AppEsteem™
Certifying apps for a better world

LICENSE AGREEMENT FOR SECURITY PARTNERS

This license agreement (this "Agreement") is entered into between you, _____, (the "security partner"), and us, AppEsteem Corporation. Under the terms of this Agreement, we are agreeing to provide you with information regarding certain vendors and their software applications that we have reviewed and are monitoring under our agreements with such vendors, and you are agreeing to work with us to recognize our "seal" of certified software applications from such vendors. The intention of this Agreement is to work with you to help protect the end user of these certified applications from unwanted or unexpected behavior.

1. **Your Agreement with Us.** Your access and use of the following information, which we refer to collectively as the "Data", is governed by the terms of this Agreement: (i) our Self-Regulating Client Library, including tools, documentation, and aggregated data from Certified Products within such Library (collectively referred to as "SRCL"), and/or (ii) certain other data (including their application forms and our evaluation records) regarding Validated Vendors and Certified Products, as such terms are defined below.

   The Data is being licensed to you under the terms of this Agreement, you do not own it nor are we selling it to you. By entering into this Agreement, you acknowledge and agree, and represent to us that: (i) you have read this Agreement, understand it, and agree to its terms, and, (ii) you are authorized to enter into this Agreement on behalf of your company and, by doing so, your company is bound by its terms (and references to you in this Agreement will also apply to your company). If you do not agree with the terms of this Agreement, or you are not authorized to enter into this Agreement on behalf of your company, then we are not willing to license the Data to you and your company, and you must not access or use the Data.

2. **Limited License and Restrictions.** Subject to the terms of this Agreement, we grant you a license to the Data only for your "business purposes" to protect end users from security and performance issues related to the behavior of certain software application products and vendors, and only as permitted by this Agreement. In the interest of clarification, your "business purposes" shall not include accessing Data from known or potential competitors with the intent or result of collecting any market intelligence or other information that could be used competitively against such party. Such usage is strictly prohibited by the terms of this Agreement, and violation of this provision will be deemed a material violation hereto. However, "business purposes" may include the use of such data, in an aggregated and anonymized format, in academic or industry research projects, with attribution to AppEsteem as the source of such data.

   Your license is non-exclusive, limited and non-transferable, and without the right to sublicense. You are not permitted to assign or distribute this license, the Data or this Agreement, to any third party without our prior written consent. You may not, and may not let anyone else, market, sell, distribute, lease, or loan the Data. You agree to comply with all applicable laws, regulations, and ordinances in performance of your obligations under this Agreement.

3. **Reservation of Rights.** We, or our licensors, exclusively and solely own all of the intellectual property rights, title, and interest in all of the ideas, patents, business processes, know-how, logos, text, images, data, code, and components of the Data. You will not, and you will not permit anyone

else to, reverse engineer or disassemble any of the components of Data, or SRCL itself, except to the limited extent this may be permitted by applicable law.

4. **Requirements; Notification of Non-Compliance; Remediation**. You agree to review certain requirements which we will use to certify a software product (the "Requirements"), and we welcome your comments and suggestions to the Requirements. A vendor that registers with us will become a "Validated Vendor," and a Validated Vendor's software application that successfully meets and maintains the Requirements will be "sealed" by us as a "Certified Product".

If we determine, in our sole discretion, that there has been an unreported material change to a vendor's validation information, or that their product no longer complies with the Requirements, we will provide you with notice about this non-compliance as soon as reasonably practicable. We will include details about the applicable deficiencies. In addition, we may take appropriate remedial actions against such vendor, consistent with our most-current remediation plan, which may include, but is not limited to:

    a. Revocation of the vendor's status as a Validated Vendor;

    b. Removal of the "seal" and certification;

    c. Notification to all of our Security Partners and others of such revoked status or de-certification (which may cause one or more of the Security Partners to place the product on the Security Partner's list of blocked companies or blocked products); and/or

    d. If the vendor is unwilling to correct, or cease distribution of, a de-certified product, we may deploy certain code (commonly referred to as a "kill switch") in SRCL with regard to such vendor's product, to prevent further distribution, use, or possession of the de-certified product.

You agree to review our remediation plan, and we welcome your comments and suggestions to this plan. All comments and suggestions to our Requirements and remediation plan should be submitted to us through our "comments" section of our website, and will be subject to our website terms of use.

5. **Good Faith Detection**. Once we designate a Certified Product, you agree to implement necessary processes and act in good faith to honor such designation and allow the Certified Product to pass through your detection without being generically blocked from operation. If you choose to not include these processes, and not honor the designation of a Certified Product in any one or more of your products or services, you agree to notify us.

You agree to not use the Data identifying a Validated Vendor or Certified Product as a basis for blocking or otherwise identifying such Vendor or Product, except with regard to:

    a. Our identification of a Certified Product as "consumer-only", in which case you may, at your option, block such product by your designated enterprise product; and

    b. A Validated Vendor's identification of the Certified Product as being limited to a specific category of end user (which may include a category of age appropriateness), in which case you may, at your option, block such product from other relevant specific categories, at the designation of the end user customer.

With the exception of the foregoing, you retain the right to block any product, including a Certified Product, for any actionable reason.

6. **Notification of Blocking**. If you block a Certified Product from an end user, you agree to notify us of such block as soon as possible, and in any event no later than concurrently with such block being effected, and provide us with the actionable reason for such block. You further agree to work with us and the blocked vendor to remediate the reason for your block.

7. **Information Regarding Unsealed Applications**. From time-to-time, we may receive reports through our anti-fraud investigative services that identify a vendor as distributing un-certified software that is potentially deceptive, misleading, or harmful to end users. In such cases, after independently confirming the accuracy of the underlying information, we may notify you. We will make commercially reasonable efforts to ensure that this information is accurate, but we will not instruct nor direct you to take any specific action with regard to this information. Your determination of any such action will be in your sole discretion.

8. **Updated Information**. You will enable systems to ensure that you have the current Data and keep your detection and other security technology updated with such information.

9. **Public Information**. As necessary and appropriate, you may notify your software vendors and consumers about the Requirements and designations (Validated Vendor or Certified Product) used pursuant to this Agreement. You and we may both publicly disclose the existence of this Agreement and the nature of the relationship between us. You and we each grant the other party a limited right and license to use our respective names and logos for this purpose only. Any use of a party's name and logo is subject to that party's usage guidelines and quality control procedures. You may not issue any press release or other public statement including information regarding the Data or a derivative of the Data, without our prior written consent. Neither we nor you may include any comment made by the other party or specifically referencing the other party, other than as set forth above, without such non-publishing party's prior written consent.

10. **PII.** You will not combine the Data with the Personally Identifiable Information ("PII") of any end user. PII includes such things as, a person's name, email address, phone number, social security number, driver's license number, credit card number, or any other information that would, directly or indirectly, identify a natural person. If you do inadvertently breach this provision, you will take all steps necessary to remediate the situation and prevent it from happening again. You will be liable to us for any breach of this requirement.

11. **Confidentiality**. Both you and we hereby acknowledge and agree that non-public proprietary information provided by us to you under this Agreement regarding the Data, and any information provided to the other by either party hereto that has been specifically marked and designated as "Confidential", will be deemed to be the respective party's "Confidential Information". You agree that the terms of this Agreement are AppEsteem Confidential Information. We both agree to hold each other's Confidential Information in strict confidence and will not disclose Confidential Information to any third party except as permitted by this Agreement. Each of us may only use other party's Confidential Information solely as permitted under this Agreement, and for no other purpose whatsoever. Without limiting the foregoing, you agree that all of the Data is AppEsteem Confidential Information, and you will not use the Data, any derivative of the Data, or any other of our Confidential Information, either directly or indirectly, to create or develop any product or service that is competitive with any of our products or service, and you agree not to permit anyone else to do so.

12. **Consideration**. The Data is provided by us to you for consideration consisting solely of your agreement to and compliance with the terms of this Agreement.

13. **Term and Termination, Survival**. This Agreement is effective as of the Effective Date set forth on the signature page hereto, and will continue until it is terminated. Either party may terminate this Agreement, without cause, for any or no reason, immediately upon written notice of termination to the other party. Either party may terminate this Agreement for cause, upon written notice to the other party, if the other party commits a material breach of this Agreement and does not cure such breach within thirty (30) days of its receipt of written notice of the breach from the non-breaching party. Upon termination, the license granted under this Agreement will terminate, and you must immediately stop using the Data and any Confidential Information, and destroy all copies of the same. Any terms of this Agreement that, by their nature, contemplate continuing effectiveness, including, without limitation, terms regarding payment obligations, confidentiality, ownership of intellectual property, license restrictions, disclaimer of warranties, limitations of liability, indemnity, and governing law and venue, will survive termination of this Agreement.

14. **Disclaimer of Warranties**. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, WE PROVIDE THE DATA, INCLUDING ALL INFORMATION, TECHNOLOGY, AND MATERIALS, UNDER THIS AGREEMENT "AS IS", WITHOUT ANY WARRANTY OF ANY KIND, WHETHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTIES OF TITLE, NON-INFRINGEMENT, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE. WE DO NOT CLAIM OR GUARANTEE THAT THE DATA WILL BE AVAILABLE TO YOU WITHOUT INTERRUPTION, OR WILL BE FREE FROM ISSUES, OR THAT ERRORS WILL BE CORRECTED. NO ADVICE PROVIDED BY US TO YOU WILL CREATE A WARRANTY OF ANY KIND UNDER ANY JURISDICTION.

15. **Limitation of Liability**. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, WE WILL NOT BE LIABLE TO YOU FOR ANY INTERRUPTION OR DAMAGE TO YOUR BUSINESS, OR FOR ANY INDIRECT, EXEMPLARY, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES ARISING FROM (OR RELATED TO) THIS AGREEMENT, OR YOUR USE OF THE DATA, RECOGNITION OF THE SEAL, OR OTHERWISE IN CONNECTION WITH THIS AGREEMENT. IN NO EVENT, UNDER ANY CIRCUMSTANCES, WILL OUR AGGREGATE LIABILITY TO YOU IN CONNECTION WITH THIS AGREEMENT, WHETHER FROM CONTRACT OR TORT OR OTHERWISE, EXCEED THE AMOUNT OF ONE HUNDRED ($100) US DOLLARS. THIS LIMITATION OF LIABILITY IS CRITICAL TO US, AND FORMS AN ESSENTIAL BASIS OF THIS AGREEMENT AND OUR RELATIONSHIP WITH YOU, AND WE WOULD NOT ENTER INTO THIS AGREEMENT ON THESE TERMS IF THE LIMITATIONS OF LIABILITY WERE NOT INCLUDED.

16. **Indemnity**. If there is any claim or other legal action brought against us relating to your use of the Data, or your breach of any of the terms of this Agreement, you agree to pay all liabilities, costs, damages, and expenses that we, and/or our officers, directors, employees, or agents, may be charged or otherwise incur in connection with that legal action. Notwithstanding the foregoing, we shall defend you against claims or other legal actions brought by third parties asserting that the Data as used and distributed in accordance with this Agreement directly infringes or misappropriates any third party intellectual property rights in the United States, and we will pay damages awarded against you (or the amount of any settlement we enter into or approve) with respect to such claims or legal action. Our foregoing obligation to defend and pay shall not apply to claims or actions relating to your failure to comply with this Agreement or provide us notice of the applicable claim or action.

17. **Severability, Waivers, Remedies Cumulative; Independent Contractors**. If any of the terms of this Agreement is judged to be illegal or unenforceable, then that term will be amended to a legal and enforceable term to best achieve the original intended effect of that term, and the other parts of the Agreement will still be applicable and not affected. If we waive any provision of this Agreement, or do not enforce it, we will not be deemed to have waived any other provision of this Agreement.

Our rights and remedies for breach of this Agreement are cumulative. Our relationship with you is solely that of independent contractors, and no agency, partnership (even though we use the word "partner", we are not entering into a legal partnership with you under this Agreement), employment, joint venture, or other relationship is established between us under this Agreement.

18. **Governing Law, Export**. You consent and agree that the laws of the State of Washington will govern this Agreement, and any disputes regarding this Agreement will be resolved exclusively in the courts of King County, Washington. You also agree that the provisions of the United Nations Convention on Contracts for the International Sale of Goods and of the Uniform Computer Information Transactions Act will not apply to this Agreement. You agree that you will not export your products that include our code to in violation of the export or import laws of the United States or any other jurisdiction.

19. **Complete Agreement; Amendments to this Agreement; Notices**. This Agreement, together with its exhibits and the other terms that are not included in the body of this Agreement but are specifically referenced above, form the complete and final Agreement between you and us regarding the subject matter of this Agreement, and supersedes and replaces any and all previous agreements between you and us, including without limitation any prior non-disclosure agreements. Notwithstanding the foregoing, if you have entered into a License Agreement for Product Vendors with us regarding the subject matter of this Agreement, such agreement is not merged herein, but remains in full force and effect in accordance with its terms. You understand and agree that we may modify or amend the terms of this Agreement at any time. If we make a change to this Agreement in the future, we will notify you in writing, and the change to the Agreement will become effective 30 days from the date of such notice, unless you notify us in writing that you do not agree to such change within that 30-day period, in which case this Agreement will automatically terminate as of the date that we receive your notice. You agree that we may provide all notices to you to the address listed on the signature page hereto, or electronically to the most recent email address you have provided. Notices will be effective upon receipt, and either you or we may change our address, including email address, for receipt of notices by giving notice to the other party.

20. **U.S. Government Licensees**. If you are entering into this Agreement on behalf of a department, branch agency or instrumentality of the United States Government, the following provision applies. The Data is comprised of "commercial items", "commercial computer software", and "commercial computer software documentation" as such terms are used in 48 C.F.R. 12.212 and are provided to the Government: (a) only with the limited rights as set forth in this Agreement; (b) for acquisition by or on behalf of civilian agencies, consistent with the policies set forth in 48 C.F.R. 12.212; or (c) for acquisition by or on behalf of units of the Department of Defense, consistent with the policies set forth in 48 C.F.R. 227.7202-1 and 22.7202-3.

21. **Contact Information**. You may contact Security Partner Support at AppEsteem seven days a week, 24 hours a day, to resolve any issue you may have with the Data or otherwise. Please use the contact information located on our website, and ensure that you have provided us with a similar contact at your company.

22. **Counterparts**. This Agreement may be executed in any number of counterparts, each of which when executed and delivered shall constitute a duplicate original, but all counterparts together shall constitute a single Agreement.

IN WITNESS WHEREOF, the parties' authorized representatives have executed this Agreement as of _____ (the "Effective Date").

AppEsteem Corporation	Security Partner
_____ **Dennis Batchelder** **President**	By:_____ Name:_____ Title:_____ Company:_____
Address for Notice Purposes: **AppEsteem Corporation** **655 156TH Ave, SE, Suite 275** **Bellevue, Washington USA 98007** **denbatch@appesteem.com**	Address for Notice Purposes: