

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

## Music Streaming Services Entitlement Addendum for EEA Apps

(to the Apple Developer Program License Agreement)

This Music Streaming Services Entitlement Addendum for EEA Apps (“**Addendum**”) is in addition to the terms of the Apple Developer Program License Agreement (“**Developer Agreement**”). To enter into this Addendum, You must be a member in good standing of the Apple Developer Program and You must have entered into the current terms of the Developer Agreement. Defined terms not defined herein shall have the same meaning as set forth in the Developer Agreement.

### 1. Definitions

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

“**Apple Materials**” means the Documentation, entitlement profile, and other materials provided by Apple to You, and which are incorporated by reference into the requirements of this Addendum.

“**Link Out**” or “**Linking Out**” means communicating and promoting offers in Your Music Streaming Services App (EEA) that is distributed through the App Store to end users regarding digital goods or services that are available for purchase in a distribution channel of Your choice. The distribution channel can be a website, Alternative App Marketplace (EU) (as defined in the Alternative Terms Addendum for Apps in the EU), or another app, whether operated by You or someone else, and it can be accessed outside Your Music Streaming Services App (EEA) or appear within Your Music Streaming Services App (EEA) as a web view. In addition, You may choose whether to take users to their destination using an “**Actionable Link**” (i.e., a link that can be tapped, clicked, or scanned).

“**Music Streaming Services App (EEA)**” means Your Application that has been granted an entitlement profile.

“**StoreKit External Purchase Link APIs**” means the restricted Application Programming Interfaces (“**APIs**”) contained in the Apple Software or provided as web APIs, which enable approved developers to carry out various functions related to using links from Your Application to Your website for purchases under this Addendum.

“**Transaction**” means the sale of digital goods or services (including one-time purchases and auto-renewing subscriptions) pursuant to Your Music Streaming Services App’s use of an Actionable Link under this Addendum.. This includes (a) any applicable taxes and (b) any adjustments for refunds, reversals and chargebacks. Transactions that occur pursuant to Your Music Streaming Services App’s use of Linking Out are only those sales described in **Section 5**.

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

### 2. Entitlement profile, Licenses and Restrictions

**2.1** You understand that You will need to request an entitlement profile on the Apple Developer Program web portal prior to use of Link Outs from Your Application. To obtain an entitlement profile, in addition to any requirements provided in the Apple Materials, Your Application must:

- Be available in the iOS or iPadOS App Store on a storefront in the European Economic Area (EEA);
- Have the primary purpose of offering music streaming services;
- Have Music as its primary app category;
- Not participate in the Apple Video Partner Program, News Partner Program; and
- Not use the StoreKit External Link Account entitlement profile.

If You sign the Alternative EU Terms Addendum, You may then use alternative payment capabilities available under that addendum for the European Union storefronts, and not under this Addendum. However, for the Iceland and Norway storefronts You may continue to use the capabilities available under this Addendum.

**2.2** The entitlement profile is only compatible and may only be used with Music Streaming Services Applications (EEA) distributed through the iOS or iPadOS App Store on a storefront in the EEA, on devices running iOS or iPadOS 17.4 or later.

**2.3** You may use the entitlement profile only with the Music Streaming Services App (EEA) for which You requested the entitlement profile and for which Apple approved the entitlement profile. You agree to submit true, accurate, and complete information to Apple regarding Your requested use of the Entitlement Profile and APIs, and to update Apple according to instructions provided in the Apple Materials if any of Your information changes. Apple will review Your request and reserves the right to not provide You with the entitlement profile, in which case You will not be able to use the entitlement profile or StoreKit External Purchase Link APIs, and to revoke such entitlement profile. Apple will not be liable to You for declining Your request for the entitlement profile or to access the StoreKit External Purchase Link APIs even if You have agreed to this Addendum.

**2.4** If You receive an entitlement profile, then subject to the terms and conditions of this Addendum and the Developer Agreement, Apple hereby grants You during the Term a limited, non-exclusive, personal, revocable, non-sublicensable and non-transferable license to:

(a) distribute the entitlement profile to Your Authorized Developers for testing and developing Your Music Streaming Services App (EEA); and

(b) use the entitlement profile with Your Music Streaming Services App (EEA) solely on Authorized Test Units, Registered Devices, and for submission to the App Store pursuant to **Section 6 (Application Submission and Selection)** of the Developer Agreement.

**2.5** You agree to use, only through the use of the entitlement profile, Link Outs from Your Music Streaming Services App (EEA) only as expressly permitted in this Addendum and in the Apple Materials. You agree not to use or attempt to use the entitlement profile in or with any of Your Applications not granted the entitlement profile or with any other developers' applications. For clarity, You may not use the entitlement profile with applications developed or distributed under any other Apple Developer agreements (e.g., the Apple Developer Enterprise Program License Agreement). You are permitted to use the entitlement profile only in connection with Your Music Streaming Services App (EEA) developed or distributed under this Addendum and with Apple-branded products.

**2.6** You further agree to keep updated the information You provided to Apple to obtain an Entitlement Profile, and You acknowledge that changes may affect Your continued eligibility for an Entitlement Profile.

**2.7.** TestFlight may be used for beta testing Link Out, provided that any Transactions incurred in such testing must be provided to testers at no cost.

**2.8** While in no way limiting Apple’s other rights under this Addendum or the Developer Agreement, or any other remedies at law or equity, if Apple has reason to believe You or Your Music Streaming Services App (EEA) have failed to comply with the requirements of this Addendum or the Developer Agreement, Apple reserves the right to revoke Your access to any or all of the StoreKit External Purchase Link APIs immediately upon notice to You; require You to remove Your entitlement profile from Your Music Streaming Services App (EEA) and resubmit it; terminate this Addendum; block updates of, hide, or remove Your Music Streaming Services App (EEA) and/or other Applications from the App Store; block Your Applications from distribution on Apple platforms; and/or to suspend or remove You from the Apple Developer Program.

### **3. Technical Requirements**

**3.1** In Linking Out You may design and execute within Your Music Streaming Services App (EEA) the communication and promotion of offers, including providing information about prices of subscriptions or any other offer available both within or outside the Application, and providing explanations or instructions about how to subscribe to offers outside the Application. These communications must provide accurate information regarding the digital goods or services available for purchase.

**3.2** Prior to each instance of Linking Out, You must (1) call the StoreKit External Purchase Link APIs to determine and confirm eligibility; and (2) call the canmakePayments API to confirm that the end user may make payments.

**3.3** If You provide an Actionable Link, each time before taking the end user to the destination You must also call the StoreKit External Purchase Link APIs, which will determine whether to display the system disclosure sheet, and do so if applicable. This includes calling the relevant API for web views that appear in Your Music Streaming Services App (EEA), as well as the relevant API for when the destination is outside Your Music Streaming Services App (EEA).

**3.4** Any Actionable Link You provide in Your Music Streaming Services App (EEA) for Linking Out under this Addendum must not use parameters in the URL for the purposes of profiling or otherwise serving the end user advertising, whether by You or another party. As a reminder, You must receive explicit permission from end users via the App Tracking Transparency APIs to track their activity across apps and websites owned by other companies, as required by the Developer Agreement and App Review Guidelines.

**3.5** In addition, if You choose to use Apple’s In-App purchase system in Your Music Streaming Services App (EEA), any Link-Out must:

- Be displayed in Your Music Streaming Services App (EEA) on no more than one app page the end user navigates to (not an interstitial, modal, or pop-up), in a single, dedicated location on such page, and may not persist beyond that page;
- Not be displayed on any page that is part of an in-app flow to merchandise or initiate a purchase using in-app purchase; and
- Not discourage end users from making in-app purchases, or disparage in-app purchase (nor may Your Music Streaming Services App (EEA) otherwise do so).

**3.6** You may elect to use Link Out of Your Music Streaming Services App (EEA) distributed through the App Store on iOS, and/or iPadOS, and by EEA storefront. You must indicate Your selections in Your Music Streaming Services App (EEA)’s Info.plist before submission to the App Store.

### **4. Commerce Requirements**

Music Streaming Services Apps (EEA) that offer Link Out must meet the following commerce requirements, as well as the requirements provided in the Apple Materials and the Program Requirements in **Section 3.3** of the Developer Agreement.

**4.1** For the purposes of **Sections 5.1 to 5.5**, “Apple” may be an Apple Entity, depending on Your location, or the storefront of the end user. Please see the Apple Materials for more details.

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

**4.3** If Your Music Streaming Services App (EEA) uses Link Out to engage in misleading, fraudulent, improper, unlawful, or dishonest acts or practices such as bait and switch, scams, or payment fraud, it will be removed from the App Store and You may be removed from the Apple Developer Program.

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

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

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

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

## **5. Commissions and Payments**

**5.1** A Transaction occurs when the sale was initiated within seven (7) calendar days after use of an Actionable Link (i.e., the end user taps “Continue” on the system disclosure sheet) from Your Music Streaming Services App (EEA) to Your website, and the digital goods or services can be used in an Application. For auto-renewing subscriptions, (i) a sale initiated, including with a free trial or offer, within seven (7) calendar days after a link out is a Transaction; and (ii) each subsequent auto-renewal after the subscription is initiated is also a Transaction.

**5.2** Apple shall be entitled to a commission equal to twenty-seven percent (27%) of all Transaction proceeds made from use of an Actionable Link; the commission shall be equal to twelve percent (12%) for Transactions while You are a participant in the App Store Small Business Program, or where the Transaction is an auto-renewal in the second year or later of an auto-renewing subscription. For purposes of the App Store Small Business Program, any Transaction proceeds (net of Apple’s commission and certain taxes and adjustments) You earn count towards program eligibility. Such commission applies to all amounts paid by each end user net of transaction taxes charged by You.

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

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

**5.5** This **Section 5.5** applies in addition to Apple’s other rights under this Addendum and the Developer Agreement, and any other remedies at law or equity. Late payments shall bear interest at the rate of one percent (1%) per month or the highest rate permitted by law, whichever is less. In addition, Apple shall be entitled to deduct (in whole or in part) any amounts (including its commission and any other fees or payments) due and owing by You or any of Your affiliates to Apple (and whether under or in connection with this Addendum, the Developer Agreement or any other agreement), and any taxes collected by Apple under this Addendum or the Developer Agreement, from any amounts collected by Apple from any end user as the price for, or as other charges in connection with the use of sales of digital

goods or services through, any (i) Application; (ii) Licensed Application delivered to that end user or (iii) Custom Application via Custom App Distribution to that Custom App Distribution Customer and that end user, in each case through the App Store (and whether an EEA storefront or otherwise). **Section 3.5** of each of Schedules 2 and 3 (Paid Applications Agreement) to the Developer Agreement shall be extended accordingly.

## **6. Taxes**

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

**6.2** 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.

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

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

**6.5.** 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 the entitlement profile, among any other rights Apple has under this Addendum or the Developer Agreement. You agree to indemnify and hold harmless the Apple Indemnified Parties for any Losses arising from this requirement.

## **7. Apple's Right to Audit**

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

## **8. Submission to Apple for App Store Distribution**

**8.1** By submitting Your Music Streaming Services App (EEA) to Apple for distribution on the App Store, You represent and warrant that Your Music Streaming Services App (EEA) complies with the requirements of this Addendum, as well as with the Developer Agreement and the App Review

Guidelines. You are solely responsible for developing a Music Streaming Services App (EEA) that complies with applicable laws and regulations.

**8.2** Nothing herein shall imply that being assigned an Entitlement Profile means that Apple will accept Your Music Streaming Services App (EEA) for distribution on the App Store. For clarity, once Your Music Streaming Services App (EEA) has been selected for distribution via the App Store it will be considered a **“Licensed Application”** under the Developer Agreement.

**8.3** 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 Music Streaming Services App (EEA) development or use of any Apple Materials, including without limitation that Your Music Streaming Services App (EEA) may not be selected for App Store distribution.

## **9. Your Acknowledgements**

You acknowledge and agree that:

**9.1** To the extent permitted by applicable law, Apple may at any time, and from time to time, with or without prior notice to You, modify, remove, or reissue the Apple Materials or the StoreKit External Purchase Link APIs, or any part thereof. You understand that any such modifications may require You to change or update Your Music Streaming Services App (EEA) at Your own cost and that features and functionality of such Application may cease to function. Except as required by applicable law, Apple has no express or implied obligation to provide, or continue to provide, the Apple Materials or StoreKit External Purchase Link APIs, and may suspend or discontinue all or any portion of Your access to them at any time.

**9.2** Apple makes no guarantees to You in relation to the availability, completeness, or accuracy of the Apple Materials, the StoreKit External Purchase Link APIs, or any data from the StoreKit External Purchase Link APIs, and Apple is not obligated to provide any maintenance, technical or other support for the StoreKit External Purchase Link APIs or the Apple Materials. You are fully responsible for testing Your Music Streaming Services App (EEA) and the use of the entitlement profile with each new release of the Apple operating system software.

**9.3** In Your capacity as the legal entity responsible for any end user data processed in connection with the use of Your Music Streaming Services App (EEA), You are solely responsible for complying with applicable data protection and privacy laws and regulations.

**9.4** If You choose to stop using the entitlement profile for Your Music Streaming Services App (EEA) or do not intend to renew the term of Your Developer Agreement, You must submit an update to Your Music Streaming Services App (EEA) removing Your entitlement profile and the use of the StoreKit External Purchase Link APIs prior to such cessation or the expiration of the term.

**9.5** You will not be permitted to access or use the Apple Materials or StoreKit External Purchase Link APIs after expiration or termination of this Addendum or the Developer Agreement.

**9.6** The Apple Materials, StoreKit External Purchase Link APIs, and any data from the StoreKit External Purchase Link APIs are provided by Apple to You on an “AS IS” and “AS AVAILABLE” basis. YOU EXPRESSLY ACKNOWLEDGE AND AGREE THAT ALL USE OF THE APPLE MATERIALS, STOREKIT EXTERNAL PURCHASE LINK APIS, AND ANY DATA FROM THE STOREKIT EXTERNAL PURCHASE LINK APIS IS AT YOUR SOLE RISK AND THAT THE ENTIRE RISK AS TO SATISFACTORY QUALITY, PERFORMANCE, ACCURACY, RELIABILITY, AND EFFORT IS WITH YOU. APPLE MAKES NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION THE IMPLIED WARRANTIES OF NON-INFRINGEMENT, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, REGARDING THE APPLE MATERIALS, STOREKIT EXTERNAL PURCHASE LINK APIS, OR ANY DATA FROM SUCH APIS, OR THEIR USE OR OPERATION ALONE OR IN COMBINATION WITH YOUR MUSIC STREAMING SERVICES APP (EEA), PRODUCTS, SYSTEMS, OR SERVICES. APPLE DOES NOT WARRANT THAT THE APPLE MATERIALS, STOREKIT EXTERNAL PURCHASE LINK APIS, OR ANY DATA FROM THE STOREKIT EXTERNAL PURCHASE LINK APIS WILL MEET YOUR REQUIREMENTS, THAT THE OPERATION OF

THE APPLE MATERIALS WILL BE UNINTERRUPTED OR ERROR-FREE, THAT DEFECTS IN THE APPLE MATERIALS WILL BE CORRECTED, OR THAT THE APPLE MATERIALS, STOREKIT EXTERNAL PURCHASE LINK APIS, OR ANY DATA FROM SUCH APIS WILL BE COMPATIBLE WITH ANY APPLE PRODUCTS, SOFTWARE OR SERVICES OR ANY THIRD-PARTY SOFTWARE, APPLICATIONS, OR SERVICES. THIS SECTION 9.6 WILL APPLY TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW.

## **10. Confidentiality**

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

## **11. Changes to this Addendum; Termination of this Addendum**

This Addendum shall apply to existing and future versions of the Developer Agreement into which You may enter. Apple may terminate in the event of a material breach by You of any of Your obligations under this Addendum, provided that: (i) Apple provides notice to You thereof, and (ii) such breach is not cured within thirty (30) days following the date such notice is deemed given. In addition, either party may terminate this Addendum upon thirty (30) days’ prior written notice to the other party, for its convenience, for any reason or no reason. If You engage, or encourage others to engage, in any misleading, fraudulent, improper, unlawful or dishonest act relating to this Addendum, and/or where You have failed to comply with Section 5 of this Addendum, Apple has the right to suspend or terminate the Addendum immediately upon notice to You, without liability to Apple and its affiliates. Termination of this Addendum will not constitute termination of the Developer Agreement; provided, however, that termination of the Developer Agreement will constitute termination of this Addendum. The following provisions will survive the termination of this Addendum: Section 1, the restrictions of Section 2 and 3, and Sections 4 through 14. In the event of a conflict between this Addendum and the Developer Agreement, this Addendum will control with respect to such conflict.

## **12. Additional Liability Disclaimer**

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

## **13. Additional Indemnification Obligations**

In addition to the indemnification obligations contained in **Section 10 (Indemnification)** of the Developer Agreement and to the extent permitted by applicable law, You agree to indemnify and hold harmless, and upon Apple’s request, defend, any Apple Indemnified Party from any and all Losses incurred by an Apple Indemnified Party arising from or related to Your Music Streaming Services App (EEA) or Your use of the Apple Materials, StoreKit External Purchase Link APIs, or any data obtained from such APIs, including but not limited to any claims for improper use of the StoreKit External Purchase Link APIs, any data obtained therefrom, or any end user claims arising out of or related to the use of Your Music Streaming Services App (EEA).

#### **14. Choice of Law and Jurisdiction**

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

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