

ID.ME GOVERNMENT CUSTOMER USER AGREEMENT

This ID.me Government Customer User Agreement (the “Agreement”) governs the use of ID.me products and solutions sold by a prime contractor or its affiliates (“Reseller”). Reseller and an entity (“Customer”) purchasing ID.me products and solutions will enter into an ordering document or other agreement for such purchase (“Order”) that references this Agreement. This Agreement will thereby be deemed incorporated within, and a part of, any such Order; by accepting the benefit of ID.me’s products, licenses, or other valuable goods, Customer agrees to the following.

W I T N E S S E T H:

WHEREAS, ID.me, Inc, a Delaware corporation, having its principal place of business at 8280 Greensboro Drive, Suite 800, Tysons Corner, VA 22102 (hereinafter “ID.me”) provides certain data licenses, a license to the ID.me Widget, and access to the output of the ID.me Platform to permit its Customers to verify and/or authenticate End Users’ identity and/or community affiliation (as defined below), (collectively, the “Verification Product”); and

WHEREAS, Customer may desire to utilize the Verification Product provided by ID.me; and

WHEREAS, this Agreement is incorporated in the Customer’s contract with Reseller, and ID.me agrees in its Agreement with the Reseller to perform in accordance with this Agreement;

NOW, THEREFORE, USE OF ID.ME VERIFICATION PRODUCTS, OR ANY OF THEIR COMPONENTS OR ANCILLARY SERVICES, IS EXPRESSLY SUBJECT TO AND GOVERNED BY THIS AGREEMENT. Any term of this Agreement that expressly conflicts with U.S. Federal law or applicable state or local procurement law is hereby deleted from this Agreement and shall not apply.

ARTICLE I – RESPONSIBILITIES AND RIGHTS OF THE PARTIES

1.1. License Grant. ID.me will grant to Customer permission and access to the Verification Products for Customer’s own internal business purposes, subject to the restrictions and limitations set forth herein. For each unique user that is verified in accordance with the Customer selected policy level, ID.me will issue a non-exclusive, non-transferable, revocable, license to the Customer that begins on the date an individual or entity is first successfully verified (or renewal verification is performed) and valid during the term of any Order.

1.2. ID.me Responsibilities. ID.me will operate the ID.me Platform, which provides End Users with certain ability to verify with ID.me in accordance with the applicable End-User Agreements. ID.me will:

- a. Operate the ID.me Platform in accordance with NIST SP 800-37 and 53 controls; maintain a FedRAMP Moderate authorization to operate; maintain full service NIST IAL2, AAL2 certifications by a FICAM Trust Framework (Kantara); Maintain International Organization for Standardization (ISO) 27001 certification; Maintain Service Organization Control (SOC) 2 Type II certification
- b. Store all information within the security authorization boundary, data at rest, or data backup, within the continental United States (CONUS).
- c. Be responsible for compliance with applicable law, including, but not limited to applicable data security and privacy law (ex. GDPR and CCPA) as it receives End-User information.

1.3. Customer Responsibilities. Customer shall perform the following as applicable:

- (a) With ID.me's assistance, Customer will integrate ID.me's branded login, to be used as a federated identity, according to the instructions and design asset guidelines specified by ID.me at: <https://developers.id.me/brand-assets>. Customer agrees to give ID.me at least 30 days advance notice in writing before new user applications federated by ID.me are activated (go-live).
- (b) Customer is responsible for compliance with applicable law, including, but not limited to applicable data security and privacy law as it receives End-User information. Customer agrees not to use the Services in a manner not authorized under the Agreement, for purposes that are subject to the Fair Credit Reporting Act, or in violation of any applicable law (including but not limited to: Gramm-Leach-Bliley Act (15 U.S.C. § 6801, et seq.) and the Drivers Privacy Protection Act (18 U.S.C. § 2721, et seq.).
- (c) As part of the integration and go-live process for each application leveraging ID.me, the Customer agrees, that upon ID.me's request, Customer will:
 - a. Complete an ID.me intake assessment form that includes a description of the use case, user types, and anticipated volumes.
 - b. Share with ID.me a visual of the user's end-to-end experience from where the user initiates the journey with the Agency to where they are redirected back to the agency after successful verification, for the purpose of ensuring the most efficient user experience.
 - c. Provide escalation pathways for ID.me to route user issues to the Customer.
 - d. Grant ID.me an opportunity to review communications (broadcast + email) sent to users regarding their use of ID.me.

[These steps will ensure the accuracy of user-facing information, hyperlinks, and websites]

ARTICLE II – INTELLECTUAL PROPERTY; TRADEMARKS

2.1. Data Rights. Products are made available on a limited license or access basis. ID.me shall retain all right, title, and interest in and to ID.me's Pre-Existing Technology, the ID.me Platform and any derivative made by ID.me or for ID.me ("ID.me Derivative") and any Intellectual Property Rights related thereto. ID.me shall have the exclusive right, and shall be solely responsible, to apply for or register, maintain and bear all costs and expenses associated with, any patents, mask work rights, copyrights, and such other proprietary protections with respect to ID.me's Pre-Existing Technology and ID.me Derivatives. Customer agrees and acknowledges that any and all ownership rights in and to the ID.me Widget and ID.me Scan, and all Intellectual Property Rights therein, shall remain with ID.me and (as applicable) its licensors, and Customer shall only have the limited rights of use thereof as expressly set forth in this Agreement.

2.2. ID.me Trademarks. Customer acknowledges the great value of the goodwill associated with the ID.me's trade names, trademarks and branding (the "ID.me Trademarks") and agrees that the ID.me Trademarks are the sole property of ID.me. Customer agrees that it shall not assert any claim of ownership to the ID.me Trademarks or otherwise interfere with ID.me's sole and exclusive rights to said ID.me Trademarks. Any use and display of ID.me Trademarks by Customer shall inure to the benefit of ID.me.

2.3. Publicity Rights. ID.me may identify Customer as an ID.me customer in our publications to the extent contemplated by GSAR 552.203-71-RESTRICTION IN ADVERTISING. Customer may request that we cease any particular use of Customer's logo by submitting an email to legal@id.me any time. Please note that it may take us up to 30 days to

process your request. For Government customers, we will not suggest that you endorse the product but only that you are a customer of ID.me products.

2.4. Copyright Claims (DMCA) Notices. ID.me, Inc. responds to notices of alleged copyright infringement in accordance with the United States Digital Millennium Copyright Act (DMCA). If Customer believes that its work has been exploited in a way that constitutes copyright infringement, Customer may notify ID.me's agent for claims of copyright infringement. ID.me shall have no duty to indemnify in the event that the infringement claim arises out of any modification, addition, alteration, or use utilizing a third-party product not authorized by ID.me.

2.5. Except as otherwise expressly permitted in this Agreement, Customer will not: (a) reverse engineer, disassemble, decompile, translate, or otherwise seek to obtain or derive the source code, underlying ideas, algorithms, file formats or non-public APIs to any Products, except as permitted by law, or (b) remove or obscure any proprietary or other notices contained in any Product.

ARTICLE III - CONFIDENTIALITY AND NON-DISCLOSURE

3.1. Treatment of Confidential Information. ID.me and Customer acknowledge that in the course of their dealings under this Agreement, each Party, (as such, the "Disclosing Party") will provide and will permit the other Party (as such, the "Receiving Party") to have access to Confidential Information of the Disclosing Party. Each Party in its capacity as Receiving Party, agrees that it will: (a) hold all Confidential Information that it receives from the Disclosing Party in strict confidence; (b) use such Confidential Information solely for the proper performance of its functions and obligations under this Agreement; (c) upon termination of this Agreement it will return to the Disclosing Party all copies of such Confidential Information in the possession of the Receiving Party; (d) advise those to whom disclosure of the Confidential Information is made of the confidential nature of the Confidential Information and of the prohibitions contained herein; (e) not duplicate Confidential Information, except as reasonably necessary to perform its duties under this Agreement; and (f) not remove or destroy any proprietary or copyright notice appearing on Confidential Information. Each Party, in its capacity as Receiving Party, will cause each of its agents or employees who or which has access to the Confidential Information of the Disclosing Party to comply with the restrictions of confidentiality and non-use that are applicable to the Receiving Party in this Article V. Each Party, in its capacity as Receiving Party, acknowledges and agrees that a breach of its commitments in this Article V may result in damage to the other Party that may be irreparable in nature and is not susceptible on monetary determination and that, accordingly, in the event of any such breach, the non-breaching Party will have the right, in addition to all other rights and remedies permitted under applicable law, to seek and secure compliance by the breaching Party with such commitments through the order for injunctive relief by a court of competent jurisdiction.

3.2. Release from Restrictions. The provisions of Section 3.1 shall not apply to any Confidential Information disclosed hereunder which:

- a. was known or used by the Receiving Party prior to its date of disclosure to the Receiving Party, as evidenced by the prior written records of the Receiving Party; or
- b. either before or after the date of the disclosure to the Receiving Party, is lawfully disclosed to the Receiving Party by an independent, unaffiliated third party rightfully in possession of the Confidential Information; or
- c. either before or after the date of the disclosure to the Receiving Party, becomes published or generally known to the public through no fault or omission on the part of the Receiving Party or its Affiliates and under no obligation of confidentiality; or

- d. is required to be disclosed by the Receiving Party to comply with applicable laws, judicial order or to comply with governmental regulations, provided that the Receiving Party provides prior written notice of such disclosure to the Disclosing Party and reasonably cooperates with Disclosing Party's efforts and actions to avoid and/or minimize the degree of such disclosure.
- e. is a Verification Response (see definitions) that ID.me delivers to Customer under any Order. The Verification Response becomes the property of the Customer to be used in any lawful manner.

3.3. Survival of Confidentiality Obligations. The foregoing confidentiality obligations of the Parties shall remain binding on both Parties after termination of the Agreement for a period of three (3) years. The Parties acknowledge that any breach of this Article V may constitute irreparable harm, and that either Party shall be entitled to seek specific performance or injunctive relief to enforce this Article V in addition to whatever remedies such Party may otherwise be entitled to at law or in equity.

ARTICLE IV - REPRESENTATIONS AND WARRANTIES

4.1. Each Party represents and warrants that it will adhere to all applicable laws, rules, and regulations in performing its obligations hereunder.

4.2. Customer agrees to not use ID.me's Products in any way which: violates or infringes ID.me's or any third party's Intellectual Property Rights; transmits software viruses or any other computer code, files, or programs designed to interrupt, destroy, or limit the functionality of any computer software or hardware or telecommunications equipment.

4.3. ID.me Representations. ID.me represents and warrants that (i) any products and services provided by ID.me hereunder do not infringe on any Intellectual Property Rights of any third party; (ii) ID.me's will comply with the applicable specifications of NIST 800-63-2 Level of Assurance 3 or NIST 800-63-3 IAL2/AAL2.; and (iii) any products and services provided by ID.me hereunder are and will remain in compliance with applicable laws, rules, regulations, and any industry security standards.

4.4. Disclaimer. EXCEPT AS SPECIFICALLY SET FORTH IN THIS AGREEMENT (INCLUDING ANY EXHIBIT OR ORDER FORM HERETO) AND TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, EACH PARTY HEREBY AGREES THAT THE FOREGOING REPRESENTATIONS AND WARRANTIES CONSTITUTE SUCH PARTY'S SOLE AND EXCLUSIVE REPRESENTATIONS AND WARRANTIES UNDER THIS AGREEMENT. EACH PARTY, WITH RESPECT TO ITS OWN PRODUCTS, MAKES NO, AND DISCLAIMS ANY, WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE OR MERCHANTABILITY AND ANY WARRANTY AGAINST INTERFERENCE WITH QUIET ENJOYMENT. NO ORAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY SUCH PARTY SHALL CREATE A WARRANTY OR IN ANY WAY INCREASE THE SCOPE OF THE AFOREMENTIONED REPRESENTATIONS AND WARRANTIES. EXCEPT FOR THE WARRANTIES SET FORTH ABOVE, EACH PARTY EXPRESSLY DISCLAIMS ANY AND ALL WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, ALL EXPRESS WARRANTIES, IF ANY, MADE BY SUCH PARTY. THE FOREGOING EXCLUSIONS AND DISCLAIMERS ARE AN ESSENTIAL PART OF THIS AGREEMENT. FURTHERMORE, NEITHER PARTY WARRANTS THAT ITS PRODUCTS, SERVICES OR CONTENT WILL BE UNINTERRUPTED OR ERROR-FREE. ID.ME DOES NOT MAKE ANY REPRESENTATION REGARDING THE ACCURACY OF ANY DATA RECEIVED FROM THIRD PARTIES WHICH IS USED IN PROVISION OF ITS PRODUCTS OR SERVICES AND EXPRESSLY DISCLAIMS ALL LIABILITY ASSOCIATED WITH "SYNTHETIC IDENTITY" INFORMATION, FRAUDULENT INFORMATION OR OTHER INFORMATION PROVIDED BY BAD ACTORS WHICH IS PROVIDED TO ID.ME FOR

USE IN PROVISION OF ID.ME PRODUCTS OR SERVICES AND ANY RESULTS GENERATED FROM SUCH INFORMATION.

ARTICLE V - INDEMNIFICATION

5.1 Indemnification. Subject to applicable law, each Party (the “Indemnifying Party”) will defend, indemnify and hold the other Party (the “Indemnified Party”) harmless from and against any damages and liabilities awarded against the Indemnified Party and any costs and expenses, (including, without limitation, reasonable attorney’s fees) reasonably incurred by the Indemnified Party with respect to any third party claim, suit, action or proceeding brought against the Indemnified Party to the extent that it is based upon a claim (i) that the Indemnifying Party’s product(s), content or Intellectual Property Rights used by the Indemnified Party in accordance with this Agreement infringe any third party copyright, trade secret, trademark or patent, (ii) of wrongful death, bodily injury or physical destruction of tangible property to the extent resulting from any acts or omissions of the Indemnifying Party in the performance of its duties hereunder or resulting from the production, manufacture, sale, use, lease, consumption or promotion of the Indemnifying Party’s products and/or services, (iii) of misrepresentation, misstatement and/or false or misleading statement by the Indemnifying Party related to the Indemnifying Party’s products and/or services, (iv) the negligence or wilful misconduct of the Indemnifying Party, and/or (v) a breach by the Indemnifying Party of any representation, warranty, or covenant set forth in this Agreement. The Indemnifying Party’s obligations hereunder are contingent on the following conditions:

(a) the Indemnified Party must notify the Indemnifying Party in writing promptly (but in no event later than thirty (30) days) after the Indemnified Party becomes aware of a claim or the possibility thereof; provided, however, that failure to give prompt notice shall not relieve the Indemnifying Party of any liability hereunder (except to the extent the Indemnifying Party has suffered actual material prejudice by such failure); and

(b) the Indemnified Party must grant the Indemnifying Party the sole control of the settlement, compromise, negotiation, and defense of any such action, provided that the Indemnified Party shall be entitled to participate in such action at its own expense, and provided that the Indemnified Party shall have the right to approve any settlement requiring the Indemnified Party to pay any money, transfer any property or to undertake any action or obligation other than a release of claims (such approval not to be unreasonably withheld, delayed or conditioned); and

(c) the Indemnified Party must provide the Indemnifying Party with all information related to the action that is reasonably requested by the Indemnifying Party.

5.2 Settlements. The Indemnifying Party shall not be liable hereunder for any settlement made by the Indemnified Party without the Indemnifying Party’s advance written approval or for any award from any action in which the Indemnifying Party was not granted control of the defense.

5.3 Cooperation. The Parties agree to cooperate in good faith in the defense of any legal action or suit that causes one Party to invoke an indemnity hereunder.

ARTICLE XI – LIMITATION OF LIABILITY

6.1 TO THE EXTENT PERMITTED BY LAW, EXCEPT FOR LIABILITY ARISING FROM, IN CONNECTION WITH, OR AS A RESULT OF INSTANCES OF (I) GROSS NEGLIGENCE, FRAUD, WILLFUL OR CRIMINAL MISCONDUCT BY A PARTY, INCLUDING ITS EMPLOYEES, AGENTS, OR SUBCONTRACTORS; (II) DAMAGES AWARDED TO A THIRD PARTY FOR WHICH A PARTY IS OBLIGATED TO INDEMNIFY THE OTHER PARTY UNDER THIS AGREEMENT; (III) BREACH BY EITHER PARTY OF

ITS CONFIDENTIALITY OBLIGATIONS; OR (IV) INFRINGEMENT OR MISAPPROPRIATION OF INTELLECTUAL PROPERTY RIGHTS, NEITHER PARTY, NOR ANY OF ITS DIRECTORS, OFFICERS, EMPLOYEES OR AFFILIATES, SHALL BE LIABLE TO THE OTHER PARTY FOR INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES OF ANY KIND, INCLUDING ECONOMIC DAMAGE, INJURY TO PROPERTY, LOST PROFITS, LOSS OF BUSINESS OPPORTUNITY OR PUNITIVE DAMAGES, REGARDLESS OF WHETHER SUCH PARTY SHALL BE ADVISED, SHALL HAVE OTHER REASON TO KNOW, OR IN FACT SHALL KNOW OF THE POSSIBILITY OF THE FOREGOING. EXCEPT FOR LIABILITY ARISING FROM, IN CONNECTION WITH, OR AS A RESULT OF INSTANCES OF (I) GROSS NEGLIGENCE, FRAUD, WILLFUL OR CRIMINAL MISCONDUCT BY A PARTY, INCLUDING ITS EMPLOYEES, AGENTS, OR SUBCONTRACTORS; (II) DAMAGES AWARDED TO A THIRD PARTY FOR WHICH A PARTY IS OBLIGATED TO INDEMNIFY THE OTHER PARTY UNDER THIS AGREEMENT; (III) BREACH BY EITHER PARTY OF ITS CONFIDENTIALITY OBLIGATIONS; OR (IV) INFRINGEMENT OR MISAPPROPRIATION OF INTELLECTUAL PROPERTY RIGHTS, THE TOTAL LIABILITY OF EACH PARTY, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE AND WHETHER IN CONNECTION WITH THIS AGREEMENT OR ANY COLLATERAL CONTRACT, SHALL IN NO CIRCUMSTANCES EXCEED, IN THE AGGREGATE, AN AMOUNT EQUAL TO THE TOTAL CHARGES PAID OR PAYABLE BY CUSTOMER TO RESELLER PURSUANT TO THIS AGREEMENT FOR ID.ME VERIFICATION PRODUCTS FOR THE TWELVE (12) MONTHS PRIOR TO THE MONTH IN WHICH THE MOST RECENT EVENT GIVING RISE TO LIABILITY OCCURRED.

ARTICLE XII - MISCELLANEOUS PROVISIONS

7.1 Compliance with laws: The parties acknowledge that the Federal Government, as a sovereign, is subject to the laws of the United States. Nothing in this Agreement shall be interpreted to imply consent by any Federal Government Licensee to submit to the adjudicative or enforcement power of any regulatory, administrative, or judicial authority of, or the application of the laws of, another jurisdiction. Any provision inconsistent with applicable Federal law that is not listed above is hereby deemed omitted from this Agreement to the extent of such inconsistency. The Verification Products are “commercial items” as that term is defined at FAR 2.101. If Customer is a US Federal Government (Government) Executive Agency (as defined in FAR 2.101), ID.me provides the Products, including any related documentation, technical data, and/or professional services in accordance with the following: (a) if acquired by or on behalf of any Executive Agency (other than an agency within the Department of Defense (DoD), the Government acquires, in accordance with FAR 12.211 (Technical Data) and FAR 12.212 (Computer Software), only those rights in technical data and software customarily provided to the public as defined in this Agreement; or (b) If acquired by or on behalf of any Executive Agency within the DoD, the Government acquires, in accordance with DFARS 227.7202-3 (Rights in commercial computer software or commercial computer software documentation), only those rights in technical data and software customarily provided in this Agreement. In addition, DFARS 252.227-7015 (Technical Data – Commercial Items) applies to technical data acquired by DoD agencies. Any Federal Legislative Agency or Federal Judicial Agency shall obtain only those rights in technical data and software customarily provided to the public as set forth in this Agreement. If any Federal Executive Agency, Federal Legislative Agency, or Federal Judicial Agency has a need for rights not conveyed under the terms described in this Section, it must negotiate with ID.me to determine if there are acceptable terms for transferring such rights, and a mutually acceptable written addendum specifically conveying such rights must be included in any applicable contract or agreement to be effective.

7.2 The terms of this Section regarding U.S. Government Rights are in lieu of, and supersedes, any other FAR, DFARS, or other clause, provision, or supplemental regulation that

addresses Government rights in computer software or technical data under this Agreement. All other use is prohibited.

7.3 Fair Credit Reporting Act. The products and services provided pursuant to this Agreement are not provided by “consumer reporting agencies,” as that term is defined in the Fair Credit Reporting Act, (15 U.S.C. §1681, et seq.), (the “FCRA”), and do not constitute “consumer reports” as defined in the FCRA. The Verification Products may not be used in whole or in part as a factor in determining eligibility for credit, insurance, employment, or another purpose in connection with which a consumer report may be used under the FCRA or any similar law or regulatory requirement. Further, (A) Customer certifies that it will not use any of the information it receives under this Agreement, in whole or in part an individual’s eligibility for any of the following products, services or transactions: (1) credit or insurance to be used primarily for personal, family or household purposes; (2) employment purposes; (3) a license or other benefit granted by a government agency; or (4) any other product, service or transaction in connection with which a consumer report may be used under the FCRA or any similar statute, including without limitation apartment rental, check-cashing, or the opening of a deposit or transaction account. By way of clarification, without limiting the foregoing, Customer may use, except as otherwise prohibited or limited by this Agreement, information received under this Agreement for the following purposes: (1) to verify or authenticate an individual’s identity; (2) to prevent or detect fraud or other unlawful activity; Customer shall not use any of the information it receives through the Services to take any “adverse action,” as that term is defined in the FCRA or any similar law or regulatory requirement.

7.4 Restricted Rights. The Verification Products are classified as “Commercial Computer Products” and “Commercial Computer Documentation” developed at private expense, contain confidential information and trade secrets of ID.me and its licensors, and are subject to “Restricted Rights” as that term is defined in the Federal Acquisition Regulations. Contractor/Manufacturer is: ID.me, Inc.

7.5 If any provision of this Agreement is held to be void, invalid, unenforceable or illegal, the other provisions shall continue in full force and effect and the provision shall be rewritten to best reflect the intentions of the Parties and to remove the language.

7.6 Attorney’s Fees. To the extent legally permissible, in any legal action or other proceeding (including any arbitration proceeding) brought to enforce or interpret the terms of this Agreement, the prevailing Party or Parties shall be entitled to reasonable attorney’s fees and other costs and expenses incurred in that proceeding and in any subsequent appeals, in addition to any other relief to which it is entitled.

7.7 Successors and Assigns. Subject to Section 11.10 hereof, this Agreement shall be binding upon and inure to the benefit of the Parties hereto and their successors and permitted assigns.

7.8 Insurance. ID.me shall maintain commercially reasonable levels of insurance consistent with industry standards during the Term.

7.9 Force Majeure. Notwithstanding anything in this Agreement to the contrary, neither Party will be liable for failure or refusal to perform obligations under this Agreement, which have become practicably impossible because of circumstances beyond the reasonable control of the applicable Party. Such circumstances include, without limitation, natural disasters or acts of God; acts of terrorism; labor disputes or stoppages; war; government acts or orders; epidemics, pandemics or outbreak of communicable disease; quarantines; or any other cause, whether similar in kind to the foregoing or otherwise, beyond the Party’s reasonable control. Written notice of a Party’s failure or refusal to perform due to a force majeure event must be given to the other Party no later than three (3) business days following the force majeure event

commencing, which notice shall describe the force majeure event and the actions taken to minimize the impact thereof. All delivery dates under this Agreement affected by the force majeure condition shall be tolled for the duration of such force majeure. Notwithstanding anything in the foregoing to the contrary, neither Party shall be absolved from its failure to make monetary payments required hereunder, to purchase insurance required hereunder, or to indemnify, defend and hold harmless the other as required above as to those matters for which each Party is responsible. The Parties hereby agree, when feasible, not to terminate this Agreement, but to instead reschedule the pertinent obligations and deliverables for mutually agreed dates as soon as practicable after the force majeure condition ceases to exist.

7.10 Complete Agreement. This Agreement is the complete and exclusive statement of the agreement between Customer and ID.me relating to the use of the Products. Any purchase order or other document issued by Customer in connection with Customer's purchase of the Products (a "Purchase Order") will be placed pursuant to, and subject to, this Agreement.

ARTICLE VIII - DEFINITIONS

For the purposes of this Agreement, the following words and phrases shall have the following meanings:

8.1. "Affiliate" means any corporation, company, partnership, joint venture and/or firm which controls, is controlled by or is under common control with a Party. For purposes of this Section 1.1, "control" means (a) in the case of corporate entities, direct or indirect ownership of at least fifty percent (50%) of the stock or shares entitled to vote for the election of directors; and (b) in the case of non-corporate entities, direct or indirect ownership of at least fifty percent (50%) of the equity interests with the power to direct the management and policies of such non-corporate entities.

8.2. "Confidential Information" means any (i) information that is designated in writing as confidential, as well as the terms and conditions of this Agreement, (ii) information with respect to which the receiving Party is notified in writing that the information is being transmitted on a confidential basis, (iii) the course of dealing between Customer and its Affiliates that the disclosing Party or any of its Affiliates makes reasonable efforts to protect from disclosure to third parties, regardless of the medium or media on which such information is stored, recorded, conveyed, or communicated, including without limitation, (A) production figures; (B) technical drawings, product designs, and unpublished product specifications; (C) ideas for research and development; (D) computer software (including software that is proprietary to third parties and as to which Customer or ID.me, as applicable, has undertaken non-disclosure obligations to such third parties; (E) inventions, whether or not patentable; (F) cost, profit, and other financial data; (G) trade secrets; (H) any information to which a Party has access while on the other Party's business premises or using or accessing the other Party's technology systems; and (I) any other proprietary and/or confidential information which may relate to the products, technology, trade secrets, know-how, and/or other valuable business or technical information of a Party, whether disclosed prior to or after the Effective Date. The Parties agree that the ID.me Platform and all information contained therein are deemed to be Confidential Information of ID.me.

8.3. "Verification Response" means the instance of data delivered to the Customer (in accordance with the attributes listed in the Order Form) derived from ID.me's verification of data within the ID.me Platform and/or other authoritative data sources available to ID.me.

8.4. "Derivative" means any improvement, discovery, innovation, enhancement, derivative work, or modification of or to any Pre-Existing Technology that is made solely by or on behalf of one Party without contribution from the other Party in accordance with this Agreement.

8.5. "End-User Agreements" means the ID.me's privacy policy, terms of service, and any other acceptable use policy, content restrictions, end-user agreements and other terms and

conditions governing the end user use of the ID.me Products, which may be provided by ID.me as a click-through agreement for the use of ID.me’s software. Terms of Use are either posted online at <https://www.id.me> or will be provided by ID.me to the end user in an appropriate fashion. Such terms may be updated periodically in ID.me’s sole discretion.

8.6. “Fees” has the meaning set forth in the applicable Order Form.

8.7. “Community Affiliation” means the affiliation of a Customer End User with any particular organization, institution, entity or other group. Customer shall specify the Group Affiliations for which it desires its Customer End Users.

8.8. “ID.me Platform” means (a) ID.me’s information technology infrastructure, including but not limited to, all computers, software, hardware, databases (including database management systems and all ID.me Information stored therein), electronic systems and networks, Pre-Existing Technology and Derivatives; (b) the ID.me application programming interface and all accompanying documentation, code and related materials (the “API”); (c) ID.me Verify and branded logins (whether operated directly by ID.me or through the use of third party services), if applicable; and (d) the ID.me Trademarks and/or ID.me Intellectual Property contained and/or used to create Verification Responses. Information given directly to ID.me by End-Users and/or third parties in the course of ID.me’s performance under the Agreement shall (A) be stored in the ID.me Platform; and (B) shall belong to ID.me and/or the ID.me User as governed by the ID.me Terms of Service and applicable Privacy Policies.

8.9. “ID.me Derivative” has the meaning set forth in Section 4.1.

8.10. “ID.me Scan” means ID.me’s personal identification document scanning API and/or verification app and/or SDK solution used to perform certain identification scans and or provide certain verification results.

8.11. “ID.me Trademarks” has the meaning set forth in Section 4.2.

8.12. “ID.me Widget” means ID.me’s branded Single Sign On button.

8.13. “Intellectual Property Rights” means any and all now known or hereafter existing: (a) rights associated with works of authorship throughout the universe, including exclusive exploitation rights, copyrights, moral rights, and mask works; (b) trademark and trade name rights; (c) trade secret rights; (d) patents, designs, algorithms and other industrial property rights; (e) other intellectual property and proprietary rights of every kind and nature throughout the universe, whether arising by operation of law, by contract or license, or otherwise; and (f) all registrations, applications, renewals, extensions, combinations, divisions, or reissues of the foregoing.

8.14. “Order Form” means one or more written orders for Services, which will be in the form of work orders or purchase orders issued Customer and accepted by ID.me and which, upon execution by both parties, will become part of this Agreement.

8.15. “End User” means any Person who accesses Customer applications through Customer’s brick and mortar locations, Customer Websites, mobile phones and tablets and any other points of entry and uses the Verification Product, as set forth herein.

8.16. “Customer Websites” means the digital properties, to include websites and mobile applications, of Customer.

8.17. “Party” means ID.me or Customer or Reseller; and “Parties” means ID.me and Customer and Reseller in each case, as applicable.

8.18. “Person” means a corporation, limited liability company, partnership or other entity or an individual person.

8.19. “Personal Information” means information provided to ID.me in the course of ID.me’s performance under this Agreement that: (a) identifies or can be used to identify an individual (including, without limitation, names, signatures, addresses, telephone numbers, e-mail addresses and other unique identifiers); or (b) can be used to authenticate an individual (including, without limitation, employee identification numbers, government-issued identification numbers (including social security numbers, driver’s license numbers or state-issued identification numbers), passwords or PINs, financial account numbers, credit card numbers, debit card numbers, credit report information, biometric or health data, answers to security questions and other personal identifiers).

8.20. “Pre-Existing Technology” means technology, know-how and Intellectual Property Rights owned or developed by a Party (or to which such Party has a license to use, other than pursuant to this Agreement) prior to the development efforts undertaken hereunder by the Party, and all intellectual property rights inherent therein.

8.21. Public Sector Customer or “Customer” refers to a customer that is a government, legislature or decision making body, judiciary, instrumentality, department, or agency at any level (national, local, municipal or otherwise); entities managed controlled or majority owned by government interests; public organizations or foundations of any kind.

8.22. “Services” means the Verification Product provided by ID.me to Customer, which will be specified from time to time on an Order Form.

8.23. “Termination Date” means the date on which this Agreement terminates or expires, as set forth in this Agreement.

8.24. “Test” has the meaning as specified from time to time on an applicable Order Form.

8.25. “Verification Product” has the meaning set forth in the Recitals.

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