



SRCL LICENSE AGREEMENT

This license agreement (this “**Agreement**”) is a binding contract between you (the licensee) and us (AppEsteem Corporation), and covers the terms of your access and use of SRCL (defined below) and our collection of information through SRCL. This Agreement applies only to the specific software product you have applied to obtain an SRCL Seal for when you accept this Agreement. You must execute a separate Agreement for each new SRCL Seal you obtain to link a separate software product to SRCL. In this Agreement, we are licensing certain tools and data related to SRCL to you, and acquiring SRCL Data from you. We are not selling SRCL to you, and you do not own SRCL.

1. Definitions.

- a. **Certified Product:** A product that we have determined meets the AppEsteem Certification Requirements, and is distributed with a valid certification seal under the terms of the AppEsteem Certification Agreement.
- b. **Confidential Information:** 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.
- c. **Effective Date:** The date on which you have electronically agreed to the terms of this Agreement.
- d. **End User Agreement:** A legally enforceable agreement between you and your Sealed Product customer.
- e. **PII:** Personally identifiable information, which may include 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 certain jurisdictions, IP addresses and device identifiers are deemed to be PII.
- f. **Sealed Product:** A single software product and the related data relating to such software product on your web page(s) that has been integrated with the SRCL Seal.
- g. **Security Company:** A company that provides security-related (e.g., anti-virus) software or services that block or permit installation or use of software products on its customers’

devices, or makes recommendations to its customers about risks of using or installing software products.

- h. **Significant Change:** A material or significant change in information relating to a previously reported fact, which may include, but is not limited to: (i) any change to the name of the Sealed Product; (ii) new signing certificate being assigned to the Sealed Product; or (iii) a change in the major version number of the Sealed Product.
 - i. **SRCL:** The AppEsteem Self-Regulating Client Library, including our tools and documentation used for access to SRCL, and the SRCL Data.
 - j. **SRCL Data:** All data collected by us in SRCL from your software products, web pages, and customers, under the terms of this Agreement.
 - k. **SRCL Seal:** Software code that is installed in a Sealed Product to electronically connect such product and webpage to SRCL.
 - l. **Validated Vendor:** A software vendor that has registered with us and been approved to submit a software product to us for certification.
2. **Limited License; Restrictions.** Subject to the terms of this Agreement, we grant you a license to use SRCL (including the SRCL Seal) only as permitted by this Agreement only in connection with the applicable Sealed Product and for the term of this Agreement. Your license is non-exclusive, limited, and non-transferable, and without the right to sublicense. In addition, you may not, and may not let anyone else, market, sell, distribute, lease, or loan SRCL (including the SRCL Seal). Under the terms of this Agreement, you may include the SRCL Seal in the Sealed Product. We will honor your use of the SRCL Seal for the Sealed Product unless there is a Significant Change to the Sealed Product or this Agreement terminates, as set forth below.

You may not use SRCL (including the SRCL Data and the SRCL Seal) to do anything that, in our opinion, is likely to harm or deceive the consumer 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. If you are unwilling to either correct or cease distribution of the Sealed Product that evidences such behavior, you are no longer authorized to use SRCL, you must cease to use the SRCL Seal, and we reserve the right to immediately terminate this Agreement and forward data (including SRCL Data) identifying such behavior to Security Companies or other third parties.

3. **Delivery.** We will provide you with tools, including software code, that will enable you to integrate the SRCL Seal with your software products and web pages. The sample code for integrating your product with SRCL will be provided to you under separate license, namely, the MIT License. We will work with you to support this integration, but you will be solely responsible to test the integration of the SRCL Seal to ensure that the Sealed Product is not adversely affected and our code is implemented as it was designed by us.
4. **Reservation of Rights.** We, or our licensors, exclusively and solely own all the intellectual property rights, title, and interest in SRCL, including without limitation all copyright, trade secret rights, ideas, patents, business processes, know-how, logos, text, images, data, code, and components. This intellectual property includes information that is collected from the Sealed Product. You will not, and you will not permit anyone else to, reverse engineer, decompile, or disassemble any of the components of SRCL.
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. 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 our company without your prior written consent.
7. **End User Agreements.** We want to ensure that your customers are properly informed about the inclusion of the SRCL Seal, and provide the required approval for the related data collection through SRCL in your software products. Therefore, you must ensure that the Sealed Product includes an End User Agreement that has terms at least as informative and protective of us as the flow down terms we have attached as [Exhibit A](#) to this Agreement. If your End User Agreement already includes these terms, or other terms that have the same informational and legal effect, you can instead simply include any provisions that are unique to this Agreement. Please note that if you become a Validated Vendor and have a Certified Product, these terms must include additional information about your certification, as set forth in the Certification Agreement.
8. **Data Acquisition and Ownership.** Once you include the SRCL Seal in your software products or web pages and link to SRCL, we will collect the SRCL Data regarding how the software product is behaving on the customer's machine, and how customers obtain and interact with the software product. The SRCL Data that we collect may include, but is not limited to, IP addresses and other information transmitted by your customer's browser, the type of browser and operating system, their computer use, and information about how they reached the web page, the customer's location, 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 data which we deem necessary for us to protect consumers from fraud. Although these categories of SRCL Data that we collect may change over time, we will not make any material changes to such categories without providing 90-days written notice to you. If you continue to use SRCL after this 90-day period, then you will be deemed to have accepted these changes.

We believe that our use of the SRCL Data will provide us, and you, with valuable analytics and other information about how your software product operates on the customer's device, and certain aspects of customer behavior. By entering into this Agreement, you acknowledge and agree that SRCL (including all of the SRCL Data) is and will be: (i) solely and exclusively owned by us, and (ii) deemed to be our Confidential Information under the terms of this Agreement. In addition, you acknowledge that we will use our internal algorithms and processes to compile the SRCL Data in a database regarding your and your customer's behavior, and that the SRCL Data and such database is part of SRCL and subject to the terms of this Agreement.

9. **PII.** We will not intentionally collect any PII from your customers in the SRCL Data or otherwise, other than IP addresses and device identifiers, which may be considered PII in certain jurisdictions. You may not provide us with the PII of any customer (other than IP addresses and device identifiers), and you must comply with all applicable privacy rules and regulations regarding notification and use of any data that we collect. If you do inadvertently provide PII to us, you must 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 (other than IP addresses and device identifiers), 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 term.

10. SRCL Data Usage and Restrictions. You acknowledge and we agree that we may use the SRCL Data as follows:

- a. We may use the SRCL Data in any form for any of our internal business purposes, without restriction and in our complete discretion.
- b. We may disclose the SRCL Data in aggregated and anonymized form for any of our business purposes, without restriction and in our complete discretion. With regard to this provision, the SRCL Data will be anonymized with respect to the source, end user, and vendor that such data is associated with.
- c. We will not disclose any SRCL Data to any third party in any form that is not aggregated or anonymized, for any purpose, except as follows:
 - i. To provide such information back to you;
 - ii. As set forth in Section 1, with regard to disclosure of otherwise Confidential Information that is required by law;
 - iii. As set forth in Section 2, with regard to your use of SRCL to do anything that, in our opinion, is likely to harm or deceive the consumer or us, or in any manner that has been designed to violate any applicable law; and
 - iv. If you have entered into the Validation Agreement or Certification Agreement, we may make such additional disclosures and uses of the SRCL Data as set forth in such Agreements.
- d. SRCL (including the SRCL Data), is deemed to be our Confidential Information.
- e. We agree to provide certain SRCL Data to you about the Sealed Product, and such SRCL Data may be used by you solely for your internal business purposes. You agree and covenant that you will:
 - i. Inform each of your customers about our collection of the SRCL Data, and obtain their consent before the SRCL Seal is installed on their device and begins such data collection.
 - ii. Comply with all applicable privacy laws, and other laws, that apply to notifications you must provide to your customers, including regarding the SRCL Data we are collecting.
 - iii. Not distribute any data you obtain from SRCL to any third party without our prior written consent.

11. 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 Sealed Product to your customers, to include the SRCL Seal with the Sealed Product, and to provide us with the SRCL Data. You may not combine or link SRCL, including any access tools or code, with any open source software that could inhibit our intellectual property rights to SRCL, which are often referred to as “copyleft” license agreements (for example, GPL or AGPL) and that: (a) requires, as a condition of its use, modification, and/or distribution, that other software code incorporated into, derived from, or distributed with such software code be (i) disclosed or distributed in source code form; (ii) licensed for the purpose of making modifications or derivative works; or (iii) redistributable at no charge; or

(b) otherwise imposes or could materially restrict our right or ability to control downstream use, modification, or distribution of SRCL.

12. **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. SRCL, which includes the SRCL 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.

13. **Term and Termination; Assignment; Survival.** This Agreement is effective as of the Effective Date, and will continue until expiration of the applicable SRCL Seal, or its earlier termination. If you fail to follow or if you violate any terms in this Agreement, your license, the SRCL Seal, and this Agreement may automatically terminate without any prior notice from us. In addition, this Agreement can be terminated for convenience, by either you or us, with 10-days' advance written notice. Upon termination, you must immediately stop using SCRL, including the SRCL Seal and the SRCL Data, and you must destroy all copies you have of the SRCL Seal, SRCL Data, or other Confidential Information. You acknowledge and understand that we will retain ownership in the SRCL Data after termination of this Agreement, and that we will continue to acquire ownership rights in SRCL Data from your products that continue to include the SRCL Seal under the surviving terms of this Agreement, and may continue to access and use such SRCL Data consistent with the terms of this Agreement.

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.

Any terms of this Agreement that, by their nature, contemplate continuing effectiveness, including, without limitation, Sections 1, 2, 4, 7 through 20, will survive termination of this Agreement. Termination of this Agreement will not terminate any End User Agreements that you have properly entered into with your customers 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.

14. **Disclaimer of Warranties.** TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, WE PROVIDE SRCL (INCLUDING THE SRCL SEAL AND SRCL DATA) UNDER THIS AGREEMENT ONLY 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, 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 SRCL (OR THE SRCL SEAL OR SRCL DATA) 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.

15. **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 THE SRCL SEAL AND SRCL DATA) 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 THE SRCL SEAL AND SRCL DATA) OR THIS AGREEMENT, WHETHER FROM CONTRACT OR TORT OR OTHERWISE, EXCEED THE AMOUNT OF ONE HUNDRED (\$100) U.S. 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 OR ALLOW YOU TO ACCESS SRCL 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 products, your business practices, your use of SRCL (including your providing us with access to the SRCL Data, or use of the same), your breach of any of the terms of this Agreement, or your relationship with your customers, then you will indemnify, hold us harmless, and defend us against 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 caused by our breach of a material provision of this Agreement.
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 its original intended effect, and the other parts of this 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 and you 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 will not apply to this Agreement. You agree that you will not export your products that include the SRCL Seal in violation of the export or import laws of the United States or any other jurisdiction.
19. **Complete Agreement.** This Agreement, together with its exhibits, forms the complete and final agreement between you and us regarding the subject matter of this Agreement with respect to the specific SRCL Seal downloaded at the time you accept this Agreement, and, except as provided below, supersedes and replaces any and all previous agreements between you and us, including without limitation any prior non-disclosure agreements. Notwithstanding the foregoing: (a) if you have entered into a Validation Agreement or Certification Agreement with us, or (b) you have previously or contemporaneously entered into other SRCL License Agreements applicable to different SRCL Seals, these Agreements provide supplemental terms with regard to the use of the SRCL Data, and are not superseded by this Agreement, but remain in full force and effect in accordance with each such Agreement's respective terms. If there are any conflicts regarding such terms between this Agreement and the Validation Agreement or Certification Agreement, then the relevant terms included in first, the Certification Agreement, then, this Agreement, will control. If you are a Security Company and have entered into the Secured Data License Agreement or API License Agreement with us regarding the access and use of any data from SRCL, such Agreement is

not superseded by this Agreement, but remains in full force and effect in accordance with its terms. If there are any conflicts regarding the access and use of data from SRCL, then the relevant terms included in first, the Secured Data License Agreement, and second, the API License Agreement, will control.

20. **Amendments to this Agreement; Notices.** Any amendments to this Agreement must be in writing and agreed to by both you and us. You agree that we may provide all notices to you electronically to the most recent email address you have provided, and if you have not provided such address, to the physical address for you we have on file. Notices will be effective when sent, and either you or we may change our address, including email address, for receipt of notices by giving notice to the other party.

FLOW-DOWN TERMS FOR END USER AGREEMENTS

We want to ensure that your customers are informed about the inclusion of the SRCL Seal in your software product, including the data that it may collect, other actions it may take, and how this data may be used by us (and specifically, that it may be disclosed to third parties). To ensure that this information is shared, your customers are informed, and that our intellectual property rights in SRCL are protected, you are required to include the following notifications to the customer, 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 this Agreement. 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 Products. Please use the appropriate flow-down terms depending on your circumstance.

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 customers' machines, and how our customers interact with our application (the "Code"). The Code will not collect any personally identifiable information ("PII") from your machine (other than IP addresses and device identifiers). However, it will collect non-PII about this application and your system, including 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. AppEsteem may use this information, which will not personally identify you, and share it with security companies, to help drive safe and transparent behavior within the industry and protect consumer welfare. Please review our Privacy Policy for more information.

By downloading and using the application, you consent to AppEsteem Corporation's collection and use of data as described in these terms. The terms below relate to our inclusions of the Code in this application, and provide you with important information about the Code.

- i. You agree not to add to, subtract from or otherwise modify, translate, disassemble, decompile, reverse engineer, or create derivative works of the Code;
- ii. 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;
- iii. 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;

- iv. 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. To the fullest extent permitted by law, 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; and
- v. AppEsteem is an intended third party beneficiary of the End User Agreement and may bring legal action directly against you to protect or enforce AppEsteem's applicable rights, releases, waivers, and limitations.