



RAPIDGate® Premier Program Subscriber Agreement

Please carefully read the following terms and conditions of this RAPIDGate® Premier Program Subscriber Agreement (the "Agreement"). This Agreement is entered into between SureID, Inc., an Oregon corporation having its principal place of business at 5800 NW Pinefarm Place, Hillsboro, OR 97124 ("SureID") and you (also referred to as "Subscriber").

This Agreement, in addition to the Individual User Agreement you agreed to when you registered for the RAPIDGate Premier Program, governs your rights and obligations with respect to your receipt and use of a PIV-I Credential issued to you by or through SureID. By signing this Agreement or by selecting a PIN during the PIV-I Credential issuance process, you accept all of the terms and conditions set forth in this Agreement and agree to be bound by them.

1. Definitions

For purposes of this Agreement, the following definitions apply:

"Certificate" means a digital representation of information in a PIV-I Credential which at least (1) identifies the certification authority issuing it, (2) names or identifies its subscriber, (3) contains the subscriber's public key, (4) identifies its operational period, and (5) is digitally signed by the certification authority issuing it.

"Digital Signature" means the result of a transformation of a message by means of a cryptographic system using keys such that a Relying Party can determine: (1) whether the transformation was created using the private key that corresponds to the public key in the signer's digital Certificate; and (2) whether the message has been altered since the transformation was made.

"PIV-I Credential" means a Personal Identity Verification ("PIV") interoperable card issued by SureID (or its authorized agents) that meets certain technical specifications to work with federal PIV infrastructure elements such as card readers, is issued in a manner that allows Relying Parties to trust the card, and contains a subscriber's Certificates.

"Private Key" means (1) the key of a signature pair key used to create a digital signature or (2) the key of an encryption key pair that is used to decrypt confidential information. In both cases, this key must be kept secret.

"Public Key" means (1) the key of a signature key pair used to validate a digital signature or (2) the key of an encryption key pair that is used to encrypt confidential information. In both cases, this key is made publicly available normally in the form of a digital Certificate.

"Public Key Infrastructure (PKI)" means a set of policies, processes, server platforms, software and workstations used for the purpose of administering Certificates and public- private key pairs, including the ability to issue, maintain, and revoke Public Key Certificates.

"Relying Party" means a person or entity who has received information that includes a Certificate and a Digital Signature verifiable with reference to a Public Key listed in the Certificate, and is in a position to rely on them.

2. Ownership of PIV-I Credentials and Certificates

Subscriber acknowledges and agrees that SureID owns all PIV-I Credentials and all Certificates.



3. Subscriber’s Obligations, Representations and Warranties

Subscriber hereby agrees, represents and warrants, that:

- A.** Subscriber shall immediately notify SureID upon loss or suspicion of loss or compromise (including but not limited to suspected or known unauthorized use, theft or misplacement) of Subscriber’s PIV-I Credential, Certificates, or Private Key(s).
- B.** Subscriber shall protect his/her PIV-I Credential and Private Key(s) from access by any other party.
- C.** Subscriber shall use the PIV-I Credential and the Private Key(s) solely for authorized and permissible legal business purposes.
- D.** SureID retains the right to revoke Subscriber’s PIV-I Credential, Certificates, and/or Private Key(s) if SureID suspects or has knowledge that Subscriber has used them for an unauthorized purpose, that Subscriber has provided inaccurate information to SureID or the PKI authorities, or that the Subscriber’s PIV-I Credential, Certificates, or Private Key(s) were obtained through fraudulent means.
- E.** Subscriber shall immediately discontinue use of Subscriber’s PIV-I Credential, Certificates, and Private Key(s), and shall immediately return the PIV-I Credential to Subscriber’s affiliated organization, when Subscriber’s relationship with the affiliated organization is inactive or has ceased.
- F.** Subscriber understands that the combination of Subscriber PIN and Private Key constitutes a Digital Signature and agrees to be legally bound by any document digitally executed via Subscriber’s Private Key and PIN.
- G.** Subscriber shall accurately represent itself in all communications with SureID and with the PKI authorities.
- H.** All information Subscriber has provided and in the future will provide in connection with Subscriber’s application for and use of the PIV-I Credential is true, complete, and correct.
- I.** Subscriber shall be the only individual able to use Subscriber’s PIV-I Credential and to access Subscriber’s PIN and Private Key(s).
- J.** Subscriber shall protect his/her Private Key(s) at all times in accordance with the relevant SureID PIV-I documents including, without limitation, such SureID Certificate Policy as may be posted online at www.sureid.com.
- K.** Subscriber shall abide by all the terms, conditions, and restrictions placed on the use of Subscriber’s Private Key(s) and Certificates.
- L.** Subscriber shall create a strong PIN, memorize the PIN and not write it down or reveal it to anyone, and at all times protect the PIN.
- M.** Subscriber shall not leave the PIV-I Credential unattended while activated with the PIN.

By my execution of this Agreement or by selecting a PIN during the PIV-I Credential issuance process, I agree to the terms of this Agreement and I acknowledge and declare under penalty of perjury under the laws of the United States of America that (i) I have read and understand this Agreement and agree to be bound by it and to fully comply with it, (ii) my identity is the identity I have claimed in this Agreement, and (iii) all information I have provided is true and correct.

Printed Name _____

Signature _____ Executed on _____(date)