available on Apple Music, then You must provide a link to the respective content within Apple Music in accordance with the Apple Music Identity Guidelines. Except to the extent expressly permitted herein, You agree not to copy, modify, translate, create a derivative work of, publish or publicly display ShazamKit Content in any way. Further, You may not use or compare the data provided by the ShazamKit APIs for the purpose of improving or creating another audio recognition service. Applications that use the ShazamKit APIs may not be designed or marketed for compliance purposes (e.g., music licensing and royalty auditing).

F. Apple Music Feed API

All use of the Apple Music Feed API must be in accordance with the terms of this Agreement (including the Apple Music Identity Guidelines and Program Requirements) and the Documentation. You may display Apple Music Feed Content for the purposes of promoting the subject of the Apple Music Feed Content in Your Application, provided that such content (i) is placed only on screens that promote the content on which the Apple Music Feed Content is based; (ii) is proximate to a badge for Apple Music that acts as a link directly to pages within Apple Music or iTunes where consumers can access the promoted music; (iii) includes attribution indicating the Apple Music Feed Content was "provided courtesy of Apple Music" if such Apple Music Feed Content includes song or music video previews; (iv) is streamed only, and not downloaded, saved, cached, or synchronized with video, if such Apple Music Feed Content includes song or music video previews; (v) is not used for independent entertainment value apart from its promotional purpose; and (vi) is not used to promote any other goods or services.

3.3.7 Infrastructure Technologies

A. MFi Accessories

Your Application may interface, communicate, or otherwise interoperate with or control an MFi Accessory (as defined above) through wireless transports or through Apple's lightning or 30-pin connectors only if (i) such MFi Accessory is licensed under the MFi Program at the time that You initially submit Your Application, (ii) the MFi Licensee has added Your Application to a list of those approved for interoperability with their MFi Accessory, and (iii) the MFi Licensee has received approval from the MFi Program for such addition.

B. Cellular Network

(i) If an Application requires or will have access to the cellular network, then additionally such Application:

- Must comply with Apple's best practices and other guidelines on how Applications should access and use the cellular network; and

- Must not in Apple's reasonable judgment excessively use or unduly burden network capacity or bandwidth.

(ii) Because some mobile network operators may prohibit or restrict the use of Voice over Internet Protocol (VoIP) functionality over their network, such as the use of VoIP telephony over a cellular network, and may also impose additional fees, or other charges in connection with VoIP. You agree to inform end users, prior to purchase, to check the terms of agreement with their operator, for example, by providing such notice in the marketing text that You provide accompanying Your Application on the App Store. In addition, if Your Application allows end users to send SMS messages or make cellular voice calls, then You must inform the end user, prior to use of such functionality, that standard text messaging rates or other carrier charges may apply to such use.

C. Apple Push Notification Service and Local Notifications

All use of Push Notifications via the Apple Push Notification Service or Local Notifications must be in accordance with the terms of this Agreement (including the Program Requirements) and Attachment 1 (Additional Terms for Apple Push Notification Service and Local Notifications).

D. iCloud

All use of the iCloud Storage APIs and CloudKit APIs, as well as Your use of the iCloud service under this Agreement, must be in accordance with the terms of this Agreement (including the Program Requirements) and Attachment 4 (Additional Terms for the use of iCloud).

E. Extensions

Applications that include extensions in the Application bundle must provide some functionality beyond just the extensions (e.g., help screens, additional settings), unless an Application includes a WatchKit Extension. In addition:

- Extensions (excluding WatchKit Extensions) may not include advertising, product promotion, direct marketing, or In-App Purchase offers in their extension view;

- Extensions may not block the full screen of an Apple-branded product, or redirect, obstruct or interfere in an undisclosed or unexpected way with a user's use of another developer's application or any Apple-provided functionality or service;

- Extensions may operate only in Apple-designated areas of iOS, watchOS, iPadOS, tvOS, or visionOS as set forth in the Documentation;

- Extensions that provide keyboard functionality must be capable of operating independent of any network access and must include Unicode characters (vs. pictorial images only);
- Any keystroke logging done by any such extension must be clearly disclosed to the end user prior to any such data being sent from iOS or iPadOS, and notwithstanding anything else in **Section 3.3.3(B)**, such data may be used only for purposes of providing or improving the keyboard functionality of Your Application (e.g., not for serving advertising);

- Any message filtering done by an extension must be clearly disclosed to the end user, and notwithstanding anything else in **Section 3.3.3(B)**, any SMS or MMS data (whether accessed through a message filtering extension or sent by iOS to a messaging extension's corresponding server) may be used only for purposes of providing or improving the message experience of the user by reducing spam or messages from unknown sources, and must not be used for serving advertising or for any other purpose. Further, SMS or MMS data from a user that is accessed within the extension may not be exported from the extension's designated container area in any way; and

- Your Application must not automate installation of extensions or otherwise cause extensions to be installed without the user's knowledge, and You must accurately specify to the user the purpose and functionality of the extension.

F. DeviceCheck APIs

If You use DeviceCheck APIs to store DeviceCheck Data, then You must provide a mechanism for customers to contact You to reset those values, if applicable (e.g. resetting a trial subscription or re-authorizing certain usage when a new user acquires the device). You may not rely on the DeviceCheck Data as a single identifier of fraudulent conduct and must use the DeviceCheck Data only in connection with other data or information, e.g., the DeviceCheck Data cannot be the sole data point since a device may have been transferred or resold. Apple reserves the right to delete any DeviceCheck Data at any time in its sole discretion, and You agree not to rely on any such Data. Further, You agree not to share the DeviceCheck tokens You receive from Apple with any third party, except a Service Provider acting on Your behalf.

G. Wi-Fi Aware Framework

You and Your Application may use the Wi-Fi Aware Framework or Wi-Fi Aware Information only for providing peer-to-peer connectivity and data transfer capabilities in connection with Your Application. You and Your Application must store the Wi-Fi Aware Information and transmit it amongst end users' Wi-Fi Aware capable devices in a secure, end-to-end encrypted manner and not use it for unrelated purposes (e.g., for advertising). You and Your Application may not remotely store Wi-Fi Aware Information (e.g. on a cloud service or another remote device) or use Wi-Fi Aware Information to monitor an end user's location. You acknowledge Your use of the Wi-Fi Aware Framework is subject to **Section 3.3.3**. Your Application may not keep the connection active when the paired devices are idle. Apple reserves the right to impose limits on use of the Wi-Fi Aware Framework if Your Application's use of it would otherwise degrade device performance.

H. TelephonyMessagingKit APIs

To use the TelephonyMessagingKit APIs, Your Application must offer the ability to send messages initiated by the end user, and to view messages previously received using such APIs. You and Your Application must store and transmit user messages and associated metadata from using the TelephonyMessagingKit APIs in a secure manner (e.g., messages synced to a server must be encrypted in transit and at rest). Your Application may not use the TelephonyMessagingKit APIs for sending unsolicited messages or for phishing or spamming, including but not limited to engaging in any activities that violate anti-spamming laws and regulations, or that are otherwise illegal.

I. Default Dialer APIs

You and Your Application must store and transmit user conversation history and associated metadata for carrier-based calls from using the Default Dialer APIs in a secure manner (e.g., conversation history synced to a server must be encrypted in transit and at rest). You and Your Application may not use the Default Dialer APIs for sending unsolicited messages or for phishing or spamming, including but not limited to engaging in any types of activities that violate anti-spamming laws and regulations, or that are otherwise illegal.

3.3.8 Other Technologies

A. Xcode Cloud

(i) To the extent that You use the Xcode Cloud Service to manage Your Xcode Cloud Content and build Your Applications, You hereby grant to Apple, its affiliates and agents, a non-exclusive, worldwide, fully paid-up, royalty-free license to reproduce, host, process, display, transmit, modify, create derivative works of, and otherwise use Your Xcode Cloud Content solely in order for Apple to provide the Xcode Cloud Service. Apple will use Your Xcode Cloud Content that is source code solely in order to provide the Xcode Cloud Service to You. You acknowledge and agree that: (a) You are solely responsible for such Xcode Cloud Content, in which Apple has no ownership rights, (b) if You choose to use a third-party service (e.g., source code hosting, artifact storage, messaging, or testing services) with the Xcode Cloud Service, You are responsible for Your compliance with the terms and conditions governing such third-party service, (c) the provision of user generated content (e.g., builds) by the Xcode Cloud Service shall not be considered a distribution for contractual or licensing obligations, (d) any execution of Your Xcode Cloud Content within Xcode Cloud shall be limited to testing of Your Xcode Cloud Content, (e) You shall not mine cryptocurrencies using Xcode Cloud, and (f) Your Xcode Cloud Content complies with the requirements set forth for Applications in **Sections 3.3.4(A)(iv)** and **3.3.4(A)(v)**.

(ii) While in no way limiting Apple's other rights under this Agreement, Apple reserves the right to take action if in its sole discretion, Apple determines or has reason to believe You have violated a term of this Agreement. These actions may include limiting, suspending, or revoking your access to the Xcode Cloud Service, or terminating your build.

(iii) If You are enrolled in the Apple Developer Program as an organization based in the European Union, additional terms for Xcode Cloud related to Regulation (EU) 2023/2854 are set forth at https://developer.apple.com/download/files/EU-Data-Act-Terms-XcodeCloud.pdf.

B. WeatherKit APIs

All use of the WeatherKit APIs must be in accordance with the terms of this Agreement (including the Program Requirements) and Attachment 8 (Additional Terms for use of the WeatherKit APIs).

C. Partially Immersive Experience

If You choose to provide end users with a partially immersive experience (i.e., using .mixedReality style), do so in accordance with the Documentation. For experiences that occlude the end user's field of view to the extent described in the Documentation, provide a fully immersive experience (i.e., using .virtualReality style) instead to enable the system boundary provided by visionOS.

D. iWork API

You may use the iWork API for the sole purpose of creating previews of end user's documents stored on Your Application or Corresponding Product in Apple's Pages, Keynote and Numbers file formats, by converting such documents into PDF format. When You use the iWork API, the associated iWork document is sent to Apple servers for the purpose of generating a preview. You shall provide notice to the end user and/or obtain consent from the end user in compliance with the Documentation and applicable laws.

E. Shallow Depth & Pressure

Your Application may use the Shallow Depth & Pressure feature to provide depth data to users for use only in shallow water activities (e.g., pool swimming, snorkeling) and may not be used in a scuba-diving app or for water activities involving submersion below the shallow depth limit set forth in the Documentation. Your Application may only surface depth data to users up to the limit set forth in the Documentation.

F. Now Playing APIs

By using the Now Playing APIs, You understand that Your Licensed Application Information, associated metadata, trademarks and logos associated with Your Application, and content or information You make available through the Now Playing API ("Now Playing Information"), may be accessible through the Journaling Suggestions API. You agree that, unless You flag it for exclusion, the Now Playing Information may be used and displayed in connection with providing journaling suggestions to end users through the Journaling Suggestions API, including by other developers and their applications.

G. Critical Messaging API

Your Application may use the Critical Messaging API only to access messaging capabilities via SMS for critical situations. You may not use the Critical Messaging API for sending unsolicited messages or for phishing or spamming, including but not limited to engaging in any types of activities that violate anti-spamming laws and regulations, or that are otherwise improper, inappropriate, or illegal. Apple does not guarantee the availability, accuracy, reliability, or timeliness of messages transmitted using the Critical Messaging API.

H. EnergyKit

All use of EnergyKit must be in accordance with the terms of this Agreement (including the Program Requirements) and Attachment 11 (Additional Terms for use of the EnergyKit).

I. Foundation Models Framework

By accessing, prompting, or otherwise using the Foundation Models Framework, or the model accessed by the Foundation Models Framework, You agree to follow, and to maintain reasonable guardrails supporting, the Foundation Models Framework Acceptable Use Requirements. Additionally, You agree to keep Adapters used by Your Covered Products compatible with the

currently shipping release of the model accessed by the Foundation Models Framework. Failure to do so may result in Your Application being incompatible with the currently shipping release of the OS and subject to **Section 6.8**.

J. Wi-Fi Infrastructure Framework

You and Your Application may use the Wi-Fi Infrastructure Framework only for transmitting Wi-Fi Network Sharing Information, via Your Accessory Data Transport Extension, from an Apple-branded device to an Authorized Wi-Fi Target Accessory. You and Your Application may transmit Wi-Fi Network Sharing Information only for connecting the Authorized Wi-Fi Target Accessory to a Wi-Fi network that the end user's Apple-branded device is capable of connecting to. You and Your Application must transmit the Wi-Fi Network Sharing Information directly to the Authorized Wi-Fi Target Accessory, and only in a secure, authenticated, and end-to-end encrypted manner.

You or Your Application may not disseminate the Wi-Fi Network Sharing Information with any other Application, or any other device besides the Authorized Wi-Fi Target Accessory. And an Authorized Wi-Fi Target Accessory may not under any circumstance share Wi-Fi Infrastructure Information with any other device, including the end user's Apple-branded device or any other Authorized Wi-Fi Target Accessory. You, Your Application, and the Authorized Wi-Fi Target Accessory may not use Wi-Fi Network Sharing Information for any unrelated purposes (e.g., for advertising, profiling, training models, monitoring location). You acknowledge Your use of the Wi-Fi Infrastructure Framework and the Wi-Fi Network Sharing Information is subject to **Section 3.3.3**. You further acknowledge and agree that You and Your Application are responsible to Apple for the Authorized Wi-Fi Target Accessory's compliance with this **Section 3.3.8(J)**.

3.3.9 Transactions and Passes

A. In-App Purchase API

All use of the In-App Purchase API and related services must be in accordance with the terms of this Agreement (including the Program Requirements) and Attachment 2 (Additional Terms for Use of the In-App Purchase API).

B. Wallet

Your development of Passes, and use of the Pass Type ID and Wallet under this Agreement, must be in accordance with the terms of this Agreement (including the Program Requirements) and Attachment 5 (Additional Terms for Passes).

C. Apple Pay APIs

(i) Your Application may use the Apple Pay APIs solely for the purpose of facilitating payment transactions that are made by or through Your Application, and only for the purchase of goods and services that are to be used outside of any iPhone, iPad, or Apple Watch, unless otherwise permitted by Apple in writing. For clarity, nothing in this **Section 3.3.9(C)(i)**supplants any of the rules or requirements for the use of the In-App Purchase API, including but not limited to **Section 3.3.1(C)** and the guidelines. In addition:

- You acknowledge and agree that Apple is not a party to any payment transactions facilitated through the use of the Apple Pay APIs and is not responsible for any such transactions, including but not limited to the unavailability of any end-user payment cards or payment fraud. Such payment transactions are between You and Your bank, acquirer, card networks, or other parties You utilize for transaction processing, and You are responsible for complying with any agreements You have with such third parties. In some cases, such agreements may contain terms specifying specific rights, obligations or limitations that You accept and assume in connection with Your decision to utilize the functionality of the Apple Pay APIs;

- You agree to store any private keys provided to You as part of Your use of the Apple Pay APIs in a secure manner (e.g., encrypted on a server) and in accordance with the Documentation. You

agree not to store any end-user payment information in an unencrypted manner on an iPhone or iPad. For clarity, You may not decrypt any such end-user payment information on an iPhone or iPad;

- You agree not to call the Apple Pay APIs or otherwise attempt to gain information through the Apple Pay APIs for purposes unrelated to facilitating end-user payment transactions;

- If Your Application stores end-user balances, You may use Apple Pay APIs to transfer the funds to their issuers' cards provisioned in Apple Pay; and

- If You use Apple Pay APIs in Your Application, then You agree to use commercially reasonable efforts to include Apple Cash as a payment option with Your use of the Apple Pay APIs in accordance with the Documentation and provided that Apple Cash is available in the jurisdiction in which the Application is distributed.

(ii) As part of facilitating an end-user payment transaction through the Apple Pay APIs, Apple may provide You (whether You are acting as the Merchant, an Intermediary Party, or displaying the Merchant web page that facilitates an Apple Pay end-user payment transaction) with an Apple Pay Payload. If You receive an Apple Pay Payload, then You agree to the following:

- If You are acting as the Merchant, then You may use the Apple Pay Payload to process the end-user payment transaction and for other uses that You disclose to the end user, and only in accordance with applicable law;

- If You are acting as an Intermediary Party, then:

(a) You may use the Apple Pay Payload only for purposes of facilitating the payment transaction between the Merchant and the end user and for Your own order management purposes (e.g., customer service) as part of such transaction;
(b) You agree that You will not hold the Apple Pay Payload data for any longer than necessary to fulfill the payment transaction and order management purposes for which it was collected;
(c) You agree not to combine data obtained through the Apple Pay APIs, including but not limited to, the Apple Pay Payload with any other data that You may have about such end user (except to the limited extent necessary for order management purposes). For clarity, an Intermediary Party may not use data obtained through the Apple Pay APIs for advertising or marketing purposes, for developing or enhancing a user profile, or to otherwise target end users;
(d) You agree to disclose to end users that You are an Intermediary Party to the transaction and to provide the identity of the Merchant for a particular transaction on the Apple Pay Payment Sheet (in addition to including Your name as an Intermediary Party); and
(e) If You use a Merchant, then You will be responsible for ensuring that the Merchant You select uses the Apple Pay Payload provided by You only for purposes of processing the end user payment transaction and for other uses they have disclosed to the end user, and only in accordance with applicable law. You agree to have a binding written agreement with such Merchant with terms at least as restrictive and protective of Apple as those set forth herein. Any actions undertaken by any such Merchant in relation to such Apple Pay Payload or the payment transaction shall be deemed to have been taken by You, and You (in addition to such Merchant) shall be responsible to Apple for all such actions (or any inactions). In the event of any actions or inactions by such Merchant that would constitute a violation of this Agreement or otherwise cause any harm, Apple reserves the right to require You to cease using such Merchant, and

- If You are displaying the Merchant web page that facilitates an Apple Pay end-user payment transaction but are acting neither as an Intermediary Party nor a Merchant (i.e., You host a Merchant checkout through WKWebView), then:

(a) You agree not to access the Apple Pay Payload for any reason whatsoever; and

(b) You agree not to use information that is derived from or relates to the Apple Pay payment transaction for purposes other than displaying the Merchant web page.

- If You use the Apple Pay APIs in Your Corresponding Products, then You agree to follow the Acceptable Use Guidelines for Apple Pay on the Web (found at https://developer.apple.com/apple-pay/acceptable-use-guidelines-for-websites/), the applicable Apple Pay Platform Web Terms and Conditions, and related agreements. For the purposes of this Agreement, when You use the Apple Pay APIs in Your Corresponding Products, 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 Corresponding Products that use the Apple Pay APIs to facilitate transactions.

- For this **Section 3.3.9(C)** only, "Apple" means Apple Payments Services LLC, located at 6900 W. Parmer Lane, Office No. AC1-2225, Austin, Texas 78729, if You are located in the United States.

D. Tap to Pay APIs

(i) Your Application may use the Tap to Pay APIs solely for the purpose of enabling Merchants to conduct transactions through Your Application, and Your Application must not access the Tap to Pay APIs unless You have received an entitlement from Apple for such access. In addition, You acknowledge and agree to the following:

- Apple is not a party to any transactions facilitated through the use of the Tap to Pay APIs and is not responsible for any such transactions, including but not limited to the unavailability of any payment cards or payment fraud. Such transactions are between You, the Merchant, and Your Payment Service Provider, acquirer, card networks, or other parties You utilize for transaction processing, and You are responsible for complying with any agreements You have with such third parties. In some cases, such agreements may contain terms specifying specific rights, obligations or limitations that You accept and assume in connection with Your decision to utilize the functionality of the Tap to Pay APIs;

- You will store any private keys and TTP Data provided to You as part of Your use of the Tap to Pay APIs in a secure manner (e.g., encrypted on a server) and in accordance with the Documentation. For clarity, You may not decrypt any encrypted TTP Data unless You are processing the TTP Data as a Payment Service Provider;

- You shall not call the TTP APIs or otherwise attempt to gain information through the TTP APIs for purposes unrelated to enabling Merchants to conduct transactions through the use of Your Application;

- Apple has no responsibility to check that the transactions facilitated by the Tap to Pay APIs have been duly authorized. Apple shall not be liable in any event for any unauthorized or fraudulent transactions;

- You will use commercially reasonable efforts to include Apple Pay as a payment option with Your use of the Tap to Pay APIs in accordance with the Documentation and provided that Apple Pay is available in the jurisdiction in which Your Application is distributed.

(ii) Apple may provide You (whether You are acting as the Merchant or as an Intermediary Party) with TTP Data. If you receive TTP Data, You agree to the following:

- If You are acting as the Merchant, then You may use the TTP Data solely to process the transaction and for order management purposes, in each case, in accordance with applicable law;

- If You are acting as an Intermediary Party, then: (a) You may use the TTP Data solely for the purpose of facilitating the transaction between the Merchant and the Merchant customer and for order management purposes; (b) You must restrict the transfer or disclosure of the TTP Data to only those parties required to facilitate the transaction; (c) You may not hold the TTP Data for any longer than necessary to fulfill the transaction or for order management purposes; and (d) You may not combine data obtained through the Tap to Pay APIs, including but not limited to, the TTP Data with any other data that You may have about the Merchant or Merchant customer involved in the transaction (except to the limited extent necessary to facilitate the transaction and for order management purposes). For clarity, an Intermediary Party may not use data obtained through the Tap to Pay APIs for advertising or marketing purposes, for developing or enhancing a Merchant customer profile, or to otherwise target Merchant customers;

- If You are not acting as a Payment Service Provider, then You must: (i) have an agreement with a Payment Service Provider and (ii) ensure that such Payment Service Provider uses the TTP Data obtained by You only for purposes of processing the transaction, which may include the application of fraud detection services, and for order management purposes, in each case, in accordance with applicable law. For clarity, such Payment Service Provider is Your Third-Party Service Provider. Whether You are a Merchant or an Intermediary Party, any actions undertaken by Your Payment Service Provider in relation to the TTP Data transferred by You to Your Payment Service Provider shall be deemed to have been taken by You, and You (in addition to Your Payment Service Provider) shall be responsible to Apple and to the Merchant's customer for all such actions (or any inactions);

- If You are an Intermediary Party, then Your Application must confirm that each Merchant using Your Application has accepted and agreed to the Tap to Pay Platform Terms and Conditions prior to enabling such Merchant to conduct any transactions using Your Application in accordance with the Documentation. If You are a Merchant, You must accept and agree to the Tap to Pay Platform Terms and Conditions prior to conducting any transactions in Your Application.

Apple reserves the right to not provide You with an entitlement to use the Tap to Pay APIs in its sole discretion and to revoke such entitlement at any time.

For this Section 3.3.9(D) only, "Apple" means Apple Payments Services LLC, located at 6900 W. Parmer Lane, Office No. AC1-2225, Austin, Texas 78729, if You are located in the United States.

3.3.10 Other Services or Software

A. Additional Services or Pre-Release Software

From time to time, Apple may provide access to additional Services or pre-release Apple Software for You to use in connection with Your Applications, or as an end user for evaluation purposes. Some of these may be subject to separate terms and conditions in addition to this Agreement, in which case Your usage will also be subject to those terms and conditions. Such services or software may not be available in all languages or in all countries or regions, and Apple makes no representation that they will be appropriate or available for use in any particular location. To the extent You choose to access such services or software, You do so at Your own initiative and are responsible for compliance with any applicable laws, including but not limited to applicable local laws. To the extent any such software includes Apple's FaceTime or Messages feature, You acknowledge and agree that when You use such features, the telephone numbers and device identifiers associated with Your Authorized Test Units, as well as email addresses and/or Apple Account information You provide, may be used and maintained by Apple to provide and improve such software and features. Certain services made accessible to You through the Apple Software may be provided by third parties. You acknowledge that Apple will not have any liability or responsibility to You or any other person (including to any end user) for any third-party services or for any Apple services. Apple and its licensors reserve the right to change, suspend, remove, or disable access to any services at any time. In no event will Apple be liable for the removal or disabling of access to any such services. Further, upon any commercial release of such software or services, or earlier if requested by Apple, You agree to cease all use of the pre-

release Apple Software or Services provided to You as an end user for evaluation purposes under this Agreement.

B. Google Safe Browsing Service

If Your Application accesses the Google Safe Browsing service through the Apple Software such access is subject to Google's terms of service set forth at https://developers.google.com/safe-browsing/terms. If You do not accept such terms of service, then You may not use the Google Safe Browsing Service in Your Application, and You acknowledge and agree that such use will constitute Your acceptance of such terms of service.

4. Changes to Program Requirements or Terms

Apple may change the Program Requirements or the terms of this Agreement at any time. New or modified Program Requirements will not retroactively apply to Applications already in distribution via the App Store or Custom App Distribution; provided however that You agree that Apple reserves the right to remove Applications from the App Store or Custom App Distribution that are not in compliance with the new or modified Program Requirements at any time. In order to continue using the Apple Software, Apple Certificates or any Services, You must accept and agree to the new Program Requirements and/or new terms of this Agreement. If You do not agree to new Program Requirements or new terms, Your use of the Apple Software, Apple Certificates and any Services will be suspended or terminated by Apple. You agree that Your acceptance of such new Agreement terms or Program Requirements may be signified electronically, including without limitation, by Your checking a box or clicking on an "agree" or similar button. Nothing in this Section shall affect Apple's rights under **Section 5 (Apple Certificates; Revocation)**.

5. Apple Certificates; Revocation

5.1 Certificate Requirements

All Applications must be signed with an Apple Certificate in order to be installed on Authorized Test Units, Registered Devices, or submitted to Apple for distribution via the App Store, Custom App Distribution, or TestFlight. Similarly, all Passes must be signed with an Apple Certificate to be recognized and accepted by Wallet. Safari Extensions must be signed with an Apple Certificate to run in Safari on macOS. You must use a Website ID to send Safari Push Notifications to the macOS desktop of users who have opted in to receive such Notifications for Your Site through Safari on macOS. You may also obtain other Apple Certificates and keys for other purposes as set forth herein and in the Documentation.

In relation to this, You represent and warrant to Apple that:
(a) You will not take any action to interfere with the normal operation of any Apple Certificates, keys, or Provisioning Profiles;
(b) You are solely responsible for preventing any unauthorized person or organization from having access to Your Apple Certificates and keys, and You will use Your best efforts to safeguard Your Apple Certificates and keys from compromise (e.g., You will not upload Your Apple Certificate for App Store distribution to a cloud repository for use by a third party);
(c) You agree to immediately notify Apple in writing if You have any reason to believe there has been a compromise of any of Your Apple Certificates or keys;
(d) You will not provide or transfer Apple Certificates or keys provided under this Program to any third party (except for a Service Provider who is using them on Your behalf in compliance with this Agreement and only to the limited extent expressly permitted by Apple in the Documentation or this Agreement (e.g., You are prohibited from providing or transferring Your Apple Certificates that are used for distribution or submission to the App Store to a Service Provider), and You will not use Your Apple Certificates to sign any third party's application, pass, extension, notification, implementation, or site;
(e) You will use any Apple Certificates or keys provided under this Agreement solely as permitted by Apple and in accordance with the Documentation; and
(f) You will use Apple Certificates provided under this Program exclusively for the purpose of

signing Your Passes, signing Your Safari Extensions, signing Your Site's registration bundle, accessing the APN service, and/or signing Your Applications for testing, submission to Apple, for MDM, and/or for limited distribution for use on Registered Devices or Authorized Test Units as contemplated under this Program, or as otherwise permitted by Apple, and only in accordance with this Agreement. As a limited exception to the foregoing, You may provide versions of Your Applications to Your Service Providers to sign with their Apple-issued development certificates, but solely for purposes of having them perform testing on Your behalf of Your Applications on Apple-branded products running iOS, watchOS, iPadOS, tvOS, and/or visionOS and provided that all such testing is conducted internally by Your Service Providers (e.g., no outside distribution of Your Applications) and that Your Applications are deleted within a reasonable period of time after such testing is performed. Further, You agree that Your Service Provider may use the data obtained from performing such testing services only for purposes of providing You with information about the performance of Your Applications (e.g., Your Service Provider is prohibited from aggregating Your Applications' test results with other developers' test results).

You further represent and warrant to Apple that the licensing terms governing Your Application, Your Safari Extension, Your Site's registration bundle, and/or Your Pass, or governing any third-party code or FOSS included in Your Covered Products or Corresponding Products, will be consistent with and not conflict with the digital signing or content protection aspects of the Program or any of the terms, conditions or requirements of the Program or this Agreement. In particular, such licensing terms will not purport to require Apple (or its agents) to disclose or make available any of the keys, authorization codes, methods, procedures, data or other information related to the Security Solution, digital signing or digital rights management mechanisms or security utilized as part of any Apple software, including the App Store. If You discover any such inconsistency or conflict, You agree to immediately notify Apple of it and will cooperate with Apple to resolve such matter. You acknowledge and agree that Apple may immediately cease distribution of any affected Licensed Applications or Passes, and may refuse to accept any subsequent Application or Pass submissions from You until such matter is resolved to Apple's reasonable satisfaction.

5.2 Relying Party Certificates

The Apple Software and Services may also contain functionality that permits digital certificates, either Apple Certificates or other third-party certificates, to be accepted by the Apple Software or Services (e.g., Apple Pay) and/or to be used to provide information to You (e.g., transaction receipts, App Attest receipts). It is Your responsibility to verify the validity of any certifications or receipts You may receive from Apple prior to relying on them (e.g., You should verify that the receipt came from Apple prior to any delivery of content to an end user through the use of the In-App Purchase API). You are solely responsible for Your decision to rely on any such certificates and receipts, and Apple will not be liable for Your failure to verify that any such certificates or receipts came from Apple (or third parties) or for Your reliance on Apple Certificates or other digital certificates.

5.3 Notarized Applications for macOS

To have Your macOS Application notarized, You may request a digital file for authentication of Your Application from Apple's digital notary service (a "**Ticket**"). You can use this Ticket with Your Apple Certificate to receive an improved developer signing and user experience for Your Application on macOS. To request this Ticket from Apple's digital notary service, You must upload Your Application to Apple through Apple's developer tools (or other requested mechanisms) for purposes of continuous security checking. This continuous security checking will involve automated scanning, testing, and analysis of Your Application by Apple for malware or other harmful or suspicious code or components or security flaws, and, in limited cases, a manual, technical investigation of Your Application by Apple for such purposes. By uploading Your Application to Apple for this digital notary service, You agree that Apple may perform such security checks on Your Application for purposes of detecting malware or other harmful or suspicious code or components, and You agree that Apple may retain and use Your Application for subsequent security checks for the same purposes.

If Apple authenticates Your developer signature and Your Application passes the initial security checks, Apple may provide You with a Ticket to use with Your Apple Certificate. Apple reserves the right to issue Tickets in its sole discretion, and Apple may revoke Tickets at any time in its sole discretion in the event that Apple has reason to believe, or has reasonable suspicions, that Your Application contains malware or malicious, suspicious or harmful code or components or that Your developer identity signature has been compromised. You may request that Apple revoke Your Ticket at any time by emailing: product-security@apple.com. If Apple revokes Your Ticket or Your Apple Certificate, then Your Application may no longer run on macOS.

You agree to cooperate with Apple regarding Your Ticket requests and to not hide, attempt to bypass, or misrepresent any part of Your Application from Apple's security checks or otherwise hinder Apple from being able to perform such security checks. You agree not to represent that Apple has performed a security check or malware detection for Your Application or that Apple has reviewed or approved Your Application for purposes of issuing a Ticket to You from Apple's digital notary service. You acknowledge and agree that Apple is performing security checks solely in connection with Apple's digital notary service and that such security checks should not be relied upon for malware detection or security verification of any kind. You are fully responsible for Your own Application and for ensuring that Your Application is safe, secure, and operational for Your end users (e.g., informing Your end users that Your Application may cease to run if there is an issue with malware). You agree to comply with export requirements in Your jurisdiction when uploading Your Application to Apple, and You agree not to upload any Application that is: (a) subject to the United States Export Administration Regulations, 15 C.F.R. Parts 730-774 or to the International Traffic in Arms Regulations, 22 C.F.R. Parts 120-130; or (b) that cannot be exported without prior written government authorization, including, but not limited to, certain types of encryption software and source code, without first obtaining that authorization. Apple will not be liable to You or any third party for any inability or failure to detect any malware or other suspicious, harmful code or components in Your Application or Your Corresponding Products or other security issues, or for any ticket issuance or revocation. Apple shall not be responsible for any costs, expenses, damages, losses or other liabilities You may incur as a result of Your Application development, Your Corresponding Product development, use of the Apple Software, Apple Services (including this digital notary service), or Apple Certificates, tickets, or participation in the Program, including without limitation the fact that Apple performs security checks on Your Application.

5.4 Certificate Revocation

Except as otherwise set forth herein, You may revoke Apple Certificates issued to You at any time. If You want to revoke the Apple Certificates used to sign Your Passes and/or issued to You for use with Your macOS Applications distributed outside of the App Store, You may request that Apple revoke these Apple Certificates at any time by emailing: product-security@apple.com. Apple also reserves the right to revoke any Apple Certificates at any time, in its sole discretion. By way of example only, Apple may choose to do this if: (a) any of Your Apple Certificates or corresponding private keys have been compromised or Apple has reason to believe that either have been compromised; (b) Apple has reason to believe or has reasonable suspicions that Your Covered Products or Corresponding Products contain malware or malicious, suspicious or harmful code or components (e.g., a software virus); (c) Apple has reason to believe that Your Covered Products adversely affect the security of Apple-branded products, or any other software, firmware, hardware, data, systems, or networks accessed or used by such products; (d) Apple's certificate issuance process is compromised or Apple has reason to believe that such process has been compromised; (e) You breach any term or condition of this Agreement; (f) Apple ceases to issue the Apple Certificates for the Covered Product or Corresponding Product under the Program; (g) Your Covered Product or Corresponding Product misuses or overburdens any Services provided hereunder; or (h) Apple has reason to believe that such action is prudent or necessary. Further, You understand and agree that Apple may notify end users of Covered Products or Corresponding Products that are signed with Apple Certificates when Apple believes such action is necessary to protect the privacy, safety or security of end users, or is otherwise

prudent or necessary as determined in Apple's reasonable judgment. Apple's Certificate Policy and Certificate Practice Statements may be found at https://www.apple.com/certificateauthority.

6. Application Submission and Selection

6.1 Submission to Apple for App Store or Custom App Distribution

You may submit Your Application for consideration by Apple for distribution via the App Store or Custom App Distribution once You decide that Your Application has been adequately tested and is complete. By submitting Your Application, You represent and warrant that Your Application complies with the Documentation and Program Requirements then in effect as well as with any additional guidelines that Apple may post on the Program web portal or in App Store Connect. You further agree that You will not attempt to hide, misrepresent or obscure any features, content, services or functionality in Your submitted Applications from Apple's review or otherwise hinder Apple from being able to fully review such Applications. In addition, You agree to inform Apple in writing through App Store Connect if Your Application connects to a physical device, including but not limited to an MFi Accessory, and, if so, to disclose the means of such connection (whether iAP, Bluetooth Low Energy (BLE), the headphone jack, or any other communication protocol or standard) and identify at least one physical device with which Your Application is designed to communicate. If requested by Apple, You agree to provide access to or samples of any such devices at Your expense (samples will not be returned). You agree to cooperate with Apple in this submission process and to answer questions and provide information and materials reasonably requested by Apple regarding Your submitted Application, including insurance information You may have relating to Your Application, the operation of Your business, or Your obligations under this Agreement. Apple may require You to carry certain levels of insurance for certain types of Applications and name Apple as an additional insured. If You make any changes to an Application (including to any functionality made available through use of the In-App Purchase API) after submission to Apple, You must resubmit the Application to Apple. Similarly all bug fixes, updates, upgrades, modifications, enhancements, supplements to, revisions, new releases and new versions of Your Application must be submitted to Apple for review in order for them to be considered for distribution via the App Store or Custom App Distribution, except as otherwise permitted by Apple.

6.2 App Thinning and Bundled Resources

As part of Your Application submission to the App Store or Custom App Distribution, Apple may optimize Your Application to target specific devices by repackaging certain functionality and delivered resources (as described in the Documentation) in Your Application so that it will run more efficiently and use less space on target devices ("**App Thinning**"). For example, Apple may deliver only the 32-bit or 64-bit version of Your Application to a target device, and Apple may not deliver icons or launch screens that would not render on the display of a target device. You agree that Apple may use App Thinning to repackage Your Application in order to deliver a more optimized version of Your Application to target devices.

As part of App Thinning, You can also request that Apple deliver specific resources for Your Application (e.g., GPU resources) to target devices by identifying such bundled resources as part of Your code submission ("**Bundled Resources**"). You can define such Bundled Resources to vary the timing or delivery of assets to a target device (e.g., when a user reaches a certain level of a game, then the content is delivered on-demand to the target device). App Thinning and Bundled Resources are not available for all Apple operating systems, and Apple may continue to deliver full Application binaries to some target devices.

6.3 iOS and iPadOS Applications on macOS and visionOS

If You compile Your Application for iOS and/or iPadOS and submit such Application for distribution on the App Store, You agree that Apple will also make Your Application available on macOS and visionOS via the App Store, unless You opt out of making Your Application available on macOS and/or visionOS by following the opt out process in App Store Connect. You agree that the foregoing applies to an Application for iOS and/or iPadOS submitted by You and currently

available on the App Store, and to any future Application compiled for iOS and/or iPadOS and submitted by You to the App Store. Notwithstanding the foregoing, such availability on the App Store will apply only if such Application has been selected by Apple for distribution on the App Store pursuant to **Section 7** and only if such Application can function appropriately on, and be compatible with, macOS and/or visionOS (as applicable), as determined in Apple's sole discretion. You are responsible for obtaining and determining whether You have appropriate rights for Your Application to operate on macOS and/or visionOS. If You do not have such rights, You agree to opt out of making such Application available on macOS and/or visionOS. You are responsible for testing such Application on macOS and visionOS.

6.4 iOS Application Widgets on CarPlay

You agree that Your iOS Application widget may be made available on CarPlay. Furthermore, You are responsible for determining whether Your iOS Application widget is functional and suitable to use for CarPlay, and for using the disfavoredLocations function to disfavor Your iOS Application widget if it is not. For example, iOS Application widgets that are not functional or suitable include those that require extensive user interaction while driving, or that require the iPhone to be unlocked to be used. Apple reserves the right to disfavor Your iOS Application widget if Apple determines it is not functional or suitable for CarPlay.

6.5 TestFlight Submission

If You would like to distribute Your Application to Beta Testers outside of Your company or organization through TestFlight, You must first submit Your Application to Apple for review. By submitting such Application, You represent and warrant that Your Application complies with the Documentation and Program Requirements then in effect as well as with any additional guidelines that Apple may post on the Program web portal or in App Store Connect. Apple may use Licensed Application Information You have submitted with other versions of Your Application approved for distribution to display, market, or deliver pre-release versions of Your Application to Beta Testers through TestFlight. You may opt out of such use of Licensed Application Information with pre-release versions of Your Applications in App Store Connect, and You agree that You will opt out if at any point the Licensed Application Information is not representative of the pre-release version of Your Application.

Thereafter, Apple may permit You to distribute updates to such Application directly to Your Beta Testers without Apple's review, unless such an update includes significant changes, in which case You agree to inform Apple in App Store Connect and have such Application re-reviewed. Apple reserves the right to require You to cease distribution of Your Application through TestFlight, and/or to any particular Beta Tester, at any time in its sole discretion.

6.6 Improving Your Application

Further, if Your Application is submitted for distribution via the App Store, Custom App Distribution or TestFlight, You agree that Apple may use Your Application for the limited purpose of compatibility testing of Your Application with Apple products and services, for finding and fixing bugs and issues in Apple products and services and/or Your Applications, for internal use in evaluating iOS, watchOS, tvOS, iPadOS, visionOS, and/or macOS performance issues in or with Your Application, for security testing, and for purposes of providing other information to You (e.g., crash logs). Except as otherwise set forth herein, You may opt in to send app symbol information for Your Application to Apple, and if You do so, then You agree that Apple may use such symbols to symbolicate Your Application for purposes of providing You with symbolicated crash logs and other diagnostic information, compatibility testing of Your Application with Apple products and services, and for finding and fixing bugs and issues in Apple products and services and/or Your Application. In the event that Apple provides You with crash logs or other diagnostic information for Your Application, You agree to use such crash logs and information only for purposes of fixing bugs and improving the performance of Your Application and related products. You may also collect numeric strings and variables from Your Application when it crashes, so long as You collect such information only in an anonymous, non-personal manner and do not recombine,

correlate, or use such information to attempt to identify or derive information about any particular end user or device.

6.7 Analytics

You agree to use any data Apple provides through analytics services for Applications solely for improving Your Applications and related products. Further, You agree not to provide such data to any third parties, except for a Service Provider. The Service Provider must be assisting with processing and analyzing such data on Your behalf, and not be permitted to use it for any other purpose or disclose it to any other party. For instance, You must not aggregate (or permit any third-party to aggregate) data provided to You by Apple as part of these services with other developers' analytics information. Nor may you contribute such information to a repository for cross-developer analytics. And You must not use the analytics services or any analytics data to attempt to identify or derive information about any particular end user or device. For clarity, this paragraph does not prohibit sharing or uses expressly permitted by law.

Apple may provide You with data in App Analytics about the performance of Your Applications relative to similar Applications on the App Store. This data is calculated using differential privacy to protect the Applications and end users. At all times, Your personal data will be handled in accordance with Apple's Privacy Policy, which can be viewed at https://www.apple.com/legal/privacy.

6.8 Compatibility Requirement with Current Shipping OS Version

Applications that are selected for distribution via the App Store must be compatible with the currently shipping version of Apple's applicable operating system (OS) software at the time of submission to Apple, and such Applications must stay current and maintain compatibility with each new release of the applicable OS version so long as such Applications are distributed through the App Store. You understand and agree that Apple may remove Applications from the App Store when they are not compatible with the currently shipping release of the OS at any time in its sole discretion.

6.9 Selection by Apple for Distribution

You understand and agree that if You submit Your Application to Apple for distribution via the App Store, Custom App Distribution, or TestFlight, Apple may, in its sole discretion:

(a) determine that Your Application does not meet all or any part of the Documentation or Program Requirements then in effect;
(b) reject Your Application for distribution for any reason, even if Your Application meets the Documentation and Program Requirements; or
(c) select and digitally sign Your Application for distribution via the App Store, Custom App Distribution, or TestFlight.

Apple shall not be responsible for any costs, expenses, damages, losses (including without limitation lost business opportunities or lost profits) or other liabilities You may incur as a result of Your Application development, use of the Apple Software, Apple Services, or Apple Certificates or participation in the Program, including without limitation the fact that Your Application may not be selected for distribution via the App Store or Custom App Distribution. You will be solely responsible for developing Applications that are safe, free of defects in design and operation, and comply with applicable laws and regulations. You will also be solely responsible for any documentation and end-user customer support and warranty for such Applications. The fact that Apple may have reviewed, tested, approved or selected an Application will not relieve You of any of these responsibilities.

7. Distribution of Applications and Libraries

Applications:

Applications developed under this Agreement for iOS, iPadOS, macOS, tvOS, visionOS, or watchOS can be distributed: (1) through the App Store, if selected by Apple, (2) through Ad Hoc distribution in accordance with **Section 7.3**, and (3) for beta testing through TestFlight in accordance with **Section 7.4**. Applications developed for iOS, iPadOS, macOS, and tvOS can additionally be distributed through Custom App Distribution, if selected by Apple. Applications for macOS can additionally be separately distributed as described in this Agreement.

7.1 Delivery of Free Licensed Applications via the App Store or Custom App Distribution

If Your Application qualifies as a Licensed Application, it is eligible for delivery to end users via the App Store or Custom App Distribution by Apple and/or an Apple Subsidiary. If You would like Apple and/or an Apple Subsidiary to deliver Your Licensed Application or authorize additional content, functionality or services You make available in Your Licensed Application through the use of the In-App Purchase API to end users for free (no charge) via the App Store or Custom App Distribution, then You appoint Apple and Apple Subsidiaries as Your legal agent and/or commissionaire pursuant to the terms of Schedule 1 for Licensed Applications designated by You as free-of-charge applications.

7.2 Schedule 2 and Schedule 3 for Fee-Based Licensed Applications; Receipts

If Your Application qualifies as a Licensed Application and You intend to charge end users a fee of any kind for Your Licensed Application or within Your Licensed Application through the use of the In-App Purchase API, You must enter into a separate agreement (Schedule 2) with Apple and/or an Apple Subsidiary before any such commercial distribution of Your Licensed Application may take place via the App Store or before any such commercial delivery of additional content, functionality or services for which You charge end users a fee may be authorized through the use of the In-App Purchase API in Your Licensed Application. If You would like Apple to sign and distribute Your Application for a fee through Custom App Distribution, then You must enter into a separate agreement (Schedule 3) with Apple and/or an Apple Subsidiary before any such distribution may take place. To the extent that You enter (or have previously entered) into Schedule 2 or Schedule 3 with Apple and/or an Apple Subsidiary, the terms of Schedule 2 or 3 will be deemed incorporated into this Agreement by this reference.

When an end user installs Your Licensed Application, Apple will provide You with a transaction receipt signed with an Apple Certificate. It is Your responsibility to verify that such certificate and receipt were issued by Apple, as set forth in the Documentation. You are solely responsible for Your decision to rely on any such certificates and receipts. YOUR USE OF OR RELIANCE ON SUCH CERTIFICATES AND RECEIPTS IN CONNECTION WITH A PURCHASE OF A LICENSED APPLICATION IS AT YOUR SOLE RISK. APPLE MAKES NO WARRANTIES OR REPRESENTATIONS, EXPRESS OR IMPLIED, AS TO MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE, ACCURACY, RELIABILITY, SECURITY, OR NON-INFRINGEMENT OF THIRD PARTY RIGHTS WITH RESPECT TO SUCH APPLE CERTIFICATES AND RECEIPTS. You agree that You will only use such receipts and certificates in accordance with the Documentation, and that You will not interfere or tamper with the normal operation of such digital certificates or receipts, including but not limited to any falsification or other misuse.

7.3 Distribution on Registered Devices (Ad Hoc Distribution)

Subject to the terms and conditions of this Agreement, You may also distribute Your Applications for iOS, watchOS, iPadOS, tvOS, and visionOS to individuals within Your company, organization, educational institution, group, or who are otherwise affiliated with You for use on a limited number of Registered Devices (as specified in the Program web portal), if Your Application has been digitally signed using Your Apple Certificate as described in this Agreement. By distributing Your

Application in this manner on Registered Devices, You represent and warrant to Apple that Your Application complies with the Documentation and Program Requirements then in effect and You agree to cooperate with Apple and to answer questions and provide information about Your Application, as reasonably requested by Apple. You also agree to be solely responsible for determining which individuals within Your company, organization, educational institution or affiliated group should have access to and use of Your Applications and Registered Devices, and for managing such Registered Devices. Apple shall not be responsible for any costs, expenses, damages, losses (including without limitation lost business opportunities or lost profits) or other liabilities You may incur as a result of distributing Your Applications in this manner, or for Your failure to adequately manage, limit or otherwise control the access to and use of Your Applications and Registered Devices. You will be responsible for attaching or otherwise including, at Your discretion, any relevant usage terms with Your Applications. Apple will not be responsible for any violations of Your usage terms. You will be solely responsible for all user assistance, warranty and support of Your Applications.

7.4 TestFlight Distribution

A. Internal Distribution to Authorized Developers and App Store Connect Users

You may use TestFlight for internal distribution of pre-release versions of Your Applications to a limited number (as specified on the TestFlight developer website) of Your Authorized Developers or Your App Store Connect users who are members of Your company or organization, but solely for their internal use in testing, evaluating and/or developing Your Applications. Apple reserves the right to require You to cease distribution of such Applications to Your Authorized Developers or Your App Store Connect users through TestFlight, or to any particular Authorized Developer or App Store Connect user, at any time in its sole discretion.

B. External Distribution to Beta Testers

You may also use TestFlight for external distribution of pre-release versions of Your Applications to a limited number of Beta Testers (as specified on the TestFlight developer website), but solely for their testing and evaluation of such pre-release versions of Your Applications and only if Your Application has been approved for such distribution by Apple as set forth in **Section 6.5 (TestFlight Submission)**. You may not charge Your Beta Testers fees of any kind to participate in Apple's TestFlight or for the use of any such pre-release versions. Any digital purchases offered in Your Application distributed through TestFlight (whether through the In-App Purchase API or otherwise), or resulting immediately from a link out of such Application, must be for no charge to the end user and must be for beta testing purposes only. You may not use TestFlight for purposes that are not related to improving the quality, performance, or usability of pre-release versions of Your Application (e.g., continuous distribution of demo versions of Your Application in an attempt to circumvent the App Store or providing trial versions of Your Applications for purposes of soliciting favorable App Store ratings are prohibited uses). Further, if Your Application is primarily intended for children, You must verify that Your Beta Testers are of the age of majority in their jurisdiction. If You choose to add Beta Testers to TestFlight, then You are assuming responsibility for any invitations sent to such end users (e.g., via email, public links) and for obtaining their consent to contact them. Apple will use the email addresses that You provide through TestFlight only for purposes of sending invitations to such end users via TestFlight. By uploading email addresses for the purposes of sending invites to Beta Testers, You warrant that You have an appropriate legal basis for using such emails addresses for the purposes of sending invites. If a Beta Tester requests that You stop contacting them (either through TestFlight or otherwise), then You agree to promptly do so.

C. Use of TestFlight Information

To the extent that TestFlight provides You with beta analytics information about Your end user's use of pre-release versions of Your Application (e.g., installation time, frequency of an individual's use of an App, etc.) and/or other related information (e.g. tester suggestions, feedback, screenshots), You agree to use such data solely for purposes of improving Your Applications and related products. You agree not to provide such information to any third parties, except for a Service Provider who is assisting You in processing and analyzing such data on Your behalf and

who is not permitted to use it for any other purpose or disclose it to any other party (and then only to the limited extent not prohibited by Apple). For clarity, You must not aggregate (or permit any third party to aggregate) beta analytics information provided to You by Apple for Your Applications as part of TestFlight with other developers' beta analytics information, or contribute such information to a repository for cross-developer beta analytics information. Further, You must not use any beta analytics information provided through TestFlight for purposes of de-anonymizing information obtained from or regarding a particular device or end user outside of TestFlight (e.g., You may not attempt to connect data gathered through TestFlight for a particular end user with information that is provided in an anonymized form through Apple's analytics service).

Libraries:

7.5 Distribution of Libraries

You can develop Libraries using the Apple Software. Notwithstanding anything to the contrary in the Xcode and Apple SDKs Agreement or the Swift Playgrounds Agreement, under this Agreement You may develop Libraries for iOS, watchOS, iPadOS, tvOS, and/or visionOS using the applicable Apple SDKs that are provided as part of the Xcode and Apple SDKs license or Swift Playgrounds license, provided that any such Libraries are developed and distributed solely for use with an Apple-branded product and that You limit use of such Libraries only to use with such products. If Apple determines that Your Library is not designed for use with an Apple-branded product, then Apple may require You to cease distribution of Your Library at any time, and You agree to promptly cease all distribution of such Library upon notice from Apple and cooperate with Apple to remove any remaining copies of such Library. For clarity, the foregoing limitation is not intended to prohibit the development of libraries for macOS.

7.6 No Other Distribution Authorized Under this Agreement

Except for the distribution of Licensed Applications through the App Store or Custom App Distribution in accordance with **Sections 7.1** and **7.2**, the distribution of Applications for use on Registered Devices as set forth in **Section 7.3** (Ad Hoc Distribution), the distribution of Applications for beta testing through TestFlight as set forth in **Section 7.4**, the distribution of Libraries in accordance with **Section 7.5**, the distribution of Passes in accordance with Attachment 5, the delivery of Safari Push Notifications on macOS, the distribution of Safari Extensions on macOS, the distribution of Applications and libraries developed for macOS, and/or as otherwise permitted herein, no other distribution of programs or applications developed using the Apple Software is authorized or permitted hereunder. In the absence of a separate agreement with Apple, You agree not to distribute Your Application for iOS, iPadOS, tvOS, visionOS, or watchOS to third parties via other distribution methods or to enable or permit others to do so. You agree to distribute Your Covered Products only in accordance with the terms of this Agreement.

7.7 Icon and Widget Customization

You agree that end users may modify the color and transparency of the icons and widgets associated with Your Applications and display them (including with the modifications) on their device. Additionally, You agree that Apple may modify the color, transparency, and look-and-feel of icons and widgets associated with Your Applications; and unless You inform Apple otherwise in writing, Apple may use or display (including with the modifications) such icons and widgets in Apple marketing materials, developer documentation, and at Apple Developer events (e.g. WWDC, Meet with Apple Experts).

7.8 The Apple Games App

On iOS and/or iPadOS, if Your Licensed Application distributed through the App Store sets its primary app category as Games, and/or uses the Game Center service, You agree that its Licensed Application Information may be used for displaying Your Licensed Application in the Apple Games app, and for launching it from the Apple Games app. Notwithstanding any other

terms in this Agreement (including any addenda), this provision applies only to Licensed Applications distributed through the App Store.

On macOS, if Your Application is notarized under **Section 5.3** and is a game, You agree that Your Application icon may be used to display Your Application in the Apple Games app, and for launching it from the Apple Games app.

On iOS, iPadOS, and/or macOS, if Your Application is distributed through TestFlight or Ad Hoc distribution and uses the Game Center service, You agree that Your Application icon may be used to display Your Application in the Apple Games app, and for launching it from the Apple Games app.

8. Program Fees

As consideration for the rights and licenses granted to You under this Agreement and Your participation in the Program, You agree to pay Apple the annual Program fee set forth on the Program website, unless You have received a valid fee waiver from Apple. Such fee is non-refundable, and any taxes that may be levied on the Apple Software, Apple Services or Your use of the Program shall be Your responsibility. Your Program fees must be paid up and not in arrears at the time You submit (or resubmit) Applications to Apple under this Agreement, and Your continued use of the Program web portal and Services is subject to Your payment of such fees, where applicable. If You opt-in to have Your annual Program fees paid on an auto-renewing basis, then You agree that Apple may charge the credit card that You have on file with Apple for such fees, subject to the terms You agree to on the Program web portal when You choose to enroll in an auto-renewing membership.

If You pay for Your Program fees through the Apple Developer app, the terms of Attachment 9 (Additional Terms for Subscriptions Purchased Through the Apple Developer App) also apply.

9. Confidentiality

9.1 Information Deemed Apple Confidential

You agree that all pre-release versions of the Apple Software and Apple Services (including pre-release Documentation), pre-release versions of Apple hardware, and the FPS Deployment Package will be deemed "Apple Confidential Information"; provided however that upon the commercial release of the Apple Software the terms and conditions that disclose pre-release features of the Apple Software or services will no longer be confidential. Notwithstanding the foregoing, Apple Confidential Information will not include: (i) information that is generally and legitimately available to the public through no fault or breach of Yours, (ii) information that is generally made available to the public by Apple, (iii) information that is independently developed by You without the use of any Apple Confidential Information, (iv) information that was rightfully obtained from a third party who had the right to transfer or disclose it to You without limitation, or (v) any FOSS included in the Apple Software and accompanied by licensing terms that do not impose confidentiality obligations on the use or disclosure of such FOSS. Further, Apple agrees that You will not be bound by the foregoing confidentiality terms with regard to technical information about pre-release Apple Software and services disclosed by Apple at WWDC (Apple's Worldwide Developers Conference), except that You may not post screenshots of, write public reviews of, or redistribute any pre-release Apple Software, Apple Services or hardware.

9.2 Obligations Regarding Apple Confidential Information

You agree to protect Apple Confidential Information using at least the same degree of care that You use to protect Your own confidential information of similar importance, but no less than a reasonable degree of care. You agree to use Apple Confidential Information solely for the purpose of exercising Your rights and performing Your obligations under this Agreement and agree not to use 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: (i) those of Your employees and

contractors, or those of Your faculty and staff if You are an educational institution, 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; or (ii) except as otherwise agreed or permitted in writing by Apple. You may disclose Apple Confidential Information to the extent required by law, provided that You take reasonable steps to notify Apple of such requirement before disclosing the Apple Confidential Information and to obtain protective treatment of the Apple Confidential Information. You acknowledge that damages for improper disclosure of Apple Confidential Information may be irreparable; therefore, Apple is entitled to seek equitable relief, including injunction and preliminary injunction, in addition to all other remedies.

9.3 Information Submitted to Apple Not Deemed Confidential

Apple works with many application and software developers and some of their products may be similar to or compete with Your Applications. Apple may also be developing its own similar or competing applications and products or may decide to do so in the future. To avoid potential misunderstandings and except as otherwise expressly set forth herein, Apple cannot agree, and expressly disclaims, any confidentiality obligations or use restrictions, express or implied, with respect to any information that You may provide in connection with this Agreement or the Program, including but not limited to information about Your Application, Licensed Application Information, and metadata (such disclosures will be referred to as "**Licensee Disclosures**"). You agree that any such Licensee Disclosures will be **non-confidential**. Except as otherwise expressly set forth herein, Apple will be free to use and disclose any Licensee Disclosures on an unrestricted basis without notifying or compensating You. You release Apple from all liability and obligations that may arise from the receipt, review, use, or disclosure of any portion of any Licensee Disclosures. Any physical materials You submit to Apple will become Apple property and Apple will have no obligation to return those materials to You or to certify their destruction.

9.4 Press Releases and Other Publicity

You may not issue any press releases or make any other public statements regarding this Agreement, its terms and conditions, or the relationship of the parties without Apple's express prior written approval, which may be withheld at Apple's discretion.

10. Indemnification

To the extent permitted by applicable law, You agree to indemnify and hold harmless, and upon Apple's request, defend, Apple, its directors, officers, employees, independent contractors and agents (each an "Apple Indemnified Party") from any and all claims, losses, liabilities, damages, taxes, expenses and costs, including without limitation, attorneys' fees and court costs (collectively, "Losses"), incurred by such Apple Indemnified Party and arising from or related to any of the following (but excluding for purposes of this Section, any Application for macOS that is distributed outside of the App Store and does not use any Apple Services or Certificates): (i) Your breach of any certification, covenant, obligation, representation or warranty in this Agreement, including Schedule 2 and Schedule 3 (if applicable); (ii) any claims that Your Covered Product, or Corresponding Product or the distribution, sale, offer for sale, use or importation of Your Covered Product or Corresponding Product (whether alone or as an essential part of a combination), Licensed Application Information, metadata, or Pass Information violate or infringe any third-party IP Rights or proprietary rights; (iii) Your breach of any of Your obligations under the EULA (as defined in Schedule 1 or Schedule 2 or Schedule 3 (if applicable)) for Your Licensed Application; (iv) Apple's permitted use, promotion or delivery of Your Licensed Application, Licensed Application Information, Safari Push Notification, Safari Extension (if applicable), Pass, Pass Information, metadata, related trademarks and logos, or images and other materials that You provide to Apple under this Agreement, including Schedule 2 or Schedule 3 (if applicable); (v) any claims, including but not limited to any end-user claims, regarding Your Covered Products, Your Corresponding Products, Licensed Application Information, Pass Information, or related logos, trademarks, content or images; (vi) Your use (including Your Authorized Developers' use) of the Apple Software or Services, Your Licensed Application Information, Pass Information, metadata, Your Authorized Test Units, Your Registered Devices, Your Covered Products, Your

Corresponding Products, Configuration Profiles, or Your development and distribution of any of the foregoing; or (vii) any MDM Customer claims about Your MDM Compatible Products, as well as any claims that Your MDM Compatible Products violate or infringe any third-party IP Rights or proprietary rights.

You acknowledge that neither the Apple Software nor any Services are intended for use in the development of Covered Products or Corresponding Products in which errors or inaccuracies in the content, functionality, services, data or information provided by any of the foregoing or the failure of any of the foregoing, could lead to death, personal injury, or severe physical or environmental damage, and, to the extent permitted by law, You hereby agree to indemnify, defend and hold harmless each Apple Indemnified Party from any Losses incurred by such Apple Indemnified Party by reason of any such use.

In no event may You enter into any settlement or like agreement with a third party that affects Apple's rights or binds Apple in any way, without the prior written consent of Apple.

11. Term and Termination

11.1 Term

The Term of this Agreement shall extend until the one (1) year anniversary of the original activation date of Your Program account. Thereafter, subject to Your payment of annual renewal fees and compliance with the terms of this Agreement, the Term will automatically renew for successive one (1) year terms, unless sooner terminated in accordance with this Agreement.

11.2 Termination

This Agreement and all rights and licenses granted by Apple hereunder and any services provided hereunder will terminate, effective immediately upon notice from Apple:
(a) if You or any of Your Authorized Developers fail to comply with any term of this Agreement other than those set forth below in this **Section 11.2** and fail to cure such breach within 30 days after becoming aware of or receiving notice of such breach;
(b) if You or any of Your Authorized Developers fail to comply with the terms of **Section 9 (Confidentiality)**;
(c) in the event of the circumstances described in the subsection entitled "Severability" below;
(d) if You, at any time during the Term, commence an action for patent infringement against Apple;
(e) if You become insolvent, fail to pay Your debts when due, dissolve or cease to do business, file for bankruptcy, or have filed against You a petition in bankruptcy;
(f) if You or any entity or person that directly or indirectly controls You, is under common control with You (where "control" has the meaning defined in Section 14.8), or that You develop apps for the facilitation of dealings with, are or become subject to sanctions or other restrictions in the countries or regions available in App Store Connect; or
(g) if You engage, or encourage others to engage, in any misleading, fraudulent, improper, unlawful or dishonest act relating to this Agreement, including, but not limited to, misrepresenting the nature of Your Application (e.g., hiding or trying to hide functionality from Apple's review, falsifying consumer reviews for Your Application, engaging in payment fraud, etc.).

Apple may also terminate this Agreement, or suspend Your rights to use the Apple Software or services, if You fail to accept any new Program Requirements or Agreement terms as described in **Section 4**. Either party may terminate this Agreement for its convenience, for any reason or no reason, effective 30 days after providing the other party with written notice of its intent to terminate.

11.3 Effect of Termination

Upon the termination of this Agreement for any reason, You agree to immediately cease all use of the Apple Software and services and erase and destroy all copies, full or partial, of the Apple Software and any information pertaining to the services (including Your Push Application ID) and

all copies of Apple Confidential Information in Your and Your Authorized Developers' possession or control. At Apple's request, You agree to provide written certification of such destruction to Apple. Upon the expiration of the Delivery Period defined and set forth in Schedule 1, all Licensed Applications and Licensed Application Information in Apple's possession or control shall be deleted or destroyed within a reasonable time thereafter, excluding any archival copies maintained in accordance with Apple's standard business practices or required to be maintained by applicable law, rule or regulation. The following provisions shall survive any termination of this Agreement: Sections 1, 2.3, 2.5, 2.6, 3.1(d), 3.1(e), 3.1(f), 3.2, and 3.3, the second paragraph of Section 5.1 (excluding the last two sentences other than the restrictions, which shall survive), the third paragraph of Section 5.1, the last sentence of the first paragraph of Section 5.3 and the limitations and restrictions of Section 5.3, Section 5.4, the first sentence of and the restrictions of Section 6.6, the restrictions of Section 6.7, the second paragraph of Section 6.9, Section 7.1 (Schedule 1 for the Delivery Period), the restrictions of Section 7.3, 7.4, and 7.5, Section 7.6, Section 9 through 14 inclusive; within Attachment 1, the last sentence of Section 1.1, Section 2, Section 3.2 (but only for existing promotions), the second and third sentences of Section 4, Section 5, and Section 6; within Attachment 2, Sections 1.3, 2, 3, 4, 5, 6, and 7; within Attachment 3, Sections 1, 2 (except the second sentence of Section 2.1), 3 and 4; within Attachment 4, Sections 1.2, 1.5, 1.6, 2, 3, and 4; within Attachment 5, Sections 2.2, 2.3, 2.4 (but only for existing promotions), 3.3, and 5; within Attachment 6, Sections 1.2, 1.3, 2, 3, and 4; within Attachment 7, Section 1.1 and Section 1.2; and Attachment 8. Apple will not be liable for compensation, indemnity, or damages of any sort as a result of terminating this Agreement in accordance with its terms, and termination of this Agreement will be without prejudice to any other right or remedy Apple may have, now or in the future.

12. NO WARRANTY

The Apple Software or Services may contain inaccuracies or errors that could cause failures or loss of data and it may be incomplete. Apple and its licensors reserve the right to change, suspend, remove, or disable access to any Services (or any part thereof) at any time without notice. In no event will Apple or its licensors be liable for the removal of or disabling of access to any such Services. Apple or its licensors may also impose limits on the use of or access to certain Services, or may remove the Services for indefinite time periods, or cancel the Services at any time, and in any case and without notice or liability. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, YOU EXPRESSLY ACKNOWLEDGE AND AGREE THAT USE OF THE APPLE SOFTWARE, SECURITY SOLUTION, AND ANY SERVICES IS AT YOUR SOLE RISK AND THAT THE ENTIRE RISK AS TO SATISFACTORY QUALITY, PERFORMANCE, ACCURACY AND EFFORT IS WITH YOU. THE APPLE SOFTWARE, SECURITY SOLUTION, AND ANY SERVICES ARE PROVIDED "AS IS" AND "AS AVAILABLE", WITH ALL FAULTS AND WITHOUT WARRANTY OF ANY KIND, AND APPLE, APPLE'S AGENTS AND APPLE'S LICENSORS (**COLLECTIVELY REFERRED TO AS "APPLE" FOR THE PURPOSES OF SECTIONS 12 AND 13**) HEREBY DISCLAIM ALL WARRANTIES AND CONDITIONS WITH RESPECT TO THE APPLE SOFTWARE, SECURITY SOLUTION, AND SERVICES, EITHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING WITHOUT LIMITATION THE IMPLIED WARRANTIES AND CONDITIONS OF MERCHANTABILITY, SATISFACTORY QUALITY, FITNESS FOR A PARTICULAR PURPOSE, ACCURACY, TIMELINESS, AND NON-INFRINGEMENT OF THIRD PARTY RIGHTS. APPLE DOES NOT WARRANT AGAINST INTERFERENCE WITH YOUR ENJOYMENT OF THE APPLE SOFTWARE, SECURITY SOLUTION, OR SERVICES, THAT THE APPLE SOFTWARE, SECURITY SOLUTION, OR SERVICES WILL MEET YOUR REQUIREMENTS, THAT THE OPERATION OF THE APPLE SOFTWARE, SECURITY SOLUTION, OR THE PROVISION OF SERVICES WILL BE UNINTERRUPTED, TIMELY, SECURE OR ERROR-FREE, THAT DEFECTS OR ERRORS IN THE APPLE SOFTWARE, SECURITY SOLUTION, OR SERVICES WILL BE CORRECTED, OR THAT THE APPLE SOFTWARE, SECURITY SOLUTION, OR SERVICES WILL BE COMPATIBLE WITH FUTURE APPLE PRODUCTS, SERVICES OR SOFTWARE OR ANY THIRD-PARTY SOFTWARE, APPLICATIONS, OR SERVICES, OR THAT ANY INFORMATION PROCESSED, STORED, OR TRANSMITTED THROUGH ANY APPLE

SOFTWARE OR SERVICES WILL NOT BE LOST, CORRUPTED OR DAMAGED. YOU ACKNOWLEDGE THAT THE APPLE SOFTWARE AND SERVICES ARE NOT INTENDED OR SUITABLE FOR USE IN SITUATIONS OR ENVIRONMENTS WHERE ERRORS, DELAYS, FAILURES OR INACCURACIES IN THE PROCESSING, TRANSMISSION, OR STORAGE OF DATA OR INFORMATION BY OR THROUGH THE APPLE SOFTWARE OR SERVICES COULD LEAD TO DEATH, PERSONAL INJURY, OR FINANCIAL, PHYSICAL, PROPERTY OR ENVIRONMENTAL DAMAGE, INCLUDING WITHOUT LIMITATION THE OPERATION OF NUCLEAR FACILITIES, AIRCRAFT NAVIGATION OR COMMUNICATION SYSTEMS, AIR TRAFFIC CONTROL, LIFE SUPPORT OR WEAPONS SYSTEMS. NO ORAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY APPLE OR AN APPLE AUTHORIZED REPRESENTATIVE WILL CREATE A WARRANTY NOT EXPRESSLY STATED IN THIS AGREEMENT. SHOULD THE APPLE SOFTWARE, SECURITY SOLUTION, OR SERVICES PROVE DEFECTIVE, YOU ASSUME THE ENTIRE COST OF ALL NECESSARY SERVICING, REPAIR OR CORRECTION. Location data as well as any maps data provided by any Services or software is for basic navigational purposes only and is not intended to be relied upon in situations where precise location information is needed or where erroneous, inaccurate or incomplete location data may lead to death, personal injury, property or environmental damage. Neither Apple nor any of its licensors guarantees the availability, accuracy, completeness, reliability, or timeliness of location data or any other data or information displayed by any Services or software.

13. LIMITATION OF LIABILITY

TO THE EXTENT NOT PROHIBITED BY APPLICABLE LAW, IN NO EVENT WILL APPLE BE LIABLE FOR PERSONAL INJURY, OR ANY INCIDENTAL, SPECIAL, INDIRECT, CONSEQUENTIAL OR PUNITIVE DAMAGES WHATSOEVER, INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF PROFITS, LOSS OF DATA, BUSINESS INTERRUPTION OR ANY OTHER COMMERCIAL DAMAGES OR LOSSES, ARISING OUT OF OR RELATED TO THIS AGREEMENT, YOUR USE OR INABILITY TO USE THE APPLE SOFTWARE, SECURITY SOLUTION, SERVICES, APPLE CERTIFICATES, OR YOUR DEVELOPMENT EFFORTS OR PARTICIPATION IN THE PROGRAM, HOWEVER CAUSED, WHETHER UNDER A THEORY OF CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE), PRODUCTS LIABILITY, OR OTHERWISE, EVEN IF APPLE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND NOTWITHSTANDING THE FAILURE OF ESSENTIAL PURPOSE OF ANY REMEDY. In no event shall Apple's total liability to You under this Agreement for all damages (other than as may be required by applicable law in cases involving personal injury) exceed the amount of fifty dollars ($50.00).

14. General Legal Terms

14.1 Third-Party Notices

Portions of the Apple Software or Services may utilize or include third-party software and other copyrighted material. Acknowledgements, licensing terms and disclaimers for such material are contained in the electronic documentation for the Apple Software and Services, and Your use of such material is governed by their respective terms.

14.2 Consent to Collection and Use of Data

A. Pre-Release Versions of iOS, watchOS, tvOS, visionOS, iPadOS, and macOS

In order to provide, test and help Apple, its partners, and third-party developers improve their products and services, and unless You or Your Authorized Developers opt out in the pre-release versions of iOS, watchOS, tvOS, iPadOS, visionOS, or macOS, as applicable, You acknowledge that Apple and its subsidiaries and agents will be collecting, using, storing, transmitting, processing and analyzing (collectively, "**Collecting**") diagnostic, technical, and usage logs and information from Your Authorized Test Units (that are running pre-release versions of the Apple Software and services) as part of the developer seeding process. This information will be Collected in a form that does not personally identify You or Your Authorized Developers and may be Collected from Your Authorized Test Units at any time. The information that would be

Collected includes, but is not limited to, general diagnostic and usage data, various unique device identifiers, various unique system or hardware identifiers, details about hardware and operating system specifications, performance statistics, and data about how You use Your Authorized Test Unit, system and application software, and peripherals, and, if Location Services is enabled, certain location information. You agree that Apple may share such diagnostic, technical, and usage logs and information with partners and third-party developers for purposes of allowing them to improve their products and services that operate on or in connection with Apple-branded products. **By installing or using pre-release versions of iOS, watchOS, tvOS, iPadOS, visionOS, or macOS on Your Authorized Test Units, You acknowledge and agree that Apple and its subsidiaries and agents have Your permission to Collect all such information and use it as set forth above in this Section.**

B. Other Pre-Release Apple Software and Services

In order to test, provide and improve Apple's products and services, and only if You choose to install or use other pre-release Apple Software or Services provided as part of the developer seeding process or Program, You acknowledge that Apple and its subsidiaries and agents may be Collecting diagnostic, technical, usage and related information from other pre-release Apple Software and Services. Apple will notify You about the Collection of such information on the Program web portal, and You should carefully review the release notes and other information disclosed by Apple in such location prior to choosing whether or not to install or use any such pre-release Apple Software or Services. **By installing or using such pre-release Apple Software and Services, You acknowledge and agree that Apple and its subsidiaries and agents have Your permission to Collect any and all such information and use it as set forth above.**

C. Device Deployment Services

In order to set up and use the device provisioning, account authentication, and deployment features of the Apple Software and Services, certain unique identifiers for Your Apple-branded products and account information may be needed. These unique identifiers may include Your email address, Your Apple Account, a hardware identifier for Your computer, and device identifiers entered by You into the Apple Software or Services for such Apple-branded products. Such identifiers may be logged in association with Your interaction with the Service and Your use of these features and the Apple Software and Services. **By using these features, You agree that Apple and its subsidiaries and agents may Collect this information for the purpose of providing the Apple Software and Services, including using such identifiers for account verification and anti-fraud measures.** If You do not want to provide this information, do not use the provisioning, deployment or authentication features of the Apple Software or Services.

D. Apple Services

In order to test, provide and improve Apple's products and services, and only if You choose to use the Services provided hereunder (and except as otherwise provided herein), You acknowledge that Apple and its subsidiaries and agents may be Collecting diagnostic, technical, usage and related information from the Apple Services. Some of this information will be Collected in a form that does not personally identify You. However, in some cases, Apple may need to Collect information that would personally identify You, but only if Apple has a good faith belief that such Collection is reasonably necessary to: (a) provide the Apple Services; (b) comply with legal process or request; (c) verify compliance with the terms of this Agreement; (d) prevent fraud, including investigating any potential technical issues or violations; or (e) protect the rights, property, security or safety of Apple, its developers, customers or the public as required or permitted by law. **By installing or using such Apple Services, You acknowledge and agree that Apple and its subsidiaries and agents have Your permission to Collect any and all such information and use it as set forth in this Section.** Further, You agree that Apple may share the diagnostic, technical, and usage logs and information (excluding personally identifiable information) with partners and third-party developers for purposes of allowing them to improve their products and services that operate on or in connection with Apple-branded products.

E. Privacy Policy
Data collected pursuant to this **Section 14.2** will be treated in accordance with Apple's Privacy Policy which can be viewed at https://www.apple.com/legal/privacy.

14.3 Assignment; Relationship of the Parties
This Agreement may not be assigned, nor may any of Your obligations under this Agreement be delegated, in whole or in part, by You by operation of law, merger, or any other means without Apple's express prior written consent and any attempted assignment without such consent will be null and void. To submit a request for Apple's consent to assignment, please log into your account at https://developer.apple.com and follow the steps under Membership. Except for the agency appointment as specifically set forth in Schedule 1 (if applicable), this Agreement will not be construed as creating any other agency relationship, or a partnership, joint venture, fiduciary duty, or any other form of legal association between You and Apple, and You will not represent to the contrary, whether expressly, by implication, appearance or otherwise. This Agreement is not for the benefit of any third parties.

14.4 Independent Development
Nothing in this Agreement will impair Apple's right to develop, acquire, license, market, promote, or distribute products or technologies that perform the same or similar functions as, or otherwise compete with, Licensed Applications, Covered Products, Corresponding Products or any other products or technologies that You may develop, produce, market, or distribute.

14.5 Notices
Any notices relating to this Agreement shall be in writing, except as otherwise set forth in **Section 14.3**. Notices will be deemed given by Apple when sent to You at the email address or mailing address You provided during the sign-up process. Except as set forth in **Section 14.3**, all notices to Apple relating to this Agreement will be deemed given (a) when delivered personally, (b) three business days after having been sent by commercial overnight carrier with written proof of delivery, and (c) five business days after having been sent by first class or certified mail, postage prepaid, to this Apple address: Developer Relations Legal, Apple Inc., One Apple Park Way, 37-2ISM, Cupertino, California, 95014 U.S.A. You consent to receive notices by email and agree that any such notices that Apple sends You electronically will satisfy any legal communication requirements. A party may change its email or mailing address by giving the other written notice as described above.

14.6 Severability
If a court of competent jurisdiction finds any clause of this Agreement to be unenforceable for any reason, that clause of this Agreement shall be enforced to the maximum extent permissible so as to effect the intent of the parties, and the remainder of this Agreement shall continue in full force and effect. However, if applicable law prohibits or restricts You from fully and specifically complying with, or appointing Apple and Apple Subsidiaries as Your agent under Schedule 1 or the Sections of this Agreement entitled "Internal Use License and Restrictions", "Your Obligations" or "Apple Certificates; Revocation", or prevents the enforceability of any of those Sections or Schedule 1, this Agreement will immediately terminate and You must immediately discontinue any use of the Apple Software as described in the Section entitled "Term and Termination."

14.7 Waiver and Construction
Failure by Apple to enforce any provision of this Agreement shall not be deemed a waiver of future enforcement of that or any other provision. Any laws or regulations that provide that the language of a contract will be construed against the drafter will not apply to this Agreement. Section headings are for convenience only and are not to be considered in construing or interpreting this Agreement.

14.8 Export Control

A. You may not use, export, re-export, import, sell, release, or transfer the Apple Software, Services, or Documentation except as authorized by United States law, the laws of the jurisdiction in which You obtained the Apple Software, and any other applicable laws and regulations. In particular, but without limitation, the Apple Software, Services, source code, technology, and Documentation (collectively referred to as "Apple Technology" for purposes of this Section 14.8) may not be exported, or re-exported, transferred, or released (a) into any U.S. embargoed countries or regions or (b) to, or for the facilitation of dealings with, anyone on the U.S. Treasury Department's list of Specially Designated Nationals or the U.S. Department of Commerce's Denied Persons List or on any other restricted party lists. By using the Apple Technology, You represent and warrant that You are not located in any such country or region or on any such list. You also agree that You will not use the Apple Technology, including any pre-release versions thereof, for any purposes prohibited by United States law, including, without limitation, the development, design, manufacture or production of nuclear, missile, chemical or biological weapons or any other military end uses as defined in 15 C.F.R. § 744. You certify that pre-release versions of the Apple Technology will only be used for development and testing purposes, and will not be rented, sold, leased, sublicensed, assigned, or otherwise transferred. Further, You certify that You will not sell, transfer or export any product, process or service that is a direct product of such pre-release Apple Technology.

B. You represent and warrant that You and any entity or person that directly or indirectly controls You, or is under common control with You, are not: (a) on any sanctions lists in the countries or regions available in App Store Connect, (b) doing business in any of the US embargoed countries or regions, and (c) a military end user as defined and scoped in 15 C.F.R § 744. As used in this Section 14.8, "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.

14.9 Government End Users

The Apple Software and Documentation are "Commercial Products", as that term is defined at 48 C.F.R. §2.101, consisting of "Commercial Computer Software" and "Commercial Computer Software Documentation", as such terms are used in 48 C.F.R. §12.212 or 48 C.F.R. §227.7202, as applicable. Consistent with 48 C.F.R. §12.212 or 48 C.F.R. §227.7202-1 through 227.7202-4, as applicable, the Commercial Computer Software and Commercial Computer Software Documentation are being licensed to U.S. Government end users (a) only as Commercial Products and (b) with only those rights as are granted to all other end users pursuant to the terms and conditions herein. Unpublished-rights reserved under the copyright laws of the United States.

14.10 Dispute Resolution; Governing Law

Any litigation or other dispute resolution between You and Apple (other than a challenge to a patent right before a patent office) arising out of or relating to this Agreement, the Apple Software, or Your relationship with Apple will take place in the Northern District of California, and You and Apple hereby consent to the personal jurisdiction of and exclusive venue in the state and federal courts within that District with respect any such litigation or dispute resolution. This Agreement will be governed by and construed in accordance with the laws of the United States and the State of California, except that body of California law concerning conflicts of law. Notwithstanding the foregoing:

(a) If You are an agency, instrumentality or department of the federal government of the United States, then this Agreement shall be governed in accordance with the laws of the United States of America, and in the absence of applicable federal law, the laws of the State of California will apply. Further, and notwithstanding anything to the contrary in this Agreement (including but not limited to **Section 10 (Indemnification)**, all claims, demands, complaints and disputes will be subject to the Contract Disputes Act (41 U.S.C. §§601-613), the Tucker Act (28 U.S.C. § 1346(a) and § 1491), or the Federal Tort Claims Act (28 U.S.C. §§ 1346(b), 2401-2402, 2671-2672, 2674-

2680), as applicable, or other applicable governing authority. For the avoidance of doubt, if You are an agency, instrumentality, or department of the federal, state or local government of the U.S. or a U.S. public and accredited educational institution, then Your indemnification obligations are only applicable to the extent they would not cause You to violate any applicable law (e.g., the Anti-Deficiency Act), and You have any legally required authorization or authorizing statute;
(b) If You (as an entity entering into this Agreement) are a U.S. public and accredited educational institution or an agency, instrumentality, or department of a state or local government within the United States, then (a) this Agreement will be governed and construed in accordance with the laws of the state (within the U.S.) in which Your entity is domiciled, except that body of state law concerning conflicts of law; and (b) any litigation or other dispute resolution between You and Apple arising out of or relating to this Agreement, the Apple Software, or Your relationship with Apple will take place in federal court within the Northern District of California, and You and Apple hereby consent to the personal jurisdiction of and exclusive venue of such District unless such consent is expressly prohibited by the laws of the state in which Your entity is domiciled; (c) If You are an international, intergovernmental organization that has been conferred immunity from the jurisdiction of national courts through Your intergovernmental charter or agreement, then any controversy or claim arising out of or relating to this Agreement, or the breach thereof, shall be determined by arbitration under the Rules of Arbitration of the International Chamber of Commerce (the "ICC Rules") in effect at the time of applying for arbitration by three arbitrators appointed in accordance with such rules, and will be conducted according to the International Bar Association (IBA) Rules on the Taking of Evidence in International Arbitration. The place of arbitration shall be London, England. The arbitration shall be conducted in English. Upon Apple's request, You agree to provide evidence of Your status as an intergovernmental organization with such privileges and immunities; and
(d) If You have a European Relationship with Apple and/or Apple Distribution International Ltd., any European Relationship Claims between You and Apple and/or Apple Distribution International Ltd. shall be subject to the exclusive jurisdiction of the courts of Ireland. This **Section 14.10(d)**, and any non-contractual obligations arising out of or in connection with the European Relationship shall be governed by and construed in accordance with Irish law. In the event of any conflict, this **Section 14.10(d)** shall take priority over any other jurisdiction and/or governing law agreement between You and Apple and/or Apple Distribution International Ltd. Nothing in this **Section 14.10(d)** shall affect the rights of Apple or Apple Distribution International Ltd. to bring any claim or proceedings in any jurisdiction under the law applicable in that jurisdiction in relation to the violation, misappropriation or infringement of any IP Rights.

This Agreement shall not be governed by the United Nations Convention on Contracts for the International Sale of Goods, the application of which is expressly excluded.

14.11 Entire Agreement; Governing Language

This Agreement constitutes the entire agreement between the parties with respect to the use of the Apple Software, Apple Services and Apple Certificates licensed hereunder and, except as otherwise set forth herein, supersedes all prior understandings and agreements regarding its subject matter. Notwithstanding the foregoing, to the extent that You are provided with pre-release materials under the Program and such pre-release materials are subject to a separate license agreement, You agree that the license agreement accompanying such materials in addition to **Section 9 (Confidentiality)** of this Agreement shall also govern Your use of such materials. If You have entered or later enter into the Xcode and Apple SDKs Agreement, this Apple Developer Program License Agreement will govern in the event of any inconsistencies between the two with respect to the same subject matter; provided, however, that this Apple Developer Program License Agreement is not intended to prevent You from exercising any rights granted to You in the Xcode and Apple SDKs Agreement in accordance with the terms and conditions set forth therein. If You have entered or later enter into the Swift Playgrounds Agreement, this Apple Developer Program License Agreement will govern in the event of any inconsistencies between the two with respect to the same subject matter; provided, however, that this Apple Developer Program License Agreement is not intended to prevent You from exercising any rights granted to You in the Swift Playgrounds Agreement in accordance with the terms and

conditions set forth therein. This Agreement may be modified only: (a) by a written amendment signed by both parties, or (b) to the extent expressly permitted by this Agreement (for example, by Apple by written or email notice to You). Any translation is provided as a courtesy to You, and in the event of a dispute between the English and any non-English version, the English version of this Agreement shall govern, to the extent not prohibited by local law in Your jurisdiction. If You are located in the province of Quebec, Canada or are a government organization within France, then the following clause applies to You: The parties hereby confirm that they have requested that this Agreement and all related documents be drafted in English. *Les parties ont exigé que le présent contrat et tous les documents connexes soient rédigés en anglais.*

Attachment 1

(to the Agreement)

Additional Terms for Apple Push Notification Service and Local Notifications

The following terms are in addition to the terms of the Agreement and apply to any use of the APN (Apple Push Notification Service):

1. Use of the APN and Local Notifications

1.1 You may use the APN only in Your Applications, Your Passes, and/or in sending Safari Push Notifications to the macOS desktop of users of Your Site who have opted in to receive Notifications through Safari on macOS. You, Your Application and/or Your Pass may access the APN only via the APN API and only if You have been assigned a Push Application ID by Apple. Except for a Service Provider who is assisting You with using the APN, You agree not to share Your Push Application ID with any third party. You understand that You will not be permitted to access or use the APN after expiration or termination of Your Agreement.

1.2 You are permitted to use the APN and the APN APIs only for the purpose of sending Push Notifications to Your Application, Your Pass, and/or to the macOS desktop of users of Your Site who have opted in to receive Notifications through Safari on macOS as expressly permitted by the Agreement, the APN Documentation and all applicable laws and regulations (including all intellectual property laws). You further agree that You must disclose to Apple any use of the APN as part of the submission process for Your Application.

1.3 You understand that before You send an end user any Push Notifications through the APN, the end user must consent to receive such Notifications. You agree not to disable, override or otherwise interfere with any Apple-implemented consent panels or any Apple system preferences for enabling or disabling Notification functionality. If the end user's consent to receive Push Notifications is denied or later withdrawn, You may not send the end user Push Notifications.

2. Additional Requirements

2.1 You may not use the APN or Local Notifications for the purpose of sending unsolicited messages to end users or for the purpose of phishing or spamming, including, but not limited to, engaging in any types of activities that violate anti-spamming laws and regulations, or that are otherwise improper, inappropriate or illegal. The APN and Local Notifications should be used for sending relevant messages to a user that provide a benefit (e.g., a response to an end user request for information, provision of pertinent information relevant to the Application).

2.2 You may not use the APN or Local Notifications for the purposes of advertising, product promotion, or direct marketing of any kind (e.g., up-selling, cross-selling, etc.), including, but not limited to, sending any messages to promote the use of Your Application or advertise the availability of new features or versions, unless the end user has explicitly opted in to receive them via consent language displayed in Your Application's user interface, and You provide a method in Your Application for the end user to opt out from receiving such messages. Notwithstanding the foregoing, You may use the APN or Local Notifications for promotional purposes in connection with Your Pass so long as such use is directly related to the Pass, e.g., a store coupon may be sent to Your Pass in Wallet.

2.3 You may not excessively use the overall network capacity or bandwidth of the APN, or unduly burden an Apple-branded product or an end user with excessive Push Notifications or Local Notifications, as may be determined by Apple in its reasonable discretion. In addition, You agree not to harm or interfere with Apple's networks or servers, or any third-party servers or networks connected to the APN, or otherwise disrupt other developers' use of the APN.

2.4 You may not use the APN or Local Notifications to send material that contains any obscene, pornographic, offensive or defamatory content or materials of any kind (text, graphics, images, photographs, sounds, etc.), or other content or materials that in Apple's reasonable judgment may be found objectionable by the end user of Your Application, Pass or Site.

2.5 You may not transmit, store or otherwise make available any material that contains viruses or any other computer code, files or programs that may harm, disrupt or limit the normal operation of the APN or an Apple-branded product, and You agree not to disable, spoof, hack or otherwise interfere with any security, digital signing, verification or authentication mechanisms that are incorporated in or used by the APN, or enable others to do so.

3. Additional Terms for Website Push IDs

3.1 Subject to the terms of this Agreement, You understand and agree that Safari Push Notifications that You send using Your Website Push ID must be sent under Your own name, trademark or brand (e.g., a user should know that the communication is coming from Your Site) and must include an icon, trademark, logo or other identifying mark for Your Site. You agree not to misrepresent or impersonate another Site or entity or otherwise mislead users about the originator of the Safari Push Notification. To the extent that You reference a third party's trademark or brand within Your Safari Push Notification, You represent and warrant that You have any necessary rights.

3.2 By enabling the APN and sending Safari Push Notifications for Your Site as permitted in this Agreement, You hereby permit Apple to use (i) screenshots of Your Safari Push Notifications on macOS; and (ii) trademarks and logos associated with such Notifications, for promotional purposes in Apple's marketing materials, excluding those portions which You do not have the right to use for promotional purposes and which You identify in writing to Apple. You also permit Apple to use images and other materials that You may provide to Apple, at Apple's reasonable request, for promotional purposes in marketing materials.

4. Delivery by the APN or via Local Notifications. You understand and agree that in order to provide the APN and make Your Push Notifications available on Apple-branded products, Apple may transmit Your Push Notifications across various public networks, in various media, and modify or change Your Push Notifications to comply with the technical and other requirements for connecting to networks or devices. You acknowledge and agree that the APN is not, and is not intended to be, a guaranteed or secure delivery service, and You shall not use or rely upon it as such. Further, as a condition to using the APN or delivering Local Notifications, You agree not to transmit sensitive personal or confidential information belonging to an individual (e.g., a social security number, financial account or transactional information, or any information where the individual may have a reasonable expectation of secure transmission) as part of any such Notification, and You agree to comply with any applicable notice or consent requirements with respect to any collection, transmission, maintenance, processing or use of an end user's personal information.

5. Your Acknowledgements. You acknowledge and agree that:

5.1 Apple may at any time, and from time to time, with or without prior notice to You (a) modify the APN, including changing or removing any feature or functionality, or (b) modify, deprecate, reissue or republish the APN APIs. You understand that any such modifications may require You to change or update Your Applications, Passes or Sites at Your own cost. Apple has no express or implied obligation to provide, or continue to provide, the APN and may suspend or discontinue all or any portion of the APN at any time. Apple shall not be liable for any losses, damages or costs of any kind incurred by You or any other party arising out of or related to any such service suspension or discontinuation or any such modification of the APN or APN APIs.

5.2 The APN is not available in all languages or in all countries or regions and Apple makes no representation that the APN is appropriate or available for use in any particular location. To the extent You choose to access and use the APN, You do so at Your own initiative and are responsible for compliance with any applicable laws, including but not limited to any local laws.

5.3 Apple provides the APN to You for Your use with Your Application, Pass, or Site, and does not provide the APN directly to any end user. You acknowledge and agree that any Push Notifications are sent by You, not Apple, to the end user of Your Application, Pass or Site, and You are solely liable and responsible for any data or content transmitted therein and for any such use of the APN. Further, You acknowledge and agree that any Local Notifications are sent by You, not Apple, to the end user of Your Application, and You are solely liable and responsible for any data or content transmitted therein.

5.4 Apple makes no guarantees to You in relation to the availability or uptime of the APN and is not obligated to provide any maintenance, technical or other support for the APN.

5.5 Apple reserves the right to remove Your access to the APN, limit Your use of the APN, or revoke Your Push Application ID at any time in its sole discretion.

5.6 Apple may monitor and collect information (including but not limited to technical and diagnostic information) about Your usage of the APN to aid Apple in improving the APN and other Apple products or services and to verify Your compliance with this Agreement; provided however that Apple will not access or disclose the content of any Push Notification unless Apple has a good faith belief that such access or disclosure is reasonably necessary to: (a) comply with legal process or request; (b) enforce the terms of this Agreement, including investigation of any potential violation hereof; (c) detect, prevent or otherwise address security, fraud or technical issues; or (d) protect the rights, property or safety of Apple, its developers, customers or the public as required or permitted by law. Notwithstanding the foregoing, You acknowledge and agree that iOS, iPadOS, macOS, and watchOS may access Push Notifications locally on a user's device solely for the purposes of responding to user requests and personalizing user experience and suggestions on device.

6. Additional Liability Disclaimer. APPLE SHALL NOT BE LIABLE FOR ANY DAMAGES OR LOSSES ARISING FROM ANY USE OF THE APN, INCLUDING ANY INTERRUPTIONS TO THE APN OR ANY USE OF NOTIFICATIONS, INCLUDING, BUT NOT LIMITED TO, ANY POWER OUTAGES, SYSTEM FAILURES, NETWORK ATTACKS, SCHEDULED OR UNSCHEDULED MAINTENANCE, OR OTHER INTERRUPTIONS.

Attachment 2
(to the Agreement)
Additional Terms for Use of the In-App Purchase API

1. Use of the In-App Purchase API

1.1 You may use the In-App Purchase API only to enable end users to access or receive content, functionality, or services that You make available for use within Your Application (e.g., digital books, additional game levels, access to a turn-by-turn map service). You may not use the In-App Purchase API to offer goods or services to be used exclusively outside of Your Application.

1.2 You must submit to Apple for review and approval all content, functionality, or services that You plan to provide through the use of the In-App Purchase API in accordance with these terms and the processes set forth in **Section 6 (Application Submission and Selection)** of the Agreement. For all submissions, You must provide the name, text description, price, unique identifier number, and other information that Apple reasonably requests (collectively, the "**Submission Description**"). Apple reserves the right to review the actual content, functionality or service that has been described in the Submission Descriptions at any time, including, but not limited to, in the submission process and after approval of the Submission Description by Apple. If You would like to provide additional content, functionality or services through the In-App Purchase API that are not described in Your Submission Description, then You must first submit a new or updated Submission Description for review and approval by Apple prior to making such items available through the use of the In-App Purchase API. Apple reserves the right to withdraw its approval of content, functionality, or services previously approved, and You agree to stop making any such content, functionality, or services available for use within Your Application.

1.3 All content, functionality, and services offered through the In-App Purchase API are subject to the Program Requirements for Applications, and after such content, services or functionality are added to a Licensed Application, they will be deemed part of the Licensed Application and will be subject to all the same obligations and requirements. For clarity, Applications that provide keyboard extension functionality may not use the In-App Purchase API within the keyboard extension itself; however, they may continue to use the In-App Purchase API in separate areas of the Application.

2. Additional Restrictions

2.1 You may not use the In-App Purchase API to enable an end user to set up a pre-paid account to be used for subsequent purchases of content, functionality, or services for use exclusively outside of Your Application, or otherwise create balances or credits that end users can redeem or use to make such purchases at a later time.

2.2 You may not enable end users to purchase Currency of any kind through the In-App Purchase API, including but not limited to any Currency for exchange, gifting, redemption, transfer, trading or use in purchasing or obtaining anything within or outside of Your Application. "Currency" means any form of currency, points, credits, resources, content or other items or units recognized by a group of individuals or entities as representing a particular value and that can be transferred or circulated as a medium of exchange for physical goods or services, or financial services or holdings.

2.3 Content and services may be offered through the In-App Purchase API on a subscription basis (e.g., subscriptions to newspapers and magazines). Other than specific approved rental content such as films, television programs, music, books, rentals of content, services or functionality through the In-App Purchase API are not allowed (e.g., use of particular content may not be restricted to a pre-determined, limited period of time).

2.4 You may not use the In-App Purchase API to send any software updates to Your Application or otherwise add any additional executable code to Your Application. An In-App Purchase item must either already exist in Your Application waiting to be unlocked, be streamed to Your Application after the In-App Purchase API transaction has been completed, or be downloaded to Your Application solely as data after such transaction has been completed.

2.5 You may not use the In-App Purchase API to deliver any items that contain content or materials of any kind (text, graphics, images, photographs, sounds, etc.) that in Apple's reasonable judgment may be found objectionable or inappropriate, for example, materials that may be considered obscene, pornographic, or defamatory.

2.6 With the exception of items of content that an end user consumes or uses up within Your Application (e.g., virtual supplies such as construction materials) (a "Consumable"), any other content, functionality, services or subscriptions delivered through the use of the In-App Purchase API (e.g., a sword for a game) (a "Non-Consumable") must be made available to end users in accordance with the same usage rules as Licensed Applications (e.g., any such content, services or functionality must be available to all of the devices associated with an end user's account). You will be responsible for identifying Consumable items to Apple and for disclosing to end users that Consumables will not be available for use on other devices.

3. Your Responsibilities

3.1 For each successfully completed transaction made using the In-App Purchase API, Apple will provide You with a transaction receipt. It is Your responsibility to verify the validity of such receipt prior to the delivery of any content, functionality, or services to an end user and Apple will not be liable for Your failure to verify that any such transaction receipt came from Apple.

3.2 Except where Apple displays system user interface elements, You are responsible for developing the user interface Your Application will display to end users for orders made through the In-App Purchase API and for providing all disclosures that are legally required to be given to the end user prior to selling an item in Your Application through the In-App Purchase API. In the United States storefront of the App Store, Applications that offer one-time transactions for digital content (e.g., magazines, newspapers, books, audio, music, and video) through the In-App Purchase API must clearly and conspicuously state, in plain language and before the end user executes the transaction, that they are buying or purchasing a license to that digital content and include a hyperlink or similar method to access full details about such license(s), including the Apple Media Services Terms and Conditions and if relevant, Your custom end user license agreement. You agree not to misrepresent, falsely claim, mislead or engage in any unfair or deceptive acts or practices regarding the promotion and sale of items through Your use of the In-App Purchase API, including, but not limited to, in the Licensed Application Information and any metadata that You submit through App Store Connect. You agree to comply with all applicable laws and regulations, including those in any jurisdictions in which You make content, functionality, services or subscriptions available through the use of the In-App Purchase API, including but not limited to consumer laws and export regulations.

3.3 Apple may provide hosting services for Non-Consumables that You would like to provide to Your end users through the use of the In-App Purchase API. Even if Apple hosts such Non-Consumables on Your behalf, You are responsible for providing items ordered through the In-App Purchase API in a timely manner (i.e., promptly after Apple issues the transaction receipt, except in cases where You have disclosed to Your end user that the item will be made available at a later time) and for complying with all applicable laws in connection therewith, including but not limited to, laws, rules and regulations related to cancellation or delivery of ordered items. You are responsible for maintaining Your own records for all such transactions.

3.4 You will not issue any refunds to end users of Your Application, and You agree that Apple may issue refunds to end users in accordance with the terms of Schedule 2.

3.5 You may provide Apple, its subsidiaries, and agents with end-user consumption information from Your Application in order to inform and improve the refund process and purchase dispute process. You shall provide notice to the user and/or obtain consent from the user in compliance with the Documentation and applicable laws.

4. Apple Services

4.1 From time to time, Apple may choose to offer additional services and functionality relating to In-App Purchase API transactions. Apple makes no guarantees that the In-App Purchase API or any Services will continue to be made available to You or that they will meet Your requirements, be uninterrupted, timely, secure or free from error, that any information that You obtain from the In-App Purchase API or any Services will be accurate or reliable or that any defects will be corrected.

4.2 You understand that You will not be permitted to access or use the In-App Purchase API after expiration or termination of Your Agreement.

5. Your Acknowledgements. You acknowledge and agree that:
Apple may at any time, and from time to time, with or without prior notice to You (a) modify the In-App Purchase API, including changing or removing any feature or functionality, or (b) modify, deprecate, reissue or republish the In-App Purchase API. You understand that any such modifications may require You to change or update Your Applications at Your own cost in order to continue to use the In-App Purchase API. Apple has no express or implied obligation to provide, or continue to provide, the In-App Purchase API or any services related thereto and may suspend or discontinue all or any portion of thereof at any time. Apple shall not be liable for any losses, damages or costs of any kind incurred by You or any other party arising out of or related to any suspension, discontinuation or modification of the In-App Purchase API or any services related thereto. Apple makes no guarantees to You in relation to the availability or uptime of the In-App Purchase API or any other services that Apple may provide to You in connection therewith, and Apple is not obligated to provide any maintenance, technical or other support related thereto. Apple provides the In-App Purchase API to You for Your use with Your Application, and may provide services to You in connection therewith (e.g., hosting services for Non-Consumable items). Apple is not responsible for providing or unlocking any content, functionality, services or subscriptions that an end user orders through Your use of the In-App Purchase API. You acknowledge and agree that any such items are made available by You, not Apple, to the end user of Your Application, and You are solely liable and responsible for such items ordered through the use of the In-App Purchase API and for any such use of the In-App Purchase API in Your Application or for any use of services in connection therewith.

6. Use of Digital Certificates for In-App Purchase. When an end user completes a transaction using the In-App Purchase API in Your Application, Apple will provide You with a transaction receipt signed with an Apple Certificate. It is Your responsibility to verify that such certificate and receipt were issued by Apple, as set forth in the Documentation. You are solely responsible for Your decision to rely on any such certificates and receipts. YOUR USE OF OR RELIANCE ON SUCH CERTIFICATES AND RECEIPTS IN CONNECTION WITH THE IN-APP PURCHASE API IS AT YOUR SOLE RISK. APPLE MAKES NO WARRANTIES OR REPRESENTATIONS, EXPRESS OR IMPLIED, AS TO MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE, ACCURACY, RELIABILITY, SECURITY, OR NON-INFRINGEMENT OF THIRD-PARTY RIGHTS WITH RESPECT TO SUCH APPLE CERTIFICATES AND RECEIPTS. You agree that You will only use such receipts and certificates in accordance with the Documentation, and that You will not interfere or tamper with the normal operation of such digital certificates or receipts, including but not limited to any falsification or other misuse.

7. **Additional Liability Disclaimer**. APPLE SHALL NOT BE LIABLE FOR ANY DAMAGES OR LOSSES ARISING FROM THE USE OF THE IN-APP PURCHASE API AND ANY SERVICES, INCLUDING, BUT NOT LIMITED TO, (I) 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, (II) ANY CHANGES WHICH APPLE MAY MAKE TO THE IN-APP PURCHASE API OR ANY SERVICES, OR FOR ANY PERMANENT OR TEMPORARY CESSATION IN THE PROVISION OF THE IN-APP PURCHASE API OR ANY SERVICES (OR ANY FEATURES WITHIN THE SERVICES) PROVIDED THEREWITH, OR (III) THE DELETION OF, CORRUPTION OF, OR FAILURE TO PROVIDE ANY DATA TRANSMITTED BY OR THROUGH YOUR USE OF THE IN-APP PURCHASE API OR SERVICES. It is Your responsibility to maintain appropriate alternate backup of all Your information and data, including but not limited to any Non-Consumables that You may provide to Apple for hosting services.

8. **Indemnification**. Without limiting Apple's other rights under this Agreement, You agree to indemnify and hold harmless each Apple Indemnified Party from any and all Losses incurred by such Apple Indemnified Party arising from or related to any claim that content, functionality, or services that You provide through the use of the In-App Purchase API does not comply with applicable laws, including but not limited to those relating to the advertising or offer of sale of digital goods or services, including content.

Attachment 3
(to the Agreement)
Additional Terms for the Game Center Service

The following terms are in addition to the terms of the Agreement and apply to any use of the Game Center service by You or Your Application.

1. Use of the Game Center service

1.1 You and Your Application may not connect to or use the Game Center service in any way not expressly authorized by Apple. You agree to only use the Game Center service in accordance with this Agreement (including this Attachment 3), the Game Center Documentation and in accordance with all applicable laws. You understand that neither You nor Your Application will be permitted to access or use the Game Center service after expiration or termination of Your Agreement.

1.2 Apple may provide You with a unique identifier which is associated with an end user's alias as part of the Game Center service (the "Player ID"). You agree to not display the Player ID to the end user or to any third party, and You agree to only use the Player ID for differentiation of end users in connection with Your use of the Game Center. You agree not to reverse look-up, trace, relate, associate, mine, harvest, or otherwise exploit the Player ID, aliases or other data or information provided by the Game Center service, except to the extent expressly permitted herein. For example, You will not attempt to determine the real identity of an end user.

1.3 You will only use information provided by the Game Center service as necessary for providing services and functionality for Your Applications. For example, You will not host or export any such information to a third-party service. Further, You agree not to transfer or copy any user information or data (whether individually or in the aggregate) obtained through the Game Center service to a third party except as necessary for providing services and functionality for Your Applications, and then only with express user consent and only if not otherwise prohibited in this Agreement.

1.4 You will not attempt to gain (or enable others to gain) unauthorized use or access to the Game Center service (or any part thereof) in any way, including but not limited to obtaining information from the Game Center service using any method not expressly permitted by Apple. For example, You may not use packet sniffers to intercept any communications protocols from systems or networks connected to the Game Center, scrape any data or user information from the Game Center, or use any third-party software to collect information through the Game Center about players, game data, accounts, or service usage patterns.

2. Additional Restrictions

2.1 You agree not to harm or interfere with Apple's networks or servers, or any third-party servers or networks connected to the Game Center service, or otherwise disrupt other developers' or end-users' use of the Game Center. You agree that, except for testing and development purposes, You will not create false accounts through the use of the Game Center service or otherwise use the Game Center service to misrepresent information about You or Your Application in a way that would interfere with an end users' use of the Game Center service, e.g., creating inflated high scores through the use of cheat codes or falsifying the number of user accounts for Your Application.

2.2 You will not institute, assist, or enable any disruptions of the Game Center, such as through a denial of service attack, through the use of an automated process or service such as a spider, script, or bot, or through exploiting any bug in the Game Center service or Apple Software. You agree not to probe, test or scan for vulnerabilities in the Game Center service. You further

agree not to disable, spoof, hack, undermine or otherwise interfere with any data protection, security, verification or authentication mechanisms that are incorporated in or used by the Game Center service, or enable others to do so.

2.3 You will not transmit, store or otherwise make available any material that contains viruses or any other computer code, files or programs that may harm, disrupt or limit the normal operation of the Game Center or an Apple-branded product.

2.4 You agree not to use any portion of the Game Center service for sending any unsolicited, improper or inappropriate messages to end users or for the purpose of poaching, phishing or spamming of Game Center users. You will not reroute (or attempt to reroute) users of the Game Center to another service using any information You obtain through the use of the Game Center service.

2.5 You shall not charge any fees to end users for access to the Game Center service or for any data or information provided therein.

2.6 To the extent that Apple permits You to manage certain Game Center features and functionality for Your Application through App Store Connect (e.g., the ability to block fraudulent users or eliminate suspicious leaderboard scores from Your Application's leaderboard), You agree to use such methods only when You have a reasonable belief that such users or scores are the result of misleading, fraudulent, improper, unlawful or dishonest acts.

3. Your Acknowledgements. You acknowledge and agree that:

3.1 Apple may at any time, and from time to time, with or without prior notice to You (a) modify the Game Center service, including changing or removing any feature or functionality, or (b) modify, deprecate, reissue or republish the Game Center APIs or related APIs. You understand that any such modifications may require You to change or update Your Applications at Your own cost. Apple has no express or implied obligation to provide, or continue to provide, the Game Center service and may suspend or discontinue all or any portion of the Game Center service at any time. Apple shall not be liable for any losses, damages or costs of any kind incurred by You or any other party arising out of or related to any such service suspension or discontinuation or any such modification of the Game Center service or Game Center APIs.

3.2 Apple makes no guarantees to You in relation to the availability or uptime of the Game Center service and is not obligated to provide any maintenance, technical or other support for such service. Apple reserves the right to remove Your access to the Game Center service at any time in its sole discretion. Apple may monitor and collect information (including but not limited to technical and diagnostic information) about Your usage of the Game Center service to aid Apple in improving the Game Center and other Apple products or services and to verify Your compliance with this Agreement.

4. Additional Liability Disclaimer. APPLE SHALL NOT BE LIABLE FOR ANY DAMAGES OR LOSSES ARISING FROM ANY INTERRUPTIONS TO THE GAME CENTER OR ANY SYSTEM FAILURES, NETWORK ATTACKS, SCHEDULED OR UNSCHEDULED MAINTENANCE, OR OTHER INTERRUPTIONS.

Attachment 4
(to the Agreement)
Additional Terms for the use of iCloud

The following terms are in addition to the terms of the Agreement and apply to Your use of the iCloud service for software development and testing in connection with Your Application, or Web Software.

1. Use of iCloud

1.1 Your Applications and/or Web Software may access the iCloud service only if You have been assigned an entitlement by Apple. You agree not to access the iCloud service, or any content, data or information contained therein, other than through the iCloud Storage APIs, CloudKit APIs or via the CloudKit console provided as part of the Program. You agree not to share Your entitlement with any third party or use it for any purposes not expressly permitted by Apple. You agree to use the iCloud service, the iCloud Storage APIs, and the CloudKit APIs only as expressly permitted by this Agreement and the iCloud Documentation, and in accordance with all applicable laws and regulations. Further, Your Web Software is permitted to access and use the iCloud service (e.g., to store the same type of data that is retrieved or updated in a Licensed Application) only so long as Your use of the iCloud service in such Web Software is comparable to Your use in the corresponding Licensed Application, as determined in Apple's sole discretion. In the event Apple Services permit You to use more than Your allotment of storage containers in iCloud in order to transfer data to another container for any reason, You agree to only use such additional container(s) for a reasonable limited time to perform such functions and not to increase storage and transactional allotments.

1.2 You understand that You will not be permitted to access or use the iCloud service for software development or testing after expiration or termination of Your Agreement; however end users who have Your Applications or Web Software installed and who have a valid end-user account with Apple to use iCloud may continue to access their user-generated documents, private containers and files that You have chosen to store in such end user's account via the iCloud Storage APIs or the CloudKit APIs in accordance with the applicable iCloud terms and conditions and these terms. You agree not to interfere with an end user's ability to access iCloud (or the end user's own user-generated documents, private containers and files) or to otherwise disrupt their use of iCloud in any way and at any time. With respect to data You store in public containers through the CloudKit APIs (whether generated by You or the end user), Apple reserves the right to suspend access to or delete such data, in whole or in part, upon expiration or termination of Your Agreement, or as otherwise specified by Apple in the CloudKit console.

1.3 Your Application is permitted to use the iCloud Storage APIs only for the purpose of storage and retrieval of key value data (e.g., a list of stocks in a finance App, settings for an App) for Your Applications and Web Software and for purposes of enabling Your end users to access user-generated documents and files through the iCloud service. Your Application or Web Software application is permitted to use the CloudKit APIs for storing, retrieving, and querying of structured data that You choose to store in public or private containers in accordance with the iCloud Documentation. You agree not to knowingly store any content or materials via the iCloud Storage APIs or CloudKit APIs that would cause Your Application to violate any of the iCloud terms and conditions or the Program Requirements for Your Applications (e.g., Your Application may not store illegal or infringing materials).

1.4 You may allow a user to access their user-generated documents and files from iCloud through the use of Your Applications as well as from Web Software. However, You may not share key value data from Your Application with other Applications or Web Software, unless You are sharing such data among different versions of the same title, or You have user consent.

1.5 You are responsible for any content and materials that You store in iCloud through the use of the CloudKit APIs and iCloud Storage APIs and must take reasonable and appropriate steps to protect information You store through the iCloud service. With respect to third-party claims related to content and materials stored by end users in Your Applications through the use of the iCloud Storage APIs or CloudKit APIs (e.g., user-generated documents, end-user posts in public containers), You agree to be responsible for properly handling and promptly processing any such claims, including but not limited to Your compliance with notices sent pursuant to the Digital Millennium Copyright Act (DMCA).

1.6 If You are enrolled in the Apple Developer Program as an organization based in the European Union, additional terms for CloudKit related to Regulation (EU) 2023/2854 are set forth at https://developer.apple.com/download/files/EU-Data-Act-Terms-CloudKit.pdf

2. Additional Requirements

2.1 You understand there are storage capacity, transmission, and transactional limits for the iCloud service, both for You as a developer and for Your end users. If You reach or Your end user reaches such limits, then You or Your end user may be unable to use the iCloud service until You or Your end user have removed enough data from the service to meet the capacity limits, increased storage capacity or otherwise modified Your usage of iCloud, and You or Your end user may be unable to access or retrieve data from iCloud during this time.

2.2 You may not charge any fees to users for access to or use of the iCloud service through Your Applications or Web Software, and You agree not to sell access to the iCloud service in any other way, including but not limited to reselling any part of the service. You will only use the iCloud service in Your Application or Web Software to provide storage for an end user who has a valid end-user iCloud account with Apple and only for use in accordance with the terms of such user account, except that You may use the CloudKit APIs to store of data in public containers for access by end users regardless of whether such users have iCloud accounts. You will not induce any end user to violate the terms of their applicable iCloud service agreement with Apple or to violate any Apple usage policies for data or information stored in the iCloud service.

2.3 You may not excessively use the overall network capacity or bandwidth of the iCloud service or otherwise burden such service with unreasonable data loads or queries. You agree not to harm or interfere with Apple's networks or servers, or any third-party servers or networks connected to the iCloud, or otherwise disrupt other developers' or users' use of the iCloud service.

2.4 You will not disable or interfere with any warnings, system settings, notices, or notifications that are presented to an end user of the iCloud service by Apple.

3. Your Acknowledgements

You acknowledge and agree that:

3.1 Apple may at any time, with or without prior notice to You (a) modify the iCloud Storage APIs or the CloudKit APIs, including changing or removing any feature or functionality, or (b) modify, deprecate, reissue or republish such APIs. You understand that any such modifications may require You to change or update Your Applications or Web Software at Your own cost. Apple has no express or implied obligation to provide, or continue to provide, the iCloud service and may suspend or discontinue all or any portion of the iCloud service at any time. Apple shall not be liable for any losses, damages or costs of any kind incurred by You or any other party arising out of or related to any such service suspension or discontinuation or any such modification of the iCloud service, iCloud Storage APIs or the CloudKit APIs.

3.2 The iCloud service is not available in all languages or in all countries or regions and Apple makes no representation that the iCloud service is appropriate or available for use in any particular location. To the extent You choose to provide access to the iCloud service in Your Applications or Web Software through the iCloud Storage APIs or CloudKit APIs (e.g., to store data in a public or private container), You do so at Your own initiative and are responsible for compliance with any applicable laws or regulations.

3.3 Apple makes no guarantees to You in relation to the availability or uptime of the iCloud service and is not obligated to provide any maintenance, technical or other support for the iCloud service. Apple is not responsible for any expenditures, investments, or commitments made by You in connection with the iCloud service, or for any use of or access to the iCloud service.

3.4 Apple reserves the right to suspend or revoke Your access to the iCloud service or impose limits on Your use of the iCloud service at any time in Apple's sole discretion. In addition, Apple may impose or adjust the limit of transactions Your Applications or Web Software may send or receive through the iCloud service or the resources or capacity that they may use at any time in Apple's sole discretion.

3.5 Apple may monitor and collect information (including but not limited to technical and diagnostic information) about usage of the iCloud service through the iCloud Storage APIs, CloudKit APIs, or CloudKit console, in order to aid Apple in improving the iCloud service and other Apple products or services; provided however that Apple will not access or disclose any end-user data stored in a private container through CloudKit, any Application data stored in a public container through CloudKit, or any user-generated documents, files or key value data stored using the iCloud Storage APIs and iCloud service, unless Apple has a good faith belief that such access, use, preservation or disclosure is reasonably necessary to comply with a legal or regulatory process or request, or unless otherwise requested by an end user with respect to data stored via the iCloud Storage APIs in that end-user's iCloud account or in that end user's private container via the CloudKit APIs.

3.6 Further, to the extent that You store any personal information relating to an individual or any information from which an individual can be identified (collectively, "Personal Data") in the iCloud service through the use of the iCloud Storage APIs or CloudKit APIs, You agree that Apple (and any applicable Apple Subsidiary for purposes of this Section 3.6) will act as Your agent for the processing, storage and handling of any such Personal Data. Apple agrees to ensure that any persons authorized to process such Personal Data have agreed to maintain confidentiality (whether through terms or under an appropriate statutory obligation). Apple shall have no right, title or interest in such Personal Data solely as a result of Your use of the iCloud service. You agree that You are solely liable and responsible for ensuring Your compliance with all applicable laws, including privacy and data protection laws, regarding the use or collection of data and information through the iCloud service. You are also responsible for all activity related to such Personal Data, including but not limited to, monitoring such data and activity, preventing and addressing inappropriate data and activity, and removing and terminating access to data. Further, You are responsible for safeguarding and limiting access to such Personal Data by Your personnel and for the actions of Your personnel who are permitted access to use the iCloud service on Your behalf. Personal Data provided by You and Your users to Apple through the iCloud service may be used by Apple only as necessary to provide and improve the iCloud service and to perform the following actions on Your behalf. Apple shall:

(a) use and handle such Personal Data only in accordance with the instructions and permissions from You set forth herein, as well as applicable laws, regulations, accords, or treaties. In the EEA and Switzerland, Personal Data will be handled by Apple only in accordance with the instructions and permissions from You set forth herein unless otherwise required by European Union or Member State Law, in which case Apple will notify You of such other legal requirement (except in limited cases where Apple is prohibited by law from doing so);

(b) provide You with reasonable means to manage any user access, deletion, or restriction requests as defined in applicable law. In the event of an investigation of You arising from Your good faith use of the iCloud service by a data protection regulator or similar authority regarding such Personal Data, Apple shall provide You with reasonable assistance and support;
(c) notify You by any reasonable means Apple selects, without undue delay and taking account of applicable legal requirements applying to You which mandate notification within a specific timeframe, if Apple becomes aware that Your Personal Data has been altered, deleted or lost as a result of any unauthorized access to the Service. You are responsible for providing Apple with Your updated contact information for such notification purposes in accordance with the terms of this Agreement;
(d) make available to You the information necessary to demonstrate compliance obligations set forth in Article 28 of Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 (GDPR) and to allow for and contribute to audits required under these provisions; provided however that You agree that Apple's ISO 27001 and 27018 certifications shall be considered sufficient for such required audit purposes;
(e) assist You, by any reasonable means Apple selects, in ensuring compliance with its obligations pursuant to Articles 33 to 36 of the GDPR. If Apple receives a third-party request for information You have stored in the iCloud service, then unless otherwise required by law or the terms of such request, Apple will notify You of its receipt of the request and notify the requester of the requirement to address such request to You. Unless otherwise required by law or the request, You will be responsible for responding to the request;
(f) use industry-standard measures to safeguard Personal Data during the transfer, processing and storage of Personal Data. Encrypted Personal Data may be stored at Apple's geographic discretion; and
(g) ensure that where Personal Data, arising in the context of this Agreement, is transferred from the EEA or Switzerland it is only to a third country that ensures an adequate level of protection or using the Model Contract Clauses/Swiss Transborder Data Flow Agreement which will be provided to You upon request if you believe that Personal Data is being transferred.

3.7 To use the iCloud Extended Share Access APIs, Your Application must (a) have a collaborative multi-user share feature that is visible to end users, and (b) use the CloudKit APIs to enable a custom user interface within Your Application for the share feature, in which the end user's information acquired using the iCloud Extended Share Access APIs from the share is visible to the share participants. You and Your Application may only use end user information transiently to display it to the share participants. You and Your Application may not store end user information.

4. Additional Liability Disclaimer. NEITHER APPLE NOR ITS SERVICE PROVIDERS SHALL BE LIABLE FOR ANY DAMAGES OR LOSSES ARISING FROM ANY USE, MISUSE, RELIANCE ON, INABILITY TO USE, INTERRUPTION, SUSPENSION OR TERMINATION OF iCLOUD, iCLOUD STORAGE APIS, OR CLOUDKIT APIS, OR FOR ANY UNAUTHORIZED ACCESS TO, ALTERATION OF, OR DELETION, DESTRUCTION, DAMAGE, LOSS OR FAILURE TO STORE ANY OF YOUR DATA OR ANY END-USER DATA OR ANY CLAIMS ARISING FROM ANY USE OF THE FOREGOING BY YOUR END USERS, INCLUDING ANY CLAIMS REGARDING DATA PROCESSING OR INAPPROPRIATE OR UNAUTHORIZED DATA STORAGE OR HANDLING BY YOU IN VIOLATION OF THIS AGREEMENT.

Attachment 5
(to the Agreement)
Additional Terms for Passes

The following terms are in addition to the terms of the Agreement and apply to Your development and distribution of Passes:

1. Pass Type ID Usage and Restrictions

You may use the Pass Type ID only for purposes of digitally signing Your Pass for use with Wallet and/or for purposes of using the APN service with Your Pass. You may distribute Your Pass Type ID as incorporated into Your Pass in accordance with **Section 2** below only so long as such distribution is under Your own trademark or brand, or if You reference a third party's trademark or brand within Your Pass (e.g., a store coupon for a particular good), You represent and warrant that You have any necessary rights. You agree not to share, provide or transfer Your Pass Type ID to any third party (except for a Service Provider and only to the limited extent permitted herein), nor use Your Pass Type ID to sign a third party's pass.

2. Pass Distribution; Marketing Permissions

2.1 Subject to the terms of this Agreement, You may distribute Your Passes to end users by the web, email, or an Application. You understand that Passes must be accepted by such users before they will be loaded into Wallet and that Passes can be removed or transferred by such users at any time.

2.2 By distributing Your Passes in this manner, You represent and warrant to Apple that Your Passes comply with the Documentation and Program Requirements then in effect and the terms of this Attachment 5. Apple shall not be responsible for any costs, expenses, damages, losses (including without limitation lost business opportunities or lost profits) or other liabilities You may incur as a result of distributing Your Passes in this manner.

2.3 You agree to state on the Pass the name and address, and the contact information (telephone number; email address) to which any end-user questions, complaints, or claims with respect to Your Pass should be directed. You will be responsible for attaching or otherwise including, at Your discretion, any relevant end-user usage terms with Your Pass. Apple will not be responsible for any violations of Your end user usage terms. You will be solely responsible for all user assistance, warranty and support of Your Pass. You may not charge any fees to end users in order to use Wallet to access Your Pass.

2.4 By distributing Your Passes as permitted in this Agreement, You hereby permit Apple to use (i) screenshots of Your Pass; (ii) trademarks and logos associated with Your Pass; and (iii) Pass Information, for promotional purposes in marketing materials and gift cards, excluding those portions which You do not have the right to use for promotional purposes and which You identify in writing to Apple. You also permit Apple to use images and other materials that You may provide to Apple, at Apple's reasonable request, for promotional purposes in marketing materials and gift cards.

3. Additional Pass Requirements

3.1 Apple may provide You with templates to use in creating Your Passes, and You agree to choose the relevant template for Your applicable use (e.g., You will not use the boarding pass template for a movie ticket). If You choose to enable a template for Your Passes that displays smart recommendations, You agree that Apple may use Pass Information to present end users with recommendations in Wallet associated with the Passes, including recommendations related to navigation, weather, and music.

3.2 Passes may only operate and be displayed in Wallet, which is Apple's designated container area for the Pass, through Wallet on the lock screen of a compatible Apple-branded product in accordance with the Documentation.

3.3. Notwithstanding anything else in **Section 3.3.3(B)** of the Agreement, with prior user consent, You and Your Pass may share user and/or device data with Your Application so long as such sharing is for the purpose of providing a service or function that is directly relevant to the use of the Pass and/or Application, or to serve advertising in accordance with **Section 3.3.3(E)** of the Agreement.

3.4 If You would like to use embedded Near Field Communication (NFC) technology with Your Pass, then You may request an Apple Certificate for the use of NFC with a Pass from the Developer web portal. Apple will review Your request and may provide You with a separate agreement for the use of such Apple Certificate. Apple reserves the right to not provide You with such Apple Certificate.

4. Apple's Right to Review Your Pass; Revocation. You understand and agree that Apple reserves the right to review and approve or reject any Pass that You would like to distribute for use by Your end users, or that is already in use by Your end users, at any time during the Term of this Agreement. If requested by Apple, You agree to promptly provide such Pass to Apple. You agree not to attempt to hide, misrepresent, mislead, or obscure any features, content, services or functionality in Your Pass from Apple's review or otherwise hinder Apple from being able to fully review such Pass, and, You agree to cooperate with Apple and answer questions and provide information and materials reasonably requested by Apple regarding such Pass. If You make any changes to Your Pass after submission to Apple, You agree to notify Apple and, if requested by Apple, resubmit Your Pass prior to any distribution of the modified Pass to Your end users. Apple reserves the right to revoke Your Pass Type ID and reject Your Pass for distribution to Your end users for any reason and at any time in its sole discretion, even if Your Pass meets the Documentation and Program Requirements and terms of this Attachment 5; and, in that event, You agree that You may not distribute such Pass to Your end users.

5. Additional Liability Disclaimer. APPLE SHALL NOT BE LIABLE FOR ANY DAMAGES OR LOSSES ARISING FROM ANY USE, DISTRIBUTION, MISUSE, RELIANCE ON, INABILITY TO USE, INTERRUPTION, SUSPENSION, OR TERMINATION OF WALLET, YOUR PASS TYPE ID, YOUR PASSES, OR ANY SERVICES PROVIDED IN CONNECTION THEREWITH, INCLUDING BUT NOT LIMITED TO ANY LOSS OR FAILURE TO DISPLAY YOUR PASS IN WALLET OR ANY END-USER CLAIMS ARISING FROM ANY USE OF THE FOREGOING BY YOUR END USERS.

Attachment 6

(to the Agreement)

Additional Terms for the use of the Apple Maps Service

The following terms are in addition to the terms of the Agreement and apply to any use of the Apple Maps Service in Your Application, website, or web application. For purposes of this Attachment 6, the "Apple Maps Service" includes mapping services distributed to end users in China by Amap Software Co., Ltd. via an Apple product or service.

1. Use of the Maps Service

1.1 Your Application may access the Apple Maps Service only via the MapKit API, Apple Maps Server API or through MapKit JS, and Your website or web application may access the Apple Maps Service only via MapKit JS or Apple Maps Server API. You agree not to access the Apple Maps Service or the Map Data other than through the MapKit API, Apple Maps Server API or MapKit JS, as applicable, and You agree that Your use of the Apple Maps Service in Your Applications, websites, or web applications must comply with the Program Requirements.

1.2 You will use the Apple Maps Service and Map Data only as necessary for providing services and functionality for Your Application, website, or web application. You agree to use the Apple Maps Service, MapKit API, Apple Maps Server API, and MapKit JS only as expressly permitted by this Agreement (including but not limited to this Attachment 6) and the MapKit, Apple Maps Server API, and MapKit JS Documentation, and in accordance with all applicable laws and regulations. MapKit JS may not be used in Your website and/or application running on non-Apple hardware for the following commercial purposes: fleet management (including dispatch), asset tracking, enterprise route optimization, or where the primary purpose of such website and/or application is to assess vehicle insurance risk.

1.3 You acknowledge and agree that results You receive from the Apple Maps Service may vary from actual conditions due to variable factors that can affect the accuracy of the Map Data, such as weather, road and traffic conditions, and geopolitical events.

2. Additional Restrictions

2.1 Neither You nor Your Application, website or web application may remove, obscure or alter Apple's or its partners' or licensors' copyright notices, trademarks, logos, or any other proprietary rights or legal notices, documents or hyperlinks that may appear in or be provided through the Apple Maps Service.

2.2 You will not use the Apple Maps Service in any manner that enables or permits bulk downloads or feeds of the Map Data, or any portion thereof, or that in any way attempts to extract, scrape or reutilize any portions of the Map Data. For example, neither You nor Your Application may use or make available the Map Data, or any portion thereof, as part of any secondary or derived database.

2.3 Except to the extent expressly permitted herein, You agree not to copy, modify, translate, create a derivative work of, publish or publicly display the Map Data in any way. Further, You may not use or compare the data provided by the Apple Maps Service for the purpose of improving or creating another mapping service. You agree not to create or attempt to create a substitute or similar service through use of or access to the Apple Maps Service.

2.4 Your Application, website, or web application may display the Map Data only as permitted herein, and when displaying it on a map, You agree that it will be displayed only on an Apple map provided through the Apple Maps Service. Further, You may not surface Map Data within Your Application, website, or web application without displaying the corresponding Apple map provided

through the Apple Maps Service (e.g., if You surface an address result through the Apple Maps Service, You must display the corresponding map with the address result).

2.5 Unless otherwise expressly permitted in writing by Apple, Map Data may not be cached, pre-fetched, or stored by You or Your Application, website, or web application other than on a temporary and limited basis solely as necessary (a) for Your use of the Apple Maps Service as permitted herein or in the MapKit or MapKit JS Documentation, and/or (b) to improve the performance of the Apple Maps Service with Your Application, website, or web application, after which, in all cases, You must delete any such Map Data.

2.6 You may not charge any fees to end users solely for access to or use of the Apple Maps Service through Your Application, website, or web application, and You agree not to sell access to the Apple Maps Service in any other way.

2.7 You acknowledge and agree that Apple may impose restrictions on Your usage of the Apple Maps Service (e.g., limiting the number of transactions Your Application can make through the MapKit API or Apple Maps Server API) or may revoke or remove Your access to the Apple Maps Service (or any part thereof) at any time in its sole discretion. Further, You acknowledge and agree that results You may receive from the Apple Maps Service may vary from actual conditions due to variable factors that can affect the accuracy of Map Data, such as road or weather conditions.

3. Your Acknowledgements. You acknowledge and agree that:

3.1 Apple may at any time, with or without prior notice to You (a) modify the Apple Maps Service and/or the MapKit API, Apple Maps Server API or MapKit JS, including changing or removing any feature or functionality, or (b) modify, deprecate, reissue or republish the MapKit API, Apple Maps Server API or MapKit JS. You understand that any such modifications may require You to change or update Your Applications, website, or web applications at Your own cost. Apple has no express or implied obligation to provide, or continue to provide, the Apple Maps Service and may suspend or discontinue all or any portion of the Apple Maps Service at any time. Apple shall not be liable for any losses, damages or costs of any kind incurred by You or any other party arising out of or related to any such service suspension or discontinuation or any such modification of the Apple Maps Service, MapKit API, Apple Maps Server API or MapKit JS.

3.2 The Apple Maps Service may not be available in all countries, regions, or languages, and Apple makes no representation that the Apple Maps Service is appropriate or available for use in any particular location. To the extent You choose to provide access to the Apple Maps Service in Your Applications, website, or web applications or through the MapKit API, Apple Maps Server API or MapKit JS, You do so at Your own initiative and are responsible for compliance with any applicable laws.

4. Apple's Right to Review Your MapKit and/or MapKit JS Implementation. You understand and agree that Apple reserves the right to review and approve or reject Your implementation of MapKit and/or MapKit JS in Your Application, website, or web applications, at any time during the Term of this Agreement. If requested by Apple, You agree to promptly provide information regarding Your implementation of MapKit and/or MapKit JS to Apple. You agree to cooperate with Apple and answer questions and provide information and materials reasonably requested by Apple regarding such implementation. Apple reserves the right to revoke Your access to MapKit and/or Your MapKit JS keys and similar credentials at any time in its sole discretion, even if Your use of MapKit and/or MapKit JS meets the Documentation and Program Requirements and terms of this Attachment. By way of example only, Apple may do so if Your MapKit and/or MapKit JS implementation places an excessive and undue burden on the Apple Maps Service, obscures or removes the Apple Maps logo or embedded links when displaying a map, or uses the Apple Maps Service with corresponding offensive or illegal map

content.

5. Additional Liability Disclaimer. NEITHER APPLE NOR ITS LICENSORS OR SERVICE PROVIDERS SHALL BE LIABLE FOR ANY DAMAGES OR LOSSES ARISING FROM ANY USE, MISUSE, RELIANCE ON, INABILITY TO USE, INTERRUPTION, SUSPENSION OR TERMINATION OF THE APPLE MAPS SERVICE, INCLUDING ANY INTERRUPTIONS DUE TO SYSTEM FAILURES, NETWORK ATTACKS, OR SCHEDULED OR UNSCHEDULED MAINTENANCE.

Attachment 7
(to the Agreement)
Additional Terms for Safari Extensions

The following terms are in addition to the terms of the Agreement and apply to Safari Extensions signed with an Apple Certificate:

1.1 Safari Extension Requirements
If You would like to distribute Your Safari Extension signed with an Apple Certificate, then You agree to abide by the following requirements for such Safari Extensions, as they may be modified by Apple from time to time:

- Your Safari Extension must not contain any malware, malicious or harmful code, or other internal component (e.g. computer viruses, trojan horses, "backdoors"), which could damage, destroy, or adversely affect Apple hardware, software or services, or other third-party software, firmware, hardware, data, systems, services, or networks;

- Your Safari Extensions must not be designed or marketed for the purpose of harassing, abusing, stalking, spamming, misleading, defrauding, threatening or otherwise violating the legal rights (such as the rights of privacy and publicity) of others. Further, You may not create a Safari Extension that tracks the behavior of a user (e.g., their browsing sites) without their express consent;

- Your Safari Extension must only operate in the designated container area for the Safari Extension, and must not disable, override or otherwise interfere with any Apple-implemented system alerts, warnings, display panels, consent panels and the like;

- Your Safari Extension must have a single purpose and updates must not change the single purpose of Your Safari Extension. You agree to accurately represent the features and functionality of Your Safari Extension to the user and to act in accordance with such representations. For example, You must not redirect user searches to a different search provider than the one previously selected by the user in Safari without their express consent. In addition, Your Safari Extension may not redirect a link (or any affiliate link) on a website unless that behavior is disclosed to the user. You agree not to conceal the features or functionality of Your Safari Extension (e.g., containing obfuscated code);

- Your Safari Extension must not be bundled with an app that has a different purpose than the Safari Extension. Your Safari Extension must not inject ads into a website and may not display pop up ads. You must not script or automate turning on Your Safari Extension or enable others to do so; and

- Safari Extensions must not interfere with security, user interface, user experience, features or functionality of Safari, macOS, iOS, iPadOS, visionOS, or other Apple-branded products.

1.2 Compliance; Certificates. Your Safari Extensions must comply with the Documentation and all applicable laws and regulations, including those in any jurisdictions in which such Safari Extensions may be offered or made available. You understand that Apple may revoke the Apple Certificates used to sign Your Safari Extensions at any time, in its sole discretion. Further, You acknowledge and agree that Apple may block Your Safari Extension (such that it may be unavailable or inaccessible to Safari users) if it does not comply with the requirements set forth above in this **Section 1.1** or otherwise adversely affects users of Safari or Apple-branded products.

Attachment 8
(to the Agreement)
Additional Terms for use of the WeatherKit APIs

The following terms are in addition to the terms of the Agreement and apply to any use of Apple Weather Data and the WeatherKit APIs in Your Application or Corresponding Product.

1. Use of Apple Weather Data and WeatherKit APIs

1.1 You agree that Your use of Apple Weather Data and WeatherKit APIs must comply with the Program Requirements.

1.2 You may not charge any fees to end users for access to or use of the Apple Weather Data presented in its original form through Your Application or Corresponding Product; provided, however, You may charge fees to end users for Value-Added Services or Products – i.e., data, products, and/or services, including but not limited to, Your Applications or Corresponding Products, that You develop that are derived from Apple Weather Data, and are transformed so that it is not possible for any end user or other third party to discover, access, reverse engineer, or otherwise ascertain or use Apple Weather Data in the form originally supplied by Apple (whether in whole or in part). You may not grant sublicensing rights to the WeatherKit APIs or Apple Weather Data in their original form. You may use Apple Weather Data for internal purposes or to create, make or display Value-Added Services or Products to Your end users. Your end user license terms must not permit end users or any other third parties to reverse engineer the WeatherKit APIs or Apple Weather Data for any purpose.

1.3 Applications or Corresponding Products that use the WeatherKit APIs may not be designed or marketed for emergency or life-saving purposes.

1.4 Your Application or Corresponding Product may access the Apple Weather Data only through the WeatherKit APIs. You agree that Your display of the Apple Weather Data must comply with all applicable attribution requirements and any other specifications provided in the Program Requirements. You may not modify, change, alter, or obscure Weather Alerts in any way.

1.5 You may not use the WeatherKit APIs in any manner that enables or permits bulk downloads or feeds of the Apple Weather Data, or any portion thereof, or that in any way attempts to extract or scrape any portions of the Apple Weather Data. For example, neither You, Your Applications, nor Your Corresponding Products may use or make available the Apple Weather Data, or any portion thereof, as part of any secondary or derived database.

1.6 Unless otherwise expressly permitted in the Documentation, Apple Weather Data may not be cached, pre-fetched, or stored by You, Your Application, or Your Corresponding Product other than on a temporary and limited basis solely to improve the performance of the WeatherKit APIs with Your Application or Corresponding Product.

2. Your Acknowledgements

You acknowledge and agree that:

2.1 The WeatherKit APIs may not be available in all countries or languages, and Apple makes no representation that the WeatherKit APIs are appropriate or available for use in any particular location. To the extent You choose to provide access to the Apple Weather Data in Your Application or Corresponding Product through the WeatherKit APIs, You do so at Your own initiative and are responsible for compliance with any applicable laws. Your use of the WeatherKit

APIs is at Your sole risk and You assume all liability arising from Your use of the WeatherKit APIs in any part of the world, including the display of Apple Weather Data in disputed territories.

2.2 For Applications or Corresponding Products that use the WeatherKit APIs for real-time weather guidance, You must have an end user license agreement that includes the following notice: YOUR USE OF THIS REAL TIME WEATHER GUIDANCE APPLICATION OR WEBSITE IS AT YOUR SOLE RISK. WEATHER DATA MAY NOT BE ACCURATE. Apple Weather Data may vary from actual conditions due to variable factors, such as signal issues and geopolitical events, that can affect the accuracy of Apple Weather Data.

3. Compliance

3.1 If requested by Apple, You agree to promptly provide information regarding Your implementation of the WeatherKit APIs to Apple, as needed to determine Your compliance with these requirements.

3.2 While in no way limiting Apple's other rights under this Agreement, Apple reserves the right to take action if in its sole discretion, Apple determines or has reason to believe You have violated a term of this Agreement. These actions may include limiting, suspending, or revoking Your access to Apple Weather Data and WeatherKit APIs.

4. Additional Liability Disclaimer. NEITHER APPLE NOR ITS LICENSORS OR SERVICE PROVIDERS SHALL BE LIABLE FOR ANY DAMAGES OR LOSSES ARISING FROM ANY USE, MISUSE, RELIANCE ON, INABILITY TO USE, INTERRUPTION, SUSPENSION OR TERMINATION OF THE WEATHERKIT APIS, INCLUDING ANY INTERRUPTIONS DUE TO SYSTEM FAILURES, NETWORK ATTACKS, OR SCHEDULED OR UNSCHEDULED MAINTENANCE.

5. Indemnification. Without limiting Apple's other rights under this Agreement, You agree to indemnify and hold harmless each Apple Indemnified Party from any and all Losses incurred by such Apple Indemnified Party arising from or related to any claim that Your use of the WeatherKit APIs does not comply with local mapping laws or other applicable laws.

Attachment 9

(to the Agreement)

Additional Terms for Subscriptions Purchased Through the Apple Developer App

Through the Apple Developer app, You may be able to pay for Program fees, and, as a Program member, purchase and use other subscriptions. For this Attachment 9 only, "Apple" means:

- Apple Inc., located at One Apple Park Way, Cupertino, California, if You are located in the United States, including Puerto Rico;
- Apple Canada Inc., located at 120 Bremner Blvd., Suite 1600, Toronto ON M5J 0A8, Canada if You are located in Canada;
- Apple Services LATAM LLC, located at 1 Alhambra Plaza, Ste 700 Coral Gables, Florida, if You are located in Mexico, Central or South America, or any Caribbean country or territory (excluding Puerto Rico);
- iTunes K.K., located at Roppongi Hills, 6-10-1 Roppongi, Minato-ku, Tokyo 106-6140, Tokyo if You are located in Japan;
- Apple Pty Limited, located at Level 3, 20 Martin Place, Sydney NSW 2000, Australia, if You are located in Australia or New Zealand, including in any of their territories or affiliated jurisdictions; and
- Apple Distribution International Ltd., located at Hollyhill Industrial Estate, Hollyhill, Cork, Republic of Ireland, if You are located anywhere else.

Subscriptions automatically renew until cancelled in Your account holder's account settings. Charges occur no more than twenty-four (24) hours prior to the renewal date. To learn more about cancelling subscriptions, visit https://support.apple.com/HT202039.

Apple will charge Your account holder's selected payment method for any subscription, including any taxes. If Your account holder has also added it to their Apple Wallet, Apple may charge their selected payment method in Apple Wallet using Apple Pay. Your account holder can associate multiple payment methods with their Apple Account, and You agree Apple may store and charge them. The primary payment method appears at the top of the account settings payments page.

If the primary payment method cannot be charged for any reason, You authorize Apple to attempt to charge Your account holder's other eligible payment methods from top to bottom as they appear on the account settings payments page. If Apple cannot charge Your account holder, You remain responsible for any uncollected amounts, and Apple may attempt to charge again or request another payment method. This may change the date on which billing occurs. As permitted by law, Apple may automatically update payment information if it is provided by the payment networks or financial institutions.

Program membership includes up to 500,000 WeatherKit API calls per month. If You purchase a subscription for WeatherKit API calls, for the duration of the subscription it will replace the WeatherKit API calls included with Program membership.

Program members are also eligible to use up to twenty-five (25) Xcode Cloud compute hours per month. If You purchase a subscription for Xcode Cloud compute hours, for the duration of the subscription it will replace the twenty-five (25) Xcode Cloud compute hours per month that You are eligible to use as a Program member. Apple reserves the right to onboard You to Xcode Cloud, or to provide You the opportunity to purchase a subscription to Xcode Cloud compute hours, as capacity permits. If You cancel and opt out of using Xcode Cloud immediately, Your account holder can contact Apple Support to request a refund.

Subscription upgrades take effect immediately and a refund will be provided based on the time remaining in the month for the original subscription. Downgrades or cancellations of a subscription take effect at the next billing date. Apple reserves the right to calculate or deny

requests for refunds based on usage of WeatherKit API calls or Xcode Cloud compute hours.

Attachment 10
(to the Agreement)
Additional Terms for the use of MDM

1. Use of MDM and Configuration Profiles

1.1 You may access or use MDM only for in-house management of Your employees' Apple-branded devices owned or controlled by You, or Your Authorized Developers' Authorized Test Units; or, if You are selected by Apple as a third-party MDM developer, solely to provide access to MDM to Your MDM Customers as part of an MDM Compatible Product. A Configuration Profile must be installed on each device before use of MDM or device configurations with such Product. You or Your MDM Customers may only use MDM with a Certificate and Configuration Profile configured to respond to the Certificate assigned to You or such MDM Customer for Your MDM Compatible Products. Use of MDM is only permitted as expressly authorized in this Agreement, the MDM Protocol and Documentation, and in accordance with applicable laws.

1.2 To use MDM, You must maintain a secure server to interact with Apple's APN and/or other Apple web services. You may not excessively use the overall network capacity or bandwidth of such servers or services, or harm, interfere, or disrupt Apple's networks or servers, any third-party networks or servers connected to the APN, other Apple web services, or MDM.

1.3 Except as expressly set forth herein, You will not share materials or documentation provided by Apple as a part of MDM with any third party. Except as expressly authorized herein, You agree not to sell, resell, lease, or otherwise provide access or use of MDM, in whole or in part, to a third party or attempt to create a substitute or similar service through use of, or access to, MDM, or use MDM with products other than compatible Apple-branded products.

2. Additional Requirements For In-House Deployment

2.1 If You are using MDM for Your own in-house deployment, You agree to inform Your employees and/or Authorized Developers prior to installation of Configuration Profiles, that You will be able to interact with their devices remotely, including but not limited to by inspecting, installing or removing profiles, viewing which applications are installed, using secure erase functions, and enforcing device passcodes. You represent and warrant to Apple that You have all the necessary rights and consents to collect, use and manage any information You obtain through use of the MDM Protocol in this manner.

2.2 You may not use MDM for the purpose of monitoring Your employees, Your Authorized Developers, or any devices in an undisclosed way or for phishing, harvesting or otherwise collecting unauthorized information, including, but not limited to, engaging in any activity that violates user privacy, or that is inappropriate or illegal.

2.3 All information that You obtain through use of MDM for in-house deployment may only be used for Your internal information technology and device management purposes, and in accordance with applicable laws.

3. Additional Requirements for MDM Compatible Products

3.1 Except as set forth in **Section 2**, You may only use MDM for purposes of developing and distributing MDM Compatible Products to Your MDM Customers if You have been selected by Apple as a third-party developer for such MDM Compatible Products. You may not use MDM, in whole or in part, to provide MDM Compatible Products for non-commercial, personal use, unless otherwise expressly permitted in writing by Apple. Further, You may not license, sell or otherwise provide MDM, in whole or in part, apart from its use within a Compatible Product.

3.2 Your MDM Compatible Products that use MDM may not be designed or marketed to monitor end users or compatible Apple-branded products in any unauthorized way, e.g., phishing, harvesting or engaging in activities that violate user privacy, or are otherwise improper or illegal.

3.3 Except as set forth herein, all information that You obtain through the use of MDM may only be used to develop or deploy MDM Compatible Products for Your MDM Customers, and in accordance with applicable laws.

4. Certificate Usage for MDM Compatible Products

4.1 Your MDM Customers must obtain a Certificate for MDM from Apple to use MDM with Your MDM Compatible Products, and can apply for such Certificate if You have signed their certificate-signing request (CSR). You may sign CSRs only for Your MDM Customers whose enterprise name and individual contact information You have verified. Upon request, You agree to provide such information to Apple and cooperate with Apple regarding their use of MDM – e.g., contacting such entity if there is a problem with their use of MDM or Certificate application.

4.2 You may not provide, share, or transfer Your Certificate for authenticating MDM Customers to any other entity, including Your MDM Customers or any of Your resellers. You agree to take appropriate measures to safeguard the security and privacy of such Certificate, and may not include it within Your Compatible Product. For clarity, You may use the MDM Protocol to develop Your Compatible Product to assist Your MDM Customers with generating keys and sending a CSR to You. You may not generate or otherwise access Your MDM Customer's private key, nor may You interfere with Apple's processes for providing Certificates. Further, You will not induce others to violate the terms of the MDM Certificate service agreement with Apple or any Apple policies for use of MDM, Configuration Profiles, or Certificates.

4.3 You are solely responsible for providing Your MDM Customers with support and assistance, including but not limited to any documentation and end-user support and warranties.

5. Your Acknowledgements: You acknowledge and agree that:

5.1 Any Configuration Profiles sent via MDM or approved mechanisms are sent by You, not Apple, and You are solely liable and responsible for use of MDM and Configuration Profiles by You, Your employees, Your Authorized Developers, or Your MDM Customers.

5.2 Apple may at any time, with or without prior notice to You, (a) modify, suspend, or discontinue all or any portion of MDM, including changing or removing any feature or functionality, or (b) modify, reissue or republish the MDM Protocol. Apple makes no guarantees regarding the availability, reliability, or performance of MDM. Apple is not obligated to provide any maintenance, technical or other support for MDM.

5.3 Apple reserves the right to remove Your access to MDM at any time in its sole discretion. Apple also reserves the right to revoke or disable Your Certificates, or Your MDM Customers' Certificates for MDM, in its sole discretion.

6. Additional Liability Disclaimer. APPLE SHALL NOT BE LIABLE FOR ANY COSTS, EXPENSES, DAMAGES, OR LOSSES ARISING FROM OR RELATED TO YOUR USE OF MDM OR CONFIGURATION PROFILES, INCLUDING BUT NOT LIMITED TO SCHEDULED OR UNSCHEDULED MAINTENANCE, SERVICE INTERRUPTIONS, LOST OR STOLEN DATA, ANY LIABILITY FROM YOUR ACCESS TO DEVICES THROUGH USE OF MDM OR CONFIGURATION PROFILES (INCLUDING ANY PRIVACY VIOLATIONS) OR FOR APPLE'S PERFORMANCE OR FAILURE TO PERFORM UNDER THIS AGREEMENT.

Attachment 11
(to the Agreement)
Additional Terms for the use of EnergyKit

1. To use EnergyKit You must be (a) an automaker that manufactures mass-market, light-duty, four-wheeled, passenger electric vehicles which are sold in the contiguous United States, and Your Application must be primarily designed to facilitate electric vehicle (EV) charging, or (b) a thermostat original equipment manufacturer, and Your Application must be primarily designed to operate smart thermostats. The functionality of Your Application to facilitate EV charging or operate smart thermostats must be clearly evident in Your Application's user interface and marketing materials. You and Your Application may not use the EnergyKit APIs or any EnergyKit data for any purpose other than changing how or when devices under the Application's control consume energy and providing such data to the end user.

2. You or Your Application may not use EnergyKit APIs for any illegal and/or harmful purpose, including any activity that is materially adverse to the interests of a utility company (including its affiliates or contractors), energy grid reliability, or energy grid security. You may not use the EnergyKit APIs to enable or permit bulk downloads or feeds of the EnergyKit data, or any portion thereof, or to attempt to extract or scrape any portions of the EnergyKit data. For example, neither You nor Your Applications may use or make available the EnergyKit data, or any portion thereof, as part of any secondary or derived database, or to train artificial intelligence models. Your Application may access the EnergyKit data only through the EnergyKit APIs.

3. To use EnergyKit, You must provide to EnergyKit Energy Usage Feedback reported by end users' devices to Your Application. As used in this Attachment 11, "Energy Usage Feedback" means energy data reported by devices and submitted to EnergyKit via Your Application.

4. Developers must follow the EnergyKit Style Guide and Marketing Guidelines when referring to features powered by EnergyKit. If any data You collect from end users will be used for marketing, including personalized recommendations, You will first obtain valid consent from end users.

5. IN ADDITION TO THE LIMITATION OF LIABILITY IN SECTION 13, NEITHER APPLE NOR ITS LICENSORS OR SERVICE PROVIDERS SHALL BE LIABLE FOR ANY DAMAGES OR LOSSES ARISING FROM ANY USE, MISUSE, RELIANCE ON, INABILITY TO USE, INTERRUPTION, SUSPENSION, OR TERMINATION OF THE ENERGYKIT APIS, INCLUDING ANY INTERRUPTIONS DUE TO SYSTEM FAILURES, NETWORK ATTACKS, OR SCHEDULED OR UNSCHEDULED MAINTENANCE.

Attachment 12
(to the Agreement)
Additional Terms for iOS Apps in Japan

1. Definitions

"**Alternative App Marketplace (Japan)**" 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 Attachment, "**Applications**" includes Your Applications as well as Applications from other developers unless otherwise specified.

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

"**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 2811 Ponce de Leon Boulevard, Floor 12, Coral Gables, Florida 33134; or iTunes K.K., located at Roppongi Hills, 6-10-1 Roppongi, Minato-ku, Tokyo 106-6140, Tokyo.

"**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 Attachment.

"**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 (Japan), or as an Alternative App Marketplace (Japan), 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 Attachment, Schedule 2 and 3 to the Agreement ("**Paid Applications Agreement**"), and/or Schedule 1 to the Agreement.

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

"**Out-of-App Offers**" means directing end users from Your Application that is distributed on the App Store to a website to purchase digital goods and services in accordance with the requirements of **Section 3** of this Attachment. You may choose to do so using an actionable link (i.e., a link that can be tapped or scanned) that opens in the default web browser app.

2. Alternative Distribution on iOS in Japan

2.1 Alternative App Marketplaces (Japan)

A. You must obtain an entitlement profile for Your Application for it to be an Alternative App Marketplace (Japan); the entitlement profile is compatible only with devices in Japan on iOS 26.2, or later. You must request access on the Apple Developer Program web portal to distribute Your

Alternative App Marketplace (Japan) through Your Marketplace Website (Japan); distribution through Your Marketplace Website (Japan) is compatible only with devices in Japan on iOS 26.2, or later.

In addition to the requirements in the Agreement and the Apple Materials, the following requirements must be met for an Alternative App Marketplace (Japan):

- You must be enrolled in the Apple Developer Program as an organization.

- You must meet at least one of the following criteria, as demonstrated by you providing the relevant information to Apple as specified in the Apple Materials:

    - 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 worldwide in the prior calendar year. A **"First Annual Install"** is the first time in a twelve-month period that an Apple account (Apple Account or Managed Apple Account) installs Your Application on iOS and/or iPadOS. This installation may occur after a download, redownload, or update of an Application distributed through the App Store, TestFlight, as a Custom Application, or through alternative distribution.

    - Provide Apple with a standby letter of credit from a BBB- or better rated (or equivalent by S&P, Fitch, or Moody's) financial institution in the amount of at least USD 1 million (or equivalent amount in local currency) according to the instructions specified in the Apple Materials, and maintain that standby letter of credit for at least 6 months after Your Alternative App Marketplace (Japan) begins distributing apps to customers.

- Your Application must:

    - Be a new binary that is distributed solely on iOS in Japan (except for any other jurisdiction or Apple platform expressly permitted by Apple under the Agreement (including any addenda) for which You have likewise obtained a corresponding entitlement profile); and

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

    - Be distributed only from Your Marketplace Website (Japan).

- You must:

    - 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 in Japan.

- 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., laws on provision of digital goods or services, or marketplaces, data protection and consumer protection;

- You must provide a mechanism for end users, Apple, developers of Applications on Your Alternative App Marketplace (Japan), and other parties to notify You of intellectual property disputes related to Your Alternative App Marketplace (Japan), Your Marketplace Website

(Japan), and/or Applications distributed on Your Alternative App Marketplace (Japan), and handle them accordingly. If You become aware that content in Your Alternative App Marketplace (Japan), Your Marketplace Website (Japan), or an Application on Your Alternative App Marketplace (Japan) 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 (Japan) that frequently provide infringing content;

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

- You must engage in ongoing monitoring and detection of fraudulent, malicious, or illegal activity in Your Marketplace Website (Japan) or Your Applications (including Your Alternative App Marketplace (Japan)), or fraudulent, malicious, or illegal developers or Applications in Your Alternative App Marketplace (Japan), 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 (Japan), Your Marketplace Website (Japan), or Applications distributed on Your Alternative App Marketplace (Japan) or Your Marketplace Website (Japan), 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 (Japan) 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 (Japan);

- You may not scrape, mine, retrieve, cache, analyze, or index metadata, including developer or app metadata, from the App Store for use by Your Alternative App Marketplace (Japan) or Your Marketplace Website (Japan). 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 backups to iCloud or a computer) and redownloading of Applications distributed by Your Alternative App Marketplace (Japan) or of Your Alternative App Marketplace (Japan) must be free of charge.

B. In addition, to help verify that installations of Applications from Your Alternative App Marketplace (Japan) or of Your Alternative App Marketplace (Japan) are valid, Your Alternative App Marketplace (Japan) 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 (Japan); 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 (Japan).

2.2 Applications distributed on an Alternative App Marketplace (Japan)

A. Entitlement profiles You request that are available for Applications when they are distributed on the App Store on iOS in Japan may be used for Applications when they are distributed on Alternative App Marketplaces (Japan) on iOS in Japan, 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 on the App Store. This includes the entitlement profile for Out-of-App Offers or offering Alternative Payment Processing under this Attachment.

B. Apple reserves the right to communicate with any Alternative App Marketplace (Japan) 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. The terms of this **Section 2.3** apply to Alternative App Marketplaces (Japan), Your Marketplace Website (Japan), and Applications distributed on Alternative App Marketplaces (Japan).

B. To be available for installation on iOS, Alternative App Marketplaces (Japan) and Applications distributed on Alternative App Marketplaces (Japan) must follow the terms of the Agreement, including the Notarization Review Guidelines.

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

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

- Notwithstanding **Section 3.3.9(C)** of the Agreement, use of Apple Pay APIs for purchases (including digital or physical) by Applications when they are distributed on Alternative App Marketplaces (Japan), as well as by Alternative App Marketplaces (Japan), 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 Attachment, 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**

- **Attachment 2**; and

- **Schedules 1**, **2**, and **3** to the Agreement do not apply.

This **Section 2.3(C)** has no bearing on the terms of the Agreement that apply to Applications and Licensed Applications when they are distributed on 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 (Japan), or Your or other developers' Applications distributed on an Alternative App Marketplace (Japan) must be suitable for all audiences (age 4+).

E. Notwithstanding the terms of the 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 (Japan) that distributes Your Licensed Application and integrates with the Marketplace Search API, for search and discovery of content through iOS on iOS devices. 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 (Japan), or intent to distribute through an Alternative App Marketplace (Japan), is authorized for export from the United States to anywhere in Japan 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 local 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 local 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 Attachment, in addition to the other requirements set forth in the Agreement, such Service Provider must comply with the requirements set forth in **Section 14.8** of the Agreement.

G. Your Alternative App Marketplace (Japan), Your Marketplace Website (Japan), or Application distributed on an Alternative App Marketplace (Japan), 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, TestFlight, App Store Connect, the App Store icon, the TestFlight 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 (Japan) or Your Marketplace Website (Japan)). You shall not, indirectly or directly, suggest or imply that Apple recommends, endorses, or sponsors You, the Alternative App Marketplace (Japan), Your Marketplace Website (Japan), 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 Agreement.

H. Your Alternative App Marketplace (Japan), or Application distributed on an Alternative App Marketplace (Japan), may not aggregate and display links that direct end users to the App Store (for example, as a storefront or marketplace).

I. Your Alternative App Marketplace (Japan), or Application distributed on an Alternative App Marketplace (Japan) must:

- Adopt MarketplaceKit in accordance with the Apple Materials; and

- Declare in the Info.plist whether Your Alternative App Marketplace (Japan), or Application distributed on an Alternative App Marketplace (Japan) offers digital goods and services for purchase, in accordance with the Apple Materials.

3. App Store iOS Business Terms for Japan

3.1 Eligibility and Program Requirements for Alternative Payment Processing and Out-of-App Offers

A. To use Alternative Payment Processing or Out-of-App Offers, Your Application must:

1. Be distributed on iOS in the Japan storefront of the App Store; and

2. Be submitted with the entitlement described in the Apple Materials.

B. You must ensure that in the Japan storefront, Your Application does not offer:

- Out-of-App Offers to any end user, if Your Application is in the Kids category of the App Store;

- Out-of-App Offers to end users who are under 13 years of age; or

- Alternative Payment Processing to end users under 18 years of age, or Out-of-App Offers to end users who are 13 to under 18 years of age, unless You have provided those options behind a parental gate.

C. Your Application may not use disparaging language or visual treatments that discourage or interrupt use of Apple's in-app purchase system.

D. Further, where Your Application uses Alternative Payment Processing and/or Out-of-App Offers via actionable links (collectively, **"payment options"**), for each digital purchase merchandised on any user interface of Your Application, You must:

- Offer Apple's in-app purchase system along with any other payment option You choose to include on such user interface;

- Display Apple's in-app purchase system at least as prominently as and at any time that any other payment option is shown on such user interface; and

- When presented in the same user interface as another payment option, follow the instructions in the Apple Materials for presenting Apple's in-app purchase system.

E. You may not include information about purchasing on a website or a link to a website for purchasing, or information about purchasing with Alternative Payment Processing, on the App Store product page of Your Application.

F. Notwithstanding **Section 3.3.9(C)** of the Agreement, the Apple Pay APIs may be used in Your Application for digital purchases offered via Out-of-App Offers or Alternative Payment Processing.

G. Where Your Application uses Alternative Payment Processing and/or Out-of-App Offers, You may not use the StoreKit External Link Account entitlement profile for reader apps in Your

Application. Use of the StoreKit External Link Account entitlement profile for reader apps does not constitute using Alternative Payment Processing or Out-of-App Offers.

H. TestFlight may be used for purposes of beta testing Alternative Payment Processing and/or Out-of-App Offers, provided that any transactions incurred in such testing are provided to testers at no cost.

I. The entitlement profile for Alternative Payment Processing and/or Out-of-App Offers is only compatible with devices in Japan on iOS 26.2, 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 APIs to (1) determine that You may use Alternative Payment Processing and confirm eligibility and ability to make payments; and (2) when applicable, display the system disclosure sheet. For a time, You may need to display the system disclosure sheet following the instructions in the Apple Materials; see the Apple Materials for more details.

B. The in-app payment flow You provide for end users using Your Alternative Payment System must complete within Your same Application.

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

3.3 Out-of-App Offers: Design and Technical Requirements

A. Prior to each instance of Out-of-App Offers using an actionable link from Your Application to take the end user to a website to purchase digital goods or services, You must call the relevant StoreKit APIs to (1) determine that You may use Out-of-App Offers, and confirm eligibility and ability to make payments; and (2) when applicable, display the system disclosure sheet. For a time, You may need to display the system disclosure sheet following the instructions in the Apple Materials; see the Apple Materials for more details.

B. In addition to requirements provided in the Apple Materials, any actionable link You provide in Your Application for Out-of-App Offers under this Attachment must:

- Open a window or tab in the default web browser app on the device for the end user to complete the transaction, and may not open a web view; and

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

3.4 Commerce Requirements

A. Digital purchases sold on a website to end users after Out-of-App Offers from Your Application, and which are marketed as being for use in an Application, must be available for use in that Application.

B. If Your Application uses Alternative Payment Processing or Out-of-App Offers 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.

C. You certify that any payment service provider You use outside or within Your Application

meets Level 1 Payment Card Industry (PCI) compliance for handling credit and debit card data (if applicable), and complies with the any applicable laws on provision of payment services when not handling credit and debit card data.

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

3.5 Commissions and Payments in the Japan Storefront of the App Store

A. The terms in this **Section 3.5** apply to iOS Applications distributed on the Japan storefront of the App Store.

B. For Alternative Payment Processing, Apple is entitled to an App Store commission of twenty-one percent (21%) of resulting sales of digital goods or services, including one-time purchases and auto-renewing subscriptions. The commission rate is ten percent (10%) for such transactions (1) while You are a participant in the App Store Small Business Program; (2) where Your Application participates in the Apple Video Partner Program or Mini Apps Partner Program and the transaction would have qualified for a program rate if made with Apple's in-app purchase system; or (3) where the transaction is an auto-renewal in the second year or later of an auto-renewing subscription. For 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, subject to any refunds, reversals, or chargebacks, net of transaction taxes charged by You.

C. For Apple's in-app purchase system, the Paid Applications Agreement is amended and restated for resulting sales so that Apple's commission rate for the sale of Licensed Applications is twenty-one percent (21%). And (1) while You are a participant in the App Store Small Business Program; (2) where the sale qualifies for a program rate under the Apple Video Partner Program or Mini Apps Partner Program; or (3) 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(C)**, there is additionally a five percent (5%) fee for the App Store's payment processing and related commerce services.

D. For Out-of-App Offers, Apple is entitled to a store services commission of fifteen percent (15%) on sales of digital goods or services (including one-time purchases and auto-renewing subscriptions) on a website, which are initiated within seven (7) calendar days after the end user taps or scans an actionable link to go from Your Application to the website. The commission rate is ten percent (10%) for such transactions while You are a participant in the App Store Small Business Program; (2) where Your Application participates in the Apple Video Partner Program or Mini Apps Partner Program and the transaction would have qualified for a program rate if made with Apple's in-app purchase system; or (3) where the transaction is an auto-renewal in the second year or later of an auto-renewing subscription. For 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. Where the transaction is a subscription (including free trials or offers), subsequent auto-renewals are all subject to commission. Such commission applies to all amounts payable by each end user, subject to any refunds, reversals, or chargebacks, net of transaction taxes charged by You.

4. Core Technology Commission

A. The terms of this Section 4 apply to Alternative App Marketplaces (Japan) or Applications distributed on an Alternative App Marketplace (Japan).

B. The Core Technology Commission applies to any sales of digital goods or services (including one-time purchases and auto-renewing subscriptions) that are completed in Your Alternative App Marketplace (Japan) or Your Application distributed on an Alternative App

Marketplace (Japan), and can be used in an Application distributed on an Apple platform.

C. The Core Technology Commission also applies to any sales of digital goods or services on an Apple platform (including one-time purchases and auto-renewing subscriptions) that are required to download or access an Alternative App Marketplace (Japan) or an Application distributed on an Alternative App Marketplace (Japan).

D. Lastly, the Core Technology Commission applies to any sales on a website of digital goods or services (including one-time purchases and auto-renewing subscriptions) that can be used in an Application distributed on an Apple platform, if the sales were initiated within seven (7) calendar days after the end user taps or scans an actionable link to go from Your Alternative App Marketplace (Japan) or Application distributed on an Alternative App Marketplace (Japan) Application to the website. In such instances, where the sale is a subscription (including free trials or offers), subsequent auto-renewals are also sales covered under this **Section 4(C)**.

E. The Core Technology Commission is five percent (5%) of all sales covered in this **Section 4**. Such commission applies to all amounts payable by each end user, subject to any refunds, reversals, or chargebacks, net of transaction taxes charged by You.

5. Additional Commerce Terms

5.1 General

A. For the purposes of **Sections 3.4** and **3.5**, and this **Section 5**, "Apple" may be an Apple Entity, depending on Your location, or the storefront of the end user. See the Apple Materials for more details. This **Section 5** applies to any sales subject to commissions and/or fees owed to Apple under **Sections 3** and/or **4**.

B. Solely for the purpose of sales covered under this **Section 5**, You act as the seller in Your own name and on Your own account.

5.2 Reporting, Invoicing, Payments

A. You must provide Apple with reports of sales, according to the timelines and requirements provided in the Apple Materials.

B. 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 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).

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. If the reports You submit show You issued a refund, Apple will reimburse You the commission paid to Apple on the sale to which the refund relates, and will do so in the form of credit in future invoices.

D. Where a sale subject to commissions and/or fees to Apple under **Section 3** and/or **4** is made by someone other than You, You must have an agreement with them that applies the requirements of this Attachment to those sales, and You are responsible (including by enforcing Your agreement with them if necessary) for ensuring they send reports of sales to Apple and pay Apple applicable commissions and/or fees, in accordance with the timelines and requirements in the Apple Materials and this Attachment.

E. This **Section 5.2(E)** applies in addition to Apple's other rights under the 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. And if You fail to pay Apple any or all amounts due and owed by You or any of Your affiliates to Apple under or in connection with the Agreement or any other agreement, Apple reserves the right, at any time and from time to time, to offset those amounts (in whole or in part) against any amounts (including any amounts collected by Apple on Your behalf from end users) owed by Apple to You or Your affiliates. 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 the Agreement or otherwise.

5.3 Taxes

A. You are responsible for taxes, including (but not limited to): (i) determining if a sale 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 sale, 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 Attachment.

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 Attachment 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 Attachment, 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 Attachment 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 or Your Application's ability to operate an Alternative App Marketplace (Japan), to be distributed on an Alternative App Marketplace (Japan), or to use Alternative Payment Processing, or Out-of-App Offers among any other rights Apple has under the Agreement. You agree to indemnify and hold harmless the Apple Indemnified Parties for any Losses arising from this requirement.

5.4 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 sales, and refunds claimed, including taxes, for three (3) years following the date of transmission of reports to Apple. Apple may examine and audit Your books and records relating to any sales covered under this **Section 5** and refunds claimed on such sales during such three-year period to verify the accuracy of payments to Apple. For 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.

6. General Terms

6.1 Entitlement Profiles

A. Some capabilities in this Attachment 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 Attachment.

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, Alternative Payment Processing and/or Out-of-App Offers) 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 Attachment and the 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 for distribution pursuant to the Agreement (including as permitted under this Attachment).

C. The entitlement profile for Out-of-App Offers and Alternative Payment Processing is only permitted for use when Your Application is distributed on 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 Attachment 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. You may not use entitlement profiles provided under this Attachment with applications developed or distributed under the Apple Developer Enterprise Program License Agreement).

6.2 Reservation of Rights

While in no way limiting Apple's other rights under the 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 Attachment or the Agreement, Apple reserves the right to revoke Your access to any or all of the APIs associated with this Attachment immediately upon notice to You; require You to remove from Your Application an entitlement profile associated with this Attachment; 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.

Schedule 1

1. Appointment of Agent

1.1 You hereby appoint Apple and Apple Subsidiaries (collectively "Apple") as: (i) Your agent for the marketing and delivery of the Licensed Applications to end-users located in those regions listed on Exhibit A, Section 1 to this Schedule 1, subject to change; and (ii) Your commissionaire for the marketing and delivery of the Licensed Applications to end-users located in those regions listed on Exhibit A, Section 2 to this Schedule 1, subject to change, during the Delivery Period. The most current list of App Store regions among which You may select shall be set forth in the App Store Connect tool and the Custom App Distribution Site and may be updated by Apple from time to time. You hereby acknowledge that Apple will market and make the Licensed Applications available for download by end-users, through one or more App Stores or the Custom App Distribution Site, for You and on Your behalf. For purposes of this Schedule 1, the following terms apply:

"Custom App" or "Custom Application" means a Licensed Application custom developed by You for use by specific organizations or third-party business customers, including proprietary Licensed Applications developed for Your organization's internal use.

(a) "You" shall include App Store Connect users authorized by You to submit Licensed Applications and associated metadata on Your behalf; and

(b) "end-user" includes individual purchasers as well as eligible users associated with their account via Family Sharing or Legacy Contacts. For institutional customers, "end-user" shall mean the individual authorized to use the Licensed Application, the institutional administrator responsible for management of installations on shared devices, as well as authorized institutional purchasers themselves, including educational institutions approved by Apple, which may acquire the Licensed Applications for use by their employees, agents, and affiliates.

(c) For the purposes of this Schedule 1, the term "Licensed Application" shall include any content, functionality, extensions, stickers, or services offered in the software application.

"Volume Content Service" means an Apple service that offers the ability to obtain Custom Applications and make purchases of Licensed Applications in bulk subject to the Volume Content Terms, conditions, and requirements.

1.2 In furtherance of Apple's appointment under Section 1.1 of this Schedule 1, You hereby authorize and instruct Apple to:

(a) market, solicit and obtain orders on Your behalf for Licensed Applications from end-users located in the regions identified by You in the App Store Connect tool;

(b) provide hosting services to You subject to the terms of the Agreement, in order to allow for the storage of, and end-user access to, the Licensed Applications and to enable third-party hosting of such Licensed Applications solely as otherwise licensed or authorized by Apple;

(c) make copies of, format, and otherwise prepare Licensed Applications for acquisition and download by end-users, including adding the Security Solution and other optimizations identified in the Agreement;

(d) allow or, in the case of cross-border assignments of certain purchases, arrange for end-users to access and re-access copies of the Licensed Applications, so that end-users may acquire from You and electronically download those Licensed Applications, Licensed Application Information, and associated metadata through one or more App Stores or the Custom App Distribution Site. In

addition, You hereby authorize distribution of Your Licensed Applications under this Schedule 1 for use by: (i) end-users with accounts associated with another end-user's account via Family Sharing; (ii) eligible Legacy Contacts of an end-user to access Your Licensed Application along with associated information and metadata stored in iCloud as described in https://support.apple.com/kb/HT212360; (iii) multiple end users under a single Apple Account when the Licensed Application is provided to such end-users through Apple Configurator in accordance with the Apple Configurator software license agreement; and (iv) a single institutional customer via Custom App Distribution for use by its end-users and/or for installation on devices with no associated Apple Accounts that are owned or controlled by that institutional customer in accordance with the Volume Content Terms, conditions, and program requirements;

(e) use (i) screenshots, previews, and/or up to 30 second excerpts of the Licensed Applications; (ii) trademarks and logos associated with the Licensed Applications; and (iii) Licensed Application Information, for promotional purposes in marketing materials and gift cards and in connection with vehicle displays, excluding those portions of the Licensed Applications, trademarks or logos, or Licensed Application Information which You do not have the right to use for promotional purposes, and which You identify in writing at the time that the Licensed Applications are delivered by You to Apple under Section 2.1 of this Schedule 1, and use images and other materials that You may provide to Apple, at Apple's reasonable request, for promotional purposes in marketing materials and gift cards and in connection with vehicle displays. In addition, and subject to the limitation set forth above, You agree that Apple may use screenshots, icons, and up to 30 second excerpts of Your Licensed Applications for use at Apple Developer events (e.g., WWDC, Tech Talks) and in developer documentation;

(f) otherwise use Licensed Applications, Licensed Application Information and associated metadata as may be reasonably necessary in the marketing and delivery of the Licensed Applications in accordance with this Schedule 1. You agree that no royalty or other compensation is payable for the rights described above in Section 1.2 of this Schedule 1; and

(g) facilitate distribution of pre-release versions of Your Licensed Applications ("Beta Testing") to end-users designated by You in accordance with the Agreement, availability, and other program requirements as updated from time to time in the App Store Connect tool. For the purposes of such Beta Testing, You hereby waive any right to collect any purchase price, proceeds or other remuneration for the distribution and download of such pre-release versions of Your Licensed Application. You further agree that You shall remain responsible for the payment of any royalties or other payments to third parties relating to the distribution and user of Your pre-release Licensed Applications, as well as compliance with any and all laws for territories in which such Beta Testing takes place. For the sake of clarity, no commission shall be owed to Apple with respect to such distribution.

1.3 The parties acknowledge and agree that their relationship under this Schedule 1 is, and shall be, that of principal and agent, or principal and commissionaire, as the case may be, as described in Exhibit A, Section 1 and Exhibit A, Section 2 respectively, and that You, as principal, are, and shall be, solely responsible for any and all claims and liabilities involving or relating to, the Licensed Applications, as provided in this Schedule 1. The parties acknowledge and agree that Your appointment of Apple as Your agent or commissionaire, as the case may be, under this Schedule 1 is non-exclusive. You hereby represent and warrant that You own or control the necessary rights in order to appoint Apple and Apple Subsidiaries as Your worldwide agent and/or commissionaire for the delivery of Your Licensed Applications, and that the fulfillment of such appointment by Apple and Apple Subsidiaries shall not violate or infringe the rights of any third party.

1.4 For purposes of this Schedule 1, the "Delivery Period" shall mean the period beginning on the Effective Date of the Agreement, and expiring on the last day of the Agreement or any renewal thereof; provided, however, that Apple's appointment as Your agent shall survive expiration of the Agreement for a reasonable phase-out period not to exceed thirty (30) days and

further provided that, solely with respect to Your end-users, subsections 1.2(b), (c), and (d) of this Schedule 1 shall survive termination or expiration of the Agreement unless You indicate otherwise pursuant to sections 4.1 and 6.2 of this Schedule 1.

1.5 All of the Licensed Applications delivered by You to Apple under Section 2.1 of this Schedule 1 shall be made available by Apple for download by end-users at no charge. Apple shall have no duty to collect any fees for the Licensed Applications for any end-user and shall have no payment obligation to You with respect to any of those Licensed Applications under this Schedule 1. In the event that You intend to charge end-users a fee for any Licensed Application or In-App Purchase, You must enter (or have previously entered) into a separate extension of this agreement (Schedule 2) with Apple with respect to that Licensed Application. In the event that You intend to charge end-users a fee for any Custom Apps, You must enter (or have previously entered) into a separate extension of this agreement (Schedule 3) with Apple with respect to that Custom App.

2. Delivery of the Licensed Applications to Apple

2.1 You will deliver to Apple, at Your sole expense, using the App Store Connect tool or other mechanism provided by Apple, the Licensed Applications, Licensed Application Information and associated metadata, in a format and manner prescribed by Apple, as required for the delivery of the Licensed Applications to end-users in accordance with this Schedule 1. Metadata You deliver to Apple under this Schedule 1 will include: (i) the title and version number of each of the Licensed Applications; (ii) the regions You designate, in which You wish Apple to allow end-users to download those Licensed Applications; (iii) the end-users You designate as authorized downloaders of the Custom App; (iv) any copyright or other intellectual property rights notices; (v) Your privacy policy; (vi) Your end-user license agreement ("EULA"), if any, in accordance with Section 3.2 of this Schedule 1; and (vii) any additional metadata set forth in the Documentation and/or the App Store Connect Tool as may be updated from time to time, including metadata designed to enhance search and discovery for content on Apple-branded hardware.

2.2 All Licensed Applications will be delivered by You to Apple using software tools, a secure FTP site address and/or such other delivery methods as prescribed by Apple.

2.3 You hereby certify that all of the Licensed Applications You deliver to Apple under this Schedule 1 are authorized for export from the United States to each of the regions designated by You under Section 2.1 hereof, 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. 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, You certify that (i) none of the Licensed Applications contains, uses or supports any data encryption or cryptographic functions; or (ii) in the event that any Licensed 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, and are in possession of, and will, upon request, provide Apple with PDF copies of export classification ruling (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 Licensed Application, as required. You acknowledge that Apple is relying upon Your certification in this Section 2.3 in allowing end-users to access and download the Licensed Applications under this Schedule 1. Except as provided in this Section 2.3, Apple will be responsible for compliance with the requirements of the Export Administration Regulations in allowing end-users to access and download the Licensed Applications under this Schedule 1.

2.4 You shall be responsible for determining and implementing any age ratings or parental

advisory warnings required by the applicable government regulations, ratings board(s), service(s), or other organizations (each a "Ratings Board") for any video, television, gaming or other content offered in Your Licensed Application for each locality in the Territory. Where applicable, you shall also be responsible for providing any content restriction tools or age verification functionality before enabling end-users to access mature or otherwise regulated content within Your Licensed Application.

3. Ownership and End-User Licensing and Delivery of the Licensed Applications to End Users

3.1 You acknowledge and agree that Apple, in the course of acting as agent and/or commissionaire for You, is hosting, or pursuant to Section 1.2(b) of this Schedule 1 may enable authorized third parties to host, the Licensed Application(s), and is allowing the download of those Licensed Application(s) by end-users, on Your behalf. However, You are responsible for hosting and delivering content or services sold or delivered by You using the In-App Purchase API, except for content that is included within the Licensed Application itself (i.e., the In-App Purchase simply unlocks the content) or content hosted by Apple pursuant to Section 3.3 of Attachment 2 of the Agreement. The parties acknowledge and agree that Apple shall not acquire any ownership interest in or to any of the Licensed Applications or Licensed Applications Information, and title, risk of loss, responsibility for, and control over the Licensed Applications shall, at all times, remain with You. Apple may not use any of the Licensed Applications or Licensed Application Information for any purpose, or in any manner, except as specifically authorized in the Agreement or this Schedule 1.

3.2 You may deliver to Apple Your own EULA for any Licensed Application at the time that You deliver that Licensed Application to Apple, in accordance with Section 2.1 of this Schedule 1; provided, however, that Your EULA must include and may not be inconsistent with the minimum terms and conditions specified on Exhibit B to this Schedule 1 and must comply with all applicable laws in all regions where You wish Apple to allow end-users to download that Licensed Application. Apple shall enable each end-user to review Your EULA (if any) at the time that Apple delivers that Licensed Application to that end-user, and Apple shall notify each end-user that the end-user's use of that Licensed Application is subject to the terms and conditions of Your EULA (if any). In the event that You do not furnish Your own EULA for any Licensed Application to Apple, You acknowledge and agree that each end-user's use of that Licensed Application shall be subject to Apple's standard EULA (which is part of the App Store Terms of Service).

3.3 You hereby acknowledge that the EULA for each of the Licensed Applications is solely between You and the end-user and conforms to applicable law, and Apple shall not be responsible for, and shall not have any liability whatsoever under, any EULA or any breach by You or any end-user of any of the terms and conditions of any EULA.

3.4 As set forth in Guideline 3.1.3(a) "Reader" Apps, a Licensed Application may read or play content (specifically: magazines, newspapers, books, audio, music, and video) that is offered outside of the Licensed Application (such as, by way of example, through Your website) provided that, except in the United States storefront, where this prohibition does not apply, You do not link to or market external offers for such content within the Licensed Application. You are responsible for authentication access to content acquired outside of the Licensed Application.

3.5 To the extent You promote and offer in-app subscriptions, You must do so in compliance with all legal and regulatory requirements.

3.6 If Your Licensed Application is periodical content-based (e.g., magazines and newspapers), Apple may provide You with the name, email address, and zip code associated with an end-user's account when they request an auto-renewing subscription via the In-App Purchase API, provided that such user consents to the provision of data to You, and further provided that You may only use such data to promote Your own products and do so in strict

compliance with Your publicly posted Privacy Policy, a copy of which must be readily viewed and is consented to in Your Licensed Application.

4. Content Restrictions and Software Rating

4.1 You represent and warrant that: (a) You have the right to enter into this Agreement, to reproduce and distribute each of the Licensed Applications, and to authorize Apple to permit end-users to download and use each of the Licensed Applications through one or more App Stores or the Custom App Distribution Site; (b) none of the Licensed Applications, or Apple's or end-users' permitted uses of those Licensed Applications, violate or infringe any patent, copyright, trademark, trade secret or other intellectual property or contractual rights of any other person, firm, corporation or other entity and that You are not submitting the Licensed Applications to Apple on behalf of one or more third parties; (c) none of the Custom Apps, or Apple's or end-users' permitted uses of those Custom Apps, violate or infringe any patent, copyright, trademark, trade secret or other intellectual property or contractual rights of any other person, firm, corporation or other entity and that You are not submitting the Custom Apps to Apple on behalf of one or more third parties other than under license grant from one or more third parties subject to Apple's Volume Content Terms and/or Custom App Distribution; (d) each of the Licensed Applications is authorized for distribution, sale and use in, export to, and import into each of the regions designated by You under Section 2.1 of this Schedule 1, in accordance with the laws and regulations of those regions and all applicable export/import regulations; (e) none of the Licensed Applications contains any obscene, offensive or other materials that are prohibited or restricted under the laws or regulations of any of the regions You designate under Section 2.1 of this Schedule 1; (f) all information You provide using the App Store Connect tool, including any information relating to the Licensed Applications, is accurate and that, if any such information ceases to be accurate, You will promptly update it to be accurate using the App Store Connect tool; and (g) in the event a dispute arises over the content of Your Licensed Applications or use of Your intellectual property on the App Store or the Custom App Distribution Site, You agree to permit Apple to share Your contact information with the party filing such dispute and to follow Apple's app dispute process on a non-exclusive basis and without any party waiving its legal rights.

4.2 You shall use the software rating tool set forth on App Store Connect to supply information regarding each of the Licensed Applications delivered by You for marketing and fulfillment by Apple through the App Store or the Custom App Distribution Site under this Schedule 1 in order to assign a rating to each such Licensed Application. For purposes of assigning a rating to each of the Licensed Applications, You shall use Your best efforts to provide correct and complete information about the content of that Licensed Application with the software rating tool. You acknowledge and agree that Apple is relying on: (i) Your good faith and diligence in accurately and completely providing the requested information for each Licensed Application; and (ii) Your representations and warranties in Section 4.1 hereof, in making that Licensed Application available for download by end-users in each of the regions You designate hereunder. Furthermore, You authorize Apple to correct the rating of any Licensed Application of Yours that has been assigned an incorrect rating; and You agree to any such corrected rating.

4.3 In the event that any region You designate hereunder requires the approval of, or rating of, any Licensed Application by any government or industry regulatory agency as a condition for the distribution and/or use of that Licensed Application, You acknowledge and agree that Apple may elect not to make that Licensed Application available for download by end-users in that region from any App Stores or the Custom App Distribution Site.

5. Responsibility and Liability

5.1 Apple shall have no responsibility for the installation and/or use of any of the Licensed Applications by any end-user. You shall be solely responsible for any and all product warranties, end-user assistance and product support with respect to each of the Licensed Applications.

5.2 You shall be solely responsible for, and Apple shall have no responsibility or liability whatsoever with respect to, any and all claims, suits, liabilities, losses, damages, costs and expenses arising from, or attributable to, the Licensed Applications and/or the use of those Licensed Applications by any end-user, including, but not limited to: (i) claims of breach of warranty, whether specified in the EULA or established under applicable law; (ii) product liability claims; and (iii) claims that any of the Licensed Applications and/or the end-user's possession or use of those Licensed Applications infringes the copyright or other intellectual property rights of any third party.

6. Termination

6.1 This Schedule 1, and all of Apple's obligations hereunder, shall terminate upon the expiration or termination of the Agreement.

6.2 In the event that You no longer have the legal right to distribute the Licensed Applications, or to authorize Apple to allow access to those Licensed Applications by end-users, in accordance with this Schedule 1, You shall promptly notify Apple and withdraw those Licensed Applications from the App Store or the Custom App Distribution Site using the tools provided on the App Store Connect site; provided, however, that such withdrawal by You under this Section 6.2 shall not relieve You of any of Your obligations to Apple under this Schedule 1, or any liability to Apple and/or any end-user with respect to those Licensed Applications.

6.3 Apple reserves the right to cease marketing, offering, and allowing download by end-users of the Licensed Applications at any time, with or without cause, by providing notice of termination to You. Without limiting the generality of this Section 6.3, You acknowledge that Apple may cease allowing download by end-users of some or all of the Licensed Applications, or take other interim measures in Apple's sole discretion, if Apple reasonably believes, based human and/or systematic review, and, including without limitation upon notice received under applicable laws, that: (i) those Licensed Applications are not authorized for export to one or more of the regions designated by You under Section 2.1 hereof, in accordance with the Export Administration Regulations or other restrictions; (ii) those Licensed Applications and/or any end-user's possession and/or use of those Licensed Applications, infringe patent, copyright, trademark, trade secret or other intellectual property rights of any third party; (iii) the distribution and/or use of those Licensed Applications violates any applicable law in any region You designate under Section 2.1 of this Schedule 1; (iv) You have violated the terms of the Agreement, this Schedule 1, or other documentation including without limitation the App Review Guidelines; or (v) You or anyone representing You or Your company are subject to sanctions of any region in which Apple operates. An election by Apple to cease allowing download of any Licensed Applications, pursuant to this Section 6.3, shall not relieve You of Your obligations under this Schedule 1.

6.4 You may withdraw any or all of the Licensed Applications from the App Store or the Custom App Distribution Site, at any time, and for any reason, by using the tools provided on the App Store Connect site, except that, with respect to Your end-users, You hereby authorize and instruct Apple to fulfill sections 1.2(b), (c), and (d) of this Schedule 1, which shall survive termination or expiration of the Agreement unless You indicate otherwise pursuant to sections 4.1 and 6.2 of this Schedule 1.

7. Legal Consequences

The relationship between You and Apple established by this Schedule 1 may have important legal consequences for You. You acknowledge and agree that it is Your responsibility to consult with Your legal advisors with respect to Your legal obligations hereunder.

EXHIBIT A
(to Schedule 1)

1. Apple as Agent

You appoint Apple Canada, Inc. ("Apple Canada") as Your agent for the marketing and end-user download of the Licensed Applications by end-users located in the following region:

Canada

You appoint Apple Pty Limited ("APL") as Your agent for the marketing and end-user download of the Licensed Applications by end-users located in the following regions:

Australia
New Zealand

You appoint Apple Inc. as Your agent pursuant to California Civil Code §§ 2295 *et seq.* for the marketing and end-user download of the Licensed Applications by end-users located in the following regions:

United States

You appoint Apple Services LATAM LLC as Your agent pursuant to California Civil Code §§ 2295 *et seq.* for the marketing and end-user download of the Licensed by end-users located in the following regions:

Argentina*	Cayman Islands	Guatemala*	St. Lucia
Anguilla	Chile*	Honduras*	St. Vincent & The Grenadines
Antigua & Barbuda	Colombia*	Jamaica	Suriname
Bahamas	Costa Rica*	Mexico*	Trinidad & Tobago
Barbados	Dominica	Montserrat	Turks & Caicos
Belize	Dominican Republic*	Nicaragua*	Uruguay
Bermuda	Ecuador*	Panama*	Venezuela*
Bolivia*	El Salvador*	Paraguay*	
Brazil*	Grenada	Peru*	
British Virgin Islands	Guyana	St. Kitts & Nevis	

* Custom Applications are only available in these regions.

You appoint iTunes KK as Your agent pursuant to Article 643 of the Japanese Civil Code for the marketing and end-user download of the Licensed Applications by end-users located in the following region:

Japan

2. Apple as Commissionaire

You appoint Apple Distribution International Ltd. as Your commissionaire for the marketing and end-user download of the Licensed Applications by end-users located in the following regions, as updated from time to time via the App Store Connect site. For the purposes of this Agreement, "commissionaire" means an agent who purports to act on their own behalf and concludes agreements in his own name but acts on behalf of other persons, as generally recognized in

many Civil Law legal systems

Afghanistan	Estonia*	Lithuania*	Saudi Arabia*
Albania	Finland*	Luxembourg*	Senegal
Algeria	France*	Macedonia	Serbia
Angola	Gabon	Madagascar	Seychelles
Armenia	Gambia	Malawi	Sierra Leone
Austria	Georgia	Malaysia*	Singapore*
Azerbaijan	Germany*	Mali	Slovakia*
Bahrain*	Ghana	Malta, Republic of*	Slovenia*
Belarus	Greece*	Mauritania	South Africa
Belgium*	Guinea-Bissau	Mauritius	Spain*
Benin	Hong Kong*	Moldova	Swaziland
Bosnia and Herzegovina	Hungary	Montenegro	Sweden*
Botswana	Iceland*	Morocco	Switzerland*
Bulgaria*	India	Mozambique	Taiwan*
Burkina-Faso	Indonesia	Namibia	Tajikistan
Cameroon	Iraq	Netherlands*	Tanzania
Cape Verde	Ireland*	Niger	Thailand*
Chad	Israel*	Nigeria	Tunisia
China*	Italy*	Norway*	Türkiye*
Congo (Democratic Republic of)	Jordan	Oman	Turkmenistan
Congo (Republic of)	Kazakhstan	Pakistan	UAE*
Cote d'Ivoire	Kenya	Philippines*	Uganda
Croatia	Kosovo	Poland	Ukraine*
Cyprus*	Kuwait	Portugal	United Kingdom*
Czech Republic	Kyrgyzstan	Qatar*	Uzbekistan
Denmark*	Latvia*	Romania*	Vietnam*
Egypt*	Lebanon	Russia*	Yemen
	Liberia	Rwanda	Zambia
	Libya	Sao Tome e Principe	Zimbabwe

You appoint Apple Services Pte. Ltd. as Your commissionaire for the marketing and End-User download of the Licensed and Custom Applications by End-Users located in the regions identified below, as updated from time to time via the App Store Connect site:

Bhutan	Maldives	Nepal	Nauru
Brunei	Micronesia, Fed	Palau	Papua New Guinea
Cambodia	States of	Sri Lanka	Solomon Islands
Laos	Mongolia	Korea*	Tonga
Macau	Myanmar	Fiji	Vanuatu

*Custom Applications are only available in these regions.

EXHIBIT B
(to Schedule 1)
Instructions for Minimum Terms of Developer's End-User License Agreement

1. **Acknowledgement**: You and the end-user must acknowledge that the EULA is concluded between You and the end-user only, and not with Apple, and You, not Apple, are solely responsible for the Licensed Application and the content thereof. The EULA may not provide for usage rules for Licensed Applications that are in conflict with, the Apple Media Services Terms and Conditions or the Volume Content Terms as of the Effective Date (which You acknowledge You have had the opportunity to review).

2. **Scope of License**: The license granted to the end-user for the Licensed Application must be limited to a non-transferable license to use the Licensed Application on any Apple-branded Products that the end-user owns or controls and as permitted by the Usage Rules set forth in the Apple Media Services Terms and Conditions, except that such Licensed Application may be accessed, acquired, and used by other accounts associated with the purchaser via Family Sharing, volume purchasing, or Legacy Contacts.

3. **Maintenance and Support**: You must be solely responsible for providing any maintenance and support services with respect to the Licensed Application, as specified in the EULA, or as required under applicable law. You and the end-user must acknowledge that Apple has no obligation whatsoever to furnish any maintenance and support services with respect to the Licensed Application.

4. **Warranty**: You must be solely responsible for any product warranties, whether express or implied by law, to the extent not effectively disclaimed. The EULA must provide that, in the event of any failure of the Licensed Application to conform to any applicable warranty, the end-user may notify Apple, and Apple will refund the purchase price for the Licensed Application to that end-user; and that, to the maximum extent permitted by applicable law, Apple will have no other warranty obligation whatsoever with respect to the Licensed Application, and any other claims, losses, liabilities, damages, costs or expenses attributable to any failure to conform to any warranty will be Your sole responsibility.

5. **Product Claims**: You and the end-user must acknowledge that You, not Apple, are responsible for addressing any claims of the end-user or any third party relating to the Licensed Application or the end-user's possession and/or use of that Licensed Application, including, but not limited to: (i) product liability claims; (ii) any claim that the Licensed Application fails to conform to any applicable legal or regulatory requirement; and (iii) claims arising under consumer protection or similar legislation, including in connection with Your Licensed or Custom Application's use of the HealthKit and HomeKit frameworks. The EULA may not limit Your liability to the end-user beyond what is permitted by applicable law.

6. **Intellectual Property Rights**: You and the end-user must acknowledge that, in the event of any third-party claim that the Licensed Application or the end-user's possession and use of that Licensed Application infringes that third party's intellectual property rights, You, not Apple, will be solely responsible for the investigation, defense, settlement and discharge of any such intellectual property infringement claim.

7. **Legal Compliance**: The end-user must represent and warrant that (i) the end-user is not located in a region that is subject to a U.S. Government embargo, or that has been designated by the U.S. Government as a "terrorist supporting" region; and (ii) the end-user is not listed on any U.S. Government list of prohibited or restricted parties.

8. **Developer Name and Address**: You must state in the EULA Your name and address,

and the contact information (telephone number; E-mail address) to which any end-user questions, complaints or claims with respect to the Licensed Application should be directed.

9. Third-Party Terms of Agreement: You must state in the EULA that the end-user must comply with applicable third-party terms of agreement when using Your Application, e.g., if You have a VoIP application, then the end-user must not be in violation of their wireless data service agreement when using Your Application.

10. Third-Party Beneficiary: You and the end-user must acknowledge and agree that Apple, and Apple's subsidiaries, are third-party beneficiaries of the EULA, and that, upon the end-user's acceptance of the terms and conditions of the EULA, Apple will have the right (and will be deemed to have accepted the right) to enforce the EULA against the end-user as a third-party beneficiary thereof.

EXHIBIT C
(to Schedule 1)
App Store Promo Codes Terms

Notwithstanding any other provisions of the Agreement or this Schedule 1, You hereby agree that the following terms shall apply to all App Store Promo Codes ("Promo Codes") requested by You via the App Store Connect tool. For the purposes of this Exhibit C, "You" shall include additional members of Your App Store Connect team (e.g., individuals in the marketing and technical roles).

Except as otherwise expressed in writing herein, nothing in this Exhibit C shall be construed to modify the Agreement or this Schedule 1 in any way, and all capitalized terms not defined below shall have the meanings set forth in the Program Agreement.

1. DEFINITIONS:

"Holder" means an individual located in a Territory to whom You provide one or more Promo Codes;

"Promo Code" means a unique alphanumeric code generated and provided to You by Apple pursuant to this Exhibit C which allows a Holder who is an App Store customer to download or access for free from the App Store the Licensed Application for which You have requested such code via the App Store Connect tool (the "Promo Content"); and

"Effective Period" means the period between the Promo Code Activation Date and the Promo Code Expiration Date.

2. AUTHORIZATION AND OBLIGATIONS: You hereby authorize and instruct Apple to provide You with Promo Codes upon request, pursuant to the terms of this Exhibit C, and You take full responsibility for ensuring that any team member that requests such codes shall abide by the terms of this Exhibit C. You shall be responsible for securing all necessary licenses and permissions relating to use of the Promo Codes and the Licensed Application, including any uses by You of the name(s) or other indicia of the Licensed Application, or name(s) or likenesses of the person(s) performing or otherwise featured in the Licensed Application, in any advertising, marketing, or other promotional materials, in any and all media. Apple reserves the right to request and receive copies of such licenses and permissions from You, at any time, during the Effective Period.

3. NO PAYMENT: Except for Your obligations set forth in Section 10 of this Exhibit C, You are not obligated to pay Apple any commission for the Promo Codes.

4. DELIVERY: Upon request by You via the App Store Connect tool, Apple shall provide the Promo Codes electronically to You via App Store Connect, email, or other method as may be indicated by Apple.

5. PROMO CODE ACTIVATION DATE: Promo Codes will become active for use by Holders upon delivery to You.

6. PROMO CODE EXPIRATION DATE: All unused Promo Codes, whether or not applied to an Apple Account, expire at midnight 11:59 PT on the earlier of: (a) the date that is twenty-eight (28) days after the delivery of the Promo Codes; or (b) the termination of the Agreement.

7. PERMITTED USE: You may distribute the Promo Codes until that date which is ten (10) calendar days prior to the Promo Code Expiration Date solely for the purpose of offering instances of the app for media review or promotional purposes. You may not distribute the Promo Codes to Holders in any Territory in which You are not permitted to sell or distribute Your Licensed Application.

8. **ADDITIONAL MATERIALS:** Apple shall not be responsible for developing and producing any materials in relation to the Promo Codes other than the Promo Codes themselves.

9. **REPRESENTATIONS, WARRANTIES, AND INDEMNIFICATION:** You represent and warrant that: (i) You own or control all rights necessary to make the grant of rights, licenses, and permissions listed in Section 2, and that the exercise of such rights, licenses, and permissions shall not violate or infringe the rights of any third party, and (ii) any use of the Promo Codes shall be in accordance with the terms of this Exhibit C and shall not infringe any third-party rights or violate any applicable laws, directives, rules, and regulations of any governmental authority in the Territory or anywhere else in the world. You agree to indemnify and hold Apple, its subsidiaries and affiliates (and their respective directors, officers, and employees) harmless from all losses, liabilities, damages, or expenses (including reasonable attorneys' fees and costs) resulting from any claims, demands, actions, or other proceedings arising from a breach of the representations and warranties set forth in this Section, or a breach of any other term of the Agreement and this Schedule 1.

10. **PAYMENT WAIVER:** You hereby waive any right to collect any royalties, proceeds, or remuneration for the distribution and download of the Licensed Application via the Promo Codes, regardless of whether any remuneration would otherwise be payable under the Agreement, including Schedule 1 thereto, if applicable. The parties acknowledge that, as between Apple and You, the parties' respective responsibilities for the payment of any royalties or other similar payments to third parties with respect to distribution and download of the Licensed Application via the Promo Codes shall be as set forth in the Agreement.

11. **TERMS AND CONDITIONS:** You further agree to the following terms:

(a) You shall not sell the Promo Codes or accept any form of payment, trade-in-kind, or other compensation in connection with the distribution of the Promo Codes and You shall prohibit third parties from doing so.

(b) Nothing in this Exhibit C shall cause the parties to become partners, joint venturers or co-owners, nor shall either party constitute an agent, employee, or representative of the other, or empower the other party to act for, bind, or otherwise create or assume any obligation on its behalf, in connection with any transaction under this Exhibit C; provided, however, that nothing in this Section 11(b) shall affect, impair, or modify either of the Parties' respective rights and obligations, including the agency or commissionaire relationship between them under Schedules 1, 2, and 3 of the Agreement.

(c) You shall prominently disclose any content age restrictions or warnings legally required in the Territories and ensure that Promo Codes are distributed only to persons of an age appropriate and consistent with the App Store rating for the associated Licensed Application.

(d) You shall conduct Yourself in an honest and ethical manner and shall not make any statement, orally or in writing, or do any act or engage in any activity that is obscene, unlawful, or encourages unlawful or dangerous conduct, or that may disparage, denigrate, or be detrimental to Apple or its business.

(e) Apple shall not be responsible for providing any technical or customer support to You or Holders above what Apple provides to standard or ordinary App Store users.

(f) You agree to the additional Promo Codes Terms and Conditions attached hereto as Attachment 1.
(g) YOU SHALL INCLUDE THE REGION SPECIFIC HOLDER TERMS & CONDITIONS AS WELL AS THE EXPIRATION DATE OF THE PROMO CODE ON ANY INSTRUMENT USED TO DISTRIBUTE THE PROMO CODE TO HOLDERS (E.G., CERTIFICATE, CARD, EMAIL, ETC).

YOU MAY ACCESS THIS INFORMATION LOCALIZED FOR EACH TERRITORY UPON REQUESTING THE PROMO CODES IN THE APP STORE CONNECT TOOL.

(h) You shall be solely responsible for Your use of the Promo Codes, including any use by other members of Your App Store Connect team, and for any loss or liability to You or Apple therefrom.

(i) In the event Your Licensed Application is removed from the App Store for any reason, You agree to cease distribution of the Promo Codes and that Apple may deactivate such Promo Codes.

(j) You agree that Apple shall have the right to deactivate the Promo Codes, even if already delivered to Holders, in the event You violate any of the terms of this Exhibit C, the Agreement, or Schedules 1, 2, or 3 thereto.

(k) You may distribute the Promo Codes within the Territories, but agree that You shall not export any Promo Code for use outside the Territories nor represent that You have the right or ability to do so. Risk of loss and transfer of title for the Promo Codes pass to You upon delivery to You within App Store Connect, via email, or other method provided by Apple.

12. APPLE TRADEMARKS: Your use of Apple trademarks in connection with the Promo Codes is limited only to "iTunes" and "App Store" (the "Marks") subject to the following and any additional guidelines Apple may issue from time to time:

(a) You may use the Marks only during the Effective Period

(b) You shall submit any advertising, marketing, promotional or other materials, in any and all media now known or hereinafter invented, incorporating the Marks to Apple prior to use for written approval. Any such materials not expressly approved in writing by Apple shall be deemed disapproved by Apple.

(c) You may only use the Marks in a referential manner and may not use the Marks as the most prominent visual element in any materials. Your company name, trademark(s), or service mark(s) should be significantly larger than any reverence to the Marks.

(d) You may not directly or indirectly suggest Apple's sponsorship, affiliation, or endorsement of You, Your Licensed Applications, or any promotional activities for which You are requesting the Promo Codes.

(e) You acknowledge that the Marks are the exclusive property of Apple and agree not to claim any right, title, or interest in or to the Marks or at any time challenge or attack Apple's rights in the Marks. Any goodwill resulting from Your use of the Marks shall inure solely to the benefit of Apple and shall not create any right, title, or interest for You in the Marks.

13. GOVERNING LAW: Any litigation or other dispute resolution between You and Apple arising out of or relating to this Exhibit C or facts relating thereto shall be governed by Section 14.10 of the Agreement.

Attachment 1
(to Exhibit C of Schedule 1)
App Store Promo Codes Terms and Conditions

1. All Promo Codes delivered pursuant to this Exhibit C, whether or not applied to an App Store account, expire as indicated in this Exhibit C.

2. Promo Codes, and unused balances, are not redeemable for cash and cannot be returned for a cash refund, exchanged, or used to purchase any other merchandise, or provide allowances or iTunes or App Store Gifts by either You or Holder. This includes Promo Codes that have expired unused.

3. Promo Codes may only be redeemed through the App Store in the Territory, open only to persons in the Territory with a valid Apple Account. Not all App Store products may be available in all Territories. Internet access (fees may apply), the latest version of Apple software, and other compatible software and hardware are required.

4. Access to, redemption of Promo Codes on, or purchases from, and use of products purchased on, the App Store, are subject to acceptance of its Terms of Service presented at the time of redemption or purchase, and found at https://www.apple.com/legal/internet-services/itunes/ww/.

5. Promo Codes will be placed in the Holder's applicable Apple Account and are not transferable.

6. If a Holder's order exceeds the amount available on the Promo Codes, Holder must establish an Apple Account and pay for the balance with a credit card.

7. Except as stated otherwise, data collection and use are subject to Apple's Privacy Policy, which can be found at https://www.apple.com/legal/privacy.

8. Apple is not responsible for lost or stolen Promo Codes. If Holders have any questions, they may visit Apple Support at https://support.apple.com/billing.

9. Apple reserves the right to close Holder accounts and request alternative forms of payment if Promo Codes are fraudulently obtained or used on the App Store.

10. APPLE AND ITS LICENSEES, AFFILIATES, AND LICENSORS MAKE NO WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO PROMO CODES OR THE APP STORE, INCLUDING WITHOUT LIMITATION, ANY EXPRESS OR IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. IN THE EVENT A PROMO CODE IS NON-FUNCTIONAL, HOLDER'S OR COMPANY'S SOLE REMEDY, AND APPLE'S SOLE LIABILITY, SHALL BE THE REPLACEMENT OF SUCH PROMO CODE. THESE LIMITATIONS MAY NOT APPLY. CERTAIN LOCAL AND TERRITORY LAWS DO NOT ALLOW LIMITATIONS ON IMPLIED WARRANTIES OR THE EXCLUSION OR LIMITATION OF CERTAIN DAMAGES. IF THESE LAWS APPLY, SOME OR ALL OF THE ABOVE DISCLAIMERS, EXCLUSIONS, OR LIMITATIONS MAY NOT APPLY, AND YOU OR HOLDER MAY ALSO HAVE ADDITIONAL RIGHTS.

11. Apple reserves the right to change any of the terms and conditions set forth in this Attachment 1 from time to time without notice.

12. Any part of these terms and conditions may be void where prohibited or restricted by law.

EXHIBIT D
(to Schedule 1)
Additional App Store Terms

1. Discoverability on the App Store: The discoverability of Your Licensed Application in the App Store depends on several factors, and Apple is under no obligation to display, feature, or rank Your Licensed Application in any particular manner or order in the App Store.

(a) The main parameters used for app ranking and discoverability are text relevance, such as using an accurate title, adding relevant keywords/metadata, and selecting descriptive categories in the Licensed Application; customer behavior relating to the number and quality of ratings and reviews and application downloads; date of launch in the App Store may also be considered for relevant searches; and whether You have violated any rules promulgated by Apple. These main parameters deliver the most relevant results to customer search queries.

(b) When considering apps to feature in the App Store, our editors look for high-quality apps across all categories, with a particular focus on new apps and apps with significant updates. The main parameters that our editors consider are UI design, user experience, innovation and uniqueness, localizations, accessibility, App Store product page screenshots, app previews, and descriptions; and additionally, for games, gameplay, graphics and performance, audio, narrative and story depth, ability to replay, and gameplay controls. These main parameters showcase high-quality, well-designed, and innovative apps.

(c) If You use an Apple service for paid promotion of Your app on the App Store, Your app may be presented in a promotional placement and designated as advertising content.

To learn more about app discoverability, visit https://developer.apple.com/app-store/discoverability/.

2. Access to App Store Data

You can access data concerning your Licensed Application's financial performance and user engagement in App Store Connect by using App Analytics, Sales and Trends, and Payments and Financial Reports. Specifically, You can obtain all of Your Licensed Application's financial results for individual app sales and in-app purchases (including subscriptions) in Sales and Trends, or download the data from Financial Reports; and You can view App Analytics for non-personally identifiable data that allows You to understand how consumers engage with your Licensed Applications. More information can be found at https://developer.apple.com/app-store/measuring-app-performance/. App Analytics data is provided only with the consent of our customers. For more information, see https://developer.apple.com/app-store-connect/analytics/. Apple does not provide You with access to personal or other data provided by or generated through use of the App Store by other developers; nor does Apple provide other developers with access to personal or other data provided by or generated through Your use of the App Store. Such data sharing would conflict with Apple's Privacy Policy, and with our customers' expectations about how Apple treats their data. You can seek to collect information from customers directly, so long as such information is collected in a lawful manner, and You follow the App Review Guidelines.

Apple handles personal and non-personal information as outlined in Apple's Privacy Policy. Information about Apple's access to and practices concerning developer and customer data can be found in "App Store & Privacy," accessible at https://www.apple.com/legal/privacy/data/en/app-store/. Apple may provide some non-personal information to strategic partners that work with Apple to provide our products and services, help Apple market to customers, and sell ads on Apple's behalf to display in the App Store and Apple News and Stocks. Such partners are obligated to protect that information and may be located wherever Apple operates.

3. Redress Options Pursuant to P2B and DSA Regulations

For Developers established in, and which offer goods or services to customers located in, the European Union and subject to the Regulation (EU) 2022/2065 of the European Parliament and of the Council of 19 October 2022 on a Single Market For Digital Services and amending Directive 2000/31/EC (the Digital Services Act or DSA), more information about redress options available to You in connection with action Apple took against You, for example termination of Your developer account or removal of Your app from the App Store, is available here: https://www.apple.com/legal/dsa/redress-options.

Developers established in, and which offer goods or services to customers located in, a region subject to a platform-to-business regulation ("P2B Regulation"), such as the Regulation of the European Parliament and of the Council on promoting fairness and transparency for business users of online intermediation services may submit complaints pursuant to such P2B Regulation related to the following issues at https://developer.apple.com/contact/p2b/: (a) Apple's alleged non-compliance with any obligations set forth in the P2B Regulation which affect You in the region in which you are established; (b) technological issues that affect You and relate directly to distribution of Your Licensed Application on the App Store in the region in which you are established; or (c) measures taken by or behavior of Apple that affect You and relate directly to distribution of Your Licensed Application on the App Store in the region in which you are established. Apple will consider and process such complaints and communicate the outcome to You.

For Developers established in, and which offer goods or services to customers located in, the European Union, Apple identifies the following panel of mediators with which Apple is willing to engage to attempt to reach an agreement with developers established in, and which offer goods or services to customers located in, the European Union on the settlement, out of court, of any disputes between Apple and You arising in relation to the provision of the App Store services concerned, including complaints that could not be resolved by means of our complaint-handling system:

Centre for Effective Dispute Resolution
P2B Panel of Mediators
70 Fleet Street
London
EC4Y 1EU
United Kingdom
https://www.cedr.com/p2bmediation/

Xcode and Apple SDKs Agreement

PLEASE SCROLL DOWN AND READ ALL OF THE FOLLOWING TERMS AND CONDITIONS CAREFULLY BEFORE USING THE APPLE SOFTWARE OR APPLE SERVICES. THIS IS A LEGAL AGREEMENT BETWEEN YOU AND APPLE. BY CLICKING "AGREE" OR BY DOWNLOADING, USING OR COPYING ANY PART OF THIS APPLE SOFTWARE OR USING ANY PART OF THE APPLE SERVICES, YOU ARE AGREEING ON YOUR OWN BEHALF AND/OR ON BEHALF OF YOUR COMPANY OR ORGANIZATION TO THE TERMS AND CONDITIONS STATED BELOW. IF YOU DO NOT OR CANNOT AGREE TO THE TERMS OF THIS AGREEMENT, YOU CANNOT USE THIS APPLE SOFTWARE OR THE APPLE SERVICES. DO NOT DOWNLOAD OR USE THIS APPLE SOFTWARE OR APPLE SERVICES IN THAT CASE.

IMPORTANT NOTE: USE OF APPLE SOFTWARE IS GOVERNED BY THIS AGREEMENT AND IS AUTHORIZED ONLY FOR EXECUTION ON AN APPLE-BRANDED PRODUCT RUNNING MACOS. ANY OTHER DOWNLOAD OR USE OF APPLE SOFTWARE IS NOT AUTHORIZED AND IS IN BREACH OF THIS AGREEMENT.

1. Definitions

Whenever capitalized in this Agreement:

"**Agreement**" means this Xcode and Apple SDKs Agreement.

"**Apple**" means Apple Inc., a California corporation with its principal place of business at One Apple Park Way, Cupertino, California 95014, U.S.A.

"**Apple Developer Program License Agreement**" means a separate agreement that may be entered into between You and Apple regarding the development and submission of Applications to the App Store for approval and digital signing by Apple, development of libraries for iOS, watchOS, iPadOS, tvOS, and/or visionOS, and the use of Apple services such as the Apple Push Notification Service, In-App Purchase, and iCloud, among other things.

"**Apple Maps Service**" means the mapping platform and Map Data provided by Apple via the MapKit API and/or the Apple Maps Server API (which are the documented API that enable You to add mapping features or functionality to Applications).

"**Apple Services**" or "**Services**" means the developer services that Apple provides to You under this Agreement solely for use with Your Applications and not for use by You as an end-user (e.g., Game Center, Apple Maps Service, any Apple-certificate issuance services, editing, building, compiling, simulating and testing of code, and generation of content including code, etc.), including any Updates thereto (if any) that may be provided to You by Apple.

"**Apple Software**" means the Xcode Developer Tools and the Apple SDKs, including any Updates thereto (if any) that may be provided to You by Apple.

"**Apple SDKs**" means the macOS SDK, and the Apple-proprietary Software Development Kits (SDKs) provided hereunder, including but not limited to header files, APIs, libraries, simulators, and software (source code and object code) labeled as part of the iOS SDK, watchOS SDK, iPadOS SDK, tvOS SDK and/or visionOS SDK and included in the Xcode Developer Tools package for purposes of targeting Apple-branded products running iOS, watchOS, iPadOS, tvOS or visionOS.

"**Application**" means a software program (including extensions and media that are enclosed in a single

software bundle) developed by You hereunder, for use under Your own name, trademark or brand, and specifically for use on Apple-branded products running macOS, iOS, watchOS, iPadOS, tvOS, or visionOS as applicable, including new releases and new versions of such software program, but excluding libraries for iOS, watchOS, iPadOS, tvOS, and/or visionOS applications.

For clarity, the term Application as used in this Agreement excludes libraries that are for use in Applications designed for iOS, watchOS, iPadOS, tvOS or visionOS. Such libraries can be developed by You only under the terms of the Apple Developer Program License Agreement.

"**Authorized Developers**" means Your employees and contractors, members of Your organization or, if You are an educational institution, Your faculty, staff and students, who: (a) have a demonstrable need to know or use the Apple Software or Apple Services in order to develop and test Applications, and (b) to the extent they will access Apple Confidential Information, have written and binding agreements with You that prohibit the unauthorized use and disclosure of such confidential information.

"**Authorized Test Units**" means Apple-branded hardware units owned or controlled by You that have been designated by You for Your own testing and development purposes, and, if You permit, Apple-branded hardware units owned or controlled by Your Authorized Developers so long as such units are used for testing and development purposes on Your behalf and only as permitted hereunder.

"**Documentation**" means the technical or other specifications or documentation that Apple may provide to You for use in connection with the Apple Software, Apple Services, Apple certificates, or as otherwise provided hereunder.

"**FOSS**" (Free and Open Source Software) means any software that is subject to terms that, as a condition of use, copying, modification or redistribution, require such software and/or derivative works thereof to be disclosed or distributed in source code form, to be licensed for the purpose of making derivative works, or to be redistributed free of charge, including without limitation software distributed under the GNU General Public License or GNU Lesser/Library GPL.

"**macOS SDK**" means the Apple-proprietary Software Development Kits (SDKs) provided hereunder, including but not limited to header files, APIs, libraries, simulators, and software (source code and object code) labeled as part of the macOS SDK and included in the Xcode Developer Tools package for purposes of targeting Apple-branded products running macOS.

"**Map Data**" means any content, data or information provided through the Apple Maps Service including, but not limited to, imagery, terrain data, latitude and longitude coordinates, transit data, points of interest and traffic data.

"**Program Requirements**" mean the technical, human interface, design, product category, security, performance, and other criteria and requirements for Applications specified by Apple in the Apple Developer Program License Agreement.

"**Provisioning Profiles**" means the time-limited files (including applicable entitlements, certificates or other identifiers) that may be provided by Apple for use by You in connection with Your Application development and testing.

"**Updates**" means bug fixes, updates, upgrades, modifications, enhancements and supplements to the Apple Software or Apple Services, and any new releases or versions thereof.

"**Xcode Developer Tools**" means the Apple-proprietary development platform, including but not limited to software tools, compilers, sample code, Documentation, programming languages, simulators, and overall design package provided by Apple hereunder, excluding the Apple SDKs.

"**You**" or "**Your**" means the person(s) or entity using the Apple Software or Services or otherwise exercising rights under this Agreement. If You are entering into this Agreement on behalf of Your company, organization, educational institution, or an agency, instrumentality, or department of the federal government, "**You**" or "**Your**" refers to your company, organization, educational institution or agency, instrumentality, or department of the federal government as well.

2. Internal Use License and Restrictions

2.1 Authority to Enter into Agreements

You certify to Apple that You have the right and authority to enter into this Agreement on Your own behalf, or if You are entering into this Agreement on behalf of Your company, organization, educational institution, or agency, instrumentality, or department of the federal government, that You have the right and authority to legally bind such entity or organization to the terms and obligations of this Agreement. Further, You agree to comply with the terms of and fulfill Your obligations under this Agreement, including obtaining any required consents for Your Authorized Developers' use of the Apple Software and Services (e.g., as part of Your Applications), and You agree to monitor and be fully responsible for all such use by Your Authorized Developers and their compliance with the terms of this Agreement. You acknowledge that You will be solely responsible for all costs, expenses, losses and liabilities incurred, and activities undertaken by You and Your Authorized Developers in connection with the Apple Software and Apple Services, Your Applications and Your related development and limited distribution efforts.

2.2 Permitted Uses and Restrictions

Subject to the terms and conditions of this Agreement, Apple hereby grants You during the Term, a limited, non-exclusive, personal, revocable, non-sublicensable, non-transferable, and internal use license to:

A. Install a reasonable number of copies of the Apple Software on Apple-branded computers that are owned or controlled by You to be used internally by You or Your Authorized Developers only as follows:

(i) You may use the Xcode Developer Tools to test and develop application and other software;

(ii) You may use the macOS SDKs to test and develop application and other software;

(iii) You may use the Apple SDKs (excluding the macOS SDK) solely to test and develop Applications that are specifically for use with the applicable Apple-branded products for which the SDK is targeted, unless otherwise permitted by Apple in writing; and

(iv) You may use the Apple Services solely to test and develop Applications that are specifically for use on Apple-branded products, unless otherwise permitted by Apple in writing.

Except as otherwise expressly set forth in **Section 2.2.B.**, You may not distribute any Applications developed using the Apple SDKs (excluding the macOS SDK) absent entering into a separate written agreement with Apple.

B. Use Provisioning Profiles to install Your Applications onto a reasonable, limited number of Authorized Test Units solely for use by You and/or Your Authorized Developers and only for internal testing and development of Your Applications, or for Your own personal, non-commercial use.

Apple reserves the right to limit the number of Authorized Test Units that You may provision for iOS, watch OS, iPadOS, tvOS, and visionOS as well as the number of Authorized Developers (and Apple IDs) that You may register with the Apple Software for such provisioning. You agree to be solely responsible for determining which Authorized Developers in Your company or organization should have access to and use of Your Applications and such Authorized Test Units. You agree to clearly

inform Your Authorized Developers that Your Applications that are deployed using Your Provisioning Profiles are to be used only by them (and not by any third parties) and are solely for use for internal testing and development purposes on Your behalf. You will be responsible for attaching or otherwise including, at Your discretion, any relevant usage terms for such Applications. Apple will not be responsible for any violations of Your usage terms. You will be solely responsible for all user assistance, warranty and support of Your Applications that are deployed by You under this Agreement.

C. You will not use or prompt Apple Software or Services in a manner that You know or reasonably should know generates, or is intended to generate, content that is unlawful, harmful or infringes, misappropriates or violate the rights of Apple or others. Furthermore, You warrant You have all necessary rights and licenses to use the information that You input to Apple Software or Services with such Software and Services.

2.3 Apple IDs

You agree to register only a reasonable number of Apple IDs in the Apple Software and Apple Services for deployment and provisioning purposes. You agree to ensure that such Apple IDs are associated with You or Your Authorized Developers. You agree that all information provided to Apple by You or Your Authorized Developers in obtaining such Apple IDs or entering them into the Apple Software or Services will be current, true, accurate, supportable and complete. You agree not to fraudulently misrepresent or improperly acquire more Apple IDs than are necessary for Your own reasonable testing and development purposes. You understand that Apple may disable Your right to use Apple IDs within the Apple Software or may revoke Your Provisioning Profiles at any time in its sole discretion (e.g., if Apple suspects fraudulent or malicious activity with Your use of the Apple Software or Services).

2.4 Apple Developer Program

If You would like a third-party to use Your Application for iOS, watchOS, iPadOS, tvOS, or visionOS, or You would like to distribute Your Application for macOS through the App Store, then You must enter into a separate written agreement with Apple (the Apple Developer Program License Agreement) and Your Application must comply with the Program Requirements and Documentation. Information regarding the Program Requirements is available at: https://developer.apple.com/programs/ . Apple reserves the right to change the Program Requirements and/or the terms of the Apple Developer Program License Agreement from time to time. You are fully responsible for any and all costs, expenses or other liabilities You may incur as a result of Your development or use of the Apple Software or Services. For clarity, macOS applications and libraries may be distributed without entering into a separate written agreement with Apple so long as such applications and libraries comply with the terms of this Agreement.

2.5 Copies

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2.12 Additional Restrictions

A. Use of the Apple Maps Service; Location

If Your Application uses or accesses the Map Kit API and/or the Apple Maps Server API from a device running iOS version 6 or later, Your Application will access and use the Apple Maps Service. All use of the Map Kit API, Apple Maps Server API and Apple Maps Service must be in accordance with the terms of this Agreement, and You agree that the Apple Maps Service is solely for use by Applications running on Apple-branded products. Your Application may use the MapKit API and/or Apple Maps Server API only to access the Apple Maps Service and/or Map Data in Your Applications (except as otherwise set forth below).

As part of such access to the Apple Maps Service and/or Map Data through the MapKit API or Apple Maps Server API:

- Your Application must not remove, obscure or alter Apple's or its licensors' copyright notices,

trademarks, or any other proprietary rights or legal notices, documents or hyperlinks that may appear in or be provided through the Apple Maps Service;

- You must not use the Apple Maps Service in any manner that enables or permits bulk downloads or feeds of the Map Data, or any portion thereof, or that in any way attempts to extract, scrape or reutilize any portions of the Map Data. For example, neither You nor Your Application may use or make available the Map Data, or any portion thereof, as part of any secondary or derived database;

- Your Application may display the Map Data only as permitted herein, and when displaying it on a map, You agree that it will be displayed only on an Apple map provided through the Apple Maps Service;

- Except to the extent expressly permitted herein, You agree not to copy, modify, translate, create a derivative work of, publish or publicly display the Map Data in any way. Further, You may not use or compare the data provided by the Apple Maps Service for the purpose of improving or creating another mapping service;

- Unless otherwise expressly permitted in writing by Apple, Map Data may not be cached, pre-fetched, or stored by You or Your Application, other than on a temporary and limited basis solely as necessary (i) for Your use of the Apple Maps Service as permitted herein or in the MapKit Documentation, and/or (ii) solely to improve the performance of the Apple Maps Service with Your Application after which, in all cases, You must delete any such Map Data and, upon Apple's request, provide to Apple written certification of the deletion;

- You acknowledge and agree that results You may receive from the Apple Maps Service may vary from actual conditions due to variable factors that can affect the accuracy of Map Data, such as road or weather conditions; and
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If You choose to provide Your own location-based service, data and/or information in conjunction with the Apple maps provided through the Apple Maps Service (e.g., overlaying a map or route You have created on top of an Apple map), You are solely responsible for ensuring that Your service, data and/or information correctly aligns with any Apple maps used. For Applications that use location-based APIs for real-time navigation (including, but not limited to, turn-by-turn route guidance and other routing that is enabled through the use of a sensor), You must have an end-user license agreement that includes the following notice: YOUR USE OF THIS REAL TIME ROUTE GUIDANCE APPLICATION IS AT YOUR SOLE RISK. LOCATION DATA MAY NOT BE ACCURATE. Further, any Applications that offer location-based services or location-based functionality must notify and obtain consent from an individual before his or her location data is collected, transmitted or otherwise used by the Application.

B. Use of the HealthKit APIs and the HomeKit APIs

You may use the HealthKit APIs only for internal testing and development purposes for Your Application. Your Application must not access the HealthKit APIs unless it is primarily designed to provide health and/or fitness services. You must not use the HealthKit APIs, or any information obtained through the HealthKit APIs, to disclose or provide an end-user's health and/or fitness information to any third party and may only use such APIs for internal testing and development purposes for Your Application. If Your Application accesses NikeFuel points information through the HealthKit APIs, then Your use of the NikeFuel points information is subject to the NikeFuel points terms of service set forth at: https://developer.nike.com/healthkit/nikefuel-use-agreement.html. If You do not accept such NikeFuel points terms of service, including, but not limited to all limitations and restrictions therein, You may not

use such NikeFuel points information in Your Application, and You acknowledge and agree that such use will constitute Your acceptance of such terms of service.

You may use the HomeKit APIs only for internal testing and development purposes for Your Application. Your Application must not access the HomeKit APIs unless it is primarily designed to provide home configuration or home automation services (e.g., turning on a light, lifting a garage door) for hardware accessories licensed under Apple's MFi Program. You agree not to use the HomeKit APIs for any purpose other than interfacing, communicating, interoperating with or otherwise controlling hardware accessories licensed under Apple's MFi Program or for using the HomeKit database, and then only for home configuration or home automation purposes in connection with Your Application. Your Application may use information obtained from the HomeKit APIs and/or the HomeKit database only on supported Apple-branded products. You agree not to export, remotely access, or transfer such information off such device (e.g., a lock password cannot be sent off an end-user's device to be stored in an external non-Apple database).

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- If You are running a pre-release version of the Apple Software and Services, then unless You opt out of diagnostic and usage collection, You agree that Apple and its subsidiaries and agents will collect, maintain, process and use diagnostic, technical, usage and related information, including but not limited to unique system or hardware identifiers, information about Your computer, system and application software, and peripherals, that is gathered periodically and automatically as part of the pre-release seeding process to test, provide and improve Apple's products and services, facilitate the provision of software updates, product support and other services to You (if any) related to the Apple Software, and to verify compliance with the terms of this Agreement.

- If You are running a commercial version of the Apple Software and Services, then if You choose to allow diagnostic and usage collection, You agree that Apple and its subsidiaries and agents may collect, maintain, process and use diagnostic, technical, usage and related information, including but not limited to unique system or hardware identifiers, information about Your computer, system and application software, and peripherals, that is gathered periodically to provide and improve Apple's products and services, facilitate the provision of software updates, product support and other services to You (if any) related to the Apple Software, and to verify compliance with the terms of this Agreement.

- You may change Your preferences for Diagnostics & Usage collection at any time by going to the Diagnostics & Usage setting in Your system software and deselecting the checkbox. The Diagnostics & Usage setting is found in the Security & Privacy pane within System Preferences. Apple may use this information, so long as it is collected in a form that does not personally identify You, for the purposes described above. To enable Apple's partners and third party developers to improve their software, hardware and services designed for use with Apple products, Apple may also provide any such partner or third party developer with a subset of diagnostic information that is relevant to that partner's or developer's software, hardware and/or services, so long as the diagnostic information is in a form that does not personally identify You.

B. Device Provisioning Data

In order to set up and use the device provisioning, account authentication, and deployment features of the Apple Software and Services, certain unique identifiers for Your computer, iOS devices, watchOS devices, iPadOS devices, tvOS devices, visionOS devices, and account information may be needed. These unique identifiers may include Your email address, Your Apple ID, a hardware identifier for Your computer, and device identifiers entered by You into the Apple Software for Apple-branded products running iOS, watchOS, iPadOS, tvOS, or visionOS. Such identifiers and information may be logged in association with Your interaction with the Service and Your use of these features and the Apple Software and Services. **By using the Apple Software or Services, You agree that Apple may transmit, collect, maintain, process and use these identifiers and information for the purpose of providing the Apple Software and Services, including using such identifiers for account verification and anti-fraud measures.** If You do not want to provide this information, do not use the device deployment and provisioning features of the Apple Software or Services.

C. Privacy Policy
At all times Your information will be treated in accordance with Apple's Privacy Policy, which can be viewed at: http://www.apple.com/legal/privacy/.

8.3 Severability; Waiver
If a court of competent jurisdiction finds any clause of this Agreement to be unenforceable for any reason, that clause of this Agreement shall be enforced to the maximum extent permissible so as to effect the intent of the parties, and the remainder of this Agreement shall continue in full force and effect. However, if applicable law prohibits or restricts You from fully and specifically complying with the Sections of this Agreement entitled "**Internal Use License and Restrictions**" or prevents the enforceability of either of those Sections, this Agreement will immediately terminate and You must immediately discontinue any use of the Apple Software and Apple Services as described in the Section entitled "**Term and Termination**." Failure by Apple to enforce any provision of this Agreement shall not be deemed a waiver of future enforcement of that or any other provision. Any laws or regulations that provide that the language of a contract will be construed against the drafter will not apply to this Agreement. Section headings are for convenience only and are not to be considered in construing or interpreting this Agreement.

8.4 Export Control
You may not use, export, re-export, import, sell or transfer the Apple Software and Apple Services except as authorized by United States law, the laws of the jurisdiction in which You obtained the Apple Software and Apple Services, and any other applicable laws and regulations. In particular, but without limitation, the Apple Software and Apple Services may not be exported or re-exported (a) into any U.S. embargoed countries or (b) to anyone on the U.S. Treasury Department's list of Specially Designated Nationals or the U.S. Department of Commerce Denied Person's List or Entity List or any other restricted party lists. By using the Apple Software and Apple Services, You represent and warrant that You are not located in any such country or on any such list. You also agree that You will not use the Apple Software and Apple Services for any purposes prohibited by United States law, including, without limitation, the development, design, manufacture or production of nuclear, chemical or biological weapons.

8.5 Government End Users
The Apple Software and Apple Services and Documentation are "**Commercial Items**", as that term is defined at 48 C.F.R. §2.101, consisting of "**Commercial Computer Software**" and "**Commercial Computer Software Documentation**", as such terms are used in 48 C.F.R. §12.212 or 48 C.F.R. §227.7202, as applicable. Consistent with 48 C.F.R. §12.212 or 48 C.F.R. §227.7202-1 through 227.7202-4, as applicable, the Commercial Computer Software and Commercial Computer Software Documentation are being licensed to U.S. Government end users (a) only as Commercial Items and (b) with only those rights as are granted to all other end users pursuant to the terms and conditions herein. Unpublished-rights reserved under the copyright laws of the United States.

8.6 Dispute Resolution; Governing Law
Any litigation or other dispute resolution between You and Apple arising out of or relating to this Agreement, the Apple Software and/or Apple Services will take place in the Northern District of California, and You and Apple hereby consent to the personal jurisdiction of and exclusive venue in the state and federal courts within that District with respect any such litigation or dispute resolution. This Agreement will be governed by and construed in accordance with the laws of the United States and the State of California, except that body of California law concerning conflicts of law. Notwithstanding the foregoing, the following shall apply as exceptions to You, but solely to the limited extent that You are entering into this Agreement for the sole purpose of acting on behalf of Your entity:

A. If You (as an entity entering into this Agreement) are an agency, instrumentality or department of the federal government of the United States, then this Agreement shall be governed in accordance with the laws of the United States of America, and in the absence of applicable federal law, the laws of the State

of California will apply. Further, and notwithstanding anything to the contrary in this Agreement (including but not limited to Section 4 (Indemnification)), all claims, demands, complaints and disputes will be subject to the Contract Disputes Act (41 U.S.C. §§601-613), the Tucker Act (28 U.S.C. § 1346(a) and § 1491), or the Federal Tort Claims Act (28 U.S.C. §§ 1346(b), 2401-2402, 2671-2672, 2674-2680), as applicable, or other applicable governing authority;

B. If You (as an entity entering into this Agreement) are a U.S. public and accredited educational institution, then (a) this Agreement will be governed and construed in accordance with the laws of the state (within the U.S.) in which Your educational institution is domiciled, except that body of state law concerning conflicts of law; and (b) any litigation or other dispute resolution between You and Apple arising out of or relating to this Agreement, the Apple Software and Apple Services, or Your relationship with Apple will take place in federal court within the Northern District of California, and You and Apple hereby consent to the personal jurisdiction of and exclusive venue of such District unless such consent is expressly prohibited by the laws of the state in which Your educational institution is domiciled; and

C. If You (as an entity entering into this Agreement) are an international, intergovernmental organization that has been conferred immunity from the jurisdiction of national courts through Your intergovernmental charter or agreement, then any controversy or claim arising out of or relating to this Agreement, or the breach thereof, shall be determined by arbitration administered by the International Centre for Dispute Resolution in accordance with its International Arbitration Rules. The place of arbitration shall be London, England; the language shall be English; and the number of arbitrators shall be three. Upon Apple's request, You agree to provide evidence of Your status as an intergovernmental organization with such privileges and immunities.

This Agreement shall not be governed by the United Nations Convention on Contracts for the International Sale of Goods, the application of which is expressly excluded.

8.7 Entire Agreement; Governing Language

This Agreement constitutes the entire agreement between the parties with respect to the use of the Apple Software and Apple Services licensed hereunder and supersedes all prior understandings regarding such subject matter. Notwithstanding the foregoing, to the extent that You have entered into the Apple Developer Program License Agreement (DPLA) with Apple and are validly licensed by Apple to exercise additional rights, or to use additional features or functionality of the Apple Software or Apple Services under the DPLA, You acknowledge and agree that the DPLA shall govern Your use of such additional rights and privileges. No amendment to or modification of this Agreement will be binding unless in writing and signed by Apple. The parties hereto confirm that they have requested that this Agreement and all related documents be drafted in English. Les parties ont exigé que le présent contrat et tous les documents connexes soient rédigés en anglais.

EA1879
06/10/2024

Create and set up your app

After you've created your Google Play developer account, you can create apps and set them up using Play Console.

Create your app

1. Open Play Console .
2. Select **Home** > **Create app**.
3. Select a default language and add the name of your app as you want it to appear on Google Play. You can change this later.
4. Specify whether your application is an app or a game. You can change this later.
   - **Note:** If your game is free, it will appear on both Google Play and Google Play Games on PC by default. If your game is paid, you must release it on Google Play Games on PC yourself.
5. Specify whether your application is free or paid.
6. Add an email address that Play Store users can use to contact you about this application.
7. In the "Declarations" section:
   - Acknowledge the "Developer Program Policies" and "US export laws" declarations.
   - Accept the Play App Signing Terms of Service .
8. Select **Create app**.

Set up your app

After you create your app, you can start setting it up. Your app's dashboard will guide you through all the most important steps to get your app available on Google Play.

You'll start by providing details about your app's content, and entering information for your Google Play store listing. After that, you can move onto app release; this guides you through pre-release management, testing, and promotion to build pre-release excitement and awareness. The final step is launching your app on Google Play, making it available to billions of users.

Developers with personal accounts created after November 13, 2023, must meet specific testing requirements before they can make their app available on Google Play. Read this Help Center article to learn more.

To start setting up your app, select **Dashboard** on the left menu. For the next steps, go to Set up your app on the app dashboard.

Manage your app and app bundles

Google Play uses Android App Bundles to generate and deliver APKs that are optimized for each device configuration, providing users with more efficient apps. This means you only need to build, sign, and upload a single app bundle to support optimized APKs for a wide variety of device configurations. Google Play then manages and serves your app's distribution APKs for you.

Package names for app files are unique and permanent, so please name them carefully. Package names can't be deleted or re-used in the future.

Your release can have one of three statuses:

- **Draft:** APKs that have not been served to users yet
- **Active:** APKs currently being served to users
- **Archived:** APKs that were once active but are no longer being served to users

Find your APK files

Maximum size limit

Configure Play App Signing

App version requirements for Play Console

Meet target API level requirements

Set up your store listing and settings

Your app's store listing is displayed on Google Play and includes details that help users learn more about your app. Your store listing is shared across tracks, including testing tracks.

Product details

Preview assets

Languages and translations

Categorization and tags

Contact details

Next steps

- Prepare your app for review.
- Discover best practices for creating a compelling store listing .
- Publish your app using standard or managed publishing.
- Optimize your store listing with experiments.

Related content

- Learn more about publishing your app in the Academy for App Success .

Need more help?
Try these next steps:

Post to the help community
Get answers from community members

Contact us
Tell us more and we'll help you get there

October 30, 2025: We're updating our policies. Learn more

Google Play Play Console

Developer Policy Center



Providing a safe and trusted experience for everyone

Our policies are designed to deliver your apps and games safely to billions of people worldwide. Explore this page for information on our policies, read the Developer Distribution Agreement, and find educational resources to get started.

Recent updates

Explore our policies and resources below

Restricted Content

Impersonation

October 30, 2025: We're updating our policies. Learn more

Google Play Play Console

Developer Policy Center

Age-Restricted Content and Functionality

Financial Services

Real-Money Gambling, Games, and Contests

Illegal Activities

User Generated Content

Health Content and Services

Blockchain-based Content

AI-Generated Content

Impersonation



Intellectual Property

When developers copy someone else's work or deceive users, it hurts users and the developer community. Don't rely on misleading or unfair use of other people's work.

Intellectual Property



Privacy, Deception and Device Abuse

We're committed to protecting user privacy and providing a safe and secure environment for our users. Apps that are deceptive, malicious, or intended to abuse or misuse any network, device, or personal data are strictly prohibited.

October 30, 2025: We're updating our policies. Learn more

Google Play Play Console

Developer Policy Center



Use of SDKs In Apps

If you include an SDK in your app, you are responsible for ensuring that their third-party code and practices do not cause your app to violate Google Play Developer Program Policies. It is important to be aware of how the SDKs in your app handle user data and to ensure you know what permissions they use, what data they collect, and why.

SDK Requirements



Monetization and Ads

Google Play supports a variety of monetization strategies to benefit developers and users, including paid distribution, in-app products, subscriptions, and ad-based models. To ensure the best user experience, we require you to comply with these policies.

Payments Subscriptions Ads

Families Ads Program



Store Listing and Promotion

The promotion and visibility of your app dramatically affects store quality. Avoid spammy store



Spam, Functionality, and User Experience

At a minimum, apps should provide users with a basic degree

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Google Play Play Console

Developer Policy Center

News and Magazines

Spam

Functionality and User Experience



Malware

Malware is any code that could put a user, a user's data, or a device at risk. Because Malware is potentially harmful to users, apps containing Malware are strictly prohibited from Google Play.

Malware



Mobile Unwanted Software (MUwS)

Apps that violate Mobile Unwanted Software principles are potentially harmful to the user experience, and we will take steps to protect users from harmful software.

Mobile Unwanted Software

Ad Fraud

Unauthorized Use or Imitation of System Functionality

Social Engineering

Hostile Downloaders

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Google Play Play Console

Developer Policy Center

Store, you are responsible for ensuring your app is appropriate for children and compliant with all relevant laws.

Families

Families Self-Certified Ads SDK

in this Policy Center, apps that are designed for other Android experiences and distributed via Google Play may also be subject to program-specific policy requirements. Be sure to review the list below to determine if any of these policies apply to your app.

Android Auto/Automotive

Android Emoji Policy

Android Instant Apps Android TV

Wear OS



Enforcement

Learn more about how our policies apply, how we enforce our policies, and how you can manage policy violations.



How Google Play Works for Developers

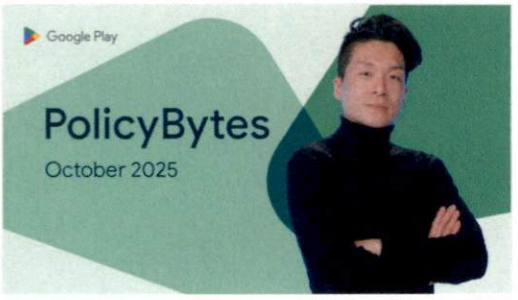
Learn more about how Google Play works to help developers succeed.

October 30, 2025: We're updating our policies. Learn more

Google Play Play Console

Developer Policy Center

Latest Information



Google Play PolicyBytes - October 2025 Update

Learn more about the policy updates and key reminders we announced in October.

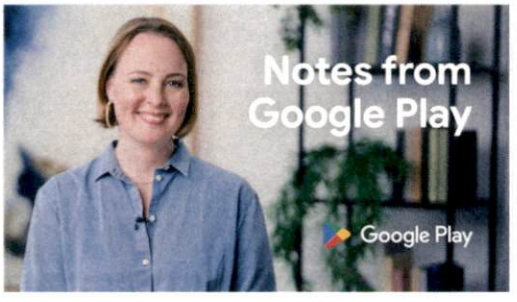
Watch video



Account data transparency and controls

In case you missed it, all developers must provide data deletion options for their Data safety section in Play Console by Dec 7, 2023.

Watch now



October 30, 2025: We're updating our policies. Learn more

Google Play Play Console

Developer Policy Center

with your users.

Watch now

Resources



Learn policy on Play Academy

Dive deeper into Google Play policies by taking training on Play Academy.

Take training



Review the status of your app

View compliance information for your app. See if your app has been rejected, removed, or suspended from Google Play.

View policy status





October 30, 2025: We're updating our policies. Learn more

Google Play Play Console

Developer Policy Center

about how you can resolve disputes with Google Play through mediation.

Get support

Learn more (EU only)



Publisher Content Policy for Google Play Books

View policy information for Google Play Books concerning publisher content policies, content review, enforcement, and appeals.

Learn more



Ratings and Reviews Policy for Google Play

On this page you can find information about how we calculate ratings and reviews on Google Play, as well as Google's policies and enforcement process for posting reviews.

Learn more

October 30, 2025: We're updating our policies. Learn more

Google Play Play Console

Developer Policy Center

Google About Google Google products Privacy Terms

Help English (United States)

Developer Program Policy

(effective January 1, 2026, unless otherwise stated)

Let's build the world's most trusted source for apps and games

Your innovation is what drives our shared success, but with it comes responsibility. These Developer Program Policies, along with the Developer Distribution Agreement, ensure that together we continue to deliver the world's most innovative and trusted apps to over a billion people through Google Play. We invite you to explore our policies below.

Restricted Content

People from all over the world use Google Play to access apps and games every day. Before submitting an app, ask yourself if your app is appropriate for Google Play and compliant with local laws.

Child Endangerment

Apps that do not prohibit users from creating, uploading, or distributing content that facilitates the exploitation or abuse of children will be subject to immediate removal from Google Play. This includes all child sexual abuse materials. To report content on a Google product that may exploit a child, click **Report abuse** . If you find content elsewhere on the internet, please contact the appropriate agency in your country directly.

We prohibit the use of apps to endanger children. This includes but is not limited to use of apps to promote predatory behavior towards children, such as:

- Inappropriate interaction targeted at a child (for example, groping or caressing).
- Child grooming (for example, befriending a child online to facilitate, either online or offline, sexual contact and/or exchanging sexual imagery with that child).
- Sexualization of a minor (for example, imagery that depicts, encourages or promotes the sexual abuse of children or the portrayal of children in a manner that could result in the sexual exploitation of children).
- Sextortion (for example, threatening or blackmailing a child by using real or alleged access to a child's intimate images).
- Trafficking of a child (for example, advertising or solicitation of a child for commercial sexual exploitation).

We will take appropriate action, which may include reporting to the National Center for Missing & Exploited Children, if we become aware of content with child sexual abuse materials. If you believe a child is in danger of or has been subject to abuse, exploitation, or trafficking, please contact your local law enforcement and contact a child safety organization listed here .

In addition, apps that appeal to children but contain adult themes are not allowed, including but not limited to:

- Apps with excessive violence, blood, and gore.
- Apps that depict or encourage harmful and dangerous activities.

We also don't allow apps that promote negative body or self image including apps that depict for entertainment purposes plastic surgery, weight loss, and other cosmetic adjustments to a person's physical appearance.

Child Safety Standards Policy

Google Play requires Social and Dating apps to comply with our Child Safety Standards policy.

These apps must:

- **Have Published Standards:** Your app must explicitly prohibit Child Sexual Abuse and Exploitation (CSAE) in publicly accessible standards, such as your app's terms of service, community guidelines or any other publicly available user policy documentation.
- **Provide an In-App Mechanism for User Feedback:** You must self-certify that you provide a mechanism within your app for users to submit feedback, concerns, or reports in your app.
- **Address CSAM:** You must self-certify that your app takes appropriate action, including but not limited to removing CSAM, after obtaining actual knowledge of it, in accordance with your published standards and relevant laws.
- **Comply with Child Safety Laws:** You must self-certify that your app complies with applicable child safety laws and regulations, including but not limited to, having a process in place to report confirmed CSAM to the National Center for Missing and Exploited Children or your relevant regional authority.
- **Provide a Child Safety Point of Contact:** Your app must provide a designated point of contact to receive potential notifications from Google Play about CSAE content found in your app or on your platform. This representative must be positioned to speak to your enforcement and review procedures and to take action if required.

Learn more here about these requirements and how to comply in our Help Center article.

Inappropriate Content

To ensure that Google Play remains a safe and respectful platform, we've created standards defining and prohibiting content that is harmful or inappropriate for our users.

Sexual Content and Profanity

We don't allow apps that contain or promote sexual content or profanity, including pornography, or any content or services intended to be sexually gratifying. We don't allow apps or app content that appear to promote or solicit a sexual act in exchange for compensation. We don't allow apps that contain or promote content associated with sexually predatory behavior, or distribute non-consensual sexual content. Content that contains nudity may be allowed if the primary purpose is educational, documentary, scientific or artistic, and is not gratuitous.

Catalog apps—apps that list book/video titles as part of a broader content catalog—may distribute books (including both ebook and audiobook) or video titles containing sexual content provided the following requirements are met:

- Book/video titles with sexual content represent a minor fraction of the app's overall catalog.
- The app does not actively promote book/video titles with sexual content. These titles may still appear in recommendations based on user history or during general price promotions.
- The app does not distribute any book/video title that contains child endangerment content, porn, or any other sexual content defined as illegal by applicable law.
- The app protects minors by restricting access to book/video titles containing sexual content.

If an app contains content that violates this policy but that content is deemed appropriate in a particular region, the app may be available to users in that region, but will remain unavailable to users in other regions.

Here are some examples of common violations:

- Depictions of sexual nudity, or sexually suggestive poses in which the subject is nude, blurred or minimally clothed, and/or where the clothing would not be acceptable in an appropriate public context.
- Depictions, animations or illustrations of sex acts, or sexually suggestive poses or the sexual depiction of body parts.

- Content that depicts or are functionally sexual aids, sex guides, illegal sexual themes and fetishes.
- Content that is lewd or profane – including but not limited to content which may contain profanity, slurs, explicit text, or adult/sexual keywords in the store listing or in-app.
- Content that depicts, describes, or encourages bestiality.
- Apps that promote sex-related entertainment, escort services, or other services that may be interpreted as providing or soliciting sexual acts in exchange for compensation, including, but not limited to compensated dating or sexual arrangements where one participant is expected or implied to provide money, gifts, or financial support to another participant ("sugar dating").
- Apps that degrade or objectify people, such as apps that claim to undress people or see through clothing, even if labeled as prank or entertainment apps.
- Content or behavior that attempts to threaten or exploit people in a sexual manner, such as creepshots, hidden camera, non-consensual sexual content created via deepfake or similar technology, or assault content.

Hate Speech

We don't allow apps that promote violence, or incite hatred against individuals or groups based on race or ethnic origin, religion, disability, age, nationality, veteran status, sexual orientation, gender, gender identity, caste, immigration status, or any other characteristic that is associated with systemic discrimination or marginalization.

Apps which contain EDSA (Educational, Documentary, Scientific, or Artistic) content related to Nazis may be blocked in certain countries, in accordance with local laws and regulations.

Here are some examples of common violations:

- Content or speech asserting that a protected group is inhuman, inferior or worthy of being hated.
- Apps that contain hateful slurs, stereotypes, or theories about a protected group possessing negative characteristics (for example, malicious, corrupt, evil, etc.), or explicitly or implicitly claims the group is a threat.
- Content or speech trying to encourage others to believe that people should be hated or discriminated against because they are a member of a protected group.
- Content which promotes hate symbols such as flags, symbols, insignias, paraphernalia or behaviors associated with hate groups.

Violence

We don't allow apps that depict or facilitate gratuitous violence or other dangerous activities. Apps that depict fictional violence in the context of a game, such as cartoons, hunting or fishing, are generally allowed.

Here are some examples of common violations:

- Graphic depictions or descriptions of realistic violence or violent threats to any person or animal.
- Apps that promote self harm, suicide, eating disorders, choking games or other acts where serious injury or death may result.

Violent Extremism

We do not permit terrorist organizations, or other dangerous organizations or movements that have engaged in, prepared for, or claimed responsibility for acts of violence against civilians to publish apps on Google Play for any purpose, including recruitment.

We don't allow apps with content related to violent extremism, or content related to planning, preparing, or glorifying violence against civilians, such as content that promotes terrorist acts, incites violence, or celebrates terrorist attacks. If posting content related to violent extremism for an educational, documentary, scientific, or artistic purpose, be mindful to provide relevant EDSA context.

Sensitive Events

We don't allow apps that capitalize on or are insensitive toward a sensitive event with significant social, cultural, or political impact, such as civil emergencies, natural disasters, public health emergencies, conflicts, deaths, or other tragic events. Apps with content related to a sensitive event are generally allowed if that content has EDSA (Educational, Documentary, Scientific, or Artistic) value or intends to alert users to or raise awareness for the sensitive event.

Here are some examples of common violations:

- Lacking sensitivity regarding the death of a real person or group of people due to suicide, overdose, natural causes, etc.
- Denying the occurrence of a well-documented, major tragic event.
- Appearing to profit from a sensitive event with no discernible benefit to the victims.

Bullying and Harassment

We don't allow apps that contain or facilitate threats, harassment, or bullying.

Here are some examples of common violations:

- Bullying victims of international or religious conflicts.
- Content that seeks to exploit others, including extortion, blackmail, etc.
- Posting content in order to humiliate someone publicly.
- Harassing victims, or their friends and families, of a tragic event.

Dangerous Products

We don't allow apps that facilitate the sale of explosives, firearms, ammunition, or certain firearms accessories.

- Restricted accessories include those that enable a firearm to simulate automatic fire or convert a firearm to automatic fire (for example, bump stocks, gatling triggers, drop-in auto sears, conversion kits), and magazines or belts carrying more than 30 rounds.

We don't allow apps that provide instructions for the manufacture of explosives, firearms, ammunition, restricted firearm accessories, or other weapons. This includes instructions on how to convert a firearm to automatic, or simulated automatic, firing capabilities.

Marijuana

We don't allow apps that facilitate the sale of marijuana or marijuana products, regardless of legality.

Here are some examples of common violations:

- Allowing users to order marijuana through an in-app shopping cart feature.
- Assisting users in arranging delivery or pick up of marijuana.
- Facilitating the sale of products containing THC(Tetrahydrocannabinol), including products such as CBD oils containing THC.

Tobacco and Alcohol

We don't allow apps that facilitate the sale of tobacco or products containing nicotine (such as e-cigarettes, vape pens and nicotine pouches) or encourage the illegal or inappropriate use of alcohol, tobacco, or nicotine.

Additional information

- Depicting or encouraging the use or sale of alcohol or tobacco to minors is not allowed.
- Implying that consuming tobacco can improve social, sexual, professional, intellectual, or athletic standing is not allowed.

- Portraying excessive drinking favorably, including the favorable portrayal of excessive, binge or competition drinking is not allowed.
- Advertisements, promotions, or prominent featuring of tobacco products (includes ads, banners, categories and links out to tobacco selling sites) is not allowed.
- We may allow the limited sale of tobacco products in food/grocery delivery apps, in certain regions, and subject to age-gating safeguards (such as ID check at delivery).
- We may allow the sale of products marketed as nicotine cessation aids subject to age-gating safeguards.

Financial Services

We don't allow apps that expose users to deceptive or harmful financial products and services.

For the purposes of this policy, we consider financial products and services to be those related to the management or investment of money and cryptocurrencies, including personalized advice.

If your app contains or promotes financial products and services, you must comply with state and local regulations for any region or country that your app targets—for example, include specific disclosures required by local law.

Any app that contains any financial features must complete the Financial features declaration form within Play Console.

Binary Options

We do not allow apps that provide users with the ability to trade binary options.

Loans

Personal Loans: We define personal loans as lending money from one individual, organization, or entity to an individual consumer on a nonrecurring basis, not for the purpose of financing purchase of a fixed asset or education. Personal loan consumers require information about the quality, features, fees, repayment schedule, risks, and benefits of loan products in order to make informed decisions about whether to undertake the loan.

- Examples: Personal loans, payday loans, peer-to-peer loans, title loans
- Examples not included: Mortgages, car loans, revolving lines of credit (such as credit cards, personal lines of credit)

Earned Wage Access: We define earned wage access loans (EWA) as a financial service that allows individuals to access a portion of their wages that have already been earned but not yet paid by their employer. Unlike traditional loans, EWA services are characterized by the following features:

- Repayment Mechanism: Repayment occurs automatically via payroll deduction or through an autopay transaction linked to the user's bank account. If the autopay transaction fails, no additional interest, penalties, or fees are charged.
- Income-Based Access: The amount available to the user is strictly limited to wages they have already earned during the current pay period, ensuring no borrowing against future income.
- Fee Structure: EWA services charge no interest and instead charge a low, flat fee or a percentage based transaction fee for usage. A reasonable fee would be minimal and transparent, reflecting the actual cost of providing the service without burdening the user, likely in the range of $1–$5 per transaction or 1–5% of the advance.
- No Debt Creation: EWA services typically do not report transactions to credit bureaus, ensuring they do not impact the user's credit score or contribute to long-term debt accumulation.

Apps that provide personal loans, including but not limited to apps which offer loans directly, lead generators, and those who connect consumers with third-party lenders, must have the App Category set to "Finance" in Play Console and disclose the following information in the app metadata:

- Minimum and maximum period for repayment.
- Maximum Annual Percentage Rate (APR), which generally includes interest rate plus fees and other costs for a year, or similar other rate calculated consistently with local law.
- A representative example of the total cost of the loan, including the principal and all applicable fees.
- A privacy policy that comprehensively discloses the access, collection, use, and sharing of personal and sensitive user data, subject to the restrictions outlined in this policy.

We do not allow apps that promote personal loans which require repayment in full in 60 days or less from the date the loan is issued (we refer to these as "short-term personal loans").

Apps that provide Earned Wage Access loans, including but not limited to apps which offer these loans directly, lead generators, and those who connect consumers with third-party lenders, must have the app category set to "Finance" in Play Console and disclose the following information in the app metadata:

- Repayment terms and conditions
- All fees, including subscription fees, transaction fees, and all other fees related to providing the loan.
- A representative example of the total cost of the loan, including all fees.
- A privacy policy that comprehensively discloses the access, collection, use, and sharing of personal and sensitive user data, subject to the restrictions outlined in this policy.

We must be able to establish a connection between your developer account and any provided licenses or documentation proving your ability to service personal loans. Additional information or documents may be requested to confirm your account is in compliance with all local laws and regulations.

Personal loan apps, apps with the primary purpose of facilitating access to personal loans (for example, lead generators or facilitators) or lines of credit, accessory loan or credit apps (loan calculators, loan guides, etc.), and Earned Wage Access (EWA) apps are prohibited from accessing sensitive data, such as photos and contacts. The following permissions are prohibited:

- Read_external_storage
- Read_media_images
- Read_contacts
- Access_fine_location
- Read_phone_numbers
- Read_media_videos
- Query_all_packages
- Write_external_storage

Apps that utilize sensitive information or APIs are subject to additional restrictions and requirements. Please see the Permissions policy for additional information.

High APR personal loans

In the United States, we do not allow apps for personal loans where the Annual Percentage Rate (APR) is 36% or higher. Apps for personal loans in the United States must display their maximum APR, calculated consistently with the Truth in Lending Act (TILA) .

This policy applies to apps which offer loans directly, lead generators, and those who connect consumers with third-party lenders.

Country specific requirements

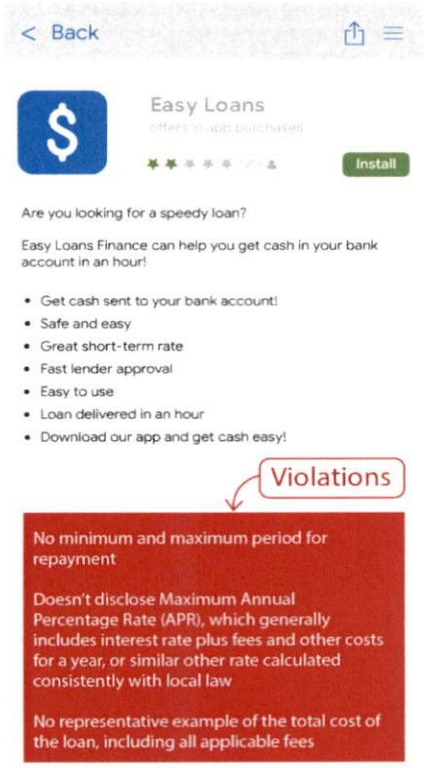
Personal loan apps targeting the listed countries must comply with additional requirements and provide supplementary documentation as part of the Financial features declaration within Play Console. Apps that provide EWA loans are subject to these requirements to the extent applicable in the relevant jurisdictions. You must, upon Google Play's request, provide additional information or documents relating to your compliance with the applicable regulatory and licensing requirements.

1. **India**
   - If you are licensed by the Reserve Bank of India (RBI) to provide personal loans, you must submit a copy of your license for our review.
   - If you are not directly engaged in money lending activities and are only providing a platform to facilitate money lending by registered Non-Banking Financial Companies (NBFCs) or banks to users, you will need to accurately reflect this in the declaration.
     - In addition, the names of all registered NBFCs and banks must be prominently disclosed in your app's description.
2. **Indonesia**
   - If your app is engaged in the activity of Information Technology-Based Money Lending Services in accordance with OJK Regulation No. 77/POJK.01/2016 (as may be amended from time to time), you must submit a copy of your valid license for our review.
3. **Philippines**
   - All financing and lending companies offering loans via Online Lending Platforms (OLP) must obtain a SEC Registration Number and the Certificate of Authority (CA) Number from the Philippines Securities and Exchanges Commission (PSEC).
     - In addition, you must disclose your Corporate Name, Business Name, PSEC Registration Number, and Certificate of Authority to Operate a Financing/Lending Company (CA) in your app's description.
   - Apps engaged in lending-based crowdfunding activities, such as peer-to-peer (P2P) lending, or as defined under the Rules and Regulations Governing Crowdfunding (CF Rules), must process transactions through PSEC-Registered CF Intermediaries.
4. **Nigeria**
   - Digital Money Lenders (DML) must adhere to and complete the LIMITED INTERIM REGULATORY/ REGISTRATION FRAMEWORK AND GUIDELINES FOR DIGITAL LENDING, 2022 (as may be amended from time to time) by the Federal Competition and Consumer Protection Commission (FCCPC) of Nigeria and obtain a verifiable approval letter from the FCCPC.
   - Loan Aggregators must provide documentation and/or certification for digital lending services and contact details for every partnered DML.
5. **Kenya**
   - Digital Credit Providers (DCP) should complete the DCP registration process and obtain a license from the Central Bank of Kenya (CBK). You must provide a copy of your license from the CBK as part of your declaration.
   - If you are not directly engaged in money lending activities and are only providing a platform to facilitate money lending by registered DCP(s) to users, you will need to accurately reflect this in the declaration and provide a copy of the DCP license of your respective partner(s).
   - Currently, we only accept declarations and licenses from entities published under the Directory of Digital Credit Providers on the official website of the CBK.
6. **Pakistan**
   - Each Non-Banking Finance Company (NBFC) lender can only publish one Digital Lending App (DLA). Developers who attempt to publish more than one DLA per NBFC risk the termination of their developer account and any other associated accounts.
   - You must submit proof of approval from the SECP to offer or facilitate digital lending services in Pakistan. In addition, short-term loan apps are not permitted; however, rare exceptions may be considered when explicitly permitted by laws and regulations in Pakistan.
7. **Thailand**
   - Personal loan apps targeting Thailand, with interest rates at or above 15%, must obtain a valid license from the Bank of Thailand (BoT) or the Ministry of Finance (MoF). Developers must

provide documentation that proves their ability to provide or facilitate personal loans in Thailand. This documentation should include:

- A copy of their license issued by the Bank of Thailand to operate as a personal loan provider or nano finance organization.
- A copy of their Pico-finance business license issued by the Ministry of Finance to operate as a Pico or Pico-plus lender.

Here is an example of a common violation:



Real-Money Gambling, Games, and Contests

We allow real-money gambling apps, ads related to real-money gambling, loyalty programs with gamified outcomes, and daily fantasy sports apps that meet certain requirements.

Gambling Apps

Subject to restrictions and compliance with all Google Play policies, we allow apps that enable or facilitate online gambling in select countries, as long as the Developer completes the application process for gambling apps being distributed on Google Play, is an approved governmental operator and/or is registered as a licensed operator with the appropriate governmental gambling authority in the specified country, and provides a valid operating license in the specified country for the type of online gambling product they want to offer.

We only allow valid licensed or authorized gambling apps that have the following types of online gambling products:

- Online Casino games
- Sports Betting
- Horse Racing (where regulated and licensed separately from Sports Betting)
- Lotteries
- Daily Fantasy Sports

Eligible apps must meet the following requirements:

- Developer must successfully complete the application process in order to distribute the app on Google Play;
- App must comply with all applicable laws and industry standards for each country in which it is distributed;
- Developer must have a valid gambling license for each country or state/territory in which the app is distributed;
- Developer must not offer a type of gambling product that exceeds the scope of its gambling license;
- App must prevent under-age users from using the app;
- App must prevent access and use from countries, states/territories, or the geographic areas not covered by the developer-provided gambling license;
- App must NOT be purchasable as a paid app on Google Play, nor use Google Play In-app Billing;
- App must be free to download and install from the Google Play store;
- App must be rated AO (Adult Only) or IARC equivalent ; and
- App and its app listing must clearly display information about responsible gambling.

Other Real-Money Games, Contests, and Tournament Apps

For all other apps which do not meet the eligibility requirements for gambling apps noted above and are not included in the "Other Real-Money Game Pilots" noted below, we don't allow content or services that enable or facilitate users' ability to wager, stake, or participate using real money (including in-app items purchased with money) to obtain a prize of real world monetary value. This includes but is not limited to, online casinos, sports betting, lotteries, and games that accept money and offer prizes of cash or other real world value (except programs permitted under the Gamified Loyalty Programs requirements described below).

Examples of violations

- Games that accept money in exchange for an opportunity to win a physical or monetary prize
- Apps that have navigational elements or features (for example, menu items, tabs, buttons, webviews, etc.) that provide a "call to action" to wager, stake, or participate in real-money games, contests or tournaments using real money, such as apps that invite users to "BET!" or "REGISTER!" or "COMPETE!" in a tournament for a chance to win a cash prize.
- Apps that accept or manage wagers, in-app currencies, winnings, or deposits in order to gamble for, or obtain a physical or monetary prize.

Other Real-Money Game Pilots

We may occasionally conduct limited time pilots for certain types of real money gaming in select regions. For details, refer to this Help Center page. The Online Crane Games pilot in Japan ended on July 11, 2023. Effective July 12, 2023, Online Crane Game apps may be listed on Google Play globally subject to applicable law and certain requirements.

Gamified Loyalty Programs

Where permitted by law and not subject to additional gambling or gaming licensing requirements, we allow loyalty programs that reward users with real world prizes or monetary equivalent, subject to the following Play Store eligibility requirements:

For all apps (games and non-games):

- Loyalty program benefits, perks, or rewards must be clearly supplementary and subordinate to any qualifying monetary transaction within the app (where the qualifying monetary transaction must be a genuine separate transaction to provide goods or services independent of the loyalty program) and may not be subject to purchase nor tied to any mode of exchange otherwise in violation of the Real-Money Gambling, Games, and Contests policy restrictions.

- For example, no portion of the qualifying monetary transaction may represent a fee or wager to participate in the loyalty program, and the qualifying monetary transaction must not result in the purchase of goods or services above its usual price.

For Game apps:

- Loyalty points or rewards with benefits, perks or rewards associated with a qualifying monetary transaction may only be awarded and redeemed on a fixed ratio basis, where the ratio is documented conspicuously in the app and also within the publicly available official rules for the program, and the earning of benefits or redemptive value may **not** be wagered, awarded or exponentiated by game performance or chance-based outcomes.

For non-Game apps:

- Loyalty points or rewards may be tied to a contest or chance based outcomes if they fulfill the requirements noted below. Loyalty programs with benefits, perks or rewards associated with a qualifying monetary transaction must:
  - Publish official rules for the program within the app.
  - For programs involving variable, chance-based, or randomized reward systems: disclose within the official terms for the program 1) the odds for any reward programs which use fixed odds to determine rewards and 2) the selection method (for example, variables used to determine the reward) for all other such programs.
  - Specify a fixed number of winners, fixed entry deadline, and prize award date, per promotion, within the official terms of a program offering drawings, sweepstakes, or other similar style promotions.
  - Document any fixed ratio for loyalty point or loyalty reward accrual and redemption conspicuously in the app and also within the official terms of the program.

Type of app with Loyalty program	Loyalty gamification and variable rewards	Loyalty rewards based upon a fixed ratio/schedule	Terms and Conditions of loyalty program required	T&Cs must disclose odds or selection method of any chance based loyalty program
Game	Not Allowed	Allowed	Required	N/A (Game apps not allowed to have chance based elements in loyalty programs)
Non-Game	Allowed	Allowed	Required	Required

Ads for Gambling or Real-Money Games, Contests, and Tournaments within Play-distributed Apps

We allow apps that have ads which promote gambling, real-money games, contests, and tournaments if they meet the following requirements:

1. App and ad (including advertisers) must comply with all applicable laws and industry standards for any location where the ad is displayed;
2. Ad must meet all applicable local ad licensing requirements for all gambling-related products and services being promoted;
3. App must not display a gambling ad to individuals known to be under the age of 18;
4. App must not be enrolled in the Designed for Families program;
5. App must not target individuals under the age of 18;
6. If advertising a Gambling App (as defined above), the ad must clearly display information about responsible gambling on its landing page, the advertised app listing itself or within the app;

7. App must not provide simulated gambling content (for example, social casino apps; apps with virtual slot machines);
8. App must not provide gambling or real money game, lottery, or tournament support or companion functionality (for example, functionality that assists with wagering, payouts, sports score/odds/performance tracking, or management of participation funds);
9. App content must not promote or direct users to gambling or real money games, lotteries, or tournament services

Only apps that meet all of these requirements in the section listed above may include ads for gambling or real money games, lotteries, or tournaments. Accepted Gambling Apps (as defined above), or accepted Daily Fantasy Sports Apps (as defined below) which meet requirements 1-6 above, may include ads for gambling or real money games, lotteries, or tournaments.

Examples of violations

- An app that's designed for under-age users and shows an ad promoting gambling services
- A simulated casino game that promotes or directs users to real money casinos
- A dedicated sports odds tracker app containing integrated gambling ads linking to a sports betting site
- Apps that have gambling ads that violate our Deceptive Ads policy, such as ads that appear to users as buttons, icons, or other interactive in-app elements

Daily Fantasy Sports (DFS) Apps

We only allow daily fantasy sports (DFS) apps, as defined by applicable local law, if they meet the following requirements:

- App is either 1) only distributed in the United States or 2) eligible under the Gambling Apps requirements and application process noted above for non US based countries;
- Developer must successfully complete the DFS application process and be accepted in order to distribute the app on Play;
- App must comply with all applicable laws and industry standards for the countries in which it is distributed;
- App must prevent under-age users from wagering or conducting monetary transactions within the app;
- App must NOT be purchasable as a paid app on Google Play, nor use Google Play In-app Billing;
- App must be free to download and install from the Store;
- App must be rated AO (Adult Only) or IARC equivalent;
- App and its app listing must clearly display information about responsible gambling;
- App must comply with all applicable laws and industry standards for any US state or US territory in which it is distributed;
- Developer must have a valid license for each US state or US territory in which a license is required for daily fantasy sports apps;
- App must prevent use from US States or US territories in which the developer does not hold a license required for daily fantasy sports apps; and
- App must prevent use from US States or US territories where daily fantasy sports apps are not legal.

Illegal Activities

We don't allow apps that facilitate or promote illegal activities.

Here are some examples of common violations:

- Facilitating the sale or purchase of illegal drugs.
- Depicting or encouraging the use or sale of drugs, alcohol, or tobacco by minors.

- Instructions for growing or manufacturing illegal drugs.

User Generated Content

User-generated content (UGC) is content that users contribute to an app, and which is visible to or accessible by at least a subset of the app's users.

Apps that contain or feature UGC, including apps which are specialized browsers or clients to direct users to a UGC platform, must implement robust, effective, and ongoing UGC moderation that:

- Requires users accept the app's terms of use and/or user policy before users can create or upload UGC;
- Defines objectionable content and behaviors (in a way that complies with Google Play Developer Program Policies), and prohibits them in the app's terms of use or user policies;
- Conducts UGC moderation, as is reasonable and consistent with the type of UGC hosted by the app. This includes providing an in-app system for reporting and blocking objectionable UGC and users, and taking action against UGC or users where appropriate. Different UGC experiences may require different moderation efforts. For example:
  - Apps featuring UGC that identify a specified set of users through means such as user verification or offline registration (for example, apps exclusively used within a specific school or company, etc.) must provide in-app functionality to report content and users.
  - UGC features that enable 1:1 user interaction with specific users (for example, direct messaging, tagging, mentioning, etc.) must provide an in-app functionality for blocking users.
  - Apps that provide access to publicly accessible UGC, such as social networking apps and blogger apps, must implement in-app functionality to report users and content, and to block users.
  - In the case of augmented reality (AR) apps, UGC moderation (including the in-app reporting system) must account for both objectionable AR UGC (for example, a sexually explicit AR image) and sensitive AR anchoring location (for example, AR content anchored to a restricted area, such as a military base, or a private property where AR anchoring may cause issues for the property owner).
- Provides safeguards to prevent in-app monetization from encouraging objectionable user behavior.

Incidental Sexual Content

Sexual content is considered "incidental" if it appears in a UGC app that (1) provides access to primarily non-sexual content, and (2) does not actively promote or recommend sexual content. Sexual content defined as illegal by applicable law and child endangerment content are not considered "incidental" and are not permitted.

UGC apps may contain incidental sexual content if all of the following requirements are met:

- Such content is hidden by default behind filters that require at least two user actions in order to completely disable (for example, behind an obfuscating interstitial or precluded from view by default unless "safe search" is disabled).
- Children, as defined in the Families policy, are explicitly prohibited from accessing your app using age screening systems such as a neutral age screen or an appropriate system as defined by applicable law.
- Your app provides accurate responses to the content rating questionnaire regarding UGC, as required by the Content Ratings policy.

Apps whose primary purpose is featuring objectionable UGC will be removed from Google Play. Similarly, apps that end up being used primarily for hosting objectionable UGC, or that develop a reputation among users of being a place where such content thrives, will also be removed from Google Play.

Here are some examples of common violations:

- Promoting sexually explicit user-generated content, including implementing or permitting paid features that principally encourage the sharing of objectionable content.
- Apps with user generated content (UGC) that lack sufficient safeguards against threats, harassment, or bullying, particularly toward minors.
- Posts, comments, or photos within an app that are primarily intended to harass or single out another person for abuse, malicious attack, or ridicule.
- Apps that continually fail to address user complaints about objectionable content.

Health Content and Services

We don't allow apps that expose users to harmful health content and services.

If your app contains or promotes health content and services, you must ensure your app is compliant with any applicable laws and regulations.

Health and Medical Apps

If your app offers health-related features or information as part of its functionality, or accesses health data to support non-health features, it must comply with the existing Google Play Developer Policies, including Privacy, Deception and Device Abuse, in addition to the below requirements:

- **Console Declaration:**
  - All developers must complete the Health apps declaration form on the App content page (Policy > App content) in Play Console. Learn more about providing information for the Health apps declaration form.
- **Privacy Policy and Prominent Disclosure Requirements:**
  - Your app must post a privacy policy link in the designated field within Play Console, and a privacy policy link or text within the app itself. Please make sure your privacy policy is available on an active, publicly accessible and non-geofenced URL (no PDFs) and is non-editable (as per the Data safety section).
  - Your app's privacy policy must, together with any in-app disclosures, comprehensively disclose the access, collection, use, and sharing of personal or sensitive user data, not limited by the data disclosed in the Data safety section above. For any functionality or data regulated by dangerous or runtime permissions , the app must fulfill all applicable prominent disclosure and consent requirements.
  - Permissions that are not required for a health app to perform its core functionality should not be requested and unused permissions must be removed. For the list of permissions that are considered in scope of health related sensitive data, see What permissions are in scope of the health apps policy?
  - If your app is not primarily a health app, but has health-related features and accesses health data, it is still in scope of the Health App policy. It should be clear to the user the connection between the app's core functionality and the collection of health related data (for example, insurance providers, games apps that collect a user's activity data as a way to advance game play etc.). The app's privacy policy must reflect this limited use.
- **Health and Medical Functionalities:**
  - We don't allow apps with health and medical related functionalities that are misleading or potentially harmful.
  - Apps that connect to external hardware or devices (for example, blood glucose monitors) to perform their medical function, must clearly disclose these external hardware requirements in the app description. The app must not imply that it can function independently of the required external hardware.
  - Apps that use device sensors (for example, camera) for health functions must clearly state device compatibility information in the app description. For example, apps with oximetry functionality

using only device sensors must properly disclose which device models can support the functionality.

- Apps that have received regulatory clearance or approval as a medical device must provide proof of such approval upon request. Apps that are not regulated and approved by a relevant health authority must include a clear disclaimer indicating that the app is not a medical device and does not diagnose, treat, cure, or prevent any medical condition.
- Apps must also remind users to consult a healthcare professional for medical advice, diagnosis, or treatment.

- **Additional requirements:**
  If your health app qualifies for one of the following designations, you must comply with relevant requirements:
  - **Government-Affiliated health apps:** If you have permission from the government or a recognized healthcare organization to develop and distribute an app in affiliation with them, you must submit proof of eligibility via the Advance Notice Form.
  - **Contact Tracing/Health Status apps:** If your app is a contact tracing and/or health status app, please select "Disease Prevention and Public Health" in Play Console, and provide the required information via the advance notice form above.
  - **Human Subjects Research Apps:** Apps conducting health-related human subjects research must follow all rules and regulations; including but not limited to, obtaining informed consent from participants or, in the case of minors, their parent or guardian. Health Research apps should also secure approval from an Institutional Review Board (IRB) and/or equivalent independent ethics committee unless otherwise exempt. Proof of such approval must be provided upon request.

For more information about health and medical apps, see this help center article.

Health Connect Data

Data accessed through Health Connect Permissions is regarded as personal and sensitive user data subject to the User Data policy, and is subjected to additional requirements.

Prescription Drugs

We do not allow apps that facilitate the sale or purchase of prescription drugs without a prescription.

Unapproved Substances

Google Play doesn't allow apps that promote or sell unapproved substances, irrespective of any claims of legality.

Here are some examples of common violations:

- All items on this non-exhaustive list of prohibited pharmaceuticals and supplements .
- Products that contain ephedra.
- Products containing human chorionic gonadotropin (hCG) in relation to weight loss or weight control, or when promoted in conjunction with anabolic steroids.
- Herbal and dietary supplements with active pharmaceutical or dangerous ingredients.
- False or misleading health claims, including claims implying that a product is as effective as prescription drugs or controlled substances.
- Non-government approved products that are marketed in a way that implies that they're safe or effective for use in preventing, curing, or treating a particular disease or ailment.
- Products that have been subject to any government or regulatory action or warning.

- Products with names that are confusingly similar to an unapproved pharmaceutical or supplement or controlled substance.

For additional information on the unapproved or misleading pharmaceuticals and supplements that we monitor, please visit www.legitscript.com .

Health Misinformation

We don't allow apps containing misleading health claims that contradict existing medical consensus, or can cause harm to users.

Here are some examples of common violations:

- Misleading claims about vaccines, such as that vaccines can alter one's DNA.
- Advocacy of harmful, unapproved treatments.
- Advocacy of other harmful health practices, such as conversion therapy.



(1) This app features medical or health-related claims (cures cancer) that are misleading.

Medical Functionalities

We don't allow apps that feature medical or health-related functionalities that are misleading or potentially harmful. For example, we do not allow apps that claim to have oximetry functionality that is solely app-based. Oximeter apps must be supported by external hardware, wearable, or dedicated smartphone sensors designed to support oximetry functionality. These supported apps must also contain disclaimers in the metadata stating that they are not intended for medical use, are only designed for general fitness and wellness purposes, are not a medical device, and must properly disclose the compatible hardware model/device model.

Payments - Clinical Services

Transactions involving regulated clinical services should not use Google Play's billing system. For more information, see Understanding Google Play's Payments policy .

Blockchain-based Content

As blockchain technology continues to rapidly evolve, we aim to provide a platform for developers to thrive with innovation and build more enriched, immersive experiences for users.

For the purposes of this policy, we consider blockchain-based content to be tokenized digital assets secured on a blockchain. If your app contains blockchain-based content, you must comply with these requirements.

Cryptocurrency Exchanges and Software Wallets

The purchase, holding, or exchange of cryptocurrencies should be conducted through certified services in regulated jurisdictions.

You must also comply with applicable regulations for any region or country that your app targets and avoid publishing your app where your products and services are prohibited. Google Play may request you to provide additional information or documents regarding your compliance with any applicable regulatory or licensing requirements.

Cryptomining

We don't allow apps that mine cryptocurrency on devices. We permit apps that remotely manage the mining of cryptocurrency.

Transparency Requirements for Distributing Tokenized Digital Assets

If your app sells or enables users to earn Tokenized Digital Assets, you must declare this via the Financial features declaration form on the App Content page in Play Console.

When creating an in-app product, you must indicate in the product details that it represents a Tokenized Digital Asset. For additional guidance, see Create an in-app product.

You may not promote or glamorize any potential earning from playing or trading activities.

Additional Requirements for NFT Gamification

As required by Google Play's Real-Money Gambling, Games, and Contests policy, gambling apps that integrate tokenized digital assets, such as NFTs, should complete the application process.

For all other apps which do not meet the eligibility requirements for gambling apps and are not included in Other Real-Money Game Pilots, anything of monetary value should not be accepted in exchange for a chance to obtain an NFT of unknown value. NFTs bought by users should be consumed or used in the game to enhance a user's experience or aid users in advancing the game. NFTs must not be used to wager or stake in exchange for the opportunity to win prizes of real-world monetary value (including other NFTs).

Here are some examples of common violations:

- Apps that sell bundles of NFTs without disclosing the specific contents and values of the NFTs.
- Pay-to-play social casino games, such as slot machines, that reward NFTs.

AI-Generated Content

As generative AI models become more widely available to developers, you may be incorporating these models into your apps to increase engagement and improve user experience. Google Play wants to help ensure that AI-generated content is safe for all users and that user feedback is incorporated to enable responsible innovation.

AI-Generated Content

AI-generated content is content that is created by generative AI models based on user prompts. Examples of AI-generated content include:

- Text-to-text conversational generative AI chatbots, in which interacting with the chatbot is a central feature of the app
- Image or video generated by AI based on text, image, or voice prompts

To ensure user safety and in accordance with Google Play's Policy Coverage, apps that generate content using AI must comply with existing Google Play Developer Policies, including by prohibiting and preventing the generation of Restricted Content, such as content that facilitates the exploitation or abuse of children, and content that enables Deceptive Behavior.

For resources on industry best practices in safeguarding generative AI apps, please see our Help Center article.

Apps that generate content using AI must contain in-app user reporting or flagging features that allow users to report or flag offensive content to developers without needing to exit the app. Developers should utilize user reports to inform content filtering and moderation in their apps.

Intellectual Property

We don't allow apps or developer accounts that infringe on the intellectual property rights of others (including trademark, copyright, patent, trade secret, and other proprietary rights). We also don't allow apps that encourage or induce infringement of intellectual property rights.

We will respond to clear notices of alleged copyright infringement. For more information or to file a DMCA request, please visit our copyright procedures .

To submit a complaint regarding the sale or promotion for sale of counterfeit goods within an app, please submit a counterfeit notice .

If you are a trademark owner and you believe there is an app on Google Play that infringes on your trademark rights, we encourage you to reach out to the developer directly to resolve your concern. If you are unable to reach a resolution with the developer, please submit a trademark complaint through this form .

If you have written documentation proving that you have permission to use a third party's intellectual property in your app or store listing (such as brand names, logos and graphic assets), contact the Google Play team in advance of your submission to ensure that your app is not rejected for an intellectual property violation.

Unauthorized Use of Copyrighted Content

We don't allow apps that infringe copyright. Modifying copyrighted content may still lead to a violation. Developers may be required to provide evidence of their rights to use copyrighted content.

Please be careful when using copyrighted content to demonstrate the functionality of your app. In general, the safest approach is to create something that's original.

Here are some examples of common violations:

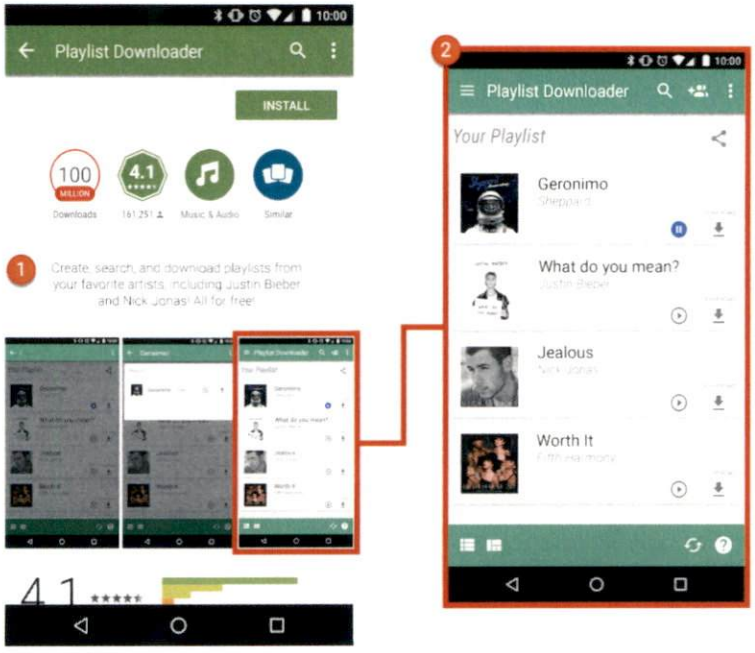
- Cover art for music albums, video games, and books.
- Marketing images from movies, television, or video games.
- Artwork or images from comic books, cartoons, movies, music videos, or television.
- College and professional sports team logos.
- Photos taken from a public figure's social media account.
- Professional images of public figures.
- Reproductions or "fan art" indistinguishable from the original work under copyright.
- Apps that have soundboards that play audio clips from copyrighted content.
- Full reproductions or translations of books that are not in the public domain.

Encouraging Infringement of Copyright

We don't allow apps that induce or encourage copyright infringement. Before you publish your app, look for ways your app may be encouraging copyright infringement and get legal advice if necessary.

Here are some examples of common violations:

- Streaming apps that allow users to download a local copy of copyrighted content without authorization.
- Apps that encourage users to stream and download copyrighted works, including music and video, in violation of applicable copyright law:



① The description in this app listing encourages users to download copyrighted content without authorization.
② The screenshot in the app listing encourages users to download copyrighted content without authorization.

Trademark Infringement

We don't allow apps that infringe on others' trademarks. A trademark is a word, symbol, or combination that identifies the source of a good or service. Once acquired, a trademark gives the owner exclusive rights to the trademark usage with respect to certain goods or services.

Trademark infringement is improper or unauthorized use of an identical or similar trademark in a way that is likely to cause confusion as to the source of that product. If your app uses another party's trademarks in a way that is likely to cause confusion, your app may be suspended.

Counterfeit

We don't allow apps that sell or promote for sale counterfeit goods. Counterfeit goods contain a trademark or logo that is identical to or substantially indistinguishable from the trademark of another. They mimic the brand features of the product in an attempt to pass themselves off as a genuine product of the brand owner.

Privacy, Deception and Device Abuse

We're committed to protecting user privacy and providing a safe and secure environment for our users. Apps that are deceptive, malicious, or intended to abuse or misuse any network, device, or personal data are strictly prohibited.

User Data

You must be transparent in how you handle user data (for example, information collected from or about a user, including device information). That means disclosing the access, collection, use, handling, and sharing of user data from your app, and limiting the use of the data to the policy compliant purposes disclosed. Please be aware that any handling of personal and sensitive user data is also subject to additional requirements in the "Personal and Sensitive User Data" section below. In addition to this and the other Play developer program policies, you must at all times comply with

privacy and data protection laws applicable in the jurisdictions in which you offer your products or services. For example, if you offer your services to users in the European Union, note that the French Data Protection Authority (CNIL) adopted guidance on best practices for protection of personal data within the mobile environment that may be helpful for you to refer to.

If you include third party code (for example, an SDK) in your app, you must ensure that the third party code used in your app, and that third party's practices with respect to user data from your app, are compliant with Google Play Developer Program policies, which include use and disclosure requirements. For example, you must ensure that your SDK providers do not sell personal and sensitive user data from your app. This requirement applies regardless of whether user data is transferred after being sent to a server, or by embedding third-party code in your app.

Personal and Sensitive User Data

Personal and sensitive user data includes, but isn't limited to, personally identifiable information, financial and payment information, authentication information, phonebook, contacts, device location , SMS and call-related data, health data, Health Connect data, inventory of other apps on the device, microphone, camera, and other sensitive device or usage data. If your app handles personal and sensitive user data, then you must:

- Limit the access, collection, use and sharing of personal and sensitive user data acquired through the app to app and service functionality and policy-conforming purposes reasonably expected by the user:
  - Apps that extend usage of personal and sensitive user data for serving advertising must comply with Google Play's Ads policy.
- You may also transfer data as necessary to service providers or for legal reasons such as to comply with a valid governmental request, applicable law, or as part of a merger or acquisition with legally adequate notice to users.
- Handle all personal and sensitive user data securely, including transmitting it using modern cryptography (for example, over HTTPS).
- Use a runtime permissions request whenever available, prior to accessing data gated by Android permissions .
- Not sell personal and sensitive user data.
  - "Sale" means the exchange or transfer of personal and sensitive user data to a third party for monetary consideration.
    - User-initiated transfer of personal and sensitive user data (for example, when the user is using a feature of the app to transfer a file to a third party, or when the user chooses to use a dedicated purpose research study app), is not regarded as sale.

Prominent Disclosure & Consent Requirement

In cases where your app's access, collection, use, or sharing of personal and sensitive user data may not be within the reasonable expectation of the user of the product or feature in question (for example, if data collection occurs in the background when the user is not engaging with your app), you must meet the following requirements:

Prominent disclosure: You must provide an in-app disclosure of your data access, collection, use, and sharing. The in-app disclosure:

- Must be within the app itself, not only in the app description or on a website;
- Must be displayed in the normal usage of the app and not require the user to navigate into a menu or settings;
- Must describe the data being accessed or collected;
- Must explain how the data will be used and/or shared;
- Cannot only be placed in a privacy policy or terms of service; and
- Cannot be included with other disclosures unrelated to personal and sensitive user data collection.

Consent and runtime permissions: Requests for in-app user consent and runtime permission requests must be immediately preceded by an in-app disclosure that meets the requirement of this policy. The app's request for consent:

- Must present the consent dialog clearly and unambiguously;
- Must require affirmative user action (for example, tap to accept, tick a check-box);
- Must not interpret navigation away from the disclosure (including tapping away or pressing the back or home button) as consent;
- Must not use auto-dismissing or expiring messages as a means of obtaining user consent; and
- Must be granted by the user before your app can begin to collect or access the personal and sensitive user data.

Apps that rely on other legal bases to process personal and sensitive user data without consent, such as a legitimate interest under the EU GDPR, must comply with all applicable legal requirements and provide appropriate disclosures to the users, including in-app disclosures as required under this policy.

To meet policy requirements, it's recommended that you reference the following example format for Prominent Disclosure when it's required:

- "[This app] collects/transmits/syncs/stores [type of data] to enable ["feature"], [in what scenario]."
- *Example: "Fitness Funds collects location data to enable fitness tracking even when the app is closed or not in use and is also used to support advertising."*
- *Example: "Call buddy collects read and write call log data to enable contact organization even when the app is not in use."*

If your app integrates third party code (for example, an SDK) that is designed to collect personal and sensitive user data by default, you must, within 2 weeks of receipt of a request from Google Play (or, if Google Play's request provides for a longer time period, within that time period), provide sufficient evidence demonstrating that your app meets the Prominent Disclosure and Consent requirements of this policy, including with regard to the data access, collection, use, or sharing via the third party code.

Here are some examples of common violations:

- An app collects device location but does not have a prominent disclosure explaining which feature uses this data and/or indicates the app's usage in the background.
- An app has a runtime permission requesting access to data before the prominent disclosure which specifies what the data is used for.
- An app that accesses a user's inventory of installed apps and doesn't treat this data as personal or sensitive data subject to the above Privacy Policy, data handling, and Prominent Disclosure and Consent requirements.
- An app that accesses a user's phone or contact book data and doesn't treat this data as personal or sensitive data subject to the above Privacy Policy, data handling, and Prominent Disclosure and Consent requirements.
- An app that records a user's screen and doesn't treat this data as personal or sensitive data subject to this policy.
- An app that collects device location and does not comprehensively disclose its use and obtain consent in accordance with the above requirements.
- An app that uses restricted permissions in the background of the app including for tracking, research, or marketing purposes and does not comprehensively disclose its use and obtain consent in accordance with the above requirements.
- An app with an SDK that collects personal and sensitive user data and doesn't treat this data as subject to this User Data Policy, access, data handling (including disallowed sale), and prominent disclosure and consent requirements.

Refer to this article for more information on the Prominent Disclosure and Consent requirement.

Restrictions for Personal and Sensitive Data Access

In addition to the requirements above, the table below describes requirements for specific activities.

Activity	Requirement
Your app handles financial or payment information or government identification numbers	Your app must never publicly disclose any personal and sensitive user data related to financial or payment activities or any government identification numbers.
Your app handles non-public phonebook or contact information	We don't allow unauthorized publishing or disclosure of people's non-public contacts.
Your app contains anti-virus or security functionality, such as anti-virus, anti-malware, or security-related features	Your app must post a privacy policy that, together with any in-app disclosures, explain what user data your app collects and transmits, how it's used, and the type of parties with whom it's shared.
Your app targets children	Your app must not include an SDK that is not approved for use in child-directed services. See Designing Apps for Children and Families for full policy language and requirements.
Your app collects or links persistent device identifiers (for example, IMEI, IMSI, SIM Serial #, etc.)	Persistent device identifiers may not be linked to other personal and sensitive user data or resettable device identifiers except for the purposes of • Telephony linked to a SIM identity (for example, wifi calling linked to a carrier account), and • Enterprise device management apps using device owner mode. These uses must be prominently disclosed to users as specified in the User Data policy. Please consult this resource for alternative unique identifiers. Please read the Ads policy for additional guidelines for Android Advertising ID.

Data safety section

All developers must complete a clear and accurate Data safety section for every app detailing collection, use, and sharing of user data. The developer is responsible for the accuracy of the label and keeping this information up-to-date. Where relevant, the section must be consistent with the disclosures made in the app's privacy policy.

Please refer to this article for additional information on completing the Data safety section.

Privacy Policy

All apps must post a privacy policy link in the designated field within Play Console, and a privacy policy link or text within the app itself. The privacy policy must, together with any in-app disclosures, comprehensively disclose how your app accesses, collects, uses, and shares user data, not limited by the data disclosed in the Data safety section. This must include:

- Developer information and a privacy point of contact or a mechanism to submit inquiries.
- Disclosing the types of personal and sensitive user data your app accesses, collects, uses, and shares; and any parties with which any personal or sensitive user data is shared.
- Secure data handling procedures for personal and sensitive user data.
- The developer's data retention and deletion policy.
- Clear labeling as a privacy policy (for example, listed as "privacy policy" in title).

The entity (for example, developer, company) named in the app's Google Play store listing must appear in the privacy policy or the app must be named in the privacy policy. Apps that do not access any personal and sensitive user data must still submit a privacy policy.

Please make sure your privacy policy is available on an active, publicly accessible and non-geofenced URL (no PDFs) and is non-editable.

Account Deletion Requirement

If your app allows users to create an account from within your app, then it must also allow users to request for their account to be deleted. Users must have a readily discoverable option to initiate app account deletion from within your app and outside of your app (for example, by visiting your website). A link to this web resource must be entered in the designated URL form field within Play Console.

When you delete an app account based on a user's request, you must also delete the user data associated with that app account. Temporary account deactivation, disabling, or "freezing" the app account does not qualify as account deletion. If you need to retain certain data for legitimate reasons such as security, fraud prevention, or regulatory compliance, you must clearly inform users about your data retention practices (for example, within your privacy policy).

To learn more about account deletion policy requirements, please review this Help Center article. For additional information on updating your Data safety form, visit this article.

Usage of App Set ID

Android will introduce a new ID to support essential use cases such as analytics and fraud prevention. Terms for the use of this ID are below.

- **Usage**: App set ID must not be used for ads personalization and ads measurement.
- **Association with personally-identifiable information or other identifiers:** App set ID may not be connected to any Android identifiers (for example, AAID) or any personal and sensitive data for advertising purposes.
- **Transparency and consent:** The collection and use of the app set ID and commitment to these terms must be disclosed to users in a legally adequate privacy notification, including your privacy policy. You must obtain users' legally valid consent where required. To learn more about our privacy standards, please review our User Data policy.

EU-U.S., UK, and Swiss Data Privacy Frameworks

If you access, use, or process personal information made available by Google that directly or indirectly identifies an individual and that originated in the European Economic Area, United Kingdom, or Switzerland ("EU Personal Information"), then you must:

- Comply with all applicable privacy, data security, and data protection laws, directives, regulations, and rules;
- Access, use or process EU Personal Information only for purposes that are consistent with the consent obtained from the individual to whom the EU Personal Information relates;
- Implement appropriate organizational and technical measures to protect EU Personal Information against loss, misuse, and unauthorized or unlawful access, disclosure, alteration and destruction; and
- Provide the same level of protection as is required by the Data Privacy Framework Principles or the applicable transfer mechanism as described in the Google Controller-Controller Data Protection Terms.

You must monitor your compliance with these conditions on a regular basis. If, at any time, you cannot meet these conditions (or if there is a significant risk that you will not be able to meet them), you must immediately notify us by email to data-protection-office@google.com and immediately either stop processing EU Personal Information or take reasonable and appropriate steps to restore an adequate level of protection.

Permissions and APIs that Access Sensitive Information

Requests for permission and APIs that access sensitive information should make sense to users. You may only request permissions and APIs that access sensitive information that are necessary to implement current features or services in your app that are promoted in your Google Play listing. You may not use permissions or APIs that access sensitive information that give access to user or device data for undisclosed, unimplemented, or disallowed features or purposes. Personal or sensitive data accessed through permissions or APIs that access sensitive information may never be sold nor shared for a purpose facilitating sale.

Request permissions and APIs that access sensitive information to access data in context (via incremental requests), so that users understand why your app is requesting the permission. Use the data only for purposes that the user has consented to. If you later wish to use the data for other purposes, you must ask users and make sure they affirmatively agree to the additional uses.

Restricted Permissions

In addition to the above, restricted permissions are permissions that are designated as Dangerous , Special , Signature , or as documented below. These permissions are subject to the following additional requirements and restrictions:

- User or device data accessed through Restricted Permissions is considered as personal and sensitive user data. The requirements of the User Data policy apply.
- Respect users' decisions if they decline a request for a Restricted Permission, and users may not be manipulated or forced into consenting to any non-critical permission. You must make a reasonable effort to accommodate users who do not grant access to sensitive permissions (for example, allowing a user to manually enter a phone number if they've restricted access to Call Logs).
- Use of permissions in violation of Google Play malware policies (including Elevated Privilege Abuse) is expressly prohibited.

Certain Restricted Permissions may be subject to additional requirements as detailed below. The objective of these restrictions is to safeguard user privacy. We may make limited exceptions to the requirements below in very rare cases where apps provide a highly compelling or critical feature and where there is no alternative method available to provide the feature. We evaluate proposed exceptions against the potential privacy or security impacts on users.

SMS and Call Log Permissions

SMS and Call Log Permissions are regarded as personal and sensitive user data subject to the Personal and Sensitive Information policy, and the following restrictions:

Restricted Permission	Requirement
Call Log permission group (for example, `READ_CALL_LOG`, `WRITE_CALL_LOG`, `PROCESS_OUTGOING_CALLS`)	It must be actively registered as the default Phone or Assistant handler on the device.
SMS permission group (for example, `READ_SMS`, `SEND_SMS`, `WRITE_SMS`, `RECEIVE_SMS`, `RECEIVE_WAP_PUSH`, `RECEIVE_MMS`)	It must be actively registered as the default SMS or Assistant handler on the device.

Apps lacking default SMS, Phone, or Assistant handler capability may not declare use of the above permissions in the manifest. This includes placeholder text in the manifest. Additionally, apps must be actively registered as the default SMS, Phone, or Assistant handler before prompting users to accept any of the above permissions and must immediately stop using the permission when they're no longer the default handler. The permitted uses and exceptions are available on this Help Center page .

Apps may only use the permission (and any data derived from the permission) to provide approved core app functionality Core functionality is defined as the main purpose of the app. This may include a set of core features, which must all be prominently documented and promoted in the app's description. Without the core feature(s), the app is "broken" or rendered unusable. The transfer, sharing, or licensed use of this data must only be for providing core features or services within the app, and its

use may not be extended for any other purpose (for example, improving other apps or services, advertising, or marketing purposes). You may not use alternative methods (including other permissions, APIs, or third-party sources) to derive data attributed to Call Log or SMS related permissions.

Location Permissions

Device location is regarded as personal and sensitive user data subject to the Personal and Sensitive Information policy and the Background Location policy, and the following requirements:

- Apps may not access data protected by location permissions (for example, `ACCESS_FINE_LOCATION`, `ACCESS_COARSE_LOCATION`, `ACCESS_BACKGROUND_LOCATION`) after it is no longer necessary to deliver current features or services in your app.
- You should never request location permissions from users for the sole purpose of advertising or analytics. Apps that extend permitted usage of this data for serving advertising must be in compliance with our Ads Policy .
- Apps should request the minimum scope necessary (for example, coarse instead of fine, and foreground instead of background) to provide the current feature or service requiring location and users should reasonably expect that the feature or service needs the level of location requested. For example, we may reject apps that request or access background location without compelling justification.
- Background location may only be used to provide features beneficial to the user and relevant to the core functionality of the app.

Apps are allowed to access location using foreground service (when the app only has foreground access for example, "while in use") permission if the use:

- has been initiated as a continuation of an in-app user-initiated action, and
- is terminated immediately after the intended use case of the user-initiated action is completed by the application.

Apps designed specifically for children must comply with the Designed for Families policy.

For more information on the policy requirements, please see this help article .

All Files Access Permission

Files and directory attributes on a user's device are regarded as personal and sensitive user data subject to the Personal and Sensitive Information policy and the following requirements:

- Apps should only request access to device storage which is critical for the app to function, and may not request access to device storage on behalf of any third-party for any purpose that is unrelated to critical user-facing app functionality.
- Android devices running R or later, will require the `MANAGE_EXTERNAL_STORAGE` permission in order to manage access in shared storage. All apps that target R and request broad access to shared storage ("All files access") must successfully pass an appropriate access review prior to publishing. Apps allowed to use this permission must clearly prompt users to enable "All files access" for their app under "Special app access" settings. For more information on the R requirements, please see this help article .

Package (App) Visibility Permission

The inventory of installed apps queried from a device are regarded as personal and sensitive user data subject to the Personal and Sensitive Information policy, and the following requirements:

Apps that have a core purpose to launch, search, or interoperate with other apps on the device, may obtain scope-appropriate visibility to other installed apps on the device as outlined below:

- **Broad app visibility:** Broad visibility is the capability of an app to have extensive (or "broad") visibility of the installed apps ("packages") on a device.
  - For apps targeting API level 30 or later , broad visibility to installed apps via the `QUERY_ALL_PACKAGES` permission is restricted to specific use cases where awareness of and/or interoperability with any and all apps on the device are required for the app to function.
    - You may not use `QUERY_ALL_PACKAGES` if your app can operate with a more targeted scoped package visibility declaration (for example, querying and interacting with specific packages instead of requesting broad visibility).
  - Use of alternative methods to approximate the broad visibility level associated with `QUERY_ALL_PACKAGES` permission are also restricted to user-facing core app functionality and interoperability with any apps discovered via this method.
  - Please see this Help Center article for allowable use cases for the `QUERY_ALL_PACKAGES` permission.
- **Limited app visibility**: Limited visibility is when an app minimizes access to data by querying for specific apps using more targeted (instead of "broad") methods(for example, querying for specific apps that satisfy your app's manifest declaration). You may use this method to query for apps in cases where your app has policy compliant interoperability, or management of these apps.
- Visibility to the inventory of installed apps on a device must be directly related to the core purpose or core functionality that users access within your app.

App inventory data queried from Play-distributed apps may never be sold nor shared for analytics or ads monetization purposes.

Accessibility API

The Accessibility API cannot be used to:

- Change user settings without their permission or prevent the ability for users to disable or uninstall any app or service unless authorized by a parent or guardian through a parental control app or by authorized administrators through enterprise management software;
- Work around Android built-in privacy controls and notifications; or
- Change or leverage the user interface in a way that is deceptive or otherwise violates Google Play Developer Policies.

The Accessibility API is not designed and cannot be requested for remote call audio recording.

The use of the Accessibility API must be documented in the Google Play listing.

Guidelines for IsAccessibilityTool

Apps with a core functionality intended to directly support people with disabilities are eligible to use the **IsAccessibilityTool** to appropriately publicly designate themselves as an accessibility app.

Apps not eligible for **IsAccessibilityTool** may not use the flag and must meet prominent disclosure and consent requirements as outlined in the User Data policy as the accessibility related functionality is not obvious to the user. Please refer to the AccessibilityService API help center article for more information.

Apps must use more narrowly scoped APIs and permissions in lieu of the Accessibility API when possible to achieve the desired functionality.

Request Install Packages Permission

The `REQUEST_INSTALL_PACKAGES` permission allows an application to request the installation of app packages. To use this permission, your app's core functionality must include:

- Sending or receiving app packages; and

- Enabling user-initiated installation of app packages.

Permitted functionalities include:

- Web browsing or search
- Communication services that support attachments
- File sharing, transfer, or management
- Enterprise device management
- Backup and restore
- Device Migration/Phone Transfer
- Companion app to sync phone to wearable or IoT device (for example, smart watch or smart TV)

Core functionality is defined as the main purpose of the app. The core functionality, as well as any core features that comprise this core functionality, must all be prominently documented and promoted in the app's description.

The `REQUEST_INSTALL_PACKAGES` permission may not be used to perform self updates, modifications, or the bundling of other APKs in the asset file unless for device management purposes. All updates or installing of packages must abide by Google Play's Device and Network Abuse policy and must be initiated and driven by the user.

Body Sensor Permissions

Access to data from sensors that measure physical parameters of the body (such as heart rate, SpO_2, and skin temperature) is considered personal and sensitive user data. Apps requesting access are subject to the requirements outlined in the User Data policy and the Health apps policy. This applies to requests for `android.permission.BODY_SENSORS` and `android.permission.BODY_SENSORS_BACKGROUND` permissions across all form factors including phones, tablets, and Wear OS devices.

Starting in Android 16, the broad `BODY_SENSORS` permission is being transitioned in favor of granular, more privacy preserving `android.permissions.health.*` permissions for specific data types (for example, `android.permission.health.READ_HEART_RATE`, `android.permission.health.READ_OXYGEN_SATURATION`, `android.permission.health.READ_SKIN_TEMPERATURE`).

Apps targeting Android 16 or higher must use these specific permissions for APIs previously requiring `BODY_SENSORS`. See the Behavior changes: Apps targeting Android 16 or higher page for full details.

All requests for body sensor permissions (both legacy and new granular permissions) will be reviewed so that the intended use of this personal and sensitive data aligns with approved use cases that directly benefit the user. Approved use cases primarily involve features for fitness and wellness tracking (for example, real-time workout monitoring), medical or condition monitoring, health research (with appropriate approvals), or enhancing wearable companion app features.

For comprehensive policy guidance, including prohibited uses, acceptable use cases, and detailed requirements, see the Android Health Permissions: Guidance & FAQs.

Health Connect by Android Permissions

Health Connect is an Android platform that allows health and fitness apps to store and share the same on-device data, within a unified ecosystem. It also offers a single place for users to control which apps can read and write health and fitness data, including health records. Health Records may include medical history, diagnoses, treatments, medications, lab results, and other clinical data, obtained from healthcare providers or institutions, or through supported third-party health platforms.

Health Connect supports reading and writing a variety of data types , from steps to body temperature, to health record data.

Data accessed through Health Connect Permissions is regarded as personal and sensitive user data subject to the User Data policy. If your app qualifies as a health app or has health-related features and accesses health data including Health Connect data, it must also comply with the Health apps policy.

Please see this Android developer guide on how to get started with Health Connect. To request access to Health Connect data types and other FAQs, see Android Health Permissions: Guidance & FAQs.

Apps distributed through Google Play must meet the following policy requirements in order to read and/or write data to Health Connect.

Appropriate Access to and Use of Health Connect

Health Connect may only be used in accordance with the applicable policies, terms and conditions, and for approved use cases as set forth in this policy. This means you may only request access to permissions when your application or service meets one of the approved use cases.

Approved use cases include: fitness and wellness, rewards, fitness coaching, corporate wellness, medical care, health research, and games. Applications granted access to these use cases may not extend its use to undisclosed or non-permitted purposes.

Only applications or services with one or more features designed to benefit users' health and fitness are permitted to request access to Health Connect Permissions. These include:

- Applications or services allowing users **to directly journal, report, monitor, and/or analyze** their physical activity, sleep, mental well-being, nutrition, health measurements, physical descriptions, health records, and/or other health or fitness-related descriptions and measurements.
- Applications or services allowing users **to store their physical activity, sleep, mental well-being, nutrition, health measurements, physical descriptions, health records,** and/or other health or fitness-related descriptions and measurements on their device, and share their data with other on-device apps that satisfy these use cases.
- Applications or services enabling users to manage chronic conditions, medical treatments, or care support.

Access to Health Connect may not be used in violation of this policy or other applicable Health Connect terms and conditions or policies, including for the following purposes:

- Do not use Health Connect in developing, or for incorporation into, applications, environments or activities where the use or failure of Health Connect could reasonably be expected to lead to death, personal injury, harm to individuals, or environmental or property damage (such as the creation or operation of nuclear facilities, air traffic control, life support systems, or weaponry).
- Do not access data obtained through Health Connect using headless apps. Apps must display a clearly identifiable icon in the app tray, device app settings, notification icons, etc.
- Do not use Health Connect with apps that sync data between incompatible devices or platforms.
- Do not use Health Connect to connect to applications, services, or features that solely target children.
- Take reasonable and appropriate steps to protect all applications or systems that make use of Health Connect against unauthorized or unlawful access, use, destruction, loss, alteration, or disclosure.

It is also your responsibility to ensure compliance with any regulatory or legal requirements that may apply based on your intended use of Health Connect and any data from Health Connect. For example, if you are a covered entity or business associate subject to the Health Insurance Portability and Accountability Act (HIPAA), you must comply with applicable requirements for your access and use of information from Health Connect. If you are a developer subject to the General Data Protection Regulation (GDPR) for EU users, you must similarly comply with your obligations under the GDPR. These laws and regulations may require you to execute additional agreements prior to sharing data (for example, a Business Associate Agreement or Data Processing Agreement) with the relevant

entities involved in your processing activities. It is also the responsibility of app developers to determine whether their activities require such agreements. Developers must provide evidence of such agreement or compliance to Google upon request.

Except as explicitly noted in the labeling or information provided by Google for specific Google products or services, Google does not endorse the use of or warrant the accuracy of any data contained in Health Connect for any use or purpose, and, in particular, for research, health, or medical uses. Google disclaims all liability associated with use of data obtained through Health Connect.

Limited Use

When using Health Connect, data access and use must adhere to specific limitations:

- Data use should be limited to providing or improving the appropriate use case or features visible in the application's user interface.
- User data may only be transferred to third parties with explicit user consent: for security purposes (for example, to investigate abuse), to comply with applicable laws or regulations, or as part of mergers/acquisitions.
- Human access to user data is restricted unless explicit user consent is obtained, for security purposes, to comply with laws, or when aggregated for internal operations as per legal requirements.
- **All other transfers, uses, or sale of Health Connect data is prohibited, including:**
  - Transferring or selling user data to third parties like advertising platforms, data brokers, or any information resellers.
  - Transferring, selling, or using user data for serving ads, including personalized or interest-based advertising.
  - Transferring, selling, or using user data to determine credit-worthiness or for lending purposes.
  - Transferring, selling, or using user data with any product or service that may qualify as a medical device, unless the medical device app complies with all applicable regulations, including obtaining necessary clearances or approvals from relevant regulatory bodies (for example, U.S. FDA) for its intended use of Health Connect data, and the user has provided explicit consent for such use.
  - Transferring, selling, or using user data for any purpose or in any manner involving Protected Health Information (as defined by HIPAA) unless user-initiated and in compliance with HIPAA regulations.

Minimum Scope

You must only request access to the permissions that are necessary to implementing your product's features or services. Such access requests should be specific and limited to the data which is needed.

Transparent and Accurate Notice and Control

Health Connect handles health and fitness data that includes personal and sensitive information. Developers must provide clear and accessible disclosures about their data practices through a comprehensive privacy policy. These disclosures must include:

- Accurate representation of the identity of the application or service requesting access to user data.
- Clear and accurate information explaining the types of data being accessed, requested, and/or collected. The data must be related to a user-facing feature or recommendation offered in your app.
- Explanation for how the data will be used and/or shared: if you request data for one reason, but the data will also be utilized for a secondary purpose, you must disclose all use cases to users.
- User help documentation explaining how users can manage and delete their data from the app, and what happens to the data when an account is deactivated and/or deleted.
- Information regarding handling all personal and sensitive user data securely, including transmitting it using modern cryptography (for example, over HTTPS).

For more information on requirements for apps connecting to Health Connect, please see this Help Center article.

VPN Service

The VpnService is a base class for applications to extend and build their own VPN solutions. Only apps that use the VpnService and have VPN as their core functionality can create a secure device-level tunnel to a remote server. Exceptions include apps that require a remote server for core functionality such as:

- Parental control and enterprise management apps
- App usage tracking
- Device security apps (for example, anti-virus, mobile device management, firewall)
- Network related tools (for example, remote access)
- Web browsing apps
- Carrier apps that require the use of VPN functionality to provide telephony or connectivity services

The VpnService cannot be used to:

- Collect personal and sensitive user data without prominent disclosure and consent.
- Redirect or manipulate user traffic from other apps on a device for monetization purposes (for example, redirecting ads traffic through a country different than that of the user).

Apps that use the VpnService must:

- Document use of the VpnService in the Google Play listing, and
- Must encrypt the data from the device to VPN tunnel end point, and
- Abide by all Developer Program Policies including the Ad Fraud, Permissions, and Malware policies.

Exact Alarm Permission

A new permission, `USE_EXACT_ALARM`, will be introduced that will grant access to exact alarm functionality in apps starting with Android 13 (API target level 33).

`USE_EXACT_ALARM` is a restricted permission and apps must only declare this permission if their core functionality supports the need for an exact alarm. Apps that request this restricted permission are subject to review, and those that do not meet the acceptable use case criteria will be disallowed from publishing on Google Play.

Acceptable use cases for using the Exact Alarm Permission

Your app must use the `USE_EXACT_ALARM` functionality only when your app's core, user facing functionality requires precisely-timed actions, such as:

- The app is an alarm or timer app.
- The app is a calendar app that shows event notifications.

If you have a use case for exact alarm functionality that's not covered above, you should evaluate if using `SCHEDULE_EXACT_ALARM` as an alternative is an option.

For more information on exact alarm functionality, please see this developer guidance .

Full-Screen Intent Permission

For apps targeting Android 14 (API target level 34) and above, `USE_FULL_SCREEN_INTENT` is a special apps access permission . Apps will only be automatically granted to use the `USE_FULL_SCREEN_INTENT` permission if the core functionality of their app falls under one of the below categories that require high priority notifications:

- setting an alarm
- receiving phone or video calls

Apps that request this permission are subject to review, and those that do not meet the above criteria will not be automatically granted this permission. In that case, apps must request permission from the user to use USE_FULL_SCREEN_INTENT.

As a reminder, any usage of the USE_FULL_SCREEN_INTENT permission must comply with all Google Play Developer Policies, including our Mobile Unwanted Software, Device and Network Abuse, and Ads policies. Full-screen intent notifications cannot interfere with, disrupt, damage, or access the user's device in an unauthorized manner. Additionally, apps should not interfere with other apps or the usability of the device.

Learn more about the USE_FULL_SCREEN_INTENT permission in our Help Center.

Age Signals API and User Data

This policy defines the conditions for your use of the Age Signals API , which provides access to personal and sensitive user age and parental consent data.

You may only use the data accessed via the Age Signals API for the sole purpose of complying with applicable legal and regulatory obligations such as providing age appropriate experiences within your app.

You are strictly prohibited from using this data for the following purposes, including but not limited to:

- Advertising, marketing, or personalization purposes, including the serving of targeted ads
- Data analytics, user profiling, or business intelligence
- Selling, sharing, or transferring the data to any third party for any reason, except as strictly required by law

Device and Network Abuse

We don't allow apps that interfere with, disrupt, damage, or access in an unauthorized manner the user's device, other devices or computers, servers, networks, application programming interfaces (APIs), or services, including but not limited to other apps on the device, any Google service, or an authorized carrier's network.

Apps on Google Play must comply with the default Android system optimization requirements documented in the Core App Quality guidelines for Google Play .

An app distributed via Google Play may not modify, replace, or update itself using any method other than Google Play's update mechanism. Likewise, an app may not download executable code (such as dex, JAR, .so files) from a source other than Google Play. This restriction does not apply to code that runs in a virtual machine or an interpreter where either provides indirect access to Android APIs (such as JavaScript in a webview or browser).

Apps or third-party code, like SDKs, with interpreted languages (JavaScript, Python, Lua, etc.) loaded at run time (for example, not packaged with the app) must not allow potential violations of Google Play policies.

We don't allow code that introduces or exploits security vulnerabilities. Check out the App Security Improvement Program to find out about the most recent security issues flagged to developers.

Here are some examples of common violations:

Examples of common Device and Network Abuse violations:

- Apps that block or interfere with another app displaying ads.
- Game cheating apps that affect the gameplay of other apps.

- Apps that facilitate or provide instructions on how to hack services, software or hardware, or circumvent security protections.
- Apps that access or use a service or API in a manner that violates its terms of service.
- Apps that are not eligible for allowlisting and attempt to bypass system power management .
- Apps that facilitate proxy services to third parties may only do so in apps where that is the primary, user-facing core purpose of the app.
- Apps or third party code (for example, SDKs) that download executable code, such as dex files or native code, from a source other than Google Play.
- Apps that install other apps on a device without the user's prior consent.
- Apps that link to or facilitate the distribution or installation of malicious software.
- Apps or third party code (for example, SDKs) containing a webview with added JavaScript Interface that loads untrusted web content (for example, http:// URL) or unverified URLs obtained from untrusted sources (for example, URLs obtained with untrusted Intents).
- Apps that use the full-screen intent permission to force user interaction with disruptive ads or notifications.
- Apps that circumvent Android sandbox protections in order to derive user activity or user identity from other apps.

Permissions for Foreground Services (FGS)

The Foreground Service permission ensures the appropriate use of user-facing foreground services. For apps targeting Android 14 and above, you must specify a valid foreground service type for each foreground service used in your app, and declare the foreground service permission that is appropriate for that type. For example, if your app's use case requires map geolocation, you must declare the FOREGROUND_SERVICE_LOCATION permission in your app's manifest.

Apps are only allowed to declare a foreground service permission if the use:

- provides a feature that is beneficial to the user and relevant to the core functionality of the app
- is initiated by the user or is user perceptible (for example, audio from playing a song, cast media to another device, accurate and clear user notification, user request to upload a photo to the cloud)
- can be terminated or stopped by the user
- can't be interrupted or deferred by the system without causing a negative user experience or causing the user anticipated feature to not work as intended (for example, a phone call needs to start immediately and can't be deferred by the system)
- runs only for as long as necessary to complete the task

The following foreground service use cases are exempt from the above criteria:

- foreground service types systemExempted or shortService ;
- foreground service type dataSync only when using Play Asset Delivery features

The use of foreground service is further explained here.

User-Initiated Data Transfer Jobs

Apps are only allowed to use the user-initiated data transfer jobs API if the use is:

- initiated by the user
- for network data transfer tasks
- runs only for as long as necessary to complete the data transfer

The usage of the user-initiated data transfer jobs API is further explained here.

Flag Secure Requirements

FLAG_SECURE is a display flag declared in an app's code to indicate that its UI contains sensitive data intended to be limited to a secure surface while using the app. This flag is designed to prevent the data from appearing in screenshots or from being viewed on non-secure displays. Developers declare this flag when the app's content should not be broadcast, viewed, or otherwise transmitted outside of the app or users' device.

For security and privacy purposes, all apps distributed on Google Play are required to respect the FLAG_SECURE declaration of other apps. Meaning, apps must not facilitate or create workarounds to bypass the FLAG_SECURE settings in other apps.

Apps that qualify as an Accessibility Tool are exempt from this requirement, as long as they do not transmit, save, or cache FLAG_SECURE protected content for access outside of the user's device.

Apps that Run On-device Android Containers

On-device Android container apps provide environments that simulate whole or portions of an underlying Android OS. The experience within these environments may not reflect the full suite of Android security features , which is why developers can choose to add a secure environment manifest flag to communicate to on-device Android containers that they must not operate in their simulated Android environment.

Secure Environment Manifest Flag

REQUIRE_SECURE_ENV is a flag that can be declared in an app's manifest to indicate that this app must not run in on-device Android container apps. For security and privacy purposes, apps that provide on-device Android containers must respect all apps that declare this flag and:

- Review the manifests of apps they intend to load in their on-device Android container for this flag.
- Not load the apps that declared this flag into their on-device Android container.
- Not function as a proxy by intercepting or calling APIs on the device so that they appear to be installed in the container.
- Not facilitate, or create workarounds to bypass the flag (such as, loading an older version of an app to bypass the current app's REQUIRE_SECURE_ENV flag).

Learn more about this policy in our Help Center.

Deceptive Behavior

We don't allow apps that attempt to deceive users or enable dishonest behavior including but not limited to apps which are determined to be functionally impossible. Apps must provide an accurate disclosure, description and images/video of their functionality in all parts of the metadata. Apps must not attempt to mimic functionality or warnings from the operating system or other apps. Any changes to device settings must be made with the user's knowledge and consent and be reversible by the user.

Misleading Claims

We don't allow apps that contain false or misleading information or claims, including in the description, title, icon, and screenshots.

Here are some examples of common violations:

- Apps that misrepresent or do not accurately and clearly describe their functionality:
  - An app that claims to be a racing game in its description and screenshots, but is actually a puzzle block game using a picture of a car.

- An app that claims to be an antivirus app, but only contains a text guide explaining how to remove viruses.
- Apps that claim functionalities that are not possible to implement, such as insect repellent apps, even if it is represented as a prank, fake, joke, etc.
- Apps that are improperly categorized, including but not limited to the app rating or app category.
- Demonstrably deceptive or false content that may interfere with voting processes, or about the outcome of elections.
- Apps that falsely claim affiliation with a government entity or to provide or facilitate government services for which they are not properly authorized.
- Apps that falsely claim to be the official app of an established entity. Titles like "Justin Bieber Official" are not allowed without the necessary permissions or rights.



(1) Apps that claim functionalities that are not possible to implement (using your phone) as a breathalyzer.

Deceptive Device Settings Changes

We don't allow apps that make changes to the user's device settings or features outside of the app without the user's knowledge and consent. Device settings and features include system and browser settings, bookmarks, shortcuts, icons, widgets, and the presentation of apps on the homescreen.

Additionally, we do not allow:

- Apps that modify device settings or features with the user's consent but do so in a way that is not easily reversible.
- Apps or ads that modify device settings or features as a service to third parties or for advertising purposes.
- Apps that mislead users into removing or disabling third-party apps or modifying device settings or features.
- Apps that encourage or incentivize users into removing or disabling third-party apps or modifying device settings or features unless it is part of a verifiable security service.

Enabling Dishonest Behavior

We don't allow apps that help users to mislead others or are functionally deceptive in any way, including, but not limited to: apps that generate or facilitate the generation of ID cards, social security numbers, passports, diplomas, credit cards, bank accounts, and driver's licenses. Apps must provide accurate disclosures, titles, descriptions, and images/video regarding the app's functionality and/or content and should perform as reasonably and accurately expected by the user.

Additional app resources (for example, game assets) may only be downloaded if they are necessary for the users' use of the app. Downloaded resources must be compliant with all Google Play policies, and before beginning the download, the app should prompt users and clearly disclose the download size.

Any claim that an app is a "prank", "for entertainment purposes" (or other synonym) does not exempt an app from application of our policies.

Here are some examples of common violations:

- Apps that mimic other apps or websites to trick users into disclosing personal or authentication information.
- Apps that depict or display unverified or real world phone numbers, contacts, addresses, or personally identifiable information of non-consenting individuals or entities.

- Apps with different core functionality based on a user's geography, device parameters, or other user-dependent data where those differences are not prominently advertised to the user in the store listing.
- Apps that change significantly between versions without alerting the user (for example, 'what's new' section) and updating the store listing.
- Apps that attempt to modify or obfuscate behavior during review.
- Apps with content delivery network (CDN) facilitated downloads that fail to prompt the user and disclose the download size prior to downloading.

Manipulated Media

We don't allow apps that promote or help create false or misleading information or claims conveyed through imagery, audio, videos and/or text. We disallow apps determined to promote or perpetuate demonstrably misleading or deceptive imagery, videos and/or text, which may cause harm pertaining to a sensitive event, politics, social issues, or other matters of public concern.

Exceptions may be provided for public interest, clearly artificial images, manipulated media with user-facing disclaimers or watermarks, or obvious satire or parody.

Manipulated media must comply with existing Google Play developer policies, including prohibiting disallowed content under the restricted content policies.

Here are some examples of common violations:

- Apps using public figures or media from a sensitive event to advertise media altering capability within an app's store listing.
- Apps that alter media clips to mimic a news broadcast by including names or logos of real news outlets without clear disclaimers or watermarks.
- Apps with the sole purpose of creating misleading media.



(1) This app provides functionality to alter media clips to mimic a news broadcast, and add famous or public figures to the clip without a watermark.

Behavior Transparency

Your app's functionality should be reasonably clear to users; don't include any hidden, dormant, or undocumented features within your app. Techniques to evade app reviews are not allowed. Apps may be required to provide additional details to ensure user safety, system integrity, and policy compliance.

Misrepresentation

We do not allow apps or developer accounts that:

- impersonate any person or organization, or that misrepresent or conceal their ownership or primary purpose.
- that engage in coordinated activity to mislead users. This includes, but isn't limited to, apps or developer accounts that misrepresent or conceal their country of origin and that direct content at users in another country.
- coordinate with other apps, sites, developers, or other accounts to conceal or misrepresent developer or app identity or other material details, where app content relates to politics, social issues or matters of public concern.

Google Play's Target API Level Policy

To provide users with a safe and secure experience, Google Play requires the following target API levels for **all apps**:

New apps and app updates MUST target an Android API level within one year of the latest major Android version release. New apps and app updates that fail to meet this requirement will be prevented from app submission in Play Console.

Existing Google Play apps that are not updated and that do not target an API level within two years of the latest major Android version release, will not be available to new users with devices running newer versions of Android OS. Users who have previously installed the app from Google Play will continue to be able to discover, re-install, and use the app on any Android OS version that the app supports.

For technical advice on how to meet the target API level requirement, please consult the migration guide .

For exact timelines and exceptions, please refer to this Help Center article .

User Data Policy

You must be transparent in how you handle user data (for example, information collected from or about a user, including device information). That means disclosing the access, collection, use, handling, and sharing of user data from your app, and limiting the use of the data to the policy compliant purposes disclosed.

If you include third party code (for example, an SDK) in your app, you must ensure that the third party code used in your app, and that third party's practices with respect to user data from your app, are compliant with Google Play Developer Program policies, which include use and disclosure requirements. For example, you must ensure that your SDK providers do not sell personal and sensitive user data from your app. This requirement applies regardless of whether user data is transferred after being sent to a server, or by embedding third-party code in your app.

Personal and Sensitive User Data

- Limit the access, collection, use, and sharing of personal and sensitive user data acquired through the app to app and service functionality and policy conforming purposes reasonably expected by the user:

- Apps that extend usage of personal and sensitive user data for serving advertising must comply with Google Play's Ads policy.
- Handle all personal and sensitive user data securely, including transmitting it using modern cryptography (for example, over HTTPS).
- Use a runtime permissions request whenever available, prior to accessing data gated by Android permissions

Sale of Personal and Sensitive User Data

Do not sell personal and sensitive user data.

- "Sale" means the exchange or transfer of personal and sensitive user data to a third party for monetary consideration.
  - User-initiated transfer of personal and sensitive user data (for example, when the user is using a feature of the app to transfer a file to a third party, or when the user chooses to use a dedicated purpose research study app), is not regarded as sale.

Prominent Disclosure & Consent Requirements

In cases where your app's access, collection, use, or sharing of personal and sensitive user data may not be within the reasonable expectation of the user of the product or feature in question, you must meet the prominent disclosure and consent requirements of the User Data policy.

If your app integrates third party code (for example, an SDK) that is designed to collect personal and sensitive user data by default, you must, within 2 weeks of receipt of a request from Google Play (or, if Google Play's request provides for a longer time period, within that time period), provide sufficient evidence demonstrating that your app meets the Prominent Disclosure and Consent requirements of this policy, including with regard to the data access, collection, use, or sharing via the third party code.

Remember to ensure your use of third party code (for example, an SDK) does not cause your app to violate the User Data policy.

Refer to this Help Center article for more information on the Prominent Disclosure and Consent requirement.

Examples of SDK-caused violations

- An app with an SDK that collects personal and sensitive user data and doesn't treat this data as subject to this User Data policy, access, data handling (including disallowed sale), and prominent disclosure and consent requirements.
- An app integrates an SDK that collects personal and sensitive user data by default in violation of this policy's requirements regarding user consent and prominent disclosure.
- An app with an SDK that claims to collect personal and sensitive user data only to provide anti-fraud and anti-abuse functionality for the app, but the SDK also shares the data it collects with third parties for advertising or analytics.
- An app includes an SDK that transmits users' installed packages information without meeting the prominent disclosure guidelines and/or privacy policy guidelines.
  - Also refer to the Mobile Unwanted Software policy.

Additional Requirements for Personal and Sensitive Data Access

The table below describes requirements for specific activities.

Activity	Requirement
Your app collects or links persistent device identifiers (for example, IMEI, IMSI, SIM Serial #, etc.)	Persistent device identifiers may not be linked to other personal and sensitive user data or resettable device identifiers except for the purposes of: • Telephony linked to a SIM identity (for example, wifi calling linked to a carrier account), and • Enterprise device management apps using device owner mode. These uses must be prominently disclosed to users as specified in the User Data policy. Please consult this resource for alternative unique identifiers.

	Please read the Ads policy for additional guidelines for Android Advertising ID.
Your app targets children	Your app may only include SDKs that have self-certified for use in child-directed services. See Families Self-Certified Ads SDK Program for full policy language and requirements.

Examples of SDK-caused violations

- An app using an SDK which links IMEI and Location
- An app with an SDK which connects Android Advertising ID (AAID) to persistent device identifiers for any advertising purpose or analytics purpose.
  An app using an SDK that connects AAID and email address for analytics purposes.

Data safety section

All developers must complete a clear and accurate Data safety section for every app detailing collection, use, and sharing of user data. This includes data collected and handled through any third-party libraries or SDKs used in their apps. The developer is responsible for the accuracy of the label and keeping this information up-to-date. Where relevant, the section must be consistent with the disclosures made in the app's privacy policy.

Please refer to this Help Center article for additional information on completing the Data safety section.

See the full User Data policy.

Permissions and APIs that Access Sensitive Information Policy

Requests for permission and APIs that access sensitive information should make sense to users. You may only request permissions and APIs that access sensitive information that are necessary to implement current features or services in your app that are promoted in your Google Play listing. You may not use permissions or APIs that access sensitive information that give access to user or device data for undisclosed, unimplemented, or disallowed features or purposes. Personal or sensitive data accessed through permissions or APIs that access sensitive information may never be sold nor shared for a purpose facilitating sale.

See the full Permissions and APIs that Access Sensitive Information policy.

Examples of SDK-caused violations

- Your app includes an SDK which requests location in the background for an unallowed or undisclosed purpose.
- Your app includes an SDK which transmits IMEI derived from the read_phone_state Android permission without user consent.

Malware Policy

Our Malware policy is simple, the Android ecosystem including the Google Play store, and user devices should be free from malicious behaviors (for example, malware). Through this fundamental principle we strive to provide a safe Android ecosystem for our users and their Android devices.

Malware is any code that could put a user, a user's data, or a device at risk. Malware includes, but is not limited to, Potentially Harmful Applications (PHAs), binaries, or framework modifications, consisting of categories such as trojans, phishing, and spyware apps, and we are continuously updating and adding new categories.

The requirements of this policy also apply to any third party code (for example, an SDK) that you include in your app.

See the full malware policy.

Examples of SDK-caused violations

- An app that includes SDK libraries from providers that distribute malicious software.
- An app that violates the Android permissions model, or steals credentials (such as OAuth tokens) from other apps.
- Apps that abuse features to prevent them from being uninstalled or stopped.
- An app that disables SELinux.
- An app includes an SDK that violates the Android permissions model by gaining elevated privileges through the access of device data for an undisclosed purpose.
- An app includes an SDK with code that tricks users into subscribing to or purchasing content via their mobile phone bill.

Use of SDKs In Apps

If you include an SDK in your app, you are responsible for ensuring that their third-party code and practices do not cause your app to violate Google Play Developer Program Policies. It is important to be aware of how the SDKs in your app handle user data and to ensure you know what permissions they use, what data they collect, and why.

SDK Requirements

App developers often rely on third-party code (for example, an SDK) to integrate key functionality and services for their apps. When including an SDK in your app, you want to make sure that you can keep your users safe and your app secure from any vulnerabilities. In this section, we demonstrate how some of our existing privacy and security requirements apply in the SDK context and are designed to help developers safely and securely integrate SDKs into their apps.

If you include an SDK in your app, you are responsible for ensuring that their third-party code and practices do not cause your app to violate Google Play Developer Program Policies. It is important to be aware of how the SDKs in your app handle user data and to ensure you know what permissions they use, what data they collect, and why. Remember, an SDK's collection and handling of user data must align with your app's policy compliant use of said data.

To help ensure your use of an SDK does not violate policy requirements, read and understand the following policies in their entirety and note some of their existing requirements pertaining to SDKs below:

Privilege escalation apps that root devices without user permission are classified as rooting apps.

Spyware

Spyware is a malicious application, code, or behavior that collects, exfiltrates, or shares user or device data that is not related to policy compliant functionality.

Malicious code or behavior that can be considered as spying on the user or exfiltrates data without adequate notice or consent is also regarded as spyware.

See the full Spyware policy.

For example, SDK-caused spyware violations include, but are not limited to:

- An app that uses an SDK which transmits data from audio or call recordings when it is not related to policy compliant app functionality.
- An app with malicious third party code (for example, an SDK) that transmits data off device in a manner that is unexpected to the user and/or without adequate user notice or consent.

Mobile Unwanted Software Policy

Transparent behavior and clear disclosures

All code should deliver on promises made to the user. Apps should provide all communicated functionality. Apps should not confuse users.

Example violations:

- Ad fraud
- Social Engineering

Protect user data

Be clear and transparent about the access, use, collection, and sharing of personal and sensitive user data. Uses of user data in must adhere to all relevant User Data Policies, where applicable, and take all precautions to protect the data.

Example violations:

- Data Collection (cf Spyware)
- Restricted Permissions abuse

See the full Mobile Unwanted Software policy

Device and Network Abuse Policy

We don't allow apps that interfere with, disrupt, damage, or access in an unauthorized manner the user's device, other devices or computers, servers, networks, application programming interfaces (APIs), or services, including but not limited to other apps on the device, any Google service, or an authorized carrier's network.

Apps or third-party code (for example, SDKs) with interpreted languages (JavaScript, Python, Lua, etc.) loaded at run time (for example, not packaged with the app) must not allow potential violations of Google Play policies.

We don't allow code that introduces or exploits security vulnerabilities. Check out the App Security Improvement Program to find out about the most recent security issues flagged to developers.

See the full Device and Network Abuse policy.

Examples of SDK-caused violations

- Apps that facilitate proxy services to third parties may only do so in apps where that is the primary, user-facing core purpose of the app.
- Your app includes an SDK that downloads executable code, such as dex files or native code, from a source other than Google Play.
- Your app includes an SDK containing a webview with added JavaScript Interface that loads untrusted web content (for example, http:// URL) or unverified URLs obtained from untrusted sources (for example, URLs obtained with untrusted Intents).
- Your app includes an SDK that contains code used for updating its own APK
- Your app includes an SDK that exposes users to a security vulnerability by downloading files over an insecure connection.
- Your app is using an SDK which contains code to download or install applications from unknown sources outside of Google Play.
- Your app includes an SDK that uses foreground services without an appropriate use case.
- Your app includes an SDK that uses foreground services for a policy compliant reason, but it is not declared in your app's manifest.

Deceptive Behavior Policy

We don't allow apps that attempt to deceive users or enable dishonest behavior including but not limited to apps which are determined to be functionally impossible. Apps must provide an accurate disclosure, description and images/video of their functionality in all parts of the metadata. Apps must not attempt to mimic functionality or warnings from the operating system or other apps. Any changes to device settings must be made with the user's knowledge and consent and be reversible by the user.

See the full Deceptive Behavior policy.

Behavior Transparency

Your app's functionality should be reasonably clear to users; don't include any hidden, dormant, or undocumented features within your app. Techniques to evade app reviews are not allowed. Apps may be required to provide additional details to ensure user safety, system integrity, and policy compliance.

Example of an SDK-caused violation

- Your app includes an SDK that uses techniques to evade app reviews.

What Google Play Developer Policies are commonly associated with SDK-caused violations?

To help you ensure that any third-party code your app is using complies with Google Play Developer Program Policies, please refer to the following policies in their entirety:

- User Data policy
- Permissions and APIs that Access Sensitive Information
- Device & Network Abuse policy
- Malware
- Mobile Unwanted Software
- Families Self-Certified Ads SDK Program
- Ads policy
- Deceptive Behavior
- Google Play Developer Program Policies

While these policies are more commonly at issue, it is important to remember that bad SDK code could cause your app to violate a different policy not referenced above. Remember to review and stay up to date with all policies in their entirety as it is your responsibility as an app developer to ensure that your SDKs handle your app data in a policy compliant manner.

To learn more, please visit our Help Center.

Malware

Our Malware policy is simple, the Android ecosystem including the Google Play store, and user devices should be free from malicious behaviors (for example, malware). Through this fundamental principle we strive to provide a safe Android ecosystem for our users and their Android devices.

Malware is any code that could put a user, a user's data, or a device at risk. Malware includes, but is not limited to, Potentially Harmful Applications (PHAs), binaries, or framework modifications, consisting of categories such as trojans, phishing, and spyware apps, and we are continuously updating and adding new categories.

The requirements of this policy also apply to any third party code (for example, an SDK) that you include in your app.

Though varied in type and capabilities, malware usually has one of the following objectives:

- Compromise the integrity of the user's device.
- Gain control over a user's device.
- Enable remote-controlled operations for an attacker to access, use, or otherwise exploit an infected device.
- Transmit personal data or credentials off the device without adequate disclosure and consent.
- Disseminate spam or commands from the infected device to affect other devices or networks.
- Defraud the user.

An app, binary, or framework modification can be potentially harmful, and therefore can generate malicious behavior, even if wasn't intended to be harmful. This is because apps, binaries, or framework modifications can function differently depending on a variety of variables. Therefore, what is harmful to one Android device might not pose a risk at all to another Android device. For example, a device running the latest version of Android is not affected by harmful apps which use deprecated APIs to perform malicious behavior but a device that is still running a very early version of Android might be at risk. Apps, binaries, or framework modifications are flagged as malware or PHA if they clearly pose a risk to some or all Android devices and users.

The malware categories, below, reflect our foundational belief that users should understand how their device is being leveraged and promote a secure ecosystem that enables robust innovation and a trusted user experience.

Visit Google Play Protect for more information.

Backdoors

Code that allows the execution of unwanted, potentially harmful, remote-controlled operations on a device.

These operations may include behavior that would place the app, binary, or framework modification into one of the other malware categories if executed automatically. In general, backdoor is a description of how a potentially harmful operation can occur on a device and is therefore not completely aligned with categories like billing fraud or commercial spyware. As a result, a subset of backdoors, under some circumstances, are treated by Google Play Protect as a vulnerability.

Billing Fraud

Code that automatically charges the user in an intentionally deceptive way.

Mobile billing fraud is divided into SMS fraud, Call fraud, and Toll fraud.

SMS Fraud
Code that charges users to send premium SMS without consent, or tries to disguise its SMS activities by hiding disclosure agreements or SMS messages from the mobile operator notifying the user of charges or confirming subscriptions.

Some code, even though they technically disclose SMS sending behavior, introduce additional behavior that accommodates SMS fraud. Examples include hiding parts of a disclosure agreement from the user, making them unreadable, and conditionally suppressing SMS messages from the mobile operator informing the user of charges or confirming a subscription.

Call Fraud
Code that charges users by making calls to premium numbers without user consent.

Toll Fraud
Code that tricks users into subscribing to or purchasing content via their mobile phone bill.

Toll Fraud includes any type of billing except premium SMS and premium calls. Examples of this include direct carrier billing, wireless application protocol (WAP), and mobile airtime transfer. WAP fraud is one of the most prevalent types of Toll fraud. WAP fraud can include tricking users to click a button on a silently loaded, transparent WebView. Upon performing the action, a recurring subscription is initiated, and the confirmation SMS or email is often hijacked to prevent users from noticing the financial transaction.

Stalkerware

Code that collects personal or sensitive user data from a device and transmits the data to a third party (enterprise or another individual) for monitoring purposes.

Apps must provide adequate prominent disclosure and obtain consent as required by the User Data policy .

Guidelines for Monitoring Applications

Apps exclusively designed and marketed for monitoring another individual, for example parents to monitor their children or enterprise management for the monitoring of individual employees, provided they fully comply with the requirements described below are the only acceptable monitoring apps. These apps cannot be used to track anyone else (a spouse, for example) even with their knowledge and permission, regardless if persistent notification is displayed. These apps must use the IsMonitoringTool metadata flag in their manifest file to appropriately designate themselves as monitoring apps.

Monitoring apps must comply with these requirements:

- Apps must not present themselves as a spying or secret surveillance solution.
- Apps must not hide or cloak tracking behavior or attempt to mislead users about such functionality.
- Apps must present users with a persistent notification at all times when the app is running and a unique icon that clearly identifies the app.
- Apps must disclose monitoring or tracking functionality in the Google Play store description.
- Apps and app listings on Google Play must not provide any means to activate or access functionality that violate these terms, such as linking to a non-compliant APK hosted outside Google Play.
- Apps must comply with any applicable laws. You are solely responsible for determining the legality of your app in its targeted locale.

Please reference the Use of the isMonitoringTool Flag Help Center article for more information.

Denial of Service (DoS)

Code that, without the knowledge of the user, executes a denial-of-service (DoS) attack or is a part of a distributed DoS attack against other systems and resources.

For example, this can happen by sending a high volume of HTTP requests to produce excessive load on remote servers.

Hostile Downloaders

Code that isn't in itself potentially harmful, but downloads other PHAs.

Code may be a hostile downloader if:

- There is reason to believe it was created to spread PHAs and it has downloaded PHAs or contains code that could download and install apps; or
- At least 5% of apps downloaded by it are PHAs with a minimum threshold of 500 observed app downloads (25 observed PHA downloads).

Major browsers and file-sharing apps aren't considered hostile downloaders as long as:

- They don't drive downloads without user interaction; and
- All PHA downloads are initiated by consenting users.

Non-Android Threat

Code that contains non-Android threats.

These apps can't cause harm to the Android user or device, but contain components that are potentially harmful to other platforms.

Phishing

Code that pretends to come from a trustworthy source, requests a user's authentication credentials or billing information, and sends the data to a third-party. This category also applies to code that intercept the transmission of user credentials in transit.

Common targets of phishing include banking credentials, credit card numbers, and online account credentials for social networks and games.

Elevated Privilege Abuse

Code that compromises the integrity of the system by breaking the app sandbox, gaining elevated privileges, or changing or disabling access to core security-related functions.

Examples include:

- An app that violates the Android permissions model, or steals credentials (such as OAuth tokens) from other apps.
- Apps that abuse features to prevent them from being uninstalled or stopped.
- An app that disables SELinux.

Privilege escalation apps that root devices without user permission are classified as rooting apps.

Ransomware

Code that takes partial or extensive control of a device or data on a device and demands that the user make a payment or perform an action to release control.

Some ransomware encrypts data on the device and demands payment to decrypt the data and/or leverage the device admin features so that it can't be removed by a typical user. Examples include:

- Locking a user out of their device and demanding money to restore user control.
- Encrypting data on the device and demanding payment, ostensibly to decrypt the data.
- Leveraging device policy manager features and blocking removal by the user.

Code distributed with the device whose primary purpose is for subsidized device management may be excluded from the ransomware category provided they successfully meet requirements for secure lock and management, and adequate user disclosure and consent requirements.

Rooting

Code that roots the device.

There's a difference between non-malicious and malicious rooting code. For example, non-malicious rooting apps let the user know in advance that they're going to root the device and they don't execute other potentially harmful actions that apply to other PHA categories.

Malicious rooting apps don't inform the user that they're going to root the device, or they inform the user about the rooting in advance but also execute other actions that apply to other PHA categories.

Spam

Code that sends unsolicited messages to the user's contacts or uses the device as an email spam relay.

Spyware

Spyware is a malicious application, code, or behavior that collects, exfiltrates, or shares user or device data that is not related to policy compliant functionality.

Malicious code or behavior that can be considered as spying on the user or exfiltrates data without adequate notice or consent is also regarded as spyware.

For example, spyware violations include, but are not limited to:

- Recording audio or recording calls made to the phone
- Stealing app data

- An app with malicious third party code (for example, an SDK) that transmits data off device in a manner that is unexpected to the user and/or without adequate user notice or consent.

All apps must also comply with all Google Play Developer Program Policies, including user and device data policies such as Mobile Unwanted Software, User Data, Permissions and APIs that Access Sensitive Information, and SDK Requirements.

Trojan

Code that appears to be benign, such as a game that claims only to be a game, but that performs undesirable actions against the user.

This classification is usually used in combination with other PHA categories. A trojan has an innocuous component and a hidden harmful component. For example, a game that sends premium SMS messages from the user's device in the background and without the user's knowledge.

A Note on Uncommon Apps

New and rare apps can be classified as uncommon if Google Play Protect doesn't have enough information to clear them as safe. This doesn't mean the app is necessarily harmful, but without further review it can't be cleared as safe either.

A Note on the Backdoor Category

The backdoor malware category classification relies on how the code acts. A necessary condition for any code to be classified as a backdoor is that it enables behavior that would place the code into one of the other malware categories if executed automatically. For example, if an app allows dynamic code loading and the dynamically loaded code is extracting text messages, it will be classified as a backdoor malware.

However, if an app allows arbitrary code execution and we don't have any reason to believe that this code execution was added to perform a malicious behaviour then the app will be treated as having a vulnerability, rather than being backdoor malware, and the developer will be asked to patch it.

Riskware

An application that utilizes a variety of evasion techniques in order to serve the user different, or fake, application functionality. These apps mask themselves as legitimate applications or games to appear innocuous to app stores and users and use techniques such as obfuscation, dynamic code loading, or cloaking to reveal potentially harmful content.

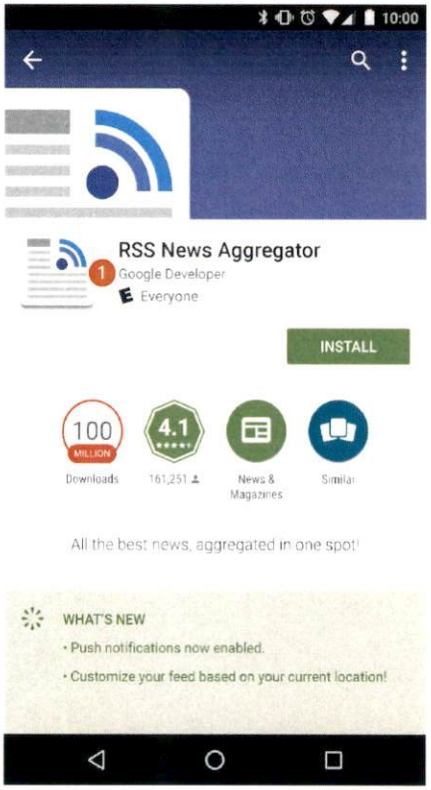
Riskware is similar to other PHA categories, specifically Trojan, with the main difference being the techniques used to obfuscate the malicious activity.

Impersonation

We don't allow apps that mislead users by impersonating someone else (for example, another developer, company, entity) or another app. Don't imply that your app is related to or authorized by someone that it isn't. Be careful not to use app icons, descriptions, titles, or in-app elements that could mislead users about your app's relationship to someone else or another app.

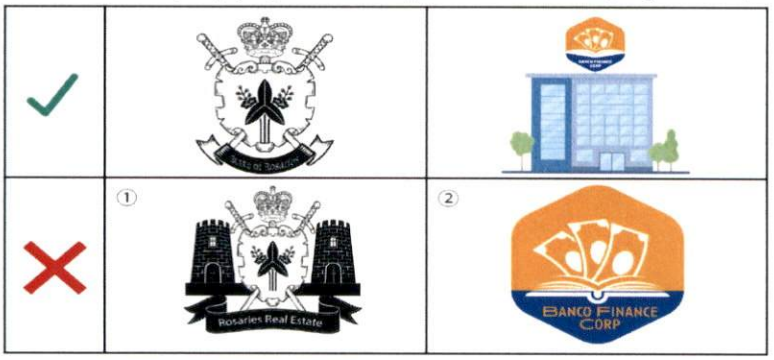
Here are some examples of common violations:

- Developers that falsely imply a relationship to another company / developer / entity / organization.



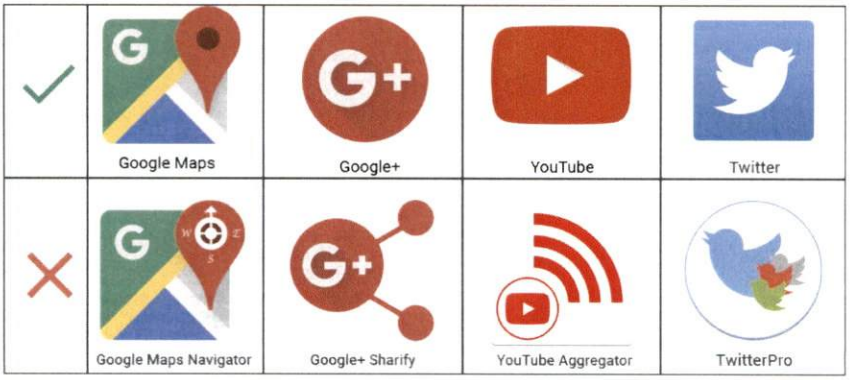
① The developer name listed for this app suggests an official relationship with Google, even though such a relationship doesn't exist.

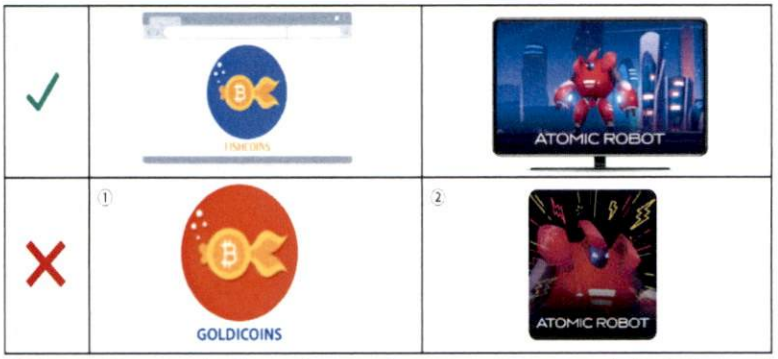
- Apps whose icons and titles are falsely implying a relationship with another company / developer / entity / organization.



①The app is using a national emblem and misleading users into believing it is affiliated with government.
②The app is copying the logo of a business entity to falsely suggest it is an official app of the business.

- App titles and icons that are so similar to those of existing products or services that users may be misled.





①The app is using the logo of a popular cryptocurrency website in its app icon to suggest it is the official website.
②The app is copying the character and title of a famous TV show in its app icon and misleading users to think that it is affiliated with a TV show.

- Apps that falsely claim to be the official app of an established entity. Titles like "Justin Bieber Official" are not allowed without the necessary permissions or rights.
- Apps that violate the Android Brand Guidelines .

For frequently asked questions about the Impersonation policy, see this Help Center article.

Mobile Unwanted Software

At Google, we believe that if we focus on the user, all else will follow. In our Software Principles and the Unwanted Software policy , we provide general recommendations for software that delivers a great user experience. This policy builds on the Google Unwanted Software policy by outlining principles for the Android ecosystem and the Google Play store. Software that violates these principles is potentially harmful to the user experience, and we will take steps to protect users from it.

As mentioned in the Unwanted Software policy , we've found that most unwanted software displays one or more of the same basic characteristics:

- It is deceptive, promising a value proposition that it does not meet.
- It tries to trick users into installing it or it piggybacks on the installation of another program.
- It doesn't tell the user about all of its principal and significant functions.
- It affects the user's system in unexpected ways.
- It collects or transmits private information without users' knowledge.
- It collects or transmits private information without a secure handling (for example, transmission over HTTPS)
- It is bundled with other software and its presence is not disclosed.

On mobile devices, software is code in the form of an app, binary, framework modification, etc. In order to prevent software that is harmful to the software ecosystem or disruptive to the user experience we will take action on code that violates these principles.

Below, we build on the Unwanted Software policy to extend its applicability to mobile software. As with that policy, we will continue to refine this Mobile Unwanted Software policy to address new types of abuse.

Transparent behavior and clear disclosures

All code should deliver on promises made to the user. Apps should provide all communicated functionality. Apps should not confuse users.

- Apps should be clear about the functionality and objectives.
- Explicitly and clearly explain to the user what system changes will be made by the app. Allow users to review and approve all significant installation options and changes.

- Software should not misrepresent the state of the user's device to the user, for example by claiming the system is in a critical security state or infected with viruses.
- Don't utilize invalid activity designed to increase ad traffic and/or conversions.
- We don't allow apps that mislead users by impersonating someone else (for example, another developer, company, entity) or another app. Don't imply that your app is related to or authorized by someone that it isn't.

Example violations:

- Ad fraud
- Social Engineering

Protect user data and privacy

Be clear and transparent about the access, use, collection, and sharing of personal and sensitive user data. Uses of user data must adhere to all relevant User Data policies, where applicable, and take all precautions to protect the data.

All apps must comply with all Google Play Developer Program Policies, including user and device data policies such as User Data, Permissions and APIs that Access Sensitive Information, Spyware, and SDK Requirements.

- Do not request or deceive users into turning off device security protections such as Google Play Protect. For example, you must not offer additional app features or rewards to users in exchange for turning off Google Play Protect.

Do not harm the mobile experience

The user experience should be straightforward, easy-to-understand, and based on clear choices made by the user. It should present a clear value proposition to the user and not disrupt the advertised or desired user experience.

- Don't show ads that are displayed to users in unexpected ways including impairing or interfering with the usability of device functions, or displaying outside the triggering app's environment without being easily dismissable and adequate consent and attribution.
- Apps should not interfere with other apps or the usability of the device
- Uninstall, where applicable, should be clear.
- Mobile software should not mimic prompts from the device OS or other apps. Do not suppress alerts to the user from other apps or from the operating system, notably those which inform the user of changes to their OS.

Example violations:

- Disruptive ads
- Unauthorized Use or Imitation of System Functionality

Hostile Downloaders

Code that isn't in itself unwanted software, but downloads other mobile unwanted software (MUwS).

Code may be a hostile downloader if:

- There is reason to believe it was created to spread MUwS and it has downloaded MUwS or contains code that could download and install apps; or
- At least 5% of apps downloaded by it are MUwS with a minimum threshold of 500 observed app downloads (25 observed MUwS downloads).

Major browsers and file-sharing apps aren't considered hostile downloaders as long as:

- They don't drive downloads without user interaction; and

- All software downloads are initiated by consenting users.

Ad Fraud

Ad fraud is strictly prohibited. Ad interactions generated for the purpose of tricking an ad network into believing traffic is from authentic user interest is ad fraud, which is a form of invalid traffic. Ad fraud may be the byproduct of developers implementing ads in disallowed ways, such as showing hidden ads, automatically clicking ads, altering or modifying information and otherwise leveraging non-human actions (spiders, bots, etc.) or human activity designed to produce invalid ad traffic. Invalid traffic and ad fraud is harmful to advertisers, developers, and users, and leads to long-term loss of trust in the mobile Ads ecosystem.

Here are some examples of common violations:

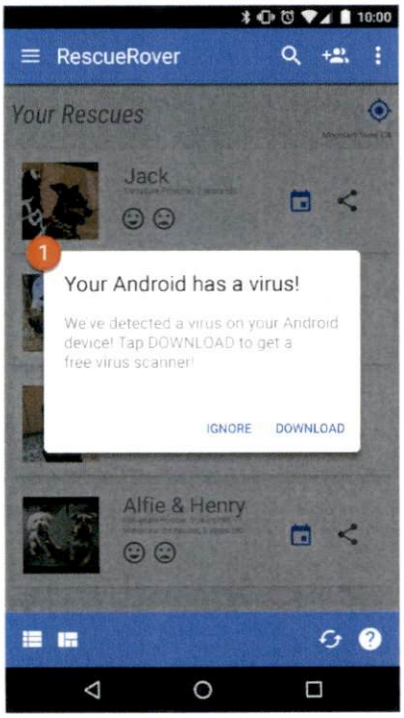
- An app that renders ads that are not visible to the user.
- An app that automatically generates clicks on ads without the user's intention or that produces equivalent network traffic to fraudulently give click credits.
- An app sending fake installation attribution clicks to get paid for installations that did not originate from the sender's network.
- An app that pops up ads when the user is not within the app interface.
- False representations of the ad inventory by an app, for example, an app that communicates to ad networks that it is running on an iOS device when it is in fact running on an Android device; an app that misrepresents the package name that is being monetized.

Unauthorized Use or Imitation of System Functionality

We don't allow apps or ads that mimic or interfere with system functionality, such as notifications or warnings. System level notifications may only be used for an app's integral features, such as an airline app that notifies users of special deals, or a game that notifies users of in-game promotions.

Here are some examples of common violations:

- Apps or ads that are delivered through a system notification or alert:



① The system notification shown in this app is being used to serve an ad.

For additional examples involving ads, please refer to the Ads policy.

Social Engineering

We do not allow apps that pretend to be another app with the intention of deceiving users into performing actions that the user intended for the original trusted app.

Monetization and Ads

Google Play supports a variety of monetization strategies to benefit developers and users, including paid distribution, in-app products, subscriptions, and ad-based models. To ensure the best user experience, we require you to comply with these policies.

Payments

1. Developers charging for app downloads from Google Play must use Google Play's billing system as the method of payment for those transactions.
2. Play-distributed apps requiring or accepting payment for access to in-app features or services, including any app functionality, digital content or goods (collectively "in-app purchases"), must use Google Play's billing system for those transactions unless Section 3, Section 8, or Section 9 applies.

   Examples of app features or services requiring use of Google Play's billing system include, but are not limited to, in-app purchases of:

   - Items (such as virtual currencies, extra lives, additional playtime, add-on items, characters, and avatars);
   - subscription services (such as fitness, game, dating, education, music, video, service upgrades, and other content subscription services);
   - app functionality or content (such as an ad-free version of an app or new features not available in the free version); and
   - cloud software and services (such as data storage services, business productivity software, and financial management software).

3. Google Play's billing system must not be used in cases where:
   a. payment is primarily:
      - for the purchase or rental of physical goods (such as groceries, clothing, housewares, electronics);
      - for the purchase of physical services (such as transportation services, cleaning services, airfare, gym memberships, food delivery, tickets for live events); or
      - a remittance in respect of a credit card bill or utility bill (such as cable and telecommunications services);

   b. payments include peer-to-peer payments, online auctions, and tax exempt donations;
   c. payment is for content or services that facilitate online gambling, as described in the Gambling Apps section of the Real-Money Gambling, Games, and Contests policy;
   d. payment is in respect of any product category deemed unacceptable under Google's Payments Center Content Policies .

      Note: In some markets, we offer Google Pay for apps selling physical goods and/or services. For more information, please visit our Google Pay developer page.

4. Other than the conditions described in Section 3, Section 8, and Section 9, apps may not lead users to a payment method other than Google Play's billing system. This prohibition includes, but is not limited to, leading users to other payment methods via:
   - An app's listing in Google Play;
   - In-app promotions related to purchasable content;
   - In-app webviews, buttons, links, messaging, advertisements, or other calls to action; and
   - In-app user interface flows, including account creation or sign-up flows, that lead users from an app to a payment method other than Google Play's billing system as part of those flows.
5. In-app virtual currencies must only be used within the app or game title for which they were purchased.
6. Developers must clearly and accurately inform users about the terms and pricing of their app or any in-app features or subscriptions offered for purchase. In-app pricing must match the pricing displayed in the user-facing Play billing interface. If your product description on Google Play refers to in-app features that may require a specific or additional charge, your app listing must clearly notify users that payment is required to access those features.
7. Apps and games offering mechanisms to receive randomized virtual items from a purchase including, but not limited to, "loot boxes" must clearly disclose the odds of receiving those items in advance of, and in close and timely proximity to, that purchase.
8. Unless the conditions described in Section 3 apply, developers of Play-distributed apps requiring or accepting payment from users in these countries/regions for access to in-app purchases may offer users an alternative billing system within the app alongside Google Play's billing system for those transactions if they successfully complete the billing declaration form for each respective program and agree to the additional terms and program requirements included therein.
9. Developers of Play-distributed apps may lead users in the European Economic Area (EEA) outside the app, including to promote offers for digital in-app features and services. Developers who lead EEA users outside the app must successfully complete the declaration form for the program and agree to the additional terms and program requirements included therein.

Note: To view timelines and frequently asked questions regarding this policy, please visit our Help Center.

Ads

To maintain a quality experience, we take into account your ad's content, audience, user experience, behavior, as well as security and privacy. We consider ads and associated offers as part of your app, they must also follow all other Google Play policies. We also have additional requirements for ads if you're monetizing an app that targets children on Google Play.

You can also read more about our App Promotion and Store Listing policies here, including how we address deceptive promotion practices.

Ad Content

The ads and associated offers are part of your app and must follow our Restricted Content policies. Additional requirements apply if your app is a gambling app.

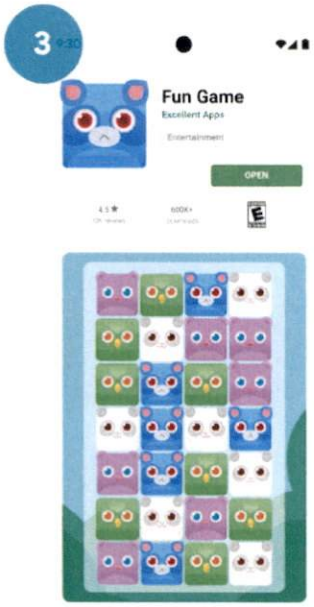
Inappropriate Ads

The ads and their associated offers (for example, the ad is promoting the download of another app) shown within your app must be appropriate for the content rating of your app, even if the content by itself is otherwise compliant with our policies.

Here are some examples of common violations:

- Ads that are inappropriate for the content rating of the app





① This ad is inappropriate (Teen) for the content rating of the app (Everyone)
② This ad is inappropriate (Mature) for the content rating of the app (Teen)
③ The offer of the ad (promoting the download of a Mature app) is inappropriate for the content rating of the game app in which the ad was displayed (Everyone)

Families Ads Requirements

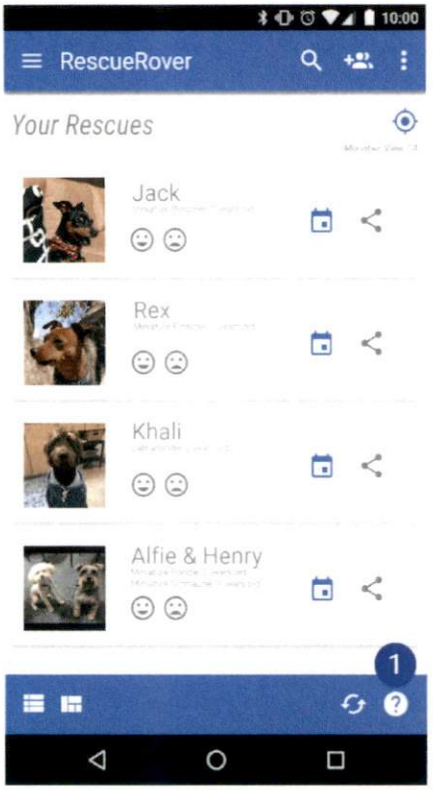
If you're monetizing an app that targets children on Google Play, it's important that your app follows the Families Ads and Monetization Policy Requirements.

Deceptive Ads

Ads must not simulate or impersonate the user interface of any app feature, such as notifications or warning elements of an operating system. It must be clear to the user which app is serving each ad.

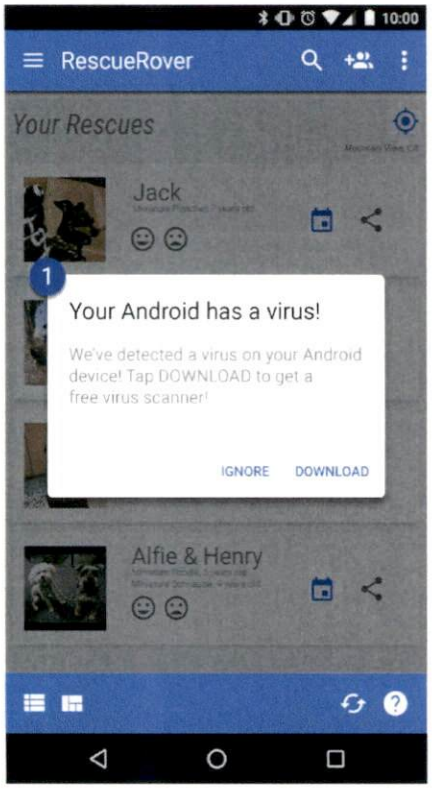
Here are some examples of common violations:

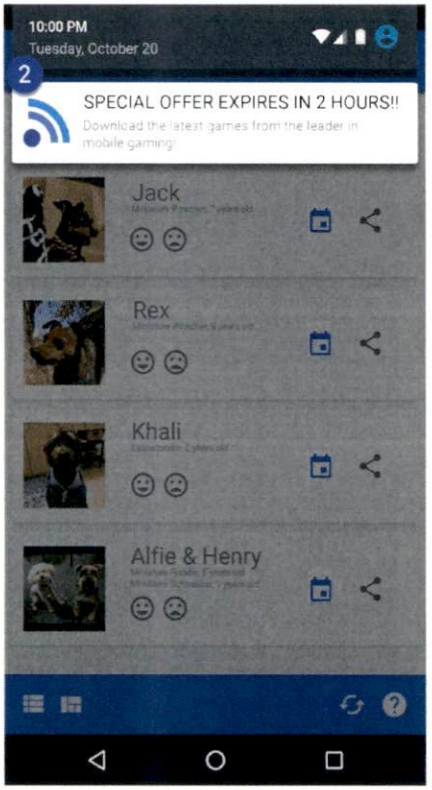
- Ads that mimic an app's UI:



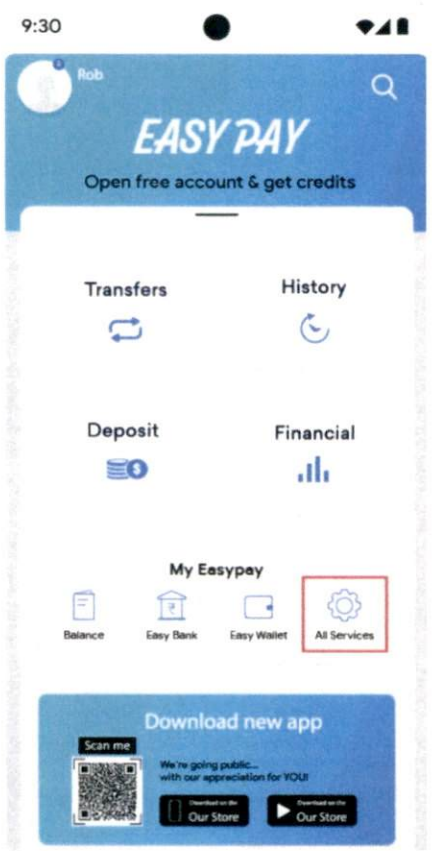
① The question mark icon in this app is an ad that takes the user to an external landing page.

- Ads that mimic a system notification:





① ② The examples above illustrate ads mimicking various system notifications.



① The example above illustrates a feature section that mimics other features but only leads the user to an ad or ads.

Disruptive Ads

Disruptive ads are ads that are displayed to users in unexpected ways, that may result in inadvertent clicks, or impairing or interfering with the usability of device functions.

Your app cannot force a user to click an ad or submit personal information for advertising purposes before they can fully use an app. Ads may only be displayed inside of the app serving them and must not interfere with other apps, ads, or the operation of the device, including system or device buttons and ports. This includes overlays, companion functionality, and widgetized ad units. If your app displays ads or other ads that interfere with normal use, they must be easily dismissible without penalty.

Here are some examples of common violations:

- Ads that take up the entire screen or interfere with normal use and do not provide a clear means to dismiss the ad:



① This ad does not have a dismiss button.

- Ads that force the user to click-through by using a false dismiss button, or by making ads suddenly appear in areas of the app where the user usually taps for another function:

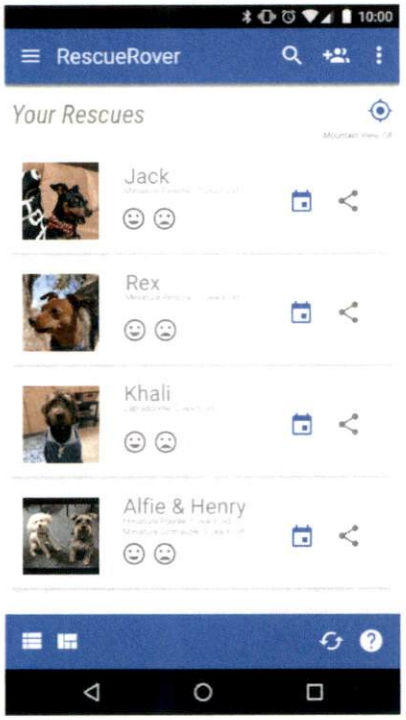


① This ad uses a false dismiss button.



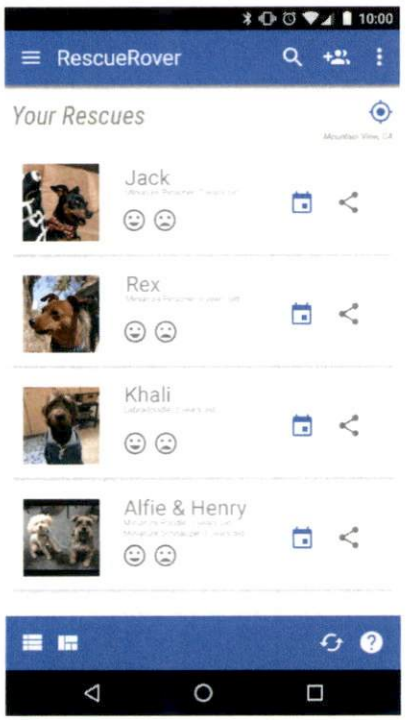
② This ad suddenly appears in an area where the user is used to tapping for in-app functions.

- Ads that display outside of the app serving them:



① The user navigates to the home screen from this app, and suddenly an ad appears on the homescreen.

- Ads that are triggered by the home button or other features explicitly designed for exiting the app:



① The user attempts to exit the app and navigate to the home screen, but instead, the expected flow is interrupted by an ad.

Better Ads Experiences

Developers are required to comply with the following ads guidelines to ensure high quality experiences for users when they are using Google Play apps. Your ads may not be shown in the following unexpected ways for users:

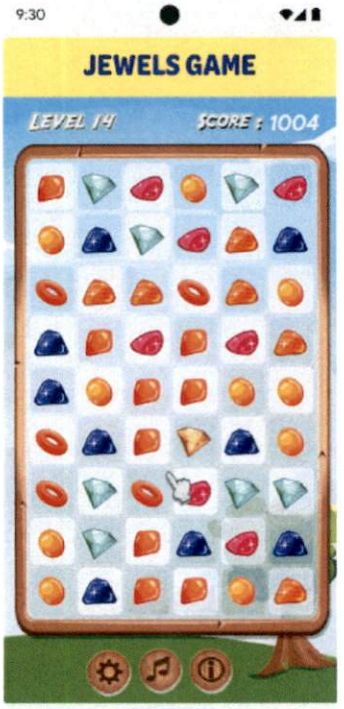
- Full screen interstitial ads of all formats (video, GIF, static, etc.) that show unexpectedly, typically when the user has chosen to do something else, are not allowed.
  - Ads that appear during game play at the beginning of a level or during the beginning of a content segment are not allowed.
  - Full screen video interstitial ads that appear before an app's loading screen (splash screen) are not allowed.
- Full screen interstitial ads of all formats that are not closeable after 15 seconds are not allowed. Opt-in full screen interstitials or full screen interstitials that do not interrupt users in their actions (for example, after the score screen in a game app) may persist more than 15 seconds.

This policy does not apply to rewarded ads which are explicitly opted-in by users (for example, an ad that developers explicitly offer a user to watch in exchange for unlocking a specific game feature or a piece of content). This policy also does not apply to monetization and advertising that does not interfere with normal app use or game play (for example, video content with integrated ads, non-full screen banner ads).

These guidelines are inspired by the Better Ads Standards - Mobile Apps Experiences guidelines. For more information on Better Ads Standards, please refer to Coalition of Better Ads .

Here are some examples of common violations:

- Unexpected ads that appear during game play or during the beginning of a content segment (for example, after a user has clicked on a button, and before the action intended by the button click has taken effect). These ads are unexpected for users, as users expect to begin a game or engage in content instead.

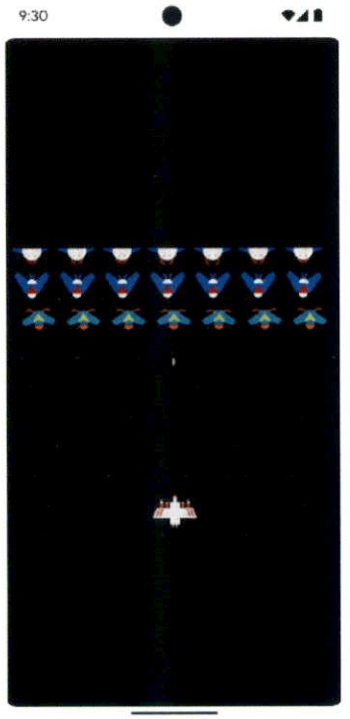


① Unexpected static ad appears during game play at the beginning of a level.



② Unexpected video ad appears during beginning of a content segment.

- A full-screen ad that appears during game play and cannot be closed after 15 seconds.



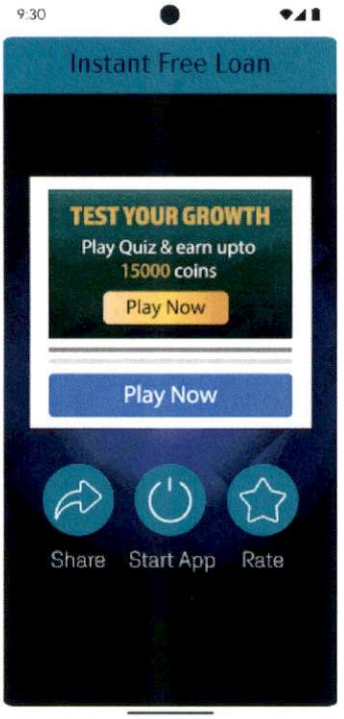
① An interstitial ads appears during game play, and does not offer users an option to skip within 15 seconds.

Made for Ads

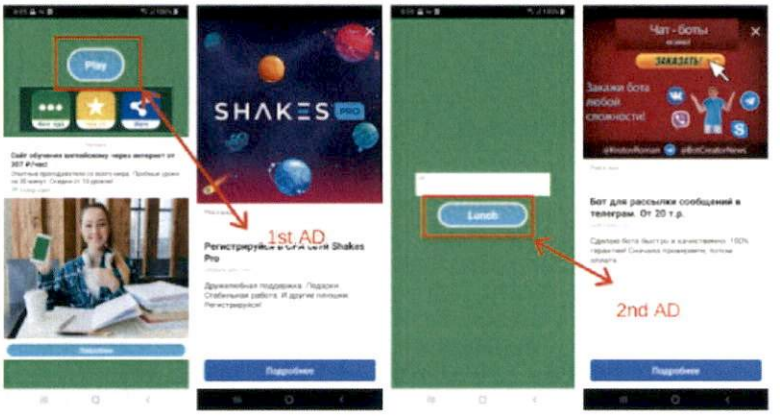
We don't allow apps that display interstitial ads repeatedly to distract users from interacting with an app and performing in-app tasks.

Here are some examples of common violations:

- Apps where an interstitial ad is placed after a user action (including but not limited to clicks, swipes, etc.) in a consecutive manner.



① The first in-app page has multiple buttons to interact with. When the user clicks **Start app** to use the app, an interstitial ad pops up. After the ad is closed, the user returns to the app and clicks **Service** to start using the service, but another interstitial ad appears.



② On the first page, the user is led to click **Play** as it is the only button available to use the app. When the user clicks it, an interstitial ad shows up. After the ad is closed, the user clicks **Launch** as it is the only button to interact with, and another interstitial ad pops up.

Lockscreen Monetization

Unless the exclusive purpose of the app is that of a lockscreen, apps may not introduce ads or features that monetize the locked display of a device.

Ad Fraud

Ad fraud is strictly prohibited. For more information, refer to our Ad Fraud policy.

Use of Location Data for Ads

Apps that extend usage of permission based device location data for serving ads are subject to the Personal and Sensitive Information policy, and must also comply with the following

requirements:

- Use or collection of permission based device location data for advertising purposes must be clear to the user and documented in the app's mandatory privacy policy, including linking to any relevant ad network privacy policies addressing location data use.
- In accordance with Location Permissions requirements, location permissions may only be requested to implement current features or services within your app, and may not request device location permissions solely for the use of ads.

Usage of Android Advertising ID

Google Play Services version 4.0 introduced new APIs and an ID for use by advertising and analytics providers. Terms for the use of this ID are below.

- **Usage**. The Android advertising identifier (AAID) must only be used for advertising and user analytics. The status of the "Opt out of Interest-based Advertising" or "Opt out of Ads Personalization" setting must be verified on each access of the ID.
- **Association with personally-identifiable information or other identifiers**.
  - Advertising use: The advertising identifier may not be connected to persistent device Identifiers (for example: SSAID, MAC address, IMEI, etc.) for any advertising purpose. The advertising identifier may only be connected to personally-identifiable information with the explicit consent of the user.
  - Analytics use: The advertising identifier may not be connected to personally-identifiable information or associated with any persistent device identifier (for example: SSAID, MAC address, IMEI, etc.) for any analytics purpose. Please read the User Data policy for additional guidelines on persistent device identifiers.
- **Respecting users' selections**.
  - If reset, a new advertising identifier must not be connected to a previous advertising identifier or data derived from a previous advertising identifier without the explicit consent of the user.
  - You must abide by a user's "Opt out of Interest-based Advertising" or "Opt out of Ads Personalization" setting. If a user has enabled this setting, you may not use the advertising identifier for creating user profiles for advertising purposes or for targeting users with personalized advertising. Allowed activities include contextual advertising, frequency capping, conversion tracking, reporting and security and fraud detection.
  - On newer devices, when a user deletes the Android advertising identifier, the identifier will be removed. Any attempts to access the identifier will receive a string of zeros. A device without an advertising identifier must not be connected to data linked to or derived from a previous advertising identifier.
- **Transparency to users**. The collection and use of the advertising identifier and commitment to these terms must be disclosed to users in a legally adequate privacy notification. To learn more about our privacy standards, please review our User Data policy.
- **Abiding by the terms of use**. The advertising identifier may only be used in accordance with the Google Play Developer Program Policy, including by any party that you may share it with in the course of your business. All apps uploaded or published to Google Play must use the advertising ID (when available on a device) in lieu of any other device identifiers for any advertising purposes.

For more information, refer to our User Data policy.

Subscriptions

You, as a developer, must not mislead users about any subscription services or content you offer within your app. It is critical to communicate clearly in any in-app promotions, splash screens, and subscription plan selection screens. We do not allow apps that subject users to deceptive or manipulative purchase experiences (including in-app purchases or subscriptions). If you provide any

subscription benefits, they must be truthful and accurate and must not misrepresent any aspect of the relevant subscription.

You must be transparent about your offer. This includes clearly and explicitly disclosing your offer terms, the cost of your subscription, the frequency of your billing cycle, the automatic renewal terms, whether a subscription is required to use the app, and any other material information about the subscription. Users should not have to perform any additional action to review the information.

Subscriptions must provide sustained or recurring value to users throughout the life of the subscription, and may not be used to offer what are effectively one-time benefits to users (for example, SKUs that provide lump sum in-app credits/currency, or single-use game boosters). Your subscription may offer incentive or promotional bonuses, but these must be complementary to the sustained or recurring value provided throughout the life of the subscription. Products that do not offer sustained and recurring value must use an in-app product instead of a subscription product.

You may not disguise or mischaracterize one-time benefits to users as subscriptions. This includes the modification of a subscription to turn it into a one-time offering (for example, canceling, deprecating, or minimizing recurring value) after the user has purchased the subscription.

Here are some examples of common violations:

- Monthly subscriptions that do not inform users they will be automatically renewed and charged every month.
- Annual subscriptions that most prominently display their pricing in terms of monthly cost.
- Subscription pricing and terms that are incompletely localized.
- In-app promotions that do not clearly demonstrate that a user can access content without a subscription (when available).
- SKU names that do not accurately convey the nature of the subscription, such as "Free Trial" or "Try Premium membership - 3 days for free," for a subscription with an auto-recurring charge.
- Multiple screens in the purchase flow that lead users into accidentally clicking the subscribe button.
- Subscriptions that do not offer sustained or recurring value — for example, offering 1,000 gems for the first month, then reducing the benefit to 1 gem in subsequent months of the subscription.
- Requiring a user to sign up to an auto-renewing subscription to deliver a one-time benefit, and canceling a user's subscription without their request after the purchase.

Example 1:



① Dismiss button is missing or not clearly visible and users may not understand that they can access functionality without accepting the subscription offer.

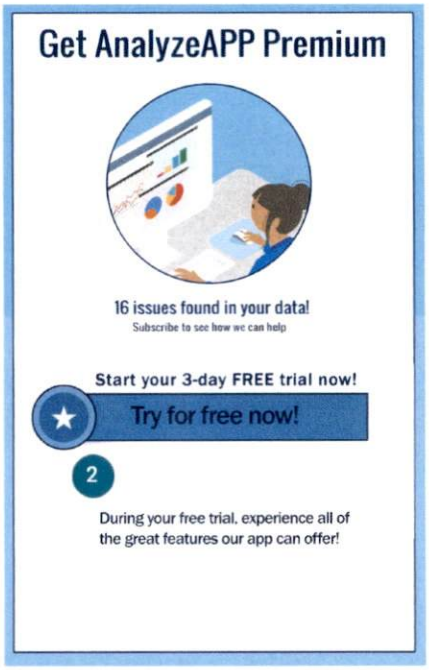
② Offer most prominently displays pricing in terms of monthly breakdown cost, rather than what the users will actually be charged. Users may not understand that they will be charged a six month price at the time they subscribe.

③ Offer only shows the introductory price and users may not understand what they will automatically be charged at the end of the introductory period.

④ Offer is non-compliant because its language and currency are not localized to the user's country, unlike the terms and conditions. This prevents the user from being able to understand the full details of the offer.

Example 2:





① Recurring clicks in the same button area causes the user to inadvertently click the final "continue" button to subscribe.

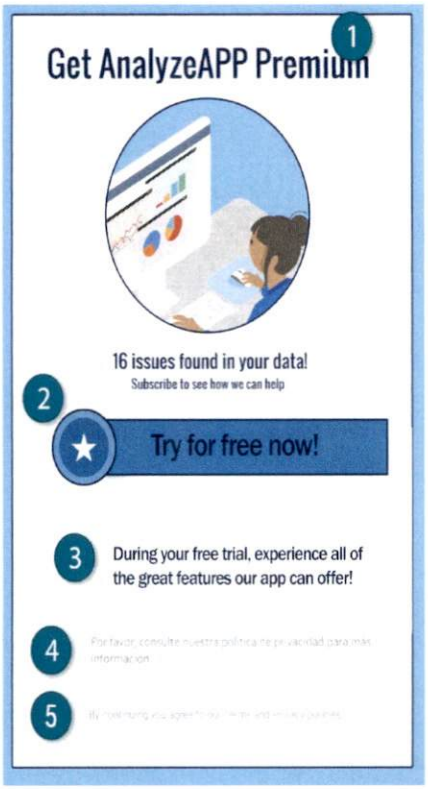
② The amount that users will be charged at the end of the trial is hard to read, such that users may think the plan is free.

Free Trials & Introductory Offers

Before a user is enrolled in your subscription: You must clearly and accurately describe the terms of your offer, including the duration, pricing, and description of accessible content or services. Be sure to let your users know how and when a free trial will convert to a paid subscription, how much the paid subscription will cost, and how a user can cancel if they do not want to convert to a paid subscription.

Here are some examples of common violations:

- Offers that do not clearly explain how long the free trial or introductory pricing will last.
- Offers that do not clearly explain that the user will be automatically enrolled in a paid subscription at the end of the offer period.
- Offers that do not clearly demonstrate that a user can access content without a trial (when available).
- Offer pricing and terms that are incompletely localized.



① Dismiss button is missing or not clearly visible and users may not understand that they can access functionality without accepting the subscription offer.

② Offer emphasizes the free trial and users may not understand that they will automatically be charged at the end of the trial.

③ Offer does not state a trial period and users may not understand how long their free access to subscription content will last.

④ Offer is non-compliant because its language and currency are not localized to the user's country, unlike the terms and conditions. This prevents the user from being able to understand the full details of the offer.

⑤ Offer does not clearly explain how to cancel the free trial for users who do not wish to continue with a paid subscription after the trial period ends.

Subscription Management, Cancellation & Refunds

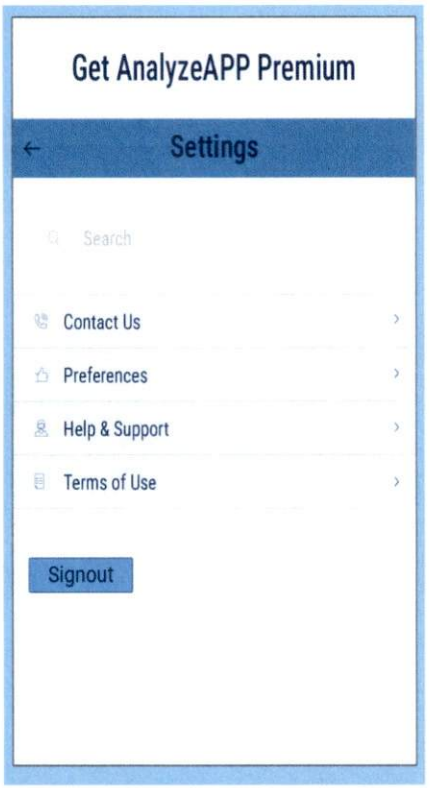
If you sell subscriptions in your app(s), you must ensure that your app(s) clearly disclose how a user can manage or cancel their subscription. You must also include in your app access to an easy-to-use, online method to cancel the subscription. In your app's account settings (or equivalent page), you can satisfy this requirement by including:

- A link to Google Play's Subscription Center (for subscriptions that use Google Play's billing system); and/or
- direct access to your cancellation process.

If a user cancels a subscription purchased through Google Play's billing system, our general policy is that the user will not receive a refund for the current billing period, but will continue to receive their subscription content for the remainder of the current billing period, regardless of the cancellation date. The user's cancellation goes into effect after the current billing period has passed. Users in some countries may be able to cancel their subscription immediately and receive a prorated refund, in accordance with applicable law.

You (as the content or access provider) may implement a more flexible refund policy with your users directly. It is your responsibility to notify your users of any changes to your subscription, cancellation and refund policies and ensure that the policies comply with applicable law.

Here are some examples of common violations:



The app is missing a link to manage and cancel subscriptions in the account setting or equivalent page.

Families Self-Certified Ads SDK Program

If you serve ads in your app, and the target audience for your app only includes children as described in the Families Policy , then you must only use ads SDK versions that have self-certified compliance with Google Play policies, including the Families Self-Certified Ads SDK requirements below.

If the target audience for your app includes both children and older users, you must make sure that ads shown to children come exclusively from one of these self-certified ads SDK versions (for example, through use of neutral age screening measures).

Note that it is your responsibility to ensure that all SDK versions you implement in your app, including Self-Certified Ads SDK versions, are compliant with all applicable policies, local laws, and regulations. Google does not provide any representations or guarantees as to the accuracy of the information the ads SDKs provide during the self-certification process.

The use of Families self-certified ads SDKs is only required if you are using ads SDKs to serve ads to children. The following are permitted without an ads SDK's self-certification with Google Play, however, you are still responsible for ensuring your ad content and data collection practices are compliant with Google Play's User Data Policy and Families Policy :

- In-House Advertising whereby you use SDKs to manage cross promotion of your apps or other owned media and merchandising.
- Entering into direct deals with advertisers whereby you use SDKs for inventory management.

Families Self-Certified Ads SDK Requirements

- Define what are objectionable ad content and behaviors and prohibit them in the ads SDK's terms or policies. The definitions should comply with Google Play Developer Program Policies.
- Create a method to rate your ad creatives according to age appropriate groups. Age appropriate groups must at least include groups for Everyone and Mature. The rating methodology must align with the methodology that Google supplies to SDKs once they have filled out the interest form below.
- Allow publishers, on a per-request or per-app basis, to request child-directed treatment for ad serving. Such treatment must be in compliance with applicable laws and regulations, such as the US Children's Online Privacy and Protection Act (COPPA) and the EU General Data Protection Regulation (GDPR). Google Play requires ads SDKs to disable personalized ads, interest based advertising, and remarketing as part of the child-directed treatment.
- Allow publishers to select ad formats that are compliant with Google Play's Families Ads and Monetization policy, and meet the requirement of the Teacher Approved program.
- Ensure that when real-time bidding is used to serve ads to children, the creatives have been reviewed and privacy indicators are propagated to the bidders.
- Provide Google with sufficient information, such as submitting a test app and the information indicated in the interest form below, to verify the ads SDK's policy compliance with all self-certification requirements, respond in a timely manner to any subsequent requests for information, such as submitting new version releases to verify the ads SDK version's compliance with all self-certification requirements.
- Self-certify that all new version releases are compliant with the latest Google Play Developer Program Policies, including Families Policy Requirements.

Note: Families Self-Certified Ads SDKs must support ad serving that complies with all relevant statutes and regulations concerning children that may apply to their publishers.

More information on watermarking ad creatives and providing a test app can be found here.

Here are mediation requirements for serving platforms when serving ads to children:

- Only use Families Self-Certified Ads SDKs or implement safeguards necessary to ensure that all ads served from mediation comply with these requirements; and
- Pass information necessary to mediation platforms to indicate the ad content rating and any applicable child-directed treatment.

Developers can find a list of Families Self-Certified Ads SDKs and can check which specific versions of those ads SDKs are self-certified for use in Families apps here.

Also, developers can share this interest form with ads SDKs who wish to self-certify.

Store Listing and Promotion

The promotion and visibility of your app dramatically affects store quality. Avoid spammy store listings, low quality promotion, and efforts to artificially boost app visibility on Google Play.

App Promotion

We don't allow apps that directly or indirectly engage in, or benefit from promotion practices (such as ads) that are deceptive or harmful to users or the developer ecosystem. Promotion practices are deceptive or harmful if their behavior or content violate our Developer Program Policies.

Here are some examples of common violations:

- Using deceptive ads on websites, apps, or other properties, including notifications that are similar to system notifications and alerts.
- Using sexually explicit ads to direct users to your app's Google Play listing for download.

- Promotion or installation tactics that redirect users to Google Play or download apps without informed user action.
- Unsolicited promotion via SMS services.
- Text or image in the app title, icon, or developer name that indicate store performance or ranking, price or promotional information, or that suggests relations to existing Google Play programs.

It is your responsibility to ensure that any ad networks, affiliates, or ads associated with your app comply with these policies.

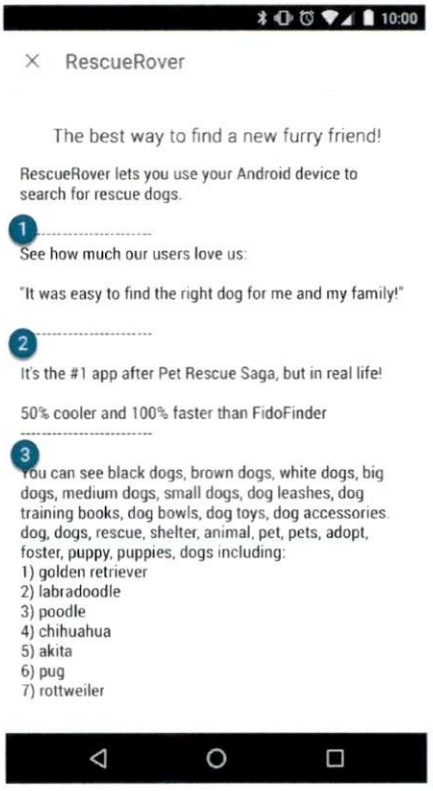
Metadata

Users depend on descriptions of your app to help them understand its functionality and purpose. We don't allow apps with misleading, improperly formatted, non-descriptive, irrelevant, excessive, or inappropriate metadata, including but not limited to the app's description, developer name, title, icon, screenshots, and promotional images. Developers must provide a clear and well-written description of their app. We also don't allow unattributed or anonymous user testimonials in the app's description.

Your app title, icon, and developer name are particularly helpful for users to find and learn about your app. Don't use emojis, emoticons, or repeated special characters in these metadata elements. Avoid ALL CAPS unless it is part of your brand name. Misleading symbols in app icons are not allowed, for example: new message dot indicator when there are no new messages and download/install symbols when the app is not related to downloading content. Your app title must be 30 characters or less. Don't use text or image in the app title, icon, or developer name that indicate store performance or ranking, price or promotional information, or that suggests relations to existing Google Play programs.

In addition to the requirements noted here, specific Google Play Developer Policies may require you to provide additional metadata information.

Here are some examples of common violations:

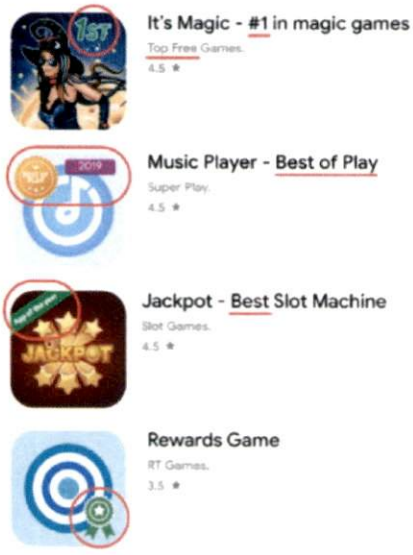


① Unattributed or Anonymous User testimonials
② Data comparison of apps or brands
③ Word blocks and vertical/horizontal word lists

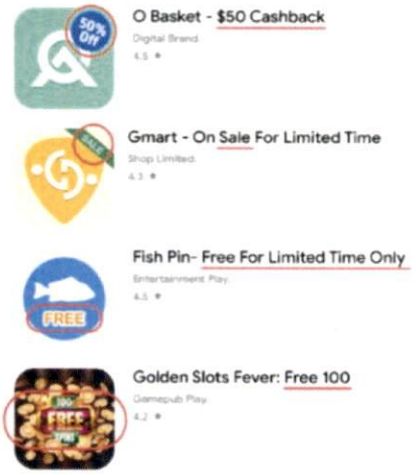


① ALL CAPS although not part of brand name
② Special character sequences that are irrelevant to the app
③ Use of emojis, emoticons(including kaomojis), and special characters
④ Misleading symbol
⑤ Misleading text

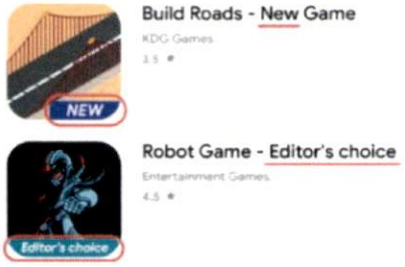
- Images or text that indicate store performance or ranking, such as 'App of the year,' '#1,' 'Best of Play 20XX,' 'Popular,' award icons, etc.



- Images or text that indicate price and promotional information, such as '10% off,' '$50 cash back,' 'free for limited time only,' etc.



- Images or text that indicate Google Play programs, such as 'Editor's choice,' 'New,' etc.



Here are some examples of inappropriate text, images, or videos within your listing:

- Imagery or videos with sexually suggestive content. Avoid suggestive imagery containing breasts, buttocks, genitalia, or other fetishized anatomy or content, whether illustrated or real.
- Using profane, vulgar, or other language that is inappropriate for a general audience in your app's Store listing.
- Graphic violence prominently depicted in app icons, promotional images, or videos.
- Depictions of the illicit usage of drugs. Even EDSA (Educational, Documentary, Scientific, or Artistic) content must be suitable for all audiences within the store listing.

Here are a few best practices:

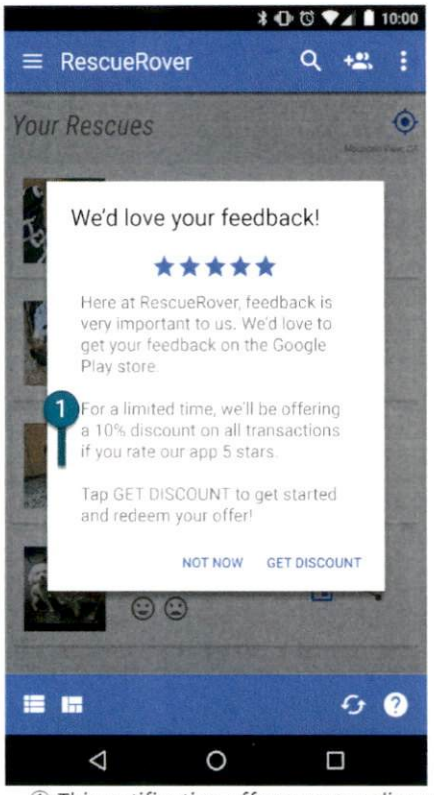
- Highlight what's great about your app. Share interesting and exciting facts about your app to help users understand what makes your app special.
- Make sure that your app's title and description accurately describe your app's functionality.
- Avoid using repetitive or unrelated keywords or references.
- Keep your app's description succinct and straightforward. Shorter descriptions tend to result in a better user experience, especially on devices with smaller displays. Excessive length, detail, improper formatting, or repetition can result in a violation of this policy.
- Remember that your listing should be suitable for a general audience. Avoid using inappropriate text, images or videos in your listing and adhere to the guidelines above.

User Ratings, Reviews, and Installs

Developers must not attempt to manipulate the placement of any apps on Google Play. This includes, but is not limited to, inflating product ratings, reviews, or install counts by illegitimate means, such as fraudulent or incentivized reviews and ratings, or incentivizing users to install other apps as the app's main functionality.

Here are some examples of common violations:

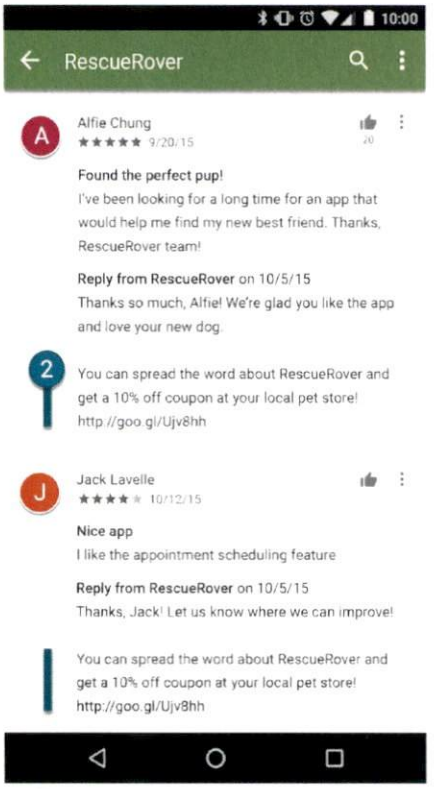
- Asking users to rate your app while offering an incentive:



① This notification offers users a discount in exchange for a high rating.

- Repeatedly submitting ratings posing as users to influence an app's placement on Google Play.

- Submitting or encouraging users to submit reviews containing inappropriate content, including affiliates, coupons, game codes, email addresses, or links to websites or other apps:



② This review encourages users to promote the RescueRover app by making a coupon offer.

Ratings and reviews are benchmarks of app quality. Users depend on them to be authentic and relevant. Here are some best practices when responding to user reviews:

- Keep your reply focused on the issues raised in the user's comments and don't ask for a higher rating.
- Include references to helpful resources such as a support address or FAQ page.

Content Ratings

Content ratings on Google Play are provided by the International Age Rating Coalition (IARC) and are designed to help developers communicate locally relevant content ratings to users. Regional IARC authorities maintain guidelines which are used to determine the maturity level of the content in an app. We don't allow apps without a content rating on Google Play. Note that any ads that appear in the app must not be significantly more mature in content than the primary content within the app itself. Refer to Inappropriate Ads policy for more information.

How content ratings are used

Content ratings are used to inform consumers, especially parents, of potentially objectionable content that exists within an app. They also help filter or block your content in certain territories or to specific users where required by law, and determine your app's eligibility for special developer programs.

How content ratings are assigned

To receive a content rating, you must fill out a rating questionnaire on the Play Console that asks about the nature of your apps' content. Your app will be assigned a content rating from multiple rating authorities based on your questionnaire responses. Misrepresentation of your app's content may result in removal or suspension, so it is important to provide accurate responses to the content rating questionnaire.

To prevent your app from being listed as "Unrated", you must complete the content rating questionnaire for each new app submitted to the Play Console, as well as for all existing apps that are active on Google Play. Apps without a content rating will be removed from the Play Store.

If you make changes to your app content or features that affect the responses to the rating questionnaire, you must submit a new content rating questionnaire in the Play Console.

The content rating assigned to your app is specific to the content within your app. It does not include other features and practices, such as consumer agreements or ads. You are responsible for informing your users of any additional age-based considerations, such as age-specific privacy practices.

For more information on the questionnaire, visit the Help Center to learn about the different rating authorities across regions and how to complete the content rating questionnaire.

Rating appeals

If you do not agree with the rating assigned to your app, you can appeal directly to the IARC rating authority using the link provided in your certificate email.

News & Magazines

All News & Magazine apps must declare themselves in the Google Play Console and complete a self-declaration.

A news & magazine app is an app that:

- Declares itself as a "News" or "Magazine" app in the Google Play Console, or

- Lists itself within the "News and Magazine" category on the Google Play store and describes itself as "news" or "magazine" in its app title, icon, developer name, or description.

For further guidance on what qualifies as a "News" or "Magazine" app, see Requirements for news and news-related apps.

In addition, News & Magazine apps must:

- Provide the source of news & magazine articles including, but not limited to, the original publisher or author of each article.
- Update regularly its content (no static content).
- Provide users with clear and easy access to up-to-date contact information about the news & magazine app.
- Provide users with clear information about the publishing sources of third-party content (such as when provided by news & magazine aggregators apps).
- Provide users with an in-app content preview prior to purchase (if membership or subscription is required).
- Not have affiliate marketing or ad revenue as its primary purpose.

Spam, Functionality, and User Experience

Apps should provide users with a basic degree of adequate functionality and content for an engaging user experience. Apps that crash, exhibit other behavior that is not consistent with a functional user experience, or that serve only to spam users or Google Play are not apps that expand the catalog in a meaningful way.

Spam

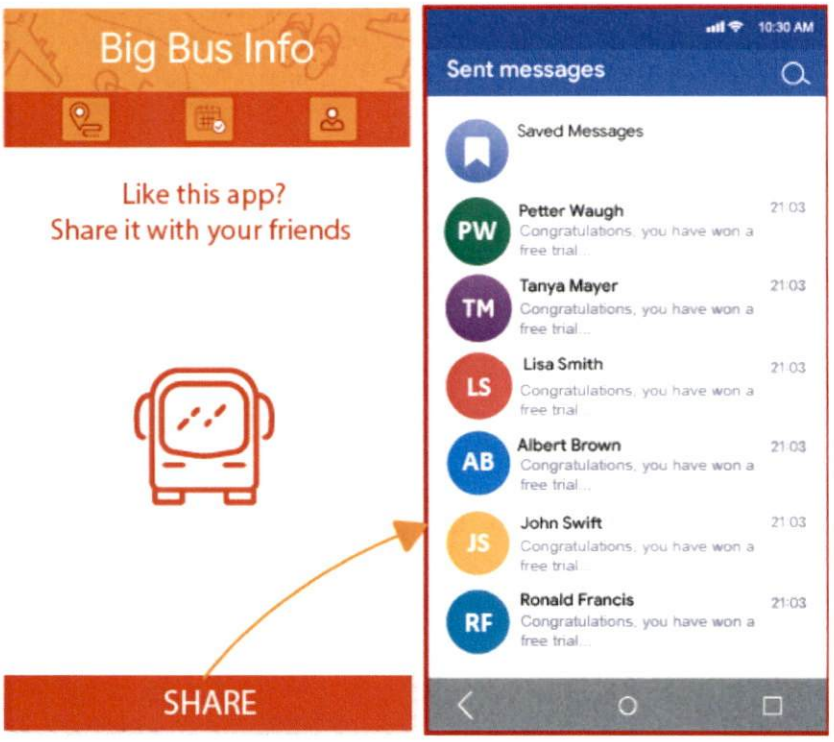
We don't allow apps that spam users or Google Play, such as apps that send users unsolicited messages or apps that are repetitive or low-quality.

Message Spam

We don't allow apps that send SMS, email, or other messages on behalf of the user without giving the user the ability to confirm the content and intended recipients.

Here is an example of a common violation:

- When the user presses the 'Share' button, the app sent messages on the user's behalf without giving them the ability to confirm the content and intended recipients:

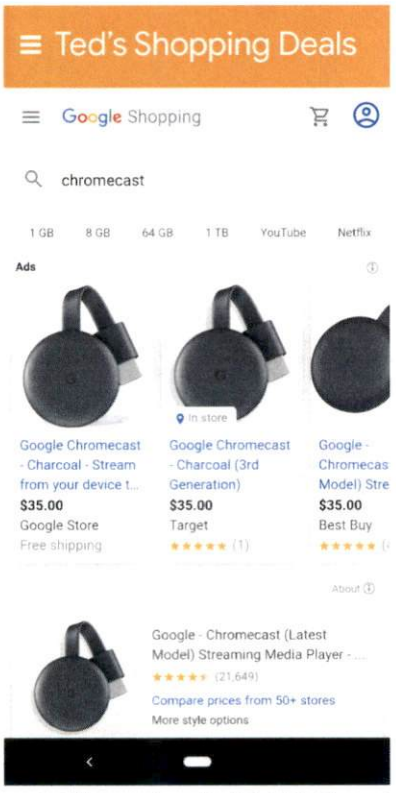


Webviews and Affiliate Spam

We don't allow apps whose primary purpose is to drive affiliate traffic to a website or provide a webview of a website without permission from the website owner or administrator.

Here are some examples of common violations:

- An app whose primary purpose is to drive referral traffic to a website to receive credit for user sign-ups or purchases on that website.
- Apps whose primary purpose is to provide a webview of a website without permission:



① This app is called "Ted's Shopping Deals" and it simply provides a webview of Google Shopping.

Repetitive Content

We don't allow apps that merely provide the same experience as other apps already on Google Play. Apps should provide value to users through the creation of unique content or services.

Here are some examples of common violations:

- Copying content from other apps without adding any original content or value.
- Creating multiple apps with highly similar functionality, content, and user experience. If these apps are each small in content volume, developers should consider creating a single app that aggregates all the content.



Functionality, Content, and User Experience

Apps should provide a stable, responsive, and engaging user experience. Apps that crash, do not have the basic degree of adequate utility as mobile apps, lack engaging content, or exhibit other behavior that is not consistent with a functional and engaging user experience are not allowed on Google Play.

Limited Functionality and Content

We do not allow apps that only have limited functionality and content.

Here is an example of a common violation:

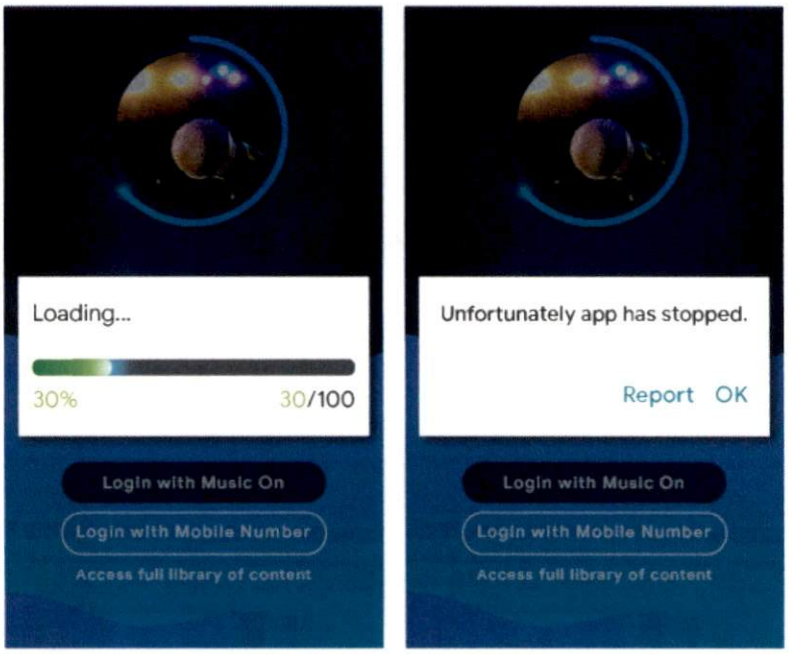
- Apps that are static without app-specific functionalities, for example, text only or PDF file apps
- Apps with very little content and that do not provide an engaging user experience, for example, single wallpaper apps
- Apps that are designed to do nothing or have no function

Broken Functionality

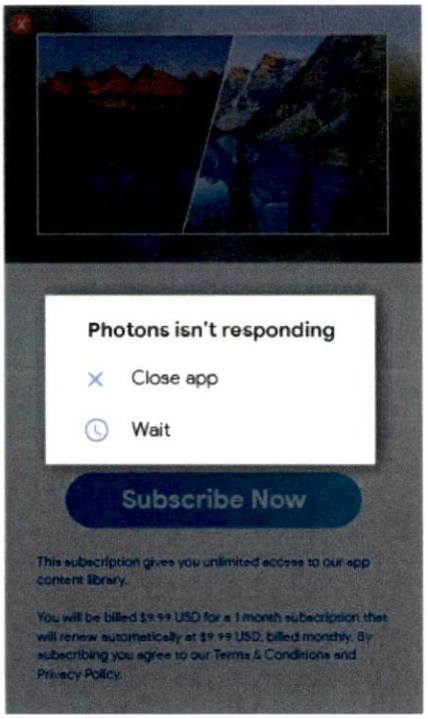
We don't allow apps that crash, force close, freeze, or otherwise function abnormally.

Here are some examples of common violations:

- Apps that **don't install**
- Apps that install, but **don't load**



- Apps that load, but are **not responsive**



Other Programs

In addition to compliance with the content policies set out elsewhere in this Policy Center, apps that are designed for other Android experiences and distributed via Google Play may also be subject to program-specific policy requirements. Be sure to review the list below to determine if any of these policies apply to your app.

Android Instant Apps

Our goal with Android Instant Apps is to create delightful, frictionless user experiences while also adhering to the highest standards of privacy and security. Our policies are designed to support that goal.

Developers choosing to distribute Android Instant Apps through Google Play must adhere to the following policies, in addition to all other Google Play Developer Program Policies.

Identity

For instant apps that include login functionality, developers must integrate Smart Lock for Passwords

.

Link Support

Android Instant Apps developers are required to properly support links for other apps. If the developer's instant app(s) or installed app(s) contains links that have the potential to resolve to an instant app, the developer must send users to that instant app, rather than, for example, capturing the links in a WebView.

Technical Specifications

Developers must comply with the Android Instant Apps technical specifications and requirements provided by Google, as may be amended from time to time, including those listed in our public

documentation .

Offering App Installation

The instant app may offer the user the installable app, but this must not be the instant app's primary purpose. When offering installation, developers must:

- Use the Material Design "get app" icon and the label "install" for the installation button.
- Not have more than 2-3 implicit installation prompts in their instant app.
- Not use a banner or other ad-like technique for presenting an installation prompt to users.

Additional instant app details and UX guidelines can be found in the Best Practices for User Experience .

Changing Device State

Instant apps must not make changes to the user's device that persist longer than the instant app session. For example, instant apps may not change the user's wallpaper or create a homescreen widget.

App Visibility

Developers must ensure that instant apps are visible to the user, such that the user is aware at all times that the instant app is running on their device.

Device Identifiers

Instant apps are prohibited from accessing device identifiers that both (1) persist after the instant app stops running and (2) are not resettable by the user. Examples include, but are not limited to:

- Build Serial
- Mac Addresses of any networking chips
- IMEI, IMSI

Instant apps may access phone number if obtained using the runtime permission. The developer must not attempt to fingerprint the user using these identifiers or any other means.

Network traffic

Network traffic from inside the instant app must be encrypted using a TLS protocol like HTTPS.

Android Emoji Policy

Our emoji policy is designed to promote an inclusive and consistent user experience. To accomplish that, all apps must support the latest version of Unicode Emoji when running on Android 12+.

Apps that use default Android Emoji without any custom implementations already use the latest version of Unicode Emoji when running on Android 12+.

Apps with custom emoji implementations, including those provided by third-party libraries, must fully support the latest Unicode version when running on Android 12+ within 4 months after new Unicode Emoji are released.

Consult this guide to learn how to support modern emoji.

Families

Google Play offers a rich platform for developers to showcase their high-quality, age appropriate content for the whole family. Before submitting an app to the Designed for Families program or

submitting an app that targets children to the Google Play Store, you are responsible for ensuring your app is appropriate for children and compliant with all relevant laws.

Learn about the families process and review the interactive checklist at Academy for App Success.

Google Play Families Policies

The use of technology as a tool for enriching families' lives continues to grow, and parents are looking for safe, high-quality content to share with their children. You may be designing your apps specifically for children or your app may just attract their attention. Google Play wants to help you make sure your app is safe for all users, including families.

The word "children" can mean different things in different locales and in different contexts. It is important that you consult with your legal counsel to help determine what obligations and/or age-based restrictions may apply to your app. You know best how your app works so we are relying on you to help us make sure apps on Google Play are safe for families.

All apps that comply with Google Play Families policies can opt in to be rated for the Teacher Approved program, but we cannot guarantee that your app will be included in the Teacher Approved program.

Play Console Requirements

Target Audience and Content

In the Target Audience and Content section of the Google Play Console you must indicate the target audience for your app, prior to publishing, by selecting from the list of age groups provided. Regardless of what you identify in the Google Play Console, if you choose to include imagery and terminology in your app that could be considered targeting children, this may impact Google Play's assessment of your declared target audience. Google Play reserves the right to conduct its own review of the app information that you provide to determine whether the target audience that you disclose is accurate.

You should only select more than one age group for your app's target audience if you have designed your app for and ensured that your app is appropriate for users within the selected age group(s). For example, apps designed for babies, toddlers, and preschool children should only have the age group "Ages 5 & Under" selected as the age group target for those apps. If your app is designed for a specific level of school, choose the age group that best represents that school level. You should only select age groups that include both adults and children if you truly have designed your app for all ages.

Updates to Target Audience and Content Section

You can always update your app's information in the Target Audience and Content section in the Google Play Console. An app update is required before this information will be reflected on the Google Play store. However, any changes you make in this section of the Google Play Console may be reviewed for policy compliance even before an app update is submitted.

We strongly recommend that you let your existing users know if you change the target age group for your app or start using ads or in-app purchases, either by using the "What's New" section of your app's store listing page or through in-app notifications.

Misrepresentation in Play Console

Misrepresentation of any information about your app in the Play Console, including in the Target Audience and Content section, may result in removal or suspension of your app, so it is important to provide accurate information.

Families Policy Requirements

If one of the target audiences for your app is children, you must comply with the following requirements. Failure to satisfy these requirements may result in app removal or suspension.

1. **App content:** Your app's content that is accessible to children must be appropriate for children. If your app contains content that is not globally appropriate, but that content is deemed appropriate for child users in a particular region, the app may be available in that region (limited regions) but will remain unavailable in other regions.
2. **App functionality:** Your app must not merely provide a webview of a website or have a primary purpose of driving affiliate traffic to a website without permission from the website owner or administrator.
3. **Play Console answers:** You must accurately answer the questions in the Play Console regarding your app and update those answers to accurately reflect any changes to your app. This includes but is not limited to, providing accurate responses about your app in the Target Audience and Content section, Data safety section, and IARC Content Rating Questionnaire.
4. **Data practices:** You must disclose the collection of any personal and sensitive information from children in your app, including through APIs and SDKs called or used in your app. Sensitive information from children includes, but is not limited to, authentication information, microphone and camera sensor data, device data, Android ID, and ad usage data. You must also ensure that your app follows the data practices below:
   - Apps that solely target children must not transmit Android advertising identifier (AAID), SIM Serial, Build Serial, BSSID, MAC, SSID, IMEI, and/or IMSI.
     - Apps solely targeted to children should not request AD_ID permission when targeting Android API 33 or higher.
   - Apps that target both children and older audiences must not transmit AAID, SIM Serial, Build Serial, BSSID, MAC, SSID, IMEI, and/or IMSI from children or users of unknown age.
   - Device phone number must not be requested from TelephonyManager of the Android API.
   - Apps that solely target children may not request location permission, or collect, use, and transmit precise location.
   - Apps must use the Companion Device Manager (CDM) when requesting Bluetooth, unless your app is only targeting device Operating System (OS) versions that are not compatible with CDM.
5. **APIs and SDKs:** You must ensure that your app properly implements any APIs and SDKs.
   - Apps that solely target children must not contain any APIs or SDKs that are not approved for use in primarily child-directed services.
     - For example, an API Service using OAuth technology for authentication and authorization whose terms of service states that it is not approved for use in child-directed services.
   - Apps that target both children and older audiences must not implement APIs or SDKs that are not approved for use in child-directed services unless they are used behind a neutral age screen or implemented in a way that does not result in the collection of data from children. Apps that target both children and older audiences must not require users to access app content through an API or SDK that is not approved for use in child-directed services.
6. **Augmented Reality (AR):** If your app uses Augmented Reality, you must include a safety warning immediately upon launch of the AR section. The warning should contain the following:
   - An appropriate message about the importance of parental supervision.
   - A reminder to be aware of physical hazards in the real world (for example, be aware of your surroundings).
   - Your app must not require the usage of a device that is advised not to be used by children (for example, Daydream, Oculus).
7. **Social Apps & Features:** If your apps allows users to share or exchange information, you must accurately disclose these features in the content rating questionnaire on the Play Console.
   - Social Apps: A social app is an app where the main focus is to enable users to share freeform content or communicate with large groups of people. All social apps that include children in their target audience must provide an in-app reminder to be safe online and to be aware of the real world risk of online interaction before allowing child users to exchange freeform media or

information. You must also require adult action before allowing child users to exchange personal information.

- Social Features: A social feature is any additional app functionality that enables users to share freeform content or communicate with large groups of people. Any app that includes children in their target audience and has social features, must provide an in-app reminder to be safe online and to be aware of the real world risk of online interaction before allowing child users to exchange freeform media or information. You must also provide a method for adults to manage social features for child users, including, but not limited to, enabling/disabling the social feature or selecting different levels of functionality. Finally, you must require adult action before enabling features that allow children to exchange personal information.
- Adult action means a mechanism to verify that the user is not a child and does not encourage children to falsify their age to gain access to areas of your app that are designed for adults (that is, an adult PIN, password, birthdate, email verification, photo ID, credit card, or SSN).
- Social apps where the main focus of the app is to chat with people they do not know must not target children. Examples include: chat roulette style apps, dating apps, kids-focused open chat rooms, etc.

8. **Legal compliance:** You must ensure that your app, including any APIs or SDKs that your app calls or uses, is compliant with the U.S. Children's Online Privacy and Protection Act (COPPA) , E.U. General Data Protection Regulation (GDPR) , and any other applicable laws or regulations.

Here are some examples of common violations:

- Apps that promote play for children in their store-listing but the app content is only appropriate for adults.
- Apps that implement APIs with terms of service that prohibit their use in child-directed apps.
- Apps that glamorize the use of alcohol, tobacco or controlled substances.
- Apps that include real or simulated gambling.
- Apps that include violence, gore, or shocking content not appropriate for children.
- Apps that provide dating services or offer sexual or marital advice.
- Apps that contain links to websites that present content that violates Google Play's Developer Program policies .
- Apps that show mature ads (for example, violent content, sexual content, gambling content) to children.

Ads and Monetization

If you're monetizing an app that targets children on Google Play, it's important that your app follows the following Families Ads and Monetization Policy Requirements.

The policies below apply to all monetization and advertising in your app, including ads, cross-promotions (for your apps and third party apps), offers for in-app purchases, or any other commercial content (such as paid product placement). All monetization and advertising in these apps must comply with all applicable laws and regulations (including any relevant self-regulatory or industry guidelines).

Google Play reserves the right to reject, remove or suspend apps for overly aggressive commercial tactics.

Ads requirements

If your app displays ads to children or to users of unknown age, you must:

- Only use Google Play Families Self-Certified Ads SDKs to display ads to those users;
- Ensure ads displayed to those users do not involve interest-based advertising (advertising targeted at individual users who have certain characteristics based on their online browsing behavior) or remarketing (advertising targeted at individual users based on previous interaction with an app or website);

- Ensure ads displayed to those users present content that is appropriate for children;
- Ensure ads displayed to those users follow the Families ad format requirements; and
- Ensure compliance with all applicable legal regulations and industry standards relating to advertising to children.

Ads format requirements

Monetization and advertising in your app must not have deceptive content or be designed in a way that will result in inadvertent clicks from child users.

If the sole target audience for your app is children, the following are prohibited. If the target audiences of your app is children and older audiences, the following are prohibited when serving ads to children or users of unknown age:

- Disruptive monetization and advertising, including monetization and advertising that take up the entire screen or interfere with normal use and do not provide a clear means to dismiss the ad (for example, Ad walls).
- Monetization and advertising that interfere with normal app use or game play, including rewarded or opt-in ads, that are not closeable after 5 seconds.
- Monetization and advertising that do not interfere with normal app use or game play may persist for more than 5 seconds (for example, video content with integrated ads).
- Interstitial monetization and advertising displayed immediately upon app launch.
- Multiple ad placements on a page (for example, banner ads that show multiple offers in one placement or displaying more than one banner or video ad is not allowed).
- Monetization and advertising that are not clearly distinguishable from your app content, such as offerwalls and other immersive ads experiences.
- Use of shocking or emotionally manipulative tactics to encourage ads viewing or in-app purchases.
- Deceptive ads that force the user to click-through by using a dismiss button to trigger another ad, or by making ads suddenly appear in areas of the app where the user usually taps for another function.
- Not providing a distinction between the use of virtual game coins versus real-life money to make in-app purchases.

Here are some examples of common violations:

- Monetization and advertising that move away from a user's finger as the user tries to close it
- Monetization and advertising that do not provide a user with a way to a exit the offer after five (5) seconds as depicted in the example below:



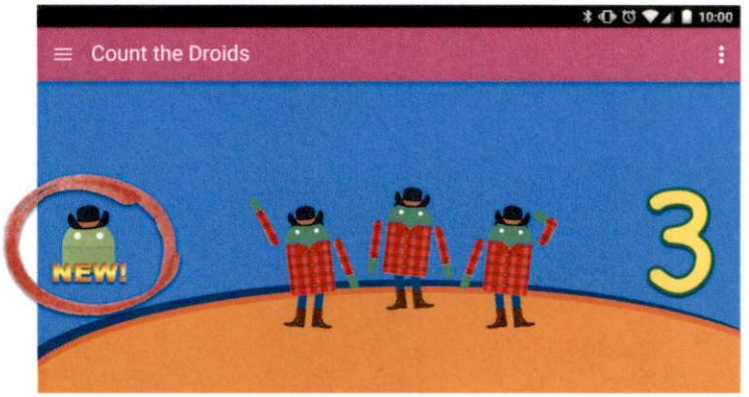
- Monetization and advertising that take up the majority or the device screen without providing the user a clear way to dismiss it, as depicted in the example below:



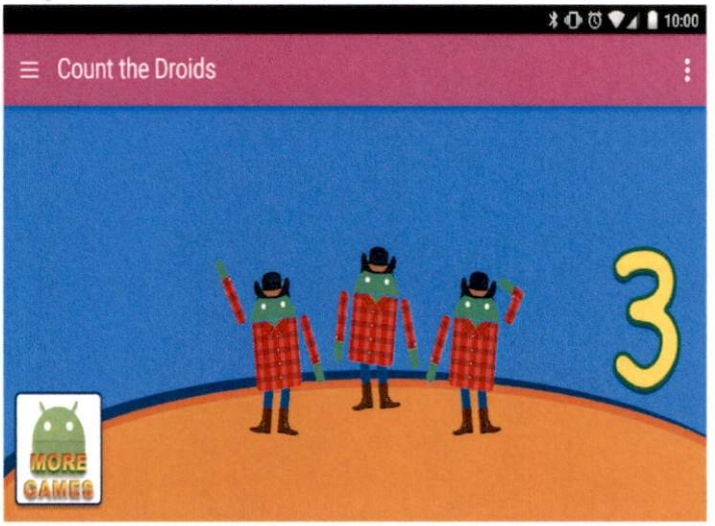
- Banner ads showing multiple offers, as depicted in the example below:



- Monetization and advertising that could be mistaken by a user for app content, as depicted in the example below:



- Buttons, ads, or other monetization that promote your other Google Play store listings but that are indistinguishable from app content, as depicted in the example below:



Here are some examples of inappropriate ad content that should not be displayed to children.

- **Inappropriate Media Content**: Ads for TV shows, movies, music albums, or any other media outlet that are not appropriate for children.
- **Inappropriate Video Games & Downloadable Software**: Ads for downloadable software and electronic video games that are not appropriate for children.
- **Controlled or Harmful Substances**: Ads for alcohol, tobacco, controlled substances, or any other harmful substances.
- **Gambling**: Ads for simulated gambling, contests or sweepstakes promotions, even if free to enter.
- **Adult and Sexually Suggestive Content**: Ads with sexual, sexually suggestive and mature content.
- **Dating or Relationships**: Ads for dating or adult relationship sites.
- **Violent Content**: Ads with violent and graphic content that is not appropriate for children.

Ads SDKs

If you serve ads in your app and your target audience only includes children, then you must use only Families self-certified ads SDK versions. If the target audience for your app includes both children and older users, you must implement age screening measures, such as a neutral age screen, and make sure that ads shown to children come exclusively from Google Play self-certified ads SDK versions.

Please refer to the Families Self-Certified Ads SDK Program policy page for more details on these requirements and refer here to see the current list of Families Self-Certified ads SDK versions.

If you use AdMob, refer to the AdMob Help Center for more details on their products.

It is your responsibility to ensure your app satisfies all requirements concerning advertisements, in-app purchases, and commercial content. Contact your ads SDK provider(s) to learn more about their content policies and advertising practices.

Families Self-Certified Ads SDK Policy

Google Play is committed to building a safe experience for children and families. A key part of this is to help ensure children only see ads that are appropriate for their age and that their data is handled appropriately. To achieve this goal, we require ads SDKs and mediation platforms to self-certify that they are appropriate for children and compliant with Google Play Developer Program Policies and Google Play Families Policies, including Families Self-Certified Ads SDK Program Requirements.

The Google Play Families Self-Certified Ads SDK Program is an important way for developers to identify which ads SDKs or mediation platforms have self-certified that they are appropriate for use in apps designed specifically for children.

Misrepresentation of any information about your SDK, including in your interest form application, may result in removal or suspension of your SDK from the Families Self-Certified Ads SDK Program, so it is important to provide accurate information.

Policy requirements

If your SDK or mediation platform serves apps that are part of the Google Play Families Program, you must comply with all Google Play Developer Policies, including the following requirements. Failure to satisfy any policy requirements may result in removal or suspension from the Families Self-Certified Ads SDK Program.

It is your responsibility to ensure that your SDK or mediation platform is compliant, so please be sure to review Google Play Developer Program Policies, Google Play Families Policies, and Families Self-Certified Ads SDK Program Requirements.

1. **Ad content:** Your ad content that is accessible to children must be appropriate for children.
   - You must (i) define objectionable ad content and behaviors and (ii) prohibit them in your terms or policies. The definitions should comply with Google Play Developer Program Policies.
   - You must also create a method to rate your ad creatives according to age appropriate groups. Age appropriate groups must at least include groups for Everyone and Mature. The rating methodology must align with the methodology that Google supplies to SDKs once they have filled out the interest form.
   - You must ensure that when real-time bidding is used to serve ads to children, the creatives have been reviewed and comply with the above requirements.
   - In addition, you must have a mechanism to visually identify creatives coming from your inventory (for example, watermarking the ad creative with a visual logo of your company or similar functionality).
2. **Ad format:** You must ensure that all ads displayed to child users follow the Families ad format requirements, and you must allow developers to select ad formats that are compliant with Google Play Families policy.
   - Advertising must not have deceptive content or be designed in a way that will result in inadvertent clicks from child users. Deceptive ads that force the user to click-through by using a dismiss button to trigger another ad, or by making ads suddenly appear in areas of the app where the user usually taps for another function are not allowed.
   - Disruptive advertising, including advertising that takes up the entire screen or interferes with normal use and does not provide a clear means to dismiss the ad (for example, Ad walls), is not allowed.

- Advertising that interferes with normal app use or game play, including rewarded or opt-in ads, must be closeable after 5 seconds.
- Multiple ad placements on a page are not allowed. For example, banner ads that show multiple offers in one placement or displaying more than one banner or video ad is not allowed.
- Advertising must be clearly distinguishable from app content. Offerwalls and immersive ads experiences that are not clearly identifiable as advertising by child users are not allowed.
- Advertising must not use shocking or emotionally manipulative tactics to encourage ads viewing.

3. **IBA/Remarketing:** You must ensure that ads displayed to child users do not involve interest-based advertising (advertising targeted at individual users who have certain characteristics based on their online browsing behavior) or remarketing (advertising targeted at individual users based on previous interaction with an app or website).
4. **Data practices:** You, the SDK provider, must be transparent in how you handle user data (for example, information collected from or about a user, including device information). That means disclosing your SDK's access, collection, use, and sharing of the data, and limiting the use of the data to the purposes disclosed. These Google Play requirements are in addition to any requirements prescribed by applicable privacy and data protection laws. You must disclose the collection of any personal and sensitive information from children including, but not limited to, authentication information, microphone and camera sensor data, device data, Android ID, and ad usage data.
   - You must allow developers, on a per-request or per-app basis, to request child-directed treatment for ad serving. Such treatment must be in compliance with applicable laws and regulations, such as the US Children's Online Privacy and Protection Act (COPPA) and the EU General Data Protection Regulation (GDPR) .
     - Google Play requires ads SDKs to disable personalized ads, interest based advertising, and remarketing as part of the child-directed treatment.
   - You must ensure that when real-time bidding is used to serve ads to children, the privacy indicators are propagated to the bidders.
   - You must not transmit AAID, SIM Serial, Build Serial, BSSID, MAC, SSID, IMEI, and/or IMSI from children or users of unknown age.
5. **Mediation Platforms:** When serving ads to children, you must:
   - Only use Families Self-Certified Ads SDKs or implement safeguards necessary to ensure that all ads served from mediation comply with these requirements; and
   - Pass information necessary to mediation platforms to indicate the ad content rating and any applicable child-directed treatment.
6. **Self-Certification and Compliance:** You must provide Google with sufficient information, such as information indicated in the interest form , to verify the ads SDK's policy compliance with all self-certification requirements including, but not limited to:
   - Providing an English language version of your SDK or Mediation Platform's Terms of Service, Privacy Policy, and Publisher Integration Guide
   - Submitting a sample test app which uses the latest compliant version of the ads SDK. The sample test app should be a fully built and executable Android APK that utilizes all the features of the SDK. Test app requirements:
     - Must be submitted as a fully-built and executable Android APK meant to run on a phone form factor.
     - Must use the latest released, or soon to be released version of the ads SDK that adheres to Google Play policies.
     - Must use all of the features of your ads SDK including calling your ads SDK to retrieve and display ads.
     - Must have full access to all live/serving ad inventories on the network via creatives requested through the test app.
     - Must not be restricted by geolocation.

- If your inventory is for a mixed audience, your test app must be capable of differentiating between requests for ad creatives from full inventory and the inventory suitable for kids or all age groups.
- Must not be restricted to specific ads within the inventory unless it is controlled by the neutral age screen.

7. You must respond in a timely manner to any subsequent requests for information and self-certify that all new version releases are compliant with the latest Google Play Developer Program Policies, including Families Policy Requirements.
8. **Legal compliance:** Families Self-Certified Ads SDKs must support ad serving that complies with all relevant statutes and regulations concerning children that may apply to their publishers.
   - You must ensure that your SDK or mediation platform is compliant with the U.S. Children's Online Privacy and Protection Act (COPPA) , E.U. General Data Protection Regulation (GDPR) , and any other applicable laws or regulations.

     Note: The word "children" can mean different things in different locales and in different contexts. It is important that you consult with your legal counsel to help determine what obligations and/or age-based restrictions may apply to your app. You know best how your app works so we are relying on you to help us make sure apps on Google Play are safe for families.

Please refer to the Families Self-Certified Ads SDK Program page for more details on Program requirements.

Enforcement

Avoiding a policy violation is always better than managing one, but when violations do occur, we're committed to ensuring developers understand how they can bring their app into compliance. Please let us know if you see any violations or have any questions about managing a violation .

Policy Coverage

Our policies apply to any content your app displays or links to, including any ads it shows to users and any user-generated content it hosts or links to. Further, they apply to any content from your developer account which is publicly displayed in Google Play, including your developer name and the landing page of your listed developer website.

We don't allow apps that let users install other apps to their devices. Apps that provide access to other apps, games, or software without installation, including features and experiences provided by third parties, must ensure that all the content they provide access to adheres to all Google Play policies and may also be subject to additional policy reviews.

Defined terms used in these policies have the same meaning as in the Developer Distribution Agreement (DDA). In addition to complying with these policies and the DDA, the content of your app must be rated in accordance with our Content Rating Guidelines.

We don't allow apps or app content that undermine user trust in the Google Play ecosystem. In assessing whether to include or remove apps from Google Play, we consider a number of factors including, but not limited to, a pattern of harmful behavior or high risk of abuse. We identify risk of abuse including, but not limited to, items such as app- and developer-specific complaints, news reporting, previous violation history, user feedback, and use of popular brands, characters, and other assets.

How Google Play Protect works

Google Play Protect checks apps when you install them. It also periodically scans your device. If it finds a potentially harmful app, it might:

- Send you a notification. To remove the app, tap the notification, then tap Uninstall.

- Disable the app until you uninstall it.
- Remove the app automatically. In most cases, if a harmful app has been detected, you will get a notification saying that the app was removed.

How malware protection works

To protect you against malicious third-party software, URLs and other security issues, Google may receive information about:

- Your device's network connections
- Potentially harmful URLs
- Operating system, and apps installed on your device through Google Play or other sources.

You may get a warning from Google about an app or URL that may be unsafe. The app or URL may be removed or blocked from installation by Google if it is known to be harmful to devices, data or users.

You can choose to disable some of these protections in your device settings. But Google may continue to receive information about apps installed through Google Play, and apps installed on your device from other sources may continue to be checked for security issues without sending information to Google.

How Privacy alerts work

Google Play Protect will alert you if an app is removed from the Google Play Store because the app may access your personal information and you'll have an option to uninstall the app.

Enforcement Process

When reviewing content or accounts to determine whether they are illegal or violate our policies, we take various information into consideration when making a decision, including app metadata (for example, app title, description), in-app experience, account information (for example, past history of policy violations), any third-party code in apps, and other information provided through reporting mechanisms (where applicable) and own-initiative reviews. Note that you are responsible for ensuring that any third-party code (for example, an SDK) used in your app, and such third party's practices with respect to your app, are compliant with all Google Play Developer Program policies.

If your app or developer account violates any of our policies, we'll take appropriate action as outlined below. In addition, we'll provide you with relevant information about the action we've taken via email along with instructions on how to appeal if you believe we've taken action in error.

Please note that removal or administrative notices may not indicate each and every policy violation present in your account, app, or broader app catalog. Developers are responsible for addressing any policy issue and conducting extra due diligence to ensure that the remainder of their app or account is fully policy compliant. Failure to address policy violations in your account and all of your apps may result in additional enforcement actions.

Repeated or serious violations (such as malware, fraud, and apps that may cause user or device harm) of these policies or the Developer Distribution Agreement (DDA) will result in termination of individual or related Google Play Developer accounts.

Enforcement Actions

Different enforcement actions can impact your apps in different ways. We use a combination of human and automated evaluation to review apps and app content to detect and assess content which violates our policies and is harmful to users and the overall Google Play ecosystem. Using automated models helps us detect more violations and evaluate potential issues faster, which helps keep Google Play safe for everyone. The policy-violating content is either removed by our automated models or, where a more nuanced determination is required, it is flagged for further review by trained operators and analysts who conduct content evaluations, for example because an understanding of the context of the piece

of content is required. The results of these manual reviews are then used to help build training data to further improve our machine learning models.

The following section describes the various actions Google Play may take, and the impact to your app and/or your Google Play Developer account.

Unless otherwise noted in an enforcement communication, these actions affect all regions. For example, if your app is suspended, it will be unavailable in all regions. In addition, unless otherwise noted, these actions will remain in effect unless you appeal the action and the appeal is granted.

Rejection

- A new app or app update submitted for review will not be made available on Google Play.
- If an update to an existing app was rejected, the app version published prior to the update will remain available on Google Play.
- Rejections don't impact your access to a rejected app's existing user installs, statistics, and ratings.
- Rejections don't impact the standing of your Google Play Developer account.

Note: Do not attempt to resubmit a rejected app until you've fixed all the policy violations.

Removal

- The app, along with any previous versions of that app, are removed from Google Play and will no longer be available for users to download.
- Because the app is removed, users will not be able to see the app's store listing. This information will be restored once you submit a policy-compliant update for the removed app.
- Users may not be able to make any in-app purchases, or utilize any in-app billing features in the app until a policy-compliant version is approved by Google Play.
- Removals don't immediately impact the standing of your Google Play Developer account, but multiple removals may result in a suspension.

Note: Don't attempt to republish a removed app until you've fixed all policy violations.

Suspension

- The app, along with any previous versions of that app, are removed from Google Play and will no longer be available for users to download.
- Suspension can occur as the result of egregious or multiple policy violations, as well as repeated app rejections or removals.
- Because the app is suspended, users will not be able to see the app's store listing.
- You can no longer use a suspended app's APK or app bundle.
- Users will not be able to make any in-app purchases, or utilize any in-app billing features in the app.
- Suspensions count as strikes against the good standing of your Google Play Developer account. Multiple strikes can result in the termination of individual and related Google Play Developer accounts.

Limited Visibility

- Your app's discoverability on Google Play is restricted. Your app will remain available on Google Play and can be accessed by users with a direct link to the app's store listing.
- Having your app placed in a Limited Visibility state doesn't impact the standing of your Google Play Developer account.
- Having your app placed in a Limited Visibility state doesn't impact users' ability to see the app's existing store listing.

Limited Regions

- Your app can only be downloaded by users through Google Play in certain regions.

- Users from other regions will not be able to find the app on the Play Store.
- Users who previously installed the app can continue to use it on their device but will no longer receive updates.
- Region limiting does not impact the standing of your Google Play Developer account.

Restricted Developer Account

- When your developer account is in a restricted state, all apps in your catalog will be removed from Google Play and you will no longer be able to publish new apps or republish existing apps. You will still be able to access the Play Console.
- Because all apps are removed, users will not be able to see your app's store listing and your developer profile.
- Your current users will not be able to make any in-app purchases or utilize any in-app billing features of your apps.
- You can still use the Play Console to provide more information to Google Play and amend your account information.
- You will be able to republish your apps once you have fixed all policy violations.

Account Termination

- When your developer account is terminated, all apps in your catalog will be removed from Google Play and you will no longer be able to publish new apps. This also means that any related Google Play developer accounts will also be permanently suspended.
- Multiple suspensions or suspensions for egregious policy violations may also result in the termination of your Play Console account.
- Because the apps within the terminated account are removed, users will not be able to see your apps' store listing and your developer profile.
- Your current users will not be able to make any in-app purchases, or utilize any in-app billing features of your apps.

Note: Any new account that you try to open will be terminated as well (without a refund of the developer registration fee), so please do not attempt to register for a new Play Console account while one of your other accounts are terminated.

Dormant Accounts

Dormant accounts are developer accounts that are inactive or abandoned. Dormant accounts are not in good standing as required by the Developer Distribution Agreement .

Google Play Developer Accounts are intended for active developers who publish and actively maintain apps. To prevent abuse, we close accounts that are dormant or not used or otherwise significantly engaged (for example, for publishing and updating apps, accessing statistics, or managing store listings) on a regular basis.

Dormant account closure will result in your account being closed. Any reports, statistics, insights, or other information within Play Console will no longer be available to you unless your dormant account is reinstated. Your registration fee is not refundable and will be forfeited. Before we close your dormant account, we will notify you using the contact information that you provided for that account.

Closure of a dormant account will not limit your ability to create a new account in the future if you decide to publish on Google Play.

Managing and Reporting Policy Violations

Appealing an Enforcement Action

We will reinstate applications if an error was made, and we find that your application does not violate the Google Play Program Policies and Developer Distribution Agreement. If you've reviewed the policies carefully and feel that our decision may have been in error, please follow the instructions provided to you in the enforcement email notification or click here to appeal our decision.

Additional Resources

If you need more information regarding an enforcement action or a rating/comment from a user, you may refer to some of the resources below or contact us through the Google Play Help Center. We cannot, however, offer you legal advice. If you need legal advice, please consult your legal counsel.

- App verification
- Report a policy violation
- Contact Google Play about an account termination or app removal
- Fair warnings
- Report inappropriate apps & comments
- My app has been removed from Google Play
- Understanding Google Play developer account terminations

Play Console Requirements

To ensure the safety and security of our vibrant app ecosystem, Google Play requires all developers to complete Play Console requirements, including any profiles that are linked to your Play Console developer account. Verified information will be shown on Google Play to help users build trust and confidence with developers. Learn more about the information that's displayed on Google Play.

Google Play offers two developer account types: Personal and Organization. Selecting the correct type of developer account and completing the necessary verifications is key to a smooth onboarding experience. Learn more about choosing a developer account type.

When creating your Play Console account, developers providing the following services must register as an Organization:

- Financial products and services, including but not limited to banking, loans, stock trading, investment funds, cryptocurrency software wallets, and cryptocurrency exchanges. Learn more about the Financial Services policy.
- Health apps, such as Medical apps and Human Subjects Research apps. Learn more about Health app categories.
- Apps approved to use the VpnService class. Learn more about the VPN Service policy.
- Government apps, including apps developed by or on behalf of a government agency.

Once you've selected an account type, you must:

- Accurately provide your developer account information, including the following details:
  - Legal name and address
  - D-U-N-S number, if registering as an organization
  - Contact email address and phone number
  - Developer email address and phone number shown on Google Play where applicable
  - Payment methods where applicable
  - Google payment profile linked to your developer account
- If registering as an organization, ensure that your developer account information is up to date and consistent with the details stored on your Dun & Bradstreet profile

Before you submit your app, you must:

- Accurately provide all app information and metadata

- Upload your app's privacy policy and fill out your Data safety section requirements
- Provide an active demo account, login information, and all other resources needed for Google Play to review your app (specifically, login credentials, QR code, etc.)

As always, you should make sure that your app provides a stable, engaging, responsive user experience; double check that everything in your app, including ad networks, analytics services, and third-party SDKs, complies with Google Play Developer Program Policies; and if your app target audience includes children, be sure to comply with our Families policy.

Remember, it is your responsibility to review the Developer Distribution Agreement and all Developer Program Policies to ensure that your app fully complies.

Developer Distribution Agreement

Need more help?

Try these next steps:



Post to the help community

Get answers from community members



Contact us

Tell us more and we'll help you get there

Firebase Paid Services Terms of Service

Terms last modified: January 15, 2021 | Previous versions (#previous_versions)

This Google Firebase Paid Services Agreement and the Google API Terms of Service (together, this "Agreement") are entered into by Google and the entity or individual using the Service ("Customer"). This Agreement governs Customer access to and use of Google Firebase Paid Services (the "Paid Services," identified at https://firebase.google.com/terms) and is effective as of the date Customer clicks to accept the Agreement (the "Effective Date"). BY CLICKING THE "I ACCEPT" BUTTON, COMPLETING THE REGISTRATION PROCESS, OR USING THE SERVICE, YOU ACKNOWLEDGE THAT (I) YOU HAVE REVIEWED AND ACCEPT THIS AGREEMENT, (II) ARE AUTHORIZED TO ACT ON BEHALF OF, AND BIND TO THIS AGREEMENT, THE OWNER OF THIS SERVICE ACCOUNT, AND (III) YOUR USE OF THE PAID SERVICES IS FOR COMMERCIAL/BUSINESS PURPOSES ONLY AND NOT FOR CONSUMER USE. If you do not have the legal authority to enter this Agreement, do not understand this Agreement, or don't agree to any of its terms, please do not click to accept, or use the Paid Services. In consideration of the foregoing, the parties agree as follows:

1. Provision of the Paid Services

1.1: The Paid Services are services provided by Google using the Google Cloud Platform as an underlying provisioning and billing framework. This Agreement does not govern Customer's direct use of any Google Cloud Platform service that is governed by the Google Cloud Platform Terms of Service or that is subject to a separate Google Cloud Platform SKU.

1.2: New Applications and Services. Google may make new applications, tools, features or functionality related to the Paid Services available from time to time the use of which may be contingent upon Customer's agreement to additional terms.

1.3: Changes to the Services. Google may make changes to the Paid Services at any time.

1.4: Changes to this Agreement. Google may make changes to this Agreement, including Fees (and any linked documents) from time to time. Google will post any changes to this Agreement to firebase.google.com/terms, and all changes will be effective immediately after

posting. Google advises Customer to review the latest version of the Agreement at firebase.google.com/terms prior to using the Paid Services to stay informed of the most current Agreement terms applicable to such use. The foregoing notwithstanding, unless otherwise noted by Google, material changes to the Agreement will become effective 14 days after they are posted to firebase.google.com/terms, except if the changes apply to new functionality or are required by applicable law in which case they will be effective immediately after they are posted to firebase.google.com/terms. If Customer does not agree to any changes to the Agreement, Customer will stop using the Paid Services. Any use of the Paid Services after the posting and effective date of any changes to the Agreement to firebase.google.com/terms will constitute Customer's acceptance of the Agreement as modified.

1.5: Data Location. For certain Paid Services, Customer may select the region(s) Customer Data will be stored ("Data Location Selection"), and Google will store that Customer Data at rest in the selected region(s). The Data Location Selection does not limit the locations from which Customer or Customer End Users may access Customer Data or to which they may move Customer Data and may not apply to Customer Data used with other Google products or services. For purposes of this section, Customer Data does not include resource identifiers, attributes, or other data labels. If a Data Location Selection is not available for the Paid Services (or a Data Location Selection is not made by Customer with respect to any Customer Data), Google may process and store the Customer Data anywhere Google or its agents maintain facilities.

1.6: Transient Storage. Customer Data may be stored transiently or cached in any country in which Google or its agents maintain facilities.

1.7: SLA. The Service Level Agreements for Google Firebase services, if applicable, including the Paid Services, are set forth at https://firebase.google.com/terms/service-level-agreement (/terms/service-level-agreement).

2. Payments Terms

2.1: Free Quota. Certain Services are provided to Customer without charge up to the Fee Threshold, as applicable.

2.2: Online Billing. At the end of the applicable Fee Accrual Period, Google will issue an electronic bill to Customer for all charges accrued based on (i) Customer's use of the Services

during the previous Fee Accrual Period (including, if any, the relevant Fee for TSS set forth in the Fees definition below), and/or (ii) any Package Purchases selected. For use above the Fee Threshold, Customer will be responsible for all Fees up to the amount set in the Account and will pay all Fees in the currency set forth in the invoice. Customer will pay all Fees in accordance with the payment terms applicable to the Fees. Google's measurement of Customer's use of the Services is final. Google has no obligation to provide multiple bills.

2.3: Taxes. Customer is responsible for any Taxes, and Customer will pay Google for the Paid Services without any reduction for taxes. If Google is obligated to collect or pay Taxes, the Taxes will be invoiced to Customer, unless Customer provides Google with a timely and valid tax exemption certificate authorized by the appropriate taxing authority. In some states the sales tax is due on the total purchase price at the time of sale and must be invoiced and collected at the time of the sale. If Customer is required by law to withhold any taxes from its payments to Google, Customer must provide Google with an official tax receipt or other appropriate documentation to support such withholding.

2.4: Invoice Disputes & Refunds. To the fullest extent permitted by law, Customer waives all claims relating to Fees unless claimed within sixty days after charged (this does not affect any Customer rights with its credit card issuer). Refunds (if any) are at the discretion of Google and will only be in the form of credit for the Paid Services. Nothing in this Agreement obligates Google to extend credit to any party.

2.5: Delinquent Payments. Late payments may bear interest at the rate of 1.5% per month (or the highest rate permitted by law, if less). Google reserves the right to suspend Customer's Account, for any late payments.

2.6: Changes to Fees. Google may change Fees at any time.

3. Restrictions

3.1: Compliance. Customer is solely responsible for its Customer Data and for making sure its (and end users') use of the Paid Services comply with the terms of this Agreement. Customer is responsible for ensuring all end users comply with Customer's obligations under the Agreement.

3.2: High Risk Activities. Customer will not, and will not allow third parties under its direction to use the Paid Services for High Risk Activities.

3.3: Application and No Multiple Accounts or Bills. Any Application must have material value independent from the Paid Services. Google has no obligation to provide multiple bills or Accounts to Customer under the Agreement.

4. Confidentiality.

Neither party will use or disclose the other party's Confidential Information without the other's prior written consent except for the purpose of performing its obligations under this Agreement or if required by law, regulation or court order; in which case, the party being compelled to disclose Confidential Information will give the other party as much notice as is reasonably practicable prior to disclosing the Confidential Information if permitted by law.

5. Term and Termination.

5.1: Agreement Term. This Agreement will remain in effect until terminated by either party. Google reserves the right to terminate this Agreement with Customer for any reason and at any time without liability or other obligation to you.

5.2: Termination of Services. Customer may stop using the Paid Services at any time. Google may discontinue the Paid Services or any portion or feature for any reason at any time without liability to Customer, except as limited in any applicable deprecation policy.

5.3: Effect of Termination. If the Agreement expires or is terminated, then: (i) the rights granted by one party to the other will immediately cease; (ii) all Fees (including Taxes) owed by Customer to Google are immediately due upon receipt of the final invoice; (iii) Customer will cease all use of the Paid Services; (iv) upon request, each party will use commercially reasonable efforts to return or destroy all Confidential Information of the other party.

6. Disclaimer.

EXCEPT AS EXPRESSLY PROVIDED FOR HEREIN, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, GOOGLE AND ITS SUPPLIERS DO NOT MAKE ANY WARRANTY OF ANY KIND RELATED TO THE PAID SERVICES, WHETHER EXPRESS, IMPLIED, STATUTORY OR

OTHERWISE, INCLUDING WITHOUT LIMITATION WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR USE AND NONINFRINGEMENT. GOOGLE AND ITS SUPPLIERS ARE NOT RESPONSIBLE OR LIABLE FOR THE DELETION OF OR FAILURE TO STORE ANY CUSTOMER DATA AND OTHER COMMUNICATIONS MAINTAINED OR TRANSMITTED THROUGH USE OF THE PAID SERVICES. CUSTOMER IS SOLELY RESPONSIBLE FOR SECURING AND BACKING UP ITS APPLICATION, PROJECT, AND CUSTOMER DATA. NEITHER GOOGLE, NOR ITS SUPPLIERS OR LICENSEES, WARRANT THAT THE OPERATION OF THE PAID SERVICES WILL BE ERROR-FREE, MALWARE- FREE, OR UNINTERRUPTED. THE PAID SERVICES ARE NOT DESIGNED, MANUFACTURED, OR INTENDED FOR HIGH RISK ACTIVITIES.

7. Limitation of Liability.

7.1: Limitation on Indirect Liability. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW NEITHER GOOGLE NOR GOOGLE'S SUPPLIERS, WILL BE LIABLE UNDER THIS AGREEMENT FOR LOST REVENUES OR INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY, OR PUNITIVE DAMAGES, EVEN IF GOOGLE OR ITS SUPPLIERS KNEW OR SHOULD HAVE KNOWN THAT SUCH DAMAGES WERE POSSIBLE AND EVEN IF DIRECT DAMAGES DO NOT SATISFY A REMEDY.

7.2: Limitation on Amount of Liability. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, NEITHER GOOGLE NOR GOOGLE'S SUPPLIERS, MAY BE HELD LIABLE UNDER THIS AGREEMENT FOR MORE THAN THE AMOUNT PAID BY CUSTOMER TO GOOGLE FOR USE OF THE PAID SERVICES DURING THE SIX (6) MONTHS PRIOR TO THE EVENT GIVING RISE TO LIABILITY.

7.3: IN ALL CASES, GOOGLE, AND ITS SUPPLIERS AND DISTRIBUTORS, WILL NOT BE LIABLE FOR ANY EXPENSE, LOSS, OR DAMAGE THAT IS NOT REASONABLY FORESEEABLE.

7.4: Indemnification. Customer will defend and indemnify Google and its Affiliates, officers, directors, and employees against all liabilities, damages, losses, costs, fees (including legal fees), and expenses relating to any allegation or third-party legal proceeding to the extent arising from: (i) any Application, Project, Instance, or Customer Data; or (ii) Customer's, or its end users', use of the Paid Services. Google and its Affiliates, officers, directors, and employees reserve the right, at their own expense, to assume the exclusive defense and control of any matter subject to indemnification by Customer.

7.5: Remedies.

7.5.1: If Google reasonably believes the Paid Services might infringe a third party's Intellectual Property Rights, then Google may, at its sole option and expense: (a) procure the right for Customer to continue using the Paid Services; (b) modify the Paid Services to make it non-infringing without materially reducing their functionality; or (c) replace the Paid Services with a non-infringing, functionally equivalent alternative.

7.5.2: If Google does not believe the remedies in Section 7.5.1 are commercially reasonable, then Google may suspend or terminate Customer's use of the Paid Services.

7.6: Sole Rights and Obligations. Without affecting either party's termination rights, this Section 7 states the parties' only rights and obligations under this Agreement for Intellectual Property Rights-related Allegations and third-party legal proceedings.

8. U.S. Federal Agency Users.

The Paid Services were developed solely at private expense and are commercial computer software and related documentation within the meaning of the applicable Federal Acquisition Regulation and agency supplements thereto.

9. Miscellaneous

9.1: Assignment. Neither party may assign any part of this Agreement without the written consent of the other, except to an Affiliate where: (a) the assignee has agreed in writing to be bound by the terms of this Agreement; (b) the assigning party remains liable for obligations under the Agreement if the assignee defaults on them; and (c) the assigning party has notified the other party of the assignment. Any other attempt to assign is void.

9.2: Change of Control. If a party experiences a change of Control (for example, through a stock purchase or sale, merger, or other form of corporate transaction): (a) that party will give written notice to the other party within thirty (30) days after the change of Control; and (b) the other party may immediately terminate this Agreement any time between the change of Control and thirty days after it receives that written notice.

9.3: Force Majeure. Neither party will be liable for failure or delay in performance to the extent caused by circumstances beyond its reasonable control.

9.4: No Waiver. Neither party will be treated as having waived any rights by not exercising (or delaying the exercise of) any rights under this Agreement.

9.5: Severability. If any term (or part of a term) of this Agreement is invalid, illegal or unenforceable, the rest of the Agreement will remain in effect.

9.6: Survival. In addition to the survival of any terms under Section 8 of the Google API Terms of Service (https://developers.google.com/terms/), the following Sections of this Google Firebase Paid Services Agreement will survive expiration or termination of this Agreement: 2, 4, 5.3, 6, 7, and 9.

9.7: Entire Agreement. This Agreement sets out all terms agreed between the parties and supersedes all other agreements between the parties relating to its subject matter. In entering into this Agreement, neither party has relied on, and neither party will have any right or remedy based on, any statement, representation or warranty (whether made negligently or innocently), except those expressly set out in this Agreement. The terms located at a URL referenced in this Agreement and the Documentation are incorporated by reference into the Agreement. After the Effective Date, Google may provide an updated URL in place of any URL in this Agreement.

9.8: Definitions.

"Account" means Customer's Google-authorized and approved account to use the Paid Services.

"Admin Console" means the online console(s) and/or tool(s) provided by Google to Customer for administering the Paid Services.

"Affiliate" means any entity that directly or indirectly Controls, is Controlled by, or is under common Control with a party.

"Allegation" means an unaffiliated third party's allegation.

"Application(s)" means any web or other application Customer creates using the Paid Services, including any Customer-written source code to be hosted in an Instance or used with the Paid Services.

"Confidential Information" means information that one party (or an Affiliate) discloses to the other party under this Agreement, and which is marked as confidential or would normally under the circumstances be considered confidential information. It does not include information that is independently developed by the recipient, is rightfully given to the recipient

by a third party without confidentiality obligations, or becomes public through no fault of the recipient. Subject to the preceding sentence, Customer Data is considered Customer's Confidential Information.

"Control" means control of greater than fifty percent of the voting rights or equity interests of a party.

"Customer Data" means content provided to Google by Customer (or at its direction) via the Paid Services.

"Documentation" means the Google documentation (as may be updated from time to time) in the form generally made available by Google to its customers for use of the Paid Services (including any related information provided via email).

"End Users" means the individuals that Customer permits to use an Application or other services from Customer using the Paid Services.

"Fees" means the applicable fees for each Service and any applicable Taxes. The Fees for each Service are set forth here: https://firebase.google.com/pricing/ (/pricing).

"Fee Accrual Period" means a calendar month or another period specified by Google in the Admin Console.

"Fee Threshold" means the threshold (as may be updated from time to time), as applicable for certain Paid Services, as set forth here: https://firebase.google.com/pricing/ (/pricing).

"Google" has the meaning given at https://cloud.google.com/terms/google-entity (https://cloud.google.com/terms/google-entity).

"High Risk Activities" means uses such as the operation of nuclear facilities, air traffic control, or life support systems, where the use or failure of the Services could lead to death, personal injury, or environmental damage.

"Instance" means a virtual machine instance, configured and managed by Customer.

"Intellectual Property Rights" means current and future worldwide rights under patent, copyright, trade secret, trademark, or moral rights laws, and other similar rights.

"Package Purchase" means Customer's commitment to purchase a specified package of the Paid Services over a specified period of time, whether Customer uses those Paid Services or not. A Package Purchase may be made using the Admin Console or other applicable ordering document.

"Project" means a grouping of computing, storage, and API resources for Customer, and via which Customer may use the Paid Services.

"Taxes" means any duties, customs fees, or taxes (other than Google's income tax) associated with the purchase of the Services, including any related penalties or interest.

"TSS" means the technical support service provided by Google to Customer under any applicable documentation provided by Google.

10. Regional Terms.

Customer agrees to the following modifications to the Agreement if Customer orders Services from the applicable Google entity as described below:

Asia Pacific—Indonesia

PT Google Cloud Indonesia	1. A new section 5.4 is added: 5.4. Termination waiver. The parties agree to waive any provisions under any applicable laws to the extent that a court decisions or order is required for the cancellation of this Agreement. 2. A new Section 9.8. (Conflicting Language) is added: 9.8. Conflicting Languages. This Agreement is made in the Indonesian and the English language. Both versions are equally authentic. In the event of any inconsistency or different interpretation between the Indonesian version and the English version, the parties agree to amend the Indonesian version to make the relevant part of the Indonesian version consistent with the relevant part of the English version. The Indonesian version of this Agreement is accessible at https://firebase.google.com/terms/billing/?hl=id (https://firebase.google.com/terms/billing/?hl=id).

Previous versions

- July 21, 2020 (/terms/billing/20200721)
- March 26, 2020 (/terms/billing/20200326)
- July 31, 2019 (/terms/billing/20190731)

- October 31, 2018 (/terms/billing/20181031)
- October 1, 2018 (/terms/billing/20181001)
- April 9, 2018 (/terms/billing/20180409)
- November 1, 2016 (/terms/billing/20161101)
- May 6, 2016 (/terms/billing/20160506)

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Firestore Service Level Agreement (SLA)

During the Term of the agreement under which Google has agreed to provide Google Cloud Platform to Customer (as applicable, the "Agreement"), the Covered Service will provide a Monthly Uptime Percentage to Customer as follows (the "Service Level Objective" or "SLO"):

Cloud Regions (excluding Mexico and Stockholm)

Covered Service	Monthly Uptime Percentage
Firestore Multi-Region	>= 99.999%
Firestore Regional	>= 99.99%

Cloud Regions - Mexico and Stockholm

Covered Service	Monthly Uptime Percentage
Firestore Multi-Region	>= 99.999%

Firestore Regional	>= 99.95%

If Google does not meet the SLO, and if Customer meets its obligations under this SLA, Customer will be eligible to receive the Financial Credits described below. Monthly Uptime Percentage and Financial Credit are determined on a calendar month basis per Project per Region. This SLA states Customer's sole and exclusive remedy for any failure by Google to meet the SLO. Capitalized terms used in this SLA, but not defined in this SLA, have the meaning set forth in the Agreement. If the Agreement authorizes the resale or supply of Google Cloud Platform under a Google Cloud partner or reseller program, then all references to Customer in this SLA mean Partner or Reseller (as applicable), and any Financial Credit(s) will only apply for impacted Partner or Reseller order(s) under the Agreement.

Definitions

The following definitions apply to the SLA:

- **"Back-off Requirements"** means, when an error occurs, the Application is responsible for waiting for a period of time before retrying the request. This means that after the first error, there is a minimum back-off interval of 1 second and for each consecutive error, the back-off interval increases exponentially up to 32 seconds.
- **"Covered Service"** means Firestore.
- **"Downtime"** means more than a five percent Error Rate. Downtime is measured based on server side Error Rate.
- **"Downtime Period"** means a period of five consecutive minutes of Downtime. Intermittent Downtime for a period of less than five minutes will not be counted towards any Downtime Periods.
- **"Error Rate"** means the number of Valid Requests that result in a response with HTTP Status 500 and Code "Internal Error", "Unknown", or "Unavailable" divided by the total number of Valid Requests during that period. Repeated identical requests do not count towards the Error Rate unless they conform to the Back-off Requirements.
- **"Financial Credit"** means the following for Firestore Multi-Region in Cloud Regions (excluding Mexico and Stockholm):

Monthly Uptime Percentage	Percentage of monthly bill for Firestore Multi-Region which does not meet SLO that will be credited to future monthly bills of Customer
99.0% – < 99.999%	10%
95.0% – < 99.0%	25%
< 95.0%	50%

- **"Financial Credit"** means the following for Firestore Regional in Cloud Regions (excluding Mexico and Stockholm):

Monthly Uptime Percentage	Percentage of monthly bill for Firestore Regional which does not meet SLO that will be credited to future monthly bills of Customer
99.0% – < 99.99%	10%

95.0% – < 99.0%	25%
< 95.0%	50%

- **"Financial Credit"** means the following for Firestore Multi-Region in Cloud Regions - Mexico and Stockholm:

Monthly Uptime Percentage	Percentage of monthly bill for Firestore Multi-Region which does not meet SLO that will be credited to future monthly bills of Customer
99.0% – < 99.999%	10%
95.0% – < 99.0%	25%
< 95.0%	50%

- **"Financial Credit"** means the following for Firestore Regional in Cloud Regions - Mexico and Stockholm:

Monthly Uptime Percentage	Percentage of monthly bill for Firestore Regional which does not meet SLO that will be credited to future monthly bills of Customer
99.0% – < 99.95%	10%
95.0% – < 99.0%	25%
< 95.0%	50%

- **"Monthly Uptime Percentage"** means total number of minutes in a month, minus the number of minutes of Downtime suffered from all Downtime Periods in a month, divided by the total number of minutes in a month.
- **"Region"** means the applicable region identified at https://cloud.google.com/about/locations.
- **"Valid Requests"** are requests that conform to the Documentation, and that would normally result in a non-error response.

Customer Must Request Financial Credit

In order to receive any of the Financial Credits described above, Customer must notify Google technical support within thirty days from the time Customer becomes eligible to receive a Financial Credit. Failure to comply with this requirement will forfeit Customer's right to receive a Financial Credit.

Maximum Financial Credit

The aggregate maximum number of Financial Credits to be issued by Google to Customer for any and all Downtime Periods that occur in a single billing month will not exceed 50% of the amount due by Customer for the applicable Covered Service for the applicable month. Financial Credits will be made in the form of a monetary credit applied to future use of the Service and will be applied within 60 days after the Financial Credit was requested.

SLA Exclusions

The SLA does not apply to any: (a) features or Services designated Alpha or Beta (unless otherwise set forth in the associated Documentation), (b) features or Services excluded from the SLA (in the associated Documentation) or (c) errors: (i) caused by factors outside of Google's reasonable control; (ii) that resulted from Customer's software or hardware or third party software or hardware, or both; (iii) that resulted from abuses or other behaviors that violate the Agreement; or (iv) that resulted from quotas listed in the Admin Console.

PREVIOUS VERSIONS *(Last modified March 4, 2025)*

November 18, 2024 January 9, 2020 July 24, 2018

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Google Cloud Terms of Service

New to Google Cloud? A quick overview of Google Cloud's online contracting can be found here (/terms/overview).

- For translations of this Agreement into other languages, please click on the appropriate link: Bahasa Indonesia (https://services.google.com/fh/files/misc/id-google-cloud-terms-of-service.pdf), Deutsch (https://services.google.com/fh/files/misc/de-google-cloud-terms-of-service.pdf), Español (Latinoamérica) (https://services.google.com/fh/files/misc/es-419-google-cloud-terms-of-service.pdf), Français (https://services.google.com/fh/files/misc/fr-google-cloud-terms-of-service.pdf), Italiano (https://services.google.com/fh/files/misc/it-google-cloud-terms-of-service.pdf), Nederlands (https://services.google.com/fh/files/misc/nl-google-cloud-terms-of-service.pdf), Português (https://services.google.com/fh/files/misc/pt-br-google-cloud-terms-of-service.pdf), 한국어 (https://services.google.com/fh/files/misc/ko-google-cloud-terms-of-service.pdf), 日本語 (https://services.google.com/fh/files/misc/ja-google-cloud-terms-of-service.pdf)

If you are accessing the Services as a customer of an unaffiliated Google Cloud reseller, these terms will apply to you in relation to your use of the Services (subject to the "Resold Customers" section of the applicable Service Specific Terms). Notwithstanding the applicability of these terms, if you fall under one of the exempt categories described at https://cloud.google.com/terms/direct-tos-exemptions (https://cloud.google.com/terms/direct-tos-exemptions) for the applicable Services, these terms do not apply to you, unless you and Google agree otherwise in writing. If you become exempt from these terms after the Effective Date, this will not affect any liability arising between the parties prior to the date that you become exempt.

If you signed an offline variant of this Agreement for use of the Google Cloud Platform Services, Google Workspace Services, SecOps Services, or Looker

(original) Services under the same Google Cloud Platform Services, Google Workspace, SecOps Services or Looker (original) Services Account, the terms below do not apply to you, and your offline terms govern your use of the applicable Services.

These Google Cloud Terms of Service (together, the "Agreement") are entered into by Google and the entity or person agreeing to these terms ("Customer") and govern Customer's access to and use of the Services. "Google" has the meaning given at https://cloud.google.com/terms/google-entity (https://cloud.google.com/terms/google-entity).

This Agreement is effective when Customer clicks to accept or otherwise agrees to it (the "Effective Date"). If you are accepting on behalf of Customer, you represent and warrant that (i) you have full legal authority to bind Customer to this Agreement; (ii) you have read and understand this Agreement; and (iii) you agree, on behalf of Customer, to this Agreement.

1. Provision of the Services.

1.1 *Services Use.* During the Term, Google will provide the Services in accordance with this Agreement, including the SLAs, and Customer may use the Services, and integrate the GCP Services and Looker (original) Services into any Customer Application that has material value independent of the Services, in accordance with this Agreement. For clarity, Customer may not integrate the Google Workspace Services or SecOps Services into Customer Applications or create or host Customer Applications using the Google Workspace Services or SecOps Services under this Agreement, and Customer may only integrate Looker (original) Services into a Customer Application as provided in the Service Specific Terms.

1.2 *Admin Console.* If applicable, Customer will have access to the Admin Console, through which Customer may manage its use of the Services.

1.3 *Accounts; Verification to Use GWS Services.*

(a) *Accounts.* Customer must have an Account to use the Services and is responsible for the information it provides to create the Account, the security of its passwords for the Account (including any keys for Google APIs) and for any use of its Account. Google has no obligation to provide multiple accounts to Customer.

(b) *Verification to use GWS Services*. Customer must verify a Domain Email Address or a Domain Name to use GWS Services. If Customer does not have valid permission to use the Domain Email Address or does not own or control the Domain Name, then Google will have no obligation to provide Customer with GWS Services and may delete the Account without notice.

1.4 *Updates*.

(a) *To the Services*. Google may make commercially reasonable updates to the Services from time to time.

(b) *To this Agreement*. Subject to subsections (i) and (ii), Google may make updates to this Agreement from time to time. Google will post any update to this Agreement to https://cloud.google.com/terms/ (https://cloud.google.com/terms/). This subsection 1.4(b) does not apply to updates to the URL Terms, which are governed by subsection 1.4(c) below.

(i) With respect to GCP Services and their corresponding TSS, unless otherwise noted by Google, material updates to this Agreement will become effective 30 days after they are posted. Notwithstanding the preceding sentence, to the extent any updates apply to new functionality or are required to comply with applicable law, they will be effective immediately. If Customer does not agree to any update to the Agreement regarding GCP or its TSS, Customer may stop using the GCP Services or TSS. Customer may also terminate this Agreement for convenience under Section 8.4 (Termination for Convenience). Customer's continued use of the GCP Services or TSS after a material update will constitute Customer's consent to such update.

(ii) With respect to GWS Services, SecOpS Services, and Looker (original) Services, and their respective corresponding TSS, material updates to this Agreement will only take effect if and when Customer's Order Term renews.

(c) *To the URL Terms*. Google may make commercially reasonable updates to the URL Terms from time to time by posting any such update at the relevant URL Term. Unless otherwise noted by Google, material updates to the URL Terms will become effective 30 days after they are posted. Notwithstanding the preceding sentence, to the extent the updates apply to new functionality or the Cloud Data Processing Addendum, or are required by applicable law, they will be effective immediately.

(d) *To the Cloud Data Processing Addendum.* Without limiting the generality of Section 1.4(c), Google may only update the Cloud Data Processing Addendum where such update is required to comply with applicable law or expressly permitted by the Cloud Data Processing Addendum, or where such update:

(i) is commercially reasonable;

(ii) does not result in a material reduction of the security of the Services;

(iii) does not expand the scope of or remove any restrictions on Google's processing of "Customer Personal Data," as described in the "Compliance with Customer's Instructions" Section of the Cloud Data Processing Addendum; and

(iv) does not otherwise have a material adverse impact on Customer's rights under the Cloud Data Processing Addendum.

(e) *Discontinuation of Services.* Subject to the last sentence in this Section 1.4(e) (Discontinuation of Services), Google will notify Customer at least 12 months before: (i) discontinuing any Service (or associated material functionality) unless Google replaces such discontinued Service or functionality with a materially similar Service or functionality; or (ii) significantly modifying a Customer-facing Google API in a backwards-incompatible manner. Nothing in this Section 1.4(e) (Discontinuation of Services) limits Google's ability to make changes required to comply with applicable law, address a material security risk, or avoid a substantial economic or material technical burden. This Section 1.4(e) (Discontinuation of Services) does not apply to pre-general availability Services, offerings, or functionality. For GWS Services, this Section 1.4(e) will only apply to Core Services and will not apply to Other Services.

1.5 *Software.* If Google makes Software available to Customer, including third-party software, Customer's use of any Software is subject to the applicable provisions in the Service Specific Terms.

2. Payment Terms.

2.1 *Billing.*

(a) *Billing Generally.*

Google will issue an electronic bill or invoice to Customer for all Fees, including, if applicable, Fees based on Customer's use of the Services during the applicable Fee Accrual Period and any relevant Fees for TSS. If Google reasonably determines based

on evidence available to Google that Customer is at risk of non-payment or that Customer's Account is potentially fraudulent, then Google may invoice or charge Customer more frequently. Customer will pay all Fees in the currency stated in the bill or invoice. If Customer pays by credit card, debit card, or other non-invoiced form of payment, Customer will pay all Fees immediately at the end of the Fee Accrual Period or when otherwise charged by Google. If Customer pays by invoice, Customer will pay Google all invoiced amounts by the Payment Due Date. For GCP Services and GWS Services, Customer may change its payment method to any other method that Google may enable, subject to acceptance by Customer of any additional terms applicable to that payment method. Unless required by law, Customer's obligation to pay all Fees is non-cancellable. For GCP Services, GWS Services, and Looker (original) Services, Google's measurement tools will be used to determine Customer's usage of the Services. Google has no obligation to provide multiple bills. Payments made via wire transfer must include the bank information provided by Google.

(b) *Billing Options for GWS Services*. This subsection 2.1(b) applies only to GWS Services. Customer may elect one of the billing options below or any other option offered by Google when Customer places its order for the Services:

(i) *Flexible Plan*. If Customer selects this option, Customer will not be committed to purchase the Services for a pre-defined term, but will pay Fees based on its daily usage of the Services, billed monthly in arrears. Any partial day of Services usage will be rounded up to a full day of Services usage for the purposes of calculating Fees.

(ii) *Annual/Fixed-Term Plan*. If Customer selects this option, Customer will be committed to purchasing the Services for one or more annual terms (as selected by Customer). Google will bill Customer according to the terms associated with Customer's elections on the Order Form.

Google may change its offering of billing options (including by limiting or ceasing to offer any billing option) upon 30 days' notice to Customer and any such change will take effect at the beginning of Customer's next Order Term. Billing options may not be available to all customers.

2.2 *Taxes*.

(a) Customer is responsible for any Taxes, and will pay Google for the Services without any reduction for Taxes. If Google is obligated to collect or pay any Taxes, the Taxes will be invoiced to Customer and Customer will pay such Taxes to Google,

unless Customer provides Google with a timely and valid tax exemption certificate in respect of those Taxes.

(b) Customer will provide Google with any applicable tax identification information that Google may require under applicable law to ensure its compliance with applicable tax regulations and authorities in applicable jurisdictions. Customer will be liable to pay (or reimburse Google for) any taxes, interest, penalties, or fines arising out of any mis-declaration by Customer.

2.3 *Payment Disputes & Refunds.* Any payment disputes must be submitted in good faith before the Payment Due Date. If Google, having reviewed the dispute in good faith, determines that certain billing inaccuracies are attributable to Google, Google will not issue a corrected invoice, but will instead issue a credit memo specifying the incorrect amount in the affected invoice. If a disputed invoice has not yet been paid, Google will apply the credit memo amount to a disputed invoice and Customer will be responsible for paying the resulting net balance due on that invoice. Refunds given by Google for billing inaccuracies under this Section will only be in the form of credit for the Services. Nothing in this Agreement obligates Google to extend credit to any party, and Google may revise or revoke any previously-extended credit at any time.

2.4 *Delinquent Payments; Suspension.* Late payments (which, for clarity, do not include amounts subject to a good faith payment dispute submitted before the Payment Due Date), may bear interest at the rate of 1.5% per month (or the highest rate permitted by law, if less) from the Payment Due Date until paid in full. Customer will be responsible for all reasonable expenses (including attorneys' fees) incurred by Google in collecting such delinquent amounts. Further, in the event of any late payment for the Services, Google may Suspend the Services.

2.5 *No Purchase Order Number Required.* Customer is obligated to pay all applicable Fees without any requirement for Google to provide a purchase order number on Google's invoice (or otherwise).

2.6 *Price Revisions.* Google may change the Prices at any time unless otherwise expressly agreed in an addendum or Order Form. For GWS Services and Looker (original) Services only, (a) Google will notify Customer at least 30 days in advance of any changes, and (b) Customer's pricing will change if and when Customer's Order Term renews after the 30-day period. If Customer objects to any change in Prices, Customer may terminate this Agreement for convenience under Section 8.4 (Termination for Convenience).

3. Customer Obligations.

3.1 *Compliance*. Customer will (a) ensure that Customer and its End Users' use of the Services complies with this Agreement, (b) use commercially reasonable efforts to prevent and terminate any unauthorized use of, or access to, the Services, and (c) promptly notify Google of any unauthorized use of, or access to, the Services, Account, or Customer's password of which Customer becomes aware. Google reserves the right to investigate any potential violation of the AUP by Customer, which may include reviewing Customer Applications, Customer Data, or Projects.

3.2 *Privacy*. Customer is responsible for any consents and notices required to permit (a) Customer's use and receipt of the Services and (b) Google's accessing, storing, and processing of data provided by Customer (including Customer Data, if applicable) under this Agreement.

3.3 *Restrictions*. Customer will not, and will not allow End Users to, (a) copy, modify, or create a derivative work of the Services; (b) reverse engineer, decompile, translate, disassemble, or otherwise attempt to extract any or all of the source code of, the Services (except to the extent such restriction is expressly prohibited by applicable law); (c) sell, resell, sublicense, transfer, or distribute any or all of the Services; or (d) access or use the Services (i) for High Risk Activities; (ii) in violation of the AUP; (iii) in a manner intended to avoid incurring Fees (including creating multiple Customer Applications, Accounts, or Projects to simulate or act as a single Customer Application, Account, or Project (respectively)) or to circumvent Service-specific usage limits or quotas; (iv) to engage in cryptocurrency mining without Google's prior written approval; (v) to operate or enable any telecommunications service or in connection with any Customer Application that allows End Users to place calls or to receive calls from any public switched telephone network, unless otherwise described in the Service Specific Terms; (vi) to place or receive emergency service calls via the GWS Services, unless stated otherwise in the Service Specific Terms; (vii) for materials or activities that are subject to the International Traffic in Arms Regulations (ITAR) maintained by the United States Department of State; (viii) in a manner that breaches, or causes the breach of, Export Control Laws; or (ix) to transmit, store, or process health information subject to United States HIPAA regulations except as permitted by an executed HIPAA BAA.

3.4 *Documentation*. Google may provide Documentation for Customer's use of the Services.

3.5 *Copyright*. Google responds to notices of alleged copyright infringement and terminates the Accounts of repeat infringers in appropriate circumstances as required to maintain safe

harbor for online service providers under the U.S. Digital Millennium Copyright Act.

3.6 *Third-Party Content Enforcement (or GCP Services)*. If Customer's primary use of the GCP Services is to host third-party content or facilitate the sale of goods or services between third parties on its platform, Customer will take the following steps to enforce compliance with the AUP: (a) publish policies defining what content is prohibited on its platform (e.g., illegal content); (b) maintain a publicly accessible method (e.g., webform or email alias) to receive notices of violation of that policy (in addition to a monitored communications channel for Google); and (c) promptly review and address any such notices, and remove content where appropriate.

3.7 *Additional Terms for GWS Services*. The following terms apply only to GWS Services:

(a) *Additional Products and Third-Party Offerings*. Optional Additional Products and Third-Party Offerings may be available for use in conjunction with the Services, and may be enabled or disabled through the Admin Console. Any use of Additional Products is subject to the Additional Product Terms, which are incorporated by reference into the Agreement and which may be updated by Google from time to time. Any use of Third-Party Offerings is subject to separate terms and policies with the relevant service provider.

(b) *Administration of GWS Services*. Customer may specify through the Admin Console one or more Administrators who will have the right to access Admin Accounts. Customer is responsible for (i) maintaining the confidentiality and security of the End User Accounts and associated passwords and (ii) any use of the End User Accounts. Customer agrees that Google's responsibilities do not extend to the internal management or administration of the GWS Services for Customer or any End Users.

(c) *Abuse Monitoring*. Customer is solely responsible for monitoring, responding to, and otherwise processing emails sent to the "abuse" and "postmaster" aliases for Customer Domain Names, but Google may monitor emails sent to these aliases to allow Google to identify GWS Services abuse.

(d) *Requesting Additional End User Accounts During Order Term*. Customer may purchase additional End User Accounts during an Order Term by means of an additional Order Form or Reseller Order or by ordering via the Admin Console. Such additional End User Accounts will have a pro-rated term ending on the last day of the applicable Order Term.

4. Suspension.

4.1 *AUP Violations*. If Google becomes aware that Customer's or any End User's use of the Services violates the AUP, Google will notify Customer and request that Customer correct the violation. If Customer fails to correct the violation within 24 hours of Google's request, then Google may Suspend all or part of Customer's use of the Services until the violation is corrected. For GWS Services, Suspension of the Services may include removal or unsharing of content that violates the AUP.

4.2 *Other Suspension*. Notwithstanding Section 4.1 (AUP Violations), Google may immediately Suspend all or part of Customer's use of the Services if (a) Google reasonably believes Suspension is needed to protect the Services, Google's infrastructure supporting the Services, or any other customer of the Services (or their end users); (b) there is suspected unauthorized third-party access to the Services; (c) Google reasonably believes that immediate Suspension is required to comply with any applicable law; or (d) Customer is in breach of Section 3.3 (Restrictions) or the Service Specific Terms. Google will lift any such Suspension when the circumstances giving rise to the Suspension have been resolved. At Customer's request, Google will, unless prohibited by applicable law, notify Customer of the basis for the Suspension as soon as is reasonably possible. For Suspension of End User Accounts for GWS Services, Google will provide Customer's Administrator the ability to restore End User Accounts in certain circumstances.

4.3 *Generative AI Safety and Abuse for GCP Services*. Google uses automated safety tools to detect abuse of Generative AI Services. Notwithstanding the "Handling of Prompts and Generated Output" section in the Service Specific Terms for GCP Services, if these tools detect potential abuse or violations of Google's AUP (https://cloud.google.com/terms/aup) or Prohibited Use Policy (https://policies.google.com/terms/generative-ai/use-policy), Google may log Customer prompts solely for the purpose of reviewing and determining whether a violation has occurred. See the Abuse Monitoring (https://cloud.google.com/vertex-ai/generative-ai/docs/learn/abuse-monitoring) documentation page for more information about how logging prompts impacts Customer's use of the GCP Services.

5. Intellectual Property Rights; Protection of Customer Data; Feedback; Using Brand Features within the GWS Services.

5.1 *Intellectual Property Rights*. Except as expressly stated in this Agreement, this Agreement does not grant either party any rights, implied or otherwise, to the other's content or any of the other's intellectual property. As between the parties, Customer

retains all Intellectual Property Rights in Customer Data and Customer Applications, and Google retains all Intellectual Property Rights in the Services and Software.

5.2 *Protection of Customer Data*. Google will only access, use, and otherwise process Customer Data in accordance with the Cloud Data Processing Addendum and will not access, use, or process Customer Data for any other purpose. Google has implemented and will maintain technical, organizational, and physical measures to protect Customer Data, as further described in the Cloud Data Processing Addendum. If you are accessing the Services as a customer of an unaffiliated Google Cloud reseller, this Section 5.2 (Protection of Customer Data) is subject to the "Resold Customers" section of the applicable Service Specific Terms.

5.3 *Customer Feedback*. At its option, Customer may provide feedback or suggestions about the Services to Google ("Feedback"). If Customer provides Feedback, then Google and its Affiliates may use that Feedback without restriction and without obligation to Customer.

5.4 *Using Brand Features Within the GWS Services*. Google will display within the GWS Services only those Customer Brand Features that Customer authorizes by uploading them into the GWS Services. Google will display those Customer Brand Features within designated areas of the web pages displaying the Services to Customer or its End Users. Customer may specify details of this use in the Admin Console. Google may also display Google Brand Features on such web pages to indicate that the GWS Services are provided by Google.

6. Technical Support Services.

6.1 *By Customer*. Customer is responsible for technical support of its Customer Applications and Projects.

6.2 *By Google*. Subject to payment of applicable support Fees, Google will provide TSS to Customer during the Term in accordance with the TSS Guidelines. Certain TSS levels include a minimum recurring Fee as described at (a) for GCP Services, SecOps Services, and Looker Services, https://cloud.google.com/skus (https://cloud.google.com/skus), and (b) for GWS Services, at https://workspace.google.com/terms/tssg.html (https://workspace.google.com/terms/tssg.html). If Customer downgrades its TSS level during any calendar month, Google may continue to provide TSS at the same level and for the same TSS Fees as applied before the downgrade for the remainder of that month.

7. Confidential Information.

7.1 *Obligations.* The recipient will only use the disclosing party's Confidential Information to exercise the recipient's rights and fulfill its obligations under this Agreement, and will use reasonable care to protect against the disclosure of the disclosing party's Confidential Information. The recipient may disclose Confidential Information only to its and its Affiliates' employees, agents, subcontractors, or professional advisors ("Delegates") who need to know it and who have agreed in writing (or in the case of professional advisors are otherwise bound) to keep it confidential. The recipient will ensure that its Delegates use the received Confidential Information only to exercise rights and fulfill obligations under this Agreement.

7.2 *Required Disclosure.* Notwithstanding any provision to the contrary in this Agreement, the recipient or its Affiliate may also disclose Confidential Information to the extent required by applicable Legal Process; provided that the recipient or its Affiliate uses commercially reasonable efforts to (a) promptly notify the other party before any such disclosure of its Confidential Information, and (b) comply with the other party's reasonable requests regarding its efforts to oppose the disclosure. Notwithstanding the foregoing, subsections (a) and (b) above will not apply if the recipient determines that complying with (a) and (b) could (i) result in a violation of Legal Process; (ii) obstruct a governmental investigation; or (iii) lead to death or serious physical harm to an individual.

8. Term and Termination.

8.1 *Agreement Term.* The term of this Agreement (the "Term") will begin on the Effective Date and continue until this Agreement is terminated as stated in this Section 8 (Term and Termination).

8.2 *GWS Services Renewal.* The following terms apply only to renewals of GWS Services:

> (a) *With a Flexible Plan.* Order Terms for the Flexible Plan are monthly. At the end of each month, the Order Term will automatically renew for another month, unless canceled by Customer via the Admin Console.
>
> (b) *With an Annual/Fixed-Term Plan.* At the end of each Order Term for an Annual/Fixed-Term Plan, the GWS Services will renew consistent with Customer's elections in the Order Form or Admin Console.
>
> (c) *Generally.* Customer may use the Admin Console to adjust the number of End User Accounts to be renewed. Customer will continue to pay Google the then-current Fees

for each renewed End User Account unless Customer and Google mutually agree otherwise. If either party does not want the GWS Services to renew, then it must notify the other party to this effect at least 15 days before the end of the then-current Order Term, and this notice of non-renewal will take effect at the end of the then-current Order Term.

8.3 *Termination for Breach.*

(a) *Termination of an Order Form.* Either party may terminate an Order Form if the other party is in material breach of this Agreement and fails to cure that breach within 30 days after receipt of written notice.

(b) *Termination of this Agreement.* To the extent permitted by applicable law, either party may terminate this Agreement immediately on written notice if the other party is in material breach of this Agreement and fails to cure that breach within 30 days after receipt of written notice of the breach.

8.4 *Termination for GCP Services Inactivity.* Google reserves the right to terminate the provision of GCP Services to a Project upon 30 days' advance notice if, for a period of 60 days (a) Customer has not accessed the Admin Console or the Project has had no network activity and (b) such Project has not incurred any Fees for such Services.

8.5 *Termination for Convenience.* Customer may stop using the Services at any time. Subject to any financial commitments in an Order Form or addendum to this Agreement, Customer may terminate this Agreement for its convenience at any time on prior written notice and, upon termination, must cease use of the applicable Services. For purposes of GCP Services and TSS only, Google may terminate this Agreement or any applicable Order Form for its convenience at any time with 30 days' prior written notice to Customer. For the avoidance of doubt, any termination of this Agreement by Google for its convenience pursuant to the preceding sentence will not impact any active GWS Services, SecOps Services, or Looker (original) Services Order Forms, and this Agreement will continue to govern such GWS Services, SecOps Services, or Looker (original) Services Order Forms, as applicable, until their expiration or termination pursuant to this Agreement.

8.6 *Termination Due to Applicable Law; Violation of Laws.* Google may terminate this Agreement immediately on written notice if Google reasonably believes that (a) continued provision of any Service used by Customer would violate applicable law(s) or (b) Customer has violated or caused Google to violate any Anti-Bribery Laws or Export Control Laws.

8.7 *Effect of Termination or Non-Renewal.* Subject to the last sentence of Section 8.5 (Termination for Convenience), if this Agreement terminates, then all Order Forms also terminate. If this Agreement or an Order Form is terminated or not renewed, then (a) all rights and access to the Services (or in the case of termination of an Order Form, the applicable Services) will terminate (including access to Customer Data, if applicable), unless otherwise described in this Agreement or the Order Form, and (b) all Fees owed by Customer to Google under this Agreement or Order Form, as applicable, are immediately due upon Customer's receipt of the final electronic bill or as stated in the final invoice.

8.8 *No Refunds.* Unless expressly stated otherwise in this Agreement or required by law, termination or non-renewal under any section of this Agreement (including the Cloud Data Processing Addendum or any Order Form) will not oblige Google to refund any Fees.

9. Publicity. Neither party may use the other party's Brand Features or issue, publish, or present a press release, blog post, speech, social media post, or investor relations call or announcement discussing Customer's use of the Services or this Agreement without the written consent of the other party, except as expressly permitted in this Agreement. Subject to the preceding sentence, Customer may state publicly that it is a Google Cloud customer and display Brand Features in accordance with the Branding Guidelines. Google may use Customer's name and Brand Features in online or offline promotional materials of the Services. Any use of a party's Brand Features will inure to the benefit of the party holding Intellectual Property Rights to those Brand Features.

10. Representations and Warranties. Each party represents and warrants that (a) it has full power and authority to enter into this Agreement, and (b) it will comply with all laws applicable to its provision, receipt, or use of the Services, as applicable.

11. Disclaimer. Except as expressly provided for in this Agreement, Google does not make and expressly disclaims to the fullest extent permitted by applicable law (a) any warranties of any kind, whether express, implied, statutory, or otherwise, including warranties of merchantability, fitness for a particular use, title, noninfringement, or error-free or uninterrupted use of the Services or Software; and (b) any representations about content or information accessible through the Services.

12. Limitation of Liability.

12.1 *Limitation on Indirect Liability.* To the extent permitted by applicable law and subject to Section 12.3 (Unlimited Liabilities), neither party will have any Liability arising out of or relating to this Agreement for any (a) indirect, consequential, special, incidental, or punitive damages or (b) lost revenues, profits, savings, or goodwill.

12.2 *Limitation on Amount of Liability.* Each party's total aggregate Liability for damages arising out of or relating to this Agreement in connection with the GCP Services, GWS Services, SecOps Services, or Looker (original) Services, as applicable, is limited to the Fees Customer paid for such Services during the 12 month period before the event giving rise to Liability, except Google's total aggregate Liability for damages arising out of or related to Services or Software provided free of charge is limited to $5,000.

12.3 *Unlimited Liabilities.* Nothing in this Agreement excludes or limits either party's Liability for:

(a) its fraud or fraudulent misrepresentation;

(b) its obligations under Section 13 (Indemnification);

(c) its infringement of the other party's Intellectual Property Rights;

(d) its payment obligations under this Agreement; or

(e) matters for which liability cannot be excluded or limited under applicable law.

13. Indemnification.

13.1 *Google Indemnification Obligations.* Google will defend Customer and its Affiliates using the Services under Customer's Account and indemnify them against Indemnified Liabilities in any Third-Party Legal Proceeding to the extent arising from an allegation that any Service or any Google Brand Feature, in each case used in accordance with this Agreement, infringes the third party's Intellectual Property Rights.

13.2 *Customer Indemnification Obligations.* Customer will defend Google and its Affiliates providing the Services and indemnify them against Indemnified Liabilities in any Third-Party Legal Proceeding to the extent arising from (a) any Customer Application, Project, Customer Data, or Customer Brand Features; or (b) Customer's or an End User's use of the Services in breach of the AUP or Section 3.3 (Restrictions).

13.3 *Exclusions.* Sections 13.1 (Google Indemnification Obligations) and 13.2 (Customer Indemnification Obligations) will not apply to the extent the underlying allegation arises from (a) the indemnified party's breach of this Agreement, (b) a combination of the indemnifying party's technology or Brand Features with materials not provided by the indemnifying party under this Agreement, unless the combination is required by this Agreement, or (c) in the case of Google or any of its Affiliates as the indemnifying party, any Services provided to Customer free of charge.

13.4 *Conditions.* Sections 13.1 (Google Indemnification Obligations) and 13.2 (Customer Indemnification Obligations) are conditioned on the following:

(a) Any indemnified party must promptly notify the indemnifying party in writing of any allegation(s) that preceded the Third-Party Legal Proceeding and cooperate reasonably with the indemnifying party to resolve the allegation(s) and Third-Party Legal Proceeding. If breach of this Section 13.4(a) prejudices the defense of the Third-Party Legal Proceeding, the indemnifying party's obligations under Section 13.1 (Google Indemnification Obligations) or 13.2 (Customer Indemnification Obligations) (as applicable) will be reduced in proportion to the prejudice.

(b) Any indemnified party must tender sole control of the indemnified portion of the Third-Party Legal Proceeding to the indemnifying party, subject to the following: (i) the indemnified party may appoint its own non-controlling counsel, at its own expense; and (ii) any settlement requiring the indemnified party to admit liability, pay money, or take (or refrain from taking) any action, will require the indemnified party's prior written consent, not to be unreasonably withheld, conditioned, or delayed.

13.5 *Remedies.*

(a) If Google reasonably believes the Services might infringe a third party's Intellectual Property Rights, then Google may, at its sole option and expense (i) procure the right for Customer to continue using the Services; (ii) modify the Services to make them non-infringing without materially reducing their functionality; or (iii) replace the Services with a non-infringing alternative that has materially equivalent functionality.

(b) If Google does not believe the remedies in Section 13.5(a) are commercially reasonable, then Google may Suspend or terminate Customer's use of the impacted Services. If Google terminates the impacted Services, then upon Customer request Google will refund to Customer any unused prepaid Fees that Customer paid to Google for use of the terminated Services.

13.6 *Sole Rights and Obligations.* Without affecting either party's termination rights and to the extent permitted by applicable law, this Section 13 (Indemnification) states the parties' sole and exclusive remedy under this Agreement for any third-party allegations of Intellectual Property Rights infringement covered by this Section 13 (Indemnification).

14. Miscellaneous.

14.1 *Notices.* Under this Agreement, notices to Customer must be sent to the Notification Email Address and notices to Google must be sent to legal-notices@google.com (mailto:legal-notices@google.com). Notice will be treated as received when the email is sent. Customer is responsible for keeping its Notification Email Address current throughout the Term.

14.2 *Emails.* The parties may use emails to satisfy written approval and consent requirements under this Agreement.

14.3 *Assignment.* Neither party may assign any part of this Agreement without the written consent of the other, except to an Affiliate where (a) the assignee has agreed in writing to be bound by the terms of this Agreement, and (b) the assigning party has notified the other party of the assignment. Any other attempt to assign is void. If Customer assigns this Agreement to an Affiliate in another jurisdiction such that there is a change in the Google contracting entity as defined at https://cloud.google.com/terms/google-entity (https://cloud.google.com/terms/google-entity) this Agreement is automatically assigned to the new Google contracting entity.

14.4 *Change of Control.* If a party experiences a change of Control other than as part of an internal restructuring or reorganization (for example, through a stock purchase or sale, merger, or other form of corporate transaction), that party will give written notice to the other party within 30 days after the change of Control.

14.5 *Force Majeure.* Neither party will be liable for failure or delay in performance to the extent caused by circumstances beyond its reasonable control, including acts of God, natural disasters, terrorism, riots, or war.

14.6 *Subcontracting.* Google may subcontract obligations under this Agreement but will remain liable to Customer for any subcontracted obligations.

14.7 *No Agency.* This Agreement does not create any agency, partnership, or joint venture between the parties.

14.8 *No Waiver.* Neither party will be treated as having waived any rights by not exercising (or delaying the exercise of) any rights under this Agreement.

14.9 *Severability.* If any part of this Agreement is invalid, illegal, or unenforceable, the rest of this Agreement will remain in effect.

14.10 *No Third-Party Beneficiaries.* This Agreement does not confer any benefits on any third party unless it expressly states that it does.

14.11 *Equitable Relief.* Nothing in this Agreement will limit either party's ability to seek equitable relief.

14.12 *U.S. Governing Law.*

(a) *For U.S. City, County, and State Government Entities.* If Customer is a U.S. city, county, or state government entity, then this Agreement will be silent regarding governing law and venue.

(b) *For U.S. Federal Government Entities.* If Customer is a U.S. federal government entity, then the following applies: ALL CLAIMS ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE SERVICES WILL BE GOVERNED BY THE LAWS OF THE UNITED STATES OF AMERICA, EXCLUDING ITS CONFLICT OF LAWS RULES. SOLELY TO THE EXTENT PERMITTED BY FEDERAL LAW, (I) THE LAWS OF THE STATE OF CALIFORNIA (EXCLUDING CALIFORNIA'S CONFLICT OF LAWS RULES) WILL APPLY IN THE ABSENCE OF APPLICABLE FEDERAL LAW; AND (II) FOR ALL CLAIMS ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE SERVICES, THE PARTIES CONSENT TO PERSONAL JURISDICTION IN, AND THE EXCLUSIVE VENUE OF, THE COURTS IN SANTA CLARA COUNTY, CALIFORNIA.

(c) *For All Other Entities.* If Customer is any entity not identified in Section 14.12(a) (U.S. Governing Law for U.S. City, County, and State Government Entities) or (b) (U.S. Governing Law for Federal Government Entities), then the following applies: ALL CLAIMS ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE SERVICES WILL BE GOVERNED BY CALIFORNIA LAW, EXCLUDING THAT STATE'S CONFLICT OF LAWS RULES, AND WILL BE LITIGATED EXCLUSIVELY IN THE FEDERAL OR STATE COURTS OF SANTA CLARA COUNTY, CALIFORNIA, USA; THE PARTIES CONSENT TO PERSONAL JURISDICTION IN THOSE COURTS.

14.13 *Amendments.* Except as stated in Sections 1.4(b) (Updates: To this Agreement); 1.4(c) (Updates: To the URL Terms) or (d) (Updates: To the Cloud Data Processing Addendum),

any amendment must be in writing, signed by both parties, and expressly state that it is amending this Agreement.

14.14 *Survival.* The following Sections will survive expiration or termination of this Agreement: Section 2 (Payment Terms), Section 5 (Intellectual Property Rights; Protection of Customer Data; Feedback; Using Brand Features within the GWS Services), Section 7 (Confidential Information), Section 8.7 (Effect of Termination or Non-Renewal), Section 11 (Disclaimer), Section 12 (Limitation of Liability), Section 13 (Indemnification), and Section 14 (Miscellaneous).

14.15 *Entire Agreement.* This Agreement sets out all terms agreed between the parties and supersedes all other agreements between the parties relating to its subject matter. In entering into this Agreement, neither party has relied on, and neither party will have any right or remedy based on, any statement, representation, or warranty (whether made negligently or innocently), except those expressly stated in this Agreement. The URL Terms are incorporated by reference into this Agreement. After the Effective Date, Google may provide an updated URL in place of any URL in this Agreement.

14.16 *Conflicting Terms.* If there is a conflict between the documents that make up this Agreement, the documents will control in the following order (of decreasing precedence): the Cloud Data Processing Addendum, any applicable Order Form, the remainder of this Agreement (excluding the URL Terms), and the URL Terms (excluding the Cloud Data Processing Addendum).

14.17 *Headers.* Headings and captions used in this Agreement are for reference purposes only and will not have any effect on the interpretation of this Agreement.

14.18 *Conflicting Languages.* If this Agreement is translated into any language other than English, and there is a discrepancy between the English text and the translated text, the English text will govern unless expressly stated otherwise in the translation. Unless otherwise specified, all references to "$" in this Agreement refer to United States dollars.

14.19 *Definitions.*

- "Account" means Customer's Google Cloud Platform, GWS Services, SecOps Services, or Looker (original) Services account, as applicable.
- "Additional Products" means products, services, or applications offered by Google or its Affiliates that are not incorporated into the GWS Services but that may be accessible for use in conjunction with the GWS Services.

- "Additional Product Terms" means, for GWS Services only, the then-current terms stated at https://workspace.google.com/terms/additional_services (https://workspace.google.com/terms/additional_services).
- "Admin Account" means a type of End User Account that Customer (or Reseller, if applicable) may use to administer the GWS Services.
- "Admin Console" means the online console(s) or dashboard provided by Google to Customer for administering the applicable Services.
- "Administrators" mean the Customer-designated personnel who administer the GWS Services to End Users on Customer's behalf, and have the ability to access Customer Data and End User Accounts. Such access includes the ability to access, monitor, use, modify, withhold, or disclose any data available to End Users associated with their End User Accounts.
- "Affiliate" means any entity that directly or indirectly Controls, is Controlled by, or is under common Control with a party.
- "Anti-Bribery Laws" means all applicable commercial and public anti-bribery laws, including the U.S. Foreign Corrupt Practices Act of 1977 and the UK Bribery Act 2010, that prohibit corrupt offers of anything of value, either directly or indirectly, to anyone, including government officials, to obtain or keep business or to secure any other improper commercial advantage. Government officials include: any government employees, candidates for public office, members of royal families, and employees of government-owned or government-controlled companies, public international organizations, and political parties.
- "AUP" means the then-current acceptable use policy for the Services stated at https://cloud.google.com/terms/aup (https://cloud.google.com/terms/aup).
- "BAA" or "Business Associate Agreement" is an amendment to this Agreement covering the handling of Protected Health Information (as defined in HIPAA).
- "Brand Features" means the trade names, trademarks, service marks, logos, domain names, and other distinctive brand features of each party, respectively, as secured by such party from time to time.
- "Branding Guidelines" means Google's then-current Google branding guidelines at https://services.google.com/fh/files/misc/external_customer_co_branding_eligibil

ity.pdf (https://services.google.com/fh/files/misc/external_customer_co_branding_eligibility.pdf), as may be updated by Google from time to time.

- "Cloud Data Processing Addendum" means the then-current terms describing data processing and security obligations with respect to Customer Data, as described at https://cloud.google.com/terms/data-processing-addendum (/terms/data-processing-addendum).
- "Confidential Information" means information that one party (or an Affiliate) discloses to the other party under or in connection with this Agreement, and which is marked as confidential or would normally under the circumstances be considered confidential information. It does not include information that is independently developed by the recipient, is rightfully given to the recipient by a third party without confidentiality obligations, or becomes public through no fault of the recipient. Subject to the preceding sentence, Customer Data is considered Customer's Confidential Information.
- "Control" means control of greater than 50 percent of the voting rights or equity interests of a party.
- "Core Services" means, for GWS Services only, the then-current "Core Services" as described at https://workspace.google.com/intl/en/terms/user_features/ (https://workspace.google.com/intl/en/terms/user_features/), excluding any Third-Party Offerings.
- "Customer Application" means a software program that Customer creates or hosts using the GCP Services or Looker (original) Services, as applicable.
- "Customer Data" means (a) for GCP Services, Looker (original) Services, and SecOps Services, data provided to Google by Customer or End Users through the Services under the Account, and data that Customer or End Users derive from that data through their use of the Services; and (b) for GWS Services, data submitted, stored, sent or received via the Services by Customer or its End Users.
- "Documentation" means the Google documentation (as may be updated from time to time) in the form generally made available by Google to its customers for use with the Services, including at https://cloud.google.com/docs/

(https://cloud.google.com/docs) and any Looker (original) user guides and manuals Google provides Customer for its internal use.

- "Domain Email Address" means the email address on the Domain Name for use in connection with the GWS Services.
- "Domain Name" means the domain name specified in the Order Form to be used in connection with the GWS Services.
- "End Users" means the individuals who are permitted by Customer to use the Services. For clarity, End Users may include employees of Customer Affiliates and other authorized third parties.
- "End User Account" means a Google-hosted account established by Customer through the GWS Services in order for an End User to use the GWS Services.
- "Export Control Laws" means all applicable export and re-export control laws and regulations, including (a) the Export Administration Regulations ("EAR") maintained by the U.S. Department of Commerce, (b) trade and economic sanctions maintained by the U.S. Treasury Department's Office of Foreign Assets Control, and (c) the International Traffic in Arms Regulations ("ITAR") maintained by the U.S. Department of State.
- "Fee Accrual Period" means (a) a calendar month or other period or billing frequency (b) for GCP Services only, a period in which Customer reaches a designated spend threshold, in each case specified by Google in the Admin Console or in an Order Form.
- "Fees" means the applicable fees for each Service, Software, TSS, and Third-Party Offerings, plus any applicable Taxes. The Fees for each GCP Service are stated at https://cloud.google.com/skus/ (https://cloud.google.com/skus) (incorporated into this Agreement by this reference).
- "GCP Services" or "Google Cloud Platform Services" means the then-current services described at https://cloud.google.com/terms/services (https://cloud.google.com/terms/services).
- "Google API" means any application programming interface provided by Google as part of the Services.

- "GWS Services" or "Google Workspace Services" means the then-current Core Services and Other Services. For the avoidance of doubt, GWS Services do not include Google Workspace for Education, which is not governed by this Agreement.
- "High Risk Activities" means activities where the use or failure of the Services would reasonably be expected to lead to death, personal injury, or environmental or property damage (such as the creation or operation of nuclear facilities, air traffic control, life support systems, or weaponry).
- "HIPAA" means the Health Insurance Portability and Accountability Act of 1996 as it may be amended from time to time, and any regulations issued under it.
- "including" means including but not limited to.
- "Indemnified Liabilities" means any (i) settlement amounts approved by the indemnifying party, and (ii) damages and costs finally awarded against the indemnified party by a court of competent jurisdiction.
- "Intellectual Property Rights" means current and future worldwide rights under patent, copyright, trade secret, trademark, and moral rights laws, and other similar rights.
- "Legal Process" means an information disclosure request made under law, governmental regulation, court order, subpoena, warrant, or other valid legal authority, legal procedure, or similar process.
- "Liability" means any liability, whether under contract, tort (including negligence), or otherwise, regardless of whether foreseeable or contemplated by the parties.
- "Looker (original) Services" means the integrated business intelligence and embedded analytics platform (including the software components that connect to APIs) provided as either a deployment hosted by Google or a deployment hosted by Customer, as specified in the applicable Order Form. For clarity, Looker Studio and Looker (Google Cloud core) are GCP Services and are not Looker (original) Services.
- "Notification Email Address" means the email address(es) designated by Customer in the Admin Console, or if none exists, the applicable Order Form.

- "Order Form" means (a) an order form, statement of work, or other ordering document issued by Google under this Agreement and executed by Customer and Google; or (b) an order placed by Customer via a Google website or the Services, in each case specifying the Services Google will provide to Customer.

- "Order Term" means the period of time starting on the Services Start Date for the Services and continuing for the period indicated on the Order Form unless terminated in accordance with this Agreement.

- "Other Services" means, for GWS Services only, the then-current "Other Services" as described at https://workspace.google.com/intl/en/terms/user_features/ (https://workspace.google.com/intl/en/terms/user_features/), excluding any Third-Party Offerings.

- "Payment Due Date" means the payment due date set out in the applicable Order Form, or if not specified, 30 days from the invoice date.

- "Project" means, as applicable:

  (i) a collection of Google Cloud Platform resources configured by Customer via the GCP Services; or

  (ii) an instance of the SecOps Services configured and used by Customer.

- "SecOps Services" means the then-current services described at https://cloud.google.com/terms/secops/services (https://cloud.google.com/terms/secops/services).

- "Service Specific Terms" means, as applicable:

  (i) For GCP Services, the then-current terms specific to one or more Services stated at cloud.google.com/terms/service-terms (https://cloud.google.com/terms/service-terms);

  (ii) For GWS Services, the then-current terms specific to one or more services stated at https://workspace.google.com/terms/service-terms/ (https://workspace.google.com/terms/service-terms/);

  (iii) For SecOps Services, the then-current terms specific to one or more Services stated at https://cloud.google.com/terms/secops/service-terms (https://cloud.google.com/terms/secops/service-terms); and

(iv) For Looker (original) Services, the then-current terms specific to one or more Services stated at https://cloud.google.com/terms/looker/legal/customers/service-terms (https://cloud.google.com/terms/looker/legal/customers/service-terms).

- "Services" means the GCP Services, GWS Services, SecOps Services, or Looker (original) Services, as applicable. In each case, Services exclude any Third-Party Offerings.

- "Services Start Date" means either the start date described in the Order Form or, in the absence of any such date, the date Google makes the Services available to Customer.

- "SLA" means, as applicable:

  (i) For GCP Services, each of the then-current service level agreements at https://cloud.google.com/terms/sla (https://cloud.google.com/terms/sla);

  (ii) For GWS Services, the then-current service level agreement at https://workspace.google.com/terms/sla/ (https://workspace.google.com/terms/sla/);

  (iii) For SecOps Services, each of the then-current service level agreements at https://cloud.google.com/terms/secops/sla (https://cloud.google.com/terms/secops/sla); and

  (iv) For Looker (original) Services, each of the then-current service level agreements at https://cloud.google.com/terms/looker/legal/customers/sla (https://cloud.google.com/terms/looker/legal/customers/sla).

- "Software" means any downloadable tools, software development kits, or other such computer software provided by Google in connection with the applicable Services, and any updates Google may make to such Software from time to time, excluding any Third-Party Offerings.

- "Suspend" or "Suspension" means disabling or limiting access to or use of the Services or components of the Services.

- "Taxes" means all government-imposed taxes, except for taxes based on Google's net income, net worth, asset value, property value, or employment.

- "Term" has the meaning stated in Section 8.1 (Agreement Term) of this Agreement.
- "Third-Party Offerings" means (a) third-party services, software, products, and other offerings that are not incorporated into the Services or Software, (b) offerings identified in the "Third-Party Terms" section of the applicable Service Specific Terms, and (c) third-party operating systems.
- "Third-Party Legal Proceeding" means any formal legal proceeding filed by an unaffiliated third party before a court or government tribunal (including any appellate proceeding).
- "TSS" means the then-current technical support service provided by Google to Customer under the TSS Guidelines.
- "TSS Guidelines" means Google's technical support services guidelines then in effect for the Services. TSS Guidelines are available at, as applicable:

  (i) For GCP Services, SecOps Services, and Looker (original) Services, https://cloud.google.com/terms/tssg/ (https://cloud.google.com/terms/tssg/); and

  (ii) For GWS Services, https://workspace.google.com/terms/tssg.html (https://workspace.google.com/terms/tssg.html).
- "URL Terms" means, collectively, the AUP, Cloud Data Processing Addendum, Service Specific Terms, SLA, and TSS Guidelines.

15. Regional Modifications. Customer agrees that the modifications described at https://cloud.google.com/terms/regional-modifications (https://cloud.google.com/terms/regional-modifications), or a successor URL, as may be updated from time to time, apply to the Agreement if Customer's billing address is in the applicable region and will govern to the extent of any conflict with the remainder of the Agreement.

Previous versions of SecOps Services Agreement

May 23, 2024 (/archive/terms/secops-20240523) April 4, 2024 (/terms/secops/index-20240404) February 14, 2024 (/terms/secops/index-20240214) December 13, 2023

(/terms/secops/index-20231213) June 15, 2023 (/terms/secops/index-20230615) April 3, 2023 (/terms/secops/index-20230403) February 6, 2023 (/terms/secops/index-20230206) August 31, 2022 (/terms/secops/index-20220831) September 20, 2021 (/terms/secops/index-20210920) October 1, 2020 (/terms/secops/index-20201001)

Previous versions of the VirusTotal Terms of Service

January 27, 2021 (/terms/secops) December 11, 2018 (https://docs.virustotal.com/docs/historic-terms-of-service)

Previous versions of Looker (original) Services Terms of Service

January 30, 2025 (https://cloud.google.com/archive/terms/looker/msa-20250130) October 16, 2024 (https://cloud.google.com/archive/terms/looker/msa-20241016) December 13, 2023 (https://cloud.google.com/archive/terms/looker/msa/msa-20231213) October 4, 2023 (https://cloud.google.com/terms/looker/msa/msa-20231004) December 7, 2022 (https://cloud.google.com/terms/looker/msa/msa-20221207) February 14, 2022 (https://cloud.google.com/terms/looker/msa/msa-20220214/) August 19, 2021 (https://cloud.google.com/terms/looker/msa/msa-20210819/) April 1, 2021 (https://cloud.google.com/terms/looker/msa/msa-20210401) November 2, 2020 (https://cloud.google.com/terms/looker/msa/msa-20201102) June 1, 2020 (https://cloud.google.com/terms/looker/msa/msa-20200601) April 30, 2019 (https://cloud.google.com/terms/looker/msa/msa-201904) April 30, 2019 (https://cloud.google.com/terms/looker/legal/customer-hosted) February 28, 2019 (https://cloud.google.com/terms/looker/msa/msa-201902)

PREVIOUS VERSIONS OF GOOGLE CLOUD TERMS OF SERVICE *(Last modified October 13, 2025)*

July 1, 2025 _ (/legal/archive/terms/index-20250701) April 22, 2025 (/legal/archive/terms/index-20250422) January 30, 2025 _ (/legal/archive/terms/index-20250130) October 17, 2024 _ (/legal/archive/terms/index-20241017) September 30, 2024 (/legal/archive/terms/index-20240930) November 16, 2023

(/legal/archive/terms/index-20231116) July 12, 2023 _ (/terms/index-20230712)

April 19, 2023 _ (/terms/index-20230419) February 6, 2023 _ (/terms/index-20230206)

November 7, 2022 _ (/terms/index-20221107) September 20, 2022

(/terms/index-20220920) March 29, 2022 _ (/terms/index-20220329)

September 20, 2021 _ (/terms/index-20210920) April 1, 2021 _ (/terms/index-20210401)

November 2, 2020 _ (/terms/index-20201102) October 6, 2020

(/terms/index-20201006) August 31, 2020 _ (/terms/index-20200831) August 13, 2020

(/terms/index-20200813) March 26, 2020 _ (/terms/index-20200326)

November 21, 2019 _ (/terms/index-20191121) July 22, 2019 _ (/terms/index-20190722)

November 2, 2018 _ (/terms/index-20181102) November 1, 2018

(/terms/index-20181101) October 1, 2018 _ (/terms/index-20181001) June 27, 2018

(/terms/index-20180627) June 15, 2018 _ (/terms/index-20180615) June 5, 2018

(/terms/index-20180605) May 23, 2018 _ (/terms/index-20180523) May 18, 2018

(/terms/index-20180518) April 30, 2018 _ (/terms/index-20180430) April 4, 2018

(/terms/index-20180404) February 8, 2018 _ (/terms/index-20180208) January 9, 2018

(/terms/index-20180109) October 19, 2017 _ (/terms/index-20171019)

Google is committed to advancing racial equity for Black communities. See how.

Back to Google Cloud Terms Directory > Current

Google Maps Platform Service Specific Terms

These Service Specific Terms are incorporated into the agreement under which Google has agreed to provide Google Maps Platform Services to Customer (the "Agreement").

Capitalized terms not defined in these Service Specific Terms have the meaning established in the Agreement. For the purpose of these Service Specific Terms, if the order is placed by a Reseller, then the term "Customer" as used below means Customer and/or Reseller based on which entity is accessing the applicable Service.

These Service Specific Terms apply to Customers who do not have a billing account address in the European Economic Area. If your billing account address is within the European Economic Area, please see the (EEA) Service Specific Terms (as described at https://cloud.google.com/terms/maps-platform/eea/maps-service-terms).

A. GENERAL SERVICE TERMS

The following terms apply to all Google Maps Platform Services.

1. Documentation

Customer will comply with the Documentation.

2. Attribution

Customer will attribute all the Services in accordance with the Documentation.

3. Google ID Caching

Customer may cache the Google ID values from the Services that return such field and allow caching, in accordance with its Documentation. For example, Customer may cache (a) place_id from Places API, Directions API, Geolocation API and Routes API, (b) pano_ID, from Street View Static API, and (c) video_ID from Aerial View API.

4. Verification of Customer-Reported Subscriptions

Google has the ability to independently track Customer's use of certain Services, but Google relies on Customer to measure its own usage of certain other Services (such as per-Asset Asset Tracking). To verify Customer's usage of self-measured Services, Google may require the following once per calendar year:

(a) a corporate officer's certification that Customer has fully complied with the Agreement; and/or

(b) an audit of Customer's relevant records by a nationally-recognized independent auditor on 30 days prior written notice during Customer's business hours.

5. Pre-GA Offerings Terms

5.1 *Introduction.* Google may make available to Customer pre-general availability Google Maps Platform features, services, and software that are not listed at https://cloud.google.com/maps-platform/terms/maps-services/ or are identified as "Experimental", or "Preview" or a similar designation in related documentation or materials (collectively, "Pre-GA Offerings"). While Pre-GA Offerings are not Services, the terms of the Agreement that apply to Services also apply to Customer's use of Pre-GA Offerings, as amended by this section (Pre-GA Offerings Terms). To the extent this Section 5 (Pre-GA Offerings Terms) conflicts with the Agreement, this Section 5 (Pre-GA Offerings Terms) will govern. Google may inform you in writing of additional terms and conditions for certain Pre-GA Offerings, which will be deemed a part of the Agreement.

5.2 *Disclaimer.* To the maximum extent permitted by applicable law, Pre-GA Offerings are provided "as is" without any express or implied warranties or representations of any kind. Pre-GA Offerings (a) may be changed, suspended, or discontinued at any time without prior notice to Customer and (b) are not covered by any SLA, Google indemnity, or the Deprecation Policy. Except as otherwise expressly indicated in a written notice or Google documentation, Pre-GA Offerings are not covered by Maps Technical Support Services. Customer's use of a Pre-GA Offering that is a new feature of an existing Service may impact the performance of that existing Service.

5.3 *Liability*. To the maximum extent permitted by applicable law and only with respect to Pre-GA Offerings, Google will not be liable for any amounts in excess of the lesser of (i) the limitation on the amount of liability stated in the Agreement or (ii) US $25,000. Nothing in the preceding sentence will affect any exclusions from any limitation of liability in the Agreement with respect to the following: (a) death or personal injury resulting from negligence, (b) fraud or fraudulent misrepresentation, (c) infringement of the other party's Intellectual Property Rights, or (d) matters for which liability cannot be excluded or limited under applicable law.

5.4 *Feedback*. Customer may provide feedback and suggestions about the Pre-GA Offerings to Google, and Google and its Affiliates may use any feedback or suggestions provided without restriction and without obligation to Customer.

B. CORE SERVICE TERMS

1. Address Validation API

1.1 *Sharing Customer Information*. By accessing or using Address Validation API, Customer agrees that Google may share Customer's information (name and address), subject to Section 1.2 (Artifically-Created Addresses).

1.2 *Artificially-Created Addresses*. Google uses services from the United States Postal Service to display addresses in United States and Puerto Rico. If Customer uses the Address Validation API for addresses in the United States and Puerto Rico, then Customer must not make requests with artificially-created addresses. If Customer inputs an artificially-created address, then subject to the Confidentiality section of Customer's Agreement with Google, and in accordance with the United States Postal Services security measures, Google will:

(a) stop validating addresses for Customer using United States Postal Service services and

(b) will report Customer's information (name and address), relevant input address, and aggregated Address Validation API usage data to the United States Postal Service.

1.3 *Caching*. Customer may temporarily cache the applicable Google Maps Content from the Address Validation API for the applicable Caching Period and for the applicable Permitted Purposes, as described in Table 1.3.2 (Address Validation API Caching Permissions).

1.3.1 The following definitions apply to this Section 1.3 (Caching):

*"*Downstream transactions*" means to use the cached Google Maps Content associated with a particular End User's account to avoid requiring that End User to enter the same information in an address field for current or future transactions.

**"*Correction Requests*" means to use the cached Google Maps Content associated with an End User's account to request a correction on an address component (e.g., confirmationLevel, inferred, spellCorrected, replaced, or unexpected) received from the End User.

1.3.2 Table 1.3.2 (Address Validation API Caching Permissions)

Google Maps Content	Caching Period	Permitted Purposes
• formattedAddress • postalAddress • addressComponent: componentName • USPS Data standardizedAddress	30 consecutive calendar days, after which Customer must (a) delete the cached Google Maps Content; or (b) replace it with End User data provided through End User confirmation or correction	Downstream transactions

• addressComponent: confirmationLevel, inferred, spellCorrected, replaced, unexpected	30 consecutive calendar days, after which Customer must (a) delete the cached Google Maps Content; or (b) replace it with End User data provided through End User confirmation or correction	Correction Requests
• Location: latitude values, longitude values	30 consecutive calendar days, after which Customer must delete the cached Google Maps Content	Any

2. Air Quality API

2.1 *Permitted Use*. Customer may only use the data retrieved from Air Quality API in (a) air quality based routing solutions developed by Customer, and (b) Customer environmental risk indices and correlational research.

2.2 *Caching*. Customer may temporarily cache the applicable Google Maps Content from the Air Quality API for the applicable Caching Period pursuant to Table 2.2.1 (Air Quality API Caching Permissions).

2.2.1 Table 2.2.1 (Air Quality API Caching Permissions)

Google Maps Content	Caching Period

Current conditions values • Hourly forecast values	One hour, after which Customer must delete the cached Google Maps Content
Historic values for a specific location and given time range	Until the Agreement is terminated

3. Directions API

3.1 *Use without a Google Map*. Customer may use Google Maps Content from the Directions API in Customer Applications without a corresponding Google Map.

3.2 *No use with a non-Google map*. Customer must not use Google Maps Content from the Directions API in conjunction with a non-Google map.

3.3 *Caching*. Customer may temporarily cache latitude and longitude values from the Directions API for up to 30 consecutive calendar days, after which Customer must delete the cached latitude and longitude values.

4. Distance Matrix API

4.1 *Use without a Google Map*. Customer may use Google Maps Content from the Distance Matrix API in Customer Applications without a corresponding Google Map.

4.2 *No use with a non-Google map*. Customer must not use Google Maps Content from the Distance Matrix API in conjunction with a non-Google map.

5. Geocoding API

5.1 *Use without a Google Map*. Customer may use Google Maps Content from the Geocoding API in Customer Applications without a corresponding Google Map.

5.2 *No use with a non-Google map*. Customer must not use Google Maps Content from the Geocoding API in conjunction with a non-Google map.

5.3 *Caching*. Customer may temporarily cache latitude (lat) and longitude (lng) values from the Geocoding API for up to 30 consecutive calendar days, after which Customer must delete the cached latitude and longitude values.

6. Geolocation API

6.1 *Use without a Google Map*. Customer may use Google Maps Content from the Geolocation API in Customer Applications without a corresponding Google Map.

6.2 *No use with a non-Google map*. Customer must not use Google Maps Content from the Geolocation API in conjunction with a non-Google map.

6.3 *Caching*. Customer may temporarily cache latitude (lat) and longitude (lng) values from the Geolocation API for up to 30 consecutive calendar days, after which Customer must delete the cached latitude and longitude values.

7. Maps Datasets API

7.1 *No Personal Data*. Customer will not provide to Google any Personal Data via the Maps Datasets API.

8. Navigation SDK

8.1 *Use without a Google Map*. Customer may use Google Maps Content from the Navigation SDK in Customer Applications without a corresponding Google Map.

8.2 *No Use with a non-Google map*. Customer must not use Google Maps Content from the Navigation SDK in conjunction with a non-Google map.

8.3 *Caching*. Customer may temporarily cache latitude (lat) and longitude (lng) values from the Navigation SDK for up to 30 consecutive calendar days, after which Customer must delete the cached latitude and longitude values.

9. Places Aggregate API

9.1 *Customer Values*. For purposes of this Section 9.1 (Places Aggregate API), "Customer Value" means content created by combining POI Counts and third-party data or a metric Customer creates using proprietary business logic and that is substantially transformed in accordance with this Section 9.1 (Customer Values). Customer may use total counts of points of interest returned by the Places Aggregate API ("POI Count") to create Customer Values, if Customer ensures:

(a) that the resulting Customer Value cannot be used as a substitute for POI Counts; or

(b) that Customer and Customer's End Users do not reverse engineer POI Count(s) or otherwise deduce from Customer Values.

9.2 *Caching*. Customer may temporarily cache the POI Count for 30 consecutive calendar days solely for the purpose of calculating the Customer Value, after which Customer must delete the cached POI Count.

9.3 *Consumer Protections*. Customer will not use the Places Aggregate API in any manner that (i) violates any consumer protection laws or guidelines or (ii) directly or indirectly results in any decisions, scoring, or assessments by the Customer or any third-party regarding an individual that relates to housing, employment, credit, or insurance.

10. Places API (Legacy and New)

10.1 *Use without a Google Map*. Customer may use Google Maps Content from the Places API in Customer Applications without a corresponding Google Map.

10.2 *No use with a non-Google map*. Customer must not use Google Maps Content from the Places API in conjunction with a non-Google map.

10.3 *Caching*. Customer may temporarily cache latitude and longitude values from the Places API for up to 30 consecutive calendar days, after which Customer must delete the cached latitude and longitude values.

11. Places UI Kit

11.1 *Places UI Kit usage*. Customer may use Places UI Kit in Customer Applications with or without any map, including a non-Google Map. This clause will prevail over the No Use with Non-Google Maps clause of the Agreement.

11.2 *Caching*. Customer may temporarily cache latitude and longitude values from the Places UI Kit for up to 30 consecutive calendar days, after which Customer must delete the cached latitude and longitude values.

11.3 *Use of Third-party products*. To the extent that Customer uses Places UI Kit with third-party products or services in its Customer Application, Customer does so at its own discretion. Customer is responsible for (a) compliance with any applicable laws, regulations, industry standards or other requirements; (b) any misalignment that may arise from such use; and (c) ensuring that any use with a third-party service is compliant with the restrictions in the Agreement, including, without limitation, the restrictions against caching and exporting Google Maps Content and creating content from Google Maps Content; and (d) complying with Google's attribution requirements including making it clear to the End User what is Google Maps Content and what content is not from Google. Google does not warrant or endorse, and will not have any liability or responsibility to Customer or any other person for, Customer's use of third-party products or services or their combination with the Services.

11.4 *No Alteration of Google Attribution, Links, or Notices*. Customer may not remove, alter, or obscure Google provided attribution, links to terms, or user-facing notices.

12. Pollen API

12.1 *Permitted Use*. Customer may use the data retrieved from Pollen API in (a) pollen based routing solutions developed by Customer and (b) Customer environmental risk indices, insights, and forecasts.

12.2 *Caching*. Customer may temporarily cache the applicable Google Maps Content from the Pollen API for the applicable Caching Period pursuant to Table 12.2.1 (Caching Permissions).

Table 12.2.1 (Pollen API Caching Permissions)

Google Maps Content	Caching Period
Today's Forecast values	365 consecutive calendar days , after which Customer must delete the cached Google Maps Content
Forecasts values	24 hours, after which Customer must delete the cached Google Maps Content
Heatmap values	24 hours, after which Customer must delete the cached Google Maps Content

13. Roads API

13.1 *Use without a Google Map*. Customer may use Google Maps Content from the Roads API in Customer Applications without a corresponding Google Map.

13.2 *No use with a non-Google map*. Customer must not use Google Maps Content from the Roads API in conjunction with a non-Google map.

13.3 *Caching*. Customer may temporarily cache latitude and longitude values from the Roads API for up to 30 consecutive calendar days, after which Customer must delete the cached latitude and longitude values.

14. Route Optimization API

14.1 *Use without a Google Map*. Customer may use Google Maps Content from the Route Optimization API in Customer Applications without a corresponding Google Map.

14.2 *No use with a non-Google map*. Customer must not use Google Maps Content from the Route Optimization API in conjunction with a non-Google map.

14.3 *Caching*. Customer may temporarily cache latitude (lat) and longitude (lng) values from the Route Optimization API for up to 30 consecutive calendar days, after which Customer must delete the cached latitude and longitude values.

14.4 *SLA Exclusion*. Route Optimization API is not covered by the Google Maps Platform Service Level Agreement

15. Routes API

15.1 *Use without a Google Map*. Customer may use Google Maps Content from the Routes API in Customer Applications without a corresponding Google Map.

15.2 *No use with a non-Google map*. Customer must not use Google Maps Content from the Routes API in conjunction with a non-Google map.

15.3 *Caching*. Customer may temporarily cache latitude (lat) and longitude (lng) values from the Routes API for up to 30 consecutive calendar days, after which Customer must delete the cached latitude and longitude values.

16. Solar API

16.1 *Permitted Use*. Customer may use the Solar API only (a) to determine the feasibility of installing energy systems for a particular address or geographic area, (b) to design or install an energy system, or (c) for a Downstream Transaction. A "Downstream Transaction" means (i) the design of an energy system requested by a

user for a particular address, (ii) the preparation and delivery of a commercial proposal for an energy system that is requested by a user for a particular address, or (iii) the preparation and delivery of marketing materials for an energy system where a user has opted-in to receiving such materials.

16.2 *Caching*. Customer may temporarily cache the "Building Insights" and "Data Layers" from the Solar API ("Solar Data") for up to 30 consecutive calendar days, after which Customer must delete the cached Solar Data. The deletion obligation does not apply to Solar Data incorporated into fixed media (e.g. energy system design, feasibility study, commercial proposal, marketing materials) for use in a Downstream Transaction.

17. Weather API

17.1 Restrictions. Customers may not use Google Maps Content retrieved from Weather API to recreate a Google service or product (e.g. use data retrieved from Weather API in a weather app or weather model whose primary purpose is to provide weather information).

17.2 *Caching*. Customers may temporarily cache the applicable Google Maps Content from the Weather API for the applicable Caching Period, pursuant to Table 17.2.1 (Weather API Caching Permissions).

17.2.1 (Weather API Caching Permissions)

Google Maps Content	Caching Period
• Current condition	one hour, after which Customer must delete the cached Google Maps Content
• Hourly Forecast values	one hour, after which Customer must delete the cached Google Maps Content

• Today's Forecast values	30 consecutive calendar days, after which Customer must delete the cached Google Maps Content
• Daily Forecast values	24 hours, after which Customer must delete the cached Google Maps Content
• Hourly history	240 hours, after which Customer must delete the cached Google Maps Content
• Public Alert values	one hour, after which Customer must delete the cached Google Maps Content

18. Google Earth

18.1 *Definitions.*

18.1.1 The definition of "Customer Application" in the Google Maps Platform Terms of Service is replaced with the following: "Customer Earth Project" means the project Customer creates in Google Earth and which has material value independent of the Services.

18.1.2 The definition of "Customer Indemnified Materials" in the Google Maps Platform Terms of Service is replaced with the following: "Customer Indemnified Materials" means Customer Data, Customer Earth Project and Brand Guidelines.

18.1.3 "Ask Google Earth Generated Output" means responses that Google generates using Google Maps Content from Google Earth in response to a Customer initiated prompt.

18.1.4 "Customer Data" means (1) data provided to Google by Customer or End Users through the Services and stored in the Customer Earth Project, and (2) data that Customer or End Users derive from use of the Services that is substantially transformed or modified such that the Google Maps Content cannot (a) be identified as originating or deriving directly from Google Maps Content; (b) be reverse engineered to the original Google Maps Places Content; or (c) be used as a substitute for Google Maps Content.

18.1.5 "Generative AI Prohibited Use Policy" means the then-current Generative AI Prohibited Use Policy described at https://policies.google.com/terms/generative-ai/use-policy.

18.2 *Data Layers*. Data layers and tables can be saved to a Customer Earth Project. Customer will not, and will not allow End Users to, download, export or copy Data layers and tables from Google Earth.

18.3 *Design Features*.

18.3.1 The designs created by Customer or its End Users with Google Earth design features will be saved to Customers Google Earth Project and can be downloaded (e.g. as a KMZ or PNG file) if they are Customer Data.

18.3.2 *Disclaimer*. Google Earth design features are intended for conceptual planning and design. Google Earth design features should not be used for construction or structural engineering designs.

18.4 *Ask Google Earth*.

18.4.1 Customer will not, and will not allow End Users to, download, export or copy Ask Google Earth Generated Outputs.

18.4.2 Customer and its End User's use of Ask in Google Earth must comply with the Generative AI Prohibited Use Policy. A violation of the Generative AI Prohibited Use Policy will be considered a violation of the AUP.

18.5 *Customer Data*.

18.5.1 Customer is responsible for all Customer Data, including securing and maintaining all applicable rights required for Customer's use of Customer Data.

18.5.2 To provide the Services in Google Earth, Google logs information and parameters generated by Customer's use of the Services (including, but not limited to, search terms, prompts to Ask Google Earth, and inputs for creating generated designs) ("Earth Service Data"). Customer acknowledges and agrees

that Google and its Affiliates may use and retain the Earth Service Data to provide and improve Google Earth, subject to the then-current Google Privacy Policy at https://www.google.com/policies/privacy/.

18.6 Section 3.2.2 (a) (*Terms of Service and Privacy Policy)* of the Google Maps Platform Terms of Service does not apply.

19. Maps Grounding Lite API (Experimental)

Maps Grounding Lite API is a pre-GA service that can be used by customers for testing. It is not permitted for production use at this stage.

19.1 *Definitions*.

"Grounded Output" means the output created when Google Maps Content is combined with the output of any Large Language Model.

"Google Maps Content" means the content originating from Google Maps provided in the Grounded Output, including any content found on the landing pages of source links within the Grounded Output.

19.2 *Permitted Use*. Subject to Customer's compliance with the Agreement, the Generative AI Prohibited Use Policy described at https://policies.google.com/terms/generative-ai/use-policy, and this Section 19, Customer may use the Maps Grounding Lite API solely to ground an LLM to generate and display Grounded Output with associated Google Maps source links to end users of its Customer Application.

19.3 *Additional Restrictions*. In addition to the license restrictions in the Agreement, Customer will not, and will not permit its End Users or third-parties to, do any of the following:

19.3.1 attempt to extract or otherwise separate Google Maps Content from the Grounded Output;

19.3.2 use Grounded Output to train, develop, or improve any machine learning models or artificial intelligence systems;

19.3.3 modify or intersperse content with the Grounded Output, insert interstitial content, or redirect users away from or inhibit the full display of any destination page;

19.3.4 cache or store Grounded Output, except that Customer may cache Grounded Output for up to thirty (30) consecutive days solely for the purpose of

evaluating and optimizing the performance or display of the Grounded Output for the Customer Application.

C. ANALYTICS SERVICE TERMS

The Service Specific Terms for Google Maps Platform Analytics Services can be found at https://cloud.google.com/terms/maps-platform/maps-analytics-service-terms and are incorporated into these Service Specific Terms. The Analytics Service Specific Terms apply to Customer's use of Analytics Services (as described in the Analytics Services Summary: https://cloud.google.com/terms/maps-platform/maps-analytics-services).

PREVIOUS VERSIONS *(Last modified November 18, 2025)*

October 1, 2025 September 4, 2025 June 30, 2025 June 4, 2025

May 1, 2025 March 31, 2025 September 9, 2024 July 15, 2024

May 22, 2024 May 15, 2024 April 22, 2024 October 25, 2023

August 28, 2023 August 8, 2023 May 9, 2023 February 3, 2023

November 9, 2022 April 4, 2022 June 14, 2020 March 24, 2020

October 15, 2018 July 19, 2018 May 1, 2018

Google is committed to advancing racial equity for Black communities. See how.

Back to Google Cloud Terms Directory > Current

Google Maps Platform Terms of Service

What's in the Terms?

This index is designed to help you navigate our Terms of Service ("Terms") for your use of Google Maps Platform. We hope this serves as a useful guide, but please ensure you read the Terms in full.

1. Accessing the Services

This section outlines the requirements to use the Services, in compliance with the terms of the Agreement.

2. Payment Terms

This section outlines the Customer's payment obligations.

3. License

This section outlines the licensing terms for Google Maps Platform Services, focusing on the restrictions and requirements on how to use the Services.

4. Customer Obligations

This section outlines Customer's obligations regarding the use of the Services, including ensuring compliance with the Agreement, protecting user data and privacy, and Google's right to terminate for copyright infringement.

5. Suspension

This section outlines the conditions under which Google may suspend a Customer's use of the Services.

6. Intellectual Property Rights; Feedback

This section outlines the Intellectual Property Rights between Google and the Customer, in using the Services and when Feedback is provided by the Customer.

7. Third Party Legal Notices and License Terms

This section outlines the legal notices and license terms regarding third-party intellectual property rights and copyright.

8. Technical Support Services

This section outlines Google's obligation to provide Maps Technical Support Services to the Customer, subject to payment of applicable Fees.

9. Confidentiality

This section outlines the confidentiality obligations and disclosure requirements for both Google and Customer.

10. Term and Termination

This section outlines the term of the Agreement and the termination rights for both parties under the Agreement.

11. Publicity

This section outlines the parties' rights to use each other's Brand Features.

12. Representations and Warranties

This section outlines each party's representations and warranties under this Agreement.

13. Disclaimer

This section describes Google's disclaimer of warranties regarding its Services.

14. Indemnification

This section outlines the Indemnification obligations of both of the parties.

15. Liability

This section outlines the Liability limitations within the Agreement for both parties.

16. Advertising

This section gives Customers the choice to display or not display advertisements.

17. US Federal Agency Users

This section states that the Services were developed at private expense and are commercial computer software, as defined in the Federal Acquisition Regulations.

18. Miscellaneous

This section outlines miscellaneous terms, such as notifications and governing law, that apply to the Agreement between the parties.

19. Reseller Orders

This section outlines terms specific to when a Customer orders Services through a reseller.

20. Definitions

This section defines the terms used in this Agreement.

21. Regional Terms

This section identifies the regional variations to these terms that are needed for Customers to use the Services in specific regions.

For translations of this Agreement into other languages, please click here.

Google Maps Platform Terms of Service

These Google Maps Platform Terms of Service, including the AUP and other URL Terms (together, the "Agreement") are entered into by Google (as defined at

https://cloud.google.com/terms/google-entity) and the entity or person agreeing to these terms ("Customer"), and governs Customer's access to and use of the Services.

This Agreement is effective when Customer clicks to accept the Agreement, or enters into an agreement into which these terms are incorporated by reference (the "Effective Date"). As the person accepting this Agreement on Customer's behalf, you represent and warrant that: (a) you have full legal authority to bind Customer to this Agreement; (b) you have read and understand this Agreement; and (c) you agree, on behalf of Customer, to this Agreement. If you do not have the legal authority to bind Customer, please do not click to accept or use the Services.

If Customer's billing account address is in the European Economic Area, the Google Maps Platform EEA Terms of Service (as described at https://cloud.google.com/terms/maps-platform/eea) ("EEA TOS"), will govern Customer's access to and use of the Services. However, to the extent that a Customer's project integration existing prior to July 8, 2025 remains in an unmodified state, such project integration will continue to be governed by the terms of this Agreement, and not the EEA TOS.

If you are accessing the Services as a customer of an unaffiliated Google Maps reseller, these terms will apply to you in relation to your use of the Services (subject to the "Reseller Orders" section of this Agreement). However, if you fall under one of the exempt categories described at https://cloud.google.com/terms/direct-tos-exemptions for the applicable Services, these terms do not apply to you, unless you and Google agree otherwise in writing. If you become exempt from these terms after the Effective Date, this will not affect any liability arising between the parties prior to the date that you become exempt.

1. Accessing the Services.

1.1 *Admin Console*. Customer will have access to the Admin Console, through which Customer may manage its use of the Services. Customer must use the Admin Console in accordance with the Admin Console Documentation.

1.2 *Accounts*. Customer must have an Account to use the Services and is responsible for the information it provides to create the Account, the security of its passwords for the Account, and for any use of its Account, including any use of its API key(s). Customer is responsible for ensuring that only authorized domains and applications use the Services. Google has no obligation to provide multiple accounts to Customer.

1.3 *Updates*

(a) *To the Services.* Google may update, discontinue, and otherwise modify the Services from time to time, subject to 1.3(c). Google will notify Customer if Google makes a change to the Services that materially reduces Service features or functionalities, provided that Customer has subscribed with Google to be informed about such change.

(b) *To the Agreement*. Google may make updates to the Agreement (including the URL terms) and pricing from time to time. Google will post any modification to this Agreement to https://cloud.google.com/maps-platform/terms. Unless otherwise noted by Google, material changes to the Agreement will become effective 30 days after notice is given, except to the extent the changes apply to new Services or functionality or are required by applicable law or court order, in which case they will be effective immediately. Google will provide at least 90 days' advance notice for materially adverse changes to any SLAs by: (i) sending an email to the Notification Email Address; (ii) posting a notice in the Admin Console; or (iii) posting a notice to the applicable SLA webpage. If Customer does not agree to the revised Agreement, Customer may stop using the Services. Customer may also terminate this Agreement for convenience under Section 10.4 (Termination for Convenience). Customer's continued use of the Services after the material change becomes effective will constitute Customer's consent to such update.

(c) *Discontinuation of Services.* Google will notify Customer at least 12 months before discontinuing a Service (or associated material functionality) without providing a materially similar replacement. Further, Google will notify Customer at least 12 months before modifying any Customer-facing Google APIs in a backwards-incompatible manner. Nothing in this Section 1.3(c) limits Google's ability to make changes required to comply with applicable law, address a material security risk, or avoid a substantial economic or material technical burden. This Section 1.3(c) does not apply to pre-general availability Services, offerings or functionality.

2. Payment Terms.

2.1 *Free Quota*. Certain Services are provided to Customer without charge up to the Fee Threshold, as applicable.

2.2 *Online Billing*. At the end of the applicable Fee Accrual Period, Google will issue an electronic bill to Customer for all charges accrued based on Customer's use of the Services during the applicable Fee Accrual Period (including, if applicable, the relevant Fees for Maps Technical Support Services). If Google reasonably determines based on evidence available to Google that Customer is at risk of non-payment or that Customer's Account is potentially fraudulent, then Google may invoice Customer more frequently.

Customer will pay all Fees set forth in the invoice. If Customer elects to pay by credit card, debit card, or other non-invoiced form of payment, Google will charge (and Customer will pay) all Fees immediately at the end of the Fee Accrual Period. If Customer elects to pay by invoice (and Google agrees), all Fees are due as stated in the invoice. Unless required by law, Customer's obligation to pay all Fees is non-cancellable. Google's measurement of Customer's use of the Services is final. Google has no obligation to provide multiple bills. Payments made via wire transfer must include the bank information provided by Google.

2.3 *Taxes*.

(a) Customer is responsible for any Taxes, and Customer will pay Google for the Services without any reduction for Taxes. If Google is obligated to collect or pay Taxes, the Taxes will be invoiced to Customer and Customer will pay such Taxes to Google, unless Customer provides Google with a timely and valid tax exemption certificate in respect of those Taxes. If Taxes must be withheld from any payment to Google, then Customer will increase the payment to Google so that the net amount received by Google is equal to the amount invoiced, without reduction for Taxes.

(b) If required under applicable law, Customer will provide Google with applicable tax identification information that Google may require to ensure its compliance with applicable tax regulations and authorities in applicable jurisdictions. Customer will be liable to pay (or reimburse Google for) any taxes, interest, penalties or fines arising out of any mis-declaration by the Customer.

2.4 *Payment Disputes & Refunds*. Any payment disputes must be submitted in good faith before the payment due date. If Google, having reviewed the dispute in good faith, determines that certain billing inaccuracies are attributable to Google, Google will not issue a corrected invoice, but instead will issue a credit memo specifying the incorrect amount in the affected invoice. If a disputed invoice has not yet been paid, Google will apply the credit memo amount to a disputed invoice, and Customer will be responsible for paying the resulting net balance due on that invoice. Refunds given by Google for billing inaccuracies under this Section will only be in the form of credit for the Services. Nothing in the Agreement obligates Google to extend credit to any party.

2.5 *Delinquent Payments; Suspension*. Late payments (which, for clarity, do not include amounts subject to a good faith payment dispute submitted before the payment due date), may bear interest at the rate of 1.5% per month (or the highest rate permitted by law, if less) from the payment due date until paid in full. Customer will be responsible for all reasonable expenses (including attorneys' fees) incurred by Google in collecting such delinquent amounts. Further, in the event of any late payment for the Services is overdue, Google may Suspend the Services.

2.6 *No Purchase Order Number Required*. Customer is obligated to pay all applicable Fees without any requirement for Google to provide a purchase order number on Google's invoice (or otherwise).

3. License.

3.1 *License Grant*. Subject to the Agreement's terms, during the Term, Google grants to Customer a non-exclusive, non-transferable, non-sublicensable, license to use the Services in Customer Application(s).

3.2 *License Requirements and Restrictions*. The following are conditions of the license granted in Section 3.1 (License Grant). In this Section 3.2 (License Requirements and Restrictions), the phrase "Customer will not" means "Customer will not, and will not permit a third party to".

3.2.1 *General Restrictions*. Customer will not: (a) copy, modify, create a derivative work of, reverse engineer, decompile, translate, disassemble, or otherwise attempt to extract any or all of the source code (except to the extent such restriction is expressly prohibited by applicable law); (b) sell, resell, sublicense, transfer, or distribute the Services; or (c) access or use the Services: (i) for High Risk Activities; (ii) in a manner intended to: (1) avoid incurring Fees, (2) breach or causes the breach of Export Control Laws; (iii) for materials or activities that are subject to the International Traffic in Arms Regulations (ITAR) maintained by the United States Department of State; (iv) to transmit, store, or process health information subject to United States HIPAA regulations; (v) to distribute or market in a Prohibited Territory any Customer Application(s) that use the Google Maps Core Services; or (vi) in a Customer Application that would be deemed to be a "Website or online service directed to children" under the Children's Online Privacy Protection Act (COPPA).

3.2.2 *Requirements for Using the Services*.

(a) *Terms of Service and Privacy Policy*.

(i) The Customer Application's terms of service will (A) notify users that the Customer Application includes Google Maps features and content; and (B) state that use of Google Maps features and content is subject to the then-current versions of the: (1) Google Maps End User Additional Terms of Service at https://maps.google.com/help/terms_maps/; and (2) Google Privacy Policy at https://policies.google.com/privacy.

(ii) If the Customer Application allows users to include the Google Maps Core Services in Downstream Products, then Customer will contractually require that all Downstream Products' terms of service satisfy the same notice and flow-down requirements that apply

to the Customer Application under Section 3.2.2 (a) (i) (Terms of Service and Privacy Policy).

(iii) If users of the Customer Application (and Downstream Products, if any) fail to comply with the applicable terms of the Google Maps/Google Earth Additional Terms of Service, then Customer will take appropriate enforcement action, including Suspending or terminating those users' use of Google Maps features and content in the Customer Application or Downstream Products.

(b) *Attribution*. Customer will display all attribution that (i) Google provides through the Services (including branding, logos, and copyright and trademark notices); or (ii) is specified in the Maps Service Specific Terms. Customer will not modify, obscure, or delete such attribution.

(c) *Review of Customer Applications*. At Google's request, Customer will submit Customer Application(s) and Project(s) to Google for review to ensure compliance with the Agreement (including the AUP).

3.2.3 *Restrictions Against Misusing the Services*.

(a) *No Scraping*. Customer will not export, extract, or otherwise scrape Google Maps Content for use outside the Services. For example, Customer will not: (i) pre-fetch, index, store, reshare, or rehost Google Maps Content outside the services; (ii) bulk download Google Maps tiles, Street View images, geocodes, directions, distance matrix results, roads information, places information, elevation values, and time zone details; (iii) copy and save business names, addresses, or user reviews; or (iv) use Google Maps Content with text-to-speech services.

(b) *No Caching*. Customer will not cache Google Maps Content except as expressly permitted under the Maps Service Specific Terms.

(c) *No Creating Content From Google Maps Content*. Customer will not create content based on Google Maps Content. For example, Customer will not: (i) trace or digitize roadways, building outlines, utility posts, or electrical lines from the Maps JavaScript API Satellite base map type; (ii) create 3D building models from 45° Imagery from Maps JavaScript API; (iii) build terrain models based on elevation values from the Elevation API; (iv) use latitude/longitude values from the Places API as an input for point-in-polygon analysis; (v) construct an index of tree locations within a city from Street View imagery; (vi) convert text-based driving times into synthesized speech results; or (vii) use Google Maps Content to improve machine learning and artificial intelligence models, including to train, test, validate or fine-tune the models.

(d) *No Re-Creating Google Products or Features*. Customer will not use the Services to create a product or service with features that are substantially similar to or that re-create the features of another Google product or service. Customer's product or service must contain substantial, independent value and features beyond the Google products or services. For example, Customer will not: (i) re-distribute the Google Maps Core Services or pass them off as if they were Customer's services; (ii) use the Google Maps Core Services to create a substitute of the Google Maps Core Services, Google Maps, or Google Maps mobile apps, or their features; (iii) use the Google Maps Core Services in a listings or directory service or to create or augment an advertising product; (iv) combine data from the Directions API, Geolocation API, and Maps SDK for Android to create real-time navigation functionality substantially similar to the functionality provided by the Google Maps for Android mobile app.

(e) *No Use With Non-Google Maps*. To avoid quality issues and/or brand confusion, Customer will not use the Google Maps Core Services with or near a non-Google Map in a Customer Application. For example, Customer will not (i) display or use Places content on a non-Google Map, (ii) display Street View imagery and non-Google Maps on the same screen, or (iii) link a Google Map to non-Google Maps Content or a non-Google Map.

(f) *No Use in Embedded Vehicle Systems*. Customer will not use the Google Maps Core Services in connection with any Customer Application or device embedded in a vehicle. For example, Customer will not create a Customer Application that (i) is embedded in an in-dashboard automotive infotainment system; and (ii) allows End Users to request driving directions from the Directions API.

(g) *No Modifying Search Results Integrity*. Customer will not modify any of the Google Maps Core Services' search results.

3.2.4 *Benchmarking*. If Customer publicly discloses (whether directly or through a third party) the results of any comparative or compatibility testing, benchmarking, or evaluation of the Services (each, a "Test"): (a) the disclosure must include all information necessary for Google or a third party to replicate the Test; and (b) Google may conduct and publicly disclose the results of Tests against publicly available products or services provided by Customer.

4. Customer Obligations.

4.1 *Compliance*. Customer will: (a) ensure that Customer's and its End Users' use of the Services complies with the Agreement; (b) prevent and terminate any unauthorized use of or access to its Account(s) or the Services; and (c) promptly notify Google of any unauthorized use of or access to its Account(s) or the Services of which Customer becomes aware.

4.2 *Documentation*. Google may provide Documentation for Customer's use of the Services. The Documentation may specify restrictions (e.g. attribution or HTML restrictions) on how the Services may be used and Customer will comply with any such restrictions specified.

4.3 *Copyright Policy*. Google will respond to notices of alleged copyright infringement and may terminate repeat infringers in appropriate circumstances as required to maintain safe harbor for online service providers under the U.S. Digital Millennium Copyright Act. If Customer believes a person or entity is infringing Customer's or End Users' copyrights and would like to notify Google, Customer can find information about submitting notices, and Google's policy about responding to notices at https://www.google.com/dmca.

4.4 *Data Use, Protection, and Privacy*.

(a) *Data Use and Retention*. To provide the Services through the Customer Application(s), Google collects and receives data from Customer and End Users (and End Users' End Users, if any), including search terms, IP addresses, and latitude/longitude coordinates. Customer acknowledges and agrees that Google and its Affiliates may use and retain this data to provide and improve Google products and services, subject to the Google Privacy Policy at https://policies.google.com/privacy.

(b) *Data Protection Terms*. Google and Customer agree to the Controller-Controller Data Protection Terms at https://business.safety.google/controllerterms/.

(c) *End User Requirements*.

(i) *End User Privacy*. Customer's use of the Services in the Customer Application will comply with applicable privacy laws, including laws regarding Services that store and access Cookies on End Users' devices. Customer will comply with the then-current Consent Policy at https://www.google.com/about/company/user-consent-policy/, if applicable.

(ii) *End User Personal Data*. Through the normal functioning of the Google Maps Core Services, End Users provide personally identifiable information and Personal Data directly to Google, subject to the then-current Google Privacy Policy at https://policies.google.com/privacy. However, Customer will not provide to Google (1) any End User's personally identifiable information; or (2) any European End User's Personal Data (where "European" means "European Economic Area, Switzerland, or the UK").

(iii) *End User Location Privacy Requirements*. To safeguard End Users' location privacy, Customer will ensure that the Customer Application(s): (A) notify End

Users in advance of (1) the type(s) of data that Customer intends to collect from the End Users or the End Users' devices, and (2) the combination and use of End User's location with any other data provider's data; and (B) will not obtain or cache any End User's location except with the End User's express, prior, revocable consent.

5. Suspension.

5.1 *AUP Violations*. If Google becomes aware that Customer's or any End User's use of the Services violates the AUP, Google will notify Customer and request Customer correct the violation. If Customer fails to correct the violation within 24 hours, or if Google is otherwise required by applicable law to take action, then Google may Suspend all or part of Customer's use of the Services until the violation is corrected.

5.2 *Other Suspension*. Notwithstanding Section 5.1 (AUP Violations), Google may immediately Suspend Customer's use of the Services if (a) Google reasonably believes Suspension is needed to protect the Services, Google's infrastructure supporting the Services, or any other customer of the Services (or their End Users); (b) Google is required to Suspend such use to comply with applicable law; (c) there is suspected unauthorized third-party access to the Services; or (d) Customer violates Section 3.2 (License Requirements and Restrictions), or Section 4.4 (Data Use, Protection, and Privacy). Google will lift any such Suspension when the circumstances giving rise to the Suspension have been resolved to Google's satisfaction. At Customer's request, Google will, unless prohibited by applicable law, notify Customer of the basis for the Suspension as soon as is reasonably possible.

5.3 *For Alleged Third-Party Intellectual Property Rights Infringement*. If the Customer Application is alleged to infringe a third party's Intellectual Property Rights, Google may suspend all use of the Google Maps Services in the Customer Application on 30 days' written notice until such allegation is fully resolved. This Section 5.3 (For Alleged Third-Party Intellectual Property Rights Infringement) does not reduce Customer's obligations under Section 14 (Indemnification).

6. Intellectual Property Rights; Feedback.

6.1 *Intellectual Property Rights*. Except as expressly stated in the Agreement, the Agreement does not grant either party any rights, implied or otherwise, to the other's content or any of the other's intellectual property. As between the parties, Customer retains all Intellectual Property Rights in the Customer Application, and Google retains all Intellectual Property Rights in the Google Maps Core Services.

6.2 *Customer Feedback*. If Customer provides Google feedback or suggestions about the Services ("Feedback"), then Google may use that Feedback without restriction and without obligation to Customer.

7. Third Party Legal Notices and License Terms.

Certain components of the Services (including open source software) are subject to third-party copyright and other Intellectual Property Rights, as specified in: (a) the Google Maps/Google Earth Legal Notices at https://www.google.com/help/legalnotices_maps/; and (b) separate, publicly-available third-party license terms, which Google will provide to Customer on request.

8. Technical Support Services.

8.1 *By Google*. Subject to the payment of applicable support Fees, Google will provide Maps Technical Support Services to Customer during the Term in accordance with the Maps Technical Support Services Guidelines.

8.2 *By Customer*. Customer is responsible for technical support of its Customer Applications and Projects.

9. Confidentiality.

9.1 *Confidentiality Obligations*. The recipient will only use the disclosing party's Confidential Information to exercise the recipient's rights and fulfill its obligations under the Agreement, and will use reasonable care to protect against the disclosure of the disclosing party's Confidential Information. The recipient may disclose Confidential Information only to its employees, Affiliates, agents, or professional advisors ("Delegates") who need to know it and who have agreed in writing (or in the case of professional advisors are otherwise bound) to keep it confidential. The recipient will ensure that its Delegates use the received Confidential Information only to exercise rights and fulfill obligations under this Agreement.

9.2 *Required Disclosure*. Notwithstanding Section 9.1 (Confidentiality Obligations), the recipient and its Affiliates may disclose Confidential Information to the extent required by applicable Legal Process; provided that the recipient or its Affiliates use commercially reasonable efforts to: (a) promptly notify the other party before any such disclosure; and (b) comply with the other party's reasonable requests regarding its efforts to oppose the disclosure. The above subsections (a) and (b) will not apply if the recipient determines that complying with (a) and (b) could (i) result in a violation of Legal Process; (ii) obstruct

a governmental investigation; or (iii) lead to death or serious physical harm to an individual.

9.3 *Disclosure Requests*. As between the parties, Customer is responsible for responding to all third party requests concerning its use and Customer End Users' use of the Services.

10. Term and Termination.

10.1 *Agreement Term*. The term of this Agreement (the "Term") starts on the Effective Date and continues until the Agreement is terminated as stated in this Section 10.

10.2 *Termination for Breach*. To the extent permitted by applicable law, either party may terminate the Agreement immediately on written notice if the other party: (a) is in material breach of the Agreement and fails to cure that breach within 30 days after receipt of written notice; (b) ceases its business operations; or (c) becomes subject to insolvency proceedings and the proceedings are not dismissed within 90 days. Google may terminate Projects or Customer's access to Services, if Customer meets any of the conditions in subsections (a) or (b).

10.3 *Termination for Inactivity*. Google may terminate the provision of Services to a Customer Project with 30 days' advance notice if, for a period of 60 days, the Project has not (a) made any requests to the Services; and (b) the Project has not incurred any Fees for Services.

10.4 *Termination for Convenience*. Customer may stop using the Services at any time. Subject to any financial commitments in an Order Form or addendum to this Agreement, Customer may terminate this Agreement for its convenience at any time with 30 days' prior written notice, and upon termination, must cease use of the applicable Services. Google may terminate this Agreement or any applicable Order Form for its convenience at any time without liability to Customer, with 30 days' prior written notice to Customer.

10.5 *Termination Due to Applicable Law; Violation of Laws*. Google may terminate this Agreement immediately on written notice if Google reasonably believes that (a) continued provision of any Service used by Customer would violate applicable law(s) or (b) Customer has violated or caused Google to violate any Anti-Bribery Laws or Export Control Laws.

10.6 *Effects of Termination*. If this Agreement terminates: (a) all rights and access to the Services will terminate; (b) all Fees owed by Customer to Google are immediately due upon receipt of the final electronic bill or as stated in the final invoice; and (c) Customer will delete the Software and any content from the Services by the termination effective date.

11. Publicity.

Customer may state publicly that it is a Google customer and display Google Brand Features in accordance with the Trademark Guidelines. Google may use Customer's name or Brand Features in online or offline promotional materials of the Services. Each party may use the other party's Brand Features only as permitted in the Agreement. Any use of a party's Brand Features will inure to the benefit of the party holding Intellectual Property Rights to those Brand Features. A party may revoke the other party's right to use its Brand Features under this Section with written notice to the other party and a reasonable period to stop the use.

12. Representations and Warranties.

Each party represents and warrants that: (a) it has full power and authority to enter into the Agreement; and (b) it will comply with Export Control Laws and Anti-Bribery Laws applicable to its provision, receipt, or use, of the Services, as applicable.

13. Disclaimer.

EXCEPT AS EXPRESSLY PROVIDED FOR IN THE AGREEMENT, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, GOOGLE: (A) DOES NOT MAKE ANY WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, INCLUDING WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR USE, NONINFRINGEMENT, OR ERROR-FREE OR UNINTERRUPTED USE OF THE SERVICES OR SOFTWARE; (B) MAKES NO REPRESENTATION ABOUT CONTENT OR INFORMATION ACCESSIBLE THROUGH THE SERVICES; AND (C) SUBJECT TO APPLICABLE LAW, WILL ONLY BE REQUIRED TO PROVIDE THE REMEDIES EXPRESSLY STATED IN THE SLA FOR FAILURE TO PROVIDE THE SERVICES. GOOGLE MAPS CORE SERVICES ARE PROVIDED FOR PLANNING PURPOSES ONLY. INFORMATION FROM THE GOOGLE MAPS CORE SERVICES MAY DIFFER FROM ACTUAL CONDITIONS, AND MAY NOT BE SUITABLE FOR THE CUSTOMER APPLICATION. CUSTOMER MUST EXERCISE INDEPENDENT JUDGMENT WHEN USING THE SERVICES TO ENSURE THAT (i) GOOGLE MAPS ARE SUITABLE FOR THE CUSTOMER APPLICATION; AND (ii) THE CUSTOMER APPLICATION IS SAFE FOR END USERS AND OTHER THIRD PARTIES.

14. Indemnification.

14.1 *Customer Indemnification Obligations*. Unless prohibited by applicable law, Customer will defend Google and its Affiliates and indemnify them against Indemnified Liabilities in

any Third-Party Legal Proceeding to the extent arising from (a) any Customer Indemnified Materials or (b) Customer's or an End User's use of the Services in violation of the AUP or in violation of the Agreement.

14.2 *Google Indemnification Obligations*. Google will defend Customer and its Affiliates participating under the Agreement ("Customer Indemnified Parties"), and indemnify them against Indemnified Liabilities in any Third-Party Legal Proceeding to the extent arising from an Allegation that Customer Indemnified Parties' use of Google Indemnified Materials infringes the third party's Intellectual Property Rights. Google's indemnity obligations under this Section 14.2 (Google's Indemnification Obligations) will be subject to the liability cap in Section 15.1(b)(Limited Liabilities).

14.3 *Indemnification Exclusions*. Sections 14.1 (Customer Indemnification Obligations) and 14.2 (Google Indemnification Obligations) will not apply to the extent the underlying Allegation arises from (a) the indemnified party's breach of the Agreement or (b) a combination of the Customer Indemnified Materials or Google Indemnified Materials (as applicable) with materials not provided by the indemnifying party, unless the combination is required by the Agreement.

14.4 *Indemnification Conditions*. Sections 14.1 (Customer Indemnification Obligations) and 14.2 (Google Indemnification Obligations) are conditioned on the following:

(a) The indemnified party must promptly notify the indemnifying party in writing of any Allegation(s) that preceded the Third-Party Legal Proceeding and cooperate reasonably with the indemnifying party to resolve the Allegation(s) and Third-Party Legal Proceeding. If breach of this Section 14.4(a) prejudices the defense of the Third-Party Legal Proceeding, the indemnifying party's obligations under Section 14.1 (Customer Indemnification Obligations) or 14.2 (Google Indemnification Obligations) (as applicable) will be reduced in proportion to the prejudice.

(b) The indemnified party must tender sole control of the indemnified portion of the Third-Party Legal Proceeding to the indemnifying party, subject to the following: (i) the indemnified party may appoint its own non-controlling counsel, at its own expense; and (ii) any settlement requiring the indemnified party to admit liability, pay money, or take (or refrain from taking) any action, will require the indemnified party's prior written consent, not to be unreasonably withheld, conditioned, or delayed.

14.5 *Remedies*.

(a) If Google reasonably believes the Services might infringe a third party's Intellectual Property Rights, then Google may, at its sole option and expense: (i) procure the right for Customer to continue using the Services; (ii) modify the Services to make them non-

infringing without materially reducing their functionality; or (iii) replace the Services with a non-infringing, functionally equivalent alternative.

(b) If Google does not believe the remedies in Section 14.5(a) are commercially reasonable, then Google may Suspend or terminate Customer's use of the impacted Services.

14.6 *Sole Rights and Obligations*. Without affecting either party's termination rights and to the extent permitted by applicable law, this Section 14 states the parties' sole and exclusive remedy under the Agreement for any Allegations of Intellectual Property Rights infringement covered by this Section 14 (Indemnification).

15. Liability.

15.1 *Limited Liabilities*

(a) To the extent permitted by applicable law and subject to Section 15.2 (Unlimited Liabilities), neither party and Google's licensors will have any Liability arising out of or relating to the Agreement for any (i) indirect, consequential, special, incidental, or punitive damages or (ii) lost revenues, profits, savings, or goodwill.

(b) Each party's total aggregate Liability for damages arising out of or relating to the Agreement is limited to the Fees Customer paid under the Agreement during the 12 month period before the event giving rise to Liability.

15.2 *Unlimited Liabilities*. Nothing in the Agreement excludes or limits either party's Liability for:

(a) its infringement of the other party's Intellectual Property Rights

(b) its payment obligations under the Agreement; or

(c) matters for which liability cannot be excluded or limited under applicable law.

16. Advertising.

In its sole discretion, Customer may configure the Service to either display or not display advertisements served by Google.

17. U.S. Federal Agency Users.

The Services were developed solely at private expense and are commercial computer software and related documentation within the meaning of the applicable Federal

Acquisition Regulations and their agency supplements.

18. Miscellaneous.

18.1 *Notices*. Under this Agreement, notices to Customer must be sent to the Notification Email Address and notices to Google must be sent to legal-notices@google.com. Notice will be treated as received when the email is sent. Customer is responsible for keeping its Notification Email Address current throughout the Term.

18.2 *Assignment*. Customer may not assign the Agreement without the written consent of Google, except to an Affiliate where: (a) the assignee has agreed in writing to be bound by the terms of the Agreement; (b) the assigning party remains liable for obligations under the Agreement if the assignee defaults on them; and (c) the assigning party has notified the other party of the assignment. Any other attempt by Customer to assign is void. Google may assign the Agreement without the written consent of Customer by notifying Customer of the assignment.

18.3 *Change of Control*. If a party experiences a change of Control other than an internal restructuring or reorganization (for example, through a stock purchase or sale, merger, or other form of corporate transaction), then: (a) that party will give written notice to the other party within 30 days after the change of Control; and (b) the other party may immediately terminate the Agreement any time between the change of Control and 30 days after it receives that written notice.

18.4 *Force Majeure*. Neither party will be liable for failure or delay in performance to the extent caused by circumstances beyond its reasonable control, including acts of God, natural disasters, terrorism, riots, or war.

18.5 *Subcontracting*. Google may subcontract obligations under this Agreement but will remain liable to Customer for any subcontracted obligations.

18.6 *No Agency*. This Agreement does not create any agency, partnership or joint venture between the parties.

18.7 *No Waiver*. Neither party will be treated as having waived any rights by not exercising (or delaying the exercise of) any rights under this Agreement.

18.8 *Severability*. If any part of this Agreement is invalid, illegal, or unenforceable, the rest of this Agreement will remain in effect.

18.9 *No Third-Party Beneficiaries*. This Agreement does not confer any benefits on any third party unless it expressly states that it does.

18.10 *Equitable Relief*. Nothing in this Agreement will limit either party's ability to seek equitable relief.

18.11 *Governing Law*.

(a) *For U.S. City, County, and State Government Entities*. If Customer is a U.S. city, county or state government entity, then this Agreement will be silent regarding governing law and venue.

(b) *For U.S. Federal Government Entities*. If Customer is a U.S. federal government entity then the following applies: ALL CLAIMS ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE SERVICES WILL BE GOVERNED BY THE LAWS OF THE UNITED STATES OF AMERICA, EXCLUDING ITS CONFLICT OF LAWS RULES. SOLELY TO THE EXTENT PERMITTED BY FEDERAL LAW: (I) THE LAWS OF THE STATE OF CALIFORNIA (EXCLUDING CALIFORNIA'S CONFLICT OF LAWS RULES) WILL APPLY IN THE ABSENCE OF APPLICABLE FEDERAL LAW; AND (II) FOR ALL CLAIMS ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE SERVICES, THE PARTIES CONSENT TO PERSONAL JURISDICTION IN, AND THE EXCLUSIVE VENUE OF, THE COURTS IN SANTA CLARA COUNTY, CALIFORNIA.

(c) *For All Other Entities*. If Customer is any entity not identified in Section 18.11 (a) (For U.S. City, County, and State Government Entities) or 18.11(b) (For U.S. Federal Government Entities) then the following applies: ALL CLAIMS ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE SERVICES WILL BE GOVERNED BY CALIFORNIA LAW, EXCLUDING THAT STATE'S CONFLICT OF LAWS RULES, AND WILL BE LITIGATED EXCLUSIVELY IN THE FEDERAL OR STATE COURTS OF SANTA CLARA COUNTY, CALIFORNIA, USA; THE PARTIES CONSENT TO PERSONAL JURISDICTION IN THOSE COURTS.

18.12 *Amendments*. Except as stated in Section 1.3 (b)(Updates; To the Agreement), any amendment to the Agreement must be in writing, expressly state that it is amending this Agreement, and be signed by both parties.

18.13 *Survival*. The following will survive expiration or termination of this Agreement: Section 2 (Payment Terms), Section 3.2 (License Requirements and Restrictions), Section 4.3 (Copyright Policy), Section 4.4 (Data Use, Protection, and Privacy), Section 6 (Intellectual Property Rights; Feedback), Section 7 (Third Party Legal Notices and License Terms), Section 9 (Confidentiality), Section 10.6 (Effects of Termination), Section 13 (Disclaimer), Section 14 (Indemnification), Section 15 (Liability), Section 18 (Miscellaneous), and Section 20 (Definitions).

18.14 *Entire Agreement*. This Agreement states all terms agreed between the parties and supersedes any prior or contemporaneous agreements between the parties relating to its subject matter. In entering into this Agreement, neither party has relied on, and neither

party will have any right or remedy based on, any statement, representation or warranty (whether made negligently or innocently), except those expressly stated in this Agreement. This Agreement includes URL links to other terms (including the URL Terms), which are incorporated by reference into the Agreement. After the Effective Date, Google may provide an updated URL in place of any URL in the Agreement.

18.15 *Conflicting Terms*. If there is a conflict between the documents that make up this Agreement, then the documents will control in the following order: the Agreement and the terms at any URL.

18.16 *Conflicting Languages*. If this Agreement is translated into any other language, and there is a discrepancy between the English text and the translated text, the English text will govern.

19. Reseller Orders.

This Section applies if Customer orders the Services from a Reseller under a Reseller Agreement (including the Reseller Order Form).

19.1 *Orders*. If Customer orders Services from Reseller, then: (a) fees for the Services will be set between Customer and Reseller, and any payments will be made directly to Reseller under the Reseller Agreement; (b) Section 2 of the Agreement (Payment Terms) will not apply to the Services; (c) Customer will receive any applicable SLA credits from Reseller, if owed to Customer in accordance with the SLA; and (d) Google will have no obligation to provide any SLA credits to a Customer who orders Services from the Reseller.

19.2 *Conflicting Terms*. If Customer orders Google Maps Core Services from a Reseller and if any documents conflict, then the documents will control in the following order: the Agreement, the terms at any URL (including the URL Terms), and the Reseller Order Form. For example, if there is a conflict between the Maps Service Specific Terms and the Reseller Order Form, the Maps Service Specific Terms will control.

19.3 *Reseller as Administrator*. At Customer's discretion, Reseller may access Customer's Projects, Accounts, or the Services on behalf of Customer. As between Google and Customer, Customer is solely responsible for: (a) any access by Reseller to Customer's Account(s), Project(s), or the Services; and (b) defining in the Reseller Agreement any rights or obligations as between Reseller and Customer with respect to the Accounts, Projects, or Services.

19.4 *Reseller Verification of Customer Application(s)*. Before providing the Services, Reseller may also verify that Customer owns or controls the Customer Applications. If

Reseller determines that Customer does not own or control the Customer Applications, then Google will have no obligation to provide the Services to Customer.

19.5 *Mobility Services Terms*. If Customer purchases the then current Google Maps Mobility services described at https://developers.google.com/maps/documentation/mobility/services/terms (including Google Maps Content) from a Reseller (a) the Mobility Services Terms that Reseller must provide to Customer are incorporated by reference into this Agreement, and (b) such services will be deemed to be "Services" in respect of the purchase and use of such services (as such term may be amended by the Mobility Services Terms).

20. Definitions.

"*Account*" means Customer's Google Maps Platform Account.

"*Admin Console*" means the online console(s) or dashboard provided by Google to Customer for administering the Services.

"*Admin Console Documentation*" means the then-current documentation described at https://cloud.google.com/docs.

"*Affiliate*" means any entity that directly or indirectly Controls, is Controlled by, or is under common Control with a party.

"*Allegation*" means an unaffiliated third party's allegation.

"*Anti-Bribery Laws*" means all applicable commercial and public anti-bribery laws, (for example, the U.S. Foreign Corrupt Practices Act of 1977 and the UK Bribery Act 2010), which prohibit corrupt offers of anything of value, either directly or indirectly, to anyone, including government officials, to obtain or keep business or to secure any other improper commercial advantage. "Government officials" include any government employee; candidate for public office; and employee of government-owned or government-controlled companies, public international organizations, and political parties.

"*AUP*" or "*Acceptable Use Policy*" means the then-current Acceptable Use Policy for the Services described at https://cloud.google.com/maps-platform/terms/aup/.

"*Brand Features*" means each party's trade names, trademarks, service marks, logos, domain names, and other distinctive brand features of each party, respectively, as secured by such party from time to time.

"*Confidential Information*" means information that one party (or an Affiliate) discloses to the other party under this Agreement, and which is marked as confidential or would

normally under the circumstances be considered confidential information. It does not include information that is independently developed by the recipient, is rightfully given to the recipient by a third party without confidentiality obligations, or becomes public through no fault of the recipient.

"*Control*" means control of greater than 50% of the voting rights or equity interests of a party.

"*Customer Application*" means any web page or application (including all source code and features) that has material value independent of the Services and is owned or controlled by Customer, or that Customer is authorized to use.

"*Customer End User*" or "*End User*" means an individual or entity that Customer permits to use the Services or Customer Application(s).

"*Customer Indemnified Materials*" means the Customer Application and Customer Brand Features.

"*Documentation*" means the then-current Google documentation described at https://developers.google.com/maps/documentation/.

"*Downstream Products*" are Customer's users' websites, applications, or other products. For example, if the Customer Application is a platform that helps users build their own websites and embed Google Maps in those websites, then those users' websites are "Downstream Products."

"*Europe*" or "*European*" means European Economic Area, Switzerland, or the UK.

"*Export Control Laws*" means all applicable export and re-export control laws and regulations, including any applicable munitions- or defense-related regulations (for example, the International Traffic in Arms Regulations maintained by the U.S. Department of State).

"*Fee Accrual Period*" means a calendar month or another period specified by Google in the Admin Console.

"*Fees*" means the amount of Services used or ordered by Customer multiplied by the Prices, plus any applicable Taxes.

"*Fee Threshold*" means the then-current threshold, as applicable for certain Services, as set out in the Admin Console.

"*Google Indemnified Materials*" means Google's technology used to provide the Services (excluding any open source software) and Google's Brand Features.

"*Google Maps Content*" means any content provided through the Services (whether created by Google or its third-party licensors), including map and terrain data, imagery, traffic data, and places data (including business listings).

"*High Risk Activities*" means activities where the use or failure of the Services could lead to death, personal injury, or environmental damage, including (a) emergency response services; (b) autonomous and semi-autonomous vehicle or drone control; (c) vessel navigation; (d) aviation; (e) air traffic control; (f) nuclear facilities operation.

"*HIPAA*" means the Health Insurance Portability and Accountability Act of 1996 as it may be amended, and any regulations issued under it.

"*including*" means "including but not limited to".

"*Indemnified Liabilities*" means any (a) settlement amounts approved by the indemnifying party; and (b) damages and costs finally awarded against the indemnified party and its Affiliates by a court of competent jurisdiction.

"*Intellectual Property Rights*" means all patent rights, copyrights, trademark rights, rights in trade secrets (if any), design rights, database rights, domain name rights, moral rights, and any other intellectual property rights (registered or unregistered) throughout the world.

"*Legal Process*" means an information disclosure request made under law, governmental regulation, court order, subpoena, warrant, governmental regulatory or agency request, or other valid legal authority, legal procedure, or similar process.

"*Liability*" means any liability, whether under contract, tort (including negligence), or otherwise, regardless of whether foreseeable or contemplated by the parties.

"*Maps Service Specific Terms*" means the then-current terms specific to one or more Services described at https://cloud.google.com/maps-platform/terms/maps-service-terms/.

"*Maps Technical Support Services*" and "TSS" means the technical support service provided by Google to Customer under the then-current Maps Technical Support Services Guidelines.

"*Maps Technical Support Services Guidelines*" means the then-current technical support service guidelines described at https://cloud.google.com/maps-platform/terms/tssg/.

"*Notification Email Address*" means the email address(es) designated by Customer in the Admin Console.

"*Personal Data*" has the meaning given to it in the then-current Google Controller Controller Data Protection Terms at https://business.safety.google/controllerterms/.

"*Price*" means the then-current applicable price(s) stated at https://g.co/maps/pricelist.

"*Prohibited Territory*" means the then-current countries listed at https://cloud.google.com/maps-platform/terms/maps-prohibited-territories.

"*Project*" means a Customer-selected grouping of Google Maps Core Services resources for a particular Customer Application.

"*Reseller*" means, if applicable, the authorized unaffiliated third-party reseller that sells or supplies the Services to Customer.

"*Reseller Agreement*" means, if applicable, a separate, independent agreement between Customer and Reseller regarding the Services.

"*Reseller Order Form*" means an order form entered into by Reseller and Customer, subject to the Reseller Agreement.

"*Services*" and "*Google Maps Core Services*" means the services described at https://cloud.google.com/maps-platform/terms/maps-services/. The Services include the Google Maps Content and the Software.

"*SLA*" or "*Service Level Agreement*" means each of the then-current service level agreements at: https://cloud.google.com/maps-platform/terms/sla/.

"*Software*" means any downloadable tools, software development kits, or other computer software provided by Google for use as part of the Services, including updates.

"*Suspend*" or "*Suspension* " means disabling access to or use of the Services or components of the Services.

"*Taxes*" means all government-imposed tax obligations (including taxes, duties, and withholdings) except for those based on Google's net income, net worth, asset value, property value, or employment.

"*Term*" has the meaning stated in Section 10.1 of the Agreement.

"*Third-Party Legal Proceeding*" means any formal legal proceeding filed by an unaffiliated third party before a court or government tribunal (including any appellate proceeding).

"*Trademark Guidelines*" means the then-current (a) Google's Brand Terms and Conditions, located at: https://about.google/brand-resource-center/brand-terms/ and (b) the "Use of Trademarks" section of the "Using Google Maps, Google Earth and Street

View" permissions page at https://about.google/brand-resource-center/products-and-services/geo-guidelines/#geotrademark.

"*URL Terms*" means the following, which will control in the following order if there is a conflict:

(a) the Maps Service Specific Terms;

(b) the SLA;

(c) the AUP;

(d) the Maps Technical Support Services Guidelines;

(e) the Legal Notices for Google Maps/Google Earth and Google Maps/Google Earth APIs at https://www.google.com/help/legalnotices_maps/; and

(f) the Google Maps End User Additional Terms of Service at https://maps.google.com/help/terms_maps/.

21. Regional Terms.

Customer agrees to the following modifications to the Agreement if Customer's billing address is in the applicable region as described below:

Asia Pacific - Australia

Google Australia Pty Ltd	A new Section 13A is added as follows: 13A. This Section 13A applies only if the Services are subject to statutory guarantees under the Australian Competition and Consumer Act 2010 ("ACCA"). Applicable laws, including the ACCA, may confer rights and remedies into this Agreement that cannot be excluded, and which are

not excluded by this Agreement. To the extent that the applicable laws permit Google to limit their operation, Google's and its Affiliates' liability under those laws will be limited at its option, to the supply of the Services again, or payment of the cost of having the Services supplied again.

Section 15.1(b) (Limitation on Amount of Liability) is replaced with the following:

15.1(b) Each party's total aggregate Liability for damages arising out of or relating to the Agreement is limited to the greater of (i) the Fees Customer paid under the Agreement during the 12 month period before the event giving rise to Liability, or (ii) $AUD1,000.

Section 18.11(c) (Governing Law For All Other Entities) is amended by inserting the following text at the end of that Section: "IF APPLICABLE LAW PREVENTS A DISPUTE FROM BEING RESOLVED IN A CALIFORNIA COURT, THEN CUSTOMER MAY FILE THE DISPUTE IN CUSTOMER'S LOCAL COURTS. IF APPLICABLE LAW PREVENTS CUSTOMER'S LOCAL COURT FROM APPLYING CALIFORNIA LAW TO RESOLVE A DISPUTE, THEN THE DISPUTE WILL BE GOVERNED BY THE APPLICABLE LOCAL LAWS OF CUSTOMER'S COUNTRY,

STATE, OR OTHER PLACE OF RESIDENCE."

Section 18.14 (Entire Agreement) is amended by inserting the following text at the end of that Section: "Nothing in this Agreement excludes a party's liability for prior written or oral misrepresentation."

Asia Pacific - Indonesia

PT Google Cloud Indonesia

1. The following is added as Section 10.7 (Termination Waiver):

10.7 *Termination Waiver*. The parties agree to waive any provisions under any applicable laws to the extent that a court decision or order is required for the termination of this Agreement.

2. Section 18.11 (Governing Law) is deleted and replaced with the following:

18.11 *Governing Law*.

(a) The parties will try in good faith to settle any dispute within 30 days after the dispute arises. If the dispute is not resolved within 30 days, it must be resolved by arbitration by the American Arbitration Association's International Centre for Dispute

Resolution in accordance with its Expedited Commercial Rules in force as of the date of the Agreement ("Rules").

(b) The parties will mutually select one arbitrator. The arbitration will be conducted in English in Santa Clara County, California, USA.

(c) Either party may apply to any competent court for injunctive relief necessary to protect its rights pending resolution of the arbitration. The arbitrator may order equitable or injunctive relief consistent with the remedies and limitations in the Agreement.

(d) Subject to the confidentiality requirements in Section 18.11(f), either party may petition any competent court to issue any order necessary to protect that party's rights or property; this petition will not be considered a violation or waiver of this governing law and arbitration section and will not affect the arbitrator's powers, including the power to review the judicial decision. The parties stipulate that the courts of Santa Clara County, California, USA, are competent to grant any order under this Section 18.11(d).

(e) The arbitral award will be final and binding on the parties and its execution may be presented in any competent court, including any court with jurisdiction over either party or any of its property.

(f) Any arbitration proceeding conducted in accordance with this Section will be considered Confidential Information under the Agreement's confidentiality section, including (i) the existence of, (ii) any information disclosed during, and (iii) any oral communications or documents related to the arbitration proceedings. The parties may also disclose the information described in this Section 18.11(f) to a competent court as may be necessary to file any order under Section 18.11(d) or execute any arbitral decision, but the parties must request that those judicial proceedings be conducted in camera (in private).

(g) The parties will pay the arbitrator's fees, the arbitrator's appointed experts' fees and expenses, and the arbitration center's administrative expenses in accordance with the Rules. In its final decision, the arbitrator will determine the non-prevailing party's obligation to reimburse the amount paid in advance by the prevailing party for these fees.

(h) Each party will bear its own lawyers' and experts' fees and expenses, regardless of the arbitrator's final decision regarding the Dispute.

(i) The parties agree that a decision of the arbitrators need

not to be made within any specific time period.

3. Section 18.16 (Conflicting Languages) is deleted and replaced with the following:

18.16 *Conflicting Languages*. This Agreement is made in the Indonesian and the English language, and both versions are equally authentic. In the event of any inconsistency or different interpretation between the Indonesian version and the English version, the parties agree to amend the Indonesian version to make the relevant part of the Indonesian version consistent with the relevant part of the English version.

Asia Pacific — India

Google Cloud India Private Limited	Google Cloud India Private Limited has been appointed by Google Asia Pacific Pte. Ltd. ('GAP') as a non-exclusive reseller of the Services (as defined below) in India. For avoidance of any doubts, whilst in this Agreement, both the entities have been referred to as 'Google.' It is hereby clarified that wherever the provisions refer to Google for sales or rights and

obligations in relation thereto (including any terms relating to invoicing for sale of services, credit limit, termination of this Agreement, etc.), 'Google' shall mean Google Cloud India Private Limited, and wherever in this Agreement, the provisions refer to 'Google' as a provider of the Services or rights and obligations in relation thereto shall mean 'GAP'.

Google Cloud India Private Limited may execute Order Form(s) referencing this Agreement, but the Order Form will form a separate contract between Google Cloud India Private Limited and the Customer, and incorporate all of the terms of this Agreement. Under this Agreement, whereas, as a reseller of Services, Google Cloud India Private Limited purchases the Services from GAP for resale to the Customer, the entire obligation to provide such Services under this Agreement will be met by GAP and as such, Google Cloud India Private Limited will not have any obligation related to performance of Services.

Section 2 (Payment Terms) is replaced as follows:

2. *Payment Terms*.

2.1 *Payment*.

(a) Google will invoice Customer for the Fees. **Payments for**

invoices are due 60 days after the invoice date (unless otherwise specified on the Order Form) and are considered overdue after such date. All payments are due in the currency described in the invoice. Wire transfer payments must include the bank information described in the invoice.

2.2 *Taxes*.

(a) In consideration of the sale of Services, Customer agrees to pay to Google, the Fees plus any applicable Taxes. If Google is obligated to collect or pay Taxes, the Taxes will be invoiced to Customer along with the Fees for sale of Services, unless Customer provides Google with a timely and valid tax exemption certificate authorized by the appropriate taxing authority.

(b) If required under the applicable law, Customer will provide Google with applicable tax identification information (Goods and Services Tax Identification Number ("GSTIN"), location where the Services would be received by the customer, tax status etc.) that Google may require to ensure its compliance with applicable tax regulations in India. The Customer acknowledges that all the details provided such as the GSTIN, location where the Services would be received by the Customer, tax

status etc. are correct. The address and GSTIN provided are of the location where the Services would be received by the Customer. Customer will be liable to pay (or reimburse Google for) any taxes, interest or fines arising out of any mis-declaration by the Customer.

(c) If Customer is required by law to withhold any amounts for Income Tax on its payments to Google for sale of services, Customer must provide Google in a timely manner with a withholding tax certificate or other appropriate documentation and undertake to carry out the necessary compliances as per the applicable tax laws in India to enable Google to claim credit of such withholding taxes and provide support, as may be required for such purpose.

2.3 *Invoice Disputes*.

(a) Customer must submit any invoice disputes to collections@google.com before the Payment Due Date. If the parties determine that Fees were incorrectly invoiced, then Google will issue a credit equal to the agreed amount.

2.4 *Delinquent Payments; Suspension*.

Late payments (which, for clarity, do not include amounts subject to a good faith payment dispute

submitted before the payment due date), may bear interest at the rate of 1.5% per month (or the highest rate permitted by law, if less) from the payment due date until paid in full. Customer will be responsible for all reasonable expenses (including attorneys' fees) incurred by Google in collecting such delinquent amounts. Further, in the event of any late payment for the Services is overdue, Google may Suspend the Services.

2.5 *No Purchase Order Number Required*.

Customer is obligated to pay all applicable Fees without any requirement for Google to provide a purchase order number on Google's invoice (or otherwise).

Section 18.11 (Governing Law) is replaced as follows:

18.11 *Governing Law*.

All claims arising out of or relating to this Agreement will be governed by laws of India, excluding that state's conflict of laws rules, and will be litigated exclusively in the courts of New Delhi; the parties consent to exclusive jurisdiction in those courts. Notwithstanding the above, the Customer can and will bring all claims with respect to Google under this Agreement against Google Cloud India Private Limited.

The definition of "Prices" under Section 20 (Definitions) is replaced as follows:

"Prices" mean the then-current applicable price(s) stated at https://g.co/maps/pricelist-india for eligible accounts.

The definition of "Taxes" under Section 20 (Definitions) is replaced as follows:

"*Taxes*" means all taxes as per the applicable law including but not limited to any duties, or taxes (other than income tax on income), including indirect taxes such as goods and services tax ("GST") or the taxes associated with the purchase of the Services.

Latin America (excl. Mexico and Brazil)

Google LLC

Section 18.11 (Governing Law) is replaced by the following:

Governing Law, Arbitration.

(a) *Governing Law*. This Agreement is governed by the laws of the State of California, USA, excluding its conflict of laws rules.

(b) *Arbitration.*

(i) *Definitions.*

"Dispute" means any contractual or non-contractual dispute regarding this Agreement, including its formation, validity, subject matter, interpretation, performance, or termination.

(ii) *Settlement*. The parties will try in good faith to settle any Dispute within 30 days after a party receives the first notice regarding the Dispute in accordance with Section 18.1 (Notices). If the parties are unable to resolve the Dispute within this 30 day period, either party may refer the Dispute to arbitration in accordance with Section 18.11 (b) (iii) (Arbitration) below.

(iii) *Arbitration*. The parties will refer all Disputes to final, binding arbitration under the rules of the American Arbitration Association's International Centre for Dispute Resolution in accordance with its Expedited Commercial Rules ("Rules"). The arbitration will be conducted in English by one arbitrator in Santa Clara County, California, USA, which will be the seat of arbitration.

(iv) *Confidentiality*. The arbitration is Confidential Information (including the

arbitration's existence and any oral or written information related to it). However, the parties may disclose to a competent court information necessary to execute any arbitral decision, but only if the confidentiality of those materials is maintained in those judicial proceedings.

(v) *Non-Monetary Relief*. The arbitrator may only issue its award based on law, not in equity.

(vi) *Fees and Expenses*. Each party will bear its own lawyers' and experts' fees and expenses, regardless of the arbitrator's final decision regarding the Dispute.

Latin America - Mexico

Google Cloud México, S. de R.L. de C.V.

Section 2.3 (*Taxes*) is replaced as follows:

2.3 *Taxes*. Customer is responsible for any Taxes. If Google is obligated to collect or pay Taxes, the Taxes will be invoiced to Customer, unless Customer provides Google with a timely and valid tax exemption certificate authorized by the appropriate

taxing authority. If Customer is required by law to withhold any Taxes from its payments to Google, Customer must provide Google with an official tax receipt or other appropriate documentation to support such withholding. Google will timely provide customary tax documentation reasonably requested by Customer and vice versa.

Section 3.2.1 (*General Restrictions*) is replaced as follows:

3.2.1 *General Restrictions*. Customer will not: (a) copy, modify, create a derivative work of, reverse engineer, decompile, translate, disassemble, or otherwise attempt to extract any or all of the source code (except to the extent such restriction is expressly prohibited by applicable law); (b) sell, resell, sublicense, transfer, or distribute the Services; or (c) access or use the Services: (i) for High Risk Activities; (ii) in a manner intended to avoid incurring Fees; (iii) for materials or activities that are subject to the International Traffic in Arms Regulations (ITAR) maintained by the United States Department of State or any other applicable legislation that regulates arms traffic; (iv) in a manner that breaches, or causes the breach of, Export Control Laws; or (v) to transmit, store, or process health information subject to United States HIPAA regulations

and in compliance with any Applicable Privacy Law. For purposes of this section, Applicable Privacy Law should mean any national, federal, European Union, state, provincial or other privacy, data security, or data protection law or regulation.

Subsection (b) of Section 15.1 (*Limited Liabilities*) is modified as follows:

(b) To the extent permitted by applicable law, each party's total aggregate Liability for damages arising out of or relating to the Agreement is limited to the Fees Customer paid under the Agreement during the 12 month period before the event giving rise to Liability.

Section 18.11 (*Governing Law*) is replaced by the following:

(a) Governing Law. This Agreement is governed by the laws of the United Mexican States, excluding choice of law rules.

(b) Arbitration.

(i) Definitions. "Dispute" means any contractual or non-contractual dispute regarding this Agreement, including its formation, validity, subject matter, interpretation, performance, or termination.

(ii) Settlement. The parties will try in good faith to settle any Dispute within 30 days after a party receives the first notice regarding the Dispute in accordance with Section 18.1 (Notices). If the parties are unable to resolve the Dispute within this 30-day period, either party may refer the Dispute to arbitration in accordance with Section 18.11 (iii) (Arbitration).

(iii) Arbitration. Except as prohibited by applicable law, the parties will refer all Disputes to final, binding arbitration under the Arbitration Rules of the National Chamber of Commerce of Mexico City in force as of this Agreement's Effective Date ("Rules"). The arbitration will be conducted in Spanish by one arbitrator, mutually selected by the parties, in Mexico City, Mexico, which will be the seat of arbitration.

(iv) Confidentiality. The arbitration is Confidential Information (including the arbitration's existence and any oral or written information related to it). However, the parties may disclose to a competent court information necessary to (a) require the aid of the

competent courts before or during the arbitral proceeding; or (b) execute any arbitral decision, but only if the confidentiality of those materials is maintained in those judicial proceedings.

(v) Non-Monetary Relief. The arbitrator may only issue its award based on law, not in equity, and may not award non-monetary relief.

(vi) Fees and Expenses. Each party will bear its own lawyers' and experts' fees and expenses, and the arbitrator's final decisión must not include any rulings in this regard.

Taxes definition in section 20 (*Definitions*) is replaced as follows:

20. Definitions.

"Taxes" means all government-imposed tax obligations (including taxes, duties, and withholdings), except those based on net income, net worth, asset value, property value, or employment.

PREVIOUS VERSIONS *(Last modified July 14, 2025)*

June 4, 2025 March 31, 2025 March 3, 2025 January 30, 2025

May 6, 2020 April 27, 2020 April 2, 2020 November 21, 2019 May 2, 2019

October 31, 2018 October 1, 2018 July 19, 2018 July 9, 2018 June 7, 2018

May 1, 2018 February 7, 2018

Google Play

Play App Signing Terms of Service

Effective as of 1 August 2021

By enrolling Your account in the Play App Signing service (the 'Service'), You consent to be bound by these terms, in addition to the existing Google Play Developer Distribution Agreement ('DDA') and Google Play Developer Programme Policies (collectively, the 'Agreement'). If there is a conflict between these terms and the Agreement, these terms govern Your use of the Service. Capitalised terms used below, but not defined below, have the meanings ascribed to them under the Agreement.

1. Android App Bundle, Key Generation and Key Storage

1.1. Android App Bundle is the app publishing format used on Google Play. Publishing an Android App Bundle requires using the Service, which enables the Android App Bundle functionality and provides a secure means of handling Your app signing key(s).

1.2. To use the Service, You agree to either provide Your chosen app signing key(s) to Google or have Google generate and store a new app signing key for You.

1.3. You will have the ability to download and review Your APKs that are distributed through Play. You will have the ability to download a single, installable distribution APK signed with the key(s) stored by Google for your own redistribution.

2. Additional Licence Grants

2.1. By using the Service, in addition to the authorizations in the DDA, for the life of the app, You grant Google a non-exclusive licence to (1) use the Android App Bundle that you provide to generate APKs and (2) modify Your app APKs to optimise performance, security and/or size.

2.2. For the avoidance of doubt, services provided herein will not change the purpose of Your app.

3. Permanent Enrolment

3.1. It will not be possible to retrieve Your app signing key once it is provided to or generated by Google. Google may retain indefinitely a backup copy of the key(s) for disaster recovery purposes.

4. Changes to the Agreement

Google Play

and will be deemed accepted by You, (a) immediately for those who use the Service after the notification is posted, or (b) for pre-existing users, on the date specified in the notice. If You do not agree with the modifications to these terms, You may terminate usage of the Service, which will be Your sole and exclusive remedy. You agree that Your continued use of the Service constitutes Your agreement to the modified terms.

Google About Google Google products Privacy Terms

Help English (United States)

Upcoming Android and Google Play deadlines



Our platform and policies constantly evolve to improve the user experience and create a safer ecosystem. This page is updated with the latest information about these policies, including any changes you may be required to make. Thanks for keeping your apps and games up to date.

Google Play Developer Policy ...

How we kept the Google Play & Android app ecosystems safe in 2024

(https://security.googleblog.com/2025/01/how-we-kept-google-play-android-app-ecosystem-safe-2024.html)

Discover how we invested in fighting bad actors, protecting users, and giving developers more tools to safeguard their businesses.

Read more...



(https://security.googleblog.com/2025/01/how-we-kept-google-play-android-app-ecosystem-safe-2024.html)

Timeline

Date	Policy Update
May 2025	We introduced the Photo and Video Permissions policy to reduce the number of apps permitted to request broad photo/video permissions (READ_MEDIA_IMAGES and READ_MEDIA_VIDEO).

Apps may only access photos and videos for purposes directly related to app functionality.
Developers with apps that carry READ_MEDIA_IMAGES and READ_MEDIA_VIDEO permissions must either submit a declaration form to qualify for core use/broad access or remove permissions (if one time/infrequent use case).
Developers may that need more time to submit the completed declaration form may request an extension in Play Console (https://play.google.com/console/developers/app/app-content) until **May 28, 2025**.

May 28, 2025	The Personal Loans policy (https://support.google.com/googleplay/android-developer/answer/9876821#personal-loans) will be updated to include line of credit apps.
August 27, 2025	We're updating the News policy (https://support.google.com/googleplay/android-developer/answer/9935326) to include both news and magazine apps. Additionally, the current self-declaration will be expanded with new questions. All news and magazine apps will need to complete the updated self-declaration in Play Console.
August 28, 2025	We're increasing the scope of the Medical functionalities policy (https://support.google.com/googleplay/android-developer/answer/12261419#medical_functionalities) and updating the policy language to incorporate the latest medical guidance and disclaimer requirements for health and medical apps.

Featured changes

Comply with April policy updates

(https://support.google.com/googleplay/android-developer/answer/14594990)

We're updating Google Play policies related to child safety standards, health apps as well as manipulated media.

Policy Center...

Policybytes Video...



(https://support.google.com/googleplay/android-developer/answer/14594990)

Past deadlines

Comply with October policy updates

(https://support.google.com/googleplay/android-developer/answer/14016515)

We're updating Google Play policies related to Device and Network Abuse, Health Content & Services



(https://android-developers.googleblog.com/2023/10/announcing-policy-updates-to-support-app-quality-on-google-play.html)
, Photo & Video Permissions as well as AI-generated content.

(https://support.google.com/googleplay/android-developer/answer/14016515)

Policy Center...

Policybytes Video...

Google Play

Google Play Developer Distribution Agreement

Effective as of September 15, 2025 (view archived version)

1. Definitions

Authorized Provider: A third-party non-Google entity authorized by Google to provide services that enable Developers to receive payments for Products that are sold to users of Devices via Google Play.

Brand Features: The trade names, trademarks, service marks, logos, domain names, and other distinctive brand features of each party, respectively, as owned (or licensed) by such party from time to time.

Developer or You: Any person or company who provides Products for distribution through Google Play in accordance with the terms of this Agreement.

Developer Account: A publishing account issued to a Developer in connection with the distribution of Developer Products via Google Play.

Device: Any device that can access Google Play.

Google: Google LLC, a Delaware limited liability company with principal place of business at 1600 Amphitheatre Parkway, Mountain View, CA 94043, United States; Google Ireland Limited, a company incorporated in Ireland with principal place of business at Gordon House, Barrow Street, Dublin 4, Ireland; Google Commerce Limited, a company incorporated in Ireland with principal place of business at Gordon House, Barrow Street, Dublin 4, Ireland; or Google Asia Pacific Pte. Limited, a company incorporated in Singapore with principal place of business at 70 Pasir Panjang Road, #03-71, Mapletree Business City, Singapore 117371. Google may update the Google entities and their addresses from time to time.

Google Play: The software and services, including the Play Console, which allow Developers to distribute Products to users of Devices.

Intellectual Property Rights: All patent rights, copyrights, trademark rights, rights in trade secrets, database rights, moral rights, and any other intellectual property rights (registered or unregistered) throughout the world.

Payments Profile: A financial service account or profile provided by a Payment Processor to a Developer that enables a Payment Processor to collect and remit payments to the Developer on the Developer's behalf for Products sold via Google Play.

Payment Processor(s): A Google-affiliated entity providing services that enable Developers to receive payments for Products sold via Google Play.

Play Console: The Google Play Console and other online tools or services provided by Google to developers at https://play.google.com/apps/publish, as may be updated from time to time. The Play Console is also available through an app to developers.

Products: Software, content, digital materials, and other items and services as made available by Developers via the Play Console.

Taxes: All government-imposed charges, levies, taxes, imposts, and withholdings, including communication taxes. The term Taxes excludes property taxes, taxes based on each Party's net income, franchise taxes, business and occupation taxes, and charges based on import or export of goods (including duties and tariffs). Each Party is responsible for its own net income taxes. For the avoidance of doubt, the term Taxes includes Transaction Taxes and Withholding Taxes.

Transaction Taxes: Any Taxes that are imposed on the purchase price or cost of goods or services, including value-added taxes (VAT), goods and services taxes (GST), sales taxes, government levies and transfer taxes.

2. Accepting this Agreement

2.1 This agreement ("**Agreement**") forms a legally binding contract between You and Google in relation to Your use of Google Play to distribute Products. You are contracting with the applicable Google entity based on where You have selected to distribute Your Product (as set forth here). You acknowledge that Google will, solely at Your direction, and acting pursuant to the relationship identified in Section 3.1, display and make Your Products available for viewing, download, and purchase by users. In order to use Google Play to distribute Products, You accept this Agreement and will provide and maintain complete and accurate information in the Play Console.

2.2 Google will not permit the distribution of Your Products through Google Play, and You may not accept the Agreement, unless You are verified as a Developer in good standing.

2.3 If You are agreeing to be bound by this Agreement on behalf of Your employer or other entity, You represent and warrant that You have full legal authority to bind Your employer or such entity to this Agreement. If You do not have the requisite authority, You may not accept the Agreement or use Google Play on behalf of Your employer or other entity.

3. Commercial Relationship, Pricing, Payments, and Taxes

3.1 You hereby appoint Google as Your agent or marketplace service provider as outlined here to make Your Products available in Google Play, and subject to the terms and conditions of this Agreement, Google will allow You to use Google Play for Your Products.

3.2 This Agreement covers both Products that users can access for free and Products that users pay a fee to access. In order for You to charge a fee for Your Products and to be paid for Products distributed via Google Play, You must have a valid Payments Profile under a separate agreement with a Payment Processor, be approved by a Payment Processor for a Payments Profile, and maintain that profile in good standing. If there is a conflict between Your Payment Processor agreement and this Agreement, the terms of this Agreement will apply.

3.3 Products are displayed to users at prices You establish in Your sole discretion. If You utilize Google Play's billing system or the Play Console to control settings related to any taxes (including taxes, fees, or surcharges that are outside the scope of this Agreement) on the sale of Products, or if Google believes that Taxes may be owed by You or Google on the sale of Products, You grant Google permission to charge, collect, and discharge any such taxes according to Your settings, or as required in accordance with applicable law. For the avoidance of doubt, You remain responsible for any such taxes, fees, or surcharges, including as provided under Section 3.5. You may set the price for Your Products in the currencies permitted by Google, the Payment Processor, and, where applicable, the Authorized Provider. Google may display the price of Products to users in their native currency, but Google is not responsible to You for the accuracy of currency rates or currency conversion.

3.4 Acting as Your agent, and with You acting as a principal, Google is the merchant of record for Products sold or made available to users in the countries/territories described here. You are the merchant of record for Products You sell or make available via Google Play to all other users. The sales price You set for Products will determine the amount of payment You will receive. A "**Service Fee**", as set forth here (as may be revised by Google with notice to You in accordance with Section 15), will be calculated and charged on the sales price. The Service Fee is exclusive of Transaction Taxes of any and all kinds required by any applicable governmental tax authority to be charged, and Google is entitled to the Service Fee without reduction for any taxes or government levies, including any Taxes applicable to transactions described under Section 3.5 or Section 3.6. As per applicable law, to the extent Google is responsible to discharge Transaction Taxes arising on

Service Fees, Google will charge You such Transaction Taxes, and You are responsible for paying any Transaction Taxes arising on the Service Fee. More information about the Service Fee can be found here.

3.5 Except in certain countries/territories and subject to certain conditions as described here (which may be updated with notice to You), You are responsible for Transaction Taxes on the sale or provision of Products to users, including (but not limited to): (a) determining if the transaction is taxable; (b) charging and collecting the Transaction Taxes at the applicable rate; (c) remitting the Transaction Taxes to the applicable governmental tax authority; and (d) providing any required documentation to the user or applicable governmental tax authority. You are solely responsible for providing and maintaining accurate inputs that impact Taxes on Products, including for any tax categorization of Products. Any adjustments that You make to the tax categorization of Products will take effect only for future sales of Products. Google will determine whether Google, the Payment Processor, or the Authorized Provider is obligated to collect or remit any Transaction Taxes in respect of any transaction and such Transaction Taxes may be recovered from You, deducted from payment due to You, or recovered from the user. Where Google collects and remits Transaction Taxes in applicable countries/territories, You may recognize a deemed supply from You to Google solely for Transaction Tax purposes if required by applicable law. You will be solely responsible for any Tax obligations arising from such deemed supply.

3.6 Where the Authorized Provider notifies Google that it or another Authorized Provider is required by applicable (local) legislation or by the applicable governmental tax authority to declare, charge, deduct, or withhold any taxes on a sale of Your Products, or where Google or a Payment Processor reasonably determines that it is required by applicable (local) legislation or by the applicable governmental tax authority to declare, charge, deduct, or withhold any taxes (in each case, "**Withholding Taxes**"), Google will also deduct the amount of such Withholding Taxes from the amount Google remits to You. Withholding Taxes include, but are not limited to, withholding tax obligations on cross-border payments. Google may apply a reduced rate or exemption of Withholding Taxes if Google determines that such reduced rate or exemption is available, and only after You have provided (and, where required, continue to update and provide) any documentation reasonably requested by Google, by which You represent Your entitlement to and eligibility for such reduced rate or exemption. Once you have provided the required documentation to Google, any reduction or exemption of Withholding Taxes will take effect only for future sales of Products. You agree to timely provide, as soon as reasonably practicable, any tax documentation or certification requested by Google. You will provide Google with a valid IRS Form W-9 or W-8 and, if applicable, any other tax documentation requested to enable compliance with applicable tax laws and regulations. Unless You are a resident of the United States or Singapore for income tax purposes, You hereby certify that any services that You provide to users through Your Product are not performed in the United States or Singapore, and furthermore You agree to provide written notification to Google at least ninety (90) days prior to any such services being performed in the

United States or Singapore. Written notification on change in service location may be emailed to play-tax-notices@google.com.

3.7 You may also choose to make Products available for free. If the Product is free, You will not be charged a Service Fee. To avoid unexpected fees for users, You agree that Products that were initially offered free of charge to users will remain free of charge. Any additional charges will correlate with an alternative or supplemental version of the Product.

3.8 You authorize Google to give users refunds in accordance with the Google Play refund policies as located here or the local versions made available to You, and You agree that Google may deduct the amount of those refunds from payments to You. In all other respects, the Payment Processor's standard terms and conditions regarding refunds will apply. User refunds may be exclusive of taxes previously charged to users for Product purchases.

3.9 Users are allowed unlimited reinstalls of each Product distributed via Google Play without any additional fee, provided however, that if You remove any Product from Google Play due to a Legal Takedown (as defined in Section 8.2), that Product will be removed from all portions of Google Play, and users will no longer have a right or ability to reinstall the affected Product.

4. Use of Google Play by You

4.1 You and Your Product(s) must adhere to the Developer Program Policies.

4.2 You are responsible for uploading Your Products to Google Play, providing required Product information and support to users, and accurately disclosing the permissions necessary for the Product to function on user Devices.

4.3 You are responsible for maintaining the confidentiality of any developer credentials that Google may issue to You or that You may choose Yourself, and You are solely responsible for all Products that are developed under Your developer credentials. Google may limit the number of Developer Accounts issued to You or to the company or organization You work for.

4.4 Except for the license rights granted by You in this Agreement, Google agrees that it obtains no right, title, or interest from You (or Your licensors) under this Agreement in or to any of Your Products, including any Intellectual Property Rights in those Products.

4.5 You may not use Google Play to distribute or make available any Product that has a purpose that facilitates the distribution of software applications and games for use on Android devices outside of Google Play.

4.6 You agree to use Google Play only for purposes that are permitted by this Agreement and any applicable law, regulation, or generally accepted practices or guidelines in the relevant jurisdictions

(including any laws regarding the export of data or software to and from the United States or other relevant countries).

4.7 Users are instructed to contact You concerning any defects or performance issues in Your Products and You are responsible for undertaking or handling the support and maintenance of Your Products and any complaints about Your Products. You agree to supply and maintain valid and accurate contact information that will be displayed in each of Your Products' detail page and made available to users for customer support and legal purposes. For Your paid Products or in-app transactions, You agree to respond to customer support inquiries within 3 business days, and within 24 hours to any support or Product concerns stated to be urgent by Google.

4.8 You agree that if You make Your Products available through Google Play, You will protect the privacy and legal rights of users. If the users provide You with, or Your Product accesses or uses, usernames, passwords, or other login information or personal information, You agree to make the users aware that the information will be available to Your Product, and You agree to provide legally adequate privacy notice and protection for those users. Further, Your Product may only use that information for the limited purposes for which the user has given You permission to do so. If Your Product stores personal or sensitive information provided by users, You agree to do so securely and only for as long as it is needed. However, if the user has opted into a separate agreement with You that allows You or Your Product to store or use personal or sensitive information directly related to Your Product (not including other products or applications), then the terms of that separate agreement will govern Your use of such information. If the user provides Your Product with Google Account information, Your Product may only use that information to access the user's Google Account when, and for the limited purposes for which, the user has given You permission to do so.

4.9 You will not engage in any activity with Google Play, including making Your Products available via Google Play, that interferes with, disrupts, damages, or accesses in an unauthorized manner the devices, servers, networks, or other properties or services of any third party including, but not limited to, Google or any Authorized Provider.

4.10 You are solely responsible for, and Google has no responsibility to You for, Your Products, including use of any Google Play APIs and for the consequences of Your actions, including any loss or damage which Google may suffer.

4.11 Google Play allows users to rate and review Products. Only users who download the applicable Product will be able to rate and review it on Google Play. For new Developers without Product history, Google may use or publish performance measurements such as uninstall and/or refund rates to identify or remove Products that are not meeting acceptable standards, as determined by Google. Google reserves the right to display Products to users in a manner that will be determined at Google's sole discretion. Your Products may be subject to user ratings and

reviews to which You may not agree. If you have concerns regarding such ratings and reviews, you may report it via the Play Console.

5. Authorizations

5.1 Upon making Your Product available on Google Play, You authorize Google on a non-exclusive, worldwide, and royalty-free basis to: reproduce, perform, display, analyze, and use Your Products in connection with (a) the operation and marketing of Google Play; (b) the marketing of devices and services that support the use of the Products and the marketing of the Products on Google Play and Devices; (c) the provision of hosting services to You and on Your behalf to allow for the storage of and user access to the Products and to enable third -party hosting of such Products; (d) making improvements to Google Play, Play Console, and Android platform; and (e) checking for compliance with this Agreement and the Developer Program Policies. The authorization in clause (e) is sublicensable to application security partners for the sole purpose of checking for compliance with this Agreement and the Developer Program Policies. You also authorize such application security partners to use the results of their review in their products and research that may be publicly available. For clarity, the authorizations provided under this Section will cease upon termination of the Agreement.

5.2 You authorize Google to perform the acts described in this section subject to Your control and direction in the manner indicated in the Play Console.

5.3 You grant to the user a nonexclusive, worldwide, and perpetual license to perform, modify color of, or add themes to, your Product icons, display (including with the color and theme modifications), and use the Product. The user may include, but is not limited to, a family group and family members whose accounts are joined together for the purpose of creating a family group. Family groups on Google Play will be subject to reasonable limits designed to prevent abuse of family sharing features. Users in a family group may purchase a single copy of the Product (unless otherwise prohibited, as for in-app and subscription Products) and share it with other family members in their family group. If, in the Play Console, You opt in to allowing users to share previously purchased Products, Your authorization of sharing of those purchases by those users is subject to this Agreement. If You choose, You may include a separate end user license agreement ("**EULA**") in Your Product that will govern the user's rights to the Product, but, to the extent that EULA conflicts with this Agreement, this Agreement will supersede the EULA. You acknowledge that the EULA for each of the Products is solely between You and the user. Google will not be responsible for, and will not have any liability whatsoever under, any EULA.

6. Brand Features and Publicity

6.1 Each party will own all right, title, and interest, including, without limitation, all Intellectual Property Rights, relating to its Brand Features. Except to the limited extent expressly provided in this Agreement, neither party grants, nor will the other party acquire, any right, title, or interest (including, without limitation, any implied license) in or to any Brand Features of the other party.

6.2 Subject to the terms and conditions of this Agreement, Developer grants to Google and its affiliates a limited, nonexclusive, royalty-free license during the term of this Agreement to display Developer Brand Features, submitted by Developer to Google, for use solely within Google Play, online or on Devices and in each case solely in connection with the distribution and sale of Developer's Product via Google Play or to otherwise fulfill its obligations under this Agreement.

6.3 In addition to the license granted in Section 6.2 above, for purposes of marketing the presence, distribution, and sale of Your Product via Google Play and its availability for use on Devices and through other Google services, Google and its affiliates may include visual elements from Your Product (including characters and videos of game play) and Developer Brand Features (a) within Google Play, on Devices, and in any Google-owned online or mobile properties; (b) in online, mobile, television, out of home (e.g. billboard), and print advertising formats outside Google Play; (c) when making announcements of the availability of the Product; (d) in presentations; and (e) in customer lists which appear either online or on mobile devices (which includes, without limitation, customer lists posted on Google websites).

6.4 Google grants to Developer a limited, nonexclusive, worldwide, royalty- free license to use the Android Brand Features for the term of this Agreement solely for marketing purposes and only in accordance with the Android Brand Guidelines.

6.5 If this Agreement is terminated for any reason in accordance with Section 10, or if You discontinue the distribution of specific Products via Google Play, Google will cease use of the discontinued Products' Brand Features pursuant to this Section 6, except as necessary to allow Google to effectuate reinstalls by users.

7. Promotional Activities

7.1 Google may run promotional activities offering coupons, credits, and/or other promotional incentives for paid transactions and/or user actions for Your Products and in-app transactions solely in connection with Google Play promotions and, for gift card promotions, also on Google authorized third-party channels ("**Promotion(s)**"), provided that (a) amounts payable to You will not be impacted; (b) there will be clear communication to users that the Promotion is from Google and not You; (c) the prices You establish will be clearly communicated to users; (d) any redemption of the Promotion will be fulfilled by Google or, for gift card Promotions, through a Google authorized third party; and (e) Google will be responsible for compliance with applicable law for the Promotion. To the extent prohibited by applicable law, Google will not condition or otherwise withhold Promotions,

featuring, or marketing, based on whether You prioritize distributing Your apps on Google Play before other Android app stores.

7.2 In addition to the rights granted in Section 6, You grant Google the right to use Your Brand Features (in the form and manner provided by You) for purposes of marketing Promotions in connection with Google Play and, for gift card Promotions, on Google authorized third-party channels; provided however, that Google will only use Brand Features owned by You on authorized third- party channels.

8. Product Takedowns

8.1 You may remove Your Products from future distribution via Google Play at any time, but You agree to comply with this Agreement and the Payment Processor's Payments Profile terms of service for any Products distributed via Google Play prior to removal, including, but not limited to, refund requirements. Removing Your Products from future distribution via Google Play does not (a) affect the rights of users who have previously purchased or downloaded Your Products; (b) remove Your Products from Devices or from any part of Google Play where previously purchased or downloaded applications are stored on behalf of users; or (c) change Your obligation to deliver or support Products or services that have been previously purchased or downloaded by users.

8.2 Notwithstanding Section 8.1, in no event will Google maintain on any portion of Google Play (including, without limitation, the part of Google Play where previously purchased or downloaded applications are stored on behalf of users) any Product that You have removed from Google Play and provided written notice to Google that such removal was due to (a) an allegation of infringement, or actual infringement, of any third party Intellectual Property Right; (b) an allegation of, or actual violation of, third party rights; or (c) an allegation or determination that such Product does not comply with applicable law (collectively "**Legal Takedowns**"). If a Product is removed from Google Play due to a Legal Takedown and an end user purchased such Product within a year (or a longer period as local consumer law mandates) before the date of takedown, at Google's request, You agree to refund to the end user all amounts paid by such end user for such Product.

8.3 Google does not undertake an obligation to monitor the Products or their content. If Google becomes aware and determines that a Product or any portion thereof (a) violates any applicable law; (b) violates this Agreement, applicable policies, or other terms of service, as may be updated in accordance with their terms; (c) violates terms of distribution agreements with device manufacturers and Authorized Providers; or (d) creates potential liability for, or may have an adverse impact on, Google or Authorized Providers (for example, if a Product has an adverse economic, reputational or security-related impact); then Google may reject, remove, suspend, limit the visibility of a Product on Google Play, or reclassify the Product from Google Play or from Devices. Google reserves the right to suspend and/or bar any Product and/or Developer from

Google Play or from Devices. If Your Product contains elements that could cause serious harm to user devices or data, Google reserves the right to disable the Product or remove it from Devices on which it has been installed. If Your Product is rejected, removed, or suspended from Google Play or from Devices pursuant to this Section 8.3, then Google may withhold payments due to Developer. For information about the appeal process if Your Product is subject to a Legal Takedown or has been removed or suspended, please, see here.

8.4 Google enters into distribution agreements with device manufacturers and Authorized Providers to place the Google Play software client application(s) on Devices. These distribution agreements may require the involuntary removal of Products in violation of the Device manufacturer's or Authorized Provider's terms of service.

9. Privacy and Information

9.1 Any data collected or used pursuant to this Agreement is in accordance with Google's Privacy Policy.

9.2 In order to continually innovate and improve Google Play, related products and services, and the user and Developer experience across Google products and services, Google may collect certain usage statistics from Google Play and Devices including, but not limited to, information on how the Product, Google Play, and Devices are being used.

9.3 The data collected is used in the aggregate to improve Google Play, related products and services, and the user and Developer experience across Google products and services. Developers have access to certain data collected by Google via the Play Console and certain Google Play APIs. Google relies on the European Commission's Standard Contractual Clauses for transfers of personal data out of the European Economic Area, Switzerland, and the United Kingdom to countries which are not covered by an adequacy decision (e.g., the United States). By using Google Play, you agree to the Google Controller-Controller Data Protection Terms. Your use of certain Google Play APIs may be subject to additional data transfer provisions or the specific, prevailing terms of service of Google Play APIs, such as the Google Play Developer API Terms of Service.

10. Terminating this Agreement

10.1 This Agreement will continue to apply until terminated, subject to the terms that survive pursuant to Section 16.9, by either You or Google as set forth below.

10.2 You may terminate this Agreement at any time. If You terminate this Agreement, You will unpublish all of Your Products and cease Your use of the Play Console and any relevant developer credentials.

10.3 Google may terminate this Agreement with You immediately upon written notice or with thirty (30) days prior written notice if required under applicable law if (a) You have breached any provision of this Agreement, any non-disclosure agreement, or other agreement relating to Google Play or the Android platform; (b) Google is required to do so by law; (c) You cease being an authorized developer, a developer in good standing, or are barred from using Android software; (d) Google decides to no longer provide Google Play; or (e) You or Your Product pose a potential risk for economic, reputational, or security-related harm to Google, users, or other third-party partners. Where allowed under applicable law, Google may also terminate this Agreement with You for any reason with thirty (30) days prior written notice. If Google terminates this Agreement, You will no longer have access to the Play Console. More information on account termination is located here.

10.4 After termination of this Agreement, Google will not distribute Your Product, but may retain and use copies of the Product for support of Google Play and the Android platform.

11. Representations and Warranties

11.1 You represent and warrant that You have all Intellectual Property Rights in and to Your Product(s), including the right to monetize Your Product(s) on Your own behalf and not solely acting as an agent or appointee on behalf of any other person.

11.2 If You use third-party materials, You represent and warrant that You have the right to distribute the third-party material in the Product. You agree that You will not submit material to Google Play that is subject to third -party Intellectual Property Rights unless You are the owner of such rights or have permission from their rightful owner to submit the material.

11.3 You represent and warrant that, as the principal to the transaction with the user, You are solely responsible for compliance worldwide with all applicable laws and other obligations.

11.4 You represent and warrant that all information that You provide to Google or users in connection with this Agreement or Your Products will be current, true, accurate, supportable and complete.

12. DISCLAIMER OF WARRANTIES

12.1 TO THE MAXIMUM EXTENT PERMITTED BY LAW, YOU UNDERSTAND AND EXPRESSLY AGREE THAT THE PLAY CONSOLE AND GOOGLE PLAY ARE PROVIDED "AS IS" AND "AS AVAILABLE" WITHOUT WARRANTY OF ANY KIND.

12.2 TO THE MAXIMUM EXTENT PERMITTED BY LAW, YOUR USE OF THE PLAY CONSOLE AND GOOGLE PLAY AND ANY MATERIAL DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THE PLAY CONSOLE AND GOOGLE PLAY IS AT YOUR OWN

DISCRETION AND RISK AND YOU ARE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM OR OTHER DEVICE OR LOSS OF DATA THAT RESULTS FROM SUCH USE.

12.3 TO THE MAXIMUM EXTENT PERMITTED BY LAW, GOOGLE FURTHER EXPRESSLY DISCLAIMS ALL WARRANTIES AND CONDITIONS OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES AND CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT.

13. LIMITATION OF LIABILITY

TO THE MAXIMUM EXTENT PERMITTED BY LAW, YOU UNDERSTAND AND EXPRESSLY AGREE THAT GOOGLE, ITS SUBSIDIARIES AND AFFILIATES, AND ITS LICENSORS WILL NOT BE LIABLE TO YOU UNDER ANY THEORY OF LIABILITY FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR EXEMPLARY DAMAGES THAT MAY BE INCURRED BY YOU, INCLUDING ANY LOSS OF DATA, WHETHER OR NOT GOOGLE OR ITS REPRESENTATIVES HAVE BEEN ADVISED OF OR SHOULD HAVE BEEN AWARE OF THE POSSIBILITY OF ANY SUCH LOSSES ARISING.

14. Indemnification

14.1 To the maximum extent permitted by law, You agree to defend, indemnify, and hold harmless Google, its affiliates, and their respective directors, officers, employees and agents, and Authorized Providers from and against any and all third party claims, actions, suits, or proceedings, as well as any and all losses, liabilities, damages, costs, and expenses (including reasonable attorneys' fees) arising out of or accruing from (a) Your use of the Play Console and Google Play in violation of this Agreement; (b) infringement or violation by Your Product(s) of any Intellectual Property Right or any other right of any person; or (c) You or Your Product(s)' violation of any law.

14.2 To the maximum extent permitted by law, You agree to defend, indemnify, and hold harmless the applicable Payment Processors and Authorized Providers (which may include Google and/or third parties) and the Payment Processors' and Authorized Providers' affiliates, directors, officers, employees, and agents from and against any and all third party claims, actions, suits, or proceedings, as well as any and all losses, liabilities, damages, costs, and expenses (including reasonable attorneys' fees) arising out of or accruing from Your distribution of Products via Google Play.

14.3 To the maximum extent permitted by law, You agree to defend, indemnify, and hold harmless Google, the applicable Payment Processor, and Authorized Provider, and each of their affiliates and their respective directors, officers, employees and agents, from and against any claims, actions,

suits or proceedings as well as all losses, Taxes, liabilities, interest, penalties, or fines (including reasonable attorneys' fees) arising out of or accruing from any misdeclaration, misconfiguration, or miscategorization by You that impacts Taxes.

14.4. The indemnities in this section do not apply to the extent caused by Google's, Payment Processor's or Authorized Provider's (as applicable) negligence, wilful misconduct or breach.

15. Changes to the Agreement

15.1 Google may make changes to this Agreement with notice to Developer and the opportunity to decline further use of Google Play. You should look at the Agreement and check for notice of any changes regularly.

15.2 Changes will not be retroactive. They will become effective, and will be deemed accepted by Developer, (a) immediately for those who become Developers after the notification is posted; or (b) for pre-existing Developers, on the date specified in the notice, which will be no sooner than 30 days after the changes are posted (except changes required by law which will be effective immediately).

15.3 If You do not agree with the modifications to the Agreement, You may terminate Your use of Google Play, which will be Your sole and exclusive remedy. You agree that Your continued use of Google Play constitutes Your agreement to the modified terms of this Agreement.

16. General Legal Terms

16.1 This Agreement, including any addenda You may have agreed to separately, constitutes the entire legal agreement between You and Google and governs Your use of Google Play and completely replaces any prior agreements between You and Google in relation to Google Play. Where required by applicable law, this does not affect liability for prior false, misleading or deceptive statements or misrepresentations. The English language version of this Agreement will control and translations, if any, are non-binding and for reference only.

16.2 You agree that if Google does not exercise or enforce any legal right or remedy contained in this Agreement (or which Google has the benefit of under any applicable law), this will not be taken to be a formal waiver of Google's rights and that those rights or remedies will still be available to Google.

16.3 If any court of law having the jurisdiction to decide on this matter rules that any provision of this Agreement is invalid, then that provision will be removed from this Agreement without affecting the rest of this Agreement. The remaining provisions of this Agreement will continue to be valid and enforceable.

16.4 You acknowledge and agree that each member of the group of companies comprising Google will be a third -party beneficiary to this Agreement and that such other companies will be entitled to directly enforce, and rely upon, any provision of this Agreement that confers a benefit on (or rights in favor of) them. Other than this, no other person or company will be a third -party beneficiary to this Agreement.

16.5 PRODUCTS ON GOOGLE PLAY MAY BE SUBJECT TO UNITED STATES' AND OTHER JURISDICTIONS' EXPORT CONTROL AND SANCTIONS LAWS AND REGULATIONS. YOU AGREE TO COMPLY WITH, AND NOT CAUSE GOOGLE TO VIOLATE, ALL EXPORT CONTROL AND SANCTIONS LAWS AND REGULATIONS THAT APPLY TO YOUR DISTRIBUTION OR USE OF PRODUCTS, INCLUDING BUT NOT LIMITED TO (A) THE EXPORT ADMINISTRATION REGULATIONS MAINTAINED BY THE U.S. DEPARTMENT OF COMMERCE, (B) TRADE AND ECONOMIC SANCTIONS MAINTAINED BY THE U.S. TREASURY DEPARTMENT'S OFFICE OF FOREIGN ASSETS CONTROL, AND (C) THE INTERNATIONAL TRAFFIC IN ARMS REGULATIONS MAINTAINED BY THE U.S. DEPARTMENT OF STATE. THESE LAWS AND REGULATIONS INCLUDE RESTRICTIONS ON DESTINATIONS, USERS, AND END USE.

16.6 Except in the case of a change of control (for example, through a stock purchase or sale, merger, or other form of corporate transaction), the rights granted in this Agreement may not be assigned or transferred by either You or Google without the prior approval of the other party. Any other attempt to assign is void.

16.7 If You experience a change of control, Google may, at its discretion, elect to immediately terminate this Agreement.

16.8 All claims arising out of or relating to this Agreement or Your relationship with Google under this Agreement will be governed by the laws of the State of California, excluding California's conflict of laws provisions. You and Google further agree to submit to the exclusive jurisdiction of the federal or state courts located within the county of Santa Clara, California to resolve any legal matter arising from or relating to this Agreement or Your relationship with Google under this Agreement, except that You agree that Google will be allowed to apply for injunctive relief in any jurisdiction. To the extent required under applicable law, You may have other ways to resolve disputes with Google as described in the Developer Program Policies. If You are accepting the Agreement on behalf of a United States government entity or a United States city, county, or state government entity, then the following applies instead of the foregoing: the parties agree to remain silent regarding governing law and venue.

16.9 Sections 1 (Definitions), 6.5, 10.4, 11 (Representations and Warranties), 12 (Disclaimer of Warranties), 13 (Limitation of Liability), 14 (Indemnification), and 16 (General Legal Terms) will survive any expiration or termination of this Agreement.

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Provide information for Google Play's Data safety section

Google Play's Data safety section provides developers with a transparent way to show users if and how they collect, share, and protect user data, before users install an app. Developers are required to tell us about their apps' privacy and security practices by completing a form in Play Console. This information is then shown on your app's store listing on Google Play.

This article provides an overview of the Data safety form requirements, guidance for completing the form, and information about any recent or upcoming changes.

Collapse all Expand all

Overview

The Data safety section on Google Play is a simple way for you to help people understand what user data your app collects or shares, and to showcase your app's key privacy and security practices. This information helps users make more informed choices when deciding which apps to install.

All developers must declare how they collect and handle user data for the apps they publish on Google Play, and provide details about how they protect this data through security practices like encryption. This includes data collected and handled through any third-party libraries or SDKs used in their apps. You may want to refer to your SDK providers' published Data safety information for details. Check Google Play SDK Index to see if your provider has provided a link to their guidance.

You can provide this information through the Data safety form on the **App content** page in Play Console. After you complete and submit the Data safety form, Google Play reviews the information you provide as part of the app review process. It's then shown on your store listing to help Google Play users understand how you collect and share data before they download your app.

You alone are responsible for making complete and accurate declarations in your app's store listing on Google Play. Google Play reviews apps across all policy requirements; however we cannot make determinations on behalf of the developers of how they handle user data. Only you possess all the information required to complete the Data safety form. When Google becomes aware of a discrepancy between your app behavior and your declaration, we may take appropriate action, including enforcement action.

You can expand the section below to see how your store listing looks to Google Play users, and notifications and updates users may see if you make certain changes to your app's Data safety section.

What users will see if your app shares user data

What users will see if your app doesn't collect or share any user data

Which developers need to complete the Data safety form in Play Console?

All developers that have an app published on Google Play must complete the Data safety form, including apps on closed, open, or production testing tracks. This also applies to pregranted and preloaded apps that update through Google Play.

Apps that are active on internal testing tracks are exempt from inclusion in the data safety section. Apps that are exclusively active on this track do not need to complete the Data safety form.

Even developers with apps that do not collect any user data must complete this form and provide a link to their privacy policy. In this case, the completed form and privacy policy can indicate that no user data is collected or shared.

System services and private apps do not need to complete the Data safety form.

While a global form is required for each app defined at the app package level, developers may exclude old artifacts from their form. This is applicable for artifacts with effective target SdkVersion below 21 where the majority of the app's active user install base (90%+) is on artifacts with effective target SdkVersion 21 or higher.

Getting your information ready

Before you provide information for Google Play's Data safety section, we recommend that you:

- Read and understand the requirements for completing the Data safety form in Play Console and complying with our User Data policy.
- Ensure that you've added a privacy policy; this is required to complete the Data safety form and have your data safety information shown to users.
- Review how your app collects and shares user data and your app's security practices. In particular, check your app's declared permissions and the APIs that your app uses.
- In addition to reviewing how your app collects and shares user data, you should also review how any third-party code (such as third-party libraries or SDKs) in your app collects and shares such data. It's your responsibility to ensure that any such code used in your app is compliant with Play Developer Program policies. You must reflect data collection or sharing carried out by such third-party code in the Data safety form for your app.
- Watch the Google Play PolicyBytes Data safety form walkthrough video below, which takes you through all the resources and steps required to complete the Data safety form.

Watch the Data safety form walkthrough video

What developers need to disclose in the Data safety form

This section explains what information you need to disclose in the Data safety form in Play Console, and lists the user data types and purposes you can select.

What developers need to declare across data types

Click on the sections below to expand or collapse them.

Data collection

Data sharing

Data handling

Other app and data disclosures

Committed to follow the Families policy (available March 2022 to applicable apps)

Independent security review (available to all apps)

Unified Payments Interface Badge (UPI)

Data types and purposes

Click on the sections below to expand or collapse them.

Data types

Purposes

Completing the Data safety form in Play Console

You can tell us about your app's privacy and security practices in the Data safety form on the **App content** page in Play Console.

Overview

First, you'll be asked whether your app collects or shares certain types of user data. This is where you let us know whether your app collects or shares any of the required user data types. If it does, you'll be asked some questions about your privacy and security practices. If you're unsure about any of these questions, you can save your form as a draft at any time and return to it later.

Next, you'll answer some questions about each type of user data. If your app does collect or share any of the required user data types, you'll be asked to select them. For each type of data, you'll be asked questions about how the data is used and handled.

Before you submit, you'll see a preview of what will be shown to users on your store listing. After you submit, the information you provided will be reviewed by Google as part of the app review process.

Google's review process is not designed to verify the accuracy and completeness of your data safety declarations. While we may detect certain discrepancies in your declarations and we will be taking appropriate enforcement measures when we do, only you possess all the information required to complete the Data safety form. You alone are responsible for making complete and accurate declarations in your app's store listing on Google Play.

Complete and submit your form

When you're ready to start, here's how you complete and submit your Data safety form in Play Console:

1. Open Play Console and go to the **App content** page.
2. Under "Data safety," select **Start**.
3. Before you start the form, read the "Overview" section. This provides information about the questions you'll be asked, and the information you'll need to provide. When you've finished reading and are ready to get started, select **Next** to move on to the next section.
4. In the "Data collection and security" section, review the list of required user data types that you need to disclose. If your app collects or shares any of the required user data types, select **Yes**. If not, select **No**.
5. If you selected Yes, confirm the following by answering **Yes** or **No**:
   - Whether or not all of the user data collected by your app is encrypted in transit.
   - Whether or not you provide a way for users to request that their data is deleted.
6. Select **Next** to move on to the next section.
7. In the "Data types" section, select all of the user data types collected or shared by your app. When you're finished, select **Next** to move on to the next section. You must [complete this section in accordance with the data collection and sharing guidance above.
8. In the "Data usage and handling" section, answer questions about how the data is used and handled for each user data type your app collects or shares. Next to each user data type, select **Start** to answer the questions. When you're finished, select **Next** to move on to the next section.
   - **Note:** You can change the user data types that are selected by going back to the previous section and changing your selections.

9. After answering all questions, the "Store listing preview" section previews the information that will be shown to users on Google Play based on the form answers you've provided. Review this information.
10. If you're ready to submit your completed form, select **Submit**. If you want to go back and change something, you can select **Back** to amend your answers. If you're not sure about something, you can select **Save as draft** and return to the form later. If you select **Discard changes**, you'll need to start the form again.

Import or export your form responses

You can export your form responses to a CSV file. You can also download a sample CSV, complete the form offline, and import your completed form from the CSV.

Click here to download a sample CSV .

Understand the CSV format

Export to a CSV file

Import from a CSV file

After you submit your Data safety form

After you submit, the information you provided will be reviewed by Google as part of the app review process.

Until July 20, 2022, you can temporarily proceed to publish app updates regardless of whether we find issues with the information you've disclosed. If there are no issues, your app will be approved and you won't need to do anything. If there are issues, you will need to revert your Data safety form's status to "Draft" in Play Console to publish your app update. We will also send the developer account owner an email, an Inbox message in Play Console, and show this information on the **Policy status** (**Policy** > **Policy status**) page.

After July 20, 2022, all apps will be required to have completed an accurate Data safety form that discloses their data collection and sharing practices (including apps that do not collect any user data).

Optional format for SDKs

If you're an SDK provider, you can click on the section below to view an optional format you can use to publish guidance for your users.

Developers will need to disclose their app's data collection, sharing, and security practices as part of Google Play's new Data safety section. To assist developers in helping build user data and security transparency, the guidance below can be used to publish SDK guidance for developers incorporating your SDK into their apps.

Google Play is publishing this optional structure for SDK developers to use at your convenience, but you may use any format or none based on the needs of your users.

Optional format for SDKs

Frequently asked questions

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App submission and review

What if I need additional time to comply with the new requirements?

Can my app be blocked by Google Play due to the information I submit in my Data safety form?

How long does it take for Data safety updates made through Play Console to show on Google Play?

What can I do to troubleshoot if I'm not seeing my Data safety section published?

I submitted similar information for iOS. How much of that work can I re-use for the Data safety form?

How do you make sure developers share accurate information? We've seen that this information is not always accurate in the industry.

Does Google regulate if the data that I collect is ultimately appropriate?

How often do I need to update my Data safety section?

Can the Data safety section on Google Play impact app downloads?

Completing the Data safety form

What if my app behaves differently in different supported Android versions?

How can I show that we may have different practices in different regions? For example, we don't use certain libraries in Europe, but we may use them in others.

Are the Data safety sections gated by a consent mechanism for users? Do I need to take any extra steps and create an in-app prominent disclosure?

How should I mark required or optional collection when different versions of my app that show a Data safety section do different things?

Do I need to declare data if my app includes a permission but does not actually collect or share the data?

If one data type is collected as part of another, should I declare both? For example, if I collected Contacts which includes the user's email, do I declare both the "Contacts" and "Email address" data types?

Am I required to provide a deletion mechanism? Must it be for any and all user data?

Is there a specific type of mechanism that I must provide to indicate my app supports user data deletion requests?

How should I indicate in my Data safety form that I provide a request for deletion mechanism for data that is automatically deleted or anonymized?

What if the deletion mechanism I provide is not available globally to all users — can I still indicate I provide a deletion request mechanism?

What kinds of techniques can be used to make data anonymous?

How should I treat the collection and use of IP addresses?

How should I disclose the collection and sharing of other kinds of identifiers?

What kinds of activities can "service providers" perform?

My app uses an external payment service to enable financial transactions. Does my app need to disclose financial information like credit card info in its Data safety section?

My app enables users to upload their data directly to Google Drive or Dropbox for backup or storage. My app does not access any of this data. Should that still be disclosed as "collection"?

How should I encrypt data in transit?

My app lets the user create an account or add information to their account, for example, birthday or gender. How should I declare the data that the user adds to their account?

What are System services?

My app's Data safety section submission was approved but I recently received a notification regarding an update. How do I check the current status of my submission and is that not permanent?

How do I declare collection of data that is used in a transient way to load pages and service other client-side requests in real time before that data is logged on our servers and used for other purposes?

What is the difference between the permissions list and the Data safety section of an app?

Change log

You can refer to this section to see a revision history for this article, so you can keep track of changes over time. We'll add dated entries here whenever we make significant changes to this article in the future.

December 5, 2023

March 31, 2023

August 24, 2022

July 20, 2022

June 28, 2022

April 26, 2022

April 8, 2022

February 24, 2022

December 14, 2021

Other resources

- Learn more about reviewing how your app collects and shares user data on the Android Developers site .
- Learn more about best practices and review the interactive guidance on the Academy for App Success .

Need more help?
Try these next steps:

Post to the help community
Get answers from community members

Contact us
Tell us more and we'll help you get there

GOOGLE TERMS OF SERVICE

Effective March 17, 2025 Archived versions

What's covered in these terms

We know it's tempting to skip these Terms of Service, but it's important to establish what you can expect from us as you use Google services, and what we expect from you.

These Terms of Service reflect the way Google's business works, the laws that apply to our company, and certain things we've always believed to be true. As a result, these Terms of Service help define Google's relationship with you as you interact with our services. For example, these terms include the following topic headings:

- What you can expect from us, which describes how we provide and develop our services
- What we expect from you, which establishes certain rules for using our services
- Content in Google services, which describes the intellectual property rights to the content you find in our services — whether that content belongs to you, Google, or others
- In case of problems or disagreements, which describes other legal rights you have, and what to expect in case someone violates these terms

Understanding these terms is important because, to use our services, you must accept these terms. We encourage you to download these terms for future reference. We make these terms, and all previous versions, available at all times here.

Besides these terms, we also publish a Privacy Policy. Although it's not part of these terms, we encourage you to read it to better understand how you can update, manage, export, and delete your information.

Terms

Service provider

Google services are provided by, and you're contracting with:

Google LLC
organized under the laws of the State of Delaware, USA, and operating under the laws of the USA

1600 Amphitheatre Parkway
Mountain View, California 94043
USA

Age requirements

If you're under the age required to manage your own Google Account, you must have your parent or legal guardian's permission to use a Google Account. Please have your parent or legal guardian read these terms with you.

If you're a parent or legal guardian, and you allow your child to use the services, then these terms apply to you and you're responsible for your child's activity on the services.

Some Google services have additional age requirements as described in their service-specific additional terms and policies.

Your relationship with Google

These terms help define the relationship between you and Google. When we speak of "Google," "we," "us," and "our," we mean Google LLC and its affiliates. Broadly speaking, we give you permission to access and use our services if you agree to follow these terms, which reflect how Google's business works and how we earn money.

What you can expect from us

Provide a broad range of useful services

We provide a broad range of services that are subject to these terms, including:

- apps and sites (like Search and Maps)
- platforms (like Google Shopping)
- integrated services (like Maps embedded in other companies' apps or sites)
- devices (like Google Nest and Pixel)

Many of these services also include content that you can stream or interact with.

Our services are designed to work together, making it easier for you to move from one activity to the next. For example, if your Calendar event includes an address, you can click on that address and Maps can show you how to get there.

Develop, improve, and update Google services

We're constantly developing new technologies and features to improve our services. For example, we use artificial intelligence and machine learning to provide you with simultaneous translations, and to better detect and block spam and malware. As part of this continual improvement, we sometimes add or remove features and functionalities, increase or decrease limits to our services, and start offering new services or stop offering old ones. When a service requires or includes downloadable or preloaded software, that software sometimes updates automatically on your device once a new version or feature is available. Some services let you adjust your automatic update settings.

We maintain a rigorous product research program, so before we change or stop offering a service, we carefully consider your interests as a user, your reasonable expectations, and the potential impact on you and others. We only change or stop offering services for valid reasons, such as to improve performance or security, to comply with law, to prevent illegal activities or abuse, to reflect technical developments, or because a feature or an entire service is no longer popular enough or economical to offer.

If we make material changes that negatively impact your use of our services or if we stop offering a service, we'll provide you with reasonable advance notice, except in urgent situations such as preventing abuse, responding to legal requirements, or addressing security and operability issues. We'll also provide you with an opportunity to export your content from your Google Account using Google Takeout, subject to applicable law and policies.

What we expect from you

Follow these terms and service-specific additional terms

The permission we give you to access and use our services continues as long as you comply with:

- **these terms**
- **service-specific additional terms**, which could, for example, include things like additional age requirements

We also make various policies, help centers, and other resources available to you to answer common questions and to set expectations about using our services. These resources include our Privacy Policy, Copyright Help Center, Safety Center, Transparency Center, and other pages accessible from our policies site. Finally, we may provide specific instructions and warnings within our services – such as dialog boxes that alert you to important information.

Although we give you permission to use our services, we retain any intellectual property rights we have in the services.

Respect others

We want to maintain a respectful environment for everyone, which means you must follow these basic rules of conduct:

- comply with applicable laws, including export control, sanctions, and human trafficking laws
- respect the rights of others, including privacy and intellectual property rights
- don't abuse or harm others or yourself (or threaten or encourage such abuse or harm) — for example, by misleading, defrauding, illegally impersonating, defaming, bullying, harassing, or stalking others

Our service-specific additional terms and policies, such as our Generative AI Prohibited Use Policy, provide additional details about appropriate conduct that everyone using those services must follow. If you find that others aren't following these rules, many of our services allow you to report abuse. If we act on a report of abuse, we also provide the process described in the Taking action in case of problems section.

Don't abuse our services

Most people who access or use our services understand the general rules that keep the internet safe and open. Unfortunately, a small number of people don't respect those rules, so we're describing them here to protect our services and users from abuse. In that spirit:

You must not abuse, harm, interfere with, or disrupt our services or systems — for example, by:

- introducing malware
- spamming, hacking, or bypassing our systems or protective measures
- jailbreaking, adversarial prompting, or prompt injection, except as part of our safety and bug testing programs
- accessing or using our services or content in fraudulent or deceptive ways, such as:
    - phishing
    - creating fake accounts or content, including fake reviews
    - misleading others into thinking that generative AI content was created by a human

    - providing services that appear to originate from you (or someone else) when they actually originate from us
- providing services that appear to originate from us when they do not
- using our services (including the content they provide) to violate anyone's legal rights, such as intellectual property or privacy rights
- reverse engineering our services or underlying technology, such as our machine learning models, to extract trade secrets or other proprietary information, except as allowed by applicable law
- using automated means to access content from any of our services in violation of the machine-readable instructions on our web pages (for example, robots.txt files that disallow crawling, training, or other activities)
- using AI-generated content from our services to develop machine learning models or related AI technology
- hiding or misrepresenting who you are in order to violate these terms
- providing services that encourage others to violate these terms

Permission to use your content

Some of our services are designed to let you upload, submit, store, send, receive, or share your content. You have no obligation to provide any content to our services and you're free to choose the content that you want to provide. If you choose to upload or share content, please make sure you have the necessary rights to do so and that the content is lawful.

License

Your content remains yours, which means that you retain any intellectual property rights that you have in your content. For example, you have intellectual property rights in the creative content you make, such as reviews you write. Or you may have the right to

share someone else's creative content if they've given you their permission.

We need your permission if your intellectual property rights restrict our use of your content. You provide Google with that permission through this license.

What's covered

This license covers your content if that content is protected by intellectual property rights.

What's not covered

- This license doesn't affect your data protection rights — it's only about your intellectual property rights
- This license doesn't cover these types of content:
    - publicly-available factual information that you provide, such as corrections to the address of a local business. That information doesn't require a license because it's considered common knowledge that everyone's free to use.
    - feedback that you offer, such as suggestions to improve our services. Feedback is covered in the Service-related communications section below.

Scope

This license is:

- worldwide, which means it's valid anywhere in the world
- non-exclusive, which means you can license your content to others
- royalty-free, which means there are no monetary fees for this license

Rights

This license allows Google to:

- host, reproduce, distribute, communicate, and use your content — for example, to save your content on our systems and make it accessible from anywhere you go
- publish, publicly perform, or publicly display your content, if you've made it visible to others
- modify your content, such as reformatting or translating it
- sublicense these rights to:
    - other users to allow the services to work as designed, such as enabling you to share photos with people you choose
    - our contractors who've signed agreements with us that are consistent with these terms, only for the limited purposes described in the Purpose section below

Purpose

This license is for the limited purpose of:

- **operating and improving the services**, which means allowing the services to work as designed and creating new features and functionalities. This includes using automated systems and algorithms to analyze your content:
    - for spam, malware, and illegal content
    - to recognize patterns in data, such as determining when to suggest a new album in Google Photos to keep related photos together
    - to customize our services for you, such as providing recommendations and personalized search results,

content, and ads (which you can change or turn off in Ads Settings)

This analysis occurs as the content is sent, received, and when it is stored.

- **using content you've shared publicly to promote the services**. For example, to promote a Google app, we might quote a review you wrote. Or to promote Google Play, we might show a screenshot of the app you offer in the Play Store.
- **developing new technologies and services** for Google consistent with these terms

Duration

This license lasts for as long as your content is protected by intellectual property rights.

If you remove from our services any content that's covered by this license, then our systems will stop making that content publicly available in a reasonable amount of time. There are two exceptions:

- If you already shared your content with others before removing it. For example, if you shared a photo with a friend who then made a copy of it, or shared it again, then that photo may continue to appear in your friend's Google Account even after you remove it from your Google Account.
- If you make your content available through other companies' services, it's possible that search engines, including Google Search, will continue to find and display your content as part of their search results.

Using Google services

Your Google Account

If you meet these age requirements you can create a Google Account for your convenience. Some services require that you have a Google Account in order to work — for example, to use Gmail, you need a Google Account so that you have a place to send and receive your email.

You're responsible for what you do with your Google Account, including taking reasonable steps to keep your Google Account secure, and we encourage you to regularly use the Security Checkup.

Using Google services on behalf of an organization or business

Many organizations, such as businesses, non-profits, and schools, take advantage of our services. To use our services on behalf of an organization:

- an authorized representative of that organization must agree to these terms
- your organization's administrator may assign a Google Account to you. That administrator might require you to follow additional rules and may be able to access or disable your Google Account.

If you're based in the United Kingdom, then these terms don't affect the rights you may have as a business user of online intermediation services — including online platforms such as Google Play — under the UK Platform-to-Business Regulation.

Service-related communications

To provide you with our services, we sometimes send you service announcements and other information. To learn more about how we communicate with you, see Google's Privacy Policy.

If you choose to give us feedback, such as suggestions to improve our services, we may act on your feedback without obligation to you.

Content in Google services

Your content

Some of our services allow you to generate original content. Google won't claim ownership over that content.

Some of our services give you the opportunity to make your content publicly available — for example, you might post a product or restaurant review that you wrote, or you might upload a blog post that you created.

- See the Permission to use your content section for more about your rights in your content, and how your content is used in our services
- See the Removing your content section to learn why and how we might remove user-generated content from our services

If you think someone is infringing your intellectual property rights, you can send us notice of the infringement and we'll take appropriate action. For example, we suspend or close the Google Accounts of repeat copyright infringers as described in our Copyright Help Center.

Google content

Some of our services include content that belongs to Google — for example, many of the visual illustrations you see in Google Maps. You may use Google's content as allowed by these terms and any service-specific additional terms, but we retain any intellectual

property rights that we have in our content. Don't remove, obscure, or alter any of our branding, logos, or legal notices. If you want to use our branding or logos, please see the Google Brand Permissions page.

Other content

Finally, some of our services give you access to content that belongs to other people or organizations — for example, a store owner's description of their own business, or a newspaper article displayed in Google News. You may not use this content without that person or organization's permission, or as otherwise allowed by law. The views expressed in other people or organizations' content are theirs, and don't necessarily reflect Google's views.

Illegal or harmful content

We use various measures to protect you from illegal and other harmful content. To learn more about these measures, and how to report content or make a complaint, visit our Transparency Center.

Software in Google services

Some of our services include downloadable or preloaded software. We give you permission to use that software as part of the services.

The license we give you is:

- worldwide, which means it's valid anywhere in the world
- non-exclusive, which means that we can license the software to others
- royalty-free, which means there are no monetary fees for this license

- personal, which means it doesn't extend to anyone else
- non-assignable, which means you're not allowed to assign the license to anyone else

Some of our services include software that's offered under open source license terms that we make available to you. Sometimes there are provisions in the open source license that explicitly override parts of these terms, so please be sure to read those licenses.

You may not copy, modify, distribute, sell, or lease any part of our services or software.

In case of problems or disagreements

Both the law and these terms give you the right to (1) a certain quality of service, and (2) ways to fix problems if things go wrong.

Warranty

We provide our services using reasonable skill and care. If we don't meet the quality level described in this warranty, you agree to tell us and we'll work with you to try to resolve the issue.

Disclaimers

The only commitments we make about our services (including the content in the services, the specific functions of our services, or their reliability, availability, or ability to meet your needs) are provided in (1) the Warranty section; (2) the service-specific additional terms; and (3) laws that can't be limited by these terms.

Don't rely on the services for medical, legal, financial, or other professional advice. Any content regarding those topics is provided for informational purposes only and is not a substitute for advice from a qualified professional.

Liabilities

For all users

Both the law and these terms try to strike a balance as to what you or Google can claim from the other in case of problems. That's why the law requires everyone to be responsible for certain liabilities — but not others — under these terms.

These terms don't limit liability for:

- fraud or fraudulent misrepresentation
- death or personal injury caused by negligence
- gross negligence
- willful misconduct

Other than the liabilities described above, Google is liable only for its breaches of these terms or applicable service-specific additional terms, subject to applicable law.

For business users and organizations only

If you're a business user or organization:

- To the extent allowed by applicable law, you'll indemnify Google and its directors, officers, employees, and contractors for any third-party legal proceedings (including actions by government authorities) arising out of or relating to your unlawful use of the services or violation of these terms or service-specific additional terms. This indemnity covers any liability or expense arising from claims, losses, damages, judgments, fines, litigation costs, and legal fees, except to the extent a liability or expense is caused by Google's breach, negligence, or willful misconduct.

- If you're legally exempt from certain responsibilities, including indemnification, then those responsibilities don't apply to you under these terms. For example, the United Nations enjoys certain immunities from legal obligations and these terms don't override those immunities.
- Google won't be responsible for the following liabilities:
    - loss of profits, revenues, business opportunities, goodwill, or anticipated savings
    - indirect or consequential loss
    - punitive damages
- Except as stated in the For all users section above, Google's total, aggregate liability arising out of or relating to these terms is limited to the greater of (1) £500 or (2) 125% of the fees that you paid (or that were payable) to use the relevant services in the 12 months before the breach.

Taking action in case of problems

Before taking action as described below, we'll provide you with advance notice when reasonably possible, describe the reason for our action, and give you an opportunity to clarify the issue and address it, unless we reasonably believe that doing so would:

- cause harm or liability to a user, third party, or Google
- violate the law or a legal enforcement authority's order
- compromise an investigation
- compromise the operation, integrity, or security of our services

Removing your content

If we reasonably believe that any of your content (1) breaches these terms, service-specific additional terms or policies, (2) violates applicable law, or (3) could harm our users, third parties, or Google, then we reserve the right to take down some or all of that content in accordance with applicable law. Examples include child pornography, content that facilitates human trafficking or harassment, terrorist content, and content that infringes someone else's intellectual property rights.

Suspending or terminating your access to Google services

Without limiting any of our other rights, Google may suspend or terminate your access to the services or delete your Google Account if any of these things happen:

- you materially or repeatedly breach these terms, service-specific additional terms or policies
- we're required to do so to comply with a legal requirement or a court order
- we reasonably believe that your conduct causes harm or liability to a user, third party, or Google — for example, by hacking, phishing, harassing, spamming, misleading others, or scraping content that doesn't belong to you

For more information about why we disable accounts and what happens when we do, see this Help Center page. If you believe your Google Account has been suspended or terminated in error, you can appeal.

Of course, you're always free to stop using our services at any time. If you do stop using a service, we'd appreciate knowing why so that we can continue improving our services.

Settling disputes, governing law, and courts

For information about how to contact Google, please visit our contact page.

If you're a resident of, or an organization based in, the United Kingdom, these terms and your relationship with Google under these terms and service-specific additional terms, are governed by English law, and you can file legal disputes (including for breaches of these terms) in the English courts.

About these terms

By law, you have certain rights that can't be limited by a contract like these terms of service. These terms are in no way intended to restrict those rights.

These terms describe the relationship between you and Google. They don't create any legal rights for other people or organizations, even if others benefit from that relationship under these terms.

We want to make these terms easy to understand, so we've used examples from our services. But not all services mentioned may be available in your country.

If it turns out that a particular term is not valid or enforceable, this will not affect any other terms.

If you don't follow these terms or the service-specific additional terms, and we don't take action right away, that doesn't mean we're giving up any rights that we may have, such as taking action in the future.

We may update these terms and service-specific additional terms (1) to reflect changes in our services or how we do business — for example, when we add new services, features, technologies, pricing, or benefits (or remove old ones), (2) for legal, regulatory, or security reasons, or (3) to prevent abuse or harm.

If we materially change these terms or service-specific additional terms, we'll provide you with reasonable advance notice and the opportunity to review the changes, except (1) when we launch a new service or feature, or (2) in urgent situations, such as preventing ongoing abuse or responding to legal requirements. If you don't agree to the new terms, you should remove your content and stop using the services. You can also end your relationship with us at any time by closing your Google Account.

DEFINITIONS

affiliate

An entity that belongs to the Google group of companies, which means Google LLC and its subsidiaries, including the following companies that provide consumer services in the EU: Google Ireland Limited, Google Commerce Limited, and Google Dialer Inc.

business user

An individual or entity who is not a consumer (see consumer).

consumer

An individual who uses Google services for personal, non-commercial purposes outside of their trade, business, craft, or profession. This includes "consumers" as defined in Regulation 4 of the Consumer Contracts (Information, Cancelation and Additional Charges) Regulations 2013. (See business user)

copyright

A legal right that allows the creator of an original work (such as a blog post, photo, or video) to decide if and how that original work may be used by others, subject to certain limitations and exceptions (such as "fair use" and "fair dealing").

disclaimer

A statement that limits someone's legal responsibilities.

indemnify or indemnity

An individual or organization's contractual obligation to compensate the losses suffered by another individual or organization from legal proceedings such as lawsuits.

intellectual property rights (IP rights)

Rights over the creations of a person's mind, such as inventions (patent rights); literary and artistic works (copyright); designs (design rights); and symbols, names, and images used in commerce (trademarks). IP rights may belong to you, another individual, or an organization.

liability

Losses from any type of legal claim, whether the claim is based on a contract, tort (including negligence), or other reason, and whether or not those losses could have been reasonably anticipated or foreseen.

organization

A legal entity (such as a corporation, non-profit, or school) and not an individual person.

services

The Google services that are subject to these terms are the products and services listed at https://policies.google.com/terms/service-specific, including:

- apps and sites (like Search and Maps)
- platforms (like Google Shopping)
- integrated services (like Maps embedded in other companies' apps or sites)
- devices and other goods (like Google Nest)

Many of these services also include content that you can stream or interact with.

trademark

Symbols, names, and images used in commerce that are capable of distinguishing the goods or services of one individual or organization from those of another.

UK Platform-to-Business Regulation

The Regulation (EU) 2019/1150 on promoting fairness and transparency for business users of online intermediation services, as incorporated into the laws of the United Kingdom.

warranty

An assurance that a product or service will perform to a certain standard.

your content

Things that you create, upload, submit, store, send, receive, or share using our services, such as:

- Docs, Sheets, and Slides you create
- blog posts you upload through Blogger
- reviews you submit through Maps
- videos you store in Drive
- emails you send and receive through Gmail
- pictures you share with friends through Photos
- travel itineraries that you share with Google

Policies and attributions for Geocoding API

Page Summary

This document lists requirements for applications developed with the Geocoding API. Note that use of the Geocoding API is governed by your Agreement with Google.

Policies

This section describes policies relevant to Geocoding API. Policies provide practical implementation guidelines and requirements to help you use the Service correctly and in line with Google Maps Platform's expectations.

Exceptions from caching restrictions

Note that the **place ID**, used to uniquely identify a place, is **exempt from** the caching restrictions (https://cloud.google.com/maps-platform/terms/maps-service-terms). You can therefore store place ID values indefinitely. The place ID is returned in the `place_id` field in API responses. Learn how to save, refresh, and manage place IDs in the Place IDs guide (/maps/documentation/places/web-service/place-id#save-id).

European Economic Area countries and territories

This product has different Terms of Service for customers with a billing address in the European Economic Area (EEA), and it may also have different functionality. Before building with Google Maps Platform, review the following EEA-specific terms and information:

- Google Maps Platform EEA Terms of Service (https://cloud.google.com/terms/maps-platform/eea)
- Google Maps Platform EEA Service Specific Terms (https://cloud.google.com/terms/maps-platform/eea/maps-service-terms)
- EEA frequently asked questions (FAQ) (/maps/comms/eea/faq)
- Google Maps Platform Road Safety Requirements (https://cloud.google.com/terms/maps-platform/eea-safety-requirements)

If your billing address is not in the EEA, the following terms of service apply to you:

- Google Maps Platform Terms of Service (https://cloud.google.com/maps-platform/terms)
- Google Maps Platform Service Specific Terms (https://cloud.google.com/maps-platform/terms/maps-service-terms)

Google Maps attribution requirements

This section provides attribution requirements and guidelines for displaying Google Maps and Content through your applications.

Note: The following updated attribution requirements now use "Google Maps" instead of only "Google." We acknowledge that your existing implementations may use the attribution of "Google," in alignment with prior guidance, and you may continue using "Google" as an attribution for now. For new implementations, use "Google Maps" as described in this section. In the future, we will provide timelines and instructions to help you transition existing "Google" attributions to "Google Maps" attributions.

Display Google Maps attribution

You must follow Google Maps attribution requirements when displaying Content from Google Maps Platform APIs in your app or website. You don't need to add extra attribution if the Content is shown on a Google Map where the attribution is already visible.

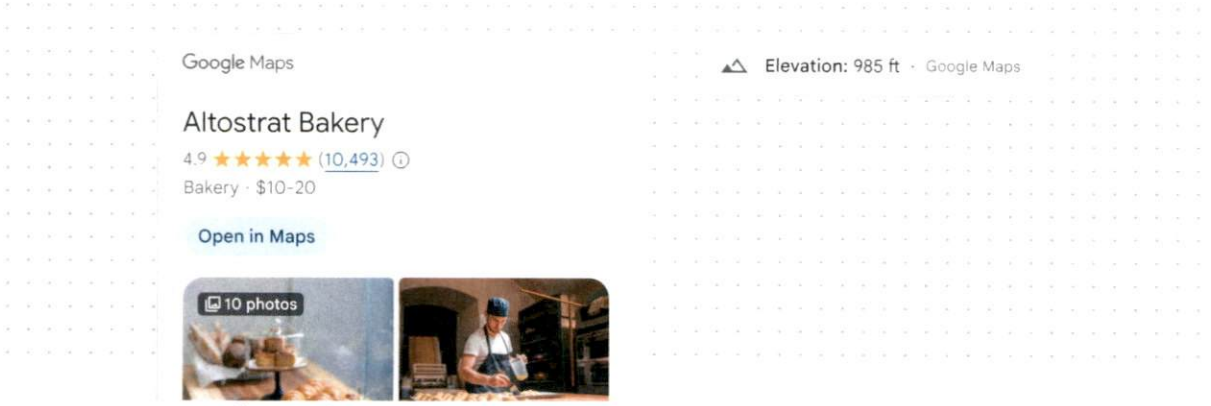
Included Google Maps attribution

For Google Maps attribution that is already provided by Google Maps Platform in the user interface, such as in Places UI Kit:

- Don't remove included attribution regardless of where it is displayed. Don't alter, hide, or obscure the attribution and make sure it is clearly visible against the background.
- Always visually distinguish Google Maps Platform Content from other content by using UI cues such as a border, background color, shadow, or sufficient whitespace.
- When making visual modifications, you must adhere to all Google Maps attribution requirements.

Google Maps logo and text attribution

Attribution should take the form of the Google Maps logo whenever possible. In cases where space is limited, the text **Google Maps** is acceptable. It must always be clear to end users which content is provided by Google Maps.



Left: Google Maps logo attribution, Right: Google Maps text attribution

Logo attribution

Follow these requirements for using the Google Maps logo in your app or website.



Acceptable variations for Google Maps logo attribution

Download Google Maps logos

Use the official Google Maps logo files. Download the logos below, and follow the guidelines in this section.

Download the Google Maps attribution assets (/static/maps/documentation/images/Google_Maps_Attribution_Assets.zip)

When using the Google Maps logo, follow these guidelines.

- Don't modify the logo in any way.
- Maintain the aspect ratio of the logo to prevent distortion.
- Use the outlined logo on a busy background, like a map or image.
- Use the non-outlined logo on a plain background, like a solid color or subtle gradient.

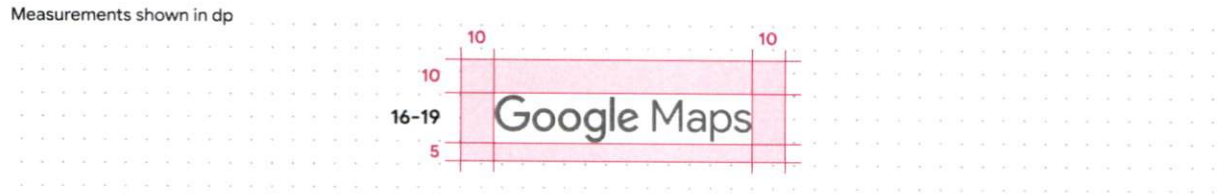
Logo size specification

Follow these size specifications for the Google Maps logo:

- **Minimum logo height:** 16dp
- **Maximum logo height:** 19dp

- **Minimum logo clear space:** 10dp on left, right and top, 5dp on the bottom

To learn about dp, see Pixel density (https://m2.material.io/design/layout/pixel-density.html#pixel-density) on the Material Design website.



Google Maps logo showing minimum clear space and acceptable size range

Logo accessibility

Follow these accessibility requirements for the Google Maps logo:

- Maintain an accessible contrast (https://www.w3.org/WAI/WCAG21/Understanding/contrast-minimum.html) between the logo and the background.
- Include an accessibility label with the text **Google Maps**.



Unacceptable variations and accessibility issues for Google Maps logo attribution

Text attribution

If the size of your interface does not support using the Google Maps logo, you can spell out **Google Maps** in text. Follow these guidelines:



Acceptable variations of the Google Maps text attribution

- Don't modify the text **Google Maps** in any way:

- Don't change the capitalization of **Google Maps**
- Don't wrap **Google Maps** onto multiple lines
- Don't localize **Google Maps** into another language.
- Prevent browsers from translating **Google Maps** by using the HTML attribute `translate="no"`.



Unacceptable variations of the Google Maps text attribution

- Style Google Maps text as described in the following table:

Google Maps text-styling requirements

Property	Style
Font family	Roboto (https://fonts.google.com/specimen/Roboto?preview.text_type=custom). Loading the font is optional.
Fallback font family	Any sans serif body font already used in your product or "Sans-Serif" to invoke the default system font
Font style	Normal
Font weight	400
Font color	White, black (#1F1F1F), or gray (#5E5E5E). Maintain accessible (4.5:1) (https://www.w3.org/WAI/WCAG21/Understanding/contrast-minimum.html) contrast against the background.
Font size	Minimum font size: 12sp Maximum font size: 16sp To learn about sp, see Font size units (https://m3.material.io/styles/typography/type-scale-tokens#3f4488e7-3b74-45b0-a143-9d6afa4d62dc) on the Material Design website.
Letter spacing	Normal

Example CSS

The following CSS renders Google Maps with the appropriate typographic style and color on a white or light background.

```
@import url('https://fonts.googleapis.com/css2?family=Roboto&display=swap');

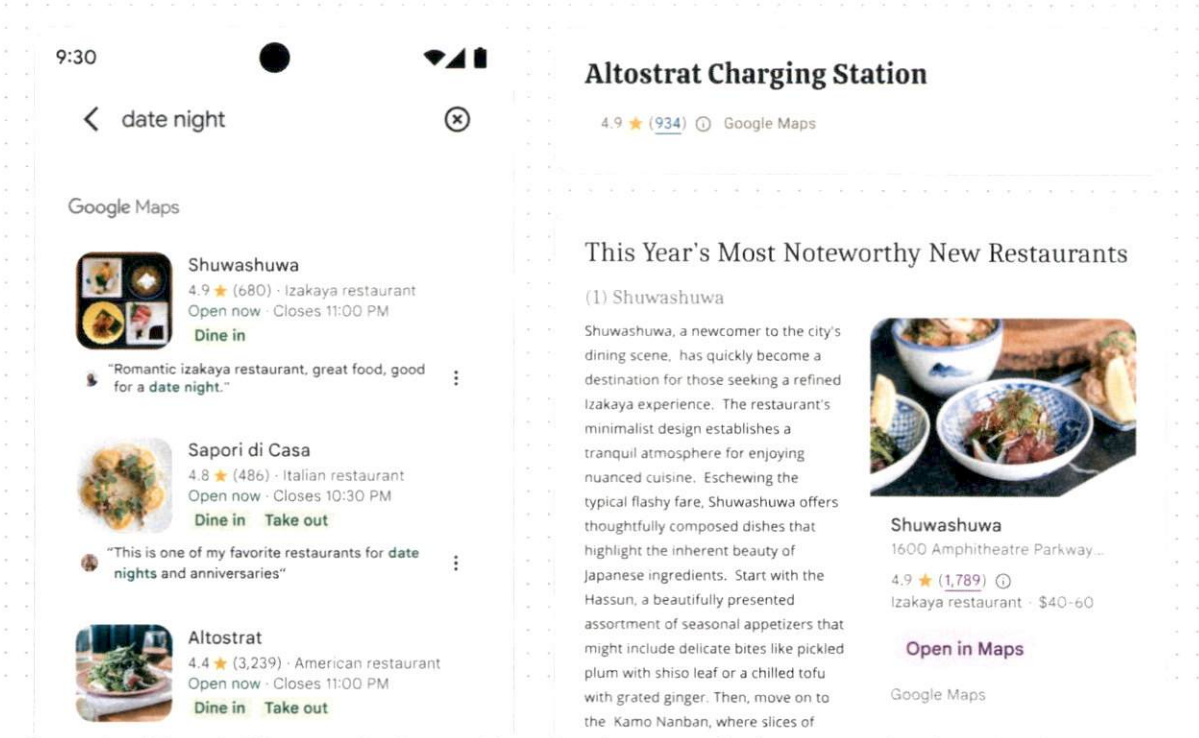
.GMP-attribution {
font-family: Roboto, Sans-Serif;
font-style: normal;
font-weight: 400;
font-size: 1rem;
letter-spacing: normal;
white-space: nowrap;
color: #5e5e5e;
}
```

Visual requirements

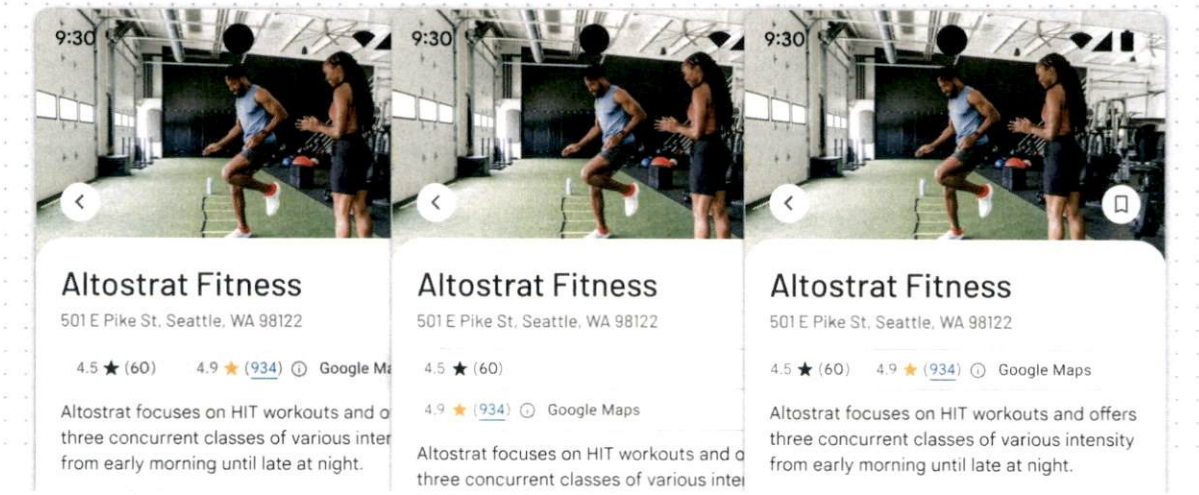
Follow these requirements for the visual treatment of Google Maps attribution.

- Position attribution near the top or bottom of the content, and within the same visual container. For a single line of content, attribution can be positioned to the right or left.
- Visually distinguish Google Maps Platform Content from other content by using UI cues such as a border, background color, shadow, or sufficient whitespace.
- Don't misrepresent Google Maps by attributing it with non-Google Maps Platform content.
- Verify that the attribution is always visible and legible. Never remove, hide, obscure, or modify it.

The following figures show examples of these visual requirements.



Example of Google Maps attribution positioned at the top, at the bottom, and to the side of the content



Example of three approaches to differentiating Google Maps Content (the place rating) from other content



× Don't

Don't hide or obscure the Google Maps attribution



× Don't

Don't mix Google Maps content with info from other sources

Don't obscure the Google Maps attribution or mix it with content from other sources

Third-party data providers

Some of the data and images on our mapping products come from providers other than Google. For some products, such as Map Tiles API, we may provide you with the required attribution to the third-party data provider. When we do, the text of your attribution must say the name "Google Maps" and the relevant data provider(s), such as "Map data: Google, Maxar Technologies." When Google provides third-party attribution, only including "Google Maps" or the Google logo is not proper attribution.

Except as otherwise noted, the content of this page is licensed under the Creative Commons Attribution 4.0 License (https://creativecommons.org/licenses/by/4.0/), and code samples are licensed under the Apache 2.0 License (https://www.apache.org/licenses/LICENSE-2.0). For details, see the Google Developers Site Policies (https://developers.google.com/site-policies). Java is a registered trademark of Oracle and/or its affiliates.

Last updated 2025-12-18 UTC.

App Store Connect Help

- Manage your team
- Create an app record
- Manage builds
- Manage asset packs
- Manage app information
- Manage app accessibility
- Test a beta version
- Manage submissions to App Review
- Manage your app's availability
- Manage app pricing
- Update your app
- Manage featuring nominations
- Monitor ratings and reviews
- Measure app performance
- View App Analytics
- View Sales and Trends
- Transfer an app
- Manage agreements
  - Sign and update agreements
  - View agreements status
- Manage banking information
- Manage tax information
- Manage compliance information
- Getting paid
- Making payments to Apple
- Understanding the Core Technology Fee
- Offer promo codes
- Offer App Clip experiences
- Create custom product pages
- Create product page optimization tests
- Offer In-App Events
- Configure In-App Purchase settings
- Manage In-App Purchases
- Manage subscriptions

Filter ⌘K

Manage agreements

Sign and update agreements

By joining the Apple Developer Program, you can distribute free apps on the App Store under the Apple Developer Program License Agreement.

To sell your apps on the App Store or offer In-App Purchases, the Account Holder must sign the Paid Apps Agreement.

Required role: Account Holder. View role permissions.

Sign a paid agreement

Renew an expiring Paid Apps Agreement

Accept the latest agreement

Update your legal entity information or address



Submit your feedback



Ask questions on the forums



Contact Apple Developer Support

Platforms

iOS
iPadOS
macOS
tvOS
visionOS
watchOS

Tools

Swift
SwiftUI
Swift Playground
TestFlight
Xcode
Xcode Cloud
Icon Composer
SF Symbols

Topics & Technologies

Accessibility
Accessories
Apple Intelligence
App Store
Audio & Video
Augmented Reality
Business
Design
Distribution
Education
Fonts
Games
Health & Fitness
In-App Purchase
Localization
Maps & Location
Machine Learning & AI
Open Source
Security
Safari & Web

Resources

Documentation
Sample Code
Tutorials
Downloads
Forums
Videos

Support

Support Articles
Contact Us
Bug Reporting
System Status

Account

Apple Developer
App Store Connect
Certificates, IDs, & Profiles
Feedback Assistant

Programs

Apple Developer Program
Apple Developer Enterprise Program
App Store Small Business Program
MFi Program
Mini Apps Partner Program
News Partner Program
Video Partner Program
Security Bounty Program
Security Research Device Program

Events

Meet with Apple
Apple Developer Centers
App Store Awards
Apple Design Awards
Apple Developer Academies
WWDC

Get the Apple Developer app.

Light Dark Auto

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English

Terms of Service for Firebase Services

Terms last modified: December 18, 2025

If you signed an offline variant of the Google Cloud Master Agreement for use of specified Firebase services under the same Google Cloud Platform Account, the terms below do not apply to your use of such Firebase services, and your offline terms govern your use of such Firebase services.

I agree that my use of any Firebase service is for purposes related to my trade, business, craft, or profession, and that my use is subject to the applicable terms below.

Firebase Services	Terms of Service
Cloud Firestore Cloud Functions for Firebase Cloud Storage for Firebase Firebase AI Logic [4, 6] Firebase App Check Firebase App Hosting Firebase Authentication Firebase Data Connect Firebase Phone Number Verification (Preview) [3] Firebase Test Lab & Android Device Streaming [7] Gemini in Firebase (with a Gemini Code Assist Standard or Enterprise license (https://codeassist.google/products/business)) [4]	Google Cloud Platform Terms of Service (//cloud.google.com/terms/) [1]
Firebase Studio (Preview) [3, 5]	Google Terms of Service (https://policies.google.com/terms) Gemini API Additional Terms of Service (https://ai.google.dev/gemini-api/terms) Generative AI Prohibited Use Policy (https://policies.google.com/terms/generative-ai/use-policy)
Gemini in Firebase (no-cost) [5]	Google Terms of Service (https://policies.google.com/terms)

	Generative AI Prohibited Use policy (https://policies.google.com/terms/generative-ai/use-policy)
Firebase Hosting Firebase Realtime Database	Google APIs Terms of Service (//developers.google.com/terms/) Firebase Data Processing and Security Terms (/terms/data-processing-terms) Firebase Paid Services Agreement (/terms/billing)
Firebase A/B Testing (Beta) Firebase Cloud Messaging Firebase Dynamic Links Firebase In-App Messaging (Beta) Firebase ML (Beta) [2] Firebase Performance Monitoring Firebase Remote Config	Google APIs Terms of Service (//developers.google.com/terms/) Firebase Data Processing and Security Terms (/terms/data-processing-terms)
Firebase App Distribution Firebase Crashlytics	Firebase Crashlytics & Firebase App Distribution Terms of Service (/terms/crashlytics) Firebase Data Processing and Security Terms (/terms/data-processing-terms)

[1] Unless a Data Location Selection is offered by Google and made by Customer as defined in the Google Cloud Terms of Service, Google may process and store Customer Data anywhere Google or its agents maintain facilities, including Google Cloud Platform locations (https://cloud.google.com/about/locations/) and Google data centers (https://www.google.com/about/datacenters/inside/locations/index.html). Firebase services subject to the Google Cloud Platform Terms of Service are "Services" and/or "Software" as defined in that agreement, and as such are subject to the Google Cloud Platform Service Specific Terms (//cloud.google.com/terms/service-terms) that are part of the Google Cloud Platform Terms of Service.

[2] Some functions of Firebase ML (Beta) interoperate with Google services governed by the Google Cloud Platform Terms of Service (//cloud.google.com/terms/), including the Google Cloud Service Specific Terms (//cloud.google.com/terms/service-terms) (Google Cloud Platform Machine Learning Group).

[3] This product is subject to the Pre-GA Offerings Terms, as stated in the service specific terms (https://cloud.google.com/terms/service-terms) of the Google Cloud Platform Terms of Service.

[4] This product is a Generative AI service, and use of the service is subject to the Generative AI Services terms in service specific terms (https://cloud.google.com/terms/service-terms) of the Google Cloud Platform Terms of Service.

[5] Generative AI features within Firebase Studio are provided by Gemini in Firebase (no-cost).

[6] Firebase AI Logic provides a proxy service, client SDKs, and other features offered under the Google Cloud Platform Terms of Service. Any usage of the Gemini Developer API or the Vertex AI Gemini API is subject to their specific terms.

[7] Android Device Streaming uses features of Test Lab. The use of Android Device Streaming is subject to Google Cloud Platform Terms of Service (https://cloud.google.com/terms/service-terms).

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RESOLUTION NO. 2026-125

APPROVAL OF PURCHASE ORDERS

WHEREAS, pursuant to OKLA. STAT. tit. 19, § 326(A), the Board of County Commissioners of Rogers County must approve all claims against the County; and

WHEREAS, the Board of County Commissioners of Rogers County have reviewed the purchase orders supporting the claims attached hereto as Exhibit A; and

WHEREAS, it is the desire of the Board of County Commissioners of Rogers County that the claims presented in Exhibit A and evidenced by properly prepared purchase orders are appropriate to be paid.

NOW, THEREFORE, BE IT RESOLVED that the aforesaid claims against Rogers County are appropriate and approved by the Board of County Commissioners of Rogers County.

PASSED AND APPROVED by the Board of County Commissioners on this 12th day of January, 2026

_____
Ron Burrows, District 3
Chairman

_____
Dan DeLozier, District 1
Commissioner

(Seal)

_____
Steve Hendrix, District 2
Commissioner

Subscribed and sworn to before me this _____ day of _____, 2026.

ATTEST:

_____

Jeanne M. Heidlage, County Clerk

Payment list 1/12/2026

Number	Department	Vendor Name	Description	Invoiced	OK
26-04398	USE TAX	Rogers County Abstract	Purchase of Property - West of 2020 Holly Rd	$ 330,592.16	FALSE
26-04385	EMG MGMT	Argus Rising First Responder Drone Training/Joseph A. Edwards	4 DAY DRONE PILOT LIC. PREP & TEST	$ 2,997.00	FALSE
26-04380	DIST 3	Oklahoma Natural Gas/ONE Gas, Inc.	#210135599181821100 NATURAL GAS BILL	$ 367.72	FALSE
26-04379	DIST 3	Oklahoma Natural Gas/ONE Gas, Inc.	NATURAL GAS BILL #210135599112830791	$ 184.72	FALSE
26-04378	DIST 3	Inola Water Department/Town of Inola	MONTHLY WATER/SEWER BILL: ACCOUNT# 44800	$ 36.83	FALSE
26-04367	DIST 3	(EMP) Burrows, Ron	REIMBURSEMENT FOR COMMISSIONER BURROWS	$ 550.00	FALSE
26-04366	DIST 3	(EMP) Burrows, Ron	REIMBURSEMENT FOR COMMISSIONER BURROWS	$ 427.29	FALSE
26-04363	DIST 3	Larry Joseph Kays & Rebecca Jean Kays	ROW ACQUISITION-SOUTHAVEN PHASE II,	$ 150,000.00	FALSE
26-04360	DIST 3	R.W.D. #5	ACCT#1909 MONTHLY WATER BILL FOR DISTRICT # 3	$ 43.00	FALSE
26-04348	DIST 3	R.W.D. #5	ACCT # 1942 MONTHLY WATER BILL	$ 28.00	TRUE
26-04347	DIST 3	Cox Business	MONTHLY PHONE BILL & INTERNET	$ 467.40	FALSE
26-04346	SHERIFF	CISO Global, Inc.	MANAGED DETECTION /ACCT ROGERS CO SHERIFF/	$ 945.00	TRUE
26-04343	SHERIFF	ULine, Inc	ULINE/ SHELVING	$ 965.33	TRUE
26-04342	SHERIFF	Prodigy Solutions	PRODIGY PHONE/ DEC	$ 7,743.96	TRUE
26-04339	BLDG MAINT	J&T Service Company/Jason Birdsong	SHERIFF OFC PUMP OUT & JET SEWER LINE	$ 1,090.00	TRUE
26-04334	COUNTY JAIL	Green Country Vendors Inc	GREEN COUNTRY VENDORS/ MICROWAVE LEASE	$ 20.00	TRUE
26-04333	COUNTY JAIL	WM Corporate Services, Inc/Waste Management Of Oklahoma Inc	WASTE MANAGMENT/ DUMPSTER	$ 1,555.92	TRUE
26-04331	COUNTY JAIL	Oklahoma Police Supply	oklahoma police supply/ Scroggins	$ 105.98	TRUE
26-04329	COUNTY JAIL	City Of Claremore	CITY OF CLAREMORE/ DEC	$ 3,472.16	FALSE
26-04328	COUNTY JAIL	City Of Claremore	CITY OF CLAREMORE HIGH/ DEC	$ 3,698.00	FALSE
26-04327	COUNTY JAIL	City Of Claremore	CITY OF CLAREMORE LOW/ DEC	$ 3,238.90	FALSE
26-04326	SHERIFF	Jones Commerical Hardware, Inc.	JONES COMMERCIAL/ K POD PROJECT	$ 46,784.00	TRUE
26-04325	SHERIFF	Network Enhancement Systems, Inc.	NETWORK ENHANCEMENT SYSTEM/ DEC	$ 352.87	TRUE
26-04324	SHERIFF	The Vermont Center for Responder Wellness and The Institute for Trauma Recovery and Resiliency, LLC	NEW ORLEANS ASAP TRAINING	$ 1,300.00	TRUE
26-04313	HEALTH DEPT	(EMP) Etheridge, Amanda	travel reimbursement for Amanda Etheridge	$ 381.32	TRUE
26-04311	HEALTH DEPT	Terminix Commercial/Rentokil North American Inc	Termite Control	$ 600.00	FALSE
26-04310	DIST 3	Shuterra, LLC	RIGHT-OF-WAY VEGETATION MANAGEMENT	$ 42,187.03	FALSE
26-04305	DIST 3	Bank of Grand Lake	MONTHLY LEASE PAYMENT	$ 3,782.40	FALSE
26-04304	DIST 3	RCB Bank	MONTHLY LEASE PAYMENT	$ 5,414.98	FALSE
26-04303	DIST 3	Welch State Bank	MONTHLY LEASE PAYMENT	$ 5,866.35	FALSE
26-04302	DIST 3	SNB Bank	MONTHLY LEASE PAYMENTS	$ 4,863.67	FALSE
26-04299	HEALTH DEPT	Health Department Amazon	Squirrel cages to relocate from Annex bldg	$ 40.99	TRUE

Payment list 1/12/2026

Number	Department	Vendor Name	Description	Invoiced	OK
26-04298	GEN GOV	USPS - Claremore	Rekey mailbox - Treasurer's Office	$ 25.00	FALSE
26-04277	SHERIFF	Nabholz Construction Corporation	NABHOLZ/ K POD PROJECT DOOR	$ 25,762.00	TRUE
26-04276	SHERIFF	Keefe Group, LLC	KEEFE GROUP/ COMMISSARY PENCILS	$ 25.00	TRUE
26-04274	DIST 3	Hamill Metals	2-3/8 USED PIPE	$ 418.50	FALSE
26-04273	DIST 1	White Star Machinery & Supply	Excavator Blade - Cutting Edge	$ 412.20	FALSE
26-04253	SHERIFF	Northeast Technology Center	POSSE TEST WALKER	$ 55.00	TRUE
26-04252	SHERIFF	Pitney Bowes Inc	Quarterly Lease of Postage machine	$ 204.60	TRUE
26-04238	CLERK	Lakeland Office Systems LLC/Lakeland Holdings LLC	January 2026 Service Agreement for Plotter #RC04	$ 65.00	FALSE
26-04237	CLERK	Lakeland Office Systems LLC/Lakeland Holdings LLC	January 2026 Copies & Service Agreement #RC04	$ 91.09	FALSE
26-04233	DIST 3	Bruckner Truck & Equipment	TRUCK #79 D3 #302-0359 REPAIRS AT BRUCKNER'S	$ 6,169.34	FALSE
26-04171	BLANKET DIST 2	T & W Tire Company Inc	Tires, Supplies and Alignments for Equipment	$ 3,260.00	FALSE
26-04159	BLANKET DIST 1	Tri-Star Roll-Offs / Tri Star Refuse Inc	30-Yard Dumpsters (Bid #2026-17: 30-YD Dumpsters)	$ 1,256.00	FALSE
26-04142	ASSESSOR	Quill LLC/Staples, Inc.	OFFICE SUPPLIES	$ 380.94	FALSE
26-04091	OSU EXT	Cox Business	Internet Services - January 2026	$ 113.95	FALSE
26-04064	COMMISSION	DotCom Leasing LLC	Monthly Copier Service - Jan 2026	$ 122.55	FALSE
26-04062	DIST 1	Cintas Corporation 063	AED - Rental	$ 112.50	FALSE
26-04057	DIST 1	U. S. Cellular	Cell Phone Service-Account #500102495	$ 130.15	FALSE
26-04055	DIST 1	Oklahoma Turnpike Authority	Monthly Turnpike Tolls (Account #656342)	$ 20.18	FALSE
26-04054	DIST 1	Oklahoma Dept Of Transportation	Lease Payment 26 of 96 (CaterpillarAsphaltPaver)	$ 2,843.23	FALSE
26-04052	DIST 1	Public Service Of Oklahoma	Utilities: Electric County Warehouse	$ 655.62	FALSE
26-04046	DIST 1	Muskogee Communications Inc.	Communications Tower Lease Payment	$ 250.00	FALSE
26-04044	DIST 1	City Of Claremore	Flashing Lights @ Sequoyah School	$ 60.52	FALSE
26-04043	DIST 4	City Of Claremore	Utilities at Claremore Warehouse	$ 141.31	FALSE
26-04029	GEN GOV	CISO Global, Inc.	Managed Detection and Response Services - Jan 2026	$ 1,650.00	FALSE
26-04014	PLAN COMM	Crandall Professional Services LLC	Crandall Meetings and reviews	$ 100.00	FALSE
26-04013	PLAN COMM	Crandall Professional Services LLC	Crandall Fire permits and inspections	$ 240.00	FALSE
26-04008	DIST 3	Warren Cat/Warren Power & Machinery, Inc.	ROTOCHOPPER D3 # 370-0301	$ 2,667.87	FALSE
26-03963	BLANKET DIST 1	Cintas	Blanket - Misc. First Aid Supplies	$ 108.09	FALSE
26-03902	DIST 3	American Checked Inc	BACKGROUND CHECK FOR JORDIN FORTIN	$ 40.91	FALSE
26-03901	DIST 2	Tomo Drug Testing/Employee Screening Services of Missouri, LLC	Random Drug and Alcohol Testing	$ 115.00	FALSE
26-03900	DIST 1	Muskogee Sand Company Inc.	Road Sand - Fill to mix with salt to treat roads	$ 1,441.68	FALSE
26-03879	DIST 2	R.W.D. #4 - Rogers County	Utilities, Water	$ 60.93	FALSE

Payment list 1/12/2026

Number	Department	Vendor Name	Description	Invoiced	OK
26-03866	DIST 3	Warren Cat/Warren Power & Machinery, Inc.	CAT DRUM ROLLER D3 # 320-0310	$ 1,668.06	FALSE
26-03852	BLANKET DIST 3	(HLD) Lowes Home Center	VARIOUS PARTS, SUPPLIES & TOOLS	$ 187.46	FALSE
26-03851	BLANKET DIST 1	Dollar General Store-Regions 410526	Blanket - Miscellaneous Office Supplies	$ 13.00	FALSE
26-03845	BLANKET DIST 2	Lakeland Office Systems LLC/Lakeland Holdings LLC	Monthly Copier Services Equip #41158 & #34882	$ 120.06	FALSE
26-03840	DIST 3	Ergon Asphalt & Emulsions, Inc.	SS-1 OIL	$ 3,296.40	FALSE
26-03836	GEN GOV	(HLD) Burrows Agency	FY 25/26 Travelers payment 3 of 4	$ 464,220.00	FALSE
26-03813	ASSESSOR	Canon Financial Services Inc	JANUARY 2026 LEASE ON CANON COPIER	$ 231.00	FALSE
26-03811	PLAN COMM	OUBCC/Oklahoma Uniform Building Code Commission	December permit fees	$ 296.00	FALSE
26-03806	DIST 3	Rogers County Industrial Development Authority	LEASE AGREEMENT ACCESS RD. PHASE I	$ 690.00	FALSE
26-03805	DIST 3	Rogers County Industrial Development Authority	LEASE AGREEMENT KING RD. ACCESS PROJECT	$ 10,000.00	FALSE
26-03803	DIST 3	Anchor Stone Company	AGG BASE	$ 4,793.62	FALSE
26-03802	DIST 3	Ox Bodies Inc	TAILGATE HINGE, TAILGATE ASSEMBLY, HINGE PIN, ETC.	$ 3,476.23	TRUE
26-03787	DIST 3	Diamond P Lawn & Garden	PARTS FOR STIHL CHAINSAWS	$ 163.98	FALSE
26-03786	VISUAL INSPECT	JD Oasis LLC/Dustin Warren	DECEMBER 2025 VISUAL INSPECTION	$ 68,483.00	TRUE
26-03774	DIST 2	Nobel Systems, INC	Utilities, Phone 2/01/26 - 2/28/26 (Jan. due)	$ 280.35	FALSE
26-03773	DIST 2	Risley Trash Service/Risley & Son Inc.	Monthly Trash Service for D2 Warehouse	$ 150.00	FALSE
26-03753	DIST 2	Cintas	AED Lease	$ 112.50	FALSE
26-03738	BLANKET HEALTH	ImageFIRST/ ImageFIRST of Dallas, LLC	Rugs and Towels	$ 269.02	TRUE
26-03734	DIST 3	Express Services Inc	Employment Services for CDL DRIVER	$ 691.20	FALSE
26-03730	DIST 3	Blue Sky Supply, Inc	MONTHLY WATER COOLER RENTAL	$ 90.00	FALSE
26-03729	DIST 3	Cintas	MONTHLY SERVICE ON AED MACHINE	$ 112.50	FALSE
26-03718	DIST 3	Bruckner Truck & Equipment	PARTS TO REPAIR TRUCK # 81 D3 # 302-0361	$ 255.15	FALSE
26-03698	DIST 1	West Termite and Pest Management, INC	Pest Control Service @ Warehouse	$ 85.00	FALSE
26-03685	DIST 2	Tri-Star Roll-Offs / Tri Star Refuse Inc	Roll Off Dumpsters 30 Yard Bid #2026-17	$ 3,768.00	FALSE
26-03683	DIST 2	APAC-Central Inc	1" Crusher Run Bid #2026-15 APAC Oologah	$ 735.79	FALSE
26-03642	BLANKET DIST 3	Tri-Star Roll-Offs / Tri Star Refuse Inc	PULL/RESET 30 YARD DUMPSTERS	$ 8,478.00	FALSE
26-03641	BLANKET DIST 3	Oklahoma Turnpike Authority	MONTHLY PIKEPASS FEE	$ 21.20	FALSE
26-03636	BLANKET DIST 3	Cintas Corporation 063	RENTAL COST FOR EMPLOYEE UNIFORMS	$ 1,513.86	FALSE
26-03634	BLANKET DIST 2	Premier Truck Group / Penske Commercial Vehicles US, LLC	Estimate to repair Truck #76	$ 35,637.08	FALSE
26-03633	BLANKET ASSESSOR	Oklahoma Turnpike Authority	DECEMBER 2025 TURNPIKE TRAVEL	$ 10.80	FALSE
26-03630	BLANKET V.I.	Froman Oil Co Inc	DECEMBER 2025 FUEL	$ 248.24	FALSE
26-03627	BLANKET DIST 2	UniFirst Corporation	Uniforms and Supplies	$ 1,225.93	FALSE

Payment list 1/12/2026

Number	Department	Vendor Name	Description	Invoiced	OK
26-03623	BLANKET DIST 2	P & K Equipment	Tools, Parts, Supplies and Repairs	$ 2,320.93	FALSE
26-03621	BLANKET PLANNING	Davison Fuels & Oil LLC	December fuel (2)	$ 350.90	FALSE
26-03619	BLANKET DIST 2	(HLD) NAPA Auto Parts/Genuine Parts Company	Tools, Parts and Supplies	$ 134.96	FALSE
26-03616	BLANKET DIST 2	Big Brand Tire and Service/MAJCO LLC	Tires and Supplies for Vehicles/Equipment	$ 1,281.84	FALSE
26-03614	BLANKET BLDG MAIN	Westlake Ace Hardware INC #73	HARDWARE & SUPPLIES MAINT. DEPT DEC 2025	$ 49.67	FALSE
26-03612	BLANKET BLDG MAIN	Stillwater Milling Company	Supplies as needed FOR DEC 2025	$ 66.91	FALSE
26-03611	BLANKET BLDG MAIN	Spectrum Paint Company	PAINT & SUPPLIES FOR MAINTENANCE DEPT DEC 2025	$ 125.78	FALSE
26-03610	BLANKET BLDG MAIN	(HLD) O'Reilly Auto Parts/O'Reillys Automotive Stores Inc.	PARTS AND SUPPLIES AS NEEDED FOR DEC 2025	$ 251.27	FALSE
26-03609	BLANKET BLDG MAIN	(HLD) Lowes Home Center	MATERIALS AND SUPPLIES AS NEEDED FOR DEC 2025	$ 581.90	FALSE
26-03607	BLANKET BLDG MAIN	Interstate All Battery Center Owasso	BATTERIES AND SUPPLIES FOR DEC 2025	$ 354.56	FALSE
26-03604	BLANKET BLDG MAIN	Grainger	PARTS AND SUPPLIES AS NEEDED FOR DEC 2025	$ 490.52	FALSE
26-03602	BLANKET BLDG MAIN	Cintas Corporation 063	UNIFORM RENTALS FOR MAINT DEPT FOR DEC 2025	$ 83.88	FALSE
26-03601	BLANKET BLDG MAIN	Cintas	Various suppies,1st aid & PPE supplies DEC 2025	$ 215.59	FALSE
26-03599	BLANKET BLDG MAIN	Aztec Locksmith/Jim Ripley's Service, Inc	PARTS AND SUPPLIES AS NEEDED FOR DEC 2025	$ 49.50	FALSE
26-03598	BLANKET BLDG MAIN	Atwood Distributing, L.P.	SUPPLIES AS NEEDED FOR DEC 2025	$ 101.86	FALSE
26-03597	BLANKET BLDG MAIN	Admiral Express, LLC	PARTS AND SUPPLIES AS NEEDED FOR DEC 2025	$ 291.02	FALSE
26-03561	BLANKET DIST 1	Quill LLC/Staples, Inc.	Blanket - Miscellaneous Office Supplies	$ 322.89	FALSE
26-03560	BLANKET DIST 1	Walkers Hardware And Lumber	Blanket for tools, parts, supplies &/or repairs	$ 148.95	FALSE
26-03558	SHERIFF	Rescue Essentials/Tri-Tech Forensics, Inc	LE Medical Equipment and Training Supplies	$ 5,381.46	FALSE
26-03554	DIST 2	Dell Marketing LP	New Laptop	$ 1,751.48	FALSE
26-03499	BLDG MAINT	Froman Oil Co Inc	FUEL FOR MAINTENANCE VEHICLES DEC 2025	$ 48.00	FALSE
26-03468	SHERIFF	TulsaConnect/MBO Data, LLC	software	$ 1,761.43	TRUE
26-03432	BLANKET DIST 3	Ameriflex Hose & Accessories LLC	TRUCK & EQUIPMENT PARTS & SUPPLIES	$ 184.40	FALSE
26-03420	BLANKET EMG MGMT	Comdata MasterCard	EM MONTHLY FUEL DECEMBER 2025	$ 313.05	FALSE
26-03417	SHERIFF	American Red Cross/American National Red Cross	instructor recert	$ 123.00	FALSE
26-03394	GEN GOV	James Farris Associates, LTD/James W. Farris	Human Resources Consulting - Dec 2025	$ 2,289.21	FALSE
26-03392	GEN GOV	Craig County Detention Center/ ROCMND Area Youth Sevices Inc	Juvenile Detention Claims Dec 2025	$ 840.00	FALSE
26-03390	GEN GOV	Cox Business	Internet/Phone Courthouse Dec 25/Jan 26 075740501	$ 5,328.43	FALSE
26-03373	COUNTY JAIL	GarageExperts of Tulsa/DEBCO Enterprises LLC	Garage experts/ shower remodel	$ 6,000.00	FALSE
26-03332	DIST 2	Summit Fire & Security, LLC	Yearly Inspection & Recharging Fire Extinguishers	$ 1,421.75	FALSE
26-03310	EMG MGMT	Lakeland Office Systems LLC/Lakeland Holdings LLC	EM MONTHLY SERVICE DECEMBER 2025	$ 54.24	FALSE
26-03286	BLANKET DIST 4	Westlake Ace Hardware INC #73	Blanket for tools, parts, supplies, &/or repairs.	$ 193.37	FALSE

Payment list 1/12/2026

Number	Department	Vendor Name	Description	Invoiced	OK
26-03158	BLANKET DIST 1	AutoZone Parts, INC	Blanket - Tools, parts, supplies &/or repairs	$ 456.47	FALSE
26-03016	BLANKET DIST 2	Fastenal Company	Safety, First Aide, Tools and Shop Supplies	$ 129.60	FALSE
26-02817	BLANKET DIST 1	Fastenal Company	Blanket - Supplies for Fastenal Vending Machine	$ 490.31	FALSE
26-02787	SHERIFF	Oklahoma Dept Of Public Safety	OLETS LIGHT ACCESS	$ 460.00	FALSE
26-02748	GEN GOV	City Of Claremore	Utilities - 2020 Holly Rd - Nov/Dec 2025	$ 2,381.43	FALSE
26-02747	GEN GOV	City Of Claremore	Utilities - Patti Page Storage - Nov/Dec 2025	$ 491.45	FALSE
26-02746	GEN GOV	City Of Claremore	Utilities - 417 W 1st - Nov/Dec 2025	$ 241.48	FALSE
26-02744	GEN GOV	City Of Claremore	Utility Service Nov/Dec 2025	$ 9,238.46	FALSE
26-02574	BLANKET DIST 4	(HLD) Lowes Home Center	Blanket for tools, parts, supplies, &/or repairs.	$ 124.68	FALSE
26-02473	BLANKET SHERIFF	(HLD) O'Reilly Auto Parts/O'Reillys Automotive Stores Inc.	VEHICLE MAINTENANCE AND REPAIRS	$ 835.02	FALSE
26-02233	SHERIFF	Oklahoma Dept Of Public Safety	OLETS LIGHT ACCESS	$ 460.00	FALSE
26-01997	CLERK	Kofile Technologies	Plat Cabinets	$ 14,478.00	TRUE
26-01817	BLANKET DIST 1	Starlite Trailers	Blanket for tools, parts, supplies &/or repairs.	$ 72.00	FALSE
26-00447	CLERK	County Clerks & Deputies Association Of Oklahoma	County Clerks & Deputies FY2026 Membership Dues	$ 350.00	TRUE
26-00331	BLANKET DIST 1	Locke Supply	Blanket for tools, parts, supplies, &/or repairs.	$ 145.05	FALSE
		Total Number of PO's 143		**$ 1,343,692.27**	

Rogers County, OK

Payment Register

APPKT02084 - 01/12/2026 Payments

01 - Vendor Set 01

Bank: 0001 - 0001

Vendor Number	Vendor Name	Total Vendor Amount
1781	(HLD) Burrows Agency	464,220.00

Payment Type	Payment Number	Payment Date	Payment Amount
Check		01/09/2026	464,220.00

Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount
85575	FY 25/26 Travelers payment 3 of 4	12/18/2025	12/18/2025	0.00	464,220.00

Vendor Number	Vendor Name	Total Vendor Amount
4067	(HLD) Lowes Home Center	581.90

Payment Type	Payment Number	Payment Date	Payment Amount
Check		01/09/2026	581.90

Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount
99006522918/DECEMBER 2(	MATERIALS AND SUPPLIES AS NEEDED FOR DEC 2025	12/01/2025	12/01/2025	0.00	581.90

Vendor Number	Vendor Name	Total Vendor Amount
4865	(HLD) O'Reilly Auto Parts/O'Reillys Automotive Stores I	1,086.29

Payment Type	Payment Number	Payment Date	Payment Amount
Check		01/09/2026	835.02

Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount
44721	VEHICLE MAINTENANCE AND REPAIRS	12/09/2025	12/09/2025	0.00	835.02

Payment Type	Payment Number	Payment Date	Payment Amount
Check		01/09/2026	251.27

Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount
3098681/DECEMBER 2025	PARTS AND SUPPLIES AS NEEDED FOR DEC 2025	12/02/2025	12/02/2025	0.00	251.27

Vendor Number	Vendor Name	Total Vendor Amount
1084	Admiral Express, LLC	291.02

Payment Type	Payment Number	Payment Date	Payment Amount
Check		01/09/2026	291.02

Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount
18498/DECEMBER 2025	PARTS AND SUPPLIES AS NEEDED FOR DEC 2025	12/10/2025	12/10/2025	0.00	291.02

Vendor Number	Vendor Name	Total Vendor Amount
8011	American Red Cross/American National Red Cross	123.00

Payment Type	Payment Number	Payment Date	Payment Amount
Check		01/09/2026	123.00

Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount
23038919	instructor recert	01/06/2026	01/06/2026	0.00	123.00

Vendor Number	Vendor Name	Total Vendor Amount
1324	Atwood Distributing, L.P.	101.86

Payment Type	Payment Number	Payment Date	Payment Amount
Check		01/09/2026	101.86

Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount
1870	SUPPLIES AS NEEDED FOR DEC 2025	12/02/2025	12/02/2025	0.00	101.86

Vendor Number	Vendor Name	Total Vendor Amount
1339	Aztec Locksmith/Jim Ripley's Service, Inc	49.50

Payment Type	Payment Number	Payment Date	Payment Amount
Check		01/09/2026	49.50

Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount
42704-IN	PARTS AND SUPPLIES AS NEEDED FOR DEC 2025	12/08/2025	12/08/2025	0.00	49.50

Vendor Number	Vendor Name	Total Vendor Amount
1844	Canon Financial Services Inc	231.00

Payment Type	Payment Number	Payment Date	Payment Amount
Check		01/09/2026	231.00

Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount
42442150	JANUARY 2026 LEASE ON CANON COPIER	01/05/2026	01/05/2026	0.00	231.00

Vendor Number	Vendor Name	Total Vendor Amount
1992	Cintas	215.59

Payment Type	Payment Number	Payment Date	Payment Amount
Check		01/09/2026	215.59

Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount
5308705507 + 9353279652	Various suppies,1st aid & PPE supplies DEC 2025	12/18/2025	12/18/2025	0.00	215.59

Vendor Number	Vendor Name	Total Vendor Amount
1993	Cintas Corporation 063	83.88

Payment Type	Payment Number	Payment Date	Payment Amount
Check		01/09/2026	83.88

Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount
4252142529	UNIFORM RENTALS FOR MAINT DEPT FOR DEC 2025	12/05/2025	12/05/2025	0.00	83.88

Vendor Number	Vendor Name	Total Vendor Amount
7970	CISO Global, Inc.	1,650.00

Payment Type	Payment Number	Payment Date	Payment Amount
Check		01/09/2026	1,650.00

Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount
29912573	Managed Detection and Response Services - Jan 2026	12/16/2025	12/16/2025	0.00	1,650.00

Vendor Number	Vendor Name	Total Vendor Amount
2002	City Of Claremore	12,352.82

Payment Type	Payment Number	Payment Date	Payment Amount
Check		01/09/2026	491.45

Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount
153650 06 11-18/12-18	Utilities - Patti Page Storage - Nov/Dec 2025	01/05/2026	01/05/2026	0.00	491.45

Payment Type	Payment Number	Payment Date	Payment Amount
Check		01/09/2026	241.48

Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount
214800 01 11-18/12-18	Utilities - 417 W 1st - Nov/Dec 2025	01/05/2026	01/05/2026	0.00	241.48

Payment Type	Payment Number	Payment Date	Payment Amount
Check		01/09/2026	2,381.43

Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount
761595 02 11-18/12-18	Utilities - 2020 Holly Rd - Nov/Dec 2025	01/05/2026	01/05/2026	0.00	2,381.43

Payment Type	Payment Number	Payment Date	Payment Amount
Check		01/09/2026	9,238.46

Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount
Rogers Co 11/18-12/18	Utility Service Nov/Dec 2025	01/09/2026	01/09/2026	0.00	9,238.46

Vendor Number	Vendor Name	Total Vendor Amount
2134	Comdata MasterCard	313.05

Payment Type	Payment Number	Payment Date	Payment Amount
Check		01/09/2026	313.05

Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount
20441131	EM MONTHLY FUEL DECEMBER 2025	01/05/2026	01/05/2026	0.00	313.05

Vendor Number	Vendor Name	Total Vendor Amount
2257	County Clerks & Deputies Association Of Oklahoma	350.00

Payment Type	Payment Number	Payment Date	Payment Amount
Check		01/09/2026	350.00

Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount
ROGERS CO 2026	County Clerks & Deputies FY2026 Membership Dues	01/05/2026	01/05/2026	0.00	350.00

Vendor Number	Vendor Name	Total Vendor Amount
2273	Cox Business	5,442.38

Payment Type	Payment Number	Payment Date	Payment Amount
Check		01/09/2026	113.95

Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount
0016311073022702/12-21/	Internet Services - January 2026	01/05/2026	01/05/2026	0.00	113.95

Payment Type	Payment Number	Payment Date	Payment Amount
Check		01/09/2026	5,328.43

Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount
0016311075740501/12-28/(	Internet/Phone Courthouse Dec 25/Jan 26 075740501	01/05/2026	01/05/2026	0.00	5,328.43

Vendor Number	Vendor Name	Total Vendor Amount
2282	Craig County Detention Center/ ROCMND Area Youth S	840.00

Payment Type	Payment Number	Payment Date	Payment Amount
Check		01/09/2026	840.00

Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount
Dec 2025	Juvenile Detention Claims Dec 2025	01/07/2026	01/07/2026	0.00	840.00

Vendor Number	Vendor Name	Total Vendor Amount
2288	Crandall Professional Services LLC	100.00

Payment Type	Payment Number	Payment Date	Payment Amount
Check		01/09/2026	100.00

Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount
DEC 2025.	Crandall Meetings and reviews	01/05/2026	01/05/2026	0.00	100.00

Vendor Number	Vendor Name	Total Vendor Amount
2795	Davison Fuels & Oil LLC	350.90

Payment Type	Payment Number	Payment Date	Payment Amount
Check		01/09/2026	350.90

Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount
CP-163772	December fuel (2)	12/16/2025	12/16/2025	0.00	350.90

Vendor Number	Vendor Name	Total Vendor Amount
2558	DotCom Leasing LLC	122.55

Payment Type	Payment Number	Payment Date	Payment Amount
Check		01/09/2026	122.55

Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount
DC032081	Monthly Copier Service - Jan 2026	12/16/2025	12/16/2025	0.00	122.55

Vendor Number	Vendor Name	Total Vendor Amount
2880	Froman Oil Co Inc	296.24

Payment Type	Payment Number	Payment Date	Payment Amount
Check		01/09/2026	48.00

Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount
276448	FUEL FOR MAINTENANCE VEHICLES DEC 2025	12/30/2025	12/30/2025	0.00	48.00

Payment Type	Payment Number	Payment Date	Payment Amount
Check		01/09/2026	248.24

Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount
3002418/DECEMBER 2025	DECEMBER 2025 FUEL	12/03/2025	12/03/2025	0.00	248.24

Vendor Number	Vendor Name	Total Vendor Amount
3005	Grainger	490.52

Payment Type	Payment Number	Payment Date	Payment Amount
Check		01/09/2026	490.52

Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount
9747358274	PARTS AND SUPPLIES AS NEEDED FOR DEC 2025	12/17/2025	12/17/2025	0.00	490.52

Vendor Number	Vendor Name	Total Vendor Amount
3546	Interstate All Battery Center Owasso	354.56

Payment Type	Payment Number	Payment Date	Payment Amount
Check		01/09/2026	354.56

Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount
1914701035450	BATTERIES AND SUPPLIES FOR DEC 2025	12/05/2025	12/05/2025	0.00	354.56

Vendor Number	Vendor Name	Total Vendor Amount
3572	J&T Service Company/Jason Birdsong	1,090.00

Payment Type	Payment Number	Payment Date	Payment Amount
Check		01/09/2026	1,090.00

Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount
252610	SHERIFF OFC PUMP OUT & JET SEWER LINE	01/05/2026	01/05/2026	0.00	1,090.00

Vendor Number	Vendor Name	Total Vendor Amount
8412	James Farris Associates, LTD/James W. Farris	2,289.21

Payment Type	Payment Number	Payment Date	Payment Amount
Check		01/09/2026	2,289.21

Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount
2865	Human Resources Consulting - Dec 2025	01/05/2026	01/05/2026	0.00	2,289.21

Vendor Number	Vendor Name	Total Vendor Amount
8230	JD Oasis LLC/Dustin Warren	68,483.00

Payment Type	Payment Number	Payment Date	Payment Amount
Check		01/09/2026	68,483.00

Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount
66011	DECEMBER 2025 VISUAL INSPECTION	01/06/2026	01/06/2026	0.00	68,483.00

Vendor Number	Vendor Name	Total Vendor Amount
3904	Lakeland Office Systems LLC/Lakeland Holdings LLC	145.33

Payment Type	Payment Number	Payment Date	Payment Amount
Check		01/09/2026	54.24

Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount
IN696805	EM MONTHLY SERVICE DECEMBER 2025	01/07/2026	01/07/2026	0.00	54.24

Payment Type	Payment Number	Payment Date	Payment Amount
Check		01/09/2026	91.09

Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount
IN696806	January 2026 Copies & Service Agreement #RC04	01/06/2026	01/06/2026	0.00	91.09

Vendor Number	Vendor Name	Total Vendor Amount
4823	Oklahoma Turnpike Authority	10.80

Payment Type	Payment Number	Payment Date	Payment Amount
Check		01/09/2026	10.80

Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount
20251296282	DECEMBER 2025 TURNPIKE TRAVEL	01/05/2026	01/05/2026	0.00	10.80

Vendor Number	Vendor Name	Total Vendor Amount
4887	OUBCC/Oklahoma Uniform Building Code Commission	296.00

Payment Type	Payment Number	Payment Date	Payment Amount
Check		01/09/2026	296.00

Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount
DEC 2025	December permit fees	01/05/2026	01/05/2026	0.00	296.00

Vendor Number	Vendor Name	Total Vendor Amount
5055	Pitney Bowes Inc	204.60

Payment Type	Payment Number	Payment Date	Payment Amount
Check		01/09/2026	204.60

Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount
3321662514	Quarterly Lease of Postage machine	01/06/2026	01/06/2026	0.00	204.60

Vendor Number	Vendor Name					Total Vendor Amount
5187	Quill LLC/Staples, Inc.					380.94
Payment Type	**Payment Number**				**Payment Date**	**Payment Amount**
Check					01/09/2026	380.94
Payable Number	**Description**	**Payable Date**	**Due Date**	**Discount Amount**	**Payable Amount**	
47062335 / 47073785	OFFICE SUPPLIES	12/19/2025	12/19/2025	0.00	380.94	

Vendor Number	Vendor Name					Total Vendor Amount
5810	Spectrum Paint Company					125.78
Payment Type	**Payment Number**				**Payment Date**	**Payment Amount**
Check					01/09/2026	125.78
Payable Number	**Description**	**Payable Date**	**Due Date**	**Discount Amount**	**Payable Amount**	
037031611 / 037031671	PAINT & SUPPLIES FOR MAINTENANCE DEPT DEC 2025	12/17/2025	12/17/2025	0.00	125.78	

Vendor Number	Vendor Name					Total Vendor Amount
5918	Stillwater Milling Company					66.91
Payment Type	**Payment Number**				**Payment Date**	**Payment Amount**
Check					01/09/2026	66.91
Payable Number	**Description**	**Payable Date**	**Due Date**	**Discount Amount**	**Payable Amount**	
705903/705928	Supplies as needed FOR DEC 2025	12/03/2025	12/03/2025	0.00	66.91	

Vendor Number	Vendor Name					Total Vendor Amount
6236	TulsaConnect/MBO Data, LLC					1,761.43
Payment Type	**Payment Number**				**Payment Date**	**Payment Amount**
Check					01/09/2026	1,761.43
Payable Number	**Description**	**Payable Date**	**Due Date**	**Discount Amount**	**Payable Amount**	
406628	software	01/06/2026	01/06/2026	0.00	1,761.43	

Vendor Number	Vendor Name					Total Vendor Amount
6320	USPS - Claremore					25.00
Payment Type	**Payment Number**				**Payment Date**	**Payment Amount**
Check					01/09/2026	25.00
Payable Number	**Description**	**Payable Date**	**Due Date**	**Discount Amount**	**Payable Amount**	
REKEY TREASURERS OFFICE	Rekey mailbox - Treasurer's Office	12/31/2025	12/31/2025	0.00	25.00	

Vendor Number	Vendor Name					Total Vendor Amount
6557	Westlake Ace Hardware INC #73					49.67
Payment Type	**Payment Number**				**Payment Date**	**Payment Amount**
Check					01/09/2026	49.67
Payable Number	**Description**	**Payable Date**	**Due Date**	**Discount Amount**	**Payable Amount**	
7354237/7354255/736280	HARDWARE & SUPPLIES MAINT. DEPT DEC 2025	12/11/2025	12/11/2025	0.00	49.67	

Bank: 1102 - 1102

Vendor Number	Vendor Name					Total Vendor Amount
1782	(EMP) Burrows, Ron					977.29
Payment Type	**Payment Number**				**Payment Date**	**Payment Amount**
Check					01/09/2026	550.00
Payable Number	**Description**	**Payable Date**	**Due Date**	**Discount Amount**	**Payable Amount**	
202544743	REIMBURSEMENT FOR COMMISSIONER BURROWS	01/08/2026	01/08/2026	0.00	550.00	
Check					01/09/2026	427.29
Payable Number	**Description**	**Payable Date**	**Due Date**	**Discount Amount**	**Payable Amount**	
Feb Travel	REIMBURSEMENT FOR COMMISSIONER BURROWS	01/08/2026	01/08/2026	0.00	427.29	

Vendor Number	Vendor Name					Total Vendor Amount
4067	(HLD) Lowes Home Center					312.14
Payment Type	**Payment Number**				**Payment Date**	**Payment Amount**
Check					01/09/2026	187.46
Payable Number	**Description**	**Payable Date**	**Due Date**	**Discount Amount**	**Payable Amount**	
78447/46100/97065	VARIOUS PARTS, SUPPLIES & TOOLS	12/10/2025	12/10/2025	0.00	187.46	

Check 01/09/2026 124.68

Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount
79393	Blanket for tools, parts, supplies, &/or repairs.	12/11/2025	12/11/2025	0.00	124.68

Vendor Number 7880 **Vendor Name** (HLD) NAPA Auto Parts/Genuine Parts Company **Total Vendor Amount** 134.96

Payment Type Check **Payment Number** **Payment Date** 01/09/2026 **Payment Amount** 134.96

Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount
592761	Tools, Parts and Supplies	12/17/2025	12/17/2025	0.00	134.96

Vendor Number 1176 **Vendor Name** American Checked Inc **Total Vendor Amount** 40.91

Payment Type Check **Payment Number** **Payment Date** 01/09/2026 **Payment Amount** 40.91

Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount
9225-20251231	BACKGROUND CHECK FOR JORDIN FORTIN	12/10/2025	12/10/2025	0.00	40.91

Vendor Number 7795 **Vendor Name** AutoZone Parts, INC **Total Vendor Amount** 456.47

Payment Type Check **Payment Number** **Payment Date** 01/09/2026 **Payment Amount** 456.47

Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount
531987706	Blanket - Tools, parts, supplies &/or repairs	12/09/2025	12/09/2025	0.00	456.47

Vendor Number 8376 **Vendor Name** Big Brand Tire and Service/MAJCO LLC **Total Vendor Amount** 1,281.84

Payment Type Check **Payment Number** **Payment Date** 01/09/2026 **Payment Amount** 1,281.84

Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount
4204-8050831	Tires and Supplies for Vehicles/Equipment	12/29/2025	12/29/2025	0.00	1,281.84

Vendor Number 1599 **Vendor Name** Blue Sky Supply, Inc **Total Vendor Amount** 90.00

Payment Type Check **Payment Number** **Payment Date** 01/09/2026 **Payment Amount** 90.00

Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount
405521	MONTHLY WATER COOLER RENTAL	12/31/2026	12/31/2026	0.00	90.00

Vendor Number 1741 **Vendor Name** Bruckner Truck & Equipment **Total Vendor Amount** 255.15

Payment Type Check **Payment Number** **Payment Date** 01/09/2026 **Payment Amount** 255.15

Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount
XA113099384-01	PARTS TO REPAIR TRUCK # 81 D3 # 302-0361	11/25/2025	11/25/2025	0.00	255.15

Vendor Number 1992 **Vendor Name** Cintas **Total Vendor Amount** 333.09

Payment Type Check **Payment Number** **Payment Date** 01/09/2026 **Payment Amount** 108.09

Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount
5309112401	Blanket - Misc. First Aid Supplies	12/22/2025	12/22/2025	0.00	108.09

Check 01/09/2026 112.50

Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount
9353446982	AED Lease	01/05/2026	01/05/2026	0.00	112.50

Check 01/09/2026 112.50

Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount
9353448244	MONTHLY SERVICE ON AED MACHINE	01/02/2026	01/02/2026	0.00	112.50

Vendor Number	Vendor Name	Total Vendor Amount
1993	Cintas Corporation 063	1,626.36

Payment Type	Payment Number	Payment Date	Payment Amount
Check		01/09/2026	1,513.86

Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount
10540443/DECEMBER 2025	RENTAL COST FOR EMPLOYEE UNIFORMS	12/04/2025	12/04/2025	0.00	1,513.86

Payment Type	Payment Number	Payment Date	Payment Amount
Check		01/09/2026	112.50

Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount
9353445620	AED - Rental	12/31/2025	12/31/2025	0.00	112.50

Vendor Number	Vendor Name	Total Vendor Amount
2002	City Of Claremore	201.83

Payment Type	Payment Number	Payment Date	Payment Amount
Check		01/09/2026	60.52

Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount
3080	Flashing Lights @ Sequoyah School	01/08/2026	01/08/2026	0.00	60.52

Payment Type	Payment Number	Payment Date	Payment Amount
Check		01/09/2026	141.31

Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount
31275202 11-18/12-18	Utilities at Claremore Warehouse	12/18/2025	12/18/2025	0.00	141.31

Vendor Number	Vendor Name	Total Vendor Amount
2273	Cox Business	467.40

Payment Type	Payment Number	Payment Date	Payment Amount
Check		01/09/2026	467.40

Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount
0016311072382101/12-23/(	MONTHLY PHONE BILL & INTERNET	01/06/2026	01/06/2026	0.00	467.40

Vendor Number	Vendor Name	Total Vendor Amount
2453	Dell Marketing LP	1,751.48

Payment Type	Payment Number	Payment Date	Payment Amount
Check		01/09/2026	1,751.48

Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount
10853943421	New Laptop	12/18/2025	12/18/2025	0.00	1,751.48

Vendor Number	Vendor Name	Total Vendor Amount
2494	Diamond P Lawn & Garden	163.98

Payment Type	Payment Number	Payment Date	Payment Amount
Check		01/09/2026	163.98

Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount
7918	PARTS FOR STIHL CHAINSAWS	12/03/2025	12/03/2025	0.00	163.98

Vendor Number	Vendor Name	Total Vendor Amount
2534	Dollar General Store-Regions 410526	13.00

Payment Type	Payment Number	Payment Date	Payment Amount
Check		01/09/2026	13.00

Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount
1001414264	Blanket - Miscellaneous Office Supplies	12/17/2025	12/17/2025	0.00	13.00

Vendor Number	Vendor Name	Total Vendor Amount
2768	Fastenal Company	619.91

Payment Type	Payment Number	Payment Date	Payment Amount
Check		01/09/2026	490.31

Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount
OKCAT171118	Blanket - Supplies for Fastenal Vending Machine	12/02/2025	12/02/2025	0.00	490.31

Payment Type	Payment Number	Payment Date	Payment Amount
Check		01/09/2026	129.60

Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount
OKCAT171413	Safety, First Aide, Tools and Shop Supplies	01/02/2026	01/02/2026	0.00	129.60

Vendor Number	Vendor Name	Total Vendor Amount
7466	Inola Water Department/Town of Inola	36.83

Payment Type	Payment Number	Payment Date	Payment Amount
Check		01/09/2026	36.83

Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount
11/28 - 12/18	MONTHLY WATER/SEWER BILL: ACCOUNT# 44800	01/08/2026	01/08/2026	0.00	36.83

Vendor Number	Vendor Name	Total Vendor Amount
3904	Lakeland Office Systems LLC/Lakeland Holdings LLC	120.06

Payment Type	Payment Number	Payment Date	Payment Amount
Check		01/09/2026	120.06

Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount
IN697081	Monthly Copier Services Equip #41158 & #34882	01/06/2026	01/06/2026	0.00	120.06

Vendor Number	Vendor Name	Total Vendor Amount
4023	Locke Supply	145.05

Payment Type	Payment Number	Payment Date	Payment Amount
Check		01/09/2026	145.05

Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount
57179666-00 / 57266567-0(	Blanket for tools, parts, supplies, &/or repairs.	12/15/2025	12/15/2025	0.00	145.05

Vendor Number	Vendor Name	Total Vendor Amount
4484	Muskogee Communications Inc.	250.00

Payment Type	Payment Number	Payment Date	Payment Amount
Check		01/09/2026	250.00

Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount
7436	Communications Tower Lease Payment	01/05/2026	01/05/2026	0.00	250.00

Vendor Number	Vendor Name	Total Vendor Amount
7814	Nobel Systems, INC	280.35

Payment Type	Payment Number	Payment Date	Payment Amount
Check		01/09/2026	280.35

Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount
REC105608	Utilities, Phone 2/01/26 - 2/28/26 (Jan. due)	01/05/2026	01/05/2026	0.00	280.35

Vendor Number	Vendor Name	Total Vendor Amount
4780	Oklahoma Natural Gas/ONE Gas, Inc.	552.44

Payment Type	Payment Number	Payment Date	Payment Amount
Check		01/09/2026	184.72

Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount
11/24 - 12/29	NATURAL GAS BILL #210135599112830791	01/08/2026	01/08/2026	0.00	184.72

Payment Type	Payment Number	Payment Date	Payment Amount
Check		01/09/2026	367.72

Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount
11/24 / 12/29	#210135599181821100 NATURAL GAS BILL	01/08/2026	01/08/2026	0.00	367.72

Vendor Number	Vendor Name	Total Vendor Amount
4823	Oklahoma Turnpike Authority	41.38

Payment Type	Payment Number	Payment Date	Payment Amount
Check		01/09/2026	20.18

Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount
20251296413	Monthly Turnpike Tolls (Account #656342)	01/01/2026	01/01/2026	0.00	20.18

Payment Type	Payment Number	Payment Date	Payment Amount
Check		01/09/2026	21.20

Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount
20251296440	MONTHLY PIKEPASS FEE	01/01/2026	01/01/2026	0.00	21.20

Vendor Number	Vendor Name	Total Vendor Amount
4901	Ox Bodies Inc	3,476.23

Payment Type	Payment Number	Payment Date	Payment Amount
Check		01/09/2026	3,476.23

Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount
FA00135587	TAILGATE HINGE, TAILGATE ASSEMBLY, HINGE PIN, ETC.	01/05/2026	01/05/2026	0.00	3,476.23

Vendor Number	Vendor Name	Total Vendor Amount
4908	P & K Equipment	2,320.93

Payment Type	Payment Number	Payment Date	Payment Amount
Check		01/09/2026	2,320.93

Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount
6170354	Tools, Parts, Supplies and Repairs	12/01/2025	12/01/2025	0.00	2,320.93

Vendor Number	Vendor Name	Total Vendor Amount
5164	Public Service Of Oklahoma	655.62

Payment Type	Payment Number	Payment Date	Payment Amount
Check		01/09/2026	655.62

Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount
1121 - 12223	Utilities: Electric County Warehouse	12/23/2025	12/23/2025	0.00	655.62

Vendor Number	Vendor Name	Total Vendor Amount
5187	Quill LLC/Staples, Inc.	322.89

Payment Type	Payment Number	Payment Date	Payment Amount
Check		01/09/2026	322.89

Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount
46844967	Blanket - Miscellaneous Office Supplies	12/04/2025	12/04/2025	0.00	322.89

Vendor Number	Vendor Name	Total Vendor Amount
5198	R.W.D. #4 - Rogers County	60.93

Payment Type	Payment Number	Payment Date	Payment Amount
Check		01/09/2026	60.93

Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount
49 + 2934 / 11-17 / 12-15	Utilities, Water	01/07/2026	01/07/2026	0.00	60.93

Vendor Number	Vendor Name	Total Vendor Amount
5199	R.W.D. #5	71.00

Payment Type	Payment Number	Payment Date	Payment Amount
Check		01/09/2026	28.00

Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount
11/17 - 12/14 1942	ACCT # 1942 MONTHLY WATER BILL	01/06/2026	01/06/2026	0.00	28.00

Payment Type	Payment Number	Payment Date	Payment Amount
Check		01/09/2026	43.00

Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount
1909 11/17 - 12/17	ACCT#1909 MONTHLY WATER BILL FOR DISTRICT # 3	01/07/2026	01/07/2026	0.00	43.00

Vendor Number	Vendor Name	Total Vendor Amount
5338	Risley Trash Service/Risley & Son Inc.	150.00

Payment Type	Payment Number	Payment Date	Payment Amount
Check		01/09/2026	150.00

Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount
DIST 2	Monthly Trash Service for D2 Warehouse	01/05/2026	01/05/2026	0.00	150.00

Vendor Number	Vendor Name	Total Vendor Amount
5435	Rogers County Industrial Development Authority	10,690.00

Payment Type	Payment Number	Payment Date	Payment Amount
Check		01/09/2026	690.00

Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount
134	LEASE AGREEMENT ACCESS RD. PHASE I	01/07/2026	01/07/2026	0.00	690.00

Check 01/09/2026 10,000.00

Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount
08-KING-RD	LEASE AGREEMENT KING RD. ACCESS PROJECT	01/07/2026	01/07/2026	0.00	10,000.00

Vendor Number 5872 **Vendor Name** Starlite Trailers **Total Vendor Amount** 72.00

Check 01/09/2026 72.00

Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount
111739	Blanket for tools, parts, supplies &/or repairs.	12/15/2025	12/15/2025	0.00	72.00

Vendor Number 7366 **Vendor Name** Summit Fire & Security, LLC **Total Vendor Amount** 1,421.75

Check 01/09/2026 1,421.75

Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount
3666068/3764604/4103949	Yearly Inspection & Recharging Fire Extinguishers	11/19/2025	11/19/2025	0.00	1,421.75

Vendor Number 5996 **Vendor Name** T & W Tire Company Inc **Total Vendor Amount** 3,260.00

Check 01/09/2026 3,260.00

Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount
1080109988	Tires, Supplies and Alignments for Equipment	01/05/2026	01/05/2026	0.00	3,260.00

Vendor Number 7009 **Vendor Name** Tomo Drug Testing/Employee Screening Services of Mi **Total Vendor Amount** 115.00

Check 01/09/2026 115.00

Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount
INV159441	Random Drug and Alcohol Testing	01/05/2026	01/05/2026	0.00	115.00

Vendor Number 6197 **Vendor Name** Tri-Star Roll-Offs / Tri Star Refuse Inc **Total Vendor Amount** 13,502.00

Check 01/09/2026 1,256.00

Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount
66823/66829/66856	30-Yard Dumpsters (Bid #2026-17: 30-YD Dumpsters)	12/29/2025	12/29/2025	0.00	1,256.00

Check 01/09/2026 8,478.00

Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount
DECEMBER 2025/ DISTRICT	PULL/RESET 30 YARD DUMPSTERS	12/01/2025	12/01/2025	0.00	8,478.00

Check 01/09/2026 3,768.00

Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount
RCD#2	Roll Off Dumpsters 30 Yard Bid #2026-17	12/01/2025	12/01/2025	0.00	3,768.00

Vendor Number 6282 **Vendor Name** U. S. Cellular **Total Vendor Amount** 130.15

Check 01/09/2026 130.15

Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount
777857392	Cell Phone Service-Account #500102495	12/22/2025	12/22/2025	0.00	130.15

Vendor Number 7911 **Vendor Name** UniFirst Corporation **Total Vendor Amount** 1,225.93

Check 01/09/2026 1,225.93

Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount
2760312224	Uniforms and Supplies	12/04/2025	12/04/2025	0.00	1,225.93

Vendor Number	Vendor Name	Total Vendor Amount
6456	Walkers Hardware And Lumber	148.95

Payment Type	Payment Number	Payment Date	Payment Amount
Check		01/09/2026	148.95

Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount
2512-037414 + 037612	Blanket for tools, parts, supplies &/or repairs	12/11/2025	12/11/2025	0.00	148.95

Vendor Number	Vendor Name	Total Vendor Amount
6481	Warren Cat/Warren Power & Machinery, Inc.	1,668.06

Payment Type	Payment Number	Payment Date	Payment Amount
Check		01/09/2026	1,668.06

Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount
PS100989288	CAT DRUM ROLLER D3 # 320-0310	12/18/2025	12/18/2025	0.00	1,668.06

Vendor Number	Vendor Name	Total Vendor Amount
8620	West Termite and Pest Management, INC	85.00

Payment Type	Payment Number	Payment Date	Payment Amount
Check		01/09/2026	85.00

Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount
3509014	Pest Control Service @ Warehouse	12/30/2025	12/30/2025	0.00	85.00

Vendor Number	Vendor Name	Total Vendor Amount
6557	Westlake Ace Hardware INC #73	193.37

Payment Type	Payment Number	Payment Date	Payment Amount
Check		01/09/2026	193.37

Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount
7354203-7354232/7354274	Blanket for tools, parts, supplies, &/or repairs.	12/01/2025	12/01/2025	0.00	193.37

Vendor Number	Vendor Name	Total Vendor Amount
6563	White Star Machinery & Supply	412.20

Payment Type	Payment Number	Payment Date	Payment Amount
Check		01/09/2026	412.20

Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount
7366283	Excavator Blade - Cutting Edge	12/30/2025	12/30/2025	0.00	412.20

Bank: 1209 - 1209

Vendor Number	Vendor Name	Total Vendor Amount
7540	Kofile Technologies	14,478.00

Payment Type	Payment Number	Payment Date	Payment Amount
Check		01/09/2026	14,478.00

Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount
INV-KT-023283	Plat Cabinets	01/07/2026	01/07/2026	0.00	14,478.00

Vendor Number	Vendor Name	Total Vendor Amount
3904	Lakeland Office Systems LLC/Lakeland Holdings LLC	65.00

Payment Type	Payment Number	Payment Date	Payment Amount
Check		01/09/2026	65.00

Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount
IN696807	January 2026 Service Agreement for Plotter #RC04	01/06/2026	01/06/2026	0.00	65.00

Bank: 1210 - 1210

Vendor Number	Vendor Name	Total Vendor Amount
2002	City Of Claremore	10,409.06

Payment Type	Payment Number	Payment Date	Payment Amount
Check		01/09/2026	3,472.16

Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount
76440500 / 11-18/12-18	CITY OF CLAREMORE/ DEC	01/06/2026	01/06/2026	0.00	3,472.16

Check 01/09/2026 3,238.90

Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount
86-0245-00 / 11-18/12-18	CITY OF CLAREMORE LOW/ DEC	01/06/2026	01/06/2026	0.00	3,238.90

Check 01/09/2026 3,698.00

Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount
86025000 / 11-18/12-18	CITY OF CLAREMORE HIGH/ DEC	01/06/2026	01/06/2026	0.00	3,698.00

Vendor Number 7948 **Vendor Name** GarageExperts of Tulsa/DEBCO Enterprises LLC **Total Vendor Amount** 6,000.00

Payment Type Check **Payment Number** **Payment Date** 01/09/2026 **Payment Amount** 6,000.00

Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount
I508197	Garage experts/ shower remodel	12/29/2025	12/29/2025	0.00	6,000.00

Vendor Number 3044 **Vendor Name** Green Country Vendors Inc **Total Vendor Amount** 20.00

Payment Type Check **Payment Number** **Payment Date** 01/09/2026 **Payment Amount** 20.00

Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount
9846	GREEN COUNTRY VENDORS/ MICROWAVE LEASE	01/06/2026	01/06/2026	0.00	20.00

Vendor Number 7818 **Vendor Name** Network Enhancement Systems, Inc. **Total Vendor Amount** 352.87

Payment Type Check **Payment Number** **Payment Date** 01/09/2026 **Payment Amount** 352.87

Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount
28970	NETWORK ENHANCEMENT SYSTEM/ DEC	01/06/2026	01/06/2026	0.00	352.87

Vendor Number 4785 **Vendor Name** Oklahoma Police Supply **Total Vendor Amount** 105.98

Payment Type Check **Payment Number** **Payment Date** 01/09/2026 **Payment Amount** 105.98

Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount
2144	oklahoma police supply/ Scroggins	01/06/2026	01/06/2026	0.00	105.98

Vendor Number 6492 **Vendor Name** WM Corporate Services, Inc/Waste Management Of Ok **Total Vendor Amount** 1,555.92

Payment Type Check **Payment Number** **Payment Date** 01/09/2026 **Payment Amount** 1,555.92

Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount
2425831-1006-7	WASTE MANAGMENT/ DUMPSTER	01/06/2026	01/06/2026	0.00	1,555.92

Bank: 1212 - 1212

Vendor Number 8071 **Vendor Name** Argus Rising First Responder Drone Training/Joseph A. **Total Vendor Amount** 2,997.00

Payment Type Check **Payment Number** **Payment Date** 01/09/2026 **Payment Amount** 2,997.00

Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount
1/19-1/22/26	4 DAY DRONE PILOT LIC. PREP & TEST	01/09/2026	01/09/2026	0.00	2,997.00

Bank: 1216 - 1216

Vendor Number 2721 **Vendor Name** (EMP) Etheridge, Amanda **Total Vendor Amount** 381.32

Payment Type Check **Payment Number** **Payment Date** 01/09/2026 **Payment Amount** 381.32

Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount
DECEMBER 2025	travel reimbursement for Amanda Etheridge	01/05/2026	01/05/2026	0.00	381.32

Vendor Number	Vendor Name					Total Vendor Amount
6938	Health Department Amazon					40.99
Payment Type	**Payment Number**				**Payment Date**	**Payment Amount**
Check					01/09/2026	40.99
Payable Number	**Description**	**Payable Date**	**Due Date**	**Discount Amount**	**Payable Amount**	
1L3N-69NF-1H44	Squirrel cages to relocate from Annex bldg	01/02/2026	01/02/2026	0.00	40.99	

Vendor Number	Vendor Name					Total Vendor Amount
8012	ImageFIRST/ ImageFIRST of Dallas, LLC					269.02
Payment Type	**Payment Number**				**Payment Date**	**Payment Amount**
Check					01/09/2026	269.02
Payable Number	**Description**	**Payable Date**	**Due Date**	**Discount Amount**	**Payable Amount**	
267510563/267604865	Rugs and Towels	11/25/2025	11/25/2025	0.00	269.02	

Vendor Number	Vendor Name					Total Vendor Amount
8656	Terminix Commercial/Rentokil North American Inc					600.00
Payment Type	**Payment Number**				**Payment Date**	**Payment Amount**
Check					01/09/2026	600.00
Payable Number	**Description**	**Payable Date**	**Due Date**	**Discount Amount**	**Payable Amount**	
466171630	Termite Control	01/05/2026	01/05/2026	0.00	600.00	

Bank: 1219 - 1219

Vendor Number	Vendor Name					Total Vendor Amount
2288	Crandall Professional Services LLC					240.00
Payment Type	**Payment Number**				**Payment Date**	**Payment Amount**
Check					01/09/2026	240.00
Payable Number	**Description**	**Payable Date**	**Due Date**	**Discount Amount**	**Payable Amount**	
DEC 2025	Crandall Fire permits and inspections	01/05/2026	01/05/2026	0.00	240.00	

Bank: 1223 - 1223

Vendor Number	Vendor Name					Total Vendor Amount
8401	Keefe Group, LLC					25.00
Payment Type	**Payment Number**				**Payment Date**	**Payment Amount**
Check					01/09/2026	25.00
Payable Number	**Description**	**Payable Date**	**Due Date**	**Discount Amount**	**Payable Amount**	
2018156	KEEFE GROUP/ COMMISSARY PENCILS	01/02/2026	01/02/2026	0.00	25.00	

Vendor Number	Vendor Name					Total Vendor Amount
6295	ULine, Inc					965.33
Payment Type	**Payment Number**				**Payment Date**	**Payment Amount**
Check					01/09/2026	965.33
Payable Number	**Description**	**Payable Date**	**Due Date**	**Discount Amount**	**Payable Amount**	
202286132	ULINE/ SHELVING	01/05/2026	01/05/2026	0.00	965.33	

Bank: 1226 - 1226

Vendor Number	Vendor Name					Total Vendor Amount
7970	CISO Global, Inc.					945.00
Payment Type	**Payment Number**				**Payment Date**	**Payment Amount**
Check					01/09/2026	945.00
Payable Number	**Description**	**Payable Date**	**Due Date**	**Discount Amount**	**Payable Amount**	
29912574	MANAGED DETECTION /ACCT ROGERS CO SHERIFF/	01/06/2026	01/06/2026	0.00	945.00	

Vendor Number	Vendor Name					Total Vendor Amount
6964	Northeast Technology Center					55.00
Payment Type	**Payment Number**				**Payment Date**	**Payment Amount**
Check					01/09/2026	55.00
Payable Number	**Description**	**Payable Date**	**Due Date**	**Discount Amount**	**Payable Amount**	
P1125A	POSSE TEST WALKER	01/06/2026	01/06/2026	0.00	55.00	

Vendor Number	Vendor Name	Total Vendor Amount
4754	Oklahoma Dept Of Public Safety	920.00

Payment Type	Payment Number	Payment Date	Payment Amount
Check		01/09/2026	460.00

Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount
LET-020146	OLETS LIGHT ACCESS	01/06/2026	01/06/2026	0.00	460.00

Payment Type	Payment Number	Payment Date	Payment Amount
Check		01/09/2026	460.00

Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount
LET-021355	OLETS LIGHT ACCESS	01/06/2026	01/06/2026	0.00	460.00

Vendor Number	Vendor Name	Total Vendor Amount
5140	Prodigy Solutions	7,743.96

Payment Type	Payment Number	Payment Date	Payment Amount
Check		01/09/2026	7,743.96

Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount
75840	PRODIGY PHONE/ DEC	01/06/2026	01/06/2026	0.00	7,743.96

Vendor Number	Vendor Name	Total Vendor Amount
7011	Rescue Essentials/Tri-Tech Forensics, Inc	5,381.46

Payment Type	Payment Number	Payment Date	Payment Amount
Check		01/09/2026	5,381.46

Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount
01247910	LE Medical Equipment and Training Supplies	01/06/2026	01/06/2026	0.00	5,381.46

Vendor Number	Vendor Name	Total Vendor Amount
8672	The Vermont Center for Responder Wellness and The I	1,300.00

Payment Type	Payment Number	Payment Date	Payment Amount
Check		01/09/2026	1,300.00

Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount
1823	NEW ORLEANS ASAP TRAINING	01/06/2026	01/06/2026	0.00	1,300.00

Bank: 1301 - 1301

Vendor Number	Vendor Name	Total Vendor Amount
5405	Rogers County Abstract	330,592.16

Payment Type	Payment Number	Payment Date	Payment Amount
Check		01/09/2026	330,592.16

Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount
2020 HOLLY RD PURCHASE	Purchase of Property - West of 2020 Holly Rd	01/08/2026	01/08/2026	0.00	330,592.16

Bank: 1313 - 1313

Vendor Number	Vendor Name	Total Vendor Amount
1205	Ameriflex Hose & Accessories LLC	184.40

Payment Type	Payment Number	Payment Date	Payment Amount
Check		01/09/2026	184.40

Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount
515282/515663	TRUCK & EQUIPMENT PARTS & SUPPLIES	12/29/2025	12/29/2025	0.00	184.40

Vendor Number	Vendor Name	Total Vendor Amount
1214	Anchor Stone Company	4,793.62

Payment Type	Payment Number	Payment Date	Payment Amount
Check		01/09/2026	4,793.62

Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount
253553909/209/409/509/8(	AGG BASE	12/29/2025	12/29/2025	0.00	4,793.62

Vendor Number	Vendor Name					Total Vendor Amount
1246	APAC-Central Inc					735.79
Payment Type	**Payment Number**				**Payment Date**	**Payment Amount**
Check					01/09/2026	735.79
Payable Number	**Description**	**Payable Date**	**Due Date**	**Discount Amount**	**Payable Amount**	
7002371325	1" Crusher Run Bid #2026-15 APAC Oologah	12/05/2025	12/05/2025	0.00	735.79	

Vendor Number	Vendor Name					Total Vendor Amount
7807	Bank of Grand Lake					3,782.40
Payment Type	**Payment Number**				**Payment Date**	**Payment Amount**
Check					01/09/2026	3,782.40
Payable Number	**Description**	**Payable Date**	**Due Date**	**Discount Amount**	**Payable Amount**	
JANUARY 2026	MONTHLY LEASE PAYMENT	01/02/2026	01/02/2026	0.00	3,782.40	

Vendor Number	Vendor Name					Total Vendor Amount
1741	Bruckner Truck & Equipment					6,169.34
Payment Type	**Payment Number**				**Payment Date**	**Payment Amount**
Check					01/09/2026	6,169.34
Payable Number	**Description**	**Payable Date**	**Due Date**	**Discount Amount**	**Payable Amount**	
RA143003424-01	TRUCK #79 D3 #302-0359 REPAIRS AT BRUCKNER'S	01/05/2026	01/05/2026	0.00	6,169.34	

Vendor Number	Vendor Name					Total Vendor Amount
2714	Ergon Asphalt & Emulsions, Inc.					3,296.40
Payment Type	**Payment Number**				**Payment Date**	**Payment Amount**
Check					01/09/2026	3,296.40
Payable Number	**Description**	**Payable Date**	**Due Date**	**Discount Amount**	**Payable Amount**	
9403618271/9403625028	SS-1 OIL	12/08/2025	12/08/2025	0.00	3,296.40	

Vendor Number	Vendor Name					Total Vendor Amount
7117	Express Services Inc					691.20
Payment Type	**Payment Number**				**Payment Date**	**Payment Amount**
Check					01/09/2026	691.20
Payable Number	**Description**	**Payable Date**	**Due Date**	**Discount Amount**	**Payable Amount**	
33363898	Employment Services for CDL DRIVER	01/07/2026	01/12/2026	0.00	691.20	

Vendor Number	Vendor Name					Total Vendor Amount
3116	Hamill Metals					418.50
Payment Type	**Payment Number**				**Payment Date**	**Payment Amount**
Check					01/09/2026	418.50
Payable Number	**Description**	**Payable Date**	**Due Date**	**Discount Amount**	**Payable Amount**	
132582	2-3/8 USED PIPE	12/31/2025	12/31/2025	0.00	418.50	

Vendor Number	Vendor Name					Total Vendor Amount
8670	Larry Joseph Kays & Rebecca Jean Kays					150,000.00
Payment Type	**Payment Number**				**Payment Date**	**Payment Amount**
Check					01/09/2026	150,000.00
Payable Number	**Description**	**Payable Date**	**Due Date**	**Discount Amount**	**Payable Amount**	
Easement	ROW ACQUISITION-SOUTHAVEN PHASE II, PARCEL18a&1	01/07/2026	01/07/2026	0.00	150,000.00	

Vendor Number	Vendor Name					Total Vendor Amount
7556	Muskogee Sand Company Inc.					1,441.68
Payment Type	**Payment Number**				**Payment Date**	**Payment Amount**
Check					01/09/2026	1,441.68
Payable Number	**Description**	**Payable Date**	**Due Date**	**Discount Amount**	**Payable Amount**	
233527	Road Sand - Fill to mix with salt to treat roads	12/29/2025	12/29/2025	0.00	1,441.68	

Vendor Number	Vendor Name	Total Vendor Amount
4755	Oklahoma Dept Of Transportation	2,843.23

Payment Type	Payment Number	Payment Date	Payment Amount
Check		01/09/2026	2,843.23

Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount
CLE-0000063473	Lease Payment 26 of 96 (CaterpillarAsphaltPaver)	01/05/2026	01/05/2026	0.00	2,843.23

Vendor Number	Vendor Name	Total Vendor Amount
5116	Premier Truck Group / Penske Commercial Vehicles US	35,637.08

Payment Type	Payment Number	Payment Date	Payment Amount
Check		01/09/2026	35,637.08

Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount
12588140	Estimate to repair Truck #76	01/05/2026	01/05/2026	0.00	35,637.08

Vendor Number	Vendor Name	Total Vendor Amount
5240	RCB Bank	5,414.98

Payment Type	Payment Number	Payment Date	Payment Amount
Check		01/09/2026	5,414.98

Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount
JANUARY 2026	MONTHLY LEASE PAYMENT	01/02/2026	01/02/2026	0.00	5,414.98

Vendor Number	Vendor Name	Total Vendor Amount
8019	Shuterra, LLC	42,187.03

Payment Type	Payment Number	Payment Date	Payment Amount
Check		01/09/2026	42,187.03

Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount
2581	RIGHT-OF-WAY VEGETATION MANAGEMENT MAINTENA	01/05/2026	01/05/2026	0.00	42,187.03

Vendor Number	Vendor Name	Total Vendor Amount
5756	SNB Bank	4,863.67

Payment Type	Payment Number	Payment Date	Payment Amount
Check		01/09/2026	4,863.67

Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount
JANUARY 2026	MONTHLY LEASE PAYMENTS	01/02/2026	01/02/2026	0.00	4,863.67

Vendor Number	Vendor Name	Total Vendor Amount
6481	Warren Cat/Warren Power & Machinery, Inc.	2,667.87

Payment Type	Payment Number	Payment Date	Payment Amount
Check		01/09/2026	2,667.87

Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount
WO100306783	ROTOCHOPPER D3 # 370-0301	12/23/2025	12/23/2025	0.00	2,667.87

Vendor Number	Vendor Name	Total Vendor Amount
6527	Welch State Bank	5,866.35

Payment Type	Payment Number	Payment Date	Payment Amount
Check		01/09/2026	5,866.35

Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount
JANUARY 2026	MONTHLY LEASE PAYMENT	01/02/2026	01/02/2026	0.00	5,866.35

Bank: 1566 - 1566

Vendor Number	Vendor Name	Total Vendor Amount
8322	Jones Commerical Hardware, Inc.	46,784.00

Payment Type	Payment Number	Payment Date	Payment Amount
Check		01/09/2026	46,784.00

Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount
705706	JONES COMMERCIAL/ K POD PROJECT	01/06/2026	01/06/2026	0.00	46,784.00

Vendor Number	Vendor Name	Total Vendor Amount
8248	Nabholz Construction Corporation	25,762.00

Payment Type	Payment Number	Payment Date	Payment Amount
Check		01/09/2026	25,762.00

Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount
22243669-1	NABHOLZ/ K POD PROJECT DOOR	12/31/2025	12/31/2025	0.00	25,762.00

Payment Summary

Bank Code	Type		Payable Count	Payment Count	Discount	Payment
0001	Check		42	42	0.00	564,575.73
		Packet Totals:	**42**	**42**	**0.00**	**564,575.73**

Bank Code	Type		Payable Count	Payment Count	Discount	Payment
1102	Check		56	56	0.00	50,133.93
		Packet Totals:	**56**	**56**	**0.00**	**50,133.93**

Bank Code	Type		Payable Count	Payment Count	Discount	Payment
1209	Check		2	2	0.00	14,543.00
		Packet Totals:	**2**	**2**	**0.00**	**14,543.00**

Bank Code	Type		Payable Count	Payment Count	Discount	Payment
1210	Check		8	8	0.00	18,443.83
		Packet Totals:	**8**	**8**	**0.00**	**18,443.83**

Bank Code	Type		Payable Count	Payment Count	Discount	Payment
1212	Check		1	1	0.00	2,997.00
		Packet Totals:	**1**	**1**	**0.00**	**2,997.00**

Bank Code	Type		Payable Count	Payment Count	Discount	Payment
1216	Check		4	4	0.00	1,291.33
		Packet Totals:	**4**	**4**	**0.00**	**1,291.33**

Bank Code	Type		Payable Count	Payment Count	Discount	Payment
1219	Check		1	1	0.00	240.00
		Packet Totals:	**1**	**1**	**0.00**	**240.00**

Bank Code	Type		Payable Count	Payment Count	Discount	Payment
1223	Check		2	2	0.00	990.33
		Packet Totals:	**2**	**2**	**0.00**	**990.33**

Bank Code	Type		Payable Count	Payment Count	Discount	Payment
1226	Check		7	7	0.00	16,345.42

		Packet Totals:	7	7	0.00	16,345.42

Bank Code	Type		Payable Count	Payment Count	Discount	Payment
1301	Check		1	1	0.00	330,592.16
		Packet Totals:	**1**	**1**	**0.00**	**330,592.16**

Bank Code	Type		Payable Count	Payment Count	Discount	Payment
1313	Check		17	17	0.00	270,993.54
		Packet Totals:	**17**	**17**	**0.00**	**270,993.54**

Bank Code	Type		Payable Count	Payment Count	Discount	Payment
1566	Check		2	2	0.00	72,546.00
		Packet Totals:	**2**	**2**	**0.00**	**72,546.00**

Cash Fund Summary

Fund	Name	Amount
0001	General	-564,575.73
1102	Highway	-50,133.93
1209	RM&P	-14,543.00
1210	Jail	-18,443.83
1212	Emergency Mgmt	-2,997.00
1216	Health	-1,291.33
1219	Planning/Zoning	-240.00
1223	SH Commissary	-990.33
1226	SH Svc Fee	-16,345.42
1301	Use-ST	-330,592.16
1313	Hwy-ST	-270,993.54
1566	American Rescue Plan Act of 2021	-72,546.00
	Packet Totals:	**-1,343,692.27**