

Draft 20 Jan 17

## RINGTONE DISTRIBUTION AGREEMENT

This Ringtone Distribution Agreement (the "**Agreement**"), is made and entered into as of January 25, 2017 (the "**Effective Date**"), by and between Zedge Inc., a Delaware corporation with offices at 22 Cortlandt Street, 14th Floor, New York, NY 10007 ("**Zedge**"); and [REDACTED]s Ltd through its representative [REDACTED]d (collectively, the "**Licensor**") having an address at Belmont House, Canterbury Road, Dover, Kent CT15 7HX. In consideration of the covenants and conditions herein, Zedge and Licensor agree as follows:

**1. LICENSOR RINGTONES FOR DISTRIBUTION.** Zedge distributes digital content globally, including ringtones, wallpapers, app icons, social content, video trailers and games via its self-titled mobile applications, its applications for smartphones and other wireless devices, its desktop, web and mobile web offerings, its social media channels (e.g., Facebook, Twitter and the like) and Zedge's related applications, websites and channels (collectively, together with any improvements and new versions thereof or related or successor applications, channels and offerings, the "**Zedge Applications**"). Licensor owns or controls ringtones that can be used or played on mobile and/or other computer devices, both existing as of the Effective Date and newly developed or acquired during the term of this Agreement (collectively "**Licensor Ringtones**"). Under this Agreement, Licensor will create Zedge-branded versions of certain Licensor Ringtones and post them on the Apple iTunes store (the "**Store**") for purchase and download by end user customers for use on their iPhones or other Apple iOS mobile devices during the Term (as defined below) of this Agreement. Licensor will provide to Zedge links ("**Links**") to each Licensor Ringtone posted in the Store for placement within the Zedge Applications for mobile iOS so that users of the Zedge Applications can access and purchase the Licensor Ringtones from the Store through such Links (collectively, the Licensor Ringtones and Links being the "**Licensor Content**"). Zedge shall be free, in its sole discretion, to choose where and whether to include, place or use the Links within the Zedge Applications and can remove or place any such Links from or within the Zedge Application at any time during the Term. The following details regarding the selection and posting of Licensor Ringtones shall apply:

a. Selection. Reasonably promptly following the Effective Date (in any even within fifteen (15) days), Licensor shall select at least 50 Licensor Ringtones for posting in the Store with Zedge branding. Licensor shall reasonably select a combination of Licensor Ringtones that are song remixes or comedy parodies and which are likely to be attractive to users for purchase on the Store. After the initial selection, Licensor shall select at least an additional 20 Licensor Ringtones per month during the Term (which may be newly developed or acquired by Licensor) targeting the same criteria as described above for posting on the Store with Zedge branding. Licensor shall reasonably consult with Zedge regarding the selection of the Licensor Ringtones and reasonably consider any suggestions or input from Zedge with respect thereto. Zedge can reject any Licensor Ringtones in its sole discretion in which case Licensor shall not post such rejected Licensor Ringtone in any Store and shall not create or provide access to any Zedge-branded version of such Licensor Ringtones.

b. Posting of Ringtones. Once selected, Licensor shall brand the selected Licensor Ringtones with the Zedge name and brand, in a form and format reasonably designated by Zedge and in any event subject to Zedge's prior approval. Licensor shall upload and post such selected, Zedge-branded Licensor Ringtones on the Store (through an account held by Licensor by which Licensor receives all revenues with respect thereto) so that they can be purchased and downloaded by users in accordance with standard Store policies and procedures. Licensor shall maintain such posting during the Term. Licensor shall provide Zedge the corresponding Link for each posted Licensor Ringtone promptly after posting in the Store. Once any Licensor Ringtone is selected and posted in the Store, it shall become a "**Posted Ringtone**" hereunder. Licensor shall not be obligated to upload and post more