



CREDENTIAL ENGINE DEVELOPER AGREEMENT

THIS AGREEMENT (the "Agreement") is entered as of the date this agreement is signed (the "Effective Date"), between Credential Engine, a District of Columbia based non-profit corporation ("Credential Engine"), and the Developer ("Developer").

RECITALS

1. Credential Engine has developed and maintains a web-based Credential Registry of data (the "Data") that improves transparency in the credential marketplace by aggregating credential data and presenting it in a structured common language and format. Through the Credential Registry, Credential Engine seeks to enable job seekers, students, workers, employers, and others to search for, discover, compare, and understand credentials and competencies in more meaningful ways, and to empower others to do so. Credential Engine has also developed and maintains the web-based application Credential Finder (<https://credentialfinder.org/>) for graphical display of all Data published to the Registry.

2. Developer either: (i) has developed and/or is developing software applications that assist its end users ("End Users") in processing and analyzing credentialing information; or (ii) otherwise wants to obtain, process, and distribute credentialing information electronically to third parties in Developer's own format. Any such use or distribution of credentialing information described in this paragraph is hereinafter referred to as Developer's "Application."

3. Developer wants to access, manipulate, use, and distribute Data in its Applications, and Credential Engine wants to grant Developer the right to do so, subject to the terms and conditions set forth herein. Credential Engine also wants to provide Developer with certain development tools to assist Developer in integrating the Data into Developer's Application.

Therefore, both parties agree as follows:

1. License.

(A) Credential Engine hereby grants to Developer a limited, non-exclusive, worldwide license during the Term to: incorporate the Data in the Applications; download, access, use, analyze, process, store, display, manipulate, aggregate, and use the Data as a component of or the basis for Developer's Application; and reproduce, promote, distribute, market, transmit, and publish the Data within the Applications to End Users. Without limiting the foregoing, Developer may: (i) repackage the Data to other data

schemas, formats, or serializations (such as a spreadsheet or OpenBadge class); and (ii) remix the Data and join it with other data from other data sources. Any supplemental information and supporting materials provided to Developer for use in integrating or supporting the Data shall be considered to be part of the Data, and are subject to the terms and conditions of this Agreement.

(B) Developer shall not (i) modify the Data; (ii) take any action, or use the Credential Engine websites or the Credential Registry in any manner which could damage, disable, overburden, or impair Credential Engine's use or Credential Engine's contents, or interfere with any other party's use of the websites or the Credential Registry; (iii) misrepresent any Data, including but not limited to any representations as to the quality of the Data or the underlying credential; or (iv) misrepresent Developer's affiliation or relationship with Credential Engine.

(C) Nothing in this Agreement shall prohibit Credential Engine from marketing, licensing, selling, distributing, transferring, or otherwise providing the Data or any portion thereof, or any information derived therefrom that is incorporated into the Credential Registry, directly or indirectly, through its own web or mobile application platforms to other licensees, Developers, distributors or other third parties, including End Users.

(D) In addition to the terms and conditions of this Agreement, Developer's use of the Data and the Credential Engine website are also subject to Credential Engine's Terms of Use (<https://credentialengine.org/terms/>) and Privacy Policy (<https://credentialengine.org/privacy-policy/>), the terms of which are hereby expressly incorporated herein and made a part hereof.

2. Developer's Application.

(A) As a user of the Credential Engine website, Developer shall have the right to link to Data in Credential Engine's "Credential Finder" application. Developer's use of the "Credential Finder" shall be governed by Credential Engine's Terms of Use.

(B) If Developer so requests, Credential Engine will also deliver Data to Developer via Credential Engine's standard application programming interface, which may include certain development tools, as well as Credential Engine source code (collectively, the "API"). Credential Engine reserves the right to update or change the API at any time, and will use reasonable efforts to notify Developer of any such changes or updates in a timely manner. The API will be considered "Credential Engine Confidential Information" as defined in Section 5(A). Credential Engine may also from time to time offer to provide services to assist Developer in integrating the Data into its Applications upon such terms and conditions as the parties may mutually agree.

(C) Developer will be entirely responsible for the Applications and integrating the Data therein. Developer will take all steps reasonably necessary to maintain the quality and

integrity of the Data, and will not remove any copyright, trademark, or other proprietary rights notices contained or embedded therein.

(D) Developer will ensure that all Data used in its Applications is current and up-to-date with the Data in the Credential Registry. Developer will develop and implement the technical means and methods by which it can ensure such Data currency.

(E) Developer will at all times provide Credential Engine with access to the Applications, as well as reasonable assistance, to enable Credential Engine ensure compatibility with the Credential Registry, and compliance with all applicable Credential Engine standards and specifications. Credential Engine may require that the Applications be tested for such purposes.

(F) Developer has no authority, express or implied, to undertake any obligations or assume any liabilities on behalf of Credential Engine. Without limiting the foregoing, Developer shall make no statement of any kind, whether oral or written, to End Users or any other third party about the Data that is inconsistent with this Agreement, and shall specifically not make or offer any representations or warranties related to the Data other than as expressly set forth in Section 8 of this Agreement.

3. Payments, Records, and Audit.

(A) In consideration of the license granted to Developer hereunder, Developer shall pay to Credential Engine the fees set forth in Exhibit A (the "Fees"). Credential Engine reserves the right to change the amount and/or structure of the Fees upon ninety (90) days' prior notice to Developer, and Developer shall have the right to terminate this Agreement by written notice to Credential Engine if Developer refuses to accept such price changes.

(B) Developer acknowledges that it shall not receive and shall not be entitled to any commissions, royalties, or other compensation from Credential Engine for marketing or distributing the Data. Any and all compensation due to Developer as a result of its marketing or distributing the Data or other performance of this Agreement shall be solely and exclusively derived from Developer's agreements with its End Users and other third parties.

(C) Developer shall maintain books and records as necessary to establish the amount of the Fees payable hereunder. Developer will permit Credential Engine to review and audit such books and records upon reasonable advance notice.

4. Proprietary Rights.

(A) Developer acknowledges that the Data consists of information gathered, selected, analyzed, arranged, and presented by Credential Engine or its licensors through the application of methods of selection, organization, computation, analysis, and judgment

unique and original to Credential Engine or its licensors and at considerable expense to Credential Engine or its licensors. Developer also acknowledges that Credential Engine or a third party data owner that has provided the Data to Credential Engine owns all rights, title, and interest in and to the Data and the Credential Engine website and any versions, derivative works, or translations thereof.

(B) Developer may use the Credential Engine name and the trademarks (collectively, the "Marks") solely and exclusively for the purpose of marketing and distributing the Data in the Applications pursuant to this Agreement. The Credential Engine Marks must be used in accordance with Credential Engine's Brand Guidelines, which can be found at <https://sites.google.com/viget.com/credential-engine/introduction>. Credential Engine reserves the right to update its Brand Guidelines by posting the revised version to the website set forth above. Developer acknowledges and agrees that Credential Engine owns all right, title, and interest in the Marks and the goodwill associated therewith, and that all goodwill that Developer may generate through its use of the Marks will inure solely to Credential Engine. Developer shall do nothing to challenge or encumber Credential Engine's ownership thereof or rights therein. Developer shall not, during or after the term of this Agreement, use the Marks or any symbols, names, or marks confusingly similar thereto for any purpose not expressly authorized herein. Developer may not during or after the Term, use, adopt or attempt to register anywhere in the world, whether alone or together with any other mark, symbol, or name, any trade name or mark or service name or mark that is confusingly similar to any Credential Engine Mark or symbol.

(C) Developer shall (i) cooperate with Credential Engine and protect the Data and Marks from infringement by End Users and other third parties; (ii) promptly notify Credential Engine of any act of which it becomes aware that might constitute an infringement of any Credential Engine copyright, trademark, trade secret, or other proprietary right; (iii) promptly notify Credential Engine of any allegation of which Developer becomes aware that any Data, Mark, or the marketing or distribution thereof infringes upon third party rights or otherwise violates any law; and (iv) reasonably cooperate with Credential Engine, including as necessary by executing provide appropriate documents, to assist Credential Engine in obtaining or registering any copyrights, trademarks, and other proprietary rights in the Data or the Marks anywhere in world .

(D) Notwithstanding anything to the contrary in this Agreement, since Developer recognizes that breach of this Section 4 may cause Credential Engine irreparable injury, Credential Engine, in addition to all other remedies, shall have the right to equitable or injunctive relief anywhere, as it deems fit, in the event of an actual or attempted breach by Developer of its obligations hereunder.

5. Confidentiality

(A) "Confidential Information" means all information disclosed by one party ("Discloser") to the other party ("Recipient") under this Agreement during the term. Credential Engine and Developer shall be either a Discloser or a Recipient depending on

the manner by which Confidential Information is disclosed. Confidential Information includes information that is marked or identified as confidential and, if not marked or identified as confidential, information that should reasonably have been understood by Recipient to be proprietary and confidential to Discloser or to a third party, whether or not such information is designated as confidential.

(B) Recipient shall not use any Confidential Information for any purpose not expressly permitted by this Agreement, and shall not disclose Confidential Information to anyone other than Recipient's employees and independent contractors who have a need to know such Confidential Information for purposes of this Agreement and who are under subject to confidentiality obligations no less restrictive than Recipient's obligations under this Section. Recipient shall protect Confidential Information from unauthorized use, access, and disclosure in the same manner as Recipient protects its own confidential or proprietary information of a similar nature and with no less than reasonable care.

(C) Recipient shall have no confidentiality obligations under this Section with respect to any information of Discloser that Recipient can document: (i) was already known to Recipient prior to Discloser's disclosure; (ii) is disclosed to Recipient by a third party who had the right to make such disclosure without violating any confidentiality agreement with or other obligation to the party who disclosed the information; (iii) is, or through no fault of Recipient has become, generally available to the public; or (iv) is independently developed by Recipient without access to or use of Confidential Information. Recipient may disclose Confidential Information if required to as part of a judicial process, government investigation, legal proceeding, or other similar process, provided that, to the extent permitted by applicable law, Recipient gives prior written notice of such requirement to Discloser. Recipient shall take reasonable efforts to provide this notice in sufficient time to allow Discloser to seek an appropriate confidentiality agreement, protective order, or modification of any disclosure, and Recipient shall reasonably cooperate in such efforts at the expense of Discloser.

6. Publicity

(A) Subject to the provisions of Section 4(B), Developer agrees that it will, as reasonably possible, use, incorporate, and prominently feature the Mark "Powered by the Credential Registry®" as part of its Applications and in its marketing and related materials used to promote the Applications. The manner and method of Developer's use will be subject to Credential Engine review and approval, which shall not be unreasonably withheld, and will also be subject to Credential Engine's Brand Guidelines. Credential Engine reserves the right to require that Developer use other Credential Engine Marks in or in connection with its use of the Data and marketing materials related to such.

(B) Developer grants to Credential Engine the right to include Developer's name, logo, trademarks and service marks, domain names, Application demonstrations, and other distinctive brand features of Developer's Application in Credential Engine presentations, marketing materials, website listings (including links to Developer's website), and

Developer lists (including Developer lists on Credential Engine’s website) for purpose of marketing and publicizing the Credential Registry.

7. Developer Warranties.

Developer hereby represents and warrants that (i) the execution and delivery of this Agreement by Developer, and the performance of its obligations hereunder, have been duly authorized by all requisite corporate actions on the part of Developer; (ii) the Application and the integration of the Data into it does not and will not infringe upon any third party patents, copyrights, trademarks, service marks, trade secrets, or other intellectual property rights; and (iii) in developing and implementing the Application, Developer shall at all times comply with all applicable laws, regulations, rules, and orders including but not limited to those dealing with the privacy and personally identifiable information of its End Users or any other parties.

8. Credential Engine Warranties.

(A) Credential Engine warrants to Developer that Credential Engine has the right to enter into this Agreement and to furnish the Data to Developer for use as contemplated herein.

(B) EXCEPTING ONLY AS PROVIDED IN THIS SECTION 8, THE DATA, THE MARKS, THE CREDENTIAL ENGINE INFORMATION, AND ALL INFORMATION OR SERVICES PROVIDED BY CREDENTIAL ENGINE TO DEVELOPER IN CONNECTION THEREWITH ARE PROVIDED “AS IS”, WITHOUT ANY REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR USE OR PURPOSE, TITLE OR NONINFRINGEMENT OF THIRD PARTY INTELLECTUAL PROPERTY RIGHTS. THE WARRANTIES SET FORTH IN THIS SECTION 8 ARE THE SOLE AND EXCLUSIVE WARRANTIES PROVIDED BY CREDENTIAL ENGINE UNDER THIS AGREEMENT OR IN CONNECTION WITH THE CREDENTIAL ENGINE REGISTRY, THE DATA, THE MARKS, AND THE CREDENTIAL ENGINE INFORMATION. CREDENTIAL ENGINE DOES NOT GUARANTEE THE COMPLETENESS, AVAILABILITY, SECURITY, OR ACCURACY OF THE DATA. CREDENTIAL ENGINE DOES NOT GUARANTEE THAT THE DATA OR CREDENTIAL ENGINE’S WEBSITE ARE FREE OF VIRUSES, HACKING, MALWARE, OR OTHER SECURITY INTRUSION, AND CREDENTIAL ENGINE DISCLAIMS ANY LIABILITIES RELATING THERETO.

(C) TO THE MAXIMUM EXTENT ALLOWED BY APPLICABLE LAW, CREDENTIAL ENGINE DISCLAIMS ANY LIABILITY WHATSOEVER FOR ANY FINANCIAL OR OTHER LOSS, DAMAGE, COST, EXPENSE, CLAIMS, OR LIABILITIES SUFFERED OR INCURRED BY DEVELOPER, ANY END USER OR OTHER THIRD PARTY IN CONNECTION WITH ANY DATA, OR OTHERWISE RELATED TO THIS AGREEMENT. CREDENTIAL ENGINE SHALL NOT BE

LIABLE TO DEVELOPER, ANY END USER OR OTHER THIRD PARTY FOR DAMAGES RESULTING, OR ALLEGED TO HAVE RESULTED, FROM ANY ERROR OR OMISSION IN THE DATA, OR ANY ACTION TAKEN OR NOT TAKEN BASED THEREON, OR ANY INFORMATION DERIVED THEREFROM. IN NO EVENT SHALL CREDENTIAL ENGINE BE LIABLE TO DEVELOPER, END USERS OR ANY THIRD PARTY FOR ANY LOST PROFITS, LOSS OF BUSINESS, LOST SAVINGS, OR OTHER CONSEQUENTIAL, SPECIAL, PUNITIVE, INCIDENTAL, INDIRECT, OR EXEMPLARY DAMAGES. CREDENTIAL ENGINE'S LIABILITY FOR ANY REASON UNDER THIS AGREEMENT OR IN CONNECTION WITH THE DATA SHALL NOT EXCEED THE GREATER OF: (i) THE FEES DEVELOPER ACTUALLY PAID TO CREDENTIAL ENGINE IN THE CONSECUTIVE SIX (6) MONTH PERIOD IMMEDIATELY PRECEDING THE DATE GIVING RISE TO SUCH LIABILITY; OR (ii) ONE THOUSAND U.S. DOLLARS (\$1,000).

(D) Developer acknowledges that Credential Engine's liability and warranty limitations and exclusions set forth in this Section 8 are reasonable under the circumstances; that Developer's consent thereto is fairly reflected in its payment obligations to Credential Engine; constitutes a material inducement for Credential Engine's entry into this Agreement; and that Credential Engine would not have entered into this Agreement or grant the rights herein granted but for such limitations and exclusions.

9. Indemnification.

Developer shall defend, indemnify, and hold harmless Credential Engine and its officers, directors, shareholders, and employees, jointly and severally, from and against any and all claims, suits, actions, proceedings, liabilities, losses, damages, or expenses, including any legal and expert fees and expenses and all costs of investigation, which arise out of or relate to: (i) the Applications and the use thereof by End Users and other third parties; (ii) Developer's breach of any term or provision of this Agreement, including but not limited to those set forth in Section 7; or (iii) any action brought against Credential Engine by any End User of the Applications.

10. Term and Termination

(A) The Term of this Agreement shall begin on the Effective Date and continue until terminated as provided in this Section 10 or as specified in the attached exhibit(s).

(B) Either party will have the right to terminate this Agreement at any time, without cause, upon at least ninety (90) days' prior written notice to the other party.

(C) Either party may terminate this agreement upon thirty (30) days' prior written notice to the other party, if such other party breaches any terms or conditions of this Agreement and does not cure such breach within such thirty (30) day cure period.

(D) Upon the termination of this Agreement for any reason, Developer shall: (i) cease marketing and distributing the Data and remove from its Applications, websites, marketing information, and related information all Data and all references to Credential Engine; (ii) return to Credential Engine all Data and other tangible Credential Engine Confidential Information or, if requested by Credential Engine, destroy such materials and provide a written certification confirming that such destruction is complete; (iii) immediately pay Credential Engine any payments then due and owing to Credential Engine hereunder; (iv) cease holding itself out as a Credential Engine Applications Developer or otherwise as having any commercial relationship with Credential Engine; and (v) no longer use any of the Marks for any purpose.

11. Notices.

Any notice between the parties under this Agreement shall be in writing and shall be delivered via overnight courier (Federal Express and the like), or mailed by certified mail, postage prepaid, return receipt requested, to the addresses stated below or such other address as either party may specify in writing from time to time. Notices shall be effective upon receipt.

For Credential Engine:
2021 L Street NW
Suite 101-342
Washington, DC 20036

For Developer:
[Address]

12. Governing Law, Jurisdiction and Venue.

This Agreement shall be governed in all respects under the laws of the United States and the District of Columbia exclusive of its choice of law or conflict of law provisions. Any claim or action by either party directly or indirectly arising under this Agreement shall be subject to the exclusive jurisdiction and venue of the courts located in the District of Columbia, and each party waives any jurisdictional, venue or inconvenient forum objections to any of these courts that may have jurisdiction.

13. Other Provisions.

(A) Developer shall pay any and all sales, use, withholding, value added, stamp or other taxes, duties, fees, or charges imposed or assessed in connection with this Agreement or the marketing or distribution of the Data by Developer that are assessed or imposed against Credential Engine, except for any taxes on Credential Engine's net income payable in the United States.

(B) Any waiver of any right by either party to this Agreement must be in writing, shall constitute a single and separable act, and shall not constitute a waiver of that same right thereafter or of any other rights.

(C) Neither party may assign or transfer, by operation of law or otherwise, this Agreement or any of its rights under this Agreement to any third party without the other party's prior written consent, such consent shall not be unreasonably withheld or delayed; except that a party may assign this Agreement without consent from the other party by operation of law or otherwise to (i) an Affiliate (ii) any successor to its business or assets to which this Agreement relates, whether by merger, sale of assets, sale of stock, reorganization or otherwise. Any attempted assignment or transfer in violation of the foregoing will be void. This Agreement does not confer any rights or remedies upon any person or entity not a party hereto. Subject to the foregoing, this Agreement binds the parties and their permitted successors and assigns.

(D) All provisions of this Agreement which by their nature contemplate continuing effectiveness, including those pertaining to confidentiality, proprietary rights, exclusion of liabilities, and indemnity, shall survive any termination, expiration, or non-renewal of this Agreement.

(E) This Agreement may not be modified or altered except by written instrument duly executed by both parties.

(F) This Agreement, including Exhibit(s), and the Terms of Use, Privacy Policy, Brand Guidelines which are incorporated herein, constitutes the sole, final, and entire agreement of the parties and supersedes and terminates all previous agreements between the parties with respect to the subject matter hereof. All amendments or modifications to this Agreement must be in writing and signed by an officer of each party.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by its duly authorized officers, effective as of the Effective Date.

[signatures on the following page]

[Developer]

Credential Engine, Inc.

By: _____

By: _____

Title:

Title:

[EXHIBITS WILL BE SEPARATELY DEFINED BASED ON THE AGREEMENT]

[this section may also be based on defined services packages]