



VALIDATION AGREEMENT

This validation agreement (“**Validation Agreement**”) is a binding contract between you (the vendor) and us (AppEsteem Corporation), and covers the terms and conditions related to becoming an AppEsteem Validated Vendor.

1. **Vendor Validation Requirements.**

- a To apply for and become an AppEsteem “**Validated Vendor**,” you must:
 - i. Have entered into the [AppEsteem SRCL License Agreement](#) (“**License Agreement**”), and obtained access to our Self-Regulating Client Library (“**SRCL**”);
 - ii. Execute this Validation Agreement;
 - iii. Complete the online validation application; and
 - iv. Pay the applicable Validation Application Fee.
- b If we determine that you have met our Validation Requirements:
 - i. We will send you notice of this decision and include publicly available data on our website regarding your status as a Validated Vendor; and
 - ii. We will accept for consideration an application from you to certify a software product under our Certification Program
- c If we determine that you have not met our Validation Requirements, we will send you a notice that tells you why your application was rejected, and you may resolve those issues and reapply following each of the steps set forth above, including payment of a new Validation Application Fee.

2. **Disclosure Requirements.** Once you have become a Validated Vendor, you agree to keep all disclosures you make to us during the validation process accurate and up-to-date. This means that if there are any significant or material changes to any of the information you provided to us during any validation or re-validation process, including a change of ownership, formation of a subsidiary, or other significant corporate change, you will notify us and provide updated information as soon as possible. If you fail to provide us with this updated information, we may suspend or terminate your validation, and may provide public notification of the same.

3. **Data Acquisition and Ownership.** Once you submit a validation application to us, any data included in such application and otherwise provided in connection with your application may be disclosed by us for any of our business purposes in our complete discretion.

4. **Term; Termination; Survival.** This Validation Agreement is effective as of the date it has been agreed to electronically by you, and continue until the earlier of: (i) the date of termination of the License Agreement, or (ii) one year from the date you become a Validated Vendor under this Agreement. This Validation Agreement can be terminated for convenience, by either you or us, with 10-days’ advance written notice. In addition, both you and we may terminate this Validation 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. Immediately on termination of your status as a Validated Vendor, any or all of your product certifications will terminate, and you and any of your partners or affiliates must immediately cease to publicly, or otherwise, hold yourself out as being validated by us. Any terms of this Validation Agreement that, by their nature, contemplate continuing effectiveness, including without limitation our use and ownership of any data provided in connection with this Validation Agreement, and limitations of liability, will survive termination.

5. **Renewal of Validation Term.** If you wish to remain continuously validated past the expiration of the one-year period described above, you must timely re-register for validation before the expiration of that one-year period, following the steps set forth in Section 1, above. Timely submission of an application will be at your discretion, but we recommend that you apply no later than 60 days prior to the expiration of the then-current period. If this registration is approved, your status as a Validated Vendor will continue uninterrupted for another one-year term. If this registration is not approved or you do not apply before the end of your one-year term, you can still re-register, but, upon the expiration of the one-year term, we may, in our discretion, terminate your status as a Validated Vendor, and this Validation Agreement, along with any or all of your product certifications. If your status as a Validated Vendor was terminated by us, or occurred by termination of this Validation Agreement or the License Agreement, you may reapply to become a Validated Vendor by executing the current AppEsteem Validation Agreement, and following the steps set forth in Section 1, above.
6. **License Grant for Logo and Certification Icon.** Once you have become a Validated Vendor, you are hereby granted a non-exclusive, limited, and non-transferable license to use the AppEsteem logo and Validated Vendor icon solely for the purpose of indicating that you are a Validated Vendor. All use of our logo and icon must follow the [AppEsteem Logo Usage Guidelines](#) and will be subject to our quality control procedures. Your right to use our logo and icon will immediately terminate if you lose your status as a Validated Vendor, or you have failed to pay the required Validation Fee.
7. **Compliance Partner.** Although our validation process is very straightforward, the process of having a software product meet our certification requirements can be substantially more complex. Therefore, if you intend to submit a product for certification, we encourage you to work with an experienced compliance officer. We have entered into agreements with some compliance officers, whom we refer to as our “**Compliance Partners**,” trained them on our Certification Requirements, and offer a discount to vendors that use a Compliance Partner during the validation and certification process. To obtain this discount, you must notify us if you are using a Compliance Partner, and the Compliance Partner must confirm their engagement with you. Your notification to us that you have engaged a Compliance Partner provides your written consent that we may disclose any data we collect during the validation process, and through SRCL under the License Agreement, to such Compliance Partner without restriction.
8. **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 THIS VALIDATION 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 YOUR VALIDATION (OR LACK THEREOF) OR THIS AGREEMENT, WHETHER FROM CONTRACT OR TORT OR OTHERWISE, EXCEED 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) 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 IF THE LIMITATIONS OF LIABILITY WERE NOT INCLUDED.

9. **Severability, Waivers; Remedies Cumulative; Independent Contractors.** If any of the terms of this Validation 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 Validation 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 Validation 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 Validation Agreement.
10. **Governing Law; Assignment.** You consent and agree that the laws of the State of Washington will govern this Validation Agreement, and any disputes regarding this Validation Agreement will be resolved exclusively in the courts of King County, Washington.

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. However, any such assignment by you is subject to our prior written consent and may require the resubmission of a Validation Application and payment of a new fee. This Agreement will be binding upon and will inure to the benefit of the parties and their respective successors and assigns.

11. **Complete Agreement; Amendments to this Agreement.** This Validation Agreement, together with its exhibits, forms the complete and final agreement between you and us regarding the subject matter of this Validation Agreement, and supersedes and replaces any and all previous agreements between you and us, including without limitation any prior non-disclosure agreements.

Any amendments to this Validation Agreement must be in writing and agreed to by both you and us.