



## Master Services Agreement

This Master Services Agreement (this “**Agreement**”) contains the terms and conditions related to your access to our certification programs and other services, and is an agreement between AppEsteem Corporation (“**AppEsteem**,” “**we**,” “**us**,” or “**our**”), and the entity you represent (“**you**” or “**your**”). You represent that you are lawfully able to bind the entity you represent and enter into this Agreement.

1. **Certification.** To become certified, each application (“**app**”) and service that you submit must comply with the terms of this Agreement, and with the current certification requirements that are applicable to such app or service (collectively, “**Certification Requirements**”). If certification is denied, you may re-apply at any time. If certification is approved, the version of the app or service you submitted will remain certified for up to one year, as long as it stays compliant with the Certification Requirements that it was certified against and the terms of this Agreement, and the version and features of the app or service do not change. You must submit your app or service for recertification: (i) before its certification expires, (ii) when you issue a new version, (iii) when you make any feature changes, or (iv) if your certified app or service violates any of the AppEsteem “**Deceptor Requirements**,” which are a subset of the Certification Requirements that we believe represent a minimum bar that all apps must meet to avoid deceptive and risky behaviors that could harm customers. We process certification applications in order of receipt. Apps and services that are submitted for certification with our Premium Services, described below, will receive priority in processing.

2. **Services.** In addition to certification, we offer other services (collectively, “**Services**”), which are listed in the current [Fee Schedule](#) (as it may be modified and amended from time-to-time, “**Fee Schedule**”). Fees for our Services (“**Fees**”) and additional terms and conditions are included in the Fee Schedule.

3. **Obligations and Restrictions.** For the term of this Agreement, you agree as follows:

(a) If there are any material changes to the information you have provided us that may impact your certification, such as a change in your ownership, or any changes to a certified app or service, including to the app or service’s name, signing certificate, functions, or version number, you will promptly notify us and understand that your certification will terminate if the app or service is not submitted for recertification.

(b) You will keep each certified app and service in continuous compliance with the Certification Requirements that it was certified against, the current Deceptor Requirements, and the terms of this Agreement.

(c) If you purchase our Services, you will timely pay the Fees set forth in the current Fee Schedule, and will provide complete and accurate information to ensure any Fees are calculated correctly.

(d) If you apply for certification or use our Services for any app or service, you will keep the list of apps and services you distribute, support, or have licensed to or from third parties (e.g., white labels) in connection with such app or service updated with us. You may request that this list be deemed as your “Confidential Information” under the terms of this Agreement. If we determine that any such app or service violates any one of the current Deceptor Requirements (a “**Deceptor**”), we will notify you, and we will generally wait 30 days from the date of such notification before we publicly designate the app or service as either an active Deceptor, or as a Deceptor that has been resolved. You agree to work in good faith to resolve any such Deceptor promptly after notification from us of its status. In some circumstances, we may publicly designate an app or service as a Deceptor without any prior notice, including if we determine: (a) that the entity behind such app or service had previously been notified that the behavior violated a Deceptor Requirement; (b) that the behavior in question may cause substantial harm to consumers; or (c) if the suspected Deceptor is brought to our attention by a security company or other third party.

(e) If we notify you that any app or service you distribute, support, or have licensed to or from any third parties (e.g., white labels) is a Deceptor, you will work in good faith to resolve any such Deceptor promptly after notification from us of its status.

(f) If you purchase “Committed” Services, you agree to work with us to identify all apps you will submit to us for certification, and to submit such apps and pay the related Fees for the minimum “Commitment Period” (as such terms are defined in the Fee Schedule).

(g) You will not sell, or authorize the sale of, any white-labeled or other generically marked app or service that is similar to, or could reasonably be confused with, any of your certified apps or services, without our preauthorized written consent.

(h) You will not use any certified app or service, any data provided or obtained under this Agreement, our logo or certification icon, or association of your company with us, to do anything that, in our reasonable opinion, is likely to harm or deceive consumers or us, or in any manner that has been designed to violate any applicable law. If we find evidence of such behavior, we will notify you and, if you fail to correct or cease such behavior, we reserve the right to immediately terminate the certification of any app or service, and this Agreement, and to disclose information about such behavior that identifies you (including Confidential Information) to third parties.

4. **Limited Licenses and Reservation of Rights.** Upon our certification of your app or service under this Agreement, we grant you a limited, non-exclusive, non-sublicensable, and non-transferable license to use the AppEsteem logo and certification icon. You may include the logo and icon in any offers for a certified app or service (e.g., the landing page, shopping cart, etc.). Your right to use our logo will terminate with respect to any app or service if it ceases to be certified. Any use of our logo and icon: (i) must not be misleading as to which of your apps or services have been certified, and (ii) must follow our current [Logo Usage Guidelines](#). All goodwill derived from your use of our logo and icon will inure to our benefit.

5. **Data Collection and License.** In connection with our monitoring of your company and certified apps and services, we may collect various types of information, including: (i) “**Public Data**,” which includes any and all information that you provide or we collect in connection with your current, past, or pending certification (other than “Secured Data,” defined below), and through your interaction with our website (including the registration of any apps or services on our website); and (ii) “**Secured Data**,” which includes information about you or your apps and services that we collect from: (a) you regarding an app or service covered by our “Premium Services” (as defined in the Fee Schedule), other than data you submit through our website in conjunction with your application for certification, recertification, or registration, (b) your compliance partner (an expert you have engaged to help your app or service meet our Certification Requirements, that is listed on our website as a “compliance partner”), and (c) a member of our Better World Network that is currently or has previously provided support services or apps for your certified app or service (e.g., a call center or payment processor). You hereby grant us a non-exclusive, worldwide, transferrable, irrevocable, royalty-free license to reproduce, distribute, publicly display, provide access to, make, create derivative works, and use the Public Data and Secured Data solely to the extent necessary for us to perform our obligations or exercise our rights under this Agreement. Consistent with the provisions of Section 13 herein, you further consent and agree to our collection of such information, and upon request, to provide a Consent for Release of Information to any compliance partner, or party within our Better World Network, with whom you do business.

6. **Restrictions on Our Use of Data.** We agree to restrict our use of Public and Secured Data as follows: (i) we may use or disclose Public Data and Secured Data in any form for any of our internal business purposes, without restriction and in our complete discretion; (ii) we may use or disclose Public Data, and anonymized Secured Data, for any of our business purposes, without restriction and in our complete discretion; and (iii) we may otherwise only disclose Public Data or Secured Data to a third party in a form that is not anonymized to provide such information back to you, to provide Secured Data to certain security companies, and otherwise as set forth in this Agreement. We generally provide Public Data under our [Terms of Use](#) and [API License Agreement](#), and Secured Data under our [Secured Data License Agreement](#). These agreements provide restrictions on use of the Data, are available on our website at <http://appesteem.com/documents.html>, and may be modified and

amended by us in our sole discretion without notice to you. Although we request that security companies agree to these terms, we do not control and have no liability to you or any party for the determination or action of any other entity.

**7. Termination of Certification; Appeal.** If we suspect or have determined that your certified app or service no longer complies with the Certification Requirements that it was certified against, we will notify you, and you agree to promptly resolve the non-compliance. If you do not resolve such non-compliance to our satisfaction, we may terminate your certification and this Agreement, in our sole discretion. If you have acquired Premium Services for a certified app or service, and such services are in effect on the date of our termination of the certification for such app or service, and you believe, in good faith, that our decision to terminate such certification was: (i) based on incorrect information, (ii) inconsistent with the terms of this Agreement, or (iii) otherwise in error, you may, within 10 days of our first notice of termination, file a request for appeal of our decision, which must describe in detail the basis for your appeal. Upon receipt of your request, we will contact you and, if we cannot reach agreement on your appeal, we will move your appeal to an arbitration body. The arbitration body will be comprised of a panel of no fewer than three individuals, in which one arbitrator will be selected by each of you and us, and those two arbitrators will select the third arbitrator. You will be presumptively responsible for all arbitration costs and fees, but the arbitration body may assign such fees, in its sole discretion, to the losing party as part of its final determination. We may indicate on our website or otherwise provide notification to third-parties that your certification has been terminated, and that you are appealing termination.

**8. Term and Termination; Survival.** This Agreement is effective as of the date you have electronically or manually agreed to its terms, and will continue until it is terminated. Either party may terminate this Agreement: (i) for any or no reason upon 30-days' advance written notice to the other party; or (ii) immediately, if the other party materially breaches this Agreement and does not cure such breach within five business days of written notice of the breach from the non-breaching party. If you have purchased Committed Services, and terminate this Agreement prior to completion of your Commitment Period, you must pay all Fees due for such Commitment Period on termination of this Agreement. Any terms of this Agreement that, by their nature or express terms, contemplate continuing effectiveness, including, without limitation, relevant terms set forth in Section 3(h), and Sections 5 – 14 will survive termination of this Agreement. On termination, the certification of any of your apps and services, and all licenses granted to you hereunder, will cease. You understand and agree that we will retain ownership of and rights to use the Public Data and Secured Data after termination of this Agreement.

**9. Disclaimer of Warranties.** TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, OUR LOGO AND ICON, CERTIFICATION, AND OUR SERVICES, ARE PROVIDED BY US ON AN "AS IS" AND "AS AVAILABLE" BASIS, WITHOUT ANY REPRESENTATIONS OR WARRANTY OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHER, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTIES OF TITLE, NON-INFRINGEMENT, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE, THE ABSENCE OF LATENT OR OTHER DEFECTS, ACCURACY, OR THE PRESENCE OR ABSENCE OF ERRORS WHETHER OR NOT KNOWN OR DISCOVERABLE, OR THAT ANY SUCH ERRORS WILL BE CORRECTED. WE DO NOT CLAIM OR GUARANTEE THAT OUR LOGO OR ICON, CERTIFICATION, OR OUR SERVICES WILL BE AVAILABLE TO YOU WITHOUT INTERRUPTION, AND NO ADVICE, INCLUDING THROUGH OUR SERVICES, PROVIDED BY US TO YOU WILL CREATE A WARRANTY OF ANY KIND UNDER ANY JURISDICTION. WHERE AND TO THE EXTENT DISCLAIMERS OF WARRANTIES ARE NOT ALLOWED IN FULL OR IN PART, ALL OR PART OF THIS DISCLAIMER MAY NOT APPLY TO YOU.

**10. Limitations of Liability.** TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, WE WILL NOT BE LIABLE FOR ANY INDIRECT, EXEMPLARY, SPECIAL, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, OR OTHER SIMILAR DAMAGES IN CONNECTION WITH OUR LOGO OR ICON, CERTIFICATION, THIS AGREEMENT, OR OUR SERVICES, INCLUDING FROM TERMINATION OF ANY OF THE FOREGOING, AND 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 OUR LOGO AND ICON, CERTIFICATION, THIS AGREEMENT, AND OUR SERVICES, INCLUDING FROM TERMINATION OF ANY OF THE FOREGOING, WHETHER FROM CONTRACT OR TORT OR OTHERWISE, EXCEED THE GREATER OF ANY AMOUNT

PAID BY YOU TO US UNDER THIS AGREEMENT IN THE THREE-MONTH PERIOD PRIOR TO THE INCIDENT THAT GAVE RISE TO THE LIABILITY, OR ONE HUNDRED (\$100) U.S. DOLLARS. THESE LIMITATIONS FORM AN ESSENTIAL BASIS OF THIS AGREEMENT, AND WE WOULD NOT ENTER INTO THIS AGREEMENT ON THESE TERMS, IF THESE LIMITATIONS OF LIABILITY WERE NOT INCLUDED.

**11. Confidentiality. "Confidential Information"** includes information about you, or your business, technology, or customers, that you provide to us that: (a) is not Public Data or Secured Data, and (b) prior to our receipt of such information: (i) you have requested in writing that the information be held by us as "Confidential Information," (ii) we have agreed in writing to such request, and (iii) if the information is in writing, it is marked with the word "Confidential." Confidential Information will not include any information that: (a) is or later becomes publicly available for reasons other than breach of this Agreement by us; (b) is obtained by us without restriction on further use or disclosure from a third party without a breach of such third party's obligations of confidentiality; or (c) is independently developed by us without use of or reference to your Confidential Information. We will take reasonable measures to protect the secrecy of and avoid disclosure and unauthorized use of the Confidential Information, and will use the Confidential Information only for the purpose of performing our obligations and exercising our rights under this Agreement (including as set forth in Sections 3(h), 5, and 6), and for no other purpose, except with your prior consent. We may disclose Confidential Information to the extent required by law or valid order of a court or other governmental authority.

**12. Governing Law; Severability; Waivers; Headings; Remedies Cumulative; Independent Contractors.** This Agreement is governed by Washington law, without regard to its conflict of laws principles. The United Nations Convention on Contracts for the International Sale of Goods will not apply to this Agreement. Any action to enforce this Agreement must be brought in the federal or state courts sitting in the State of Washington. The invalidity or unenforceability of any term of this Agreement in any situation in any jurisdiction shall not affect the validity or enforceability of the remaining terms or the validity or enforceability of such term in any other situation or in any other jurisdiction. Our failure or delay to enforce any provision of this Agreement will not constitute a waiver, and any waiver of a breach or default shall not be construed as a waiver of a subsequent breach or default. The headings contained in this Agreement shall not be considered in the interpretation 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.

**13. Compliance with Laws; Personal Data.** Each party will comply with all applicable laws in the performance of its obligations and exercise of its rights under this Agreement. If you include our electronic seal in your certified app, you will not export, re-export, or provide access in any manner to such seal to any country, person, or entity subject to United States export restrictions or export restrictions of any country. Without limiting the generality of the foregoing, you will comply with all applicable privacy and data protection laws and regulations with respect to your use, collection, transmission, or other processing of all data (including Public Data and Secured Data) under this Agreement. Specifically, you agree that you will not provide any "Personal Data" to us in any form, other than as necessary to effect the execution and performance of, and notices under, this Agreement. For the purposes of this Agreement, "**Personal Data**," means any information relating to an identified or identifiable natural person. You agree that if you provide any Personal Data to us in error, you will notify us immediately so we can delete such data, and you will be liable to us for any damages suffered by us for a violation of this Section 13. You represent, warrant, and covenant that our collection, use, disclosure, and processing of all data under this Agreement (including Public Data, Secured Data, and any Personal Data) does not and will not violate any applicable law to which you are subject (including applicable privacy and data protection laws and regulations) and will not violate the terms of your privacy policy, terms of use, or any contract to which you are bound, and you hereby provide us all rights, title, and license to all such data, consistent with the terms of this Agreement.

**14. Complete Agreement; Amendments.** This Agreement, together with its exhibits, the Fee Schedule, the Deceptor Requirements, and the Certification Requirements (as each such document may be updated from time to time and which are each incorporated herein by reference), forms the complete and final agreement between

you and us regarding the subject matter hereof and thereof, and supersedes and replaces any and all previous agreements between you and us regarding the same. If there is any conflict between the terms of this Agreement, and the terms contained in any exhibits or document incorporated herein by reference, the terms of this Agreement shall control. We may modify or amend the terms of this Agreement, its exhibits, or any documents incorporated herein by reference, in the future. If we make a material change to this Agreement, its exhibits, or any documents incorporated herein by reference (including the Certification or Deceptor Requirements), we will provide public notification of the change, and it will become effective and binding upon you 30 days after such notification. If you need more than 30 days to comply with such change, you may send a written request for an extension to [legal@appesteem.com](mailto:legal@appesteem.com), which request will not be unreasonably denied.

**15. Assignment; Notices; Signatures.** You may not assign this Agreement without our prior written consent. Both parties hereto agree to receive electronic notices from the other party, which must be sent by email to us at [legal@appesteem.com](mailto:legal@appesteem.com), and to you at the email account(s) you have registered with us. Notices are effective on the date sent. This Agreement may be executed in counterparts, each of which shall be an original and together shall constitute a single agreement. Such execution may be satisfied by procedures we may establish from time to time for execution and delivery of any documents, including, without limitation, the “click-through” acceptance through a website we maintain, which will have the same force and effect as a manual signature.