

## IDgo SERVICE LICENSE AND HOSTING AGREEMENT

This IDGO SERVICE LICENSE AND HOSTING AGREEMENT (the “Agreement”) is entered into and effective as of the last date of the parties’ signatures below (the “Effective Date”), by and between IDgo, Inc., an Oregon corporation (“IDgo”), and \_\_\_\_\_ (“Customer”).

### RECITALS

A. IDgo is in the business of providing online software as a service having functionality that provides end users private and secure authentication (the “IDgo Service”). As used herein, the IDgo Service means and includes, without limitation, providing online software as a service having functionality that provides end users private and secure authentication, and all corresponding source code and computer code, user interfaces, systems, components, algorithms, features, and documentation and as further defined in Exhibit A.

B. Customer desires to obtain certain rights to access and use the IDgo Service to be hosted, made available and maintained by IDgo, and authorize its End Users. As used herein, “End Users” means a customer of Customer that is authorized to access and/or use the IDgo Service pursuant to the terms of an agreement between Customer and the End User; or (ii) Customer’s employees or independent contractors authorized to access and/or use the IDgo Service pursuant to the terms and conditions of this Agreement)

C. IDgo desires to grant Customer such rights, subject to and in accordance with the terms and conditions of this Agreement.

NOW, THEREFORE, based on the foregoing recitals and the mutual obligations and responsibilities of the parties set forth herein, the total sufficiency of which is hereby acknowledged, the parties agree as follows:

### AGREEMENT

**1. License Rights.** In order to enable the integration of the IDgo Service with the Customer Systems (as used herein, Customer Systems means Customer’s equipment, networks, systems, and other computing resources used by Customer to access and/or use, or to enable End Users to access and/or use, the IDgo Service and so as to permit Customer’s and/or its End Users’ access to and use of the IDgo Service), IDgo hereby grants Customer the following rights:

**1.1 License.** During the Term and subject to the terms and conditions set forth in this Agreement, IDgo hereby grants to Customer of the IDgo Service, a limited, terminable, non-transferrable, non-sublicensable, non-exclusive license to: (i) integrate the IDgo Service with the Customer Systems such that End Users can access and use the IDgo Service; and (ii) access and use the IDgo Service, and authorize and permit its End Users to access and use the IDgo Service, in all cases solely for such End Users’ personal, non-commercial use. The specifications for the IDgo Service are set forth in Exhibit A.

**1.2 License Rights.**

**1.2.1 IDgo Marks.** Subject to the terms and conditions set forth in this Agreement, IDgo hereby grants to Customer, during the Term, a limited, non-transferrable, non-sublicensable, non-exclusive right and license to use the IDgo Marks,. As used herein, IDgo Marks means the trademarks, service marks, and trade dress of IDgo as specified by IDgo for the sole purpose of marketing, promoting and advertising the IDgo Service pursuant to Section 3.1.1.

**1.2.2** Customer shall comply with all IDgo branding and/or trademark guidelines provided by IDgo, as amended from time to time, and Customer acknowledges and agrees that IDgo shall have the right to monitor and approve (such approval not to be unreasonably withheld, conditioned or delayed) any and all use by Customer of the IDgo Marks hereunder.

**1.2.3** IDgo will provide Customer electronic versions of the IDgo Marks, where applicable. Customer shall not distort, modify, cut apart, or otherwise alter the IDgo Marks in any way, except that Customer may proportionally resize the IDgo Marks for purposes of displaying the IDgo Marks on its marketing and advertising collateral.

**1.2.4** Customer Marks. Customer hereby grants to IDgo a limited, non-exclusive, non-transferable, non-sublicensable, royalty-free license to use the Customer Marks, for the sole purpose of customizing the IDgo Service so as to display the Customer Marks on the IDgo Service and to make the customized IDgo Service available for use by End Users. As used herein, Customer Marks means the trademarks, service marks, and trade dress of Customer.

**1.2.5** Customer Data. Customer's use and/or licensing of the IDgo Service will result in IDgo's use and/or processing of Customer Data, as used herein defined as information, data, and other content, in any form or medium, that is collected, downloaded, or otherwise received, directly or indirectly, from Customer or an End User by and/or through the IDgo Service. Accordingly, during the Term and subject to the terms and conditions set forth herein, Customer hereby grants to IDgo a limited, non-transferable, non-sublicensable, non-exclusive, royalty-free license to Customer Data to enroll End Users in the IDgo Service and other uses consistent with providing the IDgo Service to the Customer and End Users to in accordance with the terms of this Agreement.

**1.3** Restrictions and Limitations. The rights granted by IDgo to Customer pursuant to Section 1.1 above are subject to the following restrictions and limitations:

**1.3.1** Customer shall not, and shall not permit any third party to, make available or otherwise provide access to the IDgo Service other than to End Users.

**1.3.2** Customer will not authorize or permit any of its employees, agents, representatives, or any third party to access or use the IDgo Service or any other IDgo IP, as used herein defined as (i) the IDgo Service; (ii) IDgo's Confidential Information; (iii) the Resultant Data; (iv) any and all know-how, concepts, discoveries, data, formulae, ideas, improvements, materials, computer software, patentable and non-patentable inventions, and technologies developed, created and/or reduced to practice by or for IDgo either prior to or following the Effective Date hereof; and (v) any and all Intellectual Property Rights with respect to the foregoing in order to build any product or service that is competitive with the IDgo Service, or that copies or emulates any features, functions or graphics of the IDgo Service and/or any IDgo IP, in each case, without the express written permission of IDgo.

**1.3.3** Customer's Terms of Service (TOS) and Privacy Policy will be referenced and linked from the enrollment screen or end users will agree to an IDgo end user license agreement and Privacy Policy before using the IDgo Service.

## **2. Support, Maintenance and Hosting.**

**2.1** The IDgo Service will be hosted and made available by IDgo on servers controlled and maintained by IDgo. IDgo shall use commercially reasonable efforts to respond to and correct any failures and/or deficiencies affecting the access to, use and/or availability of the IDgo Service pursuant to the support obligations and service levels set forth in Exhibit B attached hereto.

**2.2** IDgo will adopt security measures with respect to the IDgo Service in accordance with the Data Security Practices attached hereto as Exhibit C.

### **3. Customer Obligations and Responsibilities.**

#### **3.1 Distribution.**

**3.1.1** During the Term Customer will, at its sole cost and expense, promote to its customers (members) the use of IDgo in the channels and manner it deems appropriate. Customer acknowledges and agrees that the presentation of the IDgo Service shall: (a) display and feature IDgo's trademarks and/or branding, including without limitation, IDgo™. IDgo will have the right to review and inspect any and all such marketing and advertising collateral upon request.

**3.1.2** Customer shall make no representations or warranties to its End Users on behalf of IDgo, including without limitation, any representations or warranties concerning the IDgo Service.

**3.2 Customer Systems and Customer Data.** Customer acknowledges and agrees that Customer is solely responsible for, and that IDgo shall have no responsibility or liability of any kind in connection with, the content, development, operation, support or maintenance of the Customer Systems and/or the Customer Data.

#### **3.3 End Users.**

**3.3.1** Customer shall cause its End Users to adopt and enter into (1) the form of End User License Agreement found at [www.idgo.io/eula](http://www.idgo.io/eula) or (2) a license agreement (the "End User Agreement") having terms consistent with (but no less restrictive than) the terms and conditions set forth the End User License Agreement described in clause (1) and in this Agreement. Customer acknowledges and agrees that: (i) IDgo has the right, upon written demand, to be provided and inspect copies of all End User Agreements entered into between Customer and its End Users with respect to the IDgo Service.

**3.3.2** Customer shall strictly comply with all Legal Requirements, as used herein defined as all applicable national, state, regional and local laws and regulations in connection with the performance of its respective obligations and responsibilities hereunder with respect to the processing and security of Personal Data, including without limitation, by prominently displaying and/or posting a privacy policy or notice that accurately describes for End Users the Personal Data that is collected by Customer, including as by and through the IDgo Service, and how such information is used and/or shared by Customer with third parties, including IDgo.

### **4. Pricing and Payments.**

**4.1 Pricing.** Customer's customers (members) shall not be charged for using the IDgo Service related to interactions with Customer.

**4.2 Fees.** In consideration of the rights granted by IDgo to Customer hereunder, Customer shall pay fees to IDgo in connection with Customer's use and/or licensing of the IDgo Service as set forth in and pursuant to the terms of Exhibit D hereto. Any and all fees shall be due and payable within thirty (30) days of Customer's receipt of IDgo's invoice.

**4.3 Late Payment.** If Customer fails to make any undisputed payment when due then, in addition to all other remedies that may be available, IDgo may charge interest on the past due amount at the rate of 1.5% per month calculated daily and compounded monthly or, if lower, the highest rate permitted pursuant to Legal Requirements.

## 5. Intellectual Property Rights.

**5.1 Ownership; Reservation of Rights.** Except as otherwise set forth in this Agreement, the integration of the IDgo Service with the Customer Systems is not intended to create a joint work between the parties or to otherwise grant to either party any rights in or ownership of the other party's Intellectual Property Rights. Accordingly, as between Customer and IDgo, all right, title and interest in and to the IDgo IP, and all versions, copies, components, modifications, enhancements and derivatives thereof, and any and all other Intellectual Property Rights associated therewith, are and shall remain the sole and exclusive property of IDgo and/or its licensors, and under no circumstances will this Agreement be construed, by implication, estoppel, or otherwise, to confer any right in the IDgo IP or any other products, systems, methods or technology that are not explicitly identified herein, and Customer shall not make use of the IDgo IP except as expressly authorized by this Agreement. Conversely, as between Customer and IDgo, all right, title and interest in and to the Customer IP, and all versions, copies, components, modifications, enhancements and derivatives thereof, and any and all other Intellectual Property Rights associated therewith, are and shall remain the sole and exclusive property of Customer and/or its licensors, and under no circumstances will this Agreement be construed, by implication, estoppel, or otherwise, to confer any right in the Customer IP or any other products, systems, methods or technology that are not explicitly identified herein, and IDgo shall not make use of the Customer IP except as expressly authorized by this Agreement.

## 6. Representations and Warranties. Each party represents and warrants as follows:

**6.1 Mutual Representations and Warranties.** Each party represents, warrants and covenants to the other that: (i) it is a duly organized business entity validly existing under the laws of its respective jurisdiction of organization; (ii) it will strictly comply with all Legal Requirements; (iii) it has the full power and authority to enter into this Agreement and perform its obligations under this Agreement; (iv) this Agreement is a legal, valid, and binding obligation, enforceable in accordance with its terms; and (v) the signing of this Agreement and the performance by each party of its obligations under this Agreement will not: (a) breach any agreement with any third party, or give any person the right to accelerate any obligation; (b) violate any law, judgment, or order; or (c) require the consent, authorization, or approval of any person, including without limitation any governmental body.

**6.2 IDgo Representations and Warranties.** IDgo represents and warrants to Customer that it owns all right, title and interest in and to the IDgo Service, or otherwise has all rights in the IDgo Service necessary to grant the rights granted by IDgo to Customer hereunder. IDgo further represents and warrants that IDgo Service will function in accordance with any written documentation provided by IDgo to Customer.

**6.3 Customer Representations and Warranties.** Customer represents and warrants to IDgo that Customer owns all right, title and interest in and to the Customer Data and the Customer Marks, or otherwise has all rights in the Customer Data and the Customer Marks necessary to grant the rights granted by Customer to IDgo hereunder and to perform Customer's obligations and responsibilities under this Agreement.

## 7. Disclaimer. EXCEPT AS OTHERWISE SET FORTH IN THIS SECTION 7 AND EXCEPT FOR ANY REPRESENTATIONS OR WARRANTIES THAT BY LAW CANNOT BE DISCLAIMED, THE IDGO SERVICE IS PROVIDED "AS IS." IDGO DOES NOT MAKE, AND HEREBY EXPRESSLY DISCLAIMS, ANY AND ALL REPRESENTATIONS AND WARRANTIES OF ANY KIND IN CONNECTION WITH THE IDGO SERVICE AND/OR IDGO'S PERFORMANCE UNDER THIS AGREEMENT, INCLUDING WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, VALIDITY, AND/OR NON-INFRINGEMENT, OR ANY REPRESENTATIONS OR WARRANTIES ARISING FROM

COURSE OF PERFORMANCE, COURSE OF DEALING, OR USAGE OF TRADE. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, FOR PURPOSES OF CLARITY, IDGO DOES NOT REPRESENT OR WARRANT AND HEREBY DISCLAIMS THAT THE IDGO SERVICE WILL PERFORM WITHOUT ERROR OR INTERRUPTION. THE DISCLAIMERS AND LIMITATIONS OF LIABILITY SET FORTH IN THIS AGREEMENT SHALL APPLY NOTWITHSTANDING THE FAILURE OR ALLEGED FAILURE OF ANY ESSENTIAL PURPOSE.

## **8. Term and Termination**

**8.1** Term. This Agreement shall commence as of the Effective Date and shall, unless earlier terminated as set forth in this Section, continue in effect for a period of two (2) years (the “Initial Term”). Upon the expiration of the Initial Term (and each Renewal Term thereafter), this Agreement shall automatically renew for additional one (1) year periods, provided that neither party has given written notice to the other of its intent not to renew this Agreement at least thirty (30) days prior to the expiration of the Initial Term or the then current Renewal Term. The Initial Term and any Renewal Term(s) are collectively referred to herein as the “Term.”

### **8.2 Termination.**

**8.2.1** IDgo shall have the right to terminate this Agreement, upon written notice, in the event Customer fails to make any past due payment owed by Customer to IDgo hereunder within thirty (30) days of IDgo’s written request therefor.

**8.2.2** Either party may terminate this Agreement, upon written notice, in the event that: (i) the other party breaches any material terms or provisions of this Agreement and such breach continues for a period of at least thirty (30) days following the receipt by the breaching party of notice of the breach, or effective immediately if the breach cannot be reasonably cured within such thirty (30) day period or the breaching party fails to diligently pursue a cure for such breach within such thirty (30) day period; or (ii) the other party is named as a debtor in a petition for bankruptcy, makes an assignment for the benefit of creditors, seeks any other similar relief under any bankruptcy law or related statute, or otherwise ceases to do business in the ordinary course.

**8.2.3** Upon the termination or expiration of this Agreement, no matter the reason and except as otherwise expressly set forth herein, Customer and/or End Users shall have no further rights to access and/or use the IDgo Service by and through Customer, and all rights and responsibilities of the parties hereunder will immediately and automatically terminate.

**8.2.4** Any amounts owed by Customer to IDgo as of the effective date of the termination or expiration of this Agreement from the use and/or licensing of the IDgo Service hereunder shall be paid no later than thirty (30) days following the effective date of such termination or expiration, or as otherwise set forth in Exhibit D hereto.

**8.2.5** Except as otherwise set forth herein, for any Customer Data in IDgo’s possession, custody, or control as of the effective date of termination or expiration of this Agreement, IDgo shall promptly deliver to Customer, in either electronic and/or tangible form, all such Customer Data.

**8.2.6** Customer acknowledges and agrees that the IDgo Service provides secure authentication unique to each End User. Accordingly, IDgo shall have the right, notwithstanding the termination or expiration of this Agreement, to continue to provide the IDgo Service to any such End User should the End User desire to continue to use the IDgo Service as their secure authentication.

**8.2.7** The expiration or termination of this Agreement for any reason will not release any party from any obligation that matured prior to the effective date of such expiration or termination.

## **9. Indemnity and Limitation of Liability**

### **9.1 By IDgo.**

**9.1.1** IDgo will defend, indemnify and hold harmless Customer, its successors and assigns, and each of the officers, directors, employees, customers, members, shareholders, agents and representatives of the foregoing, for, from and against, any and all damages, losses, liabilities, claims, fines, penalties and expenses (including costs of investigation and defense and reasonable attorneys' fees), as a result of any claims (actual or alleged), proceedings, actions, arbitrations, audits, hearings, investigations and suits, whether civil, criminal, administrative, investigative or informal, commenced, brought, conducted or heard by or before, or otherwise involving, any court, administrative agency, or other governmental body, or any arbitrator, to the extent resulting from or arising out of any claim (actual or alleged) that the IDgo Service infringes any patent, copyright, trademark, or other third party Intellectual Property Right, constitutes a misappropriation of any trade secret, or violates any other intellectual or proprietary right of any third party. Notwithstanding the preceding sentence, IDgo shall have no obligation to defend, indemnify or hold harmless Customer, its successors or assigns, and/or their respective officers, directors, employees, customers, members, shareholders, agents and representatives, for, from or against, any such damages, losses, liabilities, claims, fines, penalties or expenses to the extent arising from or related to: (i) the unauthorized use or misuse of the IDgo Service; (ii) the combination of the IDgo Service with any hardware, software, or other technology or materials not supplied by IDgo except as authorized in writing by IDgo and Customer; (iii) IDgo's use of the Customer Data and/or the Customer Marks; and (iv) the modification, alteration or change to the IDgo Service other than by IDgo.

**9.1.2** In the event the IDgo Service violates or infringes, or is believed by IDgo to violate or infringe, the Intellectual Property Rights of a third party, IDgo shall, in addition to its indemnity obligations under Section 9.1.1 above, use commercially reasonable efforts to: (i) obtain for Customer, at no additional cost to Customer, a license or other rights to continue using the IDgo Service under this Agreement; or (ii) modify the IDgo Service such that the IDgo Service is no longer infringing. Notwithstanding the preceding sentence, if IDgo is unsuccessful in connection with the foregoing or the foregoing options are not commercially practicable, either party shall have the right to terminate this Agreement upon thirty (30) days prior written notice to the other party. In the event of such termination by Customer, Customer shall not be required to pay for the IDgo Service past the time of the termination.

**9.1.3** The rights and/or remedies set forth in this Section 9.1 shall be Customer's sole and exclusive rights and/or remedies in the event of any claim or allegation that the IDgo Service violates, infringes, or otherwise misappropriates the Intellectual Property Rights or other proprietary rights of any third party.

### **9.2 By Customer.**

**9.2.1** Customer shall defend, indemnify, and hold harmless IDgo, its successors and assigns, and each of the officers, directors, employees, customers, members, shareholders, agents and representatives of the foregoing, for, from and against, any and all damages, losses, liabilities, claims, fines, penalties and expenses (including costs of investigation and defense and reasonable attorneys' fees), arising from or relating to any claims (actual or alleged), proceedings, actions, arbitrations, audits, hearings, investigations and suits, whether civil, criminal, administrative, investigative or informal, commenced, brought, conducted or heard by or before, or otherwise involving, any court, administrative agency, or other governmental body, or any arbitrator, to the extent resulting from or arising out of: (i) the material breach by Customer of this Agreement; (ii) any claim (actual or alleged) that the Customer Marks or the Customer

Data infringe any patent, copyright, trademark, or other third party Intellectual Property Right, constitute a misappropriation of any trade secret, or violate any other intellectual or proprietary right of any third party; (iii) the unauthorized use or misuse of the IDgo Service; (iv) IDgo's use of the Customer Data and/or the Customer Marks; or (v) any dispute or other claim by an End User, including without limitation, any claim or allegation that Customer has breached or violated an End User Agreement.

**9.3 Indemnification Procedure.** The foregoing indemnity obligations are subject to and conditioned upon: (i) the party owed indemnity hereunder (the "Indemnified Party") promptly notifying the party owing indemnity (the "Indemnifying Party") of any claim for which indemnity is owed (a "Claim"), provided that, the failure of the Indemnified Party to promptly notify the Indemnifying Party of the Claim will not relieve the Indemnifying Party of its duties under this Section 9 unless the Indemnifying Party is materially prejudiced by the delay; (ii) the Indemnifying Party being granted the exclusive control of the defense and settlement (including all decisions relating to litigation, defense and appeal) of any such Claim; provided that, without the Indemnified Party's prior written consent, not to be unreasonably withheld, the Indemnifying Party may not settle such Claim in any manner that would: (a) not result in a full and complete release in favor of the Indemnified Party; (b) require payment, unless fully indemnified hereunder; or (c) require any affirmative conduct (other than a payment for which the Indemnified Party is fully indemnified hereunder) or an admission of fault or liability on the part of the Indemnified Party; and (iii) the Indemnified Party providing reasonable cooperation to the Indemnifying Party, at the Indemnifying Party's cost and expense, in its defense and/or settlement of the Claim. The Indemnified Party may participate in, but not control, the defense of such Claim using attorneys of its choice and at its sole cost and expense.

**9.4 Exclusion of Consequential Damages.** EXCEPT IN CONNECTION WITH SECTION 9.1 OR SECTION 9.2 ABOVE OR A BREACH BY A PARTY OF ITS CONFIDENTIALITY OBLIGATIONS SET FORTH IN SECTION 10 BELOW, IN NO EVENT WILL EITHER PARTY BE LIABLE TO THE OTHER PARTY UNDER THIS AGREEMENT FOR ANY PUNITIVE, SPECIAL, CONSEQUENTIAL, OR INDIRECT DAMAGES, INCLUDING WITHOUT LIMITATION, LOST PROFITS OR LOSS OF OR DAMAGE TO DATA, EVEN IF THE PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND REGARDLESS OF THE CAUSE OF ACTION FOR WHICH SUCH DAMAGES ARE SOUGHT.

**9.5 Cap on Damages.** NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, OTHER THAN IN CONNECTION WITH A CLAIM THAT IDGO OWES INDEMNITY PURSUANT TO SECTION 9.1 ABOVE AND AS SET FORTH IN SECTION 10 BELOW, IN NO EVENT SHALL THE TOTAL AGGREGATE LIABILITY OF IDGO HEREUNDER EXCEED THE TOTAL AMOUNTS PAID BY CUSTOMER TO IDGO UNDER THIS AGREEMENT DURING THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE ACCRUAL OF THE CLAIM FOR WHICH SUCH DAMAGES ARE ALLEGED TO BE OWED.

## **10. Confidentiality**

**10.1** Customer has entered into (or will enter into) a confidentiality agreement with IDgo and all terms and conditions of that confidentiality agreement are incorporated herein by reference.

## **11. Insurance.**

**11.1** Each party shall obtain and maintain technology errors and omissions insurance with limits of liability not less than \$1,000,000 USD on an occurrence basis and \$1,000,000 USD on an aggregate basis.

**11.2** IDgo shall also maintain Cyber liability insurance coverage for damages and expenses arising from the unauthorized access to NPPI, data records or other confidential information of a 3<sup>rd</sup> party (collectively “3<sup>rd</sup> party data”), data compromise protection, identity recovery protection for lost 3<sup>rd</sup> party data, loss of stored 3<sup>rd</sup> party data, theft of 3<sup>rd</sup> party data, credit monitoring protection, disruption of network capabilities and disclosure of introduction of malicious or damaging code, viruses, Trojan horses, or worms onto a 3<sup>rd</sup> party’s computer system. Coverage limits shall be not less than One Million (\$1,000,000.00) Dollars per occurrence and Two Million (\$2,000,000.00) Dollars in the aggregate.

**11.3** Waiver of Subrogation. IDgo will obtain from any insurer providing insurance to them as required by this Agreement, a waiver of any right of subrogation that such insurer may acquire against Customer by virtue of payment of any loss under such insurance.

**11.4** Notwithstanding any other provision of this Agreement or any Exhibit or supplement hereto to the contrary or which would otherwise limit or qualify the rights or remedies of the Customer, the parties agree that: IDgo shall be liable to the Customer on account of any breach hereof by IDgo which constitutes or gives rise to an insured occurrence under any of the liability insurances specified in this section, to the full extent of the limits of such insurance(s)

## **12. General.**

**12.1** Transfer of Rights and Obligations. Neither party shall assign or otherwise delegate its respective rights or obligations under this Agreement without the prior written consent of the other party. Notwithstanding the preceding sentence, either party may assign this Agreement to a third party (provided that, where Customer is the assigning party, such third party is not a direct and material competitor of IDgo) as part of a merger by such party with the third party or as part of a sale by such party of substantially all of its assets or equity to such third party. Any attempted assignment or delegation in violation of this Section 12.1 will be void.

**12.2** Notices. All notices, demands, or other written communications required or permitted to be given under this Agreement will be in writing and will be considered given when delivered (or when delivery thereof is refused) via personal service; Certified Mail, Return Receipt Requested addressed to the parties at the addresses set forth below (or at such other addresses as a party may specify by notice to the other party). Notices, demands, or other written communications that are sent in any manner other than as described in this Section 12.2 will be void and not binding on the party sending or receiving the communication.

If to IDgo:  
IDgo  
10260 SW Greenburg Road, 4th Floor  
Portland, Oregon 97223

If to Customer:  
Heritage Bank

**12.3** No Joint Venture; No Agency. Nothing contained in this Agreement will constitute this arrangement to be that of employment, joint venture, or partnership. Except as specified in this Agreement, no party will have the right, power, or implied authority to create any obligation or duty, express or implied, on behalf of another party.

**12.4** Severability. The provisions of this Agreement are independent of each other, and the invalidity or unenforceability of any term, clause, or provision of this Agreement will not affect the validity or enforceability of any other term, clause, or provision, and such invalid or unenforceable term, clause, or provision will be deemed to be removed from this Agreement.

**12.5 Binding Effect.** This Agreement will be binding upon and inure to the benefit of the parties and their respective affiliates, parent or related companies, successors, permitted licensees, and/or permitted assigns.

**12.6 Authority.** Any person signing this Agreement in a representative capacity acknowledges his or her authority to do so and his or her authority to bind the entity on whose behalf the Agreement is signed.

**12.7 Governing Law/Venue.** This Agreement shall be controlled by and construed under the laws of the State of Oregon. The Parties agree that the exclusive jurisdiction and venue for any action or claim regarding this Agreement shall be in the Circuit Court for the State of Oregon for the County of Washington, or (if such state court does not have jurisdiction) in U.S. District Court for the District of Oregon located in Portland, Oregon.

**12.8 Modification; No Waiver.** This Agreement will not be amended or modified except in a writing signed by all parties. No waiver by a party of any breach or default of any of the provisions of this Agreement will be deemed a waiver as to any subsequent and/or similar breach or default.

**12.9 Force Majeure.** No party will be liable for or will be considered to be in breach of or in default under this Agreement on account of, any delay or failure to perform any obligation under this Agreement due to causes or conditions that are beyond such party's reasonable control and that such party is unable to overcome through the exercise of commercially reasonable diligence. If any force majeure event occurs, the affected party will give prompt written notice to the other party and will use commercially reasonable efforts to minimize the impact of the event. In the event the Force Majeure event lasts more than 60 days, the non-affected party shall have the right to terminate this Agreement. In the event Customer terminates this Agreement pursuant to this provision, Customer shall not be required to pay for the IDgo Service past the time of the termination and IDgo shall be required to refund the pro-rated sum of Annual Recurring Platform Fee (for the remaining term) to Customer for any amounts that have been paid by Customer. In addition, IDgo shall refund any unused Customer User Authentications at the rate Customer purchased them as set forth in Exhibit D.

**12.10 Survival.** The confidentiality requirements set forth in Section 10 shall survive the termination or expiration of this Agreement and shall continue for as long as the Recipient is in possession of Confidential and/or Customer Information. The provisions of this Agreement that by their nature, terms or context are intended to survive the expiration or termination of this Agreement will survive such expiration or termination.

**12.11 No Third Party Beneficiaries.** Except as set forth in Section 9 above, the parties do not intend to confer any right or remedy on any third party.

**12.12 Entire Agreement.** This Agreement constitutes the entire agreement between the parties and there are no understandings, agreements, or representations, oral or written, not specified herein regarding this Agreement. Any and all prior agreements or representations respecting the subject matter of this Agreement, whether written or oral, expressed or implied, are terminated and of no further effect.

**12.13 Execution in Counterparts.** This Agreement may be executed in counterparts by facsimile or e-mail, each of which will be deemed an original and all of which together will constitute one and the same instrument.

IN WITNESS WHEREOF, the parties, intending to be legally bound, have caused this Agreement to be executed by their respective duly authorized agents effective as of the Effective Date.

IDgo, INC.

CUSTOMER

By: \_\_\_\_\_

By: \_\_\_\_\_

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

## EXHIBIT A

### Product Description, Specifications and Modifications

The IDgo Service generates a digital identity credential for remote and in-person authentication use cases.

Elements of the IDgo authentication service include:

1. IDgo online accounts for use by End Users
2. IDgo Agent and IDgo Admin web apps for use by Customers
3. IDgo API for use by Customers

Features of the IDgo identity authentication service include:

1. End user authentication
  - Deterministic authentication using FIDO2 – WebAuthn, verified FIDO credential
  - Device biometric agnostic
  - Privacy preserved - no biometrics stored
  - Omni channel
  - Portability – same authentication process across many enterprises
2. End user account enrollment
  - Agent-based
  - API-based
  - Bulk pre-enroll
  - Account recovery
3. Administration
  - Enrollment invitations, authentication requests
  - Account life cycle management
  - Agent user account setup, permissions
  - Transaction reports
  - Relying party specific required proofs and branding
4. Service Features
  - Complete authentication as a service delivered as no code or low code
  - Microservices architecture
  - Internet-connected device support
  - Web API (at no charge)
  - Compliance : SOC 2
  - Conformance: GDPR, CCPA

Customer shall ensure, and shall be solely responsible for ensuring, that the Customer Systems fully integrate with, connect to, and interact with the IDgo Service. The specifications for the integration of the IDgo Service (the “Specifications”) with the Customer Systems are set forth in Exhibit A hereto or on IDgo’s website. IDgo shall cooperate with Customer so as to facilitate the integration of the IDgo Service with the Customer Systems, and IDgo shall further use commercially reasonable efforts to customize the IDgo Service such that the IDgo Service displays Customer’s trademarks and other branding, as specified by Customer and agreed by IDgo.

Following the Effective Date, IDgo may change, alter, or modify the Specifications and/or the IDgo Service, or any part thereof (“Modification(s)”). Customer acknowledges and agrees that any such Modifications may change the manner in which the IDgo Service connects to and/or interacts with the Customer Systems. To the extent that any such Modifications materially change the way in which the IDgo Service connects to and/or interacts with the Customer Systems, IDgo will provide not less than thirty (30) days’ prior written notice of any such Modifications (the “Modification Notice Period”), except where the Modification is for purposes of remediating a security breach or other exigency or for purposes of complying with Legal Requirements.

## EXHIBIT B

### Service Level Agreement

This Service Level Agreement (SLA) sets forth the Service Availability Commitment and Support Obligations for the IDgo Service to which Customers and its customers (members) have obtained rights to use.

#### Definitions

“Downtime” means the total number of minutes in the calendar quarter that the IDgo Service is not available except for Excluded Downtime.

“Excluded Downtime” means the total number of minutes in the calendar quarter attributed to:

- (i) actions or inactions of Customer or third parties beyond the control of IDgo;
- (ii) force majeure events which cause a delay or failure to perform beyond a party’s reasonable control, which such party is unable to overcome by exercise of reasonable diligence, including acts of God, war, terrorism, strikes, failures of suppliers, fires, floods or earthquakes.

“Quarterly Uptime Percentage” means the total number of minutes in the calendar quarter minus the number of minutes of Downtime, divided by the total number of minutes in the calendar quarter.

#### Service Availability Commitment

IDgo shall use all reasonable commercial efforts to ensure that the IDgo Service meet a Quarterly Uptime Percentage of 99.99% in any calendar quarter commencing at IDgo’s activation of the IDgo Service for Customer and its End Users. This SLA shall apply to Customer as long as Customer is current on its payment obligations.

#### Termination under SLA

In the event IDgo fails to meet at least 90% Quarterly Uptime Percentage in any three months during the contract terms, Customer may immediately terminate the Agreement. In the event of a such termination, Customer shall not be required to pay for the IDgo’s IDgo Service past the time of the termination and IDgo shall be required to refund the pro-rated sum of Annual Recurring Platform Fee (for the remaining term) to Customer for any amounts that have been paid by Customer. In addition, IDgo shall refund any unused Customer User Authentications at the rate Customer purchased them as set forth in Exhibit D.

#### Support Obligations

IDgo will make commercially reasonable efforts to provide support to Customer as specified in the table below (“Support Response Times”) based on the priority level assigned to the support request. IDgo will offer an online support system for Customer to submit support requests at any time.

IDgo support response times are 8:00 AM Eastern time to 5:00 PM Pacific time Monday – Saturday.

<u>Support Request Priority Level</u>	<u>Support Response Time</u>
Basic support request	< 24 hours
Emergency support request	< .5 hours

EXHIBIT C  
Data Security Practices

1. Definitions. Capitalized terms used in the Agreement shall have the same meaning for purposes of this Data Security Practices Exhibit . The following terms shall have the meanings set forth below for purposes of this Exhibit:

“Data Security Requirements” means the data security requirements set forth in this Exhibit, including, without limitation, the IDgo Security Measures set forth in Section 4 below.

“Service Location” means each facility used to provide the IDgo Service, including any hosting, data center, co-location or other facility operated by IDgo or a IDgo Supplier at or from which the IDgo Service is provided.

“IDgo Security Measures” means appropriate safeguards and controls which conform to the requirements set forth herein and which are used by IDgo and each IDgo Supplier to protect the security and privacy of Customer Data, including: (i) safeguards and controls against the destruction, loss, or alteration of Customer Data; and (ii) safeguards and controls against unauthorized access to Customer Data.

“IDgo Suppliers” means any supplier of IDgo, at any tier, performing or providing any aspect of the IDgo Service on behalf of IDgo.

2. Compliance at Each Service Location. Each Service Location must meet or exceed the Data Security Requirements set forth in this Exhibit, including, without limitation, the IDgo Security Measures set forth in Section 4 below. IDgo is responsible for compliance with these Data Security Requirements at each Service Location.
3. No Portable Media. Customer Data may not be stored or maintained on portable media or devices without Customer’s prior written approval.
4. IDgo Security Measures. In accordance with generally accepted industry practices and the specific requirements set forth herein, IDgo (and IDgo suppliers) will establish and maintain IDgo Security Measures sufficient to meet or exceed these Data Security Requirements. Without limitation of the foregoing, IDgo Security Measures will, at a minimum, include the following:
  - i. Information Security Policies: IDgo will establish and maintain information security policies and controls for the facilities, network, and systems at each Service Location that support the delivery of the IDgo Service. Such information security policies will describe IDgo’s information security requirements, responsibilities, roles, controls, and risk management practices pertaining to information protection, privacy, and site and internal security. IDgo will comply with such information security policies and will use commercially reasonable measures to ensure compliance by all IDgo employees, agents and IDgo Suppliers that support the delivery of the IDgo Service.

- ii. Physical Security: The systems used to access, process and store Customer Data shall be operated in an environment equipped with reasonable measures designed to protect the physical security and integrity thereof.
- iii. Access Controls: IDgo shall maintain access controls that prevent the unauthorized access, disclosure or use of Customer Data including, without limitation, the following access controls: (a) limiting access to systems supporting the delivery of the IDgo Service to authorized personnel who have a need for such access for purposes of providing the IDgo Service; (b) limiting access to any Customer Data stored or processed on such systems only for such access as necessary in order to provide the IDgo Service; and (c) revoking all access privileges of any IDgo employee, agent or IDgo subcontractor or supplier that no longer has reason to access the systems supporting the IDgo Service.
- iv. Firewalls: IDgo firewalls will be configured in accordance with industry standard practices to minimize the risk of unauthorized access to Customer Data.
- v. Communication Protocols: The transfer, exchange or other communication of Customer Data requires industry standard secure mechanisms.
- vi. Protection against Malicious Code: IDgo will not introduce any viruses, worms, Trojan horses, logic bombs, disabling code, or other malicious code into Customer systems or data (“Malicious Code”).
- vii. Intrusion Detection: Before the IDgo Service is placed into live use with Customers’ customers (members), IDgo will deploy a monitoring system or service intended to detect and prevent against abnormal network traffic that would indicate a potential intrusion by unauthorized users for purposes of interrupting services or accessing data. Appropriate procedures for dealing with an intrusion will be maintained and followed.
- viii. Data Encryption: Customer Data transferred from servers/systems that are vulnerable to outside sources are to be encrypted in transit and at rest.
- ix. Back-Up Storage and Security: IDgo will have and maintain policies, processes, and for back-up of data containing Customer Data, image repositories and provisioned environments.
- x. Business Continuity Management: IDgo will have and maintain a documented disaster recovery plan.
- xi. Security & Compliance Assessments. Prior to and during the provision of the IDgo Service, Customer may ask for an information security compliance report to assess whether IDgo maintains information security controls appropriate to protect Customer Data and to identify, prevent, and mitigate any security breach in connection with the provision of the IDgo Service (each a “Security Assessment”).

5. Independent Certification of IDgo’s Controls.

Independent Certifications. If available, IDgo will provide upon request by Customer with copies of all independent, third party certifications (each an “Independent Certification”) of IDgo’s applicable data security controls (e.g.; SOC 2) that address all or a portion of the subject matter of these Data Security Requirements (e.g., information security, internal controls, privacy). If Customer determines that one or more Independent Certifications provide an adequate assessment of the IDgo Security Measures, Customer may accept such Independent Certifications in lieu of all or a portion of the Security Assessment described in Sections above.

## **Exhibit D**

### **Pricing**

Pricing for the IDgo service to be as noted in the Genesys AppFoundry listing for IDgo.