**APPLICATION AGREEMENT**

THIS AGREEMENT IS AN ELECTRONIC AGREEMENT ACCEPTED BY THE PROVIDER OF THE APP (THE “**APP PROVIDER**”) BY ITS CHECKING THE BOX ON THE WEBPAGE FROM WHICH THIS AGREEMENT WAS DOWNLOADED (THE "**REGISTRATION PAGE**"), AND WHOSE DETAILS WERE PROVIDED BY APP PROVIDER IN THE REGISTRATION PAGE, AND, SUBJECT TO THE CONDITIONS IN SECTION 6.1, CONSTITUTES A LEGALLY BINDING CONTRACT BETWEEN THE APP PROVIDER AND APP CENTRAL LTD., WITH OFFICES AT 18 RAOUL WALLENBERG ST., TEL AVIV – JAFFA, ISRAEL, EMAIL: publish@app-central.com (“**APP CENTRAL**”).

1. **Background.** The App Provider has either developed, purchased and/or has a license to certain mobile applications, sufficient in order for it to perform its obligations under this Agreement, including, without limitation, the grant of rights to App Central hereunder (each an "**App**" and collectively the "**Apps**"). The parties wish to select from time to time, certain mobile applications out of the mobile applications mentioned above. Such selection shall be made by way of App Provider's uploading such selected App(s) to stores of the OS applicable to the App(s), under app store account(s) owned by App Central (“**Store Account(s)**”), subject to App Central’s acceptance of such upload (each App so uploaded to the Store Account(s) a "**Select App**"). It is clarified that App Central may eventually decide not to accept any App. Each Select App shall be adapted by App Provider according to App Central's requirements that were approved by the App Provider (the “**Developments**”), and shall be marketed, at App Central's discretion, under the same brand of the Select App and/or under the trademarks, service marks, trade names, service names, brand and/or logos (the “**Branding Features**”) designated by App Central (the “**Marketed App**”).
2. **Operation.**
	1. App Central shall finance the purchasing of the media and in addition shall provide other marketing for the Marketed App, including creating creative materials such as banners, scripts and videos, public relations, and the relevant personnel for the foregoing marketing; all as App Central shall deem fit in its discretion.
	2. App Central shall manage the support communication including email fronting the users of the Marketed App (the “**Users**”) and at its discretion may forward any or all such Users support to the App Provider. In such case App Provider will handle such communication with the Users. The App Provider shall provide all maintenance and support with respect to the Marketed App (including, without limitation, all updates and/or upgrades, operating system updates compatibility, in such scope and quality as provided for the Select App and not less than the market standard (the “**Support**”).
	3. The parties agree that the Marketed App may be marketed by App Central by such marketing methods as may be selected by App Central at its discretion, such as (a) any marketing media such as TV, websites, etc', (b) marketing through a third party such as an application portal or distributor (a "**Distributor**"), (c) marketing as part of an application bundle (the “**App Bundle**”), meaning: (i) Regular Bundle – the Marketed App and other applications will be part of a bundle of applications, and, upon a user’s purchase of one of these bundled applications, the user shall be entitled to download all of the other bundled applications. Each application in the bundle will be downloaded separately by the user and will have a separate icon, and/or (ii) In App Bundle - the Marketed App and other applications will be part of a bundle of applications, that are all downloaded simultaneously, and the User’s access to the Marketed App (and the other bundled applications) will be through a bundle application (single icon) which will include within it all the bundled applications, and/or (iii) Library Bundle – the Marketed App will be part of a library of applications which the user will subscribe to, so that as long as the user is subscribed to the library, such user may download any of the applications within the library.
3. **Payments & Reporting.**
	1. “**Gross Revenue**” are any and all revenues actually received in either party’s bank account in connection with the Marketed App, notwithstanding which party initially received the revenue, and whether it was received on account of subscription, upsale, advertising or otherwise. “**Parties’ Expenses**” shall mean: (a) with respect to App Central, App Central’s cost of purchase of media and cost of attribution company such as APPSFLYER and the cost of Distributors ("**Media Costs**"); provided that upon reaching the Threshold (as such term is defined below) App Central expenses shall include the Media Costs as well as all of its other costs such as development costs and cost of third party's products and services required for the marketing and distribution of the Marketed App. In any event, upon a Support Shift (as defined below), App Central’s expenses shall be increased to include also all of its Support costs (the “**App Central Expenses”)**, and (b) with respect to App Provider, prior to achievement of the Threshold, or in case of Application Bundle, no expenses. Following achievement of the Threshold (excluding in case of Application Bundle), the App Provider’s development and Support expenses, incurred following achievement of the Threshold, subject to App Central’s prior approval thereof in writing.
	2. “**Net Revenue**” means Gross Revenue minus the Parties’ Expenses (which shall be reimbursed to the Parties from the Gross Revenue, pro-rata based on each Parties’ outstanding portion of the outstanding Parties’ Expenses, prior to any further allocation to the Parties).
	3. The Net Revenues shall be distributed between the Parties (each Party's portion of the Net Revenue shall be referred to as "**Rev Share**") so that the App Provider shall receive 50% and App Central shall receive 50%. Notwithstanding the above, in the event the Marketed App will be part of an App Bundle, then, (i) App Central’s Expenses for all bundled applications shall be aggregated to calculate the Net Revenue from all bundled applications, and (ii) App Central shall be entitled to such aggregated App Central’s Expenses, and to its Rev Share of the Net Revenue received from all the bundled applications, and (iii) the App Provider and the providers of the other bundled applications (the “**Bundle Participants**”) shall share the remaining Net Revenue (the “**Participants’ Revenue**”) as follows: (a) the Bundle Participants shall share the Participants’ Revenue on account of subscription fees paid in the Store Account (the “**Subscription Revenue**”) for all the bundled applications in the App Bundle, in accordance with a formula based on user usage time or use instances, as shall be determined by App Central when creating the Application Bundle, and, in addition, (b) each Bundle Participant shall be entitled to any Participants’ Revenue which is not Subscription Revenue, and was actually received due to that Bundle Participant’s Marketed App (e.g. due to advertisements served through that Bundle Participant’s Marketed App).
	4. The payments above shall be made on a monthly basis, within 15 days from the end of the month. Payments shall be subject to receipt of a proper tax invoice. The parties may withhold any withholding taxes as required by law.
	5. The App Provider Rev Share specified above is App Provider's sole and exclusive consideration in connection with this Agreement. Except for the App Central Expenses, each party shall bear its own costs and expenses in connection with this Agreement.
	6. If any amount initially included in the Gross Revenue is later required to be paid back by Apple and/or Google, then, App Central may claw back such amount from the amounts paid to App Provider. If a certain month’s Gross Revenue shall not be sufficient to reimburse that month’s App Central Expenses, then, those App Central Expenses may be either (i) added to the next month’s App Central’s Expenses, and/or (ii) set off from any future payments to App Provider and/or (iii) clawed back from any amount paid to App Provider during the last 12 months.
	7. Each party shall provide the other party a report on any Gross Revenue actually received by it and/or any revenue actually received by any of such party’s parents, subsidiaries or sister companies, in connection with the Marketed App, on a weekly basis. Each party and/or its designated auditor shall have a right to audit, at its own cost, the other party’s financial books and records solely to verify compliance with this Payments & Reporting Section. Such audit may be conducted not more than twice a year, at the other party’s business hours, and in coordination with the other party. If any such audit shall reveal an underpayment, then, in addition to any other remedy available under law or equity, the cost of such audit shall be borne by the underpaying party followed by immediate payment of any underpaid amount with an interest of 12% per annum, from the date of underpayment.
4. **Confidentiality.** Any confidential information and/or proprietary data provided by one party (“**Discloser**”) to the other party (“**Recipient**”), shall be deemed “**Confidential Information**” of the Discloser. Confidential Information shall not be disclosed by the Recipient to anyone except an employee or contractor that has a need to know the same for the performance of this Agreement, and is subject to a written confidentiality and non-use undertaking substantially similar hereto. Recipient shall not use any portion of the Confidential Information provided by the Discloser for any purpose other than for the performance of this Agreement. Any and all information regarding the Users and their use of the Marketed App shall be deemed App Central’s Confidential Information, shall be provided by App Company to App Central at any time (during or after the term hereof) at App Central's request, and shall not be collected, processed or used by App Provider, except for the performance of this Agreement, as permitted under Applicable Law, and in accordance with instructions as may be provided by App Central from time to time. “**Applicable Law**” shall mean any applicable law, including, without limitation, the law which applies to the User (at its place of residence) and industry standards (such policies and guidelines of the application stores).

1. **Intellectual Property**
	1. Each party retains the intellectual property rights which it owned prior to signing of this Agreement (with respect to each party, its “**Background IP**”), unless specified otherwise herein. It is clarified that as between the parties (a) the APP and any and all rights thereto shall be deemed App Provider’s Background IP and (b) marketing methods, flows, creative work, Store Accounts, any third party products and/or services such as SDKs, and any and all rights thereto, shall be deemed App Central’s Background IP.
	2. The Marketed App and the Source Code (as defined below) and any intellectual property related to any of the foregoing, shall be owned by App Provider; the Marketed App, the Branding Features and related intellectual property may not be used by either party except as permitted in this Agreement.
	3. Each party grants the other party a right to use its Background IP, the Marketed App and the Branding Features for the performance of this Agreement. Furthermore, upon reaching the Threshold, App Provider grants App Central the right to use App Provider’s Background IP, the Branding Features and/or the Marketed App to create derivatives, such as sequel applications, adaptations of the Marketed App to other platforms such as other OS, PC, gaming console, and merchandising (the “**Derivative**”); provided, however, that the provisions of this Agreement will apply to such Derivatives, mutatis mutandis, but the App Provider Rev Share with respect to such Derivatives shall be the App Provider Rev Share specified in Section 3.3, multiplied by a fraction, representing the weight of the App Provider’s Background IP, out of the weight of the total intellectual property included in such Derivative.

* 1. App Provider warrants that the App and the Marketed App do not infringe any third party's intellectual property rights.
	2. Each party may be involved in the development and/or commercialization of software and/or services, which, amongst others, may be intended for similar purposes as the App and/or the Marketed App provided that such development shall be distinguished enough so that both the Marketed App and such software and/or services may be uploaded by the OS service provider, and further provided that if the OS service provider later claims that such development is not distinguished enough and that the Marketed App or such development must be removed from its store, then such development shall be removed from its store.
	3. App Provider shall be required to provide App Central with the most up-to-date complete version of the source code of the Marketed App (the “**Source Code**”) in the following events:

(a) At App Central's request provided that the aggregate Media Costs amount is equal to or higher than US$10,000 (the "**Threshold**"). In such case (i) App Central may, at any time, notify App Provider that it will provide the Support, instead of App Provider, or (ii) App Provider may by 9 months prior written notice to App Central, notify App Central that it will no longer provide the Support, in which case App Central may elect to provide the Support itself (the events in Section 5.6(a)(i) and (ii), a “**Support Shift**”). It is clarified that upon receipt of the Source Code by App Central to its satisfaction (whether for achieving the Threshold or if otherwise shall be agreed upon by the Parties even if the Threshold is not met) and at any time thereafter, App Provider shall be entitled to its Rev Share with respect to all Users of the Marketed App;

(b) At App Central's request, provided that the aggregate Media Costs amount is equal to or higher than US$1,000 and any of the following events occurs (i) App Provider shall breach any term of this Agreement (including among others its failure to provide updates or upgrades it implemented in the App or shall otherwise fail to support the Marketed App, if it shall redirect Users or otherwise circumvent the purpose of this Agreement), or (ii) in case of insolvency, bankruptcy, or voluntary dissolution of App Provider. It is clarified that in any of the foregoing events (i) and/or (ii) App Provider shall not be entitled to any consideration under this Agreement without derogating from any other right or remedy available to App Central in accordance with this Agreement or Applicable Law

1. **Term and Termination.**
	1. This Agreement shall be effective commencing on the Effective Date, subject to there being at least one Select App that was actually uploaded to the Store Account(s), and shall remain in effect until terminated in accordance herewith, following which the following termination provisions shall apply.
	2. Prior to reaching the Threshold, App Provider may terminate this Agreement with 9 months prior written notice to App Central. App Central may terminate this Agreement upon written notice to the App Provider.
	3. Following the effective date of termination hereof, (a) the parties shall have the right to continue the provision of the Marketed App services to any User existing at the date of termination (the “**Existing Users**”) subject to the terms herein, (b) App Provider shall (unless instructed otherwise by the App Central) continue to perform its obligations hereunder, including, without limitation, the Support, with respect to Existing Users, for as long as required pursuant to the agreements with the Existing Users and/or Applicable Law (“**Continuance Period**”); (c) the parties shall be entitled to their Rev Share during the Continuance Period; (d) every section which by its nature should survive termination of this Agreement, shall survive its termination.
	4. In case of termination hereof (i) the Marketed App shall be removed from the Store Accounts, (ii) App Central shall make no further use of App Provider’s Background IP, except as permitted hereunder, (iii) all rights in the Branding Features and related intellectual property shall be assigned to App Central, and App Central shall then be free to make any use of the foregoing including, without limitation, to continue the venture, and to market a similar app independently, or jointly with others (such as other software and/or content providers), including, without limitation, providing any User with such similar app by way of update replacing the Marketed App, under the same Branding Features in the Store Accounts or otherwise, without paying any further consideration to App Provider other than for Existing Users’ use of the Marketed App, and (ii) App Provider shall make no further use of the Branding Features and/or any App Central Background IP, except as required to perform its post termination obligations hereunder.
2. **Limitation on Liability.**
	1. Except in case of breach of provisions and/or representations regarding intellectual property and/or competition in no event shall either party be liable to the other party for any incidental, indirect, special, exemplary, or consequential damages including, but not limited to, damages for loss of profits, business interruption, loss of information, and the like, in each case even if such party has been advised of the possibility of such damages.
	2. Except in case of breach of provisions and/or representations regarding intellectual property and/or confidentiality; without derogating from any of the foregoing and claims of either party in respect to the Rev Share due to it under this Agreement, each party's total aggregate liability under this Agreement, if any, to the other party or any other person or entity, in connection with any claim relating to this Agreement, will be limited to an amount equal to the lower of (a) US$10,000 or (b) the amount received by the App Provider under this Agreement during the 30 day period immediately preceding the date of the claim. The existence of one or more claims will not enlarge this limit.
3. **NEWCO.**

Upon such time as the aggregate Media Costs amount is equal to or higher than US$\_\_\_\_\_\_, App central may incorporate a new limited liability company (the "**NewCo**") with equal holdings and equal economic rights to the Parties upon its incorporation for the commercialization of the Marketed App. The Parties hereby agree to assign to the NewCo the same intellectual property rights and to provide the NewCo with the Source Code, and usage rights, in the same manner in which those would have been assigned and/or provided to the other Party prior to incorporation of the NewCo. The Parties further agree and collaborate as reasonably required to facilitate the foregoing. In such case the parties shall not be entitled to the Rev Share allocations herein but rather to dividend distribution in accordance with their holdings in NewCo.

1. **General.** This Application Agreement including the Registration Page (the “**Agreement**”) contains the entire agreement between the parties and supersedes all prior agreements between the parties with respect to the subject matter hereof. App Central may assign any right or obligation under this Agreement to any entity controlling, controlled by, or under common control with the App Central. App Provider may not assign this Agreement without the prior written consent of the App Central, and any assignments in violation of the foregoing shall be void. This Agreement shall be interpreted in accordance with Israeli law and the courts in Tel Aviv shall have sole and exclusive jurisdiction over any disputes hereunder. Whenever possible, each provision of this Agreement shall be interpreted in such a manner as to be effective and valid under applicable law but, if any provision of this Agreement is held to be invalid, illegal or unenforceable in any respect, such provision will be deemed amended to the minimum extent required to allow its validity and intended purpose, without invalidating the remainder of this Agreement. All notices hereunder shall be in writing and shall be emailed or mailed by registered mail, addressed to such party's address as set forth above, and, with respect to the App Provider, to the address provided by it in the Registration Page. Notices sent in accordance with this section will be deemed received by the receiving party: (i) within 5 business days of mailing, if mailed by registered mail; or (ii) upon transmission by or email, without electronic notice of failure to deliver.