

STOP. THINK. CONNECT.

LICENSE AGREEMENT

Whereas the Online Consumer Safety and Security Messaging Convention (hereafter “Messaging Convention”) was organized in March, 2009 by the National Cyber Security Alliance, a not for profit corporation organized under the laws of Virginia with an address at 1010 Vermont Ave., NW, Suite 821, Washington, D.C. 20005 (“NCSA”) together with the Anti-Phishing Working Group, a not for profit corporation organized under the laws of the State of Delaware with an address at PMB 246, 405 Waltham Street, Lexington, Massachusetts 02421 (“APWG”) to develop and deploy a universal online safety and security messaging scheme (the “Work”) for alerting and instructing consumers that can be used by all enterprises, government agencies and NGOs;

Whereas, the Work, copies of which are attached hereto as Exhibit A, is subject to protection both as a trademark and as a copyrighted work;

Whereas, the Messaging Convention desired that the Work be available for use by any individual or entity who uses it to foster consumer awareness about online safety and security (the “Purpose”);

Whereas, the NCSA and the APWG, following the wishes of the Messaging Convention, created a not for profit corporation under the name STOP. THINK. CONNECT. Messaging Convention, Inc. (“STOP. THINK. CONNECT.”) and has transferred all rights, title and interest in the Work to STOP. THINK. CONNECT.;

Whereas, the Work was introduced to the public and made available for public use commencing October 4, 2010 under an interim license provided by NCSA and APWG because STOP. THINK. CONNECT. was not yet formed;

Whereas, STOP. THINK. CONNECT. terminated interim licenses and hereby sets forth the terms and conditions under which the Work may be used.

Now, therefore, effective _____, STOP. THINK. CONNECT. (“Licensor”) does hereby grant to _____, (“Licensee”, “You”, or “Your”) a license to use the Work under the following terms and conditions:

1. Acceptance of this License.

A. By using the Work in any manner anywhere in the World, You hereby consent to the terms and conditions of this license (“Agreement”). If You do not accept these terms and conditions, You may not use the Work and Your use will be deemed an infringement and may result in the commencement of legal action against You. If you had a previous license to use STOP. THINK. CONNECT. with either NCSA or APWG, this license supersedes it.

B. While this Agreement grants you the right to use the Work anywhere in the World, you acknowledge and understand that the Work has only been cleared for use as a trademark in the jurisdictions listed on Exhibit B. You agree that any use by You of the Work as a trademark outside of the jurisdictions listed on Exhibit B shall be at Your own risk and will not hold Licensor accountable for any claims that may arise there from.

2. Grant of License.

A. You are entitled to use the Work only to the extent that such use is consistent with the Purpose.

B. Attached hereto as Exhibit C is the Style Guide for the Work. All use of the Work must be in accordance with the Style Guide. You may not change the Work without the prior written consent of Licensor which may be granted or denied in Licensor’s sole discretion. However, You may create a derivative work by adding new material to be used in connection with the Work.

C. The rights granted herein are conditioned expressly on Your adherence to the Style Guide including without limitation the guideline that any use of the Work on the Internet must be accompanied by legal notice in the following form, either on the same web page or via hyper text link as follows:

If content is solely from Licensor:

© STOP. THINK. CONNECT. Messaging Convention Inc. Used under license.
All rights reserved. 2010 STOP. THINK. CONNECT. is a trademark of the

Messaging Convention and may only be used in accordance with the license provided at <https://stopthinkconnect.org/get-involved>.

If the content is provided by the Licensee:

Your standard copyright provision followed by:

STOP. THINK. CONNECT. is a trademark of the STOP. THINK. CONNECT. Messaging Convention, Inc. 2010. The logos and artwork connected with the STOP. THINK. CONNECT. trademark are copyrighted 2010-2011. All Rights Reserved. The trademark and logo may only be used in accordance with the license provided at <https://stopthinkconnect.org/get-involved>.

3. Inspection.

A. You may exploit Your rights under this Agreement without any prior written approval from Licensor except that in the event that Licensor determines Your use of the Work may not be consistent with this License, Licensor reserves to itself the right to require You to obtain written preapproval of some or all of Your future use of the Work, with such approval not to be unreasonably withheld.

B. In order to maintain quality control over the trademark portions of the Work, Licensor may request at any time to review and inspect Your use of the Work. No licensee shall be the subject of more than one such request during the term of this license unless Licensor concludes after a particular inspection that there have been violations of this Agreement, in which case Licensor may institute whatever preapproval process it deems appropriate.

4. Term.

A. This license shall be in effect from the period _____ until December 31, 2018.

B. Licensor may also terminate this License at any time on ten (10) days notice if in Licensor's sole discretion it determines that You have on two separate occasions used the Work in a manner not consistent with the Purpose and You have been provided written notice of the first inconsistent use.

5. Renewal of this Agreement.

A. If Licensee desires to renew its rights under this Agreement, it shall, no later than thirty (30) days before the end of the Term submit to Licensor representative samples of its use of the

Work during the term. Licensor shall review such submissions for quality and use consistent with the Purpose. This Agreement shall be deemed renewed for another three (3) year term unless (i) Licensor notifies Licensee in writing that this license is not be renewed or (ii) Licensor conditions Licensee's continued use of the Work on specific acts which shall then become part of this Agreement with respect to that Licensee only.

B. The renewal term shall be for an additional three (3) year term to expire on December 31, 2021. This Agreement shall continue to be renewed using the process in subsection (A) above unless it is terminated by Licensor under the terms of Section 4(B).

6. Ownership of Derivative Works.

If You create any Derivative Works, You shall own all rights to the added or new portions of the Derivative Work but You hereby grant a perpetual, irrevocable license, subject only to subsection (i) below, to Licensor to use, distribute, transmit, display or copy the Derivative Work in connection with its educational efforts or in order to promote Licensor, or its successor-in-interest, or the Purpose.

(i) Notwithstanding anything to the contrary in this Agreement, You may request that the Licensor's Board of Directors agree that a specific Derivative Work created by You not be covered in the irrevocable license described in this Section 6. Such request must be in writing and shall be approved or rejected by a majority vote of the Board of Directors at their next regularly scheduled meeting. Licensor agrees that between the time the request is received and a decision made that Licensor shall not exercise any of the rights granted to it under this Section 6.

7. Representations and Warranties.

A. STOP. THINK. CONNECT. represents and warrants that:

(i) it is the Owner of the Work in the United States and any other jurisdictions which may be added to Exhibit B from time to time in Licensor's sole discretion.

(ii) that is authorized to grant the license and rights included herein.

B. Licensee represents and warrants to the Licensor that:

(i) it is authorized to enter into this license.

(ii) it shall use the Work only in a manner that is consistent with the Purpose and for no other purpose.

(iii) it shall not use the Work in connection with statements, promotion, or campaign that would tarnish or diminish Licensor's reputation or its rights in the Work.

(iv) it shall not use the Work in connection with any statement, promotion, or campaign that infringes or interferes with rights of any third party.

(v) before using the Work as a trademark in any jurisdiction not listed on Exhibit B, it shall obtain a written opinion of qualified trademark counsel that use of the Work as a trademark in that jurisdiction shall not infringe the rights of any third party.

8. Equitable Relief.

You acknowledge that any use of the Work other than in accordance with this Agreement, will cause irreparable damage to Licensor. Therefore, You agree that in the event that a Court shall determine that You have made or intend to make any use of the Work not authorized by this Agreement that STOP. THINK. CONNECT. will be entitled, in addition to and not in lieu of all other rights and remedies available at law or in equity, to specific relief including, without limitation, an injunction enjoining such non-conforming use of the Work. You also acknowledge that STOP. THINK. CONNECT. shall be entitled to an award of attorneys' fees in connection with any such action it successfully brings in connection with Your non-authorized use of the Work. The rights set forth in this Section shall survive the termination of the Agreement.

9. Protection of the Work.

A. Licensee shall at no time seek to register the Work as a trademark, copyright, or domain name anywhere in the World. In the event that Licensee uses the Work as a trademark in a jurisdiction not listed on Exhibit B, it shall provide Licensor with a copy of the trademark clearance letter as required in Section 2(B) and 7(B)(v).

10. Miscellaneous.

A. This Agreement shall be interpreted in accordance with the laws of the state of Virginia exclusive of its conflict of laws provision. To the extent that a court or other administrative or judicial body shall find any provision of this Agreement to be unenforceable for any reason, such provision shall be found enforceable to the maximum extent permissible under Virginia

law. You consent to the exclusive jurisdiction of the federal or state courts sitting in Virginia to hear any dispute arising out of or relating to the Work and/or this Agreement.

B. The rights granted to You under this Agreement may not be assigned to any third party. Of course, any third party may enter into a new license agreement with Licensor.

C. This Agreement is the final and binding memorialization of the agreement of the parties with respect to the Work and may only be modified or amended in a document executed by both You and Licensor.

IN WITNESS WHEREOF, the Parties have executed this instrument on this ____ day of _____, 20__.

STOP. THINK. CONNECT. Messaging Convention:

By: _____

Name:

Licensee:

By: _____

Name:

EXHIBIT A



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EXHIBIT B



STOP. THINK. CONNECT. has been cleared for use as a trademark in the following jurisdictions:

United States of America

EXHIBIT C

(See editorial and style guide below)