

**Carahsoft Rider to Manufacturer Commercial Supplier Agreements  
(for U.S. Government End Users)  
Revised 20161213**

- 1. Scope.** This Carahsoft Rider and the Manufacturer's Commercial Supplier Agreement (CSA) establish the terms and conditions enabling Carahsoft to provide Software and Services to U.S. Government agencies (the "Client" or "Licensee").
  
- 2. Applicability.** The terms and conditions in the attached Manufacturer's CSA are hereby incorporated by reference to the extent that they are consistent with Federal Law (e.g., the Anti-Deficiency Act (31 U.S.C. § 1341(a) (1) (B)), the Contracts Disputes Act of 1978 (41 U.S.C. § 601-613), the Prompt Payment Act, the Anti-Assignment statutes (31 U.S.C. § 3727 and 41 U.S.C. 15), 28 U.S.C. § 516 (Conduct of Litigation Reserved to Department of Justice (DOJ), and 28 U.S.C. § 1498 (Patent and copyright cases)). To the extent the terms and conditions in the Manufacturer's CSA is inconsistent with the Federal Law (*See* FAR 12.212(a)), they shall be deemed deleted and unenforceable under any resultant orders under Carahsoft's Multiple Award Schedule Contract, GS-35F-0119Y, including, but not limited to the following:
  - (a) Contracting Parties.** The Government customer (Licensee) is the "Ordering Activity", defined as an entity authorized to order under Government contracts as set forth in General Services Administration Order OGP 4800.2I, as may be revised from time to time. The Licensee cannot be an individual because any implication of individual licensing triggers the requirements for legal review by Federal Employee unions. Conversely, because of competition rules, the contractor must be defined as a single entity even if the contractor is part of a corporate group. The Government cannot contract with the group, or in the alternative with a set of contracting parties.
  
  - (b) Changes to Work and Delays.** Subject to General Services Administration Acquisition Regulation (GSAR) 552.238-81 Modifications (Federal Supply Schedule) (APR 2014) (Alternate I – APR 2014) and GSAR 552.212 -4 (f) Contract Terms and Conditions – Commercial Items, Excusable Delays (MAY 2015) (Alternate II – JUL 2009) (FAR Deviation – JUL 2015) (Tailored) regarding which of the GSAR and the FAR provisions shall take precedence.
  
  - (c) Contract Formation.** Subject to FAR Sections 1.601(a) and 43.102, the Government Order must be signed by a duly warranted contracting officer, in writing. The same requirement applies to contract modifications affecting the rights of the parties. All terms and conditions intended to bind the Government must be included within the contract signed by the Government.

- (d) Audit.** During the term of this CSA: (a) If Ordering Activity's security requirements included in the Order are met, Manufacturer or its designated agent may audit Ordering Activity's facilities and records to verify Ordering Activity's compliance with this CSA. Any such audit will take place only during Ordering Activity's normal business hours contingent upon prior written notice and adherence to any security measures the Ordering Activity deems appropriate, including any requirements for personnel to be cleared prior to accessing sensitive facilities. Carahsoft on behalf of the Manufacturer will give Ordering Activity written notice of any non-compliance, including the number of underreported Units of Software or Services ("Notice"); or (b) If Ordering Activity's security requirements are not met and upon Manufacturer's request, Ordering Activity will run a self-assessment with tools provided by and at the direction of Manufacturer ("Self-Assessment") to verify Ordering Activity's compliance with this CSA.
- (e) Termination.** Clauses in the Manufacturer's CSA referencing suspension, termination or cancellation of the Manufacturer's CSA, the License, or the Customer's Account are hereby deemed to be deleted. Termination, suspension or cancellation shall be governed by the GSAR 552.212-4 and the Contract Disputes Act, 41 U.S.C. §§ 601-613, subject to the following exceptions:
- Carahsoft may request cancellation or termination of the CSA on behalf of the Manufacturer if such remedy is granted to it after conclusion of the Contracts Disputes Act dispute resolutions process referenced in Section (q) below or if such remedy is otherwise ordered by a United States Federal Court.
- (f) Consent to Government Law / Consent to Jurisdiction.** Subject to the Contracts Disputes Act of 1978 (41 U.S.C §§ 7101-7109) and Federal Tort Claims Act (28 U.S.C. §1346(b)). The validity, interpretation and enforcement of this Rider and the CSA will be governed by and construed in accordance with the laws of the United States. All clauses in the Manufacturer's CSA referencing equitable remedies are deemed not applicable to the Government order and are therefore deemed to be deleted.
- (g) Force Majeure.** Subject to GSAR 552.212 -4 (f) Contract Terms and Conditions – Commercial Items, Excusable Delays (MAY 2015) (Alternate II – JUL 2009) (FAR Deviation – JUL 2015) (Tailored). Unilateral Termination by the Contractor does not apply to a Government order and all clauses in the Manufacturer's CSA referencing unilateral termination rights of the Manufacturer's CSA are hereby deemed to be deleted.
- (h) Assignment.** All clauses regarding Assignment are subject to FAR Clause 52.232-23, Assignment of Claims (MAY 2014) and FAR 42.12 Novation and Change-of-Name Agreements, and all clauses governing Assignment in the Manufacturer's CSA are hereby deemed to be deleted.
- (i) Waiver of Jury Trial.** All clauses referencing waiver of Jury Trial are subject to FAR Clause 52.233-1, Disputes (MAY 2014), and all clauses governing waiver of jury trial in the Manufacturer's CSA are hereby deemed to be deleted.

- (j) **Customer Indemnities.** All of the Manufacturer's CSA clauses referencing Customer Indemnities are hereby deemed to be deleted.
- (k) **Contractor Indemnities.** All of the Manufacturer's CSA clauses that (1) violate DOJ's right (28 U.S.C. 516) to represent the Government in any case and/or (2) require that the Government give sole control over the litigation and/or settlement, are hereby deemed to be deleted.
- (l) **Renewals.** All of the Manufacturer's CSA clauses that violate the Anti-Deficiency Act (31 U.S.C. 1341, 41 U.S.C. 11) ban on automatic renewal are hereby deemed to be deleted.
- (m) **Future Fees or Penalties.** All of the Manufacturer's CSA clauses that violate the Anti-Deficiency Act (31 U.S.C. 1341, 41 U.S.C. 11), which prohibits the Government from paying any fees or penalties beyond the Contract amount, unless specifically authorized by existing statutes, such as the Prompt Payment Act, or Equal Access To Justice Act 31 U.S.C. 3901, 5 U.S.C. 504 are hereby deemed to be deleted.
- (n) **Taxes.** Taxes are subject to GSAR 552.212-4(k) Contract Terms and Conditions – Commercial Items, Taxes (MAY 2015) (Alternate II – JUL 2009) (FAR Deviation – JUL 2015) (Tailored) and GSAR 552.212-4 (w) (1) (x) Contract Terms and Conditions – Commercial Items, Taxes (MAY 2015) (Alternate II – JUL 2009) (FAR Deviation – JUL 2015) (Tailored).
- (o) **Third Party Terms.** Subject to the actual language agreed to in the Order by the Contracting Officer. Any third party manufacturer will be brought into the negotiation, or the components acquired separately under Federally-compatible agreements, if any. Contractor indemnities do not constitute effective migration.
- (p) **Installation and Use of the Software.** Installation and use of the software shall be in accordance with the Rider and Manufacturer's CSA, unless an Ordering Activity determines that it requires different terms of use and Manufacturer agrees in writing to such terms in a valid task order placed pursuant to the Government contract.
- (q) **Dispute Resolution and Venue.** Any disputes relating to the Manufacturer's CSA and to this Rider shall be resolved in accordance with the FAR, the GSAR and the Contract Disputes Act, 41 U.S.C. §§ 7101-7109. See GSAR 552.212-4 (w) (1) (iii) Contract Terms and Conditions – Commercial Items, Law and Disputes (MAY 2015) (Alternate II – JUL 2009) (FAR Deviation – JUL 2015) (Tailored). The Ordering Activity expressly acknowledges that Carahsoft, as the vendor selling the Manufacturer's licensed software, shall have standing under the Contract Disputes Act to bring such claims that arise out of licensing terms incorporated into Multiple Award Schedule Contract GS-35F-0119Y.

**(r) Limitation of Liability: Subject to the following:**

Carahsoft, Manufacturer and Ordering Activity shall not be liable for any indirect, incidental, special, or consequential damages, or any loss of profits, revenue, data, or data use. Further, Carahsoft, Manufacturer and Ordering Activity shall not be liable for punitive damages except to the extent this limitation is prohibited by applicable law. This clause shall not impair the U.S. Government's right to recover for fraud or crimes arising out of or related to this Government Contract under any federal fraud statute, including the False Claims Act, 31 U.S.C. §§ 3729-3733.

**(s) Advertisements and Endorsements.** Unless specifically authorized by an Ordering Activity in writing, such use of the name or logo of any U.S. Government entity is prohibited.

**(t) Public Access to Information.** Manufacturer agrees that the CSA and this Rider contain no confidential or proprietary information and acknowledges the CSA and this Rider will be available to the public.

**(u) Confidentiality.** Any provisions that require the Licensee to keep certain information confidential are subject to the Freedom of Information Act, 5 U.S.C. §552, and any order by a United States Federal Court. The Licensee may provide information to other components of the United States Government pursuant to proper requests for such information as permitted by law, regulation or policy (e.g., disclosures to Congress, auditors, Inspectors General, etc.).

## TERMS OF USE: GOVERNMENT AGENCY CREDENTIAL SERVICE PROVIDER AGREEMENT

This GOVERNMENT AGENCY CREDENTIAL SERVICE PROVIDER AGREEMENT (the “Agreement”) is made as of the date set forth in the Order Form or similar document (the “Effective Date”), by and between ID.me, Inc., a Delaware Corporation (“ID.me”), and the Government Ordering Activity (“Agency”).

### W I T N E S S E T H:

WHEREAS, ID.me offers a Credential Service Provider (“CSP Service”) solution that permits Agencies to authenticate and verify the legal identity, credentials, and attributes of Agency End Users in order to make an access decision.

WHEREAS, Agency desires to utilize the CSP Service; and

WHEREAS, ID.me and Agency wish to enter into a relationship by which Agency will license the CSP Service from ID.me in exchange for payment of fees, all upon the terms specified in this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants set forth in this Agreement, ID.me and Agency agree as follows:

### ARTICLE I - DEFINITIONS

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

1.1. “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 1.2, “control” shall mean (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.

1.2. “Agency End User” means any person who accesses Agency’s citizen facing access points including but not limited to Agency’s brick and mortar locations, websites, native mobile applications, and call centers.

1.3. “Agency Report” shall have the meaning set forth in Section 4.2.

1.4. “Agency Websites” means the internet and mobile websites and applications of Agency.

1.5. “Confidential Information” means any (i) information that is designated in writing as confidential, (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 Agency 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 Agency 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 Database and all information contained therein are deemed to be Confidential Information of ID.me.

1.6. "Derivative" shall mean 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.

1.7. "Fees" has the meaning set forth in Section 4.1.

1.8. "Legal Identity" means the First Name, Last Name, Date of Birth, Address and other Personally Identifiable Information ("PII") as applicable that constitutes the bundle of attributes representing a unique American citizen or individual who is eligible to access information, benefits and services from government agencies.

1.9. "Certifications" means professional certifications such as physician status or attorney status and educational degrees like a bachelor's degree or a doctorate. Agencies shall specify if certain certifications are needed for Attribute Based Access Control to an application. For example, a healthcare provider will need to prove their Legal Identity as well as healthcare provider certification in order to access a healthcare provider portal on an agency site.

1.10. "Group Affiliation" means the affiliation of a Agency End User with any particular organization, institution, entity or other group. Agency shall specify the Group Affiliations for which it desires its Agency End Users.

1.11. "ID.me API" means ID.me's application programming interface and accompanying documentation, code and related materials.

1.12. "ID.me Derivative" has the meaning set forth in Section 6.1.

1.13. "ID.me Report" shall have the meaning set forth in Section 4.2.

1.14. "ID.me Trademarks" has the meaning set forth in Section 6.2.

1.15. "ID.me Widget" has the meaning set forth in Section 2.1(a).

1.16. "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.

1.17. "Licensed Materials" means the CSP Service, the ID.me API and the ID.me Trademarks.

1.18. "Party" means ID.me or Agency; and "Parties" means ID.me and Agency, in each case, as applicable.

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

1.20. “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).

1.21. “Pre-Existing Technology” shall mean 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.

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

1.23. “CSP Service” has the meaning set forth in the Recitals.

1.24. “Verification Response” has the meaning set forth in Section 2.1(c).

## ARTICLE II –RESPONSIBILITIES OF THE PARTIES

2.1. ID.me Responsibilities. ID.me shall provide the following to Agency:

(a) ID.me will provide access points to enable Agency End Users to enter information to prove their Legal Identity and other attributes and certifications as applicable to the appropriate Level of Assurance or Assurance Level as defined by NIST 800-63-2 or NIST 800-63-3 respectively by clicking on an ID.me branded widget (the “ID.me Widget”) on Agency Websites.

(b) ID.me shall administer identity proofing and authenticator binding for Agency End Users at the appropriate level of trust and return Agency End User to Agency website or mobile application through the ID.me API along with relevant attributes.

(c) ID.me shall deliver the Verification Response, which constitutes one or more identity attributes or claims, with respect to any Agency End User’s identity to Agency over the ID.me API via commonly used identity protocols including OAuth 2.0, SAML 2.0, and OpenID Connect (the “Verification Response”).

(d) ID.me will conform to the technical and policy controls listed in the prevailing NIST standards set forth in NIST 800-63-2 or NIST 800-63-3 as applicable. ID.me’s accreditation as conformant with NIST standards is currently published at <https://www.idmanagement.gov/trust-services/#consumer-identity-credentials>

(e) ID.me will provide Agency End Users with access to a dedicated Frequently Asked Questions page for the Agency program hosted by ID.me.

(f) ID.me will provide all services, processes, technologies, and other resources utilized by ID.me in connection with providing its services to Agency as contemplated by this Agreement (collectively, “Resources”). The parties will work together in good faith to ensure the successful integration, interfacing, and compatibility of the Resources and Agency’s systems, such that the performance thereof is not adversely affected by, nor adversely affects, the services for which Agency subscribes, or any of Agency’s customers, vendors, or service providers, whether as to functionality, speed, service levels, interconnectivity, reliability, availability, performance, response times, or similar measures.

(g) The CSP Service transfers data in one direction: from ID.me at the request of the Agency End User to the Agency. Notwithstanding the foregoing, ID.me represents and warrants that its collection, access, use, storage, disposal and disclosure of Personal Information does and will comply with all applicable federal privacy and data protection laws, as well as all other applicable regulations and directives. If Agency wishes to share Attributes or Certificates that constitute Personally Identifiable Information with the ID.me CSP Service, then ID.me will conform to FedRAMP standards and compliance as demonstrated by an auditor and an Authority to Operate (“ATO”) from Agency.

2.2. Agency Responsibilities. Agency is subject to the following restrictions:

(a) As appropriate, Agency will require Agency End Users to prove their identity at Agency Websites and in-person locations.

(b) Agency will integrate the ID.me Widget according to the design asset guidelines specified by ID.me at: <https://developer.id.me/documentation/assets>

(c) Agency will integrate the ID.me API according to the standards specified by ID.me at <https://developer.id.me/> or according to written guidance supplied to Agency by ID.me.

### ARTICLE III – LICENSE

3.1. License to Use Licensed Materials. During the Term, and subject to the terms and conditions of this Agreement, ID.me grants to Agency a non-exclusive, non-transferrable, non-sub-licensable, revocable, limited license to access, display, and use the Licensed Materials for the purpose of confirming and verifying the Legal Identity, Attributes, and Certifications of Agency End Users in accordance with the terms and conditions of this Agreement.

3.2. No Sublicense. Agency may not sublicense, transfer or assign any of the Licensed Materials without the prior written consent of ID.me, except that Agency may freely assign its rights and/or obligations hereunder to an Affiliate so long as Agency provides prior written notice of such assignment and Agency remains obligated to perform the obligations hereunder following such assignment.

### ARTICLE IV – PRICING

4.1. Fees. In connection with the services and products provided by ID.me to Agency as provided in this Agreement, Agency hereby agrees to pay ID.me the Fees (including any overage fees) for those services and products. Fees paid by you are non-refundable, except as provided in this Agreement or when required by law.



4.2. Agency Report. Within fifteen days of the end of each calendar month, ID.me will provide Agency with an invoice accompanied by a report detailing all credentials issued to unique Agency End Users at a given Level of Assurance or Assurance Level through the CSP Service.

4.3. Price Changes. After the Initial Term, ID.me may change the Fees charged for the CSP Service provided that ID.me will provide you with reasonable prior written notice before the renewal period. Notwithstanding the foregoing, all changes to price and price-related terms and conditions shall be in accordance with the terms and conditions of Carahsoft Technology Corporation's (Carahsoft's) GSA Multiple Award Schedule (MAS) 70 contract.

#### ARTICLE V- SUPPORT AND UPDATES

5.1. Technical Support. ID.me will promptly respond to Agency's technical inquiries regarding Agency's use of the Licensed Materials provided Agency has purchased ID.me's technical support service.

5.2. Agency End User Support. ID.me provides first-line customer service support for Agency End Users in support of the CSP Service. Agency may elect to have ID.me provide call center support or the Agency may provide call center support directly per the pricing terms and options listed in the Order Form or similar document.

5.3. Updates. If ID.me updates, modifies or iterates any ID.me products or solutions, including the ID.me API or any related software, ID.me shall use commercially reasonable efforts to provide advance notice to Agency or, and implement, those updates, modifications and iterations and provide Agency with all such reasonable assistance as it may require to ensure continued uninterrupted use of the Licensed Materials.

#### ARTICLE VI – INTELLECTUAL PROPERTY; TRADEMARKS

6.1. ID.me Intellectual Property Rights. ID.me shall retain all right, title, and interest in and to ID.me's Pre-Existing Technology 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. Agency shall execute such documents, render reasonable assistance, and take such other actions as ID.me may reasonably request, at ID.me's expense, to apply for, register, perfect, confirm, and protect ID.me's rights in the foregoing. Without limiting the scope of the foregoing, Agency agrees and acknowledges that any and all ownership rights in and to the ID.me Widget and ID.me Verify, and all Intellectual Property Rights therein, shall remain with ID.me and (as applicable) its licensors, and Agency shall only have the limited rights of use thereof as expressly set forth in this Agreement.

6.2. ID.me Trademarks. Agency 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. Agency 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 Agency shall inure to the benefit of ID.me.

6.3. 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 you believe that your work has been exploited in a way that constitutes copyright infringement, you may notify ID.me's agent for claims of copyright infringement.

## ARTICLE VII - CONFIDENTIALITY AND NON-DISCLOSURE

7.1. Treatment of Confidential Information. ID.me and Agency 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 VII. Each Party, in its capacity as Receiving Party, acknowledges and agrees that a breach of its commitments in this Article VII 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. The Parties to this Agreement will also not disclose to any third persons that each Party is currently under contract unless given written permission by the other Party prior to the release of such information to any outside persons or parties.

7.2. Release from Restrictions. The provisions of Section 7.1 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.

7.3. 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.

## ARTICLE VIII - TERM AND TERMINATION

8.1. Term. Unless otherwise earlier terminated pursuant to the terms of this Agreement, this Agreement shall be effective upon the date that Agency makes the ID.me CSP Service available to Agency End Users on Agency Websites and for a period of one (1) years thereafter (the "Initial Term"). The Initial Term and any Renewal Terms thereafter shall be collectively referred to herein as the "Term."

8.2. Mutual Termination. This Agreement may be terminated at any time by a written agreement signed by both Parties.

8.3. Termination for Breach. Upon any material breach or default under this Agreement by either Party, the Party not in default or breach (the "Non-Breaching Party") may terminate this Agreement upon thirty (30) days written notice to the Party in default or breach (the "Breaching Party"), with such termination to become effective upon expiration of said thirty (30) day period, unless within said thirty (30) day period the Breaching Party shall have cured such breach or default.

8.4. Termination Upon Insolvency Proceedings. A Party may terminate this Agreement if the other Party (the "Insolvent Party") enters into a bankruptcy proceeding (voluntary or involuntary) under any applicable law, if any encumbrancer takes possession of or a receiver, administrative receiver or similar officer is appointed over any of the property or assets of the Insolvent Party or if the Insolvent Party makes any voluntary arrangement with its creditors or becomes subject to an administration order or has an administrator appointed or goes into liquidation or has a resolution for its winding-up passed (except for the purpose of amalgamation or reconstruction not involving insolvency where the resulting entity agrees to be bound by or assumes the obligations imposed on the Insolvent Party) or anything analogous to any of these events under the law of any jurisdiction occurs in relation to the Insolvent Party or if the Insolvent Party ceases or threatens to cease to carry on business.

### 8.5. Consequences of Termination.

(a) Upon the expiration or termination of this Agreement:

(i) Agency will pay ID.me all earned but unpaid Fees as of the Termination Date;

(ii) All licenses granted hereunder shall immediately and automatically terminate, and Agency shall cease use of all Licensed Materials, the ID.me Widget and the ID.me CSP Service;

(iii) Each Receiving Party shall destroy or return, at the Disclosing Party's option, all of the Confidential Information, and any copies thereof, of the Disclosing Party within the Receiving Party's possession or control.

(iv) Agency shall return any hardware or remove any software provided by ID.me to Agency within ninety (90) days of the termination of this agreement. Agency shall have the option to purchase any hardware provided from ID.me upon the mutual agreement of both parties.

(b) The provisions of Articles VI through XIII, will survive the expiration or termination of this Agreement.

(c) Any termination or expiration of this Agreement shall not serve to eliminate any liability arising out of conduct prior to the actual date of termination or expiration, and either Party may, following such termination or expiration, pursue such remedies as may be available with respect to such liabilities. In addition, notwithstanding the termination or expiration of this Agreement, any provisions of this Agreement specifically providing for survival shall continue in full force and effect.

## ARTICLE IX - REPRESENTATIONS AND WARRANTIES

9.1 Authorization. Each Party represents and warrants to the other that it has the legal right, authority and power to enter into this Agreement, to extend the rights granted or to be granted to the other in this Agreement, and to fully perform its obligations hereunder, and that it has not made and will not make any commitments to others in conflict with or in derogation of such rights or this Agreement. Each Party further represents to the other that, as of the Effective Date, and to its actual knowledge, it is not aware of any legal obstacles, including, without limitation, patent rights of others, which could reasonably be expected to prevent it from carrying out its obligations under this Agreement. In addition, each Party represents and warrants that it will adhere to all applicable laws, rules, and regulations in performing its obligations to the other Party hereunder.

9.2 ID.me Warranty. ID.me represents and warrants that it has the right to grant to Agency a licence (or sub-licence, as the case may be) to use the Licensed Materials as contemplated by this Agreement.

9.3 Functionality Warranty. ID.me warrants that the Licensed Materials will operate in a manner consistent with general industry standards reasonably applicable to the provision hereof.

9.4 Security Warranty. ID.me shall have in place industry standard information security safeguards designed to protect the confidentiality, availability and integrity of “Systems” and “Confidential Information” while in its possession and control. Agency shall be responsible for the security of its access keys and shall promptly notify ID.me of any unauthorized use of any account or keys or any other known breach of security related to ID.me’s access keys or data or ID.me API endpoints.

9.5 Transparency Agreement. Agency agrees to not forge headers or otherwise manipulate URLs or keys in order to disguise the origin of Data transmitted through ID.me API; disrupt the normal flow or otherwise act in a manner that negatively affects other users' ability to use the ID.me API; upload, post, collect or store personal data about other users unless specifically authorized by such users; provide, procure or permit third party access to the ID.me API unless expressly so authorized by ID.me. You agree not to use ID.me's services in any way which: violates or infringes anyone'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;

9.6 ID.me Representations. ID.me represents and warrants that (i) the Licensed Materials and any other products and services provided by ID.me hereunder do not infringe on any Intellectual Property rights of any third party; (ii) it will provide its services to Agency in a manner consistent with the generally accepted industry standards reasonably applicable to this Agreement; (iii) the Licensed Materials and any other products and services provided by ID.me hereunder are and will remain in compliance with applicable laws, rules, regulations, and any

industry security standards, and will not contain or transmit to Agency or the Agency End-Users any known viruses, worms, time bombs, Trojan horses, and/or other harmful or malicious code, files, scripts, agents or programs.

9.7 Disclaimer. EXCEPT AS SPECIFICALLY SET FORTH IN THIS AGREEMENT (INCLUDING ANY EXHIBIT 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 OR CONTENT WILL BE UNINTERRUPTED OR ERROR-FREE.

#### ARTICLE X - INDEMNIFICATION

10.1 Indemnification. ID.me (the "Indemnifying Party") will defend, indemnify and hold Customer (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 Indemnifying Party may participate in 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.

10.2 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.

10.3 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

11.1 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 A SUM EQUAL TO THE SUM OF FEES PAID IN THE TWELVE MONTHS PRIOR TO THE BREACH.

11.2 NOTWITHSTANDING SECTION 11.1, ID.ME'S LIABILITY TO AGENCY SHALL BE EXCLUSIVELY LIMITED TO DIRECT DAMAGES ARISING FROM THE USE OF CREDENTIALS UNDER THIS AGREEMENT, INCLUDING NEGLIGENCE AND MISCONDUCT, AND SHALL NOT EXCEED THE LESSER AMOUNT OF A) THREE TIMES THE TOTAL AMOUNT OF AWARD OR B) \$40 PER CLAIM, WHERE EACH CLAIM IS BASED ON AN INDIVIDUAL CREDENTIAL AFFECTED.

11.3 NOTWITHSTANDING THE FOREGOING SUBSECTIONS 11.1 AND 11.2, ID.ME AND AGENCY ACKNOWLEDGE THAT ID.ME SHALL HAVE NO LIABILITY WHATSOEVER, WHETHER IN CONTRACT, EQUITY, TORT OR OTHERWISE, RELATING TO THIS AGREEMENT, TO THE EXTENT THAT THE LOSSES, LIABILITIES, OR DAMAGES ARE:

- A) DUE TO AN UNAUTHORIZED OR FRAUDULENT USE OF THE CREDENTIAL ISSUED BY ID.ME THAT IS DUE TO THE FAULT OR NEGLIGENCE OF THE AGENCY END USER, SO LONG AS ID.ME DID NOT HAVE REASON TO BE AWARE OF SUCH UNAUTHORIZED OR FRAUDULENT USE;
- B) DUE TO A BREACH OF AGENCY END USER DATA MAINTAINED BY ID.ME SO LONG AS SUCH BREACH DID NOT RESULT IN INTRUSION INTO, INTERFERENCE WITH, COMPROMISE, OR DESTRUCTION OF ID.ME'S CREDENTIAL;

AND/OR

- C) DUE TO ANY INDIVIDUAL OR ENTITY OTHER THAN ID.ME CAUSING AN INTRUSION INTO, INTERFERENCE WITH, COMPROMISE, OR DESTRUCTION OF ID.ME'S CREDENTIAL OR ANY COMPONENT OR ELEMENT THEREOF, OR DUE TO ACTS OF GOD AFFECTING THE ID.ME CREDENTIAL OR ANY COMPONENT OR ELEMENT THEREOF, UNLESS ANY SUCH EVENTS OCCUR AS A RESULT OF ID.ME HAVING FAILED TO TAKE COMMERCIALY REASONABLE PROTECTIVE MEASURES, IF AVAILABLE, AGAINST SUCH INTRUSION, INTERFERENCE, COMPROMISE, OR DESTRUCTION.

11.4 IN NO EVENT SHALL ID.ME BE LIABLE FOR ANY EXEMPLARY, PUNITIVE, INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES, INCLUDING, WITHOUT LIMITATIONS, ANY LOSS OF PROFITS, LOSS OF DATA, BUSINESS INTERRUPTION, OR COST OF PROCUREMENT OF SUBSTITUTE CREDENTIALS, HOWEVER CAUSED, AND ON ANY THEORY OF LIABILITY, WHETHER FOR BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE AND STRICT LIABILITY), OR OTHERWISE. THE FOREGOING LIMITATIONS WILL APPLY WHETHER OR NOT ID.ME HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, WHETHER OR NOT ID.ME COULD HAVE FORESEEN SUCH DAMAGES, AND NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY.

NOTWITHSTANDING THE FOREGOING, ANY PROVISIONS SET FORTH IN THIS AGREEMENT THAT OPERATE TO LIMIT DAMAGES SHALL NOT BE APPLICABLE TO ANY DAMAGES RESULTING FROM INFRINGEMENT OF THE INTELLECTUAL PROPERTY RIGHTS OF ANY THIRD PARTY.

#### ARTICLE XII - NOTICES AND OTHER COMMUNICATIONS

12.1 Notices. Any notice required or permitted by this Agreement shall be in writing and shall be deemed sufficient upon receipt, when delivered personally or by courier, overnight delivery service, electronic mail or confirmed facsimile, or forty-eight (48) hours after being deposited in the regular mail as certified or registered mail (airmail if sent internationally) with postage prepaid, if such notice is addressed to the Party to be notified at such Party's address or facsimile number as set forth below, or as subsequently modified by written notice:

- (a) if to Agency, ID.me will send notice to the e-mail address Agency has registered with ID.me.
- (b) if to ID.me, to:

ID.me, Inc.  
8281 Greensboro Drive  
Suite 600  
Tysons Corner, VA 22102  
Attention: Blake Hall  
Email: blake@ID.me

with a copy to (which copy shall not constitute notice):

LKP Global Law, LLP  
1901 Avenue of the Stars, Suite 480  
Los Angeles, CA 90067  
Attention: Donald S. Lee  
Facsimile: (424) 239-1882  
Email: dlee@lkpgl.com

#### ARTICLE XIII - MISCELLANEOUS PROVISIONS

13.1 Descriptive Headings. The descriptive headings of this Agreement are inserted for convenience of reference only and do not constitute a part of this Agreement.

13.2 Governing Law. This Agreement shall be construed, governed, interpreted and applied in accordance with federal law.

13.3 Entire Agreement. The Parties hereto acknowledge that this Agreement, the terms and conditions of Carahsoft's MAS 70 Contract, and all Exhibits and Schedules attached hereto set forth the entire agreement and understanding of the Parties hereto as to the subject matter hereof and supersede all prior understandings and writings related thereto.

13.4 Amendment Waiver. This Agreement shall be modified or amended only in writing signed by ID.me, Carahsoft, and the GSA Contracting Officer. Any waiver, consent or approval of any kind or character on the part of any Party of any provisions or conditions of this Agreement must be made in writing and shall be effective only to the extent specifically set forth in such writing. The failure of either party to assert a right hereunder or to insist upon compliance with any term or condition of this Agreement shall not constitute a waiver of that right or excuse a similar subsequent failure to perform any such term or condition by the other party.

13.5 Independent Contractors. The Parties hereto are independent contractors and nothing contained in this Agreement shall be deemed to create the relationship of Agencies, joint venturers, or of principal and agent, franchiser and franchisee, or of any association or relationship between the Parties other than as expressly provided in this Agreement. Agency acknowledges that it does not have, and Agency shall not make representations to any third party, either directly or indirectly, indicating that Agency has any authority to act for or on behalf of ID.me or to obligate ID.me in any way whatsoever. ID.me acknowledges that it does not have, and it shall not make any representations to any third party, either directly or indirectly, indicating that it has any authority to act for or on behalf of Agency or to obligate Agency in any way whatsoever.



13.6 Severability. If any provision of this Agreement is or becomes, at any time or for any reason, unenforceable or invalid, no other provision of this Agreement shall be affected thereby, and the remaining provisions of this Agreement shall continue with the same effect as if such unenforceable or invalid provision shall not have been inserted in this Agreement.

13.7 Assignment. Neither this Agreement nor any of the rights or obligations hereunder may be assigned by either Party without the prior written consent of the other Party; provided that either Party may freely assign or sublicense its rights hereunder to an Affiliate of such Party upon prior written notice to the other Party; provided, however, that such assignee: (i) is not a competitor of the non-assigning Party; (ii) agrees in writing to be bound by and comply with the terms and conditions of this Agreement prior to the effective date of the assignment; and (iii) the assigning Party demonstrates to the other Party's reasonable satisfaction that the assignee possesses a technical competence and financial net worth equal to or greater than those of the assigning Party. Any assignment in violation of this Section 13.9 shall be void.

13.8 Successors and Assigns. Subject to Section 13.9 hereof, this Agreement shall be binding upon and inure to the benefit of the Parties hereto and their successors and permitted assigns.

13.9 Insurance. ID.me shall maintain commercially reasonable levels of insurance consistent with industry standards, the type and coverage as the Parties mutually agree upon, naming Agency as an additional insured and loss payee on the applicable insurance for which such designation is possible, during the Term.

*[THE REMAINDER OF THIS PAGE IS LEFT BLANK INTENTIONALLY]*