



SureID Certified™ PIV-I Program Subscriber Agreement

Please carefully read the following terms and conditions of this SureID Certified™ Personal Identity Verification-Interoperable (“PIV-I”) 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 governs your rights and obligations with respect to your receipt and use of a PIV-I Credential issued to you by or through SureID for the SureID Certified™ PIV-I Program (the “Program”). 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 subscriber information in a PIV-I Credential which at least (1) identifies the certification authority issuing it, (2) positively 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 or document by means of cryptographic 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 PIV-I 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 one key of a mathematically linked key pair used to prove the identity of the subscriber. It remains on the PIV-I Credential, is not exportable, and must be kept secret.

“**Public Key**” means one key of a mathematically linked key pair meant to be shared with other Subscribers and/or Relying Parties. This key is made publicly available normally in the form of a 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 to prove identity verifiable with reference to a trusted Public Key listed in the Certificate and is in a position to rely on the information and key in the Certificate.

2. Ownership of PIV-I Credentials and Certificates; Data.

Subscriber acknowledges and agrees that SureID owns all PIV-I Credentials and all Certificates. SureID may use individual data only in connection with the Program, except to the extent necessary to comply with law. SureID will not sell or rent individual data to any third parties. SureID uses and shall use commercially reasonable means to protect all personally identifiable information in its possession.



3. Subscriber's Obligations, Representations and Warranties

Subscriber hereby agrees, represents and warrants, that:

- Subscriber shall immediately provide notification 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) by sending an email to support@axiadids.com.
- Subscriber shall protect his/her PIV-I Credential and Private Key(s) from access by any other party.
- Subscriber shall use the PIV-I Credential and the Private Key(s) solely for authorized and permissible legal business purposes.
- 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.
- 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.
- 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.
- Subscriber shall accurately represent itself in all communications with SureID and with the PKI authorities.
- 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.
- Subscriber shall be the only individual able to use Subscriber's PIV-I Credential and to access Subscriber's PIN and Private Key(s).
- Subscriber shall abide by all the terms, conditions, and restrictions placed on the use of Subscriber's Private Key(s) and Certificates.
- 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.
- Subscriber shall not leave the PIV-I Credential unattended while activated with the PIN.

4. Grounds for Terminating Your Program Participation and Deactivating Your Credential

Grounds for terminating your Program participation and deactivating your PIV-I Credential and revoking any Certificates include but are not limited to the following:

- You stop working for the company through which you registered with the Program
- Your company directs SureID to remove you from the Program
- Your company no longer is eligible for or ends its participation in the Program
- You use a PIV-I Credential for unauthorized, improper, or impermissible purposes
- You violate any term or condition of this Agreement

You agree that, if any of the above-described events occur, you have no financial, legal or other remedies, and will not initiate or join any legal action, against the Program or SureID including without limitation SureID's officers, directors, employees, agents, contractors, assigns, successors, predecessors, representatives, subsidiaries, parents and affiliates (referred to collectively in this Agreement as "**the SureID Parties**"), and you hereby fully waive, release and discharge the SureID Parties from any and all claims, demands, and causes of action, damages, losses, liabilities, taxes, assessments, fines, penalties, judgments, awards, costs and expenses, including but not limited to reasonable attorneys' fees (collectively "**Claims**") relating to such event.



5. Limitation of Liability. EXCEPT IN THE CASE OF SUREID'S GROSS NEGLIGENCE OR WILFUL MISCONDUCT, IN NO EVENT SHALL THE SUREID PARTIES BE LIABLE FOR ANY INDIRECT DAMAGES, INCIDENTAL DAMAGES, CONSEQUENTIAL DAMAGES, PUNITIVE DAMAGES, OR LOST PROFITS ARISING OUT OF OR RELATED TO THE PROGRAM, ANY PIV-I CREDENTIAL, CERTIFICATE, PRIVATE KEY, PUBLIC KEY, OR ANY SUREID PIV-I SERVICES, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR LOSS. IN NO EVENT SHALL SUREID BE LIABLE FOR ANY UNAUTHORIZED USAGE OF A PIV-I CREDENTIAL, CERTIFICATE, PRIVATE KEY, OR PUBLIC KEY. SUREID SHALL NOT BE LIABLE FOR ANY DAMAGE ARISING FROM THE COMPROMISE OF SUBSCRIBER'S PRIVATE KEY OR ANY LOSS OF DATA. SUREID HAS NO LIABILITY FOR ANY DELAYS, NON-DELIVERIES, NON-PAYMENTS, MIS-DELIVERIES OR SERVICE INTERRUPTIONS CAUSED BY ANY THIRD PARTY ACTS OR THE INTERNET INFRASTRUCTURE. Notwithstanding anything to the contrary in this Agreement, the maximum combined aggregate liability of the SureID Parties relating in any way to the Program or relating in any way to this Agreement, is an amount equal to your registration fee for the applicable term.

6. Indemnification. SureID is not responsible for your use of the Program, including but not limited to any misuse of a PIV-I Credential by you. You hereby agree to defend, indemnify and hold harmless the SureID Parties of and from any and all Claims arising out of your use of a Program PIV-I Credential, including but not limited to Claims relating to your use of your PIV-I Credential to gain access to, or to obtain privileges at, any Government or other facility or location. Notwithstanding anything to the contrary in this section, your indemnification obligations shall not extend to Claims involving allegations that SureID has violated the intellectual property rights of third parties.

7. Warranties; Disclaimer of Warranties. SUREID WARRANTS THAT IT USES COMMERCIALY REASONABLE MEANS TO PROTECT ALL PERSONALLY IDENTIFIABLE INFORMATION IN ITS POSSESSION AND THAT, TO ITS KNOWLEDGE, THE PROGRAM AND PIV-I CREDENTIAL DO NOT INFRINGE THE INTELLECTUAL PROPERTY RIGHTS OF ANY THIRD PARTY. EXCEPT AS SET FORTH IN THIS SECTION, SUREID DISCLAIMS AND MAKES NO WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT, TITLE, SECURITY, SATISFACTORY QUALITY, FITNESS FOR A PARTICULAR PURPOSE, ACCURACY OF INFORMATION, PROGRAM CONTINUATION, OR INDIVIDUAL PARTICIPATION IN A PROGRAM. THE ENTIRE RISK OF THE USE OF THE PROGRAM INCLUDING BUT NOT LIMITED TO ANY PROGRAM PIV-I CREDENTIAL, CERTIFICATES, PRIVATE KEYS, ANY PIV-I SERVICES, OR THE VALIDATION OF ANY DIGITAL SIGNATURES, LIES WITH THE PARTICIPANT, RELYING PARTY, OR YOUR COMPANY.

8. Governing Law and Binding Arbitration and Class-Action Waiver. PLEASE READ THIS SECTION CAREFULLY. IT AFFECTS YOUR LEGAL RIGHTS CONCERNING ANY DISPUTES, CLAIMS OR CONTROVERSIES (COLLECTIVELY "DISPUTES") BETWEEN YOU AND THE SureID PARTIES. YOU UNDERSTAND AND ACKNOWLEDGE THAT, BY AGREEING BELOW TO BINDING ARBITRATION, YOU ARE GIVING UP THE RIGHT TO LITIGATE (PARTICIPATE IN A LAWSUIT AS A PARTY OR CLASS MEMBER) ALL DISPUTES IN COURT BEFORE A JUDGE OR JURY. INSTEAD, YOU UNDERSTAND AND AGREE THAT ALL DISPUTES WILL BE RESOLVED BEFORE A SINGLE ARBITRATOR, WHOSE AWARD (DECISION) WILL BE BINDING AND FINAL, EXCEPT FOR A LIMITED RIGHT OF APPEAL UNDER THE FEDERAL ARBITRATION ACT. ANY COURT WITH JURISDICTION OVER THE PARTIES MAY ENFORCE THE ARBITRATOR'S AWARD.

8.1 Binding Arbitration. In the event any Dispute arises between you and the SureID Parties from or relating to the Program or this Agreement that you and the SureID Parties are unable to resolve informally, you agree that the sole legal remedy shall be to refer such Dispute to binding arbitration before a single arbitrator pursuant to the rules of the American Arbitration Association or such other arbitration rules as you and the SureID Parties mutually agree to in writing. The arbitrator, and not any federal, state, or local court or agency, shall have exclusive authority to resolve any dispute relating to the interpretation, applicability, enforceability or formation of this Agreement including, but not limited to, any claim that all or any part of this Agreement is void or voidable. Unless otherwise required by applicable law, each party shall bear its own attorneys' fees without regard to which party is deemed to be the prevailing party in the arbitration proceeding. The arbitrator shall otherwise be authorized to award either party any remedy permitted by applicable law.

8.2 Time to Notify SureID of Dispute. You agree that, if you have a Dispute with any SureID Party arising from or relating to the Program or this Agreement, you must notify SureID in writing within six (6) months of the event, act or omission giving rise to the Dispute. You agree that you will be barred from initiating or maintaining any arbitration or legal proceeding against any of the SureID Parties if this notification requirement is not met.



8.3 Class Action Waiver. ANY DISPUTE RESOLUTION PROCEEDINGS, WHETHER IN ARBITRATION OR COURT, WILL BE CONDUCTED ONLY ON AN INDIVIDUAL BASIS AND NOT IN A CLASS OR REPRESENTATIVE ACTION OR AS A NAMED OR UNNAMED MEMBER IN A CLASS, CONSOLIDATED, REPRESENTATIVE OR PRIVATE ATTORNEY GENERAL ACTION, UNLESS BOTH YOU AND SureID SPECIFICALLY AGREE IN WRITING TO DO SO FOLLOWING INITIATION OF THE ARBITRATION.

8.4 Choice of Forum. All arbitration or other proceedings arising from or relating to the Program or this Agreement, and any judicial actions brought to enforce an arbitrator’s award or otherwise arising from or relating to the Program or this Agreement, must be brought and maintained in Washington County or Multnomah County, Oregon.

8.5 Governing Law. This Agreement will be interpreted, construed, and enforced in accordance with the laws of the State of Oregon, without regard to its conflicts of law provisions.

9. Assignment. SureID has the right to assign this Agreement, or any portion of this Agreement, to third parties including but not limited to any successors-in-interest of SureID. You may not assign your rights and obligations under this Agreement unless you first obtain the written consent of SureID.

10. Severability. If any provision of this Agreement is found by a proper legal authority to be unenforceable, that provision shall be severed and the remainder of this Agreement shall continue in full force and effect.

11. Entire Agreement. This Agreement constitutes the entire agreement between you and SureID with respect to the Program. This Agreement supersedes any proposal or any prior or contemporaneous writings or other agreements, oral or written, and any other communications or representations relating to the Program.

12. Participant Changes to the Agreement. You may not make any changes to this Agreement unless an authorized representative of SureID agrees in advance to the change in a signed written document.

13. Force Majeure. SureID is not liable for any failure or delay in its performance under this Agreement or in connection with any PIV-I Credential, Certificate, Private Key, or PIV-I services due to causes that are beyond its reasonable control, including, but not limited to, an act of God, act of civil or military authority, natural disasters, fire, epidemic, flood, earthquake, riot, war, failure of equipment, failure of telecommunications lines, lack of Internet access, sabotage, cybersecurity incidents, changes in the law, and governmental action or any other unforeseeable events or situations.

14. Changes to this Agreement. SureID may from time to time update or replace this Agreement, which updated or replacement Agreement will be posted at www.sureid.com or otherwise provided to Subscriber and/or the company that has authorized the issuance of a PIV-I Credential to Subscriber. SureID hereby warrants that any changes to this Agreement shall not include (i) an expansion of SureID’s rights to use Subscriber data beyond those uses described in Section 2 of this Agreement or (ii) elimination of the language in Section 6 of this Agreement that excludes from your indemnification obligation certain Claims of intellectual property infringement. Subscriber hereby agrees that his/her use of any PIV-I Credential from and after the date on which such updated or replacement Agreement has been posted online by SureID will constitute Subscriber’s agreement to such updated or replacement Agreement and Subscriber agrees to comply with all terms and conditions thereof.

15. Survival of Provisions. The provisions of this Agreement that should reasonably be expected to survive the expiration or termination of this Agreement will survive the expiration or termination of this Agreement.

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)