**AppEsteem™**

Certifying apps for a better world

### LICENSE AGREEMENT FOR PRODUCT VENDORS

This license agreement (this "Agreement") is a binding contract between you, **[CUSTOMER NAME]**, and us, AppEsteem Corporation, and covers the terms of your access and use of our Self-Regulating Client Library and certain terms regarding vendor validation and product certification. In this Agreement, our use of the term "SRCL", collectively refers to: (i) our tools and documentation used for your access to our Self-Regulating Client Library, (ii) aggregated data from your products collected by or otherwise associated with such Library, and, (iii) for product vendors who have executed the Certification Agreement (described below), any tools or data that you or we have provided or obtained in connection with your validation and certification, as appropriate.

1. **Your Agreement with Us.** We are licensing SRCL to you under the terms of this Agreement – however, we are not selling SRCL to you, and you do not own it. When you access SRCL, you are agreeing and representing to us that: (i) you have read this Agreement, understand it, are entering into 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. 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 cannot license SRCL to you, and you must not access or use SRCL.

2. **Limited License; Restrictions.** Subject to the terms of this Agreement, we grant you a license to use SRCL only as permitted by this Agreement. Your license is non-exclusive, limited, and non-transferable, and without the right to sublicense, and you are not permitted to assign this license, or this Agreement, to any third party without our prior written consent. In addition, you may not, and may not let anyone else, market, sell, distribute, lease, or loan SRCL. Under the terms of this license, you may include the necessary code and notifications from SRCL in your products and web pages. However, you may not use SRCL to do anything that will harm the end user, or in any manner that has been designed to violate any applicable law. If we find evidence of such behavior, we will notify you. If you are unwilling to either correct or cease distribution of applications and web pages using SRCL, we will no longer provide SRCL data back to you, and we reserve the right to forward data identifying such behavior to our security partners or other third parties.

3. **Delivery.** We will provide you with access to SRCL through delivery of software code that will enable you to integrate our code on your web page and with your application. We will work with you to support this integration, but you will be solely responsible to test the integration of our code to ensure that your web page and application are not adversely affected and our code is implemented as it was designed by us. You are not permitted to modify or adjust our code during this integration or otherwise.

4. **Reservation of Rights.** We, or our licensors, exclusively and solely own all of the intellectual property rights, title, and interest in SRCL, including without limitation all of the ideas, patents, business processes, know-how, logos, text, images, data, code, and components. This intellectual property includes information that is collected from applications that you have linked to SRCL. You will not, and you will not permit anyone else to, reverse engineer or disassemble any of the components of SRCL, or SRCL itself, except to the limited extent this may be permitted by applicable law.

5. **Fees.** There is no cost to use SRCL – the sole consideration is your compliance with the terms of this Agreement. However, using SRCL only offers a small portion of the value AppEsteem can provide for you, and if you choose to execute our Certification Agreement and join our validation or certification program, there are fees that will apply. You can find the Certification Agreement and the most recent list of these fees on our website.

6. **Feedback and Contributions.** We value your experience with AppEsteem, and welcome you to share suggestions with us through our website about how we can improve SRCL, our requirements, and our validation and certification programs. While we may incorporate this feedback into our program, documentation, and operations under our website terms of use, we will not treat this feedback as constituting your endorsement of SRCL without your prior written consent.

7. **End User Agreements**. We want to ensure that your end users are properly informed about the inclusion of SRCL (and its capabilities and data collection) in your applications. Therefore, you must ensure that your products that use SRCL include a legally enforceable agreement between you and the end user that includes terms at least as protective of us as either: (i) the flow down terms we have attached as Exhibit A to this Agreement or, (ii) for your applications that have been certified, the flow-down terms attached to the Certification Agreement. If your end user agreement already includes these terms, or other terms that have the same legal effect, you can instead simply include the provisions that are unique to SRCL.

8. **Data Acquisition; Ownership; Usage**. Once you use SRCL in your application or web page, we will gather data from you and your end users. This data will include information about how the application is behaving on your end users' machines, and how those end users obtain and interact with the application, including IP addresses and other information transmitted by your end user's browser, the type of browser and operating system, their computer use, and information about how they reached the web page. It will also include their country, language, installation and uninstallation behavior, registries and file types (and related queries), machine name, operating system information, machine/user permissions, browser type and versions, and other non-personal data, which we deem necessary for us to protect end users from application fraud.

A current list of the specific data that we collect through SRCL will be listed on our website and provided to you together with the SRCL software kit. Although the data we will be collecting may change over time, we will not make any material changes without providing you with 90-days written notice. If you continue to use SRCL after the 90-day notice period, then you will be deemed to have accepted the changes.

We believe that this data will provide us, and you, with valuable analytics and other information about how your application operates on the end user's device, and also certain aspects of end user behavior. By entering into this Agreement, you acknowledge and agree that all of the data we collect, including through SRCL, and, as applicable, the validation and certification process under the Certification Agreement: (i) will be solely and exclusively owned by us, (ii) is deemed to be our confidential information under the terms of this Agreement, and (iii) may be used by us for any of our business purposes, without restriction and in our complete discretion. Any data that you receive from us under this Agreement or the Certification Agreement, including any data that we received from your web pages and end users, is part of SRCL and subject to the terms of this Agreement.

You may use the data we provide you from SRCL or otherwise solely for your internal business purposes. You may not distribute this data to any third party without our prior written consent. You agree and covenant that you will inform each of your end users about our collection of this data, and obtain their consent before SRCL begins such data collection. In addition, you agree and

covenant that you will comply with all applicable privacy laws, and other laws, that apply to notifications you must provide your end users.

9. **Compliance with Applicable Laws; Open Source**. By accessing SRCL, you are representing and warranting to us that you have all of the legal rights necessary to provide the products that include SRCL to your end users, to include any of our code with those products, and to provide us with access to the data described above. You may not combine or link SRCL with any open source software that could inhibit our intellectual property rights to SRCL, which are often referred to as "viral" or "copyleft" license agreements (for example, GPL or AGPL).

10. **PII**. We do not intend or wish to collect any personally identifiable information ("PII") from your end users through SRCL or otherwise. Therefore, you may not provide us with the PII of any end user. PII includes 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 provide such information to us, you will immediately notify us so that we can delete such PII, and you will take all steps necessary to remediate the situation and prevent it from happening again. If we independently determine that we have received any PII from you, we will promptly notify you and delete such PII, and 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**. You agree that the terms of this Agreement, and all of the non-public proprietary information we provide to you in connection with this Agreement, or that you obtain through SRCL, will be deemed to be our confidential information, and that you will hold this information in strict confidence and not disclose it to any third party except as permitted in this Agreement. You may only use our confidential information for purposes of this Agreement, and for no other purpose. In particular, you understand that you are prohibited from using our confidential information to either directly or indirectly create or develop any product or service that is competitive with any of our products or services, and you agree not to do so, or to permit anyone else to do so. You may only share our confidential information with your employees or contractors that have also agreed to keep it confidential. You are liable to us for any violation of confidentiality that is committed by any of those employees or contractors. Notwithstanding the fact that both you and we agree that all data derived from your web page and end users through SRCL is our confidential information, we agree that, unless: (i) a material provision of this Agreement has been violated by you, or (ii) such data is derived from a product that has been submitted to us for certification, we will not provide any such information to any third party in a manner that could readily identify the vendor, product, or source of such information, without your prior written consent.

12. **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. If you fail to follow or violate any terms in this Agreement, or, as applicable, the Certification Agreement, your license and this Agreement will automatically terminate without any prior notice from us. In addition, this Agreement can be terminated for convenience, by either you or us, with 30-days' advance written notice. Upon termination, you must immediately stop using SCRL, and destroy all copies you have of it. Any terms of this Agreement that, by their nature, contemplate continuing effectiveness, including, without limitation, the restrictions in Section 2, and Sections 4, 6 through 17, and 19, will survive termination of this Agreement. In addition, the termination of this Agreement: (i) will not terminate any end user agreements that you have properly entered into with your end users prior to the effective date of termination; those end user agreements will continue to be in effect, and the applicable terms of this Agreement pertaining to those end user agreements will also survive

termination; and (ii) will not affect or terminate any obligations you may have regarding remediation under the Certification Agreement.

13. **Disclaimer of Warranties**. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, WE PROVIDE SCRL, INCLUDING ALL DATA, TECHNOLOGY, AND MATERIALS (AND, INCLUDING ANY VALIDATION, CERTIFICATION, OR SEAL), UNDER THIS AGREEMENT ONLY ON AN "AS IS" AND "AS AVAILABLE" BASIS, 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 SRCL (INCLUDING ANY VALIDATION, CERTIFICATION, OR SEAL) 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.

14. **Limitations of Liability**. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, WE WILL NOT BE LIABLE FOR ANY INDIRECT, EXEMPLARY, SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR OTHER SIMILAR DAMAGES IN CONNECTION WITH SRCL (INCLUDING ANY VALIDATION, CERTIFICATION, OR SEAL) OR THIS AGREEMENT, INCLUDING ANY LOSS OF BUSINESS, PROFITS, DATA, OR GOODWILL OR INTERRUPTION OR WORK STOPPAGE. IN NO EVENT, UNDER ANY CIRCUMSTANCES, WILL OUR AGGREGATE LIABILITY IN CONNECTION WITH SRCL (INCLUDING ANY VALIDATION, CERTIFICATION, OR SEAL) OR THIS AGREEMENT, WHETHER FROM CONTRACT OR TORT OR OTHERWISE, EXCEED THE AMOUNT OF THE GREATER OF: (I) ANY FEES THAT YOU HAVE PAID TO US IN THE 12-MONTH PERIOD IMMEDIATELY PRECEDING THE LAST EVENT GIVING RISE TO LIABILITY, OR (II) ONE HUNDRED ($100) US DOLLARS. THESE LIMITATIONS OF LIABILITY ARE CRITICAL TO US, AND FORM 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.

15. **Indemnity**. If there is any claim or other legal action brought against us relating to your products, your business practices, your use of SRCL (including any validation, certification, or seal), your breach of any of the terms of this Agreement, your relationship with your end users, or our exercise of any remedial actions in connection with a certified or sealed (or de-certified and unsealed) application, or our decisions relating to our validation or certification program, then you will indemnify and pay us for all liabilities, costs, damages, and expenses that we, and/or our officers, directors, employees, or agents, may be charged or otherwise incur, including legal fees and expenses, in connection with that claim or legal action; provided, however, that such claim or legal action was not directly derived from our breach of a material provision of this Agreement. We shall defend you against claims or other legal actions brought by third parties asserting that SRCL 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 a combination of your product with SRCL (or our seal) or your failure to comply with this Agreement or provide us notice of the applicable claim or action.

16. **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 this 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, employment, joint venture, or other relationship is established between us and you under this Agreement.

17. **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 in violation of the export or import laws of the United States or any other jurisdiction.

18. **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. SRCL 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.

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 and applicable to you, such as terms included in the Certification Agreement, forms 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 Security Partners with us regarding the subject matter of this Agreement, such License Agreement for Security Partners 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 publicly post the change. Unless you specifically reject the revised terms within a 30-day period from the earlier of the date we send such notification to you or it is publicly posted, then you will be deemed to have accepted the change. 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. **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 _____, 20__ (the "Effective Date").

| APPESTEEM CORPORATION | LICENSEE:  [CUSTOMER NAME] |
|---|---|
| _____<br><br>**Dennis Batchelder**<br>**President** | By:_____<br><br>Name:_____<br><br>Title:_____ |
| Address for Notice Purposes:<br><br>**APPESTEEM CORPORATION**<br>**655 156ᵀᴴ AVE, SE, SUITE 275**<br>**BELLEVUE, WASHINGTON USA 98007**<br><br>**denbatch@appesteem.com** | Address for Notice Purposes: |

We want to ensure that your end users are informed about the inclusion of SRCL in your application, including the data that it may collect, and other actions it may take. To ensure that this information is shared, and that our intellectual property rights in SRCL are protected, you are required to include the following notifications to the end user, and protections to us, in your End User Agreements. If your End User Agreements already include these notifications and protections, you are not required to modify them; however, we note that some of these provisions may be unique to SRCL. Therefore, please include these unique provisions either as an addendum or incorporated into the body of your End User Agreement by using the language below, or adjusting this language to work with the language and tone of your End User Agreements.

Please note that the Certification Agreement includes separate flow-down terms to be used for Certified Applications. Please use the appropriate flow-down terms depending on your circumstance.

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This application includes code from AppEsteem Corporation (www.appesteem.com), which is a third-party certification service used by us to help monitor how our application is behaving on our end users' machines, and how our end users interact with our application (the "Code"). The Code will not collect any personally identifiable information ("PII") from your machine. However, it will collect non-PII about this application and your system, including your IP address, the type of browser and operating system you are using and information about how you reached the application web page, your country, language, installation and uninstallation behavior, registries and file types (and related queries), machine name, operating system information, machine/user permissions, browser type and versions, and other non-PII. Please review our Privacy Policy for more information.

The terms below relate to our inclusions of the Code in this application, and provide you with important information about the license you are receiving.

i. AppEsteem Corporation is hereby granting you a non-exclusive, non-sublicensable, non-transferable limited license ("License") to use the Code that is included in this application, in accordance with (and limited to the use permitted by) the license and terms in the application's End User Agreement (to the extent not inconsistent with this license). You may not use the Code for any purpose other than as expressly permitted in the End User Agreement and this license;

ii. Other than the rights expressly granted in this license, no other right is granted. You agree not to add to, subtract from or otherwise modify, translate, disassemble, decompile, reverse engineer, or create derivative works of the Code;

iii. The Code is being licensed to you, and not sold. No ownership of, or title to the intellectual property in, the Code is transferred to you. AppEsteem or its licensors owns and will retain all intellectual property rights in and to the Code;

iv. TO THE MAXIMUM EXTENT PERMITTED BY LAW, THE CODE IS PROVIDED "AS IS" WITHOUT 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. NO ORAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY APPESTEEM OR ITS AGENTS OR EMPLOYEES WILL IN ANY WAY INCREASE THE SCOPE OF THIS WARRANTY;

v.  YOU EXPRESSLY ACKNOWLEDGE AND AGREE THAT IN NO EVENT WILL APPESTEEM BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, CONSEQUENTIAL, OR EXEMPLARY DAMAGES, INCLUDING BUT NOT LIMITED TO, DAMAGES FOR LOST PROFITS, LOST BUSINESS OR LOST OPPORTUNITY, GOODWILL, OR OTHER INTANGIBLE LOSSES (EVEN IF APPESTEEM HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES) OR OTHER RELIEF ARISING OUT OF, OR RELATED TO, THE CODE OR YOUR INABILITY TO ACCESS THE APPLICATION BECAUSE OF ACTIONS TAKEN BY APPESTEEM IN CONNECTION WITH ITS AGREEMENT WITH THE LICENSOR OF THE APPLICATION OR OTHERWISE. BECAUSE SOME STATES OR JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR THE LIMITATION OF LIABILITY FOR DAMAGES, IN SUCH STATE OR JURISDICTIONS, OUR LIABILITY SHALL BE LIMITED TO THE EXTENT PERMITTED BY LAW;

vi.  Other than the terms of this license, and AppEsteem's relationship to you as a third-party beneficiary of the End User Agreement, your sole relationship with regard to this application, including the Code, is with the licensor of the application. You agree to bring any and all claims regarding the application (including, without limitation, claims regarding the Code, or AppEsteem's validation or certification of the application), solely against the licensor of the application and not to AppEsteem or its licensors, successors, or assigns;

vii.  AppEsteem is an intended third party beneficiary of the End User Agreement and may bring legal action directly against you to protect or enforce applicable rights, releases, waivers, and limitations; and

viii.  This license will terminate on the termination or expiration of the End User Agreement, and AppEsteem may also terminate this license at any time without notice. On termination of this license, you will discontinue all use of the Code.