



## SECURED DATA LICENSE AGREEMENT

This license agreement (this “**Agreement**”) is entered into between you (the licensee) and us (AppEsteem Corporation). Under the terms of this Agreement, we are agreeing to provide you with information regarding certain vendors and their software products and services that we have reviewed and are monitoring under our agreements with such vendors, and you are agreeing to the terms herein. To enter into this Agreement, you must have previously executed the [API License Agreement](#) with us, and have access to our Public Data under our [Terms of Use](#).

1. **Your Agreement with Us.** Your access and use of our “Secured Data” is governed by the terms of this Agreement. “**Secured Data**” includes the APIs, sample code, and tools for access to our Self-Regulating Client Library (“SRCL”), documentation and aggregated data within and related to SRCL, and other information we provide to you regarding certified products, certified product vendors, and “Deceptors” that is not “Public Data.” “**Public Data**” refers to information provided under our [Terms of Use](#) regarding our Certification and Deceptor programs, including names of vendors we have validated, software products we have certified, our electronic “seal” data to identify certified products, products and services we believe have engaged in deceptive activities, which we call “**Deceptors**,” and products and services that are not Deceptors, additional supporting data regarding our analysis of the foregoing, updated lists of the foregoing (for live checks and updates), information regarding de-certification of certified products, and general communications regarding our Certification and Deceptor programs.
2. **Limited License and Restrictions.** Subject to the terms of this Agreement, we grant you a license to the Secured Data only for your “business purposes,” to use in your discretion to help protect end users from security and performance issues related to the behavior of certain software application products, services, and vendors, and only as permitted by this Agreement. In the interest of clarification, your “**business purposes**” shall not include accessing Secured 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 Secured Data, or this Agreement, to any third party without our prior written consent, except as otherwise set forth in Section 14 hereto. You may not, and may not let anyone else, market, sell, distribute, lease, or loan the Secured Data. You agree to comply with all applicable laws, regulations, and ordinances in performance of your obligations under this Agreement. The Secured Data is being licensed to you under the terms of this Agreement, you do not own it nor are we selling it to you.

3. **Reservation of Rights.** We, or our licensors, exclusively and solely own 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 SRCL and the Secured Data. You will not, and you will not permit anyone else to, reverse engineer or disassemble any of the components of SRCL or the Secured Data, except to the limited extent this may be permitted by applicable law.

4. **PII.** The Secured Data we provide through SRCL will include aggregated behavioral data about the subject product or service, anonymized as to the end user. We will make commercially reasonable efforts to ensure that it does not include any 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. In some jurisdictions, PII also includes IP addresses and device identifiers, which is data we collect as part of the web request to our server infrastructure, but delete promptly and do not distribute in the Secured Data. If we do provide such information, we will remediate the situation and prevent it from happening again. You also agree to not use or combine the Secured Data with any PII of any end user, and if you do inadvertently breach this provision, you will remediate the situation and prevent it from happening again.
5. **Confidentiality.** For the purposes of this Agreement, “**Confidential Information**” means any information disclosed by either party to the other party, either directly or indirectly, in writing or orally, which is designed in writing as “Confidential,” “Proprietary,” or some other similar designation. Confidential Information will not include any information that (1) was publicly known and made generally available in the public domain prior to the time of disclosure by the disclosing party; (2) becomes publicly known and made generally available after disclosure by the disclosing party to the receiving party through no action or inaction of the receiving party; (3) is already in the possession of the receiving party at the time of disclosure by the disclosing party; (4) is obtained by the receiving party from a third party without a breach of such third party’s obligations of confidentiality; (5) is independently developed by the receiving party without use of or reference to the disclosing party’s Confidential Information; or (6) is required by law to be disclosed by the receiving party, provided that such receiving party gives the disclosing party prompt written notice of such request as soon as practicable prior to such disclosure, if such notice is legally permissible.

Both you and we hereby acknowledge and agree that the Secured Data, and any non-public proprietary information regarding the Secured Data and SRCL provided by us to you under this Agreement, will be deemed to be our Confidential Information.

Each party will take at least those measures that it takes to protect its own most highly confidential information, but in no event less than reasonable measures, to protect the secrecy of and avoid disclosure and unauthorized use of the Confidential Information of the other party. Both parties hereto will only share the other party’s Confidential Information with such party’s employees or contractors that have also agreed to keep it confidential. You understand that you are prohibited from using our Confidential Information (e.g. the Secured Data and SRCL) or the Public Data to either directly or indirectly create or develop any product or service that is competitive with our Deceptor or Certification programs, and you agree not to do so, or to permit anyone else to do so.

6. **Consideration.** The Secured Data is provided by us to you for consideration consisting solely of your agreement to and compliance with the terms of this Agreement.
7. **Term and Termination, Survival.** This Agreement is effective as of the earlier of the date you have agreed to its terms, or the date of your first access to SRCL, and will continue until it is terminated. Either party may terminate this Agreement, without cause, for any or no reason, upon 10-days’ advance written notice of termination to the other party. In addition, 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 five business 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 Secured Data and SRCL, and both you and we must immediately stop using any Confidential Information of

the other party and destroy all copies of the same. Any terms of this Agreement that, by their nature, contemplate continuing effectiveness, including, without limitation, terms regarding 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.

8. **Disclaimer of Warranties.** TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, WE PROVIDE THE SECURED DATA AND ACCESS TO SRCL UNDER THIS AGREEMENT ONLY ON AN AS-IS AND AS-AVAILABLE BASIS, WITHOUT ANY REPRESENTATIONS OR WARRANTY OF ANY KIND COVERING THE SECURED DATA OR SRCL, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHER, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTIES OF TITLE, NON-INFRINGEMENT, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE, ABSENCE OF LATENT OR OTHER DEFECTS, ACCURACY OR THE PRESENCE OR ABSENCE OF ERRORS WHETHER OR NOT KNOWN OR DISCOVERABLE, OR THAT ERRORS WILL BE CORRECTED. WE DO NOT CLAIM OR GUARANTEE THAT THE SECURED DATA OR SRCL WILL BE AVAILABLE TO YOU WITHOUT INTERRUPTION, AND NO ADVICE 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, THIS DISCLAIMER MAY NOT APPLY TO YOU.
9. **Limitation of Liability.** TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, WE WILL NOT BE LIABLE TO YOU UNDER ANY LEGAL THEORY (INCLUDING, WITHOUT LIMITATION, NEGLIGENCE) OR OTHERWISE FOR ANY INTERRUPTION OR DAMAGE TO YOUR BUSINESS, OR FOR ANY INDIRECT, EXEMPLARY, SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR OTHER DAMAGES ARISING FROM (OR RELATED TO) THIS AGREEMENT, OR YOUR USE OF THE SECURED DATA, SRCL, OR OTHERWISE IN CONNECTION WITH THIS AGREEMENT, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSSES, COSTS, EXPENSES OR DAMAGES. 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.
10. **Indemnity.** The parties hereto agree that upon execution of this Agreement, neither party will be obligated to indemnify the other for use of the Public Data or Secured Data, or for any other purpose with regard to this Agreement.
11. **Equitable Remedy.** Any material breach of this Agreement by you, or your directors, officers, employees, affiliates, or other representatives may cause immediate and irreparable harm, for which monetary damages would be inadequate or difficult to ascertain. You therefore agree that upon the existence of any such breach or threatened breach, we may immediately seek a temporary restraining order or other appropriate form of equitable relief, without posting a bond or other form of security, from any court having jurisdiction over the matter. This paragraph will not limit our rights to obtain monetary damages in addition to or as substitution for such equitable relief.
12. **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 delay in enforcement of a provision, or if we do not enforce it at all, we will not be deemed to have waived any other provision of this Agreement, or the same provision with respect to a subsequent event or occurrence. 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 under this Agreement.

13. **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 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.
14. **Complete Agreement; Assignment; Amendments to this Agreement.** 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. Notwithstanding the foregoing, with the exception of the Indemnification Section set forth above, which covers the terms of Indemnification for both the Secured Data and Public Data, any access and use of the AppEsteem Public Data shall remain under the [Terms of Use](#), which terms are incorporated herein by reference, and any access of such Public Data through our APIs shall remain subject to the [API License Agreement](#), which terms are also incorporated herein by reference. The parties hereto may assign this Agreement to a successor in interest in connection with the merger, acquisition, reorganization, or sale of all or substantially all of such party's assets. This Agreement will be binding upon and will inure to the benefit of the parties and their respective successors and assigns. 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.
15. **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 Secured Data and 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.
16. **Contact Information.** You may contact Security Company Support at AppEsteem seven days a week, 24 hours a day, to resolve any issue you may have with the Secured Data, SRCL, 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, and keep such contact information updated. All notices and other communication required or permitted under this Agreement must be in writing and sent by reasonable means to the email address of the other party, using the last contact information provided under this Section. Such notice will be deemed to have been given when delivered, or, if delivery is not accomplished by some fault of the addressee, when tendered.