FACEBOOK APPLICATION TRANSFER ACKNOWLEDGEMENT

[Developer] ("Transferor") and [Company] ("Transferee") acknowledge and certify to Facebook, Inc. ("Facebook") that for good and valuable consideration Transferor has assigned all of its right, title and interest in and to the application(s) set forth in <u>Schedule A</u> (the "Applications") to Transferee.

1. <u>Transfer of the Applications.</u> The Parties hereby authorize and instruct Facebook to (a) take all action necessary to remove Transferor as the registered developer of the Applications on the Facebook platform; and (b) take all action necessary to register Transferee as the registered developer of the Applications on the Facebook platform (such actions collectively, the "**Facebook App Transfer Services**").

2. <u>Representation and Warranties.</u> Transferor and Transferee each represent and warrant that: (a) it has the requisite power and authority to enter into and carry out the terms of this Acknowledgement without the consent of any third party; and (b) its performance under this Acknowledgement will not conflict with any other obligation it may have to any other party.

3. <u>No Facebook Warranty or Liability.</u> TRANSFEROR AND TRANSFEREE ACKNOWLEDGE AND AGREE THAT (I) THE FACEBOOK APP TRANSFER SERVICES WILL BE PROVIDED ON AN "AS-IS" BASIS AND WITHOUT ANY EXPRESS OR IMPLIED WARRANTIES BEING GIVEN BY FACEBOOK, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, INTEROPERABILITY AND NON-INFRINGEMENT AND (II) FACEBOOK BEARS NO RESPONSIBILITY AND WILL NOT HAVE ANY DIRECT OR INDIRECT LIABILITY TO TRANSFEROR, TRANSFEREE, OR THIRD PARTIES FOR ANY LOSSES, DAMAGES OR OTHER ISSUES TRANSFEROR, TRANSFEREE, OR THIRD PARTIES MAY HAVE OR INCUR AS A RESULT OF OR ARISING FROM THE FACEBOOK APP TRANSFER SERVICES OR ANY OTHER MATTER RELATED TO THIS ACKNOWLEDGENT.

4. <u>Facebook Held Harmless.</u> The Parties agree to hold Facebook, its affiliates, directors, officers, employees, agents, and representatives harmless from any and all claims, damages, expenses, suits, losses, or liabilities arising from, related to, or in connection with the Facebook App Transfer Services.

[Signature Page Follows]

In witness whereof, the parties hereto have executed this Acknowledgment as of the date set forth below and it will be effective as of the last signature date set forth below.

[Transferor] [Must be signed by the Financial Administrator Registered with Facebook]

By:
Name:
Title:
Date:
Address:
[Transferor] Facebook Entity ID:

[Transferee] [Must be signed by the Financial Administrator Registered with Facebook]

By:
Name:
Title:
Date:
Address:
[Transferee] Facebook Entity ID:

SCHEDULE A APPLICATIONS

Application Name	Application ID	Transferor	Transferee