

## APPLICATION TRANSFER AGREEMENT

By clicking to agree to this Application Transfer Agreement ("Transfer Agreement"), which is hereby offered to You by Apple (as defined in the Apple Developer Program License, including related Schedules and as updated from time to time, collectively the "Program Agreement"), You hereby authorize and instruct Apple, to carry out the transfer of a certain Licensed Application and related metadata and information from Your developer account to a different developer account in good standing ("Recipient") to be identified by You in the iTunes Connect tool.

Recipient:  
Transferred App Name:  
Apple ID:  
SKU:

Except as expressed in writing herein, nothing in this Transfer Agreement shall be construed to modify the Program Agreement in any way. For avoidance of doubt, all capitalized terms herein shall have the meaning defined in this Transfer Agreement or, if not so defined, in the Program Agreement.

### 1. Recitals

Pursuant to the terms of the Program Agreement, Apple owns and operates the online App Store, which offers applications for sale and download in electronic format ("App Store"), within various territories ("Territories").

You currently own and offer that certain iOS or Mac Licensed Application identified by You in the iTunes Connect tool, along with related information and metadata (collectively, the "Transferred App") and are duly authorized to accept and agree to the terms of this Transfer Agreement on behalf of the developer account currently associated with the Transferred App.

You desire to relinquish ownership and control of the Transferred App to Recipient and Apple is willing to accommodate Your request by disassociating the Transferred App from Your developer account and associating the Transferred App with Recipient's developer account, upon acceptance by Recipient ("App Transfer Service").

### 2. Consent to Transfer

In consideration of the mutual promises and agreements set forth herein, reliance on the representations and warranties below, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged,

You hereby agree, authorize, and instruct Apple, and Apple agrees, to transfer the Transferred App from Your account and attempt to associate the Transferred App with Recipient's developer account. If the Transferred App cannot be associated with Recipient's developer account for any reason, including without limitation Recipient's refusal or inability to accept the Transferred App, the Transferred App shall remain associated with Your developer account and this Transfer Agreement shall terminate within 60 days of execution, although if eligible, You may initiate a new Transfer Agreement for the same Transferred App.

### 3. Representations and Warranties.

You represent, warrant, and agree that:

- a. Your developer account and the Transferred App are in good standing, comply with the terms of the Program Agreement, the terms of this Transfer Agreement, and the App Transfer Service requirements set forth in the iTunes Connect tool.
- b. Your rights to the Transferred App and its associated sales, analytics, and other performance data shall expire as of the date of Recipient's acceptance of the Transferred App ("Execution Date") and all of Your rights and obligations related to the Transferred App shall then belong to Recipient except as noted herein. For the sake of clarity, You shall not be entitled to any reduced commissions (e.g. for subscription renewals after one year of active paid service) that accrue after the Execution Date;
- c. You have provided Recipient all necessary code, metadata, images, content, and other associated information including, without limitation, an app-specific shared secret (subject to Apple's consent thereto, which is hereby granted) and acknowledge that You, and not Apple, are solely obligated to do so.
- d. As of the Execution Date, Recipient shall own or have all necessary rights to the Transferred App, including without limitation any materials that You have provided or are obligated to provide, all materials submitted to Apple relating to the Transferred App, and any additional material necessary for Recipient to comply in full with all of the obligations You currently have under the Program Agreement.
- e. To the best of Your knowledge, Recipient in all other respects is ready and able to comply in full with all of the obligations You currently have under the Program Agreement.

f. Apple has made no representation or warranty as to the quality, compliance with the terms of the Program Agreement, or suitability of use of the Transferred App. Furthermore, Apple has made no representation or warranty as to any claims or complaints made by end-users or other third parties related to the Transferred App, nor is Apple responsible for preserving any value or goodwill associated with the Transferred App.

g. Permission to transfer any user data or information associated with the Transferred App to Recipient is covered by your privacy policy agreed to by your end-users prior to the transfer, and that such transfer will not violate the laws of any Territory in which the Transferred App has been made available. To the extent the Transferred App is part of an active TestFlight beta test, you understand that such Transferred App may not be transferred until the beta test has completed.

#### 4. 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 TRANSFER AGREEMENT, THE USE OR INABILITY TO USE THE APP TRANSFER SERVICE, SOFTWARE, SECURITY SOLUTION OR SERVICES, DIGITAL 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 Transfer 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).

APPLE SHALL NOT BE LIABLE FOR ANY DAMAGES OR LOSSES ARISING FROM ANY USE, MISUSE, RELIANCE ON, INABILITY TO USE, INTERRUPTION, SUSPENSION, OR FAILURE TO PERFORM OF THE APP TRANSFER SERVICE, OR ANY SERVICES PROVIDED IN CONNECTION THEREWITH, INCLUDING BUT NOT LIMITED TO ANY LOSS OR FAILURE TO DISPLAY THE TRANSFERRED APP CORRECTLY OR ANY END-USER CLAIMS ARISING FROM ANY USE OF THE FOREGOING BY END-USERS OF THE TRANSFERRED APP.

## 5. App Transfer.

At a commercially reasonable time following the Execution Date:

a. You hereby instruct Apple to disassociate the Transferred App from Your developer account and present the Recipient with the option to associate the Transferred App with Recipient's developer account, along with any related changes necessary to effectuate the Transfer as may be necessary. Such changes will, during a commercially reasonable time following the Execution Date, propagate across various App Store-related systems and You understand and agree that you may not be able to make changes to the Transferred App once the App Transfer Service has been initiated.

b. You acknowledge and agree that some changes may take longer to occur than others, and that Apple makes no warranty as to the precise timing of each change, including without limitation, that the Transferred App may appear to be offered by You rather than the Recipient in certain Territories, payments may be processed to Your account after the Execution Date for transactions initiated prior to the Execution Date, and so on.

c. Notwithstanding Sections 5(a) and 5(b) of this Transfer Agreement, customer transactions shall be associated with Recipient's developer account and payments shall be remitted to Recipient pursuant to the terms of the Program Agreement after the Execution Date. Customer transactions made prior to the Execution Date shall be associated with Your developer account, and associated payments shall be made to You even if such payments are processed after the Execution Date. Similarly, any customer refunds or cancellation associated with transactions initiated prior to the Execution Date will accrue to Your account, even if such refund or cancellation is processed after the Execution Date. You expressly acknowledge that, upon completion of the Transfer Services, You may no longer have access to sales, analytics, or other performance information related the Transferred App.

## 6. Parties' Responsibilities.

a. Recipient shall be responsible for providing to Apple any updated metadata and app information, including without limitation support, EULA, and privacy policy URLs, Export Compliance documentation, and any other information requested by Apple or required by law, including without limitation an updated binary of the Transferred App if necessary to reflect this new information, and to comply with the Program Agreement and any

obligations required by law. Apple shall not be responsible for any consequences of Recipient's failure to comply with such responsibilities under this paragraph or under the Program Agreement, and Apple shall not be required to make any changes to metadata, beyond making the iTunes Connect tool available to Recipient.

b. Recipient agrees to be bound by all terms of the Program Agreement and this Transfer Agreement with respect to the Transferred App. For avoidance of doubt, as between Recipient and Apple, Recipient shall owe to Apple all of Transferor's obligations under the Program Agreement accrued after the transfer of the Transferred App and Apple shall owe all of its obligations under the Program Agreement to Recipient, and not Transferor (except as expressly provided herein), with respect to the Transferred App as of the Execution Date;

c. Following the transfer of the Transferred App and as between You and Apple, You shall remain liable for any and all obligations owed to Apple under the Program Agreement with respect to any transactions or other activity related to the Transferred App originating prior to the Execution Date, whether they were processed before or after the actual transfer of the Transferred App, and the provisions of the Program Agreement shall remain in full force and effect as between You and Apple with respect to any of Your other applications.

d. Notwithstanding the foregoing and in light of potential uncertainties described in Section 7 of this Transfer Agreement, You hereby agree to remain jointly and severally liable with Recipient for any and all obligations owed to Apple under the Program Agreement during the commercially reasonable period following the Execution Date to the extent such obligations cannot be readily determined to fall under either Section 6(b) or 6(c) of this Transfer Agreement.

e. You acknowledge and agree that to the extent any content codes have been purchased by customers via the Volume Purchase Program, have been individually gifted by users prior to the Execution Date, or generated by You for promotional purposes, such codes may be redeemed after the Execution Date and that users redeeming such codes may receive delivery of the Transferred App after it has been associated with Recipient's developer account. Pursuant to Section 7 below, Apple makes no warranty as to whether such downloads will accrue to Your or Recipient's account.

f. You acknowledge and agree that, to the extent the Transferred App is part of one or more existing App Bundles associated with Your account,

such App Bundles will no longer appear on the App Store after the Execution Date. For the sake of clarity, You may create a new App Bundle comprised of the same applications less the Transferred App at any time.

g. You and Recipient agree to ensure that end-users of the Transferred App are informed of any changes to the Transferred App's Terms and Conditions, End User License Agreement, and Privacy Policy resulting from the transfer as required by law, and You and Recipient assume all liability for compliance with local law in connection with the transfer for each territory in which the Transferred App has been made available.

h. In the event of a dispute relating to the transfer of a Licensed Application from You to Recipient, including without limitation allegations of fraudulent or unauthorized transfers, You hereby authorize Apple to take such steps as it deems reasonably necessary in its sole discretion to resolve the dispute. Such steps may include, but are not limited to, the suspension or reversal of the Transfer Services and holding royalties related to the sale of such Licensed Application.

#### 7. As-Is Service.

The Parties acknowledge that the App Transfer Service is provided on an "AS IS" and "AS AVAILABLE" basis and may result in errors or inaccuracies that could cause failures, corruption or loss of data and/or information, including without limitation ratings, reviews, chart position, the ability to send Push Notifications, Game Center data, financial data, user information, affiliate reporting, promo code redemption, and other data associated with the Transferred App, as well as end-user claims arising out of use of the Transferred App. Apple strongly encourages You to back up all data and information prior to using the App Transfer Service. You expressly acknowledge and agree that all use of the App Transfer Service is at Your sole risk. BY CLICKING AGREE AND USING THE APP TRANSFER SERVICE, YOU HEREBY ASSUME ALL RISKS AND ALL COSTS ASSOCIATED WITH YOUR PARTICIPATION IN THE APP TRANSFER SERVICE TO THE EXTENT PERMITTED BY LAW, INCLUDING, WITHOUT LIMITATION, ANY BACK-UP EXPENSES, COSTS INCURRED FOR THE USE OF YOUR HARDWARE AND PERIPHERALS, AND ANY LOSS OR DAMAGE TO ANY EQUIPMENT, SOFTWARE, INFORMATION, DATA OR USER DISSATISFACTION, INCLUDING ANY LOSS OF INFORMATION OR DATA EXPERIENCED BY USERS OF THE TRANSFERRED APP.

**I have read and agree to the agreement presented above.**