

Addendum to Agreement

17. Publishing Services.

17.1 neXva (Aggregator) shall, from time-to-time, act as a publisher of mobile applications to third party mobile app stores (this service shall be referred to herein as “neXpublisher”). Content Partner desires to retain Aggregator for its neXpublisher services to publish Content Partner’s Content identified in Exhibit A of this Addendum on third-party app stores.

17.2 Attached to this Addendum as Exhibit B is a list of third party mobile app stores to which Aggregator currently publishes applications. Depending upon the Publishing Services package selected by Content Partner below, Content Partner may select those app stores to which Aggregator shall publish Content Partner’s Content or those app stores to which Aggregator shall not publish Content Partner’s Content and shall so indicate on the appropriate Exhibit.

17.3 Aggregator shall, from time-to-time, add other third party mobile app stores to which it publishes content. Upon such addition, Content Partner shall be notified of the addition and be given the option to select its Content to be published on such new third party mobile app stores.

17.4 The services covered under this Addendum do not include Aggregator’s own mobile application stores, www.neXva.com, www.neXva.mobi. Said distribution is covered under the main Agreement.

17.5 Section 3 of the Agreement shall not apply to Content published under this Addendum. For Content published under this Addendum, services and fees shall be defined in accordance with this Addendum and all payments from Aggregator to Content Partner or Content Partner to Aggregator shall be defined solely in this Addendum:

17.5.1 Publishing Services – Free Applications

17.5.1.1 Flat Fee to Publish

17.5.1.1.1 Gold Plan

17.5.1.1.1.1 Services Included

- Post in five (5) languages
- Two (2) updates per month
- Ten (10) applications published
- Twenty (20) app stores published to
- Geo targeting

17.5.1.1.1.2 Fees

- 500\$/€/mo

- Minimum three (3) month commitment with successive three (3) month renewals
- Yearly plan 5000\$/€

17.5.1.1.2 Silver Plan

17.5.1.1.2.1 Services Included

- Post in two (2) languages
- One (1) update per month
- Three (3) applications published
- Ten (10) app stores published to
- Geo targeting

17.5.1.1.2.2 Fees

- 200\$/€/mo
- Minimum three (3) month commitment with successive three (3) month renewals
- Yearly plan 2000\$/€

17.5.1.1.3 Exhibit C is the list of third-party app stores to which Content Partner desires that its Content shall be published.

17.5.1.4 All fees payable from Content Partner to Aggregator for the services described in this Section 17.5.1, shall be payable in three (3) month increments by credit card, Paypal, Google Checkout or such other methods as Aggregator shall make available and shall be paid in advance of the services being rendered by Aggregator to Content Partner.

17.5.1.2 Performance Fee to Publish

17.5.1.2.1 Services included

- Unlimited languages
- Unlimited updates
- Per application package
- Unlimited app stores
- Geo targeting

17.5.1.2.2 Fees

- 0.05 € per download

- Financial capping possible on a case by case basis (to be stipulated in Exhibit D)

17.5.1.2.3 It is Aggregator's intention to place Content Partner's applications on the most third party stores possible. To the extent that Content Partner desires its mobile applications to be excluded from any third party app stores, they shall be identified on the attached Exhibit E.

17.5.1.2.4 All fees payable from Content Partner to Aggregator for the services described in this Section 17.5.1.2 shall be paid by credit card, Paypal, Google Checkout or such other methods as Aggregator shall make available.

17.5.1.3 Advertising.

17.5.1.3.1 Aggregator has contracted with various mobile advertising networks for advertising insertion into Content Providers Content. Based upon Content Provider's goals, Content Provider and Aggregator shall determine the best ad network for Content Provider. Aggregator shall provide Content Provider with the appropriate SDK, Pixel or API and it shall be Content Provider's sole and exclusive responsibility to properly implement that SDK into Content Provider's Content.

17.5.1.3.2 Fees. The mobile advertising networks shall pay to Aggregator a net fee for advertising placed in Content Provider's Content. From that net fee, Aggregator shall be entitled to keep ___ percent (___%). The balance shall be distributed to Content Provider.

17.5.1.3.3 It is Aggregator's intention to place Content Partner's applications on the most third party stores possible. To the extent that Content Partner desires its mobile applications to be excluded from any third party app stores, they shall be identified on the attached Exhibit F.

17.5.1.3.4 All fees payable from Aggregator to Content Partner for the services described in Section 17.5.1.3, above, shall be paid when the amount owing to Content Partner exceeds ___ \$/€ and shall be payable within fifteen (15) days by wire transfer to Content Partner.

17.5.1.3.5 Because of the nature of this service, for advertising insertion described in this Section 17.5.1.3, such relationship shall exist between Content Partner and Aggregator for the life of the application.

17.6 Publishing Services – Premium Applications

17.6.1 Services Included

- Unlimited app stores
- Unlimited updates
- Multiple languages

17.6.2 It is Aggregator's intention to place Content Partner's applications on the most third party stores possible. To the extent that Content Partner desires its mobile applications to be excluded from any third party app stores, they shall be identified on the attached Exhibit G.

17.6.3 As the publisher of Content Partner's Content, Aggregator shall be paid an amount by the mobile app stores representing the distributable portion of the sale price of Content Partner's Content. For performing the services set for in this Section 17.6, Aggregator shall be entitled to retain a fee equal to **ten percent (10%)** of the listed sales price of the Content Partner's Content. That amount shall be deducted from the distributable portion of the sale price of Content Partner's Content and the remainder shall be Content Partner's net share.

17.6.4 Content Partner's new share for the services described in Section 17.6, above, shall be paid when the amount owing to Content Partner exceeds 250\$/€ and shall be payable within fifteen (15) days by wire transfer to Content Partner.

17.7 Value Added Services. Aggregator shall make available to Content Partner certain value added services. These services shall be:

17.7.1 eReputation.

17.7.1.1 Services Included

- Preparation and posting of positive comments, evaluations and marks on various mobile application stores, rating sites and other places where mobile applications are reviewed.
- Provision of feedback on comments, bugs, change requests and expected features

17.7.1.2 The monthly fee for this service shall be 50\$/€/app and shall be payable in three (3) month increments, in advance.

17.7.2 Daily Reporting

17.7.2.1 Aggregator shall provide a daily report generated by manually checking each app store and giving key metrics in a report that will be sent to Content Provider in Excel or PDF format.

17.7.2.2 The monthly fee for this service shall be 50\$/€/app and shall be payable in three (3) month increments, in advance.

17.7.3 All fees payable from Content Partner to Aggregator for the services described in Section 17.7, above, shall be payable in three (3) month increments by either credit card or Paypal or Google Checkout and shall be paid in advance of the services being rendered by Aggregator to Content Partner.

17.8 For purposes of this Addendum, Content Partner has selected the following option(s) PREMIUM APPLICATION (17.6).

17.9 For purposes of any minimum contractual periods under this Addendum, all commitments shall automatically renew for successive periods equal to the initial time period, unless either party gives no less than thirty (30) days written notice of its intent to not renew its commitment. For any selection criteria, such as selected third party app stores, any changes to selection can be made only at the initial agreement or any renewal of the services provided under this Addendum.

17.10 All other terms and conditions of the main Agreement to which this Addendum is attached shall remain in full force and effect.

This Agreement is effective as of the date first written above.

Aggregator

Content Partner

neXva, Inc.

Profiler one-Diagnosis and Consultation Ltd.



Brian Friedman

Print Name

CEO

Title



Signature

Itai Rauch

Print Name

CEO

Title

Exhibit A

Content Partner's Content for neXpublisher

- 1) Face reader : premium version - <http://nexva.com/app/face-reader.10815>

Exhibit B

Aggregator's Third-Party App Stores

Airtel Lanka

Airtel Bangladesh

Amazon

Appoke

Appslib

Belgacom

Djuzz

Docomo

Ericsson eStore

GetJar

Handango

Handmark

Huawei

Idea Cellular

Lenovo

LG App store

M1

mJelly

Mobango

MobiHand

Notionink

OnlyDroid

Opera

Ovi

Pocketgear

Satsports

Slideme

Telenor

Tmobile

Toshiba App store

Virgin USA

Yaam

Soc.io

Carephone - MyHub

Orange App Shop

Orange App Shop

Orange App Shop

Vodafone UK

Vodafone Portugal

Vodafone UK

Vodafone The Netherlands

Vodafone Germany

Vodafone Ireland

MTS Russia

Vodafone Greece

Vodafone Italy

Vodafone Spain

As new app stores are added we will notify you, get you approval and update this document.

Exhibit C

Third Party App Store To Which Content Partner's Content Shall be
Published under Section 17.5.1.1

Exhibit D

Financial Capping

Exhibit E

Third Party App Stores to be Excluded For Services Under Section 17.5.1.2

Exhibit F

Third Party App Stores to Be Excluded For Services Under Section 17.5.1.3

Exhibit G

Third-Party App Stores Excluded for Services Under Section 17.6

Handster

Pocketgear

Opera

Handango

Slideme

Shop4Apps

Samsung

Ovi

MobiHand

Airtel

Androlib

Amazon

Appoke

Camangi Market

GetJar

Mobango

<http://singteldeveloper.cellmania.com>

<http://optusdeveloper.cellmania.com>

<http://3developer.cellmania.com>

<http://airteldeveloper.cellmania.com>

Aircel Games Store

BSNL App Store

<http://developers.pocketgear.com/>

<http://seller.samsungapps.com/>

<https://widget.vodafone.com/dev/my/profile>

<https://www.orangepartnerconnect.com/>

<https://developer.handango.com/>

<https://myapps.developer.motorola.com/>

<http://developer.verizon.com/>