

## IMPORTANT: READ CAREFULLY

YOU MUST READ AND AGREE TO THIS CERTIFICATE HOLDER AND SECURED SITE SEAL LICENSE AGREEMENT (“AGREEMENT”) BEFORE APPLYING FOR, ACCEPTING OR USING ANY HYDRANTID CERTIFICATE SERVICES OR SECURED SITE SEAL. IF YOU DO NOT AGREE TO THE TERMS OF THIS AGREEMENT, YOU MAY NOT USE A HYDRANTID CERTIFICATE OR DISPLAY OR USE THE HYDRANTID SECURED SITE SEAL. BY INSTALLING OR DISPLAYING ANY HYDRANTID CERTIFICATE OR SECURED SITE SEAL, YOU AGREE TO, AND ARE BOUND BY, THE TERMS AND CONDITIONS OF THIS AGREEMENT.

THIS AGREEMENT IS ENTERED INTO BETWEEN AVALANCHE CLOUD CORPORATION DOING BUSINESS AS (DBA) “HYDRANTID” AND:

- THE CERTIFICATE HOLDER (“YOU” OR “THE CERTIFICATE HOLDER”);
  - AS IDENTIFIED IN THE SUBJECT NAME FIELDS OF AN END USER CERTIFICATE; OR
  - THE INDIVIDUAL OR LEGAL ENTITY RESPONSIBLE FOR THE REQUEST, INSTALLATION AND MAINTENANCE OF THE SYSTEMS ON WHICH A HYDRANTID SSL CERTIFICATE IS INSTALLED;
- THE ORGANIZATION WITH WHICH HYDRANTID HAS CONTRACTED REQUESTING THE ISSUANCE OF A CERTIFICATE; AND DOING BUSINESS WITH HYDRANTID AND/OR THE PERSON OR ENTITY DISPLAYING OR USING THE SITE SEAL.

THIS AGREEMENT INCORPORATES BY REFERENCE ANY CERTIFICATE POLICIES CONTAINED IN THE HYDRANTID CERTIFICATE AND CONDITIONS OF THE APPLICABLE ROOT CERTIFICATE POLICY/CERTIFICATION PRACTICE STATEMENT (“CP/CPS”) LOCATED AT [http://www.hydrantid.com/wp-content/uploads/2013/02/HydrantID\\_CP-CPSv2.pdf](http://www.hydrantid.com/wp-content/uploads/2013/02/HydrantID_CP-CPSv2.pdf)

THE USE OF A DIGITAL CERTIFICATE SIGNIFIES ACCEPTANCE OF THAT DIGITAL CERTIFICATE. BY ACCEPTING A CERTIFICATE, THE CERTIFICATE HOLDER ACKNOWLEDGES THAT THEY AGREE TO THE TERMS AND CONDITIONS CONTAINED IN THIS CERTIFICATE HOLDER AGREEMENT AND THE CP/CPS.

### Capitalized Terms Not Defined In This Agreement Have The Meaning Specified In The Issuing CA CP-CPS.

HydrantID and the Certificate Holder, intending to be legally bound, agree as follows:

1. **Issuance; Fees:** Upon the Certificate Holder’s submission of a completed Application and HydrantID’s acceptance of that Application, HydrantID shall issue the number of Certificates applied for by the Certificate Holder. The Certificate Holder agrees to pay the current published price for such Certificate(s) and all applicable taxes. Payment shall be made within in 14 days of receipt of invoice for any certificate services. If you are purchasing certificate services through a HydrantID reseller then payment terms may be established by the reseller. Your failure to pay all applicable fees or if the reseller fails to pay HydrantID in accordance with our reseller terms, you will not be entitled to use any certificate services provided by HydrantID and HydrantID reserves the right to revoke and certificates that have been issued to you.
2. **Use, Purpose and Limitations:** The Certificate Holder shall use the HydrantID Certificate in accordance with the terms and conditions of the CP/CPS.
3. **Role and Obligations of HydrantID:** HydrantID shall act as the Certification Authority for the HydrantID Certificate and perform its obligations as specified in this Agreement and the CP/CPS. HydrantID is not

responsible or liable for the cryptographic methods used in connection with the HydrantID Certificate. HydrantID represents and warrants that it has followed the requirements of the CP/CPS in issuing the Certificate and in verifying the accuracy of the information contained in the Certificate. Additional warranties, identified in the CP/CPS, apply to HydrantID EV SSL Certificates.

4. **Role and Obligations of the Certificate Holder:** Before accepting and using a HydrantID Certificate, the Certificate Holder must: (i) where applicable, generate its own Key Pair; (ii) submit an Application; and (iii) accept and agree to the terms of this Agreement. The Certificate Holder is solely responsible for the generation of the Key Pair to which the HydrantID Certificate relates and for the security protection of the Private Key underlying the HydrantID Certificate.

The Certificate Holder represents and warrants, so long as the Certificate is valid, that:

- (a) The Certificate Holder has provided/will provide accurate and complete information, both in the Certificate Request and as otherwise requested by HydrantID. The Certificate Holder consents to HydrantID retaining such registration information in accordance with the HydrantID data retention policy;
- (b) The Certificate Holder will take all reasonable measures necessary to maintain sole control of, keep confidential, and properly protect at all times the Private Key that corresponds to the Public Key to be included in the requested Certificate(s) (and any associated access information or device – e.g., password or token);
- (c) The Certificate Holder will not install and use the Certificate(s) until it has reviewed and verified the accuracy of the data in each Certificate;
- (d) The Certificate Holder will install the Certificate only on the server accessible at the domain name listed on the Certificate, and/or to use the Certificate solely in compliance with all applicable laws, and solely in accordance with this Certificate Holder Agreement;
- (e) If the Certificate requires the use of a Secure Signature Creation Device (SSCD), the Certificate Holder will only use the

Certificate with such a device that either been supplied by or approved by HydrantID;

- (f) If the Certificate Holder generates their keys, then they will generate them in a secure manner in accordance with industry leading practices;
- (g) The Certificate Holder will promptly cease using a Certificate and its associated Private Key, and promptly request that HydrantID revoke the Certificate, in the event that: (a) any information in the Certificate is or becomes incorrect or inaccurate, or (b) there is any actual or suspected misuse or compromise of the Certificate Holder's Private Key associated with the Public Key listed in the Certificate;
- (h) The Certificate Holder will promptly cease all use of the Private Key corresponding to the Public Key listed in a Certificate upon expiration or revocation of that Certificate.

The Certificate Holder shall indemnify and hold harmless HydrantID from any and all damages and losses arising out of: (i) use of a HydrantID Certificate in a manner not authorized by HydrantID; (ii) tampering with a HydrantID Certificate; or (iii) any misrepresentations made during the use of a HydrantID Certificate. In addition, the Certificate Holder shall indemnify and hold harmless HydrantID from and against any and all damages (including legal fees) for lawsuits, claims or actions by third-parties relying on or otherwise using a HydrantID Certificate relating to: (i) the Certificate Holder's breach of its obligations under this Agreement or the CP/CPS; (ii) the Certificate Holder's failure to protect its Private Key; or (iii) claims (including without limitation infringement

claims) pertaining to content or other information or data supplied by the Certificate Holder.

5. **Revocation:** Certificates issued by HydrantID will be revoked on the occurrence of any of the following events:
- a. The Certificate Holder fails to pay total amount due to HydrantID within two business days.
  - b. The Certificate Holder or Certificate Owner requests revocation of its Certificate;
  - c. The Certificate Holder indicates that the original Certificate Request was not authorized and does not retroactively grant authorization;
  - d. HydrantID obtains reasonable evidence that the Certificate Holder's Private Key (corresponding to the Public Key in the Certificate) has been compromised, or that the Certificate has otherwise been misused;
  - e. HydrantID receives notice or otherwise become aware that a Certificate Holder violates any of its material obligations under the Certificate Holder Agreement;
  - f. The Certificate Holder fails or refuses to comply, or to promptly correct inaccurate, false or misleading information after being made aware of such inaccuracy, misrepresentation or falsity;
  - g. HydrantID determines, in its sole discretion, that the Private Key corresponding to the Certificate was used to sign, publish or distribute spyware, Trojans, viruses, rootkits, browser hijackers, phishing, or other content, or that is harmful, malicious, hostile or downloaded onto a user's system without their consent;
  - h. HydrantID receives notice or otherwise become aware that a court or arbitrator has revoked a Certificate Holder's right to use the domain name or other information listed in the Certificate.
  - i. HydrantID receives notice or otherwise becomes aware of a material change in the information contained in the Certificate or if HydrantID determines that any of the information appearing in the Certificate is not accurate
  - j. A determination, in HydrantID's sole discretion, that the Certificate was not issued in accordance with the terms and conditions of the CP/CPS;
  - k. HydrantID's right to issue Certificates by law, regulation, or policy expires or is revoked or terminated;
  - l. HydrantID's Private Key for that Certificate has been compromised;
  - m. Such additional revocation events as HydrantID publishes in its CP/CPS or deems appropriate based on the circumstances of the event; or
  - n. HydrantID receives notice or otherwise becomes aware that a Certificate Holder has been added as a denied party or prohibited person to a blacklist, or is operating from a prohibited destination under the laws of HydrantID's jurisdiction of operation.

**6. Secure Site Seal License:**

a) Definitions:

"Secured Site Seal" or "Site Seal" means the HydrantID certification mark bearing the words "HydrantID" and "Secured Site", including any code that HydrantID may provide or make available to You for use in connection with such Site Seal. When displayed on Your Website, the Site Seal indicates that You hold a valid HydrantID SSL Certificate and links to a Security Report.

"Security Report" means a Web page generated and hosted by HydrantID that is displayed when a visitor to Your Website clicks on the Site Seal on Your Website. The Security Report provides details on the SSL Certificate You have purchased and whether that service is still active.

"SSL Certificate" means a HydrantID-issued Digital Certificate used to establish secure SSLv.3/TLSv.1 communication with third parties and issued to You for use in accordance with a Subscriber Agreement and the HydrantID Certificate Policy/Certification Practice Statement (CP/CPS) found at

“Your Website” shall mean a website owned or controlled by You and which is issued an SSL Certificate by HydrantID.

- b) Obtaining the Site Seal. In order to obtain and display the Site Seal, You must first apply for and obtain a HydrantID SSL Certificate. Once You have received your SSL Certificate, You may obtain a Site Seal. After You receive a Site Seal, You must review and examine it before using it and promptly notify HydrantID of any errors.
- c) License. Subject to the terms and conditions of this Agreement, HydrantID grants You a royalty-free, nonexclusive, non-transferable, non-sublicenseable license during the term of this Agreement to download, install, and display solely on Your Website a copy of the Site Seal and to use the Site Seal solely for the purpose of identifying You and Your Website as a HydrantID customer in accordance with the terms of this Agreement, the Subscriber Agreement, and the CP/CPS. No other right, title, license or interest in the Site Seal is granted for any purpose, nor is any right to modify or create any derivatives of the Site Seal granted under this License.
- d) General Use Restrictions and Obligations. You are prohibited from using the Site Seal for or on behalf of any other entity, or on any website other than Your Website, or in the absence of the Security Report. HydrantID may alter the Site Seal or replace it with a different mark. In such event, upon notice from HydrantID, You shall cease all use of the existing Site Seal as quickly as reasonably possible. You agree to use the new Site Seal supplied to You by HydrantID, provided such new Site Seal is not confusingly similar with any of your existing trademarks. You agree not to use the Site Seal in any manner which, in HydrantID’s sole discretion, may diminish or otherwise damage HydrantID’s reputation or its goodwill.
- e) Termination. If your SSL Certificate is revoked or expires, or if You cease to be a customer of HydrantID for the services it provides, this Agreement shall automatically terminate. HydrantID also reserves the right to terminate this Agreement immediately if You are in breach of any term in this Agreement or in the applicable Subscriber Agreement or CP/CPS. Upon termination or expiration of this Agreement, You shall immediately cease displaying or using the Site Seal and immediately and permanently remove the Site Seal from the Website(s) on which it is installed and shall not use it for any purpose thereafter.
- f) Intellectual Property Use Restrictions. You shall not copy, sell, rent, lease, transfer, assign or sublicense the Site Seal, in whole or in part. You shall not alter or tamper with the Site Seal in any way, including but not limited to skewing; modifying the color, size, pattern and fonts; and separating logo elements, copyright and trademark indicators, or attempting to alter or suppress the actions of any HydrantID code supporting the Site Seal. You shall use the Site Seal in accordance with the terms of this Agreement and as may be permitted in terms and conditions related to the use and display of the Site Seal as posted from time to time on the HydrantID website. You shall take no action that will interfere with or diminish HydrantID’s rights in the Site Seal or underlying products and services. Breach of any of the above restrictions shall be considered a material breach of this Agreement as a result of which HydrantID shall have the right to terminate this Agreement immediately.
- g) Intellectual Property Rights. You acknowledge that HydrantID and its affiliates retain all intellectual property rights (“Intellectual Property Rights”) in and to the ideas, concepts, techniques, inventions, processes or works of authorship comprising, embodied in or practiced in connection with the Site Seal, accompanying code, Security Report, and other files or services provided by HydrantID.
- h) Representations and Warranties. You represent and warrant to HydrantID and anyone who relies on the Site Seal that (a) all information contained in any application or enrollment form for a HydrantID SSL Certificate was true and correct as of the time of submission, and that such information (including any domain name or e-mail address) is correct and does not infringe the Intellectual Property Rights of any third parties; and (b) You will

use the Site Seal in accordance with this Agreement only and only in connection with your SSL Certificate.

7. **DISCLAIMER OF WARRANTIES.** HYDRANTID MAKES NO REPRESENTATIONS OR WARRANTIES EXCEPT AS EXPRESSLY PROVIDED IN THE CP/CPS. HYDRANTID DISCLAIMS ALL WARRANTIES AND OBLIGATIONS OF ANY TYPE TO THE FULLEST EXTENT PERMISSIBLE BY APPLICABLE LAW, INCLUDING WITHOUT LIMITATION ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, ANY WARRANTY OF NONINFRINGEMENT OR ANY WARRANTY OF THE ACCURACY OF UNVERIFIED INFORMATION. YOU AGREE THAT YOUR USE OF THE SITE SEAL IS SOLELY AT YOUR OWN RISK AND THAT ANY SITE SEAL PROVIDED TO YOU BY HYDRANTID IS ON AN "AS IS" AND "AS AVAILABLE" BASIS. HYDRANTID DOES NOT MAKE ANY REPRESENTATION, WARRANTY OR GUARANTEE THAT ANY SITE SEAL WILL MEET YOUR REQUIREMENTS, OR THAT ANY SERVICE WILL BE UNINTERRUPTED, TIMELY, SECURE OR ERROR FREE; NOR DOES HYDRANTID MAKE ANY REPRESENTATION, WARRANTY OR GUARANTEE AS TO THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE SITE SEAL.

8. **LIMITATION OF LIABILITY AND DAMAGES:** NOTWITHSTANDING ANY CONTRARY PROVISION CONTAINED IN THIS AGREEMENT, THE MAXIMUM LIABILITY OF HYDRANTID FOR ANY AND ALL DAMAGES RELATING TO A PARTICULAR CERTIFICATE ISSUED HEREUNDER SHALL NOT EXCEED US \$500 AND THE MAXIMUM LIABILITY OF HYDRANTID TO ANY CERTIFICATE HOLDER OR THIRD PARTY RELYING UPON OR OTHERWISE MAKING USE OF A CERTIFICATE SHALL NOT EXCEED THE AGGREGATE AMOUNT OF US \$5,000, REGARDLESS OF WHETHER SUCH LIABILITY AROSE OUT OF THIS AGREEMENT OR ANY OTHER AGREEMENT TO WHICH HYDRANTID IS A PARTY.

IN NO EVENT WILL HYDRANTID BE LIABLE TO THE CERTIFICATE HOLDER OR ANY THIRD-PARTY RELYING UPON OR OTHERWISE MAKING USE OF A HYDRANTID SSL CERTIFICATE OR HYDRANTID SECURE SITE SEAL FOR ANY INDIRECT, SPECIAL, PUNITIVE, INCIDENTAL OR CONSEQUENTIAL DAMAGES, EVEN IF HYDRANTID HAS BEEN ADVISED OF THE LIKELIHOOD OF THOSE DAMAGES IN ADVANCE.

THE CERTIFICATE HOLDER'S USE OF A HYDRANTID SSL CERTIFICATE AND/OR SECURE SITE SEAL IN A TRANSACTION WHERE THE POTENTIAL LIABILITY EXPOSURE IS GREATER THAN THAT OF THE MAXIMUM LIABILITY LIMIT AS SPECIFIED IN CLAUSE 7 OF THIS AGREEMENT IS AT THE CERTIFICATE HOLDER'S OWN RISK.

9. **Third-Party Beneficiaries:** All application software and operating system vendors with whom HydrantID has entered into a contract for inclusion of the HydrantID Root Certificate as a trusted root Certificate in their software and all relying parties who actually rely on such Certificate during the period when the Certificate is valid are intended third party beneficiaries of this Agreement.

10. **Term & Termination:** This Agreement is effective upon HydrantID's acceptance of the Certificate Holder's Application, and will terminate, except for those provisions which by their nature survive termination, upon the earliest of: (i) the latest expiration date of the HydrantID Certificates issued to You under this Agreement; (ii) a breach of the Certificate Holder's obligations under this Agreement; (iii) the Certificate Holder's written request; or (iv) revocation of all HydrantID Certificates issued to You under this Agreement.

11. **Governing Law:** The Relationships between the Participants are dealt with under the system of laws applicable under the terms of the contracts entered into. In general these can be summarized as follows; a.) Dispute between the Root CA and an Issuing CA is dealt with under the State of New York Law; b.) Dispute between an Issuing CA and a Registration Authority is dealt with under the applicable law of the Issuing CA. c.) Dispute between an Issuing CA and the Certificate Holder and/or Authorized Relying Party is dealt with under the applicable law of the State of

Utah.

12. **Notices:** All notices provided by the Certificate Holder are considered given when in writing and delivered in hand by independent courier, delivered by registered or certified mail-return receipt requested, or sent by facsimile with receipt confirmed by telephone or other verifiable means, to:

HydrantID, Suite 500, 222 South Main Street, Salt Lake City, Utah 84101

Website: <http://www.HydrantID.com>; **Electronic Mail:** [compliance@HydrantID.com](mailto:compliance@HydrantID.com)

13. **Indemnity.** You shall indemnify HydrantID and its officers, directors, employees and agents (collectively, the "Indemnified Parties") and hold the Indemnified Parties harmless from and against any losses, costs, damages, expenses and fees (including attorneys' fees) incurred by the Indemnified Parties in connection with: (a) any breach by You of any representation, warranty, guarantee, term, condition or obligation under this Agreement (including but not limited to infringement of any Intellectual Property Right); (b) your misrepresentation or omission of material fact in order to obtain or use a Certificate, whether or not such misrepresentation or omission was intentional; (c) tampering with a HydrantID Certificate; (c) your unauthorized acts or omissions related to the unauthorized use of the HydrantID Certificate and/or Site Seal; or (d) third-party claims or actions relating to (i) your breach of any obligation under this Agreement or the CP/CPS, (ii) your failure to protect your private key, or (iii) claims pertaining to content or other information or data supplied by you (collectively, the "Indemnity Conditions"). Upon appropriate notice, You shall defend, at your expense, any claim brought against one or more of the Indemnified Parties based on or arising from one or more of the Indemnity Conditions.
14. **Modifications to Agreement.** Except as otherwise provided in this Agreement, You agree, during the term of this Agreement, that HydrantID may: (a) revise the terms and conditions of this Agreement; and/or (b) change part of the services provided under this Agreement at any time. Any such revision or change will be binding and effective thirty (30) days after posting of the revised Agreement or change to the service(s) on HydrantID' website, or upon notification to You by e-mail. You agree to periodically review HydrantID' website, including the current version of this Agreement, to be aware of any such revisions. If You do not agree with any revision to the Agreement, You shall immediately cease using and displaying the Site Seal. By continuing to use and display the Site Seal after any revision to this Agreement or change in service(s), You agree to abide by and be bound by any such revisions or changes.
15. **Privacy.** You agree that HydrantID may place in your Site Seal certain information that You provide during the application and approval process for a HydrantID SSL Certificate. You understand that by placing the Site Seal on Your Website, HydrantID shall have the right to capture, use and disclose IP addresses (which do not include any personally-identifiable information) of those visitors to Your Website who click on or otherwise use the Site Seal. HydrantID shall use and disclose such information only for the purposes of (a) preparing reports about the use of the Site Seal that may be provided to customers, potential customers and the general public; (b) improving the utility of the Site Seal or creating new services; or (c) complying with a court order, law or requirement of any government agency. For information on the processing of personally-identifiable data, You should review the HydrantID Privacy Statement which is accessible from the HydrantID Website.
16. **Force Majeure.** HydrantID is excused from performance under this Agreement and has no liability to the Subscriber or any third-party for any period when HydrantID is prevented from performing all or part of its obligations, due to an act of God, war, civil disturbance, court order, labor dispute, or other similar event beyond

HydrantID' reasonable control.

17. **Severability.** You agree that the terms of this Agreement are severable. If any term or provision is declared invalid or unenforceable, in whole or in part, that term or provision will not affect the remainder of this Agreement; this Agreement will be deemed amended to the extent necessary to make this Agreement enforceable, valid and, to the maximum extent possible, consistent with applicable law, consistent with the original intentions of the parties; and the remaining terms and provisions will remain in full force and effect.
18. **Non-Assignment.** The Certificate Holder shall not assign its rights or delegate its obligations under this Agreement or assign or delegate the HydrantID SSL Certificate to any third party. Any attempted assignment or delegation will be void. HydrantID may assign its rights and delegate its obligations under this Agreement upon notice to the Certificate Holder.
19. **Entire Agreement.** This Agreement and any applicable Subscriber Agreement constitute the entire agreement between the parties regarding their subject matter. Neither party is relying upon any representations, warranties, guarantees, assurances or inducements not expressly set forth herein and neither party shall have any liability in relation to any representation or other assurance not expressly set forth herein, unless it was made fraudulently. Section headings are inserted for convenience of reference only and are not intended to be part of or to affect the meaning this Agreement. Terms and conditions in any purchase orders that are not included in this Agreement or that conflict with this Agreement are null and void.

YOU REPRESENT AND WARRANT THAT: (A) THE INDIVIDUAL ACCEPTING THIS AGREEMENT IS DULY AUTHORIZED TO ACCEPT THIS AGREEMENT ON THE CERTIFICATE HOLDER'S BEHALF AND TO BIND THE CERTIFICATE HOLDER TO THE TERMS OF THIS AGREEMENT; (B) CERTIFICATE HOLDER IS THE ENTITY, LEGAL OR NATURAL PERSON THAT IT CLAIMS TO BE IN THE HYDRANTID CERTIFICATE APPLICATION; (C) THE CERTIFICATE HOLDER HAS THE FULL POWER, CORPORATE OR OTHERWISE, TO ENTER INTO THIS AGREEMENT AND PERFORM ITS OBLIGATIONS UNDER THIS AGREEMENT; AND (D) THIS AGREEMENT AND THE PERFORMANCE OF THE CERTIFICATE HOLDER'S OBLIGATIONS UNDER THIS AGREEMENT DO NOT VIOLATE ANY THIRD-PARTY AGREEMENT TO WHICH THE CERTIFICATE HOLDER IS A PART.

IF YOU DO NOT AGREE TO ALL OF THE TERMS SET FORTH ABOVE, YOU MAY NOT USE ANY HYDRANTID CERTIFICATES OR SITE SEAL.