AppEsteem®

API LICENSE AGREEMENT

This API License Agreement (this "**Agreement**") governs your access through our APIs and related software, including sample source code to facilitate your access to such data (collectively, "**APIs**").

"**Public Data**" refers to information provided under our Terms of Use regarding our Certification and Deceptor programs, including names of companies we have validated, software products and services we have certified ("**Certified Products**"), our electronic "seal" data to identify Certified Products, products and services we believe have violated one of our Deceptor Requirements, which we call "**Deceptors**," and products or services that are not currently identified as Deceptors but that we believe fail to meet our Certification Requirements ("**Non-Certified Products**"), 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 services, and general communications regarding our Certification and Deceptor programs. In the interests of clarification, Public Data does not include any information or access to the AppEsteem Self-Regulating Client Library ("**SRCL**"), or any other "**Secured Data**," which is defined in, and licensed and governed under the terms of, the Secured Data License Agreement.

1. **Use of the APIs.** To access the APIs, you must have registered with us on behalf of a company that is a provider of security-related (e.g., anti-virus) software or services that will use the APIs and the Public Data to block or permit installation or use of applications on your customers' devices, or make recommendations to your customers about risks of using or installing applications ("**Security Company**"). You are not permitted to misuse the APIs, which means that you can use the APIs only as permitted by law (including applicable export and re-export control laws and regulations, and third party rights). You may not access or use the APIs to encourage or promote illegal activity or violation of third party legal rights.

2. **Limited License and Restrictions.** We hereby grant you a limited, non-exclusive, non-transferrable, non-sublicensable license to use the APIs and to use, copy, modify, and create derivative works of the sample source code provided with the APIs, in each case to access the Public Data, and to distribute or allow access of your integration of the APIs within your internal systems.

   The APIs are being licensed to you under the terms of this Agreement, you do not own them, nor are we selling them to you. 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 APIs. You are not granted any rights to use our logo, branding, or other information we provide. By using the APIs, you do not acquire ownership of any rights in the APIs or the Public Data that is accessed through the APIs, and all access to the Public Data is governed by the Public Data Terms of Use, the terms of which you hereby agree to, and which is incorporated herein by reference.

   Any access or usage of any Secured Data, through the APIs or otherwise in connection with this Agreement, is governed by the terms of the Secured Data License Agreement, including the confidentiality provisions contained therein. If you access or use any Secured Data, you hereby expressly agree to the terms of such Agreement. If you do not agree to the terms of the Secured Data Agreement, you may not access, or use any Secured Data.

3. **Limitation on Access.** Your access and use of the APIs is free. However, there is a rate limit and restriction in the usage of the APIs, and you agree that you shall comply with that rate limit and restrictions at all times. The basic rate limit is one call per second. If you need more calls or a higher limit, simply email us at info@appesteem.com and tell us what you need and we may increase your limit. We may require a fee to

cover our costs for any increase in the basic rate limit, and will provide that information to you in response to your request. Our rate limits and restrictions are subject to change from time to time in our sole discretion, effective immediately upon our posting such change on our website.

4. **Warranties and Disclaimers.** TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, WE PROVIDE THE APIs AS IS AND AS-AVAILABLE, WITHOUT ANY REPRESENTATIONS OR WARRANTY OF ANY KIND COVERING THE APIs, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHER, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTIES OF TITLE, NON-INFRINGEMENT, MERCHANTABILITY, 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. NO ADVICE PROVIDED BY US TO YOU WILL CREATE A WARRANTY OF ANY KIND UNDER ANY JURISDICTION, AND WE SPECIFICALLY DO NOT PROVIDE ANY ADVICE WITH REGARD TO TAKING ACTION WITH REGARD TO THE APIs OR DATA ACCESSED BY THE APIs. WHERE AND TO THE EXTENT DISCLAIMERS OF WARRANTIES ARE NOT ALLOWED IN FULL OR IN PART, THIS DISCLAIMER MAY NOT APPLY TO YOU.

5. **Limitation of Liability**. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, WE WILL NOT BE LIABLE TO YOU OR ANY THIRD PARTY 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, OR CONSEQUENTIAL DAMAGES ARISING FROM (OR RELATED TO) THESE TERMS, OR YOUR USE OF THE APIs OR OTHERWISE IN CONNECTION WITH THESE TERMS, 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) U.S. DOLLARS. THIS LIMITATION OF LIABILITY IS CRITICAL TO US, AND FORMS AN ESSENTIAL BASIS OF THESE TERMS AND OUR RELATIONSHIP WITH YOU, AND WE WOULD NOT ENTER INTO THIS AGREEMENT ON THESE TERMS IF THE LIMITATIONS OF LIABILITY WERE NOT INCLUDED.

The disclaimer of warranties and limitation of liability provided above shall be interpreted in a manner that, to the extent possible, most closely approximates an absolute disclaimer and waiver of all liability.

6. **Equitable Remedy**. Any material breach of this Agreement by you, or your directors, officers, employees, affiliates, subsidiaries, 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.

7. **Termination.** This Agreement is effective as of the date you have electronically or manually agreed to its terms. You may terminate this Agreement at any time, without notice, by discontinuing use of the APIs. We may also terminate this Agreement at any time, for any or no reason. This Agreement terminates automatically if you violate its terms or we send you a written termination notice or cease providing access to the APIs to you. We reserve the right to make any such changes, or suspend, or terminate the APIs, or your account, at any time, without any liability or notice to you. Upon termination of this Agreement or discontinuation of your access to the APIs, you will immediately stop using the APIs. When this Agreement ends, those terms that by their nature are intended to continue indefinitely will continue to apply, including without limitation, Warranties and Disclaimers, Equitable Remedy, and Limitations of Liability.

8. **Severability, Waivers, Remedies Cumulative; Independent Contractors**. If any of the terms included in this Agreement are 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. Our delay or omission in enforcing any provision of this Agreement shall not be construed as a waiver. If we waive any provision of this Agreement, we will not be deemed to have waived any other provision of this Agreement or the same provision with respect to any 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.

9. **Governing Law**. 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.

10. **Complete Agreement; Assignment; Amendments**. This Agreement together with other terms that are not included in the body hereof but are specifically referenced above, form the complete and final agreement between you and us regarding the subject matter hereof. Notwithstanding the foregoing, any access and use of the: (i) Public Data shall not be superseded by this Agreement and shall remain under the Terms of Use, and (ii) Secured Data shall not be superseded by this Agreement and shall remain under the Secured Data Agreement, which terms are incorporated herein and made part of this Agreement. Both you and we 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 License 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 this Agreement at any time by providing notice to you in writing at the email address we have connected with your Security Company registration with us. Any such change will become effective 30 days from the date of our sending 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.

The APIs are provided by AppEsteem Corporation, located at 655 156th Ave SE, Suite 275, Bellevue, WA 98007.