# Kiosk Group

# Terms For Custom Rebranding of Kiosk Pro Plus or Enterprise, Distributed Through Apple's Custom B2B Program

## App Licensing & Delivery

An app license must be purchased for each iOS or iPadOS device to be deployed. It is the customer's responsibility to ensure that each license is only distributed to a single iOS/iPadOS device.

The customer must maintain enrollment in Apple Business Manager (ABM) to purchase and distribute the app to their iOS devices. More information about this program can be found at: https://www.apple.com/business/enterprise/it/

The Apple ID associated with the customer's ABM enrollment will be added to the approved customer base for the app in Kiosk Group's Apple Developer account. Once the app has passed review by Apple, managed distribution or redemption code licenses can be purchased through the Apple Business Manager portal and distributed to devices.

If the annual fee for rebranding expires and is not renewed, the app will be removed from sale and the customer will be unable to purchase additional licenses or reinstall the app on existing devices. In addition, no future updates will be provided until payment is brought up to date from the last date of expiration.

If the customer prefers to purchase licensing directly from Kiosk Group, the app can be distributed as a free download through ABM; in this instance, the customer agrees to pay Kiosk Group directly for each free license purchased in ABM.

If licenses of a standard iTunes build have been previously purchased and the customer can provide valid proof of that purchase, an equivalent number of licenses for the custom B2B version may be distributed as free downloads through ABM, pending approval by Kiosk Group. In this case, the customer agrees not to use, redownload, or request a refund from Apple for any previously purchased licenses that have been transferred.

Once licenses have been downloaded, it is the responsibility of the customer to notify Kiosk Group so

that the price can be reset. If additional licenses are purchased without payment during this window, the customer agrees to pay directly for each additional license.

Licenses purchased may only be distributed to iOS/ iPadOS devices as specified in the Apple Business Manager terms. Kiosk Group, Inc. maintains the right to request proof of deployment size if necessary to validate software purchases. Suspension of approved purchaser status may occur if these licensing terms are violated.

All underlying source code is retained by Kiosk Group, Inc. and is not distributed as part of this agreement.

## Rebranding

The customer must provide a valid app name. If this name is currently in use, Kiosk Group reserves the right to modify the name that is shown when purchasing app licenses to find a unique variation that can be submitted through App Store Connect. If this occurs, the app name provided will still be used to identify the app on the device (for example, when the app is shown on the device's Home screen).

The customer is also responsible for providing an accurate app description that outlines how the app will be used and a demo username/password for login (if any authentication is required to view content) as these are required by Apple's review team.  If content cannot be shared with Apple Review (for example, content contains proprietary information or is hosted on an internal network), the customer agrees to provide a video showing how the app will be used for review purposes.

In addition, the customer may submit graphics for icons, screenshots of content, and a URL for remote update of settings - these are optional and standard assets may be used if preferred.

Following acceptance of this agreement and execution of custom rebranding, the app will be submitted to Apple for review prior to publication on the App Store. Content is subject to Apple's review guidelines and may require revision to pass review. Kiosk Group, Inc. cannot be held responsible for delays in availability due to the review process.

If Apple changes the requirements for submission to App Store Connect (for example, requiring icon assets at new sizes), Kiosk Group will communicate these changes to the customer, who will be responsible for providing these assets before the next update can be submitted.

## Third-Party Peripheral Support

(applies to builds of Kiosk Pro Enterprise only)

Kiosk Pro Enterprise supports interaction with certain peripheral devices, including thermal kiosk printers and magnetic stripe card readers through our JavaScript SDK.

Third-party peripheral devices that have received official MFi certification from Apple require that the product manufacturer submits an official approval to Apple for any app integrating the SDK for their product. Apps that do not have this approval in place prior to submission to Apple are automatically rejected.

If your project is planning to use the JavaScript API to interact with any of the following devices, you must inform Kiosk Group with a written description of how the peripheral will be used prior to submission:
- Star Micronics thermal printers
- Bixolon thermal printers
- Brother label printers
- ID Tech card readers
- MagTek card readers
- Socket Mobile scanners

The following integrations are not third-party MFi peripherals and will be included by default in any build as defined by the standard feature sets of the version the app is based on (Plus or Enterprise):
- external screens through AirPlay or Digital AV Adapter
- Aila & Bluetooth barcode scanners
- AirPrint printers
- any API integration using native hardware (e.g., device cameras, geolocation, accelerometer)

As these approvals must be requested individually from each manufacturer and this is a time-consuming process for both parties involved, we do require that you only request peripheral approvals for devices that are actually going to be implemented for the project.

Kiosk Group reserves the right to request demonstration code to prove implementation if necessary. In addition, Apple may request a video showing the peripheral functioning as described as a part of the review process.

It is not appropriate to request peripheral approvals for testing purposes as the standard build of Kiosk Pro Enterprise from iTunes may be used for testing the JavaScript API for these peripherals.

Peripheral approvals do delay the initial submission of the app while it is being approved. In our

experience to date, this approval process generally takes 2 to 4 weeks for most manufacturers.

If not included as a part of the initial app submission, individual peripheral approvals can be added as a part of a future update under the terms above.


## App Updates

Up to six updates per year are included in the annual fee for rebranding and submitting apps through Apple's B2B program.

Updates are provided 'as is' and are based on the current state of the Kiosk Pro code base. Compatibility with the customer's content is not guaranteed.  As rebranded versions are based on the same code base as our standard Kiosk Pro Plus and Kiosk Pro Enterprise versions, it is highly recommended that users test their content with the latest version of those apps from iTunes to ensure compatibility with their content prior to requesting an update.

Change logs detailing the content of updates and any changes to these apps are maintained on Kiosk Pro's website at http://www.kioskproapp.com/change-log-plus or http://www.kioskproapp.com/change-log-enterprise.

These regular updates do not include changes to the app name, graphics or remote settings control .xml location, any or all of which can be updated once per year without additional charge.  Additional updates and changes are available if needed and are charged at our current hourly development rate.

As all updates to this app require review by Apple, the customer recognizes that if Apple designates a currently available feature or functionality as incompatible with their review guidelines and therefore unable to pass review, that feature or functionality must be removed from the app for any future update to occur.

Kiosk Group, Inc. does not maintain responsibility for faults caused by or changes in app functionality necessitated by changes in the underlying Apple UIWebView and/or WKWebView browser components, which are used by the app for rendering and displaying content. These components are a part of the iOS/iPadOS operating system.  As such, they are updated through system updates, which are provided directly by Apple. If such a fault is found, bug reports will be submitted to Apple through standard channels, but no timeline or fix can be guaranteed by Kiosk Group, Inc.

# Licensing For Optional Remote Management Server

If you choose to enable the Remote Management Server features, annually-renewing server client subscription licenses must be purchased separately for each device to be monitored.  Server client subscription licenses must be purchased through Kiosk Group, Inc. directly and cannot be purchased through any other entity without prior written permission by Kiosk Group, Inc.

## Custom B2B App Specifications

More detailed explanations of each item below are available at https://www.kioskgroup.com/custom-b2b-assets

Apple Business Manager

The following can be found in your Apple Business Manager portal at https://business.apple.com/
under your profile (bottom left corner) > Preferences > Organization Information

Organization Name:

Organization ID:


Based on           Kiosk Pro Plus           Kiosk Pro Enterprise


Availability
    iPad only
    iPad & iPhone


Home Screen Display Name:


App Store Connect Display Name:


Preferred Launch Behavior
    Show app settings (default)
    Show a prompt to enter a unique iPad ID
    Apply remote settings update and launch directly into presentation


Remote Settings Control > XML Location (optional):


App Icons:
    custom icons                    standard Kiosk Pro icons


App Screenshots
    custom screenshots              standard Kiosk Pro screenshots


If requested, I understand that custom icons &/or screenshots must be provided in the sizes and naming conventions outlined in the documentation provided at https://www.kioskgroup.com/custom-b2b-assets.  Initial:

Peripheral Support (optional, Enterprise builds only)

| | |
|---|---|
| Star Micronics printers | IDTech card readers |
| Brother printers | MagTek card readers |
| Bixolon printers | Socket Mobile scanners |

If requested, I have read the section above on peripheral support and have attached a written description of how each peripheral requested is integrated in my project.
Initial:

App Description:

(can be attached in a separate document, must include a clear explanation of how the app will be used for Apple's review team and a demo username/password if authentication is required to view content)

## LIMITATION OF WARRANTY

**NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR ANY LOSS OF PROFITS, LOSS OF DATA, ANY INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE, ECONOMIC, DIRECT, INDIRECT OR CONSEQUENTIAL DAMAGES, OR ANY CLAIMS OR DEMANDS BROUGHT AGAINST CUSTOMER BY ANY OTHER PARTY, REGARDLESS OF WHETHER KIOSK GROUP, INC. HAS BEEN PREVIOUSLY ADVISED OF THE POSSIBILITY OF SUCH CLAIMS OR DEMANDS. THE CUSTOMER ACKNOWLEDGES THAT THESE LIMITATIONS ARE AN ESSENTIAL ELEMENT INSETTING CONSIDERATION UNDER THIS AGREEMENT.**

I/We hereby agree to all of the terms and descriptions contained herein, and the app specifications I/we have provided above.  I have the legal authority to bind my organization to all agreements presented above.


Signature:

Printed Name:

Title:

Organization Name:

Organization Address:

Organization Phone:

Date: